

AGENDA ITEM 32

Consider re-awarding existing annual contract for Fiscal Year 2004 to Heine Fencing for fencing labor and labor/materials - Items #1-6.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To re-award existing annual contract for Fiscal Year 2004 in the amount of \$779.25 to Heine Fencing for fencing labor and labor/materials - Items #1-6.

Vote: **5 - 0**

AGENDA ITEM 33

Consider authorizing advertising and setting date of October 29, 2003 at 2:00 p.m. in the Commissioner's Courtroom to receive proposals for Juvenile Services filing system.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To authorize advertising and set date of October 29, 2003 at 2:00 p.m. in the Commissioner's Courtroom to receive proposals for Juvenile Services filing system.

Vote: **5 - 0**

AGENDA ITEM 34

Consider awarding bids received for the Twin Lakes Park - Trailhead parking and YMCA site improvements - Phase 1 to the low bidder meeting specifications - Chasco Contracting.

Joe Baker addressed the court regarding the Twin Lakes Park - Trailhead parking and YMCA site improvements.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To award bid received for the Twin Lakes Park in an amount not to exceed \$650,000.00 from the County, with an additional, unspecified amount to be paid by the YMCA for Trailhead parking and YMCA site improvements - Phase 1 to the low bidder meeting specifications: Chasco Contracting.

Vote: **5 - 0**

< Attachment >



BAKER-AICKLEN
& ASSOCIATES, INC.
Engineers/Surveyors

September 24, 2003

WILLIAMSON COUNTY COMMISSIONERS' COURT
The Honorable Judge John Doerfler
710 Main Street, Suite 201
Georgetown, Texas 78626

Attn: Commissioner Greg Boatright

Re: **Twin Lakes Park—Trailhead Parking
And YMCA Site Improvements-Phase I
Williamson County in Association with
The YMCA of Greater Williamson Count
Recommendation of Award**

Gentlemen:

On August 26, 2003, bids were received on the above-referenced Williamson County project. A tabulation of the bids received is enclosed.

This Williamson County project funding is to be shared in part by the YMCA of Greater Williamson County (YMCA). The shared funding was initially based on the acres of parking on YMCA property vs. the acres of parking on County/City property. The ratio of shared funding was determined to be 68% for Williamson County and 32% for the YMCA as indicated in the Table below in the first column. The second column indicates the final Opinion of Probable Construction Cost for the entire project. Since the County capped their funding at \$650,000, the third column indicates a Project Budget Goal to cover the cost to construct the majority of the parking (337 spaces) on the YMCA and County property. The YMCA share in funding was increased to 47.5% in order to meet this goal.

TABLE

<u>Item</u>	<u>Initial Est.</u> <u>(68% Cty/32% Y)</u>	<u>Final Est.</u> <u>(68% Cty/32% Y)</u>	<u>Project Budget</u> <u>(52½% Cty/47½% Y)</u>
Williamson County -----	\$650,000	\$1,070,748	\$ 650,000
YMCA -----	306,000	503,881	586,300
Sub-Total -----	\$956,000	\$1,574,629	\$1,236,300
Less Engineering & Other Services -----	136,300	136,300	136,300
Total Construction Budget -----	\$819,700	\$1,438,329	\$1,100,000

WILLIAMSON COUNTY
COMMISSIONER'S COURT
September 24, 2003
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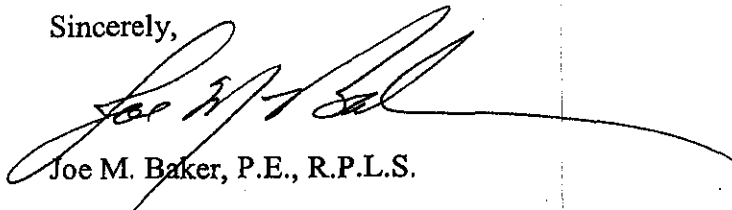
Twin Lakes Park—Trailhead Parking and
YMCA Site Improvements – Phase I
Recommendation of Award

The Williamson County bid form was structured to receive a base lump bid for the entire project with three (3) possible deductive alternate lump sum bids, which correlates to the attached Drawing C-9A. The objective was to build as much parking as possible within the total construction budget of \$1,100,000 determined above.

After reviewing bids, checking extensions, and taking the first two deductive alternates, the lowest bid of \$1,060,645.75 was found to be submitted by Chasco. We have reviewed Chasco's Qualifications statement regarding their financial condition and ability to perform work, including previous experience record. In addition, we understand that Chasco has successfully completed projects for Williamson County. Based on the above, it is our opinion that Chasco is qualified and capable of performing the work.

Therefore, we recommend that the project, less the first two (2) deductive alternates, in the amount of \$1,060,645.70 be awarded to Chasco subject to the approval of the contract form as well as performance and payment bonds.

Sincerely,



Joe M. Baker, P.E., R.P.L.S.

JMB:ek
Enc.

approved 9-30-03
John C. Daehler

cc: YMCA/Wade Todd
file: o:\0711-3-014-11\92403WmColtr.doc

BID TABULATION

PROJECT SPONSOR: Joe Baker
 PROJECT MANAGER: Joe Baker
 DESIGNER: John Morrey

PROJECT: Twin Lakes Park-Trailhead Pkg/YMCA Site Impr.
 LOCATION: 205 Kent Lane, Cedar Park, Texas

C.I.P. PROJECT NUMBER:
 CONTRACT NUMBER:

BID OPENING DATE: August 26, 2003
 TIME: 2:00 P.M.
 LOCATION: Williamson Co. Commissioner's Courtroom
 ENGINEER'S ESTIMATE: \$14M
 BID INVITATION NUMBER: 03WC522

BIDDER:	1. RANGER EXCAVATING	2. C.C. CARLTON IND. ①	3. STR CONSTRUCTORS	4. F.T. WOODS ③	5. CHASCO ②
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PROPOSAL GUARANTEE: BB-BID BOND CC-CASHIER'S CHECK CTC-CERTIFIED CHECK	✓	✓	✓	✓	✓
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RECEIPT OF ADDENDA ACKNOWLEDGED: None

MANDATORY PRE-BID CONFERENCE	✓	✓	✓	✓	✓
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ATTENDANCE ACKNOWLEDGED:	✓	✓	✓	✓	✓
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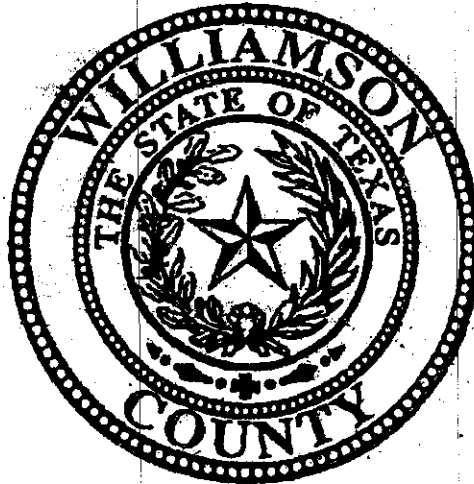
SCHEDULE OF UNIT PRICES INCLUDED:	✓	Not Included.	✓	✓	✓
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BASE BID:

ITEM NO.	QUANTITY	UNIT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	
--	LUMP SUM	1	All Work on Plans (Phase I)	\$1,734,000	\$1,291,100	\$1,573,000	\$1,496,000	\$1,314,645.70

ALTERNATE BID:

#1	LUMP SUM	1	Deduct for NW Corner Parking Lot	\$173,000	\$ 62,320	\$ 65,000	\$ 53,500	\$ 62,000
CUMULATIVE DEDUCTIVE BID:				\$1,561,000	\$1,228,780	\$1,508,000	\$1,442,500	\$1,252,645.70
#2	LUMP SUM	1	Deduct for NE Corner Parking Lot	\$127,000	\$ 85,184	\$228,000	\$102,000	\$192,000
CUMULATIVE DEDUCTIVE BID:				\$1,434,000	1,143,596	1,280,000	\$1,340,500	\$1,060,645.70
#3	LUMP SUM	1	Deduct for N Half of E Parking Lot	\$117,000	\$141,120	\$134,000	\$ 88,000	\$ 55,000
CUMULATIVE DEDUCTIVE BID:				\$1,317,000	1,002,476	\$1,146,000	\$1,252,500	\$1,005,645.70

CONTRACT DOCUMENTS AND SPECIFICATIONS**FOR****CONSTRUCTION OF TWIN LAKES PARK –
TRAILHEAD PARKING AND
YMCA SITE IMPROVEMENTS
PHASE I****BID NUMBER: 03WC522**

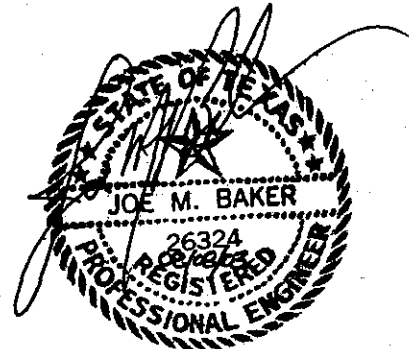
Prepared for:

Williamson County
1900 Georgetown Inner loop – Suite B
Georgetown, Texas 78626
in association with
YMCA of Greater Williamson County

Prepared by:

Baker-Aicklen & Associates, Inc.
405 Brushy Creek Road
Cedar Park, Texas 78613
B-A Job # 0711-3-014

August, 2003





**BAKER-AICKLEN
& ASSOCIATES, INC.**
Engineers/Surveyors

LETTER OF TRANSMITTAL

TO WILLIAMSON COUNTY

Auditor's Office

710 Main St., Suite 303

Georgetown, TX 78626

DATE 10/22/03	JOB NO. 0711-3-014
ATTENTION Ginny Atkinson	
RE: Twin Lakes Park -- Trailhead	
Parking & YMCA Improvements.	
Phase I	

WE ARE SENDING YOU

☒ Attached

☐ Under separate cover via _____ the following items:

☐ Shop drawing

☐ Prints

☐ Plans

☐ Samples

☐ Specifications

☐ Copy of letter

☐ Change order

☐ Copies

☐ _____

COPIES	DATE	NO.	DESCRIPTION
5			Project Contracts for CHASCO Contracting

THESE ARE TRANSMITTED as indicated:

☐ For approval

☐ For your use

☐ Overnight

☐ As requested

☒ Courier

☐ For your files

☐ Mail

☐ For your review and comment

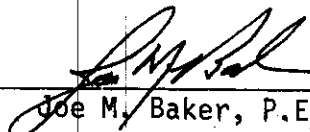
☒ For your signature

REMARKS:

If enclosures are not as noted, kindly notify us at once.

COPY TO:

SIGNED:


Joe M. Baker, P.E., R.P.L.S.

Copies Distribution: White - Client, Yellow - Contract/Corres., Pink - Design Notes

405 Brushy Creek Road

Cedar Park, Texas 78613

Phone: 512/260-3700

FAX: 512/260-3701

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***Note:**

Section 1.0 is from the Williamson County Auditor's Office and will supersede any discrepancies or contradictions in the subsequent Sections of these Contract Documents and Specifications.

1.0 WILLIAMSON COUNTY INFORMATION

**PUBLIC NOTICE
WILLIAMSON COUNTY
INVITATION FOR BIDS**

The Williamson County Commissioners Court invites the submission of sealed Bids for:

**TWIN LAKES PARK – TRAIL HEAD PARKING
AND YMCA SITE IMPROVEMENTS – PHASE 1**

Sealed Bids will be publicly opened and read aloud in the Williamson County Commissioner's Courtroom on Tuesday, August 26, 2003 at 2:00 PM. The Commissioner's Courtroom is located on the 2nd floor of the County Courthouse, 710 Main Street, Georgetown, Texas.

Plans, Specifications, and Bidding documents may be secured from Baker-Aicklen & Associates, Inc., 405 Brushy Creek Road, Cedar Park, Texas, (512) 260-3700 beginning August 12, 2003. A non-refundable fee of One Hundred Dollars (\$100.00) made payable to Baker-Aicklen & Associates, Inc. will be charged for each set of plans and specifications.

A mandatory pre-bid conference will be held on Tuesday, August 19, 2003 at 2:00 pm in the Williamson County Commissioner's Courtroom, 710 Main Street – 2nd floor, Georgetown, Texas.

A Cashier's Check, Certified Check, or acceptable Bidder's Bond in the amount of five percent (5%) of the Bid must accompany each bid. Performance and Payment Bonds will be required as stated in the bidding documents.

Required Workers' Compensation Coverage: "The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at (512) 804-4000 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

The Williamson County Commissioners Court reserves the right to accept the lowest qualified and best Bid as deemed by the Court, or reject any and/or all Bids.

Issued by order of the Williamson County Commissioners Court on August 5, 2003.
John C. Doerfler, County Judge.



**WILLIAMSON COUNTY AUDITOR'S OFFICE
PURCHASING DEPARTMENT
710 MAIN STREET - SUITE 303
GEORGETOWN, TEXAS 78626**

<http://www.williamson-county.org/Procurement>

INVITATION FOR BIDS

TWIN LAKES PARK – TRAIL HEAD PARKING AND YMCA SITE IMPROVEMENTS – PHASE 1

BID NUMBER: 03WC522

BID OPENING DATE & TIME: AUGUST 26, 2003 – 2:00 PM

**MANDATORY PRE-BID CONFERENCE WILL BE HELD ON:
TUESDAY, AUGUST 19, 2003 AT 2:00 PM
IN THE WILLIAMSON COUNTY COMMISSIONER'S COURTROOM,
710 MAIN STREET – 2ND FLOOR, GEORGETOWN, TEXAS**

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Auditor's Office prior to **2:00 PM on Tuesday, August 26, 2003**. At which time the bids will be opened in the Williamson County Commissioner's Courtroom on the 2nd floor of the County Courthouse.

METHODS: Sealed bids may be hand-delivered or mailed to the *Williamson County Auditor's Office, Attn: Ginny Atkinson – Purchasing, Third (3rd) floor - Suite 303, Williamson County Courthouse (on the square), 710 Main Street, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

BID REQUIREMENTS

QUADRUPLICATE: All bids must be submitted in quadruplicate (1 original complete bid set and 3 copies of the bid set). The bid sets should be marked "original" or "copy". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

SEALED: All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires bidder to supply with this bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

LEGIBILITY: Bids must be legible and of a quality that can be reproduced.

FORMS: All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

LATE BID: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

AWARD

SIXTY DAYS: Awards should be made approximately sixty (60) days after the bid opening date. Results may be obtained by contacting the Technical Contact.

REJECTION OR ACCEPTANCE: No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.

CONTRACT: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

CONTRACT ADMINISTRATION: Under this contract, Joe England, County Engineer, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

CONTRACT PERIOD: The Contract Period is the date of award through completion and acceptance of project by the County.

This contract is contingent on the appropriation of necessary funds by Commissioner's Court. Upon the failure of Commissioner's Court to so appropriate, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

BID CONTACTS

PURCHASING CONTACT:

Ginny Atkinson
710 Main Street - Suite 303
Georgetown, TX 78626
(512) 943-1554
gatkenson@williamson-county.org

TWIN LAKES PARK – YMCA SITE IMPROVEMENTS BID

TECHNICAL CONTACT:

John Morrey
Baker-Aicklen & Associates, Inc.
405 Brushy Creek Road
Cedar Park, TX 78613
(512) 260-3700
jmorrey@b-a-inc.com

MISCELLANEOUS

CONFLICT OF INFORMATION: In the event a conflict of information exists between the County bidder instructions and the Architects/Engineers instructions the County's bidder instructions will supercede.

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2004. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate – the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2003 thru September 30, 2004 fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKittrick, 943-1558 or Kathy Blankenship, 943-1557.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

WORKER'S COMPENSATION

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Ginny Atkinson
Williamson County Purchasing Office
710 Main Street - Suite 303
Georgetown, TX 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1554, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

Workers' Compensation Insurance Coverage:

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in S406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide to the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

PERFORMANCE AND PAYMENT BONDS: Chapter 262.032 of the Texas Local Government Code governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. Chapter 2253.021 of the Texas Government Code governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract and prior to beginning work on the project. The

bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code.

If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

BIDDERS BOND: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to Williamson County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.

EXECUTION OF CONTRACT: Failure to execute the construction contract within ten (10) days of written notification of award or failure to furnish the performance bond, or letter of credit if applicable, and payment bond as required shall be just cause for the annulment of the award. In case of the annulment of the award, the bid guarantee shall become the property of Williamson County, not as a penalty, but as a liquidated damage.

The Contractor shall not commence work under this contract until he has furnished certification of all insurance required and such has been approved by Williamson County, nor shall the contractor allow any subcontractor to commence work on his subcontract until proof of all similar insurance that is required of the subcontractor has been furnished and approved.

2.0 NOTICE TO BIDDERS

NOTICE TO BIDDERS

Sealed bids addressed to the Williamson County Auditor's Office, Third floor, Suite 303, Williamson County Courthouse (on the square), 710 Main Street, Georgetown, Texas 78626, for furnishing all labor, material and equipment and performing all work required for the project titled **"Construction of Twin Lakes Park—Trailhead Parking and YMCA Site Improvements, Phase I"** will be received prior to 2:00 PM on Tuesday, August 26th, 2003, then publicly opened and read aloud in the Williamson County Commissioner's Courtroom on the 2nd floor of the County Courthouse. Bid envelopes should state the date, time of bid, **Bid Number 03WC522**, and **"Construction of Twin Lakes Park—Trailhead Parking and YMCA Site Improvements, Phase I"**. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened.

Bids must be submitted on the enclosed bid forms and must be accompanied by an acceptable bid security as outlined in the Instructions to Bidders, payable to Williamson County, Texas equal to five percent (5%) of the total bid amount. Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained from Baker-Aicklen & Associates, Inc., 405 Brushy Creek Road, Cedar Park, Texas, 78613, beginning **August 12th, 2003** for a non-refundable charge of \$ **100.00** per set.

In case of ambiguity, duplication, or obscurity in the bids, Williamson County reserves the right to construe the meaning thereof. Williamson County further reserves the right to reject any or all bids and waive any informalities and irregularities in the bids received.

The successful bidder will be expected to execute the standard contract prepared by Williamson County, and to furnish performance and payment bonds as described in the bid documents.

A **Mandatory Pre-Bid Conference** will be held on Tuesday, August 19th, 2003, at 2:00 p.m. in the Williamson County Commissioner's Courtroom on the 2nd floor of the County Courthouse. All bidders are required to attend. All bids received by bidders that do not acknowledge attending Mandatory Pre-Bid Conference will be rejected. Williamson County or its representatives are not responsible in any way regarding bidder's failure to attend Mandatory Pre-Bid Conference.

3.0 BID DOCUMENTS

INSTRUCTIONS TO BIDDERS

1. Prior to submitting any proposal, bidders are required to read the plans, specifications, proposal, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent proposal. Bidders are also required to attend the Pre-Bid conference.
2. Should the bidder find discrepancies in, or omissions from the plans, specifications, or other documents, or should he be in doubt as to their meaning, he should notify at once the Engineer and obtain clarification or addendum prior to submitting any bid.
3. It shall be the responsibility of the bidder to see that his bid is received at the place and time named in the Notice to Bidders. Bids received after closing time will be returned unopened.
4. Bids shall be submitted in sealed envelopes plainly marked "Sealed Bid" and showing the name of the project, the job number if applicable, and the opening date and time.
5. Bids shall be submitted on proposal forms furnished by Williamson County.
6. All proposals shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to Williamson County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds, as stipulated by item 11 below, within ten (10) days after notice of award of contract to him. Proposal guarantees must be submitted in the same sealed envelope with the proposal. Proposals submitted without check or bid bonds will not be considered.
7. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the owner elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
8. Until the award of the contract, Williamson County reserves the right to reject any and all proposals and to waive technicalities; to advertise for new proposals; or to do the work otherwise when the best interest of Williamson County will be thereby promoted.
9. In case of ambiguity or lack of clarity in the statement of prices in the bids, Williamson County reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.

10. Award of the contract, if awarded, will be made within sixty (60) days after opening of the proposals, and no bidder may withdraw his proposal within said sixty (60) day period of time unless a prior award is made.
11. Within ten (10) days after written notification of award of the contract, the successful bidder must furnish a performance bond and a payment bond in the amount of one hundred percent (100%) of the total contract price. If the total contract price is \$25,000.00 or less, the performance and payment bonds will not be required. Said performance bond and payment bond shall be from an approved surety company holding a permit from the State of Texas, with approval prior to bid opening, indicating it is authorized and admitted to write surety bonds in this state. In the event the bond exceeds \$100,000.00, the surety must also (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

In determining whether the surety or reinsurer holds a valid certificate of authority, Williamson County may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed.

12. If the total contract price is less than \$25,000.00 the performance and payment bond requirement will be waived by Williamson County. Payment will be made following completion of the work.
13. Failure to execute the construction contract within ten (10) days of written notification of award or failure to furnish the performance bond, or letter of credit if applicable, and payment bond as required by item 11 above, shall be just cause for the annulment of the award. In case of the annulment of the award, the proposal guarantee shall become the property of Williamson County, not as a penalty, but as a liquidated damage.
14. No contract shall be binding upon Williamson County until it has been signed by its Judge after having been duly authorized to do so by Williamson County Commissioners Court.
15. The Contractor shall not commence work under this contract until he has furnished certification of all insurance required and such has been approved by Williamson County, nor shall the contractor allow any subcontractor to commence work on his subcontract until proof of all similar insurance that is required of the subcontractor has been furnished and approved. **The certificate of insurance form included in the contract documents must be used by the Contractor's insurer to furnish proof of insurance.**

material furnished. Where a lump sum price is specified, payment will be made for the completed work as described in the Plans.

17. Bids shall be submitted on a separated contract basis. No Texas sales tax shall be included in the prices bid for materials consumed or incorporated into the finished product under this contract. This contract is issued by an organization which is qualified for exemption pursuant to the provisions of Section 151.309(5) of the Texas Tax Code. Williamson County will issue an exemption certificate to the Contractor. The Contractor must then issue a resale certificate to the material supplier for materials purchased. The Contractor must have a valid sales tax permit in order to issue a resale certificate.

