

**AGENDA ITEM 26**

Consider approving proposal from ECS Engineering Consulting for construction materials testing services for Justice of the Peace #4 building.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve proposal from ECS Engineering Consulting for construction materials testing services for Justice of the Peace #4 building.

Vote: 5 - 0

<Attachment>



**ENGINEERING CONSULTING SERVICES, LTD.**  
Geotechnical • Construction Materials • Environmental

August 21, 2003

Mr. Frankie Limmer  
Williamson County Commissioners Court  
701 Main Street  
Suite 201  
Georgetown, Texas 78762

ECS Proposal No. 17-856

Reference: Proposal for Construction Materials Testing Services  
Justice of the Peace, Precinct 4  
Vance and Sixth Street, Taylor, Texas

Dear Mr. Limmer:

Thank you for choosing ECS Ltd. We understand we have been pre-qualified to present this proposal to you.

As requested, Engineering Consulting Services, Ltd. is pleased to present the following unit price and estimated cost proposal for providing materials observation and testing services during construction of the Justice of the Peace, Precinct 4 Building.

**PROJECT OVERVIEW AND SCOPE OF SERVICE**

We understand that the project consists of a 4800 square foot slab on compacted select fill building with a wood frame and masonry veneer.

The scope of services for this project is outlined in Appendix I of this proposal. In addition to the standard services outlined in Appendix I, we also have the in-house capability to provide extraordinary services should the situation call for such efforts. Examples include acquisition and testing of concrete core samples, determination of slab levelness (F Values), location of reinforcing steel in hardened concrete, structural load tests, and monitoring of earth retention system performance.

**UNIT RATE SCHEDULE**

All services provided for this project will be billed in accordance with the unit rate schedule provided as Appendix II of this proposal. It is our belief that all required services have been included in our unit price list and accounted for in our estimated cost. Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the fee

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schedule in effect at that time, unless otherwise agreed upon in advance. All unit prices listed herein shall remain as stated throughout the project.

The services will be rendered portal-to-portal from our office in North Austin, Texas. Our unit rates are based on an 8-hour workday, Monday through Friday. Overtime in excess of 8 hours per day, or outside normal business hours of 7 a.m. to 5 p.m. or on weekends and holidays will be invoiced at a rate of 1.5 times the normal hourly rate.

Scheduling should occur prior to 4:00 p.m. on the day before services are required. Same day scheduling for technician services will be charged at a multiplier of 1.5 times the hourly unit rate.

ECS reserves the right to charge a 3 hour minimum on all technician service calls.

### **TOTAL ESTIMATED COST**

This total estimated cost proposal is the product of careful consideration of all information available to us during preparation of this proposal. We had the opportunity to review the project drawings, specifications, and soils report. Any and all deviations from the proposed construction schedule are not included in our estimated cost and will be considered as an addition to our proposed scope of service. Additional site visits for the specific task of retesting failed tests are also not included in the estimated cost. The total estimated cost for this project is outlined in Appendix III.

### **REPORTING, BILLING, AND CONTRACT CONDITIONS**

You will be issued daily field reports and laboratory test reports as part of our service. Because our reporting systems are fully computerized, we are generally able to submit laboratory results within 48 hours of testing, and our field reports are routinely sent within four to five days of the performance date. In addition to these final typed copies, it is our standard practice to leave a handwritten copy of the field reports at the site that day. If deficiencies in procedures or materials are recognized in the field, the general contractor will be verbally notified as soon as possible so that the problem may be resolved prior to the performance of additional work. Deficient laboratory results are reported by facsimile to the client, structural engineer, and general contractor by the Project Engineer. Copies of reports will be forwarded to each party designated by the client, at no extra charge, as part of our service. Upon request, ECS will provide a separate invoice for services provided outside the scope of services for the estimated cost.

