



September 27, 2021
PK No.: 4240-19.094

Ms. Patricia Davis, M.S.C.E., P.E.
City Engineer – Engineering Department
CITY OF Pflugerville
15500 Sun Light Near Way, #B, Bldg 6, PO Box 589
Pflugerville, Texas 78691

Re: **W. Pecan Street at Heatherwilde Boulevard**
RECOMMENDATION OF AWARD
Pflugerville, Travis County, Texas

Dear Ms. Davis:

BID RESULTS

Attached is the Bid Tabulation for the bids received September 23, 2021 for the referenced project for your use. There were no discrepancies found in any bid that would have an impact on the bid order.

The estimate provided by Pacheco Koch was a total of \$233,427.00. There were five bidders, with the low bid from Lone Star Sitework, LLC being \$330,085.25. The bid items were high by an approximate factor of 40% across the board. This escalation is due to uncertainty of the market, in part because of COVID-19.

The lowest bid received was from Lone Star Sitework, LLC. Based on the estimated quantities in the Bid Proposal and the unit prices bid by Lone Star Sitework, LLC, the total amount of the bid for contract award is \$330,085.25.

RECOMMENDATION

Based on the information we have received to date, we find no reason not to award a contract for the referenced project to Lone Star Sitework, LLC for the Bid amount of \$330,085.25.

Should you have any questions about the information contained herein, please do not hesitate to call.



Jonathan Ireton, P.E.