In obtaining consumable materials, the Contractor will issue a resale certificate in lieu of payment of sales tax, and the following conditions shall be observed;

- 1) The contract will transfer title of consumable, but not incorporate, materials to Williamson County at the time and point of receipt by the Contractor;
 - 2) The Contractor will be paid for these consumable materials by Williamson County as soon as practicable. Payment will not be made directly but considered subsidiary to the pertinent bid item. The Contractor's monthly estimate will state that the estimate includes consumables that were received during the month covered by the estimate; and
 - 3) The designated representative of Williamson County must be notified as soon as possible of the receipt of these materials so that an inspection can be made by the representative. Where practical, the materials will be labeled as the property of Williamson County.
18. No conditional bids will be accepted.
19. If the bidder's insurance company is authorized, pursuant to its agreement with bidder, to arrange for the replacement of a loss, rather than by making a cash payment directly to Williamson County, the insurance company must furnish or have furnished by bidder, a performance bond in accordance with Section 2253.021(b), Texas Government Code, and a payment bond in accordance with Section 2253.021(c).
20. It shall be the responsibility of the bidder to attend the Mandatory Pre-Bid Conference. Bids received from bidder that did not attend Mandatory Pre-Bid Conference will be rejected and returned to bidder.
21. In addition to other required submittals, the bidder shall submit, with his bid, a listing of all quantities and unit prices used in the calculation of his bid (Base Bid only).



HARTFORD

Bid Bond
Surety Department

Bond No.

KNOW ALL MEN BY THESE PRESENTS,

That we,

Chasco Contracting
2801 Kiphen Rd
Round Rock, Tx 78664

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

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

Whereas, the Principal has submitted a bid for

TWIN LAKES PARK - TRAIL HEAD PARKING
AND YMCA SITE IMPROVEMENTS - PHASE 1

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

Signed and sealed this 26th day of August A.D. 2003

Witness

S

(If Individual)

Chasco Contracting

(Principal)

(SEAL)

By

CHAZ GLACE, CEO

(SEAL)

Attest

(If Corporation)

(SEAL)

(SEAL)

Attest

Jennifer J. Biehle

By

Robert J. Nitsche, Attorney-In-Fact

(SEAL)

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

Form S-326-4 Printed in U.S.A. 12-70

Hartford, Connecticut
POWER OF ATTORNEY

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

ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, VIOLET FROSCH,
NINA SMITH and ROBERT K. NITSCHKE of GIDDINGS, TEXAS

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

This Power of Attorney is granted under and by authority of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, ("the Company") as amended by the Board of Directors at a meeting duly called and held on July 9, 1997, as follows:

ARTICLE IV

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

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

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

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

HARTFORD FIRE INSURANCE COMPANY

Paul A. Bergenholz



Robert L. Post

Paul A. Bergenholz, Assistant Secretary

Robert L. Post, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS. Hartford

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



CERTIFICATE

John H. Wozniak

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

Signed and sealed at the City of Hartford.

Dated the

26th

day of August

XX 2003

Richard L. Marshall, Jr.



J. Dennis Lane

Richard L. Marshall, Jr., Assistant Secretary

J. Dennis Lane, Assistant Vice President



Inquiries Regarding Claims

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southeast

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number : 888-266-3488
Fax - Claims : 860-757-5835 or 860-547-8265
E-mail : claims@lstepsurety.com
Mailing Address : The Hartford
The Hartford Fidelity & Bonding (BOND)
Hartford Plaza
690 Asylum Avenue
Hartford, CT 06115

WILLIAMSON COUNTY BID FORM

BID NUMBER: 03WC522

JOB NAME: Construction of Twin Lakes Park—Trailhead Parking and YMCA Improvements, Phase I

JOB LOCATION: 204 Kent Lane, Cedar Park, Texas

OWNER: Williamson County

DATE:

NAME OF BIDDER: CHASCO CONTRACTING

Mailing Address: P O BOX 1057

City: ROUND ROCK State: TX Zip: 78680

Email Address: David@chasco.com

Telephone: (512) 244-0600 Fax: (512) 244-8065

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the "Construction of Twin Lakes Park—Trailhead Parking and YMCA Site Improvements, Phase I" and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

The Base Bid, including all work shown on the plans for Phase I (excluding new buildings), will be completed for the Lump Sum Price of:

one million three hundred fourteen

thousand six hundred forty five Dollars & seventy two cents (\$ 1,314,645.70)

(Amount written in Words. This governs.)

Amount in Figures

The above Base Bid includes an allowance in the amount of \$39,008.90, to be used as required for payment of community impact fees, tap fees and water meter deposit to the City of Cedar Park.

DEDUCTIVE ALTERNATE BIDS

At the discretion of the Owner, the following Deductive Alternates, as described on the Bidding Plan (sheet C9A) in the Construction Plans, may be selected at the lump sum amounts shown:

Alternate Bid #1 – Deduct from Base Bid price:

sixty two thousand Dollars & no/100 (\$ 62,000.00)
 (Amount written in Words. This governs.) Amount in Figures

Alternate Bid #2 – Deduct from Base Bid price:

one hundred ninety two thousand Dollars & no cents (\$ 192,000.00)
 (Amount written in Words. This governs.) Amount in Figures

Alternate Bid #3 – Deduct from Base Bid price:

Fifty five thousand Dollars & no cents (\$ 55,000.00)
 (Amount written in Words. This governs.) Amount in Figures

The undersigned agrees that Deductive Alt. #1 and #2 may be selected independently (either one or both) and that Deductive Alt. #3 may only be selected in conjunction with #2. The deductive amount of each alternative will include deletions, modifications, additions and all other work necessary to make the completed project functional, safe and in compliance with governmental requirements. The undersigned also agrees to accept the final contract drawings modified after bid award. These drawings will be based on the Deductive Alternates taken, highlighted and described in words on Bid Plan C-9A.

Schedule of Unit Prices

The undersigned agrees that in case of authorized changes to the selected contract and/or final contract documents (after accepted deductive alternates), the following unit prices will be used in adjusting the contract amount. These unit prices cover the cost of the work in place including material, equipment, labor, taxes, overhead, profit, maintenance and guarantee required for the complete project. Bidder shall complete the following:

YMCA - GREATER WILLIAMSON COUNTY JOB #02171
REVISED PER DISCUSSION W/ JOE BAKER & NORMAN KEY 8/26/2003
W/ BAKER-AICKLEN ON 1-3-03

DESCRIPTION	QTY	UNIT	BID	
			UNIT PRICE	TOTAL PRICE

A. TEMPORARY EROSION CONTROLS

1	SCE	1	EA	\$824.00	\$824.00
2	SITE PREP	9.2	AC	\$3,528.00	\$32,457.60
3	SUBGRADE PREP	24365	SY	\$0.35	\$8,527.75
4	REMOVE FENCE	1900	LF	\$0.59	\$1,121.00
5	REMOVE CONCRETE SLAB	930	SF	\$1.18	\$1,097.40
6	REMOVE ASPHALT	1584	SY	\$2.35	\$3,725.57
7	REMOVE DRIVES & STRUCTURES	1608	SY	\$1.76	\$2,836.51
8	STRIP TOPSOIL	3635	CY	\$1.59	\$5,770.93
9	RESPREAD TOPSOIL	2344	CY	\$4.70	\$11,026.18
10	EXC & EMB	8107	CY	\$2.94	\$23,834.58
11	EXCAVATE & LOAD EXCESS	2742	CY	\$2.38	\$6,513.68
12	DISPOSE EXCESS EXCAVATION	4033	CY	\$8.82	\$35,571.06
13	BACKFILL CURB	9268	LF	\$1.76	\$16,348.75
14	STRIPING & SIGNS	1	LS	\$20,500.00	\$20,500.00
15	SILT FENCE	2427	LF	\$1.59	\$3,853.11
16	TREE PROTECTION	6531	LF	\$2.11	\$13,748.02
17	INLET PROTECTION	16	EA	\$58.80	\$940.80
18	MORTARED ROCK WALLS	5245	SF	\$16.23	\$85,120.06
19	WATER QUAL. POND-FOREBAY #1	1	EA	\$21,666.62	\$21,666.62
20	WATER QUAL. POND-FOREBAY #2	1	EA	\$14,417.76	\$14,417.76
21	LIMESTONE BLOCKS	398	LF	\$25.87	\$10,297.06
22	HYDROMULCH	3000	SY	\$0.35	\$1,058.40
23	WETLAND PLANTING	1	LS	\$9,937.20	\$9,937.20
SUBTOTAL TEMPORARY EROSION CONTROLS					\$331,194.02

B. STREET IMPROVEMENTS

1	1" ASPHALT PAVING	21469	SY	\$2.41	\$51,757.47
2	1 1/2" ASPHALT PAVING	21469	SY	\$3.48	\$74,732.73
3	BLACK BASE	202	SY	\$17.82	\$3,598.91
4	9" FLEX BASE	23296	SY	\$5.21	\$121,364.71
SUBTOTAL STREET IMPROVEMENTS					\$251,453.81

YMCA - GREATER WILLIAMSON COUNTY JOB #02171
REVISED PER DISCUSSION W/ JOE BAKER & NORMAN KEY 8/26/2003
W/ BAKER-AICKLEN ON 1-3-03

DESCRIPTION	QTY	UNIT	BID	
			UNIT PRICE	TOTAL PRICE
C. STORM SEWER SYSTEM				
1 ROCK RIPRAP	45	CY	\$47.63	\$2,143.26
2 8" PVC	247	LF	\$23.52	\$5,809.44
3 10" PVC	692	LF	\$25.87	\$17,903.42
4 12" RCP	379	LF	\$29.40	\$11,142.60
5 12" BEND, WYES	9	EA	\$205.80	\$1,852.20
6 15" RCP	383	LF	\$34.10	\$13,061.83
7 15" BEND, WYES	6	EA	\$235.20	\$1,411.20
8 18" RCP	248	LF	\$37.63	\$9,332.74
9 18" WYE	1	EA	\$258.46	\$258.46
10 21" RCP	559	LF	\$43.51	\$24,323.21
11 21" BEND	4	EA	\$239.56	\$958.25
12 24" RCP	98	LF	\$51.74	\$5,070.91
13 24" WYE	1	EA	\$420.82	\$420.82
14 27" RCP	114	LF	\$56.45	\$6,435.07
15 27" BEND	1	EA	\$352.69	\$352.69
16 30" RCP	165	LF	\$67.03	\$11,060.28
17 36" RCP	110	LF	\$82.32	\$9,055.20
18 36" BEND	1	EA	\$625.43	\$625.43
19 36" WYE	1	EA	\$865.98	\$865.98
20 2-5' X 2' RCB	288	LF	\$242.37	\$69,803.60
21 WINGWALLS	2	EA	\$3,528.00	\$7,056.00
22 TYPE II GRADE INLETS	9	EA	\$2,116.80	\$19,051.20
23 TYPE III GRADE INLETS	4	EA	\$1,881.60	\$7,526.40
24 TYPE 4 GRADE INLETS	3	EA	\$1,528.80	\$4,586.40
SUBTOTAL STORM SEWER SYSTEM				\$230,106.60

D. WATER DISTRIBUTION SYSTEM

1 2" WATERLINE	365	LF	\$17.06	\$6,228.27
2 2" PRESSURE REDUCING VALVE	1	EA	\$1,764.00	\$1,764.00
3 3" WATERLINE	792	LF	\$16.43	\$13,011.55
4 6" WATERLINE	257	LF	\$17.89	\$4,596.95
5 8" WATERLINE	1840	LF	\$21.27	\$39,143.87
6 8" BACKFLOW PREV & VAULT	1	EA	\$9,408.00	\$9,408.00
7 FIRE HYDRANT ASSEMBLIES	4	EA	\$2,568.38	\$10,273.54
8 2" WATER METER	1	EA	\$823.20	\$823.20
9 1 1/2" IRRIGATION METER	1	EA	\$705.60	\$705.60
10 1 1/2" BACKFLOW PREV & VAULT	1	EA	\$352.80	\$352.80
11 TRENCH PROTECTION	2097	LF	\$0.59	\$1,233.04
SUBTOTAL WATER DISTRIBUTION SYSTEM				\$87,540.80

YMCA - GREATER WILLIAMSON COUNTY JOB #02171
REVISED PER DISCUSSION W/ JOE BAKER & NORMAN KEY 8/26/2003
W/ BAKER-AICKLEN ON 1-3-03

DESCRIPTION	QTY	UNIT	BID	
			UNIT PRICE	TOTAL PRICE
E. WASTEWATER SYSTEM				
1 6" WASTEWATER	539	LF	\$13.78	\$7,428.89
2 4" WW FM	822	LF	\$13.27	\$10,904.06
3 6" CLEAN OUTS	7	EA	\$205.80	\$1,440.60
4 6" INSPECTION PORTAL	1	EA	\$499.80	\$499.80
5 CONCRETE ENCASEMENT	20	LF	\$23.52	\$470.40
6 REMOVE & REPL. ASPHALT PAVE	400	SF	\$11.76	\$4,704.00
7 TRENCH SAFETY	1	LS	\$633.86	\$633.86
8 TRAFFIC CONTROL	1	LS	\$1,764.00	\$1,764.00
9 TIE INTO EXISTING MH	1	EA	\$2,352.00	\$2,352.00
SUBTOTAL WASTEWATER SYSTEM				\$30,197.61

F. SITE CONCRETE

1 CONCRETE APPROACH	1118	SF	\$3.53	\$3,944.30
2 SIDEWALK	5540	SF	\$2.82	\$15,636.10
3 TRANSFORMER PAD	100	SF	\$7.64	\$764.40
4 CURB & GUTTER	9268	LF	\$6.76	\$62,670.22
5 INTEGRAL CURB	125	LF	\$2.94	\$367.50
6 HC RAMPS	10	EA	\$235.20	\$2,352.00
7 CONCRETE RETAINING WALL	2080	SF	\$26.46	\$55,036.80
8 STEEL PIPE HANDRAIL	313	LF	\$47.04	\$14,723.52
9 6" CONCRETE PAVING	6830	SF	\$2.82	\$19,276.99
10 CONCRETE FLUME	1320	SF	\$5.29	\$6,985.44
11 LIGHT POLE BASES	19	EA	\$411.60	\$7,820.40
12 7" CONCRETE HARD STAND	0	SF	\$3.53	\$0.00
13 CONCRETE VALLEY GUTTER	900	SF	\$3.53	\$3,175.20
SUBTOTAL SITE CONCRETE ITEMS				\$192,752.87

G. MISC SITE IMPROVEMENTS

1 PARKING LOT LIGHTING	1	LS	\$67,000.00	\$67,000.00
2 LANDSCAPING & IRRIGATION	1	LS	\$85,400.00	\$85,400.00
3 FEE ALLOWANCE	1	LS	\$39,000.00	\$39,000.00
SUBTOTAL MISC SITE IMPROVEMENTS				\$191,400.00

SUMMARY

A. TEMPORARY EROSION CONTROLS	\$331,194.02
B. STREET IMPROVEMENTS	\$251,453.81
C. STORM SEWER SYSTEM	\$230,106.60
D. WATER DISTRIBUTION SYSTEM	\$87,540.80
E. WASTEWATER SYSTEM	\$30,197.61
F. SITE CONCRETE	\$192,752.87
G. MISC SITE IMPROVEMENTS	\$191,400.00
TOTAL CONSTRUCTION COST	\$1,314,645.72

Item	Unit	Price
Excavation	C.Y.	
Offsite Disposal of Excavation	C.Y.	
On-Site Disposal of Excavation	C.Y.	
Embankment	C.Y.	
Subgrade Preparation	S.Y.	
Flexible Base	C.Y.	
HMAC, 1½", Type C	S.Y.	
HMAC, 1", Type D	S.Y.	
Black Base (6")	S.Y.	
Concrete Curb & Gutter	L.F.	
Concrete Sidewalk (4")	S.F.	
24-Inch RCP	L.F.	
30-Inch RCP	L.F.	
36-Inch RCP	L.F.	
Trench Safety	L.F.	
4-Inch Wastewater Force Main	L.F.	
6-Inch Wastewater Line	L.F.	
8-Inch Fire Line	L.F.	
3-Inch Water Line	L.F.	
Inlet, Type II	Ea.	
Mortared Rock Wall	S.F.	
Limestone Blocks (2'H x 2'W)	L.F.	
Silt Fence	L.F.	
Seeding for Erosion Control	S.Y.	
Pavement Striping	L.F.	

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification, and commence work within ten (10) days after written Notice To Proceed. The undersigned further agrees to complete the work in full within **180 calendar days** after the date of the written Notice To Proceed. The Bidder and the Owner agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the **180-calendar-day** period, the bidder shall pay the amount of **Five Hundred Dollars (\$500.00)** per calendar day as liquidated damages, not as a penalty but for delay damages to the Owner. Such amount shall be deducted by the Owner from any payment due to the bidder.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are correct and final. The Owner reserves the right to reject any or all bids and may waive any formalities or defects in the bids.

The undersigned acknowledges receipt of the following addenda:

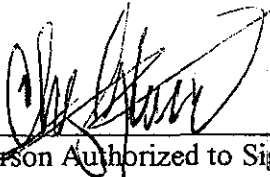
Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____



The undersigned acknowledges attending Mandatory Pre-Bid Conference:

Tuesday, August 19, 2003 @ 2:00 P.M.-(Y/N) Y (Attendee) Temple Aday

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



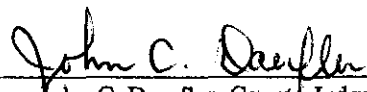
Signature of Person Authorized to Sign BID

Date of BID: 8-26-2003

Printed Name and Title of Signer: CHAZ GLACE, CEO

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

Signature required on awarded bid only.



Hon. John C. Doerfler, County Judge
for the Williamson County Commissioners Court

10-23-03
Date

4.0 POST BID DOCUMENTS

AGREEMENT*THE STATE OF TEXAS**COUNTY OF WILLIAMSON*

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the (Owner) **WILLIAMSON COUNTY** of the State of Texas, acting through its County Engineer, Party of the First Part, thereunto duly authorized so to do, hereinafter termed the OWNER, and (Contractor) CHASCO Contracting of Round Rock, Texas, County of Williamson, State of Texas, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by OWNER, and under the conditions expressed in the bond bearing even date herewith, CONTRACTOR, hereby agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

Construction of Twin Lakes Park—Trailhead Parking
and YMCA Site Improvements, Phase I
Base Bid less Deductive Alternates #1 and #2
Total Bid Price of \$1,060,645.70

Further described as the work covered by this specification consists of furnishing all the materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereof, and in accordance with the Notice to Contractors, Instructions to Bidders, General Conditions of Agreement, Special Conditions, Technical Specifications, Plans, and other drawings and printed or written explanatory material thereof, and the Specifications and Addenda therefor, as prepared by **Baker-Aicklen & Assoc., Inc.**, herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance, Payment, and Maintenance Bonds hereof, and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within **10** calendar days after the date written notice to do so have been given to him, and to complete the same within **180 calendar days** calendar days after the date of the written Notice to Proceed, subject to such extensions of time as are provided by the General and Special Conditions.

AGREEMENT (continued)

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the Proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

WILLIAMSON COUNTY, TEXAS
(OWNER)

BY: John C. Daehler
Party of First Part (Owner)

ATTEST:

Nancy E. Rister
County Secretary Clerk

CHASCO CONTRACTING
(CONTRACTOR)

BY: [Signature] CEO
Party of Second Part (Contractor)

ATTEST:

Susan A. Merum
Secretary, if Contractor is a
Corporation or otherwise registered
With the Secretary of State

(The following to be executed if the Contractor is a Corporation.)

I, _____, certify that I am the Secretary of the Corporation named as Contractor herein; that _____, who signed this Contract on behalf of the Contractor was then _____ (official title) of said Corporation, that said Contract was duly signed for and in behalf of said Corporation, that said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal



**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE AS AMENDED
BY THE 73RD TEXAS LEGISLATURE, 1993**

(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

That, **Chasco Contracting** (hereinafter called the Principal), as principal and **Hartford Fire Insurance Company**, a corporation organized and existing under the laws of the State of **Connecticut**, with its principal office in the City of **Hartford** (hereinafter called the Surety), as Surety, are held and firmly bound unto **Williamson County** (hereinafter called the Obligee) in the amount of **One Million Sixty Thousand Six Hundred Forty Five & 70/100** Dollars (**\$1,060,645.70**), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the day of _____, 19____, to **Construction of Twin Lakes Park- Trailhead Parking and YMCA Site Improvements** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this
9th day of October, 192003.

Witness:

(If Individual or Firm)

Attest:

(If Corporation)

Chasco Contracting

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Principal

By:

(SEAL)

Hartford Fire Insurance Company

(SEAL)

Surety

By:

Robert J. Nitsche

Attorney-in-Fact



Bond No. 65BCSBW4781

**STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE AS AMENDED
BY THE 73RD TEXAS LEGISLATURE, 1993**

(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

That, **Chasco Contracting**
(hereinafter called the Principal), as principal, and **Hartford Fire Insurance Company**, a corporation organized and existing under the laws of the State of Connecticut, with its principal office in the City of **Hartford** (hereinafter called the Surety), as Surety, are held and firmly bound unto **Williamson County** (hereinafter called the Oblige) in the amount of **One Million Sixty Thousand Six Hundred Forty Five & 70/100** Dollars (\$ 1,060,645.70), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____ day of _____, 19____, to **Construction of Twin Lakes Park- Trailhead Parking and YMCA Site Improvements, Phase I** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 9th day of October, 19 2003.

Witness:

(If Individual or Firm)

Attest:

(If Corporation)

Chasco Contracting (SEAL)

(SEAL)

(SEAL)

(SEAL)
Principal

By: _____ (SEAL)

Hartford Fire Insurance Company (SEAL)
Surety

By: _____

Robert J. Nitsche

Attorney-in-fact

POWER OF ATTORNEY**THE HARTFORD**HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

<input checked="" type="checkbox"/> Hartford Fire Insurance Company	Twin City Fire Insurance Company <input type="checkbox"/>
<input checked="" type="checkbox"/> Hartford Casualty Insurance Company	Hartford Insurance Company of Illinois <input type="checkbox"/>
<input type="checkbox"/> Hartford Accident and Indemnity Company	Hartford Insurance Company of the Midwest <input type="checkbox"/>
<input type="checkbox"/> Hartford Underwriters Insurance Company	Hartford Insurance Company of the Southeast <input type="checkbox"/>

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, *up to the amount of unlimited*:

Robert J. Nitsche, David P. Ferguson, Violet Frosch, Nina Smith, Robert K. Nitsche
of
Giddings, TX

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

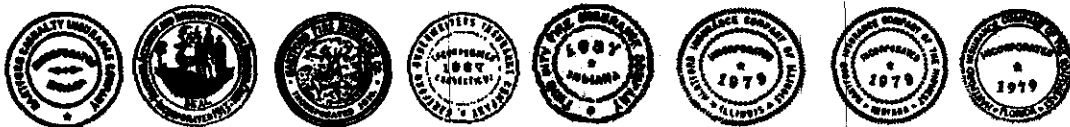
Jean H. Wozniak

Jean H. Wozniak
Notary Public
My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of

Signed and sealed at the City of Hartford.

