

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 27TH, 2009
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

(Items 5 – 14)

5. Discuss and consider approving a line item transfer for the Auditor's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0495-003100	Office Supplies	200.00	
To	0100-0495-004505	Software Maintenance	200.00	

6. Discuss and consider approving a line item transfer for Constable Pct. #1:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	3008	LE Equipment	486	

To	5700	Vehicles	486	
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7. Discuss and consider approving a line item transfer for ITS

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0503-003011	Software < \$5,000	\$500	
To	0100-0503-004969	Freight	\$500	

8. Consider approving the Waiver of Penalty and Interest to customers as requested by the Williamson County Tax Assessor/Collector.
9. Consider approving Property Tax Refunds Over \$2,500.00 for the month of September 2009 for the Williamson County Tax Assessor/Collector.
10. Consider approving donation to Victim Assistance from GRC Wireless, Inc (Shelter Alliance Cell Phone Fundraiser) in the amount of \$221.00.
11. Consider and take appropriate action on authorizing the transfer of various items including a vehicle to auction/donation/destruction. (Complete list filed with official minutes)
12. Discuss and take action on a block party to close part of the street . My address is 1802 Wood Vista Place ,Round Rock we will have Approximately 50 people attending .
13. Discuss and take appropriate action regarding Agreement between Williamson County and ESD #10, Coupland for 2009/2010.
14. Discuss and take appropriate action regarding Agreement between Williamson County and ESD #5, Jarrell for 2009/2010.

REGULAR AGENDA

15. Discuss and take appropriate action on road bond program.
16. Discuss and consider approving Stanley Consultants, Inc. Professional Service Agreement (PSA) for the Ronald Reagan Boulevard North, Phase 3 (RM 2338 to SH 195) Road Bond Project.
17. Discuss and consider approving Cobb, Fendley & Associates, Inc. Supplemental #1 to their RM 2338 Professional Service Agreement (PSA) for Utility Coordination.
18. Consider authorizing budget transfer request of 2001 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager: move \$3,000,000.00 from P196 (Ronald Reagan Blvd Phase IV) to P211 (Ronald Reagan Blvd Phase III).

19. Consider authorizing budget transfer request of 2006 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager: move \$689,754.55 from P180 (Right of Way) to P124 (CR 179) \$2,000.00, P169 (CR 214) \$61,026.20, P175 (Chandler Road 3A/3B) \$593,484.85, P179 (CR 138) \$13,750.00 and P183 (Williams Drive) \$19,493.50.
20. Discuss and take appropriate action regarding Agreement for Preliminary Engineering Services between the County and Union Pacific Railroad on Tradesmans Park Crossing.
21. Discuss and take appropriate action on Right Of Way Acquisition Project FM 112, brushy Creek Relief, agreement between Williamson County and TXDOT.
22. Consider authorizing County Judge to execute a Real Estate Contract with Dwight and Arlethia Benford for ROW needed on RM 2338. (P31, Part 1)
23. Consider authorizing County Judge to execute a Real Estate Contract with Dwight and Arlethia Benford for ROW needed on RM 2338. (P31, Part 2)
24. Consider authorizing County Judge to execute a Real Estate Contract with Dwight and Arlethia Benford for ROW needed on RM 2338. (P31, Part 3)
25. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of CR 313, and take appropriate action. (Gonzalez)
26. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of CR 313, and take appropriate action. (Tejeda)
27. Discuss and take appropriate action on repayment of CDBG funds (\$318,314) utilized in the Georgetown Housing Authority Sierra Ridge Project.
28. Discuss and take possible action regarding the Texas Transportation Commission Minute Order #111972.
29. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
30. Discuss and take appropriate action on setting the process to fill the Williamson County appointment to the Cap Metro board of directors.
31. Discuss and consider implementing new procedures for the 2010-2011 budget process.
32. Discuss and consider FY 2010 Austin Community College GED Contract
33. Consider authorizing advertising and setting date of November 19, 2009 at 2:00pm in the Purchasing Department to receive bids for US 183 @ FM 3405 Intersection Improvements, Bid # 10WC805.

34. Consider authorizing advertising and setting date of November 19, 2009 at 3:00pm in the Purchasing Department to receive bids for Business 79 Drainage Improvements, Bid # 09WC712.
35. Consider authorizing advertising and setting date of November 19, 2009 at 11:00am in the Purchasing Department to receive bids for the Demolition of Metal Building in the right of way (ROW) at Intersection of CR 101 and US 79, Bid # 10WC804.
36. Consider awarding alternate bids received for Bid # 09WC722, RM 2338 Phase 2, Ronald Reagan Blvd to FM 3405, to the lowest and best bidder meeting specifications-FT Woods Construction Services, Inc.
37. Consider declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for the District Attorney On-Call Supplement.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.380408	Transfer from D/A Drug Fund	\$7,738.25	01

38. Consider declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the portion of the DA On-Call Supplement paid by the DA Drug Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0440.001941	DA On Call Supplement	\$6,500.00	01
	0100.0440.002010	FICA	\$497.25	02
	0100.0440.002020	Retirement	\$741.00	03

EXECUTIVE SESSION

39. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 1. Proposed or potential purchase or lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for CR 313 project.
 - b) Discuss proposed acquisition of property for right-of-way for CR 104 project.
 - c) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II project.
 - d) Discuss proposed acquisition of property for right-of-way for SH 195 project from

.805 to SH 138.

- 40.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

1) Litigation or claims or potential litigation or claims against the County or by the County

a) Iglesias Claim – discuss and take appropriate action

- 41.** Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 Deliberation regarding matters concerning personnel.) Employment of Human Resources Director.
- 42.** Discuss and take appropriate action on real estate.
- 43.** Discuss and take appropriate action on pending or contemplated litigation.
- 44.** Discuss and take appropriate action regarding matters concerning personnel in the matter of employment of the Human Resources Director.
- 45.** Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2009 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Line item Transfer For Software Maintenance Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Julie Kiley, County Auditor
Department: County Auditor
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Auditor's Office.

Background

During Budget process missed updating quote from vendor on our data analysis software that is used in the Internal Audit area for audit purposes. This software is vital to our data analysis and mining procedures and has increased by \$200 from the prior fiscal year. Please contact Julie Kiley at jkiley@wilco.org or 943-1552 if you have any questions.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0495-003100	Office Supplies	200.00	
To	0100-0495-004505	Software Maintenance	200.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Julie Kiley	10/15/2009 11:38 AM	CREATED
2	County Judge Exec Asst.	Wendy Coco	10/15/2009 02:21 PM	APRV
3		Wendy Coco	10/15/2009 02:21 PM	FNL APRV
		Wendy Coco	10/22/2009 11:54 AM	ROUTING CONTINUED
1	Budget			NEW
Form Started By: Julie Kiley		Started On: 10/15/2009 11:38 AM		

Line Item Transfer

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Mike Turek, Constable Pct. #1
Submitted For: Mike Turek
Department: Constable Pct. #1
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. #1:

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	3008	LE Equipment	486	
To	5700	Vehicles	486	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Mike Turek	10/20/2009 09:18 AM	CREATED
2	County Judge Exec Asst.	Wendy Coco	10/21/2009 11:10 AM	APRV
3		Wendy Coco	10/21/2009 11:10 AM	FNL APRV
		Wendy Coco	10/22/2009 11:55 AM	ROUTING CONTINUED
1	Budget			NEW
Form Started By: Mike Turek			Started On: 10/20/2009 09:18 AM	

LIT Freight

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Jay Schade, Information Technology
Department: Information Technology
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for ITS

Background

I failed to budget anything for freight. \$500 should be adequate for the year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0503-003011	Software < \$5,000	\$500	
To	0100-0503-004969	Freight	\$500	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Jay Schade	10/20/2009 02:12 PM	CREATED
2	County Judge Exec Asst.	Wendy Coco	10/21/2009 11:10 AM	APRV
3		Wendy Coco	10/21/2009 11:10 AM	FNL APRV
		Wendy Coco	10/22/2009 11:55 AM	ROUTING CONTINUED
1	Budget			NEW
Form Started By: Jay Schade			Started On: 10/20/2009 02:12 PM	

Consider approving the Waiver of Penalty and Interest to customers as requested by the Williamson County Tax Assessor/Collector.

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving the Waiver of Penalty and Interest to customers as requested by the Williamson County Tax Assessor/Collector.

Background

In accordance with Section 33.011 of the Texas Property Tax Code "The Governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax is an act or omission of any officer, employee, or agent of the taxing unit of the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before the delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Waiver of P&I Octo 09](#)

Link: [Waiving of P&I Oct 09](#)

Form Routing/Status

Form Started By: Kathryn Morehouse
 Started On: 10/20/2009 08:49 AM
 Final Approval Date: 10/21/2009

Williamson County

Tax Assessor/Collector

Deborah M. Hunt, CTA

Date: October 23, 2009

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Subject: Waiver of Penalty & Interest

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of a taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

Main Office and Mailing Address:

710 South Main Street, Ste. #102
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-1618
www.williamson-county.org

Annex Locations:

211 Commerce Blvd., Ste. #101 Round Rock, Texas 78664 Phone: (512) 248-3278 Fax: (512) 248-3253	350 Discovery Blvd., Ste. #101 Cedar Park, Texas 78613 Phone: (512) 260-4290 Fax: (512) 260-4295	412 Vance St., Ste. #1 Taylor, Texas 76574 Phone: (512) 352-4140 Fax: (512) 352-4143
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Account #	NAME	P&I	Description
R351426	Woods, Francis J.	\$1,587.82	Waive P & I due to WCAD administrative error. WCAD did not transcribe new owner's mailing address from the deed.
R035351	Tal-Tax Inc.	\$70.96	Waive P & I due to Tax Office administrative error. Property Tax Deputy inadvertently credited incorrect account.
R430965	Sirva Relocation Credit LLC	\$263.88	Waive P & I due to WCAD administrative error. WCAD did not transcribe new owner's mailing address from the deed.

Property Tax Refunds - Over \$2,500.00 - September 2009

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving Property Tax Refunds Over \$2,500.00 for the month of September 2009 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Court Refunds Sep 09](#)

Form Routing/Status

Form Started By: Cathy Atkinson
Started On: 10/15/2009 11:55 AM
Final Approval Date: 10/15/2009



Date: October 14, 2009

To: Members of the Commissioners
Court

From: Deborah M. Hunt, CTA *DMH*

Subject: Property Tax Refunds

Deborah M Hunt, C T A
Tax Assessor Collector

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601, ext. 7015, if you have any questions.

Thank you.

Main Office and Mailing Address:

904 S Main St
Georgetown TX 78626
Phone: (512)943-1601
Fax: (512)943-3578
www.williamson-county.org

Annex Locations:

211 Commerce Blvd, Ste 101
Round Rock TX 78664
Phone: (512)248-3278
Fax: (512)248-3253

350 Discovery Blvd, Ste 101
Cedar Park TX 78613
Phone: (512)260-4290
Fax: (512)260-4295

412 Vance St, Ste 1
Taylor TX 76574
Phone: (512)352-4140
Fax: (512)352-4143

10:33 AM

10/14/09

Accrual Basis

Property Tax
Account QuickReport
As of September 30, 2009

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	9/9/2009	34024	Dell Computer Holdings LP	Multiple Accounts - 2006-2008 Agreed Judgments	-275,747.08
Check	9/9/2009	34025	Lowe's Home Center #778	P406316 - 2007 Agreed Judgment	-10,340.53
Check	9/9/2009	34026	Burnett Place Apartments LP	R019776 - 2008 Agreed Judgment	-4,566.95
Check	9/22/2009	34051	Aurora Loan Services	Multiple Accounts - Overpayments -	-3,710.63
Total Refunds Payable - Taxpayers					-294,365.19
TOTAL					-294,365.19

Victim Assistance Donation Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Peggy Braun, Sheriff
Submitted For: Peggy Braun
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Consider approving donation to Victim Assistance from GRC Wireless, Inc (Shelter Alliance Cell Phone Fundraiser) in the amount of \$221.00.

Background

Check from GRC Wireless, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Braun
Started On: 10/22/2009 08:33 AM
Final Approval Date: 10/22/2009

Consent Agenda

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Ursula Stone, Purchasing
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the transfer of various items including a vehicle to auction/donation/destruction. (Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Bob Space	10/21/2009 02:10 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	10/22/2009 11:48 AM	APRV
Form Started By: Ursula Stone			Started On: 10/21/2009 10:23 AM	
Final Approval Date: 10/22/2009				



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
2FAFP71W11X159443	581	0584		
Vehicle Identification Number	Department	Door Number		
803742	2001	FORD	CROWN VIC	WHITE
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach:				
1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 135569				
<input type="checkbox"/> Not mechanically sound				
<input checked="" type="checkbox"/> Other: Explain UNIT IS REPLACED BY S.O. TURN IN 4344				
3) Elected Official/Department Head/Authorized Staff				
Print Gene Smith		Signature [Signature]		Date 10-13-09

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)		
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments	
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:	
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:	
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee - Representative:	
	Print Name:	
	Signature and Date:	
	Contact name and Number:	
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard		
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office		
Print Mike Fox III	Signature [Signature]	Date 10-14-09

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☐ **TRANSFER** bet ween county departments
☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction
☐ **DONATION** to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell Computer Screen	AA4M CN-0K0789-71618-718	—	Working
1	Dell Computer 18.9" Battery	TH-02R400-37171-39M-1419	—	Working
1	APC Surge Arrest	PROSTAMP 12B 120209R13404	—	Working
1	Dell Computer Mouse	OW 1668-12B34015298	—	Working
1	Dell Speaker	CN-0P0614-48220-39F085	—	Working
1	Dell Speaker	CN-0P0614-48220-39F085	—	Working
1	Dell Monitor Window ^{S#49CQV31}	11B2RV-T2J47841312977	0012	Working
1	T.V.	255102-00DD	129370	Unknown

Parties involved:

FROM (Transferor Department): Commissioner Office Rt 4 - Ron Morrison

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Pete Correa

Pete Correa

Print Name

Print Name

Signature

Phone Number

Date 10-14-09

TO (Transferee Department/Auction/Trade-in/Donor): Auction

Transferee - Elected Official/Department Head/

Authorized Staff OR Donor - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date _____

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ _____

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Block Party

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Pete Correa, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on a block party to close part of the street . My address is 1802 Wood Vista Place ,Round Rock we will have Approximately 50 people attending .

Background

request barricades to close part of our street off . Block Party Oct 31,from 11:am to 2:pm . we intend to put Barricades just past the driveway of 1801 Wood Vista Place to block off the short end of the cul-de--sac.

This request is in process for Road closure request .

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Pete Started On: 10/15/2009 02:45
 Correa PM
 Final Approval Date: 10/22/2009

Agreement between Williamson County and ESD #10, Coupland Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding Agreement between Williamson County and ESD #10, Coupland for 2009/2010.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 10/21/2009 03:28 PM
Final Approval Date: 10/22/2009

Agreement between Williamson County and ESD #5, Jarrell Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding Agreement between Williamson County and ESD #5, Jarrell for 2009/2010.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Agreement between ESD #5, Jarrell and Williamson County 2009/2010](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 10/21/2009 03:29 PM
Final Approval Date: 10/22/2009

THE STATE OF TEXAS

*

* KNOW ALL MEN BY THESE PRESENTS

*

COUNTY OF WILLIAMSON

THAT **Williamson County, Texas**, a political subdivision of the State of Texas (hereinafter referred to as the "County"); and the **Williamson County Emergency Service District #5** an emergency service district created and described under Chapter 775 of the Texas Health and Safety Code (both being collectively referred to herein as the "ESD"), have entered into the following:

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the ESD the sum of **\$26,000.00** in two separate (2) payments. The first payment being made when the County has received a signed agreement accompanied by a detailed accounting of the prior year's expenditures of the County allotment. The second payment will be disbursed on or before September 30, 2010. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The ESD agrees to provide fire protection services within the ESD's district boundaries and in any area in the County when requested by any other fire company or emergency service district, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 2010.
3. It is understood by the ESD that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the ESD to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the ESD which are not related to the provision of said services.

Executed on this the 20th day of October, 2009

Williamson County ESD #5

Williamson County, Texas

By: Stefan Gerlica

By: _____

Printed Name: Stefan Gerlica

Dan A. Gattis,
Williamson County Judge

Title: President

Reagan N. Ph.3 - Stanley PSA
Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Stanley Consultants, Inc. Professional Service Agreement (PSA) for the Ronald Reagan Boulevard North, Phase 3 (RM 2338 to SH 195) Road Bond Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [Reagan Ph3 PSA - Stanley](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	10/21/2009 10:43 AM	APRV
2	Jim Gilger	Jim Gilger	10/21/2009 10:45 AM	APRV
3	County Judge Exec Asst. Wendy Coco	Wendy Coco	10/21/2009 11:10 AM	APRV

Form Started By: Marie Walters
 Started On: 10/20/2009 11:17 AM
 Final Approval Date: 10/21/2009

Contract No. Ronald Reagan Blvd. North, Phase 3
(RM2338-SH 195) Checklist

Prior to Initiation of Work

- ☐ Signed and Executed Agreement
- ☐ Scope of Services – Appendix A
 - ☐ Exhibit A – Services to be provided by County
 - ☐ Exhibit B – Services to be provided by Engineer
 - ☐ Exhibit C – Work Schedule
 - ☐ Exhibit D – Fee Schedule
- ☐ Production Schedule – Exhibit IV
- ☐ Hourly Rates of Engineer – Exhibit II
- ☐ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☐ Contractors Qualification Statement – Appendix B
- ☐ Insurance
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original Engineering Work Product submittal
- ☐ "Completed" Engineering Work Product
- ☐ "Accepted" Engineering Work Product
- ☐ Modifications and/or Changes for Approval of Engineering Work Product
- ☐ "Approved" Engineering Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Engineering Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Contract No. _____

Notices (as applicable)

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

Documentation for Payment

- ☐ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - Proof of prior payment by Engineer of Reimbursables

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and Stanley Consultants Inc., (**the "Engineer"**).

WHEREAS, **County** proposes to construct a two-lane rural roadway from RM 2338 to SH 195;

WHEREAS, **County** desires to obtain professional services for Ronald W. Reagan Blvd. North Phase 3 (**the "Project"**);

WHEREAS, **Engineer** has the professional ability and expertise to fulfill the requirements of the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, **County** and **Engineer** agree to the performance of the professional services by **Engineer** and the payment for these services by **County** as set forth herein.

Section I
Employment of the Engineer

County agrees to employ **Engineer** and **Engineer** agrees to perform professional engineering services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee schedule

- A. For and in consideration of the performance by *Engineer* of the work described in the Scope of Services, *County* shall pay and *Engineer* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by *Engineer* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Engineer*.

Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete *all design work* as described in the Scope of Services within 90 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services. ✓
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services

hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV. ✓
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.

- B. *Engineer* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of Attachment A to Exhibit I.
- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI **Review of Work Product**

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.

- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, **Engineer** shall without additional compensation perform any work required as a result of **Engineer's** development of the products which is found to be in error or omission due to **Engineer's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Engineer shall make without expense to **County** such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of **County**, but after the approval of the work product any revisions, additions, or other modifications made at **County's** request which involve extra services and expenses to **Engineer** shall entitle **Engineer** to additional compensation for such extra services and expenses, provided however, that **Engineer** agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the **Engineer's** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by **Engineer** to revise the plans in order to make the **Project** constructible, **Engineer** shall do so without additional compensation. In the event of any dispute over the classification of **Engineer's** services as Basic or Additional Services under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.
- B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Judge** regarding county permitting or similar requirements properly waivable by the **County Judge**.

- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.** ✓
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of *Engineer* shall be classified as an employee of *County*.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Engineer* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Judge*, shall be delivered to *County* in an organized fashion with *Engineer* retaining a copy.
- B. Any reuse by *Engineer* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Engineer's* sole risk and without liability or legal exposure to *County*. Should *Engineer* be terminated, *Engineer* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Engineer*, or Surveyor, as applicable, as specified by professional standards.
- C. *Engineer* will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and *County's* respective engineers and contractors, without the specific written consent of *Engineer*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer*

facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.

- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.
- D. *Engineer* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Engineer* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. ***Severability.*** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. ***Equal Opportunity in Employment.*** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. ***Certificate of Engineer.*** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
 - (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.

- (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
- (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: Stanley Consultants Inc.
6836 Austin Center Blvd., Suite 350
Austin, Texas 78731

COUNTY: Williamson County Judge
Dan Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626
Attn: File No. _____

and to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
14 Galloping Road
Round Rock, Texas 78681
Attn: James Klotz, P.E.

and to: _____

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* 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 matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.

- M. **Definition of Engineer.** The term "**Engineer**" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Engineer** is an Iowa corporation, duly authorized to transact and do business in the State of Texas. ✓
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a

discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 2009.

THE ENGINEER:

STANLEY CONSULTANTS INC.

BY: Thomas J. Morgan

Printed Name: Thomas J. Morgan

Title: Vice President

WILLIAMSON COUNTY:

BY: _____

Dan A. Gattis

Williamson County Judge

Reviewed as to Form By:

Assistant County Attorney

Funds Verified By:

County Contract Auditor



EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$582,190. ✓
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of

the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$650,000, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*. ✓

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *County Judge* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *County Judge* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org ✓

ATTACHMENT A

WORK AUTHORIZATION NO. SAMPLE

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and _____ (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 200__.

ENGINEER:
[Insert Company Name HERE]

COUNTY:
Williamson County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

County Judge
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II

*Standard Hourly Fees
By Employee Classification
Stanley Consultants Inc.
Fiscal Year 2009-2010*

Classification	Hourly Rates
Clerical/Admin SC-1	\$34.42
Clerical/Admin SC-2	43.71
Survey Crew SC-3	52.39
Survey Crew SC-4	60.31
Clerical SC-4	60.31
Cadd Tech SC-5	68.08
Cadd Tech SC-6	75.85
Survey Crew Chief SC-7	84.07
Engineer in Training SC-7	84.07
Cadd Tech SC-8	91.84
Survey Tech SC-9	99.76
Cadd Tech SC-9	99.76
Senior Cadd Tech SC-10	107.68
Engineer SC-10	107.68
Engineer SC-11	115.29
Engineer SC-12	124.28
Engineer SC-13	132.96
Senior Engineer SC-14	142.71
Senior Engineer SC-15	153.82
Senior Engineer SC-16	165.55
Project/Survey Manager SC-16	165.55
Project Manager/Engineer SC-17	177.89
Project Manager/Engineer SC-18	191.90
Senior Project Manager/Engineer SC-19	206.52
Sr. Project Manager SC-20	220.38
Officer SC-21	238.04
Officer SC-22	216.80

Rates apply through one year of contract. Rates may be subject to 3% escalation per calendar year beyond first year of contract provided that the consumer price index of all workers or the equivalent for the previous year has not decreased.

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Engineer* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Engineer* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
4. In the event of any dispute over the classification of *Engineer's* services as either basic or additional services, the decision of the *County Judge* shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for ***Engineer*** to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, ***Engineer*** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to ***County*** as a pre-condition to final payment.
3. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.
4. Failure by ***Engineer*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Engineer*** of any and all rights or claims to collect the fee that ***Engineer*** may rightfully be entitled to for services performed under this Agreement.

Procedures for ***Engineer*** to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to ***County***, but shall be retained by ***Engineer*** unless requested by ***County***.
2. During the period of suspension, ***Engineer*** may submit the above-referenced statement to ***County*** for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for **Engineer** to follow upon exercise of right to terminate for substantial failure of **County** to perform:

1. In the event that **Engineer** exercises such right to terminate, within thirty (30) days after receipt by **County** of **Engineer's** Notice of Termination, **Engineer** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
3. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, **Engineer** agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by **County**. **Engineer** shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by **County** shall not relieve or decrease the liability of **Engineer** hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. **Engineer** shall furnish **County** with a certification of coverage issued by the insurer. **Engineer** shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the **County** and the **County Judge**, and agreed to and hereby acknowledged by the **Engineer**, that no provision of this Professional Services Agreement shall be construed to require the **County** or the **County Judge** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

Stanley Consultants Inc. was the design engineer on the Ronald Reagan Boulevard North Phase 3 project. Construction plans were approved by Williamson County and the Road Bond Management Team HNTB Corporation on October 14, 2008. As the design engineer of the roadway we would therefore be the most qualified and cost effective firm to make the proposed plan modifications.

WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Stanley Consultants Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Provide to the *"County"* full access, use and the right to modify the County approved Construction Plans for the construction of "**Ronald W. Reagan Boulevard North Phase III**", dated October 14, 2008 prepared by Stanley Consultants Inc. on behalf of Somerset Hills Ltd. (*"Developer"*) for Williamson County.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$480,485. *Lump Sum*

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on completion of construction, unless extended by a Supplemental Work Authorization. *12/31/2011*

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2009.

ENGINEER:
Stanley Consultants Inc.

By: 
Signature

Thomas J. Morgan
Printed Name

Vice President
Title

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

County Judge
Title



LIST OF EXHIBITS

Exhibit A - Services to be Provided by County:

1. Provide for payment of the outstanding invoices owed to Stanley Consultants Inc. by Developer for the previously approved set of construction plans.
2. Obtain permission from Developer the right to use said plans and data as a benefit of the County paying on behalf of Developer, the outstanding invoices owed to Stanley Consultants Inc.

Exhibit B - Services to be Provided by Engineer:

1. Provide use of the previously approved construction plans for "**Ronald W. Reagan Boulevard North Phase III**", dated October 14, 2008, including cadd files, survey data, design survey, etc. All files will be provided to the county in native format.
2. Upon payment by County Engineer will sign a written release to Developer for any further obligation under the terms of their Professional Services Agreement dated October 25, 2006.

Exhibit C - Work Schedule:

1. Not applicable.

Exhibit D - Fee Schedule

1. Payment for existing approved construction plans - \$480,484.39.

WORK AUTHORIZATION NO. 2

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Stanley Consultants Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Modify the County approved Construction Plans for the construction of "*Ronald W. Reagan Boulevard North Phase III*", dated October 14, 2008 prepared by Stanley Consultants Inc. on behalf of Somerset Hills Ltd. (*"Developer"*), prepare construction bid documents, and bid support services for Williamson County.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$ 101,705.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on completion of construction, unless extended by a Supplemental Work Authorization.

12/31/2011

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2009.

ENGINEER:
Stanley Consultants Inc.

By:

Signature

Thomas J. Morgan
Printed Name

Vice President
Title

COUNTY:
Williamson County, Texas

By:

Signature

Printed Name

County Judge
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County:

1. Provide timely decisions as to the parameters/questions affecting the design modifications as may be requested by the Engineer to implement the revised design.
2. Provide current "Project Construction Manual" template to be used for the project.
3. Provide current unit prices for use in preparing updated cost estimates.
4. County to be responsible for coordinating advertisement for bid and fees associated with advertisement.

Exhibit B - Services to be Provided by Engineer:

1. Provide use of the previously approved construction plans for "**Ronald W. Reagan Boulevard North Phase III**", dated October 14, 2008, including cadd files, survey data, design survey, etc.
2. Prepare a new set of construction plans that modifies the previously approved construction plans to a two-lane rural roadway design on the southern portion of the right-of-way. No vertical or horizontal alignment changes are included. Scope of plan sheets to be revised as follows:
 - a. Title Sheet: changes to project descriptions, signatures, dates, and add notes.
 - b. Index Sheets (2): revise to reflect unused sheets.
 - c. Existing and Proposed Typical Sections Sheet: revise to reflect typical two lane section along alignment and four lane section at Williams Drive.
 - d. Summary sheets (6): revise to reflect new quantities.
 - e. Traffic Control Plan: no changes.
 - f. Plan and Profile sheets (24) (plan view changes only): revise sheet at Williams Drive to reflect transition from four to two lanes, revise construction notes and add new ones to reflect intent of plan modifications, adjust edge of pavement lines and dimensions to remove left and right turn lanes, adjust culvert lengths and headwall locations where applicable, remove storm drain lines in super-elevated sections where possible to reflect new cross-section drainage regime, turn off curb and gutter median, and intersection revisions at SH195.
 - g. Plan and Profile CR245: revise to reflect section changes thru the intersection.
 - h. Drainage Areas and H&H Calculations: no changes included.
 - i. Culvert 1 & 5 Plan and Profile Sheets (2): minor changes.
 - j. Culvert 2, 3, 4, 6, 7, 8 & 9 Plan and Profile Sheets (7): adjust to shorten culvert length, move headwall, re-grade upstream ditches and approach to headwall, new elevations, and hydraulic data table.
 - k. Drainage Calculation Sheets (2): Adjustments to remove curb inlets and change inlet types and head calculations where required.
 - l. Plan and Profile Storm Drain Line Sheets (14): Remove storm drain lines where applicable, check drainage ditch system, coordinate with cross-sections.
 - m. Berry Creek Bridge Sheets (22): Delete eastbound Bridge sheets only, check abutment rip-rap and drainage implications for remaining bridge structure. Recheck quantities.
 - n. Yearwood Bridge Sheets (20): Adjust to remove eastbound bridge deck only. Install

- abutments due to quarry underpass. Recheck quantities.
 - o. Bridge Standard (25): Review sheets for applicability due to changed scope.
 - p. Signing and Pavement Marking Layout Sheets (12): Revise Striping plan, notes and signage to reflect 2-lane section.
 - q. Proposed Intersection Signal Layout Sheets (3): Revise to reflect installation of conduits only.
 - r. Erosion and Sedimentation Control Site Plan (6): Revise vegetative filter strip locations in super-elevated sections, adjust silt fence and add notes regarding north ditches.
 - s. Ditch Erosion Protection Tables (2): Check left ditch numbers and areas.
 - t. Cross Sections (38 Sheets): approximately 330 cross-sections revised to remove the left lanes, embankment/cuts and move ditches, re-annotate, and calculate new cut fill quantities.
 - u. Cross Sections (3 Sheets): No changes anticipated.
3. Provide new quantities based on the plan revisions for bidding the project. Provide update construction cost estimate. Prepare project construction manual using current Williamson County template.
 4. Submit revised plans to County for review and address and or incorporate the comments accordingly.
 5. Assist the County with the project bid, including attending the prebid meeting, addressing contractor questions and clarifications, issuing addendums, etc. and other items as may be requested. Provide bid documents (plans and project construction manual) to contractors and maintain the plan holders list.
 6. Prepare a bid tabulation and analysis, and make a recommendation of contract award. All submittals will include 3 hard copies and uploaded to "ProjectWise" in PDF. Final deliverables will include all project files on CD.

Exhibit C - Work Schedule:

1. Upon County payment of outstanding invoices.
2. A maximum of 60 calendar days from receipt of payment for initial review submittal.
3. A maximum of 14 calendar days from receipt of comments for each comment re-submittal.
4. Provide new quantities for bidding the project with submittal of first round of comments.
5. Prepare contract documents with submittal of second round of comments.
6. Assist the County with the project bid, including attending the pre-bid meeting, addressing contractor questions and clarifications, issuing addendums, etc. and other items as may be requested

Exhibit D - Fee Schedule Attached.

[illegible]

[illegible]

Cobb Fendley RM 2338 Utility Coordination PSA Supplemental #1 Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Cobb, Fendley & Associates, Inc. Supplemental #1 to their RM 2338 Professional Service Agreement (PSA) for Utility Coordination.

Background

This Supplemental to the Contract extends the limits of the project to include RM 2338, phase 1/Williams Drive (DB Woods to Ronald Reagan Blvd.) to allow for the execution of Work Authorization #1.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CobbFendley Supp.1 to RM2338 PSA](#)

Link: [CobbFendley WA2-RM2338PH1-WilliamsDr](#)

Form Routing/Status

Form Started By: Marie Walters
Started On: 10/22/2009 10:50 AM
Final Approval Date: 10/22/2009

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER:

By: WM Sp Judd
Signature

WM Springfield
Printed Name

Assoc.
Title

10-19-09
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date





Project Name: RM 2338: DB WOODS to FM 3405

ATTACHMENT A

WORK AUTHORIZATION NO. 2

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Cobb, Fendley & Associates, Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$35,680.00.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 10/1/2010, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:

By: WM Springfield
Signature
WM Springfield
Printed Name
Associate
Title
10-19-09
Date

COUNTY:

Williamson County, Texas

By: _____
Signature
Dan A. Gattis
Printed Name
County Judge
Title

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule *(based on approved rates in PSA Exhibit II executed by Commissioners Court action)*



Williamson County - Utility Coordination Services
Cobb Fendley Associates
Anticipated Fee Schedule thru October 2010

Summary	CFA UC	CFA SUE	Total
	\$ -		\$ -
Utility Coordination	\$ 18,240.00	\$ -	\$ 18,240.00
Utility Engineering	\$ -	\$ -	\$ -
Utility Construction Management and Verification	\$ 17,440.00	\$ -	\$ 17,440.00
			\$ -
Total Fee			
	\$ 35,680.00	\$ -	\$ 35,680.00

Total Estimated Costs thru October 2010

\$ 35,680.00

Williamson County - Utility Coordination Services
Cobb Fendley Associates
Anticipated Fee Schedule thru October 2010

Description of Work Task	Program Manager	Project Manager	SRS Engineer	Project Engineer	Utility Specialist	CAD Operator	Administrative	Total Hours	Total Cost
	\$135.00	\$120.00	\$105.00	\$95.00	\$108.00	\$65.00	\$41.00		
Utility Adjustment Coordination									
Coordinate Activities/Meetings									
Revise Action Plan detailing with anticipated activities and schedule								0	\$ -
Project Site Visits/Meetings (1-2 Per Week)		20			20				\$ 4,560.00
Revised Scope and Scheduling Meetings with Utility Company representatives (8 meetings or Monthly Through Letting)								0	\$ -
Monthly Progress Meeting with HNTB and Williamson County (10 months)		10			10				\$ 2,280.00
Coordination with project stakeholders, including Landowners, Constituents to include Public Hearings, Meetings								0	\$ -
Utility Agreement Assemblies Preparation									
Process and Submit Utility Agreement & plans for utility adjustments									\$ -
Process Utility Billings 4(Utility Billings)		50			50			100	\$ 11,400.00
Total Hours	0	80	0	0	80	0	0	100	
Cost	\$0	\$9,600	\$0	\$0	\$8,640	\$0	\$0		\$ 18,240.00
Utility Engineering									
Coordination of Engineering Activities									
Identify revised conflicts and resolutions under County Guidelines								0	\$ -
Create and Maintain Monthly Utility Critical Path Schedule (10 months)								0	\$ -
Facilitate Utility Conflict Identification and Resolution								0	\$ -
Individual meetings with Utility Companies to negotiate conflict resolution (14 meetings total)									
Review of Utility's Proposed Adjustments								0	\$ -
Evaluate Relocation Alternatives/Value Engineering for cost and schedule savings								0	\$ -
Review utility adjustment estimates and schedules (4 total)								0	\$ -
Review Utility Relocation Plans for Project Compliance (4 total)								0	\$ -
Review Traffic Control Plans									
Total Hours	0	0	0	0	0	0	0	0	\$ -
Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$ -
Utility Construction Management and Verification									
Pre-Construction Meeting									
Schedule Pre-Construction meeting for each utility adjustment (7 meetings)								0	\$ -
Verification of Locations									
Periodic site visits for utility relocation activity/Verify Location of Existing Utility Structures/Coordinate "in the Field" Conditions		40	20	20	80			160	\$ 17,440.00
Total Hours	0	40	20	20	80	0	0	160	
Cost	\$0	\$4,800	\$2,100	\$1,900	\$8,640	\$0	\$0		\$ 17,440.00

Labor Code Billing Table List

Monday, December 15, 2008

Cobb, Fendley & Associates, Inc.

10:23:05 AM

Table	Labor Code	Description	Rate
295	295-Williamson County 2008	Available For Project Planning	
Organization:			
Proj Sponsor:			
Proj Manager:			
Supervisor:			
Code:			
	03B	Project Manager	135.0000
	06B	Project Engineer I	95.0000
	12B	Clerical	60.0000
	13B	Utility Specialist	105.0000
	14B	3-Man Survey Crew	132.0000
	15B	2-Man Survey Crew	115.0000
	16B	Registered Professional Land Surveyor	112.0000
	18B	Telecommunications Designer	78.0000
	26B	Right-of-Way Agent	100.0000
	33B	Telecommunications Fieldman	66.0000
	34B	Project Engineer III	130.0000
	37B	Field Construction Observer	80.0000
	38B	Construction Manager	120.0000
	39B	Licensed State Land Surveyor	170.0000
	58B	Project Engineer II	115.0000
	60B	4-Man Survey Crew	148.0000
	61B	Senior Engineer	165.0000
	64B	Senior Hydrologist	150.0000
	72B	Post Processing GPS Data	92.0000
	80B	GIS Manager	125.0000
	94B	Senior Technician	115.0000
	96B	GIS Analyst	90.0000
	T1B	Technician I	75.0000
	T2B	Technician II	85.0000
	T3B	Technician III	95.0000

** End of Report **

Project Budget Transfer Request of 2001 Road Bond - Ronald Reagan Boulevard

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing budget transfer request of 2001 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager: move \$3,000,000.00 from P196 (Ronald Reagan Blvd Phase IV) to P211 (Ronald Reagan Blvd Phase III).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Pam Navarrette
Started On: 10/21/2009 01:22 PM
Final Approval Date: 10/22/2009

Project Budget Transfer Request 2006 Road Bond - Right of Way Project Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing budget transfer request of 2006 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager: move \$689,754.55 from P180 (Right of Way) to P124 (CR 179) \$2,000.00, P169 (CR 214) \$61,026.20, P175 (Chandler Road 3A/3B) \$593,484.85, P179 (CR 138) \$13,750.00 and P183 (Williams Drive) \$19,493.50.

Background

Right of way project was budgeted in the 2006 Road Bond to offset unpredictable costs on each roadway section. Periodically these amounts need to be reallocated into specified project budget.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Pam Navarrette
 Started On: 10/22/2009 09:07 AM
 Final Approval Date: 10/22/2009

Trademan Park Agreement Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Pete Correa, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Agreement for Preliminary Engineering Services between the County and Union Pacific Railroad on Tradesmans Park Crossing.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Trademanscrossing](#)

Form Routing/Status

Form Started By: Pete Correa
Started On: 09/15/2009 02:37 PM
Final Approval Date: 10/22/2009

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, for good and valuable consideration, the receipt of which is hereby acknowledged, is made and entered into effective this _____ day of _____, 2009, by and between Union Pacific Railroad Company Delaware corporation (hereinafter, "the Railroad") and Williamson County, a county of the State of Texas (hereinafter the Public Authority").

Now, therefore, in consideration of the premises, and the promises and conditions hereinafter set forth, the parties hereto agree as follows.

1. The Project and the Work.

The Public Authority has stated its intention to proceed initially with a project, as follows Tradesman Park (hereinafter referred to as "the Project"). The Public Authority has requested that the Railroad conduct preliminary engineering services, develop cost estimates and review preliminary layouts in connection with the Project. Any of the Railroad's work (whether performed directly by Railroad or by others they contract with) associated with such services is call the "Work" in this Agreement. The Railroad is agreeable to complying with the Public Authority's request, subject to the terms and conditions of this Agreement.