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units, unless modified by request of the client. They are normally processed on or around the 10<sup>th</sup> of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve

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as a means of monitoring job expenses as they relate to job progress. We request that payment be rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

#### SUMMARY AND ACCEPTANCE

Attached to this letter, and an integral part of our proposal, are our "General Conditions of Service" (Appendix V). These conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed Individual Project Order prior to the release of any work product. This letter is the agreement for our services. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,

Engineering Consulting Services, Ltd.

Johnny Flores, P.E.  
Vice President / Principal Engineer

Agustin Rojas  
Graduate Engineer

**Attachments:** Appendix I - Scope of Services  
Appendix II - Project Unit Rates  
Appendix III - Estimated Costs  
Appendix IV - Proposal Acceptance

#### **RECORDERS MEMORANDUM**

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

## APPENDIX I - SCOPE OF SERVICES

### **A. Earthwork/Foundations:**

1. Perform appropriate laboratory testing on materials proposed for use as fill, backfill, and paving subgrade in accordance with project specifications. Testing may include:
  - a. Grain Size Distribution, ASTM D-422
  - b. Liquid and Plastic (Atterberg) Limits, D-4318
  - c. Proctor Moisture Density Relationships ASTM D-698, ASTM D-1557
  - d. Additional testing as specified.
2. Periodically observe excavation operations to document removal of unsuitable materials including trash, debris, or, problem clays.
3. Observe conditions of bottom of excavations prior to foundation preparation, including proofrolling and other testing of subgrades; note seepage of water, and suggest and observe corrective measures at problem areas.
4. Observe placement of fill and backfill (including backfill in utility trenches and against foundation walls) to test compliance with project requirements. Perform in-place density tests as required by project specifications, and test each lift for compaction.
5. Where deficiencies are noted during fill or backfill placement, suggest and observe remedial actions, including reworking and recompacting of materials.
6. Document the dimensions of foundation elements and report compliance with design specifications and approved drawings.
7. Document the bearing conditions of soils at foundation element subgrades.
8. Provide representation at progress meetings as required by the project team.
9. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

### **B. Cast-in-Place Concrete:**

1. Test and report concrete for compliance with the provisions of ACI 318, 301, 214, 304, 305 and 306, local building codes, generally accepted construction practices, and specific project requirements.
2. Observe placement of reinforcing steel and document proper size, grade, spacing cover, cleanliness, length, location and type of splices, and report compliance with project plans and specifications.

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3. Confirm that the contractor has provided proper storage and curing facilities for the first 24 hours after casting of cylinders.
4. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
  - a. Slump
  - b. Air Content
  - c. Temperature
  - d. Batch-to-placement time
  - e. Cast test cylinders

Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.

5. Cure and test concrete cylinders in the laboratory as directed by the project specifications and in accordance with ASTM C-31 and C-39.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

**C. Paving:**

1. Observe proofrolling and perform in-place density testing of subgrades, and suggest and observe corrective action at excessively soft areas prior to placement of subbase course.
2. Observe placement of subbase course and perform appropriate in-place soil density tests as directed by specifications.
3. Sample paving material for laboratory testing.
4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

## APPENDIX II - PROJECT UNIT RATES

### FIELD SERVICES

	<u>UNIT RATE</u>
1. Engineering Technician	\$ 34.00/hour
2. Senior Engineering Technician, (NICET Level II)	\$ 44.00/hour
3. Certified Visual Steel Technician (AWS, CWI)	\$ 50.00/hour

