



Travis County Commissioners Court Agenda Request

Meeting Date: July 3, 2012

Prepared By: Thomas Weber **Phone #:** 854-4629

Division Director/Manager: Jon A. White

Department Head/Title: Steven M. Mahilla, P.E., County Executive-TNR

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests regarding a final cover maintenance plan for the closed Travis County Landfill located at 9500 E US 290:

- A) To fund the cost of the final cover maintenance plan from the Travis County allocated reserve;
- B) Approve a cooperative agreement between Travis County, landowners Joe T. and Joyce L Robertson, and Austin Country, Inc.; and
- C) To authorize the County Executive of TNR to submit a municipal solid waste permit modification to the Texas Commission on Environmental Quality requesting approval of a final cover maintenance plan and the addition of enclosed structures at the closed Travis County Landfill.

BACKGROUND/SUMMARY OF REQUEST:

On land now owned by Robertson Family 290 Property, LLC, Travis County operated a municipal solid waste (MSW) landfill at 9500 E. U.S. 290. The landfill accepted waste from approximately 1968 until 1982 when closure of the landfill was completed. Travis County continues to maintain and operate the closed landfill during the post-closure care period. After closure, the landowner leased the land to Austin Country, Inc. (AC). Beginning in 1983, AC constructed and operated a flea market on top of approximately 21 acres of the 95-acre landfill, an operation that continues today.

After a fire in August 2009 burnt down approximately 40% of the market, the TCEQ conducted an inspection and cited the landowner and Travis County for alleged violations of state MSW rules. The TCEQ noted that the owner and lessee had failed to register the enclosed structures of the flea market and had failed to ensure unacceptable levels of methane had not accumulated in the facility structures. TCEQ also noted that Travis County had failed to adequately correct subsidence and ponding of water on the closed landfill and failed to ensure the final cover is composed of at least two feet thickness of soil.

In 2010, TNR secured engineering services to develop a plan to address the deficiencies. On August 12, 2010, the Commissioners Court directed staff to seek partial financing of the remedial action plan from the landowner and AC. Through 2011 and early 2012, TNR and AC funded additional engineering, surveying, and geotechnical assessments and developed an alternative final cover maintenance plan that would allow the flea market to continue operation. The technical specifications and engineer's cost estimate for the plan is included in Exhibit A. TNR and the County Attorney negotiated a cooperative agreement with the landowners and AC to set out financial obligations, operational procedures, and land use restrictions on the landfill site (See Exhibit B).

TCEQ Region 11 staff was briefed on the proposed plan and was provided a compliance schedule to implement the plan. In response, TCEQ requested final compliance by April 30, 2013 and Travis County was directed to submit the final cover maintenance plan to TCEQ as part of a permit modification request. The proposed permit modification application is included as Exhibit C.

STAFF RECOMMENDATIONS:

A. TNR recommends that Commissioners Court approves the funding of the remedial action plan from the allocated reserve for an estimated amount of \$1,320,525. If approved by the Court, the plan will be provided to the TCEQ as a permit application for approval. Once approved by TCEQ, TNR and Travis County Purchasing would develop an Invitation for Bids (IFB) for the construction work.

B. TNR recommends that Commissioners Court approve the cooperative agreement included as Exhibit B. The agreement sets out funding of \$100,000 that AC will provide Travis County to pay a share of the cost of implementing the plan. That sum is in addition to a \$30,000 credit for some of AC's costs-to-date contributed towards assessing remedies to address the subsidence on the 21-acre flea market site. Under the cooperative agreement, AC would immediately remit \$30,000 and then provide the remaining commitment of \$70,000 under the terms of a 3.5 year installment plan. The amount AC provides is commensurate with aspects of the final cover maintenance plan that include demolition of structures, re-surfacing of portions of the flea market parking lot, and similar costs.

The cooperative agreement also requires AC and the property owner to ensure proper stewardship of the land and cap, to fulfill TCEQ and County development-related requirements, to allow County erection of security fencing, and to allow County access and management of the remedial construction as well as future post-closure care activities.

C. TNR recommends Commissioners Court authorize TNR's County Executive to submit an application to TCEQ for a permit modification to our existing MSW permit

for the landfill. The existing permit was issued by the Texas Department of Health and allowed for the disposal of municipal solid waste and set out closure requirements that were fulfilled. TCEQ has requested that the permit be modified in two ways: first, to incorporate the final cover maintenance plan into the permit; and second, to identify the flea market structures that were built and now exist on the landfill. The permit must be modified in order to allow AC to complete its registration requirements with the TCEQ for the enclosed structures. Exhibit C includes the application that has been prepared for submittal.

ISSUES AND OPPORTUNITIES:

The TCEQ NOV and compliance schedule have been an informal enforcement matter handled from the Austin Region office. Failure to diligently implement the compliance plan and to eliminate the subsidence, ponding, or cap thickness issues would likely result in escalation of the matter for formal enforcement and monetary penalties.

TCEQ suggested that Travis County submit the permit modification request without providing adjacent landowner information, under a preliminary determination that this matter does not require public notice and opportunity for a contested case hearing. TCEQ indicated that determination could change once the actual submittal is evaluated under the state rules. The modification process is used for minor changes to an MSW facility that do not substantially change the permitted limitations already set.

Travis County must continue the post-closure care of the landfill after the final cover maintenance plan has been completed, until such time as it can be verified to the satisfaction of TCEQ that the closed landfill is stable and no releases to the environment are likely to occur. It should be noted that "final" cover refers to the clay-rich liner and vegetated soil over the top of a closed landfill, to differentiate cover that is "daily" cover placed atop lifts of waste during active landfilling prior to closure. The owner and operator of the closed landfill are responsible for maintaining final cover throughout post-closure, including the need for future repairs. The recommended plan will improve the integrity of the cap and greatly reduce infiltration of surface runoff through the cap. However, it is anticipated that future efforts and funding will be necessary to investigate upgradient groundwater flow and its impact on the landfill and leachate collection system.

FISCAL IMPACT AND SOURCE OF FUNDING:

The allocated reserve is recommended as the funding source for the proposed final cover maintenance plan's construction phase. TNR has periodically discussed this expenditure with the Court and PBO since late 2009, in anticipation of this expected outlay. The current estimated cost is considerably less than the estimated costs

identified in 2010, largely due to the development of an alternative that does not result in demotion of the AC flea market. The Court should also be aware that the actual cost of the construction could be more or less than this estimate. Among the factors are the prevailing marketplace, actual bids received, input or revisions required by TCEQ during the permitting process, or unexpected construction-related issues.

EXHIBITS/ATTACHMENTS:

Exhibit A - Technical Specifications and Engineer's Cost Estimate for the Final Cover Maintenance Plan

Exhibit B - Proposed Cooperation Agreement for Remediation of the U.S. 290 Municipal Solid Waste Landfill by Travis County, Austin Country, Inc., and Joe T. Robertson

Exhibit C - Proposed MSW Permit Modification application to TCEQ

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon A. White	Division Director	TNR, NREQ	854-7212

CC:

Thomas Weber	Environmental Program Manager	TNR, NREQ	854-4629
Diana Ramirez	Budget Analyst, Sr.	PBO	854-9694
Marvin Brice	Asst. Purchasing Agent	Purchasing	854-9700
Thomas Nuckols	Division Director	County Attorney	854-9262

: :
0801 - NREQ- 4908

EXHIBIT A

Final Cover Maintenance Plan

Technical Specifications and Engineer's Cost Estimate

for the Closed U.S. 290 MSW Landfill

**TECHNICAL SPECIFICATIONS
FINAL COVER MAINTENANCE PLAN
U.S. HIGHWAY 290 LANDFILL
TRAVIS COUNTY, TEXAS
MAY 2012**

PROJECT DESCRIPTION

This project includes the maintenance of five locations on the cap of the U.S. Highway 290 landfill. The project site is the closed U.S. Highway 290 Landfill, a former disposal site for municipal solid waste. This project site includes an operating flea market and associated access and parking areas.

For purposes of these specifications, the OWNER is defined as Travis County, Texas. The CONTRACTOR shall be responsible for the work as described in this document and as indicated in the Final Cover Maintenance Plans, U.S. Highway 290 Landfill, dated May 2012 (construction drawings). CONTRACTOR shall be responsible for providing secure worksite storage, security for CONTRACTOR's parked equipment and materials (if deemed necessary by CONTRACTOR) and temporary services such as portable toilets, water and electrical power, if required. Payment for work will be made as indicated in the pay items listed below. Payment will be made based upon in-place quantities (or plan quantity if so indicated) and will be verified by a Registered Land Surveyor.

The CONTRACTOR shall take all necessary actions needed to meet the proposed schedule, taking into account weather as could be normally expected for the project location and season.

Access to the site shall be via the Flea Market entrance from U.S. 290 and the landfill perimeter gate located on the southeastern side of the landfill. The Contractor shall provide a double lock on the landfill gate to allow access. The CONTRACTOR may work from 7:00 am until dusk Monday through Friday, exclusively. Saturday and Sunday work will not be allowed. A CONTRACTOR laydown area is indicated on the Construction Drawings. Access to the construction area is shared with access to the flea market which operates on weekends. The CONTRACTOR shall cordon off areas under construction (Areas A, B, C and D) with traffic barriers, fencing or warning tape as appropriate. CONTRACTOR shall provide traffic control if necessary to avoid any conflicts between construction operations and flea market traffic. Ingress and egress from the flea market entrance shall be maintained at all times. If off-site clay is brought in to the construction area, such deliveries shall be limited to days when the flea market is closed to the general public.

PROJECT SCHEDULE

The CONTRACTOR shall initiate construction activities within 60 days of receipt of Notice to Proceed from Travis County. CONTRACTOR shall complete work within 90 days of initiating construction activities.

The CONTRACTOR shall provide a construction schedule with the BID.

DESCRIPTION OF PAY ITEMS

The specifications and bid items for this project are found in the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 (see TxDOT web site <http://www.dot.state.tx.us/business/specifications.htm>.) and as modified in this description of pay items and/or on the construction drawings. These TxDOT specifications are adopted for this project unless otherwise modified with this description of pay items or with the Construction Drawings. This includes the adoption of Items 1 through 9, General Requirements and Covenants.

Bid Item 1: Mobilization

Work for this task will be in accordance with TxDOT Item 500, Mobilization. This project will require a Payment Bond, Performance Bond, and Insurance. This item will be measured as lump sum as the work progresses. Payment for this item shall be made for "Mobilization" as described in Item 500, Section 500.3, Payment.

WEST CAP MAINTENANCE

Bid Item 2: Preparing Right of Way

Work for this task will be in accordance with TxDOT Item 100, Preparing Right of Way. For this project, the right of way will be that area indicated on the Construction Drawings as the Limits of West Cap Maintenance. There are two drainage chutes within the project work area. These chutes shall be protected and any damage during construction will be repaired at CONTRACTOR'S sole expense. Work will be conducted as described in Item 100, Sections 100.1 and 100.2. Top soil will be stockpiled on site at the location indicated on the Construction Drawings. This item will be measured by the acre. Payment for this item shall be made for "Preparing Right of Way" as described in Item 100, Section 100.4, Payment.

Bid Item 3: Excavation

Work for this task will be in accordance with TxDOT Item 110, Excavation. Work will be conducted as described in Item 110, Sections 110.1 and 110.2. This item does not include waste excavation. If waste is encountered, it will be handled and paid for as described in Bid Item 35, Waste Excavation. This item will be measured by the cubic yard. Payment for this item shall be made for "Excavation" as described in Item 110, Section 110.4, Payment.

Bid Item 4: Embankment

Work for this task will be in accordance with TxDOT Item 132, Embankment. Work will be conducted as described in Item 132, Section 132.1. Material will be Type C material as described on the Construction Drawings and in Item 132, Section 132.2. Embankment soil shall be clay rich soil, either CH, SC, or CL material. Embankment soil is available from the soil stockpile located to the northwest of the West Cap Maintenance area. The contractor is

responsible for all clearing and temporary sediment control costs associated with the embankment borrow source. The embankment borrow source will have temporary erosion, sedimentation, and environmental controls including diversion berms and temporary sediment control fencing adequate to control runoff and erosion from the borrow source. The embankment borrow source shall be graded smooth to drain and approved by the OWNER prior to completion of the project. There are existing drainage berms within the project area. Contractor to construct the drainage berms to their original configuration and location. Construction will be in accordance with the Construction Drawings and Item 132, Section 132.3. Embankment soil shall be placed in maximum 8 inch loose lifts and compacted. In case of a conflict in construction requirements, the Construction Drawings shall control. This item will be measured by the "Final" cubic yard as described in Item 132, Section 132.4(A). Payment for this item shall be made for "Embankment" as described in Item 132, Section 132.5, Payment.

Bid Item 5: Topsoil

Work for this task will be in accordance with TxDOT Item 160, Topsoil. Work will be conducted as described in Item 160, Section 160.1. Material will be topsoil as described in Item 160, Section 160.2. Construction will be in accordance with the Construction Drawings and Item 160, Section 160.3. A twelve (12) inch thickness of topsoil shall be applied as directed on the Construction drawings. This item will be measured by the square yard as described in Item 160, Section 160.4. Payment for this item shall be made for "Topsoil" as described in Item 160, Section 160.5, Payment.

Bid Item 6: Straw or Hay Mulch Seeding (Temp)

Work for this task will be in accordance with TxDOT Item 164, Seeding for Erosion Control. Work will be conducted as described in Item 164, Section 164.1. Material will be as described in Item 164, Section 164.2 for the appropriate growing season. Construction will be in accordance with the Construction Drawings and Item 164, Section 164.3 with Straw or Hay Mulch Seeding as described in Section 164.3(B). This item will be measured by the acre as described in Item 164, Section 164.4. Payment for this item shall be made for "Straw or Hay Mulch Seeding (temp)" as described in Item 164, Section 164.5, Payment.

Bid Item 7: Temporary Sediment Control Fence

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Material will be as described in Item 506, Section 506.2(J) for Temporary Sediment Control Fence. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Temporary Sediment Control Fence as described in Section 506.4(C)(9). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(I). Payment for this item shall be made for "Temporary Sediment Control Fence" as described in Item 506, Section 506.6, Payment and Section 506.6(I).

AREA "A" MAINTENANCE

Bid Item 8: Removing Stabilized Base and Asphalt Pavement

Work for this task will be in accordance with TxDOT Item 105, Removing Stabilized Base and Asphalt Pavement. For this project, the limits of stabilized base and asphalt pavement that will be removed are indicated on the Construction Drawings as the Limits of Area "A" Maintenance. Work will be conducted as described in Item 105, Sections 105.1 and 105.2. Stabilized base and asphalt pavement shall be removed to a depth of six (6) inches. Any additional stabilized base and asphalt pavement at depths greater than this will be considered Excavation and will be included in that bid item. This item will be measured by the square yard as described in Item 105, Section 105.3. Payment for this item shall be made for "Removing Stabilized Base and Asphalt" as described in Item 105, Section 105.4, Payment.

Bid Item 9: Excavation

Work for this task will be in accordance with TxDOT Item 110, Excavation. Work will be conducted as described in Item 110, Sections 110.1 and 110.2. This item does not include waste excavation. If waste is encountered, it will be handled and paid for as described in Bid Item 35, Waste Excavation. This item will be measured by the cubic yard. Payment for this item shall be made for "Excavation" as described in Item 110, Section 110.4, Payment.

Bid Item 10: Embankment

Work for this task will be in accordance with TxDOT Item 132, Embankment. Work will be conducted as described in Item 132, Section 132.1. Material will be Type C material as described on the Construction Drawings and in Item 132, Section 132.2. Embankment soil shall be clay rich soil, either CH, SC, or CL material. Embankment soil is available from the soil stockpile located to the northwest of the West Cap Maintenance area. The contractor is responsible for all clearing and temporary sediment control costs associated with the embankment borrow source. The embankment borrow source will have temporary erosion, sedimentation, and environmental controls including diversion berms and temporary sediment control fencing adequate to control runoff and erosion from the borrow source. The embankment borrow source shall be graded smooth to drain and approved by the OWNER prior to completion of the project. Construction will be in accordance with the Construction Drawings and Item 132, Section 132.3. Embankment soil shall be placed in maximum 8 inch loose lifts and compacted. This item will be measured by the "Final" cubic yard as described in Item 132, Section 132.4(A). Payment for this item shall be made for "Embankment" as described in Item 132, Section 132.5, Payment.

Bid Item 11: Flexible Base, 6" Type D

Work for this task will be in accordance with TxDOT Item 247, Flexible Base. Work will be conducted as described in Item 247, Section 247.1. Material will be Type D as described in Item 247, Section 247.2. Construction will be in accordance with the Construction Drawings and Item 247, Section 247.4. A six inch thickness of Type D flexible base shall be applied as

directed on the Construction Drawings. This item will be measured by the square yard (complete and in place) as described in Item 247, Section 247.5. Payment for this item shall be made for "Flexible Base, 6" Type D" as described in Item 247, Section 247.6, Payment.

Bid Item 12: Dense-Graded Hot-Mix Asphalt, 1 ½" Type D

Work for this task will be in accordance with TxDOT Item 340, Dense-Graded Hot-Mix Asphalt (Method). Work will be conducted as described in Item 340, Section 340.1. Material Type D dense-graded hot-mix asphalt will be as described in Item 340, Section 340.2. Construction will be in accordance with the Construction Drawings and Item 340, Section 340.4. This item will be measured by the ton of composite asphalt concrete mixture as described in Item 340, Section 340.5. Payment for this item shall be made for "Dense-Graded Hot-Mix Asphalt, 1 ½" Type D" as described in Item 340, Section 340.6, Payment.

Bid Item 13: Riprap

Work for this task will be in accordance with TxDOT Item 432, Riprap. Work will be conducted as described in Item 432, Section 432.1. Material will be 12" of common, dry, stone riprap as described in the Construction Drawings and Item 432, Section 432.2. The stone riprap will be placed over a filter fabric. Construction of the 12" common, dry, stone riprap with filter fabric will be in accordance with the Construction Drawings and Item 432, Section 432.4. This item will be measured by the cubic yard as described in Item 432, Section 432.5. Payment for this item shall be made for "Riprap" as described in Item 432, Section 432.6, Payment.

Bid Item 14: Temporary Sediment Control Fence

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Material will be as described in Item 506, Section 506.2(J) for Temporary Sediment Control Fence. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Temporary Sediment Control Fence as described in Section 506.4(C)(9). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(I). Payment for this item shall be made for "Temporary Sediment Control Fence" as described in Item 506, Section 506.6, Payment and Section 506.6(I).

AREA "B" MAINTENANCE

Bid Item 15: Removing Stabilized Base and Asphalt Pavement

Work for this task will be in accordance with TxDOT Item 105, Removing Stabilized Base and Asphalt Pavement. For this project, the limits of stabilized base and asphalt pavement that will be removed are indicated on the Construction Drawings as the Limits of Area "B" Maintenance. Work will be conducted as described in Item 105, Sections 105.1 and 105.2. Stabilized base and asphalt pavement shall be removed to a depth of six (6) inches. Any additional stabilized base and asphalt pavement at depths greater than this will be considered Excavation and will be included in that bid item. This item will be measured by the square yard as described in Item

105, Section 105.3. Payment for this item shall be made for "Removing Stabilized Base and Asphalt" as described in Item 105, Section 105.4, Payment.

