

AGENDA 27

Consider approving resolution with TxDOT for Transportation Enhancement Project named Williamson County Cross-County Heritage Trail.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve resolution with TxDOT for Transportation Enhancement Project, named Williamson County Cross-County Heritage Trail.

Vote: Motion carried 5 – 0

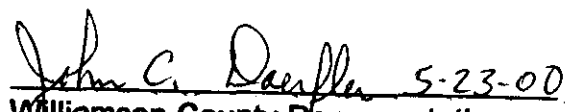
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CSJ: 0914-05-107
Williamson County
Williamson County Cross County Heritage Trail

Patsy Warren - TxDOT Austin District

Pursuant to 43 TAC 15.52(8)(B), the local government, Williamson County requests TxDOT approval to assume the responsibility for bid opening, construction, and construction management for the specific project designated above.

The County of Williamson will commit in the project advance funding agreement to comply with all federal, state and department requirements and will agree to forfeit any claim to federal and/or state reimbursement if we are not in compliance.


Williamson County Representative
John C. Doerfler, County Judge

RESOLUTION NO. _____

**RESOLUTION OF WILLIAMSON COUNTY TO ENTER
INTO AN AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION
FOR A TRANSPORTATION ENHANCEMENT PROJECT NAMED
WILLIAMSON COUNTY CROSS-COUNTY HERITAGE TRAIL**

WHEREAS, the County of Williamson prepared and submitted to the State a nomination form for consideration under the Statewide Transportation Enhancement Program; and

WHEREAS, the County of Williamson agrees to comply with certain federal and state laws as outlined in 23 CFR 172 for the design phase and 23 CFR 635 for the construction phase of the project; and

WHEREAS, the County of Williamson agrees to comply with all other federal and state laws as outlined in "ADVANCED FUNDING AGREEMENT for a TRANSPORTATION ENHANCEMENT PROJECT" executed by the County of Williamson and the Texas Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the County of Williamson enters into an agreement with the Texas Department of Transportation through their Transportation Enhancement Program and adopts 23 CFR 172 and 23 CFR 635 as their procedures for the design and construction phases, respectively, for the purpose of initiating the Williamson County Cross-County Heritage Trail project.

RESOLVED this the 23rd day of May, 2000

John C. Daerflin 5-23-00

CSJ: 0914-05-107
 Project: STP 00(534)TE
 County: Williamson

STATE OF TEXAS §
 COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For a TRANSPORTATION ENHANCEMENT PROJECT

This Advance Funding Agreement for a transportation enhancement project (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Williamson County, acting by and through its duly authorized officials hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Local Government prepared and submitted to the State a nomination form for consideration under the Statewide Transportation Enhancement Program for the project which is briefly described as the Williamson County Cross-County Heritage Trail, hereinafter called the Project; and

WHEREAS, the Intermodal Surface Transportation and Efficiency Act of 1991 (ISTEA) and the Transportation Equity Act for the 21st Century (TEA-21) codified under Title 23 U.S.C. Section 101 et seq., authorize transportation programs to meet the challenges of protecting and enhancing communities and the natural environment and advancing the nation's economic growth and competitiveness; and

WHEREAS, ISTEA and TEA-21 establish federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 108065 awarding funding for projects in the 1999 Program Call of the Statewide Transportation Enhancement Program, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Statewide Transportation Enhancement Program are established in 43 TAC Sections 11.200 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the respective agreements fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This agreement may be terminated by any of the following conditions:

- by mutual written consent and agreement of all parties.
- by any party with 90 days written notice
- by either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party

A. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State under this Agreement. If the potential termination of the Agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

B. If the Local Government withdraws from the Project after this Agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.

C. A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A Project may be eliminated from the program, and this Agreement terminated, if:

- i. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §11.200 et seq.
- ii. The implementation of the Project would involve significant deviation from the activities as proposed in the nomination form.
- iii. The Local Government withdraws from participation in the Project.
- iv. The Project is not implemented within a reasonable time, as determined by the State in consultation with the Local Government. In absence of information suggesting that a shorter or longer period is appropriate, three years or less from the date of inclusion in the Statewide Transportation Improvement Plan (STIP) will be presumed to be a reasonable time.
- v. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. Amendments

This Agreement may be amended due to changes in the work or amount of funding required to complete the Project or other material, required changes in the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work

The scope of work for the Project, as described in the nomination form and as approved by the Texas Transportation Commission, consists of constructing a multi-use trail at the Bagdad Heritage Trail Crossing (Williamson County Cross-County Heritage Trail).

