

RESOLUTION NO. R-2026-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE EXECUTION OF A ROADWAY AGREEMENT BETWEEN THE CITY OF BASTROP AND BEBD FRONTAGE ROAD, LLC, RELATED TO INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH BLAKEY LANE FOR AN AMOUNT NOT TO EXCEED \$690,000.00; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 26, 2023, the City of Bastrop approved a Planned Development District (PDD) Agreement with BEBD Frontage Road, LLC (Developer) via Ordinance No. 2023-36 for the Burleson Crossing East development, under which the City assumed responsibility for constructing the Blakey Lane Extension; and

WHEREAS, the City has not commenced design or construction of the Blakey Lane Extension, and in order to expedite delivery of this infrastructure, the Developer has agreed to construct the improvements, including the roadway extension and installation of a water line, in exchange for reimbursement of actual costs incurred; and

WHEREAS, Ordinance No. 2024-29, adopted by the City Council pursuant to Section 212.072(b) of the Texas Local Government Code, which establishes the limit of the City's participation in the cost of the Initial Blakey Lane Improvements; and

WHEREAS, the City shall place the estimated amount of \$680,000.00 into a separate account and reimburse the Developer through a Certification for Payment process as construction of the Initial Blakey Lane Improvements progresses, with the City's total participation not to exceed \$690,000.00 as established by the Authorizing Ordinance; and

WHEREAS, the City Council finds that execution of the Roadway Agreement is in the best interests of the City and serves the public purpose of supporting planned infrastructure improvements.

Section 1. The City Council approves the execution of the Roadway Agreement between the City of Bastrop and BEBD Frontage Road, LLC, for an amount not to exceed \$690,000.00, substantially in the form attached hereto as **Exhibit A**, and incorporated herein for all purposes.

Section 2. The City Manager is authorized to execute the Roadway Agreement and any related non-substantive documents necessary to carry out the intent of this Resolution.

Section 3. Fiscal Impact. Funding for the City's obligations under the Roadway Agreement for BEBD Frontage Road, LLC (not to exceed \$690,000.00) shall be drawn from the approved project contingency.

Section 4. Repealing Clause. All resolutions, parts of resolutions, or provisions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Bastrop, Texas, on this the 23rd day of June, 2026.

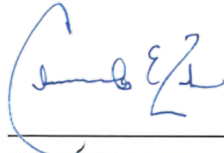
APPROVED:

by: 
Ishmael Harris, Mayor

ATTEST:


Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:


City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.



THE STATE OF TEXAS

COUNTY OF BASTROP

§
§ **ROADWAY AGREEMENT**
§ **BLAKEY LANE EXTENSION**
§

THIS Roadway Agreement – Blakey Lane Extension (this “Agreement”) is executed by and between **BEBD Frontage Road, LLC**, a Texas limited liability company (“Developer”), and the **City of Bastrop, Texas**, a home-rule city and municipal corporation of Bastrop County, Texas, acting by and through its City Manager or their designee (the “City”). The City and Developer, for and in consideration of the mutual premises and promises described below, agree as follows:

I. RECITALS AND FINDINGS

- A. Pursuant to Section 2.4.4 of the Planned Development District Agreement approved by the City on September 26, 2023, pursuant to Ordinance No. 2023-36 (“PDD”), the City is responsible for the construction of the extension of Blakey Lane, as more particularly depicted in Exhibit G of the PDD (the “Blakey Lane Extension”).
- B. The City has not commenced design or construction of the Blakey Lane Extension and these improvements are needed to serve the businesses and customers of Burleson Crossing East, therefore Developer has agreed to construct the portion of the Blakey Lane Extension shown on the Approved Road Scope of Work in order to expedite the process in exchange for the City’s reimbursement of the Actual Costs to Developer.
- C. The City has determined that it is in the public interest to provide the funds for the Actual Costs set forth herein subject to the terms and conditions of this Agreement.
- D. This Agreement is a developer participation contract authorized by Subchapter C, Chapter 212, Texas Local Government Code (Sections 212.071 through 212.074). The Initial Blakey Lane Improvements are public improvements, not including a building, related to the development. The City has a population of less than 1.8 million. The City enters into this Agreement without complying with the competitive sealed bidding procedure of Chapter 252, Texas Local Government Code, because this Agreement satisfies the requirements of said Subchapter C. By the Authorizing Resolution, the City Council has established the limit of the City’s participation in the cost of the Initial Blakey Lane Improvements and has adopted additional safeguards against undue loading of cost, collusion, and fraud.

