

# FOREWARD

# EMPLOYEE REVIEW AND ACKNOWLEDGMENT

---

# ADMINISTRATION OF COUNTY POLICIES

---

# TABLE OF CONTENTS

# **1.0 COUNTY EMPLOYMENT**

---

- 1.1 COMPREHENSION CLAUSE**
- 1.2 EQUAL EMPLOYMENT OPPORTUNITY**
- 1.3 NO CONTRACT / AT-WILL EMPLOYMENT**
- 1.4 IMMIGRATION LAW COMPLAINT**
- 1.5 ADA / HUMAN RIGHTS LAWS**
- 1.6 RECRUITMENT AND SELECTION**
- 1.7 PHYSICAL STANDARDS**
- 1.8 NEPOTISM**
- 1.9 EMPLOYEE STATUS & EMPLOYMENT TERMS**
- 1.10 INTRODUCTORY PERIOD**
- 1.11 PERFORMANCE REVIEW**
- 1.12 PROMOTIONS & TRANSFERS**

## **2.0 EMPLOYEE CONDUCT**

---

**2.1 SEXUAL HARASSMENT**

**2.2 ETHICS**

**2.3 FRAUD DETECTION & PREVENTION**

**2.4 CONFLICT OF INTEREST**

**2.5 OUTSIDE EMPLOYMENT & ACTIVITIES**

**2.6 SOCIAL MEDIA**

**2.7 POLITICAL ACTIVITY**

**2.8 SMOKE FREE WORKPLACE**

**2.9 EMERGENCY CLOSINGS**

**2.10 DEPARTMENT HEADS, DIRECTORS AND SUPERVISORS GENERAL RESPONSIBILITIES**

**2.11 CONDUCT / ATTITUDE /GRIEVANCE RESOLUTION PROCEDURE**

**2.12 PROGRESSIVE DISCIPLINE**

## **3.0 COUNTY PROPERTY**

---

- 3.1 TELEPHONE SYSTEMS & VOICE MAIL**
- 3.2 CELLULAR DEVICES**
- 3.3 COMPUTER USE AND NETWORK SECURITY**
- 3.4 RESPONSIBILITY FOR COUNTY PROPERTY**
- 3.5 OPERATING COUNTY VEHICLES**

## **4.0 SAFETY**

---

**4.1 ALCOHOL / DRUG TESTING - CDL**

**4.2 IDENTIFICATION BADGE / ACCESS CARD**

**4.3 SAFETY**

**4.4 DRUG FREE WORKPLACE**

## **5.0 ATTENDANCE AND LEAVE**

---

**5.1 ATTENDANCE & TIMELINESS**

**5.2 HOLIDAY**

**5.3 PERSONAL DAY**

**5.4 VACATION**

**5.5 SICK**

**5.6 SICK LEAVE POOL**

**5.7 BEREAVEMENT**

**5.8 CIVIL LEAVE / JURY DUTY**

**5.9 MILITARY**

**5.10 LEAVE WITHOUT PAY**

# **6.0 PAYROLL**

---

**6.1 TIME REPORTING & PAY CYCLES**

**6.2 MEAL PERIODS**

**6.3 WORK SCHEDULES, OVERTIME & COMPENSATORY TIME**

**6.4 PAYROLL RECORDS**

**6.5 PAY REDUCTIONS**

**6.6 TRAVEL & EXPENSE REIMBURSEMENT**

**6.7 LONGEVITY**

# **7.0 BENEFITS**

---

**7.1 EMPLOYEE INSURANCE BENEFITS & COBRA**

**7.2 ACA MEASUREMENT PERIOD**

**7.3 SOCIAL SECURITY & MEDICARE**

**7.4 VOLUNTEERISM**

**7.5 FAMILY & MEDICAL LEAVE (FMLA)**

**7.6 WORKERS COMPENSATION**

**7.7 RETIREMENT**

# 8.0 SEPARATION

---

**8.1 SEPARATION**

**8.2 LAYOFFS**

**8.3 TERMINATION**

**8.4 REHIRE**



Paul Pape  
Bastrop County Judge

ITEM 2

December 27, 2016

Vortech Pharmaceuticals  
6851 Chase Road  
Dearborn, MI 48126

RE: DEA Form 222

Dear Vortech Pharmaceuticals,

This letter is to authorize **Ashley Hermans**, Bastrop County Animal Services Director, to use the DEA Form 222 to purchase and dispense Fatal Plus Solution.

Our DEA Registration number is MB0329450.

Thank you,

Paul Pape

**ITEM 3**



# 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](http://www.co.bastrop.tx.us)**  
e-mail: [emc@co.bastrop.tx.us](mailto: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

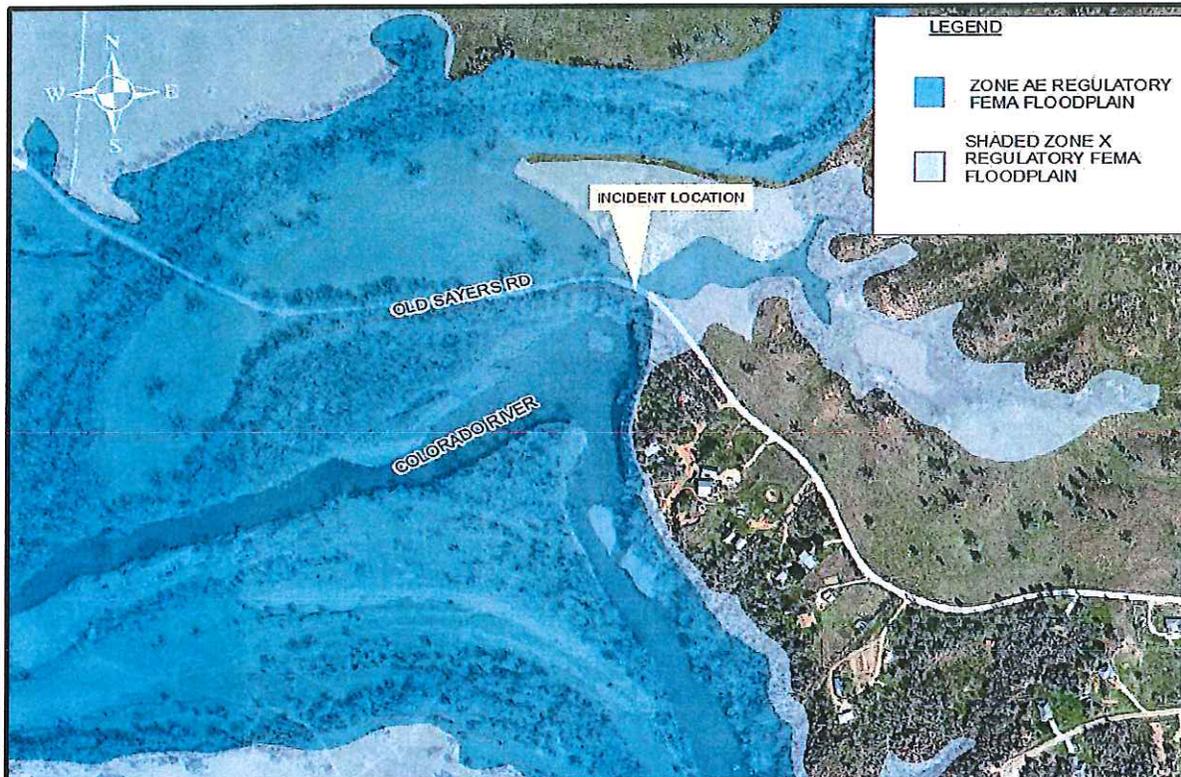
**EMAIL:** dfranz@halff.com

**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.

Half 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, Half 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>	

\* 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:

Half 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>	
<b>ITEM</b>	<b>COST</b>
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
ADMINSTATION (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, Suite 125  
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>
CONTINGENCY (20%)				\$ 117,884.00
<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

**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.

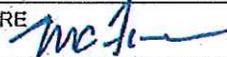
**AUDIT STATEMENT:** All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The Sub-recipient has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained 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 CATEGORY:** 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>	\$ 60,337.51
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)</b> <b>P</b>	
Applicant Name:	Application Title:
BASTROP (COUNTY)	BAS005C County Road / Sayers Road
Period of Performance Start:	Period of Performance End:
06-11-2016	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></p> <p>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 to 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.

**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.

**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, 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.

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 accomodate sheet flowing of water off road and nearby fields.  
 $130FTL \times 10FTW \times .50FT = 650CF / 9 = 72.22SY \times 50.00SY = \$50.00SY = \$3611.11$ . 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
---	------	-----------------------------	---------------	-----------------	------------	-----------------------	------	---------------

\*\*\* 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

Please provide the Scope of Work for the estimate:

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
- 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 = \$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.

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	9001	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	9888	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>	

**Total Cost Estimate:** \$ 52,155.51  
(Preferred Estimate Type + Insurance Adjustments)

Comments

Attachments

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

Comments

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. BAS005C	PA ID NO. 021- 99021-00	DATE 09-12-2016	CATEGORY C	
FEMA	4272 - DR -TX					
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>						

**TOTAL REPAIR COST**

Cost of Repair is \$52,155.51

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 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
------	------	-----------	---------------	------------	------

***Version 0*** 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

# 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.

Half 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, Half 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 Half'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

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

<b>RIVERSIDE DRIVE -PRELIMINARY COST (PRE DISASTER CONDITION)</b>	
<i>ITEM</i>	<i>COST</i>
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:**

