

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
FEBRUARY 2ND, 2010
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 – 12)

5. Consider approving Property Tax Refunds Over \$2,500.00 for the month of December 2009 for the Williamson County Tax Assessor/Collector.
6. Discuss and considering approving a \$100 memorial tree dedication for Ryleigh Michelle Cummings.
7. Consider approving the Treasurer's Report on the Williamson County Finances for December 2009.
8. Consider approving the 2009 Racial Profiling Report for the Sheriff's Office as required by the Criminal Code of Procedure.

9. Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to another County departments and/or to auction/donation/destruction. (Complete list filed with official minutes)
10. Discuss & take appropriate action concerning appointing Dr. Chip Riggins, WCCHD Executive Director/Health Authority to the Health Benefits Committee.
11. Consider reappointing Alan Forster and Jason Yelverton to the board of ESD #9 for two year terms beginning Jan. 1, 2010.
12. Consider approving Deputy R. Coffman for Constable Pct. #1.

REGULAR AGENDA

13. Presentation from Sharon Little to Constable Ruble with an Incentive Award for the Impaired Driver Mobilization program that our office participated in Labor Day of 2009.
14. Hear and take appropriate action on a Resolution honoring the Boy Scouts of America in observance of their 100th Anniversary.
15. Hear presentation and update on Capital Area Housing Finance Corporation.
16. Discuss and take appropriate action on road bond program.
17. Consider authorizing County Judge to execute a Real Estate Contract with Richard Charles Schmickrath and Carol Jean Schmickrath for right-of-way needed on CR 104. (P4)
18. Consider authorizing County Judge to execute a Possession and Use Agreement with Mark A. Shelton and Jamie L. Shelton regarding right-of-way on SH 195. (P58)
19. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
20. Discuss and take action on financial contribution to Clean Air Force of Central Texas for FY 2010.
21. Consider the approval of the WebEOC Managed Hosting Master Services Agreement between ESI and Williamson County.
22. Consider awarding alternate bids received for Bid # 09WC722A, RM 2338 Phase 2, Ronald Reagan Blvd to FM 3405, to the lowest and best bidder meeting specifications- Joe Bland Construction, L.P.
23. Consider authorizing the trade-in of used HVAC chiller at the Cedar Park Annex.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

- 24.** 1. Proposed or potential purchase of lease of property by the County:
- a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
 - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - d) Discuss proposed acquisition of property for right-of-way for CR 104 project.
 - e) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
 - f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
 - g) Discuss proposed acquisition of property for proposed SH 29 project.
 - h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
 - i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
 - j) Discuss proposed acquisition of property for right-of-way on CR 175 from the intersection at CR 177 to RM 2243.
- 25.** Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.)
- 1) Proposed or potential purchase or lease of property by the County
 - Possible purchase of property for County facility or facilities location
 - 2) Proposed or potential purchase, lease or exchange of County-owned property

- Possible sale of County real property

- 26.** Discuss and take appropriate action on real estate.
- 27.** 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.

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

Commissioners Court - Regular Session

Date: 02/02/2010
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 December 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 Dec 09](#)

Form Routing/Status

Form Started By: Cathy Atkinson
Started On: 01/15/2010 04:19 PM
Final Approval Date: 01/28/2010



Date: January 26, 2010
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

3:14 PM

01/13/10

Accrual Basis

Property Tax
Account QuickReport
 As of December 31, 2009

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	12/11/2009	34506	BAC Tax Services Corporation	Multiple Accounts - Over & Double payments	-46,679.31
Check	12/14/2009	34521	SUN COMMUNITIES TEXAS LTD PRTNSHP	Multiple Accounts - Agreed Judgments	-18,843.26
Check	12/15/2009	34624	ABS TX OWNER LP	R344480 - 2007-2008 Agreed Judgment	-24,738.73
Check	12/15/2009	34627	Walgreens	R413947 - 2008 Supplement #15	-24,369.12
Check	12/15/2009	34630	Research Park Prop Trust	R405451 - 2006 Supplement #38	-21,469.01
Check	12/15/2009	34622	STAR GOLF PARTNERS LTD	R403652 - 2007 Supplement #26	-27,768.94
Check	12/15/2009	34621	CPG ROUND ROCK LP & SPG ROUND ROCK NS LP	R471884 - 2007 Supplement #26	-37,481.47
Check	12/15/2009	34623	BMCW SOUTHCENTRAL LP	R457562 - 2008 Supplement #15	-20,202.11
Check	12/15/2009	34641	Gracy Title, a Stewart Company	R363376 - Overpayment	-2,922.30
Check	12/15/2009	34625	ALBERTSONS INC	R413947 - 2006 Supplement #38	-2,867.79
Check	12/15/2009	34626	ABS TX OWNER LP	R413947 - 2007 Supplement #26	-14,054.50
Check	12/15/2009	34629	ABS TX INVESTORS LP	R427402 - 2007 Supplement #26	-8,909.68
Check	12/22/2009	34661	City National Bank of Taylor	R014969 - Double payment	-40,551.62
Check	12/29/2009	34666	GMAC Mortgage	R464737 - Double payment	-5,866.93
Check	12/29/2009	34685	Independence Title Company	R031506 - Overpayment	-3,166.47
Check	12/29/2009	34689	First American Real Estate Tax Service	Multiple Accounts - Over and Double payments	-425,928.52
Check	12/30/2009	34690	Platinum Title Partners, LP	R482065 - Overpayment	-5,412.43
Check	12/30/2009	34696	BAC Tax Services Corporation	Multiple Accounts - Over & Double payments	-25,252.01
Check	12/31/2009	34706	ZC Real Estate Tax Services	Multiple Accounts - Over and Double payments	-19,789.07
Total Refunds Payable - Taxpayers					<u>-776,273.27</u>
TOTAL					<u>-776,273.27</u>

**Discuss and considering approving a \$100 memorial tree dedication for
Ryleigh Michelle Cummings
Commissioners Court - Regular Session**

Date: 02/02/2010
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Consent

Information

Agenda Item

Discuss and considering approving a \$100 memorial tree dedication for Ryleigh Michelle Cummings.

Background

The Williamson County Parks and Recreation Department is in receipt of a total of \$100.00 for the Memorial Tree Program. The donation is for the tree planting program in memory of Ryleigh Michelle Cummings.

A Bur Oak tree will be planted in the Champion Park in Ms. Cummings' memory. The donation was made by "The Bradley Gang" - Michael Foster, Kim Pinksa, Jarod Breclaw, Alexa & Jonathan Edwards, Frank & Liz Bustos, Carlos & Erin Canedo, Rachel Swieczkowski, Karina Bolger, and Donald & Amanda Conner.

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: Jim Rodgers Started On: 01/22/2010 11:02 AM
 Final Approval Date: 01/28/2010

Treasurer's Report on the Williamson County Finances December 2009 Commissioners Court - Regular Session

Date: 02/02/2010
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for December 2009.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Treasurer's Report on the Williamson County Finances December 2009](#)

Form Routing/Status

Form Started By: Celia Villarreal Started On: 01/26/2010 10:00 AM
Final Approval Date: 01/28/2010

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF VIVIAN L. WOOD
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
DECEMBER TERM 2009

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2010, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **DECEMBER 2009**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as **\$388,240,667.98.**

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct .3

Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2010.

Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

By: Deputy

LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance December 31, 2009
GENERAL FUND	\$ 12,000,000.00
TOBACCO FUNDS	\$ 3,265,016.72
CO RECORDS ARCHIVE	\$ 1,000,000.00
DEBT SERVICE	\$ 6,000,000.00
ROAD & BRIDGE	\$ 9,000,000.00
WC SH45 FUND	\$ 1,500,000.00
CAPITAL PROJECTS FUND	\$ 126,979,475.00
TOTAL	\$ 159,744,491.72

**WILLIAMSON COUNTY
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS**

ACCOUNT NAME	TEXPOOL BALANCE 12/31/2009	TEXPOOL PRIME BALANCE 12/31/2009	TEXSTAR BALANCE 12/31/2009	GRAND TOTAL
COURTHOUSE SECURITY	77,432.58			77,432.58
COUNTY RMP	845,253.69			845,253.69
GENERAL FUND	18,034,807.51	44,003,789.32		62,038,596.83
LIBRARY FUND	603,170.64			603,170.64
COURT REPORTER SVC	684,060.35			684,060.35
TOBACCO FUNDS	8,383.23	810,465.87		818,849.10
KARST	1,201,137.57			1,201,137.57
CO RECORD ARCHIVE	605,505.77			605,505.77
ROAD AND BRIDGE	24,386.67	5,875,173.80		5,899,560.47
TOTAL CO'S & BOND	3,051.83	80,003,706.42	4,596,094.07	84,602,852.32
DEBT SERVICE	483,487.19	37,139,938.07		37,623,425.26
BENEFITS	13,114.74	1,076,285.62		1,089,400.36
2008 TAN	97,401.90	8,494,156.28		8,591,558.18
*RESTRICTED FUNDS	1,796,719.31			1,796,719.31
TOTALS	\$ 24,477,912.98	\$ 177,403,515.38	\$ 4,596,094.07	\$ 206,477,522.43

*Includes Child Safety, Records Mgmt/Prsrv Fund County Clerk, Alternate Dispute Resolution Fund, Justice Court Technology

SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation December 31, 2009	
GENERAL FUND	\$	20,306,198.81
PAYROLL	\$	1,635,136.29
CSCD TREASURER	\$	77,318.73
TOTAL	\$	22,018,653.83

Bank Statement Reconciliation Report
Ending December 31, 2009
GENERAL FUND ACCOUNT

BALANCE PER BANK \$ 20,982,881.08

ADD:
OUTSTANDING DEPOSITS \$ 0.00

SUBTRACT:
OUTSTANDING CHECKS \$ (676,682.27)

RECONCILED BANK BALANCE **\$ 20,306,198.81**

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL \$ 20,298,931.05

ADD:
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE
UNTIL JANUARY 2010 \$ 2,414.50

SUBTRACT:
INSUFFICIENT FUNDS CHECKS \$ (110.00)

BANK INTEREST 0.320% \$ 4,963.26

RECONCILED BOOK BALANCE **\$ 20,306,198.81**

TOTAL DIFFERENCE IN BOOK FROM THE BANK **\$ 0.00**

NOTES:

Bank Statement Reconciliation Report
Ending December 31, 2009
PAYROLL FUND ACCOUNT

BALANCE PER BANK	\$	1,724,248.64
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(22,175.35)
ESCROW OUTSTANDING CHECKS	\$	(66,937.00)
ADJUSTMENTS:		

RECONCILED BANK BALANCE	\$	<u>1,635,136.29</u>
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BOOK BALANCE	\$	1,635,136.29
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
BANK INTEREST EARNED \$571.24 at 0.320%		
(Payroll interest is <i>NOT</i> considered revenue by the Auditors.)		
ADJUSTMENTS:		
RETURNED CREDIT	\$	0.00

RECONCILED BOOK BALANCE	\$	<u>1,635,136.29</u>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

Bank Statement Reconciliation Report
Ending December 31, 2009
CSCD ACCOUNT

BALANCE PER BANK	\$	81,403.11
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
 SUBTRACT:		
OUTSTANDING CHECKS	\$	(4,084.38)
 RECONCILED BANK BALANCE	\$	<u>77,318.73</u>

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	76,443.31
ADD:		
OUTSTANDING DEPOSIT	\$	704.70
 SUBTRACT:		
	\$	0.00
 BANK INTEREST 0.320%	\$	170.72
 RECONCILED BOOK BALANCE	\$	<u>77,318.73</u>

TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

GENERAL FUND TOTAL REVENUES

Account Name	TOTAL December 2009
TOTAL TAXES	\$ 44,570,504.00
TOTAL FEES OF OFFICE	\$ 599,048.77
TOTAL FINES AND FORFEITURES	\$ 293,527.89
TOTAL CHARGES FOR SERVICES	\$ 907,692.52
TOTAL INTERGOVERNMENTAL	\$ 99,472.54
TOTAL INVESTMENT INCOME/OTHER	\$ 51,844.54
<hr/>	
TOTAL REVENUES	\$ 46,522,090.26

GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL December 2009
TOTAL GENERAL GOVERNMENT	\$ 2,309,458.57
TOTAL PUBLIC SAFETY	\$ 7,216,225.77
TOTAL JUDICIAL	\$ 1,794,961.66
TOTAL COMMUNITY SERVICES	\$ 1,207,223.33
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TOTAL EXPENDITURES	\$ 12,527,869.33

2009 Racial Profiling Report-SO Commissioners Court - Regular Session

Date: 02/02/2010
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Consider approving the 2009 Racial Profiling Report for the Sheriff's Office as required by the Criminal Code of Procedure.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Racial Profiling Report-2009](#)

Form Routing/Status

Form Started By: Deborah Wolf Started On: 01/26/2010 02:14 PM
Final Approval Date: 01/28/2010



L.C. "TONY" MARSHALL
Chief Deputy

JAMES R. WILSON
WILLIAMSON COUNTY SHERIFF
508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 * Fax (512) 943-1444

ROBERT CHAPMAN
Asst Chief Deputy- Law Enforcement

RICHARD ELLIOTT
Asst Chief Deputy - Corrections

January 13, 2010

Honorable Dan A. Gattis
Williamson County Judge
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

Dear Judge Gattis:

Article 2.132 (7) of the Texas Code of Criminal Procedure requires the annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued citation or arrested for traffic violations and whether or not those individuals were searched. Since the new law provides no clear instruction to a governing body on how to review such data, the Williamson County Sheriff's Office requested this analysis and review to assist the Commissioners Court in reviewing the data.

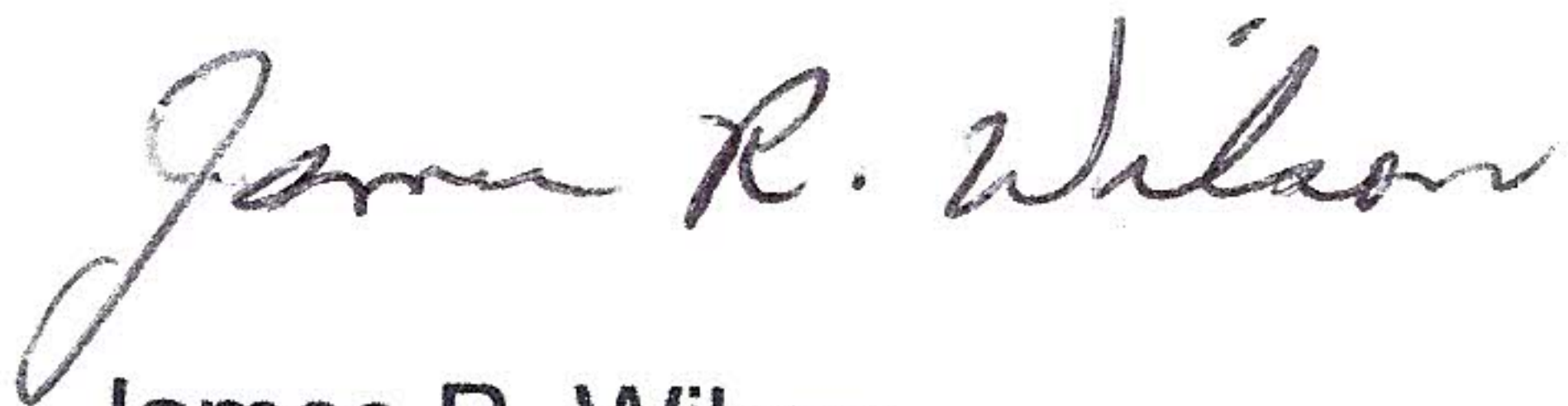
The analysis of material and data from the Williamson County Sheriff's Office revealed the following:

- ◆ A comprehensive review of the Williamson County Sheriff's Office regulations, specifically Section 5.41 outlining the department's policy concerning racial profiling, shows that the Williamson County Sheriff's Office is in compliance with Article 2.132 of the Texas Code of Criminal Procedure.
- ◆ A review of the curriculum presented and supporting documentation reveals that the Williamson County Sheriff's Office is in compliance with Texas law on training and education regarding racial profiling.
- ◆ A review of the documentation produced by the department in both print and electronic form reveals that the department is in compliance with applicable Texas law on the racial profiling complaint process and public education about the complaint process.

- ◆ Analysis of the data reveals that the department is in compliance with applicable Texas law on the collection of racial profiling data.
- ◆ The analysis of statistical information from the Williamson County Sheriff's Office reveals that there are no methodologically conclusive indications of systemic racial profiling by the department.
- ◆ The Williamson County Sheriff's Office is in compliance with applicable Texas law concerning the prohibition of racial profiling.

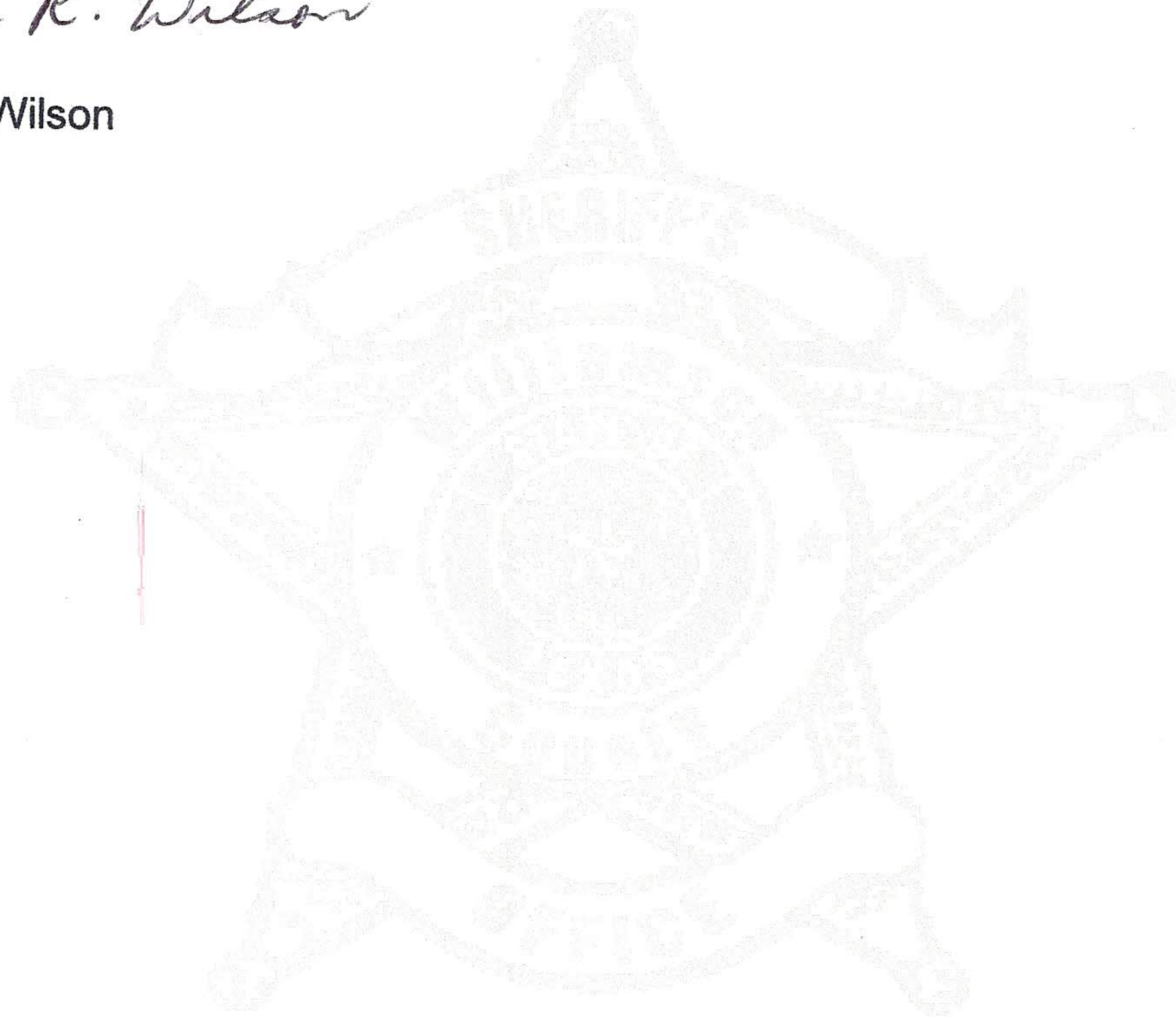
Attached are the 2009 racial profiling statistics used to make this determination. Please let me know if you have any questions.

Sincerely,



James R. Wilson
Sheriff

JRW/dw
Enclosure



2009 Yearly

Williamson

S H E R I F F S Y S T E M
Detention Disposition by Race
Totals For All Agencies Selected
01/01/2009 - 12/31/2009

02:52pm 13 Jan 2010

The Software Group, INC.

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Disposition	Asian	% Race	% Disp	Black	% Race	% Disp
ARREST	4	0.3%	0.4%	173	5.6%	15.2%
Citation	449	37.7%	3.0%	1212	39.4%	8.1%
FIELD OBSERVATION/RELEASE	20	1.7%	3.0%	74	2.4%	10.9%
Warning	868	72.9%	2.9%	2355	76.5%	8.0%
WARRANT ISSUED	0	0.0%	0.0%	0	0.0%	0.0%
# Suspects/Actors	1191	100.0%	3.1%	3078	100.0%	7.9%

Disposition	Hisp.	% Race	% Disp	White	% Race	% Disp
ARREST	339	4.9%	29.8%	619	2.2%	54.4%
Citation	3273	47.5%	21.9%	9868	35.8%	66.0%
FIELD OBSERVATION/RELEASE	135	2.0%	19.9%	445	1.6%	65.7%
Warning	4924	71.4%	16.7%	21093	76.6%	71.6%
WARRANT ISSUED	4	0.1%	44.4%	5	0.0%	55.6%
# Suspects/Actors	6893	100.0%	17.7%	27542	100.0%	70.5%

Disposition	Am.In	% Race	% Disp	Other	% Race	% Disp
ARREST	0	0.0%	0.0%	2	0.7%	0.2%
Citation	25	43.9%	0.2%	129	46.2%	0.9%
FIELD OBSERVATION/RELEASE	0	0.0%	0.0%	3	1.1%	0.4%
Warning	39	68.4%	0.1%	183	65.6%	0.6%
WARRANT ISSUED	0	0.0%	0.0%	0	0.0%	0.0%
# Suspects/Actors	57	100.0%	0.1%	279	100.0%	0.7%

Disposition	Total %	Total
ARREST	2.9%	1137
Citation	38.3%	14956
FIELD OBSERVATION/RELEASE	1.7%	677
Warning	75.5%	29462
WARRANT ISSUED	0.0%	9
Total Suspect/Actors		39040

Examples of how to read this table:

35.8% of white suspects/actors were issued a citation.

Williamson

S H E R I F F S Y S T E M
Detention Disposition by Race
Totals For All Agencies Selected
01/01/2009 - 12/31/2009

02:52pm 13 Jan 2010

The Software Group, INC.