II. DEFINITIONS

- A. **Actual Costs** means the actual amount of out-of-pocket costs expended for the cost of the Initial Blakey Lane Improvements, the estimate of which is attached hereto as Exhibit B.
- B. **Approved Road Scope of Work** is attached hereto as Exhibit A.

- C. **Authorizing Ordinance** means Ordinance No. 2024-29, adopted by the City Council pursuant to Section 212.072(b) of the Texas Local Government Code, which establishes the limit of the City's participation in the cost of the Initial Blakey Lane Improvements.
- D. **Certifications for Payment** means the payment request that includes a properly executed contractor's "application for payment" from the respective contractor having performed the work for which disbursement is sought, for the amount requested, with all necessary supporting information, including, without limitation, paid invoices for materials or supplies, paid invoices stating the percentage that is certified and approved by the Project Engineer.
- E. **Force Majeure Delays** means delays resulting from an Act of God, fire, earthquake, flood, delays caused by extreme or unusual weather delays (as opposed to usual and typical weather delays that should be accounted for in the schedule for completion of the applicable work), explosion, war, invasion, insurrection, riot, mob violence, unusual delays in obtaining supplies or materials (provided that the party claiming such delay has used commercially reasonable efforts to order such supplies and materials with sufficient time to comply with the completion and/or performance dates set forth in this Agreement), governmental mandates and shut downs (including, without limitation, relating to pandemics or epidemics), sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.
- F. **Initial Blakey Lane Improvements** means the extension of Blakey Lane and installation of a water line, which are more particularly described and depicted on Exhibit A attached hereto and made a part hereof.
- G. **Project Engineer** means LJA Engineering, Inc.

III. PERFORMANCE REQUIREMENTS

- A. Developer shall cause the Initial Blakey Lane Improvements to be constructed in a good and workmanlike manner and in accordance with the Approved Road Scope of Work.
- B. Developer shall keep the City reasonably apprised of its construction schedule and status of completion of the Initial Blakey Lane Improvements.
- C. Performance and Payment Bonds. Prior to commencing construction of the Initial Blakey Lane Improvements, Developer shall deliver to the City a performance bond and a payment bond for the construction of the Initial Blakey Lane Improvements, each in a penal sum not less than the total cost of the Initial Blakey Lane Improvements, executed by a corporate surety authorized and admitted to transact surety business in the State of Texas and otherwise acceptable to the City, in accordance with Section 212.073 of the Texas Local

Government Code and Chapter 2253 of the Texas Government Code. The bonds shall name the City as an obligee.

- D. Compliance with Laws; Prevailing Wage. Developer shall construct, and shall cause its contractors to construct, the Initial Blakey Lane Improvements in accordance with the City's design and construction standards and all applicable laws, and shall comply with and cause its contractors to comply with the prevailing wage rate requirements of Chapter 2258 of the Texas Government Code applicable to a public work.
- E. Insurance. Before commencing construction, Developer shall procure and maintain, or cause its contractors to procure and maintain, commercial general liability, automobile liability, and statutory workers' compensation insurance in amounts reasonably acceptable to the City, naming the City as an additional insured on the liability policies, and shall furnish certificates of insurance evidencing such coverage to the City.
- F. Inspection; Conformance; Acceptance; Conveyance. The City shall have the right to inspect the Initial Blakey Lane Improvements at all reasonable times during construction. Upon substantial completion, Developer shall deliver to the City record ("as-built") drawings and shall convey the Initial Blakey Lane Improvements to the City free and clear of all liens and encumbrances. The Initial Blakey Lane Improvements are subject to inspection and acceptance by the City, and the City's participation in the cost thereof is conditioned upon such acceptance.
- G. Warranty; Maintenance Bond. Developer warrants the Initial Blakey Lane Improvements against defects in materials and workmanship for a period of one (1) year following the City's acceptance and, upon the City's request, shall deliver to the City a maintenance bond covering such warranty period.
- H. Inspection of Records. In accordance with Section 212.074(b) of the Texas Local Government Code, all of Developer's books and other records related to the Initial Blakey Lane Improvements shall be available for inspection by the City.
- I. Indemnification. To the fullest extent permitted by law, Developer shall release, defend, indemnify, and hold harmless the City and its officers, employees, and agents from and against any and all claims, damages, losses, liens, causes of action, suits, and liabilities of every kind arising out of or in connection with Developer's or its contractors' construction of the Initial Blakey Lane Improvements, except to the extent caused by the negligence of the City.