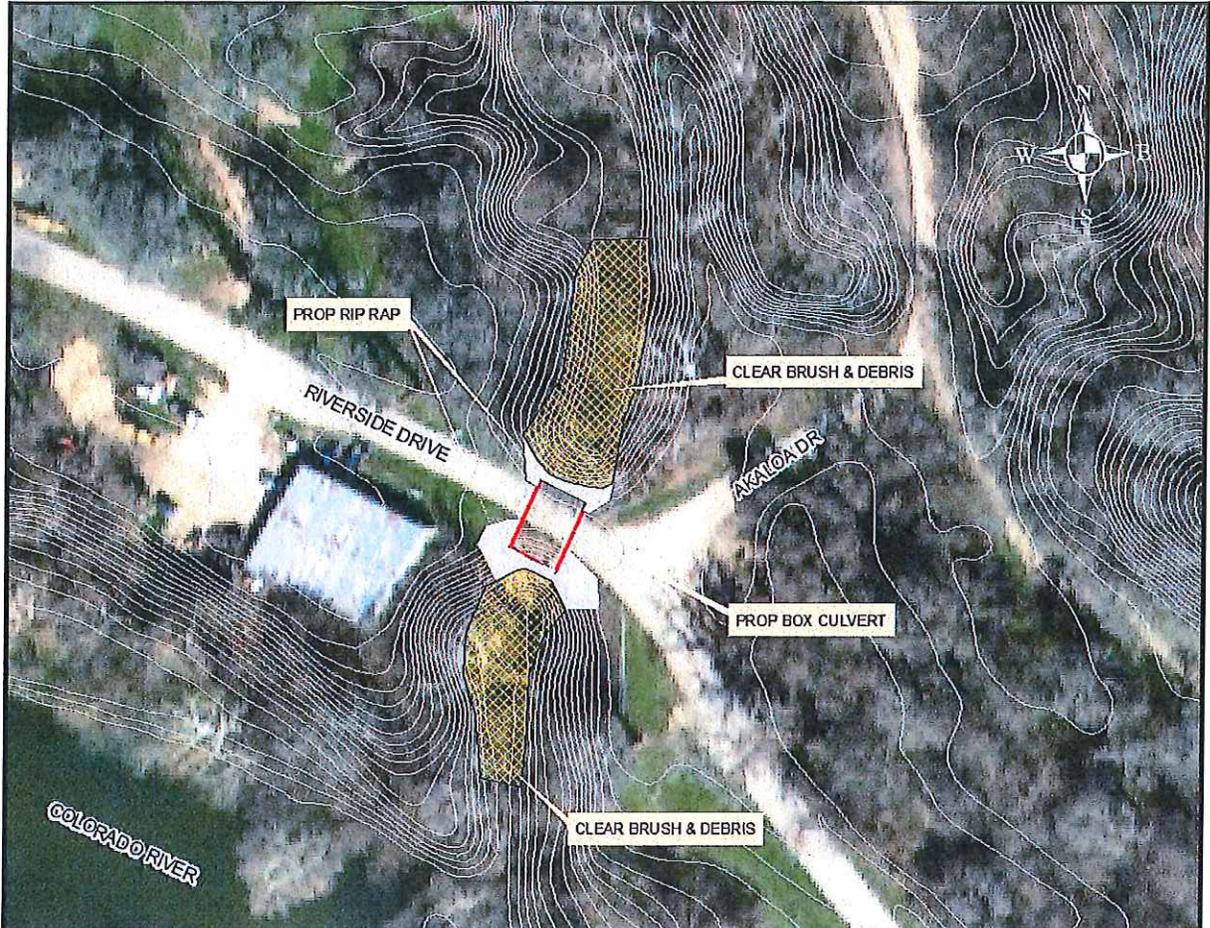
It is the professional opinion of Halff that a proposed repair to pre-disaster condition is not the proper and best long term solution for this location. Prior to the event, the existing embankment slope at this location was at an approximate 1.0':1.0' (H:V) slope. Given that severe of a slope along 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>	
<i>ITEM</i>	<i>COST</i>
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>				<b>\$ 462,595.00</b>
ALTERNATE DETOUR				\$ 183,337.00
CONTINGENCY (20%)				\$ 129,187.00
<b>TOTAL</b>				<b>\$ 775,119.00</b>
<b>ENGINEERING SERVICES (15%)</b>				<b>\$ 116,268.00</b>
<b>ADMINISTRATION COSTS (1%)</b>				<b>\$ 7,751.19</b>
<b>ENVIRONMENTAL PERMITTING (5%)</b>				<b>\$ 38,755.95</b>

**Overall Total** **\$ 937,894.14**

PA-06-TX-4272-PW-00035(0) <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

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>					

687.87  
FEMA

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? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Hazard Mitigation proposal included? Yes <input checked="" type="checkbox"/> 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
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> <b>P</b>	
Applicant Name:	Application Title:
BASTROP (COUNTY)	BAS006C County Roads / Riverside Drive
Period of Performance Start:	Period of Performance End:
06-11-2016	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 <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 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

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

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.  
 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. 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	<a href="#">9003</a>	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
<b>*** Version 0 ***</b>									
1	<a href="#">9888</a>	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
Attachments

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

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: 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> <p>TOTAL REPAIR COST 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>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.</p> <p>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.</p> <p>DIRECT ADMINISTRATIVE COSTS: 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**

No.	Queue	User	Condition 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.

-- **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 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 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
		*** Version 0 ***			
		Work To Be Completed			
1	9003	Contract Costs	1/LS	\$ 80,646.43	\$ 80,646.43
				<b>TOTAL COST</b>	<b>\$ 80,646.43</b>

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](#)





**ITEM 5**

## NEW 2017 APPOINTMENT FOR THE TECHNICAL ADVISORY COMMITTEE

**Primary Voting Member for January – December 2017:**

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

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

\*Organization: \_\_\_\_\_

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

\*Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\*Email: \_\_\_\_\_

\*Term Expires: \_\_\_\_\_

**Alternate Voting Member for January – December 2017:**

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

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

\*Organization: \_\_\_\_\_

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

\*Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\*Email: \_\_\_\_\_

\*Term Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Appointing Official

**Please return completed form no later than Friday, December 30, 2016.**

Return To:

Ashby Johnson, Executive Director  
Capital Area Metropolitan Planning Organization  
3300 N. IH-35, Suite 630  
Austin, Texas 78705  
or email: [jordan.knul@campotexas.org](mailto:jordan.knul@campotexas.org)

# **GUIDE FOR APPOINTMENTS TO THE TECHNICAL ADVISORY COMMITTEE**

The Technical Advisory Committee (TAC) serves as an advisory group to the Transportation Policy Board (TPB). The TPB relies on the TAC to review technical information provided by the CAMPO staff or other relevant organizations to support the development of the Long-Range Plan, the 10-Year Program of Projects required by House Bill 20, and the Transportation Improvement Program. The TPB expects the TAC to provide recommendations to the TPB on a slate of transportation projects and activities upon completion of their review of all relevant technical information.

In order to ensure that the TAC functions as intended, it is important that each member jurisdiction of the TPB appoint TAC members and alternates that have the knowledge, experience, and responsibility to represent them. A TAC appointee and their alternate should hold a college degree and have substantial experience in civil engineering or transportation planning. Each TAC appointee and their alternate should also be a senior member of the organization and should have the level of responsibility to encumber public funds on behalf of the appointing jurisdiction. Most importantly, the TAC appointee and their alternate should have direct responsibility for the development and implementation of transportation projects.

Please find below a guide that may be used when considering the appointment of a TAC member. The guide gives some indication as to the level of responsibility a TAC appointee and their alternate should hold in their organization. The guide is not an exhaustive list. Ideally, a TAC appointee and their alternate will fall into one of the job titles (or a title closely equivalent) below:

## **Cities** (All Categories – Smaller Cities, Between 50,000 & 500,000, Above 500,000)

- City Manager or Assistant City Manager
- Director and/or Assistant Director of Public Works
- Director and/or Assistant Director of Transportation
- Director and/or Assistant Director of Planning

## **Counties**

- County Engineer or Assistant County Engineer
- Director of Infrastructure, Public Works or Transportation

## **Transportation Organizations**

- Director or Assistant Director
- Organizational Lead for Engineering or Planning



**NEW 2017 APPOINTMENT FOR THE  
TECHNICAL ADVISORY COMMITTEE**

*Bastrop County Small City*

**Primary Voting Member for January – December 2017:**

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

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

\*Organization: \_\_\_\_\_

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

\*Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\*Email: \_\_\_\_\_

**\*Term Expires:** \_\_\_\_\_

**Alternate Voting Member for January – December 2017:**

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

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

\*Organization: \_\_\_\_\_

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

\*Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\*Email: \_\_\_\_\_

**\*Term Expires:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Appointing Official

**Please return completed form no later than Friday, December 30, 2016.**

Return To:  
Ashby Johnson, Executive Director  
Capital Area Metropolitan Planning Organization  
3300 N. IH-35, Suite 630  
Austin, Texas 78705  
or email: [jordan.knul@campotexas.org](mailto:jordan.knul@campotexas.org)

# **GUIDE FOR APPOINTMENTS TO THE TECHNICAL ADVISORY COMMITTEE**

The Technical Advisory Committee (TAC) serves as an advisory group to the Transportation Policy Board (TPB). The TPB relies on the TAC to review technical information provided by the CAMPO staff or other relevant organizations to support the development of the Long-Range Plan, the 10-Year Program of Projects required by House Bill 20, and the Transportation Improvement Program. The TPB expects the TAC to provide recommendations to the TPB on a slate of transportation projects and activities upon completion of their review of all relevant technical information.

In order to ensure that the TAC functions as intended, it is important that each member jurisdiction of the TPB appoint TAC members and alternates that have the knowledge, experience, and responsibility to represent them. A TAC appointee and their alternate should hold a college degree and have substantial experience in civil engineering or transportation planning. Each TAC appointee and their alternate should also be a senior member of the organization and should have the level of responsibility to encumber public funds on behalf of the appointing jurisdiction. Most importantly, the TAC appointee and their alternate should have direct responsibility for the development and implementation of transportation projects.

Please find below a guide that may be used when considering the appointment of a TAC member. The guide gives some indication as to the level of responsibility a TAC appointee and their alternate should hold in their organization. The guide is not an exhaustive list. Ideally, a TAC appointee and their alternate will fall into one of the job titles (or a title closely equivalent) below:

## **Cities** (All Categories – Smaller Cities, Between 50,000 & 500,000, Above 500,000)

- City Manager or Assistant City Manager
- Director and/or Assistant Director of Public Works
- Director and/or Assistant Director of Transportation
- Director and/or Assistant Director of Planning

## **Counties**

- County Engineer or Assistant County Engineer
- Director of Infrastructure, Public Works or Transportation

## **Transportation Organizations**

- Director or Assistant Director
- Organizational Lead for Engineering or Planning

**ITEM 7**



**Engineering & CIP Department**

Carolyn Dill, P.E. – Director

211 Jackson St.  
Bastrop, Texas 78602  
512.581.7176

FAX: 512.581.7178  
[carolyn.dill@co.bastrop.tx.us](mailto:carolyn.dill@co.bastrop.tx.us)

TO: Members of the Bastrop County Commissioners Court

FROM: Sonia Thomas

DATE: December 20, 2016

RE: Discussion and possible action regarding Preliminary Plat – New Trail Subdivision, Phase II; which lays out 62.769 acres into 46 lots in Isaac Casner Survey; Precinct 4; Owner: Millennium Interests, LTD.; Engineer & Surveyor: Matkin Hoover Engineering & Surveying

This project is a preliminary plan which lays 46 lots on New Trails from 1.00 acre to 2.01 acres in size and 7.525 acres to be dedicated for ROW out of 62.769 acres. The service providers are Aqua Water, Bluebonnet Electric and Individual On-Site Septic.

This meets all state laws and county regulations. Approval of this is required according to Section 232.002 of the Local Government Code.

