

AGENDA ITEM #40

Consider approving Saturday, May 20, 2000 as date for county auction at Rosenbush Auctioneers in Florence.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve Saturday, May 20, 2000, as date for county auction at Rosenbush-Auctioneers in Florence, Texas.

Vote: Motion carried 5 - 0

< Clerk copy here >

40

March 14, 2000

To: Commissioner's Court

From: Molly Dudley - Auditor's Office

Subject: Auction

Please add to the court agenda and consider approval for a Williamson County auction to be held by Rosenbush Auctioneers on Saturday, May 20th, 2000 in Florence.

Thank you.

Molly Dudley
Molly Dudley

*Approved 3-21-00
John C. Dwyer*

AGENDA ITEM #41

Consider amending motion of March 7, 2000, item #30 to exclude vehicles and equipment.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To amend motion of March 7, 2000, Agenda Item #30 to transfer personnel only.

Vote: Motion carried 5 - 0

AGENDA ITEM #42

Open and consider awarding, rejecting or extending bids for construction of Brushy Creek Road From Cedar Park to Parmer Lane.

At 10:08 a.m. on March 21, 2000, Judge Doerfler announced time to accept bids for construction of Brushy Creek Road from Cedar Park to Parmer Lane.

At 10:11 a.m. on March 21, 2000, Judge Doerfler announced time closed to accept bids for construction of Brushy Creek Road from Cedar Park to Parmer Lane.

Bids were opened and read aloud from:

Austin Bridge and Road	\$2,083,290.37
C.C. Carlton Industries, Ltd.	\$1,919,104.30
Garey Construction, Ltd.	\$1,997,475.47
Ranger Excavating, Inc.	\$2,095,925.95
Titan Construction, Inc.	\$1,814,673.15

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To note receipt and opening of bids for construction of Brushy Creek Road from Cedar Park to Parmer Lane with award to be made during the meeting of March 28, 2000.

Vote: Motion carried 5 - 0

< Clerk copy here >

WILLIAMSON COUNTY BID FORM

BRUSHY CREEK ROAD
PAVING AND DRAINAGE IMPROVEMENTS

BID NUMBER: 00WC215 BID OPENING DATE & TIME: MARCH 21, 2000 - 10:00 AM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER:

AUSTIN BRIDGE & ROAD

Mailing Address:

8906 WALL STREET SUITE 403

City:

AUSTIN

State:

TX

Zip:

78754

Telephone:

(512)

835-1608

Fax:

(512)

835-7380

Signature of Person Authorized to Sign BID



Date of BID:

3/21/00

Name and Title of Signer:

LEE SOLIS

ESTIMATING MANAGER

(Please Print or Type)

**DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

P R O P O S A L

b Description: BRUSHY CREEK ROAD

Proposal Date: 3-21-2000

Time: 10:00 AM

From: AUSTIN BRIDGE & ROAD, INC.

Bid Item Number	Bid Item Description	Quantity UM	Unit Price	Total Price
100	Preparing Right-of-way, complete and in place, per acre	23.3000 AC	7300.00	170090.00
106	Obliterating Abandoned Road, complete and in place, per 100-foot station	8.0000 ST	1080.00	8640.00
110	Excavation for Roadway and Channel, complete and in place, per cubic yard	36147.0000 CY	10.00	361470.00
132	Embankment (Type A) Density Controlled, Class 3 complete and in place, per cubic yard	19143.0000 CY	6.00	114858.00
160	Furnishing and Placing, Class 2, 4" topsoil complete and in place, per square yard	75323.0000 SY	2.10	158178.30
164	Seeding for Erosion Control, complete and in place, per square yard	75323.0000 SY	0.18	13558.14
169	Soil Retention Blanket(Curlex Matting), complete and in place, per square yard	91.0000 SY	2.50	227.50
247	12" Flexible Base, Class 5, Complete in Place Type A, Grade 1 (Brushy Creek Road), complete and in place, per square yard	47040.0000 SY	6.00	282240.00
247	8" Flexible Base, Class 5, Complete in Place, Type A, Grade 1 (Driveways/Streets), complete and in place, per square yard	4402.0000 SY	8.25	36316.50
316	One Course Surface Treatment, Grade 4, (Applied to Flexible Base), Complete in Place, complete and in place, per square yard	51442.0000 SY	0.60	30865.20
340	2" Hot Mix Asphaltic Concrete Pavement, Type C (Brushy Creek Road), complete and in place, per square yard	44564.0000 SY	3.20	142604.80
340	1-1/2" Hot Mix Asphaltic Concrete Pavement, Type C (Driveways/Streets), complete and in place, per square yard	4092.0000 SY	4.00	16368.00
432	Class B Concrete Riprap, complete and in place, per cubic yard	400.0000 CY	200.00	80000.00
460	17" x 13" Corrugated Galvanized Metal Arch Pipe, 16 gage, 2-2/3" x 1/2" corrugations, complete and in place, per linear foot	287.0000 LF	44.00	12628.00
460	28" x 20" Corrugated Galvanized Metal Arch Pipe, 16 gage, 2-2/3" x 1/2" corrugations, complete and in place per linear foot	270.0000 LF	32.00	8640.00

3/21/00 07:39:40

Page: 1

P R O P O S A L

Job Description: BRUSHY CREEK ROAD

Proposal Date: 3-21-00

Time: 10:00 AM

From: AUSTIN BRIDGE & ROAD, INC.

Bid Item Number	Bid Item Description	Quantity UM	Unit Price	Total Price
460	35" x 24" Corrugated Galvanized Metal Arch Pipe, 16 gage, 2-2/3" x 1/2" corrugations, complete and in place, per linear foot	215.0000 LF	53.00	11395.00
460	71" x 47" Corrugated Galvanized Metal Arch Pipe, 10 gage, 2-2/3" x 1/2" corrugations, complete and in place, per linear foot	196.0000 LF	110.00	21560.00
460	112" x 75" Corrugated Galvanized Metal Arch Pipe, 12 gage, 3" x 1" corrugations, complete and in place, per linear foot	361.0000 LF	135.00	48735.00
462	6' x 3' Concrete Box Culvert, complete and in place, per linear foot	265.0000 LF	160.00	42400.00
462	7' x 3' Concrete Box Culvert, complete and in place, per linear foot	173.0000 LF	200.00	34600.00
462	8' x 4' Concrete Box Culvert, complete and in place, per linear foot	516.0000 LF	150.00	77400.00
464	18" Reinforced Concrete Pipe (Class III), complete and in place, per linear foot	106.0000 LF	36.00	3816.00
3	10' Type I Inlet, complete and in place, per each	1.0000 EA	2900.00	2900.00
466	Wingwalls FW-30, complete and in place, per each	2.0000 EA	1550.00	3100.00
466	Wingwalls MCW-F1, complete and in place, per each	4.0000 EA	850.00	3400.00
466	Wingwalls MCW-F1-45, complete and in place, per each	4.0000 EA	775.00	3100.00
467	Safety End Treatment Type II (17" x 13" CMAP), complete and in place, per each	10.0000 EA	625.00	6250.00
467	Safety End Treatment Type I (PD-SPR 6' x 3' Box), complete and in place, per each	1.0000 EA	4300.00	4300.00
500	Mobilization, complete and in place, per lump sum	1.0000 LS	200000.00	200000.00
502	Barricades, Signs, and Traffic Handling, complete and in place, per month	6.0000 MO	1975.00	11850.00
529	Class A Concrete Curb and Gutter, complete and in place, per linear foot	506.0000 LF	11.00	5566.00
530	Driveway (12' Type II With Bollards & Chain), complete and in place, per each	1.0000 EA	1700.00	1700.00
531	Sidewalks, Class A Concrete, complete and in place, per square yard	310.0000 SY	20.00	6200.00

3/21/00 07:39:40

Page: 2

P R O P O S A L

Job Description: BRUSHY CREEK ROAD

Proposal Date: 3-21-00

Time: 10:00 AM

From: AUSTIN BRIDGE & ROAD, INC.

Bid Item Number	Bid Item Description	Quantity UM	Unit Price	Total Price
540	Metal Beam Guard Fence, Timber Post, 12 gage, complete and in place, per linear foot	2083.0000 LF	14.90	31036.70
540	Terminal Anchor Section, complete and in place, per each	24.0000 EA	295.00	7080.00
542	Removing Metal Beam Guard Fence (Replace) complete and in place, per linear foot	125.0000 LF	19.00	2375.00
552	Wire Fence, complete and in place, per linear foot	12800.0000 LF	5.10	65280.00
552	Gates, complete and in place, per each	7.0000 EA	425.00	2975.00
560	Mail Box Assemblies (Single), complete and in place, per each	4.0000 EA	95.00	380.00
560	Mail Box Assemblies (Double), complete and in place, per each	1.0000 EA	115.00	115.00
644	Small Roadside Sign Assemblies, complete and in place, per each	13.0000 EA	195.00	2535.00
666	Reflectorized Pavement Markings (Type 1), complete and in place, per linear foot	44634.0000 LF	0.22	9819.48
672	Raised Pavement Markers (Type II-A-A), complete and in place, per each	139.0000 EA	4.25	590.75
1000	Silt Fence, complete and in place, per linear foot	4520.0000 LF	1.35	6102.00
1001	Rock Berm, complete and in place, per linear foot	395.0000 LF	10.00	3950.00
1002	Concrete Valley Gutter, complete and in place, per linear foot	140.0000 LF	18.00	2520.00
1003	Sedimentation Trap, complete and in place, per each	18.0000 EA	350.00	6300.00
1004	Relocate Existing Cattle Guard, complete and in place, per lump sum	1.0000 LS	1200.00	1200.00
1005	Raise Valve Castings, complete and in place, per each	3.0000 EA	625.00	1875.00
1006	Remove and Replace Existing 6' Concrete Fence, complete and in place, per lump sum	1.0000 LS	10000.00	10000.00
1007	9" Revet PVC Coated Mattress, complete and in place, per square yard	44.0000 SY	50.00	2200.00
1008	Relocate Street Light (Lynwood Dr), complete and in place, p	1.0000 EA	2000.00	2000.00
GRAND TOTAL				2083290.37

3/21/00 07:39:40

ASL
ESTIMATING MANAGER
3/21/00

Page: 3

COPY

WILLIAMSON COUNTY BID FORM

188

**BRUSHY CREEK ROAD
PAVING AND DRAINAGE IMPROVEMENTS**

BID NUMBER: 00WC215 BID OPENING DATE & TIME: MARCH 21, 2000 - 10:00 AM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: C.C. Carlton Industries, Ltd.

Mailing Address: 612 Brazos, Ste. 210

City: Austin **State:** TX **Zip:** 78701

Telephone: (512) 476-4282 **Fax:** (512) 476-4286

Robert R. Martinez **Date of BID:** 3-21-00
Signature of Person Authorized to Sign BID

Name and Title of Signer: Robert Martinez, Vice President of Administration for the General Partner
(Please Print or Type)

**DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

I PROPOSAL

Williamson County
710 South Main, Suite 200
Georgetown, Texas 78626

March 2000

The undersigned, in compliance with your invitation for bids for BRUSHY CREEK ROAD PAVING AND DRAINAGE IMPROVEMENTS, having examined the plans and specifications with related documents and having carefully read same and having visited the site surrounding the construction of the proposed work, we hereby propose to furnish all labor, hauling, materials, apparatus, machinery, tools, and supplies, and to construct the project in accordance with the contract documents within the time set forth herein and at the prices stated below:

Item	Quantity		Written Price & Description	Unit Price	Total Price
100	23.3	AC	Preparing Right-of-way, complete and in place, per acre, for <u>two thousand</u> dollars and <u>200</u> cents	\$ 2000 ⁰⁰	\$ 46,600 ⁰⁰
106	8	STA	Obliterating Abandoned Road, complete and in place, per 100-foot station, for <u>two thousand</u> dollars and <u>200</u> cents	\$ 2,500 ⁰⁰	\$ 20,000 ⁰⁰
110	36,147	CY	Excavation for Roadway and Channel, complete and in place, per cubic yard, for <u>seven</u> dollars and <u>20</u> cents	\$ 7 ⁰⁰	\$ 253,029 ⁰⁰
132	19,143	CY	Embankment (Type A) Density Controlled, Class 3, complete and in place, per cubic yard, for <u>two</u> dollars and <u>zero</u> cents	\$ 2 ⁰⁰	\$ 38,286 ⁰⁰
160	75,323	SY	Furnishing and Placing, Class 2, 4" topsoil, complete and in place, per square yard, for <u>one</u> dollars and <u>fifty</u> cents	\$ 1.50	\$ 112,984.50
164	75,323	SY	Seeding for Erosion Control, complete and in place, per square yard, for <u>zero</u> dollars and <u>thirty</u> cents	\$.30	\$ 22,596.90
169	91	SY	Soil Retention Blanket (Curlex Matting), complete and in place, per square yard, for <u>fifteen</u> dollars and <u>25</u> cents	\$ 15 ⁰⁰	\$ 1,365 ⁰⁰