IV. REPRESENTATIONS AND WARRANTIES

- A. The City hereby represents and warrants to the Developer that the City has full constitutional and lawful right, power, and authority, under current applicable law, to

execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provision, and does not require the consent of any other governmental authority.

- B. The Developer hereby represents and warrants to the City that the Developer has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the Developer, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

V. PAYMENTS

- A. As construction of the Initial Blakey Lane Improvements progresses, Developer shall deliver to the City Certification for Payments (herein so called), but in no event more frequently than one time per month.
- B. Certifications for Payment shall include a properly executed contractor's "application for payment" from the respective contractor having performed the work for which disbursement is sought, for the amount requested, with all necessary supporting information, including, without limitation, paid invoices for materials or supplies, paid invoices stating the percentage that is certified and approved by the Project Engineer. The Certification for Payment shall also include evidence satisfactory to the City that there are no liens or encumbrances filed against the Initial Blakey Lane Improvements. The certification by the Project Engineer is a final and binding certification for payment.
- C. The City shall pay the amount set forth in each Certification for Payment directly to the Developer (or at Developer's election, to the contractor) within thirty (30) days of the date of receipt of the applicable Certification for Payment. The City may withhold payment of any amount disputed by the City in good faith or attributable to defective or nonconforming work until such dispute is resolved or such work is corrected. Each payment shall be subject to the limit of the City's participation established by the Authorizing Ordinance and the Not-to-Exceed Amount set forth below.
- D. Upon Developer's substantial completion of the Initial Blakey Lane Improvements, Developer shall send the City a copy of its final Certification for Payment, together with a certified statement as to the Actual Costs, copies of paid invoices for materials and supplies, unconditional lien waivers for the Initial Blakey Lane Improvements, and evidence satisfactory to the City that there are no liens or encumbrances filed against the Initial Blakey Lane Improvements.

- E. Separate Account. The City shall place the estimated amount of the Actual Costs (\$680,000.00) into a separate account and draw down on the funds through a certification for payment process with the Developer as construction of the Initial Blakey Lane Improvements progresses. Notwithstanding anything in this Agreement to the contrary, the City's participation in, and total liability for, the cost of the Initial Blakey Lane Improvements shall not exceed the limit of participation established by the Authorizing Ordinance and shall in no event exceed \$690,000.00 (the "Not-to-Exceed Amount"). The City is liable only for the agreed payment of its share of the cost as determined in advance by the Authorizing Ordinance and this Agreement, and Developer shall be solely responsible for all costs of the Initial Blakey Lane Improvements in excess of the Not-to-Exceed Amount.

VI. BREACH

- A. Breach. The following conditions shall constitute a breach of this Agreement:

1. The Developer fails to meet the performance criteria as specified in Article III above.
2. The City fails to timely make payments to the Developer under the terms of this Agreement.

- B. Notice of Breach. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of thirty (30) business days after receipt by such Party of notice of default from the other Party (the "Cure Period"), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot be reasonably cured within the Cure Period, the Party receiving the notice of default may, during such Cure Period, give the other Party written notice that it has commenced curing the default within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible

- C. Limitations on Liability. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under Section 271.153 of the Texas Local Government Code. The Parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City for any cause of action not directly related to this Agreement and the enforceability thereof.

- D. Personal Liability of Public Officials; No Debt Created. No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The Payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no

circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

VII. TERMINATION/SELF HELP

After providing the applicable notice and opportunity to cure, the City may (i) terminate the Agreement or (ii) exercise self-help rights further outlined below, in the event that the Developer fails to complete the Initial Blakey Lane Improvements within 18 months after the Effective Date, subject to Force Majeure Delays.

In the event the City elects (ii) above, the City shall have the right, but not the obligation, to assume control of the construction of all or any designated portion of the Initial Blakey Lane Improvements upon written notice to the Developer, and upon such election, the City agrees to proceed to complete the same with reasonable diligence.

VIII. NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand deliver:

If to Developer: BEBD Frontage Road, LLC
 Attn: Steve Durhman
 100 East Anderson Lane, Ste 200
 Austin, Texas 78752

With a Copy to: Talley Williams
 Metcalfe Wolff Stuart & Williams
 221 W. 6th Street, Suite 1300
 Austin, Texas 78701

If to City: City of Bastrop
 Attn: City Manager
 P.O. Box 427
 1311 Chestnut Street
 Bastrop, Texas 78602

With a Copy to: Denton Navarro Rodriguez Bernal Santee & Zech, P.C.
 Attn: Charlie Zech
 2500 W William Cannon Dr Suite 609
 Austin, TX 78745

IX. CITY COUNCIL AUTHORIZATION

This Agreement was authorized by motion and vote of the City Council recorded in the minutes authorizing the City Manager or their designee to execute this Agreement on behalf of the City. In addition, the City Council adopted the Authorizing Ordinance establishing the limit of the City's participation in the cost of the Initial Blakey Lane Improvements, as required by Section 212.072(b) of the Texas Local Government Code.

X. SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

XI. ESTOPPEL CERTIFICATE

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of the Developer, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the status of payments made and remaining under this Agreement and such other matters reasonably requested by the Party(ies) to receive the certificates.

XII. DEVELOPER'S STANDING

Developer, as part of this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and Developer shall be entitled to intervene in said litigation.

XIII. APPLICABLE LAWS

This Agreement shall be construed under the laws of the State of Texas without regard to its conflicts of laws provisions. Venue for any action under this Agreement shall be the State's District Court of Bastrop County, Texas. This Agreement is performance in Bastrop County, Texas.

XIV. OTHER AGREEMENTS

This Agreement embodies all the agreements of the parties relating to their subject matters as specifically set out therein and herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by the parties.

XV. HEADINGS

The headings in this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XVI. SUCCESSORS AND ASSIGNS

The Parties each bind themselves and their successors, executors, administrators, and assigns of such other Party in respect to all covenants of this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all the parties hereto have executed at least one counterpart.

XVIII. NO THIRD-PARTY BENEFICIARIES

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties of this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the City or Developer or both; and (2) the terms of this Agreement are no intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Developer.

XIX. REMEDIES

Except as providing in this Agreement, no right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the consent of the Parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

XX. BOYCOTTS AND FOREIGN BUSINESS ENGAGEMENTS

Verifications of Statutory Representations and Covenants. The Developer (the "Owner") makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the

applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

- A. Not a Sanctioned Company. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- B. No Boycott of Israel. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
- C. No Discrimination Against Firearm Entities. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.
- D. No Boycott of Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

XXI. 1295 COMPLIANCE

Owner hereby certifies that it has filed a Certificate of Interested Parties form in compliance with Texas Government Code, Section 2252.908, if required, and shall update such certificate if required by law.

XXII. EFFECTIVE DATE

This Agreement shall be effective on June 23rd, 2026 (the “Effective Date”).

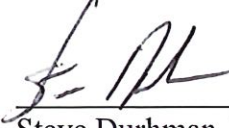
XXIII. EXHIBITS

- Exhibit A - Initial Blakey Lane Improvements/Approved Road Scope of Work
- Exhibit B - Estimated Actual Costs

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

DEVELOPER:

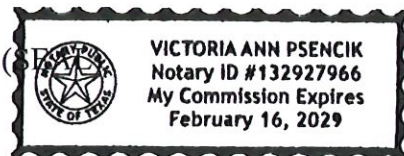
BEBD FRONTAGE ROAD, LLC, a Texas limited liability company

By: 
Steve Durhman, Manager

THE STATE OF TEXAS §

COUNTY OF Bastrop §

This instrument was acknowledged before me on this 2nd day of July, 2026, by Steve Durhman, Manager of BEBD FRONTAGE ROAD, LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

CITY OF BASTROP, TEXAS

a home rule city and municipal corporation

By: 

Name: Sylvia Carillio-Trevino

Title: City Manager

ATTEST:

By: 