Attachments: Preliminary Plat – New Trail Subdivision, Phase II



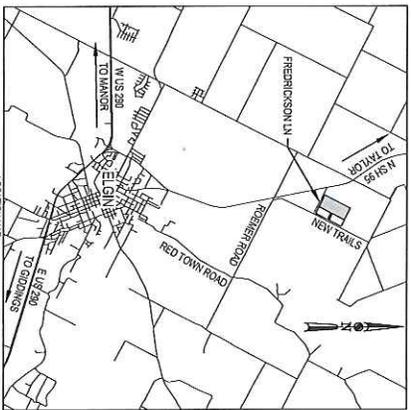
STATE OF TEXAS  
 COUNTY OF BASTROP  
 I, JOSHUA A. VALENTA, DO HEREBY CERTIFY THAT THE STREET AND DRAINAGE DESIGN, AS SHOWN HEREON, COMPLIES WITH THE SUBDIVISION REGULATIONS FOR BASTROP COUNTY, TEXAS. I AM A LICENSED PROFESSIONAL ENGINEER IN MECHANICAL ENGINEERING AND WILL BE CONTINUED WITH THE EXPIRATION DATE OF 12/31/2018.

JOSHUA A. VALENTA  
 LICENSED PROFESSIONAL ENGINEER #14892  
 MATKIN-HOOVER ENGINEERING & SURVEYING

# A PRELIMINARY PLAT ESTABLISHING NEW TRAIL SUBDIVISION PHASE II

62.789 ACRES, LOCATED IN THE ISAAC CASNER SURVEY NO. 30, ABSTRACT NO. 19, BASTROP COUNTY, TEXAS, SAID 62.789 ACRES BEING TWO SEPARATE PORTIONS OF A CALLED 98.507 ACRE TRACT OF LAND, RECORDED IN DOCUMENT NO. 201510585, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS.

46 NEW LOTS  
 5,281 L. F. OF NEW STREET



NOTE:  
 ALL DRAINAGE IN THIS SUBDIVISION MUST BE CONSTRUCTED TO PREVENT OVERFLOW AND TO PROTECT THE ENVIRONMENT. THE ENGINEER HAS MADE A PRELIMINARY DESIGN OF DRAINAGE SYSTEMS IN ACCORDANCE WITH BASTROP COUNTY REGULATIONS WHICH MAY INCLUDE GUTTER PIPE INSTALLATION. A PERMIT MUST BE OBTAINED FROM BASTROP COUNTY PRIOR TO THE CONSTRUCTION OF ANY DRAINAGE SYSTEMS. DRAINAGE SYSTEMS MUST BE CONSTRUCTED AT THE LOCATIONS SHOWN HEREON, DENOTED BY A "V" SYMBOL.

- UTILITY SERVICE PROVIDERS:**  
 WATER IS TO BE PROVIDED BY AQUA WATER SUPPLY CORPORATION.  
 WASTEWATER SERVICE IS PROVIDED BY INDIVIDUAL ON-SITE SEPTIC.  
 ELECTRIC SERVICE IS PROVIDED BY SUBMERGENT ELECTRIC COOPERATIVE (LONCOR).  
**LOCAL, STATE AND DRAINAGE NOTES:**
- NO PORTION OF THIS PLAT IS SUBJECT TO FEDERAL OR STATE EASEMENTS OR RIGHTS OF WAY. THE PLAT IS SUBJECT TO THE FEDERAL RIGHT-OF-WAY ACT, 49 U.S.C. § 1602, AS REPEALED BY THE FEDERAL HIGHWAY ADMINISTRATION ACT, 23 U.S.C. § 103.
  - FLOOD WARNING: THE DEGREE OF FLOOD PROTECTION REQUIRED BY THE BASTROP COUNTY LOCAL DAMAGE PREVENTION ORDER IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES AND IS BASED ON SCIENTIFIC AND ENGINEERING DATA. THE DEGREE OF FLOOD PROTECTION PROVIDED BY THIS PLAT DOES NOT GUARANTEE THAT LAND OUTSIDE THE AREAS OF SPECIAL FLOOD HAZARDS OR USES PERMITTED WITHIN SUCH AREAS WILL BE PROTECTED FROM FLOODING. THE ACCEPTANCE OF THIS PLAT DOES NOT CONSTITUTE AN OFFICIAL STATEMENT OF ANY LOCAL OR STATE AGENCY AS TO THE ACCURACY OF THE DATA OR THE RELIANCE ON THE INFORMATION CONTAINED WITHIN THIS PLAT OR ANY ADMINISTRATION DECISION UNLAWFULLY MADE THEREAFTER.
  - NO STRUCTURES OR LAND USE INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING THAT NEGATIVELY AFFECTS THE FLOOD PROTECTION AREAS.
  - REARAGE EASEMENTS, SEWER, WATER AND UTILITIES EASEMENTS AND EROSION CONTROL SHALL BE MAINTAINED BY INDIVIDUAL PROPERTY OWNERS. PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY BASTROP COUNTY PRESERVATION SERVICES DEPARTMENT.
  - EXTRA-TERRITORIAL JURISDICTION NOTES.
  - THIS SUBDIVISION DOES NOT LIE WITHIN THE CITY LIMITS OR ETC. OF ANY MUNICIPALITY.
- GENERAL NOTE:**
- ALL CORNER LOTS WITHIN THIS DEVELOPMENT MAY ACCESS ONLY ONE STREET AND MUST TAKE THEIR ACCESS FROM THE NUMBER OF THE TWO STREETS.
  - PERMITS: PROPERTY IN THIS SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS INCLUDING, BUT NOT LIMITED TO BASTROP COUNTY 31-11 ADDRESSING ASSIGNMENT, DRAINAGE, EROSION CONTROL, FLOOD DAMAGE PREVENTION, AND LOSS PREVENTION. PERMITS FOR CONSTRUCTION SHALL BE OBTAINED FROM THE BASTROP COUNTY DEVELOPMENT SERVICES DEPARTMENT.
  - NO ON-SITE WATER WELLS MAY BE PLACED WITHIN 150 FEET OF ANY ON-SITE SEWAGE DISPOSAL AREA, NOR SHALL ANY ON-SITE SEWAGE DISPOSAL AREA BE PLACED WITHIN 150 FEET OF ANY ON-SITE WELL. EACH LOT SHALL BE PROVIDED WITH A WATER WELL. THE LOCATION OF EACH WATER WELL SHALL BE DETERMINED THROUGH THE LOSS PREVENTION/ROUNDER CONSTRUCTION DISTRICT.
  - INDIVIDUAL ON-SITE SEWAGE FACILITY DESIGNS MUST BE SUBMITTED FOR APPROVAL FOR EACH LOT AND BUILT TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND THE REQUIREMENTS OF THE BASTROP COUNTY PERMIT FOR ON-SITE SEWAGE FACILITY DESIGN FOR OCCUPATION OF THE RESIDENCE.
  - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER DISTRIBUTION SYSTEM AND ON-SITE SEPTIC.
- LEGAL LIABILITY NOTES:**
- APPROVAL OF THIS PLAT BY THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS, DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREON. THE ENGINEER HAS MADE A PRELIMINARY DESIGN OF DRAINAGE SYSTEMS IN ACCORDANCE WITH BASTROP COUNTY REGULATIONS WHICH MAY INCLUDE GUTTER PIPE INSTALLATION. A PERMIT MUST BE OBTAINED FROM BASTROP COUNTY PRIOR TO THE CONSTRUCTION OF ANY DRAINAGE SYSTEMS. DRAINAGE SYSTEMS MUST BE CONSTRUCTED AT THE LOCATIONS SHOWN HEREON, DENOTED BY A "V" SYMBOL.
  - THE ACCEPTANCE OF THIS PLAT BY THE COMMISSIONERS COURT FOR PLANS AND SPECIFICATIONS OF THIS PLAT DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREON. THE ENGINEER HAS MADE A PRELIMINARY DESIGN OF DRAINAGE SYSTEMS IN ACCORDANCE WITH BASTROP COUNTY REGULATIONS WHICH MAY INCLUDE GUTTER PIPE INSTALLATION. A PERMIT MUST BE OBTAINED FROM BASTROP COUNTY PRIOR TO THE CONSTRUCTION OF ANY DRAINAGE SYSTEMS. DRAINAGE SYSTEMS MUST BE CONSTRUCTED AT THE LOCATIONS SHOWN HEREON, DENOTED BY A "V" SYMBOL.
  - THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS AND SPECIFICATIONS OF THIS PLAT. THE OWNER SHALL REMAIN RESPONSIBLE FOR THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE BASTROP COUNTY COMMISSIONERS COURT. THE OWNER SHALL REMAIN RESPONSIBLE FOR THE RESPONSIBILITY OF THE BROTHERS, SISTERS, CHILDREN, NEPHEWS, UNCLE, AUNT, OR OTHER RELATIVES OF THE OWNER OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, OR OF CONTROLLING ANY BROKERS OR CLERKS IN CONNECTION THEREWITH.
  - IT IS UNDERSTOOD THAT ON APPROVAL OF THIS PLAT BY THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS, DELIVERED AND SHOWN ON THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE BASTROP COUNTY COMMISSIONERS COURT. THE OWNER SHALL REMAIN RESPONSIBLE FOR THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE BASTROP COUNTY COMMISSIONERS COURT. THE OWNER SHALL REMAIN RESPONSIBLE FOR THE RESPONSIBILITY OF THE BROTHERS, SISTERS, CHILDREN, NEPHEWS, UNCLE, AUNT, OR OTHER RELATIVES OF THE OWNER OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, OR OF CONTROLLING ANY BROKERS OR CLERKS IN CONNECTION THEREWITH.
  - THE OWNER/DEVELOPER OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR OBLIGATION. THE OWNERS MUST POST PERSONAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNERS OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREON. THE ENGINEER HAS MADE A PRELIMINARY DESIGN OF DRAINAGE SYSTEMS IN ACCORDANCE WITH BASTROP COUNTY REGULATIONS WHICH MAY INCLUDE GUTTER PIPE INSTALLATION. A PERMIT MUST BE OBTAINED FROM BASTROP COUNTY PRIOR TO THE CONSTRUCTION OF ANY DRAINAGE SYSTEMS. DRAINAGE SYSTEMS MUST BE CONSTRUCTED AT THE LOCATIONS SHOWN HEREON, DENOTED BY A "V" SYMBOL.
  - UNLESS APPROVED BY THE COMMISSIONERS COURT FOR PLANS AND SPECIFICATIONS, ACCEPTANCE OF THIS PLAT BY THE COMMISSIONERS COURT FOR PLANS AND SPECIFICATIONS DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREON. THE ENGINEER HAS MADE A PRELIMINARY DESIGN OF DRAINAGE SYSTEMS IN ACCORDANCE WITH BASTROP COUNTY REGULATIONS WHICH MAY INCLUDE GUTTER PIPE INSTALLATION. A PERMIT MUST BE OBTAINED FROM BASTROP COUNTY PRIOR TO THE CONSTRUCTION OF ANY DRAINAGE SYSTEMS. DRAINAGE SYSTEMS MUST BE CONSTRUCTED AT THE LOCATIONS SHOWN HEREON, DENOTED BY A "V" SYMBOL.
  - NEITHER APPROVAL OF A SUBDIVISION PLAT BY THE BASTROP COUNTY COMMISSIONERS COURT NOR THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED ON THIS PLAT, NOR THE ACCEPTANCE OF THIS PLAT BY THE COMMISSIONERS COURT, SHALL BE THE SOLE RESPONSIBILITY OF THE DEVELOPER UNDER THE DIRECTION OF THE COMMISSIONERS COURT AND/OR THE COUNTY ENGINEER.
  - NEITHER APPROVAL OF A SUBDIVISION PLAT BY THE BASTROP COUNTY COMMISSIONERS COURT NOR THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED ON THIS PLAT, NOR THE ACCEPTANCE OF THIS PLAT BY THE COMMISSIONERS COURT, SHALL BE THE SOLE RESPONSIBILITY OF THE DEVELOPER UNDER THE DIRECTION OF THE COMMISSIONERS COURT AND/OR THE COUNTY ENGINEER.

