

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called Agreement) is by and between Williamson County, Texas, a political subdivision of the State of Texas (hereinafter called OWNER) and Chasco Constructors LTD., L.L.P., (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The construction of a 10 ft. wide hike/bike trail, pedestrian bridges, drainage improvements, recreational amenities, and miscellaneous subsidiary items as designed, specified and indicated in the Bidding Documents and Contract Documents.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

10 ft. wide hike/bike trail, pedestrian bridges, drainage improvements, recreational amenities, and miscellaneous subsidiary items.

ARTICLE 2. DESIGN CONSULTANT

The Project has been designed by BWM Group, 102 E. Main, Round Rock, Texas 78664, (hereinafter called CONSULTANT) and who is to act as OWNER's representative, assume all duties and responsibilities and has the rights and authority assigned to CONSULTANT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. For purposes of this Agreement, any references in the Contract Documents to ENGINEER shall mean and include CONSULTANT.

ARTICLE 3. CONTRACT TIME

- 3.1 The Work within the Base Bid will be substantially completed within **270 consecutive calendar days** from the date when the contract time commences to run as provided in paragraph 2.03 of the General Conditions, and totally complete and ready for final payment in accordance with paragraph 14.07 of the General Conditions.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays,

expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Seven Hundred Dollars (\$700)** for each day that expires after the time specified in paragraph 3.1 above for Completion until the Work is complete.

ARTICLE 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Base Bid (hereinafter sometimes referred to as the "Contract Price"), **\$1,799,000.05**

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by CONSULTANT as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments to CONTRACTOR in accordance with paragraph 14.02 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.07 of the General Conditions.

5.1.1 Retainage Prior to Substantial Completion. Prior to Substantial Completion, progress payments will be made in an amount equal to the following percentage(s):

Retainage Relating to the Payment of Labor and Services:

- A. Following CONSULTANTS approval of CONTRACTOR's Application for Payment, OWNER shall pay the total amount of the approved Application for Payment in accordance with the Article 14 of the General Conditions, less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until Final Payment, and further less all previous payments and all further sums that may be retained by OWNER under the terms of the Contract Documents and/or under state or federal law.
- B. If the Work has been fifty percent (50%) completed as determined by CONSULTANT, and if the character and progress of the Work have been satisfactory to OWNER and CONSULTANT, OWNER, on recommendation of CONSULTANT and at written request of CONTRACTOR, may, at OWNER's sole option, determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of labor and services completed and in which case the remaining progress

payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of labor and services completed. OWNER shall, however, reserve the right to begin withholding retainage again if OWNER determines, in its sole discretion, that the character and progress of the Work become unsatisfactory.

Retainage Relating to the Payment of Materials and Equipment:

- A. For all materials and equipment not incorporated in the Work, but which will be incorporated within thirty (30) days of the pay estimate according to the schedule (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions), OWNER shall pay the total amount of an approved Application for Payment in accordance with the Article 14 of the General Conditions, less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until Final Payment, and further less all previous payments and all further sums that may be retained by OWNER under the terms of the Contract Documents and/or under state or federal law.
- B. The OWNER shall not be obligated to pay for any materials and/or equipment not incorporated in the Work and which will not be incorporated within thirty (30) days of the pay estimate according to the schedule and, therefore, no retainage shall be withheld in relation to such materials and/or equipment.

5.1.2 Retainage Upon Substantial Completion. Upon Substantial Completion, progress payments will be made in an amount equal to the following percentage(s):

Retainage Relating to the Payment of Labor and Services:

If OWNER has not opted to cease withholding retainage in accordance with subparagraph 5.1.1.B. above, OWNER shall pay, following CONSULTANTS approval of CONTRACTOR's Application for Payment, the total amount of the approved Application for Payment in accordance with the Article 14 of the General Conditions, less five percent (5%) of the amount thereof, which five percent (5%) shall be retained until Final Payment, and further less all previous payments and all further sums that may be retained by OWNER under the terms of the Contract Documents and/or under state or federal law.