October 9, 2003



Colleen Mastrolanni

Colleen Mastrolanni, Assistant Vice President



IMPORTANT NOTICE TO OBLIGEEES/POLICYHOLDERS - TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that, under the recently enacted Terrorism Risk Insurance Act of 2002, effective November 26, 2002, we must make terrorism coverage available in your policy/bond. However, the actual coverage provided by your policy/bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provisions of your policy/bond, any endorsements to the policy/bond and generally applicable rules of law.

Any terrorism coverage provided by this policy/bond is partially reinsured by the United States of America under a formula established by Federal Law. Under this formula, the United States will pay 90% of covered terrorism losses exceeding a statutorily-established deductible paid by sureties/insurers until such time as insured losses under the program reach \$100 billion. If that occurs, Congress will determine the procedures for, and the source of, any payments for losses in excess of \$100 billion.

You will not be required to pay a premium for terrorism coverage at this time. If, upon renewal of your policy/bond, a premium is going to be charged for terrorism coverage, we will provide you with notification of what that premium will be.

If you have a policy which includes Workers Compensation coverage for employees located in the State of New York, you will be receiving an additional notification regarding a premium charge, if any, that applies to terrorism coverage.

Client#: 10288

CHASCCONT

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
10/09/03

PRODUCER
Insurance Network of Texas
143 East Austin
Giddings, TX 78942-3299
979 542-3666

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Chasco Contracting
P.O. Box 1057
Round Rock, TX 78680

INSURER A: Zurich American IC/Zurich North Amer
INSURER B: American Guarantee&Liability/Zurich
INSURER C: American Zurich/Zurich North America
INSURER D: St. Paul Fire & Marine/St Paul Ins.
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CPO03994292	03/09/03	03/09/04	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> PD Ded:25,000				PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMPI/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY	TAP03994293	03/09/03	03/09/04	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS LIABILITY	AUC930991100	03/09/03	03/09/04	EACH OCCURRENCE \$20,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$20,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC350413344	03/09/03	03/09/04	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
D	OTHER Builder's Ri deductible	IM04200375	06/05/03	06/05/04	\$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Bond Amount \$1,060,645.70

Construction of Twin Lakes Park- Trailhead parking and YMCA Site Improvements.

CERTIFICATE HOLDER

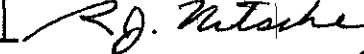
ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Williamson County
3151 S. E. Inner Loop
Georgetown, TX 78626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

WARRANTY BOND

BOND NUMBER _____ AMOUNT _____

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____ (hereinafter called the "Principal") as Principal, and the _____ a Corporation duly organized under the laws of the State of _____ and duly licensed to transact business in the State of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto **WILLIAMSON COUNTY, TEXAS** (hereinafter called the "Obligee"), in the sum of _____ dollars (\$ _____) for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

Sealed with our seals and dated this _____ day of _____, A.D. two thousand and _____.

WHEREAS, the said Principal has heretofore entered into a contract with _____

Dated _____, 20____, for construction of:

**Construction of Twin Lakes Park—Trailhead Parking
and YMCA Site Improvements, Phase I**

WHEREAS, the said Principal is required to guarantee the construction of all improvements installed under said contract, against defects in materials or workmanship, which may develop during the period of one (1) year(s) from the date of acceptance of the project above described, by Owner:

Williamson County

NOW, THEREFORE, THE CONDITIONS OF THE OBLIGATIONS IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period of one (1) year(s) from the date of acceptance of the project above described, by Owner:

WARRANTY BOND (continued)

Williamson County, Texas

OR shall pay over, make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

Principal_____
Surety

By: _____

By: _____

Title_____
Title_____
Address_____
Address**Resident Agent of Surety:**_____
Printed Name_____
Address_____
City, State & Zip Code_____
Signature

5.0 GENERAL CONDITIONS

GENERAL CONDITIONS OF AGREEMENT

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- 1.02 - Contract Documents
- 1.03 - Subcontractor
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General Conditions of Agreement

1.0 Definition of Terms

1.01 Owner, Contractor and Engineer

The Owner, the Contractor and the Engineer and those persons or organization identified as such in the Agreement and are referred to throughout the contract Documents as if singular in number and masculine in gender. The term Engineer means the Engineer or his duly authorized representative. The Engineer shall be understood to be the Engineer of the Owner, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer and the Contractor.

1.02 Contract Documents

The Contract Documents shall consist of the Notice to Contractors, Instructions to Bidders, Proposal, Signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of the Agreement, Special Conditions, Technical Specifications, Plans and all modifications thereof incorporated in any of documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of Contract documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Contractors, Technical Specifications, Plans, and General Conditions of Agreement.

1.03 Subcontractor

The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.04 Sub-subcontractor

The term Sub-Subcontractor means one who has a direct or indirect contract with a subcontractor to perform any of the work at the site and includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.05 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.06 Work

The Contractor shall provide and pay for all materials, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

1.07 Extra Work

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the Engineer or Owner to be done by the Contractor to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor's Proposal, except as provided under "Changes and Alteration," herein.

1.08 Working Day

A "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the Contractor, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.09 Calendar Day

"Calendar Day" is any day of the week or month, no days being excepted.

1.10 Substantially Completed

By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

2.0 Responsibilities of the Engineer and the Contractor

2.01 Owner-Engineer Relationship

The Engineer will be the Owner's representative during construction. The duties, responsibilities and limitations of authority of the Engineer as the Owner's representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the Owner and Engineer. The Engineer will advise and consult with the Owner, and all of Owner's instructions to the Contractor shall be issued through the Engineer.

2.02 Professional Inspection by Engineer

The Engineer shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Engineer shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the Engineer shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the Contractor, any Subcontractor or any of the Contractor's or Subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

2.03 Payments for Work

The Engineer shall review Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and recommend, in writing, payment to Contractor in such amounts; such recommendation of payment to Contractor constitutes a representation to the Owner of Engineer's professional judgement that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such recommendation of an application for payment to Contractor shall not be deemed as a representation by Engineer that Engineer has made any examination to determine how or for what purpose Contractor has used the moneys paid on account of the Contract price.

2.04 Initial Determinations

The Engineer initially shall determine all claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the Contract Documents and the Engineer's decision shall be rendered in writing within a reasonable time, which shall not be construed to be less than ten (10)

days. Appeal to arbitration upon mutual agreement may be taken as if his decision had been rendered against the party appealing.

2.05 Objections

In the event the Engineer renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with the Engineer within thirty (30) days his written objection to the decision, and by such action may reserve the right to submit the question so raised to arbitration as hereinafter provided.

2.06 Lines and Grades (Not Construction Staking)

Unless otherwise specified, all lines and grades shall be furnished by the Engineer or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The contractor shall give the Engineer ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the Contractor's expense.

2.07 Contractor's Duty and Superintendence

The Contractor shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent English-speaking superintendent and any necessary assistants to supervise and direct the work. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the Owner and Engineer being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the Contractor shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection and safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the Engineer shall not be interpreted as requiring or allowing Contractor to deviate from the plans and specifications, the intent of such drawings, specifications and any other such information being to define with specificity the agreement of the parties as to the work the Contractor is to perform. Contractor shall be fully and completely liable, at his own expense, for design, construction,

installation and use, or non-use of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the Engineer or Owner, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the Contractor to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling Contractor to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of his work on the project, including but not limited to the propriety of means and methods of the Contractor in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Engineer, or any of his representatives, whether called to the contractor's attention or not shall in no way relieve Contractor from his responsibility to complete all work in accordance with said plans and specifications.

2.08 Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way effect the work under this contract. The Contractor agrees that he will make no claim against the Owner or the Engineer if, in the prosecution of the work, he finds that the actual site or subsurface conditions encountered do not conform to those indicated by excavation, test excavation, test procedures, borings, explorations or other subsurface excavations. No verbal agreement or conversation with any officer, agent or employee of the Owner or Engineer either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2.09 Character of Workers

The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the Engineer shall inform him in writing that any workers on the work are, in his opinion, incompetent, unfaithful or disorderly, or refuse instructions from the Engineer in the absence of the Superintendent, such worker shall be discharged from the work and shall

not again be employed on the work without the Engineer's written consent. No illegal alien may be employed by any Contractor for work on this project, and a penalty of \$500.00 per day will be assessed for each day and for each illegal alien who works for the Contractor at this project.

2.10 Contractor's Buildings

The building of structures for housing workers, or the erection of tents or other forms of protection, will be permitted only at such places as the Engineer shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the Engineer.

2.11 Sanitation

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the Engineer, and their use shall be strictly enforced.

2.12 Shop Drawings

The Contractor shall submit to the Engineer, with such promptness as to cause no delay in his own work or in that of any other Contractor, four (4) checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the Engineer shall pass upon them with reasonable promptness, making desired corrections. The Contractor shall make any corrections required by the Engineer, file with him two (2) corrected copies and furnish such other copies as may be needed. The Engineer's review of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the Contractor's responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the Engineer shall be for the sole purpose of determining the general conformity of said shop drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the Contractor of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the Engineer does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during Contractor's performance hereunder.

2.13 Preliminary Approval

The Engineer shall not have the power to waive the obligations of this contract for the furnishing by the Contractor of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the Engineer to discover, object to or condemn any defective work or material shall release the Contractor from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the Engineer shall, upon request of the Contractor, inspect and accept or reject any material furnished, and in event the material has been once accepted by the Engineer, such acceptance shall be binding on the Owner, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the Engineer, prior to final acceptance, and if found not in accordance with the plans and/or specifications for said work, all expense of removing, re-examination and replacement shall be borne by the Contractor, otherwise the expense thus incurred shall be allowed as Extra Work, and shall be paid for by the Owner; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the Contractor proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the Engineer.

2.14 Defects and Their Remedies

It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the Engineer as unsuitable or not in conformity with the plans, specifications, or the intent thereof, the Contractor shall after receipt of written notice thereof from the Engineer, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

2.15 Changes and Alterations

The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment". If the amount of work is increased, and the work can fairly be classified under

the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 5 "Measurement and Payment"; otherwise, such additional work shall be paid for as provided under Extra Work. In case the Owner shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the Owner shall recompense the Contractor for any material or labor so used, and for any actual loss occasioned by such change, due to actual expense incurred in preparation for the work as originally planned.

2.16 Inspectors

The Engineer may provide one (or more) field inspectors at the work site for the limited purpose of observing the work in progress and reporting back to the Engineer on the extent, nature, manner and performance of the work so that the Engineer may more effectively perform his duties hereunder. Such inspectors may also communicate between Engineer and Contractor their respective reports, opinions, questions, answers and clarifications concerning the plans, specifications and work but shall not be deemed the agent of the Contractor for all purposes in communicating such matters.

Such inspector may confer with the Contractor or Contractor's superintendent concerning the prosecution of the work and its conformity with the plans and specifications but shall never be, in whole or part, responsible for, charged with, nor shall he assume, any authority or responsibility for the means, methods or manner of completing the work or of the superintendence of the work or of the Contractor's employees. It is expressly understood and agreed that any such inspector is not authorized by the Engineer or Owner to independently act for either or answer on behalf of either, any inquiries of the Contractor concerning the plans, specifications or work. No inspector's opinion; advice; interpretation of the plans or specifications of this contract; apparent or express approval of the means, methods or manner of Contractor's performance of work in progress or completed; or discovery or failure to discover or object to defective work of materials shall release Contractor from his duty to complete all work in strict accordance with the plans and specifications or stop the Owner or Engineer from requiring that all work be fully and properly performed including, if necessary, removal of defective or otherwise unacceptable work and the re-doing of such work.

3.0 General Obligations and Responsibilities

3.01 Keeping of Plans and Specifications Accessible

The Engineer shall furnish the Contractor with an adequate and reasonable number of copies of all plans and specifications without expense to him and the Contractor shall keep one (1) copy of the same constantly accessible on the work, with the latest revisions noted thereon.

3.02 Ownership of Drawings

All drawings, specifications and copies thereof furnished by the Engineer shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the Owner.

3.03 Adequacy of Design

It is understood that the Owner believes it has employed competent engineers and designers. It is therefore agreed that the Owner shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the Contractor has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the Owner. The burden of proof of such compliance shall be upon the Contractor to show that he has complied with the said requirements of the Contract Documents, approved modification thereof and all approved additions and alterations thereto.

3.04 Right of Entry

The Owner reserves the right to enter the property or location of which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said Owner may desire.

3.05 Collateral Contracts

The Owner agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said Contractor, except where such delays are specifically mentioned elsewhere in the Contract Documents. The Owner will attempt to coordinate the collateral work of utility companies regulated by City franchises, but Williamson County shall not be responsible for delays or other damages to the Contractor which may result from their acts or omissions.

3.06 Discrepancies and Omissions

The Contractor shall provide written notice to the Engineer of any omissions or discrepancies found in the contract. It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice for construction, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern.

In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the Engineer shall define which is intended to apply to the work.

3.07 Equipment, Materials and Construction Plant

The Contractor shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the Contractor has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

3.08 Damages

In the event the Contractor is damaged in the course of completion of the work by the act, neglect, omission, mistake or default of the Owner or Engineer, thereby causing loss to the Contractor, the Owner agrees that he will reimburse the Contractor for such loss. In the event the Owner is damaged in the course of the work by the act, negligence, omission, mistake or default of the Contractor, or should the Contractor unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the Owner becomes liable, then the Contractor shall reimburse the Owner for such loss.

3.09 Protection Against Accident to Employees and the Public

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at his discretion as an independent contractor.

In the event there is an accident involving injury to any individual on or near the work, the Contractor shall immediately notify the Owner and Engineer of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining of medical reports and other documentation that defines the event. Copies of such documentation shall be provided to the Owner and the Engineer for their records.

3.10 Performance and Payment Bonds

Unless otherwise specified, it is further agreed by the Parties to the Contract that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred (100%) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantee required, and further guaranteeing payment to all persons supplying labor and materials or furnishing

him any equipment in the execution of the Contract. If the contract price is \$25,000.00 or less no payment or performance bond shall be required. It is agreed that the Contract shall not be in effect until such performance and payment bond are furnished and approved by the Owner.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the price bid by the Contractor for the work under this Contract, and no extra payment for such bonds will be made by the Owner.

Unless otherwise approved in writing by the Owner, the surety company underwriting the bonds shall be licensed to write such bonds in the State of Texas.

3.11 Losses from Natural Causes

Unless otherwise specified, all loss or damage to the Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

3.12 Protection of Adjoining Property

The said Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The Contractor agrees to indemnify, save and hold harmless the Owner and Engineer against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract regardless of whether or not it is caused in part by a party indemnified hereunder, but any such indemnity shall not apply to any claim of any kind arising solely out of the existence or character of the work.

3.13 Protection Against Claims of Subcontractors, Laborers, Materialmen and Furnishers of Machinery, Equipment and Supplies

The Contractor agrees that he will indemnify and save the Owner and Engineer harmless from all claims growing out the lawful demands of Subcontractors, laborers, workers, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the Owner, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the Owner may at the option of the Contractor either pay directly any unpaid bills, of which the Owner has written notice, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably

sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the Contractor shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the Owner by either the Contractor or his Surety.

3.14 Protection Against Royalties or Patented Invention

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letter patent or copyright by suitable legal agreement with the patentee or owner. The contractor shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the Owner and Engineer harmless from any loss on account thereof, except that the Owner shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then Contractor shall indemnify and save Owner harmless from any loss on account thereof. If the material or process specified or required by the Owner is known by the Contractor to be an infringement, the Contractor shall be responsible for such loss unless he promptly gives such information to the Owner.

3.15 Laws and Ordinances

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinance and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the Owner and Engineer against any claim arising from the violation of any such laws, ordinances, and regulations whether by the Contractor or his employees, except where such violations are called for by the provisions of the Contract Documents. If the Contractor observes that the plans and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be prepared as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom. In case the Owner is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the Owner may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

3.16 Assignment and Subletting

The Contractor further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the Engineer, and that no part or feature of the work will be sublet to anyone objectionable to the Engineer or the Owner. The Contractor further agrees that the subletting of any portion or feature of the

work, or materials required in the performance of this contract, shall not relieve the Contractor from his full obligations to the Owner, as provided by this Agreement.

3.17 Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner and the Engineer and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgements and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

1. Is attributable to bodily injury, sickness, disease or death to any person including Contractor's employees and any Subcontractor's employees and any Sub-Subcontractor's employees or to injury to or destruction of tangible property including Contractor's property (other than the work itself) and the property of any Subcontractor of Sub-Subcontractor including the loss of use resulting therefrom; and,
2. Is caused in whole or in part by any intentional or negligent act or omission of the Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the Contractor under this Paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation of maps, plans, reports, surveys, Change Orders, designs or specifications, or the approval of maps, plans, reports, surveys, Change Orders, designs or specifications or the issuance of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such is the sole cause of the injury or damage.

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, any Sub-Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 3.17 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18 Insurance

The Contractor shall carry insurance as follows for the duration of this contract.

- A. Statutory Workmen's Compensation.

Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096 -includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project. This coverage shall include the following terms:

- (a) Employer's Liability limits of \$100,000.00 for each accident is required.
- (b) "Texas Waiver of Our Right to Recover From Others" Endorsement WC 42 03 04 shall be included in this policy.
- (c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: As States except those listed in 3A and the States of NV, ND, OH, WA, WV, and WY.

The Contractor *must* provide a certificate of coverage to the governmental entity *prior* to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the

coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (b) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts of filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the

project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after the receipt of notice of breach from the governmental entity.

- B. Comprehensive General Liability Insurance with minimum Bodily Injury limits of \$300,000 for each occurrence including like coverage for acts and omissions of Subcontractors and contractual liability coverage.
- C. Property Damage Insurance with minimum limits of \$50,000 for each occurrence including like coverage for acts and omissions of Subcontractors and contractual liability coverage.

- D. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000 for each person and \$300,000 for each occurrence and Property Damage minimum limits of \$50,000 for each occurrence. Contractor shall require subcontractors to provide Automobile Liability Insurance with same minimum limits.

The Contractor shall not commence work at the site under this contract until he has obtained all required insurance and until such insurance has been approved by the Owner and Engineer. The Contractor shall not allow any Subcontractors to commence work until all insurance required has been obtained and approved. Approval of the insurance by the Owner and Engineer shall not relieve or decrease the liability of the contractor hereunder.

The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner and all insurance (other than Workmen's compensation) shall be endorsed to include the Owner as an additional insured thereunder.

The Contractor shall not cause any insurance to be cancelled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until ten (10) days after the Owner has received written notice as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the operations to which the insurance applies, the expiration date, and the above mentioned notice of cancellation clause.

3.19 Final Clean-up

Upon the completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition at least equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

In the event Contractor fails or refuses to clean and remove surplus materials and debris as above provided, the Owner or Engineer may do so, or cause same to be done, at the Contractor's expense and the reasonable cost thereof shall be deducted from the final payment.

3.20 Guarantee Against Defective Work

The contractor warrants the materials and workmanship and that the work is in conformance with the plans and specifications included in this contract for a period of one year from the

date of acceptance of the project. Said warranty binds the contractor to correct any work that does not conform with such plans and specifications or any defects in workmanship or materials furnished under this contract which may be discovered within the said one year period. The Contractor shall at his own expense correct such defect within thirty days after receiving written notice of such defect from the Owner or Engineer by repairing same to the condition called for in the contract documents and plans and specifications. Should the Contractor fail or refuse to repair such defect within the said thirty day period or to provide acceptable assurances that such repair work will be completed within a reasonable time thereafter, the Owner may repair or cause to be repaired any such defect at the Contractor's expense.

3.21 Testing of Materials

Unless otherwise specified, testing of all materials to be incorporated into the project will be as directed by the Engineer at the expense of the Owner. All retesting for work rejected on the basis of test results will be at the expense of the Contractor and the extent of the retesting shall be determined by the Engineer. The Engineer may require additional testing for failing tests and may require two passing retests before acceptance will be made by the Owner. The testing laboratory will be designated by the Owner.

All materials to be incorporated into the project must meet the requirements of these specifications. For manufactured materials such as reinforcing steel, expansion joint materials, concrete pipe, cement, miscellaneous steel, cast iron materials, etc., the Contractor will be required to furnish a manufacturer's certificate stating that the material meets the requirements specified for this project.

3.22 Wage Rates (Information From Chapter 2258 Texas Government Code Title 10)

2288.021. Duty of Government Entity to Pay Prevailing Wage Rates

- a. The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
 - (3)
- b. Subsection (a) does not apply to maintenance work.
- c. A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

2258.023. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty

- a. The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- b. A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a Contract shall specify this penalty in the contract.
- c. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates, and specify the rates in the contract as provided by Section 2258.022.
- d. The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- e. A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

2258.051. Duty of Public Body to Hear Complaints and Withhold Payment

A public body awarding a contract, and an agent or officer of the public body, shall:

1. take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
2. withhold money forfeited or required to be withheld under this Chapter from the payments to the contractor under the contract, except that, the public body may not withhold money from other than the final payment without determination by the public body that there is good cause to believe that the contractor has violated this chapter.

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Applicable wage rates are shown in Section 06 - WAGE RATES of the SPECIAL CONDITIONS.

4.0 Prosecution and Progress

4.01 Time and Order of Completion

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal: provided, also, that when the Owner is having other work done, either by contract or by his own force, the Engineer may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the Owner shall be harmonized.

The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the Work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

4.02 Extension of Time

Should the Contractor be delayed in the completion of the work by any act or neglect of the Owner or Engineer, or of any employee of either, or by other contractors employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, or by any cause which the Engineer shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the Engineer, provided, however, that the Contractor shall give the Engineer prompt notice in writing of the cause of such delay. Adverse weather conditions will not be justification for extension of time on "Calendar Days" contracts.

4.03 Hindrances and Delays

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of and for the convenience of the Owner) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the Owner, then such expense as in the judgment of the Engineer is caused by such stoppage of said work shall be paid by the Owner to the Contractor.

5.0 Measurement and Payment

5.01 Quantities and Measurements

No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

5.02 Estimated Quantities

This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than, or 20% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to revised consideration upon the portion of the work above or below 20% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) percent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work".

5.03 Price of Work

In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the Contractor, and on the completion of all work and on the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the Owner agrees to pay the Contractor the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The Contractor hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly

performing the same and the whole thereof in the manner and according to this Agreement.