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66.0% of citations were issued to white suspects/actors.
70.5% of all suspects/actors detained were white.

Note: The race totals (e.g., the "White" column) may not add up because multiple dispositions (Stop Result Codes) are allowed per suspect.

Search Status by Race

Totals For All Agencies Selected

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01/01/2009 - 12/31/2009

Search Status	Asian	% Race	% Srch	Black	% Race	% Srch
Consent	11	0.9%	1.7%	53	1.7%	8.1%
K9 SEARCH	1	0.1%	2.0%	3	0.1%	6.1%
No Search	1173	98.5%	3.2%	2846	92.5%	7.7%
Probable Cause	6	0.5%	0.5%	170	5.5%	14.9%
SEARCH WARRANT	0	0.0%	0.0%	5	0.2%	41.7%
UNKNOWN - NO INFO	0	0.0%	0.0%	1	0.0%	33.3%
# Suspects/Actors	1191	100.0%	3.1%	3078	100.0%	7.9%

Search Status	Hisp.	% Race	% Srch	White	% Race	% Srch
Consent	176	2.6%	27.0%	409	1.5%	62.6%
K9 SEARCH	13	0.2%	26.5%	32	0.1%	65.3%
No Search	6332	91.9%	17.0%	26483	96.2%	71.3%
Probable Cause	373	5.4%	32.6%	591	2.1%	51.7%
SEARCH WARRANT	1	0.0%	8.3%	6	0.0%	50.0%
UNKNOWN - NO INFO	1	0.0%	33.3%	1	0.0%	33.3%
# Suspects/Actors	6893	100.0%	17.7%	27542	100.0%	70.5%

Search Status	Am.In	% Race	% Srch	Other	% Race	% Srch
Consent	0	0.0%	0.0%	4	1.4%	0.6%
K9 SEARCH	0	0.0%	0.0%	0	0.0%	0.0%
No Search	57	100.0%	0.2%	271	97.1%	0.7%
Probable Cause	0	0.0%	0.0%	4	1.4%	0.3%
SEARCH WARRANT	0	0.0%	0.0%	0	0.0%	0.0%
UNKNOWN - NO INFO	0	0.0%	0.0%	0	0.0%	0.0%
# Suspects/Actors	57	100.0%	0.1%	279	100.0%	0.7%

Search Status	Total %	Total
Consent	1.7%	653
K9 SEARCH	0.1%	49
No Search	95.2%	37162
Probable Cause	2.9%	1144
SEARCH WARRANT	0.0%	12
UNKNOWN - NO INFO	0.0%	3
Total Suspects/Actors		39040

Williamson

S H E R I F F S Y S T E M

02:59pm 13 Jan 2010

Search Status by Race

Totals For All Agencies Selected

The Software Group, INC.

01/01/2009 - 12/31/2009

Page 4

Examples of how to read this table:

1.5% of white suspects/actors consented to search.

62.6% of consensual searches were to white suspects/actors.

70.5% of all suspects/actors detained were white.

Note: The race totals (e.g., the "White" column) may not add up because multiple
Search Type Codes are allowed per suspect.

Arrests by Race

Totals For All Agencies Selected

The Software Group, INC.

01/01/2009 - 12/31/2009

Detain Type	Asian	% Race	% Det.	Black	% Race	% Det.
Arrested	4	0.3%	0.4%	172	5.6%	15.2%
Released	1187	99.7%	3.1%	2906	94.4%	7.7%
# Suspects/Actors	1191	100.0%	3.1%	3078	100.0%	7.9%

Detain Type	Hisp.	% Race	% Det.	White	% Race	% Det.
Arrested	337	4.9%	29.7%	620	2.3%	54.6%
Released	6556	95.1%	17.3%	26922	97.7%	71.0%
# Suspects/Actors	6893	100.0%	17.7%	27542	100.0%	70.5%

Detain Type	Am.In	% Race	% Det.	Other	% Race	% Det.
Arrested	0	0.0%	0.0%	2	0.7%	0.2%
Released	57	100.0%	0.2%	277	99.3%	0.7%
# Suspects/Actors	57	100.0%	0.1%	279	100.0%	0.7%

Detain Type	Total %	Total
Arrested	2.9%	1135
Released	97.1%	37905
Total Suspects/Actors		39040

Examples of how to read this table:

2.3% of white suspects/actors were arrested.
 54.6% of arrests were white suspects/actors.
 70.5% of all suspects/actors detained were white.

Consent Agenda

Commissioners Court - Regular Session

Date: 02/02/2010
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 through inter-office transfer to another County departments and/or 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 (Originator)	Bob Space	01/28/2010 08:23 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	01/28/2010 09:01 AM	APRV
Form Started By: Ursula Stone			Started On: 01/27/2010 08:29 AM	
Final Approval Date: 01/28/2010				

Form ASCFD1 revision 2/24/09

Williamson County

Asset Status Change Form

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

☒ TRANSFER between county departments ☐ TRADE-IN for new assets of similar type for the county☐ SALE at the earliest auction *☐ DONATION to a non-county entity☐ DESTRUCTION due to
Public Health / Safety

Asset List:

Asset ID	Description	Asset Tag	Current Status	Disposition of Asset
1	Del KEYBOARD MODEL RT7D10	DS-N TH-05690W-37171-2A7-1820		Working

Parties Involved:

FROM (Transferor Department): AUCTION

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Tammy McCuller

Tammy McCuller

Print Name

Print Name

Tammy McCuller

1/12/10

943-3314

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): 560 - LAW ENFORCEMENT INVENTORY

Transferee - Elected Official/Department Head/

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

Contact Person:

L.C. Marshall

PATRICIA AMISON 1.12.10

Print Name

Print Name

L.C. Marshall

1-19-10

+1 (512) 943-1349

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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 _____

Fax 943-1393

Williamson County

Asset Status Change Form

Print Form

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

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ 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	Sharp FO-DC500 , Document Communication System	Ser. # 37103823		Working
1	Hewlett Packard, Laser Jet 4000	Ser. # USEF098095	100200	Non-Working

Parties involved:**FROM** (Transferor Department): Building Maintenance**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Joseph Latteo

James Whetston

Print Name

Print Name

Signature

Date

943-1599

Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction**Transferee - Elected Official/Department Head/****Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)**Contact Person:**

Print Name

Print Name

Signature

Date

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

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

Williamson County

Asset Status Change Form

Print Form

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- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ 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)
1	1997 Sanyo Television Model # DS13630	SN#B7390219245269	no tag#	Non-Working

Parties involved:

FROM (Transferor Department): 570- Corrections/Inmate Trust Fund

Transferor - Elected Official/Department Head/

Authorized Staff:

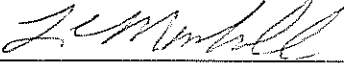
Contact Person:

L.C.Marshall

Maria Barraza 01-11-10

Print Name

Print Name



Signature

Date

+1 (512) 943-1324

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

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

Williamson County

Asset Status Change Form

Print Form

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- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ 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)
1	1994 Sanyo Television Model # DS13430	SN# B4220292202348	no tag#	Non-Working

Parties involved:

FROM (Transferor Department): 570- Corrections- Inmate Trust Fund

* COMMISSARY FUND *

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C. Marshall

Print Name

Signature

Contact Person:

Maria Barraza 01-14-10

Print Name

+1 (512) 943-1324

Phone Number

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

Date

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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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 _____

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 of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☐ 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)
1	Printer Stand			working

Parties involved:FROM (Transferor Department): IT Warehouse ---Auction**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Tony Hill

Tony Hill

Print Name

Print Name

Signature

Date Phone Number

+1 (512) 943-3314

TO (Transferee Department/Auction/Trade-in/Donee): Extension Services**Transferee - Elected Official/Department Head/****Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)**Contact Person:**

Donna Colburn

Donna Colburn

Print Name

Print Name

Signature

Date Phone Number

+1 (512) 943-3300

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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 _____

Williamson County

Asset Status Change Form

Print Form

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

- ☒ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☐ 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)
1	Brown desk			working

Parties involved:

FROM (Transferor Department):

Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Print Name

Tony Hill

Signature

[Signature]

Date

1-26-10

Contact Person:

Print Name

Tony Hill

Phone Number

[Signature]

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

Adult Probation

Transferee - Elected Official/Department Head/

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

Print Name

Kathy Blankenship

Signature

[Signature]

Date

01/26/10

Contact Person:

Print Name

Same

Phone Number

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Williamson County

Asset Status Change Form

Print Form

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- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ 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)
1	Brown desk w/return			working

Parties involved:

FROM (Transferor Department): Adult Probation

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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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 _____

Williamson County

Asset Status Change Form

Print Form

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

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ 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)
	Please see attached list			

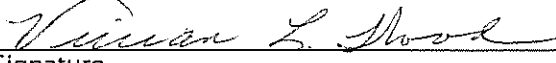
Parties involved:**FROM** (Transferor Department): County Treasurer
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Vivian Wood

Rose Nemec

Print Name

Print Name



+1 (512) 943-1589

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction
**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
approved for Sale or Trade-in, no signature is necessary.)
Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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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 _____

ASSET STATUS CHANGE FORM			
1	Fax Machine - Canon Super G3	working	
	Serial # - JLR24177		
2	15" - 3 Drawer Wood File Cabinets	working	
	497-045 and 497-046		
1	Laptop - Dell - Inspiron - 8200	unknown	
	Serial # - 5VDZK11		
	County Tag # - 36718		
1	PC - Dell Dimension 4550 (497-103)	unknown	
	Serial # - BQ8KP21		
	County Tag #37056		
1	Typewriter - Brother - ML500	unknown	
	Serial # - F1D321545		
1	PC - Dell Dimension 4600 (497-099)	unknown	
	Serial # - 7M9YF31		
	County Tag #37536		
1	PC - Dell Optiplex GX520 (497-102)	unknown	
	Serial # - 46H47B1		
	County Tag #C1197		
1	HP 4100N Laser Printer	unknown	
	Serial # - USBDF06951		
	County Tag #1259		
1	Fellowed Shredder PS70-2CD (497-014	unknown	
1	Olympia Shredder - (497 - 020)	unknown	
5	Keyboards	unknown	

5	Mice			unknown	
2	Sets of Speakers			unknown	
2	Calculators			unknown	
2	Monitors			unknown	
1	Keyboard Drawer			unknown	

Discuss & take appropriate action concerning appointing Dr. Chip Riggins, WCCHD Executive Director/Health Authority to the Health Benefits Committee.

Commissioners Court - Regular Session

Date: 02/02/2010
Submitted By: Lisa Zirkle, Human Resources
Department: Human Resources
Agenda Category: Consent

Information

Agenda Item

Discuss & take appropriate action concerning appointing Dr. Chip Riggins, WCCHD Executive Director/Health Authority to the Health Benefits Committee.

Background

On 1/21/2010, the Williamson County Health Benefits Committee approved making a recommendation to the Commissioner's Court for their appointment of Dr. Chip Riggins as a voting member of the Committee. Dr. Riggins has agreed to serve on the Committee upon the approval of the Court.

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: Lisa Zirkle Started On: 01/27/2010 05:13 PM
 Final Approval Date: 01/28/2010

ESD #9 reappointments

Commissioners Court - Regular Session

Date: 02/02/2010
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider reappointing Alan Forster and Jason Yelverton to the board of ESD #9 for two year terms beginning Jan. 1, 2010.

Background

Currently there are 3 commissioners on the board. Alan Forster has been on the ESD Board #9 since its inception and is currently serving as the president and he would like to continue to serve on the board. Jason Yelverton has served on the board with Mr. Forster since its inception would also like to continue to serve.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Alan Forster](#)

Link: [JasonYelverton](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 01/27/2010 02:43 PM

Final Approval Date: 01/28/2010

Mary:

I am requesting to be reappointed to the ESD9 as a commissioner. I have been active as a commissioner since the formation of ESD9 including serving as Treasurer and President. Prior to the formation of the ESD9, I served as both Treasurer and President of the Vista Oaks Owners Association. Together with Commissioners Yelverton and Garcia I have worked hard to establish ESD9.

In 1994 I moved to Vista Oaks, part of ESD9, with my wife Carolyn. We have (4) children. We both actively volunteer in our community supporting our neighborhood association and our school(s).

Please review my business profile for additional background:
<http://www.linkedin.com/in/alanforster>

Alan Forster

(512) 751-2502 voice
(512) 597-0854 fax

From: Jason Yelverton
[yelvertonjason@sbcglobal.net]
Sent: Tuesday, January 26, 2010 6:14 PM
To: Mary Clark
Subject: Reassignment

Mrs. Clark,

I appreciate you contacting me this evening regarding reassignment to the ESD#9 board. I intend to stay committed to ESD#9 as long as you will have me.

Thank you,

Jason Yelverton

New Hire Commissioners Court - Regular Session

Date: 02/02/2010
Submitted By: Mike Turek, Constable Pct. #1
Submitted For: Mike Turek
Department: Constable Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider approving Deputy R. Coffman for Constable Pct. #1.

Background

This consent is for the hiring of Deputy R. Coffman. Dep. Coffman will transfer his current employment from Williamson County Pct 2 Constable. Dep. Coffman has been in Law Enforcement since 1994. Dep. Coffman is TCLEOSE certified Firearms Instructor and holds a Civil Profeciency certificate.

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: Mike Turek
Started On: 01/25/2010 08:45 AM
Final Approval Date: 01/28/2010

Incentive Award Presentation Commissioners Court - Regular Session

Date: 02/02/2010
Submitted By: Edward Thomison, Constable Pct. #4
Submitted For: Edward Thomison
Department: Constable Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Presentation from Sharon Little to Constable Ruble with an Incentive Award for the Impaired Driver Mobilization program that our office participated in Labor Day of 2009.

Background

The Commissioners Court approved the funds for the TXDOT Grant that was awarded to Constable Marty Rubles Office on 1/26/2010.

TXDOT Traffic Safety Specialist: Sharon Little would like to Present Constable Ruble with an Incentive Award for the Impaired Driver Mobilization program that our office participated in Labor Day of 2009.

Sharon Little along with Bill Schwettmann who is with TMPA (Texas Municipal Police Association) would like to do this presentation on 2/2/2010 at 09:30 A.M. in Commissioners Court. This presentation is in regards to the previous information regarding the grant that was awarded to our office that was submitted to you for approval.

This was approved in Commissioners Court on 1/26/2010.

I respectfully request your approval for this award to be presented to Constable Ruble on 2-2-2010 at 09:30 A.M.

Thank You for your time.

Lieutenant Edward Thomison Precinct 4 Constable Office williamson County.

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: Edward Thomison Started On: 01/28/2010 11:11
AM

Final Approval Date: 01/28/2010

Resolution honoring Boy Scouts

Commissioners Court - Regular Session

Date: 02/02/2010
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear and take appropriate action on a Resolution honoring the Boy Scouts of America in observance of their 100th Anniversary.

Background

The Boy Scouts of America (BSA) was founded by Chicago publisher William Boyce on February 8, 1910. Since its founding as part of the international Scout Movement, more than 110 million Americans have been members of the BSA. The BSA goal is to train youth in responsible citizenship, character development, and self-reliance through participation in a wide range of outdoor activities, educational programs, and, at older age levels, career-oriented programs in partnership with community organizations.

Boy Scouting is well represented in Williamson County. Four districts of the Capitol Area Council serve various areas of the county - Blackland Prairie District, Chisholm Trail District, North Shore District and the San Gabriel District. Cub Scout Packs, Boy Scout Troops, Venturing Crews, Varsity Teams and Explorer Posts are sponsored by many churches and civic organizations throughout the county.

Williamson County Parks and Recreation has been the beneficiary of many Eagle Scout projects and other service projects and Scouting Units provide many hours of service to communities and groups.

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: Gary Boyd
 Started On: 01/28/2010 07:49 AM
 Final Approval Date: 01/28/2010

Capital Area Housing Finance Update Commissioners Court - Regular Session

Date: 02/02/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation and update on Capital Area Housing Finance Corporation.

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: 01/28/2010 11:05 AM
Final Approval Date: 01/28/2010

Schimickrath Real Estate Contract - CR 104 (P4)

Commissioners Court - Regular Session

Date: 02/02/2010
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 Richard Charles Schmickrath and Carol Jean Schmickrath for right-of-way needed on CR 104. (P4)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Schimickrath RE Contract - CR 104 \(P4\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 01/28/2010 09:57 AM
Final Approval Date: 01/28/2010

REAL ESTATE CONTRACT
CR 104 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH (referred to in this Contract as "Seller") 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 0.107 acre tract of land, more or less, out of the Woodruff Stubblefield Survey, Abstract No. 556, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein. (Parcel 4); and

Waterline easement interest in and across of that certain 0.046 acre tract of land, more or less, being out of the Woodruff Stubblefield Survey, Abstract No. 556, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein. (Parcel 4WE); and

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", 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, and compensation for any damages to the remaining property of Seller, shall be the sum of TWO THOUSAND and 00/100 Dollars (\$2,000.00).

2.01.1. As Additional Compensation Purchaser shall pay the amount of TWO THOUSAND SIX HUNDRED FORTY and 00/100 Dollars (\$2,640.00) for the purchase of any improvements or the replacement of fencing of Seller.

Special Provisions and Additional Consideration

2.02. As an obligation which shall survive the closing of this transaction, within 30 days after the closing of this transaction Purchaser shall complete any relocation or replacement of fencing which is required to contain livestock or other animals on the remaining property of Seller so as not to interfere with any road construction activities on the Property by Purchaser.

2.02.1 As an obligation which shall survive the closing of this transaction, Purchaser agrees that prior to the issuance by Purchaser of a certificate of completion for construction of the proposed CR 104 improvements, Purchaser and its contractors or agents shall comply with any TCEQ requirements or regulations for erosion control devices or procedures during roadway construction projects, and shall remove any debris or other material which prevents Seller from crossing the existing low water crossing/driveway and accessing its remaining property which are deposited and which are caused by and result from the CR104 construction project activities.

Payment of Purchase Price

2.03. The Purchase Price and Additional Compensation, if any, shall be payable in cash at the closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

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 Texas American Title Company on or before February 8, 2010, 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 Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", and a duly executed and acknowledged Waterline Easement in and across the property described in Exhibit "B", 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.

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

(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 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
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

(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, if any.

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 in Article IX hereof. 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.

[signature page follows]

SELLER:


Richard Charles Schmickrath

Date: 1-25-10

Address: 1011 CR 104

Georgetown, TX
78626


Carol Jean Schmickrath

Date: 1-25-10

Address: 1011 CR 104

Georgetown, TX 78626

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT

tabbier

A

PERIMETER DESCRIPTION

SCHMICKRATH

BEING 0.107 of an acre (4,646 Square Feet) of land, situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas, said land being a portion of that certain tract of land, called 11.22 acres, as conveyed to Richard Charles Schmickrath and wife, Carol Jean Schmickrath, by deed as recorded in Volume 1729, Page 380, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of February, 2009, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the east line of County Road No. 104, marking the Northwest corner of the above-referenced 11.22 acre Schmickrath tract, being on the west line of an area called Bacchus Park as shown on the plat of 5RM Ranch Subdivision, a subdivision of record in Cabinet B, Slide 220, of the Plat Records of Williamson County, Texas, for the most northerly corner hereof;

THENCE, S 03°47'45" W, 131.47 feet, to an iron pin set on the south line of the said 11.22 acre Schmickrath tract, being the north line of that certain Tract I, called 62.00 acres, as conveyed to David Curtis Belt and Patricia Carol Belt, husband and wife, by deed recorded in Volume 2206, Page 720, of the Official Records of Williamson County, Texas, for the Southeast corner hereof;

THENCE, N 85°05'30" W, 69.23 feet, to a nail found on the said east line of County Road No. 104, marking the Southwest corner of the said 11.22 acre Schmickrath tract, being the Northwest corner of the said 62.00 acre Belt Tract I, being on the West line of the said Bacchus Park, for the Southwest corner hereof;

THENCE, along the said east line of County Road No. 104, N 30°17'30" E, 49.20 feet, to a calculated point and N 32°34'00" E, 98.22 feet, to the Place of BEGINNING and containing 0.107 of an acre (4,646 Square Feet) of land.

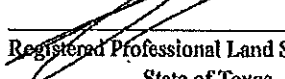
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described here on and is correct, and 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 March, 2009, A.D.



Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas
Project No. 21120-2 Schmickrath



STEGE CABIZZELL
1978 S. Austin Ave
Georgetown, TX 78626
(512) 930-9412

SURVEY PERFORMED FOR WILLIAMSON COUNTY, TEXAS, RIGHT-OF-WAY ACQUISITION
 IMPROVEMENT SURVEY OF A PORTION OF THE SCHMICKRATH TRACT SITUATED IN THE WOODRUFF
STUBBLEFIELD SURVEY, ABSTRACT No. 556
 OF RECORD IN VOLUME 1729, PAGE 380 OF THE DEED RECORDS OF
WILLIAMSON COUNTY COUNTY TEXAS.