Attachments:
Bid Tabulation and Bid Documents
LOSA Letter

CITY OF PFLUGERVILLE

BID TABULATION



PECAN STREET AT HEATHERWILDE BOULEVARD
PK No. 4240-19.094

BIDS OPENED: 9/23/2021
CONTRACT TIME: 120 Calendar Days

Lone Star Sitework, LLC
PO Box 1867
Wimberley, TX 78676

DeNucci Constructors, LLC
8310-1 Cap Tx Hwy Ste 275
Austin, TX 78731

Patin Construction, LLC
3800 W. 2nd Street
Taylor, TX 76754

Terra Path, Inc.
3267 Bee Caves Road Suite 107-514
Austin, Texas 78746

MA Smith Contracting Co Inc.
15308 Ginger Street
Austin, TX 78728

ITEM	DESCRIPTION	BID QTY	UNIT	Lone Star Sitework, LLC		DeNucci Constructors, LLC		Patin Construction, LLC		Terra Path, Inc.		MA Smith Contracting Co Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
PAVING IMPROVEMENTS													
P-1	MOBILIZATION (SPEC NO. TxDOT 500)	1	LS	\$ 26,317.00	\$ 26,317.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 37,000.00	\$ 37,000.00	\$ 50,000.00	\$ 50,000.00
P-2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (SPEC NO. G1)	4	MO	\$ 6,000.00	\$ 24,000.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 10,000.00	\$ 40,000.00	\$ 12,000.00	\$ 48,000.00
P-3	UNCLASSIFIED ROADWAY EXCAVATION (SPEC NO. SD2)	650	CY	\$ 45.00	\$ 29,250.00	\$ 150.00	\$ 97,500.00	\$ 50.00	\$ 32,500.00	\$ 58.00	\$ 37,700.00	\$ 200.00	\$ 130,000.00
P-4	2" HMAC (TY C) (PG 64-22) (SPEC NO. SD1)	850	SY	\$ 22.00	\$ 18,700.00	\$ 26.00	\$ 22,100.00	\$ 20.00	\$ 17,000.00	\$ 18.00	\$ 15,300.00	\$ 18.00	\$ 15,300.00
P-5	2" HMAC (TY D) (PG 76-22) (SPEC NO. SD1)	960	SY	\$ 24.70	\$ 23,712.00	\$ 30.00	\$ 28,800.00	\$ 20.00	\$ 19,200.00	\$ 20.00	\$ 19,200.00	\$ 18.00	\$ 17,280.00
P-6	TACK COAT (@ 0.08 GAL/SY) (SPEC NO. SD1)	68	GAL	\$ 3.50	\$ 238.00	\$ 32.00	\$ 2,176.00	\$ 9.00	\$ 612.00	\$ 5.00	\$ 340.00	\$ 8.00	\$ 544.00
P-7	PRIME COAT (@ 0.2 GAL/SY) (SPEC NO. SD1)	148	GAL	\$ 6.90	\$ 1,021.20	\$ 15.00	\$ 2,220.00	\$ 9.00	\$ 1,332.00	\$ 8.00	\$ 1,184.00	\$ 8.00	\$ 1,184.00
P-8	12" FLEX BASE (TY-A-GR-5) (SPEC NO. SD4)	795	SY	\$ 49.00	\$ 38,955.00	\$ 18.00	\$ 14,310.00	\$ 40.00	\$ 31,800.00	\$ 24.00	\$ 19,080.00	\$ 100.00	\$ 79,500.00
P-9	FLOWABLE FILL (WIDENING <6") (SPEC NO. TxDOT 401)	148	CY	\$ 140.00	\$ 20,720.00	\$ 200.00	\$ 29,600.00	\$ 250.00	\$ 37,000.00	\$ 140.00	\$ 20,720.00	\$ 230.00	\$ 34,040.00
P-10	6" CONCRETE CURB AND GUTTER (SPEC NO. C4)	1,141	LF	\$ 25.30	\$ 28,867.30	\$ 45.00	\$ 51,345.00	\$ 25.00	\$ 28,525.00	\$ 22.00	\$ 25,102.00	\$ 40.00	\$ 45,640.00
P-11	PAVEMENT MARKING (24" SOLID WHITE) (SPEC NO. SD5)	154	LF	\$ 9.50	\$ 1,463.00	\$ 10.00	\$ 1,540.00	\$ 20.00	\$ 3,080.00	\$ 19.50	\$ 3,003.00	\$ 6.25	\$ 962.50
P-12	PAVEMENT MARKING (8" SOLID WHITE) (SPEC NO. SD5)	600	LF	\$ 1.45	\$ 870.00	\$ 5.00	\$ 3,000.00	\$ 8.00	\$ 4,800.00	\$ 9.00	\$ 5,400.00	\$ 3.00	\$ 1,800.00
P-13	PAVEMENT MARKING (4" BROKEN WHITE) (SPEC NO. SD5)	240	LF	\$ 0.75	\$ 180.00	\$ 4.00	\$ 960.00	\$ 5.00	\$ 1,200.00	\$ 6.00	\$ 1,440.00	\$ 2.50	\$ 600.00