190

247	47,040	SY	12" Flexible Base, Class 5, Complete in Place, Type A, Grade 1 (Brushy Creek Road), complete and in place, per square yard, for <u>seven</u> dollars and <u>260</u> cents	\$ 7 ⁰⁰	\$ 329,280 ⁰⁰
247	4,402	SY	8" Flexible Base, Class 5, Complete in Place, Type A, Grade 1 (Driveways/Streets), complete and in place, per square yard, for <u>5.00</u> dollars and <u>260</u> cents	\$ 6 ⁰⁰	\$ 26,412 ⁰⁰
316	51,442	SY	One Course Surface Treatment, Grade 4, (Applied to Flexible Base), Complete in Place, complete and in place, per square yard, for <u>2.00</u> dollars and <u>ninety</u> cents	\$.90	\$ 46,297.80
340	44,564	SY	2" Hot Mix Asphaltic Concrete Pavement, Type C, (Brushy Creek Road), complete and in place, per square yard, for <u>four</u> dollars and <u>260</u> cents	\$ 4.00	\$ 178,256 ⁰⁰
340	4,092	SY	1-1/2" Hot Mix Asphaltic Concrete Pavement, Type C, (Driveways/Streets), complete and in place, per square yard, for <u>three</u> dollars and <u>thirty</u> cents	\$ 3.30	\$ 13,503.60
432	400	CY	Class B Concrete Riprap, complete and in place, per cubic yard, for <u>two hundred fifty</u> dollars and <u>260</u> cents	\$ 250 ⁰⁰	\$ 100,000
460	287	LF	17"x 13" Corrugated Galvanized Metal Arch Pipe, 16 gage, 2-2/3"x 1/2" corrugations, complete and in place, per linear foot, for <u>thirty two</u> dollars and <u>260</u> cents	\$ 32 ⁰⁰	\$ 9,184 ⁰⁰
460	270	LF	28"x 20" Corrugated Galvanized Metal Arch Pipe, 16 gage, 2-2/3"x 1/2" corrugations, complete and in place, per linear foot, for <u>forty two</u> dollars and <u>260</u> cents	\$ 42 ⁰⁰	\$ 11,340 ⁰⁰
460	215	LF	35"x 24" Corrugated Galvanized Metal Arch Pipe, 16 gage, 2-2/3"x 1/2" corrugations, complete and in place, per linear foot, for <u>forty two</u> dollars and <u>260</u> cents	\$ 42 ⁰⁰	\$ 9,030 ⁰⁰
460	196	LF	71"x 47" Corrugated Galvanized Metal Arch Pipe, 10 gage, 2-2/3"x 1/2" corrugations, complete and in place, per linear foot, for <u>one hundred ten</u> dollars and <u>260</u> cents	\$ 110 ⁰⁰	\$ 21,560 ⁰⁰
460	361	LF	112"x 75" Corrugated Galvanized Metal Arch Pipe, 12 gage, 3"x 1" corrugations, complete and in place, per linear foot, for <u>one hundred fifty</u> dollars and <u>260</u> cents	\$ 150 ⁰⁰	\$ 54,150 ⁰⁰

John Brushy/Bld-1

P-2

3/16/00
Addendum No. 1

CARLTON INDUSTRIES, LTD.
612 BRAZOS ST. #10
AUSTIN, TEXAS 78701

462	265	LF	6'x 3' Concrete Box Culvert, complete and in place, per linear foot, for <u>two hundred</u> dollars and <u>zero</u> cents	\$ 200 ⁰⁰	\$ 53,000 ⁰⁰
462	173	LF	7'x 3' Concrete Box Culvert, complete and in place, per linear foot, for <u>two hundred forty</u> dollars and <u>zero</u> cents	\$ 220 ⁰⁰	\$ 38,060 ⁰⁰
462	516	LF	8'x 4' Concrete Box Culvert, complete and in place, per linear foot, for <u>two hundred forty</u> dollars and <u>zero</u> cents	\$ 240 ⁰⁰	\$ 123,840 ⁰⁰
464	106	LF	18" Reinforced Concrete Pipe (Class III), complete and in place, per linear foot, for <u>thirty nine</u> dollars and <u>zero</u> cents	\$ 39 ⁰⁰	\$ 4134 ⁰⁰
465	1	EA	10" Type I Inlet, complete and in place, per each, for <u>thirty two hundred</u> dollars and <u>zero</u> cents	\$ 3200 ⁰⁰	\$ 3200 ⁰⁰
466	2	EA	Wingwalls FW-30, complete and in place, per each, for <u>seven thousand</u> dollars and <u>zero</u> cents	\$ 7000 ⁰⁰	\$ 14,000 ⁰⁰
466	4	EA	Wingwalls MCW-F1, complete and in place, per each, for <u>eight thousand</u> dollars and <u>zero</u> cents	\$ 8,000 ⁰⁰	\$ 32,000 ⁰⁰
466	4	EA	Wingwalls MCW-F1-45, complete and in place, per each, for <u>ten thousand</u> dollars and <u>zero</u> cents	\$ 10,000 ⁰⁰	\$ 40,000 ⁰⁰
467	10	EA	Safety End Treatment Type II (17"x 13" CMAP), complete and in place, per each, for <u>seven hundred</u> dollars and <u>zero</u> cents	\$ 700 ⁰⁰	\$ 7,000 ⁰⁰
467	1	EA	Safety End Treatment Type I (PD-SPR 6'x 3' Box), complete and in place, per each, for <u>two thousand five hundred</u> dollars and <u>zero</u> cents	\$ 2,500 ⁰⁰	\$ 2,500 ⁰⁰
500	1	LS	Mobilization, complete and in place, per lump sum, for <u>sixty five thousand</u> dollars and <u>zero</u> cents	\$ 65,000 ⁰⁰	\$ 65,000 ⁰⁰
502	6	MO	Barricades, Signs, and Traffic Handling, complete and in place, per month, for <u>five thousand</u> dollars and <u>zero</u> cents	\$ 5,000 ⁰⁰	\$ 30,000 ⁰⁰
529	506	LF	Class A Concrete Curb and Gutter, complete and in place, per linear foot, for <u>twelve</u> dollars and <u>zero</u> cents	\$ 12 ⁰⁰	\$ 6,072 ⁰⁰
530	1	EA	Driveway (12' Type II With Bollards & Chain), complete and in place, per each, for <u>two thousand five hundred</u> dollars and <u>zero</u> cents	\$ 2,500 ⁰⁰	\$ 2,500 ⁰⁰

531	310	SY	Sidewalks, Class A Concrete, complete and in place, per square yard, for <u>fifty</u> dollars and <u>200</u> cents	\$ 50 ⁰⁰	\$ 15,500 ⁰⁰
540	2,083	LF	Metal Beam Guard Fence, Timber Post, 12 gage, complete and in place, per linear foot, for <u>fifty</u> dollars and <u>200</u> cents	\$ 15 ⁰⁰	\$ 31,245 ⁰⁰
540	24	EA	Terminal Anchor Section, complete and in place, per each, for <u>four hundred</u> dollars and <u>200</u> cents	\$ 400 ⁰⁰	\$ 9,600 ⁰⁰
542	125	LF	Removing Metal Beam Guard Fence (Replace), complete and in place, per linear foot, for <u>five</u> dollars and <u>200</u> cents	\$ 5 ⁰⁰	\$ 625 ⁰⁰
552	12,800	LF	Wire Fence, complete and in place, per linear foot, for <u>three</u> dollars and <u>200</u> cents	\$ 3 ⁰⁰	\$ 38,400 ⁰⁰
552	7	EA	Gates, complete and in place, per each, for <u>one thousand</u> dollars and <u>200</u> cents	\$ 1000 ⁰⁰	\$ 7,000 ⁰⁰
560	4	EA	Mail Box Assemblies (Single), complete and in place, per each, for <u>four hundred fifty</u> dollars and <u>200</u> cents	\$ 450 ⁰⁰	\$ 1,800 ⁰⁰
560	1	EA	Mail Box Assemblies (Double), complete and in place, per each, for <u>five hundred</u> dollars and <u>200</u> cents	\$ 500 ⁰⁰	\$ 500 ⁰⁰
644	13	EA	Small Roadside Sign Assemblies, complete and in place, per each, for <u>three hundred</u> dollars and <u>200</u> cents	\$ 300 ⁰⁰	\$ 3900 ⁰⁰
666	44,634	LF	Reflectorized Pavement Markings (Type 1), complete and in place, per linear foot, for <u>200</u> dollars and <u>fourty five</u> cents	\$.25	\$ 11,158.50
672	139	EA	Raised Pavement Markers (Type II-A-A), complete and in place, per each, for <u>five</u> dollars and <u>200</u> cents	\$ 5 ⁰⁰	\$ 695 ⁰⁰
1000	4,520	LF	Silt Fence, complete and in place, per linear foot, for <u>five</u> dollars and <u>200</u> cents	\$ 5 ⁰⁰	\$ 22,600 ⁰⁰
1001	395	LF	Rock Berm, complete and in place, per linear foot, for <u>twenty</u> dollars and <u>200</u> cents	\$ 20 ⁰⁰	\$ 7,900 ⁰⁰

193

1002	140	LF	Concrete Valley Gutter, complete and in place, per linear foot, for <u>thirty four dollars</u> dollars and <u>zero</u> cents	\$ 35 ⁰⁰	\$ 4900 ⁰⁰
1003	18	EA	Sedimentation Trap, complete and in place, per each, for <u>five hundred</u> dollars and <u>zero</u> cents	\$ 500 ⁰⁰	\$ 9,000 ⁰⁰
1004	1	LS	Relocate Existing Cattle Guard, complete and in place, per lump sum, for <u>one thousand</u> dollars and <u>zero</u> cents	\$ 1500 ⁰⁰	\$ 1,500 ⁰⁰
1005	3	EA	Raise Valve Castings, complete and in place, per linear each, for <u>four hundred</u> dollars and <u>zero</u> cents	\$ 400 ⁰⁰	\$ 1,200 ⁰⁰
1006	1	LS	Remove and Replace Existing 6' Concrete Fence, complete and in place, per lump sum, for <u>thirty one hundred</u> dollars and <u>zero</u> cents	\$ 31,500 ⁰⁰	\$ 31,500 ⁰⁰
1007	44	SY	9" Revet PVC Coated Mattress, complete and in place, per square yard, for <u>one hundred</u> dollars and <u>zero</u> cents	\$ 100 ⁰⁰	\$ 4400 ⁰⁰
1008	1	EA	Relocate Street Light (Lynwood Dr.), complete and in place, per each, for _____ dollars and _____ cents	\$ 500 ⁰⁰	\$ 500 ⁰⁰
TOTAL CONTRACT AMOUNT ALL ITEMS					\$ 1,919,104.30

Written:

one million nine hundred nineteen thousand one
hundred four dollars and thirty cents

The undersigned bidder hereby acknowledges receipt of the following addenda 1, and such addenda are hereby made a part of this contract.

Number	Date	Acknowledged By
1.	3-16-00	REM
2.		
3.		

The undersigned bidder agrees to complete all the work on which he has bid within 180 calendar days from the date of the written order to commence work including the date of the work order.

A Performance and Payment Bond in the amount of one hundred percent (100%) of the Contract Price will be required.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all of the materials and supplies, and do everything required to carry out the above mentioned work covered by this proposal for the price set forth below.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the date of the opening of the bids, or any time thereafter before this bid is withdrawn, the contractor shall execute and deliver to the Owner a suitable Agreement and all other necessary contract documents covering the work of this proposal.

In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids.