PERIMETER DESCRIPTION:

X ATTACHED
 NOT REQUIRED

SCALE: 1"=100'

0 25 50 75 100
 SCALE IN FEET

9.46 AC
 WAYNE M. GATTIS and
 wife, GLENDA R. GATTIS
 514/251

0.65 AC
 JAMES A. JR.
 and wife, MARIE J.
 SCHROEDER
 1594/760

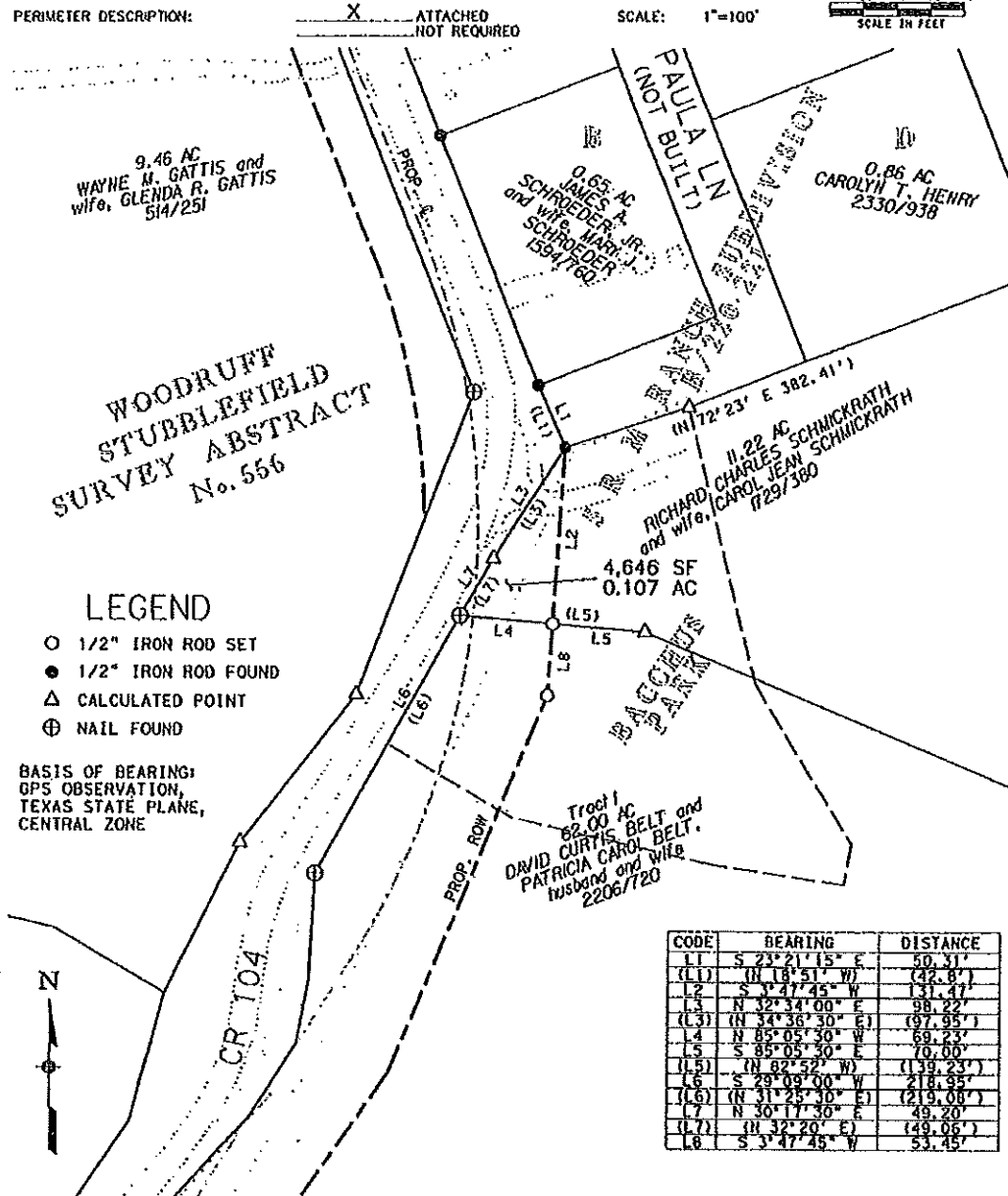
0.86 AC
 CAROLYN T. HENRY
 2330/938

WOODRUFF
 STUBBLEFIELD
 SURVEY ABSTRACT
 No. 556

LEGEND

- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ⊕ NAIL FOUND

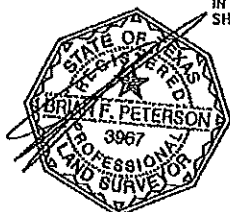
BASIS OF BEARING:
 GPS OBSERVATION,
 TEXAS STATE PLANE,
 CENTRAL ZONE



CODE	BEARING	DISTANCE
L1	S 23° 21' 15" E	50.31'
(L1)	(N 18° 51' W)	(42.8')
L2	S 3° 47' 45" W	131.47'
L3	N 32° 34' 00" E	98.22'
(L3)	(N 54° 36' 30" E)	(97.95')
L4	N 85° 05' 30" W	69.23'
L5	S 85° 05' 30" E	70.00'
(L5)	(N 82° 52' W)	(139.23')
L6	S 29° 09' 00" W	218.95'
(L6)	(N 31° 25' 30" E)	(219.08')
L7	N 30° 17' 30" E	49.20'
(L7)	(N 32° 20' E)	(49.05')
L8	S 3° 47' 45" W	53.45'

I, BRIAN F. PETERSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION AND DIRECTION ON THE 22 DAY OF SEPTEMBER, 2009; THE PROPERTY PLATTED HEREON IS CORRECT AND THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCRoACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON.

FLOOD STATEMENT: I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION'S FLOOD HAZARD MAP FOR WILLIAMSON COUNTY, TEXAS, COMMUNITY NO. 48491 EFFECTIVE DATE OF SEPTEMBER 26, 2008 AND THAT MAP INDICATES THAT THIS PROPERTY IS NOT WITHIN ZONE A (SPECIAL FLOOD HAZARD AREA) AS SHOWN ON PANEL C0325E OF SAID MAP. WARNING: IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OF NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



STEGEROBIZZELL

APPROX 1878 S. AUSTIN AVENUE GEORGETOWN, TX 75244
 PHONE 618-600-8112 FAX 618-600-8118 WWW.STEGEROBIZZELL.COM
 SURVEYORS PLANNERS ENGINEERS

JOB NO. 21120-2

EXHIBIT

B

PERIMETER DESCRIPTION

SCHMICKRATH EASEMENT - WL

BEING 0.046 of an acre (2,019 Square Feet) of land, situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas, said land being a portion of that certain tract of land, called 11.22 acres, as conveyed to Richard Charles Schmickrath and wife, Carol Jean Schmickrath, by deed as recorded in Volume 1729, Page 380, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of February, 2009, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the east line of County Road No. 104, marking the Northwest corner of the above-referenced 11.22 acre Schmickrath tract; being on the west line of an area called Bacchus Park as shown on the plat of SRM Ranch Subdivision, a subdivision of record in Cabinet B, Slide 220, of the Plat Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the north line of the said 11.22 acre Schmickrath tract, N 72°07'45" E, 16.14 feet, to a point for the Northeast corner hereof;

THENCE, S 03°47'45"W, 137.72 feet, to a point on the south line of the said 11.22 acre Schmickrath tract, being the north line of that certain Tract I, called 62.00 acres, as conveyed to David Curtis Belt and Patricia Carol Belt, husband and wife, by deed as recorded in Volume 2206, Page 720, of the Official Records of Williamson County, Texas, for the Southeast corner hereof;

THENCE, along the said south line of the 11.22 acre Schmickrath line being the north line of the said 62.00 acre Belt Tract I, N 85°05'30" W, 15.00 feet, to an iron pin set for the Southwest corner hereof;

THENCE, N 03°47'45" E, 131.47 feet, to the Place of BEGINNING and containing 0.046 of an acre (2,019 Square Feet) of land.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described here on and is correct, and 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 March, 2009, A.D.

Brian F. Peterson

Registered Professional Land Surveyor, No. 3967

State of Texas

Project No. 21120-2 Schmickrath



STEGERY BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626
(512) 930-9412

SURVEY PERFORMED FOR WILLIAMSON COUNTY, TEXAS, WATER LINE E MENT ACQUISITION
 IMPROVEMENT SURVEY OF A PORTION OF THE SCHMICKRATH TRACT SITUATED IN THE WOODRUFF
STUBBLEFIELD SURVEY, ABSTRACT No. 556

OF RECORD IN VOLUME 1728, PAGE 380 OF THE DEED RECORDS OF
WILLIAMSON COUNTY COUNTY TEXAS.

PERIMETER DESCRIPTION:

X ATTACHED
 NOT REQUIRED

SCALE: 1"=100'

0 25 50 75 100
 SCALE IN FEET

9.46 AC
 WAYNE N. GATTIS and
 wife, GLENDA R. GATTIS
 514/251

0.65 AC
 JAMES A. SCHROEDER
 and wife, MARY L. SCHROEDER
 1594/780

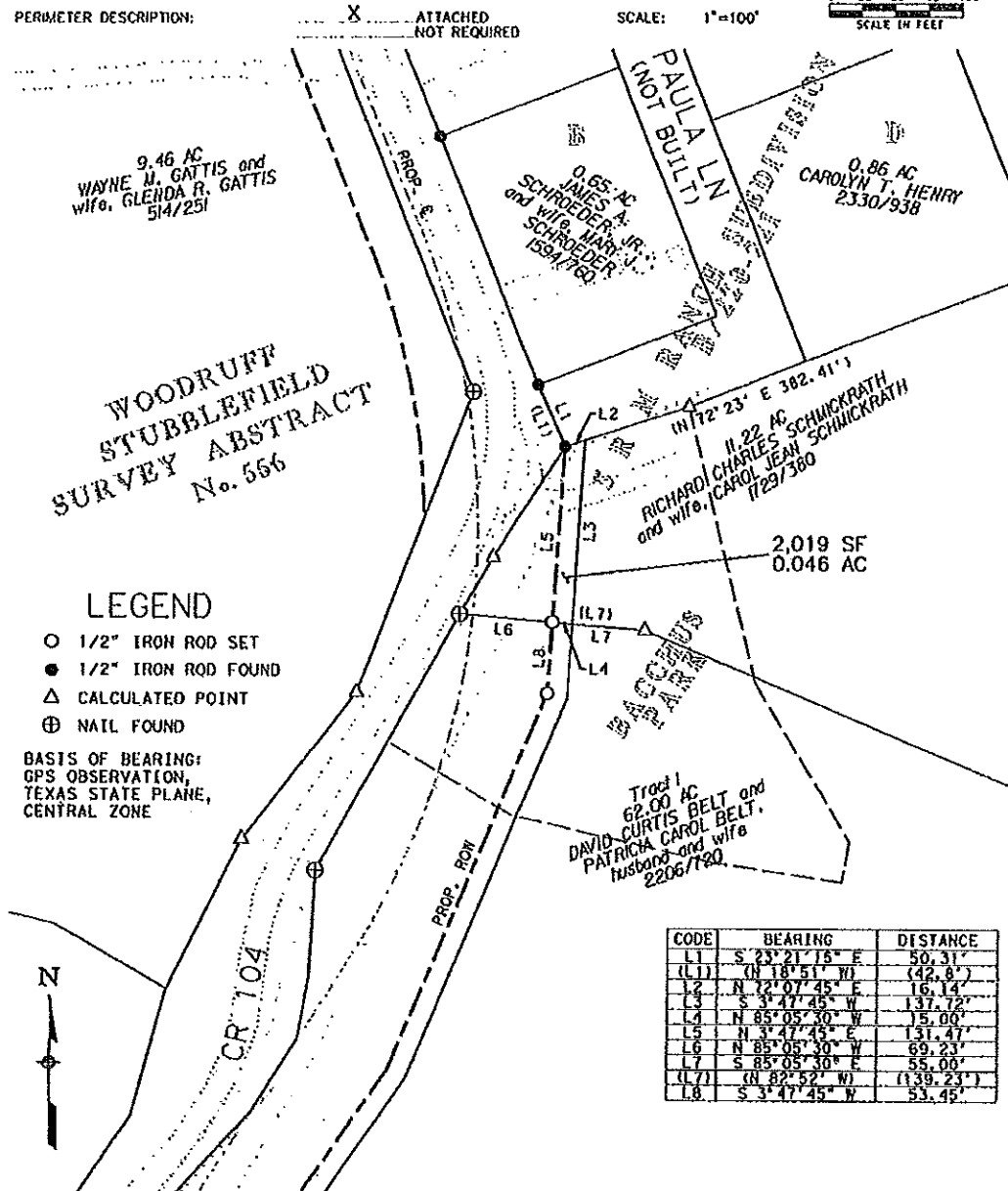
0.86 AC
 CAROLYN T. HENRY
 2330/938

WOODRUFF
 STUBBLEFIELD
 SURVEY ABSTRACT
 No. 556

LEGEND

- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ⊕ NAIL FOUND

BASIS OF BEARING:
 GPS OBSERVATION,
 TEXAS STATE PLANE,
 CENTRAL ZONE

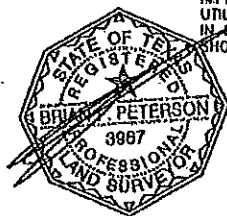


Tract 1
 62.00 AC
 DAVID CURTIS BELT and
 PATRICIA CAROL BELT,
 husband and wife
 2206/720

2,019 SF
 0.046 AC

CODE	BEARING	DISTANCE
L1	S 23° 21' 18" E	50.31'
(L1)	(N 18° 51' W)	(42.8')
L2	N 72° 07' 45" E	16.14'
L3	S 3° 47' 45" W	137.72'
L4	N 85° 05' 30" W	15.00'
L5	N 3° 47' 45" E	131.47'
L6	N 85° 05' 30" W	69.23'
L7	S 85° 05' 30" E	55.00'
(L7)	(N 82° 52' W)	(139.23')
L8	S 3° 47' 45" W	53.45'

I, BRIAN F. PETERSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION AND DIRECTION ON THE 12th DAY OF MAY, 2009; THE PROPERTY PLATTED HEREON IS CORRECT AND THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON.

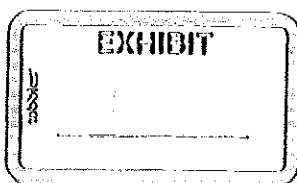


FLOOD STATEMENT: I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION'S FLOOD HAZARD MAP FOR WILLIAMSON COUNTY, TEXAS, COMMUNITY NO. 48491 EFFECTIVE DATE OF SEPTEMBER 26, 2008 AND THAT MAP INDICATES THAT THIS PROPERTY IS NOT WITHIN ZONE A (SPECIAL FLOOD HAZARD AREA) AS SHOWN ON PANEL C03256 OF SAID MAP. WARNING: IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

STEGER BIZZELL

ADDRESS 1873 B. AUSTIN AVENUE GEORGETOWN, TX 75228
 PHONE 612.853.8112 FAX 612.853.8118 WEB SITE STEGERBIZZELL.COM
 SERVICES >>> ENGINEERS >>> PLANNERS >>> SURVEYORS

JOB NO. 21120-2



SPECIAL WARRANTY DEED
CR 104 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 is 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 County Road 104 roadway 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 RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH, 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 Williamson County, Texas 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 0.107 acre of land, more or less, situated in the Woodruff Stubblefield Survey, Abstract No. 556, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein

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.

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 Williamson County, 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 Williamson County, 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 25th day of January, 2010.

GRANTOR:



Richard Charles Schmickrath



Carol Jean Schmickrath

ACKNOWLEDGMENT

STATE OF TEXAS

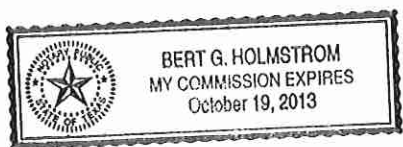
§

COUNTY OF Williamson

§

§

This instrument was acknowledged before me on this the 25th day of January, 2010 by Richard Charles Schmickrath and Carol Jean Schmickrath, 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

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge Dan A. Gattis
County Courthouse
701 Main Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:



WATERLINE EASEMENT

THE STATE OF TEXAS

§
§
§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL, DEDICATE and CONVEY unto JONAH WATER SPECIAL UTILITY DISTRICT ("Grantee") certain rights and interests in the nature of a perpetual waterline easement to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove lines, facilities and improvements, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris which interfere with the purposes of the easement therefrom, in, upon, over, under, above and across the following described property, to-wit:

All that 0.046 acre tract of land situated in the Woodruff Stubblefield Survey, Abstract No. 536, Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of waterline facilities, to-wit: lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, drainage pipes and all other subsurface waterline structures, and any necessary accessories or operations.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The easement, rights and privileges granted herein are exclusive, and Grantor covenants that it will not convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the facilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the facilities thereon.

Grantor further grants to Grantee:

- (a) the right to remove any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of any waterline structure, improvement or facility;
- (b) the right of ingress to and egress from the easement over and across Grantor's property, if necessary, by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor;
- (c) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the easement and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the opinion of Grantee may be a hazard to any of the facilities thereon, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder.
- (e) the right to mark the location of the easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use of the easement.

Grantee hereby covenants and agrees:

- (a) Grantee shall either cause to be replaced, or provide compensation for replacement of, any fence on Grantor's property which is relocated as a result of the activities described herein;
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's property;
- (c) To the extent allowed by law Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.


Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said waterline facilities, and for making connections therewith; all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises which are outside the scope, purposes, or required use of the easement as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 25th day of January, 2010.

GRANTOR:



Richard Charles Schmickrath



Carol Jean Schmickrath

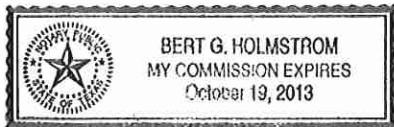
ACKNOWLEDGMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 25th day of January, 2010, by Richard Charles Schmickrath and Carol Jean Schmickrath, in the capacity and for the purposes and consideration therein expressed.



Bert G. Holmstrom
Notary Public, State of Texas

Prepared in the Office of:

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

After recording please return to:

Shelton Possession and Use Agreement - SH 195 (P58)

Commissioners Court - Regular Session

Date: 02/02/2010
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 Possession and Use Agreement with Mark A. Shelton and Jamie L. Shelton regarding right-of-way on SH 195. (P58)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Shelton PUA - SH 195 \(P58\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 01/28/2010 10:03 AM
Final Approval Date: 01/28/2010

POSSESSION AND USE AGREEMENT
SH 195

STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

WHEREAS, MARK A. SHELTON and JAMIE L. SHELTON, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, and the STATE OF TEXAS, acting by and through Williamson County, and its contractors and assigns, "collectively GRANTEE", plan to acquire a fee simple interest in the tract(s) of land described in Exhibits "A-B" (parcel 58, part 1-2), whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the State Highway 195 roadway improvements and utility relocation (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the agreement at the request of GRANTOR to postpone the Special Commissioners Hearing currently scheduled for February 3, 2010, and in further consideration of the payment of the sum of TWENTY EIGHT THOUSAND FIVE HUNDRED THIRTY NINE and 00/100 Dollars (\$28,539.00), which compensation amount represents 90% of the estimated compensation for the acquisition of the Property to be acquired and any damages to the remaining property and which shall be paid to GRANTEE on or b, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibits "A-B" ("Property").

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, or that any necessary and proper releases will be executed for the Property prior to or simultaneously with the first payment of funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances that are known to GRANTEE and that affect the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibits "A-B", and any other real property situated on Exhibits "A-B" or on the remainder property adjacent to Exhibits "A-B" to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibits "A-B".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:


1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE, including but not limited to the right to seek additional compensation for the acquisition of the Property described herein.
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of final execution of this document by all of the parties.

5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.
6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.
7. GRANTEE agrees that once the GRANTOR, in writing, asks for a special commissioner's hearing to be scheduled, the parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the GRANTOR'S request. Any award that exceeds \$28,539.00 will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees other than identified herein.

Executed this the 20 day of January, 2010.

GRANTOR:


Mark A. Shelton

Address: 925 Allday
Rockdale TX
76567


Jamie L. Shelton

Address: 925 Allday
Rockdale TX
76567

GRANTEE:

WILLIAMSON COUNTY, TEXAS

County Judge Dan A. Gattis
Williamson County, Texas

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Texas

This instrument was acknowledged before me on this the 20 day of January, 2010
by Mark A. Shelton and Jamie L. Shelton, in the capacity and for the purposes and consideration
recited herein.



Hilda B. Hernandez
Notary Public, State of Texas
Printed Name: Hilda B Hernandez
My Commission Expires: 1/14/2013

STATE OF TEXAS

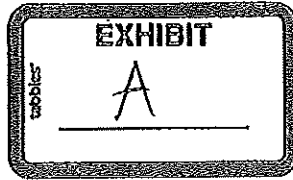
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____,
2010 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and
consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664



Page 1 of 3 Pages
February 17, 2009

County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0440-01-037

Property Description
for Parcel 58 Part 1

BEING a 0.190 (8,260 square feet) acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646, and being part of the two most westerly 0.50 acre tracts described (four contiguous 0.50 acre tracts described in deed) in a deed from James B. Johnson to Mark Shelton by deed dated November 12, 2004 and recorded in Document No. 2004088914 of the Williamson County Deed Records;

COMMENCING at a found 1/2 inch iron rod, being 567.11 feet right of Proposed Baseline Station 1055+28.37, on the existing east right-of-way line of Brizendine Avenue for the northwest corner of a 10.5 acre tract of land conveyed from John Carlton Brizendine to Peggy Sue Brizendine by deed dated August 29, 2001 and recorded in Document No. 2001078727 of the Williamson County Deed Records, and the southwest corner of a tract of land described as 1.00 acre conveyed from Jacky Don Duquette, et ux Mellisa Sue Duquette, to Michael Bieren and wife, Deanna Bieren, by deed dated May 25, 2001 and recorded in Document No. 2001036826 of the Williamson County Deed Records;

THENCE North 68° 53' 03" East a distance of 208.71 feet, along the south line of said 1.00 acre tract, to a 1/2" iron rod found for the southeast corner of said 1.00 acre tract and for the southwest corner of most westerly 0.50 acre tract of the above referenced 0.50 acre tracts;

THENCE North 20° 55' 01" West a distance of 161.29 feet, to a set 5/8 inch iron rod with a yellow plastic cap marked "RODS SURVEYING, INC.", being 337.64 feet right of Proposed Baseline Station 1053+97.39, for the POINT OF BEGINNING;

- (1) THENCE North 20° 55' 01" West a distance of 47.05 feet, along the east line of said 1.00 acre tract and the west line of said most westerly 0.50 acre tract, to a found 1/2 inch iron rod for the northeast corner of said 1.00 acre tract and the most northwesterly corner of said 10.5 acre tract on the existing south right-of-way line of Williamson County Road No. 229;

- (2) THENCE North $68^{\circ} 48' 43''$ East a distance of 163.85 feet, along the existing south right-of-way line of said Williamson County Road No. 229 and the north line of the two most westerly 0.50 acre tracts referenced in the aforementioned deed, to a set Texas Department of Transportation Type II concrete monument, being 168.69 feet right of Proposed Baseline Station 1053+73.13;
- (3) THENCE South $33^{\circ} 06' 30''$ East a distance of 51.75 feet, along the proposed west right-of-way line of State Highway 195 and a Control of Access line, crossing a 0.50 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.00 feet right of Proposed Baseline Station 1054+24.75;
- (4) THENCE South $69^{\circ} 59' 12''$ West a distance of 174.80 feet, along the proposed south right-of-way line of said Williamson County Road No. 229, crossing said two most westerly 0.50 acre tracts, to the POINT OF BEGINNING and containing 0.190 acres (8,260 square feet) of land.

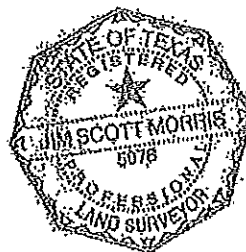
Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property;

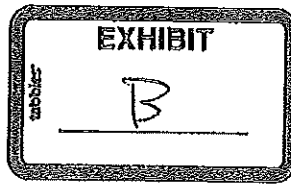
A plat of even survey date herewith accompanies this property description.

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring, Texas 77379
Phone (281) 379-6388

Scott Morris 2-17-2009
Scott Morris, Registered Professional Land Surveyor, No. 5076 Date



ISSACAN: FLET.