P-14	PAVEMENT MARKING (ARROW) (SPEC NO. SD5)	16	EA	\$ 132.00	\$ 2,112.00	\$ 150.00	\$ 2,400.00	\$ 500.00	\$ 8,000.00	\$ 250.00	\$ 4,000.00	\$ 95.00	\$ 1,520.00
P-15	PAVEMENT MARKING (WORD) (SPEC NO. SD5)	8	EA	\$ 190.00	\$ 1,520.00	\$ 150.00	\$ 1,200.00	\$ 500.00	\$ 4,000.00	\$ 300.00	\$ 2,400.00	\$ 95.00	\$ 760.00
P-16	4" TOPSOIL (SPEC NO. G7)	685	SY	\$ 9.50	\$ 6,507.50	\$ 10.00	\$ 6,850.00	\$ 5.00	\$ 3,425.00	\$ 14.00	\$ 9,590.00	\$ 3.00	\$ 2,055.00
P-17	SEEDING HYDROMULCH (SPEC NO. G7)	685	SY	\$ 1.15	\$ 787.75	\$ 10.00	\$ 6,850.00	\$ 2.00	\$ 1,370.00	\$ 2.00	\$ 1,370.00	\$ 1.50	\$ 1,027.50
P-18	INSTALL SIGN POST (SPEC NO. TxDOT 644)	6	EA	\$ 632.00	\$ 3,792.00	\$ 700.00	\$ 4,200.00	\$ 700.00	\$ 4,200.00	\$ 800.00	\$ 4,800.00	\$ 650.00	\$ 3,900.00
P-19	INSTALL SIGN PANEL (SPEC NO. TxDOT 644)	10	EA	\$ 529.00	\$ 5,290.00	\$ 1,300.00	\$ 13,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 315.00	\$ 3,150.00
P-20	INLET PROTECTION (SPEC NO. G6)	4	EA	\$ 115.00	\$ 460.00	\$ 125.00	\$ 500.00	\$ 100.00	\$ 400.00	\$ 95.00	\$ 380.00	\$ 125.00	\$ 500.00
P-21	REMOVE ASPHALT PAVEMENT (SPEC NO. G3)	34	SY	\$ 40.00	\$ 1,360.00	\$ 250.00	\$ 8,500.00	\$ 600.00	\$ 20,400.00	\$ 125.00	\$ 4,250.00	\$ 19.00	\$ 646.00
P-22	REMOVE CONCRETE CURB AND GUTTER (SPEC NO. G3)	970	LF	\$ 5.25	\$ 5,092.50	\$ 13.00	\$ 12,610.00	\$ 25.00	\$ 24,250.00	\$ 24.00	\$ 23,280.00	\$ 9.00	\$ 8,730.00
P-23	REMOVE BRICK RETAINING WALL (SPEC NO. G3)	443	LF	\$ 12.00	\$ 5,316.00	\$ 10.00	\$ 4,430.00	\$ 48.00	\$ 21,264.00	\$ 100.00	\$ 44,300.00	\$ 25.00	\$ 11,075.00
P-24	REMOVE BRICK SIGN (SPEC NO. G3)	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 1,100.00	\$ 1,100.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 11,000.00	\$ 11,000.00
P-25	REMOVE TREE (<12") (SPEC NO. G3)	2	EA	\$ 1,930.00	\$ 3,860.00	\$ 550.00	\$ 1,100.00	\$ 1,500.00	\$ 3,000.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
P-26	REMOVE TREE (12"-18") (SPEC NO. G3)	3	EA	\$ 2,420.00	\$ 7,260.00	\$ 700.00	\$ 2,100.00	\$ 2,500.00	\$ 7,500.00	\$ 1,800.00	\$ 5,400.00	\$ 1,300.00	\$ 3,900.00
P-27	REMOVE FLAG POLE (SPEC NO. G3)	2	EA	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00	\$ 1,500.00	\$ 3,000.00	\$ 1,900.00	\$ 3,800.00
P-28	REMOVE ELECTRIC APPURTENANCES (SPEC NO. G3)	1	LS	\$ 4,255.00	\$ 4,255.00	\$ 1,300.00	\$ 1,300.00	\$ 5,000.00	\$ 5,000.00	\$ 13,000.00	\$ 13,000.00	\$ 4,700.00	\$ 4,700.00
P-29	REMOVE SIGN PANEL (SPEC NO. TxDOT 644)	7	EA	\$ 150.00	\$ 1,050.00	\$ 200.00	\$ 1,400.00	\$ 300.00	\$ 2,100.00	\$ 4,000.00	\$ 28,000.00	\$ 250.00	\$ 1,750.00
P-30	REMOVE SIGN POST (SPEC NO. TxDOT 644)	3	EA	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	\$ 250.00	\$ 750.00
P-31	REMOVE IRRIGATION SYSTEM (SPEC NO. G3)	1	EA	\$ 1,850.00	\$ 1,850.00	\$ 2,339.00	\$ 2,339.00	\$ 1,000.00	\$ 1,000.00	\$ 7,311.00	\$ 7,311.00	\$ 650.00	\$ 650.00
P-32	REMOVE LIGHT STANDARD (SPEC NO. G3)	2	EA	\$ 454.00	\$ 908.00	\$ 1,100.00	\$ 2,200.00	\$ 500.00	\$ 1,000.00	\$ 6,000.00	\$ 12,000.00	\$ 4,700.00	\$ 9,400.00
SIGNAL IMPROVEMENTS													