### ENGINEERING/ADMINISTRATIVE SERVICES

1. Project Engineer/Manager	\$ 75.00/hour
2. Principal Engineer	\$ 125.00/hour
3. Secretary	\$ 34.00/hour

### LABORATORY SERVICES

1. Compressive strength testing of concrete cylinders	\$ 10.00/each
2. Compressive strength testing of 3x3x6 inch grout prisms	\$ 15.00/each
3. Compressive strength testing of 2x2 mortar cubes	\$ 10.00/each
4. Soil Proctor Moisture Density Relationships ASTM D-698, ASTM D-1557	\$ 175.00/each
5. Atterberg Limits Tests	\$ 55.00/each
6. Grain Size Analyses with wash 200	\$ 55.00/each
7. CBR Tests	\$ 200.00/each
8. Density Tests on Fireproofing Materials	\$ 35.00/each
9. Vehicle Trip Charge	\$ 10.00/each
10. Asphalt Extraction Gradation	\$ 190.00/each
11. Molding or Asphalt specimens (set of 3)	\$ 100.00/set
12. Density of Asphalt specimens (set of 3)	\$ 100.00/set
13. HVEEM stability of asphalt specimens	\$ 100.00/set
14. Maximum theoretical specific gravity of asphaltic concrete	\$ 50.00/each
15. Density and thickness of asphaltic concrete cores	\$ 35.00/each

The services described above would be rendered portal-to-portal from our office in North Austin, Texas. Our unit rates are based on a normal 8 hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 5:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.

Scheduling should occur prior to 4:00 p.m. on the day before services are required. Same day scheduling for technician services will be charged at a multiplier of 1.5 times the hourly unit rate.

ECS reserves the right to charge a 3 hour minimum on all technician service calls.

A 50 pound sample of each proposed fill material must be received in our laboratory (5) calendar days prior to use in order to perform the necessary laboratory testing. Samples requiring result turnaround of less than 5 days will be billed at a priority rate of 1.5 times the test unit rate.

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 ECS Proposal No. 17-856  
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### APPENDIX III – ESTIMATED COSTS

Description	Quantity	Unit rate	Unit	Amount	Subtotals
<b>EARTHWORK</b> (proofrolling and in place soil density testing for Building)					
Engineering Technician	32	\$34	man-hr	\$1,088	
Trips	4	\$10	each	\$40	
Gauge Equipment	4	\$35	day	\$140	
					\$1,268
<b>CONCRETE</b> (for Building; also includes reinforcing steel observations)					
Engineering Technician	12	\$34	man-hr	\$408	
Trips	3	\$10	each	\$30	
					\$438
<b>PAVEMENT</b> (proofrolling and pavement subgrade testing)					
Engineering Technician	6	\$34	man-hr	\$204	
Trips	3	\$10	each	\$30	
Asphalt Coring	4	\$34	man-hr	\$136	
Coring Rig Charge-per day	1	\$100	day	\$100	
Gauge Equipment	2	\$35	day	\$70	
					\$540
<b>LABORATORY TESTING</b>					
Moisture-Density Relationship of Soil	2	\$175	each	\$350	
Atterberg Limits testing	2	\$55	each	\$110	
Soil Gradation	2	\$55	each	\$110	
Compressive Strength Testing (Concrete Cylinders)	8	\$10	each	\$80	
Density of Asphalt Cores	3	\$35	each	\$105	
Maximum Theoretical Specific Gravity	1	\$50	each	\$50	
Extraction Gradation Test Pavement Area	1	\$190	each	\$190	
					\$995
<b>Engineering Management</b>					
Principal Engineer	1	\$125	man-hr	\$125	
Project Engineer, Project Manager	4	\$75	man-hr	\$300	
Technical Typist/Secretary	4	\$34	man-hr	\$136	
					\$561
				<b>TOTAL</b>	<b>\$3,802</b>

Our laboratory is accredited by AASHTO and validated by the Corps of Engineers.

**APPENDIX IV - PROPOSAL ACCEPTANCE**

**Engineering Consulting Services, Ltd.**

Proposal No.: 17-856  
Scope of Work: Construction Engineering Services  
Location: Justice of the Peace, Precinct 4  
Vance and Sixth Street, Taylor, Texas

*Williamson County*

Client Signature:

*John C. Dwyer*

Date:

*9-2-03*

Please complete and return this page to ECS, Ltd. To indicate acceptance of this proposal and to initiate work on the above-referenced project.