5.04 Partial Payments

On or before the 1st day of each month, the Contractor shall submit to the Engineer a statement showing the total value of the work performed up to and including the 25th day of the preceding month. The statement shall also include the value of all sound materials delivered on the job site and to be included in the work and all partially completed work whether bid as a lump sum or a unit item which in the opinion of the Engineer is acceptable. The Engineer shall examine and approve or modify and approve such statement.

The Owner shall then pay the Contractor on or before the 20th day of the current month the total amount of the approved statement, less 10 percent of the amount thereof, which 10 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, and Owner may - upon written recommendation of the Engineer - pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor at the Owner's option, may be relieved of the obligation to fully complete the work and, thereupon, the Contractor shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment".

5.05 Use of Completed Portions

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Engineer may determine.

The Contractor shall notify the Engineer when, in the Contractor's opinion, the contract is "substantially completed" and when so notifying the Engineer, the Contractor shall furnish to the Engineer in writing a detailed list of unfinished work. The Engineer will review the Contractor's list of unfinished work and will add thereto such items as the Contractor has failed to include. The "substantial completion" of the structure or facility shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

5.06 Final Completion and Acceptance

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect

the work and within said time, if the work be found to be completed in accordance with the Contract Documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion, and thereupon it shall be the duty of the Owner to issue a Certificate of Acceptance of the work to the Contractor or to advise the Contractor in writing of the reason for non-acceptance.

5.07 Final Payment

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement for the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the Owner, who shall pay to the Contractor on or before the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the Contractor under the terms of this contract; and said payment shall become due in any event upon said performance by the Contractor. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

5.08 Payments Withheld

The Owner may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- a) Defective work not remedied or other obligations hereunder not done.
- b) Claims filed or reasonable evidence indicating probable filing of claims.
- c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d) Damage to the Owner or another contractor's work, material or equipment.
- e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- f) Reasonable indication that the work will not completed within the contract time.
- g) Other causes affecting the performance of the contract.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 Delayed Payments

Should the Owner fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is due, then the Owner shall pay to the Contractor, in addition to the sum shown as due by such statement, interest thereon at the rate of 6% per annum, unless otherwise specified, from date due as provided under 'partial payments' and final 'payments,' until fully paid, which shall fully liquidate any injury to the Contractor growing out of such delay in payment. It is expressly agreed that delay by the Owner in making payment to the Contractor of the sum named in any partial or final statement shall not constitute a breach of this contract on the part of the Owner nor an abandonment thereof nor shall it to any extent or for any time relieve the Contractor of his obligations to fully and completely perform hereunder.

6.0 Extra Work and Claims

6.01 Change Orders

Without invalidating this Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the Engineer for execution by the Owner and the Contractor. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the Contractor shall refuse to execute a Change Order which has been prepared by the Engineer and executed by the Owner, The Engineer may in writing instruct the Contractor to proceed with the work as set forth in the Change Order and the Contractor may make claim against the Owner for Extra Work involved therein, as hereinafter provided.

6.02 Minor Changes

The Engineer may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the Contractor believes that any minor change or alteration authorized by the Engineer involves Extra Work and entitles him to an increase in the Contract Price, the Contractor shall make written request to the Engineer for a written Field Order.

In such case, the Contractor by copy of his communication to the Engineer or otherwise in writing shall advise the Owner of his request to the Engineer for a written Field Order and that work involved may result in an increase in the Contract Price.

Any request by the Contractor for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

6.03 Extra Work

It is agreed that the basis of compensation to the Contractor for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by the unit prices upon which this contract was bid to the extent such work can be fairly classified within the various work item descriptions and for work items that cannot be so classified by one or more of the following methods:

Method (A)

By agreed unit prices; or

Method (B)

By agreed lump sum; or

Method (C)

If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the Contractor shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the Contractor of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and, a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Owner, or by them agreed to. The Engineer may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the Engineer. The Engineer or Owner may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 per cent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) percent of the "actual field cost" to be paid the Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense,

and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the Engineer. In case any orders or instructions, either oral or written, appear to the Contractor to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the Engineer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the Engineer insists upon its performance, the Contractor shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The Contractor will thereby preserve the right to submit the matter of payment to arbitration, as hereinbelow provided.

6.04 Time of Filing Claims

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Engineer within thirty (30) days after the Engineer has given any directions, order or instruction to which the Contractor desires to take exception. The Engineer shall reply within thirty (30) days to such written exceptions by the Contractor and render his final decision in writing. In case the Contractor should appeal from the Engineer's decision, any demand for arbitration shall be filed with the Engineer and the Owner in writing within ten (10) days after the date of delivery to Contractor of the Engineer's final decision. It is further agreed that final acceptance of the work by the Owner and the acceptance by the Contractor of the final payment shall be a bar to any claims by either party, except claims by Owner for defective work or enforcement of warranties and except as noted otherwise in the contract documents.

6.05 Continuing Performance

The Contractor shall continue performance of the contract during all disputes or disagreements with the Owner. The production or delivery of goods, the furnishing of services and the construction of projects or facilities shall not be delayed, prejudiced or postponed pending resolution of any disputes or disagreements, except as the Owner may otherwise agree in writing.

6.06 Arbitration

All questions of dispute under this Agreement shall be submitted to arbitration at the request of either party to the dispute. The parties may agree upon one arbiter, otherwise, there shall be three, one named in writing by each party, and the third chosen by the two arbiters so selected; or if the arbiters fail to select a third within ten (10) days, he shall be chosen by a District Judge serving the County in which the major portion of the project is located, unless

otherwise specified. Should the party demanding arbitration fail to name an arbiter within ten (10) days of the demand, his right to arbitrate shall lapse, and the decision of the Engineer shall be final and binding on him. Should the other party fail to choose an arbiter within ten (10) days, the Engineer shall appoint such arbiter. Should either party refuse or neglect to supply the arbiters with any papers or information demanded in writing, the arbiters are empowered by both parties to take ex party proceedings.

The arbiters shall act with promptness. The decision of any two shall be binding on both parties to the contract. The decision of the arbiters upon any questions submitted to arbitration under this contract shall be a condition precedent to any right of legal action. The decision of the arbiter or arbiters may be filed in court to carry it into effect.

The arbiters, if they deem the case demands it, are authorized to award the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbiters shall fix their own compensation unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbiters must be made in writing.

7.0 Abandonment of Contract

7.01 Abandonment by Contractor

In case the Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the Owner, or the Engineer, or if the Contractor fails to comply with the orders of the Engineer, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.

After receiving said notice of abandonment the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the Owner or the Surety on the performance bond, or another contractor in completion of the work; and the Contractor shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the Owner may provide for completion of the work in either

of the following elective manners:

- (1) The Owner may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said Owner may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor, and expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor and/or his Surety shall pay the amount of such excess to the Owner, or
- (2) The Owner under competitive bids, taken after notice published as required by law, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case there is any increase in cost to the Owner under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than would have been the cost to complete under this contract, the Contractor and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the Contractor and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the Engineer as being correct, shall then be prepared and delivered to the Contractor and his Surety, whereupon the Contractor and/or his Surety, or the Owner as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the Owner had the work been completed by the Contractor under the terms of this contract; or when the Contractor and/or his Surety shall pay the balance shown to be due by them to the owner, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety. Should the cost to complete the work exceed the contract price, and the Contractor and/or his Surety fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall

be held at the risk of the Contractor and his Surety subject only to the duty of the Owner to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the Owner may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety. Such sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the Contractor or his Surety, to their proper owners. The books on all operations provided herein shall be opened to the Contractor and his Surety.

7.02 Abandonment by Owner

In case the Owner shall fail to comply with the terms of this contract, and should fail to comply with said terms within ten (10) days after written notification by the Contractor, then the Contractor may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the Contractor and have not been wrought into the work. And thereupon the Engineer shall make an estimate of the total amount earned by the Contractor, which estimate shall include the value of all work actually completed by said Contractor (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Contractor to carry the whole work to completion and which cannot be utilized. The Engineer shall then make a final statement of the balance due the Contractor by deducting from the above estimate all previous payments by the Owner and all other sums that may be retained by the Owner under the terms of this Agreement and shall certify same to the Owner who shall pay to the Contractor on or before thirty (30) days after the date of the notification by the Contractor the balance shown by said final statement as due the Contractor, under the terms of this Agreement.

8.0 Subcontractors

8.01 Award of Subcontracts for Portions of the Work

Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Engineer in writing for acceptance by the Owner and the Engineer a list of the names of the Subcontractors proposed for the principal portions of the work. The Engineer shall promptly notify the Contractor in writing if either the Owner or the Engineer, after due investigation, has reasonable objection to any Subcontractor on such list and does not accept him. Failure of the Owner or Engineer to make objection promptly to any Subcontractor on the list shall constitute acceptance of such Subcontractor.

The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the work designated in the Contract Documents or in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the work who has been rejected by the Owner and the Engineer. The Contractor will not be required to contract with any Subcontractor or person or organization against whom he has a reasonable objection.

If the Owner or Engineer refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Instructions to Bidders, the Contractor shall submit an acceptable substitute and the Contract amount shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract amount shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents or the Instructions to Bidders.

If the Owner or the Engineer requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract amount shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.

The Contractor shall not make any substitution for any Subcontractor or person or organization who has been accepted by the Owner and the Engineer, unless the substitution is acceptable to the Owner and the Engineer.

8.02 Subcontractual Relations

All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- (1) preserve and protect the rights of the Owner and Engineer under the Contract with respect to the work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- (2) require that such work be performed in accordance with the requirements of the Contract Documents;
- (3) require submission to the Contractor of the applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with this contract;
- (4) require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the work shall

be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

- (5) obligate each subcontractor specifically to consent to the provisions of this section.

A copy of all such Subcontract Agreements shall be filed by the Contractor with the Engineer before the Subcontractor shall be allowed to commence work.

8.03 Payments to Subcontractors

The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount directly based upon the value of the work performed and allowed to the Contractor on account of such Subcontractor's work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his subcontractors.

If the Engineer fails to approve a payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay the Subcontractor on demand, made at any time after the Certificate for Payment should otherwise have been issued, for his work to the extent completed, less the retained percentage.

The Engineer may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.

Neither the Owner nor the Engineer shall have any obligation to pay or to see to the payment of any moneys to such Subcontractor except as may otherwise be required.

9.0 Separate Contracts

9.01 Owner's Right to Award Separate Contracts

The Owner reserves the right to award other contracts in connection with other portions of the project under these or similar conditions of the Contract.

When separate contracts are awarded for different portions of the Project, "The Contractor" in the contract documents in each case shall be the contractor who signs each separate contract.

9.02 Mutual Responsibility of Contractors

The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

Should the Contractor cause damage to the work or property of any separate contractor on the project, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.

9.03 Cutting and Patching under Separate Contracts

The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete his work except as otherwise specifically provided in the Contract Documents.

The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Engineer.

Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

10.0 Protection of Persons and Property

10.01 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

10.02 Safety of Persons and Property

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- (1) all employees on the work and all other persons who may be affected thereby:
- (2) all the work and all materials and equipment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-Subcontractors; and
- (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

All Blasting, including methods of storing and handling explosives and highly inflammable materials, shall conform to Federal, State, Local Laws and Ordinances. All City Ordinances shall be complied with even though some or all of the blasting is done outside the City Limits unless the applicable Ordinance is in conflict with the law of the jurisdiction where the action is being taken.

The following is a list of requirements in addition to Federal, State, and Local Laws and Ordinances.

1. The Contractor shall furnish Williamson County with a Certificate of Blasting Insurance in the amount of \$300,000.00 for each contract, at least twenty-four hours prior to using explosives. A blasting permit must be obtained from Williamson County at least five (5) days prior to use of explosives. If Blasting is covered under the Contractors General Insurance Certificate for each contract, a separate blasting certificate will not be required.
2. The following public utility companies and City Department will be notified by the Contractor, on every occasion, at least twenty-four (24) hours prior to the use of explosives: Water and Wastewater, Electric, Gas, Telephone and

the Williamson County Engineering Department.

3. Explosive materials to be used shall be limited to blasting agents and dynamite, unless prior approval of other materials is obtained in writing from the Engineering Department.
4. During blasting, all reasonable precautions shall be taken to protect pedestrians, passing vehicles, and public or private property. Blasting mats or protective cover shall be used when required by the Williamson County Inspector, the permit, or by safe blasting practices.
5. All explosives shall be stored in accordance with Chapter 5, Section 5.200, of the City Code.
6. The Director of Engineering or his representative shall have the right to limit the use of explosives and/or blasting methods which in his opinion are dangerous to the public or nearby property of any kind.
7. The Contractor, at his expense, shall promptly repair or replace all items known to be damaged as a result of blasting. All claims of damage shall be investigated by Williamson County or by Consulting Firms approved by Williamson County.
8. The Contractor shall maintain accurate records throughout the Blasting operations showing the type explosive used, number of holes, pounds per hole, depth of hole, total pounds per shot, delays used, date and time of blast and initials of the Inspector. The Contractor is fully responsible for all claims resulting from his blasting operation.

All damage or loss to any property referred to in this article caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable solely to faulty Drawings or Specifications or solely to the acts or omissions of the Owner or Engineer or anyone employed by either of them, and not attributable in any degree to the fault or negligence of the Contractor.

The contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

10.03 Location and Protection of Utilities

Notwithstanding any other provision of this contract, the Contractor shall be solely

responsible for the location and protection of any and all public utility lines and utility customer service lines in the work area. The Contractor shall exercise due care to locate and to mark, uncover or otherwise protect all such lines in the construction zone and any of the Contractor's work or storage areas. Upon request, the Owner shall provide such information as it has about the location and grade of water, sewer, gas, and telephone and electric lines and other utilities in the work area but such information shall not relieve or be deemed to be in satisfaction of the Contractor's obligation hereunder, which shall be primary and nondelegable. Any such lines damaged by the Contractor's operations shall be immediately repaired by the Contractor or he shall cause such damage to be repaired at his expense.

6.0 SPECIAL CONDITIONS

1.0 INFORMATION

1.01 ENGINEER

The word "Engineer" in these Specifications shall be understood as referring to Baker-Aicklen & Associates, Inc., 405 Brushy Creek Road, Cedar Park, Texas 78613, Engineer of the Owner, or the Engineer's authorized representative to act in any particular position for the Owner.

1.02 COPIES OF PLANS AND SPECIFICATIONS FURNISHED

The Agreement will be prepared in not less than five (5) counterpart (original signed) sets. Owner will furnish Contractor two (2) sets of conforming Contract Documents and Specifications and four (4) sets of Plans free of charge, and additional sets will be obtained from the Engineer at commercial reproduction rates plus 20% for handling.

1.03 GOVERNING CODES

All construction as provided for under these Plans and Specifications shall be governed by any existing Resolutions, Codes and Ordinances, and any subsequent amendments or revisions thereto as set forth by the Owner.

1.04 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

The Contractor agrees that time is of the essence for this Contract and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, so that for each day of delay beyond the number days of herein agreed upon for the completion of the work herein specified and contracted for, after due allowance for such extension of time as is provided for under the provisions of Section 4.02 of the General Conditions, the Owner may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum of **\$500.00 per calendar day.**

1.05 LOCATION

The location of work shall be as mentioned in the Notice to Bidders and as indicated on Plans.

1.06 USAGE OF WATER

All water used during construction shall be provided by the Contractor. The Contractor shall specify the location from which the Contractor is to procure water. The Contractor shall be responsible for providing all apparatus necessary for procuring, storing, transporting and using water during construction. The Contractor shall strive to use that

shall endeavor to avoid excessive waste. The Contractor will be required to pay for all water used if it is found that unnecessary or excessive waste is occurring during construction.

1.07 SCHEDULE OF VALUES

Add to Section 5.04 Partial Payments.

"Before the first application for payment, the Contractor shall submit to the Engineer a Schedule of Values of various parts of the work, aggregating to the total sum of the Contract, divided so as to facilitate payments to subcontractors, supported by such evidence as the Engineer may direct. Each item in the Schedule of Values shall include its proper prorated share of overhead and profit. This Schedule, when approved by the Engineer, shall be used as a basis for partial payments."

1.08 PAY ESTIMATES

If pay estimates from the Contractor are not received by the Engineer on or before the time specified in Section 5.04 of the General Conditions, then the pay estimate will not be processed and will be returned to Contractor.

2.0 SPECIAL CONSIDERATIONS

2.01 CROSSING UTILITIES

Prior to commencing the work associated with this contract, it shall be the Contractor's responsibility to make arrangements with the Owners of such utility companies to uncover their particular utility lines or otherwise confirm their location. Certain utility companies perform such services at their own expense, however, where such is not the case, the Contractor will cause such work to be done at his own expense.

2.02 UTILITY SERVICES FOR CONSTRUCTION

The Contractor will be responsible for providing his own utility services while performing the work associated with this contract. No additional payment will be made for this item.

2.03 GUARANTEES

The Contractor warrants the materials and workmanship and that the work is in conformance with the plans and specifications included in this contract for the period that the Maintenance Bond, as outlined in Section 04 of the Special Conditions, is in effect. Upon notice from Owner, the Contractor shall repair defects in all construction or materials which develop during specified period and at no cost to Owner. Neither final acceptance, Certificate of Completion, final payment nor any provision in Contract Documents relieves Contractor of above guarantee. Notice of observed defects will be given with reasonable

promptness. Failure to repair or replace defect upon notice entitles Owner to repair or replace same and recover reasonable cost thereof from Contractor.

2.04 MINIMUM WAGE SCALE

Contractors are required to pay prevailing wage rates to laborers, workmen and mechanics employed on behalf of Williamson County engaged in the construction of public works. The wage rate for these jobs shall be the general prevailing wage rates for work of a similar character. This applies to Contractors and Subcontractors. The Contractors and Subcontractors shall keep and make available records of workers and their wages. Contractors and Subcontractors shall pay the prevailing wage rates as adopted by the Owner. There is a statutory penalty of \$60.00 per worker per day or portion of a day that the prevailing wage rate is not paid by the Contractor or any Subcontractor.

2.05 LIMIT OF FINANCIAL RESOURCES

The Owner has a limited amount of financial resources committed to this Project; therefore, it shall be understood by all bidders that the Owner may be required to change and/or delete any items which he may feel is necessary to accomplish all or part of the scope of work within its limit of financial resources. Contractor shall be entitled to no claim for damages or anticipated profits on any portion of work that may be omitted. At any time during the duration of this contract, the Owner reserves the right to omit any work from this contract. Unit prices for all items previously approved in this contract shall be used to delete or add work per change order.

2.06 CONSTRUCTION REVIEW

The Owner shall provide a project representative to review the quality of materials and workmanship.

2.07 LIMITS OF WORK AND PAYMENT

It shall be the obligation of the Contractor to complete all work included in this Contract, so authorized by the Owner, as described in the contract documents and technical specifications. All items of work not specifically paid for in the bid proposal shall be included in the lump sum bids. Any question arising as to the limits of work shall be left up to the interpretation of the Engineer.

2.08 PAYMENT FOR MATERIALS ON HAND

Owner will not pay for materials on hand. Payment will be made for work completed in accordance with monthly estimate procedure stipulated in the General Conditions of the Agreement.

2.09 "RECORD DRAWINGS"

The Contractor shall mark all changes and revisions on all of his copies of the working drawings during the course of the Project as they occur. Upon completion of the Project and prior to final acceptance and payment, the Contractor shall submit to the Engineer one set of his working drawings, dated and signed by himself and his project superintendent and labeled as "RECORD DRAWINGS", that shows all changes and revisions outlined above and that shows field locations of all above ground appurtenances including but not limited to valves, fire hydrants and manholes. These record drawings shall become the property of the Owner. Each appurtenance shall be located by at least two (2) horizontal distances measured from existing, easily identifiable, immovable appurtenances such as fire hydrants or valves. Property pins can be used for as-builts tie-ins provided no existing utilities as previously described are available. Costs for delivering as-built drawings shall be subsidiary to other bid items.

2.10 LAND FOR WORK

Owner provides, as indicated on Drawings, land upon which work is to done, right-of-way for access to same and such other lands which are designated for use of Contractor. Contractor provides, at his expense and without liability of Owner, any additional land and access thereto that may be required for his construction operations, temporary construction facilities, or for storage of materials.

2.11 DEVIATIONS OCCASIONED BY UTILITY STRUCTURES

Whenever existing utilities, not indicated on Plans, present obstructions to grade and alignment of proposed improvements immediately notify engineer, who without delay, will determine if existing utilities are to be relocated, or grade and alignment of proposed improvements changed. Where necessary to move existing services, poles, guy wires, pipelines, etc., as determined by the Engineer, the Contractor will make arrangements with the owner of the utility to be moved and have it moved. Owner will not be liable for relocations costs or damages on account of delays due to changes made by owners of privately owned utilities which hinder progress of the work.

2.12 CONSTRUCTION STAKING

All construction staking required to complete the work associated with this contract shall be provided by the Contractor. The Contractor shall be responsible for determining the layout and extent of staking necessary to construct the improvements to the lines and grades shown in the Plans. This item shall not be paid for separately and shall be considered subsidiary to other bid items.

3.0 TRAFFIC CONTROL

Access shall be provided for residents and emergency vehicles at all times. When it becomes necessary to restrict access, the Contractor shall notify all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.). At the end of each day two lanes of traffic shall be opened to the public. The Contractor shall be responsible for all maintenance, signing and safety precautions necessary for traffic control. This item shall be considered subsidiary to other bid items and no additional compensation shall be given for complying with this Special Condition.

4.0 WARRANTY BOND

A one (1) year Warranty Bond in the amount of one hundred (100%) percent of the contract price will be required for all improvements and shall be submitted prior to final payment. Such bonds shall be from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Security of the Treasury of the United States) or other surety or sureties acceptable to the Owner prior to final payment.

5.0 INSURANCE

Section 3.18 of the General Conditions of the Agreement is hereby amended to include the following:

3.18 Insurance

Contractor shall carry insurance in the following types and amounts for the duration of this Contract, which shall include items owned by Owner in care, custody and control of Contractor prior and during construction and warranty period, and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence thereof:

- a. Statutory Worker's Compensation and minimum \$100,000 Employers Liability Insurance.
- b. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$1,000,000 Aggregate or \$500,000 for this designated project and \$100,000 Fire Damage.
- c. Automobile Liability Insurance for all owned, non-owned and hired vehicles with minimum limits for Bodily Injury of \$250,000 for each person and \$500,000 for each occurrence and Property Damage limits of \$100,000 or Combined Single Limit of \$600,000.