Bid Item 16: Excavation

Work for this task will be in accordance with TxDOT Item 110, Excavation. Work will be conducted as described in Item 110, Sections 110.1 and 110.2. This item does not include waste excavation. If waste is encountered, it will be handled and paid for as described in Bid Item 35, Waste Excavation. This item will be measured by the cubic yard. Payment for this item shall be made for "Excavation" as described in Item 110, Section 110.4, Payment.

Bid Item 17: Embankment

Work for this task will be in accordance with TxDOT Item 132, Embankment. Work will be conducted as described in Item 132, Section 132.1. Material will be Type C material as described on the Construction Plans and in Item 132, Section 132.2. Embankment soil shall be clay rich soil, either CH, SC, or CL material. Embankment soil is available from the soil stockpile located to the northwest of the West Cap Maintenance area. The contractor is responsible for all clearing and temporary sediment control costs associated with the embankment borrow source. The embankment borrow source will have temporary erosion, sedimentation, and environmental controls including diversion berms and temporary sediment control fencing adequate to control runoff and erosion from the borrow source. The embankment borrow source shall be graded smooth to drain and approved by the OWNER prior to completion of the project. Construction will be in accordance with the Construction Drawings and Item 132, Section 132.3. Embankment soil shall be placed in maximum 8 inch loose lifts and compacted. In case of a conflict in construction requirements, the Construction drawings shall control. This item will be measured by the "Final" cubic yard as described in Item 132, Section 132.4(A). Payment for this item shall be made for "Embankment" as described in Item 132, Section 132.5, Payment.

Bid Item 18: Flexible Base, 6" Type D

Work for this task will be in accordance with TxDOT Item 247, Flexible Base. Work will be conducted as described in Item 247, Section 247.1. Material will be Type D as described in Item 247, Section 247.2. Construction will be in accordance with the Construction Drawings and Item 247, Section 247.4. A six inch thickness of Type D flexible base shall be applied as directed on the Construction drawings. This item will be measured by the square yard (complete and in place) as described in Item 247, Section 247.5. Payment for this item shall be made for "Flexible Base, 6" Type D" as described in Item 247, Section 247.6, Payment.

Bid Item 19: Dense-Graded Hot-Mix Asphalt, 1 ½" Type D

Work for this task will be in accordance with TxDOT Item 340, Dense-Graded Hot-Mix Asphalt (Method). Work will be conducted as described in Item 340, Section 340.1. Material Type D dense-graded hot-mix asphalt will be as described in Item 340, Section 340.2. Construction will be in accordance with the Construction Drawings and Item 340, Section 340.4. This item will be

measured by the ton of composite asphalt concrete mixture as described in Item 340, Section 340.5. Payment for this item shall be made for “Dense-Graded Hot-Mix Asphalt, 1 ½” Type D” as described in Item 340, Section 340.6, Payment.

Bid Item 20: Temporary Sediment Control Fence

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Material will be as described in Item 506, Section 506.2(J) for Temporary Sediment Control Fence. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Temporary Sediment Control Fence as described in Section 506.4(C)(9). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(I). Payment for this item shall be made for “Temporary Sediment Control Fence” as described in Item 506, Section 506.6, Payment and Section 506.6(I).

AREA “C” MAINTENANCE

Bid Item 21: Preparing Right of Way

Work for this task will be in accordance with TxDOT Item 100, Preparing Right of Way. For this project, the right of way will be that area indicated on the Construction Drawings as the Non-Paved Limits of Area “C” Maintenance. Work will be conducted as described in Item 100, Sections 100.1 and 100.2. Top soil will be stockpiled on site at the location indicated on the Construction Drawings. This item will be measured by the acre. Payment for this item shall be made for “Preparing Right of Way” as described in Item 100, Section 100.4, Payment.

Bid Item 22: Removing Stabilized Base and Asphalt Pavement

Work for this task will be in accordance with TxDOT Item 105, Removing Stabilized Base and Asphalt Pavement. For this project, the limits of stabilized base and asphalt pavement that will be removed are indicated on the Construction Drawings as the Paved Limits of Area “C” Maintenance. Work will be conducted as described in Item 105, Sections 105.1 and 105.2. Stabilized base and asphalt pavement shall be removed to a depth of six (6) inches. Any additional stabilized base and asphalt pavement at depths greater than this will be considered Excavation and will be included in that bid item. This item will be measured by the square yard as described in Item 105, Section 105.3. Payment for this item shall be made for “Removing Stabilized Base and Asphalt” as described in Item 105, Section 105.4, Payment.

Bid Item 23: Excavation

Work for this task will be in accordance with TxDOT Item 110, Excavation. Work will be conducted as described in Item 110, Sections 110.1 and 110.2. This item does not include waste excavation. If waste is encountered, it will be handled and paid for as described in Bid Item 35, Waste Excavation. This item will be measured by the cubic yard. Payment for this item shall be made for “Excavation” as described in Item 110, Section 110.4, Payment.

Bid Item 24: Block Sodding

Work for this task will be in accordance with TxDOT Item 162, Sodding for Erosion Control. For this project, the block sodding will be that area indicated on the Construction Drawings as the Non-Paved Limits of Area "C" Maintenance. Work will be conducted as described in Item 162, Section 162.1. Material will be as described in Item 162, Section 162.2. Construction will be in accordance with Item 162, Section 162.3. This item will be measured by the acre as described in Item 162, Section 162.4. Payment for this item shall be made for "Block Sodding" as described in Item 162, Section 162.5, Payment.

Bid Item 25: Vegetative Watering

Work for this task will be in accordance with TxDOT Item 168, Vegetative Watering. Work will be conducted as described in Item 168, Section 168.1. Material will be as described in Item 168, Section 168.2. The CONTRACTOR will water the block sodded areas (Non-Paved Limits of Area "C" Maintenance) with 1,000 gallons of clean water two times a week (once every 3 to 4 days) for four (4) weeks. A watering event will be skipped if more than ½" rainfall has fallen on the site since the prior watering event. Construction will be in accordance with Item 168, Section 168.3. This item will be measured by the 1,000 gallons as described in Item 168, Section 168.4. Payment for this item shall be made for "Vegetative Watering" as described in Item 168, Section 168.5, Payment.

Bid Item 26: Flexible Base, 6" Type D

Work for this task will be in accordance with TxDOT Item 247, Flexible Base. Work will be conducted as described in Item 247, Section 247.1. Material will be Type D as described in Item 247, Section 247.2. Construction will be in accordance with the Construction Drawings and Item 247, Section 247.4. A six inch thickness of Type D flexible base shall be applied as directed on the Construction Drawings. This item will be measured by the square yard (complete and in place) as described in Item 247, Section 247.5. Payment for this item shall be made for "Flexible Base, 6" Type D" as described in Item 247, Section 247.6, Payment.

Bid Item 27: Dense-Graded Hot-Mix Asphalt, 1 ½" Type D

Work for this task will be in accordance with TxDOT Item 340, Dense-Graded Hot-Mix Asphalt (Method). Work will be conducted as described in Item 340, Section 340.1. Material Type D dense-graded hot-mix asphalt will be as described in Item 340, Section 340.2. Construction will be in accordance with the Construction Drawings and Item 340, Section 340.4. This item will be measured by the ton of composite asphalt concrete mixture as described in Item 340, Section 340.5. Payment for this item shall be made for "Dense-Graded Hot-Mix Asphalt, 1 ½" Type D" as described in Item 340, Section 340.6, Payment.

Bid Item 28: Rock Filter Dam, Type 1 (Install)

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506,

Section 506.1. Material will be as described in Item 506, Section 506.2(A) for Rock Filter Dam. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Rock Filter Dam, Type 1 as described in Section 506.4(C)(1)(a). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(A) for Rock Filter Dam, Type 1 (Install). Payment for this item shall be made for "Rock Filter Dam, Type 1 (Install)" as described in Item 506, Section 506.6, Payment and Section 506.6(A).

Bid Item 29: Rock Filter Dam, Type 1 (Remove)

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Rock Filter Dam, Type 1 as described in Section 506.4(C). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(A) for Rock Filter Dam, Type 1 (Remove). Payment for this item shall be made for "Rock Filter Dam, Type 1 (Remove)" as described in Item 506, Section 506.6, Payment and Section 506.6(A).

Bid Item 30: Temporary Sediment Control Fence

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Material will be as described in Item 506, Section 506.2(J) for Temporary Sediment Control Fence. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Temporary Sediment Control Fence as described in Section 506.4(C)(9). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(I). Payment for this item shall be made for "Temporary Sediment Control Fence" as described in Item 506, Section 506.6, Payment and Section 506.6(I).

AREA "D" MAINTENANCE

Bid Item 31: Preparing Right of Way

Work for this task will be in accordance with TxDOT Item 100, Preparing Right of Way. For this project, the right of way will be that area indicated on the Construction Drawings as the Limits of Area "D" Regrading Area, Limits of Area "D" Non-Regrading Area, and limits of existing structure to be demolished and removed. Approximately 150 linear feet of existing flea market structure will be demolished and removed from the site. The structure will be saw cut at the closest structural support. Any electrical or plumbing (water and/or wastewater) utilities in the area to be demolished will be disconnected by a licensed electrician and/or plumber before demolition work commences. Work will be conducted as described in Item 100, Sections 100.1 and 100.2. Top soil will be stockpiled on site within the limits of the Area "D" Non-Regrading Area. This item will be measured by the acre. Payment for this item shall be made for "Preparing Right of Way" as described in Item 100, Section 100.4, Payment.

Bid Item 32: Removing Concrete

Work for this task will be in accordance with TxDOT Item 104, Removing Concrete. For this project, the limits of concrete that will be removed are indicated on the Construction Drawings. Work will be conducted as described in Item 104, Sections 104.1 and 104.2. This item will be measured by the square yard as described in Item 104, Section 104.3. Payment for this item shall be made for "Removing Concrete" as described in Item 104, Section 104.4, Payment.

Bid Item 33: Removing Stabilized Base and Asphalt Pavement

Work for this task will be in accordance with TxDOT Item 105, Removing Stabilized Base and Asphalt Pavement. For this project, the limits of stabilized base and asphalt pavement that will be removed are indicated on the Construction Drawings as the Limits of Pavement to be Removed. Work will be conducted as described in Item 105, Sections 105.1 and 105.2. Stabilized base and asphalt pavement shall be removed to a depth of six (6) inches. Any additional stabilized base and asphalt pavement at depths greater than this will be considered Excavation and will be included in that bid item. This item will be measured by the square yard as described in Item 105, Section 105.3. Payment for this item shall be made for "Removing Stabilized Base and Asphalt" as described in Item 105, Section 105.4, Payment.

Bid Item 34: Excavation

Work for this task will be in accordance with TxDOT Item 110, Excavation. Work will be conducted as described in Item 110, Sections 110.1 and 110.2. This item does not include waste excavation. If waste is encountered, it will be handled and paid for as described in Bid Item 35, Waste Excavation. This item will be measured by the cubic yard. Payment for this item shall be made for "Excavation" as described in Item 110, Section 110.4, Payment.

Bid Item 35: Waste Excavation

Work for this task will be in accordance with TxDOT Item 158, Specialized Excavation Work. Work will be conducted as described in Item 158, Sections 158.1, 158.2, and 158.3. Waste will be removed from the site and disposed of at a TCEQ permitted solid waste disposal facility at the sole cost of the contractor. Excavated waste shall be removed from the site at the end of each working day. Exposed waste shall be covered with 6 inches of clean soil at the end of each day. This item will be measured by the cubic yard as described in Section 158.4.A, Measurement, Original. Payment for this item shall be made for "Waste Excavation" as described in Item 158, Section 158.5, Payment.

Bid Item 36: Embankment

Work for this task will be in accordance with TxDOT Item 132, Embankment. Work will be conducted as described in Item 132, Section 132.1. Material will be Type C material as described on the Construction Drawings and in Item 132, Section 132.2. Embankment soil shall be clay rich soil, either CH, SC, or CL material. Embankment soil is available from the soil stockpile located to the northwest of the West Cap Maintenance area. The contractor is

responsible for all clearing and temporary sediment control costs associated with the embankment borrow source. The embankment borrow source will have temporary erosion, sedimentation, and environmental controls including diversion berms and temporary sediment control fencing adequate to control runoff and erosion from the borrow source. The embankment borrow source shall be graded smooth to drain and approved by the OWNER prior to completion of the project. Construction will be in accordance with the Construction Drawings and Item 132, Section 132.3. Embankment soil shall be placed in maximum 8 inch loose lifts and compacted. This item will be measured by the "Final" cubic yard as described in Item 132, Section 132.4(A). Payment for this item shall be made for "Embankment" as described in Item 132, Section 132.5, Payment.

Bid Item 37: Topsoil

Work for this task will be in accordance with TxDOT Item 160, Topsoil. Work will be conducted as described in Item 160, Section 160.1. Material will be topsoil as described in Item 160, Section 160.2. Construction will be in accordance with the Construction Drawings and Item 160, Section 160.3. A twelve (12) inch thickness of topsoil shall be applied as directed on the Construction Drawings. This item will be measured by the square yard as described in Item 160, Section 160.4. Payment for this item shall be made for "Topsoil" as described in Item 160, Section 160.5, Payment.

Bid Item 38: Straw or Hay Mulch Seeding (Temp)

Work for this task will be in accordance with TxDOT Item 164, Seeding for Erosion Control. Work will be conducted as described in Item 164, Section 164.1. Material will be as described in Item 164, Section 164.2 for the appropriate growing season. Construction will be in accordance with the Construction Drawings and Item 164, Section 164.3 with Straw or Hay Mulch Seeding as described in Section 164.3(B). This item will be measured by the acre as described in Item 164, Section 164.4. Payment for this item shall be made for "Straw or Hay Mulch Seeding (temp)" as described in Item 164, Section 164.5, Payment.

Bid Item 39: Soil Retention Blanket

Work for this task will be in accordance with TxDOT Item 169, Soil Retention Blanket. Work will be conducted as described in Item 169, Section 169.1. Material will be Class 1, Slope Protection, Type A Soil Retention Blanket as described in Item 169, Section 169.2. Construction will be in accordance with Item 169, Section 169.3. This item will be measured by the square yard as described in Item 169, Section 169.4. Payment for this item shall be made for "Soil Retention Blanket" as described in Item 169, Section 169.5, Payment.

Bid Item 40: Rock Filter Dam, Type 1 (Install)

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Material will be as described in Item 506, Section 506.2(A) for Rock Filter Dam. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4

with Rock Filter Dam, Type 1 as described in Section 506.4(C)(1)(a). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(A) for Rock Filter Dam, Type 1 (Install). Payment for this item shall be made for "Rock Filter Dam, Type 1 (Install)" as described in Item 506, Section 506.6, Payment and Section 506.6(A).

Bid Item 41: Rock Filter Dam, Type 1 (Remove)

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Rock Filter Dam, Type 1 as described in Section 506.4(C). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(A) for Rock Filter Dam, Type 1 (Remove). Payment for this item shall be made for "Rock Filter Dam, Type 1 (Remove)" as described in Item 506, Section 506.6, Payment and Section 506.6(A).

Bid Item 42: Temporary Sediment Control Fence

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Material will be as described in Item 506, Section 506.2(J) for Temporary Sediment Control Fence. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Temporary Sediment Control Fence as described in Section 506.4(C)(9). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(I). Payment for this item shall be made for "Temporary Sediment Control Fence" as described in Item 506, Section 506.6, Payment and Section 506.6(I).

Bid Item 43: Chain Link Fence

Work for this task will be in accordance with TxDOT Item 550, Chain Link Fence. Work will be conducted as described in Item 550, Section 550.1. The Chain Link Fence will be 6 feet tall. Material will be as described in Item 550, Section 550.2. Construction will be in accordance with the Construction Drawings and Item 550, Section 550.4. This item will be measured by the linear foot (foot) as described in Item 550, Section 550.4. Payment for this item shall be made for "Chain Link Fence" as described in Item 550, Section 550.5.

Bid Item 44: Vehicle Gate

Work for this task will be in accordance with TxDOT Item 550, Chain Link Fence. Work will be conducted as described in Item 550, Section 550.1. Each Vehicle Gate will be 20 feet wide and 6 feet tall and consist of two 10 foot wide sections. Material will be as described in Item 550, Section 550.2. Construction will be in accordance with the Construction Drawings and Item 550, Section 550.4. This item will be measured by each as described in Item 550, Section 550.4. Payment for this item shall be made for "Vehicle Gate" as described in Item 550, Section 550.5.

Bid Item 45: Pedestrian Gate

Work for this task will be in accordance with TxDOT Item 550, Chain Link Fence. Work will be conducted as described in Item 550, Section 550.1. Each Pedestrian Gate will be 4 feet wide and 6 feet tall. Material will be as described in Item 550, Section 550.2. Construction will be in accordance with the Construction Drawings and Item 550, Section 550.4. This item will be measured by each as described in Item 550, Section 550.4. Payment for this item shall be made for "Pedestrian Gate" as described in Item 550, Section 550.5.

Bid Item 46: Removing Concrete Pilings

Work for this task will be in accordance with TxDOT Item 104, Removing Concrete. For this project, the limits of concrete pilings that will be removed are indicated on the Construction Drawings. Concrete pilings are approximately 2 feet by 2 feet by 3 feet deep. Actual dimensions may vary. Concrete pilings will be backfilled with a minimum of 18 inches of compacted clay rich soil, either CH, SC, or CL material and 12 inches of topsoil. The 18 inches of compacted clay rich soil may be replaced with 18 inches of bentonite powder or pellets. Work will be conducted as described in Item 104, Sections 104.1 and 104.2. This item will be measured by each as described in Item 104, Section 104.3. Payment for this item shall be made for "Removing Concrete Pilings" as described in Item 104, Section 104.4, Payment.