S-1	DRILL SHAFT (TRF SIG POLE) (24 IN) - SUBSIDIARY TO S-15 (SPEC NO. TxDOT 416)	12	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
S-2	CONDT (PVC) (SCH 80) (3") (BORE) (SPEC NO. TxDOT 618)	140	LF	\$ 138.00	\$ 19,320.00	\$ 70.00	\$ 9,800.00	\$ 150.00	\$ 21,000.00	\$ 180.00	\$ 25,200.00	\$ 150.00	\$ 21,000.00
S-3	ELEC CONDR (NO. 6) BARE (SPEC NO. TxDOT 620)	140	LF	\$ 2.30	\$ 322.00	\$ 2.50	\$ 350.00	\$ 3.00	\$ 420.00	\$ 10.00	\$ 1,400.00	\$ 2.50	\$ 350.00
S-4	INSTALL HWY TRF SIG (UPGRADE) (SPEC NO. TxDOT 680)	1	EA	\$ 16,100.00	\$ 16,100.00	\$ 4,000.00	\$ 4,000.00	\$ 18,500.00	\$ 18,500.00	\$ 20,000.00	\$ 20,000.00	\$ 17,700.00	\$ 17,700.00
S-5	VEH SIG SEC (12") LEG (GRN) (SPEC NO. TxDOT 682)	4	EA	\$ 460.00	\$ 1,840.00	\$ 550.00	\$ 2,200.00	\$ 750.00	\$ 3,000.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00
S-6	VEH SIG SEC (12") LEG (GRN ARW) (SPEC NO. TxDOT 682)	4	EA	\$ 460.00	\$ 1,840.00	\$ 550.00	\$ 2,200.00	\$ 750.00	\$ 3,000.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00
S-7	VEH SIG SEC (12") LEG (YEL) (SPEC NO. TxDOT 682)	4	EA	\$ 460.00	\$ 1,840.00	\$ 550.00	\$ 2,200.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00
S-8	VEH SIG SEC (12") LEG (YEL ARW) (SPEC NO. TxDOT 682)	5	EA	\$ 460.00	\$ 2,300.00	\$ 550.00	\$ 2,750.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00
S-9	VEH SIG SEC (12") LEG (RED) (SPEC NO. TxDOT 682)	4	EA	\$ 460.00	\$ 1,840.00	\$ 550.00	\$ 2,200.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00
S-10	VEH SIG SEC (12") LEG (RED ARW) (SPEC NO. TxDOT 682)	2	EA	\$ 460.00	\$ 920.00	\$ 550.00	\$ 1,100.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
S-11	BACK PLATE (12") (3 SEC) (VENTED) ALUM (SPEC NO. TxDOT 682)	3	EA	\$ 100.00	\$ 300.00	\$ 360.00	\$ 1,080.00	\$ 110.00	\$ 330.00	\$ 150.00	\$ 450.00	\$ 100.00	\$ 300.00
S-12	BACK PLATE (12") (4 SEC) (VENTED) ALUM (SPEC NO. TxDOT 682)	1	EA	\$ 121.00	\$ 121.00	\$ 370.00	\$ 370.00	\$ 130.00	\$ 130.00	\$ 180.00	\$ 180.00	\$ 130.00	\$ 130.00
S-13	BACK PLATE (12") (5 SEC) (VENTED) ALUM (SPEC NO. TxDOT 682)	2	EA	\$ 144.00	\$ 288.00	\$ 390.00	\$ 780.00	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 150.00	\$ 300.00
S-14	TRF SIG CBL (TY A)(14 AWG)(7 CONDR) (SPEC NO. TxDOT 684)	560	LF	\$ 4.00	\$ 2,240.00	\$ 7.00	\$ 3,920.00	\$ 5.00	\$ 2,800.00	\$ 12.00	\$ 6,720.00	\$ 4.25	\$ 2,380.00
S-15	PED POLE ASSEMBLY (SPEC NO. TxDOT 687)	2	EA	\$ 3,450.00	\$ 6,900.00	\$ 4,460.00	\$ 8,920.00	\$ 4,000.00	\$ 8,000.00	\$ 14,000.00	\$ 28,000.00	\$ 3,800.00	\$ 7,600.00
S-16	REMOVAL OF SIGNAL HEAD ASSM (SPEC NO. TxDOT 690)	4	EA	\$ 400.00	\$ 1,600.00	\$ 250.00	\$ 1,000.00	\$ 500.00	\$ 2,000.00	\$ 800.00	\$ 3,200.00	\$ 450.00	\$ 1,800.00
				PAVING IMPROVEMENTS SUBTOTAL		\$ 272,314.25		\$ 352,230.00		\$ 355,458.00		\$ 497,164.00	
				SIGNAL IMPROVEMENTS SUBTOTAL		\$ 57,771.00		\$ 42,870.00		\$ 66,980.00		\$ 97,050.00	
				TOTAL BID		\$ 330,085.25		\$ 395,100.00		\$ 422,438.00		\$ 560,224.00	
				5% BID SECURITY		5% BOND		5% BOND		5% BOND		5% BOND	
				ADDENDA ACKNOWLEDGED		1		1		1		1	