- d. On all new or remodeling building projects: All Risk Builders Risk Insurance for insurable building projects shall be insured in the amount of the contract price for such improvements. Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builders Risk Insurance required under this section, except as to such rights as they may have in the proceeds of such insurance. Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.
- e. Owner and Contractor's Protective Policy. The Contractor shall provide and maintain during the life of this contract and until all work under said contract has been completed and accepted by the Owner, an Owner's and Contractor's Protective Policy which co-insures the Owner and the Owner's agents and employees with the same Commercial General Liability coverage as described above, entitled "Commercial General Liability Insurance."

When offsite storage is permitted, policy will be endorsed for transit and off site storage in amounts sufficient to protect property being transported or stored.

This insurance shall include, as insured, Williamson County, Contractor, Subcontractors and Sub-subcontractors in the work, as their respective interest may appear.

If insurance policies are not written for amount specified in b. and c. above, Contractor is required to carry an Excess Liability Insurance Policy for any difference in amounts specified.

Contractor shall be responsible for deductibles and self insured retentions, if any, stated in policies. Any self insured retention shall not exceed ten percent of minimum required limits. All deductibles or self insured retentions shall be disclosed on Certificate of Insurance required above.

Contractor shall not commence work at site under this Contract until he has obtained required insurance and until such insurance has been reviewed by Owner's Contract Administration Office. Contractor shall not allow any Subcontractors to commence work until insurance required has been obtained and approved. Approval of insurance by Owner shall not relieve or decrease liability of Contractor hereunder.

Insurance to be written by a company licensed to do business in the State of Texas at the time policy is issued and acceptable to owner.

Contractor shall produce an endorsement to each effected policy:

1. Naming Williamson County, 710 Main Street, Suite 303, Georgetown, Texas 78626 as additional insured (except Workers' Compensation and Builders Risk).
2. That obligates the insurance company to notify Williamson County, 710 Main Street, Suite 303, Georgetown, Texas 78626 of any and all changes to policy 30 days prior to change.
3. That the "other" insurance clause shall not apply to Owner where Williamson County is an additional insured shown on policy. It is intended that policies required in this agreement, covering both Owner and Contractor, shall be considered primary coverage as applicable.

Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during term of this Contract or as required in the Contract.

If Contractor is underwritten on a claim-made basis, the retroactive date shall be prior to, or coincident with, the date of this Contract and the Certificate of Insurance shall state that coverage is claims made and also the retroactive date. Contractor shall maintain coverage for duration of this Contract and for two years following completion of this Contract.

Contractor shall provide Williamson County annually a Certificate of Insurance as evidence of such insurance. It is further agreed that Contractor shall provide Owner a 30-day notice of aggregate erosion, an advance of the retroactive date, cancellation and/or renewal.

It is also agreed that Contractor will invoke the tail option at request of Owner and the Extended Reporting Period (ERP) premium shall be paid by Contractor.

Owner reserves the right to review insurance requirements of this section during effective period of the Contract and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions or the claims history of the industry as well as Contractor.

Owner shall be entitled, upon request, and without expense, to receive copies of policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

Actual losses not covered by insurance as required by the section shall be paid by Contractor.

6.0 WAGE RATES

GENERAL DECISION TX020043 03/01/2002 TX43

Date: March 1, 2002

General Decision Number TX020043

Superseded General Decision No. TX010043

State: TEXAS

Construction Type:

HEAVY

HIGHWAY

County(ies):

BELL	CORYELL	TRAVIS
BEXAR	GUADALUPE	WILLIAMSON
BRAZOS	HAYS	
COMAL	MCLENNAN	

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). *NOT TO BE USED FOR WORK ON SEWAGE OR WATER TREATMENT PLANTS OR LIFT/PUMP STATIONS IN BELL, CORYELL, McLENNAN AND WILLIAMSON COUNTIES.

Modification Number Publication Date

0 03/01/2002

COUNTY(ies):

BELL	CORYELL	TRAVIS
BEXAR	GUADALUPE	WILLIAMSON
BRAZOS	HAYS	
COMAL	MCLENNAN	

SUTX2042A 03/26/1998

	<u>Rates</u>	<u>Fringes</u>
AIR TOOL OPERATOR	8.08	
ASPHALT HEATER OPERATOR	11.00	
ASPHALT RAKER	8.00	
ASPHALT SHOVELER	7.97	
BATCHING PLANT WEIGHER	11.00	
CARPENTER	10.80	

	<u>Rates</u>	<u>Fringes</u>
CONCRETE FINISHER-PAVING	9.57	
CONCRETE FINISHER-STRUCTURES	8.83	
CONCRETE RUBBER	8.52	
ELECTRICIAN	16.25	
FLAGGER	6.86	
FORM BUILDER-STRUCTURES	8.77	
FORM LINER-PAVING & CURB	8.00	
FORM SETTER-PAVING & CURB	8.68	
FORM SETTER-STRUCTURES	8.73	
LABORER-COMMON	7.12	
LABORER-UTILITY	7.99	
MECHANIC	12.15	
OILER	11.40	
SERVICER	8.44	
PAINTER-STRUCTURES	10.00	
PIPE LAYER	8.27	
ASPHALT DISTRIBUTOR OPERATOR	9.70	
ASPHALT PAVING MACHINE	9.26	
BROOM OR SWEEPER OPERATOR	7.12	
BULLDOZER	9.28	
CONCRETE CURING MACHINE	7.79	
CONCRETE FINISHING MACHINE	11.00	
CONCRETE PAVING SAW	9.79	
SLIPFORM MACHINE OPERATOR	11.15	
CRANE, CLAMSHELL, BACKHOE, DERRICK, DRAGLINE, SHOVEL	10.12	
FOUNDATION DRILL OPERATOR TRUCK MOUNTED	15.00	
FRONT END LOADER	8.86	
HOIST - DOUBLE DRUM & LESS	10.81	
MIXER	7.12	
MIXER - CONCRETE PAVING	11.00	
MOTOR GRADER FINE GRADE	12.37	
MOTOR GRADER	11.14	
PAVEMENT MARKING MACHINE	8.31	
PLANER OPERATOR	15.75	
ROLLER, STEEL WHEEL PLANT-MIX PAVEMENTS	7.73	
ROLLER, STEEL WHEEL OTHER FLATWHEEL OR TAMPING	7.33	
ROLLER, PNEUMATIC, SELF PROPELLED	7.17	
SCRAPERS	8.38	
TRACTOR-CRAWLER TYPE	9.40	
TRAVELING MIXER	7.92	

	<u>Rates</u>	<u>Fringes</u>
TRENCHING MACHINE, HEAVY	9.92	
WAGON-DRILL/BORING MACHINE	8.00	
REINFORCING STEEL SETTER PAVING	14.50	
REINFORCING STEEL SETTER STRUCTURES	10.61	
STEEL WORKER-STRUCTURAL	11.73	
SPREADER BOX OPERATOR	8.55	
WORK ZONE BARRICADE	8.29	
SIGN INSTALLER	7.97	
TRUCK DRIVER-SINGLE AXLE LIGHT	8.32	
TRUCK DRIVER-SINGLE AXLE HEAVY	7.954	
TRUCK DRIVER-TANDEM AXLE SEMI- TRAILER	8.02	
TRUCK DRIVER-LOWBOY/FLOAT	10.12	
WELDER	11.02	

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

7.0 TECHNICAL SPECIFICATIONS

1.0 GENERAL DESCRIPTION

1.01 SCOPE OF WORK

The work covered by these Specifications consists of furnishing all labor, equipment, appliances, materials and performing all operations in connection with the inspection and testing, complete in accordance with the Plans, and subject to the terms and conditions of the Contract Documents.

1.02 GOVERNING TECHNICAL SPECIFICATIONS

NOTE: The item number designation shown in parentheses adjacent to captions herein is a reference to City of Austin Standard Specifications.

STREET, WATER, SEWER AND DRAINAGE IMPROVEMENTS

The current City of Austin Standard Specifications as adopted by Williamson County and the current City of Austin Erosion and Sedimentation Control Manual are hereby referred to and included in this contract as fully and to the same extent as if copied at length herein and they shall be applied to this project except as modified in these Specifications and on the Plans.

Wherever the term "City of Austin" is used in the Austin Specifications, it shall be construed to mean Williamson County.

Wherever the term "Engineer" is used in the Austin Specifications, it shall be construed to mean Williamson County.

2.0 CONTROL OF WORK

2.01 CLEAN-UP

2.01.1 CONSTRUCTION SITE

During construction the Contractor shall keep the site free and clean from all rubbish and debris and shall clean up the site promptly when notified to do so by the Engineer.

The Contractor shall, at his own expense, maintain the streets and roads free from dust, mud, excess earth or debris which constitutes a nuisance or danger to the public using the thoroughfare, or the occupants of adjacent properties.

Care shall be taken to prevent spillage on streets and roads over which hauling is done, and any such spillage or debris deposited on streets, due to the Contractor's operations, shall be immediately removed.

2.01.2 BACKWORK

The Contractor shall coordinate his operations in such a manner as to prevent the amount of clean up and completion of back works from becoming excessive. Should such a condition exist, the Engineer may order all or portions of the work to cease and refuse to allow any work to commence until the back work is done to the Engineer's satisfaction.

2.02 GRADING

The Contractor shall do such grading in and adjacent to the construction area associated with this contract as may be necessary to leave such areas in a neat and satisfactory condition approved by the Engineer.

3.0 EXAMINATION AND REVIEW

3.01 EXAMINATION OF WORK

The work covered under this Contract shall be examined and reviewed by the Engineer, representatives of all governmental entities which have jurisdiction, and the Owner's authorized representative. The quality of material and the quality of installation of the improvements shall be to the satisfaction of the Engineer. It shall be the Contractor's responsibility for the construction methods and safety precautions in the undertaking of this Contract.

3.02 NOTIFICATION

The Engineer and Owner must be notified a minimum of 24-hours in advance of beginning construction, testing, or other work requiring presence of the Engineer, project representative, or Owner's representative.

3.03 CONSTRUCTION STAKING

The Engineer shall furnish the Contractor reference points and benchmarks that, in the Engineer's opinion, provide sufficient information for the Contractor to perform construction staking.

3.04 PROTECTION OF STAKES, MARKS, ETC.

All engineering and surveyor's stakes, marks, property corners, etc., shall be carefully preserved by the Contractor, and in case of destruction or removal during the course of this project, such stakes, marks, property corners, etc., shall be replaced by the Contractor at the Contractor's sole expense.

4.0 PROTECTION AND PRECAUTION**4.01 WORK IN FREEZING WEATHER**

Portions of the work may continue as directed by the Engineer.

4.02 PROTECTION OF TREES, PLANTS AND SHRUBS

The Contractor shall take necessary precautions to preserve all existing trees, plants and shrubs but where it is justifiable and necessary the Contractor may remove trees and plants for construction right-of-way but only with approval of the Engineer.

4.03 TRAFFIC CONTROL MEASURES AND BARRICADES

Traffic control measures and barricades shall be installed in accordance with the "Texas Manual of Uniform Traffic Control Devices" and in other locations deemed necessary by the Engineer, for the protection life and property. Under no circumstances will any existing road be permitted to remain closed over a weekend. No separate pay will be made for this item. Costs for this item shall be subsidiary to other items of work.

4.04 PROPERTY LINES AND MONUMENTS

The Contractor shall be responsible for the protection, reference and resetting of property corner monuments if disturbed.

4.05 DISPOSAL OF SURPLUS MATERIAL

The Contractor shall at his own expense, make arrangement for the disposal of surplus material, such as rock, trees, brush and other unwanted backfill materials. Suitable excavated material is to be used as fill on-site and compacted in place. Excess material shall be disposed of off-site at the Contractor's expense.

4.06 CONTRACTOR'S USE OF PREMISES

The Contractor shall, at his own expense, provide additional space as necessary for his operations and storage of materials.

5.0 MATERIALS

5.01 TRADE NAMES

Except as specified otherwise, wherever in the specifications an article or class of material is designated by a trade name or by the name or catalog number of any maker, patentee, manufacturer, or dealer, such designations shall be taken as intending to mean and specify the articles described or another equal thereto in quality, finish, and serviceability for the purpose intended, as may be determined and judged by the Engineer in his sole discretion.

5.02 MATERIALS AND WORKMANSHIP

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without the written consent of the Engineer. Where materials or equipment are specified by a trade or brand name, it is not the intention of the owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality for performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are used, they shall be understood to mean that the item referred to shall be "proper", the "equivalent" of, or "equal to" some other item, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute is approved in writing by the Engineer, and the Engineer will have the right to require the use of such specifically designated material, article or process.

CITY OF AUSTIN STANDARD TECHNICAL SPECIFICATIONS

Series 100 EARTHWORK

- 101 Preparing Right of Way
- 102 Clearing and Grubbing
- 104 Removing Concrete
- 110 Street Excavation
- 111 Excavation
- 120 Channel Excavation
- 130 Borrow
- 132 Embankment

Series 200 SUBGRADE & BASE CONSTRUCTION

- 201 Subgrade Preparation
- 202 Hydrated Lime and Lime Slurry
- 203 Lime Treatment for Materials in Place
- 204 Portland Cement Treatment for Materials in Place
- 206 Asphalt Stabilized Base (Plant Mix)
- 210 Flexible Base
- 211 Recycling Existing Aggregate
- 220 Sprinkling for Dust Control
- 230 Rolling (Flat Wheel)
- 232 Rolling (Pneumatic Wheel)
- 234 Rolling (Tamping)
- 236 Rolling (Proof)
- 281 Termite Control

SERIES 300 STREET SURFACE CONTROL

- 301 Asphalts, Oils and Emulsions
- 302 Aggregates for Surface Treatments
- 306 Prime Coat
- 307 Tack Coat
- 310 Emulsified Asphalt Treatment
- 311 Emulsified Asphalt Repaving
- 312 Seal Coat

SERIES 300 STREET SURFACE CONTROL (cont.)

- 313 Rubber Asphalt Joint and Crack Sealant
- 315 Milling Asphaltic Concrete Pavement
- 320 Two Course Surface Treatment
- 340 Hot Mix Asphaltic Concrete Pavement
- 341 Paving Fabric
- 350 Heating, Scarifying and Repaving
- 351 Rejuvenating Agent
- 360 Concrete Pavement
- 370 Concrete Pavers
- 375 Concrete Pavers for Sidewalk Ramps

Series 400 CONCRETE AND STRUCTURES

- 401 Structural Excavation and Backfill
- 402 Flowable Backfill
- 403 Concrete for Structures
- 404 Pneumatically Placed Concrete
- 405 Concrete Admixtures
- 406 Reinforcing Steel
- 407 Fibrous Concrete
- 408 Concrete Joint Materials
- 409 Membrane Curing
- 410 Concrete Structures
- 411 Surface Finishes for Concrete
- 414 Concrete Retaining Walls
- 420 Drilled Shaft Foundations
- 424 Prestressed Concrete Planks
- 425 Prestressed Concrete Structures
- 430 Concrete Curb and Gutter
- 431 Machine Laid Curb and Gutter
- 432 Concrete Sidewalks
- 433 Concrete Driveways
- 434 Concrete Medians and Islands
- 435 Concrete Steps
- 436 Concrete Valley Gutters
- 438 Elastomeric Materials
- 439 Parking Lot Bumper Curb
- 461 Trash and Litter Coffins

Series 500 PIPE AND APPURTENANCES

- 501 Jacking or Boring Pipe
- 502 Tunneling
- 503 Frames, Grates, Rings and Covers
- 504 Adjusting Structures
- 505 Encasement and Encasement Pipe
- 506 Manholes
- 507 Bulkheads
- 508 Miscellaneous Structures and Appurtenances
- 509 Trench Safety Systems
- 510 Pipe
- 511 Water Valves
- 551 Pipe Underdrains
- 558 Structural Plate Structures
- 559 Concrete Box Culverts
- 591 Riprap for Slope Protection
- 593 Concrete Retards
- 594 Gabions

Series 600 ENVIRONMENTAL ENHANCEMENT

- 601 Salvaging and Placing Topsoil
- 602 Sodding for Erosion Control
- 604 Seeding for Erosion Control
- 605 Soil Retention Blanket
- 606 Fertilizer
- 607 Slope Protection
- 608 Planting
- 610 Preservation of Trees and Other Vegetation
- 620 Filter Fabric
- 621 Diversion
- 622 Diversion Dike(DD)
- 623 Dry Stack Rock Wall (DS)
- 624 Earth Outlet Sediment Trap (EST)
- 625 Grade Stabilization Structure (GSS)
- 626 Grass-Lined Swale (GW)
- 627 Grass-Lined Swale with Stone Center (GWS)
- 628 Sediment Containment Dike

Series 600 ENVIRONMENTAL ENHANCEMENT (cont.)

- 629 Brush Berm Barrier for Erosion Control (BB)
- 630 Interceptor Dike (ID)
- 631 Interceptor Swale (IS)
- 632 Storm Inlet Sediment Trap (IST)
- 633 Landgrading (LG)
- 634 Level Spreader (LS)
- 635 Perimeter Dike (PD)
- 636 Perimeter Swale (PS)
- 637 Pipe Slope Drain (PSD)
- 638 Pipe Outlet Sediment Trap (PST)
- 639 Rock Berm (RB)
- 640 Mortared Rock Wall (RW)
- 641 Stabilized Construction Entrance (SCE)
- 642 Silt Fence (SF)
- 643 Stone Outlet Structure (SOS)
- 644 Stone Outlet Sediment Trap (SST)
- 646 Tied Precast Revetment

Series 700 INCIDENTAL CONSTRUCTION

- 701 Fencing
- 702 Removing and Relocating Existing Fences
- 703 Fencing for Excavations
- 704 Metal Beam Guard Railing
- 705 Remove and Relocate Existing Metal Beam Guard Railing
- 706 Bridge and Culvert Railing
- 720 Metal for Structures
- 721 Steel Structures
- 722 Paint and Painting
- 723 Structural Welding
- 725 Survey Markers

Series 800 URBAN TRANSPORTATION

- 801 Construction Detours
- 802 Capital Improvement Project Signs
- 803 Signs and Traffic Handling
- 824 Traffic Signs
- 825 Street Name Signs
- 842 Pull Boxes

Series 800 URBAN TRANSPORTATION (cont.)

- 843 Ducts
- 860 Pavement Marking Paint (Reflectorized)
- 861 Thermoplastic Pavement Markings
- 863 Reflectorized Pavement Markings
- 864 Abbreviated Pavement Markings
- 865 Nonreflectorized Traffic Buttons
- 866 Jiggle Bar Tile
- 867 Epoxy Adhesive

8.0 PLANS, DETAILS & NOTES

PLANS, DETAILS & NOTES

1.0 GENERAL DESCRIPTION

The work covered by the Plans listed in this section consists of furnishing all labor, equipment, materials, and performing all operations in connection with the construction of Construction of Twin Lakes Park—Trailhead Parking and YMCA Site Improvements, Phase I complete in accordance with the Plans, and subject to the terms and conditions of the Contract Documents.

2.0 PLANS

The construction drawings listed below form a part of the Contract Documents:

Sheet Index

<u>Sheet No.</u>	<u>Description</u>
C-1	Cover Sheet
C-2	General Notes
C-3	Erosion/Sedimentation Control, Tree Preservation & Permanent Revegetation Details and Notes
C-4	Existing Conditions and Zoning Map
C-5	Demolition Plan
C-6	Erosion/Sedimentation Control, Tree Survey and Tree Preservation Plan
C-7	Overall Site Plan
C-8	TCEQ BMP Calculations, Wet Basin Methodology and Charts
C-9A	Bidding Plan
C-9	Partial Site Plan
C-10	Off-Site Drainage Plan
C-11	Overall Grading Plan and Drainage Area Map
C-12 - C-17	Paving and Grading Plan
C-18 - C-23	Storm Sewer Plan
C-24	Plan and Profile

Sheet Index (cont'd)

<u>Sheet No.</u>	<u>Description</u>
C-25 – C-28	Paving and Drainage Details
C-29	Flared Wing Wall Detail
C-30	Box Culvert Details
C-31 – C-36	Water and Wastewater Plan
C-37 – C-38	Water and Wastewater Details
WWP-1	Wetland Planting Plan
E1.0	Electrical Site Plan
E2.0	Riser Diagram/Panel
L-1 – L-5	Parking Lot Landscape Plan
L-6	Landscape Details, Calculations and Plant List
IR-1 – IR-4	Parking Lot Irrigation Plan
IR-5	Irrigation Details and Notes

9.0 GEOTECHNICAL ENGINEERING STUDY

GEOTECHNICAL ENGINEERING STUDY

1.0 General Description

This Study is included for the use of the Contractor. The Owner and the Engineer make no claim as to the adequacy of the information contained in the Study. Recommended thicknesses of pavement sections included in enclosed letter from HBC Engineering, Inc., are to be used.



5307 Industrial Oaks Boulevard, Suite 180
Austin, Texas 78735
(512) 442-1122 Fax: (512) 442-1181

May 15, 2003

Mr. John Morrey
Baker-Aicklen & Associates, Inc.
405 Brushy Creek Road
Cedar Park, Texas 78613

Re: Supplemental Pavement Design Recommendations
YMCA of Greater Williamson County
U.S. Highway 183 at Kent Lane
Cedar Park, Texas
HBC Project No. 96025015

Dear Mr. Morrey:

Based on discussions with Mr. Norman Key of Baker-Aicklen, we understand that it is desired to construct a uniform pavement section over the entire site referenced above. Mr. Key indicated that Baker-Aicklen would prefer to utilize a uniform pavement section consisting of about 2½ inches of asphaltic concrete over crushed limestone base for all of the pavement areas, which include parking areas and light-duty driveways. Based on this information, the following pavement component thicknesses are provided in the table below, provided that the pavement subgrade is properly prepared as indicated in the "Earthwork" subsection of our original geotechnical report (dated February 18, 2002).

Component	Material Thickness, Inches
Asphaltic Concrete (Type D)	1.0
Asphaltic Concrete (Type C)	1.5
Crushed Limestone Base	9.0 *
Moisture Conditioned Subgrade	6.0

* The required base thickness may be reduced by three inches if the subgrade is lime-treated to a depth of at least six inches instead of moisture conditioned.

For the section outlined above, the Type C asphalt should be placed in one lift overlain by the second lift consisting of Type D asphalt. Presented below are our recommended material requirements for the asphaltic concrete.

Hot Mix Asphaltic Concrete (HMAC) Surface Course – The asphaltic concrete surface course should be plant mixed, hot laid Type C (Coarse Graded Surface Course) and Type D (Fine Graded Surface Course) meeting the master specifications requirements in TxDOT Item 340 or City of Austin (COA) Standard Specifications

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Mr. John Morrey
May 15, 2003
Page 2 of 2

Item 340. The mix should be designed for a stability of at least 35 and should be compacted to between 91 and 97 percent of the maximum theoretical density as determined by ASTM D 2041.

