



Martin Luther King, Jr. Day 2017

WHEREAS, Dr. King gained acclaim through his work to bring about social, political and economic equality for all Americans by peaceful means and nonviolent resistance; and,

WHEREAS, Dr. Martin Luther King, Jr. was felled by an assassin's bullet on April 4, 1968, at the age of thirty-nine; and,

WHEREAS, the President and the Congress of the United States of America, the Governor of the State of Texas, the County Judge and Commissioners of Bastrop County have declared the birthday of Dr. Martin Luther King, Jr. as a National, State and Local holiday; and,

WHEREAS, despite the honors bestowed upon him, including the Nobel Peace Prize, Dr. King wanted most to be remembered as a servant to others; and,

WHEREAS, the impact of Dr. King's contributions are witnessed daily in the United States of America and throughout the world; and,

WHEREAS, Bastrop County continues to honor Dr. King's legacy in the following events:

- The 30th annual Bastrop Martin Luther King Jr. Scholarship Program to help students of Bastrop and Cedar Creek High pursue higher education being held this year at First Baptist Church in Bastrop on Sunday, January 15, 2017 at 3:00 pm with District Judge Chris Duggan speaking.
- The 28<sup>th</sup> annual Bastrop County Martin Luther King Jr. Walk for peace, justice and equality on Monday, January 16, 2017 beginning at 10:00 am at Elgin's Veterans Memorial Park and ending at Booker T. Washington Elementary School.

WHEREAS, Bastrop County Commissioners Court urges all citizens to unite with the Cities of Bastrop, Elgin and Smithville in the annual walk; and to join with the Martin Luther King, Jr. Scholarship Committee and others in preserving the memory of this truly remarkable American.

NOW THEREFORE BE IT RESOLVED, the Bastrop County Commissioners Court does hereby proclaim January 16, 2017 as

**Dr. Martin Luther King Jr. Day in Bastrop County**

and urges all citizens to join in honoring one of America's true heroes  
by participating in the Scholarship Program and the MLK Walk

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the County of Bastrop, Texas to be affixed this 9<sup>th</sup> day of January, 2017.

\_\_\_\_\_  
Paul Pape, County Judge

\_\_\_\_\_  
Mel Hamner, Commissioner Pct. 1

\_\_\_\_\_  
Mark Meuth, Commissioner Pct. 3

\_\_\_\_\_  
Clara Beckett, Commissioner Pct. 2

\_\_\_\_\_  
Bubba Snowden, Commissioner Pct. 4



**ITEM 3**

## **Stalking Awareness Month Proclamation**

WHEREAS, January 2017 marks the 13<sup>th</sup> Anniversary of National Stalking Awareness Month; and,

WHEREAS, research by the National Stalking Resource Center indicates that 7.5 million adults are stalked in the United States each year, including 15% of all women and 6% of all men during their lifetime; and,

WHEREAS, stalking is a crime under Federal law and the laws of all 50 states; and,

WHEREAS, stalking affects victims of every race, age, culture, gender, physical and mental ability and economic status often resulting in physical or emotional abuse; and,

WHEREAS, in order to address this crime, the entire community, including law enforcement, prosecutors, advocates, educators, reporters, and neighbors must become more alert to this crime and create a safer environment for all; and,

WHEREAS, programs designed to provide information to individuals about ways to help prevent stalking are encouraged throughout the community, so that Bastrop County residents can be part of the solution to end stalking;

NOW THEREFORE BE IT RESOLVED, Bastrop County Commissioners Court joins the Bastrop County Sheriff's Office and local support service programs, along with the United States Government and the State of Texas, to hereby proclaim January, 2017 as:

### **NATIONAL STALKING AWARENESS MONTH**

and re-affirm Bastrop County's commitment to end the crime of stalking in our community.

IN WITNESS WHEREOF, we hereunto our hands and the Seal of Bastrop County on this the 9<sup>th</sup> day of January, 2017

\_\_\_\_\_  
Paul Pape, County Judge

\_\_\_\_\_  
Mel Hamner, Commissioner Pct. 1

\_\_\_\_\_  
Mark Meuth, Commissioner Pct. 3

\_\_\_\_\_  
Clara Beckett, Commissioner Pct. 2

\_\_\_\_\_  
Bubba Snowden, Commissioner Pct. 4

**CCA BOARD MEMBER CERTIFICATION**

**SECTOR: PUBLIC OFFICIALS**

**ITEM 4**

Public Body: \_\_\_\_\_

Date Certification Notice Sent: \_\_\_\_\_

CCA Board Term: \_\_\_\_\_

Name of Representative Presently Serving: \_\_\_\_\_

**Action to be taken:** Designation by the Commissioners Court of a public official or a representative who shall serve as a director on the Combined Community Action Agency Governing Board.

The individual named below has been designated as the representative empowered to speak, vote and act on behalf of the above stated public body.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

Phone: \_\_\_\_\_

**COMMISSIONERS COURT CERTIFICATION:**

Authorized Person's Signature: \_\_\_\_\_

Authorized Person's Title: \_\_\_\_\_

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

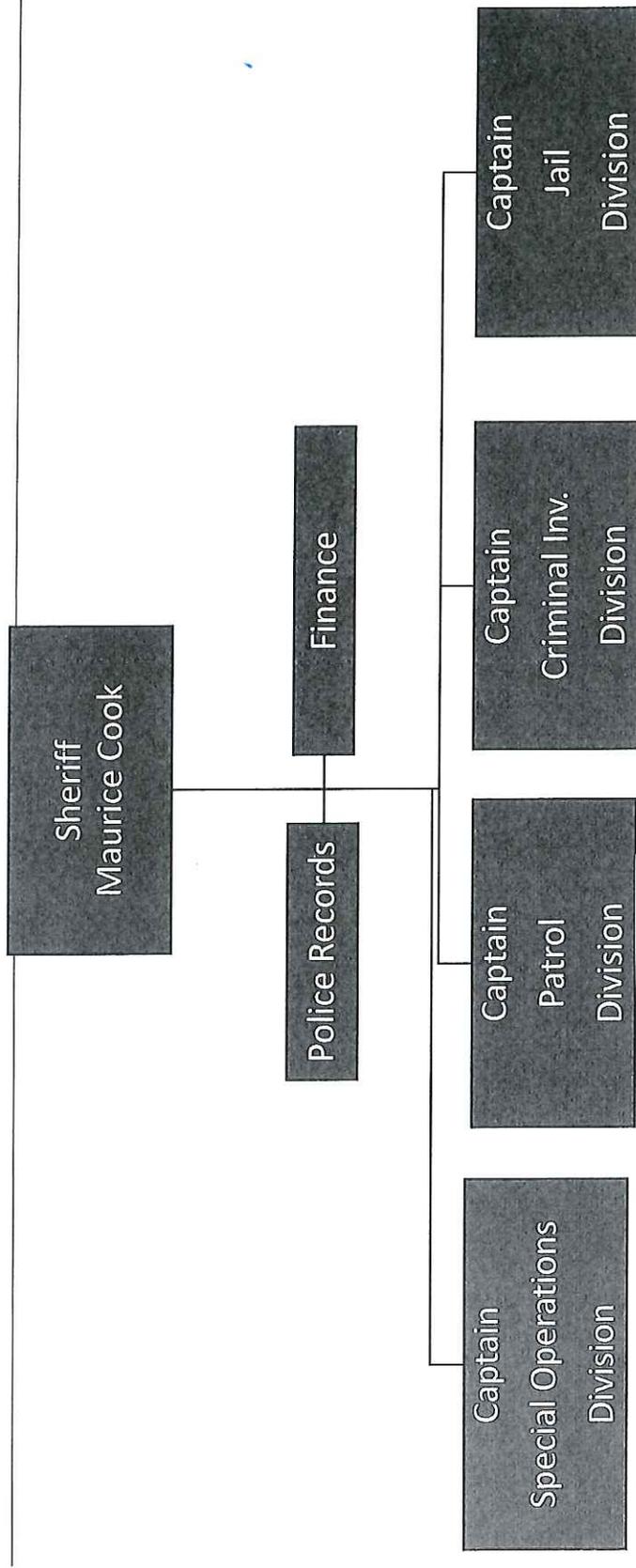
**CCA CERTIFICATION**

**CCA CHAIRPERSON:** \_\_\_\_\_

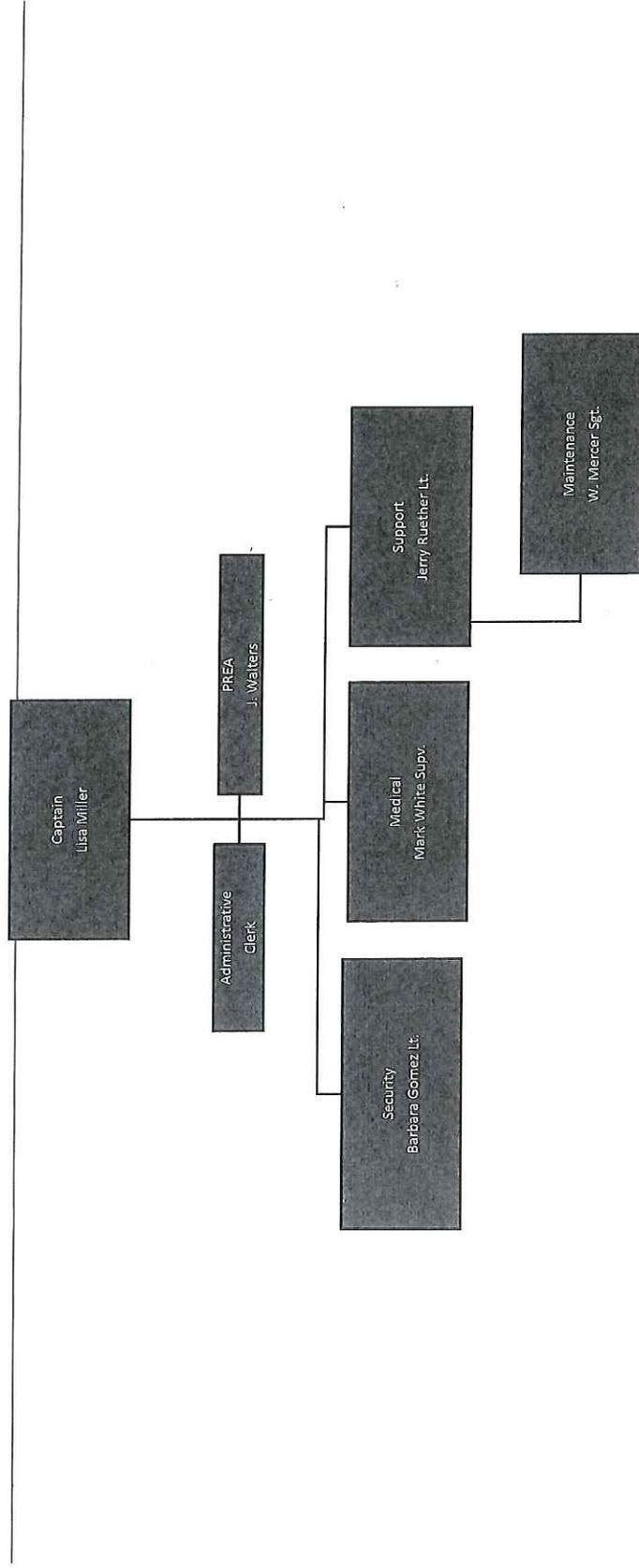
**DATE:** \_\_\_\_\_

ITEM 7

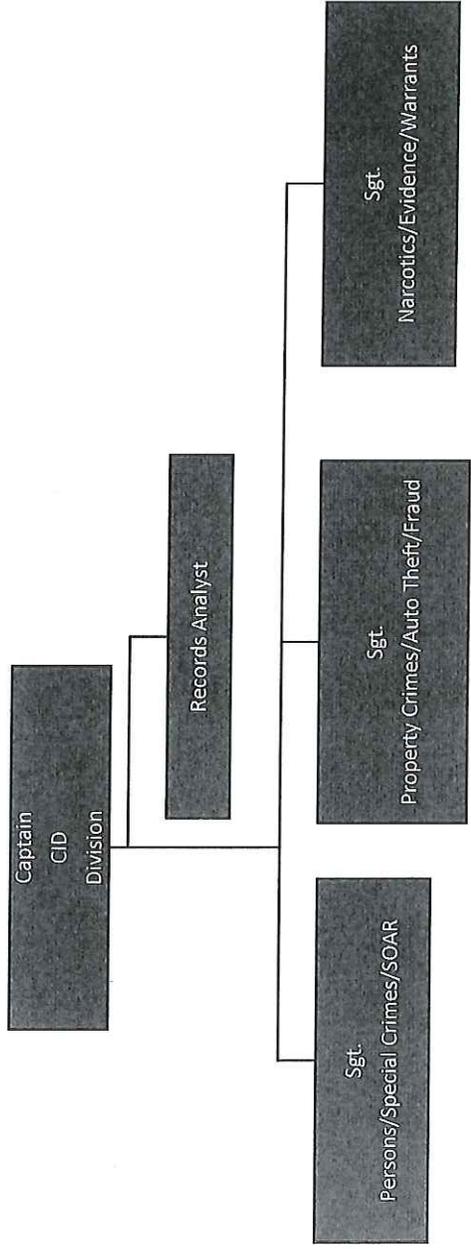
# Bastrop County Sheriff Organization Chart



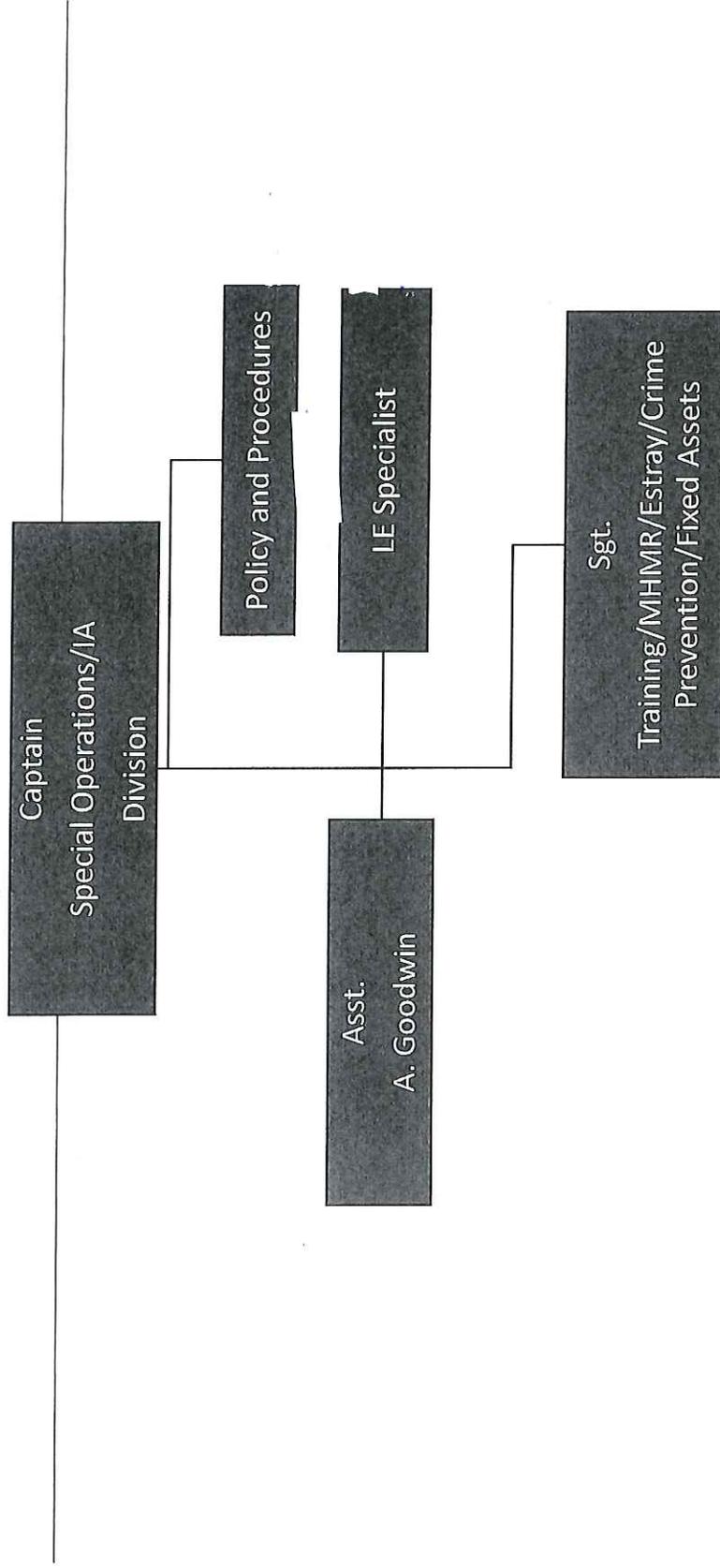
# Bastrop County Sheriff Organization Chart



# Bastrop County Sheriff CID Organization Chart



# Bastrop County Sheriff Organization Chart





804 Pecan St  
Bastrop, Texas 78602  
512-581-7120  
512-581-7118 fax

**ITEM 8**

## BASTROP COUNTY HUMAN RESOURCES

To: Paul Pape, County Judge  
Mel Hamner, Commissioner Precinct 1  
Clara Beckett, Commissioner Precinct 2  
Mark Meuth, Commissioner Precinct 3  
Bubba Snowden, Commissioner Precinct 4

From: Michele T. Walty, PHR, SHRM-CP, Human Resources Director

Date: January 9, 2017

Subject: Request to Sign Edward Jones Non-ERISA Status Certification

It is the request of the Bastrop County HR Director that the Commissioners' Court approve the County Judge sign the Edward Jones Non-ERISA Status and Investment Selection Certification.

### Overview:

This is a continuation of the program the Agreement between Edward Jones and the County to provide a 457(b) Retirement Plan. This document supplements the Agreement between Edward Jones and the County and certifies the Plan is not subject to the Employee Retirement Income Security Act of 1974 ("ERISA").

201 Progress Parkway  
Maryland Heights, MO 63043-3042

RECEIVED

December 15, 2016

DEC 27 2016



000059 EJG1DXA1 000000 DOL2502  
BASTROP COUNTY RETIREMENT  
457 PLAN  
U/A DTD 11/01/07  
804 PECAN ST  
BASTROP TX 78602-3818



BASTROP COUNTY  
TEXAS

Account # xxx-xx814-1-6  
BASTROP COUNTY RETIREMENT  
Trust

Financial Advisor:  
Leah Mills Reed Morgan Jay  
Phone:  
800-441-0858

**Re: Action needed for Edward Jones to continue serving your retirement plan after March 31, 2017**

As you may know, new Department of Labor rules affecting retirement plans will take effect in April 2017. While these rules apply to all firms and financial advisors offering ERISA retirement services, the rule does not impact non-ERISA retirement plans. Because our records indicate your retirement plan is a non-ERISA plan, it is important that we confirm certain information about your plan to ensure that it is not covered by the new rules.

Please complete the enclosed "Non-ERISA Status and Investment Selection Certification" form. You will need to return this form to your local Edward Jones office in the enclosed envelope by Feb. 1, 2017.

If you have an ERISA plan, you must notify your financial advisor immediately to allow enough time for your plan to meet Edward Jones' requirements for ERISA retirement plans by Feb. 1, 2017.

**Return your completed form today**

If your local Edward Jones office does not receive your completed form by **Feb. 1, 2017**, Edward Jones may resign as broker of record on your plan effective March 31, 2017. This means your financial advisor will no longer be able to service your plan, although your plan will remain with your current plan service provider.

We value your business, and taking this step today will ensure we can continue helping you and your employees work toward your retirement goals. Thank you for prompt attention to this important matter.

Sincerely,  
Retirement Services

000059 EJG1DXA1 000175



**Non-ERISA Status and Investment Selection**

BASTROP COUNTY RETIREMENT  
457 PLAN  
U/A DTD 11/01/07  
804 PECAN ST  
BASTROP TX 78602-3818

Date December 15, 2016  
Account Number xxx-xx814-1-6  
Financial Advisor Number 775110  
Branch Number 07751  
Destination Retirement Services  
Scan Title Non-ERISA Positive Consent

**CERTIFICATION**

This Certification supplements the Agreement between Employer and Edward Jones (the "Plan Services Agreement"). Capitalized terms used in this Certification, but not defined herein, shall have the same meaning as in the Plan Services Agreement.

Employer has opened, or intends to open, a Retirement Plan with Edward Jones for non-discretionary broker-dealer services. Employer acknowledges that Edward Jones is not and will not be responsible for the selection of investments available to the Plan in the Account. Edward Jones may provide Employer with information about financial products, as well as investment research, investment education and other services to enable Employer to make investment decisions. Such services are incidental to Edward Jones' brokerage services, and Employer acknowledges such services do not constitute financial planning or investment advisory services.

At Employer's direction, the Plan's administrator may execute brokerage transactions for the purchase of investments in the Account. Investments can be offered in different classes. While each class may invest in the same pool of investments and have the same investment objective, each may have different internal fees and expenses. Employer acknowledges that it is responsible for the selection of any investments in the Account, including the class or classes selected for investment, and that the class selected for investment may be subject to higher or lower internal fees and expenses compared to another available class.

Employer certifies that this Plan is not subject to the Employee Retirement Income Security Act of 1974, as amended. Employer further certifies that all transactions entered into and instructions given on the Account comply with the Plan's documents, including any trust document, investment policy and applicable law.

By signing below, Employer (by its authorized representative) acknowledges that Employer has received, read and understands this Certification.

\_\_\_\_\_  
Signature Printed Name Date



USNONERISAPC77512814-----



000059 EJGTDXA1 000176

Return Address is below

EDWARD JONES  
ATTN: Leah Mills Reed Morgan Jay  
PO BOX 655  
BASTROP, TX 78602

----- (Do Not Cut - Fold Here) -----

Please return this page to your local Edward Jones office in the envelope provided:

1. All authorized individuals must SIGN the signature form on the reverse side of this sheet.
2. Please retain the Client Copy of the signature form, as well as the other documents in this mailing, for your records.
3. Fold this sheet on the lines so the above address appears in the window of the return envelope.
4. Do NOT cut on the lines.

----- (Do Not Cut - Fold Here) -----

**ORDER AUTHORIZING INTERLOCAL AGREEMENT WITH  
BASTROP COUNTY SOIL AND WATER CONSERVATION DISTRICT  
#340 FOR THE SUPPORT OF THE TEXAS FFA REGIONAL LAND  
JUDGING CONTEST**

**WHEREAS**, Bastrop County, Texas (“County”) and the Bastrop County Soil and Water Conservation District #340 (the “District”) have been asked to assist the United States Department of Agriculture Natural Resources Conservation Service for the Texas FFA Land Judging Contest (the “Contest”) that will be held in Bastrop County; and

**WHEREAS**, the County and the District have agreed to assist in the preparation for the Contest by having the District arrange for sites to conduct the Contest and the County to prepare the land for the Contest; and

**WHEREAS**, the duties of the County and the District have been set forth in the Interlocal Agreement attached here to as Exhibit “A”; and

**WHEREAS**, the Commissioners Court of the County (the “Commissioners Court”) finds that there is a public interest in the support of the Contest;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Commissioners Court, for and in behalf of said County and in the public interest, hereby finds and orders the following:

- (1) That the Interlocal Agreement between the County and the District attached as Exhibit “A” is approved.
- (2) That Clara Beckett, Bastrop County Commissioner Precinct 2, is authorized to execute the Interlocal Agreement attached as Exhibit “A” on behalf of the County.
- (3) This Order was considered, ordered, passed, adopted, and approved at a meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

*[The remainder of this page intentionally left blank.]*

**CONSIDERED, ORDERED, PASSED, ADOPTED, AND APPROVED** on the \_\_\_\_  
day of \_\_\_\_\_, 2017.

**BASTROP COUNTY, TEXAS**

\_\_\_\_\_  
County Judge  
Bastrop County, Texas

**ATTEST:**

\_\_\_\_\_  
County Clerk  
Bastrop County, Texas

[Seal]

EXHIBIT "A"

## **INTERLOCAL AGREEMENT FOR SUPPORT OF THE TEXAS FFA REGIONAL LAND JUDGING CONTEST**

This Agreement ("Agreement"), effective as of January 1, 2017, by and between Bastrop County (the "County") and the Bastrop County Soil and Water Conservation District #340 (the "District"), incorporated and operating under the laws of the State of Texas (to be collectively referred to herein as the "Parties" and individually as "Party").

WHEREAS, the Texas FFA Regional Land Judging Contest will be held in Bastrop County by the United States Department of Agriculture Natural Resources Conservation Service ("NRCS"); and

WHEREAS, the County and the District have been asked to assist NCRS with the Land Judging Contest; and

WHEREAS, the District will identify suitable locations and obtain permission for the use of sites for the Land Judging Contest;

WHEREAS, the County will dig the four pits at the sites identified for use in the Land Judging Contest;

**NOW THEREFORE BE IT RESOLVED THAT BASTROP COUNTY AND THE BASTROP COUNTY SOIL AND WATER CONSERVATION DISTRICT #340 DO HEREBY AGREE AS FOLLOWS:**

### **ARTICLE I MUTUAL AGREEMENT OF THE PARTIES**

The parties agree that NCRS holding the Land Judging Contest in Bastrop County will benefit the residents of the County, especially those residents who are students and members of the Texas FFA. The parties find that a public service will be provided by the participation of the County and the District in this project.

### **ARTICLE II OBLIGATIONS OF THE DISTRICT**

The District agrees to locate suitable sites in Bastrop County that can be used for the Land Judging Contest. The District shall:

- 1) Obtain permission from the property owner or owners to use the property for use in the Land Judging Contest, including the digging of the pits.
- 2) Obtain written right of entry for the County to enter the property to dig the soil pits for the Land Judging Contest.
- 3) Outline for the County the design of the pits on the land where the County will dig the pits.

- 4) Provide the County with written specifications for the digging of the pits.
- 5) Obtain written confirmation from the land owners that the pits have been satisfactorily filled in and restored after the Land Judging Contest.

### **ARTICLE III** **OBLIGATIONS OF THE COUNTY**

The County agrees to provide personnel and machinery from Bastrop County Precinct 2 to dig the pits for the Land Judging Contest and to perform as follows:

- 1) The County shall dig the pits in the spaces outlined by the District.
- 2) The County shall dig the pits to the written specifications provided by the District.
- 3) After the Land Judging Contest, the County agrees to fill in and restore the pits to the written specifications provided by the District.

### **ARTICLE IV** **COMPENSATION**

Because of the public purpose associated with the Land Judging Contest, the County and the District will contribute their efforts to the project without charge. It is anticipated that the work of the County in digging and subsequently filling in the pits will take only a few hours.

### **ARTICLE V** **MISCELLANEOUS PROVISIONS**

Term of Agreement. This Agreement shall terminate after the County has filled in the pits, according to the instructions provided by the District.

Addresses and Notices. Unless otherwise notified in writing by the other, the addresses of the County and the District are and shall remain as follows:

Bastrop County  
Attn: Bastrop County Judge  
Bastrop County Courthouse  
Bastrop, Texas 78602

With copy to:  
Bastrop County Commissioner, Precinct 2  
1624 NE Loop 230  
Smithville, Texas 78957

Bastrop County Soil and Water Conservation District #340  
Attn: Chairman  
507 Old Austin Highway

Bastrop, Texas 78602

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authority of Parties Executing Agreement. By their execution hereof, each of the undersigned Parties represents and warrants to the Parties to this document that he or she has the authority to execute the document in the capacity shown on this document.

Captions. The captions appearing at the first of each numbered section or paragraph in the Agreement are inserted and included solely for convenience and shall not be determinative in construing this Agreement.

Assignment. This Agreement may not be assigned by the County or the District to any other party without the express written consent of the other Party. Any permitted assignee of the County shall be obligated by contract with the County and the District to honor the County's obligations to the District under the terms of the Agreement.

Non-Waiver. Any waiver at any time by either Party to this Agreement of rights under this Agreement shall not constitute and shall not be deemed to be a waiver of any other rights held by either Party.

Scope of the Agreement. This is the entire Agreement between the Parties hereto. There are no other conditions, agreements or representations between the Parties except as expressed herein. This Agreement may not be amended except by written instrument executed by both Parties.

Dispute Resolution. Any dispute arising from or related to this Agreement shall be addressed through mediation, prior to the filing of any civil action. Only if such alternative dispute resolution efforts fail shall the Parties seek redress of complaints through civil suit. Nevertheless, the Parties agree that mediation may be done after the filing of a civil suit, in the event that any applicable limitations period would expire before mediation may be reasonably scheduled and performed.

Law. The terms and conditions of this Agreement, and the rights and obligations thereunder shall be determined by the laws of the State of Texas. Any suits, causes of action, or claims related to performance, non-performance or interpretation of this Agreement shall be brought in Bastrop County, Texas.

Construction of Agreement. The Parties acknowledge that each Party's legal counsel has had an opportunity to review the Agreement and that the normal rule of construction, to the effect that ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or its amendments or exhibits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect, and have agreed that the Agreement shall be effective when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below.

**BASTROP COUNTY SOIL AND WATER  
CONSERVATION DISTRICT #340**

ATTEST:

By: \_\_\_\_\_  
District Secretary

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

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

ATTEST:

By: \_\_\_\_\_  
County Clerk

**BASTROP COUNTY, TEXAS**

By: \_\_\_\_\_  
Clara Beckett  
Bastrop County Commissioner, Precinct 2

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

**INTERLOCAL AGREEMENT FOR SUPPORT OF THE TEXAS FFA REGIONAL LAND JUDGING CONTEST**

This Agreement ("Agreement"), effective as of January 1, 2017, by and between Bastrop County (the "County") and the Bastrop County Soil and Water Conservation District #340 (the "District"), incorporated and operating under the laws of the State of Texas (to be collectively referred to herein as the "Parties" and individually as "Party").

WHEREAS, the Texas FFA Regional Land Judging Contest will be held in Bastrop County by the United States Department of Agriculture Natural Resources Conservation Service ("NRCS"); and

WHEREAS, the County and the District have been asked to assist NCRS with the Land Judging Contest; and

WHEREAS, the District will identify suitable locations and obtain permission for the use of sites for the Land Judging Contest;

WHEREAS, the County will dig the four pits at the sites identified for use in the Land Judging Contest;

**NOW THEREFORE BE IT RESOLVED THAT BASTROP COUNTY AND THE BASTROP COUNTY SOIL AND WATER CONSERVATION DISTRICT #340 DO HEREBY AGREE AS FOLLOWS:**

**ARTICLE I  
MUTUAL AGREEMENT OF THE PARTIES**

The parties agree that NCRS holding the Land Judging Contest in Bastrop County will benefit the residents of the County, especially those residents who are students and members of the Texas FFA. The parties find that a public service will be provided by the participation of the County and the District in this project.

**ARTICLE II  
OBLIGATIONS OF THE DISTRICT**

The District agrees to locate suitable sites in Bastrop County that can be used for the Land Judging Contest. The District shall:

- 1) Obtain permission from the property owner or owners to use the property for use in the Land Judging Contest, including the digging of the pits.
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- 3) Outline for the County the design of the pits on the land where the County will dig the pits.

- 4) Provide the County with written specifications for the digging of the pits.
- 5) Obtain written confirmation from the land owners that the pits have been satisfactorily filled in and restored after the Land Judging Contest.

**ARTICLE III**  
**OBLIGATIONS OF THE COUNTY**

The County agrees to provide personnel and machinery from Bastrop County Precinct 2 to dig the pits for the Land Judging Contest and to perform as follows:

- 1) The County shall dig the pits in the spaces outlined by the District.
- 2) The County shall dig the pits to the written specifications provided by the District.
- 3) After the Land Judging Contest, the County agrees to fill in and restore the pits to the written specifications provided by the District.

**ARTICLE IV**  
**COMPENSATION**

Because of the public purpose associated with the Land Judging Contest, the County and the District will contribute their efforts to the project without charge. It is anticipated that the work of the County in digging and subsequently filling in the pits will take only a few hours.

**ARTICLE V**  
**MISCELLANEOUS PROVISIONS**

Term of Agreement. This Agreement shall terminate after the County has filled in the pits, according to the instructions provided by the District.

Addresses and Notices. Unless otherwise notified in writing by the other, the addresses of the County and the District are and shall remain as follows:

Bastrop County  
Attn: Bastrop County Judge  
Bastrop County Courthouse  
Bastrop, Texas 78602

With copy to:  
Bastrop County Commissioner, Precinct 2  
1624 NE Loop 230  
Smithville, Texas 78957

Bastrop County Soil and Water Conservation District #340  
Attn: Chairman  
507 Old Austin Highway

Bastrop, Texas 78602

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authority of Parties Executing Agreement. By their execution hereof, each of the undersigned Parties represents and warrants to the Parties to this document that he or she has the authority to execute the document in the capacity shown on this document.

Captions. The captions appearing at the first of each numbered section or paragraph in the Agreement are inserted and included solely for convenience and shall not be determinative in construing this Agreement.

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Non-Waiver. Any waiver at any time by either Party to this Agreement of rights under this Agreement shall not constitute and shall not be deemed to be a waiver of any other rights held by either Party.

Scope of the Agreement. This is the entire Agreement between the Parties hereto. There are no other conditions, agreements or representations between the Parties except as expressed herein. This Agreement may not be amended except by written instrument executed by both Parties.

Dispute Resolution. Any dispute arising from or related to this Agreement shall be addressed through mediation, prior to the filing of any civil action. Only if such alternative dispute resolution efforts fail shall the Parties seek redress of complaints through civil suit. Nevertheless, the Parties agree that mediation may be done after the filing of a civil suit, in the event that any applicable limitations period would expire before mediation may be reasonably scheduled and performed.

Law. The terms and conditions of this Agreement, and the rights and obligations thereunder shall be determined by the laws of the State of Texas. Any suits, causes of action, or claims related to performance, non-performance or interpretation of this Agreement shall be brought in Bastrop County, Texas.

Construction of Agreement. The Parties acknowledge that each Party's legal counsel has had an opportunity to review the Agreement and that the normal rule of construction, to the effect that ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or its amendments or exhibits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect, and have agreed that the Agreement shall be effective when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below.

**BASTROP COUNTY SOIL AND WATER  
CONSERVATION DISTRICT #340**

ATTEST:

By: \_\_\_\_\_  
District Secretary

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

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

ATTEST:

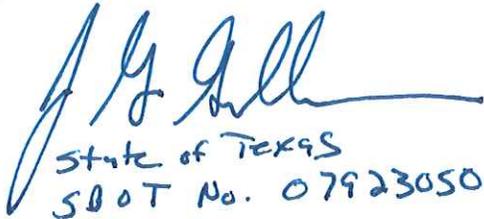
By: \_\_\_\_\_  
County Clerk

**BASTROP COUNTY, TEXAS**

By: \_\_\_\_\_  
Bastrop County Commissioner, Precinct 2

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

*Agreed as to form only:*

  
State of TEXAS  
SBOT No. 07923050

**ORDER AUTHORIZING A CONTRACT WITH ROSANKY COMMUNITY CENTER**

**WHEREAS**, Bastrop County, Texas (“County”) needs accessible polling locations to conduct elections; and

**WHEREAS**, the Rosanky Community Center has sufficient room for serving as a polling place for elections conducted by the County; and

**WHEREAS**, the access to the Rosanky Community Center can be impaired when it receives significant rainfall; and

**WHEREAS**, the County needs to improve access to the Rosanky Community Center in order to continue to use it for a polling place; and

**WHEREAS**, the County and the Rosanky Community Center have proposed a contract (the “Contract”) for the County to improve access and for the Rosanky Community Center to allow the County to use the facility for future elections; and

**WHEREAS**, the Commissioners Court of the County (the “Commissioners Court”) finds that the Contract with the Rosanky Community Center, attached as Exhibit “A”, will benefit the public by having an accessible polling place;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Commissioners Court, for and in behalf of said County and in the public interest, hereby finds and orders the following:

- (1) That the Contract between the County and Rosanky Community Center attached as Exhibit “A” is approved.
- (2) That Clara Beckett, Bastrop County Commissioner Precinct 2, is authorized to execute the Contract attached as Exhibit “A” on behalf of the County.
- (3) This Order was considered, ordered, passed, adopted, and approved at a meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

*[The remainder of this page intentionally left blank.]*

**CONSIDERED, ORDERED, PASSED, ADOPTED, AND APPROVED** on the \_\_\_\_  
day of \_\_\_\_\_, 2017.

**BASTROP COUNTY, TEXAS**

\_\_\_\_\_  
County Judge  
Bastrop County, Texas

**ATTEST:**

\_\_\_\_\_  
County Clerk  
Bastrop County, Texas

[Seal]

EXHIBIT "A"

**A CONTRACT BETWEEN  
Bastrop County, Texas  
AND  
Rosanky Community Center**

This Contract is made and entered into by the Bastrop County, Texas, a political subdivision of the State of Texas, hereinafter referred to as the COUNTY, having its principal place of business at 804 Pecan Street, Bastrop, Texas 78602, and Rosanky Community Center, hereinafter referred to as the CENTER, a tax-exempt unincorporated association having its principal place of business at 135 Main Street, Rosanky, Texas 78953.