END OF TECHNICAL SPECIFICATION SECTION

U.S. HIGHWAY 290 LANDFILL								
TRAVIS COUNTY, TEXAS								
ENGINEER'S COST ESTIMATE								
MAY 2012								
Bid Item	Spec. No. or Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1	500			Mobilization	LS	1	\$65,000.00	\$65,000.00
WEST CAP MAINTENANCE								
2	100			Preparing Right of Way	AC	11.8	\$2,420.00	\$28,556.00
3	110			Excavation	CY	38,094	\$4.00	\$152,376.00
4	132			Embankment	CY	19,047	\$4.25	\$80,949.75
5	160			Topsoil	SY	57,140	\$8.00	\$457,120.00
6	164			Straw or Hay Mulch Seeding (Temp)	AC	11.8	\$1,500.00	\$17,700.00
7	506			Temporary Sediment Control Fence	LF	2,580	\$2.50	\$6,450.00
AREA "A" MAINTENANCE								
8	105			Removing Stabilized Base and Asphalt Pavement	SY	3,815	\$8.55	\$32,618.25
9	110			Excavation	CY	435	\$4.00	\$1,740.00
10	132			Embankment	CY	37	\$4.25	\$157.25
11	247			Flexible Base, 6" Type D	SY	3,815	\$13.30	\$50,739.50
12	340			Dense-Graded Hot-Mix Asphalt, 1½" Type D	TON	315	\$95.00	\$29,925.00
13	432			Riprap	CY	30	\$100.00	\$3,000.00
14	506			Temporary Sediment Control Fence	LF	80	\$2.50	\$200.00
AREA "B" MAINTENANCE								
15	105			Removing Stabilized Base and Asphalt Pavement	SY	2,110	\$8.55	\$18,040.50
16	110			Excavation	CY	32	\$4.00	\$128.00
17	132			Embankment	CY	140	\$4.25	\$595.00
18	247			Flexible Base, 6" Type D	SY	2,110	\$13.30	\$28,063.00
19	340			Dense-Graded Hot-Mix Asphalt, 1½" Type D	TON	175	\$95.00	\$16,625.00

20	506			Temporary Sediment Control Fence	LF	250	\$3.00	\$750.00
AREA "C" MAINTENANCE								
21	100			Preparing Right of Way	AC	0.02	\$2,420.00	\$48.40
22	105			Removing Stabilized Base and Asphalt Pavement	SY	285	\$8.55	\$2,436.75
23	110			Excavation	CY	100	\$4.00	\$400.00
24	162			Block Sodding	SY	98	\$2.00	\$196.00
25	168			Vegetative Watering	KG	8	\$500.00	\$4,000.00
26	247			Flexible Base, 6" Type D	SY	285	\$13.30	\$3,790.50
27	340			Dense-Graded Hot-Mix Asphalt, 1½" Type D	TON	23	\$95.00	\$2,185.00
28	506			Rock Filter Dam, Type 1 (Install)	LF	20	\$15.00	\$300.00
29	506			Rock Filter Dam, Type 1 (Remove)	LF	20	\$9.00	\$180.00
30	506			Temporary Sediment Control Fence	LF	88	\$2.50	\$220.00
AREA "D" MAINTENANCE								
31	100			Preparing Right of Way	AC	2.8	\$4,000.00	\$11,200.00
32	104			Removing Concrete	SY	955	\$8.55	\$8,165.25
33	105			Removing Stabilized Base and Asphalt Pavement	SY	5,500	\$8.55	\$47,025.00
34	110			Excavation	CY	5,733	\$4.00	\$22,932.00
35	158			Waste Excavation	CY	2,483	\$14.00	\$34,762.00
36	132			Embankment	CY	3,820	\$4.25	\$16,235.00
37	160			Topsoil	SY	12,870	\$8.00	\$102,960.00
38	164			Straw or Hay Mulch Seeding (Temp)	AC	2.66	\$1,500.00	\$3,990.00
39	169			Soil Retention Blankets	SY	290	\$8.25	\$2,392.50
40	506			Rock Filter Dam, Type 1 (Install)	LF	65	\$15.00	\$975.00
41	506			Rock Filter Dam, Type 1 (Remove)	LF	65	\$9.00	\$585.00
42	506			Temporary Sediment Control Fence	LF	580	\$2.50	\$1,450.00
43	550			Chain Link Fence	LF	1,965	\$22.50	\$44,212.50
44	550			Vehicle Gate	EA	2	\$1,150.00	\$2,300.00

45	550			Pedestrian Gate	EA	2	\$425.00	\$850.00
45	104			Remove Concrete Pilings	EA	80	\$200.00	\$16,000.00
Base Bid Total								\$1,320,524.15

Note: The Travis County Commissioner's Court Reserves the right to reject any and all bids at their sole discretion.

Please note the following listed abbreviations used for proposed units:

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Stations, AC = Acre, EA = Each, SY = Square Yards, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Feet, TON = Ton, MO = Month, EA/DAY = per Each per DAY

EXHIBIT B

**Cooperative Agreement Between Travis County,
Joe T. and Joce L. Robertson, and Austin Country, Inc.
Regarding Remediation of the U.S. 290 MSW Landfill**

Cooperation Agreement for Remediation of the U.S. 290 Municipal Solid Waste Landfill by Travis County, Austin Country, Inc., and Robertson Family 290 Property, LLC

This Cooperation Agreement, hereinafter referred to as "Agreement" is made and entered into by and between Travis County (the "County"), Austin Country, Inc., ("Austin Country"), Robertson Family 290 Property, LLC (the "Owner") hereinafter collectively referred to as the "Parties," and individually as a "Party") upon the premises and for the consideration stated herein.

RECITALS

Whereas, Lot 1, Browning-Cook Subdivision at 9500 Highway 290 East is identified in Travis County Appraisal District records as being a 146.782 acre tract owned by Joe T. Robertson ("Property").

Whereas, in approximately 1968, the County began leasing the Property from Joe T. Robertson for the purpose of operating a municipal solid waste landfill ("Landfill").

Whereas, on October 10, 1977, the Texas Department of Health issued Permit no. 684 authorizing the County to continue operating the Landfill for disposal of solid waste and to properly close the Landfill in accordance with all applicable regulations.

Whereas, a lease between Joe T. Robertson and the County was executed by Joe T. Robertson and the County on December 29, 1980 ("County Lease").

Whereas, the County Lease provided, among other things, that the "County agrees to take any corrective action resulting from County closure operations and found insufficient for final closure approval by the Texas Department of Health".

Whereas, in 1982, the County physically closed the Landfill and has invested resources on tasks associated with the post-closure care of the Landfill.

Whereas, Austin Country and Owner represents that, in 1983, Austin Country began leasing from Joe T. Robertson a major part of the Property and in October, 2002, Joe T. Robertson and Joyce L. Robertson entered into a lease with Austin County whereby Austin Country leased approximately 130 acres of the Property in accordance with the lease attached hereto as **Attachment "A,"** which is attached hereto and incorporated herein for all purposes, ("Austin Country Lease") and during all such lease periods, Austin Country has been using the entire leased property, including approximately 21 acres on the East Mound of the closed Landfill to operate a flea market, including the construction of buildings, parking facilities, and an on-site sewerage facility ("Flea Market Site").

Whereas, since Landfill closure in 1982 and continuing up to the present time, the County has managed ongoing post-closure activities at the Landfill, including conducting environmental investigations and assessments, cover and cap maintenance, correction of erosion, mowing of the cover vegetation, and operation of a leachate collection and conveyance system.

Whereas, in 1990, Joe T. Robertson and Austin Country granted County a license, attached hereto as **Attachment "B,"** which is attached hereto and incorporated herein for all purposes, ("License") to enter and use the Property for certain activities related to the closed Landfill.

Whereas, the Texas Commission on Environmental Quality ("TCEQ") performed a site investigation at the Landfill site and issued a notice of violation ("NOV") to the Parties on October 14, 2009, citing allegations that included the failure of the Parties to register existing structures over a closed landfill unit and not ensuring methane has not accumulated in structures, the failure to correct subsidence and ponding of water on the closed landfill unit, the failure to investigate into the nature and extent of a release and impact to groundwater, and the failure to ensure final landfill cover is composed of no less than two (2) feet of soil.

Whereas, the TCEQ NOV required a compliance plan and schedule from the Parties to correct all outstanding alleged violations.

Whereas, the County developed and submitted to the TCEQ a compliance plan and schedule to resolve the outstanding alleged violations and Austin Country also submitted responses to the TCEQ to address the requirement for an enclosed structure registration and addressed the question of unsafe methane accumulations using monitoring equipment.

Whereas, the County secured professional services and developed a Landfill Final Cover Evaluation of the East Mound in June 2010 and prepared a preliminary remedial plan that, for the first time, included cap maintenance activities in the flea market area, including an alternative to demolishing the flea market.

Whereas, Austin Country agreed to cooperate and share in the costs with the County for remediation to address the TCEQ NOV in a manner that would allow the flea market to continue operation at the Flea Market Site.

Whereas, Austin Country funded additional assessment activities and prepared a preliminary engineering design in 2011 to support a revised landfill cover remedial plan and provided the design to the County.

Whereas, the County funded and received a final engineering design, documents suitable for bidding the construction phase of the remedial plan, including an engineer's cost estimate of One Million Three Hundred Twenty Thousand Five Hundred Twenty Four Dollars and 15/100 (\$1,320,524.15).

Whereas, the engineer's cost estimate for the project provided the Parties with a basis for cost sharing and the agreement by the Parties that Austin Country will fund remediation costs in the amount of One Hundred Thousand Dollars (\$100,000), as provided below.

Whereas, the post-closure care requirements of the TCEQ in 30 TAC Section 330.463 require the owner or operator to retain right of entry and maintenance of rights-of-way in order to conduct maintenance and remediation activities, groundwater monitoring, gas monitoring, and operation of the leachate collection system for the entire term of the post-closure care period.

Whereas, the Parties desire to resolve certain issues concerning the NOV and the continued operation of the flea market at the Flea Market Site, including the following: (a) approval of a request to pave asphalt in an area totaling 185 feet by 400 feet to be used by Austin Country for parking or structures for the flea market operations that will be located west of the existing pole barn in accordance with the plans and specifications reflected in **Attachment "C"** attached hereto and incorporated herein for all purposes by this reference ("Asphalt Addition"); and (b) an agreement by the County to assist Austin Country in obtaining the approval of registration of enclosed structures currently pending before the TCEQ.

Whereas, Joe T. and Joyce Robertson have recently conveyed the Property to the Robertson Family 290 Property, LLC, a Texas limited liability company ("Owner") and, in conjunction with that conveyance, have assigned all of their rights and obligations associated with the County Lease, the Austin Country Lease, and the License to Owner, which has assumed all rights and obligations assigned.

Therefore, the Parties agree as follows:

AGREEMENT

1. Austin Country will pay a share of the costs of the remedial work in the total amount of One Hundred Thirty Thousand Dollars and no/100 (\$130,000.00). The County will give Austin Country a credit towards this obligation in the amount of Thirty Thousand Dollars and no/100 (\$30,000.00) to reflect Austin Country's previously funding assessment activities and making other payments in connection with efforts with the County so that Austin Country's final outstanding obligation under this Agreement shall be One Hundred Thousand Dollars and no/100 (\$100,000.00) ("Austin Country Obligation"). Upon execution of this Agreement, Austin Country shall remit to the County a payment of Thirty Thousand Dollars and no/100 (\$30,000.00). Austin Country shall pay the remaining balance of the Austin Country Obligation to the County in quarterly (every three (3) months) installments, due on the first business day of July, October, January, and April, without interest or any other charges. Each installment payment shall be in the amount of Five Thousand Dollars and no/100 (\$5,000.00), until the Austin Country Obligation is paid in full. If Austin Country fails to timely and satisfactorily comply with the payment requirements of this provision, the County may, at its option, accelerate the maturity of the remaining installments, in which event the unpaid balance of the Austin Country Obligation shall become immediately due and payable without demand or notice. In addition, the failure of Austin Country to meet the payment schedule of this Agreement constitutes the failure of Austin Country to timely and satisfactorily comply with the terms of this Agreement. If one or more payment is not timely or satisfactory in amount and only after Austin Country is provided a 10-business day cure period following receipt of notice of default from the County, at its option, the County may exercise any legal option or remedy available to it in order to secure payment of the remaining balance of the Austin Country Obligation.

2. Simultaneously with its execution of this Agreement, the County has approved for filing a permit modification application to amend Permit No. 684 for submittal to TCEQ for the following purposes (a) for the existing enclosed structures located within the flea market area; and (b) the County's final remediation plan for the landfill cap, and any necessary application fee. Each required Party has signed and certified the application. The County agrees to submit the approved application for permit modification to the TCEQ within ten (10) days of the effective date of this Agreement. The Parties acknowledge and agree that the County would not have approved this permit modification application absent Austin Country and the Owner entering into this Agreement and that this Agreement was essential to the County's agreement to approve the permit modification application. In addition, the County hereby approves a request by Austin Country to pave the Asphalt Addition on the Flea Market Site for parking or structures for the flea market operations that will be located west of the existing pole barn, as reflected in Attachment "C" attached hereto and incorporated herein for all purposes by this reference.
3. The solicitation, selection, accepted project cost provided by bid and subsequent negotiation, payment for work, and contractor oversight for the construction phase of the remediation work will be carried out, determined and decided by the County in accordance with all applicable requirements and policies of the County, with appropriate consideration of input and comments from the Parties.
4. The Owner and Austin Country will allow temporary shutdown of use to limited portions of the Flea Market Site or other parts of the Property to allow for construction activities associated with the remediation. Unless an emergency arises, the County agrees to ensure its contractor provides at least forty-eight (48) hours of notice of the need for a shutdown of an area and to ensure the contractor keeps the time of a temporary shutdown of use to an area to the minimum time necessary to complete remedial work and tasks.
5. To the extent practicable, the County will ensure its contractor will consider alternative methods to accomplish the remedial work that results in a lesser disruption of flea market operations and shall provide Austin Country with advance written notice of when the County's contractor will be on the Flea Market Site or other parts of the Property. However, if Austin Country desires an alternative method that would increase the contractor's cost, including the need for a change order, then Austin Country shall promptly provide payment to the County prior to approval of the change order by the County, in the full amount of the added cost. In addition, unless an emergency arises, the County will ensure its contractor shall perform the necessary work by using sequencing of work areas and only perform work in or around the Flea Market Site Monday through Friday in order to attempt to avoid disruption to Austin Country's flea market operations. The County shall ensure that the contractor chosen by the County shall implement best management practices in connection with all work performed in and around Austin Country's flea market area.

6. The Parties agree that the County's activities and use of the Property under this Agreement are allowed by the License. Owner and Austin County shall be provided written updates periodically as to the activities undertaken (including results/outcomes) by the County and directed by TCEQ on the premises.
7. No later than August 1, 2012, Austin Country agrees to submit a written Storm Water Pollution Prevention Plan for the Flea Market Site (hereinafter "SWP3") to the County. The SWP3 shall be prepared by a qualified, Texas-licensed professional engineer or a Certified Professional in Erosion and Sediment Control (hereinafter "CPESC"). The SWP3 shall address the requirements of Provisions III.A.1-4., III.A.5.(a)(4), III.A.5.-8., and III.B.2.-3. in the TCEQ general Permit No. TXR050000 applicable to facilities that discharge storm water associated with industrial activity.
8. Upon review of the SWP3 submitted by Austin Country, the County may, in writing, request additional information or revisions to the submitted SWP3, in which case Austin Country agrees to promptly address the comments and prepare revisions within thirty (30) days of the date of the request from the County.
9. Upon approval by the County, Austin Country agrees to fully implement the SWP3. The SWP3 procedures must be updated to make changes that will eliminate erosion, promote drainage without causing ponding of runoff, to prevent and eliminate the co-mingling of solid waste or non-storm water waste streams with rainfall runoff. Austin Country agrees to promptly address reasonable written requests by the County or the TCEQ and to make SWP3 inspection records available to County staff for periodic audit or review.
10. Simultaneously with its execution of this Agreement, County has issued all permits/certificates previously applied for by or on behalf of Austin Country relating to certain improvements to Austin County's existing septic system for the flea market operations ("Existing OSSF"). The Parties acknowledge and agree that without the issuance of the permits/certificates previously submitted by or on behalf of Austin Country relating to Austin County's septic system, Austin Country would not have entered into this Agreement and that this issuance was essential to Austin Country's agreement as reflected herein. In addition, Austin Country shall manage and dispose of all sanitary wastewater without discharge or leakage from sewage collection lines over the landfill cap. Any expanded or additional On Site Sewerage Facility ("New OSSF") planned for the flea market or other use of the Property following the Effective Date of this Agreement must be authorized by the County prior to operation and use, which authorization will not be withheld, delayed, or conditioned except as provided in the County and State of Texas OSSF regulations. All On Site Sewerage Facilities ("OSSF") shall be operated and maintained in accordance with all County and State of Texas requirements, including where

applicable all manufacturer or installer guidelines. Prior to construction of the Existing OSSF, all sanitary wastewater must be removed from storage tanks at the flea market at a frequency that prevents any overflow or discharge. Sanitary wastewater must be transported by a TCEQ licensed hauler and conveyed to a facility authorized for the processing and disposal of the wastewater. Austin Country must maintain records as required by applicable State and County requirements, available for County inspection, showing the dates of transport, the quantity of wastewater collected, and manifest information showing the receipt of wastewater at an authorized facility.

11. Once issued by TCEQ, Austin Country shall comply with all requirements of its registration of the flea market's enclosed structures, including but not limited to 30 TAC Section 330.954(d) regarding gas monitoring.
12. Owner and Austin Country shall notify the County in writing of any proposed significant construction proposed at the flea market area or on other parts of the Property that may affect the Landfill, other than as reflected in an attachment to this Agreement. Based upon the nature of the construction, the activity may be subject to a County Basic Development Permit, if required by applicable County rules and/or regulations. The permit must be issued prior to commencement of construction and shall not be unreasonably delayed or withheld by the County. Owner and Austin Country shall not violate, disturb, alter, remove, or interrupt the integrity of the final cover of the Landfill. If Owner or Austin Country proposes to violate, disturb, alter, remove, or interrupt the integrity of the final cover, the Owner and Austin Country shall notify the County of the proposal and the activity must receive the prior written authorization from the TCEQ, in accordance with 30 TAC Section 330.954(e) or other applicable rules.
13. Austin Country and the Owner agree to allow the County to erect an intruder-resistant fence as a barrier between the flea market personnel, vendors, and customers and the remaining Landfill area. Austin Country shall provide adequate security to prevent unauthorized persons from entering the Landfill from the Flea Market Site.
14. All Parties agree that TCEQ determines whether use of the Property, including the current use of the Property, is or is not materially detrimental to the TCEQ's landfill closure and post-closure care requirements and agree not to use the Property for any purpose that would be materially detrimental to TCEQ's landfill closure and post-closure care requirements.
15. The Owner shall provide the County with written notice and the opportunity to review all future lease agreements, licenses, sales, or similar arrangements that allow for a continued use by Austin Country for the 21-acre flea market or any new use of the Property that affects the area above the closed Landfill that become effective subsequent to the Effective Date of this

Agreement. Upon review, if the proposed use of the Property is incompatible or will compromise the maintenance of the Landfill's closure care, the County may deny the proposed lease, license, or other arrangement for use of the Property. Any dispute will be resolved by declaratory judgment action in a Travis County District Court.

16. Except as expressly provided to the contrary herein, nothing in this Agreement eliminates, changes, or otherwise affects any defenses, claims, rights, or duties of the Parties and their successors or predecessors in interest regarding the Austin Country Lease, the County Lease, the License, or federal, state, or local law.