C.C. Carlton Industries, Ltd
Bidder
Robert R. Martini
By: Name: Robert R. Martini
Address: 462 Brazos St. 210
Austin, TX 78701
Phone: 512 476-4282

Client#: 15712

551CARLTC

ACORD. CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 10/28/99
PRODUCER Summit Global Partners of TX PO Box 2291 Austin, TX 78768-2291 512 451-7555		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED C. C. Carlton Industries, Ltd. C. C. Carlton Construction of Austin Inc 612 Brazos Street, #210 Austin, TX 78701		
		INSURERS AFFORDING COVERAGE
		INSURER A: Columbia Casualty Company
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY) / POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG: \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A OTHER Contractors' Professional and Pollution Liab.	CPC114063315	04/23/99 04/23/00	1,000,000/Claim 1,000,000/Aggregate Subject to 5,000 SIR
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Named Insured (continued) Carlton GP, LLC Craig Carlton Carlton Construction Company			

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
To Whom It May Concern C. C. Carlton Industries, Ltd. 612 Brazos Street, #210 Austin, TX 78701		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>C. J. R.</i>

WILLIAMSON COUNTY BID FORM

**BRUSHY CREEK ROAD
PAVING AND DRAINAGE IMPROVEMENTS**

BID NUMBER: 00WC215 BID OPENING DATE & TIME: MARCH 21, 2000 - 10:00 AM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: GARBY CONSTRUCTION LTD.

Mailing Address: 11607 N. LAMAR BLVD

City: AUSTIN **State:** TX **Zip:** 78753

Telephone: (512) 837-5916 **Fax:** (512) 837-5934



Signature of Person Authorized to Sign BID

Date of BID: 3-21-00

Name and Title of Signer: RICHARD L. CONE, V. PRESIDENT
(Please Print or Type)


**DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

The undersigned bidder hereby acknowledges receipt of the following addenda 1, and such addenda are hereby made a part of this contract.

Number	Date	Acknowledged By
1.	3-16-00	
2.		
3.		


The undersigned bidder agrees to complete all the work on which he has bid within 180 calendar days from the date of the written order to commence work including the date of the work order.

A Performance and Payment Bond in the amount of one hundred percent (100%) of the Contract Price will be required.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all of the materials and supplies, and do everything required to carry out the above mentioned work covered by this proposal for the price set forth below.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the date of the opening of the bids, or any time thereafter before this bid is withdrawn, the contractor shall execute and deliver to the Owner a suitable Agreement and all other necessary contract documents covering the work of this proposal.

In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids.

GARY CONSTRUCTION LTD
 Bidder 
 By: Name: RICHARD L. COVE, V.P.E.S.
 Address: 11607 N. LAMAR BLVD
AUSTIN, TX 78753
 Phone: 512-837-5916

BRUSHY CREEK ROAD PAVING AND DRAINAGE IMPROVEMENTS
BID NUMBER 00WC215

198

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

PROPOSAL

Williamson County
 710 South Main, Suite 200
 Georgetown, Texas 78628

March 2000

The undersigned, in compliance with your invitation for bids for BRUSHY CREEK ROAD PAVING AND DRAINAGE IMPROVEMENTS, having examined the plans and specifications with related documents and having carefully read same and having visited the site surrounding the construction of the proposed work, we hereby propose to furnish all labor, hauling, materials, apparatus, machinery, tools, and supplies, and to construct the project in accordance with the contract documents within the time set forth herein and at the prices stated below:

Item	Bid Description	Bid Quantity	Units	Unit Price	Total Price
100	Preparing Right-of-way, complete and in place	23.30	AC	\$3,540.00	\$82,482.00
106	Obliterating Abandoned Road, complete and in place	8.00	STA	\$910.00	\$7,280.00
110	Excavation for Roadway and Channel, complete and in place	36,147.00	CY	\$6.15	\$294,588.05
132	Embankment (Type A) Density Controlled, Class 3, complete and in place	19,143.00	CY	\$3.70	\$70,829.10
160	Furnishing and Paving, Class 2, 4" topsoil, complete and in place	75,323.00	SY	\$1.80	\$135,581.40
164	Seeding for Erosion Control, complete and in place	75,323.00	SY	\$0.18	\$13,558.14
169	Soil Retention Blanket (Curlex Matting), complete and in place	91.00	SY	\$2.50	\$227.50
247	12" Flexible Base, Class 5, Type A, Grade 1 (Brushy Creek Road), complete and in place	47,040.00	SY	\$6.70	\$315,168.00
247	8" Flexible Base, Class 5, Type A Grade 1 (Driveways/Streets), complete and in place	4,402.00	SY	\$4.55	\$20,029.10
316	One Course Surface Treatment, Grade 4, (Applied to Flexible Base), complete and in place	51,442.00	SY	\$0.80	\$41,153.60
340	2" Hot Mix Asphaltic Concrete Pavement, Type C, (Brushy Creek Road), complete and in place	44,564.00	SY	\$3.50	\$155,974.00
340	1-1/2" Hot Mix Asphaltic Concrete Pavement, Type C, (Driveways/Streets), complete and in place	4,092.00	SY	\$2.80	\$11,457.60
432	Class B Concrete Riprap, complete and in place	400.00	CY	\$255.00	\$102,000.00
460	17"x 13" Corrugated Galvanized Metal Arch Pipe, 16 gage, 2-2/3"x 1/2" corrugations, complete and in place	287.00	LF	\$37.00	\$10,619.00
460	26"x 20" Corrugated Galvanized Metal Arch Pipe, 16 gage, 2-2/3"x 1/2" corrugations, complete and in place	270.00	LF	\$47.00	\$12,690.00
460	35"x 24" Corrugated Galvanized Metal Arch Pipe, 16 gage, 2-2/3"x 1/2" corrugations, complete and in place	215.00	LF	\$61.00	\$13,115.00

Garey Construction Ltd.
 11607 N Lamer
 Austin, TX 78753

BRUSHY CREEK ROAD PAVING AND DRAINAGE IMPROVEMENTS
 BID NUMBER 00WC215

199

RECORDERS MEMORANDUM
 All or parts of the text on this page was not
 clearly legible for satisfactory recordation.

I
 PROPOSAL

Item	Bid Description	Bid Quantity	Units	Unit Price	Total Price
460	71"x 47" Corrugated Galvanized Metal Arch Pipe, 10 gage, 2-2/3"x 1/2" corrugations, complete and in place	196.00	LF	\$121.00	\$23,716.00
460	112"x 75" Corrugated Galvanized Metal Arch Pipe, 12 gage, 3"x 1" corrugations, complete and in place	361.00	LF	\$208.00	\$74,368.00
462	6x 3' Concrete Box Culvert, complete and in place	285.00	LF	\$180.00	\$50,350.00
462	7x 3' Concrete Box Culvert, complete and in place	173.00	LF	\$228.00	\$39,444.00
462	8x 4' Concrete Box Culvert, complete and in place	516.00	LF	\$170.00	\$87,720.00
464	18" Reinforced Concrete Pipe (Class III), complete and in place	106.00	LF	\$39.00	\$4,134.00
465	10' Type I Inlet, complete and in place	1.00	EA	\$3,400.00	\$3,400.00
466	Wingwalls FW-30, complete and in place	2.00	EA	\$1,600.00	\$3,200.00
466	Wingwalls MCW-F1, complete and in place	4.00	EA	\$960.00	\$3,840.00
466	Wingwalls MCW-F1-45, complete and in place	4.00	EA	\$960.00	\$3,840.00
467	Safety End Treatment Type II (17"x 13" CMAP), complete and in place	10.00	EA	\$675.00	\$6,750.00
467	Safety End Treatment Type I (PD-SPR 6x 3' Box), complete and in place	1.00	EA	\$3,800.00	\$3,800.00
500	Mobilization, complete and in place	1.00	LS	\$199,700.00	\$199,700.00
502	Barriadeas, Signs, and Traffic Handling, complete	6.00	MO	\$4,500.00	\$27,000.00
528	Class A Concrete Curb and Gutter, complete and in place	506.00	LF	\$11.75	\$5,945.50
530	Driveway (12' Type II With Bollards & Chain), complete and in place	1.00	EA	\$2,650.00	\$2,650.00
531	Sidewalks, Class A Concrete, complete and in place	310.00	SY	\$26.00	\$8,060.00
540	Metal Beam Guard Fence, Timber Post, 12 gage, complete and in place	2,063.00	LF	\$14.00	\$29,162.00
540	Terminal Anchor Section, complete and in place	24.00	EA	\$290.00	\$6,960.00
542	Removing Metal Beam Guard Fence (Replace), complete and in place	125.00	LF	\$19.00	\$2,375.00
552	Wire Fence, complete and in place	12,800.00	LF	\$5.10	\$65,280.00
552	Gates, complete and in place	7.00	EA	\$425.00	\$2,975.00
560	Mail Box Assemblies (Single), complete and in place	4.00	EA	\$85.00	\$380.00
560	Mail Box Assemblies (Double), complete and in place	1.00	EA	\$115.00	\$115.00

Garey Construction Ltd.
 11607 N Lamer
 Austin, TX 78753

**BRUSHY CREEK ROAD PAVING AND DRAINAGE IMPROVEMENTS
BID NUMBER 00WC215**

200

PROPOSAL

Item	Bid Description	Bid Quantity	Units	Unit Price	Total Price
644	Small Roadside Sign Assemblies, complete and in place	13.00	EA	\$225.00	\$2,925.00
666	ReflectORIZED Pavement Markings Type I, complete and in place	44,634.00	LF	\$0.22	\$9,819.48
672	Raised Pavement Markers Type II-A-A, complete and in place	139.00	EA	\$4.25	\$590.75
1000	Silt Fence, complete and in place	4,520.00	LF	\$1.25	\$5,650.00
1001	Rock Berm, complete and in place	395.00	LF	\$8.95	\$3,535.25
1002	Concrete Valley Gutter, complete and in place	140.00	LF	\$32.00	\$4,480.00
1003	Sedimentation Trap, complete and in place	18.00	EA	\$350.00	\$6,300.00
1004	Relocate Existing Cattle Guard, complete and in place	1.00	LS	\$500.00	\$500.00
1005	Raise Valve Castings, complete and in place	3.00	EA	\$350.00	\$1,050.00
1006	Remove and Replace Existing 6" Concrete Fence, complete and in place	1.00	LS	\$16,000.00	\$16,000.00
1007	9" Revet PVC Coated Mattress, complete and in place	44.00	SY	\$50.00	\$2,200.00
1008	Relocate Street Light (Lynwood Dr.) complete and in place	1.00	EA	\$2,500.00	\$2,500.00
TOTAL CONTRACT AMOUNT ALL ITEMS					\$1,987,475.47

Garey Construction Ltd. certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out. Garey Construction Ltd. acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all of the extended amounts.

Signed: _____

Richard L. Cone

Title: Vice President, Garey -Texas, LLC, G.P.

Date: March 21, 2000

Garey Construction Ltd.
11607 N Lamar
Austin, TX 78753

Bid Bond

Bond Number

Know All Men By These Presents:

ThatGarey Construction Co., Inc.....
..... ofAustin, TX.....
....., as Principal, and the other undersigned, as Surety, are
held and firmly bound untoWilliamson County.....
..... as Obligees, in the full and just sum of5% of bid by the Principal.....
..... Dollars,
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

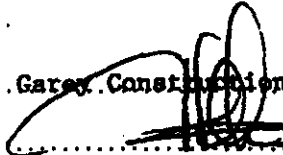
Whereas, the said Principal is herewith submitting its proposal the Brushy Creek Road Paving &
Drainage Improvements-Bid Number 00WC215, Williamson County.

The Condition Of This Obligation is such that if the aforesaid Principal shall be awarded the contract the said
Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the
performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will
pay unto the Obligees the difference in money between the amount of the bid of the said Principal and the amount for which the
Obligees legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event
shall liability hereunder exceed the penal sum hereof.

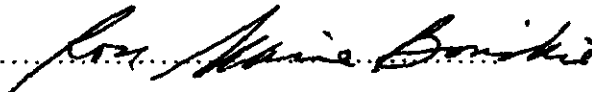
Signed, sealed and delivered3/21/00.....
(Date)



Garey Construction Co., Inc. (Seal)

 (Seal)

Fidelity and Guaranty Insurance Underwriters, Inc.
(a Wisconsin Corporation)




John W. Wagner

Attorney-in-fact

Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 21130

Certificate No. 107672

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William H. Pitts, Jr., Norman P. Rolling, John W. Wagner, James O. Schnell, Rose Marie Boriskie, Glenn Richards, Emily Mikeska and Roberta Jones

of the City of Austin, State Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed by me, day of November, 1999

Seaboard Surety Company

St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company

Fidelity and Guaranty Insurance Company

Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
 City of Baltimore

MICHAEL B. KREGAN, Vice President

MICHAEL R. MCKIBBEN, Assistant Secretary

On this 8th day of November, 1999, before me, the undersigned officer, personally appeared Michael B. Keegan and Michael R. McKibben, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

The undersigned bidder hereby acknowledges receipt of the following addenda _____, and such addenda are hereby made a part of this contract.