**WITNESSETH**

WHEREAS: the COUNTY is responsible for conducting elections within the COUNTY for state and local offices and measures; and

WHEREAS, finding suitable locations for polling places is a major responsibility for the COUNTY; and

WHEREAS, the Center is a desirable location for serving as a polling place; and

WHEREAS, access to the Center can be impaired when it rains;

WHEREAS, the COUNTY has determined that the approximately five hundred (500) feet of roadway leading to the Center needs to be improved to permit better access to the Center by the voters; and

WHEREAS, the COUNTY does not have a viable location to move the polling place at the Center; and

WHEREAS, the COUNTY finds that the road can be improved for an amount not to exceed \$5,000; and

WHEREAS, the Center is agreeable to continue to serve as a polling place in exchange for the County improving access to the Center; and

WHEREAS, the County finds that the improvement of the road leading to the Center will benefit the residents of the County;

**NOW THEREFORE:** In consideration of the mutual obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CENTER do hereby agree as follows:

**ARTICLE 1: IDENTIFICATION OF CONTRACT DOCUMENTS; PARTY REPRESENTATIVES**

The Contract shall cover the improvement of the approximately five hundred (500) feet of road leading to the CENTER and the agreement by the CENTER to continue to provide space for a polling place at the CENTER in connection with elections conducted by the County.

COUNTY’S representative for the purpose of administrating this Contract is: Clara Beckett, Bastrop County Commissioner, Precinct 2.

The CENTER’s representative for the purpose of administering this Contract is: James R. Rose, President, Rosanky Community Center.

**ARTICLE 2: LEGAL AUTHORITY**

The CENTER and the COUNTY warrant and represent to each other that they have adequate legal authority to enter into this Contract. Their governing bodies have authorized the signatory officials and officers to enter into this Contract and to bind the parties to the terms of this Contract.

**ARTICLE 3: SCOPE OF WORK; COST OF WORK**

The scope of work is that the COUNTY shall use COUNTY personnel, equipment and materials to improve the approximately five hundred (500) feet by eleven (11) feet of road leading to the CENTER, at a cost not to exceed \$5,000, so that it will be better accessible to the voters so that they may participate in future elections conducted by the COUNTY.

In return for the COUNTY improving the road leading to the CENTER, CENTER agrees to permit the COUNTY to use the CENTER as a polling place without additional charge for future elections through December 31, 2020.

The COUNTY shall have discretion to decide what method and materials to use to improve the road. The COUNTY will consult with the CENTER on the method it will use to improve the road.

**ARTICLE 4: INDEPENDENT STATUS OF BOTH PARTIES**

The execution of this Contract and the performance of work described by this Contract do not change the independent status of the COUNTY or CENTER. No provision of this Contract or act of the COUNTY or the CENTER in performance of this Contract shall be construed as making CENTER the agent, servant, joint venturer, or employee of the COUNTY, the State of Texas or the United States Government. Employees and subcontractors of CENTER are subject to the exclusive control and supervision of CENTER and subcontractors, and CENTER is solely responsible for the performance of all subcontractors and employees under this Contract, as well as administering employee payrolls, payments to subcontractors and claims arising therefrom.

CONTRACTOR shall notify the COUNTY of any lawsuits threatened or filed against it related to

this Project. Further, CENTER shall notify the COUNTY of the threat of a lawsuit or any actual suit filed against CENTER relating to this Contract.

**ARTICLE 5: TITLE NOT RESTRICTIVE**

The titles assigned to the various articles of this Contract are for convenience only and are generally descriptive of the matters therein. Titles shall not be considered restrictive of the subject matter of any section, or a substantive part of this Contract.

**ARTICLE 6: CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

**ARTICLE 7: SEVERABILITY**

Both parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect, and parties agree that the Contract should be construed or reformed to accomplish, as closely as possible, the intent of the parties, but in a manner that is not invalid or unenforceable.

**ARTICLE 8: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be extended by up to one day for each day the affected party is unable to perform its obligations due to the event of Force Majeure. Determination of force majeure shall rest solely with the COUNTY.

In the event that COUNTY is unable to perform the work contemplated by the contract as a result of Force Majeure, the COUNTY shall notify the CENTER in writing.

**ARTICLE 9: THE COMPLETE AGREEMENT**

This Contract constitutes the complete agreement between parties hereto. This Contract supersedes any and all prior oral or written agreements between the parties relating to matters herein. This Contract cannot be modified except by written amendment executed by both parties.

**ARTICLE 10: INDEMNITY**

**The CENTER shall indemnify and hold harmless the COUNTY for any damages to CENTER property in the improvement of the road leading to the CENTER.**

**ARTICLE 11: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas and the United States Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in courts of competent jurisdiction in Bastrop County, Texas or if suit cannot be brought or maintained in state court, then in the Federal District Court for the Western District of Texas.

**ARTICLE 12: COUNTY'S AND CENTER'S REPRESENTATIVE**

CENTER'S representative(s) shall be the contact person(s) concerning all matters pertaining to this Contract. COUNTY'S representative(s) shall be the contact person(s) concerning all matters pertaining to this Contract. The CENTER and the COUNTY shall immediately communicate any changes of representation in written form to the other party.

Notices required by this Contract shall be in writing and sent to:

CENTER:

Rosanky Community Center  
Attn: James Rose, President  
PO Box 141  
Rosanky, Texas 78953-0141

COUNTY:

Bastrop County, Texas  
Attn.: Clara Beckett, County Commissioner, Precinct 2  
804 Pecan Street  
Bastrop, Texas 78602

With copy to:

Lisa Smith, Bastrop County Auditor  
804 Pecan Street  
Bastrop, Texas 78602

**ARTICLE 13: TERMINATION**

The COUNTY shall have the right to terminate this Contract for its convenience by giving the CENTER at least 30 days' notice of termination.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

**BASTROP COUNTY, TEXAS**

By: \_\_\_\_\_  
Clara Beckett  
Bastrop County Commissioner, Precinct 2

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

**ROSANKY COMMUNITY CENTER**

By: \_\_\_\_\_  
James A. Rose, President

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

**A CONTRACT BETWEEN  
Bastrop County, Texas  
AND  
Rosanky Community Center**

This Contract is made and entered into by the Bastrop County, Texas, a political subdivision of the State of Texas, hereinafter referred to as the COUNTY, having its principal place of business at 804 Pecan Street, Bastrop, Texas 78602, and Rosanky Community Center, hereinafter referred to as the CENTER, a tax-exempt unincorporated association having its principal place of business at 135 Main Street, Rosanky, Texas 78953.

**WITNESSETH**

WHEREAS: the COUNTY is responsible for conducting elections within the COUNTY for state and local offices and measures; and

WHEREAS, finding suitable locations for polling places is a major responsibility for the COUNTY; and

WHEREAS, the Center is a desirable location for serving as a polling place; and

WHEREAS, access to the Center can be impaired when it rains;

WHEREAS, the COUNTY has determined that the approximately five hundred (500) feet of roadway leading to the Center needs to be improved to permit better access to the Center by the voters; and

WHEREAS, the COUNTY does not have a viable location to move the polling place at the Center; and

WHEREAS, the COUNTY finds that the road can be improved for an amount not to exceed \$5,000; and

WHEREAS, the Center is agreeable to continue to serve as a polling place in exchange for the County improving access to the Center; and

WHEREAS, the County finds that the improvement of the road leading to the Center will benefit the residents of the County;

**NOW THEREFORE:** In consideration of the mutual obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CENTER do hereby agree as follows:

**ARTICLE 1: IDENTIFICATION OF CONTRACT DOCUMENTS; PARTY REPRESENTATIVES**

The Contract shall cover the improvement of the approximately five hundred (500) feet of road leading to the CENTER and the agreement by the CENTER to continue to provide space for a polling place at the CENTER in connection with elections conducted by the County.

COUNTY'S representative for the purpose of administrating this Contract is: Clara Beckett, Bastrop County Commissioner, Precinct 2.

The CENTER's representative for the purpose of administering this Contract is: James R. Rose, President, Rosanky Community Center.

**ARTICLE 2: LEGAL AUTHORITY**

The CENTER and the COUNTY warrant and represent to each other that they have adequate legal authority to enter into this Contract. Their governing bodies have authorized the signatory officials and officers to enter into this Contract and to bind the parties to the terms of this Contract.

**ARTICLE 3: SCOPE OF WORK; COST OF WORK**

The scope of work is that the COUNTY shall use COUNTY personnel, equipment and materials to improve the approximately five hundred (500) feet by eleven (11) feet of road leading to the CENTER, at a cost not to exceed \$5,000, so that it will be better accessible to the voters so that they may participate in future elections conducted by the COUNTY.

In return for the COUNTY improving the road leading to the CENTER, CENTER agrees to permit the COUNTY to use the CENTER as a polling place without additional charge for future elections through December 31, 2021.

The COUNTY shall have discretion to decide what method and materials to use to improve the road. The COUNTY will consult with the CENTER on the method it will use to improve the road.

**ARTICLE 4: INDEPENDENT STATUS OF BOTH PARTIES**

The execution of this Contract and the performance of work described by this Contract do not change the independent status of the COUNTY or CENTER. No provision of this Contract or act of the COUNTY or the CENTER in performance of this Contract shall be construed as making CENTER the agent, servant, joint venturer, or employee of the COUNTY, the State of Texas or the United States Government. Employees and subcontractors of CENTER are subject to the exclusive control and supervision of CENTER and subcontractors, and CENTER is solely responsible for the performance of all subcontractors and employees under this Contract, as well as administering employee payrolls, payments to subcontractors and claims arising therefrom.

CONTRACTOR shall notify the COUNTY of any lawsuits threatened or filed against it related to this Project. Further, CENTER shall notify the COUNTY of the threat of a lawsuit or any actual suit

filed against CENTER relating to this Contract.

#### **ARTICLE 5: TITLE NOT RESTRICTIVE**

The titles assigned to the various articles of this Contract are for convenience only and are generally descriptive of the matters therein. Titles shall not be considered restrictive of the subject matter of any section, or a substantive part of this Contract.

#### **ARTICLE 6: CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

#### **ARTICLE 7: SEVERABILITY**

Both parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect, and parties agree that the Contract should be construed or reformed to accomplish, as closely as possible, the intent of the parties, but in a manner that is not invalid or unenforceable.

#### **ARTICLE 8: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be extended by up to one day for each day the affected party is unable to perform its obligations due to the event of Force Majeure. Determination of force majeure shall rest solely with the COUNTY.

In the event that COUNTY is unable to perform the work contemplated by the contract as a result of Force Majeure, the COUNTY shall notify the CENTER in writing.

#### **ARTICLE 9: THE COMPLETE AGREEMENT**

This Contract constitutes the complete agreement between parties hereto. This Contract supersedes any and all prior oral or written agreements between the parties relating to matters herein. This Contract cannot be modified except by written amendment executed by both parties.

#### **ARTICLE 10: INDEMNITY**

**The CENTER shall indemnify and hold harmless the COUNTY for any damages to CENTER property in the improvement of the road leading to the CENTER.**

**ARTICLE 11: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas and the United States Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in courts of competent jurisdiction in Bastrop County, Texas or if suit cannot be brought or maintained in state court, then in the Federal District Court for the Western District of Texas.

**ARTICLE 12: COUNTY'S AND CENTER'S REPRESENTATIVE**

CENTER'S representative(s) shall be the contact person(s) concerning all matters pertaining to this Contract. COUNTY'S representative(s) shall be the contact person(s) concerning all matters pertaining to this Contract. The CENTER and the COUNTY shall immediately communicate any changes of representation in written form to the other party.

Notices required by this Contract shall be in writing and sent to:

CENTER:

Rosanky Community Center  
Attn: James Rose, President  
PO Box 141  
Rosanky, Texas 78953-0141

COUNTY:

Bastrop County, Texas  
Attn.: Clara Beckett, County Commissioner, Precinct 2  
804 Pecan Street  
Bastrop, Texas 78602

With copy to:

Lisa Smith, Bastrop County Auditor  
804 Pecan Street  
Bastrop, Texas 78602

**ARTICLE 13: TERMINATION**

The COUNTY shall have the right to terminate this Contract for its convenience by giving the CENTER at least 30 days' notice of termination.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

**BASTROP COUNTY, TEXAS**

By: \_\_\_\_\_  
Clara Beckett,  
Bastrop County Commissioner, Precinct 2

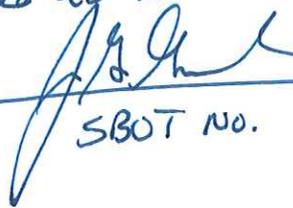
Date: \_\_\_\_\_

**ROSANKY COMMUNITY CENTER**

By: \_\_\_\_\_  
James A. Rose, President

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

*Agreed as to form only:*

  
\_\_\_\_\_  
SBOT NO. 07923050

# ITEM 13



**Engineering & CIP Department**  
Carolyn Dill, P.E. – Director

Sonia Thomas, Planning Technician

211 Jackson St.  
Bastrop, Texas 78602  
512.581.4076  
FAX: 512.581.7178

[sonia.thomas@co.bastrop.tx.uss](mailto:sonia.thomas@co.bastrop.tx.uss)

TO: Members of the Bastrop County Commissioners Court

FROM: Sonia Thomas

DATE: January 4, 2017

RE: Discussion and possible action regarding an existing metes and bounds division which established 1.500 acres (Lot 30A), 3.160 acres (Lot 30B), 1.190 acres (Lot 37A), 1.166 acres (Lot 38A), 1.05 acres (42A), 1.041 acres (56A), 3.278 acres (Lot 60A), 0.886 acres (69B), 1.000 acres (Lot 76A), 1.162 acres (Lot 76B), 2.160 acres (Lot 81B), 2.290 acres (Lot 82A), and 2.620 acres (Lot 83A), all of the Pioneer Pines Farm subdivision; Precinct 2; (pursuant to Section 232.010 of the Texas Local Government Code)

Pioneer Pines Farm subdivision plat was recorded in 1983.

In the mid 80's the following lots of Pioneer Pines Farm subdivision were separated:

Lot 30; 4.071 acres separated into 3 lots  
Lot 37; 2.380 acres separated into 2 lots  
Lot 38; 2.332 acres separated into 2 lots  
Lot 42; 2.098 acres separated into 2 lots  
Lot 56; 2.082 acres separated into 2 lots  
Lot 60; 7.280 acres separated into 2 lots  
Lot 69; 1.886 acres separated into 2 lots  
Lot 76; 2.168 acres separated into 2 lots  
Lot 81; 4.318 acres separated into 2 lots  
Lot 82; 4.586 acres separated into 2 lots  
Lot 83; 5.621 acres separated into 2 lots

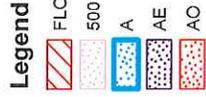
The property owners of Lots 30A, 30B, 37A, 38A, 42A, 56A, 60A, 69B, 76A, 76B, 81B, 82A and 83A are requesting for Commissioners Court to grant an exemption from the plat requirements to resolve the land division issues.

Section 232.010 of the Local Government Code grants Commissioners Court the authority to allow this exception to the plat requirements.

Attached: Aerial map and Metes & bounds descriptions

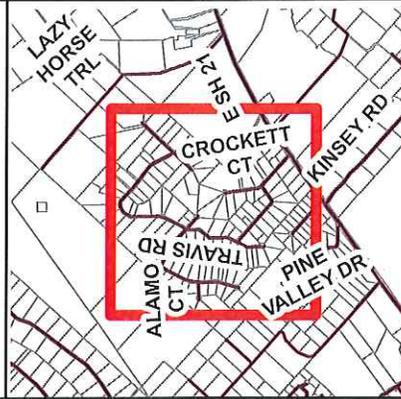
**Pioneer Pines Farm**

Lots 30A, 30B, 37A,  
38A, 42A, 56A, 60A,  
69B, 76A, 76B, 81B,  
82A, and 83A



Map Produced: 01/04/2017

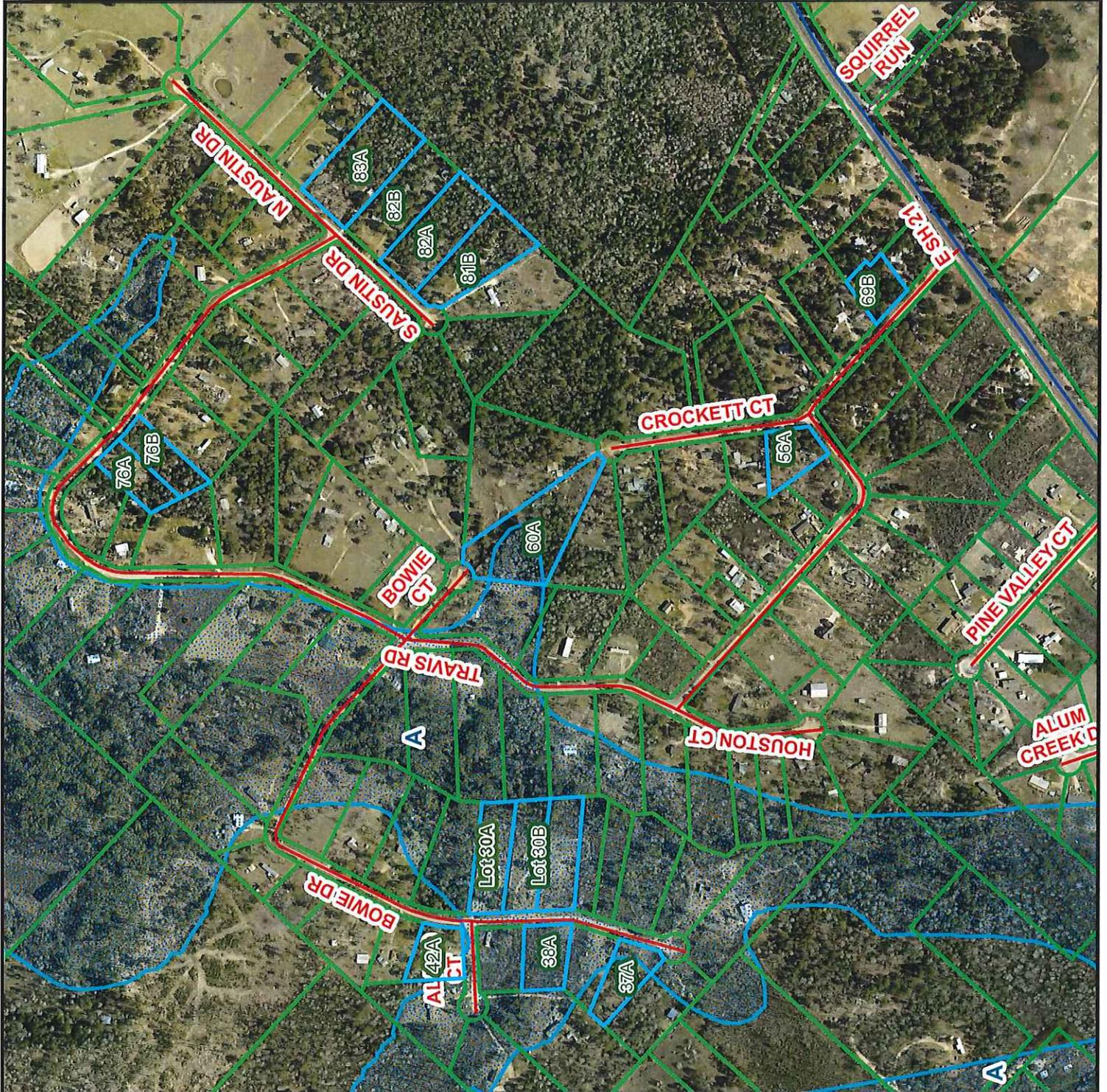
VICINITY MAP in = 4,059 feet



**BASTROP  
COUNTY  
TEXAS**

**DISCLAIMER:**

Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



**DALE L. OLSON**

Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
Phone (512)321-5476 Fax (512)303-5476  
[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT 30 (30A), PIONEER PINES FARM SUBDIVISION,  
BASTROP COUNTY, TEXAS.

BEING a portion of Lot 30 (30A), Pioneer Pines Farm Subdivision, a subdivision in Bastrop County, Texas, as recorded in Plat Cabinet 2, Page 217B, Bastrop County Plat Records, Bastrop County, Texas. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found in the curving east line of Bowie Drive, a 60 foot County Road, at the northwest corner of Lot 30 and southwest corner of Lot 29, for the northwest corner of this tract.

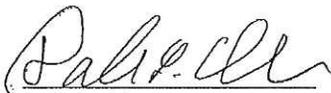
THENCE with the north line of Lot 30 and south line of Lot 29, S 79 deg. 19 min. 29 sec. E, 469.10 feet to an iron rod found at the common corner of same in the west line of Lot 23 for the northeast corner of this tract. Same being in Alum Creek.

THENCE with the west line of Lots 23 and 22, and the east line of Lot 30, in Alum Creek, S 06 deg. 36 min. 42 sec. W, 30.00 feet to an iron rod found; S 01 deg. 02 min. 23 sec. E, at 63.27 feet pass the common corner of Lots 23 and 22, 112.34 feet in all to an iron rod set for the southeast corner of this tract.

THENCE crossing Lot 30 N 79 deg. 19 min. 29 sec. W, 468.32 feet to an iron rod set in the west line of same and the east line of Bowie Drive for the southwest corner of this tract.

THENCE with the east line of Bowie Drive and west line of Lot 30, N 00 deg. 00 min. 00 sec. E, 112.62 feet to an iron rod found at the beginning of a curve to the right.

THENCE continuing with said line along a curve to the right whose radius is 670.00 feet; whose chord bears N 01 deg. 16 min. 10 sec. W, 29.61 feet; 29.61 feet along the arc to the POINT OF BEGINNING, containing 1.500 acres of land.



Dale L. Olson  
Reg. Pro. Land Surveyor 1753



©2016 Dale L. Olson Surveying Co.

Order# 16-367-31\_30A

Michael D. Olson  
Reg. Pro. Land Surveyor 5386

Date Created: 4-19-16

R52220  
Lot 30; 4.071 acres  
split into 3 lots

**DALE L. OLSON**  
Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
Phone (512)321-5476 Fax (512)303-5476  
[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT 30 (30B), PIONEER PINES FARM SUBDIVISION,  
BASTROP COUNTY, TEXAS.

BEING a portion of Lot 30 (30B), Pioneer Pines Farm Subdivision, a subdivision in Bastrop County, Texas, as recorded in Plat Cabinet 2, Page 217B, Bastrop County Plat Records, Bastrop County, Texas. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

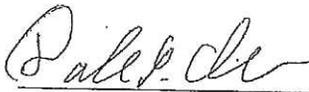
BEGINNING at an iron rod found in the east line of Bowie Drive, a 60 foot County Road, at an angle of same, the northwest corner of Lot 31 and southwest corner of Lot 30, for the southwest corner of this tract.

THENCE with the east line of Bowie Drive and west line of Lot 30, N 00 deg. 00 min. 00 sec. E, 286.01 feet to an iron rod set for the northwest corner of this tract.

THENCE crossing Lot 30, S 79 deg. 19 min. 29 sec. E, 468.32 feet to an iron rod set in the west line of Lot 22 and east line of Lot 30 for the northeast corner of this tract. Same being in Alum Creek.

THENCE with the west line of Lots 22 and 21, and the east line of Lot 30, in Alum Creek, S 01 deg. 02 min. 23 sec. E, 291.51 feet to an iron rod found at the northeast corner of Lot 31 and southeast corner of Lot 30, for the southeast corner of this tract.

THENCE with the north line of Lot 31 and south line of Lot 30, N 81 deg. 50 min. 38 sec. W, 470.08 feet to the POINT OF BEGINNING, containing 3.160 acres of land.



Dale L. Olson  
Reg. Pro. Land Surveyor 1753

Order# 16-367-31\_30B



©2016 Dale L. Olson Surveying Co.

Michael D. Olson  
Reg. Pro. Land Surveyor 5386

Date Created: 4-19-16

Lot 30: 4.071 acres  
split into 3 lots  
(30A, 30B & 30C)

30B & 30C have been  
combined into 1 lot

R57753 & R57764  
(30B) (30C)

**DALE L. OLSON**

Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
Phone (512)321-5476 Fax (512)303-5476  
[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT 37 (37A), PIONEER PINES FARM SUBDIVISION,  
BASTROP COUNTY, TEXAS.

BEING a portion of Lot 37 (37A), Pioneer Pines Farm Subdivision, as recorded in Plat Cabinet 2, Page 217B, Bastrop County Plat Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at an iron rod found at the northeast corner of Lot 37 and southeast corner of Lot 38, in the west line of Bowie Drive, a 60 foot County Road.

THENCE with the west line, at an angle of Bowie Drive and east line of Lot 37, S 20 deg. 00 min. 00 sec. W, 212.71 feet to an iron rod set for the POINT OF BEGINNING, the northeast corner of this tract.

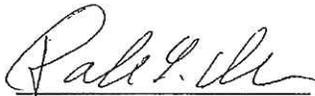
THENCE continuing with said line, S 20 deg. 00 min. 00 sec. W, 176.71 feet to an iron rod found at the beginning of a cul-de-sac.

THENCE continuing with said line along a cul-de-sac curve to the left whose radius is 60.00 feet; whose long chord bears S 62 deg. 32 min. 33 sec. W, 36.00 feet; 36.56 feet along the arc to an iron rod found at the southeast corner of Lot 37 and northwest corner of Lot 36, for the southeast corner of this tract.

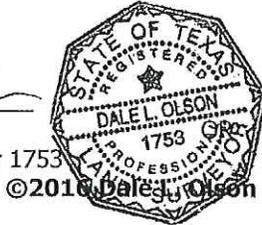
THENCE with the northeast line of Lot 36 and southwest line of Lot 37, N 44 deg. 54 min. 55 sec. W, 378.88 feet to an iron rod found in the southeast line of Lot 39, at the northwest corner of Lot 36, for the southwest corner of this tract.

THENCE with the southeast line of Lot 39 and the northwest line of Lot 37, N 45 deg. 15 min. 56 sec. E, 82.20 feet to an iron rod set for the northwest corner of this tract, from which an iron rod found at the northwest corner of Lot 37 bears N 45 deg. 15 min. 56 sec. E, 147.60 feet.

THENCE crossing Lot 37, S 64 deg. 32 min. 52 sec. E, 333.91 feet to the POINT OF BEGINNING, containing 1.190 acres of land.



Dale L. Olson  
Reg. Pro. Land Surveyor 1753



©2016 Dale L. Olson Surveying Co.

Order# 16-367-31\_37A

Michael D. Olson  
Reg. Pro. Land Surveyor 5386

Date Created: 4-19-16

R52227  
Lot 37, 2.380 acres  
split into 2 lots

**DALE L. OLSON**

Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
Phone (512)321-5476 Fax (512)303-5476  
[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT 38 (38A), PIONEER PINES FARM SUBDIVISION,  
BASTROP COUNTY, TEXAS.

BEING a portion of Lot 38 (38A), Pioneer Pines Farm Subdivision, a subdivision in Bastrop County, Texas, as recorded in Plat Cabinet 2, Page 217B, Bastrop County Plat Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found in the west line of Bowie Drive, a 60 foot County Road, at the northeast corner of Lot 37 and southeast corner of Lot 38, for the southeast corner of this tract.

THENCE with the north line of Lot 37 and south line of Lot 38, N 80 deg. 00 min. 10 sec. W, 273.56 feet to an iron rod found for the common corner of same, at an angle in the east line of Lot 39, for the southwest corner of this tract.

THENCE with the east line of Lot 39 and the west line of Lot 38, N 00 deg. 00 min. 00 sec. E, 176.08 feet to an iron rod set for the northwest corner of this tract.

THENCE crossing Lot 38, S 85 deg. 12 min. 37 sec. E, 270.35 feet to an iron rod set in the east line of same, the west line of the before said Bowie Drive, for the northeast corner of this tract.

THENCE with the west line of Bowie Drive and east line of Lot 38, S 00 deg. 00 min. 00 sec. W, 201.01 feet to the POINT OF BEGINNING, containing 1.166 acres of land.



Dale L. Olson  
Reg. Pro. Land Surveyor 1753



©2016 Dale L. Olson Surveying Co.

Order# 16-367-31\_38A

Michael D. Olson  
Reg. Pro. Land Surveyor 5386

Date Created: 4-20-16

*RS 7761  
Lot 38: 2.332 acres  
split into 2 lots*

**DALE L. OLSON**

Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
Phone (512)321-5476 Fax (512)303-5476  
[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT 42 (42A), PIONEER PINES FARM SUBDIVISION,  
BASTROP COUNTY, TEXAS.

BEING a portion of Lot 42 (42A), Pioneer Pines Farm Subdivision, as recorded in Plat Cabinet 2, Page 217B, of the Bastrop County Plat Records, Bastrop County, Texas. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found for the southeast corner of Lot 42 at the intersection of the north line of Alamo Court, a 60 foot County Road, and the west line of Bowie Drive, a 60 foot County Road, for the southeast corner of this tract.

THENCE with the south line of Lot 42 and north line of Alamo Court, S 89 deg. 30 min. 00 sec. W, 207.37 feet to an iron rod found at the southwest corner of Lot 42 and southeast corner of Lot 41, for the southwest corner of this tract.

THENCE with the west line of Lot 42 and east line of Lot 41, N 00 deg. 30 min. 00 sec. W, 251.42 feet to an iron rod set for the northwest corner of this tract.

THENCE crossing Lot 42, S 69 deg. 08 min. 35 sec. E, 257.14 feet to an iron rod set in the east line of same, the west line of Bowie Drive, for the northeast corner of this tract.

THENCE with the curving east line of Lot 42 and west line of Bowie Drive, 161.33 feet along the arc of a curve to the left, having a radius of 730 feet and a chord which bears S 11 deg. 00 min. 21 sec. W, a distance of 161.01 feet to the POINT OF BEGINNING, containing 1.05 acres of land.



Dale L. Olson  
Reg. Pro. Land Surveyor 1753



©2016 Dale Olson Surveying Co.

Order# 16-367-31\_42A

Michael D. Olson  
Reg. Pro. Land Surveyor 5386

Date Created: 4-20-16

R52232  
Lot 42, 2.098 acres  
split into 2 lots

**DALE L. OLSON**

Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
Phone (512)321-5476 Fax (512)303-5476  
[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT 56 (56A), PIONEER PINES FARM SUBDIVISION,  
BASTROP COUNTY, TEXAS.

BEING a portion of Lot 56 (56A), Pioneer Pines Farm Subdivision, a subdivision in Bastrop County, Texas, as recorded in Plat Cabinet 1, Page 217B, Bastrop County Plat Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found at the intersection of the west line of Crockett Ct., a 60 foot County Road, with the northwest line of Travis Road, a 60 foot County Road, the southeast corner of Lot 56, for the southeast corner of this tract.

THENCE with the northwest line of Travis Road and southeast line of Lot 56, S 56 deg. 48 min. 36 sec. W, 140.93 feet to an iron rod found at the southeast corner of Lot 55 and southwest corner of Lot 56, for the southwest corner of this tract.

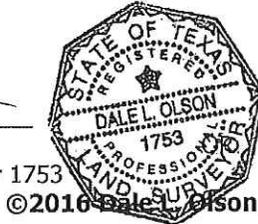
THENCE with the northeast line of Lot 55 and southwest line of Lot 56, N 33 deg. 11 min. 24 sec. W, 302.41 feet to an iron rod set for the northwest corner of this tract.

THENCE crossing Lot 56, N 89 deg. 06 min. 49 sec. E, 266.65 feet to an iron rod set in the east line of Lot 56 and west line of Crockett Ct., for the northeast corner of this tract.

THENCE with the west line of Crockett Ct. and east line of Lot 56, S 05 deg. 21 min. 00 sec. E, 180.84 feet to the POINT OF BEGINNING, containing 1.041 acres of land.



Dale L. Olson  
Reg. Pro. Land Surveyor 1753



©2016 Dale L. Olson Surveying Co.

Order# 16-367-31\_56A

Michael D. Olson  
Reg. Pro. Land Surveyor 5386

Date Created: 4-19-16

R52246  
Lot 56; 2.082 acres  
split into 2 lots

**DALE L. OLSON**

Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
Phone (512)321-5476 Fax (512)303-5476  
[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT 60 (60A), PIONEER PINES FARM SUBDIVISION,  
BASTROP COUNTY, TEXAS.

BEING a portion of Lot 60 (60A), Pioneer Pines Farm Subdivision, a subdivision in Bastrop County, Texas, as recorded in Plat Cabinet 2, Page 217B, Bastrop County Plat Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found in the east line of Lot 49 and the north or northwest corner of Lot 59 and west or southwest corner of Lot 60, for the west or southwest corner of this tract.

THENCE with the east line of Lot 49 and west line of Lot 60, N 08 deg. 03 min. 13 sec. E, 300.00 feet to an iron rod found in the cul-de-sac of Bowie Ct. for the east or southeast corner of Lot 49 and north or northwest corner of Lot 60 and this tract.

THENCE with the cul-de-sac of Bowie Ct. and north line of Lot 60 whose radius is 60.00 feet; whose long chord bears N 56 deg. 26 min. 55 sec. E, 79.69 feet; 87.15 feet along the arc to an iron rod set for the most northerly corner of this tract.

THENCE S 83 deg. 33 min. 35 sec. E, 66.32 feet to an iron rod set for the northeast corner of this tract.

THENCE S 32 deg. 16 min. 52 sec. E, 686.05 to an iron rod set in the cul-de-sac of Crockett Ct., a County Road, for the southeast corner of this tract.

THENCE with the cul-de-sac of Crockett Ct. along a curve to the left whose radius is 60.00 feet; whose long chord bears S 49 deg. 01 min. 20 sec. W, 42.34 feet; 43.27 feet along the arc to an iron rod found at the east or northeast corner of Lot 59 and most southerly corner of Lot 60, for the most southerly corner of this tract.

THENCE with the northeast line of Lot 59 and southwest line of Lot 60, N 61 deg. 41 min. 04 sec. W, 577.94 feet to the POINT OF BEGINNING, containing 3.278 acres of land.



Dale L. Olson  
Reg. Pro. Land Surveyor 1753



Michael D. Olson  
Reg. Pro. Land Surveyor 5386

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Order# 16-367-31\_60A

Date Created: 5-23-16

R57752  
Lot 60; 7.280  
split into 2 lots

**DALE L. OLSON**

Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
Phone (512)321-5476 Fax (512)303-5476  
[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT 69 (69B), PIONEER PINES FARM SUBDIVISION,  
BASTROP COUNTY, TEXAS.

BEING a portion of Lot 69 (69B), Pioneer Pines Farm Subdivision, a subdivision in Bastrop County, Texas, as recorded in Plat Cabinet 2, Page 217B, Bastrop County Plat Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found in the northeast line of Travis Road, a 60 foot County Road, at the south or southwest corner of Lot 69 and west or northwest corner of Lot 68, for the west or northwest corner of this tract.

THENCE with the south or southeast line of Lot 68 and north or northwest line of Lot 69, N 56 deg. 48 min. 36 sec. E, 215.52 feet to an iron rod found at the west or northwest corner of Lot 70, the north or northeast corner of Lot 69, for the north or northeast corner of this tract.

THENCE with the west or southwest line of Lot 70 and east or northeast line of Lot 69, S 44 deg. 43 min. 33 sec. E, 119.90 feet to an iron rod found for an angle corner; S 44 deg. 43 min. 33 sec. W, 25.00 feet to an iron rod found for an interior corner; S 44 deg. 43 min. 33 sec. E, 65.73 feet to an iron rod set for the east or southeast corner of this tract.

THENCE crossing Lot 69, S 56 deg. 48 min. 36 sec. W, 190.03 feet to an iron rod set in the west or southwest line of same, the east or northeast line of the before said Travis Road, for the south or southwest corner of this tract.

THENCE with the east or northeast line of Travis Road and west or southwest line of Lot 69, N 44 deg. 43 min. 33 sec. W, 190.73 feet to the POINT OF BEGINNING, containing 0.886 acres of land.