17. Miscellaneous.

(a) Any notice given hereunder by any Party to another must be in writing and may be affected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified in Section 4, above, with copies as noted below:

County: Steve Manilla (or successor), County Executive, Transportation and
Natural Resources Department

Address: P.O. 1748
411 W. 13th St.

Copy to: David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: Tom Nuckols

Owner: Robertson Family 290 Property, LLC
Address: 3506 Bonnie Road
Austin, Texas 78703

Copy to: Jim Arnold, Jr.
Attorney at Law
Address: 406 Sterzing Street
Austin, Texas 78704

Austin Country: Austin Country, Inc.
Attn: Marion B. Cook, President
Address: 9500 Highway 290 East

Austin, Texas 78724

Copy to: David Rodriguez
Richards Rodriguez & Skieth, LLP
Address: 816 Congress Avenue, Ste. 1200
Austin, Texas 78701

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

(c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of the County.

(e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the stated purposes of this Agreement.

(f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(g) To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits or liability resulting from, the

indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs, or claims arising from inadequacies, insufficiencies, or mistakes in the Plans and Specifications and other work products or any other materials or services a Party provides under this Agreement. Each Party will promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Agreement.

(h) Before attempting to terminate this Agreement for default, the Party alleging the default shall notify the other Parties in writing of the nature of and the means of curing the default. No Party may terminate this Agreement without providing the defaulting Party a reasonable amount of time to cure the default. The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.

(i) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Travis County, Texas.

(j) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(k) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Party, provided, however, that the Owner may sell or otherwise transfer part or all of its interest in the Property to a third party who agrees to be bound by this Agreement and all related agreements.

(l) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(m) This Agreement is effective upon execution by all the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.

(n) The County and Owner hereby acknowledge that by entering into this Agreement, Austin County, Inc. is not assuming or agreeing to assume any responsibilities, financial or otherwise, for the remediation of the existing landfill cap under either the requirements of the Texas Solid Waste Disposal Act or RCRA Subtitle D.

(o) Nothing in this Agreement will be construed to hinder or prevent Owner from making lawful use of part or all of the Property in a manner that does not (i) have a material adverse impact on the maintenance or care of the Landfill and/or (ii) violate the terms of this Agreement, the License, the County Lease (to the extent still applicable), or the Austin Country Lease.

TRAVIS COUNTY, TEXAS

SAMUEL T. BISCOE, County Judge

DATE: _____

ROBERTSON FAMILY 290 PROPERTY, LLC

JOYCE L. ROBERTSON, President

DATE: _____

AUSTIN COUNTRY, INC.

MARION L. COOK, JR., President

DATE: _____

EXHIBIT "A"

LEASE

LEASE

This Lease, made and entered into this 30th day of October, 2002, by and between JOE T. ROBERTSON and JOYCE L. ROBERTSON, Austin, Travis County, Texas, hereinafter collectively referred to as "Landlord," and AUSTIN COUNTRY, INC., a Texas corporation, hereinafter referred to as "Tenant."

WITNESSETH:

1. Description of Premises. That in consideration of the covenants herein contained on the part of the Tenant to be kept and performed, the Landlord does hereby lease and demise unto the Tenant that certain real property of approximately 130 acres and improvements thereon located on U.S. Highway 290 East in Travis County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all pertinent purposes.

2. Term and Rental. The term of this Lease shall be for a period of ten (10) years to commence November 1, 2002, and to end at midnight, October 31, 2012.

a. During the term hereof, Tenant shall pay to Landlord a minimum yearly rental of Thirty Thousand and No/100ths Dollars (\$30,000.00) payable in semi-annual installments of Fifteen Thousand and No/100ths Dollars (\$15,000.00) each or shall pay Landlord a sum equal to seven and one-half percent (7 ½%) of the yearly gross rental receipts (as defined below) of the farmers/flea market business done by it on the demised premises, whichever sum shall be greater.

b. The term "gross rental receipts," as used herein, shall, subject to the exception and authorized deductions as hereinafter set forth, mean the gross amount received by Tenant from space rentals by dealers and merchants as a weekend farmers/flea market operation. Tenant warrants

to be open for a farmers/flea market operation 52 weekends per year (104 days). Gross rentals specifically do not include any other income, especially, but not limited to, food and beverage concessions and parking charges.

c. There is excepted from Tenant's gross rentals, as the term is used herein, the amount of any tax receipts which has to be accounted for by Tenant to any government or governmental agency. There shall be deducted from Tenant's gross rentals for the purpose of accounting to Landlord the amount of any actual refunds or credits made by Tenant.

d. Tenant shall keep full, complete and proper books, records and accounts of the gross rentals as outlined above both for cash and on credit, of each separate space in the demised premises; such as books, records and accounts, including any sales tax report that Tenant may be required to furnish to any government or governmental agency. The books, records and accounts shall at all times be open to inspection of Landlord, Landlord's auditor, or other authorized representative or agent.

e. Within fifteen (15) days after the end of each calendar month commencing with the effective date of this Lease, and ending with the fifteenth (15th) day of the month next succeeding the last month of the Lease term, Tenant shall furnish Landlord with a statement to be certified as correct by Tenant or the employee of Tenant authorized so to certify, which shall set forth the gross rentals of each space in the demised premises for the month just concluded and the authorized deductions, if any, therefrom. If Tenant shall at any time cause an audit of Tenant's business to be made by a certified public accountant, Tenant shall furnish Landlord with a copy of such audit without any cost or expense to Landlord. Landlord may, once in any calendar year, cause an audit of the business of Tenant for the preceding twelve (12) month period to be made by a

certified public accountant of Landlord's own selection, and if the statements of gross rentals previously made by Tenant to Landlord for such twelve (12) month period shall be found to be more than five percent (5%) less than the amount of Tenant's gross rentals shown by such audit, Tenant shall immediately pay the cost of such audit (not to exceed Five Thousand Dollars [\$5,000]) as well as the additional rental therein shown to be payable to Tenant to Landlord; otherwise, the cost of such audit shall be paid by Landlord.

f. The acceptance by Landlord of any money paid to him by Tenant as additional rental for the demised premises as shown by any statement furnished by Tenant shall not be an admission of the accuracy of the statement, or of the sufficiency of the amount of the additional rental payment, but Landlord shall be entitled at any time within thirty (30) days after the receipt of any such additional rental payment to question the sufficiency of the amount thereof and the accuracy of the statements furnished by Tenant to justify the same. For the purpose of enabling the Landlord to check the accuracy of any such statements, and the sufficiency of any additional rental payment made in accordance therewith, Tenant shall for such period of twelve (12) months after submission to the Landlord of any such statement keep safe and intact all of Tenant's records, books, accounts and other data which in any way bear on Tenant's gross space rentals and any authorized deductions therefrom as shown by any such statement, and shall upon request make the same available to the Landlord, Landlord's auditor, representative or agent for examination at any time during such twelve (12) month period.

3. Use of Premises The Tenant covenants that during the term hereof, it will use the leased premises for a farmers/flea market or any other lawful purpose and shall not permit the same to be used for any illegal purposes.

4. Taxes. All taxes on the buildings and improvements located on the demised premises shall be paid by the Tenant upon the presentation of the tax bill to Tenant in November of each year

5. Assignment and Subletting. The Tenant or the Tenant's successors in interest, by operation of law or otherwise, shall not assign this Lease without the Landlord's written consent, which shall not be unreasonably withheld, except Tenant may assign this Lease to a corporation or limited liability company formed by Tenant and owned or controlled by the shareholders of Tenant.

6. Utilities and Services. The Tenant shall pay for all utilities furnished to the demised premises such as gas, electricity, water and sewer services, and telephone services, and shall make all the utility deposits.

7. Entry and Inspection by Landlord. The Tenant, at any time during the terms shall permit reasonable inspection of the demised premises during reasonable hours by the Landlord or the Landlord's agents, representatives or attorneys.

8. Notices. All notices which may be proper and necessary for the parties herein to serve on each other may be personally served, or may be effectually served by serving upon said party or parties by mailing the original of said notice, addressed to the party or parties to be served, properly stamped, registered and addressed to the last known address of such party or parties.

9. Surrender of Premises. On the last day of the term herein demised or on the sooner termination thereof, the Tenant shall peaceably and quietly release, surrender and yield up to the Landlord all and singular the demised premises except that Tenant may remove any or all improvements located on the premises provided all lease payments are current.

10. First Refusal. If during the term of this Lease the Landlord shall receive a bona fide offer to purchase the demised premises which the Landlord desires to accept, the Landlord shall

TRANSMISSION VERIFICATION REPORT

Notification ID

TIME : 09/24/2009 04:29
NAME : COOKMARKETINGLLC
FAX : 15122318613
TEL : 15122318612
SER : 800979742030

notify the Tenant by registered mail of such bona fide offer stating the amount

Tenant shall have sixty (60) days following receipt of said written notice within which to notify the

DATE, TIME	09/24 04:29
DURATION	00:00:00
PAGE(S)	00
MODE	STANDARD

PRICE - and on the same terms as contained in the bona fide offer received by Landlord.

Any neglect or failure on the part of the Tenant to respond to the Landlord's notice of the

bona fide offer shall be conclusively deemed to be an election not to purchase the demised premises.

If the Tenant elects to purchase the demised premises, the Landlord shall convey the same to the Tenant for the price and on the terms contained in said bona fide offer. If the Tenant elects either directly or indirectly not to purchase the demised premises in accordance with the terms and conditions of said bona fide offer then the Landlord shall be at liberty to sell and convey the demised premises for a price equal to or in excess of that contained in the bona fide offer and under no less onerous terms and conditions. Any such conveyance to a third party shall be subject to Tenant's rights under this Lease.

Landlord grants Tenant three (3) options to renew this Lease for successive periods of five (5) years each beginning with the expiration of the term of this Lease. The terms, covenants, rent and conditions of the renewal lease shall be the same as those herein, except the percentage of gross rental receipts to be paid as rent shall increase to nine and one-half percent (9 1/2%) during the first five (5) year renewal term, to ten and one-half percent (10 1/2%) during the second five (5) year renewal term and to eleven and one-half percent (11 1/2%) during the third five (5) year renewal term. To exercise any option Tenant must give Landlord written notice of its intention to do so at least thirty (30) days before the renewal term commences.

11. Quiet Enjoyment. If and so long as the Tenant pays the rent reserved by this Lease

and performs and observes all the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises subject to the terms of this Lease.

12. Successors and Assigns. The terms, covenants, conditions, provisions and agreements in this Lease contained shall in every case apply to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Liability Insurance. It is further stipulated and agreed by and between the parties hereto that the Tenant shall provide Landlord and Tenant Liability Insurance for the joint benefit of the Landlord and Tenant and shall keep such insurance in the amount of no less than Three Hundred Thousand and No/100ths Dollars (\$300,000.00) for injury to one person, and One Million and No/100ths Dollars (\$1,000,000.00) for injury to more than one person during the life of this Lease.

14. Default or Bankruptcy of Tenant. Should the Tenant make default in the fulfilling, keeping, observing or performing of any one or more of the covenants, conditions or agreements in this Lease set forth and contained on the part of the Tenant to be fulfilled, kept, performed or observed, Landlord shall notify the Tenant by registered mail and should the Tenant fail to rectify or cure said default within thirty (30) days after such receipt of such notice, then the Landlord may, at its option, terminate the Lease and consider the Tenant as tenant at sufferance and immediately reenter upon and repossess the said demised premises. If, by reason of such default on the part of the Tenant, the Landlord shall pay or be liable to pay any sums of money whatsoever or to do any act requiring the payment of money, or if the Tenant shall fail to pay any sum or sums of money agreed to be paid by the Tenant under provisions of this Lease, said sums of money together with all interest, costs and damages may be deemed at Landlord's option additional rent and may be added to any subsequent installment of rent and be collectible in the same manner and with the same

remedies as if the same had been rent specifically reserved herein. Should the demised premises be deserted, vacated or abandoned during the demised terms, the Landlord shall have the right to reenter the same by force, or otherwise, without being liable to any prosecution therefor and may relet said premises as the agent and the account of the Tenant, receive the rent therefor, applying same first to the payment of such expenses as the Landlord may be put to re-entering, reletting and putting the demised premises in good order and condition, and then to the payment of the hereinbefore reserved installments of rent and other sums added thereto by Landlord pursuant to the provisions of this Lease with interest, and the balance, if any, to be paid over by Tenant, and any deficiency which may arise, Tenant hereby covenants to pay in full forthwith upon statement rendered by Landlord.

Should the Tenant fail or omit to make any payment of any installment of rent and/or the other sums added thereto by the Landlord pursuant to the provisions of this Lease, or any part of either or both within thirty (30) days after the same shall have become due, or should Tenant default in the performance of any of the other on Tenant's part to be fulfilled, kept, observed or performed and fail to rectify the same for a period of thirty (30) days after such default, or should the Tenant make an assignment for the benefit of creditors, or be placed in liquidation, or file a voluntary petition in bankruptcy, or by any court adjudicated a bankrupt or insolvent, or should a petition for reorganization of the Tenant be filed against the Tenant under the Bankruptcy Act and be approved by the Court in which filed, or should an execution or attachment be issued against the Tenant or against any of the Tenant's property or effects and as a result thereof, there be an actual taking or occupation of the demised premises by someone other than the Tenant, or should a temporary or permanent receiver, trustee or assignee of the property of the Tenant, be appointed, then in any one or more of such events, in addition to landlord's right to enjoin any actual or threatened breach of

any of said terms, covenants, conditions or agreements, the Landlord may, at the Landlord's option, consider the Tenant as a tenant at sufferance and reenter upon and repossess the whole of the demised premises.

15. Liens Against Property. All persons to whom these presents may come are put upon notice of the fact that the Tenant shall never under any circumstances, have the power to subject the interest of the Landlord in the premises to any mechanic's labor or materialman's lien or liens of any kind. All persons who may hereafter, during the life of this Lease, furnish work, labor, services and/or materials to the premises upon the request or order of the Tenant or any person claiming under, by or through the Tenant must look wholly to the interest of the Tenant and not to that of the Landlord. Tenant covenants and agrees with the Landlord that Tenant will not permit or suffer to be filed or claimed against the interest of the Landlord in the leased premises during the continuance of this Lease any lien or liens of any kind, and if any such lien be claimed or filed, it shall be the duty of the Tenant promptly to cause the premises to be released from such claim as follows: either through the deposit into court, pursuant to statute, of the necessary sums of money, or in any other way which is competent legally to effect the release of the Landlord's interest in the premises from the said claim.

16. Eminent Domain. It is further understood and agreed that if, at any time during the continuance of this Lease, the legal title to the demised real estate or the improvements or buildings located thereon, or any portion thereof, to be taken or appropriated through the exercise of the power of eminent domain, there shall be a division of the proceeds and awards in such condemnation proceedings, and the same shall be the award to Landlord according to real estate value exclusive of improvements. Awards to Tenant shall be according to improvements and income.

17. Attorney's Fees. If at any time it shall be necessary for the parties to institute suit, or to retain an attorney to enforce the provisions of this Lease, then the losing party shall pay the prevailing party reasonable attorney's fees, expenses, and such other charges as said party may incur in so doing.

18. Memorandum of Lease. This Lease is not to be recorded by either party, however, a memorandum of lease will be recorded.

19. Option to Purchase. Landlord has granted Tenant the option to purchase the leased premise upon terms and conditions more particularly set forth in the attached contract for sale and purchase. Tenant may exercise said option at any time as set forth therein. All lease payments shall be paid and prorated until transfer of title has occurred.

20. Tenant's Right to Terminate. Notwithstanding any provision in this Lease to the contrary, Tenant shall have the right and option to terminate this Lease if it becomes impossible or impractical for Tenant to operate Tenant's flea market business on the demised premises for reasons beyond Tenant's control such as governmental rule, regulation, prohibition or moratorium or environmental condition.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals on the date first above written.

Signed, sealed and delivered
in the presence of:

Daniel W. Nelson

Joe T. Robertson
Joe T. Robertson, Tenant

Daniel W. Nelson

Joyce L. Robertson
Joyce L. Robertson, Tenant

AUSTIN COUNTRY, INC., a Texas
corporation

Daniel W. Nelson

By: Marion Lee Cook, Jr.
Marion Lee Cook, Jr., President

OPTION FOR SALE AND PURCHASE

It is hereby agreed by and between Landlord and Tenant that an option to purchase said premises is granted to Tenant at the end of the term of the Lease or any extension thereof, as referred to in Paragraph 19 of attached Lease.

Price of said property shall be determined as follows:

1. Tenant shall select an appraiser with at least five (5) years experience preparing appraisals of commercial property in Travis County, Texas, and require an appraisal to be made of the premises.
2. Landlord shall select an appraiser with at least five (5) years experience preparing appraisals of commercial property in Travis County, Texas, and require an appraisal to be made of the premises.

Those two figures shall be totaled and divided by two to determine said price. Terms shall be cash within one hundred eighty (180) days or terms as agreed upon by both parties.

Appraisers will be advised to appraise property for its highest and best use without improvements and without consideration as to Tenant's business.

Tenant shall notify Landlord of his intent to purchase six (6) months prior to termination of this Lease or any renewal term. Tenant may exercise this option only if all rents and monies due Landlord are current and paid in full.

Witness:

Daniel W. Nelson

Daniel W. Nelson

Joe T. Robertson
Joe T. Robertson, Tenant

Joyce L. Robertson
Joyce L. Robertson, Tenant

AUSTIN COUNTRY, INC., a Texas
corporation

Daniel W. Nelson

By:

Marion Lee Cook
Marion Lee Cook, President

EXHIBIT "B"

LICENSE AGREEMENT

62790
#A3

LICENSE AGREEMENT

4 44 PM '90

TEXAS

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Agreement is entered into this day by and between Travis County, a political subdivision of the State of Texas, hereinafter called "Licensee," and Joe T. Robertson and Austin Country, Inc., of Austin, Texas, hereinafter collectively referred to as "Licensor," who are the owners, as record title owner-lessor and lessee, respectively, of that certain Browning & Cooke Subdivision described in a plat recorded at Plat Book #3, Pages 72A and 72B of the Plat Records of Travis County, Texas, hereinafter referred to as the "Property."

WHEREAS, the Licensee desires to exercise certain rights and privileges upon the Property;

NOW, THEREFORE, it is agreed as follows:

I. Grant of License

Licensor does hereby grant unto Licensee, its employees, agents, and assigns, the right to enter onto the Property from time to time for the following purposes and subject to the conditions set forth herein:

- 1) to conduct surveying, observe conditions, take measurements, and collect information;
- 2) at the option of Licensee, to conduct an environmental assessment(s) on a portion of the Property in connection with a closed solid waste facility, including the right to drill test borings, collect samples, and monitor well stations; and
- 3) at the option of Licensee, to perform any necessary remedial work to mitigate any environmental concerns revealed by the environmental assessment or otherwise.

II. Conditions

Licensee agrees to limit its activities on the Property to that portion of the Property as is reasonable and necessary to carry out the purposes of this grant. Licensee further

agrees to repair any fencing or other improvements of Licensor relocated during its activities upon the Property. In addition, Licensee agrees that it is responsible for any injury or damage caused by the acts and negligence of Licensee, its employees, agent, and assigns in connections with the rights granted under this Agreement.