Retainage Relating to the Payment of Materials and Equipment:

- A. For all materials and equipment not incorporated in the Work, but which will be incorporated within thirty (30) days of the pay estimate according to the schedule (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions), OWNER shall pay the total amount of an approved Application for Payment in accordance with the Article 14 of the General Conditions, less five percent (5%)

of the amount thereof, which five percent (5%) shall be retained until Final Payment, and further less all previous payments and all further sums that may be retained by OWNER under the terms of the Contract Documents and/or under state or federal law.

- B. The OWNER shall not be obligated to pay for any materials and/or equipment not incorporated in the Work and which will not be incorporated within thirty (30) days of the pay estimate according to the schedule and, therefore, no retainage shall be withheld in relation to such materials and/or equipment.

- 5.2 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by CONSULTANT in accordance with paragraph 14.07 of the General Conditions.

ARTICLE 6. INTEREST

All monies not paid when due as provided in the Contract Documents shall bear interest at the rate allowed under Chapter 2251 of the Texas Government Code.

ARTICLE 7. CONTRACTOR'S REPRESENTATIVES

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given the CONSULTANT written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CONSULTANT is acceptable to CONTRACTOR.

ARTICLE 8. INSPECTION AND AUDIT

CONTRACTOR's records shall be subject to audit and such records shall include, but not be limited to accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONTRACTOR records which may have a bearing on matters of interest to the OWNER in connection with the CONTRACTOR's work for the OWNER. All of the foregoing, hereinafter referred to as "records," shall be open to inspection and subject to audit and/or reproduction by OWNER or its authorized representative to the extent necessary to adequately permit evaluation and verification of:

- (a) CONTRACTOR compliance with the Contract Documents,
- (b) compliance with OWNER's business ethics policies,
- (c) compliance by other contractors or subcontractors with contracts with OWNER or CONTRACTOR, and
- (d) compliance with provisions for pricing change orders, invoices or claims submitted by the CONTRACTOR or any of its payees.

Other specific records subject to audit include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may, in OWNER's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may

apply to costs associated with this Project. In those situations where CONTRACTOR's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONTRACTOR agrees to provide OWNER or OWNER's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

OWNER or its designee shall be entitled to audit all of the CONTRACTOR's records for a period of three (3) years after final payment or a longer period if required by law.

CONTRACTOR shall require all payees (including those entering into lump sum subcontracts and lump sum major material purchase orders), to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between CONTRACTOR and any payee. Requirements to include flow-down audit provisions in contracts with payees will apply to subcontractors, sub-subcontractors, material suppliers, etc. when working under any type of contract including lump sum agreement, unit price agreements, time and material agreements, cost plus agreements, or other agreements. CONTRACTOR will cooperate fully and will cause all payees to cooperate fully in furnishing or in making available to OWNER from time to time whenever requested in an expeditious manner any and all such information, materials and data required by this section.

OWNER's agent or its authorized representative shall have access to the CONTRACTOR's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of the Work, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this section. OWNER shall, however, provide CONTRACTOR with three (3) days' advance notice of its intention to access CONTRACTOR's facilities.

ARTICLE 9 MISCELLANEOUS

- 8.1 Except as otherwise specifically set forth in the Contract Documents, terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 If any provision of the Contract Documents shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather the entire Contract Documents will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties

acknowledge that if any provision of the Contract Documents is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of the Contract Documents and be deemed to be validated and enforceable.

- 8.4. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 8.5. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.6. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 8.7. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- 8.8. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 8.9. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to OWNER, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. OWNER does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 8.10. OWNER believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. CONTRACTOR understands and agrees that the OWNER's payment of amounts under this Agreement is contingent on the OWNER receiving appropriations or other expenditure authority sufficient to allow the OWNER, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

8.12 OWNER and CONTRACTOR each binds itself, its partners, successor, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and CONSULTANT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by CONSULTANT on their behalf.