5. Right of Way and Real Property Acquisition

Right-of-way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of a project site under a local project advance funding agreement (LPAFA), the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced

person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

- A. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it must be provided by a non-governmental entity and cannot be donated by a federal, state or local government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the State's issuance of a letter of funding authority.
- C. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government as permanent records.
- D. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- E. Condemnation shall not be used to acquire real property for this enhancement Project.

- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

6. Utilities

If the required right of way encroaches upon existing utilities and the proposed project requires their adjustment, removal or relocation, the Local Government will be responsible for determining the scope of utility work and notify the appropriate utility company to schedule adjustments.

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. This may include, but is not limited to: 43 TAC §15.55 relating to Construction Cost Participation; 43 TAC §21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities; and, 43 TAC§ 21.31 et seq. relating to Utility Accommodation. The Local Government will be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the project, unless this work is provided by the owners of the utility facilities:

- a. per agreement; or
- b. per all applicable statutes or rules.

Prior to letting a construction contract for a local project, a utility certification must be made available to the State upon request stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

7. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government shall coordinate all environmental documentation through Mr. Mike Walker, Austin District Environmental Coordinator, TxDOT, 512/832-7168.
- B. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project.
- C. The Local Government is responsible for the cost of any environmental mitigation and remediation associated with the development and implementation of the project.
- D. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- E. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.
- F. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the nominating form and approved by the State.

Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this Master Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

- A. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's *Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites* and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the two AASHTO publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.
- B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval by issuance of a letter of authority.
- C. The Local Government shall submit to the State all documentation relating to authorized costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed eighty percent (80%) of the eligible authorized costs.

10. Construction Responsibilities

- A. Upon approval by the State the Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
- C. After the Local Government determines a low bidder, the Local Government shall transmit a copy of each bid, bid bond and a letter of award or rejection for State concurrence prior to further action.

D. All contract change orders must be approved by the State.

E. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Part B.

Any field changes, supplemental agreements or revisions to the design plans which may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years, unless otherwise specified in a municipal maintenance agreement or multiple use agreement executed by both parties. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this agreement.

12. Local Project Sources and Uses of Funds

- A. Project Cost Estimate: A Project Cost Estimate and Payment Schedule is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, utilities, environmental assessments and remediation, architectural and engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the nomination form approved by the Texas Transportation Commission. Costs may be shifted between work categories after receiving written approval from the State.
- B. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and dollar amounts to be contributed to the Project by federal, state, and local sources.

- C. The Local Government will be responsible for all non-federal participation costs associated with the Project, including any overruns in excess of the Project cost estimate and any operating or maintenance expenses. Donations made by a non-governmental organization of real property, cash, materials, and services required for the development of the Project may be eligible to count towards the local funding share of a project as in-kind contributions. In order to be considered as an eligible in-kind contribution, donations must be made by a non-governmental organization. The value of the donated contributions of real property, materials, or services will be based on fair market value. In-kind donations of services are limited to preparation of plans, specifications and estimates, and may account for no more than ten percent (10%) of the allowable Project's cost. The remaining balance of the local contribution shall be in cash, donated real property or materials. The Local Government may also provide services or materials to reduce the overall cost of a Project, but it will not be considered as an in-kind contribution. Donations of real property must be from private ownership to public ownership for Project purposes.
- D. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed eighty percent (80%) of the actual cost of the work up to the amount of funds approved for the Project by the Texas Transportation Commission. Federal funds will be reimbursed on a cost basis. Project cost incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed, are not eligible for reimbursement.
- E. Following execution of this LPAFA, but prior to the performance of any review work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" to cover the estimated cost for the State's review and coordination work with the local government. The Local Government shall advance to the State a minimum of 2% of the identified administrative expenses. The estimated amount of the advance for this Project is \$4,758.00. Any additional costs required for State administration of the Project will be requested after completion of the project and a state audit.
- F. N/A
- G. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

- I. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The State will not execute the contract for the construction of a local project until the required funding has been made available by the Local Government in accordance with this Agreement.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

State: William C. Garbade, P.E.
Austin District Engineer
P. O. Drawer 15426
Austin, Texas 78761-5426

Local Government: Judge John C. Doerfler
Williamson County
710 Main St., Suite 201
Georgetown, Texas 78626

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

15. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

17. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

18. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

19. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

20. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

21. Inspection of Books and Records

The parties to the agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their

duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

22. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

26. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

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

Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Signatory Warranty.