III. Term

This Agreement shall renew automatically from year to year as necessary to allow the Licensee to conduct the work, testing, and monitoring contemplated by this Agreement.

IV. Notices

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt request, addressed to the proper party, at the following addresses:

LICENSEE: Travis County, Texas
c/o Director, P.I.T.D.
P.O. Box 1748
Austin, Texas 78767

LICENSOR: Mr. Joe T. Robertson
1107 Mueces
Austin, Texas 78701

Austin Country, Inc.
9500 U.S. Highway 290 East
Austin, Texas 78724
Attn: Mr. Luke Browning

COPY TO: Honorable Ken Oden (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: Gordon Bowman, Assistant County Attorney
File No. 90-61.219

Each party may change its address for notice by giving notice of such change in accordance with the provisions in this paragraph.

V. Venue and Choice of Law

This Agreement shall be construed under and in accordance with laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Travis County, Texas.

VI. Severability

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

VII. Entire Agreement

This Agreement represents the entire and integrated agreement between Licensor and Licensee and supersedes all prior negotiations, representations, or agreements, either oral or written, relating to the subject matter hereof. This Agreement may be amended only by Licensor and Licensee.

TO HAVE AND TO HOLD the rights granted herein unto the said Licensee and assigns forever.

EXECUTED this 27 day of June, 1990.

LICENSOR:

By: [Signature]
Joe T. Robertson

Austin Country, Inc.

By: [Signature]
Name: LUKE BEAUMING
Title: SECRETARY
Authorized Representative

LICENSEE: Travis County,
Texas

By: [Signature]
Bill Aleshire
Travis County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by Joe T. Robertson on the 30 day of June, 1990.

Peter P. Zarembo
Notary Public in and for the State of Texas

PETER P. ZAREMBA
Printed or typed name of notary
My commission expires: 6-29-93

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by Luke Browning, the President of Austin Country, Inc., on the 15th day of June, 1990, in the capacity stated herein.

Janet Lee Jones
Notary Public in and for the State of Texas

Janet Lee Jones
Printed or typed name of notary
My commission expires: 4-29-91

88132 2000

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me by Bill Aleshire, Travis County Judge, on the 27th day of June, 1990, in the capacity stated herein.



Brenda S. Hines
Notary Public in and for the
State of Texas

BRENDA S. HINES
Printed or typed name of notary
My commission expires, March 23, 1992

61.219/lic/agmt

EXHIBIT "C"

APPROXIMATE TENT PAD LOCATION

Distance between two points on the ground

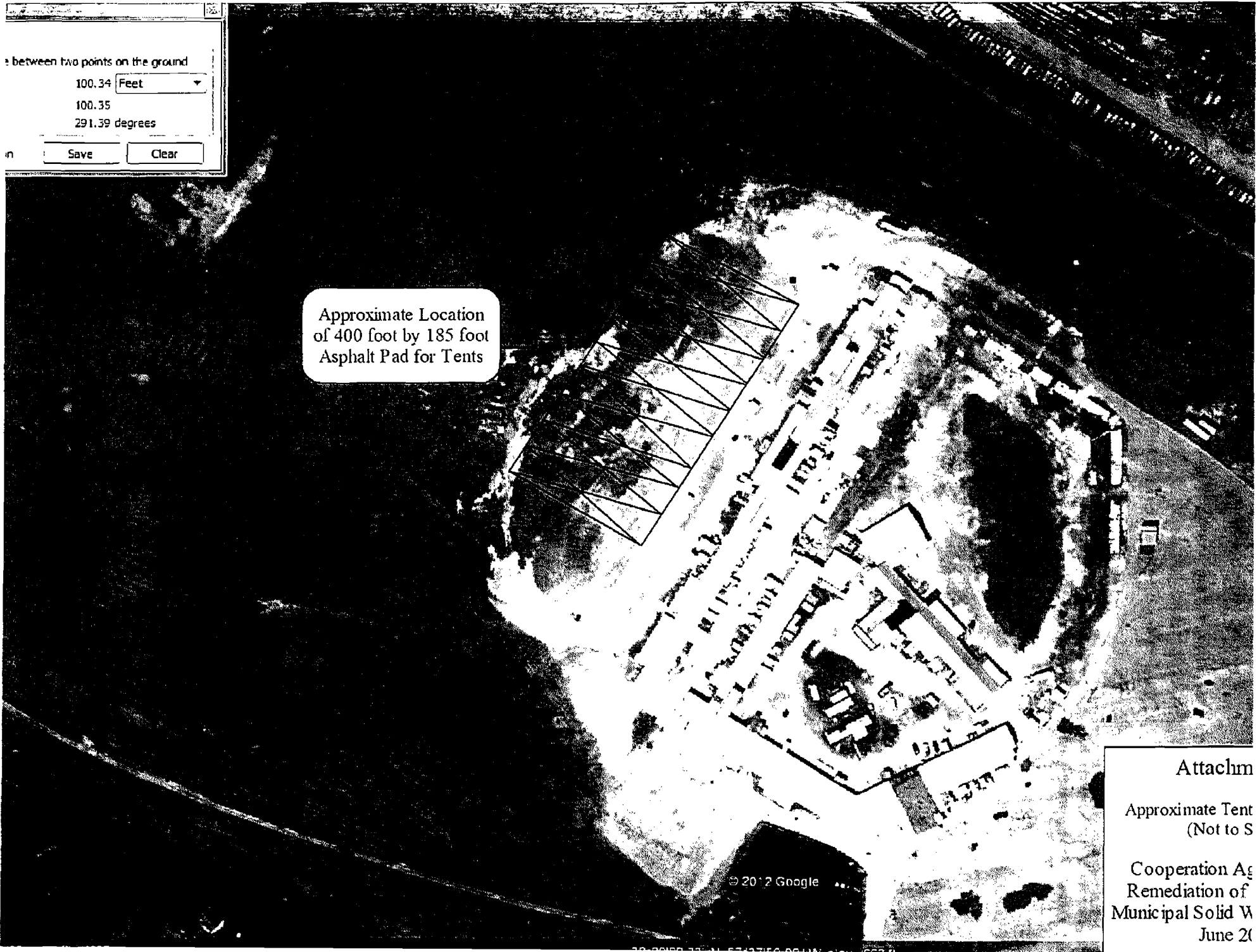
100.34 Feet

100.35

291.39 degrees

Save Clear

Approximate Location
of 400 foot by 185 foot
Asphalt Pad for Tents



Attachment
Approximate Tent
(Not to Scale)

Cooperation Agreement
Remediation of
Municipal Solid Waste
June 2000

© 2002 Google

EXHIBIT C

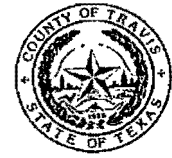
Application for Modification of MSW Permit No. 684

Relating to the U.S. 290 MSW Landfill

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

NATURAL RESOURCES & ENVIRONMENTAL QUALITY



1010 Lavaca Street, 3rd Floor
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-6474

July 3, 2012

Texas Commission on Environmental Quality
Attention: Municipal Solid Waste Permits Section, MC-124
Waste Permits Division
Austin, Texas 78711-3087

Re: Application for Modification of Permit
TCEQ MSW ID #684, Travis County Landfill, 9500 E. Hwy. 290

Dear Sir or Madame:

Enclosed are an original application and two full copies for a permit modification to the municipal solid waste permit for the Travis County Landfill at 9500 E. U.S. Highway 290 in Austin, Texas. This landfill was closed in 1982 and is currently undergoing post-closure care.

Travis County (the operator) and Robertson Family 290 Property, LLC (the landowners) request modification of the permit for two specific purposes:

1. The first modification is to add the Austin Country, Inc. flea market as an authorized activity at the closed landfill site; and
2. The second modification is to obtain approval of a proposed Final Cover Maintenance Plan to correct subsidence, ponding, and inadequate cover thickness conditions present at the closed landfill site.

The request for modifications stems from a TCEQ Region 11 compliance evaluation and notice of violation (NOV). The requested modifications are associated with addressing and resolving the issues described in the NOV. An additional description of these requests is detailed in the Part I form and associated documents.

The entire application submitted includes:

1. This cover letter;
2. TCEQ Core Data Form 10400;

3. TCEQ Form 0650, Part I Application , signed by the operator and property owner;
4. Attachment 1, describing totally enclosed structures of the Austin Country, Inc. flea market;
5. Attachment 2, Final Cover Maintenance Plan prepared for the applicant by SCS Engineers in May 2012, including technical specifications, base bid quantities, and a set of engineering drawings;
6. Attachment 3, General Location Map of the Travis County Landfill; and
7. A check for payment of the \$150.00 application fee along with a copy of the check.

If you need further information, please do not hesitate to contact me at (512) 854-4629.

Sincerely,



Thomas W. Weber
Environmental Quality Program Manager
Natural Resources and Environmental Quality Division
Transportation and Natural Resources Department

Enclosure

cc: Mr. Barry Kalda, TCEQ Region 11
Robertson Family 290 Property, LLC, 3506 Bonnie Rd., Austin, TX 78703
Mr. M. Lee Cook, Austin Country, Inc., 9500 U.S. Hwy. 290 E., Austin, TX 78724



TCEQ Core Data Form

TCEQ Use Only

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided)			
<input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application)			
<input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)		<input checked="" type="checkbox"/> Other MSW Permit Modification	
2. Attachments Describe Any Attachments: (ex. Title V Application, Waste Transporter Application, etc.)			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No MSW Part I Application (Form 0650) with Attachments 1, 2, and 3			
3. Customer Reference Number (if issued)		4. Regulated Entity Reference Number (if issued)	
CN 600338388		RN 100629211	

SECTION II: Customer Information

5. Effective Date for Customer Information Updates (mm/dd/yyyy)		7/3/2012	
6. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check only one of the following:			
<input type="checkbox"/> Owner		<input checked="" type="checkbox"/> Operator	
<input type="checkbox"/> Occupational Licensee		<input type="checkbox"/> Responsible Party	
<input type="checkbox"/> Owner & Operator		<input type="checkbox"/> Voluntary Cleanup Applicant	
<input type="checkbox"/> Other: _____			
7. General Customer Information			
<input type="checkbox"/> New Customer		<input type="checkbox"/> Update to Customer Information	
<input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State)		<input type="checkbox"/> Change in Regulated Entity Ownership	
		<input checked="" type="checkbox"/> No Change**	
**If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.			
8. Type of Customer:			
<input type="checkbox"/> Corporation		<input type="checkbox"/> Individual	
<input type="checkbox"/> City Government		<input type="checkbox"/> Sole Proprietorship- D.B.A	
<input type="checkbox"/> County Government		<input type="checkbox"/> Federal Government	
<input type="checkbox"/> Other Government		<input type="checkbox"/> State Government	
<input type="checkbox"/> General Partnership		<input type="checkbox"/> Limited Partnership	
<input type="checkbox"/> Other: _____			
9. Customer Legal Name (If an individual, print last name first: ex: Doe, John)			End Date:
Travis County			
10. Mailing Address:			
City		State	
ZIP		ZIP + 4	
11. Country Mailing Information (if outside USA)		12. E-Mail Address (if applicable)	
13. Telephone Number		14. Extension or Code	
() -		() -	
15. Fax Number (if applicable)			
() -			
16. Federal Tax ID (9 digits)		17. TX State Franchise Tax ID (11 digits)	
18. DUNS Number (if applicable)		19. TX SOS Filing Number (if applicable)	
20. Number of Employees		21. Independently Owned and Operated?	
<input type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION III: Regulated Entity Information

22. General Regulated Entity Information (If "New Regulated Entity" is selected below this form should be accompanied by a permit application)			
<input type="checkbox"/> New Regulated Entity		<input type="checkbox"/> Update to Regulated Entity Name	
<input type="checkbox"/> Update to Regulated Entity Information		<input checked="" type="checkbox"/> No Change** (See below)	
**If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.			
23. Regulated Entity Name (name of the site where the regulated action is taking place)			

24. Street Address of the Regulated Entity: (No P.O. Boxes)							
	City		State		ZIP		ZIP + 4
25. Mailing Address:							
	City		State		ZIP		ZIP + 4
26. E-Mail Address:							
27. Telephone Number	28. Extension or Code		29. Fax Number (if applicable)				
() -			() -				
30. Primary SIC Code (4 digits)	31. Secondary SIC Code (4 digits)	32. Primary NAICS Code (5 or 6 digits)		33. Secondary NAICS Code (5 or 6 digits)			
34. What is the Primary Business of this entity? (Please do not repeat the SIC or NAICS description.)							

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:					
36. Nearest City	County		State	Nearest ZIP Code	
37. Latitude (N) In Decimal:	38. Longitude (W) In Decimal:				
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the updates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Industrial Hazardous Waste	<input type="checkbox"/> Municipal Solid Waste
<input type="checkbox"/> New Source Review – Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS	<input type="checkbox"/> Sludge
<input type="checkbox"/> Stormwater	<input type="checkbox"/> Title V – Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil	<input type="checkbox"/> Utilities
<input type="checkbox"/> Voluntary Cleanup	<input type="checkbox"/> Waste Water	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:

SECTION IV: Preparer Information

40. Name:	Thomas W. Weber	41. Title:	Environmental Program Manager
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(512) 854-4629		(512) 854-6474	thomas.weber@co.travis.tx.us

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Travis County	Job Title:	County Judge
Name (In Print):	Samuel T. Biscoe	Phone:	(512) 854-9555
Signature:		Date:	



Texas Commission on Environmental Quality

Permit or Registration Application for Municipal Solid Waste Facility

Part I

A. General Information

Facility Name:	Travis County Landfill – Permit No. 684			
Physical or Street Address (if available):	9500 Highway 290 E			
(City) (County)(State)(Zip Code):	Austin	Travis	TX	78754
(Area Code) Telephone Number:	(512) 854-4629			
Charter Number:				

If the application is submitted on behalf of a corporation, provide the Charter Number as recorded with the Office of the Secretary of State for Texas.

Operator Name ¹ :	Travis County, Transportation & Natural Resources Dept.			
Mailing Address:	P.O. Box 1748			
(City) (County)(State)(Zip Code):	Austin	Travis	TX	78767
(Area Code) Telephone Number:	(512) 854-4629			
(Area Code) FAX Number:	(512) 854-6474			
Charter Number:				

If the permittee is the same as the operator, type "Same as Operator".

Permittee Name:	Same as Operator			
Physical or Street Address (if available):				
(City) (County)(State)(Zip Code):				
(Area Code) Telephone Number:				
Charter Number:				

If the application is submitted by a corporation or by a person residing out of state, the applicant must register an Agent in Service or Agent of Service with the Texas Secretary of State's office and provide a complete mailing address for the agent. The agent must be a Texas resident.

Agent Name:				
Mailing Address:				
(City) (County)(State)(Zip Code):				
(Area Code) Telephone Number:				
(Area Code) FAX Number:				

Application Type:

<input checked="" type="checkbox"/> Permit	<input type="checkbox"/> Major Amendment	<input type="checkbox"/> Minor Amendment
<input type="checkbox"/> Registration	<input checked="" type="checkbox"/> Modification	<input type="checkbox"/> Temporary Authorization
	<input type="checkbox"/> w/Public Notice	
	<input checked="" type="checkbox"/> w/out Public Notice	<input type="checkbox"/> Notice of Deficiency Response

¹ The operator has the duty to submit an application if the facility is owned by one person and operated by another [30 TAC 305.43(b)]. The permit will specify the operator and the owner who is listed on this application [Section 361.087 Texas Health and Safety Code].

Facility Classification:

<input checked="" type="checkbox"/>	Type I	<input type="checkbox"/>	Type IV	<input type="checkbox"/>	Type V	<input type="checkbox"/>	Type IX
<input type="checkbox"/>	Type I AE	<input type="checkbox"/>	Type IV AE	<input type="checkbox"/>	Type VI		

Activities covered by this application (check all that apply):

<input type="checkbox"/>	Storage	<input type="checkbox"/>	Processing	<input checked="" type="checkbox"/>	Disposal
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Waste management units covered by this application (check all that apply):

<input type="checkbox"/>	Containers	<input type="checkbox"/>	Tanks	<input type="checkbox"/>	Surface Impoundments	<input checked="" type="checkbox"/>	Landfills
<input type="checkbox"/>	Incinerators	<input type="checkbox"/>	Composting	<input type="checkbox"/>	Type IV Demonstration Unit	<input type="checkbox"/>	Type IX Energy/Material Recovery
<input type="checkbox"/>	Other (Specify)			<input type="checkbox"/>	Other (Specify)		
<input type="checkbox"/>	Other (Specify)			<input type="checkbox"/>	Other (Specify)		

Is this submittal part of a Consolidated Permit Processing request, in accordance with 30 TAC Chapter 33?

Yes No

If yes, state the other TCEQ program authorizations requested.

Provide a brief description of the portion of the facility covered by this application. For amendments, modifications, and temporary authorizations, provide a brief description of the exact changes to the permit or registration conditions and supporting documents referenced by the permit or registration. Also, provide an explanation of why the amendment, modification, or temporary authorization is requested.

Modification Request No. 1 (flea market structures)

This application for permit modification is to add the Austin Country, Inc. flea market as an authorized activity at the closed landfill site. Austin Country Inc. (the "Flea Market") includes existing structures that were constructed over a closed Travis County Landfill located at 9500 Highway 290 East, Austin, Travis County, Texas. The Travis County landfill was operated as a Type I landfill under Texas Commission on Environmental Quality (TCEQ) Permit No.684 from 1968 through 1982. This landfill consisted of approximately 95 acres. Correspondence and documentation between Travis County and the Texas Department of Health identify that final closure of the landfill occurred by November, 1982. Travis County provided an Affidavit to the Public identifying the closure of the facility on February 25, 1983. The landfill property is owned by Robertson Family 290 Property, LLC (TCEQ CN601540289). Under an agreement between the owners and Travis County, the landfill's post-closure care is being maintained by Travis County (TCEQ CN600338388).

The landfill property owners leased the property to Austin Country Inc. in 1983. Over the years, the Flea Market has grown to its current size of approximately 21 acres. The structures placed on top of the closed landfill area consist of, but are not limited to, an office, restrooms, on-site trailers used by vendors, an on-site trailer used by site security, concession stands, booths used by vendors, a storage building, parking lots, underground and aboveground utilities, and a septic tank system. The current septic system license was granted by the Austin/Travis County Health Dept. in 1992. The sanitary wastewater facilities consist of aboveground and below ground pipelines running from the flea market area to five holding tanks and a septic tank located within the landfill boundaries. The effluent from the septic tank is currently being manually pumped out and hauled off-site to an authorized facility, until repairs to a drain field (that is located outside the boundaries of the landfill) can be authorized by Travis County (OSSF Authorized Agent) and completed by Austin Country, Inc.