**BILLING INFORMATION**

(Please Print or Type)

Name of Client:

Name of Contact Person:

Telephone No. Of Contact Person:

Party Responsible for Payment:

Company Name:

Person/Title

Department:

Billing Address:

Telephone Number:

Fax Number:

Client Project/Account Number

Special Conditions for Invoice

Submittal and Approval



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## **APPENDIX V - ECS GENERAL CONDITIONS**

### **ENGINEERING CONSULTING SERVICES, LTD.**

#### **GENERAL CONDITIONS OF SERVICE**

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services to be provided in the Proposal, are incorporated by reference into the foregoing Proposal and shall be part of the Agreement under which services are to be performed by ECS for Client. For the purposes of these General Conditions, "Agreement" shall mean the Proposal, these General Conditions, Supplemental Conditions (if any) and Fee Schedule.

#### **SECTION 1: SCOPE OF WORK**

- a. The scope of work shall include all services provided by ECS, in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of ECS's obligations under the Agreement, including these General Conditions and any supplemental conditions incorporated herein; it being expressly provided that all such services provided shall be invoiced and paid for in accordance with Section 3 below.
- b. It is understood that the scope of work and time schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of work may change, even as the work is in progress. If the Client requests additional services or when a change in the scope of work or time schedule is necessary, a written amendment to the Agreement shall be executed by the Client and ECS as soon as is practicable and consent to such amendments shall not be unreasonably withheld.

#### **SECTION 2: CLIENT DISCLOSURES**

- a. The Client shall notify ECS of any known or suspected hazardous substances, which are or may be related to the services to be provided. Such hazardous substances shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste or sample and whether it exists in a solid, liquid, semi-solid or gaseous form. This duty to notify ECS of any such hazardous substances shall also apply to any of the foregoing substances which ECS may be provided or obtain or which exist or may exist on or near any premises upon which services are to be performed by employees, agents or contractors of ECS. The Client shall notify ECS of all such hazardous substances of which it has knowledge or which it reasonably suspects exist upon entering into this Agreement. Thereafter, disclosure and notification to ECS shall be required immediately upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes them hazardous.
- b. Following any disclosure as set forth in the preceding paragraph, or if any hazardous substances are discovered or reasonably suspected by ECS after its services are undertaken, ECS may, at its discretion, discontinue its services. Whether or not ECS discontinues its services in whole or in part, the Client and ECS agree that the scope of services, schedule and the estimated fee or budget shall be adjusted in accordance with the disclosed information or condition, and ECS may, at its discretion, terminate the Agreement. In the event that the Agreement is terminated pursuant to this Section, the Client shall pay ECS for services and all termination expenses as set forth in Section 11 of this Agreement.
- c. If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where dust, fumes, gas, noise, vibrations or other particulate or non-particulate matter is in the atmosphere

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ECS Proposal No. 17-856  
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where it raises a potential health hazard or nuisance to those working in the area of such conditions, Client shall notify ECS of such condition, potential health hazard or nuisance and thereafter ECS shall take all necessary and reasonable measures to protect its employees against such possible health hazards or nuisances. The reasonable direct cost of such measures shall be born by the Client.

### SECTION 3: BILLINGS AND PAYMENTS

- a. Unless otherwise specifically provided in the Proposal or Agreement, billings will be based on actual units used at the standard rates shown on the attached fee schedules, travel cost and other expenses. Such billings shall not be limited by the estimates of total, incremental or phase project costs provided for information purposes in the Proposal. Client recognizes that time is of the essence with respect of payment of ECS's invoices, and that timely payment is a material part of the consideration of this Agreement. Client shall pay ECS for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by ECS from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the full amount of such invoice and Client shall notify ECS within fourteen (14) calendar days of the invoice date of the cause of disagreement and the portion of the invoice in dispute. Thereafter, ECS and the Client shall make good faith effort to resolve such dispute.
- b. Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.
- c. Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on ECS's part to finance Client's operation, and no such willingness should be inferred. If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ECS may at any time, without waiving any other claim against Client and without thereby incurring any liability to Client, suspend or terminate this Agreement. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.
- d. The Client's obligation to pay for the services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which ECS is not involved, or upon Client's successful completion of the project. No deduction shall be made from any invoice on account of penalty, liquidated damages or other sums withheld from payments to ECS. It is agreed that all expenses incurred by ECS in enforcing the Agreement or in obtaining liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees shall be recoverable from the Client.
- e. The fees quoted in this contract shall remain valid for a period of twelve (12) months from the date of contract. Thereafter, they shall be adjusted in accordance with the Average Consumer Price Index (CPI) for the last twelve (12) months.