Number	Date	Acknowledged By
1.	MARCH 16, 2000	H. J. R.
2.		
3.		

The undersigned bidder agrees to complete all the work on which he has bid within 180 calendar days from the date of the written order to commence work including the date of the work order.

A Performance and Payment Bond in the amount of one hundred percent (100%) of the Contract Price will be required.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all of the materials and supplies, and do everything required to carry out the above mentioned work covered by this proposal for the price set forth below.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the date of the opening of the bids, or any time thereafter before this bid is withdrawn, the contractor shall execute and deliver to the Owner a suitable Agreement and all other necessary contract documents covering the work of this proposal.

In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids.

RANGER EXCAVATING, INC.
 Bidder [Signature]
 By: Name: MARK MCKENNA
 Address: 5222 HUNGER CREEK RD #B-1
AUSTIN, TX 78759
 Phone: 512 331-5551

I
PROPOSAL

Williamson County
710 South Main, Suite 200
Georgetown, Texas 78626

March 2000

The undersigned, in compliance with your invitation for bids for BRUSHY CREEK ROAD PAVING AND DRAINAGE IMPROVEMENTS, having examined the plans and specifications with related documents and having carefully read same and having visited the site surrounding the construction of the proposed work, we hereby propose to furnish all labor, hauling, materials, apparatus, machinery, tools, and supplies, and to construct the project in accordance with the contract documents within the time set forth herein and at the prices stated below:

Item	Quantity		Written Price & Description	Unit Price	Total Price
100	23.3	AC	Preparing Right-of-way, complete and in place, per acre, for THREE THOUSAND <u>2000</u> dollars and <u>00</u> cents	\$ <u>3000⁰⁰</u>	\$ <u>69,900⁰⁰</u>
106	8	STA	Obliterating Abandoned Road, complete and in place, per 100-foot station, for ONE THOUSAND <u>1000</u> dollars and <u>00</u> cents	\$ <u>1000⁰⁰</u>	\$ <u>8000⁰⁰</u>
110	36,147	CY	Excavation for Roadway and Channel, complete and in place, per cubic yard, for SIXTY <u>85</u> dollars and <u>50</u> cents	\$ <u>8⁵⁰</u>	\$ <u>307,299⁵⁰</u>
132	19,143	CY	Embankment (Type A) Density Controlled, Class 3, complete and in place, per cubic yard, for ONE <u>8</u> dollars and <u>25</u> cents	\$ <u>8²⁵</u>	\$ <u>90,929²⁵</u>
160	75,323	SY	Furnishing and Placing, Class 2, 4" topsoil, complete and in place, per square yard, for ONE <u>1</u> dollars and <u>50</u> cents	\$ <u>1⁵⁰</u>	\$ <u>112,989⁵⁰</u>
164	75,323	SY	Seeding for Erosion Control, complete and in place, per square yard, for <u>2000</u> dollars and <u>50</u> cents	\$ <u>.50</u>	\$ <u>37,661.50</u>
169	91	SY	Soil Retention Blanket (Curlex Matting), complete and in place, per square yard, for <u>SIX</u> dollars and <u>00</u> cents	\$ <u>6⁰⁰</u>	\$ <u>546⁰⁰</u>

247	47,040	SY	12" Flexible Base, Class 5, Complete in Place, Type A, Grade 1 (Brushy Creek Road), complete and in place, per square yard, for <u>SIX</u> dollars and <u>EIGHTY FIVE</u> cents	\$ 6 ⁹⁵	\$ 322,229 ⁰⁰
247	4,402	SY	8" Flexible Base, Class 5, Complete in Place, Type A, Grade 1 (Driveways/Streets), complete and in place, per square yard, for <u>FIVE</u> dollars and <u>ZERO</u> cents	\$ 5 ⁰⁰	\$ 22,010 ⁰⁰
316	51,442	SY	One Course Surface Treatment, Grade 4, (Applied to Flexible Base), Complete in Place, complete and in place, per square yard, for <u>ONE</u> dollar and <u>ZERO</u> cents	\$ 1 ⁰⁰	\$ 51,442 ⁰⁰
340	44,564	SY	2" Hot Mix Asphaltic Concrete Pavement, Type C, (Brushy Creek Road), complete and in place, per square yard, for <u>FOUR</u> dollars and <u>FIFTY</u> cents	\$ 4 ⁵⁰	\$ 200,538 ⁰⁰
340	4,092	SY	1-1/2" Hot Mix Asphaltic Concrete Pavement, Type C, (Driveways/Streets), complete and in place, per square yard, for <u>FOUR</u> dollars and <u>ZERO</u> cents	\$ 4 ⁰⁰	\$ 16,368 ⁰⁰
432	400	CY	Class B Concrete Riprap, complete and in place, per cubic yard, for <u>THIRTY TWO</u> dollars and <u>ZERO</u> cents	\$ 306 ⁰⁰	\$ 122,400 ⁰⁰
460	287	LF	17"x 13" Corrugated Galvanized Metal Arch Pipe, 16 gage, 2-2/3"x 1/2" corrugations, complete and in place, per linear foot, for <u>THIRTY</u> dollars and <u>ZERO</u> cents	\$ 30 ⁰⁰	\$ 8610 ⁰⁰
460	270	LF	28"x 20" Corrugated Galvanized Metal Arch Pipe, 16 gage, 2-2/3"x 1/2" corrugations, complete and in place, per linear foot, for <u>THIRTY NINE</u> dollars and <u>ZERO</u> cents	\$ 39 ⁰⁰	\$ 10,530 ⁰⁰
460	215	LF	35"x 24" Corrugated Galvanized Metal Arch Pipe, 16 gage, 2-2/3"x 1/2" corrugations, complete and in place, per linear foot, for <u>FOURTY TWO</u> dollars and <u>ZERO</u> cents	\$ 42 ⁰⁰	\$ 9,030 ⁰⁰
460	196	LF	71"x 47" Corrugated Galvanized Metal Arch Pipe, 10 gage, 2-2/3"x 1/2" corrugations, complete and in place, per linear foot, for <u>THIRTY TWO</u> dollars and <u>ZERO</u> cents	\$ 26 ⁰⁰	\$ 29,696 ⁰⁰
460	361	LF	112"x 75" Corrugated Galvanized Metal Arch Pipe, 12 gage, 3"x 1" corrugations, complete and in place, per linear foot, for <u>ONE HUNDRED SIXTY TWO</u> dollars and <u>ZERO</u> cents	\$ 162 ⁰⁰	\$ 58,882 ⁰⁰

462	265	LF	6'x 3' Concrete Box Culvert, complete and in place, per linear foot, for Two Hundred <u>1540</u> dollars and <u>250</u> cents	\$	250 ⁰⁰	\$	66,250 ⁰⁰
462	173	LF	7'x 3' Concrete Box Culvert, complete and in place, per linear foot, for Two Hundred <u>250</u> dollars and <u>250</u> cents	\$	275 ⁰⁰	\$	47,575 ⁰⁰
462	516	LF	8'x 4' Concrete Box Culvert, complete and in place, per linear foot, for Two Hundred <u>250</u> dollars and <u>250</u> cents	\$	310 ⁰⁰	\$	159,960 ⁰⁰
464	106	LF	18" Reinforced Concrete Pipe (Class III), complete and in place, per linear foot, for Four <u>250</u> dollars and <u>250</u> cents	\$	40 ⁰⁰	\$	4,280 ⁰⁰
465	1	EA	10' Type I Inlet, complete and in place, per each, for Three Hundred <u>250</u> dollars and <u>250</u> cents	\$	3000 ⁰⁰	\$	3000 ⁰⁰
466	2	EA	Wingwalls FW-30, complete and in place, per each, for Two Hundred <u>250</u> dollars and <u>250</u> cents	\$	2900 ⁰⁰	\$	7800 ⁰⁰
466	4	EA	Wingwalls MCW-F1, complete and in place, per each, for Two Hundred <u>250</u> dollars and <u>250</u> cents	\$	1500 ⁰⁰	\$	6000 ⁰⁰
466	4	EA	Wingwalls MCW-F146, complete and in place, per each, for Two Hundred <u>250</u> dollars and <u>250</u> cents	\$	2800 ⁰⁰	\$	11,200 ⁰⁰
467	10	EA	Safety End Treatment Type II (17"x 13" CMAP), complete and in place, per each, for One Hundred <u>250</u> dollars and <u>250</u> cents	\$	1,000 ⁰⁰	\$	10,000 ⁰⁰
467	1	EA	Safety End Treatment Type I (PD-SPR 6'x 3' Box), complete and in place, per each, for Five Hundred <u>250</u> dollars and <u>250</u> cents	\$	5000 ⁰⁰	\$	5000 ⁰⁰
500	1	LS	Mobilization, complete and in place, per lump sum, for One Hundred <u>250</u> dollars and <u>250</u> cents	\$	117,000 ⁰⁰	\$	117,000 ⁰⁰
502	6	MO	Barricades, Signs, and Traffic Handling, complete and in place, per month, for One Hundred <u>250</u> dollars and <u>250</u> cents	\$	1000 ⁰⁰	\$	6000 ⁰⁰
529	506	LF	Class A Concrete Curb and Gutter, complete and in place, per linear foot, for Fourteen <u>250</u> dollars and <u>250</u> cents	\$	14 ⁰⁰	\$	7087 ⁰⁰
530	1	EA	Driveway (12' Type II With Bollards & Chain), complete and in place, per each, for Three Hundred <u>250</u> dollars and <u>250</u> cents	\$	3200 ⁰⁰	\$	3200 ⁰⁰

531	310	SY	Sidewalks, Class A Concrete, complete and in place, per square yard, for <u>THIRTY</u> dollars and <u>200</u> cents	\$	32 ⁰⁰	\$	9920 ⁰⁰
540	2,083	LF	Metal Beam Guard Fence, Timber Post, 12 gage, complete and in place, per linear foot, for <u>SEVENTEEN</u> dollars and <u>200</u> cents	\$	17 ⁰⁰	\$	35,411 ⁰⁰
540	24	EA	Terminal Anchor Section, complete and in place, per each, for <u>THIRTY</u> dollars and <u>200</u> cents	\$	360 ⁰⁰	\$	8640 ⁰⁰
542	125	LF	Removing Metal Beam Guard Fence (Replace), complete and in place, per linear foot, for <u>THIRTY</u> dollars and <u>200</u> cents	\$	12 ⁰⁰	\$	1500 ⁰⁰
552	12,800	LF	Wire Fence, complete and in place, per linear foot, for <u>THREE</u> dollars and <u>60</u> cents	\$	3 ⁶⁰	\$	47,800 ⁰⁰
552	7	EA	Gates, complete and in place, per each, for <u>SIX HUNDRED</u> dollars and <u>200</u> cents	\$	600 ⁰⁰	\$	4200 ⁰⁰
560	4	EA	Mail Box Assemblies (Single), complete and in place, per each, for <u>ONE HUNDRED</u> dollars and <u>200</u> cents	\$	115 ⁰⁰	\$	460 ⁰⁰
560	1	EA	Mail Box Assemblies (Double), complete and in place, per each, for <u>ONE HUNDRED</u> dollars and <u>200</u> cents	\$	140 ⁰⁰	\$	140 ⁰⁰
644	13	EA	Small Roadside Sign Assemblies, complete and in place, per each, for <u>THIRTY</u> dollars and <u>200</u> cents	\$	290 ⁰⁰	\$	3120 ⁰⁰
666	44,634	LF	Reflectorized Pavement Markings (Type 1), complete and in place, per linear foot, for <u>THIRTY</u> dollars and <u>200</u> cents	\$.30	\$	13,390 ⁰⁰
672	139	EA	Raised Pavement Markers (Type II-A-A), complete and in place, per each, for <u>FIVE</u> dollars and <u>200</u> cents	\$	5 ⁰⁰	\$	695 ⁰⁰
1000	4,520	LF	Silt Fence, complete and in place, per linear foot, for <u>ONE</u> dollar and <u>50</u> cents	\$	1 ⁵⁰	\$	6780 ⁰⁰
1001	395	LF	Rock Berm, complete and in place, per linear foot, for <u>THIRTY</u> dollars and <u>200</u> cents	\$	12 ⁰⁰	\$	4740 ⁰⁰