On August 2, 2009, there was a fire at the Flea Market that destroyed approximately 200 vendor booths, approximately 40 percent of the vendor area. These structures were located at the northeast portion of the market. These structures have not been rebuilt. As a result of the fire, TCEQ investigators conducted an inspection of the Travis County Landfill to determine the regulated entity's compliance with applicable requirements specified in Title 30 of the Texas Administrative Code (TAC) Chapter 330. One of the findings of this inspection was the failure of the landfill owner to obtain a registration for the construction of structures over a closed landfill. A Notice of Violation was issued to Mr. Joe Robertson on October 15, 2009, to correct that deficiency. On June 3, 2010, an extension to the compliance schedule was granted for the submittal of required compliance documentation until July 5, 2010. The current leaser of the property (Austin Country, Inc.) agreed to provide the required application documents and retained the services of a consultant on June 21, 2010.

The registration application was received by TCEQ on September 2, 2010. An administrative notice of deficiency letter from TCEQ dated October 26, 2010, requested that Permit #684 be modified to include the flea market activities. Once the administrative deficiency is resolved, the registration application will undergo technical review.

The registration application identifies structures associated with the Austin Country, Inc. flea market that are subject to methane gas monitoring. The property usage for structures constructed over the landfill is entirely for vendors to display and sell merchandise. Accordingly, activities consist of vehicular and pedestrian traffic for customers and vehicular traffic for vendors to transport and load/unload merchandise. On the landfill, the structures described in **Attachment 1** are considered to be totally enclosed and subject to the requirements of 30 TAC Chapter 330.

Modification Request No. 2 (repairs to correct subsidence and ponding)

This application for permit modification is also to request approval of engineering plans that will repair locations on the closed landfill cap where cover is of inadequate thickness, subsidence occurs, and ponding occurs. As a result of the aforementioned fire and TCEQ inspection of the landfill, other findings of the inspection included the failure of the owner and operator to correct subsidence and ponding water on the closed landfill unit and the failure to ensure the final cover is composed of no less than two feet of soil.

A Notice of Violation was issued to Travis County and Mr. Joe Robertson on October 15, 2009, to correct these deficiencies. Travis County submitted a compliance plan to address these deficiencies on December 14, 2009, and a revised compliance plan on October 25, 2011. On March 14, 2012, an extension to the compliance schedule was granted by TCEQ for the submittal of required compliance documentation until April 30, 2013. Travis County was directed by TCEQ Region 11 staff to provide the engineering plans associated with correction of the subsidence, ponding, and inadequate cover thickness as a permit modification. Accordingly, **Attachment 2** includes the May 2012 proposed Technical Specifications of the Final Cover Maintenance Plan, the base bid quantities associated with the proposed maintenance plan, and the engineering plan sheets showing the details of the maintenance plan. Following approval of the Final Cover Maintenance Plan by the TCEQ, Travis County will issue a competitive Invitation for Bids (IFB) to hire a contractor for the construction identified in the plan.

Does the application contain confidential Material? Yes No

If yes, cross-reference the confidential material *throughout the application* and submit as a separate document or binder conspicuously marked "CONFIDENTIAL."

Alternative Language Notice Instructions

For certain permit applications, public notice in an alternate language is required. If an elementary school or middle school nearest to the facility offers a bilingual program, notice may be required to be published in an alternative language. The Texas Education Code, upon which the TCEQ alternative language notice requirements are based, trigger a bilingual education program to apply to an entire school district should the requisite alternative language speaking student population exist. However, there may not exist any bilingual students at a particular school within a district which is required to offer the bilingual education program. For this reason, the requirement to publish notice in an alternative language is triggered if the nearest elementary or middle school, as a part of a larger school district, is required to make a bilingual education program available to qualifying students and either the school has students enrolled at such a program on-site, or has students who attend such a program at another location in satisfaction of the school's obligation to provide such a program as a member of a triggered district.

If it is determined that an alternative language notice is required, the applicant is responsible for ensuring that the publication in the alternate language is complete and accurate in that language. Electronic versions of the Spanish template examples are available from the TCEQ to help the applicant complete the publication in the alternative language.

Alternative Language Notice Application Form: Not applicable; modification not subject to public notice

Alternative language notice confirmation for this application:

1. Is a bilingual program required by the Texas Education Code in the school district where the facility is located? YES NO

(If NO, alternative language notice publication not required)

2. If YES to question 1, are students enrolled in a bilingual education program at either the elementary school or the middle school nearest to the facility? YES NO

(If YES to questions 1 and 2, alternative language publication is required; If NO to question 2, then consider the next question)

3. If YES to question 1, are there students enrolled at either the elementary school or the middle school nearest to the facility who attend a bilingual education program at another location? YES NO

(If Yes to questions 1 and 3, alternative language publication is required; If NO to question 3, then consider the next question)

4. If YES to question 1, would either the elementary school or the middle school nearest to the facility be required to provide a bilingual education program but for the fact that it secured a waiver from this requirement, as available under 19 TAC ' 89.1205(g)?
 YES NO

(If Yes to questions 1 and 4, alternative language publication is required; If NO to question 4, alternative language notice publication not required)

If a bilingual education program(s) is provided by either the elementary school or the middle school nearest to the facility, which language(s) is required by the bilingual program?

Note: Applicants for new permits and major amendments must make a copy of the administratively complete application available at a public place in the county where the facility is, or will be, located for review and copying by the public.

Public place where administratively complete permit application will be located.			
Public Place (e.g., public library, county court house, city hall, etc.):			
Mailing Address:			
(City) (County)(State)(Zip Code):			
(Area Code) Telephone Number:			

B. Facility Location

Except for Type I AE and Type IV AE landfill facilities, for permits, registrations, amendments, and modifications requiring public notice, provide the URL address of a publicly accessible internet web site where the application and all revisions to that application will be posted.
N/A – modification is not subject to public notice

Local Government Jurisdiction:	Travis County
Within City Limits of:	N/A
Within Extraterritorial Jurisdiction of City of:	Austin
Is the proposed municipal or industrial solid waste disposal or processing facility located in an area in which the governing body of the municipality or county has prohibited the disposal or processing of municipal or industrial solid waste? (If YES, provide a copy of the ordinance or order):	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

Provide a description of the location of the facility with respect to known or easily identifiable landmarks.
Highway 290 E at a location 2.5 miles east of its intersection with Hwy 183 in Austin, Travis Co, TX

Detail the access routes from the nearest United States or state highway to the facility.
Located on north side (westbound lane) of U.S. Hwy 290

Provide the latitudinal and longitudinal geographic coordinates of the facility.

Latitude	N 30° 20' 02"
Longitude	W 97° 37' 57"
Elevation (above msl)	670 feet

Is the facility within the Coastal Management Program boundary? Yes No

Texas Department of Transportation District Location:

TXDOT District Name & Number:	Austin (AUS)			
District Engineer's Name:	Carlos Lopez, P.E., District Engineer			
Street or P. O. Box:	P. O. Drawer 15426			
(City) (County)(State)(Zip Code):	Austin	Travis	TX	78761-5426
(Area Code) Telephone Number:	(512) 832-7000			
(Area Code) FAX Number:	(512) 478-8243			

The local governmental authority or agency responsible for road maintenance:

Agency Name	Travis County Transportation & Natural Resources Department			
Contact Person's Name:	Don Ward, P.E., Director, Road Maintenance & Fleet Services			
Street or P. O. Box:	P.O. Box 1748			
(City) (County)(State)(Zip Code):	Austin	Travis	TX	78767
(Area Code) Telephone Number:	(512) 854-9317			
(Area Code) FAX Number:	(512) 854-4648			

State Representative:

District Number:	50			
State Representative's Name:	Texas State Representative Mark Strama			
District Office Address:	P.O. Box 2910			
(City) (County)(State)(Zip Code):	Austin	Travis	TX	78768

(Area Code) Telephone Number:	(512) 463-0821
(Area Code) FAX Number:	(512) 463-1199

State Senator:

District Number:	14			
State Senator's Name:	Texas State Senator Kirk Watson			
District Office Address:	P.O. Box 12068, Capitol Station			
(City) (County)(State)(Zip Code):	Austin	Travis	TX	78711
(Area Code) Telephone Number:	(512) 463-0114			
(Area Code) FAX Number:	(512) 463-5949			

Council of Government (COG) Information:

COG Name:	Capital Area Council of Governments			
COG Representative's Name:	Betty Voights			
COG Representative's Title:	Executive Director			
Street or P. O. Box:	6800 Burleson Rd			
(City) (County)(State)(Zip Code):	Austin	Travis	TX	78744
(Area Code) Telephone Number:	(512) 916-6000			
(Area Code) FAX Number:	(512) 916-6001			

River Basin Information:

River Authority:	Lower Colorado River Authority			
Contact Person's Name:	Becky Motal			
Watershed Sub-Basin Name:	Unnamed tributary, thence to Walnut Creek, thence to the Colorado River below Lady Bird Lake (Segment No. 1428) of the Colorado River basin			
Street or P. O. Box:	3700 Lake Austin Blvd.			
(City) (County)(State)(Zip Code):	Austin	Travis	TX	78703
(Area Code) Telephone Number:	(512) 473-3200			
(Area Code) FAX Number:	N/A			

This site is located in the following District of the U.S. Army Corps of Engineers:				
<input type="checkbox"/> Albuquerque, NM	<input checked="" type="checkbox"/> Ft. Worth, TX	<input type="checkbox"/> Galveston, TX	<input type="checkbox"/> Tulsa, OK	

C. Maps

General

For permits, registrations, and amendments only, submit a topographic map, ownership map, county highway map, or a map prepared by a registered professional engineer or a registered surveyor which shows the facility and each of its intake and discharge structures and any other structure or location regarding the regulated facility and associated activities. Maps must be of material suitable for a permanent record, and shall be on sheets 8-1/2 inches by 14 inches or folded to that size, and shall be on a scale of not less than one inch equals one mile. The map shall depict the approximate boundaries of the tract of land owned or to be used by the applicant and shall extend at least one mile beyond the tract boundaries sufficient to show the following:

each well, spring, and surface water body or other water in the state within the map area;

the general character of the areas adjacent to the facility, including public roads, towns and the nature of development of adjacent lands such as residential, commercial, agricultural, recreational, undeveloped, etc;

the location of any waste disposal activities conducted on the tract not included in the application; and

the ownership of tracts of land adjacent to the facility and within a reasonable distance from the proposed point or points of discharge, deposit, injection, or other place of disposal or activity.

General location maps

For permits, registrations, and amendments only, submit at least one general location map at a scale of one-half inch equals one mile. This map shall be all or a portion of a county map prepared by Texas Department of Transportation (TxDOT). If TxDOT publishes more detailed maps of the proposed facility area, the more detailed maps shall also be included in Part I. Use the latest revision of all maps.

Land ownership map

Provide a map that locates the property owned by adjacent and potentially affected landowners. The maps should show all property ownership within 1/4 mile of the facility, on-site facility easement holders, and all mineral interest ownership under the facility.

Not applicable; modification not subject to public.

Landowners list

Provide the adjacent and potentially affected landowners' list, keyed to the land ownership map with each property owner's name and mailing address. The list shall include all property owners within 1/4 mile of the facility, easement holders, and all mineral interest ownership under the facility. Provide the property, easement holders', and mineral interest owners' names and mailing addresses derived from the real property appraisal records as listed on the date that the application is filed. Provide the list in electronic form, as well.

Not applicable; modification not subject to public notice.

D. Property owner information

For permits, registrations, amendments, and modifications that change the legal description, a change in owner, or a change in operator only, provide the following:

(1) the legal description of the facility;

- (A) the abstract number as maintained by the Texas General Land Office for the surveyed tract of land;
- (B) the legal description of the property and the county, book, and page number or other generally accepted identifying reference of the current ownership record;
- (C) for property that is platted, the county, book, and page number or other generally accepted identifying reference of the final plat record that includes the acreage encompassed in the application and a copy of the final plat, in addition to a written legal description;
- (D) a boundary metes and bounds description of the facility signed and sealed by a registered professional land surveyor;
- (E) on-site easements at the facility, and
- (F) drawings of the boundary metes and bounds description; and

(2) a property owner affidavit signed by the owner.

E. Legal authority

Provide verification of the legal status of the owner and operator, such as a one-page certificate of incorporation issued by the secretary of state. List all persons having over a 20% ownership in the proposed facility.

Indicate Ownership status of the facility:										
<input checked="" type="checkbox"/>	Private	<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Proprietorship	<input type="checkbox"/>	Non-Profit Organization	
<input type="checkbox"/>	Public	<input type="checkbox"/>	Federal	<input type="checkbox"/>	Military	<input type="checkbox"/>	State	<input type="checkbox"/>	Regional	
<input type="checkbox"/>	County	<input type="checkbox"/>	Municipal	<input type="checkbox"/>	Other (Specify)					

Does the operator own the facility units and the facility property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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If "No," for permits, registrations, amendments, and modifications that changes the legal description, a change in owner, or a change in operators submit a copy of the lease for the use of or the option to buy the facility units or facility property, as appropriate, and identify:

Owner Name:	Robertson Family 290 Property, LLC			
Street or P. O. Box:	3506 Bonnie St.			
(City) (County)(State)(Zip Code):	Austin	Travis	TX	78703
(Area Code) Telephone Number:				
(Area Code) FAX Number:				
Charter Number:	Not Applicable			

F. Evidence of competency

For permits, registrations, amendments, and modifications that change the legal description, a change in owner, or a change in operators submit a list of all Texas solid waste sites that the owner and operator have owned or operated within the last ten years.

Site Name	Site Type	Permit/Reg. No.	County	Dates of Operation

Submit a list of all solid waste sites in all states, territories, or countries in which the owner and operator have a direct financial interest.

Site Name	Location	Dates of Operation	Regulatory Agency (Name & Address)

A licensed solid waste facility supervisor, as defined in 30 TAC Chapter 30, Occupational Licenses and Registrations will be employed before commencing facility operation.

Provide the names of the principals and supervisors of the owner's and operator's organization, together with previous affiliations with other organizations engaged in solid waste activities.

Name	Previous Affiliation	Other Organization

For landfill permit applications only, evidence of competency to operate the facility shall also include landfilling and earthmoving experience if applicable, and other pertinent experience, or licenses as described in 30 TAC Chapter 30 possessed by key personnel. The number and size of each type of equipment to be dedicated to facility operation will be specified in greater detail on Part IV of the application within the site operating plan.

Landfilling/Earthmoving Equipment Types	Personnel Experience or Licenses

For mobile liquid waste processing units, submit a list of all solid waste, liquid waste, or mobile waste units that the owner and operator have owned or operated within the past five years. Submit a list of any final enforcement orders, court judgments, consent decrees, and criminal convictions of this state and the federal government within the last five years relating to compliance with applicable legal requirements relating to the handling of solid or liquid waste under the jurisdiction of the commission or the United States Environmental Protection Agency. Applicable legal requirement means an environmental law, regulation, permit, order, consent decree, or other requirement.

Solid waste, liquid waste, or mobile waste units owned or operated within past 5 years	Texas and federal final enforcement orders, court judgments, consent decrees, and criminal convictions

G. Appointments

Provide documentation that the person signing the application meets the requirements of 30 TAC §305.44, Signatories to Applications. If the authority has been delegated, provide a copy of the document issued by the governing body of the owner or operator authorizing the person that signed the application to act as agent for the owner or operator.

H. Application Fees

For a new permit, registration, amendment, modification, or temporary authorization, submit a \$150 application fee.

For authorization to construct an enclosed structure over an old, closed municipal solid waste landfill in accordance with 30 TAC 330 Subchapter T, submit a \$2,500 application fee.

If paying by check, send payment to:

Texas Commission on Environmental Quality
 Financial Administration Division, MC 214
 P. O. Box 13087
 Austin, Texas 78711-3087

Payment maybe made online using TCEQ e-pay at www.tceq.state.tx.us/e-services/	
E-pay confirmation number	

PROPERTY OWNER AFFIDAVIT

"I, _____,
(property owner)

acknowledge that the State of Texas may hold me either jointly or severally responsible for the operation, maintenance, and closure and post-closure care of the facility. For a facility where waste will remain after closure, I acknowledge that I have a responsibility to file with the county deed records an affidavit to the public advising that the land will be used for a solid waste facility prior to the time that the facility actually begins operating as a municipal solid waste landfill facility, and to file a final recording upon completion of disposal operations and closure of the landfill units in accordance with Title 30 Texas Administrative Code §330.19, Deed Recordation. I further acknowledge that I or the operator and the State of Texas shall have access to the property during the active life and post-closure care period, if required, after closure for the purpose of inspection and maintenance."

(Owner signature)

(Date)

Signature Page

I, _____, _____
(Operator) (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: _____ Date: _____

TO BE COMPLETED BY THE OPERATOR IF THE APPLICATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE FOR THE OPERATOR

I, _____, hereby designate _____
(Print or Type Operator Name) (Print or Type Representative Name)

as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

Printed or Typed Name of Operator or Principal Executive Officer

Signature

SUBSCRIBED AND SWORN to before me by the said _____

On this _____ day of _____, _____

My commission expires on the _____ day of _____, _____

Notary Public in and for

_____ County, Texas

(Note: Application Must Bear Signature & Seal of Notary Public)

ATTACHMENT 1

TOTALLY ENCLOSED STRUCTURES

AUSTIN COUNTRY, INC.

On the landfill, the following structures are considered to be totally enclosed and subject to the requirements of 30 TAC 330:

Structure	Function	Size	Equipment Utilized
Office Building	Main office for facility management, ticket sales, etc.	40' x 56.1'	Computers, copiers, filing drawers, and other misc. office equipment
Public Restrooms (2 locations)	Toilet facilities only	Each = 30' x 40'	NA
Storage Building	Storage of miscellaneous supplies, signs, boards, parts associated with the vendor booths	40.1' x 59.8'	Storage only; no equipment utilization; no heating or cooling.
Main Kitchen	Food preparation	40' x 50'	Electrical and manual food preparation equipment, i.e. food processors, stoves, microwaves, can openers, fans, etc.
Concession Buildings/Stand (6 locations)	Preparation and selling of beverages and food	No.1 Stand = 10.3' x 8.3' "B" Stand = 10' x 30' "H" Stand = 10.2' x 10.6' "J" Stand = 10.2' x 10.5' Stage Stand – 10.2 x 8.2 "X-Ray" = 12' x 9.5'	Electrical and mechanical dispensing and heating equipment
Barber Shop	Hair cutting	10.6' x 24'	Electric shears, heating and cooling.
Entrance Booths (4 Stations)	Parking Fee collection	4.7' x 7.3'	Electric heaters, electric fans, radios, communications

ATTACHMENT 2

FINAL COVER MAINTENANCE PLAN

MAY 2012

Prepared by SCS Engineers for Travis County, Texas

**TECHNICAL SPECIFICATIONS
FINAL COVER MAINTENANCE PLAN
U.S. HIGHWAY 290 LANDFILL
TRAVIS COUNTY, TEXAS
MAY 2012**

PROJECT DESCRIPTION

This project includes the maintenance of five locations on the cap of the U.S. Highway 290 landfill. The project site is the closed U.S. Highway 290 Landfill, a former disposal site for municipal solid waste. This project site includes an operating flea market and associated access and parking areas.