All other items not specifically addressed above should be as indicated in our geotechnical report. We trust that the above information meets your needs at this time. If you have any questions or comments, feel free to contact us.

Sincerely,
HBC/Terracon

A handwritten signature in cursive script that reads "Bryan S. Moulin".

Bryan S. Moulin, P.E.
Project Manager

A handwritten signature in cursive script that reads "James G. Bierschwale".

James G. Bierschwale, P.E.
Principal



February 18, 2002

**GEOTECHNICAL ENGINEERING STUDY
YMCA of Greater Williamson County
U.S. Highway 183 at Kent Lane
Cedar Park, Texas**

Prepared for:

**BAKER-AICKLEN & ASSOCIATES, INC.
Cedar Park, Texas**

Prepared by:

**HBC ENGINEERING
A DIVISION OF TERRACON
Geotechnical Engineering Division
Austin, Texas**

HBC Project No. 96025015



February 18, 2002

Mr. John Morrey
Baker-Aicklen & Associates, Inc.
405 Brushy Creek Road
Cedar Park, Texas 78613

Re: Geotechnical Engineering Study
YMCA of Greater Williamson County
U.S. Highway 183 at Kent Lane
Cedar Park, Texas
HBC Project No. 96025015

Dear Mr. Morrey:

Enclosed is our geotechnical engineering report for the above referenced project. We trust that this report is responsive to your project needs. Please contact us if you have any questions or if we can be of further assistance.

We appreciate the opportunity to work with you on this phase of the project, and look forward to the opportunity to provide additional services as the project progresses.

Sincerely,

HBC ENGINEERING
A Division of Terracon

Bryan S. Moulin

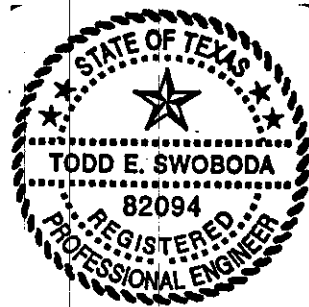
Bryan S. Moulin, E.I.T.
Geotechnical Engineering Division

Todd E. Swoboda

Todd E. Swoboda, P.E.
Project Manager

BSM/TES/da

Copies Submitted: (4)



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Houston 11555 Clay Road Suite 100 Houston, TX 77043 (713) 690-8989	Dallas 8901 Carpenter Frwy. Suite 100 Dallas, TX 75247 (214) 630-1010	Fort Worth 2601 Gravel Drive Fort Worth, TX 76118 (817) 268-8600 Fax (817) 268-8602	Austin 5307 Industrial Oaks Blvd. Suite 160 Austin, TX 78735 (512) 442-1122	Texas City 3602 3rd Avenue North Texas City, Texas 77590 (409) 945-3503 Fax (409) 945-5077
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INTRODUCTION

This report presents the results of our geotechnical engineering study for the proposed YMCA of Greater Williamson County in Cedar Park, Texas. This project was authorized by Mr. Joe M. Baker, President of Baker-Aicklen & Associates, Inc., through signature of our "Agreement for Consulting Services" on January 18, 2002. The scope of services for this project was performed as outlined in our revised proposal dated January 18, 2002.

PROJECT DESCRIPTION

The project involves the proposed construction of a 72,200 ft² YMCA building, a 10,560 ft² pool and deck, and a 23,200 ft² airnasium and bath house on a site located near the southeast corner of the intersection of U.S. Highway 183 and Kent Lane in Cedar Park, Texas. We anticipate that the YMCA building is planned to be supported on a drilled pier foundation system and the airnasium is planned to be supported on a slab-on-grade foundation system. Adjacent surface paving areas are also planned. The site location and project layout are located in the Appendix on Pages A-1 and A-2, respectively.

SCOPE OF SERVICES

Our scope of services for this project consisted of:

1. Drilling test borings at selected locations within the project site to evaluate subsurface stratigraphy and groundwater conditions.
2. Performing geotechnical laboratory tests on recovered samples to evaluate the physical and engineering properties of the strata encountered.
3. Engineering analyses to develop design and construction recommendations with respect to:
 - Site, subgrade, and fill preparation;
 - Foundation design and construction;
 - Lateral earth pressures for below-grade and/or retaining walls; and
 - Pavement design guidelines.

SITE EXPLORATION PROCEDURES

Field Exploration

Subsurface conditions at the site were evaluated by drilling five test borings (borings B-1 through B-5) to depths of about 20 feet in the proposed YMCA building area, along with two borings (borings B-6 and B-7) to depths of about 10 feet in the proposed pool and airnasium areas. In addition, three borings (borings B-8, B-9, and B-10) were drilled to depths of about 5 feet in the proposed surface paving areas. The three-inch nominal diameter borings were drilled with truck-mounted rotary drilling equipment at the approximate locations shown on Page A-2. Boring depths were measured from the existing ground surface at the time of our field activities.

The Logs of Borings, which include the soil/rock descriptions, types of sampling used, and additional field data, are presented on Pages A-3 through A-12 of the Appendix. The Symbol Key Sheet, which defines the terms and descriptive symbols used on the logs, is presented on Page A-13.

When possible, soil samples were recovered using thin-walled, open-tube samplers (Shelby tubes).

All samples were removed from samplers in the field, visually classified, and appropriately sealed in sample containers to preserve their in-situ moisture contents. Pocket penetrometer tests were performed on samples of cohesive soils in the field to serve as a general measure of consistency.

Soils for which good quality tube samples could not be recovered were generally sampled by means of the Standard Penetration test (SPT). This test consists of measuring the number of blows required for a 140-pound hammer free falling 30 inches to drive a standard split-spoon sampler 12 inches into the subsurface material after being seated six inches. This blow count or SPT "N" value is used to evaluate the engineering properties of the stratum.

Once rock was encountered, the deeper borings were generally advanced with Nx coring equipment.

During drilling, the bit pressure and drilling rate were monitored to detect voids and/or soil seams



in the rock formation. Visual classifications of all of the samples were performed in the field and percentages of Recovery and Rock Quality Designation (RQD) were calculated from recovered rock cores. (Recovery is defined as the percentage of core recovered as a function of the length of core run drilled. The RQD is a modified measurement of core recovery which indirectly takes into account fractures and/or softening in the rock mass by summing up only pieces of sound core which are four inches or greater in length as a percentage of the total core run.) The rock samples were then placed in core boxes for transportation to the laboratory.

Laboratory Testing

Samples obtained during the field program were visually classified in the laboratory by a geotechnical engineer or senior technician. A testing program was conducted on selected samples, as directed by the geotechnical engineer, to aid in classification and evaluation of engineering properties required for analyses.

Results of the laboratory tests are presented on the Logs of Borings, located on Pages A-3 through A-12 of the Appendix, and/or are discussed in the following section. Laboratory test results were used to classify the soils encountered as outlined by the Unified Soil Classification System.

Sample Disposal

All samples were returned to our laboratory in Austin, Texas. Samples not tested in the laboratory will be stored for a period of 60 days subsequent to submittal of this report and will be discarded after this period, unless we are notified otherwise.

SITE CONDITIONS

Surface Conditions

The overall ground surface at the site slopes gently downhill to the east and southeast and toward an adjacent lake. Ground cover at the site typically consists of grass and weeds with scattered limestone outcrops and trees ranging in density from sparse to dense. Several mulch piles were



observed in scattered areas across the site. Based on preliminary topographic information provided to us, the maximum grade differential across the project site appears to be up to about 15 feet. The ground surface to the east of boring B-7 exhibits a moderate to steep downhill slope towards the lake.

An existing asphalt road was observed in the southeast portion of the site near borings B-8 and B-10. The adjacent lake is approximately 10 feet lower in elevation than the existing asphalt road. In addition, an existing concrete slab was observed to the southeast of boring B-5. In the northern portion of the site, an existing residence, a garage building, and gravel driveways were observed near boring B-8. In addition, a small concrete pad exists to the southeast of boring B-8. The eastern portion of the site appears to be currently utilized as soccer fields.

Site Geology

Based on a review of available geologic information¹ and the results of our field program, the overall site geology is generally characterized by limestone of the Walnut Formation of Lower Cretaceous Age. The Walnut Formation is generally comprised of tan to gray chalky limestones, marl, and marly limestone. The Walnut Formation limestone is typically overlain by a layer of variable plasticity clay soils.

Subsurface Conditions

The generalized subsurface stratigraphy at the site, as evaluated from our field and laboratory programs, is tabulated below:



STRATUM	RANGE IN DEPTH (FT) ¹	SOIL/ROCK DESCRIPTION AND CLASSIFICATION
I ²	0 – 10	Stiff to hard dark brown to reddish brown clay (CH)
Ia ³	0 – 8	Fill – dark brown, reddish tan, and tan silty clay (CL) with sand and limestone fragments
II	1 – 15	Hard tan to reddish tan silty clay (CL)
III	6 – 20	Tan to gray limestone (Walnut Formation) with marl seams

¹ Approximate depth below existing ground surface.
² Not observed at borings B-7 and B-8.
³ Observed at borings B-7 and B-8.

The Stratum I dark brown to reddish brown clay soils generally exhibit a very high potential for volumetric change during moisture variation, as indicated by measured plasticity indices of 48 to 61 percent. In-situ moisture contents ranged from 9 to 12 percent wet of the corresponding plastic limits. Unconfined compression tests of this stratum yielded undrained shear strengths varying from about 1,400 to 2,300 pounds per square foot (psf). Measured pocket penetrometer values for this stratum ranged from 3.5 to over 4.5 tons per square foot (tsf).

The Stratum Ia dark brown, reddish tan, and tan silty clay fill soils exhibit a varying shrink/swell potential, as indicated by measured plasticity indices of 26 to 60 percent. In-situ moisture contents varied from one percent dry to equal to the corresponding plastic limits. A measured undrained shear strength from an unconfined compression test on this stratum was recorded at about 800 psf. Measured pocket penetrometer values for this stratum ranged from 2.5 to over 4.5 tsf.

The Stratum II tan to reddish tan silty clay soils generally exhibit a low shrink/swell potential, as indicated by measured plasticity indices of 10 to 14 percent. In-situ moisture contents varied from one to 8 percent dry of the corresponding plastic limits. A measured undrained shear strength from an unconfined compression test on this stratum was recorded at about 2,100 psf. Measured pocket penetrometer values for this stratum were generally recorded at over 4.5 tsf. Measured SPT “N”



values for these soils ranged from 83 blows for 10 inches to 50 blows for 2 inches of penetration. These soils generally appear to be the severely weathered portion of the underlying limestone.

Stratum III generally consists of tan to gray limestone of the Walnut Formation of Lower Cretaceous Age. Measured uniaxial compressive strengths of intact rock cores from this stratum ranged from 55 to 196 tsf. Measured values of Recovery and RQD varied from 67 to 100 percent and zero to 83 percent, respectively. The lower strength, Recovery, and RQD values are generally the result of marl seams within the limestone and occasional weathered and fractured zones.

Groundwater Conditions

All of the borings were dry augered to depths of about 6 to 20 feet in an attempt to observe groundwater conditions. Groundwater was not observed in any of the borings during dry augering.

The deeper borings, with the exception of boring B-5, were drilled to completed depths using wet rotary techniques to facilitate rock coring, making subsequent groundwater readings difficult.

We anticipate that groundwater at the site will most likely be encountered traveling in more pervious seams/fissures of the subgrade soils, along the soil/rock interface, and/or in fissures/fractures in the limestone. Variations in the groundwater level at the site are possible due to seasonal and climatic variations. In addition, groundwater conditions could fluctuate with variations in the water surface elevation of the adjacent lake located to the east of the site.

ENGINEERING RECOMMENDATIONS

The following analyses and recommendations are based upon the data obtained in our field and laboratory programs, information provided to us, and our experience with similar subsurface and site conditions.

As mentioned previously, we anticipate that the YMCA building is planned to be supported on a drilled pier foundation system and the airnasium is planned to be supported on a slab-on-grade



foundation system. Based on the field and laboratory data available, along with our previous experience, it is our opinion that the above referenced foundation systems would be appropriate to support the respective structures. Recommendations for both types of foundation systems are presented in the following subsections, along with other geotechnical engineering considerations for this project.

Drilled Pier Foundation System

Principal column and wall loads for the proposed YMCA building (borings B-1 through B-5) may be supported on drilled piers (straight-sided) embedded at least three feet into the Stratum III Walnut Formation limestone. The piers should be designed for a net allowable total load bearing pressure of 40,000 pounds per square foot (psf). In addition, a net allowable side friction of 3,000 psf may be utilized for pier embedments extending beyond the three-foot minimum penetration into limestone.

Marl seams were observed in the limestone stratum from recovered cores, and bearing pressures of piers founded in rock are dependent upon the secondary structure of the limestone as well as the intact compressive strength. Therefore, any soft zones such as marl seams/layers and/or severely weathered zones within the limestone should not be considered in the pier embedment. (For example, if a one-foot thick marl layer or severely weathered zone is encountered, the pier should be extended at least one foot deeper to account for the soft zone.) Piers should be extended through marly and/or severely weathered seams/layers in the limestone and placed to bear upon competent rock. A minimum shaft diameter of 18 inches is recommended.

Post-construction settlements of properly constructed drilled piers should be less than one-half inch, assuming proper construction practice. The settlement response of the piers will be more dependent upon the quality of construction than upon the response of the limestone to the foundation loads.



Grade beams spanning between drilled piers should be protected from the expansive soils at this site.

A six-inch void provided below the grade beams should allow the expansive clay soils to swell without causing distress in the grade beams. The sides of the void should be protected so that the soil will not slough beneath the grade beams and thus fill the void. It is our opinion that voids are not necessary beneath concrete tilt-wall panels at this site.

We recommend that on-site clay soils be utilized for backfill adjacent to grade beams/tilt-wall panels at the exterior of the building (to reduce potential infiltration of surface water into the subgrade in these areas). The clays should be compacted to at least 92 percent of the ASTM D 698 maximum dry density at a moisture content at or above optimum moisture.

Floor Slab Design for the YMCA Building

The near-surface Stratum I dark brown to reddish brown clay soils in the area of the proposed YMCA building (borings B-1 through B-5) could induce significant movement upon grade-supported floor slabs due to their significant potential to undergo volumetric change during variations in in-situ moisture conditions. This movement potential is influenced primarily by the properties of the subgrade soils, as well as the moisture content of the subgrade at the time of construction, overburden pressures, and the stability of moisture contents after construction is complete. Based upon the in-situ moisture contents measured from the test samples and from Texas Department of Transportation (TxDOT) Method TEX-124-E, we estimate that the subgrade soils in the area of the proposed YMCA building (borings B-1 through B-5) exhibits a Potential Vertical Rise (PVR) as high as approximately 2.5 inches. Such soil conditions could induce significant movement upon grade-supported floor slabs designed in conjunction with a drilled pier foundation system. The most positive means of reducing the effects of floor slab movements due to volume changes of the soils would be to structurally suspend the floor slab above grade at least 12 inches and design the drilled pier foundation system to carry the additional loads. However, this option is often not cost effective, and methods exist which reduce the expansive potential of the subgrade such that a grade-supported floor slab could be considered. While the grade-supported options are not as



effective as a suspended floor slab in reducing slab movements, they do represent a compromise between economics and risk of slab distress. If a grade supported floor slab is desired, we recommend that the near surface soils be prepared as stated below to reduce the potential for foundation movements associated with volumetric changes of the near surface clayey soils due to moisture variation.

The most common method of subgrade preparation to reduce potential expansion of the subgrade would be to provide a pad of properly placed and compacted select fill beneath the floor slab. The corresponding decrease in the potential soil movement is primarily a function of the fill pad thickness and the moisture levels of the clay subgrade. While the indicated preparations do not eliminate the potential for soil movement, the magnitude of such movements should be reduced to more acceptable levels.

We recommend that the on-site Stratum I dark brown to reddish brown clay soils be removed to a minimum depth of 3 feet below existing grade and a select fill pad with a minimum thickness of 3 feet be provided across the building area. In cut areas of the proposed YMCA building footprint where the Stratum II tan to reddish tan silty clay or the Stratum III limestone is exposed, the select fill thickness may be reduced, but in no case should it be less than 12 inches thick within the proposed building pad. The subgrade preparation discussed above should reduce the estimated PVR of the subgrade to approximately one inch or less.

Select fill should be used for all fill applications within the proposed building area. Material and placement requirements for select fill, as well as other subgrade preparation recommendations, are presented in the "Earthwork" subsection. From a standpoint of building pad stability during wet weather conditions, as well as from a standpoint of floor slab support, the use of crushed limestone base for the upper 6 inches of the building pad is suggested. For any flatwork outside of the building area which will be sensitive to movement, subgrade preparation as discussed above should be considered.



Just prior to placement of the fill, the exposed subgrade should be scarified to a depth of six inches, moisture conditioned, and recompact to at least 95 percent of the Standard Proctor (ASTM D 698) maximum dry density. Stratum I dark brown to reddish brown clay soils should be compacted to a moisture between optimum and +4 percent of optimum moisture content. Stratum II tan to reddish tan silty clay soils should be compacted to between -3 and +3 percent of optimum. The subgrade should not be allowed to dry out prior to placement of fill.

If a grade-supported slab is to be utilized, the interior of the building should be constructed to be as tolerable to movement as possible. Although the indicated preparation options are anticipated to reduce cracking in the floor slab, differential movements at entryways may cause difficulty in opening and closing doors. If the floor slab is doweled into the perimeter grade beams to control movement, the resulting soil pressures may cause cracks to develop inside of the dowel bars, adjacent to the exterior walls. However, if the floor is not doweled at these locations, a "trip hazard" could result due to the resulting differential movements at entryways, and difficulty in opening and closing doors could develop.

We should also note that the potential movement values indicated are based upon moisture variations in the subgrade due to circumstances such as moisture increases due to rainfall and loss of evapotranspiration. In circumstances where significant water infiltration beneath the floor slab occurs (such as a leaking utility line or water seepage from outside the building resulting from poor drainage), movements in isolated floor slab areas could potentially be in excess of those indicated in this report.

Slab-On-Grade Foundation System for the Airnasium/Bath House

It is our opinion that a slab-on-grade foundation system would be appropriate to support the airnasium/bath house structure (borings B-6 and B-7). Presented below are design parameters



commonly used in the Central Texas area for slab-on-grade foundation design for conditions such as those observed at the site.

Estimated Potential Vertical Rise (PVR) up to 4½ inches

Net Allowable Bearing Pressure:

Total Load	2500 psf
Dead Load	1700 psf
Design Plasticity Index (PI)	58
Climatic Rating (C_w)	18
Unconfined Compressive Strength	1.0 tsf
Soil Support Index (C)	0.63
Edge Moisture Variation Distance, e_m (Center Lift)	5.5 feet
Edge Moisture Variation Distance, e_m (Edge Lift)	3.0 feet
Differential Soil Movement, y_m (Center Lift)	3.3 inches
Differential Soil Movement, y_m (Edge Lift)	2.0 inches
Slab-Subgrade Coefficient of Friction, μ	0.75

In addition to the subgrade preparation discussed below, all Stratum Ia dark brown and tan clayey fill soils, as observed at boring B-7, should be completely excavated and removed from within all proposed building areas.

As can be interpreted from the PVR and differential soil movement values reported, the slab-on-grade foundation could be subject to significant foundation movements due to volumetric changes of the subgrade soils if moisture variations occur. Although the PTI design procedure is intended to result in a foundation system designed to tolerate such movements, the foundation movements can result in distress to the structure itself (such as cracking in masonry veneer walls and sheetrock, jamming of doors due to differential movements in the door frames, etc.) For these conditions, we highly recommend that the building subgrade should be prepared to reduce the shrink/swell potential of these soils to more tolerable levels.

We recommend that the on-site soils be removed to allow for placement of a minimum thickness of 6 feet of select fill across the building areas. In cut areas of the proposed airnasium/bath house



where the Stratum II tan to reddish tan silty clay or the Stratum III limestone is exposed, the select fill thickness may be reduced, but in no case should it be less than 12 inches thick within the proposed building pads. As stated previously, all Stratum Ia fill soils should be completely removed from the proposed building areas. The subgrade preparation discussed above should reduce the estimated PVR of the subgrade to approximately one inch or less. In addition, the differential soil movement (y_m) values for the PTI design procedure should be reduced to 0.7 and 0.4 inch for center lift and edge lift, respectively.

Material and compaction requirements for select fill soils are outlined in the "Earthwork" subsection. We suggest the use of crushed limestone base in the upper 6 inches of the fill pad from a standpoint of construction access during wet weather, as well as from a standpoint of floor slab support. Select fill should be used for all fill applications in the building areas.

Just prior to fill placement, exposed soil subgrade areas should be scarified to a depth of six inches, moisture conditioned, and recompact to at least 95 percent of the Standard Proctor (ASTM D 698) maximum dry density. Exposed Stratum I dark brown to reddish brown clayey subgrade areas should be moisture adjusted to between optimum and +4 percent of optimum moisture content. Exposed Stratum II tan silty clay subgrade areas should be moisture conditioned to between -3 and +3 percent of optimum moisture content. The subgrade should not be allowed to dry out prior to placement of fill. This will reduce the shrink/swell potential of these soils, in addition to reducing their permeability, which will help to protect the underlying clayey subgrade from changes in moisture content. Other measures recommended to reduce moisture infiltration into the subgrade area are presented in the "Drainage" subsection of this report.

We should note that the Center Lift and Edge Lift differential soil movements estimated above are based upon reductions in potential soil movements (PVR) as a result of the select fill placement. These values cannot be determined for various fill thicknesses directly from the PTI Manual.



We recommend that grade beams extend at least 24 inches below final grade. This recommendation is to reduce surface water migration below the foundation elements and to develop proper end bearing and is not based on structural considerations. The grade beam width and depth should be properly evaluated by the structural engineer. Grade beams may be thickened and widened at column locations to serve as spread footings at these concentrated load areas.

For slab-on-grade foundations, we recommend that measures be taken whenever practical to increase the tolerance of the building to post-construction foundation movements. An example of such measures would be to provide frequent control joints for rock/masonry veneer exteriors to control cracking across such walls and concentrate movement along the joints. For any flatwork outside of the structure which will be sensitive to movement, subgrade preparation as discussed previously should be considered.