1002	140	LF	Concrete Valley Gutter, complete and in place, per linear foot, for <u>THIRTY NINE</u> dollars and <u>2000</u> cents	\$ 39 ⁰⁰	\$ 5960 ⁰⁰
1003	18	EA	Sedimentation Trap, complete and in place, per each, for <u>TWO HUNDRED FIFTY</u> dollars and <u>2000</u> cents	\$ 250 ⁰⁰	\$ 7320 ⁰⁰
1004	1	LS	Relocate Existing Cattle Guard, complete and in place, per lump sum, for <u>THREE THOUSAND</u> dollars and <u>2500</u> cents	\$ 3000 ⁰⁰	\$ 3000 ⁰⁰
1005	3	EA	Raise Valve Castings, complete and in place, per linear each, for <u>SEVEN HUNDRED</u> dollars and <u>2500</u> cents	\$ 600 ⁰⁰	\$ 1800 ⁰⁰
1006	1	LS	Remove and Replace Existing 6" Concrete Fence, complete and in place, per lump sum, for <u>TWENTY THOUSAND</u> dollars and <u>2000</u> cents	\$ 20,000 ⁰⁰	\$ 20,000 ⁰⁰
1007	44	SY	9" Revet PVC Coated Matting, complete and in place, per square yard, for <u>SIXTY</u> dollars and <u>2500</u> cents	\$ 60 ⁰⁰	\$ 2640 ⁰⁰
1008	1	EA	Relocate Street Light (Lynwood Dr.), complete and in place, per each, for <u>THREE THOUSAND</u> dollars and <u>2500</u> cents	\$ 3000 ⁰⁰	\$ 3000 ⁰⁰
TOTAL CONTRACT AMOUNT ALL ITEMS					\$ 2,095,925.00

Written:

Two Million Ninety Five Thousand Nine Hundred
Ninety Five Dollars - Ninety Five Cents



Bid Bond
Surety Department

Bond No.

KNOW ALL MEN BY THESE PRESENTS,

That we,

Ranger Excavating, Inc.

as Principal, hereinafter called the Principal, and the **Hartford Fire Insurance Company**, a corporation created and existing under the laws of the State of Connecticut, whose principal office is in Hartford, as Surety, hereinafter called the Surety, are held and firmly bound unto

Williamson County

as Obligor, hereinafter called the Obligor, in the sum of 5% of maximum amount bid Dollars (\$), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Brushy Creek Road Paving and Draining Improvements

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the biddings or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of March A.D. 2000

Witness
(If individual)

Ranger Excavating, Inc.

(Principal)

(SEAL)

By

[Signature]
(Title)

Mark McKersie
Vice President

(SEAL)

Attest
(If Corporation)

Thom Tweedold Controller

(SEAL)

Hartford Fire Insurance Company

(SEAL)

Attest

Julie Box

By

Violet Froesch
Violet Froesch Attorney-in-Fact (Title)

(SEAL)

(Approved by the American Institute of Architects,
A.I.A. Document No. A-310, 1970 Edition)

HARTFORD FIRE INSURANCE COMPANY

210

Hartford, Connecticut POWER OF ATTORNEY

Know all men by these Presents, That HARTFORD FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

ROBERT JAMES NITSCH, DAVID P. FERGUSON, VIOLET FROSC,
NINA SMITH and ROBERT K. NITSCH of GIDDINGS, TEXAS

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and to bind HARTFORD FIRE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of HARTFORD FIRE INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, ("the Company") as amended by the Board of Directors at a meeting duly called and held on July 8, 1997, as follows:

ARTICLE IV

SECTION 7. The President or any Vice President or Assistant Vice-President, acting with any Secretary or Assistant Secretary shall have power and authority to sign and execute and attach the seal of the Company to bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and such instruments so signed and executed, with or without the common seal, shall be valid and binding upon the Company.

SECTION 8. The President or any Vice-President or any Assistant Vice President acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more resident Vice Presidents, resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such resident Vice-President, resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

Resolved, that the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, HARTFORD FIRE INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 14th day of May, 1999.

HARTFORD FIRE INSURANCE COMPANY

Paul A. Bergerholtz



Robert L. Post

Paul A. Bergerholtz, Assistant Secretary

Robert L. Post, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 14th day of May, A.D. 1999, before me personally came Robert L. Post, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of HARTFORD FIRE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Jean H. Wozniak

Jean H. Wozniak
Notary Public

My Commission Expires June 30, 2004

I, the undersigned, Secretary of HARTFORD FIRE INSURANCE COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 7 and 8 of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford.

Dated the 21st day of March 2000

Richard L. Marshall, Jr.



J. Dennis Lane

Richard L. Marshall, Jr., Assistant Secretary

J. Dennis Lane, Assistant Vice President

Copy

211

WILLIAMSON COUNTY BID FORM

**BRUSHY CREEK ROAD
PAVING AND DRAINAGE IMPROVEMENTS**

BID NUMBER: 00WC215 BID OPENING DATE & TIME: MARCH 21, 2000 - 10:00 AM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: TITAN CONST INC

Mailing Address: 201 Sapping

City: cedar creek **State:** TX **Zip:** 78613

Telephone: (512) 918-0819 **Fax:** (512) 918-1231

Tim Knight **Date of BID:** 3-21-00
Signature of Person Authorized to Sign BID

Name and Title of Signer: Tim Knight president
(Please Print or Type)

**DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

1
PROPOSAL

Williamson County
710 South Main, Suite 200
Georgetown, Texas 78626

March, 2000

The undersigned, in compliance with your invitation for bids for BRUSHY CREEK ROAD PAVING AND DRAINAGE IMPROVEMENTS, having examined the plans and specifications with related documents and having carefully read same and having visited the site surrounding the construction of the proposed work, we hereby propose to furnish all labor, hauling, materials, apparatus, machinery, tools, and supplies, and to construct the project in accordance with the contract documents within the time set forth herein and at the prices stated below:

Item No	Quantity	Unit	Description	Unit Price	Total
100	23.3	Ac	Preparing ROW complete & in place per Acre for ONE THOUSAND EIGHT HUNDRED dollars and NO cents	\$ 1,800.00	\$ 41,940.00
108	8	STA	Obliterating Abandoned Road complete and in place per 100 foot Station for NINE HUNDRED dollars and NO cents	\$ 900.00	\$ 7,200.00
110	36,147	CY	Excavation for Roadway & Channel complete in place per Cubic Yard for SEVEN dollars and NO cents	\$ 7.00	\$ 253,029.00
132	19,143	CY	Embankment (Type A) Density Controlled, Class 3 complete in place per Cubic Yard for FIVE dollars and FIFTY cents	\$ 5.50	\$ 105,286.50
160	75,323	SY	Furnishing & Placing Class 2, 4-inch Topsoil complete and in place per square yard for ONE dollar and TWENTY-FIVE cents	\$ 1.25	\$ 94,153.75
164	75,323	SY	Seeding for Erosion Control complete & in place per square yard for NO dollars and FIFTY cents	\$ 0.50	\$ 37,661.50
169	91	SY	Soil Retention Blanket (Curlax Matting) complete in place per square yard for ONE dollar and FIFTY cents	\$ 1.50	\$ 136.50
247	47,040	SY	12" Flexible Base, Class 5, Complete in Place, Type A, Grade 1 (Brushy Creek Road), complete and in place, per square yard, for SEVEN dollars and TWENTY-FIVE cents	\$ 7.25	\$ 341,040.00
247	4,402	SY	8" Flexible base, Class 5, Complete in Place, Type A, Grade 1 (Driveways/Streets), complete and in place, per square yard, for FIVE dollars and no cents	\$ 5.00	\$ 22,010.00

316	51,442	SY	One Course Surface Treatment, Grade 4, (Applied to Flexible Base), Complete in Place, complete and in place, per square yard, for ONE dollar and NO cents	\$ 1.00	\$ 51,442.00
340	44,584	SY	2" Hot Mix Asphaltic Concrete Pavement, Type C, (Brushy Creek Road), complete and in place, per square yard, for THREE dollars and FIFTY cents	\$ 3.50	\$ 155,874.00
340	4,082	SY	1-1/2" Hot Mix Asphaltic Concrete Pavement, Type C, (Driveways/Streets), complete and in place, per square yard, for THREE dollars and SEVENTY cents	\$ 3.70	\$ 15,140.40
432	400	CY	Class B Concrete Riprap, complete and in place, per cubic yard, for TWO HUNDRED SEVENTY dollars and NO cents	\$ 270.00	\$ 108,000.00
460	287	LF	17"X13" Corrugated Galvanized Metal Arch Pipe, 16 Gage, 2-2/3" X 1/2" corrugations, complete and in place, per linear foot, for TWENTY FIVE dollars and NO cents	\$ 25.00	\$ 7,175.00
460	270	LF	28"X20" Corrugated Galvanized Metal Arch Pipe, 16 Gage, 2-2/3" X 1/2" corrugations, complete and in place, per linear foot, for THIRTY TWO dollars and NO cents	\$ 32.00	\$ 8,640.00
460	215	LF	36"X24" Corrugated Galvanized Metal Arch Pipe, 16 Gage, 2-2/3" X 1/2" corrugations, complete and in place, per linear foot, for THIRTY NINE dollars and NO cents	\$ 39.00	\$ 8,385.00
460	196	LF	71"X47" Corrugated Galvanized Metal Arch Pipe, 10 Gage, 2-2/3" X 1/2" corrugations, complete and in place, per linear foot, for SEVENTY dollars and NO cents	\$ 70.00	\$ 13,720.00
460	361	LF	112"X75" Corrugated Galvanized Metal Arch Pipe, 12 Gage, 3" X 1" corrugations, complete and in place, per linear foot, for ONE HUNDRED THIRTY FIVE dollars and NO cents	\$ 135.00	\$ 48,735.00
462	288	LF	6'x3' Concrete Box Culvert, complete and in place, per linear foot, for TWO HUNDRED dollars and NO cents	\$ 200.00	\$ 57,600.00
462	173	LF	7'x3' Concrete Box Culvert, complete and in place, per linear foot, for TWO HUNDRED TEN dollars and NO cents	\$ 210.00	\$ 36,330.00
462	516	LF	8'x4' Concrete Box Culvert, complete	\$ 215.25	\$ 111,069.00

			and in place, per linear foot, for TWO HUNDRED FIFTEEN dollars and TWENTY-FIVE cents		
464	108	LF	18" Reinforced Concrete Pipe (Class III), complete and in place, per linear foot, for FORTY-TWO dollars and NO cents	\$ 42.00	\$ 4,482.00
465	1	EA	10' Type I Inlet, complete and in place, per each, for FIVE THOUSAND dollars and NO cents	\$ 5,000.00	\$ 5,000.00
466	2	EA	Wingwalls FW-30, complete and in place, per each, for ONE THOUSAND SIX HUNDRED EIGHTY dollars and NO cents	\$ 1,680.00	\$ 3,360.00
466	4	EA	Wingwalls MCW-F1, complete and in place, per each, for NINE HUNDRED TWENTY dollars and NO cents	\$ 820.00	\$ 3,680.00
466	4	EA	Wingwalls MCW-F1-45, complete and in place, per each, for ONE THOUSAND NINE HUNDRED NINETY-FIVE dollars and NO cents	\$ 1,995.00	\$ 7,980.00
467	10	EA	Safety End Treatment Type II (17"x15" CMAP). Complete and in place, per each, for SEVEN HUNDRED TEN dollars and NO cents	\$ 710.00	\$ 7,100.00
467	1	EA	Safety End Treatment Type I (PD-SPR 6"x3"). Complete and in place, per each, for THREE THOUSAND NINE HUNDRED NINETY dollars and NO cents	\$ 3,990.00	\$ 3,990.00
500	1	LS	Mobilization, complete and in place, per lump sum, for SEVENTY EIGHT THOUSAND ONE HUNDRED dollars and NO cents	\$ 78,100.00	\$ 78,100.00
502	6	MO	Barricades, Signs, and Traffic Handling, complete and in place, per month, for TWO THOUSAND FIVE HUNDRED SEVENTY dollars and NO cents	\$ 2,570.00	\$ 15,420.00
529	508	LF	Class A Concrete Curb and Gutter, complete and in place, per linear foot, for TWELVE dollars and SEVENTY-FIVE cents	\$ 12.75	\$ 6,481.50
530	1	EA	Driveway (12' Type II with Bollards & Chain), complete and in place, per each, for TWO THOUSAND SEVEN HUNDRED EIGHTY TWO dollars and FIFTY cents	\$ 2,782.50	\$ 2,782.50
531	310	SY	Sidewalks, Class A Concrete, complete and in place, per square yard, for TWENTY SEVEN dollars and	\$ 27.50	\$ 8,465.00