Michael Muscarello, City Secretary



Exhibit A

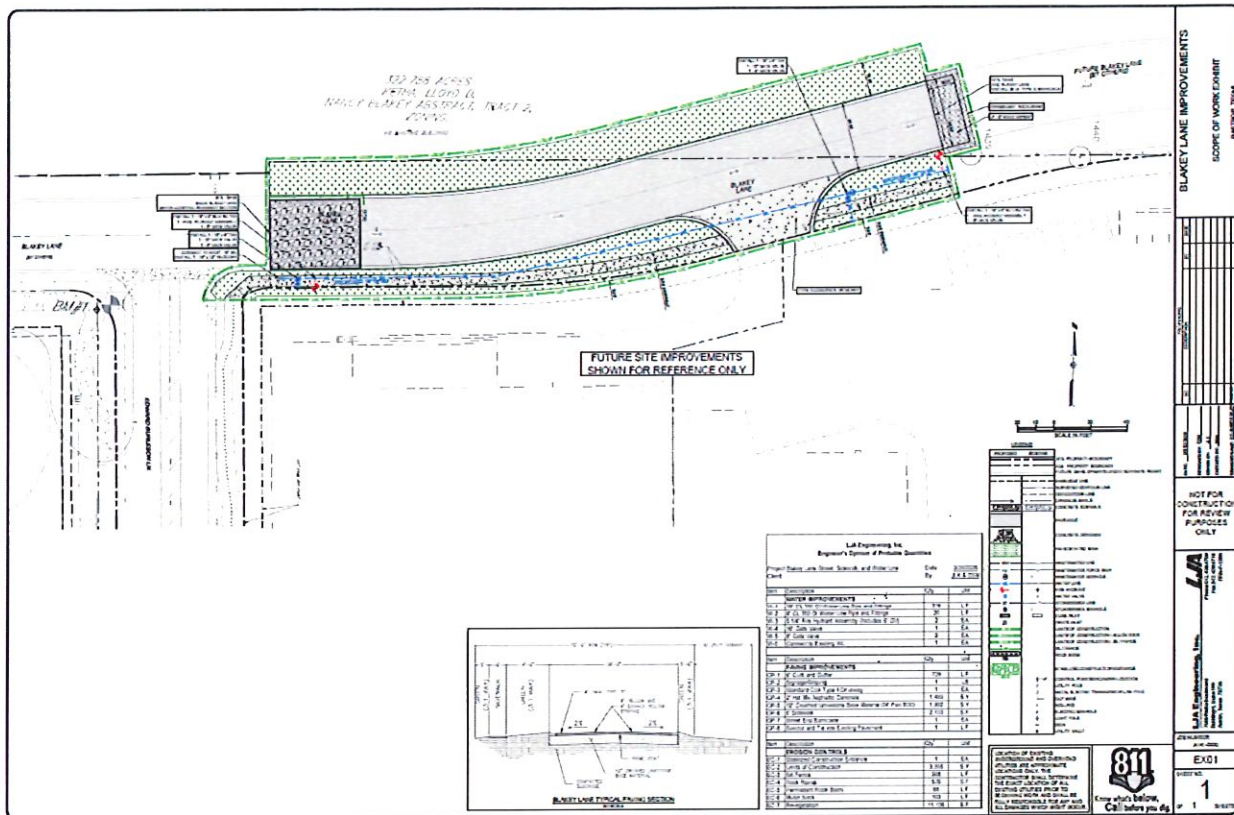


Exhibit B
Estimated Actual Costs
(Continued)

Exhibit B Estimated Actual Costs



LJA Engineering, Inc.

Engineer's Preliminary Opinion of Probable Construction Cost

Project: Blakey Lane Extension - Public Improvements 5/12/2026
 Date: Client: _____ By: R. Hurley
BEED Frontage Road, LLC

This cost estimate includes the proposed public improvements for the +/- 375 LF extension of Blakey Lane.

Item	Description	Cost
	SUMMARY	
	CONSTRUCTION PERFORMANCE BOND/MAINTENANCE BOND	\$15,000.00
WL	WATER IMPROVEMENTS	\$114,465.00
D	DEMOLITION	\$20,555.33
RD	STREET IMPROVEMENTS	\$177,442.91
ESC	EROSION & SEDIMENTATION CONTROLS	\$27,566.11
	GENERAL CONDITIONS	\$35,000.00
	CONTRACTOR PROFIT/OVERHEAD SUPERVISION	\$35,000.00
	Subtotal Hard Construction	\$425,629.36
	TESTING EXPENSES	\$10,000.00
	LEGAL EXPENSES	\$10,000.00
	DEVELOPMENT / SUPERVISION	\$10,000.00
	ENGINEERING FEES	\$87,500.00
	Subtotal Soft Costs	\$117,500.00
	25% CONTINGENCY	\$135,832.34
	Total	\$679,161.70