Dale L. Olson  
Reg. Pro. Land Surveyor 1753



©2016 Dale L. Olson Surveying Co.

Order# 16-367-31\_69B

Michael D. Olson  
Reg. Pro. Land Surveyor 5386

Date Created: 4-19-16

R 58445  
Lot 69; 1.886 acres  
split into 2 lots

**DALE L. OLSON**

Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
Phone (512)321-5476 Fax (512)303-5476  
[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT 76 (76A), PIONEER PINES FARM SUBDIVISION,  
BASTROP COUNTY, TEXAS.

BEING a portion of Lot 76 (76A), Pioneer Pines Farm Subdivision, as recorded in Plat  
Cabinet 2, Page 217B, Bastrop County Plat Records, Bastrop County, Texas.

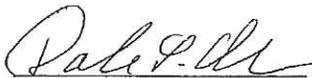
BEGINNING at an iron rod found in the southwest line of Travis Road, a 60 foot  
County Road, at the east corner of Lot 75 and north corner of Lot 76, for the north  
corner of this tract.

THENCE with the southwest line of Travis Road and northeast line of Lot 76, S 41  
deg. 55 min. 04 sec. E, 130.25 feet to an iron rod set, for the east corner of this tract.

THENCE crossing Lot 76, S 44 deg. 15 min. 58 sec. W, 410.74 feet to an iron rod  
set in the southwest line of same, an easterly line of Lot 74, for the south corner of this  
tract.

THENCE with the southwest line of Lot 76 and easterly line of Lot 74, N 24 deg.  
37 min. 47 sec. W, 138.53 feet to an iron rod found at the common corner of Lots 74,  
75 and 76, for the west corner of this tract.

THENCE with the southeast line of Lot 75 and northwest line of Lot 76, N 45 deg.  
15 min. 58 sec. E, 314.24 feet to the POINT OF BEGINNING, containing 1.000 acre of  
land.



Dale L. Olson  
Reg. Pro. Land Surveyor 1753

Order# 16-367-31\_76A



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Michael D. Olson  
Reg. Pro. Land Surveyor 5386

Date Created: 4-20-16

R82379  
Lot 76: 2.168 acres  
split into 2 lots

**DALE L. OLSON**

Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
Phone (512)321-5476 Fax (512)303-5476  
[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT 76 (76B), PIONEER PINES FARM SUBDIVISION,  
BASTROP COUNTY, TEXAS.

BEING a portion of Lot 76 (76B), Pioneer Pines Farm Subdivision, a subdivision in Bastrop County, Texas, as recorded in Plat Cabinet 2, Page 217B, Bastrop County Plat Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found in the southwest line of Travis Road, a 60 foot County Road, at the north corner of Lot 77 and east corner of Lot 76, for the east corner of this tract.

THENCE with the northwest line of Lot 77 and southeast line of Lot 76, S 45 deg. 15 min. 58 sec. W, 410.78 feet to an iron rod found at the common corner of same, the north or northeast corner of Lot 48 and south or southeast corner of Lot 74, for the south corner of this tract.

THENCE with the northeast line of Lot 74 and southwest line of Lot 76, N 24 deg. 37 min. 47 sec. W, 141.47 feet to an iron rod found for the west corner of this tract.

THENCE crossing Lot 76, N 45 deg. 15 min. 58 sec. E, 410.74 feet to an iron rod found in the northeast line of same, the southwest line of the before said Travis Road, for the north corner of this tract.

THENCE with the southwest line of Travis Road and northeast line of Lot 76, S 41 deg. 55 min. 04 sec. E, 41.10 feet to an iron rod found at an angle of same, continuing S 50 deg. 08 min. 00 sec. E, 92.21 feet to the POINT OF BEGINNING, containing 1.162 acres of land.

*Dale L. Olson*

Dale L. Olson  
Reg. Pro. Land Surveyor 1753



©2016 Dale L. Olson Surveying Co.

Order# 16-367-31\_76B

Michael D. Olson  
Reg. Pro. Land Surveyor 5386

Date Created: 4-20-16

R52266  
Lot 76 is 2.168 acres  
split into 2 lots

**DALE L. OLSON**

Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
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[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT 81 (81B), PIONEER PINES FARM SUBDIVISION,  
BASTROP COUNTY, TEXAS.

BEING a portion of Lot 81 (81B), Pioneer Pines Farm Subdivision, a subdivision in Bastrop County, Texas, as recorded in Plat Cabinet 2, Page 217B, Bastrop County Plat Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at the west corner of said Lot 82 and north corner of Lot 81, an iron rod found in the southeast line of Austin Drive, a 60 foot County Road in said subdivision, for the north corner of this tract.

THENCE with the northeast line of Lot No. 81 and southwest line of Lot No. 82, S 44 deg. 42 min. 54 sec. E, 499.48 feet to an iron rod found at the south corner of Lot 82 and east corner of Lot 81, for the east corner of this tract.

THENCE with the southeast line of Lot No. 81, S 45 deg. 16 min. 09 sec. W, 250.10 feet to an iron rod set for the south corner of this tract.

THENCE crossing Lot 81, N 29 deg. 09 min. 15 sec. W, 489.41 feet to an iron rod set in the cul-de-sac of Austin Drive, for the west corner of this tract.

THENCE with the cul-de-sac of Austin Drive along a curve to the left whose radius is 60.00 feet; whose long chord bears N 07 deg. 48 min. 29 sec. E, 46.02 feet; 47.23 feet along the arc to an iron rod found at end of said curve, for an angle in the northwest line of this tract.

THENCE with the southeast line of Austin Drive and northwest line of Lot 81, N 45 deg. 17 min. 06 sec. E, 80.00 feet to the POINT OF BEGINNING, containing 2.160 acres of land.

Dale L. Olson  
Reg. Pro. Land Surveyor 1753



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Order# 16-367-31\_81B

Michael D. Olson  
Reg. Pro. Land Surveyor 5386

Date Created: 4-20-16

R57751  
Lot 81; 4.318 acres  
Split into 2 lots

**DALE L. OLSON**

Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
Phone (512)321-5476 Fax (512)303-5476  
[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT 82 (82A), PIONEER PINES FARM SUBDIVISION,  
BASTROP COUNTY, TEXAS.

BEING a portion of Lot 82 (82A), Pioneer Pines Farm Subdivision, a subdivision in Bastrop County, Texas, as recorded in Plat Cabinet 2, Page 217B, Bastrop County Plat Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at the west corner of Lot 82 and north corner of Lot 81, an iron rod found in the southeast line of Austin Drive, a 60 foot County Road in said subdivision, for the west corner of this tract.

THENCE with the southeast line of Austin Drive and northwest line of Lot 82, N 45 deg. 17 min. 06 sec. E, 200.00 feet to an iron rod set for the north corner of this tract.

THENCE crossing Lot 82, S 44 deg. 42 min. 54 sec. E, 499.40 feet to an iron rod set in the southeast line of Lot 82, for the east corner of this tract.

THENCE with the southeast line of Lot 82, S 45 deg. 16 min. 09 sec. W, 200.00 feet to an iron rod found at the south corner of same and east corner of Lot 81, for the south corner of this tract.

THENCE with the southwest line of Lot 82, N 44 deg. 42 min. 54 sec. W, 499.48 feet to the POINT OF BEGINNING, containing 2.290 acres of land.

*Dale L. Olson*

Dale L. Olson  
Reg. Pro. Land Surveyor 1753

Order# 16-367-31\_82A



© 2016 Dale L. Olson Surveying Co.

Michael D. Olson  
Reg. Pro. Land Surveyor 5386

Date Created: 4-20-16

*R52276  
Lot 82; 4.586 acres  
split into 2 lots*

**DALE L. OLSON**  
Registered Professional Land Surveyor  
711 Water Street  
Bastrop, Texas 78602  
Phone (512)321-5476 Fax (512)303-5476  
[olsonsurvey@sbcglobal.net](mailto:olsonsurvey@sbcglobal.net)

FIELD NOTES FOR A PORTION OF LOT NO. 83 (83A), PIONEER PINES FARM SUBDIVISION, BASTROP COUNTY, TEXAS.

BEING a portion of Lot No. 83 (83A), Pioneer Pines Farm Subdivision, a subdivision in Bastrop County, Texas, as recorded in Plat Cabinet 2, Page 217B, Bastrop County Plat Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at the west corner of said Lot No. 83 and north corner of Lot 82, an iron rod found in the southeast line of Austin Drive, a 60 foot County Road in said subdivision, for the west corner of this tract.

THENCE with the southeast line of Austin Drive and northwest line of Lot 83, N 45 deg. 17 min. 06 sec. E, 245.16 feet to an iron rod set for the north corner of this tract.

THENCE crossing Lot 83, S 44 deg. 42 min. 54 sec. E, 499.31 feet to an iron rod set in the southeast line of same, for the east corner of this tract.

THENCE with the southeast line of Lot No. 83, S 45 deg. 16 min. 09 sec. W, 245.16 feet to an iron rod found at the east corner of Lot 82 and south corner of Lot 83, for the south corner of this tract.

THENCE with the northeast line of Lot 82 and southwest line of Lot 83, N 44 deg. 42 min. 54 sec. W, 499.37 feet to the POINT OF BEGINNING, containing 2.620 acres of land.



Dale L. Olson  
Reg. Pro. Land Surveyor 1753

Order# 16-367-31\_83A



©2016 Dale L. Olson Surveying Co.

Michael D. Olson  
Reg. Pro. Land Surveyor 5386

Date Created: 4-20-16

R57750  
Lot 83; 5.621  
split into 2 lots

## ITEM 14

### COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 1/09/2017

#### **Discussion and possible action re: Request approval to implement a new agreement with Ricoh for copier equipment and service at the Bastrop County Animal Shelter; Leon Scaife**

---

Judge and Commissioners,

Bastrop County Animal Shelter Director Ashley Hermans is requesting the lease of a new printer/copier for use at the Bastrop County Animal Shelter. The Ricoh printer they are currently using is undersized. By signing a new lease the monthly cost for the Animal Shelter printer/copier will be reduced from \$285.00 to \$235.00. The new lease would run for 60 months from the date of signing and would have a separate termination date from the other Bastrop County leases with Ricoh. The service agreement for this copier will be placed into the existing service contract that the County currently has in place and pays for annually.

Staff recommends approval.



Ricoh USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355

# Product Schedule

Product Schedule Number: \_\_\_\_\_

Master Lease Agreement Number: \_\_\_\_\_

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and BASTROP COUNTY, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the \_\_\_\_\_ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

### CUSTOMER INFORMATION

BASTROP COUNTY				Leon Scaife			
Customer (Bill To)				Billing Contact Name			
589 COOL WATER DR ANIMAL CONTROL				PO BOX 676			
Product Location Address				Billing Address (if different from location address)			
BASTROP	TX	78602-6725		BASTROP	TX	78602-0676	
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (512)581-7110			Billing Contact Facsimile Number			Billing Contact E-Mail Address leon.scaife@co.bastrop.tx.us	

### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MPC4504 BRANDING SET

Qty	Product Description: Make & Model

### PAYMENT SCHEDULE

<b>Minimum Term</b> (months)	<b>Minimum Payment</b> (Without Tax)	<b>Minimum Payment Billing Frequency</b>	<b>Advance Payment</b>
60	\$ 234.44	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1st Payment <input type="checkbox"/> 1st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt:  YES (Attach Exemption Certificate)      Customer Billing Reference Number (P.O. #, etc.) \_\_\_\_\_  
 Addendum(s) attached:  YES (check if yes and indicate total number of pages: 2 )

### TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: \_\_\_\_\_

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<b>CUSTOMER</b> By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	Accepted by: <b>RICOH USA, INC.</b> By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
---	---





## ORDER AGREEMENT

Master Maintenance and Sale Agreement Date:		Sale Type :	LEASE
---	--	-------------	-------

BILL TO INFORMATION			
Customer Legal Name: BASTROP COUNTY			
Address Line 1: PO BOX 676		Contact: Scaife,Leon	
Address Line 2:		Phone: (512)581-7110	
City: BASTROP		E-mail: leon.scaife@co.bastrop.tx.us	
ST / Zip: TX/78602-0676	County: BASTROP	Fax:	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input checked="" type="checkbox"/> Fixed Service Charge <input checked="" type="checkbox"/> Add to Existing Service Contract # 3889492
<input type="checkbox"/> PO Included PO# _____	<input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work)
<input type="checkbox"/> Syndication	<input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including by not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signature. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.).

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60 Months	ANNUALLY	MONTHLY- COLOR ANNUALLY - BW

SHIP TO INFORMATION			
Customer Name: BASTROP COUNTY			
Address Line 1: 589 COOL WATER DR		Contact: hermans,ashley	
Address Line 2: ANIMAL CONTROL		Phone: (512)549-5160	
City: BASTROP		E-mail: ashley.hermans@co.bastrop.tx.us	
ST / Zip: TX/78602-6725	County: BASTROP	Fax:	

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MPC4504 BRANDING SET	1	Gold	60,000	\$0.0078	0	\$0.0580	\$468.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN - SEG BC4	1





ORDER TOTALS		
<b>Service Type Offerings:</b>	<b>Product Total:</b>	
<b>Gold:</b> Includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services:</b>	
<b>Silver:</b> Includes all supplies. Excludes paper and staples.	<b>Buyout:</b>	
<b>Bronze:</b> Parts and labor only. Excludes paper, staples and supplies.	<b>Grand Total: (Excludes Tax)</b>	
<b>Additional Provisions:</b>		

<b>Accepted by Customer</b>	<b>Accepted: Ricoh USA, Inc.</b>
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____





EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Table with customer information: Customer Name: BASTROP COUNTY, Contact Name: Scaife, Leon, Phone: (512)581-7110, Address: 589 COOL WATER DR, City: BASTROP, State: TX, Zip: 78602-6725, Fax/Email: leon.scaife@co.bastrop.tx.us

Table with equipment details: Make, Model (MPC4501), Serial Number (V9505900489)

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option. This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party...

Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement...

CUSTOMER

RICOH USA, INC.

Signature: \_\_\_\_\_
Name \_\_\_\_\_
Title \_\_\_\_\_
Date \_\_\_\_\_

Signature: \_\_\_\_\_
Name \_\_\_\_\_
Title \_\_\_\_\_
Date \_\_\_\_\_





Ricoh USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355

THIS ADDENDUM (this "Addendum"), dated as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is to that certain Master Lease Agreement no. \_\_\_\_\_ (the "Agreement"), dated as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Ricoh USA, Inc. ("we" or "us") and \_\_\_\_\_ **BASTROP, COUNTY OF \_\_\_\_\_**, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Section 18(b) of the Agreement shall be amended and restated to read as follows:

"(b) Non-Appropriation. (i) You intend to remit all Payments and other charges due to us under any Schedule to this Lease Agreement for the entire term of such Schedule if funds are legally available. In the event you are not granted an appropriation of funds at any time during the term for the Product subject to any Schedule to this Lease Agreement and the non-appropriation did not result from an act or omission, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) at least thirty (30) days prior to the end of your then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, your chief executive officer (or legal counsel) shall certify in writing that (x) funds have not been appropriated for the fiscal period and (y) such non-appropriation did not result from any act or failure by you, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year; provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation."

2. Section 18(c) of the Agreement is hereby deleted in its entirety.

3. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

**IN WITNESS WHEREOF**, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

**CUSTOMER**

**Ricoh USA, Inc.**

~~X~~

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Authorized Signer Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Authorized Signer Name

\_\_\_\_\_  
Title



## ADDENDUM TO LEASE AGREEMENT

This Addendum to Lease Agreement forms and is made a part of that certain Lease Agreement ("Agreement") between Ricoh USA, Inc. and Bastrop County ("Customer") executed by Customer on \_\_\_\_\_, 2017. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement.

With regards to Section(s):

- 3. TERM; PAYMENTS:
  - The third sentence, which reads as follows: "If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law)" is deleted in its entirety.
  
- 5. TAXES AND FEES:
  - The section is deleted in its entirety and replaced as follows: "In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. You understand and agree that an amount equal to 1/12 of the estimated annual Personal Property tax has been included in your Schedule's monthly payment. We will file all sales, use and personal property tax reports (unless we tell you otherwise)."
  
- 14. RENEWAL; RETURN OF PRODUCT:
  - The third and fourth sentences are deleted and replaced as follows: "Unless you purchase the Equipment in accordance with a purchase option granted to you under this Lease or a Schedule, within 10 days of the expiration of this Lease, your supplier shall de-install, package and return the Equipment (at their expense). The Equipment shall be returned in good condition, repair and working order, ordinary wear and tear resulting from the proper use thereof excepted. If the returned Equipment fails to meet the above requirements, you shall be solely responsible for any and all damage or loss charges. You will pay for all outstanding lease payments, late charges, and insurance charges."
  
- 16. GOVERNING LAW; JURISDICTION; WAIVER OF TRIAL BY JURY AND CERTAIN RIGHTS AND REMEDIES UNDER THE UNIFORM COMMERCIAL CODE:
  - All references to the "Commonwealth of Pennsylvania" are deleted and replaced with the "State of Texas".

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "red-lined" additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease Agreement on \_\_\_\_\_, 2017.

Ricoh USA, Inc.

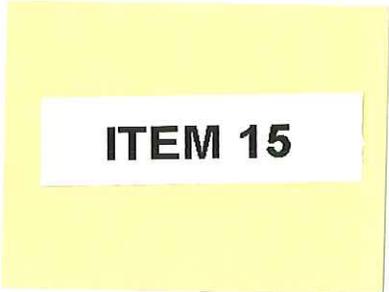
~~Bastrop County~~

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

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

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

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



**ITEM 15**

**COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 1/09/2017**

**Discussion and possible action re: Request approval to award a contract for RFP #16BCP12A, for Grant Writing and Management Services for Bastrop County Sewer System Improvement Project, Stony Point Phase 7; Leon Scaife**

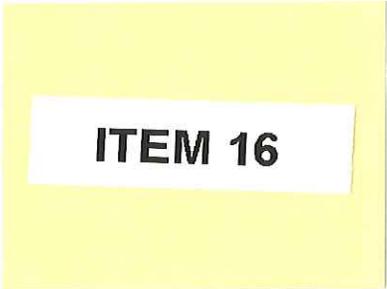
Dear Judge and Commissioners,

Bastrop County received two (2) submissions in response to our Request for Proposal (RFP) for Grant Writing and Management Services for Bastrop County Sewer System Improvement Project, Stony Point Phase 7. The selection committee for this RFP scored both proposals based on the criteria called out in the RFP and the firm that scored highest was Langford Community Management Service. I am asking for the courts approval to award a contract to Langford Community Management Services.

Staff recommends approval..

**RFP 16BCP12A - Grant Writing and Project Administration for Stony Point Sewer Project Phase 7**

Evaluation Criteria:	Langford Community Management Services 1st					Provision Specialized Resources 2nd				
	Committee Member 1	Committee Member 2	Committee Member 3	Committee Member 4	Committee Member 5	Committee Member 1	Committee Member 2	Committee Member 3	Committee Member 4	Committee Member 5
<b>EXPERIENCE:</b>										
Related Experience   Background with federally funded projects	20	16	18	18	18	18	14	16	15	15
Related Experience   Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.)	5	4	5	5	4	4	4	5	3	5
Certified Administrator of TxCDBG Program by TDA	5	5	5	5	5	5	5	5	4	5
References from current/past clients	9	9	10	9	10	6	8	9	8	8
<b>WORK PERFORMANCE:</b>										
Submits requests to client/TDA in a timely manner	4	4	4	4	4	2	4	4	4	4
Responds to client/TDA requests in a timely manner	4	4	4	5	4	2	4	4	4	4
Past client/TDA projects completed on schedule	5	4	4	4	4	4	4	4	4	3
Work product is consistently of high quality with low level of errors	5	4	5	4	4	3	4	4	4	3
Past client/TDA projects have low level of monitoring findings/concerns	4	4	5	5	4	4	4	5	4	3
Manages projects within budgetary constraints	5	4	5	4	4	4	4	5	4	4
<b>Capacity to Perform:</b>										
Qualifications of Professional Administrators / Experience of Staff	5	5	5	5	5	5	4	5	5	3
Present and Projected Workloads	5	5	4	5	4	4	4	4	4	4
Quality of Proposal/Work Plan	5	4	4	5	4	5	5	4	4	3
Demonstrated understanding of scope of the TxCDBG project	5	5	5	5	4	5	4	5	5	3
<b>Proposed Cost</b>										
A = Lowest Proposal	10	10	10	10	10	9.09	9.09	9.09	9.09	9.09
B = Bidder's Proposal										
(A + B x 10 equals Respondent's Score)	96	87	93	93	88	80.09	81.09	88.09	81.09	76.09
<b>TOTAL SCORE:</b>										
	LCMS ACCUMULATIVE SCORE: <b>91.40</b>					PROVISION ACCUMULATIVE SCORE: <b>81.29</b>				



**ITEM 16**

**COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 1/09/2017**

**Discussion and possible action re: Request approval to award a contract for RFQ #16BCP12B, for the Engineering Services for Bastrop County Sewer System Improvement Project, Stony Point Phase 7; Leon Scaife**

Dear Judge & Commissioners:

Bastrop County received three (3) statements of qualifications for the Engineering Services for Bastrop County Sewer System Improvement Project , Stony Point Phase 7. Bastrop County Purchasing Department is requesting the Commissioners' Courts' approval to award the contract for RFQ #16BCP12B, for the Engineering Services for Bastrop County Sewer System Improvement Project, to **Steger Bizzell**. This recommendation for approval is based on the scoring of the three submitted statements of qualifications that Bastrop County received. Steger Bizzell is the same firm that has completed Phases 1 through 6 for Bastrop County.

Staff recommends approval.

**RFQ 16BCP12B - Professional Engineering Services for Stony Point Sewer Project Phase 7**

Evaluation Criteria:	BEFCO 3rd					Hejl, Lee and Associates 2nd					Steger Bizzell 1st				
	Committee Member 1	Committee Member 2	Committee Member 3	Committee Member 4	Committee Member 5	Committee Member 1	Committee Member 2	Committee Member 3	Committee Member 4	Committee Member 5	Committee Member 1	Committee Member 2	Committee Member 3	Committee Member 4	Committee Member 5
EXPERIENCE:															
Has previously designed this type of project	15	15	15	10	16	16	18	17	16	16	20	20	18	18	18
Has worked on federally funded construction projects	7	10	8	5	7	9	10	8	8	8	10	10	10	8	8
Has worked on projects that were located in this general region	15	15	12	15	10	15	15	13	12	10	15	15	15	15	12
Extent of experience in project construction management	14	10	12	10	11	13	12	12	12	12	14	15	12	15	12
<b>WORK PERFORMANCE:</b>															
Past projects completed on schedule	8	4	8	8	7	7	8	8	8	7	8	10	8	9	8
Manages projects within budgetary constraints	4	2	4	5	4	3	4	4	4	4	4	5	4	4	4
Work product is of high quality	9	4	8	8	8	8	8	7	8	8	9	8	8	9	8
Capacity to Perform:															
Staff Level / Experience of Staff	4	4	3	2	4	4	5	4	3	4	4	5	4	4	4
Adequacy of Resources	4	5	4	2	4	3	5	4	2	4	3	5	3	5	4
Professional liability insurance is in force	0	4	4	2	3	5	4	4	3	3	5	4	4	5	3
<b>TOTAL SCORE:</b>	80	73	78	67	74	83	89	81	76	76	92	97	86	92	81
<b>BEFCO ACCUMULATIVE SCORE: 74.4</b>					<b>HJA ACCUMULATIVE SCORE: 81.0</b>					<b>STEGER BIZZELL ACCUMULATIVE SCORE: 89.6</b>					

## ITEM 17

### COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 1/09/2017

**Discussion and possible action re: Request Approval Award the Contract for RFP 16BCP12D – Grant Writing and Management Services to Prepare FEMA Hazard Mitigation Assistance Grant Program (HMA) Application(s) and Administration of Any Awarded Funds Relating to the Memorial Day 2016 Flooding Event (DR-4272); Leon Scaife**

Dear Judge and Commissioners,  
Bastrop County received one (1) proposal for RFP 16BCP12D and it was determined that the proposal was of fair value and it was also noted that the submitting firm has an excellent work history with Bastrop County. It is the recommendation of the Purchasing Agent that the Commissioner Court should approve the contract for RFP 16BCP12D with Langford Community Management Services.

Staff recommends approval.

## ITEM 18

### COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 1/09/2017

**Discussion and possible action re: Request Approval to enter into Contract Negotiations and Award the Contract for RFQ 16BCP12E – Professional Engineering Services for HMGP projects relating to DR 4272, pending the outcome of the contract negotiations; Leon Scaife**

Dear Judge and Commissioners,

Bastrop County received two (2) Statements of Qualifications for RFQ 16BCP12E. The Bastrop County Commissioner's Court had approved a selection committee that met and scored these two (2) Statements of Qualifications. An average of each committee members individual score was taken and it was determined that Halff Associates was the most responsive engineering firm. It is the recommendation of the selection committee that the court approves contract negotiations and award of this contract to Halff Associates pending the outcome of those negotiations.

Staff recommends approval.

## ITEM 19

### COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 1/09/2017

**Discussion and possible action re: Request approval for County Judge to sign Service Agreement with Ramtech Building Systems for the construction and installation of a modular office building for Precinct 1; Leon Scaife**

Dear Judge and Commissioners,  
The Bastrop County Purchasing Department is requesting the Commissioners' Court's approval for Judge Pape to be able to sign a service agreement with Ramtech Building Systems for the construction and installation of a 20ft x 44ft modular office building to replace the Precinct 1 barn/office that was destroyed in the April 2016 wind storm. The cost of this service agreement is \$80,311.00. Commissioner Hamner has approved the design and final price.

Staff Recommends Approval:

# **BASTROP COUNTY PURCHASING DEPARTMENT**

804 PECAN STREET, BASTROP, TEXAS 78602 • TEL: (512)581-7110 • FAX: (512)581-4228



## **CONTRACT FOR THE CONSTRUCTION AND INSTALLATION OF A NEW PRECINCT 1 ROAD AND BRIDGE MODULAR OFFICE BUILDING TO BE LOCATED AT 601 COOLWATER DRIVE, BASTROP, TX 78602.**

This Agreement is made and entered into this 19<sup>th</sup> day of December, 2016, by and between the COUNTY OF BASTROP, TEXAS, ("COUNTY"), and RAMTECH BUILDING SYSTEMS. ("CONTRACTOR").

### **RECITALS:**

WHEREAS, the COUNTY desires to arrange for the construction and installation of a 20'x 44' Modular Office Building. The construction portion will take place at the Ramtech Building Systems' facility in Mansfield, Texas and the installation portion will be performed at the County of Bastrop Precinct 1 Road and Bridge Barn located at 601 Coolwater Drive, Bastrop Texas. 78602.

WHEREAS, the COUNTY desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the construction and installation of this Precinct 1 Modular Office Building.

WHEREAS, CONTRACTOR represents that it has the requisite expertise and ability to complete this project and guarantees that CONTRACTOR is properly insured, bonded and registered with the County of Bastrop

NOW, THEREFORE, in consideration of the forgoing and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### *SECTION 1: Scope of Services.*

Please see ATTACHMENT A for a mutually agreed upon scope of work.

CONTRACTOR agrees to keep the COUNTY premises in a safe condition and prevent any materials, structure, or excavation from becoming an attractive nuisance throughout the duration of the Installation of the Modular Office Building. This period begins once CONTRACTOR enters the property to begin work and does not end until the COUNTY has been notified that the

project has been completed and has inspected and verified the completion of the Precinct 1 Modular Office Building. **CONCTRATOR** must take all reasonable or necessary steps to prevent damage to the right of way, or the property of others, including but not limited to, protection of lateral and subjacent support. In the event of ANY accident or mishap the **CONTRACTOR** must stop work immediately and notify the point of contact person for BASTROP COUNTY. **CONTRACTOR** shall notify the Bastrop County Purchasing Department when the work is completed and arrange for an inspection of the project.

*SECTION 2: Schedule.*

Services described in Section 1 shall be commenced within ten (10) days of the date that **COUNTY** approves and signs this Agreement. All services and tasks associated therewith shall be completed by **CONTRACTOR** within Ninety (90) working days of that date.

*SECTION 3: Insurance*

CONTRACTOR shall furnish, within ten (10) calendar days of signing this agreement, a certificate of insurance, shall maintain the required insurance for the duration of this project, and shall require its subcontractors to maintain the required insurance for the duration of this project. Said certificate shall include a clause obligating the Insurer to give ten days prior written notice of any material change in the insurance including cancellation.

A) The following are the types of coverages and the limits set by the State of Texas that shall be maintained:

1) Worker's Compensation Insurance

2) Comprehensive General Liability Insurance in the following amounts:

i. General Aggregate \$ 1,000,000.00

ii. Products-Comp/Ops Aggregate \$ 1,000,000.00

iii. Personal & Advertising Injury \$ 1,000,000.00

iv. Each Occurrence \$ 500,000.00

v. The Comprehensive General Liability Insurance must include liability coverage for:

a) Bodily injury,

b) Personal Injury,

c) Independent Contractor,

d) Blanket Contractual,

e) Product,

f) Fire,

g) Medical Expense, and

h) Complete Operations.

3) Comprehensive Automobile Liability Insurance as follows:

i. Bodily Injury \$100,000 per person

ii. Personal Injury \$300,000 per accident

iii. Property Damage \$100,000 per accident

*SECTION 4: Payment.*

In consideration for the services rendered under this contract, the **COUNTY** agrees to pay **CONTRACTOR** the sum of Seventy Two Thousand Two Hundred Eighteen dollars and zero cents (**\$72,218.00**) upon inspection and approval by the **COUNTY**. No payment shall be made until the **COUNTY**'s inspection reveals that the work is entirely completed and **NO** advance payment will be made.

*SECTION 5: Penalty.*

If **CONTRACTOR** fails to complete the work within the time specified, a penalty charge of one-half percent (1/2 %) of the contract price shall be assessed for each day the project remains uncompleted. Such charges may be set off by the **COUNTY** against any final payment otherwise due and owing under this contract. Additionally, in the event this Agreement is breached by **CONTRACTOR**, **CONTRACTOR** shall be liable for any additional charges and expenses incurred by **COUNTY** in completion of the demolition attributable to the breach.

*SECTION 6: Indemnification.*

**CONTRACTOR** warrants that it is an independent contractor and agrees to indemnify and hold **COUNTY** harmless against any loss or expense by reason of any liability imposed on **COUNTY** for damages because of bodily injury or death, accidents sustained by any person on account of damage to property arising out of the performance of this Agreement, whether such injuries to persons or damage to property are due or claimed to be due to any negligence of **CONTRACTOR**, **COUNTY**, their agents, servants, or employees, or of any person.

*SECTION 7: Assignment.*

Neither this agreement nor any interest of **CONTRACTOR** herein may be assigned, sublet, or transferred to a third party without prior written consent of the **COUNTY**.

*SECTION 8: Governing Law.*

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and any suit based thereon must be brought in the Courts of Bastrop County, Texas.

*SECTION 9: Compliance with State and Local Law.*

**CONTRACTOR** agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time of **CONTRACTOR**'s services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

*SECTION 10: Supplement.*

This Agreement may only be amended, supplemented or modified by a written document

executed in the same manner as this Agreement.

*SECTION 11: Entire Agreement.*

This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

*SECTION 12: Authority.*

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

*SECTION 13: Severability.*

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

*SECTION 14: Court Appropriation.*

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Bastrop County Commissioners Court, then, the **COUNTY** shall have the right to terminate this Agreement without penalty by giving prior written notice to **CONTRACTOR**.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorization as of the date first set forth above.

_____ Signature of County Representative	_____ Signature of Contractor
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date



AMERICA'S LEADER IN  
**DESIGN-BUILD**  
MODULAR  
CONSTRUCTION

October 7, 2016

Via e-mail: [purchasing@co.bastrop.tx.us](mailto:purchasing@co.bastrop.tx.us)

Mr. Jeff Kreider, Purchasing  
BASTROP COUNTY  
601 Coolwater Dr  
Bastrop TX 78602

Re: New Modular Office Building

Subject: Ramtech Proposal for a 20' x 44' Modular Office Building via BuyBoard

Mr. Kreider:

We thank you for considering Ramtech Building Systems, Inc. for the county's new office building. The enclosed information includes our *Pricing Schedule*; the scope of *Services Provided* by Ramtech; *Proposal Specifications* and *Floor Plan* describing the materials, systems and method of construction for your new building.

Ramtech's proposal is based upon the desires and needs as defined during previous discussion and the exchange of information with BASTROP COUNTY; site conditions as we assume them to be; model building codes for commercial buildings as adopted by the State of Texas; and other items identified by Ramtech that affect the final design of the building.

The proposed cost of this building is based on the Owner being responsible for all site related issues including local permitting, foundation elements required by local codes, utility construction/extension and connection and all other items related to local jurisdiction.

Please review the *General Terms and Conditions of Proposal* listed on the attached *Pricing Schedule*.

If you have any questions, wish to make any changes or need additional information, please contact us at your earliest convenience.

Sincerely,

Bill Barron  
Ramtech Building Systems, Inc.

Pricing Schedule

**20' x 44' Modular Office Building**  
**BASTROP COUNTY**  
**BASTROP, TEXAS**

**Ramtech's Scope of Work**

Ramtech shall develop building plans, specifications and other submittal items for review and approval by the Owner and the State of Texas. Ramtech shall procure materials necessary for the construction, delivery and installation of the building modules. The building modules shall be installed on a level, compacted site or concrete foundation provided by the Owner. The installation shall consist of an above grade, block pier foundation; anchors and skirting.

**20' x 44' Modular Office Building**

Purchase (incl. Delivery & Installation)	\$ 69,980.00
Performance & Payment Bonds	\$ <u>2,238.00</u>
<b>Total Cost</b>	<b>\$ 72,218.00</b>

*Estimated* time for design, construction & installation: 90-120 days

**Optional Items**

14' x 10' Wood landing with step assembly, ADA compliant handicap ramp and handrails	\$ 7,850.00 / each
---	--------------------

**General Terms & Conditions of Proposal**

Ramtech's proposal is based on, but not necessarily limited to, the following General Terms & Conditions:

1. All pricing is quoted exclusive of any applicable taxes, permits, fees, etc. unless specifically stated otherwise in this proposal.  
 Note: "Delivery" includes those permits required by *state highway departments*.
2. Ramtech shall provide the Owner with state approved construction documents (plans, specifications and design calculations) for the Owner's use in applying for local building permit(s).
3. The Owner shall apply for and obtain local building permits (including local plan review and approval prior to construction of the building), building inspections and certificate of occupancy.
4. The Owner shall be responsible for all work required by local building code or as a result of local plan review and permitting – including poured concrete footings, piers, beams, etc., as well as any other requirements determined by local building officials. Ramtech will provide a foundation plan indicating support points and loads imposed by the building.

5. The Owner shall provide an installation site with free and easy access to a clear, level, stable surface with adequate soil bearing capacity. Any excavation, clearing, grubbing, etc. that is required to provide an acceptable site is the responsibility of the Owner.
6. The installation site shall be of sufficient size to accommodate the proposed building and complies with all required setbacks and separations from property lines and easements, utilities, streets, adjoining buildings, etc.
7. The Owner is responsible for all utility construction, extension and connection to the modular building.
8. The proposed building is to be designed and constructed in accordance with the national model building codes and standards adopted by the State of Texas at the time of this proposal; and/or other building codes specifically identified in this proposal, if any.
9. Any differences with other building codes, standards or regulations not identified in this proposal but may apply to this project, or as a result of local plan review and permitting, will be addressed in a revision to Ramtech's proposal or as a change order to the contract.

Services Provided

**20' x 44' Modular Office Building**  
**BASTROP COUNTY**  
**BASTROP, TEXAS**

**Plans, Specifications and Calculations**

Ramtech shall provide floor plans, specifications and material samples for the Owner's approval and selection. Additionally, Ramtech shall provide full construction documents – including plans, specifications, structural details, electrical panel schedules, mechanical designs, plumbing riser diagram, design calculations, etc. - for submittals to state and local building officials.

Ramtech shall submit the documents to the State of Texas for their review and approval and then provide the Owner with copies of such approved documents for the Owner's use in obtaining local building permits.

The Owner shall provide all other information (i.e., site and civil drawings, completed applications, payment of local fees, etc.) that may be required in applying for and obtaining local building permits.

**Construction**

Ramtech shall be responsible for procuring all materials and constructing all building modules at its Mansfield, Texas facility. The Client's representatives are invited to tour Ramtech at any time, and encouraged to do so during the construction of their buildings.