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District #	14-AUS
Code Chart 64 #	32580
Project Name	FM 1825 at Heatherwilde Blvd.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **City of Pflugerville**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **12/08/2020**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

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Project Name	FM 1825 at Heatherwilde Blvd.

2. **Scope of Work**

The Project consists of the engineering and construction of intersection and operational improvements including; pavement markings, traffic signal improvements, and the addition of turn lanes at FM 1825 (W. Pecan Street) and Heatherwilde Blvd. in the City of Pflugerville, Travis county, described as "Project".

3. **Local Project Sources and Uses of Funds**

- A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 12 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the

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Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.

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- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure

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that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City of Pflugerville City Engineer 15500 Sun Light Near Way #B, Bldg. 6, Pflugerville, TX 78691	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

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

15. Legal Construction

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

16. Responsibilities of the Parties

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

CSJ #	1902-01-032
District #	14-AUS
Code Chart 64 #	32580
Project Name	FM 1825 at Heatherwilde Blvd.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

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

19. Sole Agreement

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

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

CSJ #	1902-01-032
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Project Name	FM 1825 at Heatherwilde Blvd.

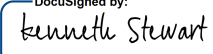
23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

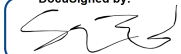
DocuSigned by:

 FTCD A80FDB8C4B6...

 Signature

 Kenneth Stewart
 Typed or Printed Name

 Director of Contract Services
 Typed or Printed Title

 12/17/2020
 Date

DocuSigned by:

 32D1179FF8CF41D...

 Signature

 Sereniah Breland
 Typed or Printed Name

 City Manager
 Typed or Printed Title

 12/17/2020
 Date

CSJ #	1902-01-032
District #	14-AUS
Code Chart 64 #	32580
Project Name	FM 1825 at Heatherwilde Blvd.

ATTACHMENT A RESOLUTION

RESOLUTION NO. 1826-20-12-08-0793

RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS APPROVING THE AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT ASSOCIATED WITH THE HEATHERWILDE AT PECAN STREET INTERSECTION IMPROVEMENTS PROJECT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO ALLOW THE CITY OF PFLUGERVILLE TO CONSTRUCT IMPROVEMENTS OF THE PUBLIC ROAD AND STATE HIGHWAY SYSTEM WITHIN THE CITY; AND HEREBY AUTHORIZES THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the City of Pflugerville desires to construct intersection and operational improvements including: pavement markings, traffic signal improvements, and the addition of turn lanes at FM 1825 (W. Pecan Street) and Heatherwilde Boulevard; and

WHEREAS, the City of Pflugerville is required to pay the Texas Department of Transportation \$8,119.00 for the review of the improvements being done in the TxDOT right-of-way which include sidewalks and signal improvements; and

WHEREAS, the City of Pflugerville shall be solely responsible for all costs associated with the Project provided for in this Agreement; and

WHEREAS, TxDOT requires that the City execute the Local On-System Improvement Project Agreement, attached as Exhibit A, and adopt a resolution for their agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE:

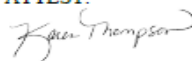
1. That the above recitals are hereby found to be true and correct by the City Council of the City of Pflugerville and incorporated herein for all purposes.
2. The City Council hereby agrees to the LOSA terms recited above and authorizes the City Manager to execute the LOSA, attached as Exhibit A, and any other documentation necessary to execute the agreements pursuant to the request of TxDOT.