Page 1 of 3 Pages
February 17, 2009

County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0440-01-037

Property Description
for Parcel 58 Part 2

BEING a 1.144 acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646, and being part of four 0.50 acre tracts of land described in a deed from James E. Johnson to Mark Shelton by deed dated November 12, 2004 and recorded in Document No. 2004088914 of the Williamson County Deed Records;

COMMENCING at a found 1/2 inch iron rod, being 360.23 feet right of Proposed Baseline Station 1055+57.12, for the southwest corner of the most westerly 0.50 acre tract referenced above, and the southeast corner of a tract of land described as 1.00 acre conveyed from Jacky Don Duquette and wife, Mellisa Sue Duquette, to Michael Bieren and wife, Deanna Bieren, by deed dated May 25, 2001 and recorded in Document No. 2001036826 of the Williamson County Deed Records;

THENCE North 68° 50' 11" East a distance of 187.46 feet, along the south line of the two most westerly 0.50 acre tracts, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 174.68 feet right of Proposed Baseline Station 1055+82.70, for the POINT OF BEGINNING and being a Control of Access line;

- (1) THENCE North 25° 30' 50" West a distance of 158.24 feet, along the proposed west right-of-way line of said State Highway 195 and said Control of Access line, crossing said 0.50 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.00 feet right of Proposed Baseline Station 1054+24.75;
- (2) THENCE North 33° 06' 30" West a distance of 51.75 feet, along the proposed west right-of-way line of said State Highway 195 and said Control of Access line and crossing said 0.50 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 168.69 feet right of Proposed Baseline Station 1053+73.13;
- (3) THENCE North 68° 48' 43" East a distance of 253.51 feet, along the existing south right-of-way line of said Williamson County Road No. 229 and the north line of said 0.50 acre tracts, to a found 1/2 inch iron rod for the northeast corner of the most easterly 0.50 acre tract of the aforementioned four 0.50 acre tracts;

- (4) THENCE South $20^{\circ} 55' 27''$ East a distance of 208.52 feet, along the east line of the most easterly 0.50 acre tract, to a found $1/2''$ iron rod for the southeast corner of said most easterly 0.50 acre tract;
- (5) THENCE South $68^{\circ} 50' 11''$ West a distance of 229.93 feet, along the south line of said 0.50 acre tracts, to the POINT OF BEGINNING and containing 1.144 acres of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

A plat of even survey date herewith accompanies this property description.

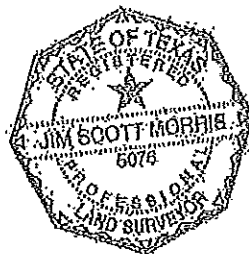
Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring, Texas 77379
Phone (281) 379-6388

Scott Morris

Scott Morris, Registered Professional Land Surveyor, No. 5076

2-17-2009

Date



Jester Annex Commissioners Court - Regular Session

Date: 02/02/2010
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: 01/26/2010 06:12 PM
Final Approval Date: 01/28/2010

Clean Air Force of Central Texas for FY 2010 Commissioners Court - Regular Session

Date: 02/02/2010
Submitted By: Linda Wipff, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on financial contribution to Clean Air Force of Central Texas for FY 2010.

Background

The Clean Air Force of Central Texas (CAF) and Williamson County have partnered in responding to the air quality planning and education needs of the region. The Board of the CAF requests continued professional and financial support from Williamson County. The county's contribution is combined with other resources across a five-county region to support CAF and enable them to continue educational outreach and technical analysis programs in Central Texas.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Invoice](#)

Form Routing/Status

Form Started By: Linda Wipff Started On: 01/27/2010 10:12 AM
 Final Approval Date: 01/28/2010

WEbEOC Managed Hosting Master Service Agreement Commissioners Court - Regular Session

Date: 02/02/2010
Submitted By: Jarred Thomas, Emergency Management
Submitted For: Jarred Thomas
Department: Emergency Management
Contract Oversight: County Attorney
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider the approval of the WebEOC Managed Hosting Master Services Agreement between ESI and Williamson County.

Background

Prior to October of 2009 Williamson County managed, maintained, and updated it's instance of WebEOC. Currently Williamson County's instance of WebEOC is hosted, updated, and maintained by ESI and this new contract reflects these changes and outlines the services provided by ESI. This contract has been reviewed and approved by the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link:

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Attorney	Prejean Henry	01/28/2010 12:15 PM	APRV
2	Jim Gilger	Jim Gilger	01/28/2010 01:10 PM	APRV
3	Budget	Ashlie Koenig	01/28/2010 02:37 PM	APRV
4	County Judge Exec Asst.	Wendy Coco	01/28/2010 02:55 PM	APRV

Form Started By: Jarred Thomas

Started On: 01/28/2010 11:35 AM

Final Approval Date: 01/28/2010

WebEOC Managed Hosting Master Services Agreement

This Master Services Agreement, effective this ____ day of _____ 20____, is made by and between ESi Acquisition, Inc., (hereinafter referred to as “ESi”), a Delaware corporation, having its principal place of business at 823 Broad Street, Augusta, Georgia, 30901 and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as “Customer”) which has its principal place of business at 710 Main Street, Suite 101, Georgetown, Texas 78626.

WHEREAS: ESi is an Application Service Provider that makes available managed hosting services, for a fee, to entities holding a valid license to WebEOC and other ESi-licensed software;

WHEREAS: The Customer holds a valid license to WebEOC; and

WHEREAS: The Customer seeks to engage ESi as its Application Service Provider for WebEOC.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

(a) “Agreement” means this Agreement and its Exhibits, the WebEOC End User License Agreement (EULA), license agreements for all other software used in performance of the Agreement, any purchase order issued under this Agreement, and any other signed writings between the parties concerning this Agreement.

(b) “Application Service Provider” means an entity that maintains a shared hardware environment for the purpose of hosting and maintaining software and data on behalf of customers.

(c) “ASP Environment” means the facility and Hosted Systems used by the Application Service Provider to deliver the Hosting Services.

(d) “Availability” means Application Service Provider site availability, or the capability for the Customer and/or any of its authorized users to access the Hosted System and/or deliver “.html” formatted pages successfully through an internet connection exclusive of processes, hardware and software beyond the control of ESi.

(e) “Effective Date” means the date stated at the top of this Agreement.

(f) “Hosting Services” means the installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of a customer and exclusively for the benefit of permitted users of the Software.

(g) “Hosted System” means the combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.

(h) "Service Commencement Date" means the date on which Customer is notified in writing, via electronic mail or facsimile, by ESi that the Hosted System is installed and Hosting Services are operable and accessible to Customer.

(i) "Software," means all of the WebEOC[®] and ESi-branded software licensed to Customer by ESi.

(j) "Software Support Plan" means a packaged plan of application support services and software updates including, but not limited to, technical corrections, patches, bug fixes, and level and other software releases which are specific to the Software.

2. Scope of Services

ESi, acting as an Application Service Provider (ASP), shall provide Hosting Services for Customer in a shared ASP Environment according to the provisions set forth in Exhibit A ("Terms of Service") to this Agreement.

3. Term

The initial term of this Agreement shall be one (1) year from the Service Commencement Date. Customer may renew for successive (1) year terms according to the term set forth in Section 4(b) of this Agreement.

4. Fees and Payment

(a) Customer shall pay ESi the ASP Setup, Hosting and Software Support fees stated in Exhibit B, "Quote for Services" Such fees shall be due and payable by Customer within thirty (30) days of receipt of a valid invoice from ESi.

(b) At least ninety (90) days prior to the anniversary of the Service Commencement Date, ESi shall notify Customer of the opportunity to renew this Agreement for an additional term of one (1) year and provide a price quotation for the additional term. Such price quotation shall reflect the published list price for Hosting Services and Software Support in effect at that time. At least thirty (30) days prior to the anniversary of the Service Commencement Date, ESi shall invoice Customer for an additional term of one (1) year at the stated price. Such stated price shall include the cost of hosting, application software support and technical support. Customer shall pay to ESi the invoiced amount within thirty (30) days of receipt of a valid invoice. Remittance of a purchase order, payment or other binding obligation to pay by Customer to ESi shall constitute acceptance by Customer of ESi offer of renewal.

(c) Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer 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 Customer 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 Customer'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, Customer shall notify ESi of such an invoice of the discrepancy. Following Customer's notification of any discrepancy as to an invoice, ESi must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Customer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Customer'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.

5. Termination

(a) Termination, Non-Renewal. This Agreement shall terminate one year from the effective date unless renewed by Customer.

(b) Termination, Material Breach. Prior to expiration, either party may terminate this Agreement immediately, upon written notice to the other, if the other party materially violates any provision of this Agreement and fails to remedy such violation within ten (10) days after written notice thereof. Material breach of this Agreement shall include, but not be limited to:

- (i) Violation of any proprietary rights of ESi or its third party licensors, agents or business partners, including but not limited to confidentiality, trademarks, copyrights, patents or patent rights, or any other ESi proprietary rights or interests in the Software, licenses or sublicenses whether or not expressly stated in this Agreement;
- (ii) Failure to pay the fees outlined in this Agreement as set forth in Section 4(a) of this Agreement; and
- (iii) Violation of the ESi Acceptable Use Policy available at: http://www.esi911.com/esi/index.php?option=com_content&view=article&id=36&Itemid=128

(c) Termination Without Cause. Either party may terminate this Agreement without cause on sixty (60) days written notice.

(d) Upon termination of this Agreement for any reason:

- (i) Customer access to ASP services shall be suspended;
- (ii) Customer shall immediately surrender to ESi any Internet protocol numbers, addresses or ESi-owned domain names assigned to Customer in connection with the Hosting Services delivered hereunder;
- (iii) ESi shall copy Customer data to a portable storage medium and ship to Customer via courier or other traceable delivery service within ten (10) days of termination date unless other arrangements are requested by Customer within five (5) days of the termination date;
- (iv) Any and all Customer data shall be overwritten, erased, encrypted or otherwise rendered unrecognizable upon confirmation from Customer that Customer data has been received in machine-readable format; and

- (v) Any terminated Customer requesting restoration of Hosting Services shall pay a \$2,000 reinstatement fee and all applicable fees for requested services, and shall be liable to pay any outstanding, undisputed amounts due ESi prior to such restoration of services.

(e) Upon termination pursuant to paragraphs (a) and (c) of this Section 5, Customer shall be entitled to a rebate for Hosting Services purchased and not performed. The unit of measure for calculating any rebate shall be weeks and shall be calculated using the following formula: $(\text{contract price}/52 \text{ weeks}) \times \text{number of weeks of service Customer would have received if the Agreement had been fully performed}$. In the event that ESi terminates the agreement for any of the reasons stated in Section 5 (d) above, ESi shall retain the balance as liquidated damages.

6. Independent Contractor

ESi is an independent contractor. ESi and its employees, agents and subcontractors shall act solely as independent contractors in the performance of services delivered hereunder, and nothing stated or implied herein shall be construed to create a partnership, joint venture, employment or agency relationship of any kind between ESi and Customer.

7. Confidentiality

(a) Confidential Information means all information concerning ESi or any business partner of ESi to which Customer is provided access by virtue of this Agreement or its activities hereunder, including without limitation, technical data, product design and development information, source code and source code documentation, business operations and plans, sales information, information about quantity and kind of software licenses sold, prices and methods of pricing, marketing techniques and plans, trade secrets, unannounced products, product and process information and any other information which, if disclosed to others, might be competitively detrimental to ESi.

(b) Confidential Information also shall mean all information concerning Customer to which ESi is provided access to by virtue of this Agreement or its activities hereunder, including, without limitation, data, documentation, business operations and plans, operating procedures, or any other information which, if disclosed to others, might be detrimental to Customer.

(c) Confidential Information shall not include any information which has been publicly disseminated in writing by ESi or Customer which either party can show it knew prior to the disclosure or which was rightfully received from a third party without restriction.

(d) During the term hereof and at all times thereafter, both parties shall maintain the Confidential Information of the other party in strictest confidence, shall not disclose it to any third party, except as required by applicable law and/or regulation and/or by order of a court of competent jurisdiction, and shall use it only as necessary to perform hereunder. ESi shall cause each of its officers, directors and employees to restrict disclosure and use of such Confidential Information in like fashion, and shall be responsible for any wrongful disclosure and use by any of them; and Customer shall cause each of its officers, directors and employees to restrict disclosure and use of such Confidential Information in like fashion, and shall be responsible for any wrongful disclosure and use by any of them. ESi and Customer agree that any person to whom Confidential Information is disclosed shall be bound by confidentiality obligations that are at least as protective as those contained herein.

8. Representations and Warranties

(a) ESi represents and warrants to the Customer that it has the power and authority to enter into this Agreement and to perform the obligations stated herein.

(b) Customer represents and warrants to ESi that it has the power and authority to enter into this Agreement and to perform the obligations stated herein.

(c) Customer represents and warrants that Customer and its officers, directors, attorney, agents, employees and other authorized users shall access and utilize services provided under this Agreement in a lawful manner and not in violation of any applicable law, regulation, treaty, convention or order including, but not limited to intellectual property laws and United States export controls.

(d) Customer represents and warrants that Customer and its officers, directors, attorney, agents, employees and other authorized users shall not sell, lease, share or otherwise permit access by a third party to services covered under this Agreement. Customer further represents and warrants that Customer and its officers, directors, attorney, agents, employees and Permitted Users shall not permit access, under any circumstances, to the Software, related materials or services provided under this Agreement by any person, entity or nation in violation of any United States export laws, regulations or controls.

9. Notices

Except as otherwise specifically set forth herein, all notices shall be in writing, shall be delivered by overnight express courier requiring signature of the addressee to complete delivery, and shall be sent to the parties at the addresses set forth below, or to any other addresses designated in writing hereafter. Notice shall be deemed delivered two days after it is given to the courier by the notifying party.

For Customer:
Dan A. Gattis
Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

For ESi:
Eric Kinzel
Vice-President, Information
Technology
823 Broad Street
Augusta, GA 30901
ekinzel@esi911.com
Facsimile: (706) 826-9911

With copy to:
Jarred Thomas
Emergency Management Coordinator
Williamson County Office of Emergency
Management
303 Martin Luther King
Georgetown, TX 78626
Office: 512-943-3747
Cell: 512-748-8634
Fax: 512-943-1269

With copy to:
Melissa M. Leigh
General Counsel
mleigh@esi911.com

10. Indemnification

(a) ESi acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify any other party, including but not limited to ESi; therefore, all references of any kind to Customer indemnifying ESI, for any reason whatsoever are hereby deemed void and deleted.

Customer liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives shall be governed by the Texas Tort Claims Act. ESi shall promptly notify Customer of any claims filed against any of Customer's employees of which ESi is notified. ESi will be held harmless for any injury, damage or loss to persons or property caused by a Customer employee arising in the performance of this Agreement.

(b) ESi and Customer agree to indemnify, defend and hold harmless the other party, and each of their respective officers, directors, attorney, agents and employees from and against any and all claims, damages, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any claim by a third party asserting, under any theory of legal liability, infringement of such third party's patent, copyright, trademark, trade secret, confidentiality or other right, provided that the party seeking indemnification notify the other party, in writing, promptly of the receipt of a written notice of the claim. ESi and Customer agree, in the event of such claim, to provide the party seeking indemnification with reasonable assistance, at the indemnifying party's cost, in the defense or settlement of the claim.

11. Limitation of Liability

(a) IN NO EVENT SHALL ESI BE LIABLE FOR ANY CLAIM OR DEMAND BY THE CUSTOMER OR A THIRD PARTY OR FOR ANY LOST PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANYWAY RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR INCIDENTAL TO THE TRANSACTIONS HEREUNDER, MAY BE BROUGHT AGAINST ESI MORE THAN FOUR (4) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. ESi's total liability under this AGREEMENT shall not exceed the total amount of direct and actual damages caused by ESi.

(b) ESi shall not be liable to Customer for harm caused by or related to the Customer's use of the services provided under this Agreement or the inability to use such services, unless the harm was caused by the acts, omissions, negligence or willful misconduct of ESi.

(c) Customer releases ESi from any liability for loss of data to the extent that such data has been updated, modified or changed by Customer, since the time that ESi was last required to perform a back-up.

12. Disclaimer of Warranty

(a) ESi DOES NOT REPRESENT OR WARRANT THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE ARE INHERENT RISKS ASSOCIATED WITH THE TRANSFER OF INFORMATION THROUGH AN INTERNET CONNECTION AND SUCH RISKS INCLUDE LOSS OF DATA OR OTHER INFORMATION, PRIVACY

AND PROPERTY.

(b) ESI MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, NOT EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THAT ESI WARRANTS THAT IT HAS ALL NECESSARY RIGHTS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR INTELLECTUAL PROPERTY WHICH MAY BE REQUIRED TO PERFORM THE SERVICES DESCRIBED IN THIS AGREEMENT.

13. General

(a) **Ownership.** Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property, and that ESI shall own any intellectual property it develops in the course of performing the services. Customer acknowledges and agrees that Customer shall not acquire any ownership rights or right of physical access to the hardware used by ESI to perform the services under this Agreement.

(b) **Entire Agreement.** ESI and Customer acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except in writing signed by both parties. Facsimile signatures or signatures imprinted in an electronic medium, such as .pdf format, shall be deemed to be original signatures.

(c) **Assignment.** Customer may not assign this Agreement without prior written consent by ESI. Any assignment in violation of this provision is null and void. ESI may freely assign this Agreement in connection with any sale or transfer by ESI of the Loaned Software, or substantially all of ESI's business. Such assignment shall be fully binding and enforceable as against all permitted assignees and successors in interest.

(d) **Enforceability.** If any provision of the Agreement, or any portion thereof, shall be held to be invalid, illegal, unenforceable or void as against public policy, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

(e) **Force Majeure.** Any delay or nonperformance of any provisions of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this agreement, provided that such party has made reasonable efforts to notify the other party in writing and makes reasonable efforts to resume performance once the condition interfering with or preventing performance is removed. With respect to performance by ESI, "conditions beyond the reasonable control" of ESI, thereby constituting events of force majeure, shall include conditions relating to processes, hardware and software beyond the control of ESI such as information transmission delays due to excessive internet traffic and internet outages, and shall also include conditions such as natural disasters, acts of war, acts of God, fire, flood and power failure.

(f) **Waiver.** The failure of either Customer or ESI to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the

same or any other provision.

(g) Authority. The individuals executing this Agreement on behalf of the Customer and ESi do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.

(h) Choice of Laws and Venue. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, regardless of application of choice of law rules or principles. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction.. Both parties agree that process may be served in any manner allowed by the laws of the State of Texas or of the United States.

(i) Equal Opportunity and Affirmative Action. ESi does not discriminate on the basis of race, color, religion, gender, national or ethnic origin, disability, age, marital status or sexual orientation in its employment, hiring or contracting practices. ESi complies with all applicable local, state and federal laws prohibiting discrimination including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title I of the Americans With Disabilities Act of 1990, the Equal Pay Act of 1963, the Vocational Rehabilitation Act of 1973, Executive Order 11246, Vietnam Era Veterans Readjustment Assistance Act of 1974, and the Georgia Equal Employment for Persons with Disabilities Code. Contractor shall comply with the laws, regulations and orders stated above and shall promptly provide to ESi any information needed by ESi to comply with any related reporting requirements.

(j) Relationship of the Parties. Each party to this Agreement, 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.

(k) 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 Customer, its past or present officers, employees, or agents, 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.

(L) Customer's Right to Audit. ESi agrees that Customer 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 ESi which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ESi agrees that Customer shall have access during normal working hours to all necessary ESi facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give ESi reasonable advance notice of intended audits.

(M) 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 Customer, 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 Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, 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 Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

(N) Survival. The provisions of Sections 5, 6, 7, 8, 10, 11, 12, and 13 shall survive expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the day and year set forth above.

ESi Acquisition, Inc. ("ESi")

Williamson County, Texas

By: _____

By: _____

Name: Curtis R. MacDonald

Name: Dan A. Gattis

Title: Chief Operating Officer

Title: County Judge

Date: _____

Date: _____

EXHIBIT A
TERMS OF SERVICE

1. Definitions

All defined terms in this Exhibit A shall have the same meaning set forth in the Agreement, except where otherwise stated in this Exhibit.

2. Scope of Services

(a) ESi, acting as an Application Service Provider, shall provide Hosting Services to Customer according to the provisions set forth in the Agreement. ESi shall create an account for Hosting Services on behalf of Customer upon receipt of a signed Agreement and valid purchase order. ESi shall notify Customer promptly upon creation of Hosting Services account and provide Customer with all information required to access such account. ESi, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.

(b) ESi shall provide and maintain the facilities, hardware, and networking components necessary to operate a high-availability, shared ASP Environment for the benefit of Customer.

(i) Customer environment shall have the capacity to support up to 250 concurrent users of Hosting Services. Any Customer requiring support of greater than 250 concurrent users may purchase additional Hosted System capacity, for a fee, from ESi.

(ii) Customer environment shall be limited to a database having 5 Gigabytes of data storage capacity. Any Customer requiring additional database storage capacity may purchase additional data storage capacity, for a fee, from ESi.

(c) ESi shall perform, at its convenience and after notice to Customer, scheduled updates of Software as new releases become available. Such updates shall be scheduled to enable the simultaneous update of Software licensed to Customer and all other ESi-hosted customers. Scheduled updates shall include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software). ESi also shall install updates and security patches for other software, including operating system software, installed on hardware used to deliver Hosting Services.

(d) ESi shall perform, as needed, emergency security updates to the Hosted System and Software to protect the ASP Environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Customer. Such updates shall be treated as scheduled outages and the outage period shall not be considered as service downtime in any performance assessment that may be conducted.

(e) ESi shall provide and maintain a redundant ASP Environment at a location that is geographically separated from primary ASP Environment to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location. Failover to the redundant ASP Environment is a manual process

and service will be activated by ESi immediately upon notification of malfunction, unavailability or failure of primary ASP Environment.

(f) ESi shall notify Customer in writing, via electronic mail or facsimile, of any planned service outages, i.e. for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement.

(g) ESi shall schedule, perform and maintain a duplicate ("backup") record of Customer's data. ESi shall perform hourly SQL transaction log backup to disk, daily full backup to tape, and weekly full backup of data to a central data library. Data backups are limited to SQL database server files (i.e. those files having a .mdf or .ldf file extension). Data backups shall be retained on-site for one week and off-site for three additional weeks.

(h) ESi shall provide Customer with technical environmental support services. Such support services shall be available 24 hours per day, 7 days per week. Technical support services shall include assistance with problems related to ASP Environment, operating system and related software licensed by ESi on behalf of Customer, data or Hosted System access or similar problems. Technical support may be accessed by Customer by calling the Technical Support Help Desk at (877) 771-0911 or paging the on-call technician at (888) 243-7204. International customers access Customer Support by calling (706) 823-0911 or paging the on-call technician at (706) 240-0016.

(i) ESi shall perform all services offered under the terms of the Software Support Plan purchased by Customer, as documented in both Exhibit B, "Quote for Services" and Exhibit C, Software Support Plans."

(j) Customer may request performance of additional services by ESi. Such services shall be invoiced separately by ESi at the current published rate for labor and actual costs for materials and travel, if applicable.

3. ESi Obligations

ESi shall perform all services described in Section 2 of this Agreement in a commercially reasonable manner and consistent with the practices used by ESi to maintain and protect its own data and systems.

4. Customer Obligations

(a) The Customer shall maintain, at Customer's expense, a secure high speed internet connection through which to access its hosted Software.