			THIRTY cents		
540	2083	LF	Metal Beam Guard Fence, Timber Posts, 12 gage, complete in place, per linear foot, for TWENTY ONE dollars and FIFTY cents	\$ 21.50	\$ 44,784.00
540	24	EA	Terminal Anchor Section, complete and in place, per each, for THREE HUNDRED EIGHTY dollars and NO cents	\$ 380.00	\$ 9,128.00
542	125	LF	Removing Metal Guard Beam Fence (Replace), complete and in place, per linear foot, for TWENTY FIVE dollars and NO cents	\$ 25.00	\$ 3,128.00
552	12800	LF	Wire Fence, complete and in place, per linear foot, for THREE dollars and TWENTY-FIVE cents	\$ 3.25	\$ 41,600.00
552	7	EA	Gates, complete and in place, per each, for FIVE HUNDRED dollars and NO cents	\$ 500.00	\$ 3,500.00
560	4	EA	Mail Box Assemblies (Single), complete and in place, per each, for ONE HUNDRED dollars and NO cents	\$ 100.00	\$ 400.00
560	1	EA	Mail Box Assemblies (Double), complete and in place, per each, for ONE HUNDRED TWENTY-FIVE dollars and NO cents	\$ 125.00	\$ 125.00
544	13	EA	Small Roadside Sign Assemblies, complete and in place, per each, for TWO HUNDRED FIVE dollars and NO cents	\$ 205.00	\$ 2,665.00
566	44634	LF	ReflectORIZED Pavement Markings (Type 1), complete and in place, per linear foot, for NO dollars and TWENTY-FIVE cents	\$ 0.25	\$ 11,158.50
672	130	EA	Raised Pavement Markers (Type II-A-A), complete and in place, per each, for FOUR dollars and FIFTY cents	\$ 4.50	\$ 585.00
1000	4520	LF	Silt Fence, complete and in place, per linear foot, for ONE dollar and FORTY-FIVE cents	\$ 1.45	\$ 6,554.00
1001	396	LF	Rock Berm, complete and in place, per linear foot, for TEN dollars and NO cents	\$ 10.00	\$ 3,960.00
1002	140	LF	Concrete Valley Gutter, complete and in place, per linear foot, for THIRTY THREE dollars and SIXTY cents	\$ 33.60	\$ 4,704.00
1003	18	EA	Sedimentation Trap, complete and in place, per each, for FIVE HUNDRED dollars and NO cents	\$ 500.00	\$ 9,000.00
1004	1	LS	Relocate Existing Cattle Guard, complete and in place, per lump sum,	\$ 850.00	\$ 850.00

			for EIGHT HUNDRED FIFTY dollars and NO cents		
1005	3	EA	Raise Valve Castings, complete and in place, per each, for ONE HUNDRED SEVENTY FIVE dollars	\$ 175.00	\$ 525.00
1006	1	LS	Remove and Replace Existing 8' Concrete Fence, complete and in place, per lump sum, for ONE THOUSAND TWO HUNDRED dollars and NO cents	\$ 1,200.00	\$ 1,200.00
1007	44	SY	8" Rivet PVC Coated Mattress, complete and in place, per square yard, for SIXTY dollars and NO cents	\$ 60.00	\$ 2,640.00
1008	1	EA	Relocate Street Light (Lynwood Dr.), complete and in place, per each, for ONE THOUSAND THREE HUNDRED dollars and NO cents	\$ 1,300.00	\$ 1,300.00
					\$1,814,575.15

Written: ONE MILLION EIGHT HUNDRED FOURTEEN THOUSAND SIX HUNDRED SEVENTY THREE dollars AND FIFTEEN cents.

The undersigned bidder hereby acknowledges receipt of the following addenda 1, and such addenda are hereby made a part of this contract.

Number	Date	Acknowledged By
1.	3-16-00	T. Knight
2.		
3.		

The undersigned bidder agrees to complete all the work on which he has bid within 180 calendar days from the date of the written order to commence work including the date of the work order.

A Performance and Payment Bond in the amount of one hundred percent (100%) of the Contract Price will be required.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all of the materials and supplies, and do everything required to carry out the above mentioned work covered by this proposal for the price set forth below.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the date of the opening of the bids, or any time thereafter before this bid is withdrawn, the contractor shall execute and deliver to the Owner a suitable Agreement and all other necessary contract documents covering the work of this proposal.

In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids.

TITAN CONST INC
 Bidder
 By: T. Knight
 Name: Tim Knight
 Address: 701 Sapping
Cedar Park TX 78613
 Phone: 512-818-0819



AGENDA ITEM #43

Consider approval for Tax Assessor Collector to open Tex Pool account.

980

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve Tax Assessor-Collector opening Tex-Pool account.

Vote: Motion carried 5 - 0

MARCH 21, 2000

AGENDA ITEM #44

Consider amending the FY2000 Budget Order to include sec. 9(i):

Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receiving it, and all expense reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.

1039

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve amending the FY2000 Budget Order to include sec. 9(i):

Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receiving it, and all expense reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.

Vote: Motion carried 5 - 0

< Clerk copy here >

STATE OF TEXAS**COUNTY OF WILLIAMSON****AN ORDER ADOPTING THE 2000 COUNTY BUDGET****(as Amended [item 19] November 2, 1999)****(as Amended [item 9(i)] March 21, 2000)**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from County officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2000;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law;
NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Judge and amended by the Commissioners Court be adopted with the following provisions:

1. Definitions.

a. "Authorized paid leave" includes holidays, sick leave, vacation, compensatory time taken, personal leave, military leave, jury duty, and all similar forms of compensation allowed by the annual budget order.

b. "Employees not subject to the plan" includes all employees who are not subject to the guaranteed salary with fluctuating hours plan ("the plan").

c. "Employees subject to the plan" includes all employees who are subject to the plan, as defined above. These employees include only those working in the Sheriff's Department (including the jail), the Emergency Medical Service, and either Juvenile Detention or the Academy.

d. "Exempt employees" include all county and precinct officials, department heads, and employees who are not subject to the overtime regulations of the Federal Fair Labor Standards Act, or whose working hours are not restricted by that Act. Exempt employees will be identified as such by the Williamson County Human Resources Department after consultation with the elected official or other department head.

e. "Nonexempt employees" include all county and precinct employees who have not been identified as exempt employees by the Williamson County Human Resources Department.

f. "Officials" includes District, County and Precinct officials and any other officials for which the Commissioners Court has the authority to adopt a budget, and any official, employee,

or agency that receives County funds. The provisions of this Order relating to authorized paid leave do not apply to elected officials, the County Auditor, or the Chief Juvenile Probation Officer.

g. "Part-time employees" includes all employees, other than temporary or seasonal employees, who are scheduled to work less than 40 hours per week. The elected official or other department head must identify all such employees to the Payroll Dept. to assure that their compensation and benefits will be properly calculated and paid.

h. "Temporary and seasonal employees" include all employees hired for a period not to exceed 90 days. Such employees do not accrue longevity, sick leave, or vacation (but shall receive any paid holidays that occur during a week in which the employee works at least 24 hours). If an employee originally intended to be temporary remains for more than 90 days, they will be treated like all other employees for salary and benefit purposes, but will receive no retroactive salary or benefits.

Salary

2. Salaries for County and Precinct Officials are set as follows:

a. Judge of the County Court	<u>\$83,800.00</u> per year
b. Judge of the County Court at Law #1	<u>\$90,000.00</u> per year
c. Judge of the County Court at Law #2	<u>\$90,000.00</u> per year
d. County Attorney	<u>\$ 90,000.00</u> per year
e. County Sheriff	<u>\$ 75,000.00</u> per year
f. County Clerk	<u>\$ 57,950.00</u> per year
g. County Tax Assessor/Collector	<u>\$ 62,000.00</u> per year
h. District Clerk	<u>\$ 57,950.00</u> per year
i. County Treasurer	<u>\$ 51,870.00</u> per year.
j. Each County Commissioner	<u>\$ 57,950.00</u> per year
k. Each Justice of the Peace	<u>\$ 46,883.00</u> per year
l. Each Constable	<u>\$ 43,890.00</u> per year

3. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the minutes of the Commissioners Court meetings. No County or Precinct Official or Department Head is required to pay the maximum salary allowed; the actual salary to be paid to each employee is to be certified by the County Judge's office before the last day of the pay period. The County Judge's office will forward all approved payroll information sheets to the Payroll Department. Overtime compensation shall be determined in accordance with the Overtime Policy below.

4. a. All employees of officials or employees in any other department, including any department head appointed by the Commissioners Court, shall be paid longevity pay above their regular salary set by the employing official or department head. Longevity pay is related solely to length of total service with the county.

b. Longevity pay shall begin with the pay period following the completion of five years employment and shall increase with the pay period following each additional five years of

employment, to a maximum of twenty five (25) years. However, temporary and seasonal employment shall not contribute to longevity, and part-time employment after October 1, 1998, shall be credited only on a pro-rated basis. However, part-time employees who are regularly scheduled for less than 20 hours per week shall not earn any longevity credit.

c. Longevity pay shall be paid twenty-six (26) times per year, as follows:

- \$12.00 per pay period after completing five years of employment;
- (\$24.00 per pay period after completing ten years of employment;
- (\$36.00 per pay period after completing fifteen years of employment;
- (\$48.00 per pay period after completing twenty years of employment;
- (\$60.00 per pay period after completing twenty-five years of employment.

\$60.00 per pay period shall be the maximum allowable longevity.

Overtime Policy

5. General Provisions on Overtime.

a. Statement of Intent.

i. The following rules regarding overtime represent an effort to go over and beyond the minimum requirements imposed by Federal law in the interest of fairness. The examples are designed as general illustrations of the principles involved, as well as of the sort of situations that the policy is intended to address.

ii. The Texas Constitution absolutely forbids counties from making a gift. Therefore, Williamson County cannot pay an employee any compensation that is not authorized in its budget. The allowances for authorized paid leave in the budget order are the exclusive forms of paid leave provided by the county to its employees. The county cannot legally pay someone for unworked hours that do not fall under one of these categories, or that exceed the maximum amount allowed. The department head may grant employees unpaid leave if they have exhausted their paid leave, but may not agree to make any payments not authorized by Commissioners Court. Except as otherwise provided in this Budget Order, the Payroll Department and Auditor shall reject any departmental request to pay a full-time employee who has not actually worked 40 hours during a 7-day work period and is not entitled to authorized paid leave.

b. Work Period.

i. Except as provided below, the "work period" for purposes of calculations under the Fair Labor Standards Act shall be a 7-day week. Generally, nonexempt employees may only work 40.00 hours during a week without incurring an overtime obligation for the county.

ii. Employees who are trained peace or corrections officers primarily involved in law enforcement or corrections activities shall have a 14-day "work period" for purposes of calculations under the Fair Labor Standards Act. Nonexempt employees in these categories may work 85.00 hours during a work period without incurring an overtime obligation.

iii. Only hours actually worked count toward the overtime limit for nonexempt employees. Holidays, vacation, and other forms of paid leave do not contribute to the total number of hours worked in a work period.

iv. Although employees who are exempt or not subject to the Fair Labor Standards Act never have any federally-guaranteed right to overtime compensation, a department head may allow such employees flexible hours, even if this occasionally results in full pay for a week in which the employee works less than 40 hours, so long as the average work week of the employee exceeds 40 hours (including authorized paid leave).

Example 1: a felony prosecutor puts in 60 hours during a jury trial week, and the DA lets her take 2 days off a few weeks later; she gets no extra compensation for the long week, but (at the discretion of the DA) the short week is not charged against her accrued paid leave.

c. Controls on Overtime

i. Nonexempt employees may only work on a county holiday or outside normal working hours at the express direction of their supervisor or with the express permission of their department head or designee. Additional hours worked without such authorization will not be compensated, except to the limited extent required by Federal law, and may result in discipline or termination. It is the responsibility of the department head to enforce this policy and to prevent the filing of claims for unauthorized compensation.