The parameters indicated for the above design conditions are based on criteria published by the Post Tensioning Institute (PTI) (along with modifications previously discussed) and the Building Research Advisory Board (B.R.A.B.). The Potential Vertical Rise (PVR) values were estimated based on Texas Department of Transportation Method TEX-124-E. The PTI and B.R.A.B. methods are essentially empirical design techniques and the parameters provided are based on our interpretation of the project soil borings and criteria published in the respective design manuals. The edge moisture variation distances (e_m) are based on the Thornthwaite Moisture Index (I_m) chart provided in the PTI design manual. Selection of this parameter from the chart can result in a range of values for e_m in the Central Texas area from about 4.3 to 5.8 feet for center lift and from 2.4 to 3.1 feet for edge lift. The parameters necessary to complete the PTI design are based on data the authors acquired on performance of an undetermined number of slab foundations. We should note that moisture variations in the subgrade soils due to poor drainage, leakage of utilities, etc. could induce volumetric changes resulting in movements which are in excess of those estimated by the PVR and PTI procedures.



Crests of fill embankments to be placed adjacent to building foundations should be located a minimum of 8 feet away from the buildings; the embankment slopes should preferably be sloped at 3(H):1(V) or flatter. Variations from the above recommendations should be reviewed by HBC on a case-by-case basis.

Post-construction settlements for slab-on-grade foundations described in this subsection should be approximately one inch or less, assuming proper construction and site preparation. The settlement response of the slab-on-grade foundation will be influenced more by the quality of construction and select fill placement than soil-structure interaction.

Foundation Construction

Drilled Pier Foundations

Drilled pier foundations should be augered and constructed in a continuous manner. Concrete should be placed in the pier excavations following drilling and evaluation for proper bearing stratum, embedment, and cleanliness. The piers should not be allowed to remain open overnight before concrete placement. Surface runoff or groundwater seepage accumulating in the excavation should be pumped out and the condition of the bearing surface should be evaluated immediately prior to placing concrete. The drilling equipment utilized should be capable of readily penetrating the Walnut Formation limestone observed at the site.

Zones of sloughing soils and/or groundwater inflow are a possibility during pier construction. We therefore recommend that provisions be incorporated into the plans and specifications to utilize casing to control sloughing and/or groundwater seepage during pier construction, should it occur.

If casing is utilized, removal of the casing should be performed with extreme care and under proper supervision to minimize mixing of the surrounding soil and water with the fresh concrete. Concrete should be placed with a tremie and should exhibit a six-inch slump with a \pm one inch tolerance. Under no circumstances should loose soil be placed in the space between the casing and the pier sidewalls.

The use of casing should help to minimize groundwater inflow into the pier excavation. If seepage persists even after casing installation, the water should be pumped out of the excavation immediately prior to placing concrete. If groundwater inflow is too severe to be controlled by pumping, the concrete should be tremied to the full depth of the excavation to effectively displace the water. In this case, a "clean-out" bucket should be utilized to remove loose soil and/or rock fragments from the pier bottom before placing steel and concrete.

Slab-on-Grade Foundations

Grade beams for the slab-on-grade foundation should be neat excavated if possible. If neat excavation is not possible, the foundations should be properly formed. If a toothed bucket is used, excavation with this bucket should be stopped six inches above final grade and the grade beam excavation completed with a smooth-mouthed bucket or by hand labor. In limestone subgrade areas, excavation with rock trenching equipment or similar equipment capable of excavating limestone may be necessary. Debris in the bottom of the excavation should be removed prior to steel placement.

The foundation excavation should be sloped sufficiently to create internal sumps for runoff collection and removal. If surface runoff water or groundwater seepage in excess of one inch accumulates at the bottom of the foundation excavation, it should be collected, removed, and not allowed to adversely affect the quality of the bearing surface.

If utilized, the post-tensioned slab-on-grade construction technique should be carefully monitored by qualified personnel. The sophistication of this construction procedure requires careful attention to details such as concrete integrity and anchorages, along with tendon spacing, support, covering, and stressing. Poor construction could result in a non-functional slab foundation system.

Foundation Construction Monitoring

The performance of the foundation systems for the proposed structures will be highly dependent upon the quality of construction. Thus, we recommend that the foundation installation be monitored



by HBC Engineering to identify the proper bearing strata and depths and to help evaluate foundation construction. We would be pleased to develop a plan for foundation monitoring to be incorporated in the overall quality control program.

Lateral Earth Pressures

Presented below are at-rest, active, and passive earth pressure coefficients for various backfill types adjacent to below-grade walls or retaining walls. At-rest earth pressures are recommended in cases where little wall yield is expected (such as structural below-grade walls). Active earth pressures may be utilized in cases where the walls can exhibit a certain degree of horizontal movement (such as cantilevered retaining walls).

Backfill Type	Estimated Total Unit Weight (psf)	Lateral Earth Pressure Coefficients		
		At Rest (K _o)	Active (K _a)	Passive (K _p)*
Crushed Limestone	140	0.45	0.3	3.5
Clean Sand	120	0.5	0.35	3.0
Clean Gravel	120	0.45	0.3	3.5
On-site Rock/Soil**	135	0.5	0.35	3.0

- * Passive earth pressure coefficients represent ultimate values. Appropriate safety factors (generally at least 2.0) should be applied when utilizing passive earth pressures.
- ** Prepared as outlined for select fill in the "Earthwork" subsection.

The above values do not include a hydrostatic or ground level surcharge component. The effect of surcharge loads, where applicable, should be incorporated into wall pressure diagrams by adding a pressure component equal to the applicable lateral earth pressure coefficient times the surcharge load to the full height of the wall.

The compactive effort should be controlled during backfill operations. Overcompaction can produce lateral earth pressures in excess of at-rest magnitudes. Compaction levels adjacent to below-grade



walls should be maintained between 95 and 100 percent of Standard Proctor (ASTM D 698) maximum dry density.

For retaining walls or below-grade wall footings bearing on soil or properly compacted select fill, a coefficient of sliding resistance of 0.4 (maximum allowable sliding resistance of 500 psf) and a maximum footing bearing capacity of 2,500 psf should be considered. For rock subgrade, a sliding coefficient of 0.7 (maximum resistance of 1,500 psf) and a maximum footing bearing capacity of 4,000 psf may be utilized. All retaining walls should be checked against failure due to overturning, sliding, and overall slope stability. Such an analysis can only be performed once the dimensions of the wall are known.

A wall drain is recommended for collection and removal of surface water percolation along the base of the walls. Proper control of surface water percolation will help to prevent buildup of higher wall pressures. The final 12 inches of backfill should preferably consist of cohesive soil, to help reduce percolation of surface water into the backfill.

Pavement Design

Both flexible pavement systems (consisting of asphalt and crushed limestone base) and reinforced concrete pavement systems may be considered for this project. Detailed traffic loads and frequencies were not available. However, we anticipate that traffic will consist primarily of passenger vehicles in the parking areas and passenger vehicles combined with delivery trucks in driveways. Tabulated below are the assumed traffic frequencies and loads used to design pavement sections for this project.

Pavement Type	Traffic Design Index	Description
Parking Areas:	DI-1	Light traffic - Few vehicles heavier than passenger cars, no regular use by heavily loaded two axle trucks or larger vehicles. (EAL* < 5)
Driveways (Light duty):	DI-2	Medium to light traffic - Similar to DI-1 including not over 50 loaded two axle trucks or lightly loaded larger vehicles per day. No regular use by heavily loaded trucks with three or more axles. (EAL=6-20)

* Equivalent daily 18-kip single axle load applications.

Listed below are pavement component thicknesses which may be used as a guide for pavement systems at the site for traffic classifications stated herein, assuming that the pavement subgrade is properly prepared as indicated in the "Earthwork" subsection. We should note that these systems were derived based on the Stratum I dark brown to reddish brown clay subgrade, which exists near the surface across the site. No specific testing (such as CBR's, resilient modulus, etc.) was performed for this project to evaluate the support characteristics of the subgrade.

In proposed pavement areas, Stratum Ia dark brown and tan clayey fill soils, such as those observed at boring B-8, should be excavated to a depth of at least 24 inches, cleaned of any debris or organics, and then recompact as discussed in the "Earthwork" subsection.

Lime treatment of the Stratum I clay subgrade soils should be considered, for it will help to enhance the support characteristics of the subgrade as well as to provide a barrier to reduce moisture infiltration into the underlying clay subgrade. The lime treatment also helps to reduce the shrink/swell potential of the lime-treated layer.



FLEXIBLE PAVEMENT SYSTEM

Component	Material Thickness	
	DI-1	DI-2
Asphaltic Concrete	1.5	2.0
Crushed Limestone Base	9.0 *	10.0 *
Moisture Conditioned Subgrade	6.0	6.0

* The required base thickness may be reduced by three inches if the subgrade is lime-treated to a depth of at least six inches instead of moisture conditioned.

RIGID PAVEMENT SYSTEM

Component	Material Thickness, Inches	
	DI-1	DI-2
Reinforced Concrete	5.0	6.0 *
Moisture Conditioned Subgrade	6.0	6.0

* The reinforced concrete thickness for the DI-2 condition may be reduced by one inch if the subgrade is lime-treated to a depth of at least six inches instead of moisture conditioned.

- Reinforcing Steel: #3 bars spaced at 18 inches on centers in both directions.
- Control Joint Spacing: Maximum of 15 feet. If sawcut, control joints should be cut within 6 to 12 hours of concrete placement.
- Expansion Joint Spacing: Maximum of 75 feet.
- Dowels at Expansion Joints: 3/4 inch bars, 18 inches in length, with one end treated to slip, spaced at 12 inches on centers at each joint.

Presented below are our recommended material requirements for the various pavement sections.

Hot Mix Asphaltic Concrete (HMAC) Surface Course – The asphaltic concrete surface course should be plant mixed, hot laid Type D (Fine Graded Surface Course) meeting the master specifications requirements in TxDOT Item 340 or City of Austin (COA) Standard

Specifications Item 340. The mix should be designed for a stability of at least 35 and should be compacted to between 91 and 97 percent of the maximum theoretical density as determined by ASTM D 2041.

Reinforced Concrete – Concrete should be designed to exhibit a flexural strength (3-point loading) of at least 500 psi at 28 days. The flexural strength (M_f) may be approximated by the following formula from ACI 330R: $M_f = 2.3(f_c^{2/3})$, where f_c is the compressive strength of the concrete. As an option, a 28-day compressive strength requirement of 4,000 psi may be utilized.

Crushed Limestone Base – Base material should be composed of crushed limestone meeting the requirements of TxDOT Item 247, Type A, Grade 1 or COA Item 210. The base should be compacted to a minimum of 95 percent of the maximum density as determined by the modified moisture/density relation (ASTM D 1557) at -3 to +3 percent of optimum moisture content. (As an option, compaction to at least 100 percent of the TEX-113E maximum dry density may be considered).

Lime Treated Subgrade – If the subgrade is not moisture conditioned, the subgrade should be treated with lime meeting the requirements of TxDOT 1993 Standard Specifications Item 264. Lime treatment may be accomplished by either the dry placement or slurry placement process in accordance with TxDOT Item 260 procedures.

We anticipate that approximately 5 to 8 percent hydrated lime will be required to treat the subgrade soils. Prior to the application of lime to the subgrade, the optimum percentage of lime to be added should be determined based on Plasticity Index (TEX-112-E) and/or pH (ASTM D 6276) laboratory tests conducted on mixtures of the subgrade soils with lime. Subgrade soil samples should be obtained from the pavement area at the proposed final subgrade elevation.

The lime should initially be blended with a mixing device such as a Pulvermixer, sufficient water added, and be allowed to cure for at least 48 hours. After curing, mixing should continue until the gradation requirements of TxDOT 1993 Standard Specifications Item 260.4 are met. The mixture should then be moisture adjusted and compacted to a minimum of 95 percent of the maximum dry density as determined by TEX-113-E.

Moisture Conditioned Subgrade – The subgrade should be scarified to a depth of six inches, moisture adjusted, and then recompact to at least 95 percent of the maximum dry density as determined by ASTM D 698. Exposed Stratum I dark brown to reddish brown clayey subgrade areas and Stratum Ia fill soils should be moisture adjusted to between optimum and +4 percent of optimum moisture content. Exposed Stratum II tan silty clay subgrade areas should be moisture conditioned to between -3 and +3 percent of optimum moisture content. Care should be taken to insure that the subgrade does not dry out or become saturated prior to pavement construction.

It is important that proper perimeter drainage be provided so that infiltration of surface water from unpaved areas surrounding the pavement is minimized, or if this is not possible, curbs should extend through base and into the subgrade. A crack sealant compatible to both asphalt and concrete should be provided at concrete-asphalt interfaces. We should note that post-construction subgrade movements and some cracking of asphaltic pavements is not uncommon for clayey subgrade conditions such as those observed at this site. Although lime treatment will help to reduce such movement/cracking, it cannot be economically eliminated.

We recommend that waste dumpster areas be constructed of reinforced concrete. The concrete pad areas should be designed so that the vehicle wheels of the collection truck are supported on the concrete while the dumpster is being lifted. Dumpster areas that are not designed in this manner often experience localized failures due to large wheel loading imposed during waste collection.

Earthwork

Construction areas should be stripped of all vegetation, loose topsoil, organics, debris, asphaltic pavement, existing base material, concrete, fill soils, etc. Remnants of existing pavements and existing foundation units from the existing structures to be demolished should be completely removed from all proposed building areas and to at least 24 inches below final grade in proposed paving areas. Utilities and associated bedding material that are planned to be abandoned should be completely removed from within the proposed building areas. Once final subgrade elevation has been achieved, exposed soil subgrade areas should be carefully proofrolled with a 15-ton roller or equivalent equipment to detect weak zones. Weak areas detected during proofrolling, as well as zones containing debris or organics and voids resulting from removal of tree roots, foundation units, utilities, etc., should be removed and replaced with soils exhibiting similar classification, moisture content, and density as the adjacent in-situ soils. Proper site drainage should be maintained during construction so that ponding of surface runoff does not occur and cause construction delays and/or inhibit site access. Please note that additional subgrade preparation recommendations specific to



building foundations, pavements, etc. are located in the sections of this report which address these topics. The above subgrade preparation refers to general site preparation only.

All Stratum Ia fill soils should be completely excavated and removed from proposed building areas. In proposed pavement areas (or other areas sensitive to future settlement), pavements placed upon the Stratum Ia fill soils will be subject to future settlement of the fill. Complete excavation, removal, and recompaction of the Stratum Ia fill soils in the proposed pavement areas would reduce the potential for future settlement, however it would likely not be economically feasible. An option would be to rework the upper portion (24 inches) of the fill below the pavement interface to reduce differential settlements, with the understanding that some settlement (which could result in increased maintenance of the pavements) may occur. In proposed pavement areas, all concrete, asphalt, wood, and other debris should be removed from the exposed Stratum Ia fill soils prior to recompaction. Boulders larger than 6 inches in their largest dimension should be removed and not utilized in the fill. The recommended maximum lift height of the recompacted on-site soils is 12 inches. The final two subgrade lifts shall be no more than 6 inches in compacted thickness and contain no rocks larger than four inches in their largest dimensions.

Imported select fill to be placed within the proposed building areas should consist of crushed limestone base material meeting the requirements of the Texas Department of Transportation (TxDOT) 1993 Standard Specifications Item 247, Type A, Grade 4. As an alternative, low-plasticity granular fill material which does not meet these specifications may be utilized only if approved by HBC. Imported select fill should be compacted to at least 95 percent of the Standard Proctor (ASTM D 698) maximum dry density at a moisture content ranging between -3 and +3 percent of optimum moisture content. Imported select fill should be placed on prepared surfaces in lifts not to exceed 8 inches loose measure, with compacted thicknesses not to exceed 6 inches.

Fill to be utilized in pavement and/or general areas may consist of on-site soils provided it is free of organics, debris, and rocks greater than 4 inches in their largest dimension. Stratum I dark brown



to brown clayey soils and Stratum Ia fill soils should be compacted to the density indicated above at a moisture content between optimum and +4 percent of optimum moisture content. Stratum II silty clay soils should be moisture conditioned and compacted to the density indicated above for select fill soils.

Drainage

The performance of the foundation systems for the proposed structures will not only be dependent upon the quality of construction, but also upon the stability of the moisture content of the near surface soils. Therefore, we highly recommend that site drainage be developed so that ponding of surface runoff near the structures does not occur. Accumulation of water near the structure foundations may cause significant moisture variations in the soils adjacent to the foundations, thus increasing the potential for structural distress. In addition, the owner and/or builder should be made aware that placing large bushes and trees adjacent to the structures may cause significant moisture variations in the soils underlying the structure. Watering of vegetation should be performed in a timely and controlled manner and prolonged watering should be avoided. Special care should be taken to insure that underground utilities do not develop leaks with time.

Additional Design and Construction Considerations

HBC should be provided the opportunity to review the final plans and specifications to check that these and subsequent recommendations are properly interpreted. HBC cannot be responsible for misinterpretations of our recommendations if we have not had an opportunity to review these documents.

Construction monitoring services should be provided for subgrade preparation and fill compaction, as well as foundation installation (already discussed). HBC should be retained to provide these services to check that construction is in accordance with the intentions of this report.



GENERAL COMMENTS

We do not anticipate that subsurface conditions which differ significantly from those encountered exist at the site. However, variations may occur due to the geology of the area as well as filled areas which may not have been detected in the boring program. Should any subsurface conditions other than those described in this report be encountered, HBC should be immediately notified so that further evaluation and supplemental recommendations can be provided.

This study was performed in accordance with accepted geotechnical engineering practice. Determination of excavation, trench safety, dewatering, and trafficability requirements is the responsibility of others specializing in those areas. In the event that any changes in the nature, design, or location of the improvements are made, the conclusions and recommendations in this report should not be considered valid until the changes are reviewed and the conclusions and recommendations modified or verified in writing by HBC Engineering.

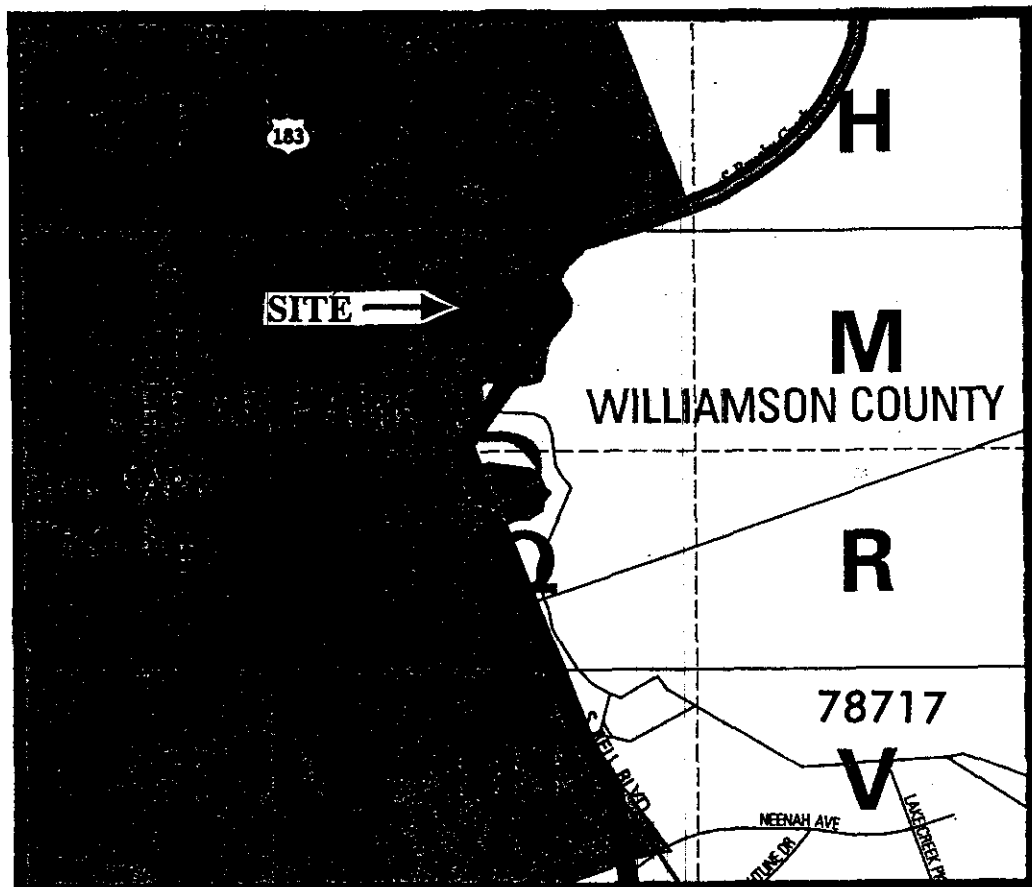
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- ¹ Garner, L.E. and Young, K.P., "Environmental Geology of the Austin Area: An Aid to Urban Planning", Bureau of Economic Geology, The University of Texas at Austin, 1976.