Item	Description	Qty	Unit	Unit Cost	Cost
	WATER IMPROVEMENTS				
WL-1	16" CL 350 Ductile Iron Pipe	373	LF.	\$ 150.00	\$ 55,950.00
WL-2	12" CI 350 Ductile Iron Pipe	5	LF.	\$ 120.00	\$ 600.00
WL-3	8" CL 350 Ductile Iron Pipe	31	LF.	\$ 90.00	\$ 2,790.00
WL-4	6" CI 350 Ductile Iron Pipe for Fire Hydrant Leads	15	LF.	\$ 75.00	\$ 1,125.00
WL-5	30" Steel Encasement Pipe	70	LF.	\$ 200.00	\$ 14,000.00
WL-6	Connect to Ex. 12" Stubout	1	EA.	\$ 12,000.00	\$ 12,000.00
WL-7	6" Gate Valve	2	EA.	\$ 1,500.00	\$ 3,000.00
WL-8	8" Gate Valve	2	EA.	\$ 2,000.00	\$ 4,000.00
WL-9	16" Gate Valve	1	EA.	\$ 5,000.00	\$ 5,000.00
WL-10	5 1/4" FH Assembly	2	EA.	\$ 5,000.00	\$ 10,000.00
WL-11	16"x6" MJ Tee	2	EA.	\$ 1,000.00	\$ 2,000.00
WL-12	16"x8" MJ Tee	2	EA.	\$ 1,000.00	\$ 2,000.00
WL-13	16"x12" Reducer	1	EA.	\$ 1,000.00	\$ 1,000.00
WL-14	16" Plug	1	EA.	\$ 500.00	\$ 500.00
WL-15	8" Plug	1	EA.	\$ 500.00	\$ 500.00
	Total Water Improvements				\$114,465.00

Item	Description	Qty	Unit	Unit Cost	Cost
DEMOLITION					
D-1	Sawcut and Tie into Existing Pavement	40	L.F.	\$ 3.00	\$ 120.00
D-2	Remove Curb & Gutter	30	L.F.	\$ 10.00	\$ 300.00
D-3	Remove Paving	62	S.Y.	\$ 300.00	\$ 18,473.33
D-4	Remove Barbed Wire Fence	531	L.F.	\$ 2.00	\$ 1,062.00
D-5	Remove Barricades	2	EA.	\$ 500.00	\$ 1,000.00
Total Demolition				\$20,555.33	

Item	Description	Qty	Unit	Unit Cost	Cost
STREET IMPROVEMENTS					
RD-1	Stop Sign	1	EA.	\$ 2,000.00	\$ 2,000.00
RD-2	Speed Limit Sign	1	EA.	\$ 2,000.00	\$ 2,000.00
RD-3	Striping	1	L.S.	\$ 10,000.00	\$ 10,000.00
RD-4	City of Bastrop Driveway	1	EA.	\$ 10,000.00	\$ 10,000.00
RD-5	4" Hot Mix Asphalt Concrete Type C (HMAC)	1,550	S.Y.	\$ 30.00	\$ 46,511.79
RD-6	12" Crushed Limestone Base (15" past BOC) (CLB)	1,693	S.Y.	\$ 30.00	\$ 50,796.47
RD-7	Subgrade Preparation	3,056	S.Y.	\$ 3.00	\$ 9,195.16
RD-8	Excavation (Does not include HMAC or CLB Volume)	6	C.Y.	\$ 15.00	\$ 120.00
RD-9	Embankment (Does not include HMAC or CLB Volume)	1,680	C.Y.	\$ 5.00	\$ 9,401.64
RD-10	Concrete Sidewalk	2,154	S.F.	\$ 8.00	\$ 17,234.64
RD-11	Sidewalk Curb Ramp	2	EA.	\$ 2,500.00	\$ 5,000.00
RD-12	Concrete 6" Curb and Gutter	759	L.F.	\$ 20.00	\$ 15,180.00
Total Street Improvements				\$177,442.91	

Item	Description	Qty	Unit	Unit Cost	Cost
EROSION AND SEDIMENTATION CONTROLS					
EQC-1	Hydromulch Seeding w/ Topsoil and Temp. Irrigation	1,516	S.Y.	\$ 3.00	\$ 4,546.98
EQC-2	Install, Maintain, and Remove Stabilized Construction Entrance	1	EA.	\$ 2,500.00	\$ 2,500.00
EQC-3	Install, Maintain, and Remove Silt Fence	4,152	L.F.	\$ 3.00	\$ 12,455.12
EQC-4	Tree Protection Fencing	32	L.F.	\$ 4.00	\$ 128.00
EQC-5	12' Mulch Sock	59	L.F.	\$ 4.00	\$ 236.00
EQC-6	6" D50 Rip Rap	570	S.F.	\$ 10.00	\$ 5,700.00
EQC-7	Rock Berm	80	L.F.	\$ 30.00	\$ 2,400.00
Total Erosion and Sedimentation Control Costs				\$27,968.11	

Note: The Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. As a result, this option of probable construction cost is based on the Engineer's experience and qualifications and represents our best judgement as design professionals familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from this option of probable cost, and therefore will not be held liable for differences in these costs.