Example 2: An employee is sick on Monday, then gets permission to work 8 extra hours later in the week; under the policies described below, the employee will not be charged with any expenditure of sick leave.

Example 3: Another employee is sick the same day, then works 8 extra hours without permission; the employee is charged with 8 hours sick leave and accrues no compensatory time.

ii. Department heads are responsible for controlling overtime so as to avoid creating an excess liability for the county. The Commissioners Court is not required to amend the budget or approve line-item transfers to allow for the payment of unnecessary overtime compensation, or for hiring any additional employees required to keep an office open while the regular employees are taking their compensatory time. Employees are encouraged to take any accrued compensatory time as soon as they possibly can, rather than allowing it to accumulate.

Example 4: five employees, each with 80 hours of accrued compensatory time, quit a department at once; the department head may have to do without any replacements for 10 employee-weeks or risk running out of salary money before the end of the year.

iii. Compensatory time accumulates on an on-going basis until a maximum of 240 hours is accumulated. Compensatory time worked in excess of the 240 hour maximum will be paid each pay period.

d. Adjustments to Working Hours.

i. Sick leave, holiday time, personal leave, vacation, and other authorized paid leave shall be charged against an employee only to the extent that the employee actually works less than 40 hours during a 7-day work period (or 85 hours in a 14-day work period, if applicable). This

policy shall be administered so as to preserve accrued sick leave as the highest priority, with the other categories following in the order set out above.

Example 5: an employee takes personal leave all day Monday, but works 6 extra hours (with permission) before Thursday; the employee is only charged for 2 hours leave, not 8.

Example 6: an employee takes a Friday vacation day, is called out on an icestorm emergency for ten hours on Sunday, and has the flu on Tuesday; the employee is charged with no sick leave and only 6 hours of vacation leave.

ii. Whenever possible, an employee who works on a holiday with permission is to be given another day off within the same 14-day pay period. County holiday hours that the department head determines cannot be taken off during the current pay period shall be compensated as provided below.

6. Provisions only applicable to employees not subject to the plan.

a. Except as required by Federal law or allowed by this policy, employees not subject to the plan shall receive only compensatory time in lieu of overtime payments.

b. In the event that a nonexempt employee not subject to the plan is required or requested to work outside his or her normal working hours or on a county holiday, the employee shall be entitled to compensatory time at the rate of time-and-a-half, but only to the extent that hours actually worked exceed 40 or 85 (as the case may be) during the work period. The employee shall be entitled to compensatory time at a flat rate to the extent that the sum of hours worked (or 40 [85, when applicable], whichever is less), plus authorized paid leave taken after the adjustments described above, exceeds 40 (or 85) hours during the work period.

Example 7: a deputy clerk takes holiday leave on Monday, then works from 5 until 10 PM at a jury trial on Wednesday; she has worked less than 40 hours, so she has earned no time-and-a-half, but the sum of 37 hours worked plus 8 hours paid leave is 45, so she gets 5 hours of flat-rate compensatory time. [If the Monday leave had been emergency leave instead, no compensatory time would be earned, but the employee would only expend 3 hours of her accrued emergency leave.]

Example 8: a road and bridge employee takes a Friday holiday, but then is called out for 10 hours on Sunday to cope with a flood; the employee has worked 42 hours, so he is entitled to just 3 hours of time-and-a-half compensatory time, but the sum of 40 plus the paid leave is 48, so he gets 8 hours of additional flat-rate compensatory time, for a total of 11 hours.

c. The Commissioners Court, at its sole option, may "purchase" employees' accrued compensatory time by paying them the overtime pay mandated by the Fair Labor Standards Act. This may be necessary from time to time in order to properly manage the county's liability for outstanding overtime compensation.

d. County holiday hours worked by an employee not subject to the plan that the department head determines cannot be taken off during that pay period shall be converted hour-for-hour to flat-rate compensatory time, which shall be reported to the Payroll Department by the employee and department head not later than the following pay period or the employee will lose the holiday entirely.

7. Provisions only applicable to employees subject to the plan.

a. Nonexempt employees who are subject to the plan are not eligible to earn compensatory time or "bonus time" in place of overtime pay. They must be paid additional cash compensation for their overtime as each pay period occurs. Because their salary is not subject to reduction if they work fewer hours, however, these employees are not paid time-and-a-half for their overtime hours.

b. They shall be compensated with additional pay for all overtime hours at an hourly rate equal to their guaranteed salary for the work period divided by the number of hours that they actually worked during the period. However, since EMS employees are routinely scheduled to work overtime, they shall be compensated for overtime at the same hourly rate as for their first 40 hours per week (i.e., their guaranteed weekly salary divided by 40).

c. The salary provided for a nonexempt employee subject to the plan is not subject to reduction because the employee worked fewer than 40 or 85 hours (as the case might be) during the work period. Salary may not be "docked" for absences, although an employee who willfully misses work is subject to disciplinary action. This might include unpaid disciplinary suspension or termination.

d. However, payment of a salary is not guaranteed if the employee does not work at all during the work period. An employee under the plan who performs no work during a given period will not be paid, except to the extent of any accrued leave that the employee has previously earned. Unpaid leave, under the Family and Medical Leave Act (FMLA) or otherwise, is regulated by the same rules that apply to employees who are not subject to the plan.

e. Employees subject to the plan accrue vacation, sick leave, and personal leave, and are entitled to leave under the FMLA, on the same basis as any other employee. Similarly, when the employee is absent from work, the absence is charged against accrued leave on the same basis as any other employee. The only difference is that the salary of an employee subject to the plan may not be reduced for absences—even if the employee has no accrued leave—in any work period during which the employee performed any work. Like any other employee, an employee subject to the plan may be disciplined or terminated for excessive tardiness or absences.

f. County holiday hours earned by an employee subject to the plan that the department head determines cannot be taken off during that pay period shall be converted hour-for-hour into additional vacation time. A report from the employee and department head reflecting the vacation credit shall be submitted to the Payroll Department not later than the following pay period or the employee will lose the holiday entirely. This is the exclusive form of compensation for holidays; no separate accounting of "holiday time" is to be kept or honored.

Paydays

8. a. All officials, their employees, department heads and their employees shall be paid every other Friday for the two-week pay period ending on the Thursday 8 days prior to the payday. If that Friday falls on a holiday, payday shall be the last working day prior to the holiday.

b. At the end of each pay period, all employees (including non-elected department heads) must report to their supervisor any authorized paid leave they have taken during the pay period. In addition, all nonexempt employees are to report their actual working hours. These reports

shall be in a form acceptable to both the Payroll Department and Auditor. The reports are to be reviewed by the department head and, if approved, forwarded to the Payroll Department (not later than 7 days prior to the following payday) for use in preparation of the payroll.

c. In the event that one of these payroll reports is omitted or incorrect, a corrected report should be submitted not later than the end of the following pay period. Except in exceptional cases, it will not be possible to correct the payroll records at a later date. The burden is equally on the department head and the individual employee to avoid falsification of the government records reflecting hours worked and leave taken.

Expenses

9. The expense allowance for all officials and all employees is as follows:

a. Any County official or employee who is required to use a personal vehicle while on official County business may be entitled to receive mileage at the Internal Revenue Service allowable deduction for mileage, upon submitting the required documentation to the County Auditor.

b. The officials and employees who are listed in the section entitled "County Vehicles," below, are to be provided with a County vehicle in lieu of mileage.

c. All officials, their employees, and the employees or reserve deputies of other departments may be entitled to full reimbursement for overnight lodging expenses when traveling out of the County, beyond a 50-mile radius of Williamson County on official County business, if said travel is approved by the employing official or department head and the required documentation is submitted to the County Auditor.

d. All officials, their employees, or the employees or reserve deputies of other departments may be entitled to per diem reimbursement for any meals eaten when traveling out of the County on official County business, if said travel is approved by the employing official or department head, and the required documentation is submitted to the County Auditor. No reimbursement shall be made for alcoholic beverages. The per diem shall be \$28.00 per day for overnight travel, and an amount approved by the department head of up to \$14.00 for meals on an out-of-county day trip. No receipts are required for per diem.

e. Reimbursement from the Training budget line item covers all expenses related to training. This includes travel to destination, meals, lodging and training aids. (workshops, seminars, conferences).

f. Incurred costs of personal calls made on portable telephones, vehicle-mounted telephones, or long-distance telephone accounts owned by the County shall be reimbursed to the County upon receipt of the telephone bill. Unpaid bills may result in withholding all or part of a paycheck. All county-owned communications equipment, services, and accounts must be acquired through the normal county purchasing process, with approval by the department head, the County Judge, and the purchasing department or Auditor as in other purchases.

Budget Order

g. For any official, their employee, or the employees or reserve deputies of other departments to receive expense allowances under a., c., or d. above, the funds to be used to pay the reimbursement must have been appropriated by the Commissioners Court prior to the expenses being incurred.

h. Transfer of funds out of the following line items will not be allowed:

1) Salaries; 2) Fringe Benefits; 3) Training; 4) Vehicle Deductible 5) Telephone
Transfer of funds into the above line items may be allowed, except that funds will not be transferred into a salary line item to cover an avoidable overtime obligation that was—in the judgment of the Commissioners Court—unnecessary.

i. Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receiving it, and all expense reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.

County Vehicles

10. The use of County equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their department head) are authorized to take a County vehicle to their home at night within Williamson County, even though this involves the use of a County vehicle for travel to and from their home each day.

- a.** Each County Commissioner;
- b.** The County Sheriff and paid Deputy Sheriffs;
- c.** Each Constable and paid Deputy Constable;
- d.** Sheriff's and prosecutors' investigators;
- e.** Sheriff's and Constable's Reserve Deputies under conditions agreed between the elected official and the Commissioners Court;
- f.** The Unified Road Superintendent;
- g.** Any road and bridge employees designated by the Unified Road Superintendent and approved by the Commissioners Court;
- h.** The County Maintenance Director
- i.** One maintenance employee designated by the Maintenance Supervisor and approved by the Commissioners Court;
- j.** The EMS Director.
- k.** County Extension Service

Holidays

11. a. The established holiday schedule for paid holidays for the 2000 budget year is as follows:

Veterans Day	Thursday, November 11, 1999
Thanksgiving	Thursday, November 25, 1999 Friday, November 26, 1999
Christmas Holidays	Friday, December 24, 1999 Monday, December 27, 1999
Martin Luther King Day	Monday, January 17, 2000
Presidents' Day	Monday, February 21, 2000
Good Friday	Friday, April 21, 2000
Memorial Day	Monday, May 29, 2000
Independence Day	Monday, July 3, 2000 Tuesday, July 4, 2000
Labor Day	Monday, September 4, 2000

b. In departments with regular assigned shifts that take no account of a holiday, so that some employees are normally scheduled for that day and others are not, all employees shall equally be given one shift of paid leave. [Example: If some deputies are scheduled for Monday, Wednesday, and Friday during the week of Memorial Day, while others are scheduled for Tuesday, Thursday, and Saturday, all of them receive the same amount of paid leave, even though only half of them worked on the holiday Monday itself.] This leave should normally be scheduled and taken within the pay period when the regular holiday occurs (and preferably on the holiday itself). If the department is unable to schedule the employee for a shift of holiday leave within that pay period, the time shall be added to another form of authorized paid leave as provided in the Overtime Policy above.

c. Other employees scheduled to work on a paid holiday will be allowed alternative leave as provided in the Overtime Policy above.

Vacation

12. Any elected official's employees, and non-elected department heads and employees, shall accrue vacation hours as follows:

a. Employees with less than five years of employment will accrue three and eight hundredths (3.08) vacation hours per pay period. After completing five years of employment, four (4) hours vacation will be accrued per pay period, after ten years employment, five (5) hours vacation will be accrued per pay period.

b. Part-time employees who are not temporary or seasonal, may accrue vacation on a pro-rated basis. However, part-time employees who are regularly scheduled for less than 20 hours per week shall not accrue any vacation. Example: 40 hours per pay period accrues 1.54 hours

vacation, but 39 regularly scheduled hours accrues nothing. No temporary or seasonal employees may accrue any vacation hours.

c. Vacation will be accrued on the payroll system. Employees may carry-over their accrued vacation balances as follows:

Employees with less than five years of employment—80 Hours;

Employees with 5-10 years—120 Hours;

Employees with 10 or more years—160 Hours.