APPENDIX

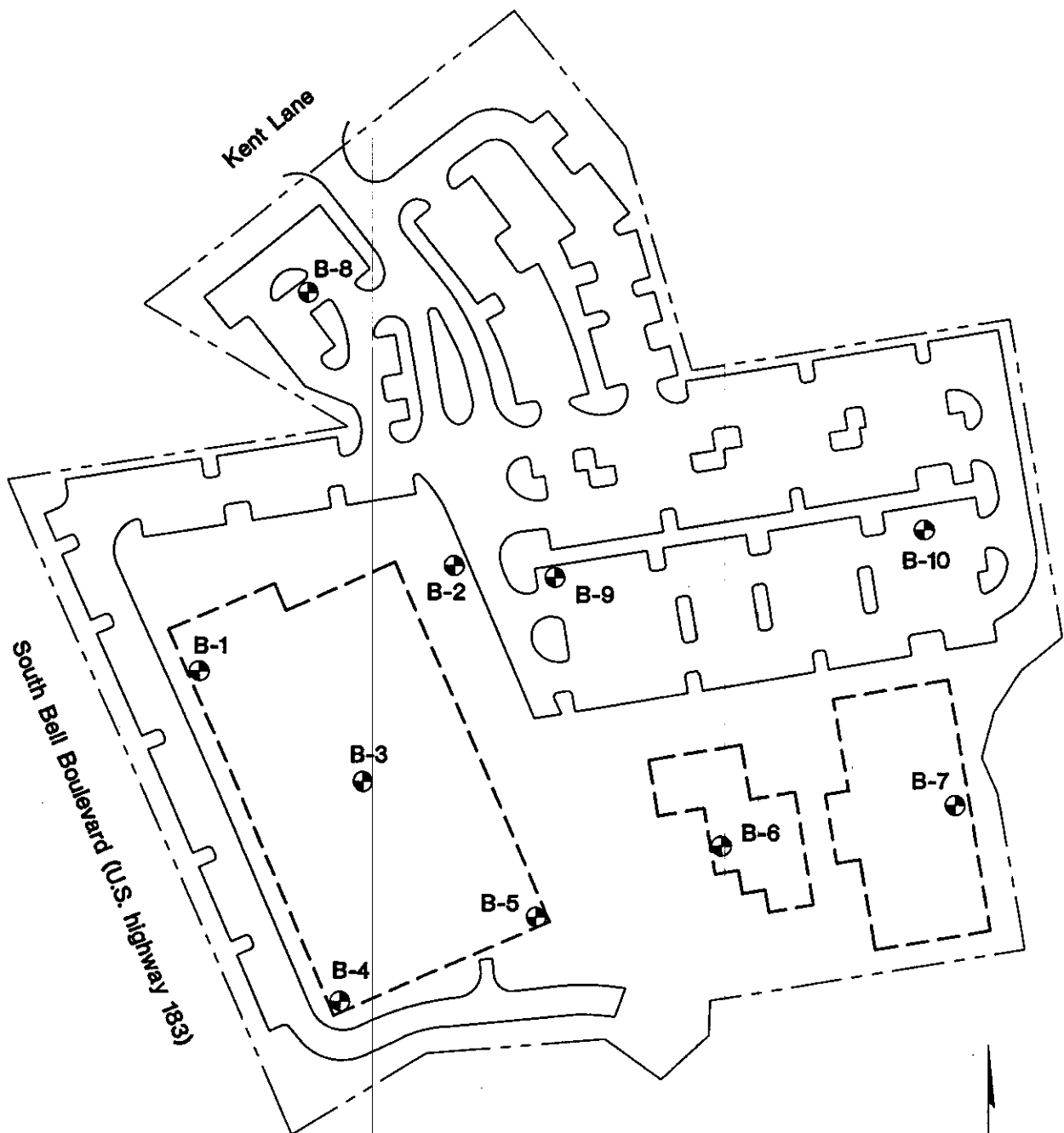
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VICINITY PLAN

YMCA of Greater Williamson County
U.S. Highway 183 at Kent Lane
Cedar Park, Texas

HBC Project No. 96025015



LEGEND

- Project Limits
- Proposed Structure Limits
- Proposed Paving Limits
- ⊕ Boring Locations

SCALE-FEET



PROJECT LAYOUT
YMCA of Greater Williamson County
Highway 183 at Kent Lane
Cedar Park, Texas

HBC Project No. 96025015

LOG OF BORING

PROJECT: YMCA of Greater Williamson County
U.S. Highway 183 at Kent Lane
Cedar Park, Texas

CLIENT: Baker-Aicklen & Associates, Inc.
Cedar Park, Texas


BORING NO. B-1
PROJECT NO. 96025015
DATE 1-28-02
SURFACE ELEVATION

PAGE 1 of 1

FIELD DATA				LABORATORY DATA								DRILLING METHOD(S): Dry Augered 0 to 6 feet; Wet Rotary 6 to 20 feet	
DEPTH (FT)	SOIL SYMBOL	SAMPLES	N: BLOWS/FT T: INCHES/100 BLOWS P: TONS/SQ FT R: PERCENT RQD: PERCENT	MOISTURE CONTENT (%)	DRY DENSITY POUNDS/CU FT	ATTERBERG LIMITS (%)			MINUS NO. 200 SIEVE (%)	COMPRESSIVE STRENGTH (TONS/SQ FT)	FAILURE STRAIN (%)	CONFINING PRESSURE (POUNDS/SQ IN)	GROUNDWATER INFORMATION: No groundwater observed during dry augering.
						LL	PL	PI					
DESCRIPTION OF STRATUM													
5			P=4.5+ N=50/6" N=50/5"	15		37	23	14					Hard dark brown clay (CH) Hard tan silty clay (CL) with limestone fragments and seams
10			R=100 RQD=33 R=100 RQD=53		146					106			Gray limestone (Walnut Formation) with marl seams -fossiliferous to 12 feet
15			R=93 RQD=83		142					116			
20													Boring Terminated at 20 feet
25													
30													
35													
40													


N - STANDARD PENETRATION TEST RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
P - POCKET PENETROMETER RESISTANCE
R - PERCENTAGE OF ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:




LOB 96025015.GPJ 2/14/02

LOG OF BORING

PROJECT: YMCA of Greater Williamson County U.S. Highway 183 at Kent Lane Cedar Park, Texas										BORING NO. B-2 PROJECT NO. 96025015 DATE 1-28-02			
CLIENT: Baker-Aicklen & Associates, Inc. Cedar Park, Texas										SURFACE ELEVATION			
PAGE 1 of 1													
FIELD DATA				LABORATORY DATA						DRILLING METHOD(S): Dry Augered 0 to 10 feet; Wet Rotary 10 to 20 feet			
DEPTH (FT)	SOIL SYMBOL	SAMPLES	N: BLOWS/FT T: INCHES/100 BLOWS P: TONS/SQ FT R: PERCENT RQD: PERCENT	MOISTURE CONTENT (%)	DRY DENSITY POUNDS/CU FT	ATTERBERG LIMITS (%)			MINUS NO. 200 SIEVE (%)	COMPRESSIVE STRENGTH (TONS/SQ FT)	FAILURE STRAIN (%)	CONFINING PRESSURE (POUNDS/SQ IN)	
						LL	PL	PI					
GROUNDWATER INFORMATION: No groundwater observed during dry augering.													
DESCRIPTION OF STRATUM													
			P=4.5	37		80	28	52					Hard dark brown clay (CH)
5			N=50/6"										Hard tan silty clay (CL) with limestone fragments and seams
			N=50/3"										
			N=50/2"										
10			N=50/2"										
15			R=67 RQD=0										Tan limestone (Walnut Formation) with marl seams -weathered and fractured to 15 feet -gray limestone below 13 feet
20			R=100 RQD=25	145					55				
25													Boring Terminated at 20 feet
30													
35													
40													
N - STANDARD PENETRATION TEST RESISTANCE T - TXDOT CONE PENETRATION RESISTANCE P - POCKET PENETROMETER RESISTANCE R - PERCENTAGE OF ROCK CORE RECOVERY RQD - ROCK QUALITY DESIGNATION										REMARKS:			


LOB 96025015.GPJ 2/12/02

LOG OF BORING

PROJECT: YMCA of Greater Williamson County U.S. Highway 183 at Kent Lane Cedar Park, Texas										BORING NO. B-3		PROJECT NO. 96025015		DATE 1-28-02	
CLIENT: Baker-Aicklen & Associates, Inc. Cedar Park, Texas										SURFACE ELEVATION					
PAGE 1 of 1															
FIELD DATA					LABORATORY DATA						DRILLING METHOD(S): Dry Augered 0 to 12 feet; Wet Rotary 12 to 20 feet				
DEPTH (FT)	SOIL SYMBOL	SAMPLES	N: BLOWS/FT T: INCHES/100 BLOWS P: TONS/SQ FT R: PERCENT RQD: PERCENT	MOISTURE CONTENT (%)	DRY DENSITY POUNDS/CU.FT	ATTERBERG LIMITS (%)			MINUS NO. 200 SIEVE (%)	COMPRESSIVE STRENGTH (TONS/SQ FT)	FAILURE STRAIN (%)	CONFINING PRESSURE (POUNDS/SQ IN)	GROUNDWATER INFORMATION: No groundwater observed during dry augering.		
						LL	PL	PI							
DESCRIPTION OF STRATUM															
			P=4.5+	41		77	29	48					Hard dark brown clay (CH) with limestone fragments		
5			N=83/10"										Hard tan silty clay (CL) with limestone fragments and seams		
			N=50/6"												
			N=50/6"												
10			N=50/3"												
15			R=100 RQD=25										Gray limestone (Walnut Formation) with marl seams -fossiliferous to 14 feet		
			R=100 RQD=43												
20					149					196			Boring Terminated at 20 feet		
25															
30															
35															
40															
N - STANDARD PENETRATION TEST RESISTANCE T - TXDOT CONE PENETRATION RESISTANCE P - POCKET PENETROMETER RESISTANCE R - PERCENTAGE OF ROCK CORE RECOVERY RQD - ROCK QUALITY DESIGNATION										REMARKS:					

LOB 96025015.GPJ 2/12/02

LOG OF BORING

PROJECT: YMCA of Greater Williamson County U.S. Highway 183 at Kent Lane Cedar Park, Texas										BORING NO. B-4 PROJECT NO. 96025015 DATE 1-28-02 SURFACE ELEVATION			
CLIENT: Baker-Aicklen & Associates, Inc. Cedar Park, Texas										PAGE 1 of 1			
FIELD DATA					LABORATORY DATA					DRILLING METHOD(S): Dry Augered 0 to 10 feet; Wet Rotary 10 to 20 feet			
DEPTH (FT)	SOIL SYMBOL	SAMPLES	N: BLOWS/FT T: INCHES/100 BLOWS P: TONS/SQ FT R: PERCENT RQD: PERCENT	MOISTURE CONTENT (%)	DRY DENSITY POUNDS/CU FT	ATTERBERG LIMITS (%)			MINUS NO. 200 SIEVE (%)	COMPRESSIVE STRENGTH (TONS/SQ FT)	FAILURE STRAIN (%)	CONFINING PRESSURE (POUNDS/SQ IN)	GROUNDWATER INFORMATION: No groundwater observed during dry augering.
						LL	PL	PI					
DESCRIPTION OF STRATUM													
			P=4.5+	40									Hard dark brown clay (CH) with limestone fragments
5			P=4.5+	16		27	17	10					Hard tan silty clay (CL) with limestone fragments and seams
			N=50/3"										
			N=50/4"										
10			N=50/2"										
			R=95 RQD=37		146					76			Gray limestone (Walnut Formation) with marl seams -fossiliferous to 14 feet
15													
			R=100 RQD=82		147					79			
20													Boring Terminated at 20 feet
25													
30													
35													
40													
N - STANDARD PENETRATION TEST RESISTANCE T - TXDOT CONE PENETRATION RESISTANCE P - POCKET PENETROMETER RESISTANCE R - PERCENTAGE OF ROCK CORE RECOVERY RQD - ROCK QUALITY DESIGNATION										REMARKS:			

LOB 96025015.GPJ 2/12/02

LOG OF BORING

PROJECT: YMCA of Greater Williamson County
U.S. Highway 183 at Kent Lane
Cedar Park, Texas

CLIENT: Baker-Aicklen & Associates, Inc.
Cedar Park, Texas

BORING NO. B-5
PROJECT NO. 96025015
DATE 1-28-02
SURFACE ELEVATION

PAGE 1 of 1

FIELD DATA				LABORATORY DATA								DRILLING METHOD(S): Dry Augered 0 to 20 feet	
DEPTH (FT)	SOIL SYMBOL	SAMPLES	N: BLOWS/FT T: INCHES/100 BLOWS P: TONS/SQ FT R: PERCENT RQD: PERCENT	MOISTURE CONTENT (%)	DRY DENSITY POUNDS/CU FT	ATTERBERG LIMITS (%)			MINUS NO. 200 SIEVE (%)	COMPRESSIVE STRENGTH (TONS/SQ FT)	FAILURE STRAIN (%)	CONFINING PRESSURE (POUNDS/SQ IN)	GROUNDWATER INFORMATION: No groundwater observed during drilling.
						LL	PL	PI					
DESCRIPTION OF STRATUM													
			P=3.5	39	78					1.42	8		Stiff to hard dark brown clay (CH)
			P=4.5+	39		89	28	61					
5			N=50/4"										Hard tan silty clay (CL) with limestone fragments and seams
			N=50/3"										
10			N=50/3"										
			N=50/3"										
15			N=50/3"										Tan limestone (Walnut Formation), weathered, with marl seams
			N=50/2"										
20													Boring Terminated at 20 feet
25													
30													
35													
40													

N - STANDARD PENETRATION TEST RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
P - POCKET PENETROMETER RESISTANCE
R - PERCENTAGE OF ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:

HBC
ENGINEERING, INC.

LOB 96025015.GPJ 2/14/02

LOG OF BORING

PROJECT: YMCA of Greater Williamson County
U.S. Highway 183 at Kent Lane
Cedar Park, Texas

CLIENT: Baker-Aicklen & Associates, Inc.
Cedar Park, Texas

BORING NO. B-7

PROJECT NO. 96025015

DATE 1-28-02

SURFACE ELEVATION

PAGE 1 of 1

FIELD DATA					LABORATORY DATA								DRILLING METHOD(S): Dry Augered 0 to 10 feet	
DEPTH (FT)	SOIL SYMBOL	SAMPLES	N: BLOWS/FT T: INCHES/100 BLOWS P: TONS/SQ FT R: PERCENT RQD: PERCENT	MOISTURE CONTENT (%)	DRY DENSITY POUNDS/CU FT	ATTERBERG LIMITS (%)			MINUS NO. 200 SIEVE (%)	COMPRESSIVE STRENGTH (TONS/SQ FT)	FAILURE STRAIN (%)	CONFINING PRESSURE (POUNDS/SQ IN)	GROUNDWATER INFORMATION: No groundwater observed during drilling.	
						LL	PL	PI					DESCRIPTION OF STRATUM	
5	LL		P=4.5+	9									Fill - dark brown and reddish tan silty clay (CL) with calcareous nodules, sand, and gravel -sandy to 1 foot	
	LL		P=4.5+										-primarily dark brown clay from 4 to 6 feet	
	LL		P=4.5+	24		84	24	60						
	LL		P=4.5+											
10	LL		P=4.5+	22	104					2.09	6		Very stiff to hard reddish tan silty clay (CL) with calcareous nodules and limestone fragments	
													Boring Terminated at 10 feet	
15														
20														
25														
30														
35														
40														
N - STANDARD PENETRATION TEST RESISTANCE T - TXDOT CONE PENETRATION RESISTANCE P - POCKET PENETROMETER RESISTANCE R - PERCENTAGE OF ROCK CORE RECOVERY RQD - ROCK QUALITY DESIGNATION										REMARKS:			HBC ENGINEERING, INC.	


LOB 96025015.GPJ 2/15/02

LOG OF BORING

PROJECT: YMCA of Greater Williamson County
U.S. Highway 183 at Kent Lane
Cedar Park, Texas


CLIENT: Baker-Aicklen & Associates, Inc.
Cedar Park, Texas

BORING NO. B-8
PROJECT NO. 96025015
DATE 1-28-02
SURFACE ELEVATION

FIELD DATA					LABORATORY DATA							DRILLING METHOD(S): Dry Augered 0 to 5 feet	
DEPTH (FT)	SOIL SYMBOL	SAMPLES	N: BLOWS/FT T: INCHES/100 BLOWS P: TONS/SQ FT R: PERCENT ROD: PERCENT	MOISTURE CONTENT (%)	DRY DENSITY POUNDS/CU.FT	ATTERBERG LIMITS (%)			MINUS NO. 200 SIEVE (%)	COMPRESSIVE STRENGTH (TONS/SQ FT)	FAILURE STRAIN (%)	CONFINING PRESSURE (POUNDS/SQ IN)	GROUNDWATER INFORMATION: No groundwater observed during drilling.
						LL LIQUID LIMIT	PL PLASTIC LIMIT	PI PLASTICITY INDEX					
DESCRIPTION OF STRATUM													
5			P=2.5	21	103					0.77	6		Fill - dark brown and tan silty clay (CL) with limestone fragments
			P=4.5	22		49	23	26					Hard tan silty clay (CL) with limestone fragments
			P=4.5										Boring Terminated at 5 feet
10													
15													
20													
25													
30													
35													
40													

N - STANDARD PENETRATION TEST RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
P - POCKET PENETROMETER RESISTANCE
R - PERCENTAGE OF ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:



LOB 96025015.GPJ 2/12/02

LOG OF BORING

PROJECT: YMCA of Greater Williamson County
U.S. Highway 183 at Kent Lane
Cedar Park, Texas

CLIENT: Baker-Aicklen & Associates, Inc.
Cedar Park, Texas

BORING NO. B-9

PROJECT NO. 96025015

DATE 1-28-02

SURFACE ELEVATION

PAGE 1 of 1

FIELD DATA				LABORATORY DATA								DRILLING METHOD(S):		
DEPTH (FT)	SOIL SYMBOL	SAMPLES	N: BLOWS/FT T: INCHES/100 BLOWS P: TONS/SQ. FT R: PERCENT RQD: PERCENT	MOISTURE CONTENT (%)	DRY DENSITY POUNDS/CU. FT	ATTEBERG LIMITS (%)			MINUS NO. 200 SIEVE (%)	COMPRESSIVE STRENGTH (TONS/SQ. FT)	FAILURE STRAIN (%)	CONFINING PRESSURE (POUNDS/SQ IN)	GROUNDWATER INFORMATION:	
						LL	PL	PI					No groundwater observed during drilling.	
													DESCRIPTION OF STRATUM	
			P=4.5+	25	88					1.98	5		Stiff to hard dark brown clay (CH)	
			P=4.5+											
5			P=4.5+										Hard tan silty clay (CL) with limestone fragments	
													Boring Terminated at 5 feet	
10														
15														
20														
25														
30														
35														
40														
N - STANDARD PENETRATION TEST RESISTANCE T - TXDOT CONE PENETRATION RESISTANCE P - POCKET PENETROMETER RESISTANCE R - PERCENTAGE OF ROCK CORE RECOVERY RQD - ROCK QUALITY DESIGNATION										REMARKS:			HBC ENGINEERING, INC.	

















LOB 96025015.GPJ 2/12/02

LOG OF BORING

PROJECT: YMCA of Greater Williamson County U.S. Highway 183 at Kent Lane Cedar Park, Texas												BORING NO. B-10 PROJECT NO. 96025015 DATE 1-28-02	
CLIENT: Baker-Aicklen & Associates, Inc. Cedar Park, Texas												SURFACE ELEVATION	
PAGE 1 of 1													
FIELD DATA						LABORATORY DATA						DRILLING METHOD(S): Dry Augered 0 to 5 feet	
DEPTH (FT)	SOIL SYMBOL	SAMPLES	N: BLOWS/FT T: INCHES/100 BLOWS P: TONS/SQ FT R: PERCENT RQD: PERCENT	MOISTURE CONTENT (%)	DRY DENSITY POUNDS/CU FT	ATTERBERG LIMITS (%)			MINUS NO. 200 SIEVE (%)	COMPRESSIVE STRENGTH (TONS/SQ FT)	FAILURE STRAIN (%)	CONFINING PRESSURE (POUNDS/SQ IN)	GROUNDWATER INFORMATION: No groundwater observed during drilling.
						LL	PL	PI					
DESCRIPTION OF STRATUM													
5			P=4.5+ P=4.5+ P=4.5+	36	84					1.70	8		Stiff to hard dark brown clay (CH)
10													Boring Terminated at 5 feet
15													
20													
25													
30													
35													
40													
N - STANDARD PENETRATION TEST RESISTANCE T - TXDOT CONE PENETRATION RESISTANCE P - POCKET PENETROMETER RESISTANCE R - PERCENTAGE OF ROCK CORE RECOVERY RQD - ROCK QUALITY DESIGNATION										REMARKS:			

LOB 96025015.GPJ 2/12/02







KEY TO SOIL CLASSIFICATIONS AND SYMBOLS							
SOIL TYPES							
	CLAY		SILTY CLAY		SANDY CLAY		GRAVELLY CLAY
	SILT		CLAYEY SILT		SANDY SILT		GRAVELLY SILT
	SAND		CLAYEY SAND		SILTY SAND		FILL MATERIAL
	GRAVEL		CLAYEY GRAVEL		SILTY GRAVEL		CONCRETE, ASPHALT, AND/OR BASE MATERIAL

CONSISTENCY OF COHESIVE SOILS		
Penetration Resistance (blows per foot)	Consistency	Undrained Compressive Strength (tsf)
0 - 2	Very Soft	0 - 0.25
2 - 4	Soft	0.25 - 0.5
4 - 8	Firm	0.5 - 1.0
8 - 15	Stiff	1.0 - 2.0
15 - 30	Very Stiff	2.0 - 4.0
> 30	Hard	> 4.0

PLASTICITY OF COHESIVE SOILS		RELATIVE DENSITY OF COHESIONLESS SOILS	
Plasticity Index	Degree of Plasticity	Penetration Resistance (blows per foot)	Relative Density
0 - 5	None	0 - 4	Very Loose
5 - 10	Low	4 - 10	Loose
10 - 20	Moderate	10 - 30	Medium Dense
20 - 40	Plastic	30 - 50	Dense
> 40	Highly Plastic	> 50	Very Dense

TERMS CHARACTERIZING SOIL STRUCTURE	
Slickensided	- having inclined planes of weakness that are slick and glossy in appearance
Fissured	- containing shrinkage cracks, frequently filled with fine sand or silt; usually more or less vertical
Laminated	- composed of thin layers of varying color and texture
Interbedded	- composed of alternate layers of different soil types
Calcareous	- containing appreciable quantities of calcium carbonate

SAMPLER TYPES			
	Undisturbed Shelby Tube		Disturbed Shelby Tube
			Standard Penetration Test
			Auger Sample

AGENDA ITEM 35

Discuss and take appropriate action to authorize an engineering study for re-routing FM 1660.

Mike Weaver addressed the court regarding downtown Hutto and 5.5 miles of road to be built near it.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To authorize an engineering study for re-routing FM 1660, and to contact TxDOT to determine their participation in the project.

Vote: 5 - 0

< Attachment >

401 W Front Street
P.O. Box 639
Hutto, Texas 78634



Office: (512) 759-1011
Fax: (512) 846-2653

September 4th, 2003

Commissioner Limmer
Williamson County
County Courthouse
710 Main Street
Georgetown, Texas 78626

Dear Commissioner Limmer:

I am writing to let you know that the City Council passed a resolution on September 2nd, 2003 respectfully requesting Williamson County to enter into a Interlocal Agreement with the City of Hutto regarding the relocation and improvement of FM 1660.

As you are aware, the County ranks second in the State for percentage growth over the previous ten years, and this phenomenal growth is predicted to only increase dramatically over the next twenty-five years.

The relocation of FM 1660 east of Hutto will ease congestion and defer heavy Commercial traffic around the City and improve safety. As well as an addition for a continuous turn lane from Hwy 79 to CR 137. Williamson County has been very proactive in committing a large amount of funding to very important improvements.

I encourage the Commission to consider our request for the relocation and improvement of FM 1660. Please let me know if you have any questions or would like to discuss this critical project.

Sincerely,

Mike Fowler
Mayor of the City of Hutto

Enclosure: Resolution No. 92-03C

MF/mlp