2. Payment and Deposit for Work.

The Public Authority shall pay and reimburse the Railroad for all actual Cost that Railroad incurs in performing such Work. On the date of execution of this Agreement, the Public Authority tenders to Railroad a deposit in the amount specified by Railroad in its web-posted Deposit Schedule (hereinafter, this is referred to as the "Deposit"). The Railroad will apply the Deposit to the total Cost of the Work. If the Deposit is insufficient to pay for the actual Cost of the Work, Railroad will notify the Public Authority of the estimated or actual shortfall and the Public Authority within ten (10) days shall pay that additional amount to the Railroad. Railroad is not required to proceed with the Work until the additional payment for the Work is received. If the Deposit and any additional

payment for the Work exceeds the actual Cost of the Work, Railroad will either refund the overage or apply it to the Cost of future Railroad work associated with the Project after the preliminary services are performed, at the Public Authority's election.

3. "Cost" as used herein means all costs and expenses of labor, supplies, and material incurred for or in connection with the Railroad's performance of the Work, including, without limitation, direct and indirect labor additives, delivery charges, and Railroad's additives and overhead, as such are in effect on the date Railroad prepares its estimates or final billing.
4. If the Public Authority elects to go forward with the Project after these preliminary services are performed, Railroad and Public Authority agree to enter into the separate Agreement for the construction of the project and other activities; identified as the select either Wayside Horn Agreement or Agreement Regarding Quiet Zone Warning Devices, WHICH IS CURRENTLY POSTED ON Railroad's website.

DAN A. GATTIS

Williamson County Judge

Attest: _____

Nancy E. Rister

Williamson County Clerk

TXDOT Row Agreement for FM 112 Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Right Of Way Acquisition Project FM 112, brushy Creek Relief, agreement between Williamson County and TXDOT.

Background

This is a contract agreement with TXDOT and Williamson County to purchase Right Of Way for FM 112 Bridge, Brushy Creek Relief. The agreement being that Williamson County pay 10% of the cost of ROW Purchase. Total cost to Williamson County being \$8520.70

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [TXDOT Row Agreement](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 10/21/2009 04:14 PM
Final Approval Date: 10/22/2009

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09/11/2008

WILLIAMSON COUNTY UNIFIED ROAD
SYSTEM 1295310
3151 SE INNER LOOP STE B
GEORGETOWN 78626-6343

#G18710984

(1) CATERPILLAR INC CS54 SOIL SMOOTH DRUM COMPACTOR

MACHINE SPECIFICATIONS

Description
CS54 VIBRATORY COMPACTOR
FREQUENCY, DUAL
DRUM, SMOOTH
SCRAPER, STEEL, FRONT + REAR
PLATFORM, ROPS/FOPS
SEAT, SUSPENSION, VINYL
OIL, HYDR, FACTORY FILLED
INSTRUCTIONS, ENGLISH
TIRES, FLOTATION, 8PR
GAUGE, VIBRATIONS PER MINUTE
INLAND FREIGHT
DOMESTIC TRUCK
PRODUCT LINK, PL321

BuyBoard Sales Price

USD \$ 109,191

Includes:

Manuals – Service & Maint.
Delivery
12 months no Charge Field Service
Beacon

Optional Warranty (STD Warranty 6 months unlimited hours)

12 months Total Machine and 36 months / 5000 Powertrain & Hydraulics - \$1,525.00
6 months Total Machine and 60 months/5000 hours Powertrain & Hydraulics- \$3,111.00
60 months Total Machine ~~\$3,855.00~~

Repurchase Agreement

36 months or 5,000 hours - \$45,750.00
60 months or 7,500 hours - \$32,650.00

\$ 113,046.00

Delivery – December/January ARO

Your Caterpillar dealer from the Red River to the Rio Grande
Call 1-800-275-4658 for the HOLT CAT store nearest you, or visit our website
WWW.HOLTCAT.COM

Compact Equipment

Machines

- » Articulated Trucks
- » Backhoe Loaders
- » Cold Planers
- » Compactors
- » Feller Bunchers
- » Forest Machines
- » Forwarders
- » Harvesters
- » Hydraulic Excavators
- » Industrial Loaders
- » Knuckleboom Loaders
- » Lift Trucks
- » Material Handlers
- » Motor Graders
- » Multi Terrain Loaders
- » Off-Highway Tractors
- » Off-Highway Trucks
- » Paving Equipment
- » Pipelayers
- » Road Reclaimers
- » Scrapers
- » Skidders
- » Skid Steer Loaders
- » Telehandlers
- » Track Loaders
- » Track-Type Tractors
- » Underground Mining
- » Wheel Dozers
- » Wheel Excavators
- » Wheel Loaders

Work Tools

Engines

Power Generation

Rental Power

Turbines

Parts

Used Equipment

Electronics

Technology

OEM Solutions

Gifts & Apparel

CS54 VIBRATORY SOIL COMPACTOR

Overview

Specifications

Benefits & Features

Optional Equipment

SPECIFICATIONS

Units: **US** | Metric

Weights

Operating Weight w/ROPS/FOPS	23120 lb
Weight at Drum w/ROPS/FOPS	12280 lb
Operating Weight without ROPS/FOPS	22635 lb
Weight at Drum without ROPS/FOPS	12148 lb
Shipping weight w/ROPS/FOPS	22945 lb
Shipping weight without ROPS/FOPS	22460 lb

Operating Specifications

Drum Width	84 in
Travel Speed (Maximum)	6.9 mph
Turning Radius Inside Drum Edge	145 in
Turning Radius Outside Drum Edge	229 in
Ground Clearance	20.3 in
Curb Clearance	20.3 in

Engine

Gross Power	130 hp
Engine Model	Cat C4.4 with ACERT Technology
Net Power - EEC 80/1269	121.6 hp
Net Power - ISO 9249	121.6 hp
Net Power - SAEJ1349	120.3 hp
Bore	4.13 in
Stroke	5 in

Dimensions

Drum Diameter - Over Drum	60.4 in
Overall Length	219 in
Overall Width	90 in
Height w/ROPS/FOPS	121 in.
Wheelbase	114 in

Tires

Tires	23.1" x 26" 8-ply flotation
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Service Refill Capacities

Fuel Tank Capacity	53 gal
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BUILD & QUOTE

Configure your machine and get price estimate

» Launch Application

Locate Your Dealer

Get in touch with your local dealer for more information.

» Locate Your Dealer

Vibratory System

Nominal Amplitude - High	.071 in
Nominal Amplitude - Low	.033 in
Centrifugal Force Maximum	52600 lb
Centrifugal Force Minimum	30000 lb

Benford Real Estate Contract for RM 2338, Parcel 31, Part 1. Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Dwight and Arlethia Benford for ROW needed on RM 2338. (P31, Part 1)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Benford Real Estate Contract for RM 2338, \(P31, Part 1\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/22/2009 09:28 AM
Final Approval Date: 10/22/2009

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DWIGHT BENFORD AND ARLETHIA B. BENFORD, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.167 acre, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 31, part 1); and

A waterline easement interest in and across all of that certain 0.078 acre tract of land, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 31WE, part 1).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" herein, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property shall be the sum of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01 In connection with Purchaser's construction on the purchased Property, Purchaser shall:

- (1) notify Seller, in advance, of when work crews and inspectors will be on the Property;
- (2) mark by stake or reasonable indication the Property's common boundary with the Seller's remaining property;
- (3) abide by any reasonable entry rules as to Seller's remaining property; and
- (4) restore the Seller's remaining Property as closely as possible to its original condition if altered due to construction that Purchaser completes or causes to be completed.

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Georgetown Title Company on or before October 30, 2009, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibits "A", and a duly executed and acknowledged Waterline Easement conveying such interest in and to the portion of the Property described in Exhibit "B", free and clear of any liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest, as applicable, in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.

- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE IX MISCELLANEOUS

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

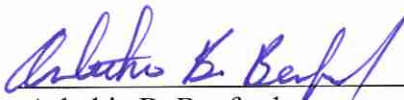
[signature page follows]

SELLER:


Dwight Benford

Date: 10-21-09

Address: _____


Arlethia B. Benford

Date: 10-21-09

Address: _____

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 31 Part I
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 31 PART I

BEING, 0.167 of an acre (7,252 Square Feet) of land, situated in the Frederick Foy Survey, Abstract No. 229, in Williamson County, Texas, said land being a portion of Lot A of the Resubdivision of Lot 1A, Block A, Amended Plat of Lot 1,2 & 3, Block A, Four-T Ranch, Section One, a subdivision of record in Cabinet W, Slide 166, of the Plat Records of Williamson County, Texas; said land being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9607949 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found on, or near, the of Southwest line of the Frederick Foy Survey Abstract No. 229, being the Northeast line of the Lewis P. Dyches Survey, Abstract No. 171, marking the Northwest corner of the above-referenced Lot A, being the Northeast corner of that certain tract of land called, 1.781 acres, as conveyed to M & H Machine & Welding, Inc., by deed recorded as Document No. 9525834 of the Official Records of Williamson County, Texas;

THENCE, along, or near, the said Southwest line of the Frederick Foy Survey, Abstract No. 229, and the said Northeast line of the Lewis P. Dyches Survey, Abstract No. 171, being the West line of the said Lot A and the East line of the said 1.781 Acre M & H Machine & Welding Inc. tract, S 19°24'00" E, 233.78 feet to an iron pin with TxDOT aluminum cap set on the proposed North line of Ranch to Market Highway No. 2338, 63.23 feet left of station 450+79.01, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed North line of RM 2338 along a curve to the left having a radius of 1,330.00 feet, a Central Angle of 7°15'26" and Long Chord bears S 71°21'00" E, 168.35 feet, an arc distance of 168.46 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) on the East line of the said Lot A, being the West line of Lot B of the said Resubdivision of Lot 1A, Block A, Amended Plat of Lot 1, 2 & 3, Block A, Four-T Ranch, Section One, for the Northeast corner hereof;
- 2) THENCE, S 12°33'00" E, 52.68 feet to a TxDOT Type I Concrete Marker found on the existing North line of RM 2338, marking the Southeast corner of the said Lot A and the Southwest corner of the said Lot B, for the Southeast corner hereof;

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS:

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2008, A.D.

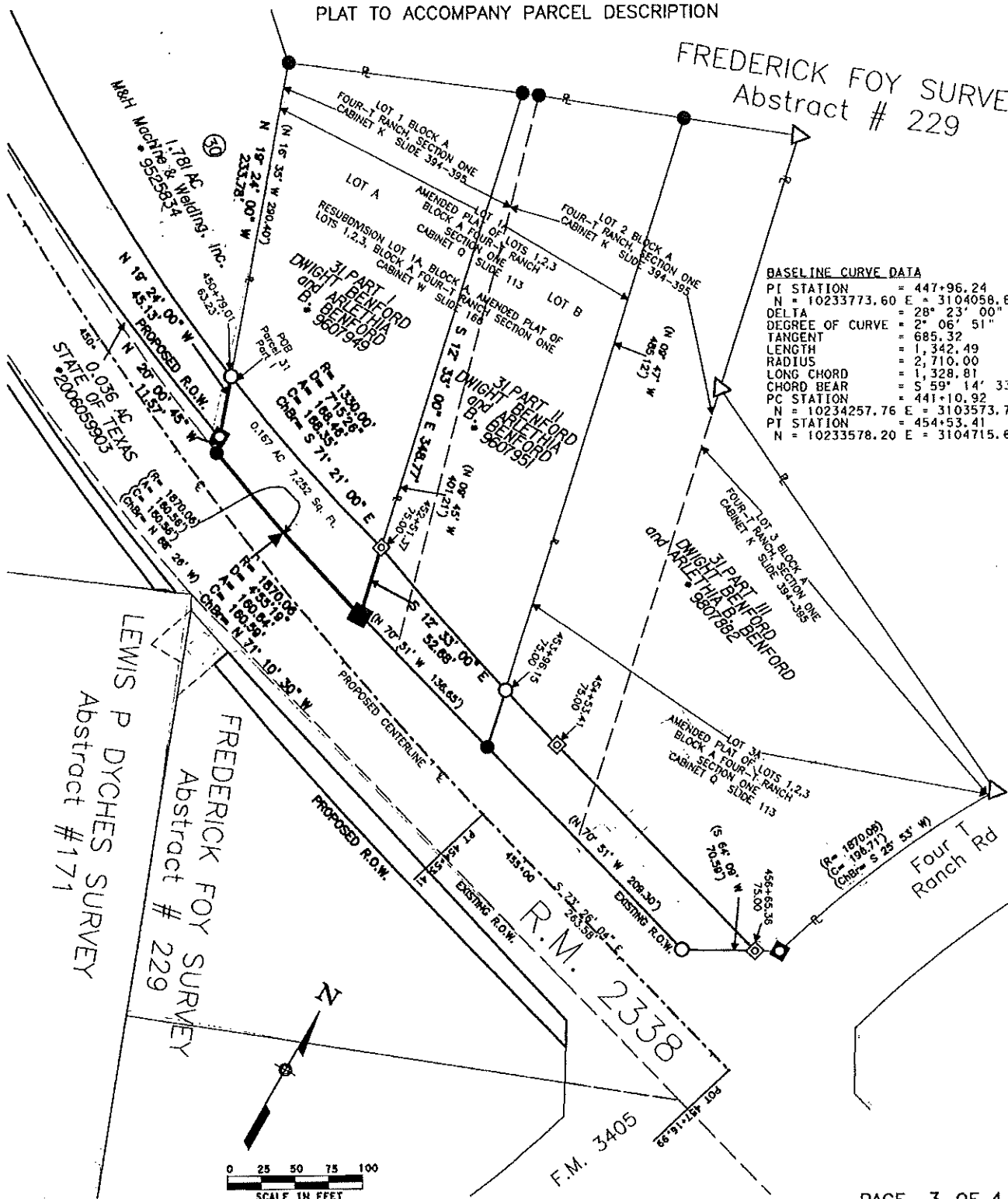
STATE OF TEXAS
REGISTERED
BRIAN F. PETERSON
3967
PROFESSIONAL
LAND SURVEYOR

PLAT TO ACCOMPANY PARCEL DESCRIPTION

FREDERICK FOY SURVEY
Abstract # 229

BASELINE CURVE DATA

PI STATION = 447+96.24
N = 10233773.60 E = 3104058.80
DELTA = 28° 23' 00" (LT)
DEGREE OF CURVE = 2° 06' 51"
TANGENT = 685.32
LENGTH = 1,342.49
RADIUS = 2,710.00
LONG CHORD = 1,328.81
CHORD BEAR = S 59° 14' 33" E
PC STATION = 441+10.92
N = 10234257.76 E = 3103573.78
PT STATION = 454+53.41
N = 10233578.20 E = 3104715.68



PAGE 3 OF 4

STEEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
DWIGHT BENFORD
and wife, ARLETHIA B. BENFORD



Texas Department of Transportation
© 2008 by Texas Department of Transportation.
All rights reserved.

SCALE:
1" = 100'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 31 PART I
Plat 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

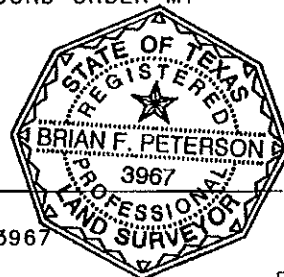
NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



PAGE 4 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
DWIGHT BENFORD
and wife, ARLETHIA B. BENFORD

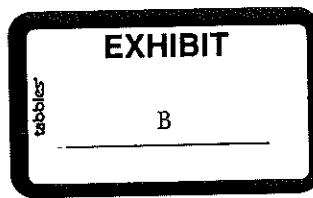


Texas Department of Transportation
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SCALE: 1" = 100'
CSJ #: 2211-01-023
PROJECT: RM 2338
COUNTY: WILLIAMSON

PARCEL: 31 PART 1
Plat 2 of 2

STATE OF TEXAS
COUNTY OF WILLIAMSON



WATERLINE
EASEMENT

0.078 ACRE SITUATED IN
FREDRICK FOY SURVEY
ABSTRACT 229
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.078 ACRE (3,418 SQUARE FEET) TRACT SITUATED IN THE FREDRICK FOY SURVEY, ABSTRACT 229, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT A, BLOCK A, RESUBDIVISION OF LOT 1A, BLOCK A, AMENDED PLAT OF LOTS 1, 2, & 3, BLOCK A, FOUR-T RANCH SECTION ONE, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET W, SLIDE 166 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a varying width right-of-way, and the west line of said Lot A, same being the east line of a called 1.781 acres tract as described in a General Warranty Deed to M & H Machine & Welding, Inc., and recorded in Document No. 1995025834 of the Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in said west line of Lot A and said east line of the 1.781 acres tract, for the northeast corner of a called 0.037 acre tract as described in a Deed to the State of Texas and recorded in Document No. 2006070169 of said Official Public Records of Williamson County, Texas, bears S19°23'57"E a distance of 45.13 feet;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, with said west line of Lot A and said east line of the 1.781 acres tract, N19°23'57"W a distance of 26.94 feet;

THENCE leaving said west line of Lot A and said east line of the 1.781 acres tract, crossing said Lot A, with the arc of a curve to the left a distance of 173.38 feet, said curve having a radius of 1310.00 feet, a central angle of 07°34'59", and a chord bearing S70°43'41"E a distance of 173.26 feet to a point in the east line of said Lot A, same being the west line of Lot B, Block A, said Resubdivision of Lot 1A, Block A, Amended Plat of Lots 1, 2, & 3, Block A, Four-T Ranch Section One;

THENCE with said east line of Lot A and said west line of Lot B, S12°32'56"E a distance of 22.61 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in said west line of Lot A and said east line Lot B, for a non-tangent point of curvature in said proposed northeast right-of-way line of R.M. 2338;

THENCE leaving said east line of Lot A and said west line of Lot B, crossing said Lot A, with said proposed northeast right-of-way line of R.M. 2338 and with the arc of a curve to the right a distance of 168.46 feet, said curve having a radius of 1330.00 feet, a central angle of 07°15'26", and a chord bearing N71°20'55"W a distance of 168.35 feet to said **POINT OF BEGINNING** and containing 0.078 acre.

THE STATE OF TEXAS

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§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of October 2009, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759




Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(31)-PART 1-26424.dgn, dated October 16, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

GRAPHIC SCALE 1"=50'

0' 25' 50' 100'

LEGEND:

- 1/2" IRON ROD FOUND W/CAP "TX001"
 CALCULATED POINT
 O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
 P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
 D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
 P.O.B. POINT OF BEGINNING
 () RECORD INFORMATION

RESUBDIVISION OF LOT 1A, BLOCK A,
 AMENDED PLAT OF LOTS 1, 2 & 3, BLOCK A
 FOUR-T RANCH SECTION ONE
 CAB. W, SLIDE 166
 P.R.W.C.T.

BLOCK 'A'

LOT A

LOT B

PROPOSED WATER
 LINE ESMT.
 0.078 AC.
 3,418 SQ. FT.

PROP. R.O.W.

EXISTING R.O.W.

P.O.B.

(10.037 AC.)
 STATE OF TEXAS
 DOC. #2006070169
 O.P.R.W.C.T.

PROP. R.O.W.

EXISTING R.O.W.

APPROX. SURVEY LINE

PROP. R.O.W.

EXISTING R.O.W.

(BENT)

R.M. 2338
 C.S.I. 2211-01-029
 (Prop. Varying Width R.O.W.)

LINE	BEARING	DISTANCE
L1	N 19° 23' 57" W	26.94'
L2	S 12° 32' 56" E	22.61'
L3	S 19° 23' 57" E	45.13'

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	1310.00'	07° 34' 59"	173.38'	S 70° 43' 41" E	173.26'
C2	1330.00'	07° 15' 26"	168.46'	N 71° 20' 55" W	168.35'

EXISTING R.O.W.



HALFF
 4030 WEST BRAKER LANE, SUITE 450
 AUSTIN, TEXAS 78759-5358
 TEL (512) 252-8184
 FAX (512) 252-8141

PARCEL 31 - PART 1
 SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:
 26424

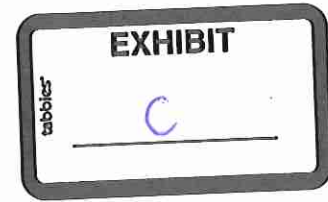
DATE:
 10/16/2009

ACCOMPANYING FILE NAME:
 SV-LD-P31-PART 1-26424.doc

SKETCH BY:
 KKH

3,418 SQUARE FEET
 ~ 0.078 ACRE
 SITUATED IN THE
 FREDRICK FOY SURVEY,
 ABSTRACT NO. 229
 WILLIAMSON COUNTY, TEXAS

SPECIAL WARRANTY DEED
RM 2338 Right of Way



THE STATE OF TEXAS

§
§
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COUNTY OF WILLIAMSON

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DWIGHT BENFORD and ARLETHIA B. BENFORD, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.167 acre tract of land, more or less, being out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 31, part 1)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of RM 2338, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

Dwight Benford

Arlethia B. Benford

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Dwight Benford and Arlethia B. Benford, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

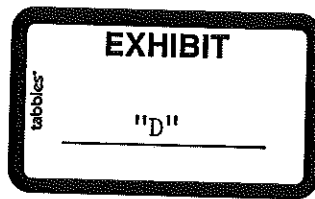
PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

TxDOT Right of Way Administrator
7901 N IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:



WATER LINE EASEMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

DATE: _____, 2009

GRANTOR: DWIGHT BENFORD AND ARLETHA B. BENFORD

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district
of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Texas 76527

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land upon, across, over and under the following described real property:

Approximately 0.078 acre of land, more or less, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes.

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement and Temporary Construction Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive except for use by Pedernales Electric Cooperative or otherwise approved by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and Temporary Construction Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2009.

GRANTOR:

Dwight Benford

Arletha B. Benford

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____,
2009, by Dwight Benford and Arletha B. Benford, in the capacity and for the purposes and
consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 78727

Benford Real Estate Contract for RM 2338, Parcel 31, Part 2 Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Dwight and Arlethia Benford for ROW needed on RM 2338. (P31, Part 2)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [Benford Real Estate Contract \(P31, Part 2\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/22/2009 09:33 AM
Final Approval Date: 10/22/2009

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DWIGHT BENFORD AND ARLETHIA B. BENFORD, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.131 acre, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 31, part 2); and

A waterline easement interest in and across all of that certain 0.065 acre tract of land, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 31WE, part 2).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" herein, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property shall be the sum of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01 In connection with Purchaser's construction on the purchased Property, Purchaser shall:

- (1) notify Seller, in advance, of when work crews and inspectors will be on the Property;
- (2) mark by stake or reasonable indication the Property's common boundary with the Seller's remaining property;
- (3) abide by any reasonable entry rules as to Seller's remaining property; and
- (4) restore the Seller's remaining Property as closely as possible to its original condition if altered due to construction that Purchaser completes or causes to be completed.

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Georgetown Title Company on or before October 30, 2009, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibits "A", and a duly executed and acknowledged Waterline Easement conveying such interest in and to the portion of the Property described in Exhibit "B", free and clear of any liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest, as applicable, in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.

- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE IX MISCELLANEOUS

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

[signature page follows]

SELLER:

Dwight A. Benford
Dwight Benford

Date: 10-21-09

Address: _____

Arlethia B. Benford
Arlethia B. Benford

Date: 10-21-09

Address: _____

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 31 Part II
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 31 PART II

BEING, 0.131 of an acre (5,703 Square Feet) of land, situated in the Frederick Foy Survey, Abstract No. 229, in Williamson County, Texas, said land being a portion of Lot B of the Resubdivision of Lot 1A, Block A, Amended Plat of Lot 1, 2 & 3, Block A, Four-T Ranch, Section One, a subdivision of record in Cabinet W, Slide 166, of the Plat Records of Williamson County, Texas; said Lot B being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford by deed recorded as Document No. 9607949 of the Official Records of Williamson County, Texas, and a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford by deed recorded as Document No. 9607951 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most northerly corner of the above referenced Lot B, being the Northwest corner of that certain Lot 3A of the Amended Plat of Lots 1, 2 & 3 Block A, Four -T Ranch, Section One, a subdivision as recorded in Cabinet Q, Slide 113, of the Plat Records of Williamson County, Texas, said Lot 3A being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford by deed recorded as Document No. 9607951 of the Official Records of Williamson County, Texas, and a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford by deed recorded as Document No. 9807882 of the Official Records of Williamson County, Texas;

THENCE, along the East line of the said Lot B, being the West line of the said Lot 3A, S 12°33'30" E, 440.60 feet to an iron pin with TxDOT aluminum cap set on the proposed North line of Ranch to Market Highway No. 2338, 75.00 feet left of station 453+96.15, for the Northeast corner and Point of BEGINNING hereof;

- 1) THENCE, S 12°33'30"E, 44.29 feet to an iron pin found on the existing North line of RM 2338, marking the Southeast corner of the said Lot B, being the Southwest corner of that said Lot 3A, for the Southeast corner hereof;
- 2) THENCE, along the said existing North line of RM 2338, N 73°41'15"W 136.38 feet to a TxDOT Type I Concrete Marker found marking the Southwest corner of the said Lot B, being the Southeast corner of that certain Lot A of the said Resubdivision of Lot 1A, Block A, Amended Plat of Lot 1, 2 & 3, Block A, Four-T Ranch, Section One, said Lot A being a portion of that certain tract of land conveyed to Dwight Benford and Arlethia B.

FREDERICK FOY SURVEY
Abstract # 229



PARCEL: 31 PART II
Plot 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND


- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊡ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⌒ CENTER LINE
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

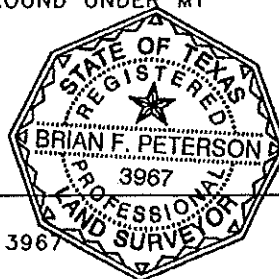
NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.


 3/18/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



PAGE 4 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
 DWIGHT BENFORD
 and wife, ARLETHIA B. BENFORD



Texas Department of Transportation
 © 2005 by Texas Department of Transportation
 All rights reserved.

SCALE:
 1" = 100'

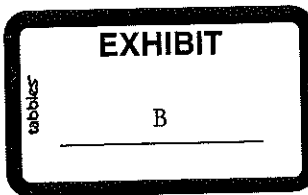
CSJ #:
 2211-01-023

PROJECT:
 RM 2338

COUNTY:
 WILLIAMSON

PARCEL: 31 PART II
 Plat 2 of 2

STATE OF TEXAS
COUNTY OF WILLIAMSON



WATERLINE
EASEMENT

0.065 ACRE SITUATED IN
FREDRICK FOY SURVEY
ABSTRACT 229
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.065 ACRE (2,813 SQUARE FEET) TRACT SITUATED IN THE FREDRICK FOY SURVEY, ABSTRACT 229, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT B, BLOCK A, RESUBDIVISION OF LOT 1A, BLOCK A, AMENDED PLAT OF LOTS 1, 2, & 3, BLOCK A, FOUR-T RANCH SECTION ONE, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET W, SLIDE 166 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in the west line of said Lot B, same being the east line of Lot A, Block A, said Resubdivision of Lot 1A, Block A, Amended Plat of Lots 1, 2, & 3, Block A, Four-T Ranch Section One, and also being a non-tangent point of curvature in the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a varying width right-of-way, and from which a 1/2-inch iron rod found in the existing northeast right-of-way line of R.M. 2338, a varying width right-of-way, for the southwest corner of said Lot B and the southeast corner of said Lot A, bears S12°32'56"E a distance of 52.68 feet;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, with said west line of Lot B and said east line Lot A, N12°32'56"W a distance of 22.61 feet;

THENCE leaving said west line of Lot B and said east line of Lot A, crossing said Lot B, the following two (2) courses and distances:

1. with the arc of a curve to the left a distance of 11.48 feet, said curve having a radius of 1310.00 feet, a central angle of 00°30'07", and a chord bearing S74°46'14"E a distance of 11.48 feet to non-tangent point of curvature to the left, and
2. with the arc of said curve to the left a distance of 129.00 feet, said curve having a radius of 2615.00 feet, a central angle of 02°49'35", and a chord bearing S70°33'13"E a distance of 128.99 feet to point in the east line of said Lot B, same being the west line of Lot 3A, Block A, Amended Plat of Lots 1, 2, & 3, Block A, Four-T Ranch Section One, a subdivision according to the plat of record in Cabinet Q, Slide 113 of the Plat Records of Williamson County, Texas;

THENCE with said east line of Lot B and said west line Lot 3A, S12°34'25"E a distance of 23.21 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the

intersection of said proposed northeast right-of-way line of R.M. 2338 and said west line of Lot B and said east line of Lot 3A;

THENCE leaving said east line of Lot B and said west line of Lot 3A, crossing said Lot B, with said proposed northeast right-of-way line of R.M. 2338 and with the arc of a curve to the right a distance of 140.78 feet, said curve having a radius of 2635.00 feet, a central angle of 03°03'40", and a chord bearing N70°41'36"W a distance of 140.76 feet to said **POINT OF BEGINNING** and containing 0.065 acre.

THE STATE OF TEXAS

§

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF TRAVIS

§

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of October 2009, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759




Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(31)-PART 3-26424.dgn, dated October 16, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

- LEGEND:**
- 1/2" IRON ROD FOUND W/CAP "TXDOT"
 - △ CALCULATED POINT
 - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
 - P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
 - D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
 - P.O.B. POINT OF BEGINNING
 - () RECORD INFORMATION

GRAPHIC SCALE 1"=50'

PAGE 3 OF 3



RESUBDIVISION OF LOT 1A, BLOCK A,
AMENDED PLAT OF LOTS 1, 2 & 3, BLOCK A
FOUR-T RANCH SECTION ONE
CAB. W, SLIDE 166
P.R.W.C.T.

LOT A

BLOCK 'A'

LOT B

AMENDED PLAT OF
LOTS 1, 2 & 3, BLOCK A
FOUR-T RANCH SECTION ONE
CAB. Q, SLIDE 113
P.R.W.C.T.

3A
BLOCK 'A'

PROPOSED WATER
LINE ESMT.
0.065 AC.
2,813 SQ. FT.

P.O.B.

(BENT)

PROP. R.O.W.

EXISTING R.O.W.

R.M. 2338
C.S. 1, 2211-01-083
(Prop. Varying Width R.O.W.)

EXISTING R.O.W.

PROP. R.O.W.

LINE	BEARING	DISTANCE
L1	N 12° 32' 56" W	22.61'
L2	S 12° 34' 25" E	23.21'
L3	S 12° 32' 56" E	52.68'

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	1310.00'	00° 30' 07"	11.48'	S 74° 46' 14" E	11.48'
C2	2615.00'	02° 49' 35"	129.00'	S 70° 33' 13" E	128.99'
C3	2635.00'	03° 03' 40"	140.78'	N 70° 41' 36" W	140.76'



4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5358
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 31 - PART 2
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:
26424

DATE:
10/16/2009

ACCOMPANYING FILE NAME:
SV-LD-P31--PART 2-26424.doc

SKETCH BY:
KKH

2,813 SQUARE FEET
~ 0.065 ACRE
SITUATED IN THE
FREDRICK FOY SURVEY,
ABSTRACT NO. 229
WILLIAMSON COUNTY, TEXAS

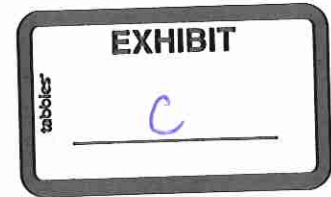
AUS /ZW_1R2200_8-5x11.plt

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1:54:00 PM 10/16/2009

10/16/2009

SPECIAL WARRANTY DEED
RM 2338 Right of Way



THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DWIGHT BENFORD and ARLETHIA B. BENFORD, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.131 acre tract of land, more or less, being out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 31, part 2)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of RM 2338, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

Dwight Benford

Arlethia B. Benford

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Dwight Benford and Arlethia B. Benford, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

TxDOT Right of Way Administrator
7901 N IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:



202

202

20

Approximately 0.065 acre of land, more or less, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes.

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement and Temporary Construction Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive except for use by Pedernales Electric Cooperative or otherwise approved by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and Temporary Construction Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2009.

GRANTOR:

Dwight Benford

Arletha B. Benford

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by Dwight Benford and Arletha B. Benford, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 78727

Benford Real Estate Contract for RM 2338, Parcel 31, Part 3 Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Dwight and Arlethia Benford for ROW needed on RM 2338. (P31, Part 3)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Benford Real Estate Contract for RM 2338 \(P31, Part 3\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/22/2009 09:37 AM
Final Approval Date: 10/22/2009

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DWIGHT BENFORD AND ARLETHIA B. BENFORD, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.208 acre tracts of land, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibits "A" attached hereto and incorporated herein (Parcel 31, part 3); and

An electric easement interest in and across all of that certain 0.135 acre tract of land, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 31EE); and

A waterline easement interest in and across all of that certain 0.129 acre tract of land, more or less, out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "C" attached hereto and incorporated herein (Parcel 31WE, part 3).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" herein, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of FIFTY THOUSAND and 00/100 Dollars (\$50,000.00).

2.01.1. Purchaser shall pay the additional amount of SEVENTY FIVE THOUSAND and 00/100 Dollars (\$75,000.00) as compensation for the purchase or replacement of any improvements or fencing on the Property.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the closing.

Special Provisions

2.03. As additional compensation for purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to construct a sixteen (16) foot wide concrete driveway connection with fifteen (15) foot radii between the proposed RM 2338 roadway improvements and the remaining property of Seller. The driveway reconnection and appurtenant culvert and drainage elevations will be constructed as part of the RM 2338 construction project, and shall be located at approximately Station 455+35 of the project and shall otherwise be constructed in substantial compliance with any notes or specifications as shown on the plan sheet attached hereto at Exhibit "D". Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01 In connection with Purchaser's construction on the purchased Property, Purchaser shall:

- (1) notify Seller, in advance, of when work crews and inspectors will be on the Property;
- (2) mark by stake or reasonable indication the Property's common boundary with the Seller's remaining property;
- (3) abide by any reasonable entry rules as to Seller's remaining property; and
- (4) restore the Seller's remaining Property as closely as possible to its original condition if altered due to construction that Purchaser completes or causes to be completed.

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Georgetown Title Company on or before October 30, 2009, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibits "A", and a duly executed and acknowledged Electric Utility Easement conveying such interest in and across the portion of the Property described in Exhibit "B", and a duly executed and acknowledged Waterline Easement conveying such interest in and to the portion of the Property described in Exhibit "C", free and clear of any liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein. The electric easement shall be in the form as shown in Exhibit "F" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "G" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest, as applicable, in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE IX MISCELLANEOUS

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

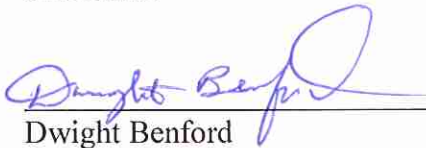
9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

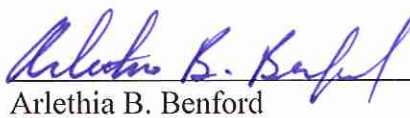
[signature page follows]

SELLER:


Dwight Benford

Date: 10-21-09

Address: _____


Arlethia B. Benford

Date: 10-21-09

Address: _____

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 31 Part III
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 31 PART III

BEING, 0.208 of an acre (9,042 Square Feet) of land, situated in the Frederick Foy Survey, Abstract No. 229, in Williamson County, Texas, said land being a portion of Lot 3A of the Amended Plat of Lot 1, 2 & 3, Block A, Four-T Ranch, Section One, a subdivision of record in Cabinet Q, Slide 113, of the Plat Records of Williamson County, Texas, said Lot 3A being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9607951 of the Official Records of Williamson County, Texas, and a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9807882 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the Northwest corner of the above referenced Lot 3A, being the most northerly corner of Lot B of the Resubdivision of Lot 1A, Block A, Amended Plat of Lots 1, 2 & 3 Block A, Four -T Ranch, Section One, a subdivision as recorded in Cabinet W, Slide 166, of the Plat Records of Williamson County, Texas, said Lot B being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9607951 of the Official Records of Williamson County, Texas, and a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford by deed recorded as Document No. 9607949 of the Official Public Records of Williamson County, Texas;

THENCE, along the West line of the said Lot 3A, being the East line of the said Lot B, S 12°33'30" E, 440.60 feet to an iron pin with TxDOT aluminum cap set on the proposed North line of Ranch to Market Highway No. 2338, 75.00 feet left of station 453+96.15, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed North line of RM 2338 along a curve to the left having a radius of 2,635.00 feet, a Central Angle of 1°12'49" and Long Chord bears S 72°49'45" E, 55.82 feet, an arc distance of 55.82 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);
- 2) And S 73°26'00" E, 211.95 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) on

- 3) THENCE, along the said existing North line of RM 2338, S 61°24'30" W, 53.30 feet to an iron pin with TxDOT aluminum cap set;
- 4) And N 73°31'00" W, 208.62 feet to an iron pin found marking the Southwest corner of the said Lot 3A and the Southeast corner of said Lot B, for the Southwest corner hereof;
- 5) THENCE, N 12°33'30W, 44.29 feet to the Place of BEGINNING and containing 0.208 of an acre (9,042 Square Feet) of land, more or less.

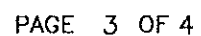
COUNTY OF WILLIAMSON }

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2008 A.D.

Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



FREDERICK FOY SURVEY
Abstract # 229



Texas Department of Transportation
© 2008 by Texas Department of Transportation.
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PARCEL: 31 PART III
Plat 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊕ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

NOTES:

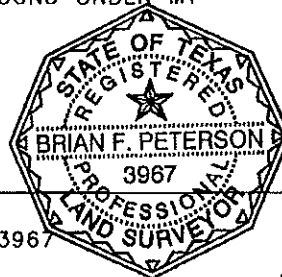
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature]
3/10/09

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



PAGE 4 OF 4

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
DWIGHT BENFORD
and wife, ARLETHIA B. BENFORD



SCALE:
1" = 100'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 31 PART III
Plot 2 of 2

EXHIBIT B

County: Williamson
Parcel No.: 31 Part III(U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 31 PART III(U)

BEING, 0.135 of an acre (5,871 Square Feet) of land, situated in the Frederick Foy Survey, Abstract No. 229, in Williamson County, Texas, said land being a portion of Lot 3A of the Amended Plat of Lot 1, 2 & 3, Block A, Four-T Ranch, Section One, a subdivision of record in Cabinet Q, Slide 113, of the Plat Records of Williamson County, Texas, said Lot 3A being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9607951 of the Official Records of Williamson County, Texas, and a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9807882 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the Northwest corner of the above referenced Lot 3A, being the most northerly corner of Lot B of the Resubdivision of Lot 1A, Block A, Amended Plat of Lots 1, 2 & 3 Block A, Four -T Ranch, Section One, a subdivision as recorded in Cabinet W, Slide 166, of the Plat Records of Williamson County, Texas, said Lot B being a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford, by deed recorded as Document No. 9607951 of the Official Records of Williamson County, Texas, and a portion of that certain tract of land as conveyed to Dwight Benford and Arlethia B. Benford by deed recorded as Document No. 9607949 of the Official Public Records of Williamson County, Texas;

THENCE, along the West line of the said Lot 3A, being the East line of the said Lot B, S 12°33'30" E, 417.40 feet to a point, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, along a curve to the left having a radius of 2,615.00 feet, a Central Angle of 1°28'14" and Long Chord bears S 72°42'00" E, 67.11 feet, an arc distance of 67.11 feet, to a point;
- 2) And S 73°26'00" E, 203.63 feet, to a point;
- 3) And N 61°24'30" E, 30.56 feet, to a point on the Southeast line of the said Lot 3A, being the Northwest line of Four-T Ranch Road for the most easterly corner hereof;
- 4) THENCE, along the said South line of Lot 3 A, being the Northwest line of Four-T Ranch Road, along a curve to the left having a radius of 840.00 feet, a Central Angle of

1°57'31" and a Long Chord bears S 17°15'30" E, 28.71 feet, an arc distance of 28.71 feet, to a TxDOT Type II monument found, on the existing North line of Ranch to Market Highway No. 2338;

- 5) THENCE, along the said existing North line of RM 2338, S 61°24'30" W, 18.28 feet, to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) for the Southeast corner hereof;
- 6) THENCE, along the proposed North line of RM 2338, N 73°26'00" W 211.95 feet, to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);
- 7) And along a curve to the right having a radius of 2,635.00 feet, a Central Angle of 1°12'49" and a Long Chord bears N 72°49'45" W, 55.82 feet, an arc distance of 55.82 feet, to an iron pin with TxDOT aluminum cap set on the West line of the said Lot 3A, being the east line of the said Lot B, for the Southwest corner hereof;
- 8) THENCE, N 12°33'30 W, 23.20 feet to the Place of BEGINNING and containing 0.135 of an acre (5,871 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

Access is permitted to the highway facility from the remainder of the abutting property.

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS:

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 6th day of April, 2009, A.D.

Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas
20863 PARCEL 31 Part III(U).doc



PLAT TO ACCOMPANY PARCEL DESCRIPTION

Lot B
Resubdivision
Lot 1A, Block A,
Amended Plat of
Lots 1,2,3, Block A,
Four-T Ranch,
Section One
W/166

Lot 1A
1.216 AC
DWIGHT &
ARLETHIA B.
BENFORD
9607951

S 12° 33' 30" E
417.40'

(N 9° 47' W
485.12')

Lot 3A
Amended Plat of
Lots 1,2,3, Block A,
Four-T Ranch, Section One
Q/113

1.87 AC
DEAN KRAHN and spouse,
SHIRREE KRAHN
2002040066

Lot 2 Lot 3
Block A
Four-T Ranch
Section One
K/394-395

(2.53 AC)
DWIGHT & ARLETHIA B.
BENFORD
9807882

0.135 AC
(5,871 SF)

FOUR-T
RANCH RD

STEGEROBIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
DWIGHT BEFORD &
ARLETHIA B. BENFORD



ASSN	1278 S AUSTIN AVENUE	GEORGETOWN, TX 75222
REFS	612 933 6412	612 933 6412
EMAIL	STEGEROBIZZELL@GMAIL.COM	STEGEROBIZZELL@GMAIL.COM

SCALE:
1" = 60'

CSJ:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 31 Part 3(U)
PLAT 1 OF 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊗ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED

CODE	BEARING	DISTANCE
L1	N 12°33'30" W	23.20'
L2	N 12°33'30" W	44.29'
L3	N 61°24'30" E	30.56'
L4	S 61°24'30" W	18.28'
L5	N 61°24'30" E	53.50'

- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	840.00'	168.45'	N 23°59'00" E	168.17'	11°9'23"
C2	2615.00'	67.11'	S 72°42'00" E	67.11'	1°28'14"
C3	840.00'	28.71'	S 17°15'30" W	28.71'	1°57'31"
C4	2635.00'	55.82'	N 72°49'45" W	55.82'	1°12'49"

P.O.R. POINT OF REFERENCE

P.O.B. POINT OF BEGINNING

— LINE BREAK

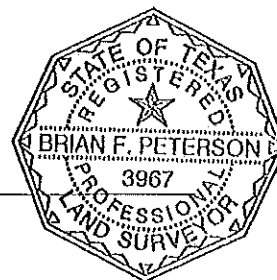
NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

5/6/09
BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



PAGE 4 OF 4

STEGEROBIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

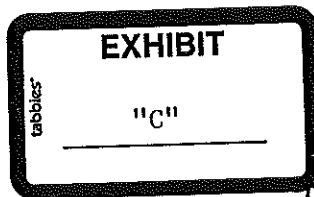
DWIGHT BEFORD &
ARLETHIA B. BENFORD



NOTES: 1878 BLAUS TRAIL AVENUE
MEMO: 817-633-6112 FAX: 817-633-6118
ENGINEERS PLANNERS SURVEYORS

SCALE: 1" = 60'
CSJ: 2211-01-023
PROJECT: RM 2338
COUNTY: WILLIAMSON

PARCEL: 31 Part 3(U)
PLAT 2 OF 2



STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.129 ACRE SITUATED IN FREDRICK
FOY SURVEY
ABSTRACT 229
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.129 ACRE (5,639 SQUARE FEET) TRACT SITUATED IN THE FREDRICK FOY SURVEY, ABSTRACT 229, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 3A, BLOCK A, AMENDED PLAT OF LOTS 1, 2, & 3, BLOCK A, FOUR-T RANCH SECTION ONE, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET Q, SLIDE 113 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found for an angle point in the northwest right-of-way line of Four-T Ranch Road, an 80-foot wide right-of-way according to the plat of Four-T Ranch Section One, a subdivision according to the plat of record in Cabinet K, Slides 394-395, said Plat Records of Williamson County, Texas, same being an angle point in the southeast line of said Lot 3A;

THENCE with said northwest right-of-way line of Four-T Ranch Road and said southeast line of Lot 3A, S61°24'34"W a distance of 18.28 feet, to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a varying width right-of-way, and said northwest right-of-way line of Four-T Ranch Road and said southeast line of Lot 3A, and from which a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found for the southern-most corner of said Lot 3A bears S61°24'34"W a distance of 53.30 feet;

THENCE leaving said northwest right-of-way line of Four-T Ranch Road and said southeast line of Lot 3A, crossing said Lot 3A, with said proposed northeast right-of-way line of R.M. 2338, the following two (2) courses and distances:

1. N73°26'04"W a distance of 211.95 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found for a point of curvature to the right, and
2. with the arc of said curve to the right a distance of 55.68 feet, said curve having a radius of 2635.00 feet, a central angle of 01°12'38", and a chord bearing N72°49'45"W a distance of 55.68 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found in the west line of said Lot 3A, same being the east line of Lot B, Block A, Resubdivision of Lot 1A, Block A, Amended Plat of Lots 1, 2, & 3, Block A, Four-T Ranch, Section One, a subdivision according to the plat of record in Cabinet W, Slide 166 of the Plat records of Williamson County, Texas;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, with said west line of Lot 3A and said east line of Lot B, N12°34'25"W a distance of 23.21 feet;

THENCE leaving said west line of Lot 3A and said east line of Lot B, crossing said Lot 3A the following two (2) courses and distances:

1. with the arc of a curve to the left a distance of 66.98 feet, said curve having a radius of 2615.00 feet, a central angle of 01°28'03", and a chord bearing S72°42'02"E a distance of 66.98 feet to a point of tangency, and
2. S73°26'04"E a distance of 224.83 feet to a point in said northwest right-of-way line of Four-T Ranch Road and said southeast line of Lot 3A;

THENCE with said northwest right-of-way line of Four-T Ranch Road and said southeast line of Lot 3A, with the arc of a curve to the left a distance of 7.04 feet, said curve having a radius of 840.00 feet, a central angle of 00°28'49", and a chord bearing S16°31'12"W a distance of 7.04 feet to said POINT OF BEGINNING and containing 0.129 acre.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

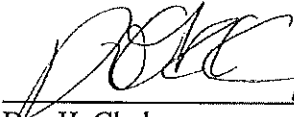
COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of October 2009, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759




Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(31)-PART 3-26424.dgn, dated October 16, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

4
BLOCK 'A'
FOUR-T RANCH
SECTION ONE
CAB. K, SLIDES 394-395
P.R.W.C.T.



LEGEND:

- 1/2" IRON ROD FOUND W/CAP "TXDOT"
- △ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX.
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX.
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

FREDRICK FOY SURVEY,
ABSTRACT NO. 229

LOT B
BLOCK 'A'
RESUBDIVISION OF LOT 1A,
BLOCK A, AMENDED PLAT
OF LOTS 1, 2 & 3, BLOCK A
FOUR-T RANCH SECTION ONE
CAB. W, SLIDE 166
P.R.W.C.T.

AMENDED PLAT OF
LOTS 1, 2 & 3, BLOCK A
FOUR-T RANCH SECTION ONE
CAB. Q, SLIDE 113
P.R.W.C.T.

3A
BLOCK 'A'

PROPOSED WATER
LINE ESMT.
0.129 AC.
5,639 SQ. FT.

EXISTING R.O.W.
FOUR-T RANCH ROAD
CAB. X, SLIDES 394-395
(80' R.O.W.)

R.M. 2338
C.S.J. 2211-01-023
(Prop. Varying Width R.O.W.)

LINE	BEARING	DISTANCE
L1	S 61° 24' 34" W	18.28'
L2	N 12° 34' 25" W	23.21'
L3	S 61° 24' 34" W	53.30'

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	2635.00'	01° 12' 38"	55.68'	N 72° 49' 45" W	55.68'
C2	2615.00'	01° 28' 03"	66.98'	S 72° 42' 02" E	66.98'
C3	840.00'	00° 28' 49"	7.04'	S 16° 31' 12" W	7.04'



HALFF

4030 WEST BRAKER LAKE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 31 - PART 3
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:
26424

DATE:
10/16/2009

ACCOMPANYING FILE NAME:
SV-LD-P31-PART 3-26424.doc

SKETCH BY:
KKH

5,639 SQUARE FEET
~ 0.129 ACRE
SITUATED IN THE
FREDRICK FOY SURVEY,
ABSTRACT NO. 229
WILLIAMSON COUNTY, TEXAS

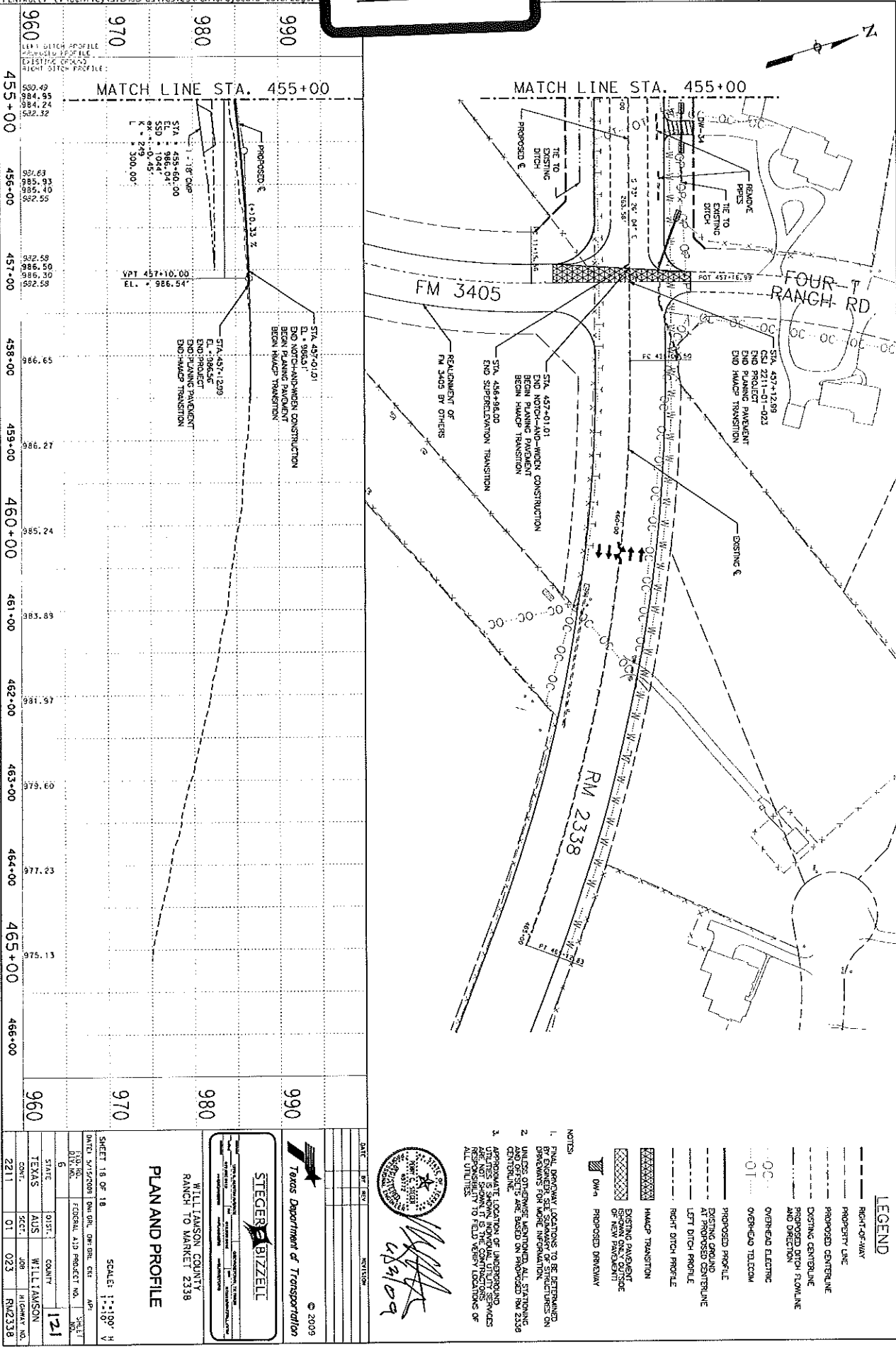
EXHIBIT

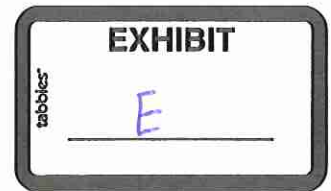
"D"

FILE: L:\PROJECTS\2006\20663 RM 2338 (RM Co) (2007) DRAWING
PENITABLE: L:\Bentley\Standard\Tables\PenVGrayscale\ColorLog

PRINTED:
PLOT DRIVER:

5/15/2009 8:51:51 AM
L:\Bentley\Standard\Tables\PenVGrayscale\ColorLog





SPECIAL WARRANTY DEED
RM 2338 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DWIGHT BENFORD and ARLETHIA B. BENFORD, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.208 acre tract of land, more or less, being out of the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 31, part 3)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of RM 2338, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

Dwight Benford

Arlethia B. Benford

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Dwight Benford and Arlethia B. Benford, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

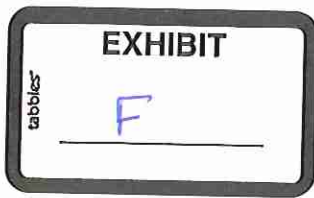
PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

TxDoT Right of Way Administrator
7901 N IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:



ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT DWIGHT BENFORD AND ARLETHA B. BENFORD, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

Being approximately 0.135 acre of land, more or less, out of a certain tract or parcel of land and being part of the Frederick Foy Survey, Abstract No. 229 in Williamson County, Texas, and being further described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this _____ day of _____, 2009.

[signature page follows]

GRANTOR:

Dwight Benford

Arletha B. Benford

ACKNOWLEDGMENT

STATE OF TEXAS

§

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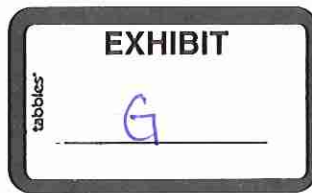
COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Dwight Benford and Arletha B. Benford, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:



WATER LINE EASEMENT

STATE OF TEXAS

ss

COUNTY OF WILLIAMSON

ss

www

DATE: _____, 2009

GRANTOR: DWIGHT BENFORD AND ARLETHA B. BENFORD

GRANTOR'S MAILING ADDRESS:

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Texas 76527

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the “Water Line Easement”) in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee’s successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

DESIGNATION OF COURSE: The “Water Line Easement Tract” is defined as a tract of land upon, across, over and under the following described real property:

Approximately 0.129 acre of land, more or less, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes.

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement and Temporary Construction Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive except for use by Pedernales Electric Cooperative or otherwise approved by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and Temporary Construction Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2009.

GRANTOR:

Dwight Benford

Arletha B. Benford

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by Dwight Benford and Arletha B. Benford, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 78727

Gonzalez resolution authorizing condemnation for CR 313 Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of CR 313, and take appropriate action. (Gonzalez)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [Gonzalez condemnation resolution for CR 313](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/22/2009 11:12 AM
Final Approval Date: 10/22/2009

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 0.466 acres owned by ALFONZO GONZALEZ, described by metes and bounds in Exhibit "A", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of CR 313 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is

hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2009.

Dan A. Gattis
Williamson County Judge



METES AND BOUNDS DESCRIPTION

FOR A 0.466 ACRE TRACT OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.00-ACRE TRACT OF LAND CONVEYED TO ALFONSO GONZALEZ, AS DESCRIBED IN DOCUMENT NO. 2008012357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.466-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the southeast corner of said 2.00-acre GONZALEZ tract, same being on the southwest corner of a called 0.224-acre tract of land (Tract 4) conveyed to WILLIAMSON COUNTY as recorded in Document No. 2007103242 of the Official Public Records of Williamson County, Texas, same being on a point in the existing northerly right-of-way line of COUNTY ROAD No. 313 (right-of-way width varies), monumenting the POINT OF BEGINNING and southeast corner hereof, BEARING BASIS: NAD-83 (1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM for this description;

THENCE with the southerly boundary line of said 2.00-acre GONZALEZ tract, same being with said existing northerly right-of-way line of COUNTY ROAD No. 313, S68°44'57"W for a distance of 296.08 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" on the southwest corner of said 2.00-acre GONZALEZ tract, same being on the southeast corner of a called 1.259-acre tract of land (Tract 3) conveyed to WILLIAMSON COUNTY as recorded in said Document No. 2007103242, monumenting the southwest corner hereof;

THENCE with the westerly boundary line of said 2.00-acre GONZALEZ tract, same being with the easterly boundary line of said 1.259-acre WILLIAMSON COUNTY tract, N25°44'06"W for a distance of 68.13 feet to a 1/2" iron rod found with cap marked "RPLS 2475" on the northeast corner of said 1.259-acre WILLIAMSON COUNTY tract, same being on the southeast corner of LOT 14, BLOCK 25, FINAL PLAT OF SONTERRA WEST SECTION 8-C, a subdivision as recorded in Cabinet EE, Slide 325 of the Plat Records of Williamson County, Texas, monumenting the northwest corner hereof, from which a 60D NAIL found in the top of a fence corner post monumenting the northwest corner of said 2.00-acre GONZALEZ tract, bears N25°44'06"W for a distance of 227.02 feet;

THENCE through the interior of said 2.00-acre GONZALEZ tract, N68°29'27"E for a distance of 295.84 feet to a 1/2" iron rod found with cap marked "RPLS 2475" on a point in the easterly boundary line of said 2.00-acre GONZALEZ tract, same being on the northwest corner of aforementioned 0.224-acre WILLIAMSON COUNTY tract, same being on the southwest corner of the remnant portion of a called 25.98-acre tract of land conveyed to THERON VAUGHAN and, ELLIE VAUGHAN as recorded in Document No. 2005041228 of the Official Public Records of Williamson County, Texas, monumenting

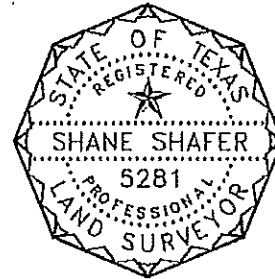
the northeast corner hereof, from which a 1/2" iron rod found with cap marked "RPLS 2475" monumenting the northeast corner of said 2.00-acre GONZALEZ tract, bears N25°51'13"W for a distance of 226.61 feet;

THENCE with said easterly boundary line of the 2.00-acre GONZALEZ tract, same being with the westerly boundary line of said 0.224-acre WILLIAMSON COUNTY tract, S25°51'13"E for a distance of 69.48 feet to the POINT OF BEGINNING hereof and containing 0.466 acre of land more or less.

◇ *DIAMOND SURVEYING, INC.*

*P.O. BOX 1937, GEORGETOWN, TX 78627
(512) 931-3100*

Sh Shafer JUNE 16, 2009
SHANE SHAFER, R.P.L.S. NO. 5281 DATE
CR 313 GONZALEZ TRACT

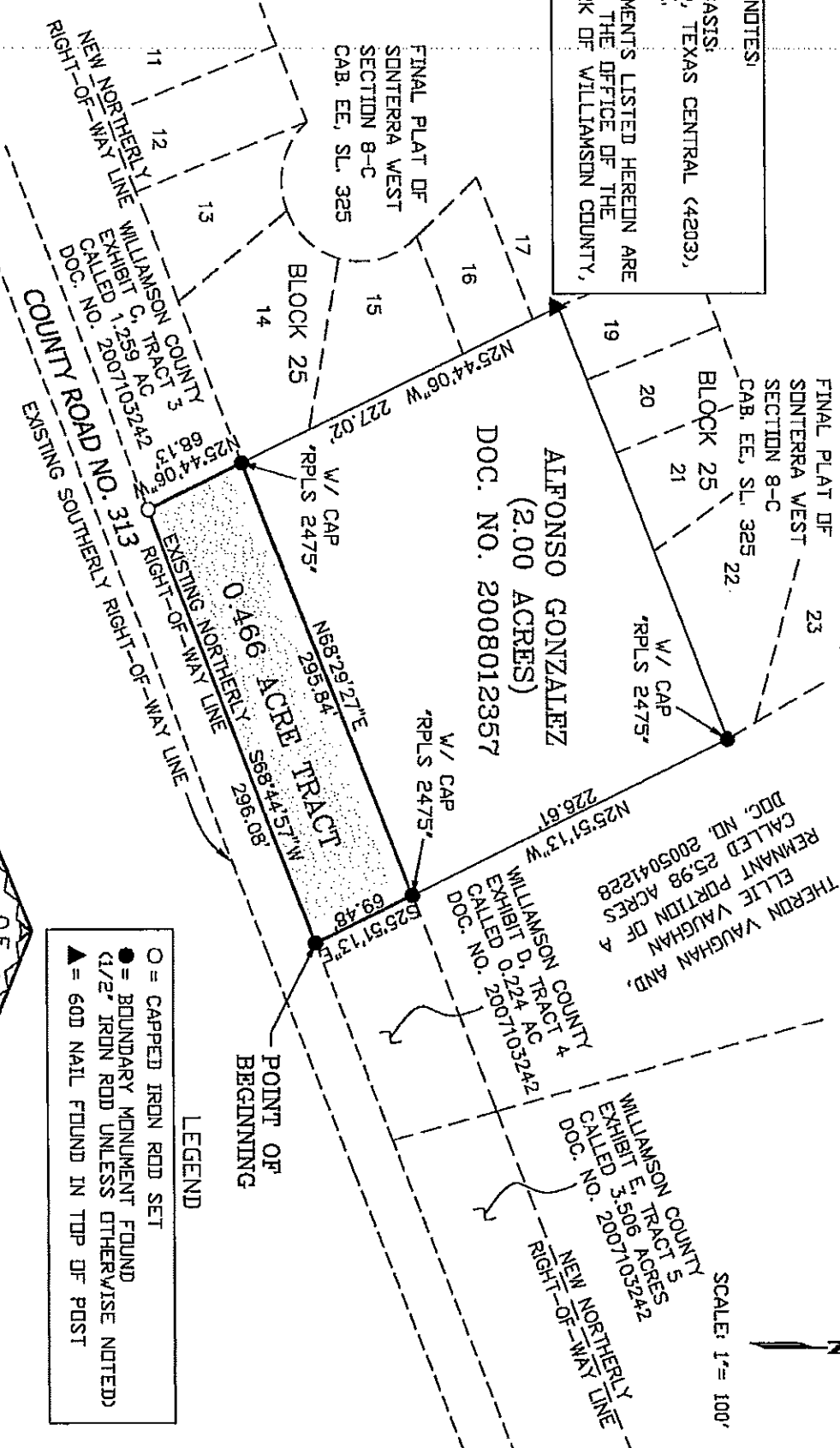


SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.466 ACRE TRACT OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.00-ACRE TRACT OF LAND CONVEYED TO ALFONSO GONZALEZ BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008012357, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SURVEYOR'S NOTES:

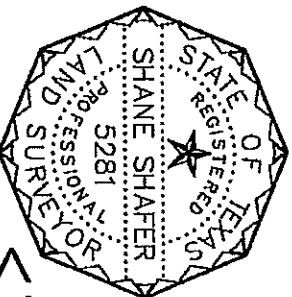
- 1) BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE.
- 2) ALL DOCUMENTS LISTED HEREIN ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.



LEGEND

- = CAPPED IRON ROD SET
- = BOUNDARY MONUMENT FOUND
- 1/2" = IRON ROD UNLESS OTHERWISE NOTED
- ▲ = 60D NAIL FOUND IN TOP OF POST

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on June 16, 2009. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without benefit of title report and shows only the easements which the surveyor was aware of at the time of this survey. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



DIAMOND SURVEYING, INC.

P.O. BOX 1937, GEORGETOWN, TX 78647
(512) 931-3200

SHANE SHAFER, R.P.L.S. NO. 5281

DATE:

JUNE 16, 2009

Tejeda resolution for condemnation for CR 313 Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of CR 313, and take appropriate action. (Tejeda)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Tejeda resolution for condemnation for CR 313](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/22/2009 11:17 AM
Final Approval Date: 10/22/2009

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 0.325 acres owned by JESUS J TEJEDA AND SILVINA TEJEDA, described by metes and bounds in Exhibit "A", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of CR 313 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

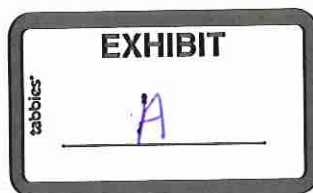
BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is

hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2009.

Dan A. Gattis
Williamson County Judge



METES AND BOUNDS DESCRIPTION

FOR A 0.325 ACRE TRACT OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 12.50-ACRE TRACT OF LAND CONVEYED TO JESUS J. TEJEDA AND WIFE, SILVINA TEJEDA, AS DESCRIBED IN DOCUMENT NO. 2006042169 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.325-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the northwest corner of said 12.50-acre TEJEDA tract, same being on a point in the easterly boundary line of a called 1.122-acre tract of land conveyed to WILLIAMSON COUNTY as recorded in Document No. 2006020988 of the Official Public Records of Williamson County, Texas, same being on a point in the easterly boundary line of the called 1.122-acre Lot labeled as "Dedicated to Williamson County for Right-of-Way Purposes", as shown on SONTERRA WEST SECTION 7-A PHASE 1, a subdivision recorded in Cabinet EE, Slide 259 of the Plat Records of Williamson County, Texas, same being on an angle point in the existing southerly right-of-way line of COUNTY ROAD No. 313 EAST (right-of-way width varies), monumenting the POINT OF BEGINNING and northwest corner hereof, BEARING BASIS: NAD-83 (1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM for this description;

THENCE with the northerly boundary line of said 12.50-acre TEJEDA tract, same being with said existing southerly right-of-way line of COUNTY ROAD No. 313 EAST the following four (4) courses and distances:

1. **N67°08'49"E** for a distance of **174.75 feet** to a 1/2" iron rod found, monumenting an angle point hereof;
2. **N75°10'39"E** for a distance of **36.16 feet** to a 1/2" iron rod found, monumenting an angle point hereof;
3. **S58°48'37"E** for a distance of **35.59 feet** to a 1/2" iron rod found, monumenting an angle point hereof;
4. **S27°23'07"E** for a distance of **35.45 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the southeast corner hereof, from which a 1/2" iron rod found on an angle point in said northerly boundary line of the 12.50-acre TEJEDA tract, same being on an angle point in said existing southerly right-of-way line of COUNTY ROAD No. 313 EAST, bears **S27°23'07"E** for a distance of 36.27 feet;

THENCE departing said existing southerly right-of-way line of COUNTY ROAD No. 313 EAST, through the interior of said 12.50-acre TEJEDA tract, the following two (2) courses and distances:

1. With the arc of a curve to the left having a radius of 950.14 feet, a delta angle of $6^{\circ}04'21''$, an arc length of 100.70 feet, and a chord which bears $S70^{\circ}57'18''W$ for a distance of 100.66 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the end of said curve;
2. $S67^{\circ}55'07''W$ for a distance of 135.04 feet to a 1/2" iron rod found with cap marked "RPLS 2475" on a point in the westerly boundary line of said 12.50-acre TEJEDA tract, same being on the southeast corner of said 1.122-acre WILLIAMSON COUNTY TRACT, same being the northeast corner of LOT 1, BLOCK 1 of aforementioned SONTERRA WEST SECTION 7-A PHASE 1, monumenting the southwest corner hereof, from which a 1/2" iron rod found on the southwest corner of said 12.50-acre TEJEDA tract, bears $S21^{\circ}42'38''E$ for a distance of 1388.19 feet;

THENCE with said westerly boundary line of the 12.80-acre TEJEDA tract, same being with the easterly boundary line of said 1.122-acre WILLIAMSON COUNTY tract, $N21^{\circ}42'38''W$ for a distance of 60.70 feet to the POINT OF BEGINNING hereof, and containing 0.325 acre of land more or less.

◇ DIAMOND SURVEYING, INC.

P.O. BOX 1937, GEORGETOWN, TX 78627
(512) 931-3100

Sh. Shafer

SHANE SHAFER, R.P.L.S. NO. 5281
CR 313 EAST TEJEDA TRACT

JUNE 29, 2009
DATE)



SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.325 ACRE TRACT OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 12.50-ACRE TRACT OF LAND CONVEYED TO JESUS J. TEJEDA AND WIFE, SILVINA TEJEDA BY INSTRUMENT RECORDED IN DOCUMENT NO. 2006042169, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	6°04'21"	100.70'	950.14'	S70°57'18"W	100.66'

SURVEYOR'S NOTES:

1) BEARING BASIS:
NAD-83(1993), TEXAS CENTRAL (4203),
STATE PLANE.

2) ALL DOCUMENTS LISTED HEREON ARE
RECORDED IN THE OFFICE OF THE
COUNTY CLERK OF WILLIAMSON COUNTY,
TEXAS.

TSCHOERNER
CALLED 35.99 ACRES
EXHIBIT B, SECOND TRACT
VOL. 1361, PG. 528

WILLIAMSON COUNTY
CALLED 1.184 ACRES
EXHIBIT A, TRACT 1
DOC. NO. 2007103242

BRYAN A. PEMBERTON AND WIFE,
KALETTA J. PEMBERTON
CALLED 15.00 ACRES
DOC. NO. 9647777

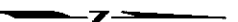
JESUS J. TEJEDA AND WIFE,
SILVINA TEJEDA
CALLED 12.50 ACRES
DOC. NO. 2006042169

NUM	DISTANCE	BEARING
L1	36.16'	N75°10'39"E
L2	35.59'	S58°48'37"E
L3	35.45'	S27°23'07"E
L4	60.70'	N21°42'38"W
L5	36.27'	S27°23'07"E
L6	31.22'	S62°06'54"E
L7	35.95'	N87°14'31"E
L8	4.09'	N21°42'38"W

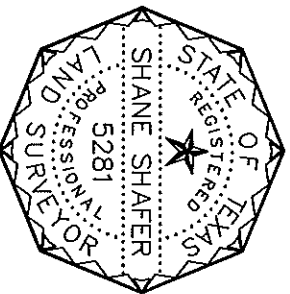
LEGEND

- = CAPPED IRON ROD SET
- = BOUNDARY MONUMENT FOUND (1/2" IRON ROD UNLESS OTHERWISE NOTED)
- ▣ = FENCE POST FOUND
- △ = CALCULATED UNMONUMENTED BOUNDARY CORNER

SCALE: 1" = 100'



I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on June 29, 2009. At the time of this survey there were no encroachments, conflicts, or provisions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without benefit of title report and shows only the easements which the surveyor was aware of at the time of this survey. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSTANDING SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



SHANE SHAFER, R.P.L.S. NO. 5281

DATE:

JUNE 29, 2009

OR 313 EAST: TEJEDA

DIAMOND SURVEYING, INC.

P.O. BOX 1997, GEORGETOWN, TX 78627
(512) 393-3100

CDBG and Georgetown Housing Authority Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Sally Bardwell, HUD Grants
Department: HUD Grants
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on repayment of CDBG funds (\$318,314) utilized in the Georgetown Housing Authority Sierra Ridge Project.

Background

The Sierra Ridge Project was awarded CDBG funds in FY06 in the amount of \$168,314 and FY07 in the amount of \$150,000. In the July 2009 HUD monitoring, the project was identified as an ineligible project as the project was not progressing and therefore did not meet a national objective (monitoring report attached). The County is required to repay the funds utilized in the project. The repayment will be returned to the Williamson County CDBG line of credit and can be used for other eligible projects in the County.

Repayment will be processed out of 2008-2009 general fund budget.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CDBG Monitoring Report](#)

Form Routing/Status

Form Started By: Sally Bardwell Started On: 10/22/2009 10:43 AM
 Final Approval Date: 10/22/2009



U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
Office of Community Planning and Development
One Alamo Center
106 South St. Mary's Street, Suite 405
San Antonio, Texas 78205-3601
Phone (210) 475-6820 Fax: (210) 472-6825
www.hud.gov www.espanol.hud.gov

AUG 25 2009

The Honorable Dan A. Gattis
Judge, Williamson County
710 Main Street
Georgetown, TX 78626

Dear Judge Gattis:

Subject: CDBG Program Monitoring Report
On-Site Monitoring Review July 20-22, 2009

Please find enclosed the CDBG Program Monitoring Report resulting from the monitoring visit of July 20-22, 2009, by CPD Representative, Larry Wilkinson, and CPD Intern, David Rios. Based on a review of the sampled activities, and completion of all the Monitoring Handbook Exhibits, the report makes one Finding. In addition, the report makes one observation with a recommendation. A response to the Finding is due as stated in the Corrective Action section of the report. A response to the recommendation is voluntary.

A "finding" is a deficiency in performance based on a statutory or regulatory requirement. The stated corrective action will be required in order to clear the finding.

By way of general summary, we can report that the County's documentation for regulatory compliance was commendable and we thank the CDBG Program Administrator for her diligence in obtaining all necessary documentation and detailed organization of the files.

Should you have any questions in regard to this report, please contact Larry Wilkinson, CPD Rep at 210-475-6800, Ext. 2300.

Sincerely,



Richard L. Lopez
Field Office Director

Cc: Sally Jo Bardwell
Community Development Block Grant Dir.

MONITORING REPORT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

ENTITLEMENT: The County of Williamson

DATES OF FIELD VISIT: July 20-22, 2009

HUD STAFF: Larry Wilkinson, CPD Representative
David Rios, CPD Intern

PRINCIPAL CITY STAFF INTERVIEWED:

Ms. Sally Bardwell, CDBG Program Administrator

SUMMARY OF ELIGIBLE ACTIVITIES, SCOPE OF REVIEW

Williamson County has been an Urban County entitlement grantee since FY2004, with their first program year October 1, 2004 through September 30, 2005. The County has eight participating member cities. The County receives an annual CDBG allocation of approximately \$1.1 million. Although previously monitored by our Environmental and Labor Relations specialists, the County has not been formally monitored for CDBG project activity. Projects/program activities selected during the on-site monitoring involved all three low and moderate income national objectives: low-and-moderate income area benefit (LMA), low-and-moderate income limited clientele (LMC), and low-and-moderate income housing (LMH). Monitoring also included the County's overall management as well as management of its subrecipients.

COMPLETED MONITORING EXHIBITS

During the monitoring review the Program Administrator was aware that the monitoring efforts were focused on completing the various CDBG Monitoring Handbook Exhibits pertinent to the scope of activities listed above. These exhibits cover all regulatory requirements. Due to non-affirmative responses resulting from completion of the LMC and LMH exhibits, this monitoring report will cite one observation and associated recommendation relating to LMC activity and one finding relating to LMH activity.

We should note, however, that the completion of all monitoring exhibits in connection with our monitoring review involved a myriad of questions. By way of general summary, we can report that the County's documentation for regulatory compliance was commendable and we thank the CDBG Program Administrator for her diligence in obtaining all necessary documentation and detailed organization of the files.

LOW AND MODERATE INCOME LMH ACTIVITY

Finding No. 1. The Sierra Ridge Apartment project of the Georgetown Housing Authority failed to achieve a national objective of low-and-moderate income occupancy, although \$318,314 dollars of CDBG funding allocated for site infrastructure plans has been fully disbursed from the County's Treasury account.

Regulatory Criteria: 24 CFR 570.208 (a)(3) housing activities are eligible when upon completion will be occupied by low-and-moderate income households. For rental occupancy, rents must be at affordable rents. (Certain exceptions are provided for less than 51 percent low-and-moderate income occupancy based on the percentage of CDBG funding in the project.)

Condition: The County executed agreements with the Housing Authority that met 24 CFR 570.503 criteria pertaining to the content of written agreements. The agreement set forth a timeline for progress and required that the CDBG national objective be achieved. The progress schedule showed construction to start in May of 2008 and then this date was moved to October 2008. Progress has now ceased and the contract has essentially gone into default. On June 30, 2009 the County informed the Georgetown HA that since the project has not moved forward and lost investor funding, if the project does not move forward the CDBG investment would have to be repaid through a non-federal source. On July 24, 2009, (after the on-site close out of the HUD monitoring review), the County received a response letter from the Housing Authority stating that the Board of Commissioners' intent was to build an affordable housing project on the Sierra Ridge parcel. The letter, in effect, put any further progress in moving forward to achieve a CDBG national objective in an indeterminable status. A new housing project with new funding and progress schedule would require a new contract. Moreover, the Housing Authority and the County cannot provide at this time verification that the design work paid for with CDBG funds has any transferrable use on a new project, and therefore all funds necessary for development of a new project would be paid for without any carry-over investment of CDBG funding.

Cause: Due to the 570.207(a)(3) prohibition of CDBG funding for new construction projects, the County could only commit funds in support of new construction, such as design plans and site work, and was not in a position to reserve disbursement of CDBG funds for actual construction of the housing structures. However, the County took on a higher risk posture when all CDBG funding front-ended the cost of design plans rather than being reserved for disbursement for actual site construction work. Although, the County has recourse to the Housing Authority through its contract terms, HUD only monitors for compliance of its CDBG grantees. As stated at 24 CFR 570.501(b), "The recipient is responsible for ensuring that CDBG funds are used in accordance with all program requirements. The use of designated public agencies, subrecipients, or contractors does not relieve the recipient of this responsibility...the

recipient is responsible for determining the adequacy of performance under subrecipient agreements...and for taking appropriate action when performance problems arise.”