STATE OF TEXAS  
 COUNTY OF BASTROP  
 I, ROSE FRIETSCH, CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS APPROVED THIS PRELIMINARY PLAT.  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

BY \_\_\_\_\_  
 DEPUTY  
 ROSE FRIETSCH  
 THE COMMISSIONERS COURT APPROVAL OF THE PRELIMINARY PLAT SHALL EXPIRE ONE YEAR AFTER THE DATE OF APPROVAL UNLESS A FINAL PLAT IS SUBMITTED FOR ALL OR PART OF THE AREA COVERED BY THE PRELIMINARY PLAT. THE COMMISSIONERS COURT MAY GRANT A REQUEST FOR AN EXTENSION OF THE EXPIRATION DATE. THE COMMISSIONERS COURT MAY GRANT A REQUEST FOR AN EXTENSION IN WRITING SHOWING GOOD CAUSE PRIOR TO THE ONE YEAR EXPIRATION DATE.

**ENGINEER & SURVEYOR:**  
 MATKIN-HOOVER ENGINEERING & SURVEYING  
 8 SPENCER ROAD, SUITE 100  
 BOERNE, TX 78008  
 832-265-8600  
**OWNER:**  
 MILL ENHANCE INTERESTS, LTD.  
 BEAU RAY, INC., GENERAL PARTNER  
 1719 STATE STREET  
 HOUSTON, TX 77027  
 1-888-774-5720

**MATKIN-HOOVER**  
 ENGINEERING & SURVEYING  
 DATE: DECEMBER 2016  
 JOB NO. 2714.01  
 SHEET 1 OF 4





Curve #	Length	Radius	Data	Chord length	Chord Bearing
C1	14.137	9.000	050.0000	12.728	S72° 14' 22.90"W
C2	8.731	9.000	055.8826	8.393	S07° 33' 05.90"E
C3	97.169	60.000	082.7990	86.693	N18° 03' 07.99"E
C4	113.690	60.000	108.9752	97.312	S81° 21' 55.34"E
C5	83.701	9.000	055.8826	8.393	N04° 58' 08.40"W
C6	8.731	9.000	055.8826	8.393	S89° 28' 54.20"W
C7	160.959	60.000	144.0539	114.157	S46° 17' 45.49"E
C8	59.766	60.000	057.0719	57.235	S54° 17' 11.92"W
C9	8.731	9.000	055.8826	8.393	N59° 01' 51.69"E
C10	14.137	9.000	050.0000	12.728	N17° 45' 31.10"W
C11	14.137	9.000	050.0000	12.728	N72° 14' 22.90"E
C12	8.731	9.000	055.8826	8.393	N00° 33' 05.90"W
C13	74.886	60.000	071.5102	70.119	N07° 24' 43.99"E
C14	135.774	60.000	128.6590	108.664	S72° 07' 18.71"E
C15	8.731	9.000	055.8826	8.393	S34° 58' 08.40"E
C16	8.731	9.000	055.8826	8.393	N89° 28' 54.20"E
C17	151.381	60.000	144.5390	114.309	S46° 04' 24.37"E
C18	59.769	60.000	056.6283	56.916	S54° 30' 33.03"W
C19	8.731	9.000	055.8826	8.393	S59° 01' 51.69"W
C20	14.137	9.000	050.0000	12.728	S17° 45' 31.10"E
C21	39.270	25.000	080.0000	35.955	S17° 45' 31.10"E
C22	39.270	25.000	050.0000	35.955	N72° 14' 22.90"E
C23	39.270	25.000	050.0000	35.955	N17° 45' 31.10"W
C24	39.270	25.000	050.0000	35.955	S72° 14' 22.90"W

SYMBOL	POINT NUMBER	NORTHINGS	EASTINGS	ELEVATION	DESCRIPTION
⊙	S911	107226332	322214281	893.97'	CONTROL - FOUND BY RCON ROD WITH A YELLOW PEGS TYPE PLASTIC CAP AT THE SOUTHEAST CORNER
⊙	S911	107669554	323319130	898.39'	CONTROL - FOUND BY WITH AN PEGS HAS CAP AT THE NORTHEAST CORNER

Line #	Length	Direction
L1	117.795	N87° 25' 30.01"W
L2	98.687	N73° 25' 57.82"W
L3	96.613	N70° 58' 40.70"W
L4	97.932	N52° 42' 52.98"W
L5	100.123	N88° 21' 20.05"W
L6	146.851	N29° 39' 55.73"W
L7	124.086	N27° 24' 58.98"W
L8	72.107	N19° 48' 33.01"W
L9	79.335	N29° 45' 14.46"W
L10	67.430	N48° 57' 20.22"W
L11	40.611	N50° 57' 58.17"W
L12	99.800	N37° 50' 01.99"W
L13	75.389	N56° 05' 53.11"W
L14	58.703	N59° 18' 34.18"W
L15	10.283	N45° 56' 59.55"W
L16	49.082	S61° 44' 51.20"E
L17	70.509	S69° 58' 39.43"E
L18	99.887	S61° 28' 05.37"E
L19	70.141	S62° 58' 44.67"E
L20	40.410	S59° 24' 33.49"E

Line #	Length	Direction
L21	37.625	S52° 41' 04.74"E
L22	28.797	S37° 37' 28.95"E
L23	49.996	S29° 28' 05.60"E
L24	42.824	S21° 39' 28.29"E
L25	65.040	S19° 40' 57.05"E
L26	44.280	S31° 02' 47.45"E
L27	71.995	S28° 28' 48.27"E
L28	168.790	S29° 23' 40.05"E
L29	101.302	S51° 58' 53.27"E
L30	104.996	S51° 38' 47.46"E
L31	101.289	S70° 29' 38.25"E
L32	103.552	S79° 12' 29.08"E
L33	100.073	S77° 43' 11.16"E

PROJECT SUMMARY TABLE	
NUMBER OF LOTS:	4
MIN. LOT SIZE:	1.00 AC
LF OF STREET:	5981 LF
RIGHT OF WAY ACRESAGE:	7.555 AC
TOTAL:	62789 AC





Dr. Richard M. Rhodes • President/CEO

Highland Business Center • 5930 Middle Fiskville Road • Austin, Texas 78752 • (512) 223.7000

[austincc.edu](http://austincc.edu)

[Ashley.Hermans@co.bastrop.tx.us](mailto:Ashley.Hermans@co.bastrop.tx.us)

December 9, 2016

Ashley Hermans  
Director of Animal Control  
Bastrop County Animal Control  
589 Cool Water Drive  
Bastrop, Texas 78602

Dear Ms. Hermans:

As Assistant Dean for Health Sciences, I am responsible for the educational affiliation agreements between Austin Community College District and the clinical facilities. Our clinical partners are essential to the success of our graduates and programs. The current agreement with Bastrop County Animal Control will expire on January 13, 2017. The original was signed by Paul Pape, County Judge on January 13, 2014. (*See Attached*)

We have enclosed a new Education Affiliation Agreement with the following changes:

- Page three (3), addition to Item 4.9
- Page three (3) added Item 4.11

Please review the document carefully. Upon your approval of the new agreement, please print and sign two (2) copies and return them to me. They will be signed by the appropriate individuals at the college and one (1) completed set will be returned to you for your records.

Should you have any questions or concerns, please contact me at (512) 223-5766 or via email at [nwalters@austincc.edu](mailto:nwalters@austincc.edu). Thank you for your continuing support of our health sciences programs.

Sincerely,

A handwritten signature in blue ink that reads "Nancy M. Walters". The signature is written in a cursive style with a large, looped "N" and "W".

Nancy Walters, RN, MSN  
Assistant Dean of Health Sciences

NW/mrs

Attached: Two

Please return to:  
Nancy Walters, RN MSN  
Assistant Dean of Health Sciences  
Austin Community College  
Eastview Campus  
3401 Webberville Road  
Austin, Texas 78702

EDUCATION AFFILIATION AGREEMENT

BETWEEN

**Bastrop County Animal Control  
589 Cool Water Drive  
Bastrop, Texas 78602**

≅

STATE OF TEXAS  
COUNTY OF TRAVIS

**Austin Community College District  
3401 Webberville Road  
Austin, Texas 78702**

1.01 AGREEMENT

**THIS AGREEMENT**, is entered into this 1 day of December, 2016 by and between the **Austin Community College District** (hereinafter referred to as the "COLLEGE"), and **Bastrop County Animal Control** (hereinafter referred to as the "FACILITY").

2.01 WITNESSETH

WHEREAS, the College provides clinical/practical education for students who have enrolled in the course of study, hereinafter referred to as the *Program or Programs designated in Attachment "A"*; and

WHEREAS, as part of the Program, the College desires that the student shall be provided with clinical/practical experiences, hereinafter referred to as the Clinical or Clinicals (*including, but not limited to, clinical training, internships, preceptorships, and field experience*) at the FACILITY; and

WHEREAS, the FACILITY is willing to provide facilities and necessary staffing for said Clinical;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree to the responsibilities as follows:

3.01 PROGRAM

3.1 In accordance with provisions of the Affiliation Agreement, the Facility shall designate an employee or staff member to serve as its liaison ("Liaison") and the College shall designate an academic department faculty or staff member to serve as its representative ("Representative") with regard to coordination and implementation of the Clinical and all communications related thereto.