**Project Management**

A Ramtech Project Manager shall oversee and coordinate activities associated with the delivery, installation, finish out and acceptance of your building. He is your primary point of contact during the installation process and will address any questions or concerns.

The Project Manager is to ensure that delivery of the building is coordinated with the Client to prevent delays and/or disruption of services at the site; investigate the site for acceptable conditions to ensure there is free and easy access without the use of additional equipment or modifications to the site or surrounding structures.

**Project Close Out**

The Project Manager, or Site Superintendent, shall walk you through the building to ensure that the work has been accomplished in accordance with the terms of our contract and address any repairs or other items that require our attention. Upon completion of your "walk-through", a recap of any repairs, adjustments or items that need to be replaced will be prepared, parts ordered and the work scheduled to be accomplished in a timely manner.

Assuming none of these "punch list" items will prevent the Client from occupying the building and the Client has accepted the work as substantially complete, and any payments due and payable have been received by Ramtech, the Client may occupy the building at this time.

**Warranty**

Ramtech buildings carry a one-year manufacturer's warranty on materials and workmanship.

Your Project Manager is your primary point of contact for warranty and other service related issues. However, anyone at Ramtech can and will do everything possible to assist you.

- 1.0 FRAME** None provided, building is constructed in true modular fashion.
- 2.0 FLOOR**
- 2.1 BOTTOM BOARD:** .040 one piece rolled continuous construction board.
- 2.2 INSULATION:** R-30 Kraft faced fiberglass batts.
- 2.3 JOISTS:** 2x10 #2 SYP installed transverse @ 16" o.c.
- 2.4 PERIMETER RAILS:** Double 2x10 #2 SYP on all sides.
- 2.5 DECKING:** Single layer 3/4" tongue and groove underlayment grade plywood decking installed perpendicular to floor joists.  
Set back decking 2" each side of mate line and install 4" wide piece on site.
- 2.6 COVERING:** 12" x 12" x 1/8" Vinyl composition tile shall be installed throughout. Tile shall be Armstrong Imperial Texture or equal.  
*Stripping and waxing of VCT shall be the responsibility of the Client.*  
Color shall be: Selected by Client From Standard Colors.
- 3.0 EXTERIOR WALLS**
- 3.1 TYPE:** IBC Framing.
- 3.2 STUDS:** 2x4 #2 SYP @ 16" o.c.
- 3.3 BOTTOM PLATE:** Single 2x4 #2 SYP.
- 3.4 TOP PLATE:** Double 2x4 #2 SYP.
- 3.5 HEADERS:** Double 2x4 #2 SYP on edge with 1/2" CDX plywood filler.
- 3.6 WALL HEIGHT:** Built full height to bottom of roof framing.
- 3.7 FIRE BLOCKS:** 2x4 installed @ ceiling line in all walls.
- 3.8 INTERIOR FINISH:** 5/8" Type "X" vinyl covered gypsum wallboard 8'-0". Color shall be: Ruff Stuff Frost.  
8' fiberglass reinforced Class "C" panel laminated to 5/8" type "X" gypsum in Restrooms.  
Color shall be: White.
- 3.9 INSULATION:** R-13 Un-faced fiberglass batts installed to roof.
- 3.10 SHEATHING:** 7/16" O.S.B. around full perimeter.  
15# Felt shall be installed full height entire exterior perimeter.  
A water resistive barrier shall be installed full height entire exterior perimeter.
- 3.11 SIDING:** 26 Gauge, high rib commercial steel siding with "R panel" profile, exposed fasters and baked enamel finish.  
Color shall be: Selected by Client From Standard Colors.
- 3.12 TRIM:** 26 gauge "Z" bottom trim. Color to be same as siding.  
26 gauge "J" trim around window & doors. Color to be same as siding.

- 3.13 RAKE/GUTTER:** 26 gauge steel rake/gutter trim with baked enamel.  
Color shall be: Selected by Client From Standard Colors.
- 3.14 DOWNSPOUTS:** 26 Gauge steel with baked enamel finish installed on eaves of the building.  
Downspouts shall be installed to grade.  
Color shall be: Selected by Client From Standard Colors.
- 3.15 TIE DOWNS:** Jack stud hurricane straps and auger type anchors, per plans.
- 3.16 SKIRTING:** Same as exterior siding with perforated vent panels.
- 4.0 INTERIOR WALLS**
- 4.1 STUDS:** 2x4 #2 SYP @ 16" o.c.
- 4.2 BOTTOM PLATE:** Single 2x4 #2 SYP.
- 4.3 TOP PLATE:** Double 2x4 #2 SYP.
- 4.4 HEADERS:** Double 2x4 #2 SYP on edge with 1/2" CDX plywood filler.
- 4.5 WALL HEIGHT:** All walls shall be built full height.
- 4.6 FINISH:** 5/8" Type "X" vinyl covered gypsum wallboard 8'-0". Color shall be: Ruff Stuff Frost.  
8' fiberglass reinforced Class "C" panel laminated to 5/8" type "X" gypsum in Restrooms.  
Color shall be: White.
- 4.7 INSULATION:** R-11 (3-1/2") unfaced fiberglass batts in all walls.
- 5.0 MOULDING**
- 5.1 BASE:** 4" Vinyl cove base throughout.  
Color shall be: Selected by Client From Standard Colors.
- 5.2 WINDOWS:** The jambs of all windows shall be finished the same as the walls.
- 5.3 VERTICAL:** 1-1/2" Vinyl wrapped wood nail on battens installed on seams.
- 6.0 ROOF**
- 6.1 RAFTERS:** 2x10 #2 SYP installed @ 24" o.c. Rafters shall be installed so as to provide a minimum 2-1/2 IN 12 pitch.
- 6.2 RAILS:** 2x10 #2 SYP.
- 6.3 WOOD TRUSS:** Pre-engineered wood girders shall be installed on each side of the mate lines.
- 6.4 BRIDGING:** Steel angles, 1-1/2" x 1-1/2" x 3/16", installed @ 8' o.c. from truss to rafter.
- 6.5 CEILING:** 2' x 4' x 5/8" acoustical mineral fiber panel in suspended T-grid system.  
Armstrong, Cortega # 769 with Prelude XL 15/16" exposed tee or equal.  
Ceiling shall be field installed after all modules are set-up and installation is complete.
- 6.6 CEILING HEIGHT:** The finished ceiling height throughout the building shall be 7'-10".

- 6.7 **SUB-CEILING:** 5/8" type "X" gypsum on bottom of rafters and face of all walls above ceiling.
- 6.8 **INSULATION:** R-30 Kraft faced fiberglass batts on sub-ceiling.
- 6.9 **SHEATHING:** 7/16" OSB installed perpendicular to the roof joists.
- 6.10 **ROOFING:** 29 Gauge, high rib commercial steel roofing panels with R-profile exposed fasters and galvalume finish installed over one layer of 15# felt.

#### 7.0 EXTERIOR DOORS

- 7.1 **DOORS:** 1-3/4" x 36" x 80", 18 Gauge hollow core commercial steel with a minimum U-Value of 0.70.
- 7.2 **VIEW WINDOW:** Each door shall be equipped with a 5" x 20" view window with clear tempered glass.
- 7.3 **FRAMES:** All exterior steel doors shall be equipped with 16 gauge, knockdown steel frames.
- 7.4 **HARDWARE:** Exterior steel door shall be equipped with 1-1/2 pr. of 4-1/2"x4-1/2" ball bearing, non-removable pin butt hinges, full weather strip and threshold.
- 7.5 **LOCKSETS:** Doors shall be equipped with a keyed panic hardware with exterior lever handle pull; "Tell" or equal.
- 7.6 **CLOSER:** A hydraulic closer with back check feature shall be provided on all exterior steel doors "Tell" or equal.
- 7.7 **FINISH:** The interior and exterior side of the steel door and frames shall be painted: Color shall be: Selected by Client From Standard Colors.

#### 8.0 INTERIOR DOORS

- 8.1 **DOORS:** 1-3/4" X 36" X 80", Pre-finished solid core wood; JELD-WEN Imperial Oak or equal.
- 8.2 **FRAMES:** All interior doors shall be set in prefinished 20 ga. commercial steel frames with baked enamel finish; "Timely" or equal. Color shall be: Brown.
- 8.3 **HARDWARE:** Interior doors shall be equipped with 1-1/2 pair of 4-1/2" x 4-1/2" mortise hinges with "US 26D Finish".
- 8.4 **LATCHSETS:** All doors to have lever handle latch set, "Tell" or equal.  
Offices and storage room doors shall have keyed function.  
Restroom doors shall have privacy function.

#### 9.0 WINDOWS

- 9.1 **TYPE:** 36" x 60" aluminum framed fixed, mill or bronze finish frame, glazing shall be tinted, and dual pane insulated low-e glass.  
Windows shall have a minimum U-Value of .55 and a SHGC of .25

#### 10.0 ELECTRICAL

- 10.1 **SERVICE:** 120/240v - Single phase - 3W - 60 Hz
- 10.2 **MAIN DISTRIBUTION**

- PANEL:** 120/240V, single phase with main breaker. Interior mount sized for design loads.
- 10.3 SUB-PANELS:** Not applicable – no sub-panel required.
- 10.4 BREAKERS:** All breakers shall be plug in type.
- 10.5 ENTRANCE:** At the panels.
- 10.6 CROSSOVERS:** J-boxes shall be installed above the ceiling for electrical crossovers.
- 10.7 RACEWAY/  
CONDUCTORS:** Minimum #12 AWG type THHN copper wire in concealed MC Cable or EMT (electric metallic tubing) conduit with ground.
- 10.8 FLUORESCENT  
LIGHTS:** 2'x4', 120v, four tube, recessed, fluorescent light with acrylic diffuser. Lights shall be equipped with T-8 lamps and electronic ballasts. Lights shall be plant wired and secured to the roof joists for shipment to the job site.
- 10.9 EXIT/EMERGENCY  
LIGHTS:** Combination 120 volt wall mount with back up battery power exit light with dual head emergency light. Exit lights shall be plant installed.  
  
Cooper # APC7-U-R.
- 10.10 COMBO EXTERIOR  
LIGHT / EMERGENCY  
LIGHT:** 11 Watt high output LED; weather proof, bronze housing, with photo-cell and battery back-up for emergency egress. Light shall be installed at each exterior door. Weatherlite WLEM-BZ.
- 10.11 RECEPTACLES:** 120v, White, 20 AMP, duplex grounding type with matching plastic cover.  
  
Provide (1) 120 volt, 20 amp wired junction box above ceiling in open area.  
  
Designated receptacles as shown on drawings shall be GFCI protected.  
  
Provide (2) exterior GFCI protected receptacles with in-use covers per plans.
- 10.12 FLOOR BOX:** Provide (2) 2-gang floor box under conference room table. Box shall have (1) 120v, 20 AMP, duplex grounding type receptacle and single gang space for Owners phone/data. Flange and cover shall be Black nonmetallic.  
  
Legrand #880W-2 floor box (2-gang), #827PCC-BLK 2-gang flange, (1) #828PR-BLK duplex cover plate and (1) #829PCK-BLK data/com cover plate.  
  
Ramtech shall provide 3/4" conduit with pull string from floor box to above ceiling at the nearest wall.  
  
Cabling & Data/Communication jacks shall be supplied and installed by Client. Note: all cabling required to be plenum rated.
- 10.13 SWITCHES:** 120v, White, 20 AMP, toggle type with matching plastic cover.
- 10.14 DATA/COMM:** Provide double gang wall boxes with single gang mud ring and 3/4" EMT conduit from boxes to above the ceiling with pull strings at locations shown on drawings.

Cabling & Data/Communication jacks shall be supplied and installed by Client. Note: All cabling must be plenum rated.

**11.0 PLUMBING**

- 11.1 WATERLINES:** Water supply lines shall be PEX or CPVC with appropriate fittings. All fixtures shall be provided with shut-off valves.
- 11.2 WASTELINES:** PVC-DWW-SCH-40 drain, waste and vent lines, with multiple drops.
- 11.3 WATERHEATER:** 6 gallon, 120v electric with single element and T&P valve.
- 11.4 WATER CLOSET:** White vitreous china tank type with open front seat and elongated bowl. Water Closets shall be installed for the handicapped.
- 11.5 LAVATORIES:** Vitreous china wall hung with 4" washer less center set faucet.  
Lavatories shall be installed for the handicapped and shall be equipped with Handi-guard water supply and drain protective covers and wrist blade handle.
- 11.6 STAINLESS STEEL SINK:** (1) 15"x15" single bowl stainless steel with 4" center set gooseneck faucet, wrist blade handle.
- 11.7 MOP SINK:** Single bowl fiberglass mounted on legs with laundry tray faucet.
- 11.8 WATER COOLER:** 8 GPH wall mounted HI/LO refrigerated water cooler.
- 11.9 ACCESSORIES:** Single roll toilet paper holder at each water closet.  
Stainless steel grab bars at each water closet.  
18"x36" metal edged mirror above each lavatory in restrooms only.

**12.0 H.V.A.C.**

- 12.1 PACKAGED:** 240v, 1 phase, wall mount air conditioners sized per design criteria stated in Section 14.5.
- 12.2 HEATING:** 240v Electric resistance heat strip in each air conditioner, sized per design criteria stated in Section 14.4.
- 12.3 SUPPLY DUCTS:** Rigid foil faced fiberglass duct with 1" wall thickness installed below rafters with insulated circular flex to designated diffusers.
- 12.4 DIFFUSERS:** 24"x24" white stamped metal with adjustable damper.
- 12.5 RETURN AIR:** 24" X 24" Return air grilles in ceiling via conditioned air space through non-combustible ceiling cavity to plenum walls.
- 12.6 THERMOSTAT:** (1) Programmable thermostat shall be provided for each H.V.A.C. unit, Pro T-805 or equal.
- 12.7 EXHAUST FANS:** Ceiling mount with back draft damper be installed in each restroom.

**13.0 FURNISHINGS**

- 13.1 CABINETS:** All base and overhead cabinets shall be Aristokraft "New Oakland Wheat". Base cabinets shall be provided with drawers, doors and shelves. All cabinets shall be provided with all necessary hardware.

**13.2 COUNTERS:** All counters shall be constructed of 45# density particle board with "Wilson-Art" or equal high pressure plastic laminate. All counters shall be provided with a 4" straight backsplash on all adjacent surfaces.

**Color shall be: Selected by Client From Standard Colors.**

**13.3 FIRE EXTINGUISHERS:** (1)10# ABC Type fire extinguishers installed in semi-recessed cabinets. Refer to drawings for locations. Cabinets shall be JL 1017-F10, Steel "White" full panel.

**14.0 DESIGN CRITERIA**

**14.1 FLOORS:** The floor systems shall be constructed to accommodate a live load of 50 lb/sft in addition to the dead loads.

**14.2 WALLS:** The exterior walls shall be framed, braced and secured in accordance with the requirements of the IBC, based on 90 mile per hour wind loads, 3 second gust.

**14.3 ROOFS:** All structural components of the roof system shall be designed and erected to span their respective areas and carry a live load of 20 lb/sft and a dead load of 10 lb/sft.

**14.4 HEATING:** The heating system shall be designed to maintain an interior temperature of 72 degrees + or - 2 degrees.

**14.5 COOLING:** The cooling system shall be designed to maintain an interior temperature of 75 degrees + or - 2 degrees.

**14.6 CODES:** The building shall be built in accordance with the following codes.

- A. International Building Code, 2009
- B. International Plumbing Code, 2009
- C. International Mechanical Code, 2009
- D. National Electrical Code, 2011
- E. International Energy Conservation Code, 2009
- F. Texas Accessibility Standards, 2012

**14.7 APPROVAL:** State of Texas Industrialized, Housing and Building Rules, as administered by the Texas Department of Licensing and Regulations.

As part of this contract, Ramtech Building Systems, Inc. will provide drawings sealed by a Texas Registered Professional Engineer for the building that may be used for submittals to TDL&R's Architectural Barriers Section.

Ramtech's design scope does not include accessibility elements required for the site and any required site improvements. It is the Owner's responsibility to have these designs developed and to make submittal as required by the Texas Architectural Barriers Act, through their design professional. This submittal should be made to:

Texas Department of Licensing and Regulations  
Architectural Barriers Section  
P.O. Box 12157  
Austin, TX 78711

For full compliance with Texas Accessibility Standards (TAS), the following responsibilities must be addressed:



**Owner's Responsibilities:**

1. Generate site designs providing TAS compliant accessible routes to and from handicapped parking areas and the new building and any other essential function to the new building.
2. Make submittals to TDL&R's Architectural Barriers Section or a 3<sup>rd</sup> Party Registered Accessibility Specialist within 20 days after the site design plans are issued and pay all associated fees. Once the submittal is made, an "EABPRJA Project Number" will be issued and by state law must be reflected on any required permit applications.
3. Within 12 months after project completion, contact TDL&R's Architectural Barriers Section or a 3<sup>rd</sup> Party Registered Accessibility Specialist, reference the "EABPRJA Project Number" and seek a field inspection of the completed work.

**Ramtech's Responsibilities:**

1. Provide design drawings sealed by a Texas Registered Professional Engineer for the building that may be used for submittals to TDL&R's Architectural Barriers Section.
2. Provide building construction in compliance with the approved design drawings.

**15.0 FIELD ACTIVITIES**

- 15.1 SITE PREPARATION:** No provision for site work has been included. The client is responsible for all clearing, grubbing, filling, backfilling, grading and associated compaction to achieve a uniform soil bearing capacity of 2500 PSF prior to delivery of the building units. In addition to the above, the site shall be uniformly level (+/-3") so a finished floor to grade elevation of a maximum 30" shall be present at all building entries and at the entry of the step and ramp assembly. The site shall have adequate drainage to provide a positive flow of storm water away from the building. Also storm water shall not pass under the building from any direction. The client is also responsible for providing clear access to the site. Clear access to the site is defined as the building pad being accessible for both the delivery truck and the building unit. Physical on site obstructions shall not prevent the delivery truck from being able to deliver the building unit to the pad site, detach from the building and depart the site.
- 15.2 ELECTRIC UTILITIES:** The client will be responsible for extending and connecting the electrical service to the "MDP". The meter base, weather-head, exterior disconnect if required shall be provided by the client.
- 15.3 WATER UTILITIES:** The client will be responsible for bringing the fresh water service to the building and making the final connection at the water heater.
- 15.4 SEWER UTILITIES:** The client will be responsible for bringing the sewer line to the building, providing and installing the drain, waste and vent manifold to the contractors supplied sewer and vent drops which are through the floor.
- 15.5 FOUNDATION** Piers shall be installed down each side and at mate lines at maximum 8'-0" o.c. and at column locations. Piers shall consist of a stacked CMU blockings installed on 4"x16"x16" precast concrete pad or ABS pad. Each building shall be securely anchored to the ground using auger type anchors.
- Poured-in-place concrete foundation, if required by local building officials shall be the responsibility of the Owner.

PROPOSAL SPECIFICATIONS  
**BASTROP COUNTY**  
PROJECT: 20'x 44' OFFICE  
LOCATION: BASTROP, TEXAS



**16.0 OPTIONS**

**16.1 WOOD ENTRY ASSEMBLIES:**

A landing (minimum 14'x10'), step and ramp assembly shall be installed at the main entry doors.

Ramp shall be constructed approximately 48" wide x 30' in length with a minimum slope not to exceed 1/12.

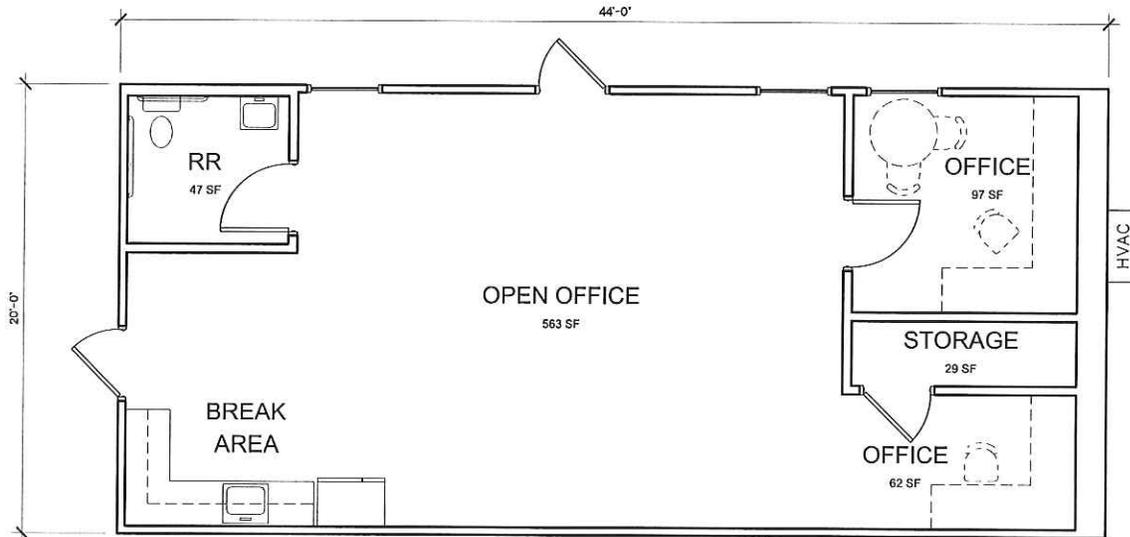
The landings, steps and ramps are to be provided with handrails equipped with horizontal rails at a maximum 4" spacing. The landing, ramps and steps and handrails are to be constructed of pressure treated lumber, ACQ or equal. Handrails on all assemblies shall be smooth and free of splinters at the time of installation.

***Items Excluded from this Proposal:***

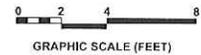
- Taxes
- Building Permits
- Surveys
- Civil Design
- Soils Testing/Analysis
- Site Development
- Landscaping or Irrigation
- Utility Extensions/Connections
- Plumbing Manifold
- Appliances
- Final Cleaning (Ramtech shall provide construction cleaning)
- Stripping and waxing of tiled floor areas
- TAS Compliance for Accessible Routes beyond the Building's Footprint.
- Phone/Data, Cabling, Devices & Hardware/Racks
- Fire Alarm
- Fire Sprinkler
- Builders Risk Insurance excludes flood coverage in Flood Zones A, V or D as defined by FEMA.

**BASTROP COUNTY**  
BASTROP, TEXAS 78602

**RAMTECH**  
**BUILDING SYSTEMS, INC.**  
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① **FLOOR PLAN**  
OFFICE BUILDING - 880 SF



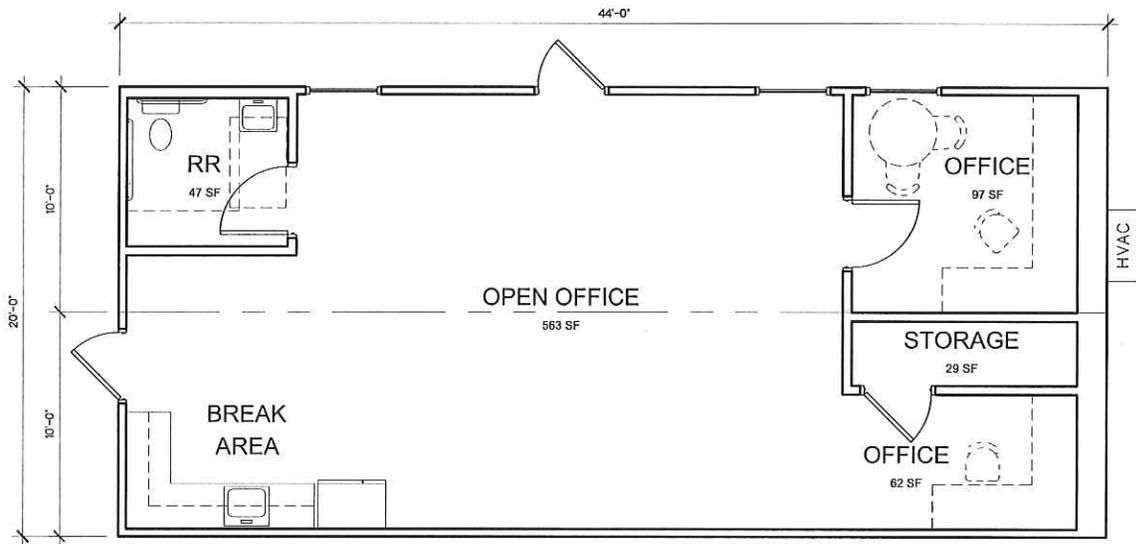
OCTOBER 4, 2016

**SK-1**

Q-0916238

**BASTROP COUNTY**  
BASTROP, TEXAS 78602

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BUILDING SYSTEMS, INC.  
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**1 FLOOR PLAN**  
OFFICE BUILDING - 880 SF



OCTOBER 5, 2016

**SK-1**

Q-0916238



**ITEM 20**

**COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 1/09/2017**

**Discussion and possible action re: Request approval for County Judge to sign Service Agreement with Jamail and Smith Construction for the erection and finish out construction of the Precinct 1 Road and Bridge Barn; Leon Scaife**

Dear Judge and Commissioners,  
The Bastrop County Purchasing Department is requesting the Commissioners' Court's approval for Judge Pape to be able to sign a service agreement with Jamail and Smith Construction for the erection and finish out construction of the Precinct 1 Road and Bridge Barn that was destroyed in the April 2016 wind storm. The quoted and agreed upon cost for this construction is \$142,132.00. Commissioner Hamner has approved the design and final price of this project.

Staff Recommends Approval:

# **BASTROP COUNTY PURCHASING DEPARTMENT**

804 PECAN STREET, BASTROP, TEXAS 78602 • TEL: (512)581-7110 • FAX: (512)581-4228



## **CONTRACT FOR THE BUILDING AND ERECTION OF A NEW PRECINCT 1 ROAD AND BRIDGE BARN LOCATED AT 601 COOLWATER DRIVE, BASTROP, TX 78602.**

This Agreement is made and entered into this 19<sup>th</sup> day of December, 2016, by and between the COUNTY OF BASTROP, TEXAS (“COUNTY”), and JAMAIL & SMITH CONSTRUCTION (“CONTRACTOR”).

### **RECITALS:**

WHEREAS, the COUNTY desires to arrange for the building and erection of a 40’X50’ rigid frame building. The work will be performed at the Bastrop County Precinct 1 Road and Bridge Facility located at 601 Coolwater Drive, Bastrop Texas. 78602.

WHEREAS, the COUNTY desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the construction and erection of this Precinct 1 Building/Barn. And;

WHEREAS, CONTRACTOR represents that it has the requisite expertise and ability to complete this project and guarantees that CONTRACTOR is properly insured, bonded and registered with the County of Bastrop

NOW, THEREFORE, in consideration of the forgoing and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### *SECTION 1: Scope of Services.*

Please see ATTACHMENT A for a mutually agreed upon scope of work.

CONTRACTOR agrees to keep the COUNTY premises in a safe condition and prevent any materials, structure, or excavation from becoming an attractive nuisance throughout the duration of the Installation of the Modular Office Building. This period begins once CONTRACTOR enters the property to begin work and does not end until the COUNTY has been notified that the project has been completed and has inspected and verified the completion of the Bastrop County Precinct 1 Barn. CONTRACTOR must take all reasonable or necessary steps to prevent damage to the right of way, or the property of others, including but not limited to, protection of lateral and subjacent support. In the event of ANY accident or mishap the CONTRACTOR must stop work immediately and notify the point of contact person for BASTROP COUNTY. CONTRACTOR shall notify the Bastrop County Purchasing Department when the work is completed and arrange for an inspection of the project.

*SECTION 2: Schedule.*

Services described in Section 1 shall be commenced within ten (10) days of the date that **COUNTY** approves and signs this Agreement and sends an electronic copy of the Notice to Proceed letter. All services and tasks associated therewith shall be completed by **CONTRACTOR** within one hundred and eight days (180) calendar days of that date.

*SECTION 3: Insurance*

**CONTRACTOR** shall furnish, within ten (10) calendar days of signing this agreement, a certificate of insurance, shall maintain the required insurance for the duration of this project, and shall require its subcontractors to maintain the required insurance for the duration of this project. Said certificate shall include a clause obligating the Insurer to give ten days prior written notice of any material change in the insurance including cancellation.

A) The following are the types of coverages and the limits set by the State of Texas that shall be maintained:

1) Worker's Compensation Insurance

2) Comprehensive General Liability Insurance in the following amounts:

i. General Aggregate \$ 1,000,000.00

ii. Products-Comp/Ops Aggregate \$ 1,000,000.00

iii. Personal & Advertising Injury \$ 1,000,000.00

iv. Each Occurrence \$ 500,000.00

v. The Comprehensive General Liability Insurance must include liability coverage for:

a) Bodily injury,

b) Personal Injury,

c) Independent Contractor,

d) Blanket Contractual,

e) Product,

f) Fire,

g) Medical Expense, and

h) Complete Operations.

3) Comprehensive Automobile Liability Insurance as follows:

i. Bodily Injury \$100,000 per person

ii. Personal Injury \$300,000 per accident

iii. Property Damage \$100,000 per accident

*SECTION 4: Payment.*

In consideration for the services rendered under this contract, the **COUNTY** agrees to pay **CONTRACTOR** the sum of **One Hundred Forty Two Thousand One Hundred Thirty Two Dollars (\$142,132.00)** upon inspection and approval by the **COUNTY**. No payment shall be made until the **COUNTY**'s inspection reveals that the work is entirely completed and **NO** advance payment will be made.

*SECTION 5: Penalty.*

If **CONTRACTOR** fails to complete the work within the time specified, a penalty charge of one-half percent (1/2 %) of the contract price shall be assessed for each day the project remains uncompleted. Such charges may be set off by the **COUNTY** against any final payment otherwise due and owing under this contract. Additionally, in the event this Agreement is breached by **CONTRACTOR**, **CONTRACTOR** shall be liable for any additional charges and

expenses incurred by **COUNTY** in completion of the demolition attributable to the breach.

*SECTION 6: Indemnification.*

**CONTRACTOR** warrants that it is an independent contractor and agrees to indemnify and hold **COUNTY** harmless against any loss or expense by reason of any liability imposed on **COUNTY** for damages because of bodily injury or death, accidents sustained by any person on account of damage to property arising out of the performance of this Agreement, whether such injuries to persons or damage to property are due or claimed to be due to any negligence of **CONTRACTOR**, **COUNTY**, their agents, servants, or employees, or of any person.

*SECTION 7: Assignment.*

Neither this agreement nor any interest of **CONTRACTOR** herein may be assigned, sublet, or transferred to a third party without prior written consent of the **COUNTY**.

*SECTION 8: Governing Law.*

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and any suit based thereon must be brought in the Courts of Bastrop County, Texas.

*SECTION 9: Compliance with State and Local Law.*

**CONTRACTOR** agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time of **CONTRACTOR's** services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

*SECTION 10: Supplement.*

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

*SECTION 11: Entire Agreement.*

This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

*SECTION 12: Authority.*

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

*SECTION 13: Severability.*

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

*SECTION 14: Court Appropriation.*

In the event funds for the payment of services pursuant to this Agreement are not appropriated by

the Bastrop County Commissioners Court, then, the **COUNTY** shall have the right to terminate this Agreement without penalty by giving prior written notice to **CONTRACTOR**.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorization as of the date first set forth above.

---

Signature of County Representative

---

Signature of Contractor

---

Printed Name

---

Printed Name

---

Title

---

Title

---

Date

---

Date

# ATTACHMENT A



8868 Research Blvd., Suite 401  
Austin, TX 78754  
p: 512.288.1200  
f: 512.371.7949  
www.jamailsmith.com

November 23, 2016

Bastrop County  
Purchasing Department  
803 Pine St. Room 101  
Bastrop, TX 78602  
Attention: Jeff Kreider

## **Bastrop County Precinct 1 Building**

Jamail & Smith Construction is pleased to offer the attached proposal.

Scope of Work: Provide all labor, materials, and equipment to:

1. Concrete piers for canopy columns
2. Metal building systems – 40X50 rigid frame building with tapered columns and rafters, (2) 16x16 manual rolling doors, (2) 3070 steel door with frame and hardware, anchor bolts, 25' over hangs on (3) sides, (2) 3'x6' windows, low profile ridge vents, gutters, screws and insulated R panels.
3. Mop sink and hand sink.
4. Electrical heater, bay lighting, GFCI outlets, lighting at overhangs, electrical outlets in building, 42 amp panel and meter can.
5. Owner to provide power, sewer and water.

### Exclusions:

- Sales Tax.
- Shop drawings and as-builts in CAD form are excluded.
- Any demolition or abatement of mold, asbestos, lead or reporting to regulatory agencies.
- Hidden or unforeseen conditions.
- Existing code violations are excluded.
- Relocating utilities that might be in the way of planned work.
- Any work outside the scope of work above.

### Assumptions and Clarifications:

- Delays caused by the change proposal process may result in extended general conditions.

### Schedule:

- Work shall be performed during normal working hours from 7:30am to 4:30pm
- See attached.