For purposes of these specifications, the OWNER is defined as Travis County, Texas. The CONTRACTOR shall be responsible for the work as described in this document and as indicated in the Final Cover Maintenance Plans, U.S. Highway 290 Landfill, dated May 2012 (construction drawings). CONTRACTOR shall be responsible for providing secure worksite storage, security for CONTRACTOR's parked equipment and materials (if deemed necessary by CONTRACTOR) and temporary services such as portable toilets, water and electrical power, if required. Payment for work will be made as indicated in the pay items listed below. Payment will be made based upon in-place quantities (or plan quantity if so indicated) and will be verified by a Registered Land Surveyor.

The CONTRACTOR shall take all necessary actions needed to meet the proposed schedule, taking into account weather as could be normally expected for the project location and season.

Access to the site shall be via the Flea Market entrance from U.S. 290 and the landfill perimeter gate located on the southeastern side of the landfill. The Contractor shall provide a double lock on the landfill gate to allow access. The CONTRACTOR may work from 7:00 am until dusk Monday through Friday, exclusively. Saturday and Sunday work will not be allowed. A CONTRACTOR laydown area is indicated on the Construction Drawings. Access to the construction area is shared with access to the flea market which operates on weekends. The CONTRACTOR shall cordon off areas under construction (Areas A, B, C and D) with traffic barriers, fencing or warning tape as appropriate. CONTRACTOR shall provide traffic control if necessary to avoid any conflicts between construction operations and flea market traffic. Ingress and egress from the flea market entrance shall be maintained at all times. If off-site clay is brought in to the construction area, such deliveries shall be limited to days when the flea market is closed to the general public.

PROJECT SCHEDULE

The CONTRACTOR shall initiate construction activities within 60 days of receipt of Notice to Proceed from Travis County. CONTRACTOR shall complete work within 90 days of initiating construction activities.

The CONTRACTOR shall provide a construction schedule with the BID.

DESCRIPTION OF PAY ITEMS

The specifications and bid items for this project are found in the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 (see TxDOT web site <http://www.dot.state.tx.us/business/specifications.htm>.) and as modified in this description of pay items and/or on the construction drawings. These TxDOT specifications are adopted for this project unless otherwise modified with this description of pay items or with the Construction Drawings. This includes the adoption of Items 1 through 9, General Requirements and Covenants.

Bid Item 1: Mobilization

Work for this task will be in accordance with TxDOT Item 500, Mobilization. This project will require a Payment Bond, Performance Bond, and Insurance. This item will be measured as lump sum as the work progresses. Payment for this item shall be made for "Mobilization" as described in Item 500, Section 500.3, Payment.

WEST CAP MAINTENANCE

Bid Item 2: Preparing Right of Way

Work for this task will be in accordance with TxDOT Item 100, Preparing Right of Way. For this project, the right of way will be that area indicated on the Construction Drawings as the Limits of West Cap Maintenance. There are two drainage chutes within the project work area. These chutes shall be protected and any damage during construction will be repaired at CONTRACTOR'S sole expense. Work will be conducted as described in Item 100, Sections 100.1 and 100.2. Top soil will be stockpiled on site at the location indicated on the Construction Drawings. This item will be measured by the acre. Payment for this item shall be made for "Preparing Right of Way" as described in Item 100, Section 100.4, Payment.

Bid Item 3: Excavation

Work for this task will be in accordance with TxDOT Item 110, Excavation. Work will be conducted as described in Item 110, Sections 110.1 and 110.2. This item does not include waste excavation. If waste is encountered, it will be handled and paid for as described in Bid Item 35, Waste Excavation. This item will be measured by the cubic yard. Payment for this item shall be made for "Excavation" as described in Item 110, Section 110.4, Payment.

Bid Item 4: Embankment

Work for this task will be in accordance with TxDOT Item 132, Embankment. Work will be conducted as described in Item 132, Section 132.1. Material will be Type C material as described on the Construction Drawings and in Item 132, Section 132.2. Embankment soil shall be clay rich soil, either CH, SC, or CL material. Embankment soil is available from the soil stockpile located to the northwest of the West Cap Maintenance area. The contractor is

responsible for all clearing and temporary sediment control costs associated with the embankment borrow source. The embankment borrow source will have temporary erosion, sedimentation, and environmental controls including diversion berms and temporary sediment control fencing adequate to control runoff and erosion from the borrow source. The embankment borrow source shall be graded smooth to drain and approved by the OWNER prior to completion of the project. There are existing drainage berms within the project area. Contractor to construct the drainage berms to their original configuration and location. Construction will be in accordance with the Construction Drawings and Item 132, Section 132.3. Embankment soil shall be placed in maximum 8 inch loose lifts and compacted. In case of a conflict in construction requirements, the Construction Drawings shall control. This item will be measured by the "Final" cubic yard as described in Item 132, Section 132.4(A). Payment for this item shall be made for "Embankment" as described in Item 132, Section 132.5, Payment.

Bid Item 5: Topsoil

Work for this task will be in accordance with TxDOT Item 160, Topsoil. Work will be conducted as described in Item 160, Section 160.1. Material will be topsoil as described in Item 160, Section 160.2. Construction will be in accordance with the Construction Drawings and Item 160, Section 160.3. A twelve (12) inch thickness of topsoil shall be applied as directed on the Construction drawings. This item will be measured by the square yard as described in Item 160, Section 160.4. Payment for this item shall be made for "Topsoil" as described in Item 160, Section 160.5, Payment.

Bid Item 6: Straw or Hay Mulch Seeding (Temp)

Work for this task will be in accordance with TxDOT Item 164, Seeding for Erosion Control. Work will be conducted as described in Item 164, Section 164.1. Material will be as described in Item 164, Section 164.2 for the appropriate growing season. Construction will be in accordance with the Construction Drawings and Item 164, Section 164.3 with Straw or Hay Mulch Seeding as described in Section 164.3(B). This item will be measured by the acre as described in Item 164, Section 164.4. Payment for this item shall be made for "Straw or Hay Mulch Seeding (temp)" as described in Item 164, Section 164.5, Payment.

Bid Item 7: Temporary Sediment Control Fence

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Material will be as described in Item 506, Section 506.2(J) for Temporary Sediment Control Fence. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Temporary Sediment Control Fence as described in Section 506.4(C)(9). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(I). Payment for this item shall be made for "Temporary Sediment Control Fence" as described in Item 506, Section 506.6, Payment and Section 506.6(I).

AREA "A" MAINTENANCE

Bid Item 8: Removing Stabilized Base and Asphalt Pavement

Work for this task will be in accordance with TxDOT Item 105, Removing Stabilized Base and Asphalt Pavement. For this project, the limits of stabilized base and asphalt pavement that will be removed are indicated on the Construction Drawings as the Limits of Area "A" Maintenance. Work will be conducted as described in Item 105, Sections 105.1 and 105.2. Stabilized base and asphalt pavement shall be removed to a depth of six (6) inches. Any additional stabilized base and asphalt pavement at depths greater than this will be considered Excavation and will be included in that bid item. This item will be measured by the square yard as described in Item 105, Section 105.3. Payment for this item shall be made for "Removing Stabilized Base and Asphalt" as described in Item 105, Section 105.4, Payment.

Bid Item 9: Excavation

Work for this task will be in accordance with TxDOT Item 110, Excavation. Work will be conducted as described in Item 110, Sections 110.1 and 110.2. This item does not include waste excavation. If waste is encountered, it will be handled and paid for as described in Bid Item 35, Waste Excavation. This item will be measured by the cubic yard. Payment for this item shall be made for "Excavation" as described in Item 110, Section 110.4, Payment.

Bid Item 10: Embankment

Work for this task will be in accordance with TxDOT Item 132, Embankment. Work will be conducted as described in Item 132, Section 132.1. Material will be Type C material as described on the Construction Drawings and in Item 132, Section 132.2. Embankment soil shall be clay rich soil, either CH, SC, or CL material. Embankment soil is available from the soil stockpile located to the northwest of the West Cap Maintenance area. The contractor is responsible for all clearing and temporary sediment control costs associated with the embankment borrow source. The embankment borrow source will have temporary erosion, sedimentation, and environmental controls including diversion berms and temporary sediment control fencing adequate to control runoff and erosion from the borrow source. The embankment borrow source shall be graded smooth to drain and approved by the OWNER prior to completion of the project. Construction will be in accordance with the Construction Drawings and Item 132, Section 132.3. Embankment soil shall be placed in maximum 8 inch loose lifts and compacted. This item will be measured by the "Final" cubic yard as described in Item 132, Section 132.4(A). Payment for this item shall be made for "Embankment" as described in Item 132, Section 132.5, Payment.

Bid Item 11: Flexible Base, 6" Type D

Work for this task will be in accordance with TxDOT Item 247, Flexible Base. Work will be conducted as described in Item 247, Section 247.1. Material will be Type D as described in Item 247, Section 247.2. Construction will be in accordance with the Construction Drawings and Item 247, Section 247.4. A six inch thickness of Type D flexible base shall be applied as

directed on the Construction Drawings. This item will be measured by the square yard (complete and in place) as described in Item 247, Section 247.5. Payment for this item shall be made for "Flexible Base, 6" Type D" as described in Item 247, Section 247.6, Payment.

Bid Item 12: Dense-Graded Hot-Mix Asphalt, 1 ½" Type D

Work for this task will be in accordance with TxDOT Item 340, Dense-Graded Hot-Mix Asphalt (Method). Work will be conducted as described in Item 340, Section 340.1. Material Type D dense-graded hot-mix asphalt will be as described in Item 340, Section 340.2. Construction will be in accordance with the Construction Drawings and Item 340, Section 340.4. This item will be measured by the ton of composite asphalt concrete mixture as described in Item 340, Section 340.5. Payment for this item shall be made for "Dense-Graded Hot-Mix Asphalt, 1 ½" Type D" as described in Item 340, Section 340.6, Payment.

Bid Item 13: Riprap

Work for this task will be in accordance with TxDOT Item 432, Riprap. Work will be conducted as described in Item 432, Section 432.1. Material will be 12" of common, dry, stone riprap as described in the Construction Drawings and Item 432, Section 432.2. The stone riprap will be placed over a filter fabric. Construction of the 12" common, dry, stone riprap with filter fabric will be in accordance with the Construction Drawings and Item 432, Section 432.4. This item will be measured by the cubic yard as described in Item 432, Section 432.5. Payment for this item shall be made for "Riprap" as described in Item 432, Section 432.6, Payment.

Bid Item 14: Temporary Sediment Control Fence

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Material will be as described in Item 506, Section 506.2(J) for Temporary Sediment Control Fence. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Temporary Sediment Control Fence as described in Section 506.4(C)(9). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(I). Payment for this item shall be made for "Temporary Sediment Control Fence" as described in Item 506, Section 506.6, Payment and Section 506.6(I).

AREA "B" MAINTENANCE

Bid Item 15: Removing Stabilized Base and Asphalt Pavement

Work for this task will be in accordance with TxDOT Item 105, Removing Stabilized Base and Asphalt Pavement. For this project, the limits of stabilized base and asphalt pavement that will be removed are indicated on the Construction Drawings as the Limits of Area "B" Maintenance. Work will be conducted as described in Item 105, Sections 105.1 and 105.2. Stabilized base and asphalt pavement shall be removed to a depth of six (6) inches. Any additional stabilized base and asphalt pavement at depths greater than this will be considered Excavation and will be included in that bid item. This item will be measured by the square yard as described in Item

105, Section 105.3. Payment for this item shall be made for “Removing Stabilized Base and Asphalt” as described in Item 105, Section 105.4, Payment.

Bid Item 16: Excavation

Work for this task will be in accordance with TxDOT Item 110, Excavation. Work will be conducted as described in Item 110, Sections 110.1 and 110.2. This item does not include waste excavation. If waste is encountered, it will be handled and paid for as described in Bid Item 35, Waste Excavation. This item will be measured by the cubic yard. Payment for this item shall be made for “Excavation” as described in Item 110, Section 110.4, Payment.

Bid Item 17: Embankment

Work for this task will be in accordance with TxDOT Item 132, Embankment. Work will be conducted as described in Item 132, Section 132.1. Material will be Type C material as described on the Construction Plans and in Item 132, Section 132.2. Embankment soil shall be clay rich soil, either CH, SC, or CL material. Embankment soil is available from the soil stockpile located to the northwest of the West Cap Maintenance area. The contractor is responsible for all clearing and temporary sediment control costs associated with the embankment borrow source. The embankment borrow source will have temporary erosion, sedimentation, and environmental controls including diversion berms and temporary sediment control fencing adequate to control runoff and erosion from the borrow source. The embankment borrow source shall be graded smooth to drain and approved by the OWNER prior to completion of the project. Construction will be in accordance with the Construction Drawings and Item 132, Section 132.3. Embankment soil shall be placed in maximum 8 inch loose lifts and compacted. In case of a conflict in construction requirements, the Construction drawings shall control. This item will be measured by the “Final” cubic yard as described in Item 132, Section 132.4(A). Payment for this item shall be made for “Embankment” as described in Item 132, Section 132.5, Payment.

Bid Item 18: Flexible Base, 6” Type D

Work for this task will be in accordance with TxDOT Item 247, Flexible Base. Work will be conducted as described in Item 247, Section 247.1. Material will be Type D as described in Item 247, Section 247.2. Construction will be in accordance with the Construction Drawings and Item 247, Section 247.4. A six inch thickness of Type D flexible base shall be applied as directed on the Construction drawings. This item will be measured by the square yard (complete and in place) as described in Item 247, Section 247.5. Payment for this item shall be made for “Flexible Base, 6” Type D” as described in Item 247, Section 247.6, Payment.

Bid Item 19: Dense-Graded Hot-Mix Asphalt, 1 ½” Type D

Work for this task will be in accordance with TxDOT Item 340, Dense-Graded Hot-Mix Asphalt (Method). Work will be conducted as described in Item 340, Section 340.1. Material Type D dense-graded hot-mix asphalt will be as described in Item 340, Section 340.2. Construction will be in accordance with the Construction Drawings and Item 340, Section 340.4. This item will be

measured by the ton of composite asphalt concrete mixture as described in Item 340, Section 340.5. Payment for this item shall be made for "Dense-Graded Hot-Mix Asphalt, 1 ½" Type D" as described in Item 340, Section 340.6, Payment.

Bid Item 20: Temporary Sediment Control Fence

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Material will be as described in Item 506, Section 506.2(J) for Temporary Sediment Control Fence. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Temporary Sediment Control Fence as described in Section 506.4(C)(9). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(I). Payment for this item shall be made for "Temporary Sediment Control Fence" as described in Item 506, Section 506.6, Payment and Section 506.6(I).

AREA "C" MAINTENANCE

Bid Item 21: Preparing Right of Way

Work for this task will be in accordance with TxDOT Item 100, Preparing Right of Way. For this project, the right of way will be that area indicated on the Construction Drawings as the Non-Paved Limits of Area "C" Maintenance. Work will be conducted as described in Item 100, Sections 100.1 and 100.2. Top soil will be stockpiled on site at the location indicated on the Construction Drawings. This item will be measured by the acre. Payment for this item shall be made for "Preparing Right of Way" as described in Item 100, Section 100.4, Payment.

Bid Item 22: Removing Stabilized Base and Asphalt Pavement

Work for this task will be in accordance with TxDOT Item 105, Removing Stabilized Base and Asphalt Pavement. For this project, the limits of stabilized base and asphalt pavement that will be removed are indicated on the Construction Drawings as the Paved Limits of Area "C" Maintenance. Work will be conducted as described in Item 105, Sections 105.1 and 105.2. Stabilized base and asphalt pavement shall be removed to a depth of six (6) inches. Any additional stabilized base and asphalt pavement at depths greater than this will be considered Excavation and will be included in that bid item. This item will be measured by the square yard as described in Item 105, Section 105.3. Payment for this item shall be made for "Removing Stabilized Base and Asphalt" as described in Item 105, Section 105.4, Payment.

Bid Item 23: Excavation

Work for this task will be in accordance with TxDOT Item 110, Excavation. Work will be conducted as described in Item 110, Sections 110.1 and 110.2. This item does not include waste excavation. If waste is encountered, it will be handled and paid for as described in Bid Item 35, Waste Excavation. This item will be measured by the cubic yard. Payment for this item shall be made for "Excavation" as described in Item 110, Section 110.4, Payment.

Bid Item 24: Block Sodding

Work for this task will be in accordance with TxDOT Item 162, Sodding for Erosion Control. For this project, the block sodding will be that area indicated on the Construction Drawings as the Non-Paved Limits of Area "C" Maintenance. Work will be conducted as described in Item 162, Section 162.1. Material will be as described in Item 162, Section 162.2. Construction will be in accordance with Item 162, Section 162.3. This item will be measured by the acre as described in Item 162, Section 162.4. Payment for this item shall be made for "Block Sodding" as described in Item 162, Section 162.5, Payment.

Bid Item 25: Vegetative Watering

Work for this task will be in accordance with TxDOT Item 168, Vegetative Watering. Work will be conducted as described in Item 168, Section 168.1. Material will be as described in Item 168, Section 168.2. The CONTRACTOR will water the block sodded areas (Non-Paved Limits of Area "C" Maintenance) with 1,000 gallons of clean water two times a week (once every 3 to 4 days) for four (4) weeks. A watering event will be skipped if more than ½" rainfall has fallen on the site since the prior watering event. Construction will be in accordance with Item 168, Section 168.3. This item will be measured by the 1,000 gallons as described in Item 168, Section 168.4. Payment for this item shall be made for "Vegetative Watering" as described in Item 168, Section 168.5, Payment.

Bid Item 26: Flexible Base, 6" Type D

Work for this task will be in accordance with TxDOT Item 247, Flexible Base. Work will be conducted as described in Item 247, Section 247.1. Material will be Type D as described in Item 247, Section 247.2. Construction will be in accordance with the Construction Drawings and Item 247, Section 247.4. A six inch thickness of Type D flexible base shall be applied as directed on the Construction Drawings. This item will be measured by the square yard (complete and in place) as described in Item 247, Section 247.5. Payment for this item shall be made for "Flexible Base, 6" Type D" as described in Item 247, Section 247.6, Payment.

Bid Item 27: Dense-Graded Hot-Mix Asphalt, 1 ½" Type D

Work for this task will be in accordance with TxDOT Item 340, Dense-Graded Hot-Mix Asphalt (Method). Work will be conducted as described in Item 340, Section 340.1. Material Type D dense-graded hot-mix asphalt will be as described in Item 340, Section 340.2. Construction will be in accordance with the Construction Drawings and Item 340, Section 340.4. This item will be measured by the ton of composite asphalt concrete mixture as described in Item 340, Section 340.5. Payment for this item shall be made for "Dense-Graded Hot-Mix Asphalt, 1 ½" Type D" as described in Item 340, Section 340.6, Payment.