#### SECTION 4: RIGHT OF ENTRY

- a. Client hereby grants ECS and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for ECS to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against ECS and its subcontractors or agents, and agrees to defend, indemnify and hold ECS harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate ECS for any time spent or expenses incurred by ECS in defense of any such claim with compensation to be based upon ECS's prevailing fee schedule and expense reimbursement policy.
- b. ECS shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS's attention in writing and correctly shown on the diagram(s) furnished by Client to ECS.

#### SECTION 5: SAMPLES

- a. Soil, rock, water and/or other samples obtained from the Project site are the property of Client. ECS shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from ECS's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.
- b. Due to the risks to which ECS is exposed, Client agrees to waive any claim against ECS, and to defend, indemnify and hold ECS harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate ECS for any time spent and expenses incurred by ECS in defense of any such claim, with such compensation to be based upon ECS's prevailing fee schedule and expense reimbursement policy.

#### SECTION 6: REPORTS AND OWNERSHIP OF DOCUMENTS

- a. ECS shall furnish six (6) copies of each report to Client. Additional copies shall be furnished at the rates specified in the fee schedule. With the exception of ECS Reports to Client, all documents, including original boring logs, field data, field notes, laboratory test data, calculations and estimates are and remain the property of ECS. Client agrees that all reports and other work furnished to the Client not paid for in full will be returned to ECS upon demand and will not be used for design, construction, permits or licensing.

#### SECTION 7: STANDARD OF CARE

- a. Services performed by ECS under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Engineering profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

- b. Any exploration, testing, surveys and analysis associated with the work will be performed by ECS for the Client's sole use to fulfill the purpose of this Agreement and ECS is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions beneath the Project site may vary from those encountered in borings, surveys or explorations and the information and recommendations developed by ECS are based solely on the information available from such borings, surveys and explorations.

#### **SECTION 8: LIMITATION OF PROFESSIONAL LIABILITY**

- a. Client agrees to limit ECS's liability to Client and all construction contractors arising from ECS's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of ECS to all those named shall not exceed \$50,000 or total fee for the services rendered on this project, whichever is greater. Client further agrees to require of the Client's General Contractor and its subcontractors an identical limitation of ECS's liability for damages that may be suffered by the contractor or the subcontractors arising from professional acts, errors or omissions of ECS.
- b. Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without ECS's written consent will be at Client's sole risk and without liability to ECS or to ECS's contractor(s) and Client shall indemnify and hold harmless ECS and ECS's contractor(s) from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.
- c. Under no circumstances shall ECS be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service providers to install work in accordance with the plans and specifications.

#### **SECTION 9: LIABILITY INSURANCE**

- a. ECS represents that it and its agents, and consultants employed by it, is and are protected by Workers Compensation insurance and that ECS has coverage under liability insurance policies which ECS deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts by the Client, its employees, agents, staff, consultants or subcontractors employed by it or by any other person or combination of persons. The Client agrees to limit the liability of ECS to the limits of ECS's insurance. The Client is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, to be at the expense of the Client.

#### **SECTION 10: ARBITRATION OF DISPUTES**

- a. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided through arbitration, as adopted and described by the then most current rules of the American Arbitration Association. The parties further agree that Client will require, as a condition for participation in the project and their Agreement to perform labor or services, that all Contractors, Subcontractors, Subsubcontractors and Materialmen, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties, shall agree to this procedure.