(b) The Customer shall maintain, at Customer's expense, a Software Support Plan at all times during the term of this Agreement and any subsequent renewal terms. Customer may elect to purchase a Bronze, Silver, Gold or Platinum-level Support Plan.

(c) The Customer shall appoint a designated point of contact and two alternate points of contact for its interactions with ESi. Customer shall provide ESi with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. Customer shall keep such contact information up-to-date and promptly notify ESi, in writing via electronic mail, of any changes.

(d) The Customer shall use reasonable security precautions in connection with the use of services provided under this Agreement.

(e) The Customer is responsible for any and all use and access to the Hosted System and Hosting Services by its employees, agents, contractors and permitted users of the Software and Hosting Services.

(f) The Customer shall make best efforts to notify ESi in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid ESi with the planning of any scheduled outages.

(g) The Customer shall promptly notify ESi Customer Support of any identified Hosting Services outage that impairs Customer access to its Software so that ESi may manually activate the redundant ASP Environment and immediately commence work to restore service to the primary ASP Environment.

5. Service Levels and Warranty

(a) All support calls received from Customer shall be logged and tracked in the ESi customer support system as a "Customer Support Ticket." Each Customer Support Ticket shall include an initial assessment of the Severity Level of the request for support:

<i>Severity Level</i>	<i>Definition</i>
ASP 1	Hosting Services are not accessible to Customer via a public internet connection.
ASP 2	Hosting Services are accessible, but performance is reduced or impaired.
Software, Severity 1	Any and all errors which, individually or collectively with other errors, prevent Customer or permitted users of Customer from performing useful work or are deemed by Customer or any of its permitted users to be fatal to the operation of the Software.
Software, Severity 2	Any and all errors which, individually or collectively with other errors, disable major functions of the Software from being performed and are deemed by Customer or any of its permitted users to have a severe impact on the operation of the Software.
Software Severity 3	Any and all errors which, individually or collectively with other errors, disable only certain non-essential functions of the Software and are deemed by Customer or any of its users to have degraded operation of the Software.
Software, Severity 4	All other errors not appropriately classified as Severity 1, Severity 2 or Severity 3 and

	are deemed by Customer or its permitted user as having a limited impact on the operation of the Software.
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(b) ESi shall make all commercially reasonable efforts to resolve Customer Support Tickets in accordance with the following schedule:

	Acknowledgement of Customer Support Ticket	Resolution
ASP1	Within 30 minutes	Failover to redundant ASP environment and/or correction of error as soon as possible.
ASP2	Within 2 hours	Failover to redundant ASP environment and/or correction of error as soon possible.
Software, Severity 1	Within 1 hour	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 1 business day;and Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer within 10 business days.
Software, Severity 2	Within 4 hours	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 3 business days; and Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer within 20 business days.
Software, Severity 3	Within 1 business day	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 10 business days; and Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer within 45 business days.
Software, Severity 4	Within 5 business days	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 30 business days; and

		Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer as appropriate.
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(c) ESi represents and warrants that service availability of the ASP Environment will meet a “high availability” measure of 99.9 % system “up time,” excluding scheduled outages. If ESi fails to meet this availability criteria within any month, upon Customer request, ESi shall extend the term of this Agreement for one day for each day, or portion thereof, the ASP Environment is verified by Customer and ESi to be unavailable in that month, up to a maximum of 30 days at no additional charge.

(d) ESi shall only be responsible for performance of components of the Hosted System and Services under its control. ESi shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Customer to perform its obligations under this Agreement.

7. Limitations on Use of Services

(a) Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value by Customer to any third party.

(b) Hosted System and Hosting Services are provided to support the Software, an information management tool. Hosting Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosting Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or ASP Environment may lead to bodily injury, death or destruction of property.

(c) Installation of software applications in ASP Environment is limited to software licensed to Customer by ESi and software supplied by ESi either as a component of the Hosted System or to support delivery of Hosting Services.

(d) The Customer shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the ASP Environment for other customers.

8. Information Security and Business Continuity

(a) ESi shall perform all services hereunder consistent with its ASP Information Security Program (“Security Program”). Such Security Program shall set forth, at a minimum, ESi policies and procedures with respect to data classification and management, data and system back-ups, account and password management, physical security and access, network configuration and access, change management, media management and destruction, security training and awareness, and continuity of ASP Environment operations.

(b) Any sub-contractors used to deliver, or support delivery of the Hosting Services shall maintain an information security and business continuity program which is supportive of the Security Program.

(c) A copy of the Security Program is available, upon request and after execution of the ESI Non-Disclosure Agreement.

(d) Hosting Services are provided in a shared environment. Customization of information security, data management and/or business continuity practices to meet Customer-specific needs is not supported.

EXHIBIT B
QUOTE FOR SERVICES

ASP Setup, Hosting, and WebEOC Software Support fees are detailed in the attached
quote, Quote Number _____.

EXHIBIT C
SOFTWARE SUPPORT PLANS

RM 2338 Phase 2, Ronald Reagan Blvd to FM 3405 Commissioners Court - Regular Session

Date: 02/02/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Jonathan Harris
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding alternate bids received for Bid # 09WC722A, RM 2338 Phase 2, Ronald Reagan Blvd to FM 3405, to the lowest and best bidder meeting specifications- Joe Bland Construction, L.P.

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: 01/27/2010 12:58 PM
Final Approval Date: 01/28/2010

January 26, 2010

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 (Re-bid)
Williamson County Project No. 09WC722A
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 January 21, 2010 Board meeting. Per the Interlocal Agreement between the County and CTSUD, CTSUD will reimburse the County for 100% of the betterment costs (\$283,793.00). The alternate bids are therefore accepted as submitted, with Joe Bland Construction, LP being the low bidder. Following is a summary of the bid totals:

1. Joe Bland Construction	\$8,700,198.56
2. Cash Construction	\$9,957,719.50
3. JC Evans Construction	\$10,174,685.21
4. Rogers Construction	\$10,968,745.39
5. Austin Engineering	\$11,019,524.25
6. RGM Constructors	\$10,968,165.64
7. Capital Excavation	\$11,054,493.68

The Contractor's low bid is \$2,155,043.53 under the Engineer's estimated cost of construction. This represents an approximate 20% savings to the County.

In addition to meeting the bid qualifications subject to being low bidder, Joe Bland Construction successfully completed the Georgetown Inner Loop East Extension project under the Williamson

County Road Bond Program. Joe Bland Construction has also been recommended highly by all contacted references and has a reputation for quality work. We therefore concur with the recommendation of the Design Engineer, Steger Bizzell, for award of the RM 2338 Phase 2 construction contract to Joe Bland Construction, LP in the contract amount of \$8,700,198.56.

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



January 15, 2010

Mr. James Klotz, P.E.
HNTB Corporation
14 Galloping Road
Round Rock, Texas 78681

RE: RM 2338 Phase II
Williamson County Project No. 09WC722A
TxDOT CSJ: 2211-01-023
S&B Job No. 20863

Dear Mr. Klotz:

On Wednesday, January 13, 2010, bids were received for this project. Seven contractors submitted bids ranging from \$8,416,705.56 to \$9,899,667.68. Bids with alternate items for an upgrade to the Chisholm Trail SUD water line relocation ranged from \$8,700,198.56 to \$11,019,524.25.

The low bidder for both base and alternate bids is Joe Bland Construction of Austin, Texas. I have reviewed their bid documents and find them to be in order. Therefore, I recommend that the Court award the construction contract to Joe Bland 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 blue ink, appearing to read "Perry C. Steger".

Perry C. Steger, P.E.

PCS/brl
Enclosure

L:\PROJECTS 2006\20863 RM 2338 (Wm Co) (2007)\DOCUMENTS\BIDDING PHASE (RE-BID)\RM 2338 Recommendation of Award.doc

ADDRESS

1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626

PHONE

512.930.9412

FAX

512.930.9416

WEB

STEGERBIZZELL.COM

TEXAS REGISTERED ENGINEERING FIRM F-181

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 (%)
Joe Bland Construction	\$ 8,416,705.56	1	\$ (2,035,827.53)	-19.5%	-	-
Cash Construction	\$ 9,564,588.00	2	\$ (887,945.09)	-8.5%	\$ 1,147,882.44	13.6%
JC Evans Construction	\$ 9,806,914.55	3	\$ (645,618.54)	-6.2%	\$ 1,390,208.99	16.5%
Rogers Construction	\$ 9,842,221.49	4	\$ (610,311.60)	-5.8%	\$ 1,425,515.93	16.9%
RGM Constructors	\$ 9,848,972.64	5	\$ (603,560.45)	-5.8%	\$ 1,432,267.08	17.0%
Austin Engineering	\$ 9,895,515.50	6	\$ (557,017.59)	-5.3%	\$ 1,478,809.94	17.6%
Capital Excavation	\$ 9,899,667.68	7	\$ (552,865.41)	-5.3%	\$ 1,482,962.12	17.6%

