

AGENDA ITEM 16

Consider approving Project Agreement between Williamson County and the Natural Resources Conservation Service, United States Department of Agriculture (NRCS).

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve the Project Agreement between Williamson County and the Natural Resources Conservation Service, United States Department of Agriculture (NRCS). This agreement will assist the County in the removal of sediments and floated debris from improved and unimproved drainage features which are integral to the county road system and will aid in proper road drainage.

Vote: 5 - 0

<Attachment>

State: Texas
EWP: Williamson
Agreement No: 69-7442-3-565

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

PROJECT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2003, by and between Williamson County Commissioner's Court, called the County, and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provision of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the County in relieving hazards created by natural disasters that cause impairment of a watershed.

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the County and NRCS do hereby agree as follows:

- A. It is agreed that the following described work is to be performed at an estimated cost of \$16,000.00.

Williamson County DSR# WC-4-01 The work will involve the removal of sediments and floated debris from improved and unimproved drainage features within the City of Hutto, City of Bartlett, and City of Granger. The work will be limited to the debris and sediments deposited by the July 2002 storm event. The work will be performed in accordance with the attached work requirements and plan of operations.

- B. The County will:

1. Provide 25 percent of the cost of performing the emergency watershed protection measures described in Section A. This cost to the County is estimated to be \$4,000.00.
2. Perform the works described in Section A by force account in accordance with the Plan of Operations, specifications furnished by NRCS, and specifications furnished by the County when concurred in by the NRCS. Secure the NRCS Contracting Officer's concurrence before changing the Plan of Operations.
3. Secure all landrights and permits necessary for completion of the work described in Section A. Certify landrights have been obtained by providing a

completed copy of form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.

4. Accept all financial and other responsibility for excess costs resulting from its failure to obtain, or its delay in obtaining, adequate land and water rights, permits, and licenses needed for the work described in Section A.
5. Be responsible for repairing or replacing work performed by the County and found not to comply with the work requirements attached to this agreement. The County will assume all costs to repair or replace such defective work.
6. Be responsible to perform the required work with reasonable efficiencies for labor and equipment inputs. All work will be performed within industry standards as determined by NRCS for production rates based on labor and equipment inputs. In the event work is performed at an unacceptable efficiency level, the County will assume all costs for the percentage of work found by NRCS not to conform to reasonably efficient prosecution of the work.
7. Appoint an authorized representative who shall have authority to act for the County, listing their duties, responsibilities and authorities. Furnish such information in writing to the NRCS Contracting Officer within 15 days after the effective date of this agreement.
8. Ensure that acquisition for materials necessary to carry out the works described in Section A will be in accordance with 7 CFR 3016.36, applicable state requirements, and the County's procurement regulations.
9. Secure the materials necessary to carry out the work in accordance with specifications furnished NRCS and specifications furnished by the County when concurred in by the Contracting Officer. Protect all materials to be used in the work described in Section A and maintain a current record of disbursement and use of such materials.
10. Ensure that any acquisitions for materials necessary to carry out the works described in Section A will be in accordance with 7 CFR 3016.36, applicable state requirements, and the County's procurement regulations.
11. Be responsible for all administrative expenses necessary to arrange for and carry out the works described in Section A. These administrative expenses include but shall not be limited to facilities, clerical personnel, and legal counsel including such attorneys deemed necessary to resolve any legal matters.
12. Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement, along with itemization of eligible costs incurred. A summary of costs for each budget category such as a total of each employee's hours that were worked on the project and total operating hours for each piece

of equipment used to perform project work will be submitted with each request for reimbursement.

13. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.
14. Maintain, as a minimum, the following data to support the County's request for reimbursement:
 - (a) Invoices covering actual cost of materials; records showing materials actually used on the work; and disposition of excess materials.
 - (b) Equipment operating records showing the hourly rate, hours, and dates actually used on the work. Equipment standby costs will not be subject to reimbursement.
 - (c) Daily time records for each employee showing the name, classification, wage rate, hours, and dates actually employed on the work.
15. Employ competent personnel to carry out the work.
16. Maintain all equipment used on the work in good operating condition without cost to NRCS. Equipment shall be operated safely at all times.
17. Arrange for and conduct final inspection of completed works of improvement with NRCS to determine whether all work described in Section A has been performed in accordance with specifications and the plan of operations.
18. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement or resulting from the work provided for in this agreement.
19. Retain all records dealing with direct supervision, labor, equipment and materials used in the work for 3 years from the date of the completion of the work described in this agreement. Retain all records dealing with the administration of the agreement for 3 years from the date of the County's submission of the final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or 3 years, whichever is longer. Make such records available to the Comptroller General of the United States or his duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audits, examinations, excerpts, and transcripts.
20. Comply with applicable requirements of the Special Provisions, which are included in Attachment A to this Agreement.