PASSED AND APPROVED this 8th day of December, 2020.



Victor Gonzales, Mayor

ATTEST:



Karen Thompson, City Secretary

CSJ #	1902-01-032
District #	14-AUS
Code Chart 64 #	32580
Project Name	FM 1825 at Heatherwilde Blvd.

Exhibit A

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **City of Pflugerville**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	1902-01-032
District #	14-AUS
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Project Name	FM 1825 at Heatherwilde Blvd.

Exhibit A

2. Scope of Work

The Project consists of the engineering and construction of intersection and operational improvements including; pavement markings, traffic signal improvements, and the addition of turn lanes at FM 1825 (W. Pecan Street) and Heatherwilde Blvd. in the City of Pflugerville, Travis county, described as "Project".

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 12 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the

CSJ #	1902-01-032
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Exhibit A

Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.

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Exhibit A

- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure

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Exhibit A

that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City of Pflugerville City Engineer 15500 Sun Light Near Way #B, Bldg. 6, Pflugerville, TX 78691	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

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

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CSJ #	1902-01-032
District #	14-AUS
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Project Name	FM 1825 at Heatherwilde Blvd.

Exhibit A

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Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

CSJ #	1902-01-032
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Code Chart 64 #	32580
Project Name	FM 1825 at Heatherwilde Blvd.