### Supervision:

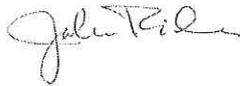
- Project Manager – John Rider
- Superintendent – Jerry Allen

**The amount of our proposal is \$142,132.27 and is calculated as follows:**

R.S. Means Unit Price Estimate	\$	244,633.85
CCI 2016 Q3 83%	\$	(41,587.75)
2014 Buy Board JOC Standard 30%	\$	(60,913.83)
<hr/>		
<b>Total</b>	<b>\$</b>	<b>142,132.27</b>

We are prepared to respond immediately to coordinate the work. Should you have any questions please contact John Rider office (512) 649-6569; mobile (512) 845-7632

Sincerely,



John Rider  
Project Manager  
Jamail and Smith Construction

Bastrop County Precinct 1 Preliminary Schedule

ID	% Complete	Task Name	Duration	Start	Finish	Dec 4, '16	Dec 11, '16	Dec 18, '16	Dec 25, '16	Jan 1, '17	Jan 8, '17	Jan 15, '17	Jan 22, '17	Jan 29, '17
1	0%	Notice to Proceed	1 day	Thu 12/1/16	Thu 12/1/16									
2	0%	NTP from Owner	1 day	Thu 12/1/16	Thu 12/1/16									
3	0%	Procurement	3 days	Fri 12/2/16	Tue 12/6/16									
4	0%	Execute Subcontractor Agreements	3 days	Fri 12/2/16	Tue 12/6/16									
5	0%	Submittals	10 days	Wed 12/7/16	Tue 12/20/16									
6	0%	Submittals to owner	5 days	Wed 12/7/16	Tue 12/13/16									
7	0%	Returned from owner	5 days	Wed 12/14/16	Tue 12/20/16									
8	0%	Lead time on materials	60 days	Wed 12/21/16	Tue 3/14/17									
9	0%	Metal Building	60 days	Wed 12/21/16	Tue 3/14/17									
10	0%	Construction	34 days	Wed 3/15/17	Mon 5/1/17									
11	0%	Mobilization	3 days	Wed 3/15/17	Fri 3/17/17									
12	0%	Concrete piers	3 days	Mon 3/20/17	Wed 3/22/17									
13	0%	Erection of Metal Building	20 days	Thu 3/23/17	Wed 4/19/17									
14	0%	Electrical	5 days	Thu 4/20/17	Wed 4/26/17									
15	0%	Plumbing	3 days	Thu 4/27/17	Mon 5/1/17									
16	0%	Substantial Completion	15 days	Tue 5/2/17	Mon 5/22/17									
17	0%	Generate In-House Punch List	1 day	Tue 5/2/17	Tue 5/2/17									
18	0%	Clear In-House Punch List	1 day	Wed 5/3/17	Wed 5/3/17									
19	0%	Final Inspection	2 days	Thu 5/4/17	Fri 5/5/17									
20	0%	Clear Final Inspection	1 day	Mon 5/8/17	Mon 5/8/17									
21	0%	Project Close out	10 days	Tue 5/9/17	Mon 5/22/17									
22	0%	As-built drawings	5 days	Tue 5/9/17	Mon 5/15/17									
23	0%	Submit O&M	5 days	Tue 5/16/17	Mon 5/22/17									

<input type="checkbox"/> Critical	<input type="checkbox"/> Split	<input type="checkbox"/> Finish-only	<input type="checkbox"/> Baseline Milestone	<input type="checkbox"/> Manual Summary	<input type="checkbox"/> Inactive Task
<input type="checkbox"/> Critical Split	<input type="checkbox"/> Task Progress	<input type="checkbox"/> Duration-only	<input type="checkbox"/> Milestone	<input type="checkbox"/> Project Summary	<input type="checkbox"/> Inactive Milestone
<input type="checkbox"/> Critical Progress	<input type="checkbox"/> Manual Task	<input type="checkbox"/> Baseline	<input type="checkbox"/> Summary Progress	<input type="checkbox"/> External Tasks	<input type="checkbox"/> Inactive Summary
<input type="checkbox"/> Task	<input type="checkbox"/> Start-only	<input type="checkbox"/> Baseline Split	<input type="checkbox"/> Summary	<input type="checkbox"/> External Milestone	<input type="checkbox"/> Deadline

# RSMMeans JOCWorks

**Estimate Details**  
 Labor - Material - Equipment  
 Owner Greg Smith  
 Jamail Smith  
 14-464 - 2014 Buy Board JOC Jamail Smith - First Option - 10/01/2015 to  
 11/30/2016

Estimator: Owner Greg Smith

PEB on existing slab

Project Scope: Provide new metal building with awnings & interior electrical service and service sink  
 Division Summary (MF04)

01 - General Requirements	\$24,020.00	26 - Electrical	\$11,121.20
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	\$8,985.60
05 - Metals	\$3,911.50	32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	\$4,069.95	34 - Transportation	
08 - Openings	\$10,418.40	35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction	\$171,432.20	Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing	\$5,625.00	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	\$5,050.00	<b>MF04 Total (Without totaling components)</b>	<b>\$244,633.85</b>

### Totalling Components

Priced Line Items	\$244,633.85	2014 Buy Board JOC Jamail Standard (-30.0000%)	\$(60,913.83)
RSMeans AUSTIN, TX CCI 2016Q3, 83.00%	\$(41,587.75)	Nonpriced Line Items	

### Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$82,646.67
Labor:	\$131,442.85
Equipment:	\$30,544.23
Other:	\$0.00
Laborhours	1,255.18
Green Line Items:1	\$556.00

### Priced/Non-Priced

Total Priced Items:	52	\$244,633.85	
Total Non-Priced Items:	0	\$0.00	0.00%
	52	\$244,633.85	

**Grand Total** **\$142,132.27**

**Estimate Details**

**Estimator: Owner Greg Smith**

**Totalling Component Details**

Description	Item Count	Applicable Amount	Applied Amount	Applied Result	Balance
<b>Priced Line Items</b> <small>Included in Total: Yes  Type: Total, Master Format Type: MF04  Values: Total  Includes: Priced  Filtering: (none)</small>	52	\$244,633.85		\$244,633.85	\$244,633.85
<b>RMeans AUSTIN, TX CCI 2016Q3, 83.00%</b> <small>Included in Total: Yes  Type: RMeans CCI (Project Level)  RMeans AUSTIN, TX CCI 2016Q3, 83.00%  Subtotal based on 1 items: "Priced Line Items"</small>		\$244,633.85	(17.0000)%	\$(41,587.75)	\$203,046.10
<b>2014 Buy Board JOC Jamal Standard</b> <small>Included in Total: Yes  Type: Percentage (Project Level)  Subtotal based on 2 items: "Priced Line Items", "RMeans AUSTIN, TX CCI (Current)"</small>		\$203,046.10	(30.0000)%	\$(60,913.83)	\$142,132.27
<b>Nonpriced Line Items</b> <small>Included in Total: Yes  Type: Total, Master Format Type: MF04  Values: Total  Includes: Non Priced  Filtering: (none)</small>					\$142,132.27

**Estimate Details**

PEB on existing slab

Estimator: Owner Greg Smith

Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total	
<b>01 - General Requirements</b>										
1	01-31-13-20-0200	Field personnel, project manager, average	Week	2.0000	0.00	3,775.00	0.00	\$3,775.00	\$7,550.00	
2	01-31-13-20-0260	Field personnel, superintendent, average	Week	4.0000	0.00	3,525.00	0.00	\$3,525.00	\$14,100.00	
3	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction sk sf * 14 days	M.S.F.	A-05	28.0000	2.45	70.28	4.27	\$77.00	\$2,156.00
4	01-74-13-20-0100	Cleaning up, cleanup of floor area, final by General Contractor at end of job	M.S.F.	A-05	2.0000	2.60	98.46	5.94	\$107.00	\$214.00
<b>01 - General Requirements Total</b>					<b>\$73.80</b>	<b>\$23,814.76</b>	<b>\$131.44</b>		<b>\$24,020.00</b>	
<b>05 - Metals</b>										
5	05-05-19-10-1430	Chemical anchors, includes layout and drilling, in concrete, brick or stone, chemical anchor, with threaded rod and epoxy cartridge, 3/4" diameter x 9 -1/2" long	Ea.	B-89A	45.0000	10.18	42.56	4.76	\$57.50	\$2,587.50
6	05-05-19-20-8300	Expansion anchors, anchors for concrete, brick or stone, no layout and drilling, wedge anchors, carbon steel, 1/2" diameter, 7" long	Ea.	1 CARP	80.0000	1.93	5.02	0.00	\$6.95	\$556.00
7	05-05-21-15-1960	Drilling steel, drilling and layout for steel, up to 1/4" deep, no anchor, holes, 3/4" diameter	Ea.	1 SSWK	80.0000	0.22	9.38	0.00	\$9.60	\$768.00
<b>05 - Metals Total</b>					<b>\$630.10</b>	<b>\$3,067.20</b>	<b>\$214.20</b>		<b>\$3,911.50</b>	
<b>07 - Thermal and Moisture Protection</b>										
8	07-71-23-10-0700	Downspouts, aluminum, round, corrugated aluminum, 4" diameter, .025" thick	L.F.	1 SHEE	176.0000	3.25	5.15	0.00	\$8.40	\$1,478.40
9	07-71-23-10-1300	Downspouts, aluminum, wire strainer, rectangular, perforated, 3" x 4"	Ea.	1 SHEE	11.0000	3.66	4.99	0.00	\$8.65	\$95.15
10	07-71-23-30-0400	Gutters, aluminum, stock units, 5" K type, .032" thick, enameled	L.F.	1 SHEE	200.0000	3.95	5.80	0.00	\$9.75	\$1,950.00
11	07-72-26-10-0150	Ridge vents and accessories, aluminum strips, painted finish	L.F.	1 ROFC	50.0000	4.46	3.74	0.00	\$8.20	\$410.00
12	07-72-26-10-0200	Ridge vents and accessories, aluminum strips, mill finish, connectors	Ea.	1 ROFC	6.0000	5.23	12.57	0.00	\$17.80	\$106.80
13	07-72-26-10-0300	Ridge vents and accessories, aluminum strips, mill finish, end caps	Ea.	1 ROFC	2.0000	2.26	12.54	0.00	\$14.80	\$29.60

**Estimate Details**

Estimator: Owner Greg Smith

PEB on existing slab

**07 - Thermal and Moisture Protection**

Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
<b>07 - Thermal and Moisture Protection Total</b>					\$1,661.16	\$2,408.79	\$0.00		<b>\$4,069.95</b>

**08 - Openings**

14	08-33-23-10-0130	Coiling service doors, steel, including hardware, manual, 20 gauge, 12' x 12' high, standard	Ea.	2 SSWK	2.0000	2,420.00	1,255.00	0.00	\$3,675.00	\$7,350.00
15	08-33-23-10-0130-3000	Coiling service doors, for 18 gauge doors, add (Modified using 08-33-23-10-3000)	S.F.	2 SSWK	288.0000	1.93	0.00	0.00	\$1.93	\$555.84
16	08-33-23-10-0130-3300	Coiling service doors, for enamel finish, add (Modified using 08-33-23-10-3300)	S.F.	2 SSWK	576.0000	2.31	0.00	0.00	\$2.31	\$1,330.56
17	08-33-23-10-0130-4000	Coiling service doors, for weatherstripping, extruded L.F. rubber, jams, add (Modified using 08-33-23-10-4000)		2 SSWK	48.0000	16.70	0.00	0.00	\$16.70	\$801.60
18	08-33-23-10-0130-4100	Coiling service doors, for weatherstripping, extruded L.F. rubber, hood, add (Modified using 08-33-23-10-4100)		2 SSWK	24.0000	9.40	0.00	0.00	\$9.40	\$225.60
19	08-33-23-10-0130-4200	Coiling service doors, for weatherstripping, extruded L.F. rubber, sill, add (Modified using 08-33-23-10-4200)		2 SSWK	24.0000	6.45	0.00	0.00	\$6.45	\$154.80
<b>08 - Openings Total</b>					\$7,908.40	\$2,510.00	\$0.00		<b>\$10,418.40</b>	

**13 - Special Construction**

20	13-34-19-0-0500	Pre-engineered steel buildings, clear span rigid frame, 30 P.S.F. roof and 20 P.S.F. wind load, excluding footings, slabs and anchor bolts, 26 gauge colored roofing and siding, 30' to 49' wide, 20' eave height 2000 SF main building with 3300 SF of canopy	SF Fir.	E-02	5,800.0000	9.08	13.78	4.64	\$27.50	\$159,500.00
21	13-34-19-0-5750	Pre-engineered steel buildings, accessory items, add to the basic building cost above, doors, hollow metal, self-framing, including butts, lockset and trim, single leaf, 3070, 3' x 7', economy	Opng.	2 SSWK	1.0000	654.50	300.50	0.00	\$955.00	\$955.00
22	13-34-19-0-6050	Pre-engineered steel buildings, accessory items, add to the basic building cost above, framing only, for openings, 3' x 7'	Opng.	2 SSWK	1.0000	203.50	376.50	0.00	\$580.00	\$580.00
23	13-34-19-0-7590	Pre-engineered steel buildings, accessory items, add to the basic building cost above, insulation, vinyl/scrim/polyester (VSP), 6" thick, R19	S.F.	2 CARP	4,880.0000	0.80	0.55	0.00	\$1.35	\$6,588.00
24	13-34-19-0-7590-7640	Pre-engineered steel buildings, insulation installation, between the purlins, up to 4" thick, add	S.F.	2 CARP	4,880.0000	0.00	0.34	0.00	\$0.34	\$1,659.20

**Estimate Details**

PEB on existing slab

Estimator: Owner Greg Smith

**13 - Special Construction**

Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total	
(Modified using 13-34-19-50-7640)										
25	13-34-19-50-7800	Pre-engineered steel buildings, accessory items, add to the basic building cost above, sash, single slide, glazed, including screens, 6040 (6' x 4')	Opng.	E-01	2.0000	885.50	176.02	13.48	\$1,075.00	\$2,150.00
<b>13 - Special Construction Total</b>						\$59,197.00	\$85,296.24	\$26,938.96		<b>\$171,432.20</b>

**22 - Plumbing**

26	22-42-16-40-6770	Service sinks, service, mop sink, molded stone, 24" x 36", 3 sides, including rim	Ea.	1 PLUM	1.0000	305.80	219.20	0.00	\$525.00	\$525.00
27	22-42-16-40-6770-6790	Service sinks, for rough-in, supply, waste and vent, floor service sinks (Modified using 22-42-16-40-6790)	Ea.	1 PLUM	1.0000	715.00	885.00	0.00	\$1,600.00	\$1,600.00
28	22-42-16-40-7100	Service sinks, service, wall, porcelain enamel on cast iron, rol rim, 24" x 20"	Ea.	Q-01	1.0000	946.00	329.00	0.00	\$1,275.00	\$1,275.00
29	22-42-16-40-7100-8980	Service sinks, for rough-in, supply, waste and vent, wall service sinks (Modified using 22-42-16-40-8980)	Ea.	Q-01	1.0000	1,075.00	1,150.00	0.00	\$2,225.00	\$2,225.00
<b>22 - Plumbing Total</b>						\$3,041.80	\$2,583.20	\$0.00		<b>\$5,625.00</b>

**23 - Heating, Ventilating, and Air-Conditioning (HVAC)**

30	23-83-33-10-5950	Electric heating, unit heaters, heavy duty, including fan and mounting bracket, single phase, 208-240-277 volt, 15 kW	Ea.	1 ELEC	2.0000	2,337.50	187.50	0.00	\$2,525.00	\$5,050.00
<b>23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total</b>						\$4,675.00	\$375.00	\$0.00		<b>\$5,050.00</b>

**26 - Electrical**

31	26-05-19-35-0020	Cable terminations, wire connectors, screw type, #18 to #12	Ea.	1 ELEC	100.0000	0.08	2.84	0.00	\$2.92	\$292.00
32	26-05-19-55-6800	Non-metallic sheathed cable, SEU service entrance cable, service entrance cap for copper SEU, 200 amp	Ea.	1 ELEC	1.0000	23.10	84.90	0.00	\$108.00	\$108.00
33	26-05-19-80-0030	Wire, 600 volt, copper type THW, solid, #12	C.L.F.	1 ELEC	16.0000	11.72	62.28	0.00	\$74.00	\$1,184.00
34	26-05-26-80-0100	Grounding, rod, copper clad, 10' long, 3/4" diameter	Ea.	1 ELEC	1.0000	42.90	155.10	0.00	\$198.00	\$198.00
35	26-05-26-80-0220	Grounding, drive studs, 3/4" diameter	Ea.		1.0000	20.00	0.00	0.00	\$20.00	\$20.00

**Estimate Details**

PEB on existing slab

Estimator: Owner Greg Smith

**26 - Electrical**

Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
36	26-05-26-80-0250 Grounding, clamp, bronze, 3/4" diameter	Ea.	1 ELEC	1.0000	6.49	21.51	0.00	\$28.00	\$28.00
37	26-05-26-80-0600 Grounding, wire ground, bare copper wire, stranded, C.L.F. #2		2 ELEC	0.1000	132.00	136.00	0.00	\$268.00	\$26.80
38	26-05-33-13-5040 Conduit, to 15' high, includes 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 L.F., electric metallic tubing (EMT), 1" diameter	L.F.	1 ELEC	400.0000	1.84	5.96	0.00	\$7.80	\$3,120.00
39	26-05-33-13-5040-9910 Conduit, to 15' high, add to labor for higher elevated installation, 15' to 20' high, add(Modified using 26-05-33-13-9910)	L.F.	1 ELEC	200.0000	0.00	0.38	0.00	\$0.38	\$76.00
40	26-05-33-13-6540 Conduit, to 15' high, electric metallic tubing (EMT), box connectors, set screw, steel, 1" diameter	Ea.	1 ELEC	40.0000	2.86	7.54	0.00	\$10.40	\$416.00
41	26-05-33-13-6540-9910 Conduit, to 15' high, add to labor for higher elevated installation, 15' to 20' high, add(Modified using 26-05-33-13-9910)	Ea.	1 ELEC	20.0000	0.00	0.49	0.00	\$0.49	\$9.80
42	26-05-90-10-4330 Residential wiring, receptacle devices, including box and cover plate, 20' average runs, decorator style, GFI, 15 amp receptacle, #14/2, EMT and wire	Ea.	1 ELEC	4.0000	44.55	145.45	0.00	\$190.00	\$760.00
43	26-05-90-10-4330-4500 Residential wiring, weather-proof cover for above receptacles, add (Modified using 26-05-90-10-4500)	Ea.	1 ELEC	4.0000	2.94	21.56	0.00	\$24.50	\$98.00
44	26-24-16-30-0550 Panelboards commercial applications, NQOD, with 20 amp 1 pole bot on circuit breakers, 3 wire, 120/240 volt, 225 amp main lugs, 42 circuits	Ea.	2 ELEC	1.0000	1,595.00	2,080.00	0.00	\$3,675.00	\$3,675.00
45	26-27-13-10-0300 Meter centers and sockets, sockets, single position, 4 terminal, 200 amp	Ea.	1 ELEC	1.0000	101.20	358.80	0.00	\$460.00	\$460.00
46	26-27-13-10-0300-3610 Meter centers and sockets, manual circuit closing, add (Modified using 26-27-13-10-3610)	Ea.	1 ELEC	1.0000	87.50	0.00	0.00	\$87.50	\$87.50
47	26-27-26-20-2482 Wiring devices elements, receptacle, duplex, ground fault interrupting, 20 amp	Ea.	1 ELEC	7.0000	44.00	25.00	0.00	\$69.00	\$483.00
48	26-27-26-20-2600 Wiring devices elements, wall plates, stainless steel, 1 gang	Ea.	1 ELEC	7.0000	2.82	8.48	0.00	\$11.30	\$79.10
<b>26 - Electrical Total</b>					<b>\$3,453.01</b>	<b>\$7,668.19</b>	<b>\$0.00</b>		<b>\$11,121.20</b>

**31 - Earthwork**

49	31-06-60-15-0500 Mobilization, drill rig, for caissons, to 36", minimum	Ea.	B-43	1.0000	0.00	1,622.50	1,402.50	\$3,025.00	\$3,025.00
50	31-63-26-13-0200 Fixed end caisson piles, includes excavation, concrete, 50 lbs. reinforcing per C.Y., excluding	V.L.F.	B-43	100.0000	16.72	16.98	14.80	\$48.50	\$4,850.00

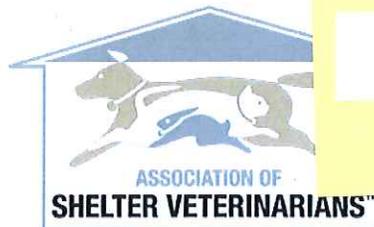
**Estimate Details**

Estimator: Owner Greg Smith

PEB on existing slab

31 - Earthwork

Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
	mobilization, boulder removal, disposal, casings or ground water, open style, machine drilled, to 50' deep, in stable ground, 24" diameter, 0.116 C.Y. per L.F.								
51 31-63-26-13-0200	Fixed end caisson piles, includes excavation, concrete, 50 lbs. reinforcing per C.Y., excluding mobilization, boulder removal, disposal, casings or ground water, open style, machine drilled, to 50' deep, in stable ground, 24" diameter, 0.116 C.Y. per L.F.	V.L.F.	B-43	20.0000	16.72	16.98	14.80	\$48.50	\$970.00
52 31-63-26-13-4500	Fixed end caisson piles, load and haul excess excavation, 2 miles	L.C.Y.	B-34B	19.0000	0.00	3.13	4.27	\$7.40	\$140.60
<b>31 - Earthwork Total</b>					<b>\$2,006.40</b>	<b>\$3,719.57</b>	<b>\$3,259.63</b>		<b>\$8,985.60</b>
<b>Estimate Grand Total</b>									<b>142,132.27</b>



**ITEM 21**

## Wellness Grant Application

All applications due by December 31, 2016

Name: Bastrop County Animal Services and Shelter

Address: 589 Cool Water Drive, Bastrop, TX 78602

Organization's mission:

We seek to provide humane education and responsible animal services to the community while trying to find homes or rescue placement for as many animals that enter our open door facility as possible.

Contact person for grant (include name, phone number & extension, email address):

Judge Paul Pape (512)332-7201 paul.pape@co.bastrop.tx.us

Name of ASV member on staff, if applicable:

Strategic focus areas (i.e. spay and release, adoption, etc.): Spay/Neuter, Adoption, Rescue

History:

Bastrop County Animal Services was started in 1999 when the County recognized the need to address the issue of stray animals within the community. Today we have 92 kennels. and three cat housing areas. There are 13 full time and 3 part time employees.

How many animals are served annually: 4,000-5,000

What kinds of animals are served: Mainly dogs and cats.

Certify that your shelter has a mandatory, pre-adoption spay/neuter program (requirement for funding): Yes. Adoptions are finalized after surgery/proof of sterilization.

How large of area/population does your shelter serve: 896 sq miles, >74K residents

Other accomplishments/awards:

Despite being an open door facility we maintain near "No Kill" numbers. Our shelter takes in nearly double the amount of stray animals (61%) while maintaining euthanasia rates that are half that of many other facilities (14.5% unadjusted).



Specify the geographic area where the funding will be applied:

Bastrop County (within the Austin, Tx Metropolitan Statistical Area)

Please provide proof of your tax exempt status:

Please see documents provided.

Provide a description of the initiative(s) or project(s) that the shelter will undertake with these funds from the Wysiwash Wellness Grant:

The project that the shelter will undertake is to improve disease prevention in our cat population by reducing the chance of fomite transmission by replacing daily use and care items (such as plastic litter boxes and scoopers) with ones that are easier to clean and disinfect and to improve our ability to treat upper respiratory ailments.

How will you evaluate the success of the project?

We will evaluate the success of the project by determining if the number of cats placed in the isolation area is reduced as well as a reduction in the length of stay for the animals once placed in isolation.

Provide a proposed budget for your expenses:

Stainless Steel Cat Litter Scoopers

10 xs \$9.95= \$99.50

Stainless Steel Cat Litter Pans (actually half-size steam table pans)

52 xs \$13.96= \$725.92

Nebulizer (Power-Neb Ultra 18080)

4 xs \$31.70= \$126.80                      TOTAL=\$952.22

**Attach additional documents/pages as needed and submit to [info@shelternvet.org](mailto:info@shelternvet.org).**

ITEM 23



# Memo

**To: Bastrop County Commissioners Court**

**From: Mike Fisher**

**CC: Randi Fishbeck, Rebecca Vick**

**Date: December 20, 2016**

**Re: FEMA Section 404 Mitigation Grants**

Approval is requested to submit 2 applications To FEMA for Section 404 Mitigation Grants for flood damaged sites where severe wash outs on Riverside Drive in Precinct 1 and Old Sayers Road in Precinct 4 occurred.

Halff has prepared engineering reports for both projects and are included for your review. As you can see, both estimates by Halff far exceed the estimates by FEMA. I have sent these reports to FEMA for their consideration of increasing the amount allowed for returning the sites to the pre-disaster condition. It is clear that since the improvements called for by Halff exceed the pre-disaster costs which would deem FEMA approval of Section 406 ineligible.

Therefore, we are requesting approval to submit applications for both projects under a Section 404 Mitigation Grant. If awarded the grant will require a 25% local match and would be brought back to the Court for acceptance.

***Hon. Judge Paul Pape, Director***

804 Pecan Street  
Bastrop, Texas 78602

***Mike Fisher, Coordinator***

Office: 512-581-4022  
Fax: 512-581-4024

**www.co.bastrop.tx.us**  
e-mail: emc@co.bastrop.tx.us

# MEMORANDUM

*FEMA Project Worksheet Evaluation*  
**NOT FOR CONSTRUCTION**

**TO:** Michael Fisher  
Emergency Management Coordinator  
Bastrop County Office of Emergency  
Management  
804 Pecan St.  
Bastrop, Texas 78602

**DATE:** 12/12/2016

**FROM:** Dan Franz, PE, CFM

**AVO:** 32099

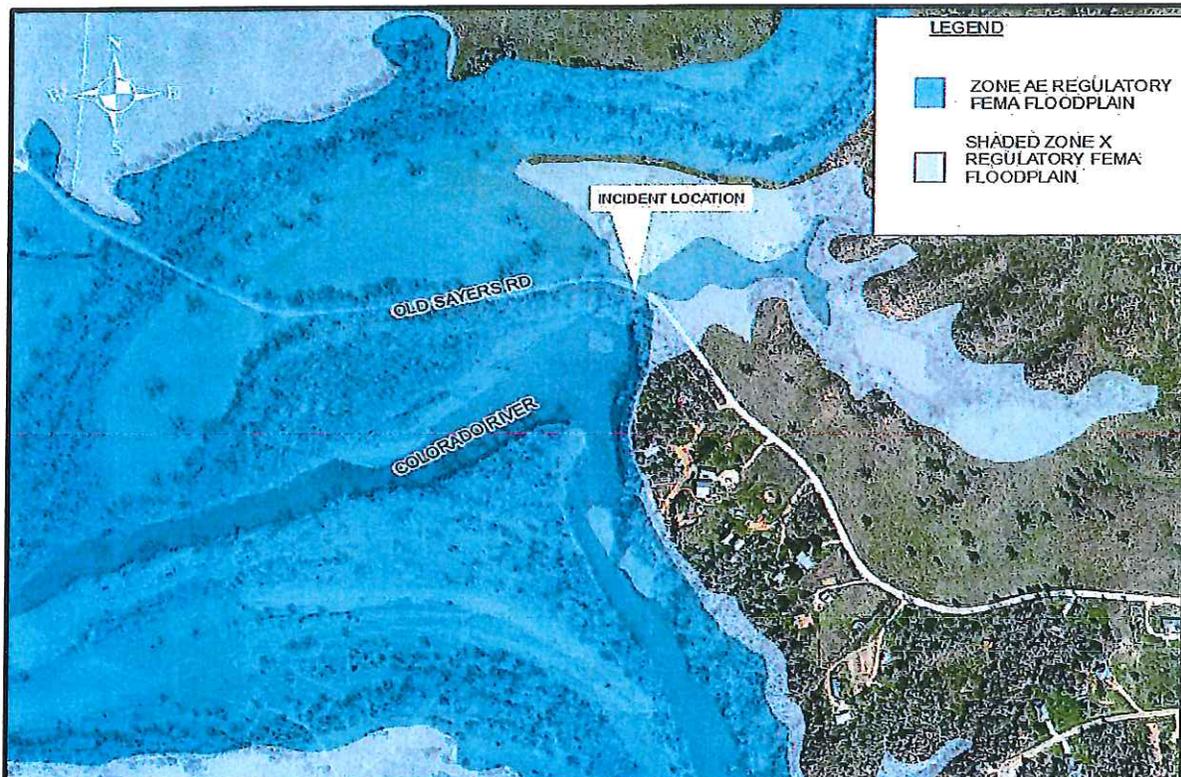
**EMAIL:** dfranz@halff.com

**WO:** #002-BAS005C-4

**SUBJECT:** Bastrop County Tax-Memorial Day Flood Engineering Services  
**FEMA Project No. BAS005C - Old Sayers Road**  
**Federal Disaster No. 4272**  
Bastrop County Precinct 4

*PW 0036*

## LOCATION MAP:



## EXISTING CONDITIONS ASSESSMENT:

During the period of rain events in May 2016, Bastrop County experienced significant rainfall which resulted in the failure of a portion of Old Sayers Road. With documented rain gage information from Bastrop County, Bastrop and surrounding areas witnessed an event above the 1% annual chance exceedance (ACE) rain event. Areas of Old Sayers Road, including the incident location are located within a regulated FEMA floodplains (Zone AE and Zone A). Flood waters from the adjacent Colorado River encroached on the roadway section resulting in significant erosion and damage of the roadway. Old Sayers Road incorporates an existing 36-inch corrugated metal pipe (CMP) culvert at the incident location. With the high water surface elevation of the Colorado River at the time of the incident, the ability of upstream runoff to incorporate and route within the existing culvert was impacted. This resulted in combination of runoff on the north and south sides of the roadway contributing to the erosion.

Halff conducted a site visit on November 16, 2016. Measurements of the eroded area were documented during that site visit and compared to historical photographs of the roadway section in addition to LiDAR topographic information, obtained from the County, of the roadway prior to the rain event. Based on this information, Halff calculated the approximate amount of damage of the incident as shown in the following table:

Item	Quantity		Unit Cost*	Total Cost	FEMA Est. Removal Cost
Base Material – 6inch	19	CY	\$43.87	\$845	
HMAC Aggregate 316	12	CY	\$88.00	\$1,017.00	
HMAC Asphalt 316	29	GAL	\$2.50	\$73.00	
Fill Removal	2300	CY	\$34.26	\$78,805.00	
Culvert Removal 36"	25	LF	\$55.00	\$1,375.00	
Fence Removal	160	LF	\$20.78	\$3,325.00	
<b>SUBTOTAL</b>				<b>\$85,440.00</b>	<b>\$52,155.51</b>

\* Unit costs were referenced from the Texas Department of Transportation Average Low Bid Unit Pricing, 12-month average.

## PRE-DISASTER CONDITION REPAIR & PRELIMINARY ESTIMATE OF PROBABLE COST:

Halff has prepared a probable cost of reconstruction for the facility to return to pre-disaster conditions in accordance with FEMA regulations. The extent of the roadway repairs are outside of the capabilities of the Bastrop County street crews. Bastrop County is electing to use contract services in accordance with County Procurement Policy. The proposed reconstruction of the roadway to a pre-disaster condition includes additional elements of construction in addition to the

estimated damage assessment provided earlier in this memorandum. For example, the calculated unit cost for fill lost during the flood event does not equate to the overall total necessary for reconstruction. Items such as contractor mobilization, staging, traffic control and erosion and sediment control, and care of water need to be accounted for. Halff has calculated a preliminary construction estimate for the roadway based on pre-disaster conditions (see also Attachment A). Included in this preliminary estimate are additional necessary construction elements items such as:

- Debris Removal & Clearing
- Erosion and Sediment Controls for reconstruction
- Care of water
- Traffic Control and Signage
- Contractor Mobilization (15%)
- Temporary Roadway
- Fence Replacement
- Temporary Staging Area for materials
- Temporary Fill necessary for reconstruction

<b>OLD SAYERS ROAD -PRELIMINARY COST (PRE DISASTER CONDITION)</b>	
<i>ITEM</i>	<i>COST</i>
CONSTRUCTION	\$276,673.00
CONTINGENCY (20%)	\$55,335.00
CONSTRUCTION SUBTOTAL	\$332,008.00
ENGINEERING SERVICES (15%)	\$47,802.00
ADMINISTRATION (1%)	\$3,320.08
ENVIRONMENTAL PERMITTING (5)%	\$16,600.40
<b>Grand Total:</b>	<b>\$401,730.48</b>

A contingency of 20% was applied to the preliminary construction cost subtotal to account for additional quantities that may be necessary as a result of any formal survey or geotechnical analysis. The engineering services are assumed at 15% of the preliminary construction cost and includes funding for engineering design services, survey, geotechnical, and construction materials testing services.

Halff conducted a cursory hydrology and hydraulic analysis of the existing 36" CMP culvert to determine its design capacity. Our analysis indicates the existing culvert can convey the 2-year (50% ACE) with about 6 inches of overtopping of the roadway which equates to approximately 190 cfs. Based on the TxDOT Hydraulic Manual, Old Sayers Road is considered a minor arterial requiring the road crossing to be designed for the 10-year (10% ACE) culvert. The top of road is at approximately 362.3 feet in elevation. In comparison, the 100-year (1% ACE) water surface

elevation on the Colorado River is 359.31 feet, approximately 2.99 feet below the top of road. This indicates the

Given the nature and severity of the damage it is Halff's opinion that additional soft cost such as survey, geotechnical engineering services, and construction materials testing services are needed in addition to engineering design. Halff feels the soft cost ratio of 15% is appropriate to ensure proper research, preparation of construction documents and testing/verification of construction methods to allow adequate repair of the roadway facility to ensure proper public safety. An administration fee of 1.0% was allocated for administration of the project by sub-grantee. FEMA conducted a site damage and repair assessment on September 12, 2016 (see referenced attachment C). The total damage and repair assessment prepared by FEMA resulted in a cost of \$60,337.51.

### **RECOMMENDED PROPOSED MITIGATION:**

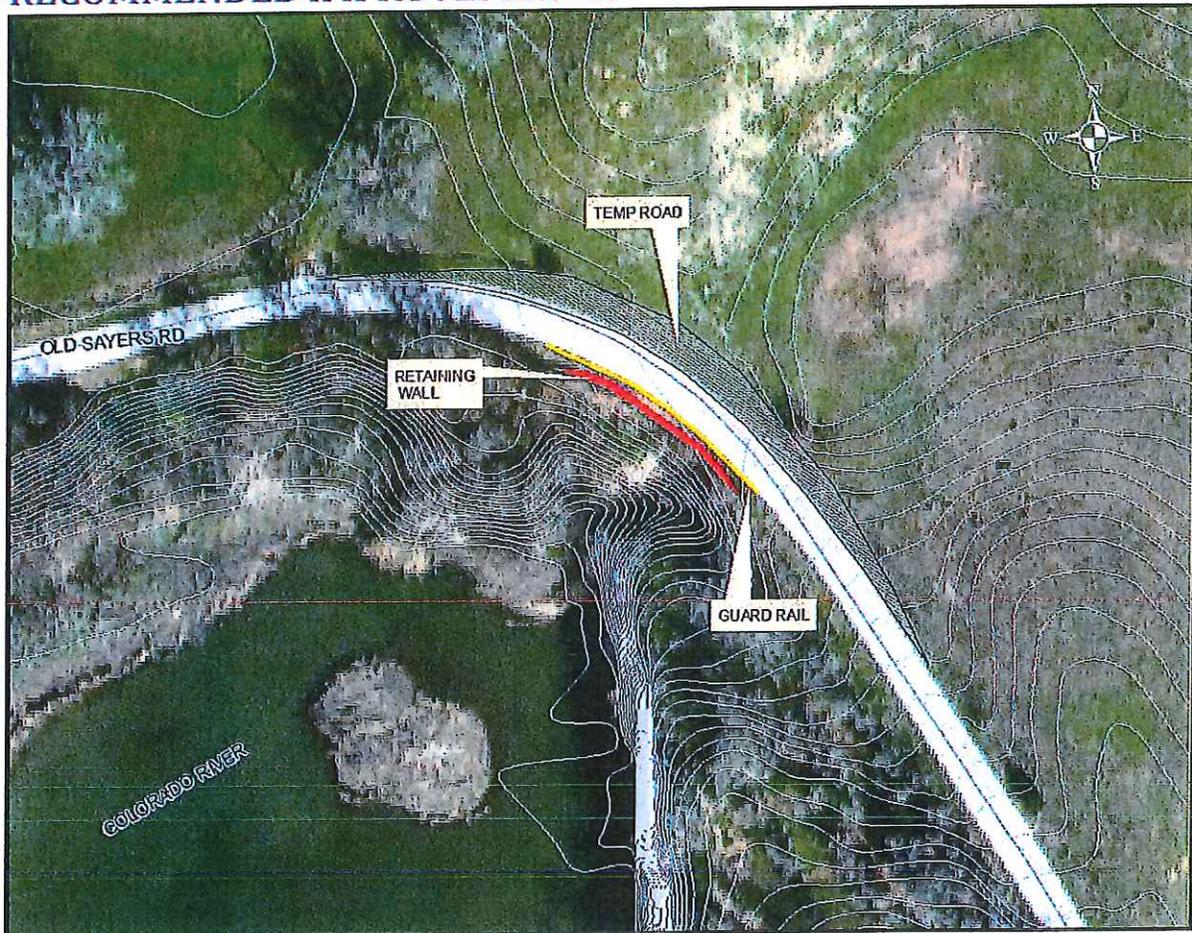
It is the professional opinion of Halff that a proposed repair to pre-disaster condition is not the proper and best long term solution for this location. Prior to the event, the existing topography at this location was at an approximate 0.5':1.0' (H:V) slope. Given the severe slope failure along with the roadways proximity to the Colorado River and location within a regulated FEMA floodplain, the chances of further erosion of a repair to 0.5':1.0' are considered high and may result in repetitive damage of the roadway in the future. Subsequently, if the slope of the roadway repair were to be at a level more in line with typical County or TxDOT slopes (3:1 or 4:1), the resulting embankment would expand into the limits of the Colorado River. Given the possible impacts to the river water surface elevations as well as increased erosion concerns, Halff is recommending a sheet pile retaining wall at the limits of the existing roadway erosion and failure. This retaining wall is anticipated not to impact the existing flow patterns of the River and would allow for a more permanent measure to mitigate against further erosion of the roadway in the future.

Halff conducted a hydraulic analysis based on the contributing upstream basin for the existing 36" RCP culvert structure. The results of that analysis demonstrated that the existing structure does not have the capacity to pass the 2-year (50% ACE) annual storm event and subsequently over the roadway. Based on the classification of the roadway using TxDOT Hydraulic Criteria Manual, Halff analyzed a new culvert to allow for passing of the 10-year (10% ACE) storm event, which consists of (6) 36" RCP culverts.

Halff has prepared a preliminary probable construction estimate for the proposed recommended solution (see also attachment B).