Effect: The County’s contract covering the conveyance of CDBG funding to the subrecipient has gone into default and therefore no process is currently in place to achieve the CDBG national objective of low-and-moderate income housing.

Required Corrective Action, Finding No. 1: No later than 60 days from receipt of this monitoring report, the County shall submit a new agreement for a housing project that meets the national objective criteria stated above and the regulatory criteria of 570.503(b), and submit evidence that CDBG funding for site plans is applicable to the project cited in the contract; or, repay to its Treasury account, from a non-federal source \$318,214 dollars for re-use on eligible CDBG activities.

LOW-AND-MODERATE INCOME, LIMITED CLIENTLE ACTIVITY (LMC)

Observation. Public service activity funded under 24 CFR 570.201(e) requires that Public Service activities meet a test that the public service is either a new activity or a quantifiable increase in the level of an existing service above that which has been provided during the 12 month period prior to submission of the Action Plan. 24 CFR 570.208(a)(2) refers to the low-and-moderate income limited clientele (LMC) national objective that at least 51 percent of persons served be low-and-moderate income (note the County has an exception limit of 47 percent). During the monitoring the monitors were able to successfully test for compliance with both of the stated regulatory criteria. Compliance testing was made difficult, however, because the numbers reported in the HUD IDIS PR03 report was unduplicated persons served, and the numbers reported in the application for funding and in the agreement were based on units of service

Recommendation. Since HUD IDIS guidance (provided to the CDBG Administrator) expresses a preference of unduplicated persons over units of service, we recommend that the County structure its agreements and reporting formats with the MOT to reflect unduplicated persons for the purpose of readily testing for LMC compliance. If the County wants to limit its MOT counseling cost in order to maximize unduplicated persons served the county should structure its agreement so that a maximum number of units of service are factored in to what the County will pay per unduplicated person counseled.

FHEO EXHIBITS

During the monitoring review City staff was interviewed for purposes of completing three FHEO checklists required by the CPD Monitoring Handbook. The Exhibit will be submitted to our HUD FHEO Office for their review and appropriate follow-up.

Minute Order #111972**Commissioners Court - Regular Session**

Date: 10/27/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and take possible action regarding the Texas Transportation Commission Minute Order #111972.

Background

The Williamson County Conservation Foundation board has discussed concerns regarding the proposed amendments to the Memorandum of Understanding between Texas Department of Transportation and Texas Parks and Wildlife Department as described in Texas Transportation Commission Minute Order #111972 which is dated September 24, 2009. According to the preamble of the proposed change, the requirement that TxDOT provide compensatory mitigation for impacts to unregulated resources will have no fiscal or economic effects on local governments. This is difficult to understand. Transportation funding is increasingly scarce as TxDOT continues to announce funding cutbacks and additional cost increases the likelihood that a project may be delayed or that the local jurisdiction may be asked to cover most of the cost. Since the cost of mitigation will be greatest for new projects or significant expansion of existing projects into undisturbed habitats, it seems that areas like Williamson County that are experiencing rapid growth may be disproportionately affected in comparison to dense urban areas and rural areas.

The minute order appears to have a blanket provision of compensatory mitigation for impacts to unregulated resources. We are trying to understand the precisely what the policy justification may be. No provisions are being made for projects that are already mitigating for impacts to regulated resources. Williamson County leaders and consultants have worked extensively and dedicated many hours and resources to obtain the RHCP which successfully obtained the USFWS approval. Mitigation payments under the RHCP have the affect of compensation for both regulated and collaterally, unregulated resources. Mitigation for unregulated resources would, in those cases, amount to a double-dip.

Today we are asking that the Commissioners Court approve a letter to be sent to Dianna Noble, Director of Environmental Affairs at Texas Department of Transportation to express our concerns and ask that TxDOT defer any action on this component of the amendments to the MOU until the Texas Legislature has considered whether it desires to direct this agency transfer of funds.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Minute Order #111972](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 10/22/2009 10:09
AM
Final Approval Date: 10/22/2009

TEXAS TRANSPORTATION COMMISSION

ALL Counties

MINUTE ORDER

Page 1 of 2

ALL Districts

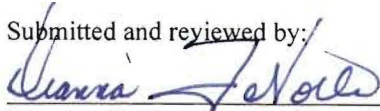
The Texas Transportation Commission (commission) finds it necessary to propose the repeal of §2.22 and new 43 TAC Chapter 2, Subchapter E, §§2.101-2.112 all relating to memorandum of understanding with Texas Parks and Wildlife Department to be codified under Title 43, Texas Administrative Code, Part 1.

The preamble and the proposed repeals and new sections, attached to this minute order as Exhibits A - C, are incorporated by reference as though set forth verbatim in this minute order, except that they are subject to technical corrections and revisions, approved by the General Counsel, necessary for compliance with state or federal law or for acceptance by the Secretary of State for filing and publication in the *Texas Register*.

IT IS THEREFORE ORDERED by the commission that the repeal of §2.22 and new §§2.101-2.112 are proposed for adoption and are authorized for publication in the *Texas Register* for the purpose of receiving public comments.

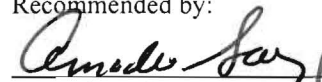
The executive director is directed to take the necessary steps to implement the actions as ordered in this minute order, pursuant to the requirements of the Administrative Procedure Act, Government Code, Chapter 2001.

Submitted and reviewed by:



Director, Environmental Affairs Division

Recommended by:



Executive Director

111972 SEP 24 09

Minute
Number

Date
Passed

Proposed Preamble

The Texas Department of Transportation (department) proposes the repeal of §2.22 and simultaneously proposes new 43 TAC Chapter 2, Subchapter E, §2.101, Purpose, §2.102, Texas Natural Diversity Database, §2.103, Applicability of MOU, §2.104, Definitions, §2.105, Coordination with TPWD Concerning Transportation Project, §2.106, Standard Coordination Procedure, §2.107, Coordination During Early Project Development, §2.108, Review and Comment on Maintenance Programs, §2.109, Mitigation and Mitigation Payments to TPWD, §2.110, Agreement for Calculating Mitigation Payments for Unregulated Resources, §2.111, TxDOT and TPWD Commitment to Enter into Other Agreements, §2.112, Review of Performance; Updates of MOU, relating to Memorandum of Understanding with Texas Parks and Wildlife Department.

EXPLANATION OF PROPOSED REPEAL AND NEW SECTIONS

Transportation Code, §201.607 requires the department to adopt a Memorandum of Understanding (MOU) with each state agency that has responsibility for the protection of the natural environment, or for the preservation of historical or archeological resources. Transportation Code, §201.607 also requires the department to adopt the memoranda and all revisions by rule and to periodically examine and revise the memoranda. In accordance with Transportation Code, §201.607, the department

1 has examined the memoranda adopted in 1999 and proposes to
2 repeal 43 TAC §2.22 (relating to Memorandum of Understanding
3 with the Texas Parks and Wildlife Department) and propose new 43
4 TAC Chapter 2, Subchapter E, §§2.101-2.112 to ensure continued
5 effective coordination of the review of the environmental
6 effects of highway projects.

7
8 Current 43 TAC §2.22 describes the procedures, as set out in the
9 MOU executed by the department and Texas Parks and Wildlife
10 Department (TPWD) in 1999, that provide for TPWD review of
11 department projects that have the potential to affect natural
12 resources within the jurisdiction of TPWD. The section provides
13 a formal mechanism by which TPWD may review applicable
14 department transportation projects that promotes sharing of
15 information between the department and TPWD that assists the
16 department in making environmentally sound decisions. Instead
17 of amending current 43 TAC §2.22, the section is being repealed
18 and replaced by new 43 TAC §§2.101-2.112 because the changes to
19 the procedures and processes from the current to the new MOU are
20 substantial and because the MOU has been reorganized for clarity
21 and ease of understanding by those interested in or affected by
22 it.

23
24 New §2.101 describes the general purpose of the MOU. The
25 purpose is to provide an MOU between the two agencies for the

1 coordination and environmental review of transportation
2 projects. The MOU establishes the procedure for submission of
3 information by the department to TPWD, the TPWD review and
4 submission of comments to the department, and for the
5 department's response.

6
7 New §2.102 provides a description of the TPWD Texas Natural
8 Diversity Database (TXNDD), a database of documented occurrences
9 of listed and proposed threatened and endangered species, and
10 describes the department's access and use of TXNDD under a
11 memorandum of agreement.

12
13 New §2.103 defines the applicability of the MOU to
14 transportation projects as defined in §2.1 of 43 TAC Chapter 2
15 and to improvement projects on the state highway system
16 developed by entities other than the department. The proposed
17 MOU applies to department toll projects. Such projects had been
18 excluded from the prior MOU because at the time the MOU was
19 executed a separate state agency developed toll projects.

20
21 New §2.104 provides definitions applicable for this subchapter
22 and for documents prepared under this subchapter. Definitions
23 for terms in current 43 TAC §2.22 that are not included in
24 proposed §2.104 are: construction; early project development;
25 habitat; maintenance; maintenance programs, memorandum of

1 understanding (MOU); project development; public involvement;
2 and transportation projects. The definition for the term
3 "construction" is replaced by a new definition for "construction
4 project." The meaning of the term "early project development"
5 is clarified in proposed §2.107 and therefore a definition is
6 not necessary. The definition of "habitat" is incorporated
7 within the proposed definitions of "range" and "suitable
8 habitat" in new 43 TAC 2.106(a)(4). The term "maintenance
9 program" is already defined in 43 TAC §2.2 and the definition of
10 the term "maintenance" has been omitted with references to 43
11 TAC §2.2 made where appropriate. The term "memorandum of
12 understanding (MOU)" is defined in 43 TAC §2.101. The term
13 "public involvement" is not utilized in the proposed new rules
14 and therefore is not defined. The department's public
15 involvement process relating to environmental processes is
16 described in 43 TAC Chapter 2, Subchapter A. "Transportation
17 project" is described in 43 TAC §2.103. Existing definitions
18 that were revised for clarity are "environmental document,"
19 "mitigation," "NEPA," and "right of way." New definitions are
20 proposed for the following terms: "construction project,"
21 "coordination," "federal endangered species," "federal
22 threatened species," "floodplains or creek drainages," "mature
23 habitat," "qualified biologist," "riparian vegetation,"
24 "regulated resources," "significant remnant vegetation,"
25 "species of concern," "state threatened or endangered species,"

"unregulated resources," and "wetlands."

New §2.105 provides that the department will coordinate with TPWD on transportation projects according to 43 TAC §2.106 and 43 TAC §2.107. Generally, the department will interact with TPWD under the MOU through the Wildlife Habitat Assessment Program of TPWD.

New §2.106 delineates the standard procedure for project coordination. Section 2.106(a) provides that coordination is required for projects that are the subject of a draft environmental impact statement (EIS), a final EIS, a supplemental EIS, an environmental assessment, and certain categorical exclusions. Projects classified as categorical exclusions only require coordination if they meet or exceed criteria defined in §2.106(a)(3)(A)-(F). Section 2.106(a) also provides that coordination is only required for the reevaluation of either an EIS or an environmental assessment project if: the reevaluation relates to an issue TPWD commented on; or if the reevaluation addresses a change that if considered separately as a stand-alone project would trigger coordination under the criteria delineated in §2.106(a)(3)(A)-(F). Similarly, projects that were the subject of early coordination under new 43 TAC §2.107 do not require coordination under this section unless there has been a significant change to the project subsequent to

1 coordination. Significant change is defined as a change that is
2 equal to or greater than one or more of the criteria delineated
3 in §2.106(a)(3)(A)-(F). The coordination criteria for the
4 disturbance of mature woody vegetation delineated in subsection
5 §2.106(a)(3)(F) is now based on the acreage of disturbance
6 specific to each of 11 TPWD defined ecoregions.

7
8 New §2.106(b) defines the procedure for coordination. TPWD is
9 provided 45 days from the date of the department transmittal
10 letter to review and provide comment on projects undergoing
11 initial coordination and on projects undergoing early project
12 development coordination under §2.107(a)(2). If additional
13 information is requested in either case, and the information is
14 available or reasonably can be obtained, TPWD will have 30 days
15 to review and comment from the date of the department
16 transmittal letter containing the additional information. The
17 department must consider all timely submitted comments in making
18 project decisions and notify TPWD in writing of the department's
19 decisions. TPWD comments submitted outside of the defined
20 timeframes must be considered by the department to the extent
21 practicable in making project decisions, and a written notice
22 provided to TPWD of the department's decisions. In accordance
23 with Parks and Wildlife Code, §12.0011 the department will
24 provide a written response to TPWD's comments no later than the
25 90th day after the date the environmental review for the project

1 is completed. The department will incorporate the results of
2 coordination within the project's final environmental
3 documentation.

4
5 New §2.107 describes coordination during early project
6 development. Section 2.107(a) provides that the department may
7 request coordination of a project during early development if
8 the department has conducted preliminary project planning, field
9 surveys, database searches, in-house coordination, initial
10 resource agency coordination, or scoping and if the project
11 would otherwise require coordination under 43 TAC §2.106. TPWD
12 may decline a request for early coordination.

13
14 Section 2.107(b) defines the coordination procedure. If TPWD
15 agrees to coordinate during early project development, TPWD is
16 provided 60 days from the date of the department transmittal
17 letter to review and provide comment. If additional information
18 is requested, and the information is available or reasonably can
19 be obtained, TPWD will have an additional 30 days to review and
20 comment from the date of the department transmittal letter
21 containing the additional information. In accordance with Parks
22 and Wildlife Code, §12.0011 the department will provide a
23 written response to TPWD's comments no later than the 90th day
24 after the date the environmental review for the project is
25 completed.

Section 2.107(c) requires the department to consider any comments submitted under §2.107 during final project development and to incorporate the results in the project's final environmental documentation.

New §2.108 will allow TPWD the opportunity to review and comment on the environmental review of a maintenance program under 43 TAC §2.18.

New §2.109 provides a new procedure for the department to provide monetary compensation to TPWD for unregulated resources, and establishes an initial compensation process that may be modified for long-term implementation by an interagency team and agreement described in new 43 TAC §2.110.

Section 2.109(a) states it is the department's order of preference to first avoid impacts to natural resources, then to minimize impacts, and finally to consider monetary compensation. The department will describe actions to mitigate effects during coordination with TPWD, the TPWD Wildlife Habitat Assessment Program will provide advice and assistance in designing mitigation plans or agreements, and the department will then describe the mitigation proposal in the project's environmental document. Mitigation will be included if mutually agreed to by

1 the department and TPWD.

2
3 Section 2.109(b) requires the department to consult with TPWD
4 when unforeseen impacts occur during construction of a project,
5 and to incorporate best management practices or other measures
6 suggested by TPWD, when practical and reasonable, to avoid or
7 minimize impacts.

8
9 Section 2.109(c) identifies the authority for the department to
10 provide state highway funds as monetary compensation to mitigate
11 adverse environmental effects resulting from either construction
12 or maintenance of a state highway. The authority to mitigate
13 impacts in Transportation Code, §222.001 relates only to effects
14 from projects on the state highway system. Accordingly, the
15 payments made under subsection 2.109(c) will not relate to other
16 projects, for example, rail projects. The subsection also
17 clarifies that impacts on regulated resources (as defined in the
18 MOU) are mitigated in accordance with federal law. The payments
19 made under §2.109(c) will not relate to impacts to regulated
20 resources. Section 2.109(c) sets an immediate process for the
21 department to provide estimated compensation for upcoming
22 projects on a quarterly timeframe, with amounts based on the
23 volume of project lettings and upon agreed rates specific to the
24 categories of the projects. At the end of each fiscal year the
25 department will calculate actual impacts to resources based on

1 acreage impacted that have occurred, and calculate compensation
2 based on agreed rates for seven categories of natural resources:
3 \$4,002 per acre for riparian habitat; \$2,668 per acre for upland
4 trees; \$1,334 per acre for brush; \$166 per acre for maintained
5 right of way; and \$666 per acre for other types of habitat.

6 Values for unique vegetation and habitat may be developed and
7 agreed upon according to procedures in new 43 TAC §2.110. The
8 department will reconcile the monetary difference between the
9 amount of compensation paid in the estimated quarterly payments
10 and the calculated amount for the actual annual impact from
11 completed projects.

12
13 New §2.110 requires development of an agreement for calculating
14 mitigation payments for unregulated resources by an interagency
15 team. Section 2.110(a) provides that following the execution of
16 the MOU an interagency team will meet and adopt an agreement on
17 procedures and methodologies for a final compensation plan for
18 adverse environmental impacts from all transportation projects,
19 whether or not they were referred to TPWD for coordination and
20 review.

21
22 Section 2.110(b) requires the interagency team to meet on a
23 quarterly basis to review the calculation of acreage impacted by
24 transportation projects.

1 Section 2.110(c) requires the interagency team to develop a
2 final compensation plan that supports the TPWD goals and
3 objectives for conservation of resources, determine if
4 additional or more refined habitats should be tracked, determine
5 an appropriate monetary compensation for each habitat and
6 ecoregion, and evaluate if a new category for unique vegetation
7 and habitat features is necessary.

8
9 Section 2.110(d) requires that if a new category for unique
10 vegetation and habitat features is proposed, TPWD and the
11 department must concur that it provides significant refuge or
12 habitat to wildlife or represents a localized but significant
13 stand of vegetation. The monetary compensation rate would be
14 determined by the executive offices of the department and TPWD.

15
16 Section 2.110(e) states that on the effective date of the
17 agreement that adopts the compensation plan under subsection (c)
18 of §2.110, mitigation based on construction letting will end and
19 the payments will be based on the final compensation plan. If
20 new habitat types are included, a transition from payments on
21 the prior habitat types may be provided.

22
23 New §2.111 allows the department and TPWD to enter into other
24 agreements. Section 2.111(a) states that the department and
25 TPWD will enter into an agreement concerning the methods and

1 guidelines for habitat description.

2
3 Section 2.111(b) states that the department and TPWD agree to
4 enter into an agreement concerning procedures for review and
5 adoption of best management practices for the mitigation of
6 environmental impacts of construction projects, maintenance
7 projects, and maintenance programs. All adopted best management
8 practices will be incorporated into the department standard
9 specifications.

10
11 Section 2.111(c) states that the department and TPWD agree to
12 enter into an agreement adopting a list of significant remnant
13 vegetation types and unique vegetation and habitat features.

14
15 Section 2.111(d) states that the department and TPWD agree to
16 enter into an agreement to adopt a procedure for the department
17 to request coordination with TPWD on projects during early
18 project coordination.

19
20 Section 2.111(e) requires the agreements described in §2.111 to
21 be finalized and executed by the department and TPWD not later
22 than December 31, 2010.

23
24 New §2.112 requires the department and TPWD to enter into an
25 agreement concerning the review of how the agencies have

1 implemented the MOU. If agreed on criteria are not met then the
2 department and TPWD agree to address the deficiency.

3
4 FISCAL NOTE

5 James Bass, Chief Financial Officer, has determined that for
6 each of the first five years the repeal and new sections as
7 proposed are in effect, there will be fiscal implications for
8 state government as a result of enforcing or administering the
9 repeal and new sections. Currently there is no monetary
10 compensation paid by the department to TPWD for impacts to
11 unregulated natural resources from transportation projects.
12 Under the initial compensation process delineated in 43 TAC
13 §2.109, based on recent historic volumes of construction letting
14 for each of the affected categories, it is estimated that the
15 annual monetary compensation to TPWD will be approximately
16 \$3,000,000 annually for fiscal years 2010-2014. The amount of
17 compensation may change following the development and
18 implementation of a final compensation plan according to 43 TAC
19 §2.110. The amount of change, either an increase or a decrease,
20 will be dependent upon the mutual agreements contained in the
21 final plan and cannot be estimated at this time. There will be
22 no fiscal implications for local government as a result of
23 enforcing or administering the repeal and new sections.

24
25 Dianna Noble, Director, Environmental Affairs Division, has

certified that there will be no significant impact on local economies or overall employment as a result of enforcing or administering the repeal and new sections.

PUBLIC BENEFIT AND COST

Ms. Noble has also determined that for each year of the first five years the sections are in effect, the public benefit anticipated as a result of enforcing or administering the repeal and new sections will be the availability of new funds to TPWD for use in furthering the protection or development of natural resources and wildlife habitat. There are no anticipated economic costs for persons required to comply with the sections as proposed. There will be no adverse economic effect on small businesses.

COASTAL MANAGEMENT PROGRAM CONSISTENCY REVIEW

This rulemaking action has been determined to be subject to the Coastal Management Program (CMP) in accordance with the Coastal Coordination Act, as amended (Texas Natural Resources Code, §33.201 et. seq.), and the rules of the Coastal Coordination Council (31 TAC Chapters 501-506). As required by 31 TAC §505.22(a), this rulemaking action must be consistent with all applicable CMP policies.

This action has been reviewed for consistency, and it has been

1 determined that this rulemaking is consistent with the
2 applicable CMP goals and policies. The primary CMP policy
3 applicable to this rulemaking action is the policy that
4 transportation projects be located at sites that, to the
5 greatest extent practicable, avoid and otherwise minimize the
6 potential for adverse effects to coastal natural resource areas
7 from construction and maintenance of roads, bridges, causeways,
8 and other development associated with the project. This
9 rulemaking action provides a means for identifying the
10 environmental impacts of department transportation projects on
11 natural resources, including threatened and endangered species
12 and habitat, for coordination of these projects with the
13 relevant state resource agency, and for inclusion of these
14 investigations and coordination in the environmental
15 documentation for each project. All of these purposes will
16 provide a mechanism for avoiding, minimizing, or compensating,
17 where practicable, for the adverse effects of department
18 projects on coastal natural resource areas that serve as
19 habitat, on coastal preserves, and on threatened and endangered
20 species. For these same reasons, the rulemaking action is
21 consistent with the CMP goal of protecting, preserving,
22 restoring, and enhancing the diversity, quality, quantity,
23 functions, and values of coastal natural resource areas.
24 Interested persons are requested to submit comments on the
25 consistency of the proposed rules with the CMP.

PUBLIC HEARING

Pursuant to the Administrative Procedure Act, Government Code, Chapter 2001, the Texas Department of Transportation will conduct a public hearing to receive comments concerning the proposed rules. The public hearing will be held at 9:00 a.m. on October 28, 2009, in the first floor hearing room of the Dewitt C. Greer State Highway Building, 125 East 11th Street, Austin, Texas and will be conducted in accordance with the procedures specified in 43 TAC §1.5. Those desiring to make comments or presentations may register starting at 8:30 a.m. Any interested persons may appear and offer comments, either orally or in writing; however, questioning of those making presentations will be reserved exclusively to the presiding officer as may be necessary to ensure a complete record. While any person with pertinent comments will be granted an opportunity to present them during the course of the hearing, the presiding officer reserves the right to restrict testimony in terms of time and repetitive content. Organizations, associations, or groups are encouraged to present their commonly held views and identical or similar comments through a representative member when possible. Comments on the proposed text should include appropriate citations to sections, subsections, paragraphs, etc. for proper reference. Any suggestions or requests for alternative language or other revisions to the proposed text should be submitted in

1 written form. Presentations must remain pertinent to the issues
2 being discussed. A person may not assign a portion of his or
3 her time to another speaker. Persons with disabilities who plan
4 to attend this meeting and who may need auxiliary aids or
5 services such as interpreters for persons who are deaf or
6 hearing impaired, readers, large print or Braille, are requested
7 to contact Government and Public Affairs Division, 125 East 11th
8 Street, Austin, Texas 78701-2483, (512) 305-9137 at least two
9 working days prior to the hearing so that appropriate services
10 can be provided.

11
12 SUBMITTAL OF COMMENTS

13 Written comments on the proposed repeal of §2.22 and new
14 §§2.101-2.112 may be submitted to Dianna Noble, Director,
15 Environmental Affairs Division, Texas Department of
16 Transportation, 125 East 11th Street, Austin, Texas 78701-2483.
17 The deadline for receipt of comments is 5:00 p.m. on November 9,
18 2009.

19
20 STATUTORY AUTHORITY

21 The repeal and new sections are proposed under Transportation
22 Code, §201.101, which provides the Texas Transportation
23 Commission with the authority to establish rules for the conduct
24 of the work of the department, and more specifically,
25 Transportation Code, §201.607, which requires the department

1 every fifth year to revise the MOU with each state agency that
2 is responsible for the protection of the natural environment or
3 for the preservation of historical and archeological resources.

4

5 CROSS REFERENCE TO STATUTE

6 Transportation Code, §§201.604, 201.607, and 222.001.

SUBCHAPTER E. Memorandum of Understanding with Texas Parks and
Wildlife Department.

§2.101. Purpose.

(a) This subchapter provides the memorandum of understanding (MOU) between the Texas Department of Transportation (TxDOT) and the Texas Parks and Wildlife Department (TPWD) relating to the environmental review of transportation projects developed by TxDOT, as required by Transportation Code, §201.607, and the mitigation of the effects of certain transportation projects.

(b) The MOU establishes the procedure for the submission of information concerning a proposed transportation project by TxDOT to TPWD, the review of the project by TPWD, the submission of comments by TPWD to TxDOT, and TxDOT's response to those comments.

(c) The MOU takes effect January 7, 2010 and on that date, the previous memorandum of understanding between TxDOT and TPWD expires.

(d) Nothing in this subchapter or the MOU supersedes, modifies, or nullifies any agreement entered into by TxDOT and TPWD, other than the MOU.

(e) TxDOT and TPWD shall review and by rule shall update the MOU not later than the fifth anniversary of its effective

1 date, as required by Transportation Code, §201.607.

2
3 §2.102. Texas Natural Diversity Database. TPWD maintains the
4 Texas Natural Diversity Database. The database contains
5 information on listed and proposed threatened and endangered
6 species, both state and federal, species of concern, significant
7 remnant native vegetation, and other features of concern to
8 TPWD. The data are in a nationally recognized biological
9 Geographic Information System (GIS) database format. TPWD makes
10 the database accessible to TxDOT under the memorandum of
11 agreement entitled Sharing and Maintaining Natural Diversity
12 Database Information, effective April 11, 2007 that concerns the
13 use by TxDOT of the database. The memorandum of agreement
14 authorizes certain limited use and distribution of this
15 information, and specifies security requirements.

16
17 §2.103. Applicability of MOU. The MOU applies only to a
18 transportation project, as described by §2.1(b)(2) of this
19 chapter (relating to General; Emergency Action Procedures),
20 developed by TxDOT and to a highway improvement project on the
21 state highway system developed by another entity.

22
23 §2.104. Definitions. The following words and terms, when used

1 in this subchapter, or in documents prepared by TxDOT or TPWD
2 pursuant to this subchapter, have the following meanings, unless
3 the context clearly indicates otherwise.

4 (1) Construction project--The construction of a new
5 transportation facility or the expansion, rehabilitation, or
6 reconstruction of an existing transportation facility.

7 (2) Coordination--Actions between TxDOT and TPWD that
8 relate to and facilitate TPWD's review of and comments on the
9 potential environmental effect of a highway project and that are
10 carried out in accordance with the requirements of either
11 National Environmental Policy Act or this chapter, or both.

12 (3) Environmental document--Environmental document
13 includes categorical exclusion documentation, environmental
14 assessments, environmental impact statements, supplemental
15 environmental assessments, and supplemental environmental impact
16 statements. An environmental document incorporates
17 environmental reports and shows coordination and consultation
18 efforts and cost and engineering elements.

19 (4) Federal endangered species--Endangered species, as
20 defined by the Endangered Species Act (16 U.S.C. §§1531 et
21 seq.), including the rules implementing that Act.

22 (5) Federal threatened species--Threatened species, as
23 defined by the Endangered Species Act (16 U.S.C. §§1531 et

1 seq.), including the rules implementing that Act.

2 (6) Floodplains or creek drainages--Water related
3 features that exhibit riparian vegetation or would have riparian
4 vegetation if not previously disturbed; the extent of riparian
5 habitat.

6 (7) Mature habitat--Any native vegetation community that
7 exhibits a composition and structure closely resembling a native
8 condition, and in which a significant percentage of the plants
9 are reproductively mature.

10 (8) Mitigation--The actions taken to address the adverse
11 impacts to the natural environment that result directly from a
12 transportation project. The term includes actions taken to
13 avoid, minimize, or to compensate for impacts.

14 (9) NEPA--The National Environmental Policy Act of 1969,
15 as amended (42 U.S.C. §4371 et seq.), and the rules adopted to
16 implement the Act by the Council on Environmental Quality or by
17 a federal agency with jurisdiction over a proposed
18 transportation project.

19 (10) Qualified biologist--A person holding a bachelor's
20 degree from an accredited university in a natural resource
21 field, or who possesses demonstrated experience and training in
22 the assessment of biological resources.

23 (11) Right of way--The land provided for a transportation

1 facility, for example, the roadway itself (including shoulders),
2 and areas between the roadway and adjacent properties (including
3 drainage easements). The term is also known as "project limits"
4 when a transportation project is under development or
5 construction.

6 (12) Riparian vegetation--Vegetation that would not be
7 present in an area except for the presence of a water feature.

8 (13) Regulated resources--Natural resources that when
9 impacted by a transportation project may require mandatory
10 mitigation as directed by federal law, including but not limited
11 to mitigation directed by the United States Army Corps of
12 Engineers under the Clean Water Act, Section 404 (26 U.S.C.
13 §1344), concerning impacts to waters of the United States, or as
14 directed by the United States Fish and Wildlife Service
15 concerning impacts to federal threatened or endangered species.

16 (14) Significant remnant vegetation--A type of native
17 vegetation that is considered by TPWD or other recognized
18 authorities to be rare or to have significantly declined in
19 recent times and listed in an agreement under §2.111(c) of this
20 subchapter (relating to TxDOT and TPWD Commitment to Enter into
21 Other Agreements).

22 (15) Species of concern--A species of plants or animals
23 that is on the current and applicable county list prepared by

TPWD and that TPWD identified in the Texas wildlife action plan as rare, declining, or priority. The term does not include a federal threatened or endangered species.

(16) State threatened or endangered species--A species of wildlife listed under Parks and Wildlife Code, §68.003 as threatened with statewide extinction or a plant species on the list of endangered, threatened, or protected native plants filed with the Office of the Secretary of State under Parks and Wildlife Code, §88.003 or amended under Parks and Wildlife Code, §88.004.

(17) Unregulated resources--Natural resources that are not regulated resources.

(18) Wetlands--Areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. The term includes swamps, marshes, bogs, and similar areas.

§2.105. Coordination with TPWD Concerning Transportation Project. TxDOT will coordinate with TPWD concerning a proposed transportation project in accordance with §2.106 of this subchapter (relating to Standard Coordination Procedure) or

§2.107 of this subchapter (relating to Coordination during Early Project Development), as applicable. Unless otherwise expressly provided in this subchapter, if TxDOT is required by this subchapter to coordinate with or submit an environmental or other document to TPWD, TxDOT will coordinate with or submit the document, as appropriate, to the Wildlife Habitat Assessment Program of TPWD.

§2.106. Standard Coordination Procedure.

(a) Projects subject to review.

(1) TxDOT will coordinate with TPWD under this section concerning a proposed transportation project if:

(A) the project is the subject of a draft environmental impact statement, final environmental impact statement, environmental assessment, or supplemental environmental impact statement or supplemental environmental assessment; and

(B) TxDOT undertakes a reevaluation of an environmental impact statement or an environmental assessment related to the project and:

(i) the project has been reviewed by TPWD and the scope of the reevaluation relates to an issue TPWD commented on; or

(ii) the change proposed in the reevaluation,

considered as a stand-alone transportation project, is equal to or greater than at least one of the factors listed in subparagraphs (A) through (F) of paragraph (3) of this subsection.

(2) TxDOT will coordinate with TPWD under this section concerning a transportation project that was the subject of coordination under §2.107 of this subchapter (relating to Coordination during Early Project Development) only if a significant change to the project occurred after coordination during early project development. A significant change is equal to or greater than at least one of the factors listed in subparagraphs (A) through (F) of paragraph (3) of this subsection. TxDOT's Environmental Affairs Division will review a project before final approval of the environmental document to determine if significant changes to the project occurred after the project underwent coordination during early project development.

(3) TxDOT will coordinate with TPWD under this section concerning a proposed transportation project that is classified as a categorical exclusion only if the project:

(A) is in the range of a state threatened or endangered species or a species of concern, and within the limits of the project there is suitable habitat;

(B) temporarily or permanently disturbs any significant remnant vegetation;

(C) contains floodplains or creek drainages or wetlands that require a nationwide permit with pre-construction notification or an individual permit, issued by the United States Army Corps of Engineers, or a water-related feature that has associated riparian vegetation or would have riparian vegetation if the vegetation was not previously disturbed;

(D) includes in the TxDOT right of way more than 200 linear feet of one or more of the following that is not already channelized or otherwise maintained:

(i) channel realignment; or

(ii) stream bed or stream bank excavation, scraping, clearing, or other permanent disturbance.

(E) contains isolated wetlands outside existing TxDOT right of way that will be directly impacted by the project; or

(F) temporarily or permanently disturbs mature woody vegetation that is at least 50 percent native species in an area equal to or greater than the area of disturbance in Figure 43 TAC §2.106(a)(3)(F) associated with the ecoregion, as designated by TPWD, in which the project is located.

Figure 43 TAC §2.106(a)(3)(F)

Ecoregion	Area of Disturbance
Piney Woods	3 acres
Oak Woods and Prairies	2 acres
Blackland Prairie	1 acre
Gulf Coast Prairies & Marshes	2 acres
Coastal Sand Plain	1 acre
South Texas Brush	1 acre
Edwards Plateau	1 acre
Llano Uplift	1 acre
Rolling Plains	1 acre
High Plains	1 acre
Trans Pecos	1 acre

1

2

(4) For the purpose of paragraph (3)(A) of this

3

subsection, "range" is the general area where a species would be

4

expected to occur as shown in a selection of field guides or

5

other references and "suitable habitat" is an area with minimum

6

conditions required by a species.

7

(5) For the purpose of paragraph (3)(F) of this

8

subsection, "mature woody vegetation" means plant communities

9

described in "The Vegetation Types of Texas" with aspect

10

dominants that are woody in character and for which the majority

1 of the dominant plants are capable of producing seed. The term
2 includes trees and shrubs.

3 (b) Procedure.

4 (1) TxDOT will submit the environmental documentation for
5 an applicable project to TPWD for review and comment. TPWD
6 shall have a period of 45 days from the date of the TxDOT
7 transmittal letter for its review. If TPWD requests additional
8 information, TxDOT will provide the requested information if the
9 information is available or reasonably can be obtained. If
10 requested information is provided, TPWD shall have 30 days from
11 the date of TxDOT's second transmittal letter that will
12 accompany the additional information forwarded to TPWD to review
13 the documentation.

14 (2) If a project that underwent coordination during early
15 project development under §2.107 of this subchapter is also
16 subject to coordination under this section, TPWD shall have a
17 period of 45 days from the date of the TxDOT transmittal letter
18 submitted under this section to amend or expand upon earlier
19 comments and recommendations made under §2.107 of this
20 subchapter.

21 (3) TxDOT will consider the comments that are timely
22 submitted by TPWD in making decisions on the project, and will
23 give to TPWD a written explanation of TxDOT's decisions. If

TPWD submits comments after the dates established by paragraph (1) or (2) of this subsection, TxDOT will consider the comments in making decisions on the project to the extent practicable, and provide a written explanation of TxDOT's response to those comments.

(4) TxDOT will incorporate the results of the coordination documentation into the project's final environmental documentation.

(5) TxDOT will submit to TPWD its written explanation to TPWD's comments under paragraph (3) of this subsection not later than the 90th day after the date the environmental review for a transportation project is completed.

§2.107. Coordination during Early Project Development.

(a) Request.

(1) TxDOT may request early project coordination with TPWD if:

(A) the project meets the requirements for required coordination under §2.106(a) of this subchapter (relating to Standard Coordination Procedure); and

(B) TxDOT has conducted one or more of the following activities for the project: preliminary project planning, field surveys, database searches, in-house coordination, initial

1 resource agency coordination, or scoping.

2 (2) A request under this subsection must be made in
3 accordance with the agreement entered into under §2.110(d) of
4 this subchapter (relating to Agreement for Calculating
5 Mitigation Payments for Unregulated Resources) and must be
6 submitted to TPWD.

7 (3) TPWD may decline a request.

8 (b) Coordination procedure. If a request under subsection
9 (a) of this section is accepted by TPWD, TPWD shall have a
10 period of 60 days from the date of the TxDOT transmittal letter
11 to review each early project development project referral. If
12 TPWD requests additional information, TxDOT will provide the
13 requested information if the information is available or
14 reasonably can be obtained. If requested information is
15 provided, TPWD shall have 30 days from the date of TxDOT's
16 second transmittal letter that will accompany the additional
17 information forwarded to TPWD. TxDOT will submit to TPWD a
18 written response to TPWD's comments not later than the 90th day
19 after the date the environmental review for a transportation
20 project is completed.

21 (c) Use of results. TxDOT will consider any comments
22 submitted by TPWD under this section during final project
23 development. TxDOT will incorporate the results of early

1 project coordination into the project's final environmental
2 documentation.

3
4 §2.108. Review and Comment on Maintenance Programs. TxDOT will
5 allow TPWD the opportunity to review and comment on the
6 environmental review for a maintenance program under §2.18 of
7 this chapter (relating to Maintenance Projects and Programs).

8
9 §2.109. Mitigation and Mitigation Payments to TPWD.

10 (a) Mitigation.

11 (1) TxDOT seeks to mitigate impacts to resources through
12 avoidance, minimization, and compensation, in that order of
13 preference. TxDOT will consider procedures and methods for
14 avoidance and minimization measures throughout transportation
15 project development.

16 (2) In the referral of a project to TPWD under §2.106 of
17 this subchapter (relating to Standard Coordination Procedure) or
18 §2.107 of this subchapter (relating to Coordination during Early
19 Project Development), TxDOT will describe the proposed steps to
20 be taken to mitigate potential adverse impacts on resources.
21 TxDOT will consider TPWD recommendations for changed or
22 additional steps.

23 (3) The Wildlife Habitat Assessment Program of TPWD will

1 provide advice and assistance to TxDOT staff, including
2 districts and the Environmental Affairs Division, in designing
3 mitigation plans or agreements.

4 (4) TxDOT will describe the mitigation proposal for the
5 project in the project's environmental document. Mitigation
6 will be included if mutually agreed to by TPWD and TxDOT.

7 (b) Mitigation during construction.

8 (1) TxDOT will consult with TPWD when unforeseen impacts
9 on state threatened or endangered species, species of concern,
10 or their habitats are identified during construction of a
11 project. TxDOT will incorporate best management practices and
12 other mitigation measures suggested by TPWD when practical and
13 reasonable.