C. NRCS will:

1. Provide 75 percent of the cost of construction required to install the works of improvement described in Section A. This cost to NRCS is estimated to be \$12,000.00.
2. Provide authorized assistance, including but not limited to obtaining basic information; preparation of plan of work; layout and inspection services, and quality control during performance of the work.
3. Provide the services of a Government Representative and Government Inspector, as necessary.
4. Make payment to the County for NRCS' share of the cost upon receipt and approval of Form SF-270. Payment will be made under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208.
5. Be available to conduct progress checks and participate in final inspection of the completed works to determine whether all work described in Section A has been performed in accordance with the applicable requirements.

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 30 calendar days after the date NRCS has executed this agreement in the event the work has not been commenced. The completion date for work under this agreement is as stated in the attached Plan of Operations for this project.
2. The Contracting Officer may make adjustments in the estimated cost to NRCS set forth in C.1. for performing the works described in Section A. No adjustment shall change the cost-sharing assistance to be provided by NRCS as set forth in C.1. nor reduce funds below the amount required to provide NRCS' share of the cost.
3. This agreement may be amended by written amendment as mutually agreed by both parties.
4. The procurement of materials necessary for accomplishing the works of improvement described in Section A will not be made from the County, or firms in which any official of such organization or any member of such an official's immediate family has direct or indirect financial interest.

5. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the County has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the County in writing of the determination, reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the County.
6. In the event of default of any vendor, any excess costs collected from the defaulting vendor are to be prorated between the County and NRCS in the same ratio as funds are contributed under the terms of this agreement.
7. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the County is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement if it is evident that a termination is pending.
8. NRCS, at its sole discretion, may refuse to cost-share should the County elect to proceed without obtaining concurrence as set out in Section B of this agreement.
9. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by the Congress from which payment may be made shall not obligate NRCS upon failure of the Congress to so appropriate.
10. No Member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
11. The program or activities conducted under this agreement will be in compliance with nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

Williamson County Commissioner's Court

By: John C. DonfleurTitle: County JudgeDate: 9-9-03

This action authorized at an official meeting
of the Williamson County Commissioner's
Court _____ 2003,
at _____, State of Texas.

(Signature)

(Title)

United States Department of Agriculture
Natural Resources Conservation Service

By: _____

Title: STATE CONSERVATIONIST

Date: _____

ATTACHMENT A - SPECIAL PROVISIONS

- I. DRUG-FREE WORKPLACE CERTIFICATION**
- II. CERTIFICATION REGARDING LOBBYING**
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED
TRANSACTIONS**
- IV. CLEAN AIR AND WATER CERTIFICATION**
- V. ASSURANCES AND COMPLIANCE**
- VI. EXAMINATION OF RECORDS**

ATTACHMENT A - SPECIAL PROVISIONS

The signatories (grantee, recipient sponsor, or cooperator) agrees to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace.

By signing this agreement, the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or 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.

(2) 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. 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.

III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions, (7 CFR 3017)

(1) The recipient certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The recipient signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is not listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility

which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The recipient agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or

contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

FORCE ACCOUNT PLAN OF OPERATIONSPROJECT: Williamson County EWPCOUNTY: WilliamsonPROJECT AGREEMENT NO. 69-7442-3DSR No(s). WC-4-011. SCOPE

The debris removal and cleanup operations are to be conducted within the 100-year floodplain area as defined on the attached FEMA Map (Panel 480565-001B). The removal of all woody debris and damaged vegetation to an outside diameter of 8" shall be performed. The debris removal shall also consist of structural debris from destroyed homes and manufactured homes. The Sponsor shall stockpile all materials for proper disposal, either burning in accordance to state and local regulations or haul off to an approved site. Work will be conducted in accordance to Construction Specification 430.