OLD SAYERS ROAD - PRELIMINARY COST (RECOMMENDED REPAIR)	
ITEM	COST
CONSTRUCTION	\$589,419.00
CONTINGENCY (20%)	\$117,884.00
CONSTRUCTION SUBTOTAL	\$707,303.00
ENGINEERING SERVICES (15%)	\$106,096.00
ADMINISTRATION (1.3%)	\$7,073.03
ENVIRONMENTAL PERMITTING (5%)	\$35,365.15
<b>Grand Total:</b>	<b>\$855,837.18</b>

### RECOMMENDED IMPROVEMENTS:





9500 Amberglen Blvd., Bldg F, Suite125  
Austin, Texas 78729  
(512)777-4600

Attachments: A. Pre-Disaster Probable Construction Cost Estimate  
B. Proposed Recommended Probable Construction Cost Estimate  
C. FEMA Worksheet BAS005C dated 9-12-2016

**ATTACHMENT A****OLD SAYERS ROAD****FEMA PROJECT NO. BAS005C****PRE-DISASTER CONDITION REPAIR**

Item	Quantity	Unit	Unit Cost	Total Cost
ASPHALT & BASE REMOVAL	72	SY	\$ 14.00	\$ 1,012.00
HMAC AGGREGATE 316	12	CY	\$ 88.00	\$ 1,017.00
HMAC ASPHALT 316	29	GAL	\$ 2.50	\$ 73.00
PREP ROW-TEMP ROAD	4	STA	\$ 2,484.87	\$ 10,934.00
TEMP ROAD (FLEX BASE)	92	CY	\$ 43.87	\$ 4,048.00
TEMP ROAD (AGGRE 316)	55	CY	\$ 88.00	\$ 4,872.00
TEMP ROAD (ASPHALT 316)	214	GAL	\$ 2.50	\$ 535.00
TEMP EMBANKMENT (ORD)	1670.1	CY	\$ 15.56	\$ 25,987.00
REMOVE DEBRIS (110 6003)	806.0	CY	\$ 46.92	\$ 37,818.00
EMBANKMENT (FINAL ORD)	2300.2	CY	\$ 34.26	\$ 78,805.00
TEMP STAGING AREA (PREP ROW)	1	STA	\$ 2,484.87	\$ 1,864.00
CMP GAL STL (36")	25.0	LF	\$ 55.00	\$ 1,375.00
SET 36" CMP @	1.0	EA	\$ 3,100.00	\$ 3,100.00
WIRE FENCE REMOVAL	225.0	LF	\$ 4.50	\$ 1,013.00
WIRE FENCE PROP	225.0	LF	\$ 30.00	\$ 6,750.00
PROP BARRIER RAIL	160	LF	\$ 20.78	\$ 3,325.00
TRAFFIC CONTROL	3	MO	\$ 12,113.69	\$ 36,342.00
PORT CTB	190	LF	\$ 34.27	\$ 6,512.00
CONST ENTRANCE INSTALL	67	SY	\$ 12.12	\$ 808.00
CONST ENTRANCE REMOVE	67	SY	\$ 6.59	\$ 440.00
TEMP SHORING	650	SF	\$ 15.24	\$ 9,906.00
CARE OF WATER (506)	260	LF	\$ 6.92	\$ 1,800.00
SILT FENCE	270	LF	\$ 2.20	\$ 594.00
SILT FENCE REMOVAL	270	LF	\$ 0.26	\$ 71.00
REVEG DISTURBED AREAS	880	SY	\$ 0.20	\$ 176.00
SOIL RETENTION BLANKET	880	SY	\$ 1.60	\$ 1,408.00
MOBILIZATION (15%)	1	LS	\$ 36,088.00	\$ 36,088.00
<b>SUBTOTAL</b>				<b>\$ 276,673.00</b>
<b>CONTINGENCY (20%)</b>				<b>\$ 55,335.00</b>
<b>TOTAL</b>				<b>\$ 332,008.00</b>
<b>ENGINEERING SERVICES (15%)</b>				<b>\$ 49,802.00</b>
<b>ADMINISTRATION COSTS (1%)</b>				<b>\$ 3,320.08</b>
<b>ENVIRONMENTAL PERMITTING (5%)</b>				<b>\$ 16,600.40</b>

Overall Total

\$ 401,730.48

**ATTACHMENT B****OLD SAYERS ROAD****FEMA PROJECT NO. BAS005C****RECOMMENDED CONDITION REPAIR**

Item	Quantity	Unit	Unit Cost	Total Cost
ASPHALT & BASE REMOVAL	72	SY	\$ 14.00	\$ 1,012.00
HMAC AGGREGATE 316	12	CY	\$ 88.00	\$ 1,017.00
HMAC ASPHALT 316	29	GAL	\$ 2.50	\$ 73.00
PREP ROW-TEMP ROAD	4	STA	\$ 2,484.87	\$ 10,934.00
TEMP ROAD (FLEX BASE)	92	CY	\$ 43.87	\$ 4,048.00
TEMP ROAD (AGGRE 316)	55	CY	\$ 88.00	\$ 4,872.00
TEMP ROAD (ASPHALT 316)	214	GAL	\$ 2.50	\$ 535.00
TEMP EMBANKMENT (ORD)	791.9	CY	\$ 15.56	\$ 12,322.00
REMOVE DEBRIS (110 6003)	806.0	CY	\$ 46.92	\$ 37,818.00
EMBANKMENT (400)	2300.2	CY	\$ 39.88	\$ 91,732.00
TEMP STAGING AREA (PREP ROW)	1	STA	\$ 2,484.87	\$ 1,864.00
RET WALL PILING	120	LF	\$ 117.00	\$ 14,040.00
RETAINING WALL (MSE)	2600	SF	\$ 48.75	\$ 126,750.00
FOOTING (420)	65	CY	\$ 793.00	\$ 51,545.00
WATERPROOFING (458)	284	SY	\$ 120.00	\$ 34,134.00
RAILING TY 223	130	LF	\$ 106.32	\$ 13,822.00
RCP PIPE (36")	180.0	LF	\$ 140.00	\$ 25,200.00
HEADWALL DIA 36"-CUSTOM	1.0	EA	\$ 15,000.00	\$ 15,000.00
WIRE FENCE REMOVAL	225.0	LF	\$ 4.50	\$ 1,013.00
WIRE FENCE PROP	225.0	LF	\$ 30.00	\$ 6,750.00
TRAFFIC CONTROL	3	MO	\$ 12,113.69	\$ 36,342.00
PORT CTB	190	LF	\$ 34.27	\$ 6,512.00
CONST ENTRANCE INSTALL	67	SY	\$ 12.12	\$ 808.00
CONST ENTRANCE REMOVE	67	SY	\$ 6.59	\$ 440.00
TEMP SHORING	650	SF	\$ 15.24	\$ 9,906.00
CARE OF WATER (506)	260	LF	\$ 6.92	\$ 1,800.00
SILT FENCE	270	LF	\$ 2.20	\$ 594.00
SILT FENCE REMOVAL	270	LF	\$ 0.26	\$ 71.00
REVEG DISTURBED AREAS	880	SY	\$ 0.20	\$ 176.00
SOIL RETENTION BLANKET	880	SY	\$ 1.60	\$ 1,408.00
MOBILIZATION (15%)	1	LS	\$ 76,881.00	\$ 76,881.00
<b>SUBTOTAL</b>				<b>\$ 589,419.00</b>
<b>CONTINGENCY (20%)</b>				<b>\$ 117,884.00</b>
<b>TOTAL</b>				<b>\$ 707,303.00</b>
<b>ENGINEERING SERVICES (15%)</b>				<b>\$ 106,096.00</b>
<b>ADMINISTRATION COSTS (1%)</b>				<b>\$ 7,073.03</b>
<b>ENVIRONMENTAL PERMITTING (5%)</b>				<b>\$ 35,365.15</b>

Overall Total

\$ 855,837.18

PA-06-TX-4272-PW-00036(0) P	
Applicant Name: BASTROP (COUNTY)	Application Title: BAS005C County Road / Sayers Road
Period of Performance Start: 06-11-2016	Period of Performance End: 12-11-2017

Bundle Reference # (Amendment #)	Date Awarded
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**Subgrant Application - FEMA Form 90-91**

[ Note: The Effective Cost Share for this application is 75% ]

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER FEMA 4272 - DR -TX	PROJECT NO. BAS005C	PA ID NO. 021-99021-00	DATE 09-12-2016	CATEGORY C	
APPLICANT: BASTROP (COUNTY)			WORK COMPLETE AS OF: 09-12-2016 : 0 %		
Site 1 of 1					
DAMAGED FACILITY: Old Sayers Road			COUNTY: Bastrop		
LOCATION: Current Version: Old Sayers Road GPS: 30.16826, -97.34821			LATITUDE: 30.07067	LONGITUDE: -97.29937	
DAMAGE DESCRIPTION AND DIMENSIONS: Current Version: During the incident period from May 22nd to June 24th, 2016, Bastrop County suffered damages to the Old Sayers Road at a point adjacent to the Colorado River (30.16826, -97.34821). High velocity flood water from the Colorado River on the south side and sheet flow flooding from the north, combined to cause the erosion. The Old Sayers Road sustained substantial damage and material loss to the south shoulder and fore-slope of the roadway. The fore-slope is eroded up to the south edge of the road surface, at that point the vertical drop is approximately .5:1. The road surface is beginning to fail along the south side due to the loss of sub-grade material. Damages are as follows: <ul style="list-style-type: none"> <li>• Loss of the south embankment, (130 FT long x 20 FT wide x 20 FT deep)/27 = 1,925.92CY</li> <li>• Damage to approximately (5 FT wide x 130 FT long)/9 = 72.2 SY of triple chip seal.</li> <li>• Damage to base material: (5 FT wide x 130 FT long x .5 thick)/27 = 12.04 CY</li> </ul>					
SCOPE OF WORK: Current Version: WORK TO BE COMPLETED In order to restore the Old Sayers Road to its pre-disaster condition, the Applicant, in accordance with their Procurement Policy (see attached Bastrop County Procurement Documents) will use Contract Services to repair the damages caused by the event by performing the following: <ul style="list-style-type: none"> <li>Replace fill material: 1,925.9 CY of rock fill at \$26.85/CY (FEMA Code 3051) = \$51,711.11</li> <li>Replace triple chip seal: 72.2SY at \$2.00/SY (FEMA Code 3082) = \$144.44</li> </ul>					

EST. BY  
FEMA

PROGRAM

Replace road base material: 12.03CY at \$24.92/CY (FEMA Code 3091) = \$299.79

Due to the complexity of the repair to this facility, a CEF was calculated to allow for engineering costs to this project = \$7510.00

**DIRECT ADMINISTRATIVE COSTS:** The sub grantee requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other sub grantee activities and are not included in any approved indirect cost rates. DAC calculated from the sliding scale for work to be completed. = \$672.00

**TOTAL REPAIR COST**  
Cost of Repair is \$60,337.51

Note 1. The scope of work is to repair in-kind, but due to the severity of the slope erosion and the proximity of the river, to repair in kind would not be prudent. Mitigation measures should be applied to this site.

**FEDERAL AID ROADS:** Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding.

**RECORD RETENTION:** As described in 2 CFR 200.33 Sub-recipient must maintain all work-related records for a period of three (3) years from Sub-recipient closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

**DIRECT ADMINISTRATIVE COSTS:** The Sub-recipient chooses not to claim costs to manage and administer this project as part of the Public Assistance program's grant award. Declining such costs does not exempt the Sub-recipient from maintaining records adequately and documenting the source and application of funds as required in 2 CFR 200.413.

**COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on Unit Costs from the TxDOT Statewide Average Unit Costs thru 5/30/16.

-- **HAZARD MITIGATION PROPOSAL:** Hazard Mitigation measures have been discussed with the applicant and a Hazard Mitigation Proposal (HMP) has been included in this project worksheet. This proposal could either reduce or eliminate the potential for future damage to this facility from similar events. Final Determination of HMP eligibility and effectiveness will be made by a 406 Hazard Mitigation Specialist during the EMMIE review process.

**PROCUREMENT:** The Sub-recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Sub-recipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

**PERMITS:** Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Sub-recipient is responsible for obtaining all required permits prior to the commencement of work.

**ENVIRONMENTAL AND HISTORIC PRESERVATION:** Sub-recipient must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

**CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION):** The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant shall notify the Texas Division of Emergency Management program representative prior to starting work.

**INSURANCE REVIEW:** The Sub-recipient is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Sub-recipient's insurance policy which may affect the total amount of the project. Approval of this project may result in an, obtain/maintain, insurance requirement. The Sub-recipient must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

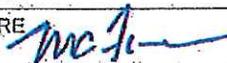
**AUDIT STATEMENT:** All documentation related to this project worksheet is subject to audit and must reflect disaster - related work and project - specific cost. The Sub-recipient has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

**75% FEDERAL FUNDING:** In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

By accepting this grant the Sub-recipient to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of May 22nd to June 24th, 2016, with the exception of requests for alternate or improved projects.

**SMALL PROJECTS, ANY CATAGORY:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The Sub-recipient does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

SMALL PROJECT CHANGE REQUEST: Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the Sub-recipient incurs a significant net small project overrun, the Sub-recipient must file an appeal within 60 day of completion of the Sub-recipient's last small project. All requests must be submitted through the grantee.

Does the Scope of Work change the pre-disaster conditions at the site? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Special Considerations included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Hazard Mitigation proposal included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9001	Contract	1/LS	\$ 52,155.51	\$ 52,155.51
2	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 672.00	\$ 672.00
3	9999	Engineering Cost	1/LS	\$ 7,510.00	\$ 7,510.00
				<b>TOTAL COST</b>	<b>\$ 60,337.51</b>
PREPARED BY JAMES WYATT			TITLE FEMA - Project Specialist	SIGNATURE	
APPLICANT REP. Mike Fisher			TITLE Emergency Management Coordinator	SIGNATURE 	

<b>PA-06-TX-4272-PW-00036(0) P</b>	
Applicant Name: BASTROP (COUNTY)	Application Title: BAS005C County Road / Sayers Road
Period of Performance Start: 06-11-2016	Period of Performance End: 12-11-2017

### **Subgrant Application - Entire Application**

Application Title: BAS005C County Road / Sayers Road  
 Application Number: PA-06-TX-4272-PW-00036(0)  
 Application Type: Subgrant Application (PW)

Preparer Information	
Prefix	Mr.
First Name	JAMES
Middle Initial	
Last Name	WYATT
Title	FEMA - Project Specialist
Agency/Organization Name	FEMA
Address 1	800 North Loop 288
Address 2	
City	Denton
State	TX
Zip	76209
Email	Chris.Walsh@fema.dhs.gov
Is the application preparer the Point of Contact?	No

Point of Contact Information	
Prefix	
First Name	Mike
Middle Initial	
Last Name	Fisher
Title	Emergency Management Coordinator
Agency/Organization	Bastrop County / Riverside Drive/ Precinct 1
Address 1	804 Pecan Street
Address 2	
City	Bastrop
State	TX
ZIP	78602
Phone	512-581-4022
Fax	
Email	emc@co.bastrop.tx.us

Alternate Point of Contact Information	
Prefix	
First Name	Kristy
Middle Initial	
Last Name	Ramon
Title	Assistant Auditor-Grant Coordinator
Agency/Organization	
Address 1	804 Pecan Street
Address 2	
City	Bastrop
State	TX
ZIP	78602
Phone	512-332-7222
Fax	
Email	kristy.ramon@co.bastrop.tx.us

Project Description	
Disaster Number:	4272
Pre-Application Number:	PA-06-TX-4272-RPA-0110
Applicant ID:	021-99021-00
Applicant Name:	BASTROP (COUNTY)
Subdivision:	
Project Number:	BAS005C
Standard Project Number/Title:	399 - Road System Damage
Please Indicate the Project Type:	Neither Alternate nor Improved
Application Title:	BAS005C County Road / Sayers Road
Category:	C.ROADS & BRIDGES
Percentage Work Completed?	0.0 %
As of Date:	09-12-2016

Comments

Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
JAMES WYATT	09-12-2016	Map	BAS005C Location Map		BAS005C PCT 1 Old Sayers Road Location Map.pdf(130.72 kb)	<a href="#">View</a>

Damage Facilities (Part 1 of 2)								
Facility Number	Facility Name	Address	County	City	State	ZIP	Site Previously Damaged?	Action
1	Old Sayers Road		Bastrop	Bastrop	TX		No	

Comments

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
JAMES WYATT	09-12-2016	Additional Information	BAS005C Payroll and Procurement Policy		BAS005C Payroll and Procurement Policies.pdf(1.54 Mb)	<a href="#">View</a>
JAMES WYATT	09-12-2016	Photos	BAS005C Photo 1		BAS005C Photo 1 Old Sayers Road .pdf(1.12 Mb)	<a href="#">View</a>
JAMES WYATT	09-12-2016	Photos	BAS005C Photo 2		BAS005C Photo 2 Old Sayers Rd 2.pdf(1.28 Mb)	<a href="#">View</a>

Facility Name:	Old Sayers Road
Address 1:	
Address 2:	
County:	Bastrop
City:	Bastrop
State:	TX
ZIP:	
Was this site previously damaged?	No
Percentage Work Completed?	0.00 %
Location:	Old Sayers Road GPS: 30.16826, -97.34821
Damage Description and Dimensions:	<p>During the incident period from May 22nd to June 24th, 2016, Bastrop County suffered damages to the Old Sayers Road at a point adjacent to the Colorado River (30.16826, -97.34821). High velocity flood water from the Colorado River on the south side and sheet flow flooding from the north, combined to cause the erosion. The Old Sayers Road sustained substantial damage and material loss to the south shoulder and fore-slope of the roadway. The fore-slope is eroded up to the south edge of the road surface, at that point the vertical drop is approximately .5:1. The road surface is beginning to fail along the south side due to the loss of sub-grade material. Damages are as follows:</p> <ul style="list-style-type: none"> <li>• Loss of the south embankment, (130 FT long x 20 FT wide x 20 FT deep)/27 = 1,925.92CY</li> <li>• Damage to approximately (5 FT wide x 130 FT long)/9 = 72.2 SY of triple chip seal.</li> <li>• Damage to base material: (5 FT wide x 130 FT long x .5 thick)/27 = 12.04 CY</li> </ul>
	<p><b>WORK TO BE COMPLETED</b> In order to restore the Old Sayers Road to its pre-disaster condition, the Applicant, in accordance with their Procurement Policy (see attached Bastrop County Procurement Documents) will use Contract Services to repair the damages caused by the event by performing the following:</p>

- Replace fill material: 1,925.9 CY of rock fill at \$26.85/CY (FEMA Code 3051) = \$51,711.11
- Replace triple chip seal: 72.2SY at \$2.00/SY (FEMA Code 3082) = \$144.44
- Replace road base material: 12.03CY at \$24.92/CY (FEMA Code 3091) = \$299.79

**TOTAL REPAIR COST**

Cost of Repair is \$52,155.51

Note1. The scope of work is to repair in-kind, but due to the severity of the slope erosion and the proximity of the river, to repair in kind would not be prudent. Mitigation measures should be applied to this site.

**FEDERAL AID ROADS:** Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding.

**RECORD RETENTION:** As described in 2 CFR 200.33 Sub-recipient must maintain all work-related records for a period of three (3) years from Sub-recipient closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

**DIRECT ADMINISTRATIVE COSTS:** The Sub-recipient chooses not to claim costs to manage and administer this project as part of the Public Assistance program's grant award. Declining such costs does not exempt the Sub-recipient from maintaining records adequately and documenting the source and application of funds as required in 2 CFR 200.413.

**COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on Unit Costs from the TxDOT Statewide Average Unit Costs thru 5/30/16.

-- **HAZARD MITIGATION PROPOSAL:** Hazard Mitigation measures have been discussed with the applicant and a Hazard Mitigation Proposal (HMP) has been included in this project worksheet. This proposal could either reduce or eliminate the potential for future damage to this facility from similar events. Final Determination of HMP eligibility and effectiveness will be made by a 406 Hazard Mitigation Specialist during the EMMIE review process.

**PROCUREMENT:** The Sub-recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Sub-recipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

**PERMITS:** Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Sub-recipient is responsible for obtaining all required permits prior to the commencement of work.

**ENVIRONMENTAL AND HISTORIC PRESERVATION:** Sub-recipient must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

**CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION):** The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding.

Scope of Work:

In the case of a change in scope of work, the applicant shall notify the Texas Division of Emergency Management program representative prior to starting work.

**INSURANCE REVIEW:** The Sub-recipient is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Sub-recipient's insurance policy which may affect the total amount of the project. Approval of this project may result in an, obtain/maintain, insurance requirement. The Sub-recipient must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

**AUDIT STATEMENT:** All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The Sub-recipient has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

**75% FEDERAL FUNDING:** In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

By accepting this grant the Sub-recipient to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of May 22nd to June 24th, 2016, with the exception of requests for alternate or improved projects.

**SMALL PROJECTS, ANY CATAGORY:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The Sub-recipient does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

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**Hazard Mitigation Proposal**

• Is effective mitigation feasible on this site?	Yes
If you answered <b>Yes</b> to the above question, the next question is required	
Will mitigation be performed on this site?	Yes
If you answered <b>Yes</b> to the above question, the next question is required	
Do you wish to attach a Hazard Mitigation Proposal?	Yes
If you answered <b>Yes</b> to the above question, the next two questions are required	

During the incident period from May 22, 2016 to June 24, 2016, The County of Bastrop, Texas suffered damages to the Old Sayers Road at a point adjacent to the Colorado River GPS ( 30.16826 / -97.34821 ). High velocity flood water from the Colorado River on the south side of the road and SheetFlow

Flooding from the North, combined to cause severe erosion and wash-out. The Old Sayers Road sustained substantial damage and loss of embankment material to the south shoulder and fore-slope of the roadway. The Fore-Slope is eroded up to the south edge of the road surface, at that point the vertical drop is approximately 5:1. The road surface is beginning to fail along the south side due to loss of sub-grade material. Damages are as follows : Loss of South embankment = ( 130FTL x 20FTW x 20FTD = 52,000CF / 27 = 1925.93CY ). Road Base Damage = ( 130FTL x 5FTW x .50FTT = 325CF / 27 = 12.04CY ). Road Surface Damage = ( 130FTL x 5FTW = 650SF / 9 = 72.25SY of Triple Chip Seal ). Applicant Proposes to repair embankment and road back to Pre-Disaster condition using Contract Services. Total Cost of Work To Be Completed = \$52,155.51.

**HAZARD MITIGATION**

Applicant has requested the following mitigation to prevent or reduce future damage from a similar flooding event. Applicant proposes to install large Stone Rip Rap and where feasible, Concrete Slope Protection, to stabilize the embankment and protect the road shoulder. These materials will work in conjunction with the rock fill being placed for pre-disaster repairs.

Please provide the Scope of Work for the estimate:  
(maximum 4000 characters)

1) Install Stone Rip Rap. ( 130FTL x 20FTH x 2FTD = 5200CF / 27 = 192.59CY x \$48.00CY = \$9244.44. FEMA COST CODE 4070

2) Install Slope Protection Concrete adjacent and below surface of existing road to accomadate sheet flowing of water off road and nearby fields.

130FTL x 10FTW x .50FT = 650CF / 9 = 72.22SY x 50.00SY = \$50.00SY = \$3611.11. FEMA COST CODE #3260

Total Cost for mitigation = \$9244.44 + \$3611.11 = \$12,855.44 / \$52,155.51= 24.40 % < 100 % of total project costs.

This HMP is considered cost effective according to FEMA RP 9526.1, Section VII.B.2 and Appendix J, " Installation to control erosion" list and does not exceed 100 % of the project cost. If this HMP is approved, and the mitigation is not performed, the applicant must apply for a change in the scope of work and de-obligation of the HMP funding. Applicant refusal or failure to complete the work of the HMP and / or improved project may limit future funding of repairs at the site in the event that a similar disaster event results in similar damage at the site. This HMP is for estimating purposes only and is subject to review. Applicant is responsible for obtaining all applicable permits and meeting all Federal and Local Regulations.  
EHP NOTE : ALL WORK WILL BE OUT OF EXISTING FOOTPRINTS.

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?

No

**Cost Estimates**

Option(s) that apply to this facility:

Hazard Mitigation Proposal : \$12,855.55

#	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate
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\*\*\* Version 0 \*\*\*

1	4070	Rip Rap (Dumped)	1	CY	\$ 9,244.44	CONSTRUCTION	\$ 9,244.44
2	3260	Slope Protection Concrete	1	SY	\$ 3,611.11	CONSTRUCTION	\$ 3,611.11
<b>Facility Level Cost Estimate Total: \$ 12,855.55</b>							
GIS Coordinates							
Project Location			Latitude		Longitude		
Riverside Drive			30.07067		-97.29937		

Special Considerations	
1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)?	No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland?	Yes
If you would like to make any comments, please enter them below. (maximum 4000 characters) See attached flood map	
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?	No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)?	No
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal?	Yes
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site?	No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland?	No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work?	No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work?	No

Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
JAMES WYATT	09-12-2016	Map	BAS005C Flood Map		BAS005C - Flood Map.pdf(1.30 Mb)	<a href="#">View</a>

<b>For Category C, D, E, F, and G Projects only</b>	
Is effective mitigation feasible on this project?	Yes
If you answered <b>Yes</b> to the above question, the next question is required	
Will mitigation be performed on any sites in this project?	Yes
If you answered <b>Yes</b> to the above question, the next question is required	
Do you wish to attach a Hazard Mitigation Proposal?	Yes
If you answered <b>Yes</b> to the above question, the next two questions are required	
	During the incident period from May 22, 2016 to June 24, 2016, The County of Bastrop, Texas suffered damages to the Old Sayers Road at a point adjacent to the Colorado River GPS ( 30.16826 / -97.34821 ). High velocity flood water from the Colorado River on the south side of the road and SheetFlow Flooding from the North, combined to cause severe erosion and wash-out. The Old Sayers Road sustained substantial damage and loss of embankment material to the south shoulder and fore-slope of the roadway. The

Fore-Slope is eroded up to the south edge of the road surface, at that point the vertical drop is approximately 5:1. The road surface is beginning to fail along the south side due to loss of sub-grade material. Damages are as follows : Loss of South embankment = ( 130FTL x 20FTW x 20FTD = 52,000CF / 27 = 1925.93CY ). Road Base Damage = ( 130FTL x 5FTW x .50FTT = 325CF / 27 = 12.04CY ). Road Surface Damage = ( 130FTL x 5FTW = 650SF / 9 = 72.2SY of Triple Chip Seal ). Applicant Proposes to repair embankment and road back to Pre-Disaster condition using Contract Services. Total Cost of Work To Be Completed = \$52,155.51

**HAZARD MITIGATION**  
 Applicant has requested the following mitigation to prevent or reduce future damage from a similar flooding event. Applicant proposes to install large Stone Rip Rap and where feasible, Concrete Slope Protection, to stabilize the embankment and protect the road shoulder. These materials will work in conjunction with the rock fill being placed for pre-disaster repairs.

1) Install Stone Rip Rap. ( 130FTL x 20FTH x 2FTD = 5200CF / 27 = 192.592CY x \$48.00CY = \$9,244.44. FEMA COST CODE 4070  
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 130FTL x 10FTW x .50FT = 650CF / 9 = 72.22SY x 50.00SY = \$50.00SY = \$3,611.11. FEMA COST CODE #3260  
 Total Cost for mitigation = \$9,244.44 + \$3,611.11 = \$12,855.44 / \$52,155.51 = 24.40 % < 100 % of total project costs.

This HMP is considered cost effective according to FEMA RP 9526.1, Section VII.B.2 and Appendix J, " Installation to control erosion" list and does not exceed 100 % of the project cost. If this HMP is approved, and the mitigation is not performed, the applicant must apply for a change in the scope of work and de-obligation of the HMP funding. Applicant refusal or failure to complete the work of the HMP and / or improved project may limit future funding of repairs at the site in the event that a similar disaster event results in similar damage at the site. This HMP is for estimating purposes only and is subject to review. Applicant is responsible for obtaining all applicable permits and meeting all Federal and Local Regulations.  
 EHP NOTE : ALL WORK WILL BE OUT OF EXISTING FOOTPRINTS.

Please provide the Scope of Work for the estimate:

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost? No

**Hazard Mitigation Proposal - 0909**

#	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
1	9888	Site 1 Old Sayers Road	1	LS	\$ 12,855.55			\$ 12,855.55	✓ Include
<b>Total Cost: \$ 12,855.55</b>								<a href="#">View Sites</a>	

Comments

Attachments							
User	Date	Document Type	Comments and Attachments Description	Hard Copy File Reference	File Name	Action	
KIRK	09-12-2016	Mitigation Proposal	Hazard Mitigation Proposal		BAS005C Old Sayers HMP.xlsm(168.15 kb)	<a href="#">View</a>	

**Cost Estimate**

Is this Project Worksheet for

(Preferred) Repair									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Other									
1	<a href="#">9001</a>	Contract	1	LS	\$ 52,155.51	CONTRACTUAL	Other	\$ 52,155.51	
<b>Total Cost :</b>								<b>\$ 52,155.51</b>	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
<b>Total Cost :</b>								<b>\$ 0.00</b>	

Hazard Mitigation Proposal - 0909									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
1	<a href="#">9888</a>	Site 1 Old Sayers Road	1	LS	\$ 12,855.55			\$ 12,855.55	<input checked="" type="checkbox"/> Include
<b>Total Cost :</b>								<b>\$ 12,855.55</b>	

<b>Total Cost Estimate:</b> (Preferred Estimate Type + Insurance Adjustments)	<b>\$ 52,155.51</b>
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Comments

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Attachments

Existing Insurance Information						
Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required

Comments

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Attachments

Name of Section	Comment	Attachment
Project Description		<a href="#">BAS005C PCT 1 Old Sayers Road Location Map.pdf</a> (09-12-2016)
Damage Facilities		<a href="#">BAS005C Payroll and Procurement Policies.pdf</a> (09-12-2016)
		<a href="#">BAS005C Photo 1 Old Sayers Road .pdf</a> (09-12-2016)
		<a href="#">BAS005C Photo 2 Old Sayers Rd 2.pdf</a> (09-12-2016)
Special Considerations		<a href="#">BAS005C - Flood Map.pdf</a> (09-12-2016)
Mitigation		<a href="#">BAS005C Old Sayers HMP.xlsm</a> (09-12-2016)
Bundle Reference # (Amendment #)		Date Awarded

### Subgrant Application - FEMA Form 90-91

**Note:** The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET						
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY	
FEMA	4272 - DR -TX	BAS005C	021-99021-00	09-12-2016	C	
APPLICANT: BASTROP (COUNTY)				WORK COMPLETE AS OF: 09-12-2016 : 0 %		
Site 1 of 1						
DAMAGED FACILITY: Old Sayers Road				COUNTY: Bastrop		
LOCATION:  Current Version: Old Sayers Road GPS: 30.16826, -97.34821				LATITUDE: 30.07067	LONGITUDE: -97.29937	
DAMAGE DESCRIPTION AND DIMENSIONS:  Current Version: During the incident period from May 22nd to June 24th, 2016, Bastrop County suffered damages to the Old Sayers Road at a point adjacent to the Colorado River (30.16826, -97.34821). High velocity flood water from the Colorado River on the south side and sheet flow flooding from the north, combined to cause the erosion. The Old Sayers Road sustained substantial damage and material loss to the south shoulder and fore-slope of the roadway. The fore-slope is eroded up to the south edge of the road surface, at that point the vertical drop is approximately .5:1. The road surface is beginning to fail along the south side due to the loss of sub-grade material. Damages are as follows:  <ul style="list-style-type: none"> <li>• Loss of the south embankment, (130 FT long x 20 FT wide x 20 FT deep)/27 = 1,925.92CY</li> <li>• Damage to approximately (5 FT wide x 130 FT long)/9 = 72.2 SY of triple chip seal.</li> <li>• Damage to base material: (5 FT wide x 130 FT long x .5 thick)/27 = 12.04 CY</li> </ul>						
SCOPE OF WORK:  Current Version: WORK TO BE COMPLETED In order to restore the Old Sayers Road to its pre-disaster condition, the Applicant, in accordance with their Procurement Policy (see attached Bastrop County Procurement Documents) will use Contract Services to repair the damages caused by the event by performing the following:  <ul style="list-style-type: none"> <li>• Replace fill material: 1,925.9 CY of rock fill at \$26.85/CY (FEMA Code 3051) = \$51,711.11</li> <li>• Replace triple chip seal: 72.2SY at \$2.00/SY (FEMA Code 3082) = \$144.44</li> <li>• Replace road base material: 12.03CY at \$24.92/CY (FEMA Code 3091) = \$299.79</li> </ul>						

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Does the Scope of Work change the pre-disaster conditions at the site?    Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input checked="" type="checkbox"/> Yes   No
Hazard Mitigation proposal included? <input checked="" type="checkbox"/> Yes   No	Is there Insurance coverage on this facility?   Yes <input checked="" type="checkbox"/> No

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
------	------	-----------	---------------	------------	------

***BASTROP (COUNTY) : PA-06-TX-4272-PW-00036***						
No.	Queue	User	Other	Condition Information	Reviewer Comments	
1	9001	Contract		1/LS	\$ 52,155.51	\$ 52,155.51
					<b>TOTAL COST</b>	\$ 52,155.51
PREPARED BY JAMES WYATT				TITLE FEMA - Project Specialist	SIGNATURE	
APPLICANT REP. Mike Fisher				TITLE Emergency Management Coordinator	SIGNATURE	

BASTROP (COUNTY) : PA-06-TX-4272-PW-00036					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
No Conditions					

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
No Comments				

Go Back



TBPE FIRM # 312

9500 Amberglen Blvd., Bldg F, Suite 125  
Austin, Texas 78729  
(512)777-4600

# MEMORANDUM

*FEMA Project Worksheet Evaluation*  
**NOT FOR CONSTRUCTION**

**TO:** Michael Fisher  
Emergency Management Coordinator  
Bastrop County Office of Emergency  
Management  
804 Pecan St.  
Bastrop, Texas 78602

**DATE:** 12/12/2016

**FROM:** Dan Franz, PE, CFM

**AVO:**32099

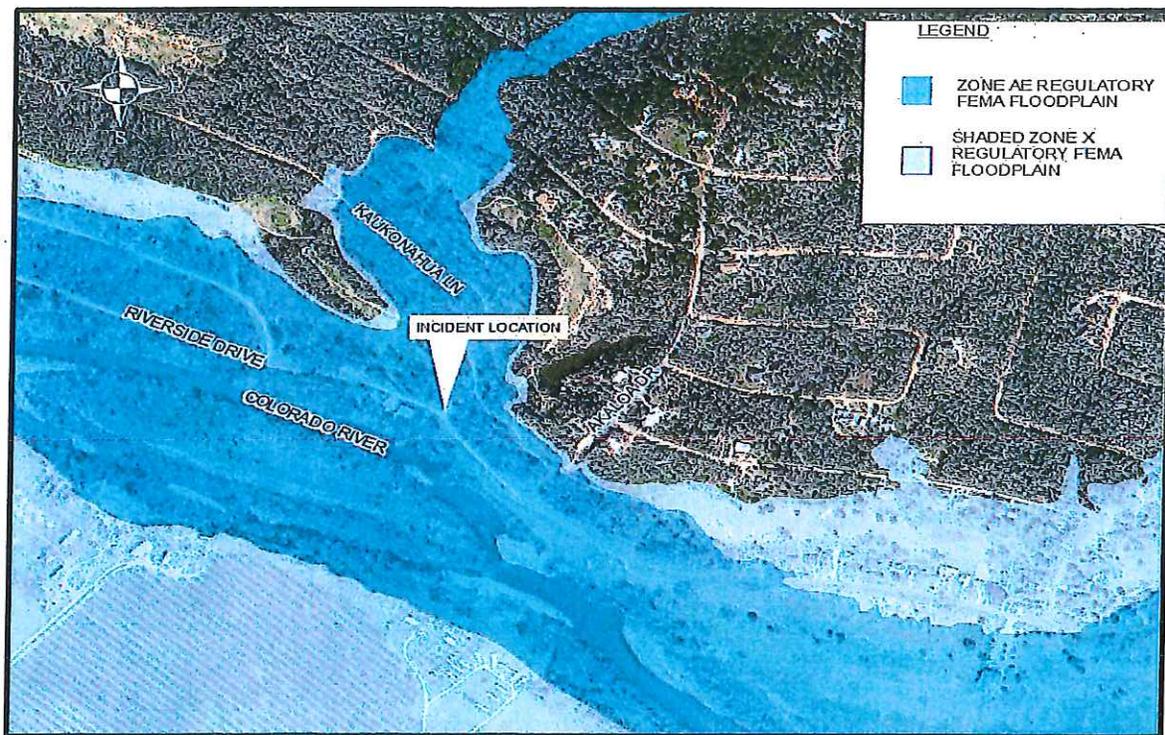
**EMAIL:** dfranz@halff.com

**WO:** #001-BAS006C-1

**SUBJECT:** Bastrop County Tax-Memorial Day Flood Engineering Services  
**FEMA Project No. BAS006C - Riverside Drive**  
**Federal Disaster No. 4272**  
Bastrop County Precinct 1

*PW 0035*

## LOCATION MAP:



## EXISTING CONDITIONS ASSESSMENT:

During the period of rain events in May 2016, Bastrop County experienced significant rainfall which resulted in the failure of portion of Riverside Drive at Kaukonahua Lane. With documented rain gage information from Bastrop County, Bastrop and surrounding areas witnessed an event above the 1% annual chance exceedance (ACE) rain event. Riverside Drive, including the incident location is located within a regulated FEMA floodplain (Zone AE) and floodway. Flood waters from the contributing drainage area of the tributary to the Colorado River and the Colorado River encroached on the roadway section resulting in significant erosion and damage of the roadway. At the incident location, there is an existing approximate 8' diameter steel culvert pipe, while intact, the pipe does show signs of damage and wear. Given the water surface elevation within the Colorado River at the time of the incident, the ability of upstream runoff to incorporate and route within the existing culvert was impacted. This resulted in additional erosion at the culvert inlet immediately upstream of Riverside Drive. In addition to the large steel culvert pipe, 48" CMP storm pipe was damaged in the incident and sent further downstream. Due to the amount of debris at the site, it is unclear if this pipe was part of a secondary culvert system of Riverside Drive or if portion of a storm drain system which failed further upstream and was carried down to the incident location.