14 (2) The Wildlife Habitat Assessment Program of TPWD and
15 district staff of TxDOT will conduct on-site project
16 coordination when appropriate.

17 (c) Payments to TPWD for Impacts to Unregulated Resources.

18 (1) Authority. Impacts on unregulated resources
19 resulting from a transportation project that result directly
20 from construction or maintenance of a state highway by TxDOT
21 will be mitigated in accordance with this subsection.
22 Transportation Code, §222.001 authorizes TxDOT to use funds
23 deposited to the state highway fund to mitigate adverse

environmental effects that result directly from the construction or maintenance of a state highway. Impacts on regulated resources are mitigated in accordance with federal law and not covered by this subsection.

(2) Payment dates. TxDOT will pay to TPWD on March 1, June 1, September 1, and December 1 of each year an amount to compensate for environmental effects on unregulated resources. Payments are due within 60 days of the payment date.

(3) Payment based on construction contracts awarded. The amount of a payment will be calculated using the amount of specified categories of contracts entered into by TxDOT during the three months immediately preceding the payment date. TxDOT and TPWD will agree on a factor to be applied to the category that, when applied to the contract amount for the preceding three months, will result in the best estimate of the dollar impact on unregulated resources per dollar of contracts awarded. TxDOT will assign each project to the category that most accurately describes the project. The categories are:

(A) Category 1: preventative maintenance and rehabilitation;

(B) Category 4: statewide connectivity corridor projects;

(C) Category 6: structures, highway bridges, and

1 railroad grade separation;

2 (D) Category 8: safety;

3 (E) Category 11: district discretionary; or

4 (F) Category 12: strategic priorities.

5 (4) Payment based on acreage impacted; reconciliation.

6 (A) Not later than October 1 of each year, TxDOT will
7 complete a list of construction projects awarded during the
8 preceding fiscal year. Each project will be identified by its
9 control section job (CSJ) number, district, and the number of
10 acres affected within the project's right of way, for each of
11 the following habitat categories: riparian, upland trees, brush,
12 maintained right of way, other, and unique vegetation or
13 habitat. Figure 43 TAC §2.109(c)(4)(A) indicates the value per
14 acre for each habitat type.

15 Figure 43 TAC §2.109(c)(4)(A)

Habitat Category	Riparian	Upland Trees	Brush	Maintained ROW	Other	Unique Vegetation/Habitat
Value/acre	\$4,002	\$2,668	\$1,334	\$166	\$666	To be determined under §2.110(d)

16
17 (B) Not later than November 1 of each year, TxDOT will
18 calculate the total payments made under paragraph (3) of this
19 subsection during the preceding state fiscal year to TPWD.
20 Using the procedure set forth in this paragraph, or a revised

1 procedure as developed under §2.110 of this subchapter (relating
2 to Agreement for Calculating Mitigation Payments for Unregulated
3 Resources), TxDOT will calculate the total payments based on
4 acreage impacted. If the sum of the quarterly payments based on
5 construction contract awards exceeds the sum of the total
6 payments calculated based on acreage impacted, TPWD will return
7 to TxDOT the excess payments. If the sum of quarterly payments
8 based on construction contract awards was less than the
9 calculated acreage impacted, TxDOT will make payment for the
10 remaining acreage impacted.

11
12 §2.110. Agreement for Calculating Mitigation Payments for
13 Unregulated Resources.

14 (a) Immediately after the execution of the MOU, a team of
15 TxDOT and TPWD staff will meet to adopt an agreement on
16 procedures and methodologies to calculate the environmental
17 effects directly caused by transportation projects that result
18 directly from construction or maintenance of a state highway by
19 TxDOT on unregulated resources and to provide recommendations to
20 accurately and equitably compensate for environmental effects.
21 The procedures and methodologies will provide compensation for
22 every TxDOT construction project. TxDOT will track impacts for
23 all construction projects by TxDOT district and submit a

1 quarterly list to TPWD that includes both projects that are
2 referred and not referred to TPWD for review.

3 (b) Under the agreement an interagency team will meet on a
4 quarterly basis to review the calculation of acreage impacted by
5 projects as required under §2.109 of this subchapter (Mitigation
6 and Mitigation Payments to TPWD).

7 (c) The interagency team will review the process by which
8 impact is measured and will prepare a final compensation plan.

9 The team will:

10 (1) determine if the process supports the TPWD goals and
11 objectives for conservation of regulated and unregulated
12 resources;

13 (2) determine if additional or more refined types of
14 habitats should be tracked;

15 (3) determine an appropriate rate of compensation for
16 each habitat within each of the ecoregions designated by TPWD;
17 and

18 (4) evaluate whether it is necessary to add a category
19 for unique vegetation and habitat features to address unique
20 areas or features differing from the general descriptions
21 provided for the region in TPWD's "Vegetation Types of Texas."

22 (d) To add a category described by subsection (c)(4) of
23 this section, both TPWD and TxDOT must agree that the unique

1 vegetation and habitat features either provide significant
2 refuge or habitat to wildlife or represent a localized but
3 significant stand of vegetation. The amount of compensation
4 under the new category will be determined by the executive
5 offices of TxDOT and TPWD on a case-by-case basis.

6 (e) On the effective date of the agreement that adopts the
7 compensation plan prepared under subsection (c) of this section,
8 the quarterly payments under §2.109 of this subchapter (relating
9 to Mitigation and Mitigation Payments to TPWD) based on
10 construction contract awards will end and the payments will be
11 based on that compensation plan. If new habitat types are
12 provided under the plan, the plan may provide for a transition
13 from payments based on the impacts to the habitat types
14 identified in §2.109 of this subchapter to payments based on the
15 new habitat types.

16
17 §2.111. TxDOT and TPWD Commitment to Enter into Other
18 Agreements.

19 (a) TxDOT and TPWD agree to enter into an agreement
20 concerning the methods of and guidelines for habitat
21 description.

22 (b) TxDOT and TPWD agree to enter into an agreement
23 concerning procedures for review and adoption of best management

1 practices. Under the agreement a working group of TPWD and
2 TxDOT staff will meet regularly to identify, assess, and adopt
3 best management practices for the mitigation of the
4 environmental impacts of construction projects and the
5 maintenance projects and programs described by §2.18 of this
6 chapter (relating to Maintenance Projects and Programs) on
7 resources and habitat. The best management practices will be
8 documented in standard specifications and will be applied as
9 appropriate.

10 (c) TxDOT and TPWD agree to enter into an agreement
11 adopting a list of significant remnant vegetation types in Texas
12 and any unique vegetation and habitat features.

13 (d) TxDOT and TPWD agree to enter into an agreement
14 adopting a procedure under which TxDOT may request coordination
15 with TPWD concerning a project processed during early project
16 development under §2.107 of this subchapter (Coordination during
17 Early Project Development).

18 (e) TxDOT and TPWD agree that the agreements described in
19 this section will be finalized and executed by TxDOT and TPWD by
20 no later than December 31, 2010.

21
22 §2.112. Review of Performance; Updates of MOU.

23 (a) TxDOT and TPWD agree to enter into an agreement

1 adopting a list of measurable performance criteria and goals for
2 benchmark reviews for implementing the MOU.

3 (b) Semiannually, TxDOT and TPWD will jointly review the
4 transportation projects that TxDOT has referred to TPWD for
5 coordination under the MOU. The review will evaluate whether
6 coordination work meets the performance criteria established in
7 the agreement entered into under this section. If a performance
8 criterion is not met, TxDOT and TPWD will take steps to address
9 the deficiency.

SUBCHAPTER B. MEMORANDA OF UNDERSTANDING WITH
NATURAL RESOURCE AGENCIES

§2.22. Memorandum of Understanding with the Texas Parks and
Wildlife Department.

(a) Purpose.

(1) It is the policy of the Texas Department of
Transportation (TxDOT) to:

(A) investigate fully the environmental impacts of
TxDOT transportation projects, coordinate these projects with
applicable state and federal agencies, and reflect these
investigations and coordinations in the environmental
documentation for each project;

(B) base project decisions on a balanced consideration
of the need for a safe, efficient, economical, and
environmentally sound transportation system;

(C) receive input from the public through the public
involvement process; and

(D) utilize a systematic interdisciplinary approach as
an essential part of the development process for transportation
projects.

(2) In order to pursue this policy, TxDOT and the Texas
Parks and Wildlife Department (TPWD) have agreed to develop this
Memorandum of Understanding (MOU) that will supersede the MOU

1 which became effective on October 15, 1992.

2 (3) Transportation Code, §201.607, directs TxDOT to adopt
3 memoranda of understanding with appropriate environmental
4 resource agencies, including TPWD.

5 (4) The rules for coordination of state-assisted
6 transportation projects found in §§2.40-2.51, of this title
7 (relating to Environmental Review and Public Involvement for
8 Transportation Projects), underline the need for and importance
9 of comprehensive environmental coordination for all
10 transportation projects.

11 (5) It is the purpose of this MOU to provide a formal
12 mechanism by which the TPWD may review TxDOT transportation
13 projects, including those that have the potential to affect
14 natural resources within facilities owned or managed by TPWD.
15 This review will promote the mutually beneficial sharing of
16 information between TxDOT and TPWD, which will assist TxDOT in
17 making environmentally sound decisions.

18 (b) Definitions. The following words and terms, when used
19 in this section shall have the following meanings, unless the
20 context clearly indicates otherwise.

21 (1) Construction--Activities which involve the building
22 of transportation facilities on a new location, or the
23 expansion, rehabilitation, or reconstruction of an existing

1 facility.

2 (2) Early project development--The phase of project
3 development that includes, but is not limited to, project
4 planning, field surveys, database searches, in-house
5 coordination, initial resource agency coordination, and scoping,
6 if necessary prior to selection of alternatives.

7 (3) Environmental document--A decision-making document
8 which incorporates the results of environmental studies,
9 coordination and consultation efforts, and engineering elements.
10 Types of documents include categorical exclusions, environmental
11 assessments, and environmental impact statements.

12 (4) Habitat--Areas of intrinsic biological resource
13 value, the disturbance of which would not require: a U.S. Army
14 Corps of Engineers permit; a U.S. Coast Guard permit;
15 coordination under the Endangered Species Act, Fish and Wildlife
16 Coordination Act, or the Migratory Bird Treaty Act.

17 (5) Maintenance--Activities which involve the repair or
18 preservation of an existing facility to prevent that facility's
19 degradation to an unsafe or irreparable state, or which involve
20 the treatment of an existing facility or its environs to meet
21 acceptable standards of operations or aesthetic quality. Such
22 activities generally do not require the acquisition of
23 additional right of way.

1 (6) Maintenance programs--A collection of maintenance
2 activities performed singularly or collectively on the state
3 highway system. The following categories have been established
4 as maintenance programs: bridge maintenance; customer service;
5 debris and spills; drainage; ferry maintenance; maintenance
6 enhancement; pavement maintenance; roadside appurtenances;
7 traffic pavement markings; and vegetation management.

8 (7) Memorandum of Understanding (MOU) --A formal document
9 which outlines the relationship between agencies or parties,
10 including the responsibilities and jurisdiction of each party.

11 (8) Mitigation--A means of addressing adverse impacts to
12 the natural environment including, in general order of
13 preference, avoidance, minimization, and compensation, the
14 commitment for which will be included in the environmental
15 document wherever the need is mutually agreed upon by TxDOT and
16 TPWD, including detailed plans where practicable.

17 (9) National Environmental Policy Act of 1969 (NEPA)--The
18 basic national charter for protection of the environment which
19 establishes policy, sets goals, and provides means for carrying
20 out the policies. NEPA is binding upon federal agencies,
21 including the Federal Highway Administration, and is usually
22 followed as an environmental guideline by state and local
23 agencies. In this document, NEPA includes the Act itself, its

subsequent amendments, and implementing regulations.

(10) Project development--The planning process of a transportation project which includes early project development, environmental studies including the development of the appropriate environmental documentation, public involvement, engineering design, and right of way acquisition.

(11) Public involvement--An important, ongoing phase of the project planning process which encourages and solicits public input and seeks to provide the public the opportunity to become fully informed regarding project development.

(12) Right of way--The land provided for a transportation facility, for example, the roadway itself (including shoulders), and areas between the roadway and adjacent properties (including drainage facilities).

(13) Transportation projects--All surface transportation projects designed, constructed, and maintained by TxDOT, excluding toll projects.

(c) Responsibilities.

(1) Texas Department of Transportation. The responsibilities of TxDOT pertain primarily to:

(A) planning and designing safe, efficient, effective, and environmentally sound transportation facilities, while avoiding, minimizing, or compensating for anticipated

1 environmental impacts to the fullest extent practicable;

2 (B) timely and efficient construction of transportation
3 facilities in a manner consistent with approved plans or
4 agreements that TxDOT has executed regarding the protection of
5 the natural environment to provide safe, efficient, and
6 environmentally sound transportation facilities for the
7 traveling public;

8 (C) the ongoing maintenance of these facilities to
9 provide safe, efficient, and environmentally sound
10 transportation facilities for the traveling public, and
11 dedication to the protection of natural resources within the
12 jurisdiction of TxDOT; and

13 (D) as directed by House Bill 1359, 74th Legislature,
14 1995 which amended House Bill 9, 72nd Legislature, 1991, the
15 construction, repair, and maintenance of roads in and adjacent
16 to state parks, state fish hatcheries, state wildlife management
17 areas, and support facilities for parks, fish hatcheries, and
18 wildlife management areas. (These items have been implemented
19 under a separate memorandum of agreement between TxDOT and TPWD
20 dated September 1, 1998.)

21 (2) Texas Parks and Wildlife Department.

22 (A) The responsibilities of TPWD relate primarily to
23 its functions as a natural resource agency, including its

resource protection functions, designated by Parks and Wildlife Code, Chapters 67, 68, 88, and §12.001 and §12.0011, and include:

(i) acting as the state agency with primary responsibility to protect the state's fish and wildlife resources;

(ii) providing recommendations that will promote fish and wildlife resources to local, state, and federal agencies that approve, permit, license, or construct developmental projects;

(iii) providing information on fish and wildlife resources to any local, state, or federal agencies or private organizations that make decisions affecting those resources; and

(iv) maintaining a listing of endangered and threatened species and providing these listings to local, state, and federal agencies that make decisions affecting those species.

(B) TPWD will identify and appoint appropriate staff to coordinate with TxDOT staff on transportation projects and to review project-specific information and documentation.

(d) Provisions. For the purpose of this MOU, the activities of TxDOT are divided into the following categories.

(1) Early project development. TxDOT may coordinate the

1 potential impacts with TPWD Wildlife Habitat Assessment Program
2 staff or the appropriate selected regional staff. TPWD will
3 provide a list of regional director contacts for district use.
4 TPWD staff may provide information concerning the occurrence of
5 unique or important wildlife travel or activity areas, sensitive
6 habitats, important vegetative communities or ecosystems,
7 suitability of habitat for threatened or endangered species, or
8 other natural resource information that could identify potential
9 undesirable impacts and associated planning constraints before
10 completion of a project design, and selection of a preferred
11 project alternative. The level of information provided by TPWD
12 will be consistent with protocol established to protect
13 confidentiality of site-specific data collected on private lands
14 pursuant to Parks and Wildlife Code, §12.0251 and §12.103.
15 TxDOT will provide project-specific information, as available,
16 to TPWD regional contacts. Following appropriate early
17 coordination that may involve TPWD regional staff, TxDOT may
18 solicit written concurrence from TPWD of a proposed project's
19 potential impacts and mitigation during early project
20 development. However, initially, written concurrence must be
21 coordinated through the Wildlife Habitat Assessment Program of
22 TPWD. Eventually, projects successfully coordinated with TPWD
23 regional staff during early project development may not require

1 additional coordination with TPWD as required under paragraph
2 (2) of this subsection, as determined by mutual agreement
3 between TPWD and TxDOT.

4 (2) Project development. Upon completion of TxDOT's
5 preliminary project review, a copy of the environmental
6 documentation shall be furnished to TPWD for all projects
7 meeting the criteria for coordination unless previously
8 documented as shown in paragraph (1) of this subsection.

9 Coordination will be conducted for projects that:

10 (A) involve more than 1.0 acre (0.4 hectares) of new
11 right of way within floodplains or creek drainages in rural or
12 undeveloped urban areas;

13 (B) require channel modifications to streams, rivers,
14 or water bodies;

15 (C) involve a channel realignment involving the
16 creation of new drainage ways or other excavation impacting more
17 than 1.0 acre (0.4 hectares) of mature woody vegetation;

18 (D) require any excavation (scraping, clearing, or
19 other surface disturbance) of the existing channel outside of
20 TxDOT's existing right of way or of the channel inside TxDOT's
21 existing right of way which is not routinely maintained and
22 exhibits native vegetation;

23 (E) might affect mature woody vegetation, dense mature

brush, including any significant remnant native vegetation
(e.g., undisturbed native prairie or bottomland hardwood, etc.);

(F) are within the range and in suitable habitat of any
state or federally listed threatened or endangered species;

(G) involve mitigation plans, or otherwise involve
proposals to redress project impacts on fish, wildlife, or plant
resources;

(H) have previous environmental documentation but where
three years have passed without major action(s) (i.e., final
design, acquisition of right of way, approval of plans,
specifications, or estimates) and the project has not been
reviewed by TPWD, but meets the above listed criteria; or

(I) have previous environmental documentation but where
three years have passed with major action(s) and the project may
or may not have been reviewed by TPWD, but meets the above
listed criteria.

(3) Elements of documentation. The level of
environmental documentation prepared and provided to TPWD will
be of sufficient detail to allow determination of the kinds of
vegetation communities that will be affected and areal extent of
vegetation impacted. The biological and natural resource
information contained in the environmental documentation will be
interpreted and verified by a qualified biologist prior to

1 coordination with TPWD. When available, environmental
2 documentation may be supported by aerial photography or on-
3 ground photography taken by a hand-held camera.

4 (4) Interagency team. An interagency team consisting of
5 staff from both TxDOT and TPWD will be established within 60
6 days from the signature date of this MOU.

7 (A) This team will:

8 (i) develop procedures and methodologies for
9 providing habitat characterizations and impact descriptions, and
10 develop supporting information for the environmental
11 documentation; and

12 (ii) establish criteria for the appropriateness,
13 planning, and implementation of compensatory mitigation when
14 TxDOT has identified a need, or when TxDOT and TPWD mutually
15 have identified the need, for compensation (Because mitigation
16 planning or implementation may be completed after the contract
17 for the project is awarded, no project shall be delayed pending
18 mitigation.).

19 (B) In addition, TxDOT has the final decision on the
20 implementation of a given mitigation plan. However, if TxDOT
21 determines that mitigation is not feasible, an explanation of
22 why it will not be undertaken shall be provided to TPWD.

23 (5) Review period. TPWD shall have a period of 45 days

1 from the date of the transmittal letter to review project
2 environmental documentation. Any comments submitted by TPWD
3 shall be considered by TxDOT in making project decisions. If
4 additional information is requested by TPWD it shall be provided
5 by TxDOT, if such information is available or reasonably can be
6 obtained. In such case, TPWD shall have an additional 30 days
7 from the date of TxDOT's second transmittal letter that will
8 accompany the additional information forwarded to TPWD to review
9 documentation.

10 (6) Final disposition of projects. TxDOT reserves the
11 right to determine the final disposition of proposed
12 transportation projects, based on a considered analysis of TPWD
13 comments and practical alternatives as they relate to TxDOT's
14 responsibilities as described in this document.

15 (7) Ongoing coordination. When necessary, construction
16 activities coordination between TxDOT and TPWD shall continue
17 through the construction phase to provide for the protection of
18 natural resources. Mitigation proposals agreed upon by TxDOT and
19 TPWD relating to construction activities will be included in the
20 project construction plans.

21 (8) Unforeseen protected species impacts. In the event
22 that unforeseen impacts to endangered or threatened species or
23 their habitat under TPWD jurisdiction are identified after

1 construction has commenced, TxDOT will coordinate with TPWD
2 regarding such resources.

3 (9) Maintenance program review. TPWD will be provided
4 the opportunity to review TxDOT maintenance programs prior to
5 implementation of each program or plan. TPWD will be provided an
6 opportunity to comment and make suggested revisions to the
7 programs, and TxDOT will give consideration to these suggested
8 revisions. If TxDOT does not fully implement the revisions
9 suggested by TPWD, TxDOT will provide a written explanation to
10 TPWD.

11 (10) TPWD document commentary. Comments received by TxDOT
12 from TPWD in the coordination process shall, when applicable,
13 include:

14 (A) guidance as to what species may be present within
15 the project area that may require special considerations in
16 terms of those species and their habitat;

17 (B) suggested mitigation measures; and

18 (C) recommendations for protection of natural resources
19 under TPWD jurisdiction, as defined in Parks and Wildlife Code,
20 §12.001 and §12.0011.

21 (e) Special provisions relating to information exchange.

22 (1) TxDOT and TPWD shall cooperate in the maintenance and
23 enhancement of a computer-based information system detailing the

1 distribution of species listed as threatened or endangered
2 (including state and federal listings), or those which are of
3 concern and are being considered for listing.

4 (2) TxDOT and TPWD shall cooperate to develop a protocol
5 addressing the transfer of the computer-based information on
6 locations of protected species and/or habitats of concern, the
7 use and distribution of this information, and the security of
8 the information. The level of information provided by TPWD will
9 be consistent with protocol established to protect
10 confidentiality of site specific data collected on private lands
11 pursuant to Parks and Wildlife Code, §12.0251 and §12.103.

12 (f) Review of MOU. This MOU shall be reviewed and updated,
13 at a minimum, every fifth year beginning January 1, 2002, and
14 TxDOT and TPWD by rule shall adopt the MOU and all revisions to
15 the MOU.

Jester Annex Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 10/02/2009 04:45 PM
Final Approval Date: 10/06/2009

Cap Metro Selection Process Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on setting the process to fill the Williamson County appointment to the Cap Metro board of directors.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Grimes Kathy Started On: 10/21/2009 04:09 PM
Final Approval Date: 10/22/2009

Budget process

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider implementing new procedures for the 2010-2011 budget process.

Background

see attached

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Budget Process Recommendations](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 10/22/2009 11:38 AM
Final Approval Date: 10/22/2009

Proposed Budget Process for 2010-2011 by Comm. L. Birkman

Budget Process Training

The Budget Officer, Auditor and HR would work to provide training to elected officials, department heads and managers on best practices for preparing budgets. This would need to be completed prior to April of 2010.

Budget Priorities Workshop

Comm. Court would meet with Budget Officer and Auditor to discuss priorities for the coming year. This would need to be completed prior to April of 2010.

Notification to Department Heads

Budget officer would include list of priorities as adopted by the court in the notification to dept. heads and elected officials regarding timeline for budget submissions.

Pre-Budget Hearings

Department Heads and elected officials would get the chance to address the court on their needs, as we have done in the past.

Budget Preparation

Budget Officer would prepare the budget based on priorities and input from dept. heads and elected officials

Revenue projections would be received by July 25, 2010 and reviewed by court, Budget Officer and Auditor.

Budget officer would present her budget to the court. Auditor would present the proposed tax rate for the budget.

Budget officer would break out any “big ticket items” and provide options for the inclusion or exclusion of these. The court would give direction as to the option to pursue.

The Budget Officer would finish the budget and release it to the dept. heads and elected officials.

Post-Budget Hearings

The court would hold post budget hearings in which dept. heads and elected officials could address the court.

Budget Workshops

The court would hold one or more budget workshops after the post-budget hearings in which votes would be taken to give Budget Officer direction as to what to include or exclude from the budget.

Budget Adoption

Adoption of the final budget would be sometime in early September.

2010 GED Contract

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Robyn Murray
Department: Juvenile Services
Contract Oversight:
Agenda Category: Consent

Information

Agenda Item

Discuss and consider FY 2010 Austin Community College GED Contract

Background

Annual GED Contract with Austin Community College for Academy residents and JJAEP students in completeing their high school equivalency exams

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: <\\Juvenile\Users\RMurray\2010 Contracts\2010 GED Contract.pdf>

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Attorney	Hal Hawes	10/21/2009 10:44 AM	APRV
2	Jim Gilger	Jim Gilger	10/21/2009 10:47 AM	APRV
3	Budget	Ashlie Koenig	10/22/2009 10:49 AM	APRV
4	County Judge Exec Asst.	Wendy Coco	10/22/2009 11:48 AM	APRV

Form Started By: Robyn Murray
 Started On: 10/15/2009 10:09 AM
 Final Approval Date: 10/22/2009



GED Testing Contract

Performing Party:	Austin Community College District GED Testing Center
Receiving Party:	Williamson County Juvenile Services, Juvenile Justice Center
Date:	October 1, 2009
Prepared by:	Michiel D. Davis, GED Chief Examiner
Contract Period:	November 1, 2009 to December 30, 2010

GED Testing Contract

1 General

THIS CONTRACT is entered into as of **1st day of November, 2009** and between **Austin Community College District, GED Testing Center, 5930 Middle Fiskville Road Room 106, Austin, Texas 78752-4341** (Testing Provider) and **Williamson County Juvenile Services, Juvenile Justice Center, 1821 South East Inner Loop, Suite 2, Georgetown, Texas 78626-6357** (Receiving Party).

2 Terms of Contract

Listed below are the terms of this contract entered into by **Austin Community College District, GED Testing Center** and **Williamson County Juvenile Services, Juvenile Justice Center**.

This contract is binding for the period of **November 1, 2009 to December 30, 2010**.

- 2.1 This document shall be considered as a proposal for services until signed by both parties.
- 2.2 The receiving party agrees to pay for services received upon receipt of a proper invoice or voucher. Payment shall be due within thirty (30) days and must include copies of invoices or a list of all invoice numbers to be reconciled.
- 2.3 Austin Community College District will provide GED testing services at the minimum of one day each week unless GED testing services are not needed. A back up examiner will be available at all times in case the examiner becomes ill or incapacitated. If the GED Examiner were to become incapacitated the candidates must be secured in place until such time as the on call GED Examiner could arrive. The GED Center must be contacted as soon as possible at 512-223-7769 or 512-223-7722 if a replacement examiner is needed. If this is not possible, the candidates will place the answer document and scratch paper inside the front cover of the test booklet. Then show the Proctor their booklet number and place the booklet in the secure bag used to transport the exams. When the Proctor informs the staff that all Test Booklets are accounted for, the candidates can be released. The replacement examiner will be furnished at no cost to the facility.
- 2.4 Facility staff will support the contract by ensuring candidates follow attendance directives. All unit staff will assist in maintaining the security of test materials. They will cooperate in any test irregularity investigation to include confinement on site, thorough search of an individual's person and other forms of searches necessary.
- 2.5 The facility staff is responsible for conducting registration sessions for all new GED candidates. Each candidate must complete an Online U.S. Demographics Form one week before testing. The candidate must also complete the ACC GED Records Card which must be given to the GED Examiner along with a copy of the candidates Government issued photo identification document or TEA approved identification document one week prior to the test date. Social Security numbers must be provided from the candidate's Social Security card or official record. If a candidate has tested before, a copy of their official GED record must be furnished as well. The GED Examiner will train the Facility Education Center staff on all procedures related to completing the GEDTS Online Demographics Form and ACC GED Record Card. The facility will ensure that the candidates follow the instructions closely, so their information is properly recorded.
- 2.6 One week prior to the scheduled test date, a list of candidate names, social security numbers and date of birth must be e-mailed or faxed to the GED Center. The list must also include if the candidate is new or a transfer and if the candidate is retesting. Transferred candidates cannot test without an official score report being on file at the GED Testing Center. This report is required

for candidates that tested at a GED Test Site other than ACC on or after January 1, 2002. The GED Center can assist in obtaining these records if a request is made prior to testing or registering the candidate.

- 2.7 When Writing Skills or Mathematics exams are administered, no other GED exam can be given concurrently during the same testing session. Only Social Studies, Science or Reading GED exams can be administered during the same testing session and only two of the three exams can be administered on the same test day as long as they are concurrent.
- 2.8 The testing room will maintain a ratio of one examiner and one proctor¹ for a maximum of fifteen (15) candidates.
- 2.9 The testing room must be available to the GED Examiner at least thirty minutes prior to test time for setup and inspection of the appropriateness for testing. It must be a quiet, comfortable, well lighted room. It must have a clock facing the examinees and a chalk or white board. There must be adequate space between examinees and a desk and chair for the GED Examiner and Proctor facing the candidates.
- 2.10 The GED Tests will be administered in accordance with the "Official GED Examiners Manual" and the "Plan of Transporting and Testing at Remote Sites".

3 Security

- 3.1 The GED Examiner is directed to remove disruptive candidates from the test to ensure the safety and order of testing session. Facility staff must be available during testing to handle disturbances or a method to communicate with facility staff must be available during the test session.
- 3.2 Facility staff must be able to pat search each candidate leaving the testing room if it becomes necessary. Facility staff must have a method to collect material that has been damaged by biohazard material (i.e. bodily fluids). The test material must be given to the examiner once it is collected and placed in the correct container.
- 3.3 Any candidate who violates security procedures or whose behavior affects the integrity of the test session may be subject to one or more of the following:
 - 3.3.1 Removal from session without completing the five (5) subtests.
 - 3.3.2 Subtests or entire battery invalidated.
 - 3.3.3 An imposed waiting period before retesting.
- 3.4 Austin Community College District agrees to any and all security policies set forth by the facility with one exception required by the Texas Education Agency (TEA): All material that Austin Community College District brings into the facility can be searched for contraband, but testing materials will not be removed from the GED Examiner's possession at any time. Also, at no time can any official GED material be read by the person conducting the search.
- 3.5 Confidentiality of candidate records must be maintained at all times. Unless the candidate marks "yes" on the GED US Demographic Form, his or her score or personal information cannot be released to the facility. The person from the facility who is requesting the information must provide the candidate's name, Social Security number and date of birth. The candidate record information cannot be provided to any other business or person without written permission from the candidate.

¹ In accordance with the Texas Instructions for Administering GED 2002 section 5.1 2006 Contract.

4 Testing Fees

- 4.1 Austin Community College District will be reimbursed for testing at the rate listed in sub- section 4.3 of the contract.
- 4.2 All fees are subject to change with thirty days (30) written notice before effective date of the change. The facility will be billed for all services provided, by the fifteenth of the following month of service.
- 4.3 Breakdown of fees to be charged are listed below:
 - a. If the fee is paid in full:
 - \$100.00 per candidate total GED Testing Fee valid for a period of one year.
 - b. If the fee is paid in increments:
 1. \$40.00 GEDTS/TEA fee for new candidates
 2. \$12.00 per test per candidate for the first year of testing
 3. \$20.00 per test per candidate who has not completed testing within one year
 4. \$20.00 retest fee for all GED Tests
 5. \$15.00 transfer fee²
 6. \$150.00 Damaged Test Booklet Fee
 7. \$90.00 GED Examiner charge per session plus \$.550 per mile round trip
 8. \$60.00 Proctor Charge per session plus \$.550 per mile round trip
- 4.4 Amendments to this contract by either party must be submitted in writing thirty days before the effective date of the changes or additions.
- 4.5 The GED Examiner and GED Proctor are contracted by Austin Community College District and all payment for services provided to these staff will be paid by the college. All Austin Community College District GED Testing staff undergoes a full background check as part of their hiring process. GED Examiners and GED Proctors will be approved and hired by the Testing Provider. No one other than appointed and approved Examiners or Proctors can administer GED examinations at the facility.

5 GED Testing Center Contact Information

Address: Austin Community College District
GED Testing Center
5930 Middle Fiskville Road, Room 106
Austin, Texas 78752-4341

Phone: 512-223-7726
Fax: 512-223-7734

² Assessed to any candidate who tested at any GED Testing Center other than Austin Community College District

6 Definition of Terms in this Contract

Listed below is the definition of terms so that both parties can fully understand the terms referred to in this contract.

Candidate	Individual who registers for a Test and engages in taking a Test.
GED Examiner	Staff member provided by Austin Community College District GED Testing Center to administer the GED Test.
GED Proctor	Staff member provided by Austin Community College District GED Testing Center to assist in the administration of the GED Test.
GEDTS	General Educational Development Testing Service, Washington, DC Publishes the Official GED Documents Candidate Record Cards, Test Answer sheets, Demographic Sheets, and any Test booklets.
Official GED Record	Document with GED scores from the Texas Education Agency.
Test Room	Room used for GED Testing only during the period set aside for said Testing.
TEA	Texas Education Agency is the governing body for GED Testing in the State of Texas.
Transfer Candidate	Candidate who has not tested at Austin Community College District GED Testing Center at any time or has not tested since January 1, 2002.

7 Texas Law to Apply

This contract shall be construed under and in accordance with the laws of the State of Texas.

8 Prior Contract Superseded

This contract constitutes the sole and only contract of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter of this contract.

9 Certification of Basic Contract

Austin Community College District GED Testing Center and Literacy Council of Williamson County – Williamson County Jail, a Correctional Facility have each duly executed this contract as of the date indicated in the first paragraph of this contract.

RECEIVING PARTY

Williamson County Juvenile Service
Juvenile Justice Center
1821 South East Inner Loop, Suite 2
Georgetown, Texas 78626-6357

By: Authorized Signature

Title

Date Signed

By: Authorized Signature

Title

Date Signed

PERFORMING PARTY

Austin Community College District
GED Testing Center, Room 106
5930 Middle Fiskville Road
Austin, Texas 78752


Michiel D. Davis

By: Authorized Signature

Director of CE Testing Services

Title

October 1, 2009

Date Signed

Kirk White


By: Authorized Signature

Interim Executive Dean Continuing Education

Title

October 1, 2009

Date Signed

US 183 @ FM 3405 Intersection Improvements Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: HNTB
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of November 19, 2009 at 2:00pm in the Purchasing Department to receive bids for US 183 @ FM 3405 Intersection Improvements, Bid # 10WC805.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 10/21/2009 04:14 PM
Final Approval Date: 10/22/2009

Business 79 Drainage Improvements Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: HNTB
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of November 19, 2009 at 3:00pm in the Purchasing Department to receive bids for Business 79 Drainage Improvements, Bid # 09WC712.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 10/21/2009 04:17 PM
Final Approval Date: 10/22/2009

Demolition of Metal Building at Intersection of CR 101 and US 79 Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of November 19, 2009 at 11:00am in the Purchasing Department to receive bids for the Demolition of Metal Building in the right of way (ROW) at Intersection of CR 101 and US 79, Bid # 10WC804.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 10/21/2009 04:20 PM
Final Approval Date: 10/22/2009

Bid # 09WC722, RM 2338 Phase 2
Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: HNTB
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding alternate bids received for Bid # 09WC722, RM 2338 Phase 2, Ronald Reagan Blvd to FM 3405, to the lowest and best bidder meeting specifications- FT Woods Construction Services, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Recommendation and Bid Analysis](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 10/22/2009 08:40 AM
Final Approval Date: 10/22/2009

October 21, 2009

Williamson County Purchasing Department
301 S.E. Inner Loop, Suite 106
Georgetown, Texas 78626



Attention: Jonathan Harris
Assistant Purchasing Agent

Re: Williamson County Pass Through Financing
RM 2338 Phase 2
Williamson County Project No. 09WC722
Recommendation of Contractor Award

Dear Mr. Harris,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and found to be correct. The bid proposals for the project included an alternate bid for betterment improvements to the Chisholm Trail Special Utility District (CTSUD) waterline. The CTSUD Board approved the betterment improvements at their October 15, 2009 Board meeting. Per the Interlocal Agreement between the County and CTSUD, CTSUD will reimburse the County for 100% of the betterment costs (\$384,758.00). The alternate bids are therefore accepted as submitted, with FT Woods Construction Services, Inc. being the low bidder. Following is a summary of the bid totals:

1. FT Woods Construction Services	\$ 7,328,758.00
2. Joe Bland Construction	\$ 8,227,806.60
3. Capital Excavation	\$ 8,814,013.41
4. Dan Williams Company	\$ 9,288,906.85
5. Cash Construction	\$ 9,500,784.00
6. RGM Constructors	\$ 9,503,178.68
7. JC Evans Construction	\$ 9,762,523.26
8. Austin Bridge & Road	\$ 10,076,073.88
9. Hunter Industries	\$ 11,992,488.82

The Contractor's low bid is \$3,736,410.64 under the Engineer's estimated cost of construction. This represents an approximate 35% savings to the County.

In addition to meeting the bid qualifications subject to being low bidder, FT Woods Construction successfully completed the CR 424 Bridge Replacement project under the Williamson County Road Bond Program. FT Woods Construction has also been recommended highly by all contacted references. We therefore concur with the recommendation of the Design Engineer, Steger Bizzell, for award of the RM 2338 Phase 2 construction contract to FT Woods Construction Services, Inc in the contract amount of \$7,328,758.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



James D. Klotz, P.E.

VIA E-MAIL ONLY

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation

Cc: Judge Gattis, Williamson County Judge
Commissioner Birkman, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Morrison, Williamson County, Pct. 4
Bob Daigh, Williamson County
Joe England, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation
Mark Jones, TxDOT
Perry Steger, Steger Bizzell
Project File



October 19, 2009

Mr. James Klotz, P.E.
HNTB Corporation
14 Galloping Road
Round Rock, Texas 78681

RE: RM 2338 Phase II
Williamson County Project No. 09WC722
TxDOT CSJ: 2211-01-023
S&B Job No. 20863

Dear Mr. Klotz:

On Wednesday, September 30, 2009, bids were received for this project. Nine contractors submitted bids ranging from \$6,944,000.00 to \$11,352,521.92. Bids with alternate items for an upgrade to the Chisholm Trail SUD water line relocation ranged from \$7,328,758.00 to \$11,992,488.82.

Chisholm Trail SUD has requested that the upgraded line be constructed, and will pay the difference.

The low bidder for both base and alternate bids is FTWOODS Construction of Georgetown, Texas. I have reviewed their bid documents and find them to be in order. Therefore, I recommend that the Court award the construction contract with alternate bid items to FTWOODS Construction.

I have attached a copy of the bid tabulation for your review.

If you have any questions, please call me at 512-930-9412.

Sincerely,

A handwritten signature in black ink, appearing to read 'Perry C. Steger', is written over a horizontal line.

Perry C. Steger, P.E.