2. ADMINISTRATIVE COSTS

Administrative costs will be borne by the Sponsor as outlined in the Cooperative Force Account Agreement.

3. MATERIALS

Cost incurred by the City of Albany for disposal of debris materials and other waste to approved facilities to meet the requirements described in Section 1, Scope, shall be documented by invoices from waste handlers or the destination providers. Invoices shall identify the materials delivered, date of delivery, and describe the total cost of the disposal. The Sponsors are encouraged to make prompt payments to vendors and exercise any discounts that timely payments will provide.

The anticipated disposal fees for materials collected during the cleanup operation is \$2,000.00.

4. EQUIPMENT

The Sponsor shall provide suitable equipment for performance of the debris removal and cleanup as described in Section 1, Scope. Equipment costs are detailed below. Costs for fuel, service, and/or repairs are included in the equipment rates and no additional payment will be made for these items. Hand tools such as shovels, power saws and hammers provided by the Sponsor will be furnished at no charge to NRCS.

Chargeable hours for equipment shall be recorded while the equipment is used at the site to accomplish the items of work outlined in the agreement and should not include idle or down time. The Supervisor for the Sponsor and NRCS Inspector will confirm chargeable hours on a daily basis.

For the 8 day work period it is estimated that a maximum of 60 hours of equipment time shall be needed for an individual piece of equipment. All equipment hourly rates shall be those reflected in the attached FEMA rate table unless otherwise approved by the NRCS. The Sponsor shall supply the NRCS a detailed list of the equipment planned for use prior to the start of work. Following completion of the work the Sponsor shall detail the equipment used by work sites, including the type of equipment and actual work hours.

ESTIMATED EQUIPMENT TOTAL COSTS

\$ 9,600

5. PERSONNEL

Qualified personnel will be utilized for performance of the work described in Section 1. Scope. The rate of pay for each employee shall be the hourly rate described below: Rates below include the fringe benefit cost supplied by the Sponsor.

Hourly Wage Rate shall be increased 1.5 times for overtime hours in excess of forty (40) hours a single work week if applicable.

Chargeable hours to the project shall be recorded while employees are at the work site, and exclude travel to and from the site. The Supervisor and NRCS Inspector will confirm chargeable hours on a daily basis.

Personnel Classifications, Hourly Rate and estimated hours and cost anticipated for use on site include:

<u>Personnel Classification</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Amount</u>
Laborer(s)	\$ 9.00	60	\$ 540
Supervisor/Foreman	\$ 15.00	60	\$ 900
Equipment Operator(s) (two)	\$ 14.00	120	\$ 1,680
Truck Driver(s)	\$ 12.50	60	\$ 750

ESTIMATED PERSONNEL TOTAL COST \$ 3,870

**** Note that rates and hours above are an estimate. The Sponsor will be reimbursed the documented actual cost for staff to conduct the approved work.**

6. SUMMARY OF ESTIMATED COSTS

DISPOSAL FEES	\$ 2,000
EQUIPMENT	\$ 9,600
PERSONNEL	<u>\$ 3,870</u>
ESTIMATED TOTAL COST	\$ 15,470

7. CONSTRUCTION SCHEDULE

The type of work is intermittent in need and will be performed on an as-needed basis by the Sponsor. The normal workday shall consist of an eight hour day, Monday through Friday, 7:30 AM to 4:30 PM with a 1-hour lunch break at 11:30 AM. Full days may or may not be worked to accomplish the items of work.

<u>Work Item</u>	<u>Completion Date</u>
Debris Removal and Disposal	November 30, 2003

All work under this Cooperative Force Account Agreement is estimated to involve up to 8 working days or 10 calendar days. Based on normal weather conditions during this period of the year, it is estimated that one day in every 12 days may result in construction activities being halted. This would increase the performance time about 1 day. Estimated total calendar days of performance time is 13.

Work is authorized to commence on September 1, 2003 or upon signature of the project agreement and plan of operations..

8. CONSTRUCTION SAFETY

All work shall be performed in accordance with OSHA Safety Standards" safety standards, with any applicable exemptions.