Halff conducted a site visit on November 16, 2016. Measurements of the eroded area were documented during that site visit and compared to historical photographs of the roadway section in addition to LiDAR topographic information, obtained from the County, of the roadway prior to the rain event. Based on this information, Halff calculated the approximate amount of damage of the incident as shown in the following table:

Item	Quantity		Unit Cost*	Total Cost	FEMA Est. Removal Cost
Base Material – 6inch	5	CY	\$43.87	\$212.00	
HMAC Aggregate 316	3	CY	\$88.00	\$255.00	
HMAC Asphalt 316	7	GAL	\$2.50	\$19.00	
Fill Removal	3006.9	CY	\$34.26	\$103,015.00	
Culvert Removal 48"	20	LF	\$140.00	\$2,800.00	
Fence Removal	160	LF	\$20.78	\$3,325.00	
<b>SUBTOTAL</b>				<b>\$109,626.00</b>	<b>\$88,156.43</b>

\* Unit costs were referenced from the Texas Department of Transportation Average Low Bid Unit Pricing, 12-month average.

Due to the lack of existing roadway connectivity, the roadway remains open to traffic at this time. With the current condition of the roadway which remains open to the public, it is Halff's professional opinion that this section of roadway is a danger to public safety and should be closed to traffic with an alternate route of entry/exit for associated residents. It is recommended that a



TBPE FIRM # 312

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Austin, Texas 78729  
(512)777-4600

proposed alternate roadway connection be established for all proposed repairs necessary at the incident location.

Halff conducted a cursory hydrology and hydraulic analysis of the existing 8 foot steel pipe culvert to determine its design capacity. Our analysis indicates the existing culvert can convey the 5-year (20% ACE) storm event which equates to approximately 1,320 cfs before overtopping the roadway. Based on the TxDOT Hydraulic Manual, Riverside Drive is considered a minor arterial requiring the road crossing to be designed for the 10-year (10% ACE) culvert or 25-year (4% ACE) small bridge. The top of road is at approximately 330.92 feet in elevation. In comparison, the 100-year (1% ACE) water surface elevation on the Colorado River is 339.70 feet, approximately 8.78 feet over Riverside Drive.

### **PRE-DISASTER CONDITION REPAIR & PRELIMINARY ESTIMATE OF PROBABLE COST:**

Halff has prepared a probable cost of reconstruction for the facility to return to pre-disaster conditions in accordance with FEMA regulations. The extent of the roadway repairs are outside of the capabilities of the Bastrop County Street crews. Bastrop County is electing to use contract services in accordance with County Procurement Policy. The proposed reconstruction of the roadway to a pre-disaster condition includes additional elements of construction in addition to the estimated damage assessment provided earlier in this memorandum. Example; the calculated unit cost for fill lost during the flood event does not equate to the overall total necessary for reconstruction; items such as contractor mobilization, staging, traffic control, care of water, and erosion and sediment control need to be accounted for. Halff has calculated a preliminary construction estimate for the roadway based on pre-disaster conditions (see also Attachment A). Included in this preliminary estimate are additional necessary construction elements items such as:

- Debris Removal & Clearing
- Erosion and Sediment Controls for reconstruction
- Care of water
- Traffic Control and Signage
- Contractor Mobilization (15%)
- Temporary Roadway
- Guard Rail replacement
- Temporary Staging Area for materials
- Temporary Fill necessary for reconstruction
- Geotechnical Investigations



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RIVERSIDE DRIVE -PRELIMINARY COST (PRE DISASTER CONDITION)	
ITEM	COST
CONSTRUCTION	\$292,745.00
DETOUR ALTERNATE	\$183,337.00
CONTINGENCY (20%)	\$95,217.00
CONSTRUCTION SUBTOTAL	\$571,299.00
ENGINEERING SERVICES (15%)	\$85,695.00
ADMINISTRATION (1%)	\$5,712.99
ENVIRONMENTAL PERMITTING (5%)	\$28,564.95
<b>Grand Total:</b>	<b>\$691,271.94</b>

The pre-disaster repair condition includes a proposed roadway detour. It is Halff's opinion that this detour is necessary in order to repair the roadway as well as provide safe route for the public. Halff has portrayed this cost as an alternate, in the event that Bastrop County or FEMA decide that a detour is not necessary. A contingency of 20% was applied to the preliminary construction cost subtotal to account for additional quantities that may be necessary as a result of any formal survey or geotechnical analysis. The engineering services are assumed at 15% of the preliminary construction cost and includes funding for engineering design services, survey, geotechnical, and construction materials testing services.

Given the nature and severity of the damage it is Halff's opinion that additional soft cost such as survey, geotechnical engineering services, and construction materials testing services are needed in addition to engineering design. Halff feels the soft cost ratio of 15% is appropriate to ensure proper research, preparation of construction documents and testing/verification of construction methods to allow adequate repair of the roadway facility to ensure proper public safety. An administration fee of 1% was allocated for administration of the project by sub-grantee. FEMA conducted a site damage and repair assessment on September 8, 2016 (see referenced attachment C). The total damage and repair assessment prepared by FEMA resulted in a cost of \$88,828.43.

### RECOMMENDED PROPOSED MITIGATION:

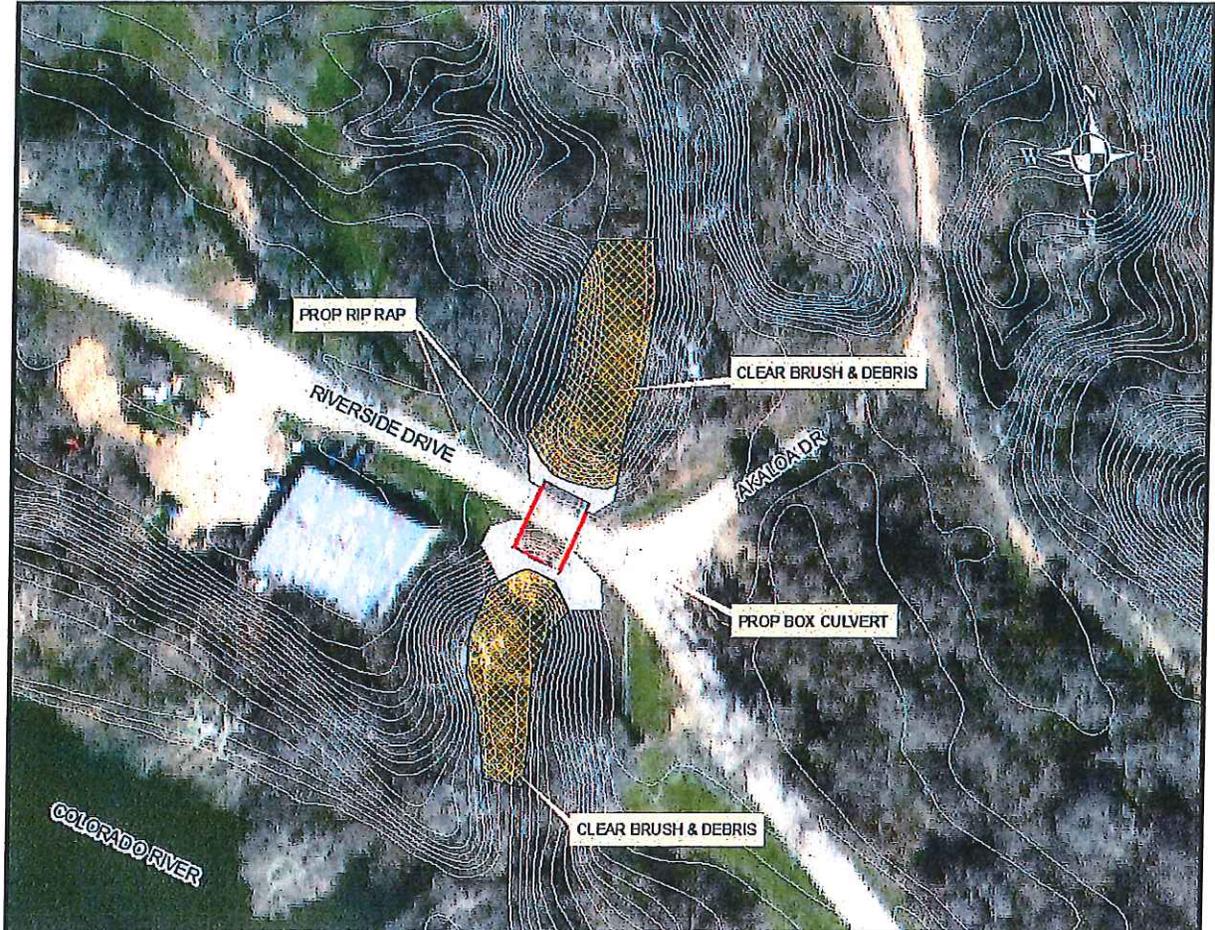
It is the professional opinion of Halff that a proposed repair to pre-disaster condition is not the proper and best long term solution for this location. Prior to the event, the existing embankment slope at this location was at an approximate 1.0':1.0' (H:V) slope. Given that severe of a slope along with the roadways proximity to the Colorado River and location within a regulated FEMA floodplain and floodway, the chances of further erosion of a repair to 1.0':1.0' are

considered high and may result in repetitive damage of the roadway in the future. Additionally, if the slope of the roadway repair were to be at a more suitable level with typical County or TxDOT practices (3:1 or 4:1), the resulting embankment would encroach further into the river tributary and may negatively impact the water surface elevations within the Colorado River and impact adjacent properties. Given these possible impacts, Halff is recommending replacement of the existing steel pipe culvert with reinforced concrete box culvert (RCB) as well as incorporation of concrete rip rap along the upstream and downstream banks of the roadway section. With the existing steel culvert showing signs of damage which may impact the capacity of the pipe, we are recommending installation of a 9' x 9' RCB which will have the capacity to pass the 10 year flood event with nearly a 4 foot freeboard before overtopping the roadway. These culverts will be designed for traffic loading and will be more water resistant over time than the steel pipe. Incorporation of concrete rip rap at the culvert inlet/outlet will allow for further erosion mitigation during large rain events. Construction of these roadway improvements can be phased in order to try and leave the existing road open during construction, however a proposed construction detour is recommended and subsequently will be included in the recommended probable construction estimate. These recommended improvements however will not remove this section of roadway from the regulated FEMA Floodplain (Zone AE) and Floodway. It is anticipated that runoff will overtop the roadway in the 100-year (1% ACE) rain event.

Halff has prepared a preliminary probable construction estimate for the proposed recommended solution (see also attachment B).

<b>RIVERSIDE DRIVE -PRELIMINARY COST (RECOMMENDED REPAIR)</b>	
<b>ITEM</b>	<b>COST</b>
CONSTRUCTION	\$462,595.00
DETOUR ALTERNATE	\$183,337.00
CONTINGENCY (20%)	\$129,187.00
CONSTRUCTION SUBTOTAL	\$775,119.00
ENGINEERING SERVICES (15%)	\$116,268.00
ADMINISTRATION (1.3%)	\$7,751.19
ENVIRONMENTAL PERMITTING (5%)	\$38,755.95
<b>Grand Total:</b>	<b>\$937,894.14</b>

## RECOMMENDED IMPROVEMENTS:



- Attachments: A. Pre-Disaster Probable Construction Cost Estimate  
B. Proposed Recommended Probable Construction Cost Estimate  
C. FEMA Worksheet BAS006C dated 9-8-2016

**ATTACHMENT A****RIVERSIDE DRIVE****FEMA PROJECT NO. BAS006C****PRE-DISASTER CONDITION REPAIR**

Item	Quantity	Unit	Unit Cost	Total Cost
ASPHALT & BASE REMOVAL	8	SY	\$ 14.00	\$ 108.00
HMAC AGGREGATE 316	5	CY	\$ 88.00	\$ 407.00
HMAC ASPHALT 316	12	GAL	\$ 2.50	\$ 29.00
PREP ROW-TEMP ROAD-ALT	49	STA	\$ 2,484.87	\$ 121,759.00
TEMP ROAD (AGGRE 316)-ALT	653	CY	\$ 88.00	\$ 57,494.00
TEMP ROAD (ASPHALT 316)-ALT	1633	GAL	\$ 2.50	\$ 4,084.00
TEMP EMBANKMENT (ORD)	488.9	CY	\$ 15.56	\$ 7,608.00
REMOVE DEBRIS (110 6003)	1164.1	CY	\$ 46.92	\$ 54,619.00
EMBANKMENT (FINAL ORD)	3006.9	CY	\$ 34.26	\$ 103,015.00
TEMP STAGING AREA (PREP ROW)	1	STA	\$ 2,484.87	\$ 1,864.00
CMP GAL STL (48")	20.0	LF	\$ 140.00	\$ 2,800.00
SET 48" CMP ©	1.0	EA	\$ 3,375.00	\$ 3,375.00
PROP BARRIER RAIL	160	LF	\$ 20.78	\$ 3,325.00
TRAFFIC CONTROL	3	MO	\$ 12,113.69	\$ 36,342.00
PORT CTB	120	LF	\$ 34.27	\$ 4,113.00
CONST ENTRANCE INSTALL	67	SY	\$ 12.12	\$ 808.00
CONST ENTRANCE REMOVE	67	SY	\$ 6.59	\$ 440.00
TEMP SHORING	600	SF	\$ 15.24	\$ 9,144.00
SILT FENCE	150	LF	\$ 2.20	\$ 330.00
SILT FENCE REMOVAL	150	LF	\$ 0.26	\$ 39.00
ROCK FILTER DAM INSTALL	50	LF	\$ 20.88	\$ 1,044.00
ROCK FILTER DAM REMOVE	50	LF	\$ 8.22	\$ 411.00
REVEG DISTURBED AREAS	1250	SY	\$ 0.20	\$ 250.00
SOIL RETENTION BLANKET	360	SY	\$ 1.60	\$ 576.00
MOBILIZATION (15%)	1	LS	\$ 62,098.00	\$ 62,098.00
<b>SUBTOTAL</b>				\$ 292,745.00
ALTERNATE DETOUR				\$ 183,337.00
CONTINGENCY (20%)				\$ 95,217.00
<b>TOTAL</b>				\$ 571,299.00
<b>ENGINEERING SERVICES (15%)</b>				\$ 85,695.00
<b>ADMINISTRATION COSTS (1%)</b>				\$ 5,712.99
<b>ENVIRONMENTAL PERMITTING (5%)</b>				\$ 28,564.95

**Overall Total****\$ 691,271.94**

**ATTACHMENT B**  
**RIVERSIDE DRIVE**  
**FEMA PROJECT NO. BAS006C**  
**RECOMMENDED CONDITION REPAIR**

Item	Quantity	Unit	Unit Cost	Total Cost
ASPHALT & BASE REMOVAL	23	SY	\$ 14.00	\$ 324.00
HMAC AGGREGATE 316	14	CY	\$ 88.00	\$ 1,221.00
HMAC ASPHALT 316	35	GAL	\$ 2.50	\$ 87.00
EXCAVATION ROADWAY	1333	CY	\$ 15.75	\$ 21,000.00
PROP FL BASE	46	CY	\$ 43.87	\$ 2,028.00
PREP ROW-TEMP ROAD-ALT	49	STA	\$ 2,484.87	\$ 121,759.00
TEMP ROAD (AGGRE 316)-ALT	653	CY	\$ 88.00	\$ 57,494.00
TEMP ROAD (ASPHALT 316)-ALT	1633	GAL	\$ 2.50	\$ 4,084.00
TEMP EMBANKMENT (ORD)	488.9	CY	\$ 15.56	\$ 7,608.00
REMOVE DEBRIS (110 6003)	1672.4	CY	\$ 46.92	\$ 78,470.00
EMBANKMENT (FINAL ORD)	4340.2	CY	\$ 34.26	\$ 148,695.00
TEMP STAGING AREA (PREP ROW)	1	STA	\$ 2,484.87	\$ 1,864.00
CONC BOX CULVERT (9' X9')	30.0	LF	\$ 975.56	\$ 29,267.00
WINGWALLS	2.0	EA	\$ 16,675.71	\$ 33,352.00
PROP BARRIER RAIL T223	120	LF	\$ 104.17	\$ 12,501.00
CONCRETE RIP RAP (4")	20.2	CY	\$ 418.86	\$ 8,453.00
TRAFFIC CONTROL	3	MO	\$ 12,113.69	\$ 36,342.00
PORT CTB	120	LF	\$ 34.27	\$ 4,113.00
CONST ENTRANCE INSTALL	67	SY	\$ 12.12	\$ 808.00
CONST ENTRANCE REMOVE	67	SY	\$ 6.59	\$ 440.00
TEMP SHORING	600	SF	\$ 15.24	\$ 9,144.00
SILT FENCE	150	LF	\$ 2.20	\$ 330.00
SILT FENCE REMOVAL	150	LF	\$ 0.26	\$ 39.00
ROCK FILTER DAM INSTALL	50	LF	\$ 20.88	\$ 1,044.00
ROCK FILTER DAM REMOVE	50	LF	\$ 8.22	\$ 411.00
REVEG DISTURBED AREAS	1250	SY	\$ 0.20	\$ 250.00
SOIL RETENTION BLANKET	360	SY	\$ 1.60	\$ 576.00
MOBILIZATION (15%)	1	LS	\$ 87,256.00	\$ 87,256.00
<b>SUBTOTAL</b>				\$ 462,595.00
ALTERNATE DETOUR				\$ 183,337.00
CONTINGENCY (20%)				\$ 129,187.00
<b>TOTAL</b>				\$ 775,119.00
<b>ENGINEERING SERVICES (15%)</b>				\$ 116,268.00
<b>ADMINISTRATION COSTS (1%)</b>				\$ 7,751.19
<b>ENVIRONMENTAL PERMITTING (5%)</b>				\$ 38,755.95

**Overall Total** \$ **937,894.14**

PA-06-TX-4272-PW-00035(0) P	
Applicant Name: BASTROP (COUNTY)	Application Title: BAS006C County Roads / Riverside Drive
Period of Performance Start: 06-11-2016	Period of Performance End: 12-11-2017

Bundle Reference # (Amendment #)	Date Awarded

**Subgrant Application - FEMA Form 90-91**

[Note: The Effective Cost Share for this application is 75%]

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				
DISASTER FEMA 4272 - DR -TX	PROJECT NO. BAS006C	PA ID NO. 021-99021-00	DATE 09-08-2016	CATEGORY C
APPLICANT: BASTROP (COUNTY)		WORK COMPLETE AS OF: 09-08-2016 : 0 %		
Site 1 of 1				
DAMAGED FACILITY: Riverside Drive		COUNTY: Bastrop		
LOCATION: Current Version: Riverside Drive GPS: 30.07067, -97.29937		LATITUDE: 30.07067	LONGITUDE: -97.29937	
DAMAGE DESCRIPTION AND DIMENSIONS:				
<p>Current Version: During the incident period from May 22nd to June 24th, 2016, Bastrop County suffered damages to West Riverside Drive at the point where drainage from Tahitian Village flows to the Colorado River (30.07067, -97.29937). High velocity flood water overtopped the road at this point and severely eroded the south shoulder and fore-slope of West Riverside Drive, the south guardrail was also destroyed. The fore-slope is eroded up to the south edge of the road surface, at that point it is a vertical drop of 20 Ft then tapers off for another 10 FT. The road surface will fail if repairs are not made soon. The roadway intersects the drain way, so relocation is not an option. Damages are as follows:</p> <ul style="list-style-type: none"> <li>• Loss of the south embankment, (130 FT long x 30 FT wide avg. x 20 FT deep avg.) = 78,000 CF / 27 = 2,888.88 CY</li> <li>• Damage to 140 LF of guard rail.</li> </ul>				
SCOPE OF WORK:				
<p>Current Version: WORK TO BE COMPLETED In order to restore West Riverside Drive to its pre-disaster condition, the Applicant, in accordance with their Procurement Policy (see attached Bastrop County Procurement Documents) plans on utilizing Contract Services to repair the damages caused by the event by performing the following:</p> <ul style="list-style-type: none"> <li>Replace fill material: 2,888.88 CY of rock fill at \$26.85/CY (FEMA Code 3051) = \$77,566.43</li> <li>Remove damaged guard rail: 140 LF at \$4.00/LF (FEMA Code 3411) = \$560.00</li> <li>Replace guard rail: 140 LF at \$18.00/LF (FEMA Code 3410) = \$2,520.00</li> </ul>				

680. BY  
FOWA

Due to the complexity of the repair to this facility, a CEF was calculated to allow for engineering costs to this project = \$7510.00

**TOTAL REPAIR COST**  
Cost of Repair is \$ 88,156.43

Direct Administrative Costs (DAC) calculated from the sliding scale for work to be completed. = \$672.00

The scope of work is to repair in-kind, but due to the severity of the slope erosion and relocation not being an option, to repair in kind would not be prudent. Mitigation measures should be applied to this site.

**FEDERAL AID ROADS:** Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding.

**RECORD RETENTION:** As described in 2 CFR 200.33 Sub-recipient must maintain all work-related records for a period of three (3) years from Sub-recipient closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

**DIRECT ADMINISTRATIVE COSTS:** The Sub-recipient chooses not to claim costs to manage and administer this project as part of the Public Assistance program's grant award. Declining such costs does not exempt the Sub-recipient from maintaining records adequately and documenting the source and application of funds as required in 2 CFR 200.413.

**COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on Unit Costs from the Tx DOT Statewide Average Unit Costs thru 5/30/16.

**PROCUREMENT:** The Sub-recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Sub-recipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

**HAZARD MITIGATION PROPOSAL:** Hazard Mitigation measures have been discussed with the applicant and a Hazard Mitigation Proposal (HMP) has been included in this project worksheet. This proposal could either reduce or eliminate the potential for future damage to this facility from similar events. Final Determination of HMP eligibility and effectiveness will be made by a 406 Hazard Mitigation Specialist during the EMMIE review process.

**PERMITS:** Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Sub-recipient is responsible for obtaining all required permits prior to the commencement of work.

**ENVIRONMENTAL AND HISTORIC PRESERVATION:** Sub-recipient must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

**CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PWSA (SUBGRANT APPLICATION):** The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PWSA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant shall notify the Texas Division of Emergency Management program representative prior to starting work.

Does the Scope of Work change the pre-disaster conditions at the site? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Special Considerations included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hazard Mitigation proposal included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9003	Contract Costs	1/LS	\$ 80,646.43	\$ 80,646.43
2	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 672.00	\$ 672.00
3	9999	Engineering Cost	1/LS	\$ 7,510.00	\$ 7,510.00
				<b>TOTAL COST</b>	<b>\$ 88,828.43</b>

PREPARED BY JAMES WYATT	TITLE FEMA - Project Specialist	SIGNATURE
APPLICANT REP. Mike Fisher	TITLE Emergency Management Coordinator	SIGNATURE <i>Mike Fisher</i>

<b>PA-06-TX-4272-PW-00035(0)</b> <u>P</u>	
Applicant Name: BASTROP (COUNTY)	Application Title: BAS006C County Roads / Riverside Drive
Period of Performance Start: 06-11-2016	Period of Performance End: 12-11-2017

### **Subgrant Application - Entire Application**

Application Title: **BAS006C County Roads / Riverside Drive**  
 Application Number: **PA-06-TX-4272-PW-00035(0)**  
 Application Type: **Subgrant Application (PW)**

Preparer Information	
Prefix	Mr.
First Name	JAMES
Middle Initial	
Last Name	WYATT
Title	FEMA - Project Specialist
Agency/Organization Name	FEMA
Address 1	800 North Loop 288
Address 2	
City	Denton
State	TX
Zip	76209
Email	Chris.Walsh@fema.dhs.gov
Is the application preparer the Point of Contact? No	

Point of Contact Information	
Prefix	
First Name	Mike
Middle Initial	
Last Name	Fisher
Title	Emergency Management Coordinator
Agency/Organization	Bastrop County / Riverside Drive/ Precinct 1
Address 1	804 Pecan Street
Address 2	
City	Bastrop
State	TX
ZIP	78602
Phone	512-581-4022
Fax	
Email	emc@co.bastrop.tx.us

Alternate Point of Contact Information	
Prefix	
First Name	Kristy
Middle Initial	
Last Name	Ramon
Title	Assistant Auditor-Grant Coordinator
Agency/Organization	
Address 1	804 Pecan Street
Address 2	
City	Bastrop
State	TX
ZIP	78602
Phone	512-332-7222
Fax	
Email	kristy.ramon@co.bastrop.tx.us

Project Description	
Disaster Number:	4272
Pre-Application Number:	PA-06-TX-4272-RPA-0110
Applicant ID:	021-99021-00
Applicant Name:	BASTROP (COUNTY)
Subdivision:	
Project Number:	BAS006C
Standard Project Number/Title:	399 - Road System Damage
Please Indicate the Project Type:	Neither Alternate nor Improved
Application Title:	BAS006C County Roads / Riverside Drive
Category:	C.ROADS & BRIDGES
Percentage Work Completed?	0.0 %
As of Date:	09-08-2016

Comments

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
JAMES WYATT	09-08-2016	Map	BAS006C Location Map		BAS006C PCT 1 Riverside Drive Location Map.pdf(203.11 kb)	<a href="#">View</a>

Damage Facilities (Part 1 of 2)

Facility Number	Facility Name	Address	County	City	State	ZIP	Site Previously Damaged?	Action
1	Riverside Drive		Bastrop	Bastrop	TX		No	

Comments

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
JAMES WYATT	09-08-2016	Photos	BAS006C Photo		BAS006C Photo 1 Riverside Drive 1.pdf(1.69 Mb)	<a href="#">View</a>
JAMES WYATT	09-08-2016	Additional Information	BAS006C Payroll and Procurement Policy		BAS006C Payroll and Procurement Policies.pdf(1.54 Mb)	<a href="#">View</a>

Facility Name:	Riverside Drive
Address 1:	
Address 2:	
County:	Bastrop
City:	Bastrop
State:	TX
ZIP:	
Was this site previously damaged?	No
Percentage Work Completed?	0.00 %
Location:	Riverside Drive GPS: 30.07067, -97.29937
Damage Description and Dimensions:	<p>During the incident period from May 22nd to June 24th, 2016, Bastrop County suffered damages to West Riverside Drive at the point where drainage from Tahitian Village flows to the Colorado River (30.07067, -97.29937). High velocity flood water overtopped the road at this point and severely eroded the south shoulder and fore-slope of West Riverside Drive, the south guardrail was also destroyed. The fore-slope is eroded up to the south edge of the road surface, at that point it is a vertical drop of 20 Ft then tapers off for another 10 FT. The road surface will fail if repairs are not made soon. The roadway intersects the drain way, so relocation is not an option. Damages are as follows:</p> <ul style="list-style-type: none"> <li>• Loss of the south embankment, (130 FT long x 30 FT wide avg. x 20 FT deep avg.) = 78,000 CF / 27 = 2,888.88 CY</li> <li>• Damage to 140 LF of guard rail.</li> </ul>
	<p><b>WORK TO BE COMPLETED</b></p> <p>In order to restore West Riverside Drive to its pre-disaster condition, the Applicant, in accordance with their Procurement Policy (see attached Bastrop County Procurement Documents) plans on utilizing Contract Services to repair the damages caused by the event by performing the following:</p> <ul style="list-style-type: none"> <li>• Replace fill material: 2,888.88 CY of rock fill at \$26.85/CY (FEMA Code 3051) = \$77,566.43</li> <li>• Remove damaged guard rail: 140 LF at \$4.00/LF (FEMA Code 3411) = \$560.00</li> <li>• Replace guard rail: 140 LF at \$18.00/LF (FEMA Code 3410) = \$2,520.00</li> </ul>

**TOTAL REPAIR COST**

Cost of Repair is \$ 80,646.43

Note1. The scope of work is to repair in-kind, but due to the severity of the slope erosion and relocation not being an option, to repair in kind would not be prudent. Mitigation measures should be applied to this site.

**FEDERAL AID ROADS:** Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding.

**RECORD RETENTION:** As described in 2 CFR 200.33 Sub-recipient must maintain all work-related records for a period of three (3) years from Sub-recipient closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

**DIRECT ADMINISTRATIVE COSTS:** The Sub-recipient chooses not to claim costs to manage and administer this project as part of the Public Assistance program's grant award. Declining such costs does not exempt the Sub-recipient from maintaining records adequately and documenting the source and application of funds as required in 2 CFR 200.413.

**COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on Unit Costs from the Tx DOT Statewide Average Unit Costs thru 5/30/16.

**PROCUREMENT:** The Sub-recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Sub-recipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

-- **HAZARD MITIGATION PROPOSAL:** Hazard Mitigation measures have been discussed with the applicant and a Hazard Mitigation Proposal (HMP) has been included in this project worksheet. This proposal could either reduce or eliminate the potential for future damage to this facility from similar events. Final Determination of HMP eligibility and effectiveness will be made by a 406 Hazard Mitigation Specialist during the EMMIE review process.

**PERMITS:** Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Sub-recipient is responsible for obtaining all required permits prior to the commencement of work.

**ENVIRONMENTAL AND HISTORIC PRESERVATION:** Sub-recipient must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

**CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION):** The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant shall notify the Texas

Scope of Work:

Division of Emergency Management program representative prior to starting work.

Hazard Mitigation Proposal

\* Is effective mitigation feasible on this site? Yes

If you answered Yes to the above question, the next question is required

Will mitigation be performed on this site? Yes

If you answered Yes to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal? Yes

If you answered Yes to the above question, the next two questions are required

During the incident period from May 22, 2016 to June 24, 2016, The County of Bastrop suffered damages to Riverside Drive at the point where drainage from Tahitian Village flows to the Colorado River. GPS ( 30.07067 / -97.29937 ). High velocity flood water overtopped the road at this point and severely eroded the south shoulder and fore-slope of Riverside Drive, the south guardrail was also destroyed. The fore-slope is eroded up to the south edge of the road surface, at that point it is a vertical drop of 20FT then tapers off for another 10FT. The road surface will FAIL if repairs are not expedited. The roadway intersects the drain way, so relocation is not an option. Damages : 1) Loss of embankment, ( 130TL x 30FTW x 20FTD = 78,000CF / 27 = 2888.88CY, 2) Damage to Guardrail = 140FTL. Applicant proposes to repair Site back to Pre-disaster condition.  
 1) Replace lost fill material. ( 130FTL x 30FTW x 20FTD = 78,000CF / 27 = 2888.88CY x \$26.85CY = \$77,566.43 ). FEMA COST CODE #3051  
 2) Remove damaged guardrail. ( 140FTL x \$4.00LF = \$560.00 ). FEMA COST CODE #3411  
 3) Re-install Guard Rail. ( 140FTL x \$18.00LF = \$2520.00 ). FEMA COST CODE #3410  
 Total cost to pre-disaster condition = \$80,646.43

HAZARD MITIGATION

Applicant has requested the following mitigation, to prevent future severe erosion and road damage in a similar flooding event.

Applicant proposes the following embankment shoring design which will substantially reinforce the road permanently.

1) Install 8 EA. Grade 60 HP8x36 " H " Piles at 10FT O.C.the entire length of eroded area. ( 8EA x 40FTL = 320LF x \$21.50LF = \$6880.00 ). FEMA COST CODE #3332

2) Install 7 Precast Concrete Panels between H Piles, for soil retainage. Panels are 17FTH x 10FTL x 7.5 inches thick. ( 7 EA x 10FTL = 70LF x \$480.00LF = \$33,600.00 ).

TXDOT # 400-6012. Statewide Low Bid Average for Sound Wall Panel. Applicant to source Precast from local vendor.

3a) Equipment to Compact fill behind concrete panels. Vibratory Drum Compactor, 75 HP. 30 Hours estimate at \$28.75PH = \$862.50 . FEMA COST CODE #8222. 2015

Rates. ( APROX. 70FTL x 5FTW x 15FTD = 5250CF / 27 = 194.44CY ).

3b) Labor to Compact fill behind concrete panels. Estimate 30 Hours x \$20.00PH = \$600.00. Applicant estimate.

4) Install Concrete Rip Rap Cap length of wall to shed water from road to river gully. ( 70FTL x 5FTW x .50FTT = 175CF / 27 = 6.5CY x \$432.70CY = \$2812.55 ).

TXDOT # 432-6003 Statewide Low Bid Average.

Total cost for Mitigation = \$44,755.05 / \$80,646.43 = 55.50 % < 100 % of project costs.

This HMP is considered cost effective according to FEMA Public Assistance Program and Policy Guide FP 104-009-2 / Jan.

Please provide the Scope of Work for the estimate: (maximum 4000 characters)

2016 pp 94-95 and Appendix J, General 1. Drainage Crossings, Erosion Control, and does not exceed 100 % of the project Cost. If this HMP is approved and the mitigation is not performed, the applicant must apply for a change in the scope of work and de-obligation of the HMP funding. Applicant refusal or failure to complete the work of the HMP and / or improved project may limit future funding of repairs at the site in the event that a similar disaster event results in similar damage at the site. This HMP is for estimating purposes only and is subject to further review. Applicant is responsible for obtaining all applicable permits and meeting all Federal and Local Regulations  
**EHP NOTE : ALL WORK WILL BE IN EXISTING FOOTPRINTS.**

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost? No

**Cost Estimates**

**Option(s) that apply to this facility:**

**Hazard Mitigation Proposal : \$44,755.05**

#	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate
<b>*** Version 0 ***</b>								
1	3332	Piling (H-Beam) Furn. & Driven	320	LF	\$ 21.50	CONSTRUCTION		\$ 6,880.00
2	9999	Precast Concrete Detention Panels	70	LF	\$ 480.00	CONSTRUCTION		\$ 33,600.00
3	8222	Compactor, Vibratory, Drum - to 75 hp- 2015 - Equipment Schedule	30	HR	\$ 28.75	EQUIPMENT		\$ 862.50
4	9999	Labor to compact fill.	30	HR	\$ 20.00	CONSTRUCTION		\$ 600.00
5	9999	Concrete Rip Rap ( apron )	6.5	CY	\$ 432.70	CONSTRUCTION		\$ 2,812.55

**Facility Level Cost Estimate Total: \$ 44,755.05**

**GIS Coordinates**

Project Location	Latitude	Longitude
Riverside Drive	30.07067	-97.29937

**Special Considerations**

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)?	No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland?	Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

See attached flood map

3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?	No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)?	No
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal?	Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

Costs determined using FEMA COST CODES and TXDOT LOW BID STATE AVERAGE.

6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site?	No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland?	No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work?	No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work?	No

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
JAMES WYATT	09-08-2016	Map	BAS006C Flood Map		BAS006C - Site# 1 Flood Map.pdf(520.18 kb)	<a href="#">View</a>

**For Category C, D, E, F, and G Projects only**

Is effective mitigation feasible on this project?	Yes
If you answered <b>Yes</b> to the above question, the next question is required	
Will mitigation be performed on any sites in this project?	Yes
If you answered <b>Yes</b> to the above question, the next question is required	
Do you wish to attach a Hazard Mitigation Proposal?	Yes
If you answered <b>Yes</b> to the above question, the next two questions are required	

During the incident period from May 22, 2016 to June 24, 2016, The County of Bastrop suffered damages to Riverside Drive at the point where drainage from Tahitian Village flows to the Colorado River. GPS ( 30.07067 / -97.29937 ). High velocity flood water overtopped the road at this point and severely eroded the south shoulder and fore-slope of Riverside Drive, the south guardrail was also destroyed. The fore-slope is eroded up to the south edge of the road surface, at that point it is a vertical drop of 20FT then tapers off for another 10FT. The road surface will FAIL if repairs are not expedited. The roadway intersects the drain way, so relocation is not an option. Damages : 1) Loss of embankment, ( 130TL x 30FTW x 20FTD = 78,000CF / 27 = 2888.88CY, 2) Damage to Guardrail = 140FTL. Applicant proposes to repair Site back to Pre-disaster condition.