PCS/brl
Enclosure

L:\PROJECTS 2006\20863 RM 2338 (Wm Co) (2007)\DOCUMENTS\BIDDING PHASE\RM 2338 Recommendation of Award.doc

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626	PHONE 512.930.9412	FA X 512.930.9416	WEB STEBERBIZZELL.COM
MEMBER AASHTO, AWWA, NSPE, TRWA, TSPS	SERVICES >> ENGINEERS >> PLANNERS >> SURVEYORS		

Base Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
FT WOODS CONSTRUCTION	\$ 6,944,000.00	1	\$ (3,736,410.64)	-35.0%	-	-
JOE BLAND CONSTRUCTION	\$ 7,922,568.10	2	\$ (2,757,842.54)	-25.8%	\$ 978,568.10	14.1%
CAPITAL EXCAVATION	\$ 8,491,514.00	3	\$ (2,188,896.64)	-20.5%	\$ 1,547,514.00	22.3%
DAN WILLIAMS COMPANY	\$ 8,828,714.85	4	\$ (1,851,695.79)	-17.3%	\$ 1,884,714.85	27.1%
RGM CONSTRUCTORS	\$ 8,880,474.68	5	\$ (1,799,935.96)	-16.9%	\$ 1,936,474.68	27.9%
CASH CONSTRUCTION	\$ 9,063,406.00	6	\$ (1,617,004.64)	-15.1%	\$ 2,119,406.00	30.5%
JC EVANS CONSTRUCTION	\$ 9,425,215.26	7	\$ (1,255,195.38)	-11.8%	\$ 2,481,215.26	35.7%
AUSTIN BRIDGE & ROAD	\$ 9,693,919.88	8	\$ (986,490.76)	-9.2%	\$ 2,749,919.88	39.6%
HUNTER INDUSTRIES	\$ 11,352,521.92	9	\$ 672,111.28	6.3%	\$ 4,408,521.92	63.5%