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 (%)
Joe Bland Construction	\$ 8,700,198.56	1	\$ (2,155,043.53)	-19.9%	-	-
Cash Construction	\$ 9,957,719.50	2	\$ (897,522.59)	-8.3%	\$ 1,257,520.94	14.5%
JC Evans Construction	\$ 10,174,685.21	3	\$ (680,556.88)	-6.3%	\$ 1,474,486.65	16.9%
Rogers Construction	\$ 10,968,745.39	4	\$ 113,503.30	1.0%	\$ 2,268,546.83	26.1%
Austin Engineering	\$ 11,019,524.25	5	\$ 164,282.16	1.5%	\$ 2,319,325.69	26.7%
RGM Constructors	\$ 10,968,165.64	6	\$ 112,923.55	1.0%	\$ 2,267,967.08	26.1%
Capital Excavation	\$ 11,054,493.68	7	\$ 199,251.59	1.8%	\$ 2,354,295.12	27.1%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction		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	\$1,315.18	\$256,460.10	\$207.00	\$40,365.00	\$800.00	\$156,000.00	\$3,225.00	\$628,875.00
2	104-2009	REMOVING CONC (RIPRAP)	4500	SY	\$6.15	\$27,675.00	\$3.40	\$15,300.00	\$5.00	\$22,500.00	\$2.30	\$10,350.00
3	110-2001	EXCAVATION (ROADWAY)	130849	CY	\$5.30	\$693,499.70	\$5.20	\$680,414.80	\$5.10	\$667,329.90	\$3.95	\$516,853.55
4	132-2003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	48019	CY	\$7.77	\$373,107.63	\$5.10	\$244,896.90	\$3.00	\$144,057.00	\$1.00	\$48,019.00
5	160-2003	FURNISHING AND PLACING TOPSOIL (4")	153738	SY	\$1.08	\$166,037.04	\$0.65	\$99,929.70	\$0.20	\$30,747.60	\$0.10	\$15,373.80
6	160-2008	FURNISHING AND PLACING TOPSOIL (12")	14475	SY	\$3.24	\$46,899.00	\$1.90	\$27,502.50	\$0.60	\$8,685.00	\$0.20	\$2,895.00
7	164-2035	DRILL SEEDING (PERM) (RURAL) (CLAY)	168213	SY	\$0.08	\$13,457.04	\$0.04	\$6,728.52	\$0.10	\$16,821.30	\$0.05	\$8,410.65
8	164-2041	DRILL SEEDING (TEMP) (WARM)	42053	SY	\$0.12	\$5,046.36	\$0.04	\$1,682.12	\$0.15	\$6,307.95	\$0.04	\$1,682.12
9	164-2043	DRILL SEEDING (TEMP) (COOL)	42053	SY	\$0.12	\$5,046.36	\$0.04	\$1,682.12	\$0.15	\$6,307.95	\$0.04	\$1,682.12
10	168-2001	VEGETATIVE WATERING	4205	MG	\$15.93	\$66,985.65	\$15.00	\$63,075.00	\$20.00	\$84,100.00	\$12.00	\$50,460.00
11	169-2006	SOIL RETENTION BLANKETS (CL 2) (TY F)	2865	SY	\$0.86	\$2,463.90	\$1.00	\$2,865.00	\$1.30	\$3,724.50	\$1.00	\$2,865.00
12	169-2008	SOIL RETENTION BLANKETS (CL 2) (TY H)	10754	SY	\$8.00	\$86,032.00	\$4.50	\$48,393.00	\$5.00	\$53,770.00	\$1.10	\$11,829.40
13	247-2044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	51599	CY	\$21.66	\$1,117,634.34	\$16.00	\$825,584.00	\$24.00	\$1,238,376.00	\$18.00	\$928,782.00
14	310-2005	PRIME COAT (MC-30 OR AE-P)	35024	GAL	\$3.17	\$111,026.08	\$3.20	\$112,076.80	\$3.00	\$105,072.00	\$3.05	\$106,823.20
15	316-2008	ASPH (HFRS-2P)	1311	GAL	\$2.62	\$3,434.82	\$3.40	\$4,457.40	\$3.00	\$3,933.00	\$3.30	\$4,326.30
16	316-2416	AGGR (TY-D GR-4)	39	CY	\$46.99	\$1,832.61	\$92.00	\$3,588.00	\$66.00	\$2,574.00	\$88.00	\$3,432.00
17	340-2004	D-GR HMA(METH) TY-A PG64-22	4852	TON	\$48.45	\$235,079.40	\$47.00	\$228,044.00	\$44.00	\$213,488.00	\$47.00	\$228,044.00
18	341-2011	D-GR HMA(QCQA) TY-B PG64-22	28530	TON	\$31.36	\$894,700.80	\$47.00	\$1,340,910.00	\$46.00	\$1,312,380.00	\$47.00	\$1,340,910.00
19	341-2048	D-GR HMA(QCQA) TY-C SAC-B PG70-22	19040	TON	\$48.01	\$914,110.40	\$55.00	\$1,047,200.00	\$54.00	\$1,028,160.00	\$54.00	\$1,028,160.00
20	341-2050	D-GR HMA(QCQA) TY-C PG70-22	18215	TON	\$69.87	\$1,272,682.05	\$55.00	\$1,001,825.00	\$54.00	\$983,610.00	\$54.00	\$983,610.00
21	354-2021	PLANE ASPH CONC PAV(0" TO 2")	924	SY	\$1.45	\$1,339.80	\$5.00	\$4,620.00	\$10.00	\$9,240.00	\$4.50	\$4,158.00
22	403-2001	TEMPORARY SPL SHORING	646	SF	\$11.79	\$7,616.34	\$15.00	\$9,690.00	\$15.00	\$9,690.00	\$16.00	\$10,336.00
23	416-2029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	32	LF	\$99.13	\$3,172.16	\$162.00	\$5,184.00	\$150.00	\$4,800.00	\$180.00	\$5,760.00
24	432-2002	RIPRAP (CONC)(5IN)	251	CY	\$255.93	\$64,238.43	\$203.00	\$50,953.00	\$280.00	\$70,280.00	\$226.00	\$56,726.00
25	432-2040	RIPRAP (MOW STRIP)(5 IN)	195	CY	\$300.98	\$58,691.10	\$217.00	\$42,315.00	\$320.00	\$62,400.00	\$393.00	\$76,635.00
26	432-2041	RIPRAP (STONE COMMON)(DRY)(18 IN)	1096	CY	\$88.84	\$97,368.64	\$57.00	\$62,472.00	\$80.00	\$87,680.00	\$20.00	\$21,920.00
27	460-2003	CMP (GAL STL 18 IN)	2522	LF	\$63.00	\$158,886.00	\$36.00	\$90,792.00	\$30.00	\$75,660.00	\$40.00	\$100,880.00
28	460-2004	CMP (GAL STL 24 IN)	590	LF	\$27.91	\$16,466.90	\$42.00	\$24,780.00	\$37.00	\$21,830.00	\$47.00	\$27,730.00
29	460-2015	CMP AR (GAL STL DES 3)	88	LF	\$50.00	\$4,400.00	\$49.00	\$4,312.00	\$40.00	\$3,520.00	\$58.00	\$5,104.00
30	460-2016	CMP AR (GAL STL DES 4)	514	LF	\$60.00	\$30,840.00	\$53.00	\$27,242.00	\$45.00	\$23,130.00	\$62.00	\$31,868.00
31	462-2008	CONC BOX CULV (5 FT X 4FT)	250	LF	\$200.00	\$50,000.00	\$83.00	\$20,750.00	\$290.00	\$72,500.00	\$270.00	\$67,500.00
32	462-2011	CONC BOX CULV (6 FT X 4FT)	351.2	LF	\$300.00	\$105,360.00	\$142.00	\$49,870.40	\$310.00	\$108,872.00	\$320.00	\$112,384.00
33	462-2015	CONC BOX CULV (7 FT X 4FT)	120	LF	\$400.00	\$48,000.00	\$166.00	\$19,920.00	\$380.00	\$45,600.00	\$305.00	\$36,600.00
34	462-2019	CONC BOX CULV (8 FT X 4FT)	177	LF	\$450.00	\$79,650.00	\$189.00	\$33,453.00	\$350.00	\$61,950.00	\$375.00	\$66,375.00
35	462-2024	CONC BOX CULV (9 FT X 5FT)	658.25	LF	\$500.00	\$329,125.00	\$229.00	\$150,739.25	\$390.00	\$256,717.50	\$355.00	\$233,678.75
36	462-2025	CONC BOX CULV (9 FT X 6FT)	339	LF	\$600.00	\$203,400.00	\$240.00	\$81,360.00	\$430.00	\$145,770.00	\$390.00	\$132,210.00
37	464-2024	RC PIPE (CL IV)(30 IN)	348	LF	\$66.88	\$23,274.24	\$44.00	\$15,312.00	\$48.00	\$16,704.00	\$92.00	\$32,016.00
38	465-2003	INLET (COMPL)(TY H)	4	EA	\$1,628.57	\$6,514.28	\$3,300.00	\$13,200.00	\$3,000.00	\$12,000.00	\$2,800.00	\$11,200.00
39	466-2035	WINGWALL (FW-S)(HW=5 FT)	2	EA	\$8,000.00	\$16,000.00	\$2,800.00	\$5,600.00	\$4,000.00	\$8,000.00	\$4,640.00	\$9,280.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction		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	\$9,000.00	\$9,000.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00	\$4,325.00	\$4,325.00
41	466-2038	WINGWALL (FW-S)(HW=8 FT)	1	EA	\$11,000.00	\$11,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$20,502.00	\$20,502.00
42	466-2049	WINGWALL (PW)(HW=5 FT)	3	EA	\$5,700.00	\$17,100.00	\$6,000.00	\$18,000.00	\$6,000.00	\$18,000.00	\$5,965.00	\$17,895.00
43	466-2097	HEADWALL (CH - FW - 30) (DIA= 30 IN)	1	EA	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$4,600.00	\$4,600.00
44	467-2121	SET (TY I)(S= 6 FT)(HW= 5 FT)(4:1)(C)	3	EA	\$4,500.00	\$13,500.00	\$5,000.00	\$15,000.00	\$8,000.00	\$24,000.00	\$6,594.00	\$19,782.00
45	467-2131	SET (TY I)(S= 8 FT)(HW= 5 FT)(4:1)(C)	3	EA	\$6,000.00	\$18,000.00	\$5,500.00	\$16,500.00	\$8,000.00	\$24,000.00	\$6,578.00	\$19,734.00
46	467-2138	SET (TY I)(S= 9 FT)(HW= 8 FT)(4:1)(C)	8	EA	\$8,000.00	\$64,000.00	\$9,000.00	\$72,000.00	\$14,000.00	\$112,000.00	\$10,024.00	\$80,192.00
47	467-2184	SET (TY I)(S= 5 FT)(HW= 5 FT)(6:1)(P)	2	EA	\$7,000.00	\$14,000.00	\$7,000.00	\$14,000.00	\$12,000.00	\$24,000.00	\$10,450.00	\$20,900.00
48	467-2301	SET (TY II)(18 IN)(CMP)(6:1)(P)	76	EA	\$800.00	\$60,800.00	\$800.00	\$60,800.00	\$1,400.00	\$106,400.00	\$811.00	\$61,636.00
49	467-2303	SET (TY II)(24 IN)(CMP)(6:1)(P)	25	EA	\$900.00	\$22,500.00	\$900.00	\$22,500.00	\$1,900.00	\$47,500.00	\$952.00	\$23,800.00
50	467-2337	SET (TY II)(DES 3)(CMP)(6:1)(P)	4	EA	\$1,200.00	\$4,800.00	\$1,300.00	\$5,200.00	\$2,200.00	\$8,800.00	\$1,181.00	\$4,724.00
51	467-2338	SET (TY II)(DES 4)(CMP)(6:1)(P)	10	EA	\$2,000.00	\$20,000.00	\$1,500.00	\$15,000.00	\$3,000.00	\$30,000.00	\$1,416.00	\$14,160.00
52	467-2376	SET (TY I) (30 IN) (4:1) (C)	3	EA	\$3,000.00	\$9,000.00	\$1,700.00	\$5,100.00	\$3,500.00	\$10,500.00	\$1,614.00	\$4,842.00
53	496-2016	REMOV STR (PIPE)	38	EA	\$300.00	\$11,400.00	\$200.00	\$7,600.00	\$600.00	\$22,800.00	\$185.00	\$7,030.00
54	500-2001	MOBILIZATION	1	LS	\$857,083.15	\$857,083.15	\$200,000.00	\$200,000.00	\$178,000.50	\$178,000.50	\$910,000.00	\$910,000.00
55	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	\$2,682.79	\$48,290.22	\$2,900.00	\$52,200.00	\$5,000.00	\$90,000.00	\$1,000.00	\$18,000.00
56	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	1332	LF	\$17.72	\$23,603.04	\$14.00	\$18,648.00	\$15.00	\$19,980.00	\$20.00	\$26,640.00
57	506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	540	LF	\$44.67	\$24,121.80	\$24.00	\$12,960.00	\$18.00	\$9,720.00	\$20.00	\$10,800.00
58	506-2009	ROCK FILTER DAMS (REMOVE)	1632	LF	\$7.16	\$11,685.12	\$6.00	\$9,792.00	\$2.00	\$3,264.00	\$5.00	\$8,160.00
59	506-2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	240	SY	\$10.76	\$2,582.40	\$6.00	\$1,440.00	\$8.00	\$1,920.00	\$10.00	\$2,400.00
60	506-2019	CONSTRUCTION EXITS (REMOVE)	240	SY	\$5.14	\$1,233.60	\$4.00	\$960.00	\$2.00	\$480.00	\$5.00	\$1,200.00
61	506-2034	TEMPORARY SEDIMENT CONTROL FENCE	25762	LF	\$2.09	\$53,842.58	\$1.30	\$33,490.60	\$2.50	\$64,405.00	\$2.25	\$57,964.50
62	512-2011	PORT CTB (DES SOURCE)(SAFETY SH)(TY 2)	1290	LF	\$8.17	\$10,539.30	\$6.80	\$8,772.00	\$6.00	\$7,740.00	\$6.00	\$7,740.00
63	512-2017	PORT CTB (DES SOURCE)(LOW PROF)(TY 1)	1280	LF	\$9.54	\$12,211.20	\$7.20	\$9,216.00	\$6.00	\$7,680.00	\$6.00	\$7,680.00
64	512-2018	PORT CTB (DES SOURCE)(LOW PROF)(TY 2)	80	LF	\$10.85	\$868.00	\$9.00	\$720.00	\$8.00	\$640.00	\$6.00	\$480.00
65	512-2020	PORT CTB (MOVE)(SAFETY SH)(TY 2)	1320	LF	\$4.77	\$6,296.40	\$6.30	\$8,316.00	\$6.00	\$7,920.00	\$5.00	\$6,600.00
66	512-2029	PORT CTB (STKPL)(SAFETY SH)(TY 2)	1290	LF	\$7.65	\$9,868.50	\$6.80	\$8,772.00	\$6.00	\$7,740.00	\$6.00	\$7,740.00
67	512-2035	PORT CTB (STKPL)(LOW PROF)(TY 1)	1280	LF	\$7.64	\$9,779.20	\$7.20	\$9,216.00	\$6.00	\$7,680.00	\$6.00	\$7,680.00
68	512-2036	PORT CTB (STKPL)(LOW PROF)(TY 2)	80	LF	\$7.79	\$623.20	\$8.70	\$696.00	\$6.00	\$480.00	\$6.00	\$480.00
69	529-2066	CONC CURB (RIBBON)(MOD)	224	LF	\$13.62	\$3,050.88	\$12.00	\$2,688.00	\$12.00	\$2,688.00	\$7.00	\$1,568.00
70	530-2010	DRIVEWAYS (CONC)	407	SY	\$38.13	\$15,518.91	\$41.00	\$16,687.00	\$50.00	\$20,350.00	\$55.66	\$22,653.62
71	530-2011	DRIVEWAYS (ACP)	2736	SY	\$38.36	\$104,952.96	\$16.00	\$43,776.00	\$22.00	\$60,192.00	\$7.00	\$19,152.00
72	540-2001	MTL W-BEAM GD FEN (TIM POST)	1837.5	LF	\$16.22	\$29,804.25	\$15.00	\$27,562.50	\$20.00	\$36,750.00	\$18.00	\$33,075.00
73	540-2002	MTL W-BEAM GD FEN (STEEL POST)	200	LF	\$19.90	\$3,980.00	\$22.00	\$4,400.00	\$30.00	\$6,000.00	\$20.00	\$4,000.00
74	540-2005	TERMINAL ANCHOR SECTION	9	EA	\$463.22	\$4,168.98	\$420.00	\$3,780.00	\$400.00	\$3,600.00	\$450.00	\$4,050.00
75	540-2025	TERMINAL ANCHOR SECTION (DRWY) (SPCL)	1	EA	\$487.71	\$487.71	\$500.00	\$500.00	\$500.00	\$500.00	\$475.00	\$475.00
76	542-2001	REMOVING METAL BEAM GUARD FENCE	1975	LF	\$1.54	\$3,041.50	\$2.00	\$3,950.00	\$2.00	\$3,950.00	\$5.00	\$9,875.00
77	542-2002	REMOVING TERMINAL ANCHOR SECTION	19	EA	\$96.54	\$1,834.26	\$140.00	\$2,660.00	\$300.00	\$5,700.00	\$150.00	\$2,850.00
78	544-2001	GUARDRAIL END TREATMENT (INSTALL)	8	EA	\$2,211.76	\$17,694.08	\$1,890.00	\$15,120.00	\$2,200.00	\$17,600.00	\$2,500.00	\$20,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction		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	\$8,495.85	\$84,958.50	\$6,800.00	\$68,000.00	\$12,000.00	\$120,000.00	\$5,000.00	\$50,000.00
80	545-2002	CRASH CUSH ATTEN (MOVE & RESET)	4	EA	\$2,991.84	\$11,967.36	\$2,200.00	\$8,800.00	\$2,000.00	\$8,000.00	\$1,800.00	\$7,200.00
81	545-2003	CRASH CUSH ATTEN (REMOVE)	10	EA	\$891.95	\$8,919.50	\$1,100.00	\$11,000.00	\$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	\$163.05	\$2,771.85	\$120.00	\$2,040.00	\$150.00	\$2,550.00	\$150.00	\$2,550.00
83	560-2005	MAILBOX INSTALL-D (WC-POST) TY 3 FND	1	EA	\$175.25	\$175.25	\$170.00	\$170.00	\$400.00	\$400.00	\$150.00	\$150.00
84	610-2024	INS RD IL AM (TY SA) 40T-10 (.25 KW)S	4	EA	\$2,362.19	\$9,448.76	\$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	\$5.49	\$7,493.85	\$5.00	\$6,825.00	\$4.00	\$5,460.00	\$6.30	\$8,599.50
86	618-2022	CONDT (PVC) (SCHD 40) (3")	1790	LF	\$10.20	\$18,258.00	\$7.00	\$12,530.00	\$6.00	\$10,740.00	\$7.30	\$13,067.00
87	620-2011	ELEC CONDR (NO. 8) BARE	690	LF	\$0.98	\$676.20	\$1.00	\$690.00	\$1.00	\$690.00	\$1.50	\$1,035.00
88	620-2012	ELEC CONDR (NO. 8) INSULATED	1380	LF	\$1.01	\$1,393.80	\$1.00	\$1,380.00	\$1.00	\$1,380.00	\$1.75	\$2,415.00
89	624-2012	GROUND BOX TY C (162911) W/APRON	6	EA	\$787.17	\$4,723.02	\$780.00	\$4,680.00	\$800.00	\$4,800.00	\$700.00	\$4,200.00
90	624-2014	GROUND BOX TY D (162922) W/APRON	2	EA	\$760.76	\$1,521.52	\$890.00	\$1,780.00	\$900.00	\$1,800.00	\$800.00	\$1,600.00
91	628-2172	ELC SRV TY D 120/240 060 (NS)SS(E)SP(0	2	EA	\$3,791.67	\$7,583.34	\$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	\$355.68	\$10,670.40	\$360.00	\$10,800.00	\$300.00	\$9,000.00	\$365.00	\$10,950.00
93	644-2004	INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	21	EA	\$473.93	\$9,952.53	\$420.00	\$8,820.00	\$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	\$553.40	\$1,106.80	\$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	\$582.05	\$5,820.50	\$550.00	\$5,500.00	\$500.00	\$5,000.00	\$925.00	\$9,250.00
96	644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	7	EA	\$343.01	\$2,401.07	\$310.00	\$2,170.00	\$300.00	\$2,100.00	\$350.00	\$2,450.00
97	644-2058	RELOCATE SM RD SN SUP & AM TY S80	2	EA	\$225.00	\$450.00	\$310.00	\$620.00	\$300.00	\$600.00	\$175.00	\$350.00
98	658-2240	INSTL DEL ASSM (D-SW)SZ 1(F LX)GF2	34	EA	\$47.45	\$1,613.30	\$48.00	\$1,632.00	\$50.00	\$1,700.00	\$10.50	\$357.00
99	658-2314	INSTL OM ASSM (OM-2X)(WC) GND	26	EA	\$58.00	\$1,508.00	\$53.00	\$1,378.00	\$50.00	\$1,300.00	\$33.00	\$858.00
100	662-2004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	81698	LF	\$0.22	\$17,973.56	\$0.17	\$13,888.66	\$0.10	\$8,169.80	\$0.18	\$14,705.64
101	662-2012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	1283	LF	\$0.39	\$500.37	\$0.37	\$474.71	\$0.30	\$384.90	\$0.26	\$333.58
102	662-2016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	256	LF	\$2.48	\$634.88	\$4.56	\$1,167.36	\$4.00	\$1,024.00	\$3.50	\$896.00
103	662-2032	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	83694	LF	\$0.22	\$18,412.68	\$0.17	\$14,227.98	\$0.10	\$8,369.40	\$0.19	\$15,901.86
104	662-2039	WK ZN PAV MRK NON-REMOV (Y) 24" (SLD)	916	LF	\$2.11	\$1,932.76	\$4.51	\$4,131.16	\$4.00	\$3,664.00	\$3.75	\$3,435.00
105	662-2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	4102	LF	\$0.55	\$2,256.10	\$0.49	\$2,009.98	\$0.50	\$2,051.00	\$0.70	\$2,871.40
106	662-2075	WK ZN PAV MRK REMOV (W) 8" (SLD)	294	LF	\$0.96	\$282.24	\$1.05	\$308.70	\$1.00	\$294.00	\$0.26	\$76.44
107	662-2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	5167	LF	\$0.53	\$2,738.51	\$0.49	\$2,531.83	\$0.50	\$2,583.50	\$0.70	\$3,616.90
108	662-2106	WK ZN PAV MRK REMOV (Y) 24" (SLD)	332	LF	\$6.42	\$2,131.44	\$6.82	\$2,264.24	\$7.00	\$2,324.00	\$2.75	\$913.00
109	662-2113	WK ZN PAV MRK SHT TERM (TAB) TY W	3259	EA	\$0.70	\$2,281.30	\$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	\$0.87	\$3,774.93	\$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	\$0.28	\$2,430.40	\$0.22	\$1,909.60	\$0.20	\$1,736.00	\$0.30	\$2,604.00
112	666-2011	REFL PAV MRK TY I (W) 4" (SLD)(090MIL)	39925	LF	\$0.25	\$9,981.25	\$0.22	\$8,783.50	\$0.20	\$7,985.00	\$0.30	\$11,977.50
113	666-2035	REFL PAV MRK TY I (W) 8" (SLD)(090MIL)	2716	LF	\$0.57	\$1,548.12	\$0.44	\$1,195.04	\$0.40	\$1,086.40	\$0.45	\$1,222.20
114	666-2047	REFL PAV MRK TY I (W) 24" (SLD)(090MIL)	182	LF	\$4.52	\$822.64	\$5.00	\$910.00	\$5.00	\$910.00	\$4.50	\$819.00
115	666-2053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	40	EA	\$76.58	\$3,063.20	\$95.00	\$3,800.00	\$90.00	\$3,600.00	\$135.00	\$5,400.00
116	666-2095	REFL PAV MRK TY I (W) (WORD) (090MIL)	8	EA	\$95.72	\$765.76	\$153.00	\$1,224.00	\$150.00	\$1,200.00	\$175.00	\$1,400.00
117	666-2104	REFL PAV MRK TY I (Y) 4" (BRK)(090MIL)	7300	LF	\$0.29	\$2,117.00	\$0.23	\$1,679.00	\$0.20	\$1,460.00	\$0.33	\$2,409.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction		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	\$0.28	\$11,948.16	\$0.23	\$9,814.56	\$0.20	\$8,534.40	\$0.33	\$14,081.76
119	666-2131	REFL PAV MRK TY I (Y) 24" (SLD)(090MIL)	1640	LF	\$4.31	\$7,068.40	\$5.00	\$8,200.00	\$5.00	\$8,200.00	\$4.15	\$6,806.00
120	666-2142	REF PAV MRK TY II (W) 4" (BRK)	8680	LF	\$0.16	\$1,388.80	\$0.09	\$781.20	\$0.10	\$868.00	\$0.15	\$1,302.00
121	666-2145	REF PAV MRK TY II (W) 4" (SLD)	39925	LF	\$0.13	\$5,190.25	\$0.09	\$3,593.25	\$0.10	\$3,992.50	\$0.15	\$5,988.75
122	666-2153	REF PAV MRK TY II (W) 8" (SLD)	2716	LF	\$0.33	\$896.28	\$0.20	\$543.20	\$0.20	\$543.20	\$0.30	\$814.80
123	666-2157	REF PAV MRK TY II (W) 24" (SLD)	182	LF	\$2.45	\$445.90	\$1.80	\$327.60	\$1.50	\$273.00	\$2.00	\$364.00
124	666-2160	REF PAV MRK TY II (W) (ARROW)	40	EA	\$36.54	\$1,461.60	\$31.40	\$1,256.00	\$30.00	\$1,200.00	\$20.00	\$800.00
125	666-2173	REF PAV MRK TY II (W) (WORD)	8	EA	\$20.30	\$162.40	\$31.40	\$251.20	\$30.00	\$240.00	\$22.00	\$176.00
126	666-2176	REF PAV MRK TY II (Y) 4" (BRK)	7300	LF	\$0.17	\$1,241.00	\$0.09	\$657.00	\$0.10	\$730.00	\$0.15	\$1,095.00
127	666-2178	REF PAV MRK TY II (Y) 4" (SLD)	42672	LF	\$0.13	\$5,547.36	\$0.09	\$3,840.48	\$0.10	\$4,267.20	\$0.15	\$6,400.80
128	666-2185	REF PAV MRK TY II (Y) 24" (SLD)	1640	LF	\$2.14	\$3,509.60	\$1.80	\$2,952.00	\$2.00	\$3,280.00	\$2.00	\$3,280.00
129	672-2012	REFL PAV MRKR TY I-C	662	EA	\$2.85	\$1,886.70	\$2.80	\$1,853.60	\$3.00	\$1,986.00	\$2.75	\$1,820.50
130	672-2015	REFL PAV MRKR TY II-A-A	1337	EA	\$3.02	\$4,037.74	\$2.80	\$3,743.60	\$3.00	\$4,011.00	\$2.65	\$3,543.05
131	672-2017	REFL PAV MRKR TY II-C-R	45	EA	\$2.88	\$129.60	\$2.80	\$126.00	\$3.00	\$135.00	\$2.80	\$126.00
132	677-2001	ELIM EXT PAV MRK & MRKS (4")	62649	LF	\$0.53	\$33,203.97	\$0.50	\$31,324.50	\$0.50	\$31,324.50	\$0.40	\$25,059.60
133	677-2008	ELIM EXT PAV MRK & MRKS (ARROW)	1	EA	\$48.24	\$48.24	\$90.00	\$90.00	\$90.00	\$90.00	\$50.00	\$50.00
134	677-2018	ELIM EXT PAV MRK & MRKS (WORD)	1	EA	\$49.49	\$49.49	\$90.00	\$90.00	\$90.00	\$90.00	\$50.00	\$50.00