1) Replace lost fill material. ( 130FTL x 30FTW x 20FTD = 78,000CF / 27 = 2888.88CY x \$26.85CY = \$77,566.43 ). FEMA COST CODE #3051

2) Remove damaged guardrail. ( 140FTL x \$4.00LF = \$560.00 ). FEMA COST CODE #3411

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Total cost to pre-disaster condition = \$80,646.43

**HAZARD MITIGATION**

Applicant has requested the following mitigation, to prevent future severe erosion and road damage in a similar flooding event. Applicant proposes the following embankment shoring design which will substantially reinforce the road permanently.

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TXDOT # 400-6012. Statewide Low Bid Average for Sound Wall

Please provide the Scope of Work for the estimate:

Panel. Applicant to source Precast from local vendor.  
 3a) Equipment to Compact fill behind concrete panels. Vibratory Drum Compactor; 75 HP. 30 Hours estimate at \$28.75PH = \$862.50 . FEMA COST CODE #8222. 2015  
 Rates. ( APROX. 70FTL x 5FTW x 15FTD = 5250CF / 27 = 194.44CY ).  
 3b) Labor to Compact fill behind concrete panels. Estimate 30 Hours x \$20.00PH = \$600.00. Applicant estimate.  
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 TXDOT # 432-6003 Statewide Low Bid Average.

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This HMP is considered cost effective according to FEMA Public Assistance Program and Policy Guide FP 104-009-2 / Jan. 2016 pp 94-95 and Appendix J, General 1. Drainage Crossings, Erosion Control, and does not exceed 100 % of the project Cost. If this HMP is approved and the mitigation is not performed, the applicant must apply for a change in the scope of work and de-obligation of the HMP funding. Applicant refusal or failure to complete the work of the HMP and / or improved project may limit future funding of repairs at the site in the event that a similar disaster event results in similar damage at the site. This HMP is for estimating purposes only and is subject to further review. Applicant is responsible for obtaining all applicable permits and meeting all Federal and Local Regulations  
 EHP NOTE : ALL WORK WILL BE IN EXISTING FOOTPRINTS.

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost? No

Hazard Mitigation Proposal - 0909									
#	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
1	9888	Site 1 Riverside Drive	1	LS	\$ 44,755.05			\$ 44,755.05	Include
<b>Total Cost: \$ 44,755.05</b>									<a href="#">View Sites</a>

Comments

Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
KIRK LENSGRAF	09-12-2016	Mitigation Proposal	Hazard Mitigation Proposal		Bastrop Riverside HMP.xlsm(168.71 kb)	<a href="#">View</a>

Cost Estimate

Is this Project Worksheet for

(Preferred) Repair									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action

\*\*\* Version 0 \*\*\*  
 Comments and Attachments  
**Work To Be Completed**

1	<u>9003</u>	Contract Costs	1	LS	\$ 80,646.43	CONTRACTUAL	Work To Be Completed	\$ 80,646.43	
<b>Total Cost : \$ 80,646.43</b>									

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
<b>Total Cost : \$ 0.00</b>									

Hazard Mitigation Proposal - 0909									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
1	<u>9888</u>	Site 1 Riverside Drive	1	LS	\$ 44,755.05			\$ 44,755.05	✓ Include
<b>Total Cost : \$ 44,755.05</b>									

<b>Total Cost Estimate:</b>		<b>\$ 80,646.43</b>
(Preferred Estimate Type + Insurance Adjustments)		

Comments

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Attachments

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Existing Insurance Information						
Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required

Comments

Insurance policy on file in Denton, TX

Attachments

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Comments and Attachments		
Name of Section	Comment	Attachment
Project Description		<a href="#">BAS006C PCT 1 Riverside Drive Location Map.pdf</a> (09-08-2016)
Damage Facilities		<a href="#">BAS006C Photo 1 Riverside Drive 1.pdf</a> (09-08-2016)
		<a href="#">BAS006C Payroll and Procurement Policies.pdf</a> (09-08-2016)
Special Considerations		<a href="#">BAS006C - Site# 1 Flood Map.pdf</a> (09-08-2016)
Mitigation		<a href="#">Bastrop Riverside HMP.xlsm</a> (09-12-2016)

Comments and Attachments	
Insurance Information	Insurance policy on file in Denton, TX

Bundle Reference # (Amendment #)	Date Awarded

### Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4272 -- DR -TX	BAS006C	021-99021-00	09-08-2016	C
APPLICANT: BASTROP (COUNTY)			WORK COMPLETE AS OF: 09-08-2016 : 0 %		
Site 1 of 1					
DAMAGED FACILITY: Riverside Drive			COUNTY: Bastrop		
LOCATION:  Current Version: Riverside Drive GPS: 30.07067, -97.29937				LATITUDE: 30.07067	LONGITUDE: -97.29937
DAMAGE DESCRIPTION AND DIMENSIONS:					
<p>Current Version: During the incident period from May 22nd to June 24th, 2016, Bastrop County suffered damages to West Riverside Drive at the point where drainage from Tahitian Village flows to the Colorado River (30.07067, -97.29937). High velocity flood water overtopped the road at this point and severely eroded the south shoulder and fore-slope of West Riverside Drive, the south guardrail was also destroyed. The fore-slope is eroded up to the south edge of the road surface, at that point it is a vertical drop of 20 Ft then tapers off for another 10 FT. The road surface will fail if repairs are not made soon. The roadway intersects the drain way, so relocation is not an option. Damages are as follows:</p> <ul style="list-style-type: none"> <li>• Loss of the south embankment, (130 FT long x 30 FT wide avg. x 20 FT deep avg.) = 78,000 CF / 27 = 2,888.88 CY</li> <li>• Damage to 140 LF of guard rail.</li> </ul>					
SCOPE OF WORK:					
<p>Current Version: <b>WORK TO BE COMPLETED</b> In order to restore West Riverside Drive to its pre-disaster condition, the Applicant, in accordance with their Procurement Policy (see attached Bastrop County Procurement Documents) plans on utilizing Contract Services to repair the damages caused by the event by performing the following:</p> <ul style="list-style-type: none"> <li>• Replace fill material: 2,888.88 CY of rock fill at \$26.85/CY (FEMA Code 3051) = \$77,566.43</li> <li>• Remove damaged guard rail: 140 LF at \$4.00/LF (FEMA Code 3411) = \$560.00</li> <li>• Replace guard rail: 140 LF at \$18.00/LF (FEMA Code 3410) = \$2,520.00</li> </ul> <p><b>TOTAL REPAIR COST</b> Cost of Repair is \$ 80,646.43</p> <p>Note1. The scope of work is to repair in-kind, but due to the severity of the slope erosion and relocation not being an option, to repair in kind would not be prudent. Mitigation measures should be applied to this site.</p> <p><b>FEDERAL AID ROADS:</b> Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding.</p> <p><b>RECORD RETENTION:</b> As described in 2 CFR 200.33 Sub-recipient must maintain all work-related records for a period of three (3) years from Sub-recipient closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.</p> <p><b>DIRECT ADMINISTRATIVE COSTS:</b> The Sub-recipient chooses not to claim costs to manage and administer this project as part of the Public</p>					

Assistance program's grant award. Declining such costs does not exempt the Sub-recipient from maintaining records adequately and documenting the source and application of funds as required in 2 CFR 200.413.

**BASTROP (COUNTY) : PA-06-TX-4272-PW-00035**

**Conditions Information**  
**Reviewer Comments**  
**COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on Unit Costs from the Tx DOT Statewide Average Unit Costs thru 5/30/16.

**PROCUREMENT:** The Sub-recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Sub-recipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

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Does the Scope of Work change the pre-disaster conditions at the site? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Special Considerations included? <input checked="" type="checkbox"/> Yes No <input type="checkbox"/>
Hazard Mitigation proposal included? <input checked="" type="checkbox"/> Yes No <input type="checkbox"/>	Is there insurance coverage on this facility? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9003	Contract Costs	1/LS	\$ 80,646.43	\$ 80,646.43
				<b>TOTAL COST</b>	\$ 80,646.43
PREPARED BY JAMES WYATT			TITLE FEMA - Project Specialist		SIGNATURE
APPLICANT REP. Mike Fisher			TITLE Emergency Management Coordinator		SIGNATURE

**BASTROP (COUNTY) : PA-06-TX-4272-PW-00035**

**Conditions Information**

Review Name	Condition Type	Condition Name	Description	Monitored	Status
No Conditions					

**Internal Comments**

No.	Queue	User	Date/Time	Reviewer Comments
No Comments				

[Go Back](#)



 **DRAFT**

## Bastrop County Department Liaisons

January 2017

**DO 1**

<b>Department</b>	<b>Director</b>	<b>Court Liaison</b>
Indigent Healthcare	Yolanda Morales	Mel Hamner
Lost Pines Habitat Conservation Program	Colton Stabeno	Clara Beckett
Environmental & Sanitation	Phillip Merino	Mark Meuth
Animal Services	Ashley Hermans	Bubba Snowden
Veterans Service Office	Richard Hutchins	Mel Hamner
Engineering	Carolyn Dill	Clara Beckett
GIS & Addressing	Julie Sommerfeld	Mark Meuth
Elections (statute)	Bridgette Escobedo	Paul Pape, Linda Harmon, Rose Pietsch
IT	Kevin Unger	Paul Pape
Purchasing (statute)	Leon Scaife	Paul Pape
Human Resources	Michele Walty	Paul Pape
General Services	Shawn Harris	Paul Pape
Economic Development & Tourism	Adena Lewis	Paul Pape
Communications	Dawn Adams	Paul Pape

CA 3

# QUOTE



Date: 12/19/2016  
Quote #: S001061

TO CLIENT: Bastrop County Tourism  
Adena Lewis  
211 Jackson St  
Bastrop, TX 78602

SXSW LLC  
P O Box 685289  
Austin, TX 78768

Sales Rep: Katharyn Howe

P.O. NUMBER	COMMENTS OR SPECIAL INSTRUCTIONS			PAYMENT TERMS	QUOTE EXPIRATION DATE
				Net 30	01/02/2017
ITEM ID	ITEM DESCRIPTION	QTY	BASE PRICE PER UNIT	DISCOUNT	LINE TOTAL
S70016	REG - Platinum Registration	1	\$1,650.00	100%	\$0.00
S10193	Exhibition - Trade Show Exhibitor Pass	6	\$125.00	0%	\$750.00
S30075	Trade Show - 30x10 Inline P&D	1	\$7,800.00	0%	\$7,800.00
				SUBTOTAL	\$10,200.00
				DISCOUNT	\$(1,650.00)
				TOTAL	\$8,550.00

#### Trademark License

Trademark License Pursuant to the terms set forth in the attached Exhibit A, Exhibit B (available via the link below), and the Supplemental Trademark License Terms (as defined in Exhibit B), which are available here: <https://www.sxsw.com/supplemental-trademark-license-terms/>

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ATTACHED EXHIBIT A, EXHIBIT B (TERMS AND CONDITIONS), WHICH IS ACCESSIBLE BELOW, AND SUPPLEMENTAL TRADEMARK LICENSE TERMS ARE INCORPORATED HEREIN BY REFERENCE.

Thank you for your business!

## EXHIBIT A TO THE QUOTE

ITEM ID	ITEM DESCRIPTION	EXTENDED ASSET DESCRIPTION
S70016	REG - Platinum Registration	Description. Grants access to SXSW Interactive, Film, and Music programming and events, March 10-19, 2017. Badges are non-transferrable and non-refundable. Event participants further agree to the Registration Terms and Conditions located at: <a href="https://www.sxsw.com/attend/registration-terms-conditions/">https://www.sxsw.com/attend/registration-terms-conditions/</a> .
S10193	Exhibition - Trade Show Exhibitor Pass	Description. SXSW agrees to provide Trade Show exhibitor passes (the "Passes") pursuant to the attached Quote and the Terms and Conditions set forth in Exhibit B. Passes are intended solely for Trade Show stand workers, do not require names or photos, and may be transferred. Passes allow entry to the Trade Show (the "Show") only, during Show Hours, load in and load out hours, and for each Show day, one hour before Show opens and no more than 30 minutes after Show closes. Passes are not good for admission to any other SXSW event.
S30073	Trade Show - 30x10 Inline P&D	<p>1. <b>Description.</b> SXSW agrees to provide one (1) trade show stand ("Stand") at the SXSW 2017 Trade Show (the "Show" or "Trade Show") pursuant to the attached Quote and the Terms and Conditions set forth in Exhibit B.</p> <p>2. <b>Venue; Hours.</b> The Show will operate Sunday, March 12 - Tuesday, March 14 from 10:00am - 6:00pm and Wednesday, March 15 from 10:00am - 2:00pm (the "Show Hours") in a venue secured by SXSW at its sole discretion (the "Venue"). Client load in and load out times to be determined at SXSW's sole discretion at a later date and to be included in Client's 2017 SXSW exhibitor kit (the "Exhibitor Kit"). Client may not enter the Venue outside of Show Hours except for the designated load in and load out times and daily one hour prior to the Show Hours. Client must exit Venue within thirty minutes after Show Hours. SXSW and Show security will enforce these hours in order to maintain a secure and safe environment for all exhibits.</p> <p>3. <b>Admission; Capacity.</b> The Show will be open to SXSW 2017 registrants, Showcasing Artist Wristbands and Trade Show Exhibitor Passes (collectively, the "Attendees") only. SXSW reserves the right to staff a SXSW representative at the Show to facilitate the entry of Attendees. SXSW shall ensure that the Show complies with the Venue's capacity as determined by the Austin Fire Department at all times.</p> <p>4. <b>Security.</b> SXSW agrees to secure and hire security personnel and services sufficient for the Venue. Client agrees that any additional personnel and services required for its Stand shall be secured and hired at Client's sole expense.</p> <p>5. <b>Stand Provisions.</b> SXSW agrees to provide one (1) 6' x 30' covered table with two side chairs, and one black &amp; white company ID sign (the "Stand Package") for 400 sq ft stands and smaller and two (2) Stand Packages for Stands larger than 400 sq ft.</p> <p>6. <b>Listing; Promotions.</b> Subject to the limitations described in this section, SXSW will promote the Stand in SXSW 2017 print and online materials and schedules, including but not limited to the SXSW Program Guide, SXSW Pocket guide, SXSW.com schedules and the SXSW GO mobile app, with the inclusion of Client's logo where appropriate. If Client does not provide SXSW with the Client Deliverables (as defined below) by January 13, 2017, SXSW will not be able to promote the Stand in print materials.</p> <p>7. <b>Stand Rules and Restrictions.</b> Client's exhibit structure in the Stand and all its elements must keep within the Stand footprint. Client shall obtain SXSW's written permission for any irregular exhibit design, construction, activity or display system that might conceivably interfere with nearby exhibitors or be unsafe. All materials used must be made of flame retardant material.</p> <p>8. <b>Stand Occupancy; Operation.</b> Client agrees to staff the Stand during all Show Hours and personnel must be at least 18 years old. Time is of the essence for actual occupancy of the space reserved by Client. If Client does not occupy the Stand by 10:00am on the first day of the Show, SXSW may occupy or cause said space to be occupied as SXSW deems is in the Show's best interest without in any way releasing Client from any liability hereunder. All Stands must remain staffed and fully intact until the Show closes on the final day. Failure to fully staff and/or prematurely dismantle Client's exhibit will result in a \$1,500 fine and forfeiture of the right to exhibit at future SXSW trade shows.</p> <p>9. <b>Share Policy.</b> SXSW will allow Client to share its Stand only if the secondary company is a subsidiary or division of Client, has a distributor relationship with Client, or has an equity relationship with Client. Each secondary company must pay a \$1,000 share fee and sign a SXSW Trade Show contract. SXSW has the sole discretion to approve and accept share contracts based on the criteria above.</p> <p>10. <b>Brand Ambassadors.</b> Client shall contain all promotional efforts within the designated Stand footprint. Additional employees, representatives, and/or brand ambassadors for Client may not market, promote, or otherwise approach SXSW Attendees with the intent of promoting, marketing or otherwise evangelizing Client's services or brand outside of the designated Stand footprint.</p> <p>11. <b>Food and Beverage Service.</b> The Venue has the exclusive rights to all food and beverages. Food and beverage consumed, prepared or distributed, including food or beverage items used for promotional purposes, must be purchased through the Venue.</p> <p>12. <b>Policy on Selling.</b> Client acknowledges and agrees that it shall be solely responsible for paying sales tax as required by the State of Texas.</p> <p>13. <b>Wireless Networks.</b> Client may not create personal wireless networks. For all connectivity needs, Client must either purchase a wired Internet connection or use the available wireless network.</p> <p>14. <b>Sound Regulations.</b> Client acknowledges and agrees that at no time may its sound level exceed 85 decibels and that live performances are limited to a maximum of fifteen (15) minutes on an hourly basis.</p> <p>15. <b>Stand Materials and Property.</b> Client shall follow SXSW's specific instructions for shipping promotional materials intended for use in the Stand. Client agrees that SXSW will not be responsible for shipping Client materials and or property. Client agrees that SXSW and the Venue will have no liability for theft, loss, or damage to Client's products, merchandise, equipment, or other property. Client is encouraged to insure its property (from the time it leaves Client's location until it returns) at Client's own expense.</p>

Thank you for your business!

16. **Production.** Client shall be solely responsible, at Client's own expense, for providing all production and execution aspects of the Stand not already provided by SXSW, including without limitation, hospitality, furniture, signage, promotional materials, electricity, wired Internet connections, audio visual equipment, labor, shipping, and receiving. Client agrees it will be responsible for the costs for any production provided by SXSW or its contractors not expressly stated in this Agreement, unless the parties otherwise agree in writing.

17. **Third-Party Production Vendors.** If Client desires to use decorators or contractors other than SXSW's appointed decorator/sub-contractors, Client must advise SXSW in advance and submit the necessary certificates of insurance and a third-party production vendor form at least thirty (30) days prior to the Show load in date. Client acknowledges that it must obtain permission in order for Client's submitted contractor/sub-contractor to operate.

18. **Load In; Load Out.** No exhibit or portion thereof may be removed from the exhibit hall prior to close on the last day of the Show. After that time Client must remove its Stand contents and freight in the allotted load out time. If the Client fails to do so, SXSW reserves the right to instruct the show decorator to dismantle and ship or store the same at Client's expense.

19. **Stand Cancellations; Penalty.** Any Stand cancellations within 14 days prior to the first day of Show load-in will result in a financial penalty of \$1,500.

20. **Client Deliverables; Deadlines.** Client acknowledges and agrees that all Client deliverables as described below must be sent no later January 13, 2017 by email or submitted via the Exhibitor Kit to be provided by SXSW to Client.

a. Client's layout, design, and any other deliverables necessary to the production.

b. Client's proposed additional planned product or promotional giveaways, additional entertainment, hospitality, branding, decorations and/or signage.

c. Client's logo as a vector EPS, desired Client name and a 200-word description for usage in listings and promotions.

i. Client acknowledges that time is of the essence for this obligation so that there will be sufficient time for proofing, production and distribution. Delinquent artwork submissions will require rush production and/or delivery. Failure to deliver the artwork does not relieve Client of its liability to pay in full.

ii. Client hereby grants to SXSW a non-exclusive, irrevocable license to use the name of Client and any logos and/or artwork provided by Client in all forms of advertising media, including but not limited to print, broadcast, and online media, in connection with the fulfillment of SXSW's obligations hereunder and the promotion and publicity of Client's official participation in SXSW.

21. **Right of Refusal for Copy.** All artwork, illustrations, copy, and text submitted by Client will be subject to SXSW and venue approval, which approval shall not be unreasonably withheld, before production. SXSW reserves the right to reject or exclude copy that is defamatory, illegal, may cause a safety issue, or is otherwise offensive at SXSW's reasonable discretion, whether or not any such artwork, illustrations, copy, and text has previously been accepted and/or published by SXSW.

22. **Final Approval.** Client acknowledges and agrees that SXSW retains final approval on all design and production aspects of the Stand and the Show, including without limitation the right to reassign, move, or reallocate Stand. Client agrees that its activities not specified within and in conjunction with the Show will be subject to the written pre-approval of SXSW, the Venue, and relevant City of Austin authorities. Violation of any provision herein is subject to a fine assessed by SXSW. Repeated violations may result in Client being prohibited from participation at future SXSW events.

Thank you for your business!



EXHIBIT B to the QUOTE: TERMS AND CONDITIONS  
Quote # S001061

1. **Incorporation of Quote, Exhibit A, and Supplemental Trademark License Terms.** The parties acknowledge and agree that the terms set forth on the Quote, corresponding Exhibit A to the Quote, and the Supplemental Trademark License Terms (defined below) are incorporated herein by reference and constitute the entire agreement ("Agreement") between the parties with respect to Client's participation in the 2017 South by Southwest ("SXSW") Conference and Festivals ("Event"). Capitalized terms herein shall have the same meaning ascribed to them in the Quote, Exhibit A to the Quote, and Supplemental Trademark License Terms.
2. **Term.** This Agreement shall commence as of the date of the last signature below and, unless earlier terminated as provided herein, shall continue in effect until March 31, 2017 (the "Term").
3. **Payment.** In consideration of the benefits set forth in the Quote, Exhibit A to the Quote and this Exhibit B to the Quote, Client agrees to pay SXSW the total fee listed in the Quote ("Fee"). Upon full-execution of the Agreement, SXSW will send Client an invoice for the Fee, and payment of the Fee will be due net 30 from Client's receipt of the invoice ("Payment Deadline"). Any amounts not received by the Payment Deadline will accrue interest at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. Failure to make timely payment does not relieve Client of its liability for payment in full of the Fee.
4. **Agency Liability.** In the event this Agreement is signed by an agency on behalf of Client ("Agency"), Agency represents and warrants to SXSW that it has the full power and authority to bind Client to all terms of this Agreement. Agency has no rights to the marketing assets provided herein, except on behalf of the Client. SXSW reserves the right to hold Client and Agency jointly and severally liable for all obligations under this Agreement, including monies as are due and payable to SXSW (including but not limited to the Fee), as well as all costs, attorneys' fees and expenses occurred in the collection thereof.
5. **Default and Termination.** SXSW reserves the right to terminate this Agreement after advance notice and opportunity to cure as provided below, if Client fails to make timely payment of amounts due hereunder. Client and SXSW reserve the right to terminate this Agreement after advance notice and opportunity to cure as provided below if the other party materially breaches any term of this Agreement. Prior to or after the Event, the notice and cure period shall be 72 hours; during the Event, the notice and cure period shall be 24 hours. If SXSW exercises its right to terminate, Client remains liable to SXSW for all charges under this Agreement and for all costs of collection, including all court costs and reasonable attorneys' fees, whether or not a suit is filed. Upon termination of this Agreement, all rights granted to Client under the Agreement, including any trademark rights, shall immediately cease. Client acknowledges that failure to comply with this provision will result in immediate and irreparable harm to SXSW, entitling it to injunctive and any and all other appropriate relief.
6. **No Refund Policy.** Except as expressly stated in this Agreement, SXSW will not issue refunds for any cancellations at any time or in the event of termination due to Client's non-compliance with the terms herein.
7. **SXSW Marks.** SXSW is the owner of all right, title and interest in and to the trademarks SXSW, SOUTH BY SOUTHWEST, and SOUTH BY (collectively, the "SXSW Marks"). SXSW hereby grants Client a non-transferable, limited, non-exclusive, royalty-free, revocable license ("License") to use, reproduce, and display the SXSW Marks during the Term solely as follows: (a) on Client's onsite signage at the Event; (b) on free goods to be given away by Client onsite at the Event, and in amounts and categories no greater than (i) 1,000 flyers, (ii) 150 posters, (iii) 50 hats, (iv) 150 t-shirts, (v) 250 insulated beverage sleeves, (vi) 250 tote bags, (vii) 500 buttons, and/or (viii) 500 stickers; and (c) on electronic and print marketing materials that promote Client's participation in the Event (collectively, the "Licensed Activities"). For the avoidance of doubt, this License does not grant rights to Client to use any SXSW logo(s). All use of the SXSW Marks by Client must be approved by SXSW in writing prior to use, and Client will promptly comply with any instructions provided by SXSW regarding Client's use of the SXSW Marks to ensure that the Licensed Activities are of a level of quality required by SXSW. All use of the SXSW Marks by Client will inure to the exclusive benefit of SXSW. All rights not licensed herein are explicitly reserved by SXSW. Client further agrees to strictly comply with the terms of the Supplemental Trademark License Terms set forth here <https://www.sxsw.com/supplemental-trademark-license-terms/> ("Supplemental Trademark License Terms").
8. **Production Plan.** To facilitate planning and coordination of the Event, Client will provide SXSW with information related to Client's production, if applicable to Client's participation, including but not limited to, its site plan, queueing diagram, schedule of production, security plan, exterior signage, and contractors. Client will provide this production information on or before January 13, 2017.
9. **Media Coverage.** SXSW encourages news coverage of all official SXSW events, by granting media credentials to accredited media outlets. Client acknowledges and agrees that media outlets accredited by SXSW will be in the Event venues conducting photo and video coverage, subject to SXSW's photo and video policies posted on SXSW's website. Client further acknowledges and agrees that SXSW may, at its sole discretion, photograph the Client's activities and promotions at the Event, and may exhibit the photographs in any and all official SXSW promotional materials. Client agrees it will obtain the necessary permissions and releases for SXSW's use of such photographs in official SXSW promotional materials if requested by SXSW, and hereby grants SXSW a perpetual, worldwide, royalty-free license in any copyright, trademark, trade secret, right of personality or publicity, likeness and other proprietary rights associated with any and all parts of photographs taken of Client's activities to use or otherwise display such photographs for the purpose of promoting Client, the Event, and SXSW.
10. **Third-Party Sponsors.** Client shall not incorporate the promotion of brands other than Client's brand in the Event or Licensed Activities (each a "Third-Party Sponsor") without the prior written approval of SXSW. Client acknowledges and agrees that SXSW will not approve any Third-Party Sponsor that conflicts with a category exclusive sponsor of the Event. Client acknowledges and agrees that alcohol companies are prohibited from sponsoring events in licensed venues in Texas. Each approved Third-Party Sponsor that is not already participating with SXSW will be required to place a marketing buy directly with SXSW. All Third-Party Sponsors must sign a license agreement with SXSW before using the SXSW Marks.
11. **Outside Promotions.** Client agrees that from March 1-31, 2017, neither Client nor any of its Affiliates (defined below) will produce, promote, market, endorse, participate in, record or sponsor any show, party or event promoting or featuring (i) the education, startup, sustainability, film, gaming, comedy, interactive media or music industries or any member or product thereof or (ii) products, services or companies which are in competition with a category exclusive sponsor or Super Sponsor (as defined at [www.sxsw.com](http://www.sxsw.com)) of a SXSW event, or (iii) performer(s), presenter(s), films, or new media technology that are not also featured at an official SXSW event, at any event held in Austin, Texas which is not an official SXSW event without the prior written consent of SXSW, which consent may be granted, delayed or withheld at SXSW's sole discretion. For purposes of this Agreement, "Affiliate" means any entity which directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Client.

12. **Content Capture; Recording.** Client shall not record, reproduce, or transmit any portion of the Event without first clearing any recording production through SXSX. Any such rights may only be granted with SXSX's advance written consent or, when applicable, pursuant to a separate written agreement executed by Client and SXSX, on terms mutually agreeable to both parties. If SXSX provides written consent to capture content, Client shall be solely responsible for procuring and paying for all necessary rights, licenses, and/or clearances in connection with any content captured and Client's use of any content captured. Client shall indemnify, defend, and hold harmless SXSX for Client's breach of the obligations in this Section. Client shall not use an overhead jib or boom in its recording production. SXSX reserves the right to reasonably reject any part or all of a recording production plan. All photography and recording production plans must be submitted to SXSX at [contentcapture@sxsx.com](mailto:contentcapture@sxsx.com) by February 17, 2017.

13. **Marketing Coordination.** In order to maximize amplification, Client agrees to coordinate its Event marketing efforts with SXSX, including but not limited to scheduling Client's announcements, disclosure of any Client media buys, and other marketing activities (collectively, "Marketing Activities"), which Marketing Activities must be mutually agreed upon by the parties in writing.

14. **Signage.** SXSX reserves the right to hang one (1) SXSX banner (including SXSX sponsor logos) in Event venues behind the stage, if there is a stage. Client must not remove, relocate, alter or obscure any SXSX banner(s) for any reason and must rectify any such removal, relocation, alteration or obstruction immediately following notice by SXSX of such. No logos, banners, or displays shall be placed on, around, in front of, or at the back of any stage platform(s) without prior approval of SXSX.

15. **Permits.** SXSX agrees to assist Client in obtaining permits when feasible, but Client shall solely be responsible for obtaining any necessary permits from the local and state municipalities with the City of Austin and State of Texas required for its participation in the Event. Client's failure to obtain such permits is grounds for termination of this Agreement by SXSX after SXSX provides Client with advance written notice.

16. **Reservation of Rights.** SXSX retains final approval relating to any and all aspects of the Event and may exercise such rights at its sole discretion, which approval shall not be unreasonably withheld.

17. **No Limitation on Purchases.** Notwithstanding anything to the contrary, nothing in this Agreement shall prevent, deter, hinder or restrict in any way the rights of SXSX and any third party, including but not limited to SXSX's concessionaires and retailers ("SXSX Retailers"), from purchasing any brand, brands of products, or services, or to require SXSX or SXSX Retailers to purchase any subscriptions or products from Client.

18. **No Transfer.** Except as permitted under this Agreement, Client may not sell, resell, lease, rent, trade, auction or otherwise transfer to any third party any of the advertising, marketing, or promotional assets provided hereunder, including but not limited to advertising rights or space, logo placement, website exposure, or Event registrations.

19. **Vehicle Marketing.** Client shall not engage in outdoor mobile marketing campaigns, including, but not limited to, mobile billboards and product distributions, within the downtown Austin area during the Term, without SXSX's advance written consent.

20. **SXSX Sponsors.** Client acknowledges and agrees that Super Sponsors of the Event, and any category exclusive sponsors may provide goods, hospitality and/or host integrated marketing activations at any SXSX 2017 party, lounge, event, or activation produced by SXSX, subject to availability.

**21. Representations and Warranties.**

a. Each party represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the provisions thereof; (ii) the person executing this Agreement on behalf of such party is authorized to do so; and (iii) the execution, delivery and performance of this Agreement by such party does not violate any agreement, to which it is a party, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b. Each party further represents and that: (i) it has full and lawful authority to use all images and text included in all materials submitted to the other party, including, without limitation, all trademarks and trade names, service marks, brands and logos and any copyrighted materials; and (ii) that the content of the materials submitted to the other party does not violate the legal rights of any third party, and that the publication of the materials will not give rise to any legal claim or liability of any type, including, without limitation, copyright or trademark violations, defamation, invasion of privacy, breach of contract, deceptive advertising or any other grounds. The approval, acceptance or publishing of any submitted materials by the receiving party does not waive or impair the foregoing representations and warranties. Notwithstanding the foregoing, SXSX expressly makes no representation or warranty that Client's use of the SXSX Marks (i) outside of the United States (aside from use on Client's website to promote its participation in SXSX 2017); or (ii) in any manner other than in strict compliance with the terms of this Agreement will not violate the intellectual property rights of any third party.

c. SXSX makes no representations or warranties with respect to demographic nature and/or volume of attendees.

**22. Insurance.**

a. Client shall procure and maintain, at its own expense, during the Term, the following insurance coverage: (i) Commercial General Liability ("CGL") insurance with a combined single limit of not less than \$1 million per occurrence and \$2 million in the aggregate, including products and completed operations, advertising liability, personal injury, bodily injury, and property damage liability; (ii) Workers' Compensation insurance in accordance with the applicable law of the state in which the services are to be performed and Employer's Liability with a limit not less than \$1 million each accident or disease; and (iii) umbrella liability insurance with limits no less than \$3 million per occurrence and in the aggregate.

b. Client shall cause SXSX, LLC and its managers, officers, employees, and volunteers to be additional insureds to Client's CGL and umbrella liability insurance policies. Client shall provide SXSX with a certificate of insurance no later than February 22, 2017. The failure to request proof of insurance shall not relieve Client of its obligation under this Section.

23. **Indemnification by SXSX.** SXSX assumes full responsibility for and shall indemnify, defend and hold harmless Client and its successors, assigns, parents and subsidiaries, and the officers, directors and employees of each of them, from and against any and all third-party claims, losses, actions, damages, expenses and all other liabilities, including, but not limited to, costs and reasonable outside attorneys' fees arising out of or in connection with (i) any activities undertaken by SXSX or any of its agents, assigns, contractors or their employees associated with the rights granted herein or in the performance by SXSX hereunder, (ii) breach of any warranty or representation made by SXSX hereunder, or (iii) SXSX's material breach of this Agreement; provided, however, that such indemnification obligations shall not exceed the amount paid to SXSX by Client hereunder.

24. **Limitation of Liability.** EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS HEREUNDER OR INFRINGEMENT UPON THE TRADEMARK(S) OF A PARTY OR VIOLATION OF ANY TRADEMARK LICENSE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR OTHER LEGAL OR EQUITABLE GROUNDS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS, ARISING OUT OF THIS AGREEMENT OR THE SERVICES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

25. **Confidentiality.** The terms of this Agreement shall be maintained as confidential by the parties and shall not be disclosed to any other person or entity, except, upon written consent of the other party. Either party may disclose the terms of this Agreement to the minimum extent required by law or court order or by the rules and regulations or directives of any regulatory agency or authority or as necessary to effectuate the terms of this Agreement or for accounting or tax purposes.

26. **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement, to the extent such failures or delays are due to causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, weather, earthquakes, hurricanes, floods, disease or other natural disasters, pandemics, wars, riots, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

27. **Compliance with Laws & City of Austin Regulations.** Client acknowledges that local, state and federal entities have rules and regulations which may impact Client's activities and promotions during the Event. Client shall ensure that its activities under this Agreement comply with all federal, state and local laws, ordinances, codes, rules, regulations or orders, including, without limitation, compliance with the Americans With Disabilities Act of 1990, as amended, City of Austin special event ordinances, limitations on video and light projections, signage rules, building code regulations, capacity rules, age restrictions, Texas Alcoholic Beverage Commission requirements, and any applicable state and municipal laws, ordinances or regulations. Additionally, Client acknowledges that SXSW meets with the City of Austin to understand the City's requirements for safety and security best practices. SXSW reserves the right to coordinate with Client about the City's safety and security requirements for Client's participation in the Event. Client shall promptly take such corrective action as SXSW may reasonably require in order to maintain and/or conform to the City's safety and security requirements, and Client agrees to cover any costs associated with such corrective actions. Costs might include, but are not limited to lane closures, barricades, or other resources deemed necessary by the City of Austin.

28. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Texas, without regard to its principles of conflicts of laws. The parties hereby irrevocably submit to the exclusive jurisdiction of the United States federal and state courts located in Travis County, Texas and agree that any such court shall be proper forum for the determination of any dispute arising hereunder.

29. **Notices.** Any notices required under the Agreement will be sent to the addresses identified on the Quote.

30. **General Provisions.** Nothing in this Agreement establishes an agency, partnership or joint venture between the parties, or relationship of employer or employee, between the parties (or between either party and the other party's personnel), and this Agreement does not authorize either party to make or enter into any commitments for on behalf of the other party. This Agreement may only be amended or modified by a written agreement executed by both parties expressly stating that it is amending this Agreement. The failure of either party to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. In the event that any term or provision of this Agreement will be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof (which shall remain in effect), and the parties agree thereafter to use their best efforts to substitute a provision of similar economic intent and effect. The obligations set forth herein relating to indemnification, limitations of liability, governing law, ownership of trademarks, and venue, confidentiality, and outside promotions by Client shall survive the expiration or earlier termination of this Agreement. This Agreement is not assignable by either party without the prior written consent of the other party. Headings are included for convenience only and shall not be used to construe this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an original. The language of this Agreement shall be construed simply and according to its fair meaning, and shall not be construed for or against any party as a result of the source of draftsmanship.

**AGREED AND ACCEPTED:**

Company: \_\_\_\_\_

Company: SXSW, LLC \_\_\_\_\_

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

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

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

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

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

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

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

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