- 3.2 Facility Liaison and College Representative will collaborate to design the Clinical, utilizing appropriate personnel, equipment, and facilities of Facility.
- a. The duration of the Clinical provided will be consistent with the curriculum requirements of the College and with the standards of the accrediting entity for the school or area of the College in which students are enrolled.
  - b. The Clinical will be reviewed periodically by the Facility Liaison and College Representative and, when appropriate, will be revised to meet the College curriculum requirements and the standards of the accrediting entity. In the event that the Program is revised, the Facility and the College shall collaborate to make any necessary modifications to documentation related to the Clinical.
  - c. The Clinical for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of College personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

4.01 COLLEGE OBLIGATIONS College shall:

- 4.1 Assure that all students selected for participation in the Program have satisfactorily completed all portions of the College curriculum that are a prerequisite for participation in the Program.
- 4.2 Develop criteria for the evaluation of the performance of College students participating in the Clinical and provide those criteria, with appropriate reporting forms, to the Facility personnel and College personnel who are responsible for supervising those students.
- 4.3 Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- 4.4 Inform all College students and College personnel participating in the Clinical that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of all federal, state, and municipal laws, ordinances and regulations, including but not limited to those regarding HIPAA, the confidentiality of information in records maintained by Facility and those related to safety and health of patients, students, and faculty.
- 4.5 Provide information requested by Facility related to students participating in the Clinical, unless prohibited by federal or state law.
- 4.6 Remove a student from the Facility when the Facility determines that the student has violated any law or ordinance or the rules and regulations of the Facility; has

disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

- 4.7 College agrees to maintain during the term of this Agreement professional liability of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate and general comprehensive liability insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (1,000,000) Annual Aggregate and One Million Dollars (1,000,000) Excess Liability Insurance.
- 4.8 Assure that all students assigned for Clinical have met, at a minimum, the immunization requirements established by the Texas Administrative Code, Title 25, Rule 97.64.
- 4.9 Assign to Clinical only students that have not been convicted of (including but not limited to) a felony, Medicaid fraud/abuse; excluded/suspended from participation in the Medicare or any Medicare program; convicted of abuse or neglect of patients/clients/customers; and are not registered sex offenders; and that have evidence of a negative ten-panel drug screen prior to the start of the initial clinical rotation.
- 4.10 Provide students with comprehensive infection control training, including blood borne pathogens, prior to rotation at the Facility.
- 4.11 Not place a student in a rotation at a clinical site where the student is currently employed by the Facility in the same department and/or under the same supervisor and where the ACC faculty is not continually onsite with the student.

5.0 FACILITY OBLIGATIONS. Facility shall:

- 5.1 Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Clinical.
- 5.2 Provide appropriate equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience-related activities and goals of Clinical.
- 5.3 Obtain and maintain all licenses required for Facility and assure that Facility personnel are appropriately licensed.
- 5.4 Assume sole responsibility for the quality of patient and client care.
- 5.5 Provide orientation sessions to inform College students and personnel concerning the rules, regulations, policies and procedures of Facility, particularly those related to HIPAA.

- 5.6 Permit representatives of the accrediting entity for the school or area of the College in which students participating in the Clinical are enrolled to have reasonable access to premises of the Facility for purposes related to the accreditation process.
- 5.7 Cooperate fully with the College in matters related to academic/clinical performance and student conduct related to the Clinical experience.

6.01 GENERAL PROVISIONS.

- 6.1 College students and personnel will be responsible for their own transportation, meals, laundry and health care while participating in the Clinical.
- 6.2 Facility shall not be charged for services performed by College students or faculty members.
- 6.3 Students and faculty of College participating in the Clinical are not employees of the Facility and shall not be entitled to Facility employee health benefits or other employee benefits. Facility shall provide first aid to students participating in the Clinical as necessary, at the students' expense.
- 6.4 Facility shall notify a College student or faculty member of any instance in which a Facility employee has been exposed to blood borne or airborne pathogens and the student or faculty member may have been exposed in the same instance. Such notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for any potential exposure. Each student and/or faculty member shall bear responsibility for notifying the College of any instance or potential exposure of which that student or faculty member has been notified by the Facility.
- 6.5 Each student and/or faculty member shall be responsible for all expenses and costs of health care treatment related to any exposure, injury, illness or disease occurring as a result of or during the student's or faculty member's participation in the Clinical.
- 6.6 The validity, interpretation, and enforcement of this Agreement and any Program Agreement shall be governed by the Law of the State of Texas.
- 6.7 This Affiliation Agreement constitutes the entire agreement between the parties with respect to the subject matter, and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect. No amendment to this Affiliation Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- 6.8 College and Facility will comply with applicable federal, state, and local laws, ordinances, and regulations, in the performance of this Affiliation Agreement.

- 6.9 The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- 6.10 This Affiliation Agreement shall become effective upon final execution and shall continue in effect for an initial period ending three (3) years after the date of final execution.
- 6.11 Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Clinical at the Facility at the time of notice of termination shall be given the opportunity to complete their Clinical, such completion not to exceed six (6) months.
- 6.12 All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested, to the parties as follows:

**Facility**

**College**

**Bastrop County Animal Control  
589 Cool Water Drive  
Bastrop, Texas 78602**

**Austin Community College District  
Health Sciences  
3401 Webberville Road  
Austin, TX 78702**

**ATTN: Director of Animal Control**

**ATTN: Assistant Dean Health Sciences**

Such notice shall be deemed given when received by the other party's designated representative.

- 6.13 To the extent as permitted by law and the Constitution of the State of Texas, College shall indemnify, defend and hold harmless the Facility from any and all liabilities, suits, claims or expenses caused by or resulting from the negligence, omissions, or intentional acts of the College, its agents, faculty, or employees pursuant to this Agreement. This provision notwithstanding, nothing herein shall be construed to limit or impair the College's rights and defenses available under the doctrine of sovereign immunity. The Facility shall indemnify, defend and hold harmless, the College, its agents, faculty, employees and students from any and all liabilities, expenses, attorney's fees, suits or claims for damages or injury caused by or resulting from the negligence omissions, or intentional acts of the Facility's personnel or that are caused in whole or in part by facility participating in this Clinical.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

**BASTROP COUNTY ANIMAL  
CONTROL**  
589 Cool Water Drive  
Bastrop, Texas 78602

**AUSTIN COMMUNITY COLLEGE  
DISTRICT**  
3401 Webberville Road  
Austin, Texas 78702

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Michael Midgley  
Vice President, Instruction

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Patricia Recek, RN, MSN  
Dean, Health Sciences

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Executed in two originals.

Revised 2-11-14

**ATTACHMENT "A"**

**List of Designated Programs (Course of Study)**

Continued Education/Health Professions Institute – Veterinary Assistant

Veterinary Technology

- \* When a preceptored learning experience is utilized by these Programs the assignment of the preceptor will be made by mutual agreement between the Program and the Facility. The use of preceptors for these programs will meet all the requirements of their respective Boards.



**ITEM 9**

**COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 12/27/2016**

**Discussion and possible action re: Request approval to dispose of surplus and salvage Bastrop County computers, electronics, electronic accessories and vehicles; Leon Scaife**

Dear Judge and Commissioners,  
The Bastrop County Purchasing Department is requesting the Commissioners' Court's approval to dispose of County surplus and Salvage inventory through the means of online auctioning, recycling, and or disposal.  
(See attached list)

Staff Recommends Approval:

<u>!</u>	<u>ITEM</u>	<u>DEPT</u>	<u>TAKEN OUT OF INV</u>	<u>QUANTITY</u>	<u>CURRENT LOCATION</u>	<u>NOTES</u>
	Copper			1 Pallets	Purchasing Storage	
	Condensors			1 Pallets	Purchasing Storage	
	Metal Barrels			8	Purchasing Storage	
	AC Units			2	Purchasing Storage	
	Traffic Barrels			7	Purchasing Storage	
	Misc Scap Metal			2 Pallets		

<u>ASSET</u>	<u>SN</u>	<u>ITEM</u>	<u>DEPT</u>	<u>TAKEN OUT OF INV</u>	<u>QNTY</u>	<u>CURRENT LOCATION</u>	<u>NOTES</u>
5596		Inspirion Laptop Computer	406	Yes	1	Purchasing Storage	
5718		Dell Optiplex GX 620	621	Yes	1	Purchasing Storage	
5797		Lattitude Laptop Computer	451	Yes	1	Purchasing Storage	
	6RV0TG1	OPTIPLEX 755			1	Purchasing Storage	
4833		Dell Precision 340	597	Yes	1	Purchasing Storage	
4988		DELL OPTIPLEX GX 260	597	Yes	1	Purchasing Storage	
6084		Dell Optiplex 745	597	Yes	1	Purchasing Storage	
	8XCQDQ1	Dell Optiplex 780		NA	1	Purchasing Storage	

<u>ASSET#</u>	<u>SN</u>	<u>ITEM</u>	<u>TAKEN</u> <u>OUT OF</u> <u>INV</u>	<u>QUANTITY</u>	<u>CURRENT LOCATION</u>
		Fujitsu Scanner FI 5120C	NA	1	Purchasing Storage
		Netgear Prosafe GS108P	NA	1	Purchasing Storage
		Brother Printer MFC-490CW	NA	1	Purchasing Storage
		Printer Microline 184	NA	1	Purchasing Storage
		D-Link Ethernet Switch	NA	1	Purchasing Storage
02WM43032738		Avaya IP400 Digital Station	NA	1	Purchasing Storage
07FC06501800		Avaya IP400 Digital Station	NA	1	Purchasing Storage
02WM7004682		Avaya IP400 Digital Station	NA	1	Purchasing Storage
		Dell Computer Monitors	NA	4	Purchasing Storage
		Computer Stand	NA	1	Purchasing Storage
		Adrian D-Link	NA	1	Purchasing Storage
		Cavium D-Link	NA	1	Purchasing Storage
7689	CNCCCC235K	HP COLOR LASER JET PRINTER	YES	1	Purchasing Storage
		Dell Computer Monitor	NA	1	Purchasing Storage
		Computer Stands (NIB)	NA	7	Purchasing Storage
		Microsoft Wizard Organizer	NA	1	Purchasing Storage

<u>ASSET</u>	<u>SN</u>	<u>ITEM</u>	<u>DEPT</u>	<u>TAKEN OUT OF INV</u>	<u>QNTY</u>	<u>CURRENT LOCATION</u>	<u>NOTES</u>
5971	1E026G90289	CUB CADETT RIDE ON MOWER	510	Yes	1	Purchasing Storage	
4668		2002 Freightliner	621	No	1	PCT 1	
4984		2004 Freightliner	621	No	1	PCT 1	
5154		John Deere Brush Cutter	621	No	1	PCT 1	
4982		Catapillar Roller	621	No	1	PCT 1	
4210		Catapillar D6 Dozer	621	No	1	PCT 1	
2060		Lincoln Welder Trl Mtd	621	No	1	PCT 1	
4484		Rhino Shredder	621	No	1	PCT 1	
4247		Rhino Shredder	621	No	1	PCT 1	
4667		2002 CPS Bottom Dump	621	No	1	PCT 1	Attached to 2004 Freightliner Tag#
4468		Broce Broom Street Sweeper	623	No	1	PCT3	

# ITEM 10

## COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 12/27/2016

**Discussion and possible action re:** Declare one (1) service firearm as surplus and authorize purchase by retiring Bastrop County Sheriff's Officer Lt. Mike Daniel, pursuant to Government Code 614.51, Peace Officers and Firefighters and Code of Criminal Procedure, Article 2.12; **Leon Scaife**

---

Judge and Commissioners,

Bastrop County Sheriff's Officer Lt. Mike Daniel is retiring and is asking for the Bastrop County Commissioners Court to consider allowing him to purchase his Bastrop County issued service weapon.