Exhibit A

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

Signature

Sereniah Breland
Typed or Printed Name

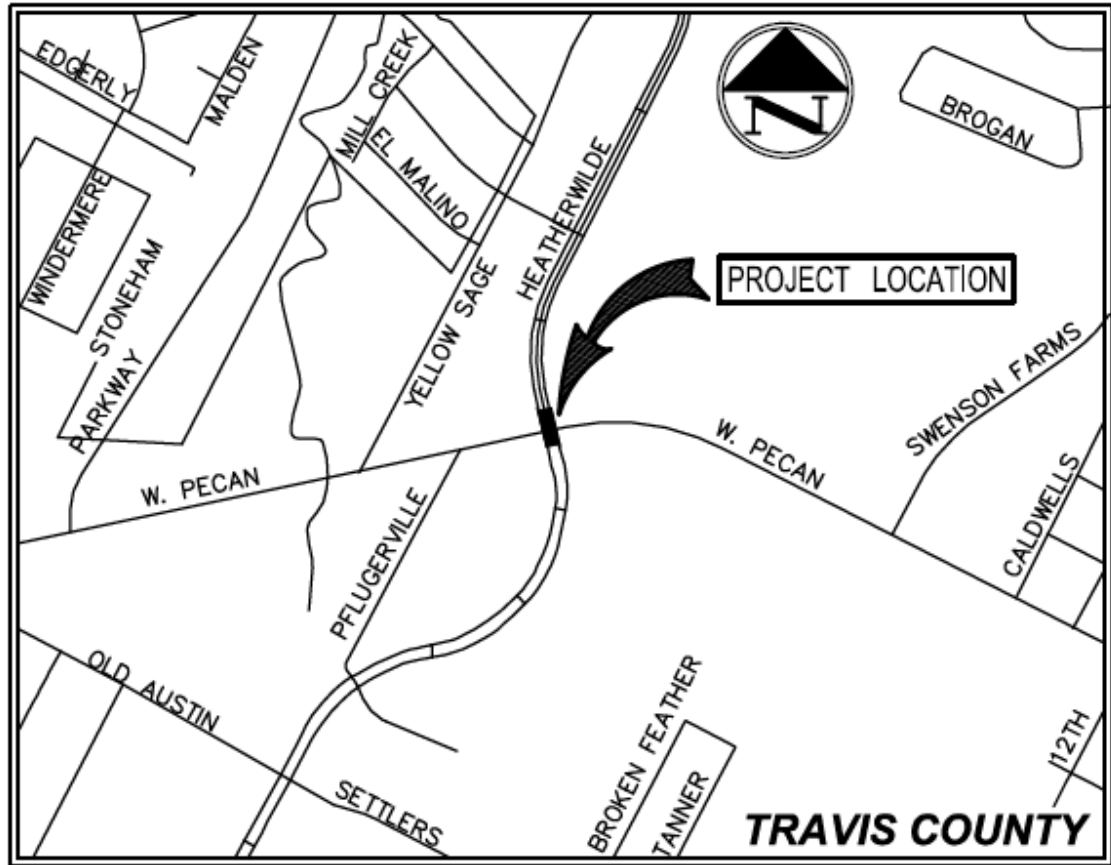
City Manager
Typed or Printed Title

Date

CSJ #	1902-01-030
District #	14-AUS
Code Chart 64 #	32580
Project Name	FM 1825 at Heatherwilde

Exhibit A

**ATTACHMENT B
PROJECT LOCATION MAP**



VICINITY MAP
(NOT TO SCALE)

CSJ #	1902-01-030
District #	14-AUS
Code Chart 64 #	32580
Project Name	FM 1825 at Heatherwilde

Exhibit A

ATTACHMENT C
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

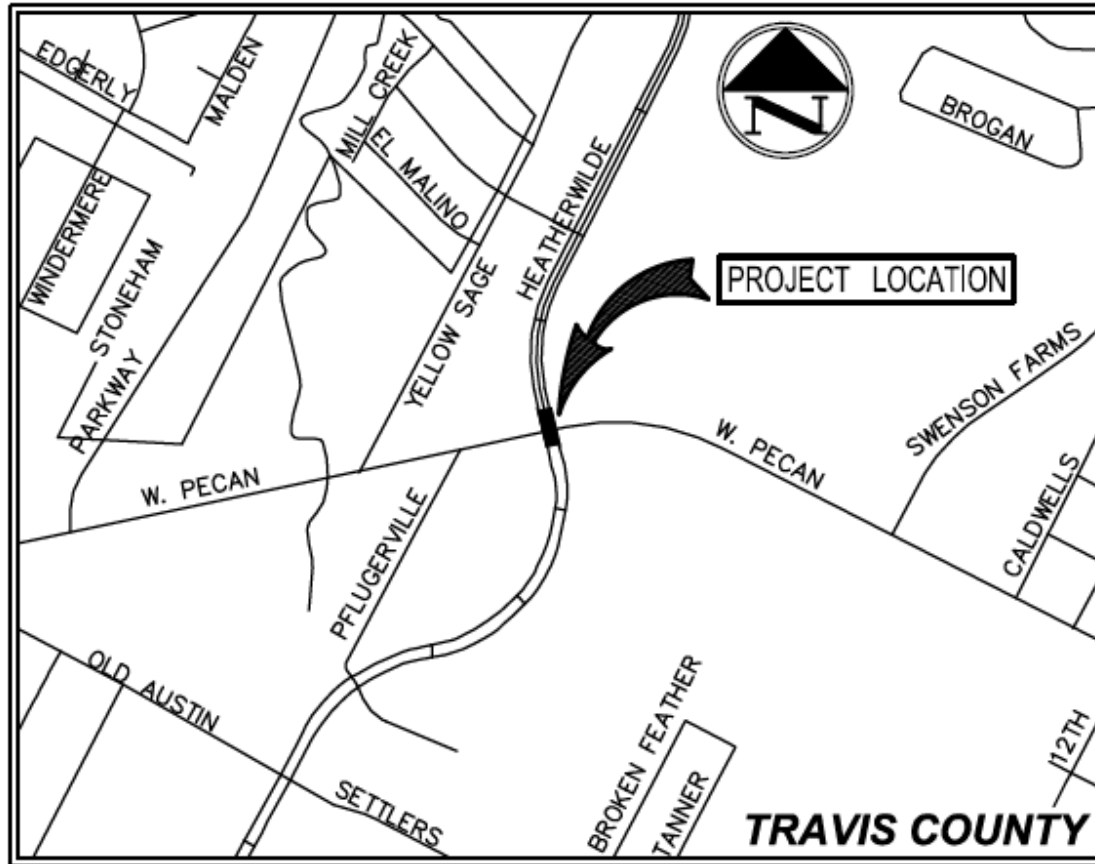
The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$0	
Right of Way	\$0	
Engineering	\$81,570	
Maintenance	\$0	
Utility Work	\$0	
Construction	\$243,189	
Subtotal for Project Phases		\$324,759
DIRECT STATE COSTS:	Paid By: <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> State	
Environmental	\$812	
Right of Way	\$203	
Engineering	\$1,218	
Utility Work	\$203	
Construction	\$5,683	
Subtotal for Direct State Costs		\$8,119
INDIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs		\$14,679
TOTAL ESTIMATED COST OF PROJECT		\$347,557