SPONSORS – WILLIAMSON COUNTY

Submitted by: John G. Daerfler
Title: County Judge
Date: 9-9-03

**CONSTRUCTION INSPECTION PLAN
EMERGENCY WATERSHED PROTECTION
WILLIAMSON COUNTY WC-4-01**

A: GENERAL DESCRIPTION OF THE WORK

The project will involve the removal of sediments and floated debris from improved and unimproved drainage features within the City of Hutto, City of Bartlett, and City of Granger. The work will be limited to the debris and sediments deposited by the July 2002 storm event. The work will be performed by the County and follow guidelines in Construction Specification 430.

B. INSPECTION PLAN (QUALITY ASSURANCE)

All items to be inspected during construction of these works are contained in the plan of operations. The degree of inspection required for this work will be intermittent. Each item of work shall be verified by Government Quality Assurance personnel to assure compliance with contract specifications. CQC shall not be used as a basis for acceptance by the Government.

Personnel needed: A qualified **Civil Engineer** (acting as Government Representative (GR)) CHARLES MELTON shall represent the State Conservation Engineer (SCE) and the Contracting Officer (CO) in the field to protect the integrity of the project and insure that the project is installed in accordance with scope of work and relevant specifications. Due to the limited scope of work and intermittent inspection requirement the GR shall provide all inspections (**act as Construction Inspector**) required to field verify. The inspector is to be sufficiently familiar with federal, state and local laws and regulations to determine that the contractor is adhering to safety, health and pollution control requirements. The inspector is to be familiar with the contract documents, including the general and special provisions, drawings and specifications, in order to insure that the contractor is fulfilling the contract requirements.

The progress and anticipated completion dates for ongoing contracts are reported to the SCE at the end of each month. This report also includes the status of jobs and personnel in the project offices. With the above coordination, compilation of reports and design schedule, and knowledge of project staff personnel, the SCE has assured the State Conservationist that no work is advertised unless experienced personnel are available for construction inspection.

JOHN MUELLER
State Conservation Engineer

Date _____

JAMES E. TILLMAN
Assistant State Conservationist (Programs)

Date _____

Contracting Officer

Date _____



**Williamson County EWP
DSR # WC-4-01
Bartlett, Granger, & Hutto, Williamson County, Tx**

Project Type: Force Account

The project will involve the removal of sediments and floated debris from improved and unimproved drainage features within the City of Hutto, City of Bartlett, and City of Granger. The work will be limited to the debris and sediments deposited by the July 2002 storm event. The materials removed shall be disposed of in a manner consisted with state and local regulations. Any household trash or building debris shall be taken to a landfill. Woody debris may be burned in accordance to local and state regulations. Sediments removed shall no be deposited into any floodways, streams, or flood prone areas. The work will be performed by the County and follow guidelines in Construction Specification 430.

The attached plan of operations indicates the type of equipment and staff required to do the work. The work is anticipated to take approximately 8 days to perform. The Sponsor has done work of similar nature in the past and has the capability to carry out the planned activities. The NRCS shall provide the Sponsor with guidance on limits of work and conduct review of the activities and personnel/equipment utilized by the Sponsor.

CONSTRUCTION SPECIFICATION**430. OBSTRUCTION REMOVAL****1. SCOPE**

The work shall consist of the removal and disposal of downed or damaged trees, brush, logs, tops, building materials, rubbish, debris, any foreign materials, sediment and other flow obstructions from the designated areas.

Within this specification, the term "Contracting Officer" shall mean the Contracting Officer or his designated representative.

Within this specification, the term "Improved Property" shall include homes, lawns, landscaped areas, parks, athletic fields, parking lots, businesses, streets, etc.

2. ACCESS

Access shall be shown on the drawings or as designated by the Contracting Officer unless alternate routes are obtained by the Sponsor and approved by the Contracting Officer.

3. MARKING OF WORK LIMITS

Sponsor shall define planned limits of work and get concurrence from NRCS.

4. REMOVAL

Work shall begin at the most upstream end of the reach and progress in a downstream direction.

All sediment shall be removed to restore pre-storm grade of the drainage feature. Sediment shall be transported away from the site by truck or trailer. No pushing of sediments with tracked equipment to an adjacent area is allowed.

Removal methods include, but are not limited to, sawing, winching, lifting, floating, digging, or dragging. Excavation shall be limited to that necessary for sediment and stump removal.