Government Code, Subchapter D, 614.051, allows an individual (as defined in the Code of Criminal Procedure Art. 2.12

(a) to purchase a firearm from a governmental entity if:

- (1) the individual was a peace officer commissioned by the entity;
- (2) the individual was honorably retired from the individual's commission by the entity;
- (3) the firearm had been previously issued to the individual by the entity and
- (4) the firearm is not a prohibited weapon under Section 46.05, Penal Code.

(b) An individual may purchase only one firearm from a governmental entity under this section

Asset Number / Inventory number (TAG)	Serial Number	Asset description	Original Purchase Date	Original Purchase Price	Current Asset Value
6757	UU638548	Sig Sauer P226	03/23/2009	\$586.20	\$350.00

Based on the age and condition of the firearm, the Purchasing Department is recommending a purchase price of \$350 plus tax. A purchase Affidavit from Lt. Mike Daniel will be attached to the final bill of sale. Final payment for the service weapon will be received by the Bastrop County Treasurer and deposited in the General Fund.

Staff recommends approval.

## ITEM 11

### COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 12/27/2016

**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 Pina 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 \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, 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. **CONTRACTOR** must take all reasonable or necessary steps to prevent damage to the right of way, Bastrop County real property 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 Eighty Thousand Three Hundred and Eleven Dollars and zero cents (**\$80,311.00**) 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 construction and installation of the new Precinct 1 modular office building.

*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

  
12-22-16  
Approved as to form only  
SBOT No. 07923050

## ITEM 12

### COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 12/27/2016

**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. Commissioner Pina 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 \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, 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, Bastrop County real property 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 Four Thousand Nine Hundred Seventy Four Dollars and sixty five cents (\$144,974.65)** 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 construction and installation of the new Precinct 1 Barn.

*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.*

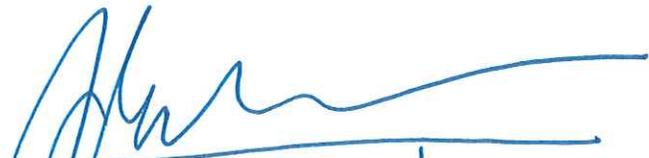
In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

*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

  
\_\_\_\_\_  
Approved as to form only  
SBOT No. 07923050

## ITEM 13

### COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 12/27/2016

**Discussion and possible action re: Request approval to Solicit Bids for Remote Automated Weather Stations for a federal grant awarded to Bastrop County; Leon Scaife**

Dear Judge and Commissioners:

Bastrop County was awarded a 100% federally funded grant through the Governor's Office for "Bastrop County fixed Site Sensors to Support Plume Modeling Capabilities". The amount of the award was \$74,641.16 and these funds are intended to purchase 3 fixed and 1 portable Remote Automated Weather Stations to be used in Bastrop County for Plum Modeling. The Purchasing Department is requesting an approval to solicit bids from vendors on these (RAWS) Remote Automated Weather Stations.

Staff recommends approval.

**COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 12/27/2016**

**Discussion and possible action re: Request approval to appoint a selection committee to review and score all Statements of Qualifications for the projects listed below; Leon Scaife**

Dear Judge and Commissioners:

I am also requesting the Commissioners Court's permission to select a group of Bastrop County employees for a selection committee that will review and score all Statements of Qualifications submitted for the projects listed below:

*RFQ 16BCP12B - Engineering Services - Stony Point Phase 7*

*RFQ 16BCP12C - Memorial Day 2015 - Professional Engineering Services*

*RFQ 16BCP12E - Professional Engineering Services – HMGP*

**RFQ Members Requested:**

Leon Scaife, Purchasing Agent

Carolyn Dill, Bastrop County Engineer

Rebecca Vick, Auditor's Office

And any other person(s) that the Bastrop County Commissioners Court recommends as a voting member of the selection committee.

Staff recommends approval.

**COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 12/27/2016**

**Discussion and possible action re: Request approval to appoint a selection committee to review and score all Proposals for the projects listed below;  
Leon Scaife**

Dear Judge and Commissioners:

I am also requesting the Commissioners Court's permission to select a group of Bastrop County employees for a selection committee that will review and score all Proposals submitted for the projects listed below:

*RFP 16BCP12A - Project Admin - Stony Point Phase 7*

*RFP 16BCP12D - Grant Administration Firm for Memorial Day 2016 Flood - HMA Grant Program*

**RFP Members Requested:**

Leon Scaife, Purchasing Agent

Representative from the Auditor's Office

James Gabriel, OEM

And any other person(s) that the Bastrop County Commissioners Court recommends as a voting member of the selection committee.

Staff recommends approval.

## ITEM 16

### COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 12/27/2016

**Discussion and possible action re: Request approval for County Judge to sign Service Agreement with Austin Spray Foam and Coatings, LLC for the installation of spray foam insulation at the Precinct 2 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 Austin Spray Foam and Coatings, LLC for the installation of spray foam insulation at the Precinct 2 Road and Bridge Barn. Commissioner Beckett requested to have a service company apply 2 inches of spray foam to the Precinct 2 Barn and Work Shop to help combat the excessive heat and cold for the Road and Bridge workers at the shop. Commissioner Beckett has approved the 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 SPRAY FOAM INSTALLATION ON TWO BUILDINGS FOR THE BASTROP COUNTY PRECINCT 2 ROAD AND BRIDGE BARN LOCATED AT 911 MLK DRIVE, SMITHVILLE, TX.**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the COUNTY OF BASTROP, TEXAS, (“**COUNTY**”), and Austin Spray Foam and Coatings, LLC (“**CONTRACTOR**”).

### **RECITALS:**

WHEREAS, the **COUNTY** desires to arrange for spray foam installation to the existing roof of their 40’x100’ Equipment Barn, and to the roof, walls/roll-up door to their 30’x40’ Mechanics Shop. The work will be performed at the County of Bastrop Precinct 2 Road and Bridge Barn located at 911 MLK Dr., Smithville, Texas. 78957.

WHEREAS, the **COUNTY** desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the installation of the spray foam insulation at the above mentioned location; and

WHEREAS, **CONTRACTOR** represents that it has the requested expertise and ability to complete this project and guarantees that **CONTRACTOR** is properly insured 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.*

**CONTRACTOR** agrees to furnish the following services:

- A. Install 2” of 2# Closed-Cell Spray Foam Insulation to roof of existing equipment barn (40’x 100’ space)
- B. Install 2” of 2# Closed-Cell Spray Foam Insulation to roof of existing Mechanics Shop (30x40Space).
- C. Install 2# Closed-Cell Spray Foam Insulation to walls/roll-up door of existing Mechanics Shop (30’x40’ Space)
- D. Provide all labor, materials, equipment and expenses necessary for the Spray Foam Insulation of Precinct Two’s Equipment Barn, and Mechanics Shop, and maintain all necessary insurance requirements and licenses, and coordinate all activities in conjunction with the Spray Foam Insulation of the said two buildings.
- E. Keep the premises in a safe condition and prevent any materials, structure, or excavation from

becoming an attractive nuisance throughout the duration of the construction and installation. This period begins once **CONTRACTOR** enters the property to begin installation and does not end until the **COUNTY** has been notified that the project has been completed and has been inspected and verified that the Spray Foam Project is complete.

F. Take all reasonable or necessary steps to prevent damage to the **COUNTY** property, 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.

G. Notify the Bastrop County Purchasing Department when the work is completed and arrange for an inspection of the property.

## *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 ten (10) 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 **Twelve Thousand Seven Hundred Sixty Nine Dollars (\$12,769.00)** 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

  
12-22-16  
Approved as to form only  
SBOT No. 07923050



**ITEM 17**

**COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 12/27/2016**

**Discussion and possible action re: Request approval for County Judge to sign Service Agreement with Basic IDIQ Construction for the remodel and finish out construction of the Precinct 4 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 Basic IDIQ Construction for the remodel and finish out construction of the newly purchased Precinct 4 Road and Bridge Barn. Commissioner Snowden has approved the final scope of work and 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 REMODEL OF THE NEW PRECINCT 4 ROAD AND BRIDGE/BARN LOCATED AT 1133 DILDY DRIVE DRIVE, ELGIN, TX 78602.**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the COUNTY OF BASTROP, TEXAS, (“**COUNTY**”), and BASIC IDIQ CONSTRUCTION. (“**CONTRACTOR**”).

### **RECITALS:**

WHEREAS, the **COUNTY** desires to arrange for the remodel of their existing road and bridge barn. The work will be performed at the County of Bastrop Precinct 4 Road and Bridge Barn located at 1133 Dildy Drive, Elgin Texas. 78621.

WHEREAS, the **COUNTY** desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the remodel of the Precinct 4 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 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 remodel of the Precinct 4 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 4 Building Remodel. **CONTRACTOR** must take all reasonable or necessary steps to prevent damage to the right of way, Bastrop County real property 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 Sixty (60) 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.

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 Six Thousand Three Hundred Seventy Dollars and Forty Five Cents (\$146,370.45)** 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 remodel and

finish out of the Precinct 4 Road and Bridge Barn.

*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

 12-22-16  
Approved as to form only.  
SBOT 07923050

# ITEM CA4



## 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.us](mailto:sonia.thomas@co.bastrop.tx.us)

TO: Members of the Bastrop County Commissioners Court

FROM: Sonia Thomas

DATE: December 20, 2016

RE: Discussion and possible action regarding the Amending Plat of Lot 46 and Portion of Lot 47, Thousand Oaks; Owners: Perfecto Rodriguez & Victoria Rodriguez; Engineer & Surveyor: CivilCorp Engineers & Surveyors; Precinct 3; Sonia Thomas

The property owners are applying to combine Lot 46 and portion of Lot 47 into one lot on Elm Forest Loop.