135	400-2008	Cut & Restore Pavement (Asphalt)	74	SY	\$38.00	\$2,812.00	\$30.00	\$2,220.00	\$50.00	\$3,700.00	\$15.00	\$1,110.00
136	400-2009	Cut & Restore Pavement (Concrete)	199	SY	\$50.00	\$9,950.00	\$43.00	\$8,557.00	\$55.00	\$10,945.00	\$45.00	\$8,955.00
137	400-2010	Cut & Restore Pavement (Flex Base)	49	CY	\$35.00	\$1,715.00	\$56.00	\$2,744.00	\$40.00	\$1,960.00	\$32.00	\$1,568.00
138	510-AW	2" PVC Water Pipe Sch 80	355	LF	\$18.00	\$6,390.00	\$8.00	\$2,840.00	\$13.00	\$4,615.00	\$33.00	\$11,715.00
139	510-AW	3" PVC Water Pipe Sch 80	10	LF	\$22.00	\$220.00	\$10.00	\$100.00	\$14.00	\$140.00	\$35.00	\$350.00
140	510-AW	4" PVC Water Pipe (C-900 DR14), incl. Tracer Wire	20	LF	\$26.00	\$520.00	\$13.00	\$260.00	\$15.00	\$300.00	\$36.00	\$720.00
141	510-AW	6" D.I. Water Pipe (Class 350 C115)	62	LF	\$28.00	\$1,736.00	\$25.00	\$1,550.00	\$30.00	\$1,860.00	\$42.00	\$2,604.00
142	510-AW	8" PVC Water Pipe (C-900 DR14), incl. Tracer Wire	1351	LF	\$30.00	\$40,530.00	\$19.00	\$25,669.00	\$26.00	\$35,126.00	\$37.00	\$49,987.00
143	510-AW	12" PVC Water Pipe (C-900 DR14), incl. Tracer Wire	58	LF	\$44.00	\$2,552.00	\$28.00	\$1,624.00	\$38.00	\$2,204.00	\$47.00	\$2,726.00
144	505S-B	6" Steel Encasement Pipe min. (1/4" thick) (open cut)	35	LF	\$45.00	\$1,575.00	\$29.00	\$1,015.00	\$58.00	\$2,030.00	\$70.00	\$2,450.00
145	505S-B	6" Steel Encasement Pipe min. (1/4" thick) (bore)	90	LF	\$90.00	\$8,100.00	\$165.00	\$14,850.00	\$270.00	\$24,300.00	\$230.00	\$20,700.00
146	505S-B	18" Steel Encasement Pipe min. 1/4" thick (open cut)	108	LF	\$72.00	\$7,776.00	\$58.00	\$6,264.00	\$94.00	\$10,152.00	\$80.00	\$8,640.00
147	501S-B	18" Steel Encasement Pipe min. 1/4" thick (bore)	217	LF	\$220.00	\$47,740.00	\$157.00	\$34,069.00	\$290.00	\$62,930.00	\$230.00	\$49,910.00
148	505S-A	6" Concrete Trench Cap (open cut)	235	LF	\$24.00	\$5,640.00	\$18.00	\$4,230.00	\$20.00	\$4,700.00	\$12.00	\$2,820.00
149	510-A- 6"Dia RW	D.I. Restraints for 6" Water Pipe	62	LF	\$15.00	\$930.00	\$2.00	\$124.00	\$4.00	\$248.00	\$4.50	\$279.00
150	510-A- 8"Dia RW	D.I. Restraints for 8" Water Pipe	601	LF	\$12.00	\$7,212.00	\$4.00	\$2,404.00	\$5.00	\$3,005.00	\$5.00	\$3,005.00
151	510-A- 12"Dia RW	D.I. Restraints for 12" Water Pipe	58	LF	\$20.00	\$1,160.00	\$7.00	\$406.00	\$9.00	\$522.00	\$7.50	\$435.00
152	510-KW	2" PVC Fittings	5	EA	\$6.50	\$32.50	\$3.00	\$15.00	\$22.00	\$110.00	\$22.00	\$110.00
153	510-KW	3" PVC Fittings	2	EA	\$20.00	\$40.00	\$11.00	\$22.00	\$45.00	\$90.00	\$25.00	\$50.00
154	510-KW	4" D.I. Fittings	2	EA	\$100.00	\$200.00	\$32.00	\$64.00	\$150.00	\$300.00	\$135.00	\$270.00
155	510-KW	8" D.I. Fittings	18	EA	\$500.00	\$9,000.00	\$200.00	\$3,600.00	\$300.00	\$5,400.00	\$253.00	\$4,554.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction		Cash Construction		JC Evans Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
156	510-KW	12" D.I. Fittings	3	EA	\$750.00	\$2,250.00	\$460.00	\$1,380.00	\$580.00	\$1,740.00	\$500.00	\$1,500.00
157	510-BW	Reconnect Existing Water Service	16	EA	\$1,200.00	\$19,200.00	\$930.00	\$14,880.00	\$750.00	\$12,000.00	\$725.00	\$11,600.00
158	510-JW	Wet Connection (8" or less)	6	EA	\$1,000.00	\$6,000.00	\$840.00	\$5,040.00	\$1,500.00	\$9,000.00	\$350.00	\$2,100.00
159	510-JW	Wet Connection (12" or greater)	6	EA	\$2,000.00	\$12,000.00	\$2,000.00	\$12,000.00	\$2,500.00	\$15,000.00	\$1,286.00	\$7,716.00
160	511S-B	Fire Hydrant Assembly	5	EA	\$3,500.00	\$17,500.00	\$1,500.00	\$7,500.00	\$2,500.00	\$12,500.00	\$4,000.00	\$20,000.00
161	511S-A	6" Gate Valve (Resilient Seat)	5	EA	\$1,000.00	\$5,000.00	\$1,200.00	\$6,000.00	\$850.00	\$4,250.00	\$1,100.00	\$5,500.00
162	511S-A	8" Gate Valve (Resilient Seat)	6	EA	\$1,400.00	\$8,400.00	\$1,500.00	\$9,000.00	\$1,200.00	\$7,200.00	\$1,125.00	\$6,750.00
163	511S-E	Flushing Assembly (2")	2	EA	\$2,000.00	\$4,000.00	\$1,400.00	\$2,800.00	\$1,200.00	\$2,400.00	\$850.00	\$1,700.00
164	511S-G	Comb. Air/Vacuum Release Valve (4") Complete in place	1	EA	\$6,000.00	\$6,000.00	\$5,600.00	\$5,600.00	\$9,500.00	\$9,500.00	\$9,370.00	\$9,370.00
165	610	Tree Protection Fence	720	LF	\$2.00	\$1,440.00	\$2.00	\$1,440.00	\$2.50	\$1,800.00	\$2.25	\$1,620.00
166	509S-1	Trench Safety Systems	6274	LF	\$1.00	\$6,274.00	\$1.00	\$6,274.00	\$0.50	\$3,137.00	\$1.00	\$6,274.00
167	510-AW	16" PVC Water Pipe (C-905 DR18), incl. Tracer Wire	8162	LF	\$52.00	\$424,424.00	\$42.00	\$342,804.00	\$51.00	\$416,262.00	\$61.73	\$503,840.26
168	505S-B	30" Steel Encasement Pipe min. 7/16" thick (open cut)	292	LF	\$145.00	\$42,340.00	\$146.00	\$42,632.00	\$150.00	\$43,800.00	\$120.00	\$35,040.00
169	505S-B	30" Steel Encasement Pipe min. 7/16" thick (bore)	373	LF	\$320.00	\$119,360.00	\$305.00	\$113,765.00	\$450.00	\$167,850.00	\$350.00	\$130,550.00
170	510-A- 16"Dia RW	D.I. Restraints for 16" Water Pipe	1476	LF	\$24.00	\$35,424.00	\$21.00	\$30,996.00	\$20.00	\$29,520.00	\$13.00	\$19,188.00
171	510-KW	16" D.I. Fittings	53	EA	\$1,000.00	\$53,000.00	\$916.00	\$48,548.00	\$1,200.00	\$63,600.00	\$900.00	\$47,700.00
172	511S-A	16" Gate Valve (Resilient Seat)	10	EA	\$5,500.00	\$55,000.00	\$7,200.00	\$72,000.00	\$5,700.00	\$57,000.00	\$5,683.00	\$56,830.00
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS						\$10,452,533.09	\$8,416,705.56		\$9,564,588.00		\$9,806,914.55	
ACTUAL BASE BID PROPOSAL							\$8,416,705.56		\$9,564,588.00		\$9,806,914.55	
ADJUSTMENT DIFFERENCE							\$0.00		\$0.00		\$0.00	
Acknowledgement of Addenda:												
Addendum No. 1							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		Joe Bland Construction		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 166 through 172 are DELETED and REPLACED by Items 1A through 14A. Alternate bid total is the sum of Items 1 through 165 and Items 1A through 14A.)												
1A	509S-1	Trench Safety Systems	7433	LF	\$1.00	\$7,433.00	\$1.00	\$7,433.00	\$0.50	\$3,716.50	\$1.00	\$7,433.00
2A	510-AW	16" PVC Water Pipe (C-905 DR18), incl. Tracer Wire	2336	LF	\$52.00	\$121,472.00	\$42.00	\$98,112.00	\$51.00	\$119,136.00	\$61.73	\$144,201.28
3A	505S-B	30" Steel Encasement Pipe min. 7/16" thick (open cut)	90	LF	\$145.00	\$13,050.00	\$146.00	\$13,140.00	\$150.00	\$13,500.00	\$120.00	\$10,800.00
4A	505S-B	30" Steel Encasement Pipe min. 7/16" thick (bore)	115	LF	\$320.00	\$36,800.00	\$305.00	\$35,075.00	\$500.00	\$57,500.00	\$350.00	\$40,250.00
5A	510-A-16"Dia RW	D.I. Restraints for 16" Water Pipe	504	LF	\$24.00	\$12,096.00	\$13.00	\$6,552.00	\$20.00	\$10,080.00	\$13.00	\$6,552.00
6A	510-KW	16" D.I. Fittings	25	EA	\$1,000.00	\$25,000.00	\$530.00	\$13,250.00	\$1,200.00	\$30,000.00	\$900.00	\$22,500.00
7A	511S-A	16" Gate Valve (Resilient Seat)	5	EA	\$5,500.00	\$27,500.00	\$7,200.00	\$36,000.00	\$5,700.00	\$28,500.00	\$5,683.00	\$28,415.00
8A	510-AW	24" D.I. Water Pipe (Class 250 C151)	5826	LF	\$95.00	\$553,470.00	\$74.00	\$431,124.00	\$93.00	\$541,818.00	\$108.14	\$630,023.64
9A	505S-B	42" Steel Encasement Pipe min. (1/2" thick) (open cut)	202	LF	\$220.00	\$44,440.00	\$213.00	\$43,026.00	\$250.00	\$50,500.00	\$199.00	\$40,198.00
10A	501S-B	42" Steel Encasement Pipe min. (1/2" thick) (bore)	258	LF	\$450.00	\$116,100.00	\$430.00	\$110,940.00	\$700.00	\$180,600.00	\$490.00	\$126,420.00
11A	510-A-24"Dia RW	D.I. Restraints for 24" Water Pipe	1010	LF	\$42.00	\$42,420.00	\$26.00	\$26,260.00	\$25.00	\$25,250.00	\$20.00	\$20,200.00
12A	510-KW	24" D.I. Fittings	28	EA	\$3,000.00	\$84,000.00	\$2,700.00	\$75,600.00	\$2,400.00	\$67,200.00	\$1,900.00	\$53,200.00
13A	511S-A	24"x2" Service Saddle, 2" Corp. Stop, w/ std. Riser Box	10	EA	\$1,575.00	\$15,750.00	\$1,300.00	\$13,000.00	\$1,100.00	\$11,000.00	\$600.00	\$6,000.00
14A	511S-A	24" Butterfly Valve	5	EA	\$7,800.00	\$39,000.00	\$6,200.00	\$31,000.00	\$7,100.00	\$35,500.00	\$6,200.00	\$31,000.00
TOTAL COST OF ALTERNATE BID ADJUSTED FOR CORRECTNESS						\$10,855,242.09	\$8,700,198.56		\$9,957,719.50		\$10,174,685.21	
ACTUAL ALTERNATE BID PROPOSAL							\$8,700,198.56		\$9,957,719.50		\$10,174,685.21	
ADJUSTMENT DIFFERENCE							\$0.00		\$0.00		\$0.00	
COST DIFFERENCE BETWEEN BASE AND ALTERNATE BIDS (CTSUD'S UPGRADE COST)						\$402,709.00	\$283,493.00		\$393,131.50		\$367,770.66	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Rogers Construction		RGM Constructors		Austin Engineering		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	\$1,100.00	\$214,500.00	\$3,000.00	\$585,000.00	\$500.00	\$97,500.00	\$625.00	\$121,875.00
2	104-2009	REMOVING CONC (RIPRAP)	4500	SY	\$3.60	\$16,200.00	\$8.00	\$36,000.00	\$15.50	\$69,750.00	\$5.00	\$22,500.00
3	110-2001	EXCAVATION (ROADWAY)	130849	CY	\$5.15	\$673,872.35	\$6.26	\$819,114.74	\$4.50	\$588,820.50	\$5.00	\$654,245.00
4	132-2003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	48019	CY	\$3.75	\$180,071.25	\$2.50	\$120,047.50	\$5.00	\$240,095.00	\$2.50	\$120,047.50
5	160-2003	FURNISHING AND PLACING TOPSOIL (4")	153738	SY	\$0.95	\$146,051.10	\$0.40	\$61,495.20	\$1.38	\$212,158.44	\$0.50	\$76,869.00
6	160-2008	FURNISHING AND PLACING TOPSOIL (12")	14475	SY	\$2.45	\$35,463.75	\$1.15	\$16,646.25	\$4.13	\$59,781.75	\$1.75	\$25,331.25
7	164-2035	DRILL SEEDING (PERM) (RURAL) (CLAY)	168213	SY	\$0.13	\$21,867.69	\$0.06	\$10,092.78	\$0.06	\$10,092.78	\$0.06	\$10,092.78
8	164-2041	DRILL SEEDING (TEMP) (WARM)	42053	SY	\$0.15	\$6,307.95	\$0.05	\$2,102.65	\$0.06	\$2,523.18	\$0.05	\$2,102.65
9	164-2043	DRILL SEEDING (TEMP) (COOL)	42053	SY	\$0.15	\$6,307.95	\$0.05	\$2,102.65	\$0.05	\$2,102.65	\$0.05	\$2,102.65
10	168-2001	VEGETATIVE WATERING	4205	MG	\$17.00	\$71,485.00	\$10.50	\$44,152.50	\$40.00	\$168,200.00	\$10.00	\$42,050.00
11	169-2006	SOIL RETENTION BLANKETS (CL 2) (TY F)	2865	SY	\$1.35	\$3,867.75	\$1.10	\$3,151.50	\$1.05	\$3,008.25	\$1.05	\$3,008.25
12	169-2008	SOIL RETENTION BLANKETS (CL 2) (TY H)	10754	SY	\$5.25	\$56,458.50	\$3.80	\$40,865.20	\$3.60	\$38,714.40	\$3.65	\$39,252.10
13	247-2044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	51599	CY	\$19.75	\$1,019,080.25	\$18.00	\$928,782.00	\$25.15	\$1,297,714.85	\$22.00	\$1,135,178.00
14	310-2005	PRIME COAT (MC-30 OR AE-P)	35024	GAL	\$3.20	\$112,076.80	\$3.15	\$110,325.60	\$3.25	\$113,828.00	\$3.50	\$122,584.00
15	316-2008	ASPH (HFRS-2P)	1311	GAL	\$3.47	\$4,549.17	\$3.50	\$4,588.50	\$3.25	\$4,260.75	\$3.50	\$4,588.50
16	316-2416	AGGR (TY-D GR-4)	39	CY	\$92.65	\$3,613.35	\$92.00	\$3,588.00	\$65.00	\$2,535.00	\$70.00	\$2,730.00
17	340-2004	D-GR HMA(METH) TY-A PG64-22	4852	TON	\$49.00	\$237,748.00	\$51.00	\$247,452.00	\$45.00	\$218,340.00	\$46.00	\$223,192.00
18	341-2011	D-GR HMA(QCQA) TY-B PG64-22	28530	TON	\$49.00	\$1,397,970.00	\$49.00	\$1,397,970.00	\$47.00	\$1,340,910.00	\$47.50	\$1,355,175.00
19	341-2048	D-GR HMA(QCQA) TY-C SAC-B PG70-22	19040	TON	\$56.70	\$1,079,568.00	\$57.00	\$1,085,280.00	\$55.00	\$1,047,200.00	\$55.60	\$1,058,624.00
20	341-2050	D-GR HMA(QCQA) TY-C PG70-22	18215	TON	\$56.70	\$1,032,790.50	\$57.00	\$1,038,255.00	\$55.00	\$1,001,825.00	\$56.00	\$1,020,040.00
21	354-2021	PLANE ASPH CONC PAV(0" TO 2")	924	SY	\$5.65	\$5,220.60	\$11.00	\$10,164.00	\$6.64	\$6,135.36	\$8.00	\$7,392.00
22	403-2001	TEMPORARY SPL SHORING	646	SF	\$17.55	\$11,337.30	\$18.00	\$11,628.00	\$100.00	\$64,600.00	\$5.00	\$3,230.00
23	416-2029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	32	LF	\$172.00	\$5,504.00	\$165.00	\$5,280.00	\$155.00	\$4,960.00	\$155.00	\$4,960.00
24	432-2002	RIPRAP (CONC)(5IN)	251	CY	\$278.00	\$69,778.00	\$300.00	\$75,300.00	\$295.00	\$74,045.00	\$250.00	\$62,750.00
25	432-2040	RIPRAP (MOW STRIP)(5 IN)	195	CY	\$330.00	\$64,350.00	\$320.00	\$62,400.00	\$380.00	\$74,100.00	\$300.00	\$58,500.00
26	432-2041	RIPRAP (STONE COMMON)(DRY)(18 IN)	1096	CY	\$65.00	\$71,240.00	\$85.00	\$93,160.00	\$40.25	\$44,114.00	\$50.00	\$54,800.00
27	460-2003	CMP (GAL STL 18 IN)	2522	LF	\$34.50	\$87,009.00	\$28.00	\$70,616.00	\$36.50	\$92,053.00	\$35.00	\$88,270.00
28	460-2004	CMP (GAL STL 24 IN)	590	LF	\$41.00	\$24,190.00	\$32.00	\$18,880.00	\$46.00	\$27,140.00	\$40.00	\$23,600.00
29	460-2015	CMP AR (GAL STL DES 3)	88	LF	\$41.00	\$3,608.00	\$40.00	\$3,520.00	\$47.50	\$4,180.00	\$39.00	\$3,432.00
30	460-2016	CMP AR (GAL STL DES 4)	514	LF	\$50.00	\$25,700.00	\$50.00	\$25,700.00	\$52.00	\$26,728.00	\$45.00	\$23,130.00
31	462-2008	CONC BOX CULV (5 FT X 4FT)	250	LF	\$275.00	\$68,750.00	\$165.00	\$41,250.00	\$375.00	\$93,750.00	\$250.00	\$62,500.00
32	462-2011	CONC BOX CULV (6 FT X 4FT)	351.2	LF	\$292.00	\$102,550.40	\$215.00	\$75,508.00	\$356.00	\$125,027.20	\$270.00	\$94,824.00
33	462-2015	CONC BOX CULV (7 FT X 4FT)	120	LF	\$365.00	\$43,800.00	\$190.00	\$22,800.00	\$450.00	\$54,000.00	\$300.00	\$36,000.00
34	462-2019	CONC BOX CULV (8 FT X 4FT)	177	LF	\$324.00	\$57,348.00	\$220.00	\$38,940.00	\$400.00	\$70,800.00	\$340.00	\$60,180.00
35	462-2024	CONC BOX CULV (9 FT X 5FT)	658.25	LF	\$362.00	\$238,286.50	\$250.00	\$164,562.50	\$300.00	\$197,475.00	\$350.00	\$230,387.50
36	462-2025	CONC BOX CULV (9 FT X 6FT)	339	LF	\$407.00	\$137,973.00	\$310.00	\$105,090.00	\$355.00	\$120,345.00	\$425.00	\$144,075.00
37	464-2024	RC PIPE (CL IV)(30 IN)	348	LF	\$55.00	\$19,140.00	\$42.00	\$14,616.00	\$63.00	\$21,924.00	\$55.00	\$19,140.00
38	465-2003	INLET (COMPL)(TY H)	4	EA	\$2,800.00	\$11,200.00	\$3,500.00	\$14,000.00	\$2,450.00	\$9,800.00	\$3,000.00	\$12,000.00
39	466-2035	WINGWALL (FW-S)(HW=5 FT)	2	EA	\$5,100.00	\$10,200.00	\$6,500.00	\$13,000.00	\$3,600.00	\$7,200.00	\$2,000.00	\$4,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Rogers Construction		RGM Constructors		Austin Engineering		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	\$4,688.00	\$4,688.00	\$13,000.00	\$13,000.00	\$4,700.00	\$4,700.00	\$2,500.00	\$2,500.00
41	466-2038	WINGWALL (FW-S)(HW=8 FT)	1	EA	\$17,790.00	\$17,790.00	\$28,000.00	\$28,000.00	\$7,400.00	\$7,400.00	\$14,000.00	\$14,000.00
42	466-2049	WINGWALL (PW)(HW=5 FT)	3	EA	\$7,332.00	\$21,996.00	\$8,500.00	\$25,500.00	\$8,600.00	\$25,800.00	\$5,000.00	\$15,000.00
43	466-2097	HEADWALL (CH - FW - 30) (DIA= 30 IN)	1	EA	\$2,900.00	\$2,900.00	\$4,500.00	\$4,500.00	\$4,620.00	\$4,620.00	\$5,000.00	\$5,000.00
44	467-2121	SET (TY I)(S= 6 FT)(HW= 5 FT)(4:1)(C)	3	EA	\$6,520.00	\$19,560.00	\$5,600.00	\$16,800.00	\$5,400.00	\$16,200.00	\$3,000.00	\$9,000.00
45	467-2131	SET (TY I)(S= 8 FT)(HW= 5 FT)(4:1)(C)	3	EA	\$6,090.00	\$18,270.00	\$5,500.00	\$16,500.00	\$6,400.00	\$19,200.00	\$3,100.00	\$9,300.00
46	467-2138	SET (TY I)(S= 9 FT)(HW= 8 FT)(4:1)(C)	8	EA	\$10,400.00	\$83,200.00	\$9,000.00	\$72,000.00	\$9,300.00	\$74,400.00	\$5,000.00	\$40,000.00
47	467-2184	SET (TY I)(S= 5 FT)(HW= 5 FT)(6:1)(P)	2	EA	\$11,145.00	\$22,290.00	\$7,500.00	\$15,000.00	\$4,800.00	\$9,600.00	\$9,000.00	\$18,000.00
48	467-2301	SET (TY II)(18 IN)(CMP)(6:1)(P)	76	EA	\$1,040.00	\$79,040.00	\$575.00	\$43,700.00	\$1,275.00	\$96,900.00	\$700.00	\$53,200.00
49	467-2303	SET (TY II)(24 IN)(CMP)(6:1)(P)	25	EA	\$1,200.00	\$30,000.00	\$725.00	\$18,125.00	\$1,480.00	\$37,000.00	\$900.00	\$22,500.00
50	467-2337	SET (TY II)(DES 3)(CMP)(6:1)(P)	4	EA	\$1,800.00	\$7,200.00	\$1,100.00	\$4,400.00	\$1,815.00	\$7,260.00	\$1,200.00	\$4,800.00
51	467-2338	SET (TY II)(DES 4)(CMP)(6:1)(P)	10	EA	\$2,220.00	\$22,200.00	\$1,500.00	\$15,000.00	\$2,000.00	\$20,000.00	\$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	\$3,600.00	\$10,800.00	\$3,600.00	\$10,800.00	\$1,200.00	\$3,600.00
53	496-2016	REMOV STR (PIPE)	38	EA	\$300.00	\$11,400.00	\$450.00	\$17,100.00	\$12.00	\$456.00	\$100.00	\$3,800.00
54	500-2001	MOBILIZATION	1	LS	\$326,765.00	\$326,765.00	\$500,000.00	\$500,000.00	\$223,600.00	\$223,600.00	\$900,000.00	\$900,000.00
55	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	\$6,896.00	\$124,128.00	\$9,000.00	\$162,000.00	\$2,500.00	\$45,000.00	\$9,000.00	\$162,000.00
56	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	1332	LF	\$16.00	\$21,312.00	\$10.50	\$13,986.00	\$10.00	\$13,320.00	\$10.00	\$13,320.00
57	506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	540	LF	\$28.50	\$15,390.00	\$22.00	\$11,880.00	\$21.25	\$11,475.00	\$22.00	\$11,880.00
58	506-2009	ROCK FILTER DAMS (REMOVE)	1632	LF	\$2.15	\$3,508.80	\$7.00	\$11,424.00	\$6.85	\$11,179.20	\$7.00	\$11,424.00
59	506-2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	240	SY	\$7.85	\$1,884.00	\$5.25	\$1,260.00	\$5.00	\$1,200.00	\$5.10	\$1,224.00
60	506-2019	CONSTRUCTION EXITS (REMOVE)	240	SY	\$4.35	\$1,044.00	\$4.20	\$1,008.00	\$4.00	\$960.00	\$4.00	\$960.00
61	506-2034	TEMPORARY SEDIMENT CONTROL FENCE	25762	LF	\$1.60	\$41,219.20	\$1.00	\$25,762.00	\$0.93	\$23,958.66	\$1.00	\$25,762.00
62	512-2011	PORT CTB (DES SOURCE)(SAFETY SH)(TY 2)	1290	LF	\$7.00	\$9,030.00	\$12.00	\$15,480.00	\$8.00	\$10,320.00	\$7.00	\$9,030.00
63	512-2017	PORT CTB (DES SOURCE)(LOW PROF)(TY 1)	1280	LF	\$7.00	\$8,960.00	\$10.00	\$12,800.00	\$8.00	\$10,240.00	\$8.00	\$10,240.00
64	512-2018	PORT CTB (DES SOURCE)(LOW PROF)(TY 2)	80	LF	\$8.00	\$640.00	\$35.00	\$2,800.00	\$8.00	\$640.00	\$8.00	\$640.00
65	512-2020	PORT CTB (MOVE)(SAFETY SH)(TY 2)	1320	LF	\$7.00	\$9,240.00	\$10.00	\$13,200.00	\$5.00	\$6,600.00	\$3.00	\$3,960.00
66	512-2029	PORT CTB (STKPL)(SAFETY SH)(TY 2)	1290	LF	\$7.00	\$9,030.00	\$9.00	\$11,610.00	\$5.00	\$6,450.00	\$7.00	\$9,030.00
67	512-2035	PORT CTB (STKPL)(LOW PROF)(TY 1)	1280	LF	\$7.00	\$8,960.00	\$8.00	\$10,240.00	\$5.00	\$6,400.00	\$7.00	\$8,960.00
68	512-2036	PORT CTB (STKPL)(LOW PROF)(TY 2)	80	LF	\$7.00	\$560.00	\$35.00	\$2,800.00	\$5.00	\$400.00	\$7.00	\$560.00
69	529-2066	CONC CURB (RIBBON)(MOD)	224	LF	\$13.20	\$2,956.80	\$16.00	\$3,584.00	\$13.00	\$2,912.00	\$10.00	\$2,240.00
70	530-2010	DRIVEWAYS (CONC)	407	SY	\$49.55	\$20,166.85	\$50.00	\$20,350.00	\$50.00	\$20,350.00	\$60.00	\$24,420.00
71	530-2011	DRIVEWAYS (ACP)	2736	SY	\$15.75	\$43,092.00	\$16.00	\$43,776.00	\$26.00	\$71,136.00	\$27.00	\$73,872.00
72	540-2001	MTL W-BEAM GD FEN (TIM POST)	1837.5	LF	\$17.80	\$32,707.50	\$18.00	\$33,075.00	\$14.00	\$25,725.00	\$14.00	\$25,725.00
73	540-2002	MTL W-BEAM GD FEN (STEEL POST)	200	LF	\$26.25	\$5,250.00	\$26.00	\$5,200.00	\$26.50	\$5,300.00	\$21.00	\$4,200.00