The following guidelines shall be used to determine which trees, stumps, and brush to remove. The final determination will be made by the Contracting Officer.

- a. All downed trees, brush, limbs, tops, and any washed-in woody vegetation larger than four (4) inches in diameter (measured at large end) and six (6) feet in length lying completely or partially within the channel shall be removed. Any loose woody vegetation larger than twelve (12) inches in diameter shall

be removed regardless of length. Trees and brush rooted on the bank with limbs or tops lying in the channel shall be cut at the bank and the limb or top removed.

- b. Broken tops or limbs overhanging the channel that are larger than four (4) inches in diameter at the break but still attached to or supported by the main tree shall be removed. (Only the broken tops or limbs shall be removed if practical). All cuts shall be made on the tree side of the break.
- c. Storm damaged trees larger than (6) inch Diameter-Breast-Height (DBH) with lean of 45 degrees or less from horizontal shall be removed from the limits of work.
- d. Trees other than described above that are to be removed shall be marked by paint. In no circumstance shall trees larger than (8) inch Diameter-Breast-Height (DBH) be removed to accommodate debris removal operations unless the tree meets the requirements of 4.c. above.
- e. Stumps of all trees and brush except downed trees outside the channel and within the limits of work shall be cut off. All saw cuts shall be made parallel to and as close to ground level as the cutting tool will permit.

All building materials, manufactured items, and other loose foreign debris shall be removed. Cans, bottles, clothing, plastic bags and any styrofoam, plastic or manufactured item with the largest side having a surface area of one (1) square foot or less shall not be removed.

Sponsor shall not routinely operate heavy crawler type equipment, such as crawler tractors and tracked excavators, within flowing channels. The Contracting Officer shall approve any operation of heavy equipment within the banks of the watercourse.

The Sponsor shall retrieve and dispose of any debris that may become dislodged because of his operation and float downstream of the work limits.

5. DISPOSAL

All foreign debris such as building materials and manufactured items shall be hauled to the county landfill or designated disposal area(s) unless alternate off-site disposal areas are obtained by the Sponsor and approved by the Contracting Officer. Items not accepted by the county landfill (tires, batteries, appliances that used Freon, paints, liquids, and sealed containers, etc.) shall be disposed of at alternate sites as directed by the Contracting Officer.

Natural woody and other vegetative debris shall be burned or chipped at areas shown on the drawings or as designated by the Contracting Officer unless alternate areas are obtained by the Sponsor and approved by the Contracting Officer. Residue from the burning or

Force Account General Spec
DEBRIS REMOVAL
MAY 2002

chipping operation shall be removed from the work limits and disposed of at the city landfill or other approved disposal area.

The Sponsor shall obtain the required permits for all burning operations as applicable. Copies of permits shall be provided to the Contracting Officer before beginning any burning operation. All burning operations shall conform to local and state regulations.

Debris shall not be placed in tributaries, side ditches, or other defined water entrances to the watercourse being cleaned.

6. SPECIAL REQUIREMENTS

The Sponsor shall take reasonable precautions to prevent further damage to the stream and its environment to include streambanks, fishery resources, recreational facilities and undamaged trees and vegetation. No grading for equipment to work or benching of the valley sides shall be permitted without the concurrence of the Contracting Officer.

The number of stream crossings shall be kept to a minimum. Materials used to form stream crossings shall be removed once the work for the subject reach is completed.

The Sponsor shall use equipment suitable for operation on paved roadways (mats, rubber tired equipment, etc.) when obstruction removal is to be performed from bridges, culvert crossings or roadways.

The Sponsor shall backfill holes in the channel resulting from stump removal. Backfill shall be the best fill material from within the channel area and within fifty (50) feet of the stump hole.

The Sponsor shall take all reasonable precautions to prevent further damage to structures, utilities, or other fixed improvements and shall promptly repair or replace, at his own expense, any such improvements damaged by his operations.

The Sponsor shall take reasonable precautions to salvage materials from fences that must be removed for access. Salvaged fence material shall be stockpiled adjacent to the site from where it was removed. Fence material which can not be salvaged shall be considered debris.

The Sponsor shall secure all debris or material while it is transported on any roadway.