**SECTION 11: TERMINATION**

- a. Client or ECS may terminate this Agreement for breach of this Agreement, or for any other reasons, which may arise. In the event of termination, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, ECS shall promptly render to Client a final invoice and Client shall immediately remunerate ECS for services rendered and costs incurred, in accordance with ECS's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules and reassigning personnel. Upon such termination, Client and ECS shall deliver to each other all reports and documents pertaining to services performed up to termination.

**SECTION 12: SEVERABILITY**

- a. Any provision of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

**SECTION 13: TITLES**

- a. The titles used in this Agreement are for general reference only and are not part of the Agreement. Parties to this Agreement are advised to read each provision and rely on the guidance of legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.

**SECTION 14: SURVIVAL**

- a. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and ECS shall survive the completion of services and the termination of this Agreement.

**SECTION 15: ASSIGNS**

- a. Neither the Client nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement without the written consent of the other party.

**SECTION 16: CHOICE OF LAW**

- a. This Agreement shall be interpreted according to the laws of the State in which the Project is located (but not including its choice of law rules).

**END OF GENERAL CONDITIONS**



Effective Date: January 15, 2002  
Expiration Date: January 14, 2003

*American Association of  
State Highway and Transportation Officials*

*AASHTO Accreditation Program - Certificate of Accreditation*

This is to signify that

**Engineering Consulting Services, Ltd.  
Austin, Texas**

has demonstrated proficiency in the tests listed below and has met the minimum requirements in AASHTO R18 set forth by the AASHTO Highway Subcommittee on Materials for the testing of:

**HOT MIX ASPHALT**

T164 (Plant Control) T209 - D1560 (Stability) D2726 D3203 D5444

**SOIL**

D421 D422 D698 D1140 D1557 D2216 D2217 D2419 D2487  
D2488 D2922 D3017 D3740 D4318

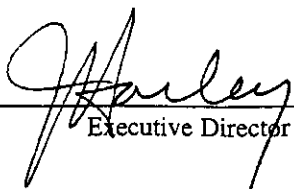
**AGGREGATE**

C40 C88 C117 C127 C128 C136 C566 C702

**PORTLAND CEMENT CONCRETE**

C31 (Cylinders) C39 C138 C143 C172 C173 C231 C617 C1064  
C1077 C1231 3329

02-99

  
Executive Director

  
Chair, AASHTO  
Highway Subcommittee on Materials



This certificate may not reflect the current accreditation status. The most current information can be obtained by contacting AMRL.

**AGENDA ITEM 27**

Consider approving change order #5 from Bland Schroeder for County Road 200.

Mike Weaver discussed the change order do an overlay on CR 200. There were problems with the 2 course treatment that was put down.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve change order #5 from Bland Schroeder for County Road 200.

Vote: **5 - 0**

<Attachment>

### WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

1. CONTRACTOR: Bland Schroeder Archer
2. Change Order Work Limits: Sta. 0+00 to Sta. 70+00
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3F, 3E, 3B (3 Max. - In order of importance - Primary first)

Project:	<u>02WC440</u>
Roadway:	<u>CR 200</u>
Purchase Order Number:	<u>                    </u>

5. Describe the work being revised:

County has requested an asphalt overlay for the project. Asphalt shall conform to the specifications for Item 340, TY D HMAC.

6. Work to be performed in accordance with Items: See attached.

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New general notes to the contract are attached: ☒ Yes ☐ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR <span style="float: right;">Date <u>8/26/03</u></span></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Joe Bland</u></p> <p>Typed/Printed Title <u>President, Bland, Inc.</u> <u>General Partner</u></p>	<p style="text-align: center;"><b>The following information must be provided</b></p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>14</u></p> <p>Amount added by this change order: <u>\$58,042.49</u></p>
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**RECOMMENDED FOR EXECUTION:**

[Signature] 8/27/03  
Project Manager Date  
Construction Observer

\_\_\_\_\_  
Design Engineer Date

[Signature] 8/27/03  
Program Manager Date

Design Engineer's Seal:

\_\_\_\_\_  
County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

[Signature] 9-2-03  
County Judge Date  
☒ APPROVED