\$8,119	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
----------------	--

CSJ #	1902-01-030
District #	14-AUS
Code Chart 64 #	32580
Project Name	FM 1825 at Heatherwilde

**ATTACHMENT B
PROJECT LOCATION MAP**



VICINITY MAP
(NOT TO SCALE)

CSJ #	1902-01-030
District #	14-AUS
Code Chart 64 #	32580
Project Name	FM 1825 at Heatherwilde

ATTACHMENT C
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
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Subtotal for Indirect State Costs		\$14,679
TOTAL ESTIMATED COST OF PROJECT		\$347,557

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TXDOT-Austin District Letter of Authority
For Locally Let Projects

DISTRICT: Austin COUNTY Travis
HIGHWAY: FM 1825 CONTROL 1902-01-032
PROJECT NUMBER: CC 1902-1-32 FC: 4 RESP. SECTION : AUS

LIMITS FROM: At Heatherwild Blvd
LIMITS TO: .
Work Type Installation of turn lanes, including traffic signal and pavement markings.

Right of Way: Clear X Not Clear _____ Certification Rec'd _____
R.O.W. Encroachment: Clear X Not Clear _____ Certification Rec'd _____
Relocation Assistance: Clear X Not Clear _____ Certification Rec'd _____
Utilities: Clear X Not Clear _____ Certification Rec'd _____

Agreements and Permits Required:

Railroad Agreement: Yes _____ No X Rec'd _____
COE Section 404/10:IND/NW Yes _____ No X Rec'd _____
Coast Guard Section 9: Yes _____ No X Rec'd _____
TWC/WPWP Yes _____ No X Rec'd _____
TPWD Yes _____ No X Rec'd _____
Other Participation Yes _____ No X Rec'd _____
Other _____ Yes _____ No _____ Rec'd _____

TYPE OF ENVIRONMENTAL CLEARANCE:

Blanket Categorical Exclusion _____
Programmatic Categorical Exclusion _____
Categorical Exclusion (State CE) X
Project Specific Categorical Exclusion _____
FONSI _____ EIS _____ EA _____ Date of Final Federal Action 02 / 16 / 21

Remarks:

Environmental: Clear X Not Clear _____ Conditions _____

DocuSigned by:

Adrienne Love

8/19/2021

Responsible Environmental Office

Date

Conditions of Approval:

Design: Clear X Not Clear _____ Conditions None

DocuSigned by:

Dwayne M. Hillbert, P.E.

8/19/2021

Responsible District Office

Date

Yes _____ No _____ Conditions none

DocuSigned by:

Tucker Longman

8/19/2021

DISTRICT ENGINEER

Date

THIS AUTHORIZATION IS GIVEN ON THE CONDITION THAT THE CONTRACTING AGENCY SHALL ASSUME ALL COST AND RESPONSIBILITY AND LEGAL LIABILITY FOR ACTIVITIES THAT DO NOT CONFORM WITH APPLICABLE FEDERAL OR STATE REQUIREMENTS

1902-01-032