7. MEASUREMENT AND PAYMENT

SECTION NOT APPLICABLE TO WORK UNDER A FORCE ACCOUNT AGREEMENT

8. ITEMS OF WORK AND CONSTRUCTION DETAILS

Force Account General Spec
DEBRIS REMOVAL
MAY 2002

The Sponsor shall conduct all work activities in the areas documented in the DSR or otherwise approved by the NRCS. Confirmation of the work areas shall be provided to the NRCS prior to the start of work.

The Sponsor shall maintain daily job records for equipment and labor on the work site. The Sponsor shall keep the Contracting Officer informed of planned work activities on a weekly basis. The Sponsor shall ensure that they are in compliance with all access and easement requirements per local code and signed access permits.

AGENDA ITEM 17

Consider approving contract for Juvenile Services residential treatment services with Victoria County.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve contract for Juvenile Services residential treatment services with Victoria County.

Vote: 5 - 0

<Attachment>



COUNTY OF VICTORIA

TELEPHONE (361) 575-1478

VICTORIA COUNTY COURTS BLDG.

115 N. BRIDGE

VICTORIA, TEXAS

VAL D. HUVAR
COUNTY CLERK

MAILING
P.O. BOX 1968
VICTORIA, TEXAS 77902

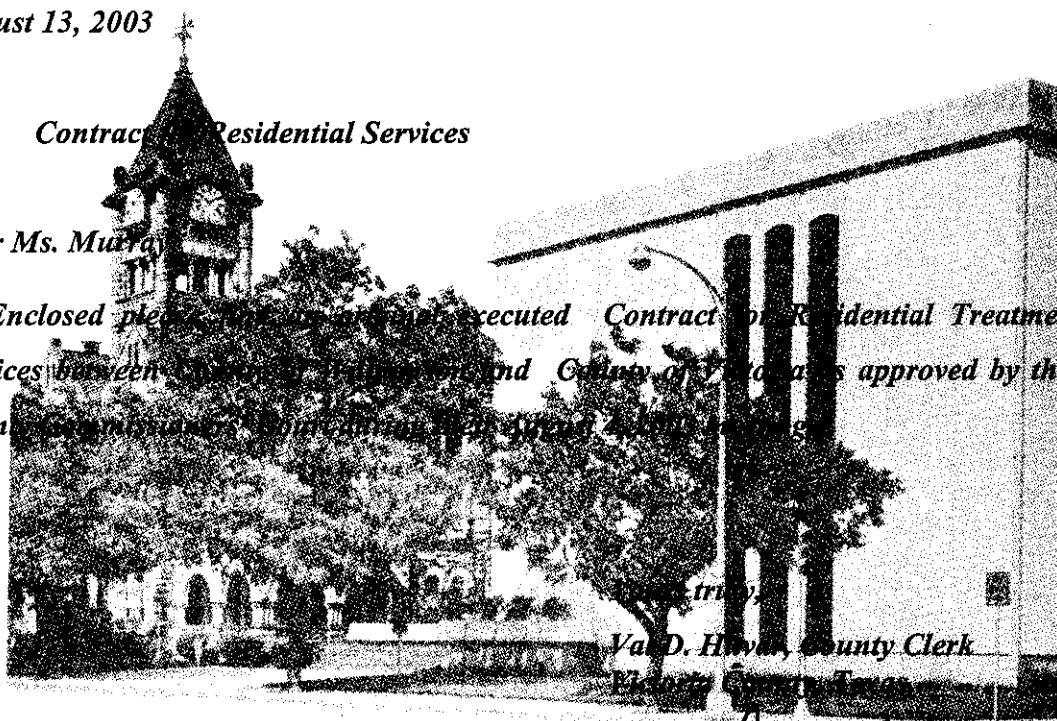
*Williamson County Juvenile Services
Attn: Robyn Murray, Business Manager
1821 s. E. Inner Loop Suite 1
Georgetown TX 78626*

August 13, 2003

Re: Contract for Residential Services

Dear Ms. Murray,

Enclosed please find the original executed Contract for Residential Treatment Center Services between Williamson County and County of Victoria as approved by the Victoria County Commissioners. Thank you for your assistance in this matter.



*Very truly,
Val D. Huvar, County Clerk
Victoria County, Texas*

By: *Gina Howard*
Gina Howard, Deputy

VDH/gh
Enclosures (1)