The approval of an amending plat is a discretionary act for the Commissioners Court according to Section 212.016 of the Local Government Code and as adopted in the Bastrop County Subdivision Regulations.

Attachment: Final Plat



**BASTROP COUNTY**  
Conservation Agreement



I. PURPOSE:

In signing this Conservation Agreement, Rick Blakely (hereinafter referred to as Participant), address 488 Kelley Rd., Bastrop, TX 78602, phone 512-718-0070, email rbinaustin@gmail.com, joins with Bastrop County (hereinafter referred to as BC) in a program to restore, establish, or enhance habitat for the endangered Houston toad (*Bufo houstonensis*), as well as benefit other resident and migratory wildlife species in the 124,000-acre Plan Area covered under the County's Lost Pines Habitat Conservation Plan. The Participant agrees to personally carry out wildlife habitat improvements with financial or material support as described in the attached Conservation Plan (**Attachment A**) which is hereby incorporated and made a part of this Conservation Agreement. The furnishing of supplies or equipment, or direct payments from BC to the Participant and/or an independent contractor, as applicable, for carrying out the improvements, are specifically included in the Conservation Plan.

II. PROJECT LOCATION:

The location in which habitat improvements are to occur is in Bastrop County, Texas, as shown on the attached Project Map (**Attachment B**): North Latitude 30°9'14.4331" and West Longitude 97°14'4.0349". These coordinates represent the approximate center of the 14.421-acre project site.

III. RESPECTIVE RESPONSIBILITIES OF THE PARTIES:

In addition to the specific tasks and contributions to this effort as identified in Conservation Plan hereof, the parties further agree as follows:

A. Bastrop County:

1. Does not assume any responsibility over the Project Site covered by this Conservation Agreement. The Conservation Agreement grants a non-possessory right to BC. Nothing in this Conservation Agreement shall be construed to create any obligation on the part of BC to perform any management activities with respect to the Project Site or Conservation Plan. Except as provided below, nothing in this Conservation Agreement shall create any lien, easement, or other interest in the Project Site in favor of BC
2. Assumes no liability for bodily injury, personal or property damage except that resulting from its own negligence on the Project Site.
3. Does not guarantee the success of the project, nor is any representation or warranty made or implied as to the results obtained versus those desired, including effects on any species and/or the Project Site. BC shall not be responsible for the costs of any corrective work if the project fails to meet the objectives of Participant. BC, which includes but is not limited to elected officials, employees, and/or contractors, shall not be liable for any work performed. The Participant shall indemnify and hold harmless BC, and their respective elected officials, employees, and/or contractors from any loss, cost,

liability, and expense, including reasonable attorneys' fees and expenses, arising out of any activity undertaken by Participant or BC in connection with the project.

4. Is not responsible and will not be held liable in any way to restore the Project Site to "prior condition," as specified in Attachment A, Number 2, upon termination or expiration of this Conservation Agreement. "Prior condition" is the circumstance or physical characteristics of the Project Site prior to the implementation of the project.
5. Agrees to provide technical advice and assistance in obtaining permits that may be required for the Participant to fulfill the terms of this Conservation Agreement; provided, however, that BC has no obligation to expend any funds beyond those identified in this Agreement.

B. The Participant:

1. Retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims for the project area.
2. Guarantees ownership of the above-described site and warrants that there are no outstanding rights that interfere with this Conservation Agreement. A change of ownership shall not change the terms of this Conservation Agreement, which shall remain in effect on the described Project Site for the duration of the period specified in Section IV. The Participant agrees to notify BC of planned or pending changes of ownership at least 30 days in advance.
3. Agrees to allow BC personnel or contractors access to complete a *Contaminants Screening Assessment (Attachment C)* for the Project Site.
4. Agrees to allow BC personnel or its contractors reasonable access to the Project Site, upon prior notification by BC, for implementation of habitat improvements and to inspect work completed. Any work related to the project that is performed by Participant as work-in-kind must be inspected and approved by BC or its contractors. Any work related to the project that is performed by Participant as work in-kind must conform to the requirements of BC. The Participant shall not be liable for injury to any employee or representative of BC during any visit to the Project Site under this paragraph, unless such injury is the result of Participant's negligence or intentional actions.
5. Agrees to immediately cease all work and contact the BC Project Officer identified in Section V.A. should an archeological or cultural resource site be suspected, identified, or encountered while implementing wildlife habitat improvements on the Project Site.
6. Assumes sole and complete responsibility and liability for all wildlife habitat improvements necessary to fulfill the goals of this Conservation Agreement. This includes, but is not limited to, direct or indirect impacts and damages to wildlife, threatened and endangered species, land use, water quality, air quality, local economy, cultural resources, and the human environment. The Participant agrees to abide by all local, state, and federal laws, regulations, and restrictions governing the use of any wildlife habitat improvement and shall obtain all the essential and required permits and licenses for implementing wildlife habitat improvements, necessary to fulfill the terms of this Conservation Agreement.
7. Releases BC of any and all responsibility for the site, conservation practices, and/or conservation measures other than the right of periodic inspection to assure compliance with the plan.
8. Shall take an active role in management and oversight of the implementation of the project, including being present during key stages of the project and providing direction to the project manager as to preferences regarding treatment practices and other aspects of the project.
9. Agrees to obtain and maintain incidental take coverage through participation in Bastrop

County's LPHCP throughout the term of this agreement.

10. Agrees to complete the work identified in the Conservation Plan no later than 1 year from the date of last signature on the Conservation Agreement and maintain said improvements for an additional 10 years beyond the completion date.
11. Release BC from all liability for bodily injury, personal or property damage except that resulting from BC's own negligence on the Project Site.
12. Agrees to adopt and implement changes to the Conservation Plan recommended by BC so long as the recommended changes do not require Participant to expend new, additional funds.

IV. TERM OF THIS AGREEMENT:

- A. The work identified in the Conservation Plan will be completed no later than 1-year from the date of last signature below. This Conservation Agreement shall be in effect for an additional 10-years beginning on the date in which the work identified in the Conservation Plan is completed, unless terminated earlier in accordance with Section VII, Termination Provisions, as set forth below. The provisions of this Conservation Agreement shall run with the property and shall be binding on Participant, its successors and assigns.
- B. If the work cannot be completed by the date specified, a request for extension must be received by BC Project Officer (specified in Section V.A.) 30 days prior to the established completion date. If an extension is approved, an amendment to the Conservation Agreement will be issued by BC.
- C. At the end of the Conservation Agreement's term, the habitat improvements become the property of the Participant.
- D. No obligation of any of the parties of this Conservation Agreement shall be in effect after the term of this Conservation Agreement has expired.

V. ADMINISTRATIVE MATTERS:

- A. For all matters pertaining to this Conservation Agreement, including but not limited to coordination with the Participant and acceptance of work accomplished, BC designates the following named individual as the Project Officer:

Colton Stabeno, LPHCP Administrator (or Successor or Assignee)  
804 Pecan Street  
Bastrop, Texas 78602  
512-332-7284

- B. Notices to Participant shall be sent by regular mail, certified mail or email to:

Rick Blakely  
488 Kelley Rd.  
Bastrop, TX 78602  
512-718-0070  
rbinaustin@gmail.com

- C. If BC obligates funds under this Conservation Agreement for reimbursement and/or payment to the Participant and/or an independent contractor for performance of the requirements defined in the Conservation Plan, the Participant and/or contractor shall submit an invoice with supporting receipts, as applicable, to claim reimbursement/payment to the BC Project Officer specified in Section V.A. Reimbursement and/or payment shall be made within 30 days following completion of the agreed upon habitat improvement works and acceptance of the performed work by BC.
- D. This Conservation Agreement may be modified at any time by mutual written consent of the parties. Notices given to either party under this Conservation Agreement shall be sent by regular mail, certified mail or email to the appropriate party specified in Section V.A. and Section V.B.
- E. No real estate partnership, joint venture or any other type of fiduciary is created by this Conservation Agreement.
- F. The participant shall remain free to sell, lease, mortgage, bequeath, or otherwise dispose of the Project Site as the Participant at his/her sole discretion shall choose.
- G. Time is of the essence in the performance of all obligations under this agreement.
- H. The obligations and restrictions placed on the Project Site are in the nature of a restrictive covenant.

VI. PROJECT DESCRIPTION:

The effort to be accomplished is set forth in the Conservation Plan, Attachment A, incorporated herein as attached.

VII. TERMINATION PROVISIONS:

Either party upon 30 days advance written notice to the other party may terminate this Conservation Agreement. If the Participant terminates this Conservation Agreement prior to expiration of its term or fails to maintain the habitat improvements, the Participant will reimburse BC within 30 days of the request from BC for the cost of the habitat improvements on a pro-rata basis. If this agreement is terminated by BC, at its option, BC may remove any habitat improvements placed on the enrolled lands.

VIII. MEMORANDUM OF AGREEMENT

The Parties shall concurrently execute and record a Memorandum of Agreement regarding this Agreement, substantially similar to the form attached hereto as **Attachment D**.

IN WITNESS WHEREOF, the parties hereto have caused this Bastrop County Conservation Agreement to be executed as of the date of the last signature below.

---

**Rick Blakely**

---

**Paul Pape, Bastrop County Judge**

---

**Date**

---

**Date**

ATTACHMENT A

**CONSERVATION PLAN**

1. Purpose:

Work planned under this restoration agreement is to restore, establish, or enhance habitat for the endangered Houston toad (*Bufo houstonensis*), as well to benefit other resident and migratory wildlife species in the 124,000-acre Plan Area covered under Bastrop County's Lost Pines Habitat Conservation Plan.

2. Prior Condition:

The 14.41 acre property was burned in the 2011 Bastrop County Complex Fire. Now 5 years removed from the wildfire, yaupon is growing back aggressively. Approximately 70% of the soils on the property consist of gravelly fine sandy loam, with the remainder being fine sandy loam.

The landowners have been actively removing eastern red cedar and yaupon from the property over the course of the last several years. Over time, these efforts will yield regrowth of loblolly pine and post oak, as well as increase the vegetative diversity of the understory.

3. Planned Actions:

This project involves mechanical understory on approximately 5 acres of land. Yaupon removal will be the primary focus of this grant, which will be creating a more favorable habitat for wildlife.

Many questions remain unanswered regarding the life history, biology and ecology of the Houston toad, and the short- and long-term effects of management practices on the species and its habitat. As such, the incorporation of new information into flexible management plans, referred to as adaptive management, helps reduce uncertainty in natural resource management. Throughout the course of this Conservation Agreement, regular monitoring will be conducted by BC to evaluate the success of the actions implemented. Appropriate changes in maintaining the Planned Actions may be required as a result of the adaptive management process.