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

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: Williamson County
John C. Daefler

Title: County Judge

Date: 5-23-00

THE STATE OF TEXAS

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

By: _____
Jennifer D. Soldano, Director
Contract Services Office

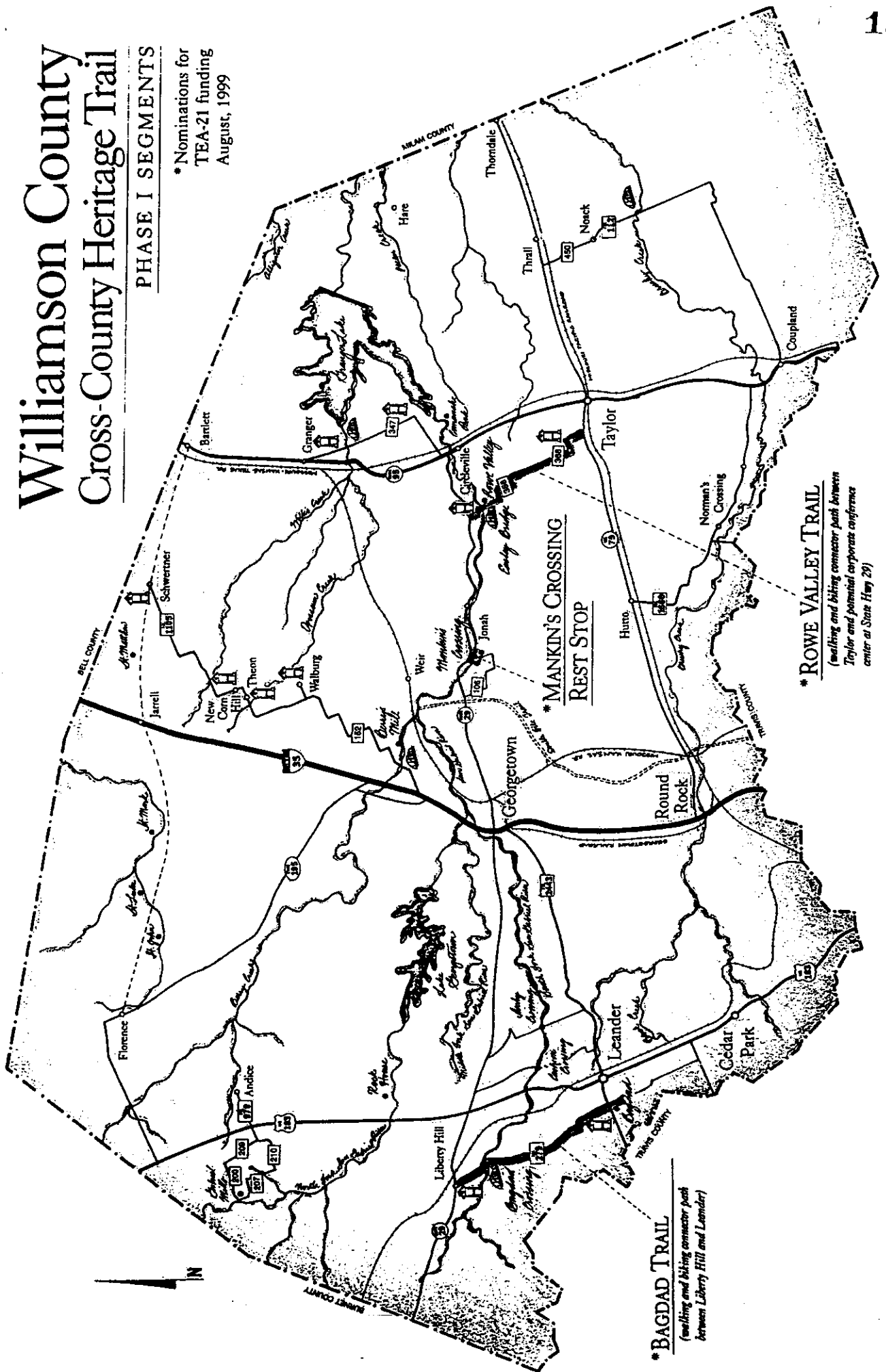
Date: _____

**ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA (Approve entering into an agreement with the State)**

Williamson County Cross-County Heritage Trail

PHASE I SEGMENTS

* Nominations for
TEA-21 funding
August, 1999



ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

SOURCE OF FUNDS REQUESTED

Total Itemized Budget (from page 1)	1. \$ 1,189,500.00
In-Kind Contributions (If applicable):	
Real Property	\$ 0.00
Cash	\$ 0.00
Materials	\$ 0.00
Services	\$ 0.00
Total In-Kind Contributions	2. \$ 0.00
Subtotal Value of Project (Line 1 + Line 2)	3. \$ 1,189,500.00
Administrative Expenses (20% of line 3)	4. \$ 237,900.00*
Total Value of Project (Line 3 + Line 4)	5. \$ 1,427,400.00
Local Match:	
42% of Total Value of Projects (Line 5)	6. \$ 599,508.00
Less In-Kind Contributions (Line 2)	7. \$ 0.00
Local Match (Line 6 less Line 7)	8. \$ 599,508.00
Federal Funds Requested (58% of Line 5)	9. \$ 827,892.00

*Initial estimated administrative costs are \$4,758.00 – additional monies may be required after an audit of the completed project.

AGENDA 28

Discuss and take appropriate action concerning adoption of county-wide Hazardous Communication Policy.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve adoption of revised Williamson County Hazard Communication Act (THCA) of 1993.

Vote: Motion carried 5 – 0

< Clerk copy here >

approved 5.23.00
John C. Daugherty

**Williamson County
Hazard Communication Program Policy
Under Revised Texas Hazard Communication Act (THCA) of 1993**

PURPOSE: This program has been prepared to comply with the requirements of the Texas Department of Health to insure that information is available for safe use, handling and storage of hazardous chemicals, guidelines on identification of chemical hazards and the preparation and proper use of container labels, placards and other types of warning devices.

A. WORKPLACE CHEMICAL LIST

I. For the purpose of worker right-to-know, this County will make sure that applicable departments shall compile and maintain a workplace chemical list that contains the following information for each hazardous chemical normally present in the workplace facility in excess of 55 gallons or 500 pounds or in excess of an amount that the Texas Hazard Communications Board determines by the rule of certain highly toxic or dangerous chemicals:

A. the identity used on the MSDS and container label; and

B. the location of the facility in which the hazardous chemical is normally present.

II. The applicable departments shall update the workplace chemical list as necessary, but at least on an annual basis. Each workplace chemical list shall be dated and signed by the person responsible for compiling the information.

III. A workplace chemical list shall be prepared for each facility of the applicable department and must be readily available to employees. All employees shall be made aware of the workplace chemical list before working with or in a work area containing hazardous chemicals.

IV. The applicable department shall maintain a workplace chemical list for at least 30 years. The department shall also send complete records to the Texas Hazard Communication Director if the department ceases to operate.

B. MATERIAL SAFETY DATA SHEETS (MSDS)

I. A chemical manufacturer or distributor shall provide appropriate MSDS to departments with each initial shipment and with the first shipment after an MSDS is updated.

II. MSDS for all hazardous chemicals used by this County department's facilities shall be maintained in an MSDS book at the facility where the chemical is used. MSDS shall be made available to all employees.

III. As new chemicals are brought into the workplace, their MSDS shall be added to the existing MSDS book at the facility they are brought to. This is to ensure that a complete MSDS is on hand for each chemical an employee may be exposed to at that facility. If the applicable department does not receive a current MSDS on a chemical brought into the workplace, then a request shall be made to the chemical manufacturer or distributor in a timely manner to obtain a current MSDS.

IV. A copy of an MSDS maintained by the departments shall be provided to the Texas Hazard Communications Director upon request.

C. CONTAINER LABELING

I. All chemicals on site shall be stored in their original or approved containers with a proper label attached, except small quantities for immediate use. Any container not properly labeled shall be made aware to the immediate supervisor for proper labeling or disposal.

II. Employees may dispense chemicals from their original containers only in small quantities intended for immediate use. Any chemical left after work in a temporary container must be returned to the original container or to the immediate supervisor for proper handling.

III. The department head will insure that each container is labeled with the identity of the hazardous chemical contained, any appropriate physical and health hazards, and the manufacturer's name and address.