Alternate Bid Comparison

Bidder	Alternate Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
FT WOODS CONSTRUCTION	\$7,328,758.00	1	(\$3,813,122.64)	-34.2%	-	-
JOE BLAND CONSTRUCTION	\$8,227,806.60	2	(\$2,914,074.04)	-26.2%	\$ 899,048.60	12.3%
CAPITAL EXCAVATION	\$8,814,013.41	3	(\$2,327,867.23)	-20.9%	\$ 1,485,255.41	20.3%
DAN WILLIAMS COMPANY	\$9,288,906.85	4	(\$1,852,973.79)	-16.6%	\$ 1,960,148.85	26.7%
CASH CONSTRUCTION	\$9,500,784.00	5	(\$1,641,096.64)	-14.7%	\$ 2,172,026.00	29.6%
RGM CONSTRUCTORS	\$9,503,178.68	6	(\$1,638,701.96)	-14.7%	\$ 2,174,420.68	29.7%
JC EVANS CONSTRUCTION	\$9,762,523.26	7	(\$1,379,357.38)	-12.4%	\$ 2,433,765.26	33.2%
AUSTIN BRIDGE & ROAD	\$10,076,073.88	8	(\$1,065,806.76)	-9.6%	\$ 2,747,315.88	37.5%
HUNTER INDUSTRIES	\$11,992,488.82	9	\$850,608.18	7.6%	\$ 4,663,730.82	63.6%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		FT WOODS CONSTRUCTION		JOE BLAND CONSTRUCTION		CAPITAL EXCAVATION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2002	PREPARING ROW	195	STA	\$1,315.18	\$256,460.10	\$158.00	\$30,810.00	\$208.21	\$40,600.95	\$300.00	\$58,500.00
2	104-2009	REMOVING CONC (RIPRAP)	4500	SY	\$6.15	\$27,675.00	\$2.00	\$9,000.00	\$2.84	\$12,780.00	\$5.00	\$22,500.00
3	110-2001	EXCAVATION (ROADWAY)	130849	CY	\$5.30	\$693,499.70	\$2.40	\$314,037.60	\$5.50	\$719,669.50	\$5.00	\$654,245.00
4	132-2003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	48019	CY	\$7.77	\$373,107.63	\$1.90	\$91,236.10	\$5.12	\$245,857.28	\$2.50	\$120,047.50
5	160-2003	FURNISHING AND PLACING TOPSOIL (4")	135289	SY	\$1.08	\$146,112.12	\$0.30	\$40,586.70	\$0.62	\$83,879.18	\$0.50	\$67,644.50
6	160-2008	FURNISHING AND PLACING TOPSOIL (12")	14475	SY	\$3.24	\$46,899.00	\$0.85	\$12,303.75	\$1.88	\$27,213.00	\$2.00	\$28,950.00
7	164-2035	DRILL SEEDING (PERM) (RURAL) (CLAY)	149764	SY	\$0.08	\$11,981.12	\$0.05	\$7,488.20	\$0.12	\$17,971.68	\$0.05	\$7,488.20
8	164-2041	DRILL SEEDING (TEMP) (WARM)	37441	SY	\$0.12	\$4,492.92	\$0.05	\$1,872.05	\$0.12	\$4,492.92	\$0.05	\$1,872.05
9	164-2043	DRILL SEEDING (TEMP) (COOL)	37441	SY	\$0.12	\$4,492.92	\$0.05	\$1,872.05	\$0.12	\$4,492.92	\$0.05	\$1,872.05
10	168-2001	VEGETATIVE WATERING	3744	MG	\$15.93	\$59,641.92	\$12.00	\$44,928.00	\$14.69	\$54,999.36	\$10.00	\$37,440.00
11	169-2006	SOIL RETENTION BLANKETS (CL 2) (TY F)	2865	SY	\$0.86	\$2,463.90	\$0.75	\$2,148.75	\$1.10	\$3,151.50	\$1.00	\$2,865.00
12	169-2008	SOIL RETENTION BLANKETS (CL 2) (TY H)	10754	SY	\$8.00	\$86,032.00	\$3.00	\$32,262.00	\$4.98	\$53,554.92	\$3.00	\$32,262.00
13	247-2044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	51599	CY	\$21.66	\$1,117,634.34	\$14.25	\$735,285.75	\$15.45	\$797,204.55	\$19.00	\$980,381.00
14	310-2005	PRIME COAT (MC-30 OR AE-P)	35024	GAL	\$3.17	\$111,026.08	\$3.04	\$106,472.96	\$3.15	\$110,325.60	\$3.00	\$105,072.00
15	316-2008	ASPH (HFRS-2P)	1311	GAL	\$2.62	\$3,434.82	\$3.25	\$4,260.75	\$3.30	\$4,326.30	\$3.40	\$4,457.40
16	316-2416	AGGR (TY-D GR-4)	39	CY	\$46.99	\$1,832.61	\$78.00	\$3,042.00	\$83.40	\$3,252.60	\$85.00	\$3,315.00
17	340-2004	D-GR HMA(METH) TY-A PG64-22	4852	TON	\$48.45	\$235,079.40	\$40.00	\$194,080.00	\$41.25	\$200,145.00	\$42.00	\$203,784.00
18	341-2011	D-GR HMA(QCQA) TY-B PG64-22	28530	TON	\$31.36	\$894,700.80	\$40.00	\$1,141,200.00	\$41.25	\$1,176,862.50	\$42.00	\$1,198,260.00
19	341-2048	D-GR HMA(QCQA) TY-C SAC-B PG70-22	19040	TON	\$48.01	\$914,110.40	\$46.00	\$875,840.00	\$47.96	\$913,158.40	\$48.00	\$913,920.00
20	341-2050	D-GR HMA(QCQA) TY-C PG70-22	18215	TON	\$69.87	\$1,272,682.05	\$46.00	\$837,890.00	\$49.00	\$892,535.00	\$48.00	\$874,320.00
21	354-2021	PLANE ASPH CONC PAV(0" TO 2")	924	SY	\$1.45	\$1,339.80	\$7.50	\$6,930.00	\$1.57	\$1,450.68	\$7.00	\$6,468.00
22	403-2001	TEMPORARY SPL SHORING	646	SF	\$11.79	\$7,616.34	\$2.00	\$1,292.00	\$9.44	\$6,098.24	\$5.00	\$3,230.00
23	416-2029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	32	LF	\$99.13	\$3,172.16	\$162.00	\$5,184.00	\$162.64	\$5,204.48	\$160.00	\$5,120.00
24	432-2002	RIPRAP (CONC)(5IN)	251	CY	\$255.93	\$64,238.43	\$80.00	\$20,080.00	\$205.99	\$51,703.49	\$220.00	\$55,220.00
25	432-2040	RIPRAP (MOW STRIP)(5 IN)	195	CY	\$300.98	\$58,691.10	\$74.00	\$14,430.00	\$220.23	\$42,944.85	\$300.00	\$58,500.00
26	432-2041	RIPRAP (STONE COMMON)(DRY)(18 IN)	1096	CY	\$88.84	\$97,368.64	\$52.00	\$56,992.00	\$57.59	\$63,118.64	\$70.00	\$76,720.00
27	460-2003	CMP (GAL STL 18 IN)	2522	LF	\$63.00	\$158,886.00	\$20.00	\$50,440.00	\$36.89	\$93,036.58	\$31.00	\$78,182.00
28	460-2004	CMP (GAL STL 24 IN)	590	LF	\$27.91	\$16,466.90	\$24.00	\$14,160.00	\$43.09	\$25,423.10	\$35.00	\$20,650.00
29	460-2015	CMP AR (GAL STL DES 3)	88	LF	\$50.00	\$4,400.00	\$26.00	\$2,288.00	\$49.43	\$4,349.84	\$37.00	\$3,256.00
30	460-2016	CMP AR (GAL STL DES 4)	514	LF	\$60.00	\$30,840.00	\$31.00	\$15,934.00	\$54.09	\$27,802.26	\$42.00	\$21,588.00
31	462-2008	CONC BOX CULV (5 FT X 4FT)	250	LF	\$200.00	\$50,000.00	\$124.00	\$31,000.00	\$135.08	\$33,770.00	\$200.00	\$50,000.00
32	462-2011	CONC BOX CULV (6 FT X 4FT)	351.2	LF	\$300.00	\$105,360.00	\$142.00	\$49,870.40	\$153.97	\$54,074.26	\$250.00	\$87,800.00
33	462-2015	CONC BOX CULV (7 FT X 4FT)	120	LF	\$400.00	\$48,000.00	\$166.00	\$19,920.00	\$179.21	\$21,505.20	\$220.00	\$26,400.00
34	462-2019	CONC BOX CULV (8 FT X 4FT)	177	LF	\$450.00	\$79,650.00	\$198.00	\$35,046.00	\$204.56	\$36,207.12	\$250.00	\$44,250.00
35	462-2024	CONC BOX CULV (9 FT X 5FT)	658.25	LF	\$500.00	\$329,125.00	\$241.00	\$158,638.25	\$247.35	\$162,818.14	\$300.00	\$197,475.00
36	462-2025	CONC BOX CULV (9 FT X 6FT)	339	LF	\$600.00	\$203,400.00	\$264.00	\$89,496.00	\$261.00	\$88,479.00	\$350.00	\$118,650.00
37	464-2024	RC PIPE (CL IV)(30 IN)	348	LF	\$66.88	\$23,274.24	\$35.00	\$12,180.00	\$46.50	\$16,182.00	\$50.00	\$17,400.00
38	465-2003	INLET (COMPL)(TY H)	4	EA	\$1,628.57	\$6,514.28	\$2,215.00	\$8,860.00	\$3,273.86	\$13,095.44	\$3,000.00	\$12,000.00
39	466-2035	WINGWALL (FW-S)(HW=5 FT)	2	EA	\$8,000.00	\$16,000.00	\$3,900.00	\$7,800.00	\$2,815.00	\$5,630.00	\$2,000.00	\$4,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		FT WOODS CONSTRUCTION		JOE BLAND CONSTRUCTION		CAPITAL EXCAVATION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
40	466-2036	WINGWALL (FW-S)(HW=6 FT)	1	EA	\$9,000.00	\$9,000.00	\$4,700.00	\$4,700.00	\$4,500.50	\$4,500.50	\$2,300.00	\$2,300.00
41	466-2038	WINGWALL (FW-S)(HW=8 FT)	1	EA	\$11,000.00	\$11,000.00	\$8,900.00	\$8,900.00	\$11,693.00	\$11,693.00	\$14,000.00	\$14,000.00
42	466-2049	WINGWALL (PW)(HW=5 FT)	3	EA	\$5,700.00	\$17,100.00	\$7,800.00	\$23,400.00	\$5,997.03	\$17,991.09	\$5,000.00	\$15,000.00
43	466-2097	HEADWALL (CH - FW - 30) (DIA= 30 IN)	1	EA	\$4,000.00	\$4,000.00	\$4,100.00	\$4,100.00	\$3,837.97	\$3,837.97	\$5,000.00	\$5,000.00
44	467-2121	SET (TY I)(S= 6 FT)(HW= 5 FT)(4:1)(C)	3	EA	\$4,500.00	\$13,500.00	\$5,100.00	\$15,300.00	\$3,481.55	\$10,444.65	\$3,000.00	\$9,000.00
45	467-2131	SET (TY I)(S= 8 FT)(HW= 5 FT)(4:1)(C)	3	EA	\$6,000.00	\$18,000.00	\$5,800.00	\$17,400.00	\$3,783.75	\$11,351.25	\$3,100.00	\$9,300.00
46	467-2138	SET (TY I)(S= 9 FT)(HW= 8 FT)(4:1)(C)	8	EA	\$8,000.00	\$64,000.00	\$10,000.00	\$80,000.00	\$5,002.78	\$40,022.24	\$5,000.00	\$40,000.00
47	467-2184	SET (TY I)(S= 5 FT)(HW= 5 FT)(6:1)(P)	2	EA	\$7,000.00	\$14,000.00	\$11,000.00	\$22,000.00	\$5,311.41	\$10,622.82	\$9,000.00	\$18,000.00
48	467-2301	SET (TY II)(18 IN)(CMP)(6:1)(P)	76	EA	\$800.00	\$60,800.00	\$170.00	\$12,920.00	\$807.02	\$61,333.52	\$700.00	\$53,200.00
49	467-2303	SET (TY II)(24 IN)(CMP)(6:1)(P)	25	EA	\$900.00	\$22,500.00	\$193.00	\$4,825.00	\$918.18	\$22,954.50	\$900.00	\$22,500.00
50	467-2337	SET (TY II)(DES 3)(CMP)(6:1)(P)	4	EA	\$1,200.00	\$4,800.00	\$348.00	\$1,392.00	\$1,274.38	\$5,097.52	\$1,200.00	\$4,800.00
51	467-2338	SET (TY II)(DES 4)(CMP)(6:1)(P)	10	EA	\$2,000.00	\$20,000.00	\$498.00	\$4,980.00	\$1,496.78	\$14,967.80	\$1,400.00	\$14,000.00
52	467-2376	SET (TY I) (30 IN) (4:1) (C)	3	EA	\$3,000.00	\$9,000.00	\$1,650.00	\$4,950.00	\$1,673.25	\$5,019.75	\$1,200.00	\$3,600.00
53	496-2016	REMOV STR (PIPE)	38	EA	\$300.00	\$11,400.00	\$196.00	\$7,448.00	\$188.15	\$7,149.70	\$100.00	\$3,800.00
54	500-2001	MOBILIZATION	1	LS	\$857,083.15	\$857,083.15	\$261,200.54	\$261,200.54	\$201,000.00	\$201,000.00	\$460,000.00	\$460,000.00
55	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	\$2,682.79	\$48,290.22	\$2,800.00	\$50,400.00	\$4,290.47	\$77,228.46	\$7,000.00	\$126,000.00
56	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	1260	LF	\$17.72	\$22,327.20	\$12.00	\$15,120.00	\$18.36	\$23,133.60	\$10.00	\$12,600.00
57	506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	540	LF	\$44.67	\$24,121.80	\$14.00	\$7,560.00	\$25.71	\$13,883.40	\$22.00	\$11,880.00
58	506-2009	ROCK FILTER DAMS (REMOVE)	1560	LF	\$7.16	\$11,169.60	\$2.50	\$3,900.00	\$10.23	\$15,958.80	\$6.00	\$9,360.00
59	506-2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	240	SY	\$10.76	\$2,582.40	\$5.00	\$1,200.00	\$10.23	\$2,455.20	\$5.00	\$1,200.00
60	506-2019	CONSTRUCTION EXITS (REMOVE)	240	SY	\$5.14	\$1,233.60	\$2.00	\$480.00	\$6.03	\$1,447.20	\$4.00	\$960.00
61	506-2034	TEMPORARY SEDIMENT CONTROL FENCE	16416	LF	\$2.09	\$34,309.44	\$1.00	\$16,416.00	\$1.73	\$28,399.68	\$1.50	\$24,624.00
62	512-2011	PORT CTB (DES SOURCE)(SAFETY SH)(TY 2)	1290	LF	\$8.17	\$10,539.30	\$2.00	\$2,580.00	\$7.09	\$9,146.10	\$7.00	\$9,030.00
63	512-2017	PORT CTB (DES SOURCE)(LOW PROF)(TY 1)	1280	LF	\$9.54	\$12,211.20	\$2.00	\$2,560.00	\$7.57	\$9,689.60	\$8.00	\$10,240.00
64	512-2018	PORT CTB (DES SOURCE)(LOW PROF)(TY 2)	80	LF	\$10.85	\$868.00	\$2.00	\$160.00	\$8.97	\$717.60	\$8.00	\$640.00
65	512-2020	PORT CTB (MOVE)(SAFETY SH)(TY 2)	1320	LF	\$4.77	\$6,296.40	\$1.20	\$1,584.00	\$6.60	\$8,712.00	\$3.00	\$3,960.00
66	512-2029	PORT CTB (STKPL)(SAFETY SH)(TY 2)	1290	LF	\$7.65	\$9,868.50	\$2.00	\$2,580.00	\$7.09	\$9,146.10	\$7.00	\$9,030.00
67	512-2035	PORT CTB (STKPL)(LOW PROF)(TY 1)	1280	LF	\$7.64	\$9,779.20	\$2.00	\$2,560.00	\$7.57	\$9,689.60	\$7.00	\$8,960.00
68	512-2036	PORT CTB (STKPL)(LOW PROF)(TY 2)	80	LF	\$7.79	\$623.20	\$2.00	\$160.00	\$8.97	\$717.60	\$7.00	\$560.00
69	529-2066	CONC CURB (RIBBON)(MOD)	224	LF	\$13.62	\$3,050.88	\$7.25	\$1,624.00	\$11.26	\$2,522.24	\$10.00	\$2,240.00
70	530-2010	DRIVEWAYS (CONC)	407	SY	\$38.13	\$15,518.91	\$27.00	\$10,989.00	\$41.55	\$16,910.85	\$55.00	\$22,385.00
71	530-2011	DRIVEWAYS (ACP)	2736	SY	\$38.36	\$104,952.96	\$11.00	\$30,096.00	\$14.66	\$40,109.76	\$25.00	\$68,400.00
72	540-2001	MTL W-BEAM GD FEN (TIM POST)	1837.5	LF	\$16.22	\$29,804.25	\$15.00	\$27,562.50	\$17.79	\$32,689.13	\$18.00	\$33,075.00
73	540-2002	MTL W-BEAM GD FEN (STEEL POST)	200	LF	\$19.90	\$3,980.00	\$23.00	\$4,600.00	\$39.35	\$7,870.00	\$25.00	\$5,000.00
74	540-2005	TERMINAL ANCHOR SECTION	9	EA	\$463.22	\$4,168.98	\$330.00	\$2,970.00	\$435.45	\$3,919.05	\$315.00	\$2,835.00
75	540-2025	TERMINAL ANCHOR SECTION (DRWY) (SPCL)	1	EA	\$487.71	\$487.71	\$382.00	\$382.00	\$414.46	\$414.46	\$365.00	\$365.00
76	542-2001	REMOVING METAL BEAM GUARD FENCE	1975	LF	\$1.54	\$3,041.50	\$1.00	\$1,975.00	\$2.05	\$4,048.75	\$1.00	\$1,975.00
77	542-2002	REMOVING TERMINAL ANCHOR SECTION	19	EA	\$96.54	\$1,834.26	\$104.00	\$1,976.00	\$104.93	\$1,993.67	\$100.00	\$1,900.00
78	544-2001	GUARDRAIL END TREATMENT (INSTALL)	8	EA	\$2,211.76	\$17,694.08	\$1,880.00	\$15,040.00	\$2,124.78	\$16,998.24	\$1,900.00	\$15,200.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		FT WOODS CONSTRUCTION		JOE BLAND CONSTRUCTION		CAPITAL EXCAVATION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
79	545-2001	CRASH CUSH ATTEN (INSTL)	10	EA	\$8,495.85	\$84,958.50	\$12,000.00	\$120,000.00	\$1,888.69	\$18,886.90	\$5,900.00	\$59,000.00
80	545-2002	CRASH CUSH ATTEN (MOVE & RESET)	4	EA	\$2,991.84	\$11,967.36	\$2,300.00	\$9,200.00	\$2,413.33	\$9,653.32	\$2,300.00	\$9,200.00
81	545-2003	CRASH CUSH ATTEN (REMOVE)	10	EA	\$891.95	\$8,919.50	\$682.00	\$6,820.00	\$1,049.27	\$10,492.70	\$800.00	\$8,000.00
82	560-2004	MAILBOX INSTALL-S (WC-POST) TY 3 FND	17	EA	\$163.05	\$2,771.85	\$125.00	\$2,125.00	\$125.91	\$2,140.47	\$120.00	\$2,040.00
83	560-2005	MAILBOX INSTALL-D (WC-POST) TY 3 FND	1	EA	\$175.25	\$175.25	\$167.00	\$167.00	\$167.88	\$167.88	\$160.00	\$160.00
84	610-2024	INS RD IL AM (TY SA) 40T-10 (.25 KW)S	4	EA	\$2,362.19	\$9,448.76	\$2,098.00	\$8,392.00	\$2,098.54	\$8,394.16	\$2,000.00	\$8,000.00
85	618-2018	CONDT (PVC) (SCHD 40) (2")	1365	LF	\$5.49	\$7,493.85	\$4.00	\$5,460.00	\$4.20	\$5,733.00	\$4.00	\$5,460.00
86	618-2022	CONDT (PVC) (SCHD 40) (3")	1790	LF	\$10.20	\$18,258.00	\$6.30	\$11,277.00	\$6.30	\$11,277.00	\$6.00	\$10,740.00
87	620-2011	ELEC CONDR (NO. 8) BARE	690	LF	\$0.98	\$676.20	\$0.85	\$586.50	\$0.84	\$579.60	\$1.00	\$690.00
88	620-2012	ELEC CONDR (NO. 8) INSULATED	1380	LF	\$1.01	\$1,393.80	\$0.94	\$1,297.20	\$1.94	\$2,677.20	\$1.00	\$1,380.00
89	624-2012	GROUND BOX TY C (162911) W/APRON	6	EA	\$787.17	\$4,723.02	\$682.00	\$4,092.00	\$786.95	\$4,721.70	\$750.00	\$4,500.00
90	624-2014	GROUND BOX TY D (162922) W/APRON	2	EA	\$760.76	\$1,521.52	\$786.00	\$1,572.00	\$891.88	\$1,783.76	\$850.00	\$1,700.00
91	628-2172	ELC SRV TY D 120/240 060 (NS)SS(E)SP(0	2	EA	\$3,791.67	\$7,583.34	\$3,986.00	\$7,972.00	\$3,987.23	\$7,974.46	\$3,800.00	\$7,600.00
92	644-2001	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	30	EA	\$355.68	\$10,670.40	\$367.00	\$11,010.00	\$372.49	\$11,174.70	\$350.00	\$10,500.00
93	644-2004	INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	21	EA	\$473.93	\$9,952.53	\$419.00	\$8,799.00	\$461.68	\$9,695.28	\$410.00	\$8,610.00
94	644-2006	INS SM RD SN SUP&AM TY 10BWG(1) SA(U)	2	EA	\$553.40	\$1,106.80	\$493.00	\$986.00	\$493.16	\$986.32	\$500.00	\$1,000.00
95	644-2027	INS SM RD SN SUP&AM TY S80(1) SA(U)	10	EA	\$582.05	\$5,820.50	\$550.00	\$5,500.00	\$613.82	\$6,138.20	\$550.00	\$5,500.00
96	644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	7	EA	\$343.01	\$2,401.07	\$309.00	\$2,163.00	\$407.12	\$2,849.84	\$300.00	\$2,100.00
97	644-2058	RELOCATE SM RD SN SUP & AM TY S80	2	EA	\$225.00	\$450.00	\$309.00	\$618.00	\$519.39	\$1,038.78	\$300.00	\$600.00
98	658-2240	INSTL DEL ASSM (D-SW)SZ 1(F LX)GF2	34	EA	\$47.45	\$1,613.30	\$25.00	\$850.00	\$25.18	\$856.12	\$45.00	\$1,530.00
99	658-2314	INSTL OM ASSM (OM-2X)(WC) GND	26	EA	\$58.00	\$1,508.00	\$33.00	\$858.00	\$33.58	\$873.08	\$50.00	\$1,300.00
100	662-2004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	81698	LF	\$0.22	\$17,973.56	\$0.20	\$16,339.60	\$0.17	\$13,888.66	\$0.20	\$16,339.60
101	662-2012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	1283	LF	\$0.39	\$500.37	\$0.35	\$449.05	\$0.37	\$474.71	\$0.40	\$513.20
102	662-2016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	256	LF	\$2.48	\$634.88	\$4.20	\$1,075.20	\$4.56	\$1,167.36	\$4.00	\$1,024.00
103	662-2032	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	83694	LF	\$0.22	\$18,412.68	\$0.15	\$12,554.10	\$0.17	\$14,227.98	\$0.20	\$16,738.80
104	662-2039	WK ZN PAV MRK NON-REMOV (Y) 24" (SLD)	916	LF	\$2.11	\$1,932.76	\$4.20	\$3,847.20	\$4.51	\$4,131.16	\$4.00	\$3,664.00
105	662-2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	4102	LF	\$0.55	\$2,256.10	\$0.50	\$2,051.00	\$0.49	\$2,009.98	\$0.75	\$3,076.50
106	662-2075	WK ZN PAV MRK REMOV (W) 8" (SLD)	294	LF	\$0.96	\$282.24	\$1.05	\$308.70	\$1.05	\$308.70	\$1.50	\$441.00
107	662-2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	5167	LF	\$0.53	\$2,738.51	\$0.50	\$2,583.50	\$0.49	\$2,531.83	\$0.75	\$3,875.25
108	662-2106	WK ZN PAV MRK REMOV (Y) 24" (SLD)	332	LF	\$6.42	\$2,131.44	\$5.25	\$1,743.00	\$6.82	\$2,264.24	\$5.00	\$1,660.00
109	662-2113	WK ZN PAV MRK SHT TERM (TAB) TY W	3259	EA	\$0.70	\$2,281.30	\$0.25	\$814.75	\$2.10	\$6,843.90	\$1.00	\$3,259.00
110	662-2115	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	4339	EA	\$0.87	\$3,774.93	\$0.25	\$1,084.75	\$2.10	\$9,111.90	\$1.00	\$4,339.00
111	666-2002	REFL PAV MRK TY I (W) 4" (BRK)(090MIL)	8680	LF	\$0.28	\$2,430.40	\$0.25	\$2,170.00	\$0.22	\$1,909.60	\$0.25	\$2,170.00
112	666-2011	REFL PAV MRK TY I (W) 4" (SLD)(090MIL)	39925	LF	\$0.25	\$9,981.25	\$0.25	\$9,981.25	\$0.22	\$8,783.50	\$0.25	\$9,981.25
113	666-2035	REFL PAV MRK TY I (W) 8" (SLD)(090MIL)	2716	LF	\$0.57	\$1,548.12	\$0.50	\$1,358.00	\$0.44	\$1,195.04	\$0.60	\$1,629.60
114	666-2047	REFL PAV MRK TY I (W) 24" (SLD)(090MIL)	182	LF	\$4.52	\$822.64	\$5.00	\$910.00	\$4.98	\$906.36	\$6.00	\$1,092.00
115	666-2053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	40	EA	\$76.58	\$3,063.20	\$94.00	\$3,760.00	\$94.43	\$3,777.20	\$90.00	\$3,600.00
116	666-2095	REFL PAV MRK TY I (W) (WORD) (090MIL)	8	EA	\$95.72	\$765.76	\$115.00	\$920.00	\$152.14	\$1,217.12	\$110.00	\$880.00
117	666-2104	REFL PAV MRK TY I (Y) 4" (BRK)(090MIL)	7300	LF	\$0.29	\$2,117.00	\$0.25	\$1,825.00	\$0.23	\$1,679.00	\$0.30	\$2,190.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		FT WOODS CONSTRUCTION		JOE BLAND CONSTRUCTION		CAPITAL EXCAVATION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
118	666-2110	REFL PAV MRK TY I (Y) 4" (SLD)(090MIL)	42672	LF	\$0.28	\$11,948.16	\$0.25	\$10,668.00	\$0.23	\$9,814.56	\$0.30	\$12,801.60
119	666-2131	REFL PAV MRK TY I (Y) 24" (SLD)(090MIL)	1640	LF	\$4.31	\$7,068.40	\$5.00	\$8,200.00	\$4.77	\$7,822.80	\$5.00	\$8,200.00
120	666-2142	REF PAV MRK TY II (W) 4" (BRK)	8680	LF	\$0.16	\$1,388.80	\$0.10	\$868.00	\$0.09	\$781.20	\$0.20	\$1,736.00
121	666-2145	REF PAV MRK TY II (W) 4" (SLD)	39925	LF	\$0.13	\$5,190.25	\$0.10	\$3,992.50	\$0.09	\$3,593.25	\$0.20	\$7,985.00
122	666-2153	REF PAV MRK TY II (W) 8" (SLD)	2716	LF	\$0.33	\$896.28	\$0.25	\$679.00	\$0.21	\$570.36	\$0.30	\$814.80
123	666-2157	REF PAV MRK TY II (W) 24" (SLD)	182	LF	\$2.45	\$445.90	\$2.00	\$364.00	\$1.78	\$323.96	\$3.00	\$546.00
124	666-2160	REF PAV MRK TY II (W) (ARROW)	40	EA	\$36.54	\$1,461.60	\$32.00	\$1,280.00	\$31.48	\$1,259.20	\$60.00	\$2,400.00
125	666-2173	REF PAV MRK TY II (W) (WORD)	8	EA	\$20.30	\$162.40	\$32.00	\$256.00	\$31.48	\$251.84	\$90.00	\$720.00
126	666-2176	REF PAV MRK TY II (Y) 4" (BRK)	7300	LF	\$0.17	\$1,241.00	\$0.10	\$730.00	\$0.09	\$657.00	\$0.20	\$1,460.00
127	666-2178	REF PAV MRK TY II (Y) 4" (SLD)	42672	LF	\$0.13	\$5,547.36	\$0.10	\$4,267.20	\$0.09	\$3,840.48	\$0.20	\$8,534.40
128	666-2185	REF PAV MRK TY II (Y) 24" (SLD)	1640	LF	\$2.14	\$3,509.60	\$1.85	\$3,034.00	\$1.84	\$3,017.60	\$3.00	\$4,920.00
129	672-2012	REFL PAV MRKR TY I-C	662	EA	\$2.85	\$1,886.70	\$3.00	\$1,986.00	\$2.78	\$1,840.36	\$4.00	\$2,648.00
130	672-2015	REFL PAV MRKR TY II-A-A	1337	EA	\$3.02	\$4,037.74	\$3.00	\$4,011.00	\$2.78	\$3,716.86	\$4.00	\$5,348.00
131	672-2017	REFL PAV MRKR TY II-C-R	45	EA	\$2.88	\$129.60	\$3.00	\$135.00	\$2.78	\$125.10	\$4.00	\$180.00
132	677-2001	ELIM EXT PAV MRK & MRKS (4")	62649	LF	\$0.53	\$33,203.97	\$0.50	\$31,324.50	\$0.51	\$31,950.99	\$0.50	\$31,324.50
133	677-2008	ELIM EXT PAV MRK & MRKS (ARROW)	1	EA	\$48.24	\$48.24	\$90.00	\$90.00	\$89.19	\$89.19	\$80.00	\$80.00
134	677-2018	ELIM EXT PAV MRK & MRKS (WORD)	1	EA	\$49.49	\$49.49	\$90.00	\$90.00	\$89.19	\$89.19	\$110.00	\$110.00
135	509S-1	Trench Safety Systems	9103	LF	\$2.50	\$22,757.50	\$1.00	\$9,103.00	\$1.05	\$9,558.15	\$0.70	\$6,372.10
136	510-AW	2" PVC Water Pipe Sch 80	188	LF	\$25.00	\$4,700.00	\$18.00	\$3,384.00	\$8.39	\$1,577.32	\$10.00	\$1,880.00
137	510-AW	6" PVC Water Pipe (C-900 DR14), incl. Tracer Wire	16	LF	\$34.00	\$544.00	\$22.00	\$352.00	\$26.23	\$419.68	\$20.00	\$320.00
138	510-AW	6" D.I. Water Pipe (Class 350 C151)	26	LF	\$40.00	\$1,040.00	\$30.00	\$780.00	\$27.62	\$718.12	\$23.00	\$598.00
139	510-AW	8" PVC Water Pipe (C-900 DR14), incl. Tracer Wire	1495	LF	\$40.00	\$59,800.00	\$28.00	\$41,860.00	\$16.59	\$24,802.05	\$30.00	\$44,850.00
140	505S-B	12" Steel Encasement Pipe min. 1/4" thick (open cut)	45	LF	\$35.00	\$1,575.00	\$41.00	\$1,845.00	\$33.64	\$1,513.80	\$32.00	\$1,440.00
141	505S-B	12" Steel Encasement Pipe min. 1/4" thick (bore)	104	LF	\$250.00	\$26,000.00	\$145.00	\$15,080.00	\$172.11	\$17,899.44	\$170.00	\$17,680.00
142	505S-B	18" Steel Encasement Pipe min. 1/4" thick (open cut)	113	LF	\$80.00	\$9,040.00	\$68.00	\$7,684.00	\$53.74	\$6,072.62	\$54.00	\$6,102.00
143	501S	18" Steel Encasement Pipe min. 1/4" thick (bore)	207	LF	\$320.00	\$66,240.00	\$151.00	\$31,257.00	\$164.78	\$34,109.46	\$260.00	\$53,820.00
144	505S-A	6" Concrete Trench Cap (open cut)	235	LF	\$25.00	\$5,875.00	\$9.00	\$2,115.00	\$22.56	\$5,301.60	\$24.00	\$5,640.00
145	510-A-6"Dia RW	D.I. Restraints for 6" Water Pipe	42	LF	\$10.00	\$420.00	\$6.00	\$252.00	\$29.21	\$1,226.82	\$5.00	\$210.00
146	510-A-8"Dia RW	D.I. Restraints for 8" Water Pipe	604	LF	\$15.00	\$9,060.00	\$6.50	\$3,926.00	\$30.44	\$18,385.76	\$7.00	\$4,228.00
147	510-KW	2" PVC Fittings	4	EA	\$15.00	\$60.00	\$6.50	\$26.00	\$26.23	\$104.92	\$74.00	\$296.00
148	510-KW	6" D.I. Fittings	2	EA	\$500.00	\$1,000.00	\$150.00	\$300.00	\$152.15	\$304.30	\$350.00	\$700.00
149	510-KW	8" D.I. Fittings	18	EA	\$1,000.00	\$18,000.00	\$247.00	\$4,446.00	\$206.94	\$3,724.92	\$500.00	\$9,000.00
150	510-KW	14" D.I. Fittings	5	EA	\$1,200.00	\$6,000.00	\$692.00	\$3,460.00	\$163.06	\$815.30	\$800.00	\$4,000.00
151	510-BW	Reconnect Existing Water Service	16	EA	\$2,000.00	\$32,000.00	\$1,279.00	\$20,464.00	\$867.13	\$13,874.08	\$1,000.00	\$16,000.00
152	510-IW	Wet Connection (8" or less)	7	EA	\$1,000.00	\$7,000.00	\$814.00	\$5,698.00	\$611.58	\$4,281.06	\$3,000.00	\$21,000.00
153	510-IW	Wet Connection (12" or greater)	5	EA	\$2,500.00	\$12,500.00	\$1,350.00	\$6,750.00	\$732.87	\$3,664.35	\$3,000.00	\$15,000.00
154	511S-B	Fire Hydrant Assembly	2	EA	\$4,000.00	\$8,000.00	\$1,900.00	\$3,800.00	\$4,449.26	\$8,898.52	\$2,000.00	\$4,000.00
155	511S-A	6" Gate Valve (Resilient Seat)	3	EA	\$1,200.00	\$3,600.00	\$700.00	\$2,100.00	\$1,487.33	\$4,461.99	\$900.00	\$2,700.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		FT WOODS CONSTRUCTION		JOE BLAND CONSTRUCTION		CAPITAL EXCAVATION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
156	511S-A	8" Gate Valve (Resilient Seat)	6	EA	\$1,600.00	\$9,600.00	\$990.00	\$5,940.00	\$1,452.29	\$8,713.74	\$1,174.00	\$7,044.00
157	511S-G	Comb. Air/Vacuum Release Valve (4") Complete in place	1	EA	\$6,000.00	\$6,000.00	\$5,625.00	\$5,625.00	\$5,728.13	\$5,728.13	\$4,252.00	\$4,252.00
158	340	Asphalt Pavement Repair	74	SY	\$38.00	\$2,812.00	\$106.00	\$7,844.00	\$34.49	\$2,552.26	\$36.00	\$2,664.00
159	360	Concrete Pavement Repair	199	SY	\$50.00	\$9,950.00	\$95.00	\$18,905.00	\$44.09	\$8,773.91	\$50.00	\$9,950.00
160	210	Flexible Base Surfacing Repair (6" Depth)	16	CY	\$25.00	\$400.00	\$27.00	\$432.00	\$56.70	\$907.20	\$30.00	\$480.00
161	642	Silt Fence	7756	LF	\$2.50	\$19,390.00	\$1.00	\$7,756.00	\$1.73	\$13,417.88	\$1.25	\$9,695.00
162	604	Grass Seeding & Top Soil (3")	15891	SY	\$1.50	\$23,836.50	\$0.70	\$11,123.70	\$1.05	\$16,685.55	\$1.60	\$25,425.60
163	610	Tree Protection Fence	567	LF	\$8.00	\$4,536.00	\$1.85	\$1,048.95	\$2.05	\$1,162.35	\$2.03	\$1,151.01
164	639	Rock Filter Dam	125	LF	\$14.00	\$1,750.00	\$11.00	\$1,375.00	\$18.36	\$2,295.00	\$9.90	\$1,237.50
165	510-AW	16" PVC Water Pipe (C-905 DR18), incl. Tracer Wire	8109	LF	\$60.00	\$486,540.00	\$48.00	\$389,232.00	\$35.17	\$285,193.53	\$46.81	\$379,582.29
166	505S-B	30" Steel Encasement Pipe min. 7/16" thick (open cut)	152	LF	\$160.00	\$24,320.00	\$137.00	\$20,824.00	\$144.81	\$22,011.12	\$128.21	\$19,487.92
167	510-A-16"Dia RW	D.I. Restraints for 16" Water Pipe	1675	LF	\$50.00	\$83,750.00	\$18.00	\$30,150.00	\$38.16	\$63,918.00	\$17.18	\$28,776.50
168	510-KW	16" D.I. Fittings	51	EA	\$1,700.00	\$86,700.00	\$950.00	\$48,450.00	\$966.11	\$49,271.61	\$917.15	\$46,774.65
169	510-KW	24" D.I. Fittings	1	EA	\$3,500.00	\$3,500.00	\$4,695.00	\$4,695.00	\$2,987.28	\$2,987.28	\$2,645.73	\$2,645.73
170	511S-A	16" Gate Valve (Resilient Seat)	8	EA	\$7,000.00	\$56,000.00	\$4,700.00	\$37,600.00	\$5,949.57	\$47,596.56	\$4,554.17	\$36,433.36
171	501S	30" Steel Encasement Pipe min. 7/16" thick (bore)	270	LF	\$500.00	\$135,000.00	\$270.00	\$72,900.00	\$282.96	\$76,399.20	\$432.58	\$116,796.60
172	511S-A	16"x2" Service Saddle, Reducer, 2" Corp. Stop, w/ std. Riser Box	1	EA	\$1,000.00	\$1,000.00	\$1,425.00	\$1,425.00	\$1,436.15	\$1,436.15	\$770.62	\$770.62
173	511S-E	Flushing Assembly (2")	2	EA	\$1,100.00	\$2,200.00	\$1,675.00	\$3,350.00	\$1,191.92	\$2,383.84	\$1,797.96	\$3,595.92
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS					\$10,680,410.64		\$6,944,000.00		\$7,922,568.10		\$8,491,514.00	
ACTUAL BASE BID PROPOSAL					\$10,680,410.64		\$6,944,000.00		\$7,922,568.10		\$8,491,514.00	
ADJUSTMENT DIFFERENCE							\$0.00		\$0.00		\$0.00	
Acknowledgement of Addenda:												
Addendum No. 1							Yes		Yes		Yes	
Addendum No. 2							Yes		Yes		Yes	
Bid Bond & Insurance							Yes		Yes		Yes	
Conflict of Interest Statement							Yes		Yes		Yes	
References (Mimimum of three)							Yes		Yes		Yes	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		FT WOODS CONSTRUCTION		JOE BLAND CONSTRUCTION		CAPITAL EXCAVATION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
ALTERNATE BID ITEMS (Items 165 through 173 are DELETED and REPLACED by Items 1A through 13A. Alternate bid total is the sum of Items 1 through 164 and Items 1A through 13A.)												
1A	510-AW	16" PVC Water Pipe (C-905 DR18), incl. Tracer Wire	2163	LF	\$60.00	\$129,780.00	\$47.00	\$101,661.00	\$35.17	\$76,072.71	\$51.00	\$110,313.00
2A	505S-B	30" Steel Encasement Pipe min. 7/16" thick (open cut)	40	LF	\$160.00	\$6,400.00	\$137.00	\$5,480.00	\$125.56	\$5,022.40	\$140.00	\$5,600.00
3A	10-A-16"Dia RW	D.I. Restraints for 16" Water Pipe	365	LF	\$50.00	\$18,250.00	\$19.00	\$6,935.00	\$38.16	\$13,928.40	\$20.00	\$7,300.00
4A	510-KW	16" D.I. Fittings	15	EA	\$1,700.00	\$25,500.00	\$1,125.00	\$16,875.00	\$901.32	\$13,519.80	\$1,000.00	\$15,000.00
5A	510-KW	24" D.I. Fittings	37	EA	\$3,500.00	\$129,500.00	\$1,900.00	\$70,300.00	\$3,415.61	\$126,377.57	\$2,000.00	\$74,000.00
6A	511S-A	16" Gate Valve (Resilient Seat)	3	EA	\$7,000.00	\$21,000.00	\$5,025.00	\$15,075.00	\$5,949.57	\$17,848.71	\$4,000.00	\$12,000.00
7A	510-AW	24" D.I. Water Pipe (Class 250 C151)	5940	LF	\$109.00	\$647,460.00	\$95.00	\$564,300.00	\$61.72	\$366,616.80	\$80.00	\$475,200.00
8A	505S-B	42" Steel Encasement Pipe min. (1/2" thick) (open cut)	112	LF	\$220.00	\$24,640.00	\$226.50	\$25,368.00	\$190.36	\$21,320.32	\$200.00	\$22,400.00
9A	501S	42" Steel Encasement Pipe min. (1/2" thick) (bore)	270	LF	\$595.00	\$160,650.00	\$393.00	\$106,110.00	\$384.35	\$103,774.50	\$600.00	\$162,000.00
10A	510-A-24" Dia RW	D.I. Restraints for 24" Water Pipe	1310	LF	\$100.00	\$131,000.00	\$38.00	\$49,780.00	\$51.93	\$68,028.30	\$15.00	\$19,650.00
11A	511S-A	24"x2" Service Saddle, 2" Corp. Stop, w/ std. Riser Box	1	EA	\$1,000.00	\$1,000.00	\$1,575.00	\$1,575.00	\$1,588.29	\$1,588.29	\$900.00	\$900.00
12A	511S-A	24" Butterfly Valve	5	EA	\$8,500.00	\$42,500.00	\$5,215.00	\$26,075.00	\$6,003.09	\$30,015.45	\$9,000.00	\$45,000.00
13A	511S-E	Flushing Assembly (4")	2	EA	\$1,400.00	\$2,800.00	\$1,925.00	\$3,850.00	\$6,161.27	\$12,322.54	\$4,000.00	\$8,000.00
TOTAL COST OF ALTERNATE BID ADJUSTED FOR CORRECTNESS						\$11,141,880.64	\$7,328,758.00		\$8,227,806.60		\$8,814,013.41	
ACTUAL ALTERNATE BID PROPOSAL						\$11,141,880.64	\$7,328,758.00		\$8,227,806.60		\$8,814,013.41	
ADJUSTMENT DIFFERENCE						\$0.00	\$0.00		\$0.00		\$0.00	
COST DIFFERENCE BETWEEN BASE AND ALTERNATE BIDS (CTSUD'S UPGRADE COST)						\$461,470.00	\$384,758.00		\$305,238.50		\$322,499.41	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	DAN WILLIAMS COMPANY		RGM CONSTRUCTORS		CASH CONSTRUCTION		JC EVANS CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2002	PREPARING ROW	195	STA	\$500.00	\$97,500.00	\$485.00	\$94,575.00	\$700.00	\$136,500.00	\$3,050.00	\$594,750.00
2	104-2009	REMOVING CONC (RIPRAP)	4500	SY	\$5.00	\$22,500.00	\$8.00	\$36,000.00	\$6.00	\$27,000.00	\$2.30	\$10,350.00
3	110-2001	EXCAVATION (ROADWAY)	130849	CY	\$5.00	\$654,245.00	\$5.50	\$719,669.50	\$5.50	\$719,669.50	\$4.25	\$556,108.25
4	132-2003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	48019	CY	\$5.00	\$240,095.00	\$2.50	\$120,047.50	\$2.00	\$96,038.00	\$1.00	\$48,019.00
5	160-2003	FURNISHING AND PLACING TOPSOIL (4")	135289	SY	\$0.70	\$94,702.30	\$0.40	\$54,115.60	\$1.00	\$135,289.00	\$0.15	\$20,293.35
6	160-2008	FURNISHING AND PLACING TOPSOIL (12")	14475	SY	\$1.40	\$20,265.00	\$1.15	\$16,646.25	\$3.00	\$43,425.00	\$0.25	\$3,618.75
7	164-2035	DRILL SEEDING (PERM) (RURAL) (CLAY)	149764	SY	\$0.05	\$7,488.20	\$0.06	\$8,985.84	\$0.10	\$14,976.40	\$0.10	\$14,976.40
8	164-2041	DRILL SEEDING (TEMP) (WARM)	37441	SY	\$0.05	\$1,872.05	\$0.05	\$1,872.05	\$0.12	\$4,492.92	\$0.09	\$3,369.69
9	164-2043	DRILL SEEDING (TEMP) (COOL)	37441	SY	\$0.05	\$1,872.05	\$0.05	\$1,872.05	\$0.12	\$4,492.92	\$0.09	\$3,369.69
10	168-2001	VEGETATIVE WATERING	3744	MG	\$19.00	\$71,136.00	\$10.50	\$39,312.00	\$20.00	\$74,880.00	\$12.00	\$44,928.00
11	169-2006	SOIL RETENTION BLANKETS (CL 2) (TY F)	2865	SY	\$1.00	\$2,865.00	\$1.45	\$4,154.25	\$1.30	\$3,724.50	\$1.15	\$3,294.75
12	169-2008	SOIL RETENTION BLANKETS (CL 2) (TY H)	10754	SY	\$4.50	\$48,393.00	\$5.00	\$53,770.00	\$5.00	\$53,770.00	\$1.30	\$13,980.20
13	247-2044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	51599	CY	\$20.00	\$1,031,980.00	\$16.25	\$838,483.75	\$24.00	\$1,238,376.00	\$19.00	\$980,381.00
14	310-2005	PRIME COAT (MC-30 OR AE-P)	35024	GAL	\$3.10	\$108,574.40	\$3.15	\$110,325.60	\$3.00	\$105,072.00	\$2.95	\$103,320.80
15	316-2008	ASPH (HFRS-2P)	1311	GAL	\$3.40	\$4,457.40	\$3.50	\$4,588.50	\$3.30	\$4,326.30	\$3.30	\$4,326.30
16	316-2416	AGGR (TY-D GR-4)	39	CY	\$85.00	\$3,315.00	\$88.00	\$3,432.00	\$72.00	\$2,808.00	\$83.00	\$3,237.00
17	340-2004	D-GR HMA(METH) TY-A PG64-22	4852	TON	\$43.00	\$208,636.00	\$46.00	\$223,192.00	\$44.00	\$213,488.00	\$41.00	\$198,932.00
18	341-2011	D-GR HMA(QCQA) TY-B PG64-22	28530	TON	\$43.00	\$1,226,790.00	\$44.00	\$1,255,320.00	\$43.00	\$1,226,790.00	\$41.00	\$1,169,730.00
19	341-2048	D-GR HMA(QCQA) TY-C SAC-B PG70-22	19040	TON	\$49.00	\$932,960.00	\$50.00	\$952,000.00	\$47.00	\$894,880.00	\$47.00	\$894,880.00
20	341-2050	D-GR HMA(QCQA) TY-C PG70-22	18215	TON	\$49.00	\$892,535.00	\$50.00	\$910,750.00	\$47.00	\$856,105.00	\$47.00	\$856,105.00
21	354-2021	PLANE ASPH CONC PAV(0" TO 2")	924	SY	\$14.00	\$12,936.00	\$15.00	\$13,860.00	\$4.00	\$3,696.00	\$4.50	\$4,158.00
22	403-2001	TEMPORARY SPL SHORING	646	SF	\$30.00	\$19,380.00	\$18.00	\$11,628.00	\$15.00	\$9,690.00	\$16.00	\$10,336.00
23	416-2029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	32	LF	\$160.00	\$5,120.00	\$200.00	\$6,400.00	\$150.00	\$4,800.00	\$180.00	\$5,760.00
24	432-2002	RIPRAP (CONC)(5IN)	251	CY	\$210.00	\$52,710.00	\$300.00	\$75,300.00	\$290.00	\$72,790.00	\$222.00	\$55,722.00
25	432-2040	RIPRAP (MOW STRIP)(5 IN)	195	CY	\$320.00	\$62,400.00	\$320.00	\$62,400.00	\$330.00	\$64,350.00	\$389.00	\$75,855.00
26	432-2041	RIPRAP (STONE COMMON)(DRY)(18 IN)	1096	CY	\$70.00	\$76,720.00	\$77.00	\$84,392.00	\$50.00	\$54,800.00	\$20.00	\$21,920.00
27	460-2003	CMP (GAL STL 18 IN)	2522	LF	\$27.00	\$68,094.00	\$28.00	\$70,616.00	\$33.00	\$83,226.00	\$40.00	\$100,880.00
28	460-2004	CMP (GAL STL 24 IN)	590	LF	\$30.00	\$17,700.00	\$32.00	\$18,880.00	\$40.00	\$23,600.00	\$47.00	\$27,730.00
29	460-2015	CMP AR (GAL STL DES 3)	88	LF	\$32.00	\$2,816.00	\$40.00	\$3,520.00	\$40.00	\$3,520.00	\$47.00	\$4,136.00
30	460-2016	CMP AR (GAL STL DES 4)	514	LF	\$37.00	\$19,018.00	\$50.00	\$25,700.00	\$46.00	\$23,644.00	\$54.00	\$27,756.00
31	462-2008	CONC BOX CULV (5 FT X 4FT)	250	LF	\$220.00	\$55,000.00	\$165.00	\$41,250.00	\$145.00	\$36,250.00	\$250.00	\$62,500.00
32	462-2011	CONC BOX CULV (6 FT X 4FT)	351.2	LF	\$290.00	\$101,848.00	\$215.00	\$75,508.00	\$175.00	\$61,460.00	\$290.00	\$101,848.00
33	462-2015	CONC BOX CULV (7 FT X 4FT)	120	LF	\$380.00	\$45,600.00	\$190.00	\$22,800.00	\$220.00	\$26,400.00	\$305.00	\$36,600.00
34	462-2019	CONC BOX CULV (8 FT X 4FT)	177	LF	\$390.00	\$69,030.00	\$220.00	\$38,940.00	\$260.00	\$46,020.00	\$335.00	\$59,295.00
35	462-2024	CONC BOX CULV (9 FT X 5FT)	658.25	LF	\$400.00	\$263,300.00	\$250.00	\$164,562.50	\$300.00	\$197,475.00	\$359.00	\$236,311.75
36	462-2025	CONC BOX CULV (9 FT X 6FT)	339	LF	\$410.00	\$138,990.00	\$310.00	\$105,090.00	\$320.00	\$108,480.00	\$394.00	\$133,566.00
37	464-2024	RC PIPE (CL IV)(30 IN)	348	LF	\$50.00	\$17,400.00	\$42.00	\$14,616.00	\$45.00	\$15,660.00	\$82.00	\$28,536.00
38	465-2003	INLET (COMPL)(TY H)	4	EA	\$2,800.00	\$11,200.00	\$3,500.00	\$14,000.00	\$2,700.00	\$10,800.00	\$2,800.00	\$11,200.00
39	466-2035	WINGWALL (FW-S)(HW=5 FT)	2	EA	\$2,300.00	\$4,600.00	\$6,500.00	\$13,000.00	\$5,000.00	\$10,000.00	\$4,803.00	\$9,606.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	DAN WILLIAMS COMPANY		RGM CONSTRUCTORS		CASH CONSTRUCTION		JC EVANS CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
40	466-2036	WINGWALL (FW-S)(HW=6 FT)	1	EA	\$1,900.00	\$1,900.00	\$14,000.00	\$14,000.00	\$7,000.00	\$7,000.00	\$4,490.00	\$4,490.00
41	466-2038	WINGWALL (FW-S)(HW=8 FT)	1	EA	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$21,630.00	\$21,630.00
42	466-2049	WINGWALL (PW)(HW=5 FT)	3	EA	\$5,300.00	\$15,900.00	\$9,000.00	\$27,000.00	\$8,000.00	\$24,000.00	\$6,138.00	\$18,414.00
43	466-2097	HEADWALL (CH - FW - 30) (DIA= 30 IN)	1	EA	\$6,200.00	\$6,200.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$3,617.00	\$3,617.00
44	467-2121	SET (TY I)(S= 6 FT)(HW= 5 FT)(4:1)(C)	3	EA	\$3,400.00	\$10,200.00	\$6,000.00	\$18,000.00	\$8,000.00	\$24,000.00	\$6,653.00	\$19,959.00
45	467-2131	SET (TY I)(S= 8 FT)(HW= 5 FT)(4:1)(C)	3	EA	\$3,600.00	\$10,800.00	\$5,500.00	\$16,500.00	\$8,000.00	\$24,000.00	\$6,745.00	\$20,235.00
46	467-2138	SET (TY I)(S= 9 FT)(HW= 8 FT)(4:1)(C)	8	EA	\$6,700.00	\$53,600.00	\$9,500.00	\$76,000.00	\$14,000.00	\$112,000.00	\$11,146.00	\$89,168.00
47	467-2184	SET (TY I)(S= 5 FT)(HW= 5 FT)(6:1)(P)	2	EA	\$6,800.00	\$13,600.00	\$8,000.00	\$16,000.00	\$13,000.00	\$26,000.00	\$10,684.00	\$21,368.00
48	467-2301	SET (TY II)(18 IN)(CMP)(6:1)(P)	76	EA	\$700.00	\$53,200.00	\$600.00	\$45,600.00	\$1,400.00	\$106,400.00	\$807.00	\$61,332.00
49	467-2303	SET (TY II)(24 IN)(CMP)(6:1)(P)	25	EA	\$900.00	\$22,500.00	\$725.00	\$18,125.00	\$1,900.00	\$47,500.00	\$947.00	\$23,675.00
50	467-2337	SET (TY II)(DES 3)(CMP)(6:1)(P)	4	EA	\$800.00	\$3,200.00	\$1,100.00	\$4,400.00	\$2,000.00	\$8,000.00	\$1,176.00	\$4,704.00
51	467-2338	SET (TY II)(DES 4)(CMP)(6:1)(P)	10	EA	\$1,500.00	\$15,000.00	\$1,500.00	\$15,000.00	\$3,000.00	\$30,000.00	\$1,410.00	\$14,100.00
52	467-2376	SET (TY I) (30 IN) (4:1) (C)	3	EA	\$5,300.00	\$15,900.00	\$3,600.00	\$10,800.00	\$3,200.00	\$9,600.00	\$1,610.00	\$4,830.00
53	496-2016	REMOV STR (PIPE)	38	EA	\$350.00	\$13,300.00	\$525.00	\$19,950.00	\$600.00	\$22,800.00	\$185.00	\$7,030.00
54	500-2001	MOBILIZATION	1	LS	\$250,000.00	\$250,000.00	\$621,000.00	\$621,000.00	\$194,000.66	\$194,000.66	\$910,000.00	\$910,000.00
55	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	\$5,500.00	\$99,000.00	\$9,000.00	\$162,000.00	\$4,000.00	\$72,000.00	\$1,000.00	\$18,000.00
56	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	1260	LF	\$14.00	\$17,640.00	\$18.00	\$22,680.00	\$15.00	\$18,900.00	\$20.00	\$25,200.00
57	506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	540	LF	\$23.00	\$12,420.00	\$25.00	\$13,500.00	\$17.00	\$9,180.00	\$20.00	\$10,800.00
58	506-2009	ROCK FILTER DAMS (REMOVE)	1560	LF	\$7.50	\$11,700.00	\$7.00	\$10,920.00	\$2.00	\$3,120.00	\$5.00	\$7,800.00
59	506-2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	240	SY	\$7.00	\$1,680.00	\$8.00	\$1,920.00	\$6.00	\$1,440.00	\$10.00	\$2,400.00
60	506-2019	CONSTRUCTION EXITS (REMOVE)	240	SY	\$4.00	\$960.00	\$5.00	\$1,200.00	\$2.00	\$480.00	\$5.00	\$1,200.00
61	506-2034	TEMPORARY SEDIMENT CONTROL FENCE	16416	LF	\$2.75	\$45,144.00	\$2.10	\$34,473.60	\$2.00	\$32,832.00	\$2.25	\$36,936.00
62	512-2011	PORT CTB (DES SOURCE)(SAFETY SH)(TY 2)	1290	LF	\$8.00	\$10,320.00	\$12.00	\$15,480.00	\$6.00	\$7,740.00	\$6.00	\$7,740.00
63	512-2017	PORT CTB (DES SOURCE)(LOW PROF)(TY 1)	1280	LF	\$8.00	\$10,240.00	\$10.00	\$12,800.00	\$6.00	\$7,680.00	\$6.00	\$7,680.00
64	512-2018	PORT CTB (DES SOURCE)(LOW PROF)(TY 2)	80	LF	\$8.00	\$640.00	\$35.00	\$2,800.00	\$6.00	\$480.00	\$6.00	\$480.00
65	512-2020	PORT CTB (MOVE)(SAFETY SH)(TY 2)	1320	LF	\$6.00	\$7,920.00	\$10.00	\$13,200.00	\$5.00	\$6,600.00	\$5.00	\$6,600.00
66	512-2029	PORT CTB (STKPL)(SAFETY SH)(TY 2)	1290	LF	\$5.00	\$6,450.00	\$9.00	\$11,610.00	\$6.00	\$7,740.00	\$6.00	\$7,740.00
67	512-2035	PORT CTB (STKPL)(LOW PROF)(TY 1)	1280	LF	\$5.00	\$6,400.00	\$8.00	\$10,240.00	\$6.00	\$7,680.00	\$6.00	\$7,680.00
68	512-2036	PORT CTB (STKPL)(LOW PROF)(TY 2)	80	LF	\$5.00	\$400.00	\$35.00	\$2,800.00	\$6.00	\$480.00	\$6.00	\$480.00
69	529-2066	CONC CURB (RIBBON)(MOD)	224	LF	\$13.00	\$2,912.00	\$16.00	\$3,584.00	\$11.00	\$2,464.00	\$7.00	\$1,568.00
70	530-2010	DRIVEWAYS (CONC)	407	SY	\$50.00	\$20,350.00	\$50.00	\$20,350.00	\$55.00	\$22,385.00	\$55.15	\$22,446.05
71	530-2011	DRIVEWAYS (ACP)	2736	SY	\$16.00	\$43,776.00	\$18.00	\$49,248.00	\$25.00	\$68,400.00	\$7.00	\$19,152.00
72	540-2001	MTL W-BEAM GD FEN (TIM POST)	1837.5	LF	\$18.00	\$33,075.00	\$18.00	\$33,075.00	\$18.00	\$33,075.00	\$18.00	\$33,075.00
73	540-2002	MTL W-BEAM GD FEN (STEEL POST)	200	LF	\$26.00	\$5,200.00	\$42.00	\$8,400.00	\$28.00	\$5,600.00	\$20.00	\$4,000.00
74	540-2005	TERMINAL ANCHOR SECTION	9	EA	\$320.00	\$2,880.00	\$450.00	\$4,050.00	\$350.00	\$3,150.00	\$450.00	\$4,050.00
75	540-2025	TERMINAL ANCHOR SECTION (DRWY) (SPCL)	1	EA	\$370.00	\$370.00	\$425.00	\$425.00	\$450.00	\$450.00	\$475.00	\$475.00
76	542-2001	REMOVING METAL BEAM GUARD FENCE	1975	LF	\$1.50	\$2,962.50	\$2.25	\$4,443.75	\$2.00	\$3,950.00	\$5.00	\$9,875.00
77	542-2002	REMOVING TERMINAL ANCHOR SECTION	19	EA	\$120.00	\$2,280.00	\$115.00	\$2,185.00	\$300.00	\$5,700.00	\$150.00	\$2,850.00
78	544-2001	GUARDRAIL END TREATMENT (INSTALL)	8	EA	\$1,900.00	\$15,200.00	\$2,200.00	\$17,600.00	\$2,000.00	\$16,000.00	\$2,500.00	\$20,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	DAN WILLIAMS COMPANY		RGM CONSTRUCTORS		CASH CONSTRUCTION		JC EVANS CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
79	545-2001	CRASH CUSH ATTEN (INSTL)	10	EA	\$6,000.00	\$60,000.00	\$6,500.00	\$65,000.00	\$13,000.00	\$130,000.00	\$5,000.00	\$50,000.00
80	545-2002	CRASH CUSH ATTEN (MOVE & RESET)	4	EA	\$2,400.00	\$9,600.00	\$2,500.00	\$10,000.00	\$2,000.00	\$8,000.00	\$1,800.00	\$7,200.00
81	545-2003	CRASH CUSH ATTEN (REMOVE)	10	EA	\$800.00	\$8,000.00	\$900.00	\$9,000.00	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00
82	560-2004	MAILBOX INSTALL-S (WC-POST) TY 3 FND	17	EA	\$130.00	\$2,210.00	\$210.00	\$3,570.00	\$150.00	\$2,550.00	\$150.00	\$2,550.00
83	560-2005	MAILBOX INSTALL-D (WC-POST) TY 3 FND	1	EA	\$170.00	\$170.00	\$425.00	\$425.00	\$400.00	\$400.00	\$150.00	\$150.00
84	610-2024	INS RD IL AM (TY SA) 40T-10 (.25 KW)S	4	EA	\$2,100.00	\$8,400.00	\$2,100.00	\$8,400.00	\$2,000.00	\$8,000.00	\$3,200.00	\$12,800.00
85	618-2018	CONDT (PVC) (SCHD 40) (2")	1365	LF	\$4.50	\$6,142.50	\$4.25	\$5,801.25	\$4.00	\$5,460.00	\$6.30	\$8,599.50
86	618-2022	CONDT (PVC) (SCHD 40) (3")	1790	LF	\$6.50	\$11,635.00	\$6.40	\$11,456.00	\$6.00	\$10,740.00	\$7.30	\$13,067.00
87	620-2011	ELEC CONDR (NO. 8) BARE	690	LF	\$0.90	\$621.00	\$0.85	\$586.50	\$0.80	\$552.00	\$1.50	\$1,035.00
88	620-2012	ELEC CONDR (NO. 8) INSULATED	1380	LF	\$1.00	\$1,380.00	\$0.95	\$1,311.00	\$0.90	\$1,242.00	\$1.75	\$2,415.00
89	624-2012	GROUND BOX TY C (162911) W/APRON	6	EA	\$800.00	\$4,800.00	\$800.00	\$4,800.00	\$750.00	\$4,500.00	\$700.00	\$4,200.00
90	624-2014	GROUND BOX TY D (162922) W/APRON	2	EA	\$900.00	\$1,800.00	\$900.00	\$1,800.00	\$850.00	\$1,700.00	\$800.00	\$1,600.00
91	628-2172	ELC SRV TY D 120/240 060 (NS)SS(E)SP(0	2	EA	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$5,700.00	\$11,400.00
92	644-2001	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	30	EA	\$360.00	\$10,800.00	\$375.00	\$11,250.00	\$350.00	\$10,500.00	\$365.00	\$10,950.00
93	644-2004	INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	21	EA	\$450.00	\$9,450.00	\$425.00	\$8,925.00	\$400.00	\$8,400.00	\$545.00	\$11,445.00
94	644-2006	INS SM RD SN SUP&AM TY 10BWG(1) SA(U)	2	EA	\$480.00	\$960.00	\$525.00	\$1,050.00	\$500.00	\$1,000.00	\$367.00	\$734.00
95	644-2027	INS SM RD SN SUP&AM TY S80(1) SA(U)	10	EA	\$600.00	\$6,000.00	\$550.00	\$5,500.00	\$525.00	\$5,250.00	\$925.00	\$9,250.00
96	644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	7	EA	\$400.00	\$2,800.00	\$315.00	\$2,205.00	\$300.00	\$2,100.00	\$350.00	\$2,450.00
97	644-2058	RELOCATE SM RD SN SUP & AM TY S80	2	EA	\$500.00	\$1,000.00	\$315.00	\$630.00	\$300.00	\$600.00	\$175.00	\$350.00
98	658-2240	INSTL DEL ASSM (D-SW)SZ 1(F LX)GF2	34	EA	\$25.00	\$850.00	\$50.00	\$1,700.00	\$45.00	\$1,530.00	\$10.50	\$357.00
99	658-2314	INSTL OM ASSM (OM-2X)(WC) GND	26	EA	\$33.00	\$858.00	\$58.00	\$1,508.00	\$50.00	\$1,300.00	\$33.00	\$858.00
100	662-2004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	81698	LF	\$0.16	\$13,071.68	\$0.20	\$16,339.60	\$0.20	\$16,339.60	\$0.18	\$14,705.64
101	662-2012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	1283	LF	\$0.35	\$449.05	\$0.42	\$538.86	\$0.40	\$513.20	\$0.26	\$333.58
102	662-2016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	256	LF	\$4.40	\$1,126.40	\$4.25	\$1,088.00	\$4.00	\$1,024.00	\$3.50	\$896.00
103	662-2032	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	83694	LF	\$0.16	\$13,391.04	\$0.20	\$16,738.80	\$0.20	\$16,738.80	\$0.19	\$15,901.86
104	662-2039	WK ZN PAV MRK NON-REMOV (Y) 24" (SLD)	916	LF	\$4.40	\$4,030.40	\$4.25	\$3,893.00	\$4.00	\$3,664.00	\$3.75	\$3,435.00
105	662-2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	4102	LF	\$0.47	\$1,927.94	\$0.80	\$3,281.60	\$0.70	\$2,871.40	\$0.70	\$2,871.40
106	662-2075	WK ZN PAV MRK REMOV (W) 8" (SLD)	294	LF	\$1.00	\$294.00	\$1.65	\$485.10	\$1.50	\$441.00	\$0.26	\$76.44
107	662-2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	5167	LF	\$0.47	\$2,428.49	\$0.80	\$4,133.60	\$0.70	\$3,616.90	\$0.70	\$3,616.90
108	662-2106	WK ZN PAV MRK REMOV (Y) 24" (SLD)	332	LF	\$6.60	\$2,191.20	\$5.25	\$1,743.00	\$5.00	\$1,660.00	\$2.75	\$913.00
109	662-2113	WK ZN PAV MRK SHT TERM (TAB) TY W	3259	EA	\$1.00	\$3,259.00	\$1.00	\$3,259.00	\$1.00	\$3,259.00	\$0.50	\$1,629.50
110	662-2115	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	4339	EA	\$1.00	\$4,339.00	\$1.00	\$4,339.00	\$1.00	\$4,339.00	\$0.50	\$2,169.50
111	666-2002	REFL PAV MRK TY I (W) 4" (BRK)(090MIL)	8680	LF	\$0.21	\$1,822.80	\$0.29	\$2,517.20	\$0.20	\$1,736.00	\$0.30	\$2,604.00
112	666-2011	REFL PAV MRK TY I (W) 4" (SLD)(090MIL)	39925	LF	\$0.21	\$8,384.25	\$0.29	\$11,578.25	\$0.20	\$7,985.00	\$0.30	\$11,977.50
113	666-2035	REFL PAV MRK TY I (W) 8" (SLD)(090MIL)	2716	LF	\$0.42	\$1,140.72	\$0.58	\$1,575.28	\$0.50	\$1,358.00	\$0.45	\$1,222.20
114	666-2047	REFL PAV MRK TY I (W) 24" (SLD)(090MIL)	182	LF	\$4.80	\$873.60	\$5.75	\$1,046.50	\$5.00	\$910.00	\$4.50	\$819.00
115	666-2053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	40	EA	\$95.00	\$3,800.00	\$100.00	\$4,000.00	\$90.00	\$3,600.00	\$135.00	\$5,400.00
116	666-2095	REFL PAV MRK TY I (W) (WORD) (090MIL)	8	EA	\$150.00	\$1,200.00	\$125.00	\$1,000.00	\$100.00	\$800.00	\$175.00	\$1,400.00
117	666-2104	REFL PAV MRK TY I (Y) 4" (BRK)(090MIL)	7300	LF	\$0.22	\$1,606.00	\$0.31	\$2,263.00	\$0.30	\$2,190.00	\$0.33	\$2,409.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	DAN WILLIAMS COMPANY		RGM CONSTRUCTORS		CASH CONSTRUCTION		JC EVANS CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
118	666-2110	REFL PAV MRK TY I (Y) 4" (SLD)(090MIL)	42672	LF	\$0.22	\$9,387.84	\$0.31	\$13,228.32	\$0.30	\$12,801.60	\$0.33	\$14,081.76
119	666-2131	REFL PAV MRK TY I (Y) 24" (SLD)(090MIL)	1640	LF	\$4.60	\$7,544.00	\$5.75	\$9,430.00	\$5.00	\$8,200.00	\$4.15	\$6,806.00
120	666-2142	REF PAV MRK TY II (W) 4" (BRK)	8680	LF	\$0.09	\$781.20	\$0.15	\$1,302.00	\$0.10	\$868.00	\$0.15	\$1,302.00
121	666-2145	REF PAV MRK TY II (W) 4" (SLD)	39925	LF	\$0.09	\$3,593.25	\$0.15	\$5,988.75	\$0.10	\$3,992.50	\$0.15	\$5,988.75
122	666-2153	REF PAV MRK TY II (W) 8" (SLD)	2716	LF	\$0.20	\$543.20	\$0.30	\$814.80	\$0.30	\$814.80	\$0.30	\$814.80
123	666-2157	REF PAV MRK TY II (W) 24" (SLD)	182	LF	\$1.75	\$318.50	\$3.15	\$573.30	\$3.00	\$546.00	\$2.00	\$364.00
124	666-2160	REF PAV MRK TY II (W) (ARROW)	40	EA	\$31.00	\$1,240.00	\$65.00	\$2,600.00	\$60.00	\$2,400.00	\$20.00	\$800.00
125	666-2173	REF PAV MRK TY II (W) (WORD)	8	EA	\$31.00	\$248.00	\$92.00	\$736.00	\$85.00	\$680.00	\$22.00	\$176.00
126	666-2176	REF PAV MRK TY II (Y) 4" (BRK)	7300	LF	\$0.09	\$657.00	\$0.15	\$1,095.00	\$0.10	\$730.00	\$0.15	\$1,095.00
127	666-2178	REF PAV MRK TY II (Y) 4" (SLD)	42672	LF	\$0.09	\$3,840.48	\$0.15	\$6,400.80	\$0.10	\$4,267.20	\$0.15	\$6,400.80
128	666-2185	REF PAV MRK TY II (Y) 24" (SLD)	1640	LF	\$1.80	\$2,952.00	\$3.00	\$4,920.00	\$3.00	\$4,920.00	\$2.00	\$3,280.00
129	672-2012	REFL PAV MRKR TY I-C	662	EA	\$2.70	\$1,787.40	\$3.75	\$2,482.50	\$3.00	\$1,986.00	\$2.75	\$1,820.50
130	672-2015	REFL PAV MRKR TY II-A-A	1337	EA	\$2.70	\$3,609.90	\$3.75	\$5,013.75	\$4.00	\$5,348.00	\$2.65	\$3,543.05
131	672-2017	REFL PAV MRKR TY II-C-R	45	EA	\$2.70	\$121.50	\$3.75	\$168.75	\$3.00	\$135.00	\$2.80	\$126.00
132	677-2001	ELIM EXT PAV MRK & MRKS (4")	62649	LF	\$0.49	\$30,698.01	\$0.47	\$29,445.03	\$0.40	\$25,059.60	\$0.40	\$25,059.60
133	677-2008	ELIM EXT PAV MRK & MRKS (ARROW)	1	EA	\$87.00	\$87.00	\$85.00	\$85.00	\$80.00	\$80.00	\$50.00	\$50.00
134	677-2018	ELIM EXT PAV MRK & MRKS (WORD)	1	EA	\$87.00	\$87.00	\$115.00	\$115.00	\$100.00	\$100.00	\$50.00	\$50.00
135	509S-1	Trench Safety Systems	9103	LF	\$1.00	\$9,103.00	\$1.50	\$13,654.50	\$0.50	\$4,551.50	\$1.00	\$9,103.00
136	510-AW	2" PVC Water Pipe Sch 80	188	LF	\$9.00	\$1,692.00	\$15.00	\$2,820.00	\$14.00	\$2,632.00	\$30.00	\$5,640.00
137	510-AW	6" PVC Water Pipe (C-900 DR14), incl. Tracer Wire	16	LF	\$23.00	\$368.00	\$65.00	\$1,040.00	\$26.00	\$416.00	\$40.00	\$640.00
138	510-AW	6" D.I. Water Pipe (Class 350 C151)	26	LF	\$35.00	\$910.00	\$65.00	\$1,690.00	\$32.00	\$832.00	\$49.00	\$1,274.00
139	510-AW	8" PVC Water Pipe (C-900 DR14), incl. Tracer Wire	1495	LF	\$21.00	\$31,395.00	\$26.00	\$38,870.00	\$26.00	\$38,870.00	\$28.00	\$41,860.00
140	505S-B	12" Steel Encasement Pipe min. 1/4" thick (open cut)	45	LF	\$60.00	\$2,700.00	\$72.00	\$3,240.00	\$55.00	\$2,475.00	\$65.00	\$2,925.00
141	505S-B	12" Steel Encasement Pipe min. 1/4" thick (bore)	104	LF	\$230.00	\$23,920.00	\$190.00	\$19,760.00	\$180.00	\$18,720.00	\$200.00	\$20,800.00
142	505S-B	18" Steel Encasement Pipe min. 1/4" thick (open cut)	113	LF	\$90.00	\$10,170.00	\$68.00	\$7,684.00	\$84.00	\$9,492.00	\$80.00	\$9,040.00
143	501S	18" Steel Encasement Pipe min. 1/4" thick (bore)	207	LF	\$270.00	\$55,890.00	\$185.00	\$38,295.00	\$275.00	\$56,925.00	\$264.00	\$54,648.00
144	505S-A	6" Concrete Trench Cap (open cut)	235	LF	\$60.00	\$14,100.00	\$28.00	\$6,580.00	\$20.00	\$4,700.00	\$10.00	\$2,350.00
145	510-A-6"Dia RW	D.I. Restraints for 6" Water Pipe	42	LF	\$5.00	\$210.00	\$9.00	\$378.00	\$5.50	\$231.00	\$4.50	\$189.00
146	510-A-8"Dia RW	D.I. Restraints for 8" Water Pipe	604	LF	\$6.00	\$3,624.00	\$7.10	\$4,288.40	\$6.00	\$3,624.00	\$4.75	\$2,869.00
147	510-KW	2" PVC Fittings	4	EA	\$7.00	\$28.00	\$80.00	\$320.00	\$14.00	\$56.00	\$18.00	\$72.00
148	510-KW	6" D.I. Fittings	2	EA	\$160.00	\$320.00	\$235.00	\$470.00	\$200.00	\$400.00	\$185.00	\$370.00
149	510-KW	8" D.I. Fittings	18	EA	\$260.00	\$4,680.00	\$315.00	\$5,670.00	\$340.00	\$6,120.00	\$225.00	\$4,050.00
150	510-KW	14" D.I. Fittings	5	EA	\$700.00	\$3,500.00	\$325.00	\$1,625.00	\$850.00	\$4,250.00	\$840.00	\$4,200.00
151	510-BW	Reconnect Existing Water Service	16	EA	\$1,400.00	\$22,400.00	\$1,500.00	\$24,000.00	\$850.00	\$13,600.00	\$750.00	\$12,000.00
152	510-IW	Wet Connection (8" or less)	7	EA	\$2,300.00	\$16,100.00	\$1,200.00	\$8,400.00	\$1,700.00	\$11,900.00	\$450.00	\$3,150.00
153	510-IW	Wet Connection (12" or greater)	5	EA	\$3,000.00	\$15,000.00	\$1,800.00	\$9,000.00	\$2,300.00	\$11,500.00	\$750.00	\$3,750.00
154	511S-B	Fire Hydrant Assembly	2	EA	\$2,700.00	\$5,400.00	\$2,800.00	\$5,600.00	\$2,400.00	\$4,800.00	\$4,000.00	\$8,000.00
155	511S-A	6" Gate Valve (Resilient Seat)	3	EA	\$650.00	\$1,950.00	\$1,500.00	\$4,500.00	\$850.00	\$2,550.00	\$1,100.00	\$3,300.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	DAN WILLIAMS COMPANY		RGM CONSTRUCTORS		CASH CONSTRUCTION		JC EVANS CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
156	511S-A	8" Gate Valve (Resilient Seat)	6	EA	\$1,000.00	\$6,000.00	\$1,600.00	\$9,600.00	\$1,100.00	\$6,600.00	\$1,275.00	\$7,650.00
157	511S-G	Comb. Air/Vacuum Release Valve (4") Complete in place	1	EA	\$8,000.00	\$8,000.00	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
158	340	Asphalt Pavement Repair	74	SY	\$20.00	\$1,480.00	\$65.00	\$4,810.00	\$50.00	\$3,700.00	\$50.00	\$3,700.00
159	360	Concrete Pavement Repair	199	SY	\$50.00	\$9,950.00	\$85.00	\$16,915.00	\$55.00	\$10,945.00	\$41.00	\$8,159.00
160	210	Flexible Base Surfacing Repair (6" Depth)	16	CY	\$30.00	\$480.00	\$125.00	\$2,000.00	\$50.00	\$800.00	\$28.25	\$452.00
161	642	Silt Fence	7756	LF	\$2.60	\$20,165.60	\$2.10	\$16,287.60	\$2.00	\$15,512.00	\$2.25	\$17,451.00
162	604	Grass Seeding & Top Soil (3")	15891	SY	\$1.00	\$15,891.00	\$1.15	\$18,274.65	\$1.20	\$19,069.20	\$0.75	\$11,918.25
163	610	Tree Protection Fence	567	LF	\$2.00	\$1,134.00	\$2.75	\$1,559.25	\$2.50	\$1,417.50	\$2.25	\$1,275.75
164	639	Rock Filter Dam	125	LF	\$14.00	\$1,750.00	\$25.00	\$3,125.00	\$15.00	\$1,875.00	\$20.00	\$2,500.00
165	510-AW	16" PVC Water Pipe (C-905 DR18), incl. Tracer Wire	8109	LF	\$47.00	\$381,123.00	\$42.00	\$340,578.00	\$52.00	\$421,668.00	\$67.00	\$543,303.00
166	505S-B	30" Steel Encasement Pipe min. 7/16" thick (open cut)	152	LF	\$180.00	\$27,360.00	\$210.00	\$31,920.00	\$180.00	\$27,360.00	\$153.00	\$23,256.00
167	510-A-16"Dia RW	D.I. Restraints for 16" Water Pipe	1675	LF	\$18.00	\$30,150.00	\$4.00	\$6,700.00	\$19.00	\$31,825.00	\$13.00	\$21,775.00
168	510-KW	16" D.I. Fittings	51	EA	\$1,100.00	\$56,100.00	\$1,050.00	\$53,550.00	\$1,200.00	\$61,200.00	\$1,645.00	\$83,895.00
169	510-KW	24" D.I. Fittings	1	EA	\$1,700.00	\$1,700.00	\$3,100.00	\$3,100.00	\$5,500.00	\$5,500.00	\$3,341.00	\$3,341.00
170	511S-A	16" Gate Valve (Resilient Seat)	8	EA	\$5,000.00	\$40,000.00	\$5,600.00	\$44,800.00	\$5,700.00	\$45,600.00	\$5,400.00	\$43,200.00
171	501S	30" Steel Encasement Pipe min. 7/16" thick (bore)	270	LF	\$500.00	\$135,000.00	\$310.00	\$83,700.00	\$470.00	\$126,900.00	\$466.00	\$125,820.00
172	511S-A	16"x2" Service Saddle, Reducer, 2" Corp. Stop, w/ std. Riser Box	1	EA	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,400.00	\$1,400.00	\$625.00	\$625.00
173	511S-E	Flushing Assembly (2")	2	EA	\$1,700.00	\$3,400.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$925.00	\$1,850.00
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS					\$8,828,714.85		\$8,880,474.68		\$9,063,406.00		\$9,425,215.26	
ACTUAL BASE BID PROPOSAL					\$8,828,714.85		\$8,880,474.68		\$9,063,406.00		\$9,425,215.26	
ADJUSTMENT DIFFERENCE					\$0.00		\$0.00		\$0.00		\$0.00	
Acknowledgement of Addenda:												
Addendum No. 1					Yes		Yes		Yes		Yes	
Addendum No. 2					Yes		Yes		Yes		Yes	
Bid Bond & Insurance					Yes		Yes		Yes		Yes	
Conflict of Interest Statement					Yes		Yes		Yes		Yes	
References (Mimimum of three)					Yes		Yes		Yes		Yes	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	DAN WILLIAMS COMPANY		RGM CONSTRUCTORS		CASH CONSTRUCTION		JC EVANS CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
ALTERNATE BID ITEMS (Items 165 through 173 are DELETED and REPLACED by Items 1A through 13A. All other items are unchanged)												
1A	510-AW	16" PVC Water Pipe (C-905 DR18), incl. Tracer Wire	2163	LF	\$55.00	\$118,965.00	\$54.00	\$116,802.00	\$52.00	\$112,476.00	\$67.00	\$144,921.00
2A	505S-B	30" Steel Encasement Pipe min. 7/16" thick (open cut)	40	LF	\$180.00	\$7,200.00	\$245.00	\$9,800.00	\$180.00	\$7,200.00	\$153.00	\$6,120.00
3A	10-A-16"Dia RW	D.I. Restraints for 16" Water Pipe	365	LF	\$20.00	\$7,300.00	\$22.00	\$8,030.00	\$19.00	\$6,935.00	\$13.00	\$4,745.00
4A	510-KW	16" D.I. Fittings	15	EA	\$1,300.00	\$19,500.00	\$1,500.00	\$22,500.00	\$1,200.00	\$18,000.00	\$1,645.00	\$24,675.00
5A	510-KW	24" D.I. Fittings	37	EA	\$2,300.00	\$85,100.00	\$4,000.00	\$148,000.00	\$5,500.00	\$203,500.00	\$2,420.00	\$89,540.00
6A	511S-A	16" Gate Valve (Resilient Seat)	3	EA	\$5,200.00	\$15,600.00	\$6,000.00	\$18,000.00	\$5,700.00	\$17,100.00	\$5,400.00	\$16,200.00
7A	510-AW	24" D.I. Water Pipe (Class 250 C151)	5940	LF	\$100.00	\$594,000.00	\$103.00	\$611,820.00	\$86.00	\$510,840.00	\$108.00	\$641,520.00
8A	505S-B	42" Steel Encasement Pipe min. (1/2" thick) (open cut)	112	LF	\$250.00	\$28,000.00	\$350.00	\$39,200.00	\$300.00	\$33,600.00	\$191.00	\$21,392.00
9A	501S	42" Steel Encasement Pipe min. (1/2" thick) (bore)	270	LF	\$650.00	\$175,500.00	\$505.00	\$136,350.00	\$700.00	\$189,000.00	\$595.00	\$160,650.00
10A	510-A-24" Dia RW	D.I. Restraints for 24" Water Pipe	1310	LF	\$36.00	\$47,160.00	\$15.00	\$19,650.00	\$18.00	\$23,580.00	\$16.00	\$20,960.00
11A	511S-A	24"x2" Service Saddle, 2" Corp. Stop, w/ std. Riser Box	1	EA	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00	\$850.00	\$850.00
12A	511S-A	24" Butterfly Valve	5	EA	\$5,500.00	\$27,500.00	\$9,800.00	\$49,000.00	\$6,300.00	\$31,500.00	\$8,800.00	\$44,000.00
13A	511S-E	Flushing Assembly (4")	2	EA	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00	\$2,700.00	\$5,400.00	\$4,400.00	\$8,800.00
TOTAL COST OF ALTERNATE BID ADJUSTED FOR CORRECTNESS					\$9,288,906.85		\$9,503,178.68		\$9,500,784.00		\$9,762,523.26	
ACTUAL ALTERNATE BID PROPOSAL					\$9,288,906.85		\$10,071,626.68		\$9,500,784.00		\$9,762,523.26	
ADJUSTMENT DIFFERENCE					\$0.00		-\$568,448.00		\$0.00		\$0.00	
COST DIFFERENCE BETWEEN BASE AND ALTERNATE BIDS (CTSUD'S UPGRADE COST)					\$460,192.00		\$622,704.00		\$437,378.00		\$337,308.00	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	AUSTIN BRIDGE & ROAD		HUNTER INDUSTRIES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2002	PREPARING ROW	195	STA	\$759.00	\$148,005.00	\$806.25	\$157,218.75
2	104-2009	REMOVING CONC (RIPRAP)	4500	SY	\$4.00	\$18,000.00	\$4.22	\$18,990.00
3	110-2001	EXCAVATION (ROADWAY)	130849	CY	\$5.44	\$711,818.56	\$13.17	\$1,723,281.33
4	132-2003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	48019	CY	\$2.67	\$128,210.73	\$4.56	\$218,966.64
5	160-2003	FURNISHING AND PLACING TOPSOIL (4")	135289	SY	\$0.50	\$67,644.50	\$1.36	\$183,993.04
6	160-2008	FURNISHING AND PLACING TOPSOIL (12")	14475	SY	\$1.68	\$24,318.00	\$3.44	\$49,794.00
7	164-2035	DRILL SEEDING (PERM) (RURAL) (CLAY)	149764	SY	\$0.05	\$7,488.20	\$0.06	\$8,985.84
8	164-2041	DRILL SEEDING (TEMP) (WARM)	37441	SY	\$0.04	\$1,497.64	\$0.06	\$2,246.46
9	164-2043	DRILL SEEDING (TEMP) (COOL)	37441	SY	\$0.04	\$1,497.64	\$0.06	\$2,246.46
10	168-2001	VEGETATIVE WATERING	3744	MG	\$15.00	\$56,160.00	\$13.32	\$49,870.08
11	169-2006	SOIL RETENTION BLANKETS (CL 2) (TY F)	2865	SY	\$1.35	\$3,867.75	\$0.97	\$2,779.05
12	169-2008	SOIL RETENTION BLANKETS (CL 2) (TY H)	10754	SY	\$4.50	\$48,393.00	\$3.36	\$36,133.44
13	247-2044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	51599	CY	\$21.39	\$1,103,702.61	\$20.52	\$1,058,811.48
14	310-2005	PRIME COAT (MC-30 OR AE-P)	35024	GAL	\$3.00	\$105,072.00	\$4.06	\$142,197.44
15	316-2008	ASPH (HFRS-2P)	1311	GAL	\$3.00	\$3,933.00	\$5.43	\$7,118.73
16	316-2416	AGGR (TY-D GR-4)	39	CY	\$125.00	\$4,875.00	\$87.60	\$3,416.40
17	340-2004	D-GR HMA(METH) TY-A PG64-22	4852	TON	\$46.00	\$223,192.00	\$45.61	\$221,299.72
18	341-2011	D-GR HMA(QCQA) TY-B PG64-22	28530	TON	\$48.00	\$1,369,440.00	\$46.80	\$1,335,204.00
19	341-2048	D-GR HMA(QCQA) TY-C SAC-B PG70-22	19040	TON	\$54.00	\$1,028,160.00	\$48.30	\$919,632.00
20	341-2050	D-GR HMA(QCQA) TY-C PG70-22	18215	TON	\$53.00	\$965,395.00	\$52.18	\$950,458.70
21	354-2021	PLANE ASPH CONC PAV(0" TO 2")	924	SY	\$8.00	\$7,392.00	\$4.82	\$4,453.68
22	403-2001	TEMPORARY SPL SHORING	646	SF	\$17.00	\$10,982.00	\$38.13	\$24,631.98
23	416-2029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	32	LF	\$155.00	\$4,960.00	\$162.76	\$5,208.32
24	432-2002	RIPRAP (CONC)(5IN)	251	CY	\$286.00	\$71,786.00	\$348.29	\$87,420.79
25	432-2040	RIPRAP (MOW STRIP)(5 IN)	195	CY	\$455.00	\$88,725.00	\$426.11	\$83,091.45
26	432-2041	RIPRAP (STONE COMMON)(DRY)(18 IN)	1096	CY	\$87.00	\$95,352.00	\$65.63	\$71,930.48
27	460-2003	CMP (GAL STL 18 IN)	2522	LF	\$28.00	\$70,616.00	\$42.51	\$107,210.22
28	460-2004	CMP (GAL STL 24 IN)	590	LF	\$32.00	\$18,880.00	\$57.50	\$33,925.00
29	460-2015	CMP AR (GAL STL DES 3)	88	LF	\$34.00	\$2,992.00	\$80.47	\$7,081.36
30	460-2016	CMP AR (GAL STL DES 4)	514	LF	\$38.00	\$19,532.00	\$91.62	\$47,092.68
31	462-2008	CONC BOX CULV (5 FT X 4FT)	250	LF	\$125.00	\$31,250.00	\$192.41	\$48,102.50
32	462-2011	CONC BOX CULV (6 FT X 4FT)	351.2	LF	\$150.00	\$52,680.00	\$238.49	\$83,757.69
33	462-2015	CONC BOX CULV (7 FT X 4FT)	120	LF	\$195.00	\$23,400.00	\$244.35	\$29,322.00
34	462-2019	CONC BOX CULV (8 FT X 4FT)	177	LF	\$210.00	\$37,170.00	\$303.82	\$53,776.14
35	462-2024	CONC BOX CULV (9 FT X 5FT)	658.25	LF	\$269.00	\$177,069.25	\$377.97	\$248,798.75
36	462-2025	CONC BOX CULV (9 FT X 6FT)	339	LF	\$288.00	\$97,632.00	\$404.04	\$136,969.56
37	464-2024	RC PIPE (CL IV)(30 IN)	348	LF	\$53.00	\$18,444.00	\$107.64	\$37,458.72
38	465-2003	INLET (COMPL)(TY H)	4	EA	\$2,250.00	\$9,000.00	\$2,074.08	\$8,296.32
39	466-2035	WINGWALL (FW-S)(HW=5 FT)	2	EA	\$2,050.00	\$4,100.00	\$6,025.80	\$12,051.60