4. Contributions of Parties:

Bastrop County (BC) agrees to:

- a. Obligate \$1,250.00 for wildlife habitat improvement work on the Participant's project. These funds will be used for mechanical understory thinning.
- b. Provide technical advice and assistance in obtaining permits that may be required to fulfill the terms of this Conservation Agreement.
- c. Monitor the success of habitat improvement measures annually for a period of 10-years after completion of the improvement work.

The Participant agrees to:

- a. Implement and/or provide access to BC or independent contractors, as applicable, to implement the habitat improvement work that is specified in Section 4.a. above.
- b. Provide a minimum 50% project cost-share (funds, materials, labor, and/or in-kind services) to be used for the wildlife habitat improvement work, as specified in Section 4.a. above.

5. Estimated Cost:

Habitat Improvements	Improvement Cost	Participant Cost-share	BC Cost-share
Understory thinning	\$2,500	\$1,250	\$1,250
<b>TOTALS</b>	<b>\$2,500</b>	<b>\$1,250</b>	<b>\$1,250</b>

6. Work Schedule:

The wildlife habitat improvements shall be completed no later than 1-year from the date of last signature on the Conservation Agreement and maintained for an additional 10 years beyond the completion date. As specified in Section V.C., reimbursement and/or payment shall be made within 30 days following completion of the agreed upon habitat improvement work and acceptance of the performed work by BC.

7. Habitat and Population Monitoring and Reporting:

BC retains full responsibility for the monitoring and reporting of habitat conditions on the project site subject to the terms of this Conservation Agreement. Habitat monitoring will occur no less than once a year, and may be assigned to a third party acceptable to BC.

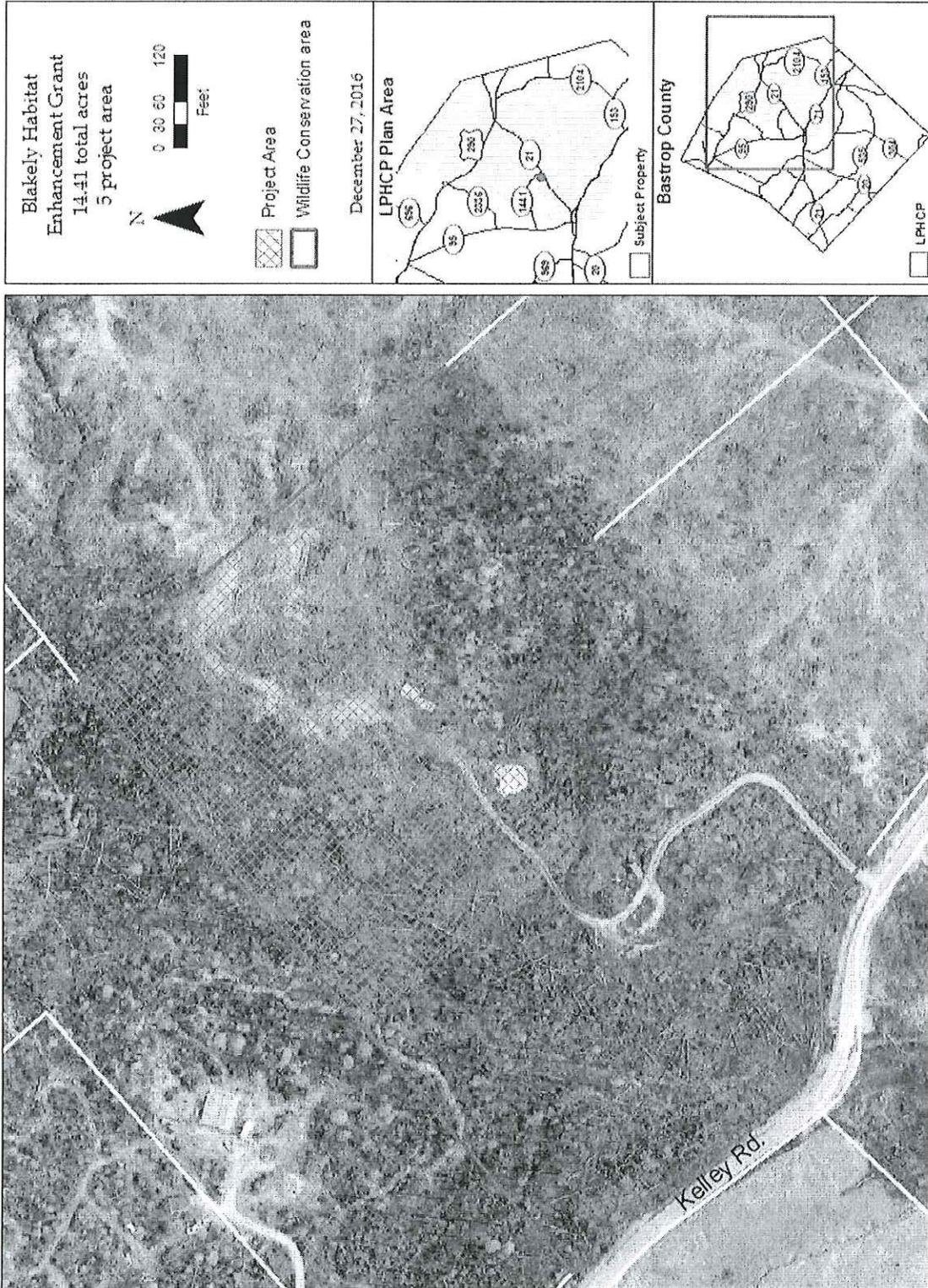
\_\_\_\_\_  
Rick Blakely

\_\_\_\_\_  
Colton Stabeno, LPHCP Administrator  
Bastrop County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT B



Blakely Habitat  
Enhancement Grant  
14.41 total acres  
5 project area

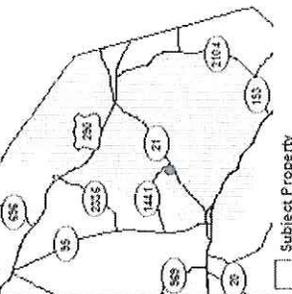
N

0 30 60 120  
Feet

-  Project Area
-  Wildlife Conservation area

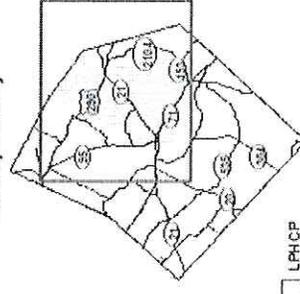
December 27, 2016

LPHCP Plan Area



Subject Property

Bastrop County



LPHCP

Bastrop County provides this map as is and assumes no liability for its completeness or accuracy. Information shown on this map is derived from public records and is for informational purposes only. This product is for informational purposes and is not intended for use in any legal proceeding. It does not represent and does not constitute an offer of insurance or any other financial product. The applicant remains the owner of property boundaries.

ATTACHMENT C

**CONTAMINANTS SCREENING ASSESSMENT**

**INSTRUCTIONS:** Check for each category. Explain separately, on the back of page, where something other than "None" or "No" is checked.

A.	Present Site Use	On-site	Nearby	None
1.	Dumping areas containing drums or containers and/or household, farm, or industrial debris.			X
2.	Storage tanks containing petroleum products, pesticides, etc.			X
3.	Buildings with chemical storage or equipment.			X
4.	Equipment parking, repairing, or staging areas.			X
5.	Areas of sterile, bare, stained or discolored ground.			X
6.	Sterile water bodies or water bodies containing oil slicks or unusual water color.			X
7.	Chemical spray operation bases.			X
8.	Air strips.			X
9.	Areas of oil seeps.			X
10.	Petroleum pipelines or production facilities.			X
11.	Areas with unusual chemical odors.			X
12.	Other potential sources of contaminants.			X

B.	Past Site Use	Yes	No
1.	Air Strips.		X
2.	Rail Lines.		X
3.	Manufacturing Facilities.		X
4.	Power Stations.		X
5.	Petroleum Production Facilities.		X
6.	Recycling Facilities.		X
7.	Military Facilities.	X	
8.	Lumber Treatment Facilities.		X

C.	Adjacent/Upstream Site Use	Yes	No
1.	Air Strips.		X
2.	Rail Lines.		X
3.	Manufacturing Facilities.		X
4.	Power Stations.		X
5.	Petroleum Production Facilities.		X
6.	Recycling Facilities.		X
7.	Military Facilities.	X	
8.	Lumber Treatment Facilities.		X

\_\_\_\_\_  
Rick Blakely

\_\_\_\_\_  
Colton Stabeno, LPHCP Administrator  
Bastrop County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT D

**MEMORANDUM OF CONSERVATION AGREEMENT**

This Memorandum of Agreement is entered into by and between Rick Blakely, whose address is 488 Kelley Road, Bastrop, TX 78602 (hereinafter referred to as “**Owner**”) and Bastrop County, a political subdivision of the State of Texas whose address is 804 Pecan Street, Bastrop, Texas 78602 (the “**County**”).

1. County and Owner entered into a Conservation Agreement (“**Agreement**”) on December 27, 2016, for the purposes stated in the Agreement.
2. The property subject to the Agreement (the “**Property**”) is described in **Exhibit A** annexed hereto.
3. The Agreement sets forth: (a) the obligations of Owner to implement certain conservation actions for the benefit of the Houston toad by specific deadlines; (b) the obligations of the Owner to maintain such conservation actions for a period of at least ten years from the completion of the conservation actions; (c) other obligations of the parties thereto regarding conservation actions on the Property; (d) the obligations set forth in the Agreement run with the Property.

*[Remainder of page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF the parties have executed this Memorandum of Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Participants:**

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

Printed Name: Rick Blakely

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

**Bastrop County:**

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

Printed Name: Paul Pape, County Judge

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

ACKNOWLEDGMENTS

Participants:

This instrument was acknowledged before me by Rick Blakely on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

\_\_\_\_\_

Printed Name of Notary

My Commission Expires: \_\_\_\_\_

Bastrop County:

This instrument was acknowledged before me by Paul Pape on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

\_\_\_\_\_

Printed Name of Notary

My Commission Expires: \_\_\_\_\_

Exhibit A

14.421 acres being KC Estates Section 3, Lots 107 and 108, a subdivision in Bastrop County, Texas, of record in Cabinet 1, Page 137-A, Plat Records of Bastrop County, Texas, and 4.410 acres out of the Bastrop Town Tract, Abstract No. 11 in Bastrop County, Texas, and being more particularly described by metes and bounds in that one certain deed recorded at Volume 1093, Page 817, Official Public Records of Bastrop County, Texas.