D. EMPLOYEE TRAINING

I. Training shall be furnished on an as-needed basis to all Williamson County employees who use or handle hazardous chemicals; new or newly assigned employees to be briefed prior to working with, or who are assigned to a work area containing hazardous chemicals.

II. The level of training will be of the basic and general nature. One individual in the applicable department shall be designated responsible for administering training for all department employees.

III. Training will be provided through various means:

- A. Oral Briefing**
- B. Hands-on Instruction**
- C. Audio-visual Presentation**
- D. Written Tests**

IV. Elements contained in the training program may include:

- A. Verbal presentation by trainer to include the purpose and applicability of the THCA.**
- B. Examples of Material Safety Data Sheets (MSDS) to be reviewed with explanation of use, interpretation, and how to obtain. Actual MSDS Book may be shown to employees and information provided on location of books at the various facilities.**
- C. Sample of a "Workplace Chemical List" to be shown, and information on its' purpose and availability provided.**
- D. Information regarding chemical container "labeling" responsibility furnished. Examples of labels may be shown to employees.**
- E. Information to be provided with reference to utilizing MSDS and manufacturing labeling for "specific" information on Personal Protective Equipment (PPE), First Aid treatment to exposures, and general safety instruction on handling, clean-up, and disposal of chemical spills.**
- F. Employees to be advised of their responsibility for working safely with hazardous chemicals, using required PPE, and knowing the location of Workplace Chemical List, and MSDS book.**
- G. Employee rights under the THCA to be notified. Employees to be given a copy of "Notice to Employee" form at briefing and advised of location of notices posted in facilities.**

V. Records are to be kept on all THCA Training and shall include:

- A. Date of Training**
 - B. List and signatures of trainees**
 - C. Topics covered**
 - D. Materials handed out**
 - E. Name of trainer**
-

E. PERSONNEL PROTECTIVE EQUIPMENT (PPE)

- I. Employees are required to wear proper PPE when handling hazardous chemicals when there is a potential for overexposure.
- II. The department head will be responsible for insuring proper equipment is available and worn when there is a potential for employees to be overexposed.

F. EMERGENCY RESPONSE

- I. Any incident of overexposure or spill of hazardous chemicals shall be reported to the immediate supervisor.
- II. The immediate supervisor shall be responsible for insuring that proper emergency response actions are taken in spill or leak situations.

G. GENERAL CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

- I. When employees of a contractor/subcontractor may be exposed to a hazardous chemical while working on a County work site, this County shall provide access to the MSDS for hazardous chemicals being used at the work site. The department facility workplace chemical list shall be made available to employees of a contractor/subcontractor while working at a County facility.
- II. It shall be the responsibility of all contractor/subcontractors who bring hazardous chemicals onto county property to provide appropriate MSDS to the County at the work site.
- III. When exposure to a hazardous chemical is expected, each contractor/subcontractor shall be responsible for the appropriate training of their employees.

H. POSTING

The County departments shall post information for employees at the department facilities on the hazard communication standard. This information may be found on the department facilities' employee bulletin boards.

I. TIER-TWO FORM

I. For the purpose of community right-to-know, this County shall compile and maintain a tier two form that contains information on hazardous chemicals present in any facility in quantities that meet or exceed thresholds determined by the EPA in 40 CFR Part 370, or at any other reporting thresholds as determined by the Texas Hazard Communications board for certain highly toxic or extremely hazardous substances.

II. Each tier two form shall be filed annually with the appropriate fee according to the procedures specified by the Texas Hazard Communications board. The County shall furnish a copy of each tier two form to the Local Emergency Planning committee and to each fire department having jurisdiction over the department's facilities.

III. The County shall file the tier two form with the Texas Department of Health not later than the 90th day after the date the department has a reportable addition, at the appropriate threshold, of a previously unreported hazardous chemical or extremely hazardous substance. The County shall furnish a copy of the additional tier two form to the Local Emergency Planning committee and to each fire department having jurisdiction over the department's facilities.

Loss Control Coordinator
Revised 2000

NOTICE TO EMPLOYEES

The Texas Hazard Communication Act (revised 1993), codified as Chapter 502 of the Texas Health and Safety Code, requires public employers to provide employees with specific information on the hazards of chemicals to which employees may be exposed in the workplace. As required by law, your employer must provide you with certain information and training. A brief summary of the law follows.