74	540-2005	TERMINAL ANCHOR SECTION	9	EA	\$435.00	\$3,915.00	\$330.00	\$2,970.00	\$440.00	\$3,960.00	\$410.00	\$3,690.00
75	540-2025	TERMINAL ANCHOR SECTION (DRWY) (SPCL)	1	EA	\$415.00	\$415.00	\$380.00	\$380.00	\$500.00	\$500.00	\$485.00	\$485.00
76	542-2001	REMOVING METAL BEAM GUARD FENCE	1975	LF	\$1.95	\$3,851.25	\$1.05	\$2,073.75	\$1.50	\$2,962.50	\$2.00	\$3,950.00
77	542-2002	REMOVING TERMINAL ANCHOR SECTION	19	EA	\$100.00	\$1,900.00	\$105.00	\$1,995.00	\$130.00	\$2,470.00	\$150.00	\$2,850.00
78	544-2001	GUARDRAIL END TREATMENT (INSTALL)	8	EA	\$1,126.00	\$9,008.00	\$1,900.00	\$15,200.00	\$1,852.00	\$14,816.00	\$1,900.00	\$15,200.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Rogers Construction		RGM Constructors		Austin Engineering		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	\$12,000.00	\$120,000.00	\$6,500.00	\$65,000.00	\$12,150.00	\$121,500.00	\$5,900.00	\$59,000.00
80	545-2002	CRASH CUSH ATTEN (MOVE & RESET)	4	EA	\$2,115.00	\$8,460.00	\$2,500.00	\$10,000.00	\$2,150.00	\$8,600.00	\$2,300.00	\$9,200.00
81	545-2003	CRASH CUSH ATTEN (REMOVE)	10	EA	\$1,150.00	\$11,500.00	\$900.00	\$9,000.00	\$1,135.00	\$11,350.00	\$800.00	\$8,000.00
82	560-2004	MAILBOX INSTALL-S (WC-POST) TY 3 FND	17	EA	\$145.00	\$2,465.00	\$125.00	\$2,125.00	\$165.00	\$2,805.00	\$120.00	\$2,040.00
83	560-2005	MAILBOX INSTALL-D (WC-POST) TY 3 FND	1	EA	\$220.00	\$220.00	\$170.00	\$170.00	\$165.00	\$165.00	\$160.00	\$160.00
84	610-2024	INS RD IL AM (TY SA) 40T-10 (.25 KW)S	4	EA	\$2,095.00	\$8,380.00	\$2,100.00	\$8,400.00	\$2,850.00	\$11,400.00	\$2,000.00	\$8,000.00
85	618-2018	CONDT (PVC) (SCHD 40) (2")	1365	LF	\$4.00	\$5,460.00	\$4.25	\$5,801.25	\$6.95	\$9,486.75	\$4.00	\$5,460.00
86	618-2022	CONDT (PVC) (SCHD 40) (3")	1790	LF	\$6.35	\$11,366.50	\$6.40	\$11,456.00	\$12.25	\$21,927.50	\$6.00	\$10,740.00
87	620-2011	ELEC CONDR (NO. 8) BARE	690	LF	\$1.00	\$690.00	\$0.85	\$586.50	\$1.35	\$931.50	\$1.00	\$690.00
88	620-2012	ELEC CONDR (NO. 8) INSULATED	1380	LF	\$1.25	\$1,725.00	\$0.95	\$1,311.00	\$1.50	\$2,070.00	\$1.00	\$1,380.00
89	624-2012	GROUND BOX TY C (162911) W/APRON	6	EA	\$756.00	\$4,536.00	\$800.00	\$4,800.00	\$650.00	\$3,900.00	\$750.00	\$4,500.00
90	624-2014	GROUND BOX TY D (162922) W/APRON	2	EA	\$856.00	\$1,712.00	\$900.00	\$1,800.00	\$725.00	\$1,450.00	\$850.00	\$1,700.00
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	\$4,875.00	\$9,750.00	\$3,800.00	\$7,600.00
92	644-2001	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	30	EA	\$367.50	\$11,025.00	\$375.00	\$11,250.00	\$500.00	\$15,000.00	\$355.00	\$10,650.00
93	644-2004	INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	21	EA	\$420.00	\$8,820.00	\$425.00	\$8,925.00	\$500.00	\$10,500.00	\$410.00	\$8,610.00
94	644-2006	INS SM RD SN SUP&AM TY 10BWG(1) SA(U)	2	EA	\$525.00	\$1,050.00	\$525.00	\$1,050.00	\$631.43	\$1,262.86	\$500.00	\$1,000.00
95	644-2027	INS SM RD SN SUP&AM TY S80(1) SA(U)	10	EA	\$550.00	\$5,500.00	\$550.00	\$5,500.00	\$837.04	\$8,370.40	\$550.00	\$5,500.00
96	644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	7	EA	\$310.00	\$2,170.00	\$315.00	\$2,205.00	\$110.00	\$770.00	\$300.00	\$2,100.00
97	644-2058	RELOCATE SM RD SN SUP & AM TY S80	2	EA	\$310.00	\$620.00	\$315.00	\$630.00	\$110.00	\$220.00	\$300.00	\$600.00
98	658-2240	INSTL DEL ASSM (D-SW)SZ 1(F LX)GF2	34	EA	\$47.00	\$1,598.00	\$47.00	\$1,598.00	\$109.00	\$3,706.00	\$45.00	\$1,530.00
99	658-2314	INSTL OM ASSM (OM-2X)(WC) GND	26	EA	\$52.50	\$1,365.00	\$52.00	\$1,352.00	\$109.00	\$2,834.00	\$50.00	\$1,300.00
100	662-2004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	81698	LF	\$0.23	\$18,790.54	\$0.20	\$16,339.60	\$0.16	\$13,071.68	\$0.20	\$16,339.60
101	662-2012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	1283	LF	\$0.45	\$577.35	\$0.42	\$538.86	\$0.35	\$449.05	\$0.40	\$513.20
102	662-2016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	256	LF	\$4.20	\$1,075.20	\$4.25	\$1,088.00	\$4.35	\$1,113.60	\$4.00	\$1,024.00
103	662-2032	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	83694	LF	\$0.23	\$19,249.62	\$0.20	\$16,738.80	\$0.16	\$13,391.04	\$0.20	\$16,738.80
104	662-2039	WK ZN PAV MRK NON-REMOV (Y) 24" (SLD)	916	LF	\$4.20	\$3,847.20	\$4.25	\$3,893.00	\$4.30	\$3,938.80	\$4.00	\$3,664.00
105	662-2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	4102	LF	\$0.78	\$3,199.56	\$0.80	\$3,281.60	\$0.47	\$1,927.94	\$0.75	\$3,076.50
106	662-2075	WK ZN PAV MRK REMOV (W) 8" (SLD)	294	LF	\$1.55	\$455.70	\$1.54	\$452.76	\$1.00	\$294.00	\$1.50	\$441.00
107	662-2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	5167	LF	\$0.78	\$4,030.26	\$0.80	\$4,133.60	\$0.47	\$2,428.49	\$0.75	\$3,875.25
108	662-2106	WK ZN PAV MRK REMOV (Y) 24" (SLD)	332	LF	\$5.25	\$1,743.00	\$5.25	\$1,743.00	\$6.50	\$2,158.00	\$5.00	\$1,660.00
109	662-2113	WK ZN PAV MRK SHT TERM (TAB) TY W	3259	EA	\$1.00	\$3,259.00	\$0.95	\$3,096.05	\$0.49	\$1,596.91	\$1.00	\$3,259.00
110	662-2115	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	4339	EA	\$1.00	\$4,339.00	\$0.90	\$3,905.10	\$0.49	\$2,126.11	\$1.00	\$4,339.00
111	666-2002	REFL PAV MRK TY I (W) 4" (BRK)(090MIL)	8680	LF	\$0.30	\$2,604.00	\$0.29	\$2,517.20	\$0.21	\$1,822.80	\$0.25	\$2,170.00
112	666-2011	REFL PAV MRK TY I (W) 4" (SLD)(090MIL)	39925	LF	\$0.30	\$11,977.50	\$0.29	\$11,578.25	\$0.21	\$8,384.25	\$0.25	\$9,981.25
113	666-2035	REFL PAV MRK TY I (W) 8" (SLD)(090MIL)	2716	LF	\$0.57	\$1,548.12	\$0.58	\$1,575.28	\$0.42	\$1,140.72	\$0.60	\$1,629.60
114	666-2047	REFL PAV MRK TY I (W) 24" (SLD)(090MIL)	182	LF	\$5.52	\$1,004.64	\$5.75	\$1,046.50	\$4.75	\$864.50	\$6.00	\$1,092.00
115	666-2053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	40	EA	\$94.50	\$3,780.00	\$100.00	\$4,000.00	\$90.00	\$3,600.00	\$90.00	\$3,600.00
116	666-2095	REFL PAV MRK TY I (W) (WORD) (090MIL)	8	EA	\$115.50	\$924.00	\$125.00	\$1,000.00	\$145.00	\$1,160.00	\$110.00	\$880.00
117	666-2104	REFL PAV MRK TY I (Y) 4" (BRK)(090MIL)	7300	LF	\$0.30	\$2,190.00	\$0.31	\$2,263.00	\$0.22	\$1,606.00	\$0.30	\$2,190.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Rogers Construction		RGM Constructors		Austin Engineering		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	\$0.30	\$12,801.60	\$0.31	\$13,228.32	\$0.22	\$9,387.84	\$0.30	\$12,801.60
119	666-2131	REFL PAV MRK TY I (Y) 24" (SLD)(090MIL)	1640	LF	\$5.52	\$9,052.80	\$5.75	\$9,430.00	\$4.55	\$7,462.00	\$5.00	\$8,200.00
120	666-2142	REF PAV MRK TY II (W) 4" (BRK)	8680	LF	\$0.15	\$1,302.00	\$0.15	\$1,302.00	\$0.09	\$781.20	\$0.20	\$1,736.00
121	666-2145	REF PAV MRK TY II (W) 4" (SLD)	39925	LF	\$0.15	\$5,988.75	\$0.15	\$5,988.75	\$0.09	\$3,593.25	\$0.20	\$7,985.00
122	666-2153	REF PAV MRK TY II (W) 8" (SLD)	2716	LF	\$0.30	\$814.80	\$0.30	\$814.80	\$0.20	\$543.20	\$0.30	\$814.80
123	666-2157	REF PAV MRK TY II (W) 24" (SLD)	182	LF	\$2.88	\$524.16	\$3.00	\$546.00	\$1.70	\$309.40	\$3.00	\$546.00
124	666-2160	REF PAV MRK TY II (W) (ARROW)	40	EA	\$63.00	\$2,520.00	\$65.00	\$2,600.00	\$30.00	\$1,200.00	\$60.00	\$2,400.00
125	666-2173	REF PAV MRK TY II (W) (WORD)	8	EA	\$89.00	\$712.00	\$90.00	\$720.00	\$30.00	\$240.00	\$90.00	\$720.00
126	666-2176	REF PAV MRK TY II (Y) 4" (BRK)	7300	LF	\$0.15	\$1,095.00	\$0.15	\$1,095.00	\$0.09	\$657.00	\$0.20	\$1,460.00
127	666-2178	REF PAV MRK TY II (Y) 4" (SLD)	42672	LF	\$0.15	\$6,400.80	\$0.15	\$6,400.80	\$0.09	\$3,840.48	\$0.20	\$8,534.40
128	666-2185	REF PAV MRK TY II (Y) 24" (SLD)	1640	LF	\$2.90	\$4,756.00	\$2.90	\$4,756.00	\$1.75	\$2,870.00	\$3.00	\$4,920.00
129	672-2012	REFL PAV MRKR TY I-C	662	EA	\$3.66	\$2,422.92	\$3.70	\$2,449.40	\$2.65	\$1,754.30	\$4.00	\$2,648.00
130	672-2015	REFL PAV MRKR TY II-A-A	1337	EA	\$3.66	\$4,893.42	\$3.70	\$4,946.90	\$2.65	\$3,543.05	\$4.00	\$5,348.00
131	672-2017	REFL PAV MRKR TY II-C-R	45	EA	\$3.66	\$164.70	\$3.70	\$166.50	\$2.65	\$119.25	\$4.00	\$180.00
132	677-2001	ELIM EXT PAV MRK & MRKS (4")	62649	LF	\$0.46	\$28,818.54	\$0.50	\$31,324.50	\$0.49	\$30,698.01	\$0.50	\$31,324.50
133	677-2008	ELIM EXT PAV MRK & MRKS (ARROW)	1	EA	\$78.00	\$78.00	\$78.00	\$78.00	\$85.00	\$85.00	\$80.00	\$80.00
134	677-2018	ELIM EXT PAV MRK & MRKS (WORD)	1	EA	\$112.00	\$112.00	\$110.00	\$110.00	\$85.00	\$85.00	\$110.00	\$110.00
135	400-2008	Cut & Restore Pavement (Asphalt)	74	SY	\$58.00	\$4,292.00	\$78.00	\$5,772.00	\$45.00	\$3,330.00	\$45.00	\$3,330.00
136	400-2009	Cut & Restore Pavement (Concrete)	199	SY	\$121.00	\$24,079.00	\$100.00	\$19,900.00	\$74.00	\$14,726.00	\$60.00	\$11,940.00
137	400-2010	Cut & Restore Pavement (Flex Base)	49	CY	\$37.00	\$1,813.00	\$85.00	\$4,165.00	\$85.35	\$4,182.15	\$35.00	\$1,715.00
138	510-AW	2" PVC Water Pipe Sch 80	355	LF	\$16.00	\$5,680.00	\$25.00	\$8,875.00	\$18.00	\$6,390.00	\$15.00	\$5,325.00
139	510-AW	3" PVC Water Pipe Sch 80	10	LF	\$34.00	\$340.00	\$100.00	\$1,000.00	\$22.00	\$220.00	\$15.00	\$150.00
140	510-AW	4" PVC Water Pipe (C-900 DR14), incl. Tracer Wire	20	LF	\$65.00	\$1,300.00	\$110.00	\$2,200.00	\$25.00	\$500.00	\$17.00	\$340.00
141	510-AW	6" D.I. Water Pipe (Class 350 C115)	62	LF	\$51.00	\$3,162.00	\$80.00	\$4,960.00	\$30.00	\$1,860.00	\$30.00	\$1,860.00
142	510-AW	8" PVC Water Pipe (C-900 DR14), incl. Tracer Wire	1351	LF	\$33.30	\$44,988.30	\$30.00	\$40,530.00	\$32.50	\$43,907.50	\$35.00	\$47,285.00
143	510-AW	12" PVC Water Pipe (C-900 DR14), incl. Tracer Wire	58	LF	\$54.00	\$3,132.00	\$35.00	\$2,030.00	\$41.00	\$2,378.00	\$45.00	\$2,610.00
144	505S-B	6" Steel Encasement Pipe min. (1/4" thick) (open cut)	35	LF	\$31.00	\$1,085.00	\$85.00	\$2,975.00	\$75.00	\$2,625.00	\$30.00	\$1,050.00
145	505S-B	6" Steel Encasement Pipe min. (1/4" thick) (bore)	90	LF	\$254.00	\$22,860.00	\$140.00	\$12,600.00	\$221.00	\$19,890.00	\$250.00	\$22,500.00
146	505S-B	18" Steel Encasement Pipe min. 1/4" thick (open cut)	108	LF	\$82.00	\$8,856.00	\$100.00	\$10,800.00	\$125.00	\$13,500.00	\$60.00	\$6,480.00
147	501S-B	18" Steel Encasement Pipe min. 1/4" thick (bore)	217	LF	\$254.00	\$55,118.00	\$185.00	\$40,145.00	\$210.00	\$45,570.00	\$260.00	\$56,420.00
148	505S-A	6" Concrete Trench Cap (open cut)	235	LF	\$26.00	\$6,110.00	\$28.00	\$6,580.00	\$30.00	\$7,050.00	\$30.00	\$7,050.00
149	510-A- 6"Dia RW	D.I. Restraints for 6" Water Pipe	62	LF	\$4.75	\$294.50	\$11.00	\$682.00	\$30.00	\$1,860.00	\$8.00	\$496.00
150	510-A- 8"Dia RW	D.I. Restraints for 8" Water Pipe	601	LF	\$6.25	\$3,756.25	\$9.00	\$5,409.00	\$18.00	\$10,818.00	\$8.00	\$4,808.00
151	510-A- 12"Dia RW	D.I. Restraints for 12" Water Pipe	58	LF	\$11.65	\$675.70	\$10.00	\$580.00	\$21.00	\$1,218.00	\$12.00	\$696.00
152	510-KW	2" PVC Fittings	5	EA	\$63.00	\$315.00	\$80.00	\$400.00	\$86.00	\$430.00	\$85.00	\$425.00
153	510-KW	3" PVC Fittings	2	EA	\$70.00	\$140.00	\$130.00	\$260.00	\$88.00	\$176.00	\$100.00	\$200.00
154	510-KW	4" D.I. Fittings	2	EA	\$190.00	\$380.00	\$325.00	\$650.00	\$300.00	\$600.00	\$350.00	\$700.00
155	510-KW	8" D.I. Fittings	18	EA	\$295.00	\$5,310.00	\$530.00	\$9,540.00	\$400.00	\$7,200.00	\$600.00	\$10,800.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Rogers Construction		RGM Constructors		Austin Engineering		Capital Excavation	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
156	510-KW	12" D.I. Fittings	3	EA	\$580.00	\$1,740.00	\$950.00	\$2,850.00	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00
157	510-BW	Reconnect Existing Water Service	16	EA	\$995.00	\$15,920.00	\$1,500.00	\$24,000.00	\$700.00	\$11,200.00	\$1,000.00	\$16,000.00
158	510-JW	Wet Connection (8" or less)	6	EA	\$878.00	\$5,268.00	\$1,200.00	\$7,200.00	\$750.00	\$4,500.00	\$4,000.00	\$24,000.00
159	510-JW	Wet Connection (12" or greater)	6	EA	\$2,750.00	\$16,500.00	\$2,400.00	\$14,400.00	\$1,800.00	\$10,800.00	\$5,000.00	\$30,000.00
160	511S-B	Fire Hydrant Assembly	5	EA	\$2,900.00	\$14,500.00	\$2,800.00	\$14,000.00	\$2,400.00	\$12,000.00	\$2,500.00	\$12,500.00
161	511S-A	6" Gate Valve (Resilient Seat)	5	EA	\$885.00	\$4,425.00	\$1,200.00	\$6,000.00	\$800.00	\$4,000.00	\$1,200.00	\$6,000.00
162	511S-A	8" Gate Valve (Resilient Seat)	6	EA	\$1,300.00	\$7,800.00	\$1,600.00	\$9,600.00	\$1,150.00	\$6,900.00	\$1,500.00	\$9,000.00
163	511S-E	Flushing Assembly (2")	2	EA	\$1,678.00	\$3,356.00	\$2,000.00	\$4,000.00	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00
164	511S-G	Comb. Air/Vacuum Release Valve (4") Complete in place	1	EA	\$7,850.00	\$7,850.00	\$7,500.00	\$7,500.00	\$8,300.00	\$8,300.00	\$7,500.00	\$7,500.00
165	610	Tree Protection Fence	720	LF	\$2.10	\$1,512.00	\$2.20	\$1,584.00	\$2.25	\$1,620.00	\$2.50	\$1,800.00
166	509S-1	Trench Safety Systems	6274	LF	\$1.10	\$6,901.40	\$1.50	\$9,411.00	\$1.25	\$7,842.50	\$1.00	\$6,274.00
167	510-AW	16" PVC Water Pipe (C-905 DR18), incl. Tracer Wire	8162	LF	\$50.35	\$410,956.70	\$45.00	\$367,290.00	\$48.00	\$391,776.00	\$44.00	\$359,128.00
168	505S-B	30" Steel Encasement Pipe min. 7/16" thick (open cut)	292	LF	\$138.00	\$40,296.00	\$220.00	\$64,240.00	\$295.00	\$86,140.00	\$135.00	\$39,420.00
169	505S-B	30" Steel Encasement Pipe min. 7/16" thick (bore)	373	LF	\$395.00	\$147,335.00	\$150.00	\$55,950.00	\$330.00	\$123,090.00	\$400.00	\$149,200.00
170	510-A- 16"Dia RW	D.I. Restraints for 16" Water Pipe	1476	LF	\$18.40	\$27,158.40	\$7.00	\$10,332.00	\$27.00	\$39,852.00	\$19.00	\$28,044.00
171	510-KW	16" D.I. Fittings	53	EA	\$1,100.00	\$58,300.00	\$750.00	\$39,750.00	\$1,275.00	\$67,575.00	\$1,500.00	\$79,500.00
172	511S-A	16" Gate Valve (Resilient Seat)	10	EA	\$6,350.00	\$63,500.00	\$5,600.00	\$56,000.00	\$5,650.00	\$56,500.00	\$4,800.00	\$48,000.00
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS					\$9,842,221.49		\$9,848,972.64		\$9,895,515.50		\$9,899,667.68	
ACTUAL BASE BID PROPOSAL					\$9,842,221.49		\$9,848,972.64		\$9,895,515.50		\$9,899,667.68	
ADJUSTMENT DIFFERENCE					\$0.00		\$0.00		\$0.00		\$0.00	
Acknowledgement of Addenda:												
Addendum No. 1					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	Rogers Construction		RGM Constructors		Austin Engineering		Capital Excavation	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
ALTERNATE BID ITEMS (Items 166 through 172 are DELETED and REPLACED by Items 1A through 14A. All other items remain the same.)												
1A	509S-1	Trench Safety Systems	7433	LF	\$1.10	\$8,176.30	\$1.00	\$7,433.00	\$1.25	\$9,291.25	\$1.00	\$7,433.00
2A	510-AW	16" PVC Water Pipe (C-905 DR18), incl. Tracer Wire	2336	LF	\$50.50	\$117,968.00	\$45.00	\$105,120.00	\$48.00	\$112,128.00	\$49.00	\$114,464.00
3A	505S-B	30" Steel Encasement Pipe min. 7/16" thick (open cut)	90	LF	\$138.00	\$12,420.00	\$215.00	\$19,350.00	\$295.00	\$26,550.00	\$147.00	\$13,230.00
4A	505S-B	30" Steel Encasement Pipe min. 7/16" thick (bore)	115	LF	\$395.00	\$45,425.00	\$175.00	\$20,125.00	\$330.00	\$37,950.00	\$405.00	\$46,575.00
5A	510-A-16"Dia RW	D.I. Restraints for 16" Water Pipe	504	LF	\$1,352.00	\$681,408.00	\$35.00	\$17,640.00	\$1,275.00	\$642,600.00	\$21.00	\$10,584.00
6A	510-KW	16" D.I. Fittings	25	EA	\$1,295.00	\$32,375.00	\$525.00	\$13,125.00	\$1,275.00	\$31,875.00	\$1,620.00	\$40,500.00
7A	511S-A	16" Gate Valve (Resilient Seat)	5	EA	\$6,635.00	\$33,175.00	\$3,300.00	\$16,500.00	\$5,650.00	\$28,250.00	\$5,200.00	\$26,000.00
8A	510-AW	24" D.I. Water Pipe (Class 250 C151)	5826	LF	\$101.35	\$590,465.10	\$100.00	\$582,600.00	\$115.00	\$669,990.00	\$90.00	\$524,340.00
9A	505S-B	42" Steel Encasement Pipe min. (1/2" thick) (open cut)	202	LF	\$206.00	\$41,612.00	\$240.00	\$48,480.00	\$300.00	\$60,600.00	\$200.00	\$40,400.00
10A	501S-B	42" Steel Encasement Pipe min. (1/2" thick) (bore)	258	LF	\$593.00	\$152,994.00	\$240.00	\$61,920.00	\$500.00	\$129,000.00	\$615.00	\$158,670.00
11A	510-A-24"Dia RW	D.I. Restraints for 24" Water Pipe	1010	LF	\$41.20	\$41,612.00	\$70.00	\$70,700.00	\$35.00	\$35,350.00	\$18.00	\$18,180.00
12A	510-KW	24" D.I. Fittings	28	EA	\$2,647.00	\$74,116.00	\$3,900.00	\$109,200.00	\$2,400.00	\$67,200.00	\$3,600.00	\$100,800.00
13A	511S-A	24"x2" Service Saddle, 2" Corp. Stop, w/ std. Riser Box	10	EA	\$1,385.00	\$13,850.00	\$1,200.00	\$12,000.00	\$850.00	\$8,500.00	\$865.00	\$8,650.00
14A	511S-A	24" Butterfly Valve	5	EA	\$7,075.00	\$35,375.00	\$7,000.00	\$35,000.00	\$7,500.00	\$37,500.00	\$9,000.00	\$45,000.00
TOTAL COST OF ALTERNATE BID ADJUSTED FOR CORRECTNESS					\$10,968,745.39		\$10,968,165.64		\$11,019,524.25		\$11,054,493.68	
ACTUAL ALTERNATE BID PROPOSAL					\$10,968,745.39		\$10,968,165.64		\$11,019,524.25		\$11,054,493.68	
ADJUSTMENT DIFFERENCE					\$0.00		\$0.00		\$0.00		\$0.00	
COST DIFFERENCE BETWEEN BASE AND ALTERNATE BIDS (CTSUD'S UPGRADE COST)					\$1,126,523.90		\$1,119,193.00		\$1,124,008.75		\$1,154,826.00	

Discuss real estate matters**Commissioners Court - Regular Session**

Date: 02/02/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Executive Session

Information**Agenda Item**

1. Proposed or potential purchase of lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
 - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - d) Discuss proposed acquisition of property for right-of-way for CR 104 project.
 - e) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
 - f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
 - g) Discuss proposed acquisition of property for proposed SH 29 project.
 - h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
 - i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
 - j) Discuss proposed acquisition of property for right-of-way on CR 175 from the intersection at CR 177 to RM 2243.

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: 01/28/2010 10:09
AM

Final Approval Date: 01/28/2010

Possible purchase or lease of property by the County Commissioners Court - Regular Session

Date: 02/02/2010
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.)

- 1) Proposed or potential purchase or lease of property by the County
 - Possible purchase of property for County facility or facilities location
- 2) Proposed or potential purchase, lease or exchange of County-owned property
 - Possible sale of County real property

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: 01/28/2010 11:19 AM
 Final Approval Date: 01/28/2010