If an employee reaches maximum accrual, no further vacation will be accrued until the employee has taken vacation hours.

d. Employees on shift work may take vacation one shift at a time instead of consecutively, with the approval of their department head.

e. No vacation may be "sold" or "bought." However, to encourage employees to give advance notice of their separation, employees who leave county employment will be paid for their accrued untaken vacation as of the date of termination.

f. If an employee is on paid Administrative Leave pending disciplinary action, vacation or sick hours will not accrue during the period the employee is on "leave". Employee will receive credit for hours during leave period if he/she is restored to "active" employment status. If employee is terminated he/she will receive no vacation hours for time on leave.

Sick leave

13. Any elected official's employees, and non-elected department heads and employees, shall accrue thirteen (13) days of sick leave per fiscal year.

a. Sick leave will accrue at the rate of four (4) hours per pay period. Sick leave hours will be accrued on the payroll system. Paid sick leave is cumulative up to sixty days (480 hours).

b. Part-time employees who are not temporary or seasonal, may accrue sick leave on a pro-rated basis. However, part-time employees who are regularly scheduled for less than 20 hours per week shall not accrue any sick leave. *Example:* 40 hours per pay period accrues 2 hours sick leave, but 39 regularly scheduled hours accrues nothing. No temporary or seasonal employees may accrue any sick leave.

c. No sick leave may be "sold" or "bought." Employees who leave county employment will not be paid for unused accrued sick leave.

d. Sick leave may only be used for sickness of the employee, to care for immediate family (as defined in the Family and Medical Leave Act policy adopted by Commissioners Court), or for paid leave under the Family and Medical Leave Act; it is not an alternate form of vacation or personal leave. Sick leave may not be converted to another form of leave to avoid entering unpaid leave status.

e. The Family and Medical Leave Act policy adopted by Commissioners Court will be the official guideline for serious illness of employee, maternity leave, adoption, foster care placement, or the serious illness of an employee's child, spouse or parent.

Family and Medical Leave

14. a. Under the Family and Medical Leave Act (FMLA) policy all employees will be required to use all accrued sick, vacation and earned compensatory time to have paid leave under FMLA. When employees have exhausted all forms of paid leave, they shall be placed on unpaid leave as provided in the FMLA policy. However, if employees on leave are receiving workers' compensation, they will receive that as their sole compensation and will neither receive county pay nor expend previously accrued leave.

b. At the end of the twelve (12) weeks for FMLA, or for reasons other than FMLA, employees may be placed on unpaid leave if the department head can discharge the responsibilities of their office without the presence of the employee. However, employees may not be placed on unpaid leave unless they have previously exhausted their accrued paid leave in all categories applicable to their situation.

c. As long as an employee is on FMLA leave or leave without pay, the employing official or department head may not hire another regular, full-time employee to fill that position, unless expressly authorized to do so by the Commissioners Court. Requests for intermittent leave will be strictly scrutinized to assure both compliance with FMLA and minimum disruption to the workplace.

d. While on unpaid FMLA leave, or any other form of unpaid leave, the employee shall not accrue any vacation or sick leave hours or receive pay for scheduled County holidays.

e. Any full-time employee is eligible for FMLA after completing 12 months of employment with the County.

e. Any part-time employee working for the County at least 1250 hours for during the past (12) months will be included within the Family and Medical Leave Act policy adopted by the Commissioners Court.

Other Leave

15. a. Any official or department head may grant paid emergency leave up to two (2) days per fiscal year in addition to vacation or paid sick leave. Emergency leave may be granted only for one of the following: Funerals of relatives or close friends, auto accidents, or emergency repairs of home or autos. Emergency Leave is non-cumulative and may not be "sold" or "bought."

b. Any official or department head may also grant one (1) floating holiday per fiscal year to an employee for personal or business reasons. The floating holiday may be used for any reason other than sick or recreational. The floating holiday is non-accumulative and may not be "sold" or "bought."

16. Each official or department head shall grant paid jury duty leave to any employee, as well as any leave for national service required by law.

17. a. Extra holidays, bad weather days, public disasters, official funerals, and similar occasions that involve the suspension of all routine county business may only be declared by the County Judge or his designated representative.

b. If the emergency situation is prolonged beyond 7 days, the Commissioners Court or department head may, at their discretion, place employees whose services are not required on unpaid leave (in which case the employee may use any accrued paid leave).

c. So long as an office is open, its employees are expected to be there unless there are special circumstances, distinct from those affecting other employees, that make their travel or attendance unsafe. Whether an individual will be paid under these circumstances, or must use some form of authorized paid leave, is left to the sound discretion of the department head.

Benefits

18. a. All eligible County and Precinct officials, employees and retirees will have the opportunity to enroll in one of the health benefit plans under the Self-Funded Williamson County Benefits Programs or the Scott and White HMO plan.

b. A Benefits Committee composed of the County Judge, one County Commissioner, and two department heads will serve as trustees of the Williamson County Benefits Program. This committee will act in compliance with the Texas Local Government Code, Chapter 172, sec. 172.001-172.015, Texas Political Subdivisions Uniform Group Benefits Program.

c. All employee health premium rates will be paid on a pretax basis through payroll deduction. The employee health premium rates will be determined each year by the Williamson County Benefits Committee and approved by the Commissioners' Court. The County will fund the balance of the total health premium that is over and above the portion paid by the employee.

d. County and Precinct officials, eligible employees and eligible retirees may also cover their eligible dependents under the same health benefit plan that they elect. The appropriate additional premium for employee dependent coverage will also be deducted through payroll on a pretax basis.

e. The eligible retiree will be provided health benefits for a specified premium rate, again, with the County funding the balance of the total health premium. The retiree may also cover their eligible dependents for an additional specified premium rate. A retiree is defined as a former employee who receives Texas County and District Retirement System (TCDRS) pension benefit payments and was covered by the plan at the time of retirement. The County will stop insurance coverage on the retiree when a) the retiree becomes eligible for Medicare or b) the retiree fails to submit the required set premium. Anyone that retired before April 1, 1994 will have health insurance coverage until age seventy (70).

19. All officials, their employees and employees of other departments that work over eighteen (18) hours per week, per year, are required to participate in the Texas County and District Retirement System. The Payroll Dept. shall deduct the required amount from the employee's salary and the County shall make the required County contribution. The Commissioner's Court has appointed the Director of Payroll and Benefits as custodian of the County Retirement System. Temporary workers may be exempted from participation as provided by Retirement System regulations.

20. a. In compliance with the Texas Workers' Compensation Insurance Act, all Williamson County employees are provided Workers' Compensation coverage.

b. The County's coverage is provided through the Texas Association of Counties Workers' Compensation Claims Fund. More information about Workers Compensation rights may be obtained from the Texas Workers Compensation Commission, or by calling (512) 448-7900, or by contacting the Williamson County Employee Benefits Department.

c. The Williamson County Employee Benefits Department will report all injuries to the Third Party Administrator for the Texas Association of Counties Workers' Compensation Claims Fund as they are reported. Claims for lost time are forwarded to the Texas Workers' Compensation Commission by the Third Party Administrator.

Additional Provisions

21. In compliance with the Texas Department of Transportation's regulations for drug and alcohol testing, Williamson County employees or potential employees who possess CDL (Commercial) licenses and operate County owned equipment or vehicles are subject to pre-employment, random, and post-accident testing. Potential employees of the Williamson County Sheriff's Department are subject to pre-employment testing. Employees of the Emergency Medical Service are subject to pre-employment, random and post-accident testing. All employees are subject to testing on probable cause to suspect intoxication while on duty.

22. An Employee Assistance Program (EAP) is available to eligible Williamson County Employees and their eligible dependents. The EAP may be used for individual, confidential treatment of work-related or personal problems. It may also be utilized, at the supervisor's discretion, as treatment for various work-related personnel problems.

23. Williamson County will comply with all Fair Labor Standards Act Rules and Regulations. Employee records will be maintained for a minimum of four (4) years as mandated by the Act. The County is an Equal Opportunity Employer and will also comply with the Americans With Disabilities Act and the Family and Medical Leave Act. Williamson County has adopted a firm policy on sexual harassment and will not tolerate such behavior.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2000 WILLIAMSON COUNTY BUDGET was passed on a vote of 5 for, 0 against. This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Approved and signed this 21 day of MARCH, 2000.

John C. Doerfler
John C. Doerfler, County Judge

ATTEST:

Nancy E. Rister
Nancy E. Rister, County Clerk

AGENDA ITEM #45

Discuss and take appropriate action with respect to the resolution expressing official intent to reimburse certain expenditures for land planning relating to the 179 acre tract from any future bond or CO proceeds.

1158

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To approve resolution expressing official intent to reimburse certain expenditures for land planning relating to the 179 acre tract from any future bond or Certificate of Obligation proceeds.

Vote: Motion carried 5 - 0

< Clerk copy here >

#45

CERTIFICATE FOR RESOLUTION**THE STATE OF TEXAS**

§

COUNTY OF WILLIAMSON

§

We, the undersigned Commissioners of the Williamson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners' Court of the County convened in a **REGULAR MEETING ON THE 21ST DAY OF MARCH, 2000**, at the Commissioners' Court (the "Meeting"), and the roll was called of the duly constituted officers and members of the County, to-wit:

John Doerfler - County Judge
 Mike Heiligenstein - County Commissioner
 Greg Bostright - County Commissioner
 David Hays - County Commissioner
 Frankie Limmer - County Commissioner

and all of the persons were present, except the following absentees: 0, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

**RESOLUTION AUTHORIZING REIMBURSEMENT
 FOR LAND PLANNING CONSULTANTS RELATING TO 179 ACRE TRACT**

was duly introduced for the consideration of the Commissioners' Court. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: 5NOES: 0

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Commissioners' Court minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioners' Court minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commissioners' Court as indicated therein; that each of the officers and members of the Commissioners' Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the Commissioners' Court has approved and hereby approves the

Resolution; that the County Judge and the County Clerk of the County have duly signed the Resolution; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the _____

Nancy E. Rister
County Clerk

John C. Doerfler 3-21-00
John Doerfler
County Judge

[COUNTY SEAL]

**RESOLUTION AUTHORIZING REIMBURSEMENT
FOR LAND PLANNING CONSULTANTS RELATING TO 179 ACRE TRACT**

WHEREAS, the Commissioners' Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the project described on Exhibit A attached hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. The County reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$50,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS _____.

John C. Doerflinger 3-21-00
John Doerflinger
County Judge

EXHIBIT A

Reimbursement for costs associated with land planning consultants relating to 179 acre tract.

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 10:54 A.M. ON TUESDAY, MARCH 21, 2000.

AGENDA ITEM #46

Discuss right of way acquisition for SH 45: (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.072 relating to real property)

No action was taken on this agenda item

AGENDA ITEM #47

Discuss right of way acquisition for Anderson Mill Road: (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.072 relating to real property)

47

No action was taken on this agenda item.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 11:14 A.M. ON TUESDAY, MARCH 21, 2000.

AGENDA ITEM #48

Discuss and take any appropriate action on right of way acquisition for SH 45

1185

Moved: Judge Doerfler

Seconded: Commissioner Limmer

Motion: To authorize Commissioner Heiligenstein and attorney Charles Crossfield to negotiate with City of Round Rock, LaFronteria and Austin White Lime Family Trust for right-of-way for State Highway 45 and report back to Commissioners Court. .

Vote: Motion carried 5 - 0

MARCH 21, 2000

AGENDA ITEM #49

1215

Consider a resolution of the Commissioners Court of Williamson County, Texas, determining a public need and necessity for the acquisition of fee simple title to approximately 0.101 acres from Sherrill D. Wright and Irene Wright along the north side of Anderson Mill Road for right-of-way and associated public purposes; authorizing an attorney designated by the county to file proceedings in eminent domain to acquire the needed property.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To approve a resolution of the Commissioners Court of Williamson County, Texas, determining a public need and necessity for the acquisition of fee simple title to approximately 0.101 acres from Sherrill D. Wright and Irene Wright along the north side of Anderson Mill Road for right-of-way and associated public purposes; authorizing an attorney designated by the county to file proceedings in eminent domain to acquire the needed property.

Vote: Motion carried 5 - 0

< Clerk copy here >