HAZARDOUS CHEMICALS

Hazardous chemicals are any products or materials that present any physical or health hazards when used, unless they are exempted under the law. Some examples of more commonly used hazardous chemicals are fuels, cleaning products, solvents, many types of oils, compressed gases, many types of paints, pesticides, herbicides, refrigerants, laboratory chemicals, cement, welding rods, etc.

WORKPLACE CHEMICAL LIST

Employers must develop a list of hazardous chemicals used or stored in the workplace in excess of 55 gallons or 500 pounds. This list shall be updated by the employer as necessary, but at least annually, and be made readily available for employees and their representatives on request.

EMPLOYEE EDUCATION PROGRAM

Employers shall provide training to newly assigned employees before the employees work in a work area containing a hazardous chemical. Covered employees shall receive training from the employer on the hazards of the chemicals and on measures they can take to protect themselves from those hazards. This training shall be repeated as needed, but at least whenever new hazards are introduced into the workplace or new information is received on the chemicals which are already present.

MATERIAL SAFETY DATA SHEETS

Employees who may be exposed to hazardous chemicals shall be informed of the exposure by the employer and shall have ready access to the most current material safety data sheets (MSDSs), which detail physical and health hazards and other pertinent information on those chemicals.

LABELS

Employees shall not be required to work with hazardous chemicals from unlabeled containers, except portable containers for immediate use, the contents of which are known to the user.

EMPLOYEE RIGHTS

Employees have rights to:

- X access copies of MSDSs
- X information on their chemical exposures
- X receive training on chemical hazards
- X receive appropriate protective equipment
- X file complaints, assist inspectors, or testify against their employer

Employees may not be discharged or discriminated against in any manner for the exercise of any rights provided by this Act. A waiver of employee rights is void; an employer's request for such a waiver is a violation of the Act. Employees may file complaints with the Texas Department of Health at the toll free number provided below.

EMPLOYERS MAY BE SUBJECT TO ADMINISTRATIVE PENALTIES AND CIVIL OR CRIMINAL FINES RANGING FROM \$50 TO \$100,000 FOR EACH VIOLATION OF THIS ACT.

Further information may be obtained from:

Texas Department of Health
Toxic Substances Control Division
Hazard Communication Branch
1100 West 49th Street
Austin, Texas 78756

1-800-452-2791
(512) 834-6603
Fax: (512) 834-6644



TDH

Texas Department of Health

Approved 4/99

Williamson County
Hazard Communication Program
Department Survey

Please provide yes/no answers to the following questions concerning Hazardous Communication and forward survey to Kim Hyatt, Health and Safety Specialist, County Benefits Department.

1. Is your department aware of the Texas Hazard Communication Act? _____

1b. If so, is your department in compliance with the Act? _____

2. Do you have any hazardous chemicals present in your department? _____

2b. If so, do you have any of the following hazardous chemical categories?

Fuels _____ Cleaning Products _____ Solvents _____

Oil Based Products _____ Compressed Gases _____

Paints _____ Pesticides _____ Copy Toner _____

Laboratory Chemicals _____ Others _____

3. Do you have a work place chemical list of all hazardous chemicals in your department in excess of either 55 gallons or 500 pounds? _____

4. Do you have up-to-date Material Safety Data Sheets (MSDSs) for all hazardous chemicals present in your department? _____

5. Does your department have a means of providing outside contractors with a complete list of chemical products, hazards, and precautions? _____

6. Do you have written procedures on how you will inform your employees of the chemical hazards associated with each hazardous chemical they work with?

Hazard Communication Act Survey continued

7. Have you developed a employee information and training program that includes the following? _____

- _____ The specific hazards of chemicals in the work area.
- _____ The protection measures that are being used to protect against these specific hazards.
- _____ Guidelines on how to read and interpret information on labels and MSDSs.

8. Is your Hazcom Program, including MSDSs, readily accessible to all employees in your department? _____

9. Have you trained all employees on hazard communication? _____

10. Have you met labeling requirements on all hazardous chemicals in your department? _____

11. Do you have procedures in place to ensure all incoming hazardous chemicals are received with proper labels and MSDS sheets? _____

AGENDA 29

Consider making any appointments to the Salary Grievance committee.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To notify David Carlin of 1756 Forsman Road, Round Rock, Texas 78664, that his name has been drawn for appointment to the Salary Grievance Committee and determine if he is willing to serve as a member.

Vote: Motion carried 5 – 0

< Clerk copy here >