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	AUSTIN BRIDGE & ROAD		HUNTER INDUSTRIES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
40	466-2036	WINGWALL (FW-S)(HW=6 FT)	1	EA	\$2,650.00	\$2,650.00	\$5,423.22	\$5,423.22
41	466-2038	WINGWALL (FW-S)(HW=8 FT)	1	EA	\$14,600.00	\$14,600.00	\$27,718.68	\$27,718.68
42	466-2049	WINGWALL (PW)(HW=5 FT)	3	EA	\$4,750.00	\$14,250.00	\$11,449.02	\$34,347.06
43	466-2097	HEADWALL (CH - FW - 30) (DIA= 30 IN)	1	EA	\$1,100.00	\$1,100.00	\$7,833.54	\$7,833.54
44	467-2121	SET (TY I)(S= 6 FT)(HW= 5 FT)(4:1)(C)	3	EA	\$4,400.00	\$13,200.00	\$5,965.54	\$17,896.62
45	467-2131	SET (TY I)(S= 8 FT)(HW= 5 FT)(4:1)(C)	3	EA	\$4,900.00	\$14,700.00	\$6,507.86	\$19,523.58
46	467-2138	SET (TY I)(S= 9 FT)(HW= 8 FT)(4:1)(C)	8	EA	\$7,000.00	\$56,000.00	\$11,991.34	\$95,930.72
47	467-2184	SET (TY I)(S= 5 FT)(HW= 5 FT)(6:1)(P)	2	EA	\$5,500.00	\$11,000.00	\$9,882.31	\$19,764.62
48	467-2301	SET (TY II)(18 IN)(CMP)(6:1)(P)	76	EA	\$725.00	\$55,100.00	\$1,404.74	\$106,760.24
49	467-2303	SET (TY II)(24 IN)(CMP)(6:1)(P)	25	EA	\$1,750.00	\$43,750.00	\$1,556.08	\$38,902.00
50	467-2337	SET (TY II)(DES 3)(CMP)(6:1)(P)	4	EA	\$2,250.00	\$9,000.00	\$2,077.19	\$8,308.76
51	467-2338	SET (TY II)(DES 4)(CMP)(6:1)(P)	10	EA	\$2,850.00	\$28,500.00	\$2,385.71	\$23,857.10
52	467-2376	SET (TY I) (30 IN) (4:1) (C)	3	EA	\$975.00	\$2,925.00	\$2,491.37	\$7,474.11
53	496-2016	REMOV STR (PIPE)	38	EA	\$350.00	\$13,300.00	\$1,205.16	\$45,796.08
54	500-2001	MOBILIZATION	1	LS	\$960,000.00	\$960,000.00	\$810,849.21	\$810,849.21
55	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	\$4,100.00	\$73,800.00	\$3,675.77	\$66,163.86
56	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	1260	LF	\$16.00	\$20,160.00	\$10.55	\$13,293.00
57	506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	540	LF	\$19.50	\$10,530.00	\$22.52	\$12,160.80
58	506-2009	ROCK FILTER DAMS (REMOVE)	1560	LF	\$6.00	\$9,360.00	\$6.49	\$10,124.40
59	506-2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	240	SY	\$7.50	\$1,800.00	\$5.41	\$1,298.40
60	506-2019	CONSTRUCTION EXITS (REMOVE)	240	SY	\$4.00	\$960.00	\$4.33	\$1,039.20
61	506-2034	TEMPORARY SEDIMENT CONTROL FENCE	16416	LF	\$1.95	\$32,011.20	\$1.33	\$21,833.28
62	512-2011	PORT CTB (DES SOURCE)(SAFETY SH)(TY 2)	1290	LF	\$7.00	\$9,030.00	\$9.01	\$11,622.90
63	512-2017	PORT CTB (DES SOURCE)(LOW PROF)(TY 1)	1280	LF	\$10.50	\$13,440.00	\$9.45	\$12,096.00
64	512-2018	PORT CTB (DES SOURCE)(LOW PROF)(TY 2)	80	LF	\$27.00	\$2,160.00	\$10.85	\$868.00
65	512-2020	PORT CTB (MOVE)(SAFETY SH)(TY 2)	1320	LF	\$7.00	\$9,240.00	\$6.93	\$9,147.60
66	512-2029	PORT CTB (STKPL)(SAFETY SH)(TY 2)	1290	LF	\$6.00	\$7,740.00	\$8.19	\$10,565.10
67	512-2035	PORT CTB (STKPL)(LOW PROF)(TY 1)	1280	LF	\$8.00	\$10,240.00	\$8.43	\$10,790.40
68	512-2036	PORT CTB (STKPL)(LOW PROF)(TY 2)	80	LF	\$9.00	\$720.00	\$10.15	\$812.00
69	529-2066	CONC CURB (RIBBON)(MOD)	224	LF	\$15.00	\$3,360.00	\$18.36	\$4,112.64
70	530-2010	DRIVEWAYS (CONC)	407	SY	\$68.00	\$27,676.00	\$53.09	\$21,607.63
71	530-2011	DRIVEWAYS (ACP)	2736	SY	\$31.00	\$84,816.00	\$28.56	\$78,140.16
72	540-2001	MTL W-BEAM GD FEN (TIM POST)	1837.5	LF	\$17.75	\$32,615.63	\$15.23	\$27,985.13
73	540-2002	MTL W-BEAM GD FEN (STEEL POST)	200	LF	\$25.00	\$5,000.00	\$23.63	\$4,726.00
74	540-2005	TERMINAL ANCHOR SECTION	9	EA	\$315.00	\$2,835.00	\$446.27	\$4,016.43
75	540-2025	TERMINAL ANCHOR SECTION (DRWY) (SPCL)	1	EA	\$365.00	\$365.00	\$498.77	\$498.77
76	542-2001	REMOVING METAL BEAM GUARD FENCE	1975	LF	\$1.00	\$1,975.00	\$2.63	\$5,194.25
77	542-2002	REMOVING TERMINAL ANCHOR SECTION	19	EA	\$100.00	\$1,900.00	\$157.51	\$2,992.69
78	544-2001	GUARDRAIL END TREATMENT (INSTALL)	8	EA	\$1,845.00	\$14,760.00	\$1,968.83	\$15,750.64

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	AUSTIN BRIDGE & ROAD		HUNTER INDUSTRIES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
79	545-2001	CRASH CUSH ATTEN (INSTL)	10	EA	\$13,000.00	\$130,000.00	\$6,195.24	\$61,952.40
80	545-2002	CRASH CUSH ATTEN (MOVE & RESET)	4	EA	\$2,180.00	\$8,720.00	\$2,415.09	\$9,660.36
81	545-2003	CRASH CUSH ATTEN (REMOVE)	10	EA	\$650.00	\$6,500.00	\$840.03	\$8,400.30
82	560-2004	MAILBOX INSTALL-S (WC-POST) TY 3 FND	17	EA	\$120.00	\$2,040.00	\$157.51	\$2,677.67
83	560-2005	MAILBOX INSTALL-D (WC-POST) TY 3 FND	1	EA	\$160.00	\$160.00	\$210.01	\$210.01
84	610-2024	INS RD IL AM (TY SA) 40T-10 (.25 KW)S	4	EA	\$2,000.00	\$8,000.00	\$2,100.08	\$8,400.32
85	618-2018	CONDT (PVC) (SCHD 40) (2")	1365	LF	\$4.00	\$5,460.00	\$4.20	\$5,733.00
86	618-2022	CONDT (PVC) (SCHD 40) (3")	1790	LF	\$6.00	\$10,740.00	\$6.30	\$11,277.00
87	620-2011	ELEC CONDR (NO. 8) BARE	690	LF	\$0.80	\$552.00	\$0.84	\$579.60
88	620-2012	ELEC CONDR (NO. 8) INSULATED	1380	LF	\$0.90	\$1,242.00	\$0.95	\$1,311.00
89	624-2012	GROUND BOX TY C (162911) W/APRON	6	EA	\$750.00	\$4,500.00	\$787.53	\$4,725.18
90	624-2014	GROUND BOX TY D (162922) W/APRON	2	EA	\$850.00	\$1,700.00	\$892.53	\$1,785.06
91	628-2172	ELC SRV TY D 120/240 060 (NS)SS(E)SP(0	2	EA	\$3,800.00	\$7,600.00	\$3,990.15	\$7,980.30
92	644-2001	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	30	EA	\$350.00	\$10,500.00	\$367.51	\$11,025.30
93	644-2004	INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	21	EA	\$400.00	\$8,400.00	\$420.02	\$8,820.42
94	644-2006	INS SM RD SN SUP&AM TY 10BWG(1) SA(U)	2	EA	\$500.00	\$1,000.00	\$525.02	\$1,050.04
95	644-2027	INS SM RD SN SUP&AM TY S80(1) SA(U)	10	EA	\$525.00	\$5,250.00	\$551.27	\$5,512.70
96	644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	7	EA	\$295.00	\$2,065.00	\$309.76	\$2,168.32
97	644-2058	RELOCATE SM RD SN SUP & AM TY S80	2	EA	\$295.00	\$590.00	\$309.76	\$619.52
98	658-2240	INSTL DEL ASSM (D-SW)SZ 1(F LX)GF2	34	EA	\$45.00	\$1,530.00	\$47.25	\$1,606.50
99	658-2314	INSTL OM ASSM (OM-2X)(WC) GND	26	EA	\$50.00	\$1,300.00	\$52.50	\$1,365.00
100	662-2004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	81698	LF	\$0.19	\$15,522.62	\$0.17	\$13,888.66
101	662-2012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	1283	LF	\$0.40	\$513.20	\$0.37	\$474.71
102	662-2016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	256	LF	\$4.00	\$1,024.00	\$4.57	\$1,169.92
103	662-2032	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	83694	LF	\$0.19	\$15,901.86	\$0.17	\$14,227.98
104	662-2039	WK ZN PAV MRK NON-REMOV (Y) 24" (SLD)	916	LF	\$4.00	\$3,664.00	\$4.52	\$4,140.32
105	662-2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	4102	LF	\$0.73	\$2,994.46	\$0.49	\$2,009.98
106	662-2075	WK ZN PAV MRK REMOV (W) 8" (SLD)	294	LF	\$1.46	\$429.24	\$1.05	\$308.70
107	662-2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	5167	LF	\$0.73	\$3,771.91	\$0.49	\$2,531.83
108	662-2106	WK ZN PAV MRK REMOV (Y) 24" (SLD)	332	LF	\$5.00	\$1,660.00	\$6.83	\$2,267.56
109	662-2113	WK ZN PAV MRK SHT TERM (TAB) TY W	3259	EA	\$1.25	\$4,073.75	\$1.53	\$4,986.27
110	662-2115	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	4339	EA	\$1.25	\$5,423.75	\$1.53	\$6,638.67
111	666-2002	REFL PAV MRK TY I (W) 4" (BRK)(090MIL)	8680	LF	\$0.27	\$2,343.60	\$0.22	\$1,909.60
112	666-2011	REFL PAV MRK TY I (W) 4" (SLD)(090MIL)	39925	LF	\$0.27	\$10,779.75	\$0.22	\$8,783.50
113	666-2035	REFL PAV MRK TY I (W) 8" (SLD)(090MIL)	2716	LF	\$0.54	\$1,466.64	\$0.44	\$1,195.04
114	666-2047	REFL PAV MRK TY I (W) 24" (SLD)(090MIL)	182	LF	\$5.25	\$955.50	\$4.99	\$908.18
115	666-2053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	40	EA	\$90.00	\$3,600.00	\$94.50	\$3,780.00
116	666-2095	REFL PAV MRK TY I (W) (WORD) (090MIL)	8	EA	\$110.00	\$880.00	\$152.26	\$1,218.08
117	666-2104	REFL PAV MRK TY I (Y) 4" (BRK)(090MIL)	7300	LF	\$0.29	\$2,117.00	\$0.23	\$1,679.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	AUSTIN BRIDGE & ROAD		HUNTER INDUSTRIES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
118	666-2110	REFL PAV MRK TY I (Y) 4" (SLD)(090MIL)	42672	LF	\$0.29	\$12,374.88	\$0.23	\$9,814.56
119	666-2131	REFL PAV MRK TY I (Y) 24" (SLD)(090MIL)	1640	LF	\$5.25	\$8,610.00	\$4.78	\$7,839.20
120	666-2142	REF PAV MRK TY II (W) 4" (BRK)	8680	LF	\$0.14	\$1,215.20	\$0.09	\$781.20
121	666-2145	REF PAV MRK TY II (W) 4" (SLD)	39925	LF	\$0.14	\$5,589.50	\$0.09	\$3,593.25
122	666-2153	REF PAV MRK TY II (W) 8" (SLD)	2716	LF	\$0.28	\$760.48	\$0.21	\$570.36
123	666-2157	REF PAV MRK TY II (W) 24" (SLD)	182	LF	\$2.75	\$500.50	\$1.79	\$325.78
124	666-2160	REF PAV MRK TY II (W) (ARROW)	40	EA	\$60.00	\$2,400.00	\$31.50	\$1,260.00
125	666-2173	REF PAV MRK TY II (W) (WORD)	8	EA	\$85.00	\$680.00	\$31.50	\$252.00
126	666-2176	REF PAV MRK TY II (Y) 4" (BRK)	7300	LF	\$0.14	\$1,022.00	\$0.09	\$657.00
127	666-2178	REF PAV MRK TY II (Y) 4" (SLD)	42672	LF	\$0.14	\$5,974.08	\$0.09	\$3,840.48
128	666-2185	REF PAV MRK TY II (Y) 24" (SLD)	1640	LF	\$2.75	\$4,510.00	\$1.84	\$3,017.60
129	672-2012	REFL PAV MRKR TY I-C	662	EA	\$3.50	\$2,317.00	\$2.78	\$1,840.36
130	672-2015	REFL PAV MRKR TY II-A-A	1337	EA	\$3.50	\$4,679.50	\$2.78	\$3,716.86
131	672-2017	REFL PAV MRKR TY II-C-R	45	EA	\$3.50	\$157.50	\$2.78	\$125.10
132	677-2001	ELIM EXT PAV MRK & MRKS (4")	62649	LF	\$0.45	\$28,192.05	\$0.51	\$31,950.99
133	677-2008	ELIM EXT PAV MRK & MRKS (ARROW)	1	EA	\$75.00	\$75.00	\$89.25	\$89.25
134	677-2018	ELIM EXT PAV MRK & MRKS (WORD)	1	EA	\$105.00	\$105.00	\$89.25	\$89.25
135	509S-1	Trench Safety Systems	9103	LF	\$0.50	\$4,551.50	\$0.12	\$1,092.36
136	510-AW	2" PVC Water Pipe Sch 80	188	LF	\$17.00	\$3,196.00	\$50.63	\$9,518.44
137	510-AW	6" PVC Water Pipe (C-900 DR14), incl. Tracer Wire	16	LF	\$27.00	\$432.00	\$69.20	\$1,107.20
138	510-AW	6" D.I. Water Pipe (Class 350 C151)	26	LF	\$30.00	\$780.00	\$79.22	\$2,059.72
139	510-AW	8" PVC Water Pipe (C-900 DR14), incl. Tracer Wire	1495	LF	\$27.00	\$40,365.00	\$40.99	\$61,280.05
140	505S-B	12" Steel Encasement Pipe min. 1/4" thick (open cut)	45	LF	\$46.00	\$2,070.00	\$102.25	\$4,601.25
141	505S-B	12" Steel Encasement Pipe min. 1/4" thick (bore)	104	LF	\$150.00	\$15,600.00	\$222.41	\$23,130.64
142	505S-B	18" Steel Encasement Pipe min. 1/4" thick (open cut)	113	LF	\$65.00	\$7,345.00	\$121.58	\$13,738.54
143	501S	18" Steel Encasement Pipe min. 1/4" thick (bore)	207	LF	\$185.00	\$38,295.00	\$324.83	\$67,239.81
144	505S-A	6" Concrete Trench Cap (open cut)	235	LF	\$10.00	\$2,350.00	\$64.51	\$15,159.85
145	510-A-6"Dia RW	D.I. Restraints for 6" Water Pipe	42	LF	\$10.00	\$420.00	\$2.37	\$99.54
146	510-A-8"Dia RW	D.I. Restraints for 8" Water Pipe	604	LF	\$10.00	\$6,040.00	\$4.04	\$2,440.16
147	510-KW	2" PVC Fittings	4	EA	\$10.00	\$40.00	\$7.02	\$28.08
148	510-KW	6" D.I. Fittings	2	EA	\$200.00	\$400.00	\$291.14	\$582.28
149	510-KW	8" D.I. Fittings	18	EA	\$300.00	\$5,400.00	\$587.83	\$10,580.94
150	510-KW	14" D.I. Fittings	5	EA	\$800.00	\$4,000.00	\$809.38	\$4,046.90
151	510-BW	Reconnect Existing Water Service	16	EA	\$950.00	\$15,200.00	\$1,667.32	\$26,677.12
152	510-IW	Wet Connection (8" or less)	7	EA	\$1,200.00	\$8,400.00	\$594.57	\$4,161.99
153	510-IW	Wet Connection (12" or greater)	5	EA	\$2,250.00	\$11,250.00	\$998.69	\$4,993.45
154	511S-B	Fire Hydrant Assembly	2	EA	\$2,750.00	\$5,500.00	\$2,017.63	\$4,035.26
155	511S-A	6" Gate Valve (Resilient Seat)	3	EA	\$700.00	\$2,100.00	\$1,085.73	\$3,257.19

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	AUSTIN BRIDGE & ROAD		HUNTER INDUSTRIES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
156	511S-A	8" Gate Valve (Resilient Seat)	6	EA	\$1,000.00	\$6,000.00	\$1,515.52	\$9,093.12
157	511S-G	Comb. Air/Vacuum Release Valve (4") Complete in place	1	EA	\$6,500.00	\$6,500.00	\$5,372.79	\$5,372.79
158	340	Asphalt Pavement Repair	74	SY	\$30.00	\$2,220.00	\$105.52	\$7,808.48
159	360	Concrete Pavement Repair	199	SY	\$55.00	\$10,945.00	\$119.91	\$23,862.09
160	210	Flexible Base Surfacing Repair (6" Depth)	16	CY	\$50.00	\$800.00	\$89.93	\$1,438.88
161	642	Silt Fence	7756	LF	\$1.75	\$13,573.00	\$1.58	\$12,254.48
162	604	Grass Seeding & Top Soil (3")	15891	SY	\$1.70	\$27,014.70	\$1.69	\$26,855.79
163	610	Tree Protection Fence	567	LF	\$2.00	\$1,134.00	\$2.11	\$1,196.37
164	639	Rock Filter Dam	125	LF	\$23.00	\$2,875.00	\$24.27	\$3,033.75
165	510-AW	16" PVC Water Pipe (C-905 DR18), incl. Tracer Wire	8109	LF	\$41.00	\$332,469.00	\$65.72	\$532,923.48
166	505S-B	30" Steel Encasement Pipe min. 7/16" thick (open cut)	152	LF	\$110.00	\$16,720.00	\$234.63	\$35,663.76
167	510-A-16"Dia RW	D.I. Restraints for 16" Water Pipe	1675	LF	\$20.00	\$33,500.00	\$16.89	\$28,290.75
168	510-KW	16" D.I. Fittings	51	EA	\$1,150.00	\$58,650.00	\$1,452.46	\$74,075.46
169	510-KW	24" D.I. Fittings	1	EA	\$6,300.00	\$6,300.00	\$2,916.57	\$2,916.57
170	511S-A	16" Gate Valve (Resilient Seat)	8	EA	\$5,250.00	\$42,000.00	\$6,156.20	\$49,249.60
171	501S	30" Steel Encasement Pipe min. 7/16" thick (bore)	270	LF	\$375.00	\$101,250.00	\$503.53	\$135,953.10
172	511S-A	16"x2" Service Saddle, Reducer, 2" Corp. Stop, w/ std. Riser Box	1	EA	\$1,800.00	\$1,800.00	\$1,050.78	\$1,050.78
173	511S-E	Flushing Assembly (2")	2	EA	\$1,550.00	\$3,100.00	\$1,231.52	\$2,463.04
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS					\$9,693,919.88		\$11,352,521.92	
ACTUAL BASE BID PROPOSAL					\$9,693,919.88		\$11,352,521.92	
ADJUSTMENT DIFFERENCE					\$0.00		\$0.00	
Acknowledgement of Addenda:								
Addendum No. 1					Yes		Yes	
Addendum No. 2					Yes		Yes	
Bid Bond & Insurance					Yes		Yes	
Conflict of Interest Statement					Yes		Yes	
References (Mimimum of three)					Yes		Yes	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	AUSTIN BRIDGE & ROAD		HUNTER INDUSTRIES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID

ALTERNATE BID ITEMS (Items 165 through 173 are DELETED and REPLACED by Items 1A through 13A. All

1A	510-AW	16" PVC Water Pipe (C-905 DR18), incl. Tracer Wire	2163	LF	\$41.00	\$88,683.00	\$69.47	\$150,263.61
2A	505S-B	30" Steel Encasement Pipe min. 7/16" thick (open cut)	40	LF	\$110.00	\$4,400.00	\$250.70	\$10,028.00
3A	10-A-16"Dia RW	D.I. Restraints for 16" Water Pipe	365	LF	\$30.00	\$10,950.00	\$16.62	\$6,066.30
4A	510-KW	16" D.I. Fittings	15	EA	\$1,250.00	\$18,750.00	\$1,601.42	\$24,021.30
5A	510-KW	24" D.I. Fittings	37	EA	\$2,000.00	\$74,000.00	\$3,980.19	\$147,267.03
6A	511S-A	16" Gate Valve (Resilient Seat)	3	EA	\$5,250.00	\$15,750.00	\$5,008.17	\$15,024.51
7A	510-AW	24" D.I. Water Pipe (Class 250 C151)	5940	LF	\$85.00	\$504,900.00	\$125.62	\$746,182.80
8A	505S-B	42" Steel Encasement Pipe min. (1/2" thick) (open cut)	112	LF	\$205.00	\$22,960.00	\$414.24	\$46,394.88
9A	501S	42" Steel Encasement Pipe min. (1/2" thick) (bore)	270	LF	\$545.00	\$147,150.00	\$883.69	\$238,596.30
10A	510-A-24" Dia RW	D.I. Restraints for 24" Water Pipe	1310	LF	\$40.00	\$52,400.00	\$40.34	\$52,845.40
11A	511S-A	24"x2" Service Saddle, 2" Corp. Stop, w/ std. Riser Box	1	EA	\$1,950.00	\$1,950.00	\$1,647.66	\$1,647.66
12A	511S-A	24" Butterfly Valve	5	EA	\$6,250.00	\$31,250.00	\$11,861.67	\$59,308.35
13A	511S-E	Flushing Assembly (4")	2	EA	\$2,400.00	\$4,800.00	\$2,453.65	\$4,907.30
TOTAL COST OF ALTERNATE BID ADJUSTED FOR CORRECTNESS					\$10,076,073.88		\$11,992,488.82	
ACTUAL ALTERNATE BID PROPOSAL					\$10,076,073.88		\$11,992,488.82	
ADJUSTMENT DIFFERENCE					\$0.00		\$0.00	
COST DIFFERENCE BETWEEN BASE AND ALTERNATE BIDS (CTSUD'S UPGRADE COST)					\$382,154.00		\$639,966.90	

DA On-Call Supplement, B/A, 10/27/09

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for the District Attorney On-Call Supplement.

Background

The DA On-Call Supplement is funded part from the DA Drug Fund and part from the General Fund. This amendment will realize the revenue from the DA Drug Fund to the General Fund to cover the expense.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.380408	Transfer from D/A Drug Fund	\$7,738.25	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 10/19/2009 10:00 AM
 Final Approval Date: 10/21/2009

DA On-Call Supplement (2), B/A, 10/27/09

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the portion of the DA On-Call Supplement paid by the DA Drug Fund.

Background

The DA On-Call Supplement is funded part from the DA Drug Fund and part from the General Fund. This amendment will realize additional expenses to the General Fund for the portion of the supplement budgeted in the DA Drug Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0440.001941	DA On Call Supplement	\$6,500.00	01
	0100.0440.002010	FICA	\$497.25	02
	0100.0440.002020	Retirement	\$741.00	03

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 10/19/2009 10:03 AM
 Final Approval Date: 10/21/2009

Discuss real estate matters

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase or lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for CR 313 project.
 - b) Discuss proposed acquisition of property for right-of-way for CR 104 project.
 - c) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II project.
 - d) Discuss proposed acquisition of property for right-of-way for SH 195 project from .805 to SH 138.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/22/2009 11:27 AM
 Final Approval Date: 10/22/2009

Litigation and Claims

Commissioners Court - Regular Session

Date: 10/27/2009
Submitted By: Prejean Henry, County Attorney
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

1) Litigation or claims or potential litigation or claims against the County or by the County

a) Iglesias Claim – discuss and take appropriate action

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Prejean Henry
 Started On: 10/22/2009 09:59 AM
 Final Approval Date: 10/22/2009