Bid Item 28: Rock Filter Dam, Type 1 (Install)

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506,

Section 506.1. Material will be as described in Item 506, Section 506.2(A) for Rock Filter Dam. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Rock Filter Dam, Type 1 as described in Section 506.4(C)(1)(a). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(A) for Rock Filter Dam, Type 1 (Install). Payment for this item shall be made for "Rock Filter Dam, Type 1 (Install)" as described in Item 506, Section 506.6, Payment and Section 506.6(A).

Bid Item 29: Rock Filter Dam, Type 1 (Remove)

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Rock Filter Dam, Type 1 as described in Section 506.4(C). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(A) for Rock Filter Dam, Type 1 (Remove). Payment for this item shall be made for "Rock Filter Dam, Type 1 (Remove)" as described in Item 506, Section 506.6, Payment and Section 506.6(A).

Bid Item 30: Temporary Sediment Control Fence

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Material will be as described in Item 506, Section 506.2(J) for Temporary Sediment Control Fence. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Temporary Sediment Control Fence as described in Section 506.4(C)(9). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(I). Payment for this item shall be made for "Temporary Sediment Control Fence" as described in Item 506, Section 506.6, Payment and Section 506.6(I).

AREA "D" MAINTENANCE

Bid Item 31: Preparing Right of Way

Work for this task will be in accordance with TxDOT Item 100, Preparing Right of Way. For this project, the right of way will be that area indicated on the Construction Drawings as the Limits of Area "D" Regrading Area, Limits of Area "D" Non-Regrading Area, and limits of existing structure to be demolished and removed. Approximately 150 linear feet of existing flea market structure will be demolished and removed from the site. The structure will be saw cut at the closest structural support. Any electrical or plumbing (water and/or wastewater) utilities in the area to be demolished will be disconnected by a licensed electrician and/or plumber before demolition work commences. Work will be conducted as described in Item 100, Sections 100.1 and 100.2. Top soil will be stockpiled on site within the limits of the Area "D" Non-Regrading Area. This item will be measured by the acre. Payment for this item shall be made for "Preparing Right of Way" as described in Item 100, Section 100.4, Payment.

Bid Item 32: Removing Concrete

Work for this task will be in accordance with TxDOT Item 104, Removing Concrete. For this project, the limits of concrete that will be removed are indicated on the Construction Drawings. Work will be conducted as described in Item 104, Sections 104.1 and 104.2. This item will be measured by the square yard as described in Item 104, Section 104.3. Payment for this item shall be made for "Removing Concrete" as described in Item 104, Section 104.4, Payment.

Bid Item 33: Removing Stabilized Base and Asphalt Pavement

Work for this task will be in accordance with TxDOT Item 105, Removing Stabilized Base and Asphalt Pavement. For this project, the limits of stabilized base and asphalt pavement that will be removed are indicated on the Construction Drawings as the Limits of Pavement to be Removed. Work will be conducted as described in Item 105, Sections 105.1 and 105.2. Stabilized base and asphalt pavement shall be removed to a depth of six (6) inches. Any additional stabilized base and asphalt pavement at depths greater than this will be considered Excavation and will be included in that bid item. This item will be measured by the square yard as described in Item 105, Section 105.3. Payment for this item shall be made for "Removing Stabilized Base and Asphalt" as described in Item 105, Section 105.4, Payment.

Bid Item 34: Excavation

Work for this task will be in accordance with TxDOT Item 110, Excavation. Work will be conducted as described in Item 110, Sections 110.1 and 110.2. This item does not include waste excavation. If waste is encountered, it will be handled and paid for as described in Bid Item 35, Waste Excavation. This item will be measured by the cubic yard. Payment for this item shall be made for "Excavation" as described in Item 110, Section 110.4, Payment.

Bid Item 35: Waste Excavation

Work for this task will be in accordance with TxDOT Item 158, Specialized Excavation Work. Work will be conducted as described in Item 158, Sections 158.1, 158.2, and 158.3. Waste will be removed from the site and disposed of at a TCEQ permitted solid waste disposal facility at the sole cost of the contractor. Excavated waste shall be removed from the site at the end of each working day. Exposed waste shall be covered with 6 inches of clean soil at the end of each day. This item will be measured by the cubic yard as described in Section 158.4.A, Measurement, Original. Payment for this item shall be made for "Waste Excavation" as described in Item 158, Section 158.5, Payment.

Bid Item 36: Embankment

Work for this task will be in accordance with TxDOT Item 132, Embankment. Work will be conducted as described in Item 132, Section 132.1. Material will be Type C material as described on the Construction Drawings and in Item 132, Section 132.2. Embankment soil shall be clay rich soil, either CH, SC, or CL material. Embankment soil is available from the soil stockpile located to the northwest of the West Cap Maintenance area. The contractor is

responsible for all clearing and temporary sediment control costs associated with the embankment borrow source. The embankment borrow source will have temporary erosion, sedimentation, and environmental controls including diversion berms and temporary sediment control fencing adequate to control runoff and erosion from the borrow source. The embankment borrow source shall be graded smooth to drain and approved by the OWNER prior to completion of the project. Construction will be in accordance with the Construction Drawings and Item 132, Section 132.3. Embankment soil shall be placed in maximum 8 inch loose lifts and compacted. This item will be measured by the "Final" cubic yard as described in Item 132, Section 132.4(A). Payment for this item shall be made for "Embankment" as described in Item 132, Section 132.5, Payment.

Bid Item 37: Topsoil

Work for this task will be in accordance with TxDOT Item 160, Topsoil. Work will be conducted as described in Item 160, Section 160.1. Material will be topsoil as described in Item 160, Section 160.2. Construction will be in accordance with the Construction Drawings and Item 160, Section 160.3. A twelve (12) inch thickness of topsoil shall be applied as directed on the Construction Drawings. This item will be measured by the square yard as described in Item 160, Section 160.4. Payment for this item shall be made for "Topsoil" as described in Item 160, Section 160.5, Payment.

Bid Item 38: Straw or Hay Mulch Seeding (Temp)

Work for this task will be in accordance with TxDOT Item 164, Seeding for Erosion Control. Work will be conducted as described in Item 164, Section 164.1. Material will be as described in Item 164, Section 164.2 for the appropriate growing season. Construction will be in accordance with the Construction Drawings and Item 164, Section 164.3 with Straw or Hay Mulch Seeding as described in Section 164.3(B). This item will be measured by the acre as described in Item 164, Section 164.4. Payment for this item shall be made for "Straw or Hay Mulch Seeding (temp)" as described in Item 164, Section 164.5, Payment.

Bid Item 39: Soil Retention Blanket

Work for this task will be in accordance with TxDOT Item 169, Soil Retention Blanket. Work will be conducted as described in Item 169, Section 169.1. Material will be Class 1, Slope Protection, Type A Soil Retention Blanket as described in Item 169, Section 169.2. Construction will be in accordance with Item 169, Section 169.3. This item will be measured by the square yard as described in Item 169, Section 169.4. Payment for this item shall be made for "Soil Retention Blanket" as described in Item 169, Section 169.5, Payment.

Bid Item 40: Rock Filter Dam, Type 1 (Install)

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Material will be as described in Item 506, Section 506.2(A) for Rock Filter Dam. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4

with Rock Filter Dam, Type 1 as described in Section 506.4(C)(1)(a). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(A) for Rock Filter Dam, Type 1 (Install). Payment for this item shall be made for "Rock Filter Dam, Type 1 (Install)" as described in Item 506, Section 506.6, Payment and Section 506.6(A).

Bid Item 41: Rock Filter Dam, Type 1 (Remove)

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Rock Filter Dam, Type 1 as described in Section 506.4(C). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(A) for Rock Filter Dam, Type 1 (Remove). Payment for this item shall be made for "Rock Filter Dam, Type 1 (Remove)" as described in Item 506, Section 506.6, Payment and Section 506.6(A).

Bid Item 42: Temporary Sediment Control Fence

Work for this task will be in accordance with TxDOT Item 506, Temporary Erosion, Sedimentation, and Environmental Controls. Work will be conducted as described in Item 506, Section 506.1. Material will be as described in Item 506, Section 506.2(J) for Temporary Sediment Control Fence. Construction will be in accordance with the Construction Drawings and Item 506, Section 506.4 with Temporary Sediment Control Fence as described in Section 506.4(C)(9). This item will be measured by the linear foot (foot) as described in Item 506, Section 506.5(I). Payment for this item shall be made for "Temporary Sediment Control Fence" as described in Item 506, Section 506.6, Payment and Section 506.6(I).

Bid Item 43: Chain Link Fence

Work for this task will be in accordance with TxDOT Item 550, Chain Link Fence. Work will be conducted as described in Item 550, Section 550.1. The Chain Link Fence will be 6 feet tall. Material will be as described in Item 550, Section 550.2. Construction will be in accordance with the Construction Drawings and Item 550, Section 550.4. This item will be measured by the linear foot (foot) as described in Item 550, Section 550.4. Payment for this item shall be made for "Chain Link Fence" as described in Item 550, Section 550.5.

Bid Item 44: Vehicle Gate

Work for this task will be in accordance with TxDOT Item 550, Chain Link Fence. Work will be conducted as described in Item 550, Section 550.1. Each Vehicle Gate will be 20 feet wide and 6 feet tall and consist of two 10 foot wide sections. Material will be as described in Item 550, Section 550.2. Construction will be in accordance with the Construction Drawings and Item 550, Section 550.4. This item will be measured by each as described in Item 550, Section 550.4. Payment for this item shall be made for "Vehicle Gate" as described in Item 550, Section 550.5.

Bid Item 45: Pedestrian Gate

Work for this task will be in accordance with TxDOT Item 550, Chain Link Fence. Work will be conducted as described in Item 550, Section 550.1. Each Pedestrian Gate will be 4 feet wide and 6 feet tall. Material will be as described in Item 550, Section 550.2. Construction will be in accordance with the Construction Drawings and Item 550, Section 550.4. This item will be measured by each as described in Item 550, Section 550.4. Payment for this item shall be made for "Pedestrian Gate" as described in Item 550, Section 550.5.

Bid Item 46: Removing Concrete Pilings

Work for this task will be in accordance with TxDOT Item 104, Removing Concrete. For this project, the limits of concrete pilings that will be removed are indicated on the Construction Drawings. Concrete pilings are approximately 2 feet by 2 feet by 3 feet deep. Actual dimensions may vary. Concrete pilings will be backfilled with a minimum of 18 inches of compacted clay rich soil, either CH, SC, or CL material and 12 inches of topsoil. The 18 inches of compacted clay rich soil may be replaced with 18 inches of bentonite powder or pellets. Work will be conducted as described in Item 104, Sections 104.1 and 104.2. This item will be measured by each as described in Item 104, Section 104.3. Payment for this item shall be made for "Removing Concrete Pilings" as described in Item 104, Section 104.4, Payment.

END OF TECHNICAL SPECIFICATION SECTION

PROJECT NAME, IFB NUMBER

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDoT web site: <http://www.dot.state.tx.us/business/specifications.htm>.

DESC. CODE is the TXDoT Specification Description Code and can be found in TXDoT web site: <http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/usfe/2004/usfe0101.htm>.

S.P. = Special Provision to the Standard Specification.

S.S. = Special Specification.

BASE BID

Bid Item	Spec. No. or Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1	500			Mobilization	LS	1		\$0.00
WEST CAP MAINTENANCE								
2	100			Preparing Right of Way	AC	11.8		\$0.00
3	110			Excavation	CY	38,094		\$0.00
4	132			Embankment	CY	19,047		\$0.00
5	160			Topsoil	SY	57,140		\$0.00
6	164			Straw or Hay Mulch Seeding (Temp)	AC	11.8		\$0.00
7	506			Temporary Sediment Control Fence	LF	2,580		\$0.00
AREA "A" MAINTENANCE								
8	105			Removing Stabilized Base and Asphalt Pavement	SY	3,815		\$0.00
9	110			Excavation	CY	435		\$0.00
10	132			Embankment	CY	37		\$0.00
11	247			Flexible Base, 6" Type D	SY	3,815		\$0.00
12	340			Dense-Graded Hot-Mix Asphalt, 1½" Type D	TON	315		\$0.00
13	432			Riprap	CY	30		\$0.00
14	506			Temporary Sediment Control Fence	LF	80		\$0.00
AREA "B" MAINTENANCE								
15	105			Removing Stabilized Base and Asphalt Pavement	SY	2,110		\$0.00
16	110			Excavation	CY	32		\$0.00

17	132			Embankment	CY	140		\$0.00
18	247			Flexible Base, 6" Type D	SY	2,110		\$0.00
19	340			Dense-Graded Hot- Mix Asphalt, 1½" Type D	TON	175		\$0.00
20	506			Temporary Sediment Control Fence	LF	250		\$0.00
AREA "C" MAINTENANCE								
21	100			Preparing Right of Way	AC	0.02		\$0.00
22	105			Removing Stabilized Base and Asphalt Pavement	SY	285		\$0.00
23	110			Excavation	CY	100		\$0.00
24	162			Block Sodding	SY	98		\$0.00
25	168			Vegetative Watering	KG	8		\$0.00
26	247			Flexible Base, 6" Type D	SY	285		\$0.00
27	340			Dense-Graded Hot- Mix Asphalt, 1½" Type D	TON	23		\$0.00
28	506			Rock Filter Dam, Type 1 (Install)	LF	20		\$0.00
29	506			Rock Filter Dam, Type 1 (Remove)	LF	20		\$0.00
30	506			Temporary Sediment Control Fence	LF	88		\$0.00
AREA "D" MAINTENANCE								
31	100			Preparing Right of Way	AC	2.8		\$0.00
32	104			Removing Concrete	SY	955		\$0.00
33	105			Removing Stabilized Base and Asphalt Pavement	SY	5,500		\$0.00
34	110			Excavation	CY	5,733		\$0.00
35	158			Waste Excavation	CY	2,483		\$0.00
36	132			Embankment	CY	3,820		\$0.00
37	160			Topsoil	SY	12,870		\$0.00
38	164			Straw or Hay Mulch Seeding (Temp)	AC	2.66		\$0.00
39	169			Soil Retention Blankets	SY	290		\$0.00
40	506			Rock Filter Dam, Type 1 (Install)	LF	65		\$0.00

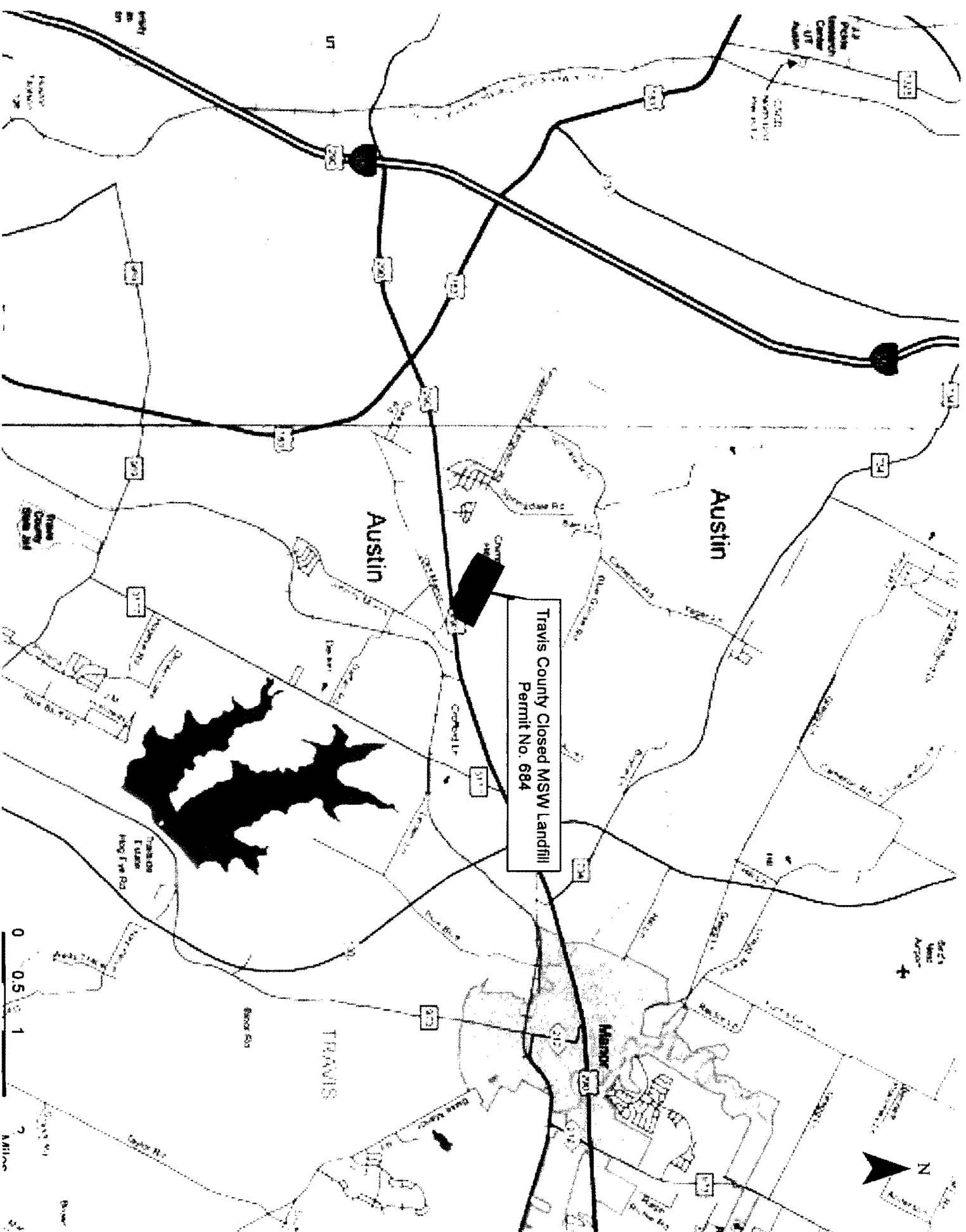
41	506			Rock Filter Dam, Type 1 (Remove)	LF	65		\$0.00
42	506			Temporary Sediment Control Fence	LF	580		\$0.00
43	550			Chain Link Fence	LF	1,965		\$0.00
44	550			Vehicle Gate	EA	2		\$0.00
45	550			Pedestrian Gate	EA	2		\$0.00
46	104			Removing Concrete Pilings	EA	80		\$0.00
Base Bid Total								\$0.00

Note: The Travis County Commissioner's Court Reserves the right to reject any and all bids at their sole discretion.

Please note the following listed abbreviations used for proposed units:

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Stations, AC = Acre, EA = Each, SY = Square Yards, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Feet, TON = Ton, MO = Month, EA/DAY = per Each per DAY

ATTACHMENT 3
GENERAL LOCATION MAP
TRAVIS COUNTY LANDFILL
MSW PERMIT NO. 684



Travis County Closed MSW Landfill
Permit No. 684

0 0.5 1
Miles

N
North Arrow