This Agreement will be effective on _____, 2008

OWNER

Williamson County, Texas

By: 

Dan A. Gattis,
Williamson County Judge

CONTRACTOR

Chasco Constructors LTD., L.L.P.

By: _____

Printed Name: _____

Representative Capacity: _____

(If CONTRACTOR is a business entity such as a corporation, limited liability company or partnership, attach evidence of authority to sign.)

[CORPORATE SEAL]

Address for giving notices

Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to:

BWM Group
102 E. Main Street
Round Rock, Texas 78664

Address for giving notices

Attn: _____

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT AGREEMENT

The *Standard General Conditions of the Construction Contract* as prepared by the Engineers Joint Contract Documents Committee hereinafter referred to as the 'General Conditions' and hereby made part of the Contract Documents to the same extent as if reproduced herein in full, except as modified, amended, revised, rescinded or supplemented by the "Supplementary Conditions", which shall take precedence in all cases of conflicting requirements.

The said General Conditions of the Agreement constitute an official document and shall govern the entire Agreement and its operation as amended by the "Supplementary Conditions" included in the Contract Documents.

The term "ENGINEER" shall be referred to and mean "CONSULTANT" for the duration of this Project and as referenced in the Contract Documents, Bidding Documents and Forms.

END OF SECTION 00700

**SECTION 00800
SUPPLEMENTARY CONDITIONS**

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These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01 DEFINITIONS:

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions or as amended below.

Replace the definition for ENGINEER with the following (1.01.A.19):

All references in the Contract Documents and Bidding Documents to "ENGINEER" shall be replaced with the term of "CONSULTANT" and it shall be understood that the CONSULTANT shall exercise all duties, obligations and rights of the ENGINEER under such documents.

Add the following language to the end of the definition for SUPPLEMENTARY CONDITIONS (1.01.A.44):

"Where in the Bonds and elsewhere in the Contract Documents or Bidding Documents, the terms "Special Provisions," and "Special Conditions" appear, they shall be read to mean "Supplementary Conditions""

SC-2.02 COPIES OF DOCUMENTS:

Delete the first sentence of paragraph 2.02 of the General Conditions and replace with the following sentence:

"OWNER shall furnish to CONTRACTOR up to five copies of the Contract Documents as are reasonably necessary for the execution of the Work."

SC-2.03 NOTICE TO PROCEED:

Delete paragraph 2.03 of the General Conditions in its entirety and replace with the following paragraph:

"The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement."

SC-2.04 STARTING THE PROJECT:

Delete paragraph 2.04 of the General Conditions in its entirety and replace with the following paragraph:

"CONTRACTOR shall start to perform the Work within ten (10) calendar days of the date when the Contract Time commences to run, but no work shall be done at the site prior to the Effective Date of the Agreement."

SC-2.05.B SCHEDULES:

Amend the first sentence of paragraph 2.05.B of the General Conditions to read as follows:

"Within five (5) days after the Effective Date of the Agreement, CONTRACTOR shall submit to CONSULTANT for review."

The remainder of paragraph 2.05.B remains in effect.

SC-3.01.A CONTRACT DRAWINGS AND SPECIFICATIONS:

Add to paragraph 3.01.A of the General Conditions the following:

"Should a discrepancy arise in the Contract Documents, the drawings shall take precedence over the specifications."

SC-4.02 SUBSURFACE AND PHYSICAL CONDITIONS:

Delete 4.02 in its entirety and replace with the following paragraph:

"No technical data from reports of explorations and tests of subsurface conditions or drawings of physical conditions in or relating to existing surface or subsurface structures are available for use by the CONTRACTOR. Subsurface explorations or tests to ascertain the nature of subsurface conditions or physical conditions at or contiguous to the site (except Underground Facilities) is to be the sole responsibility of the CONTRACTOR. Explorations and tests shall not be attempted without the approval of the CONSULTANT and OWNER."

SC-4.03 DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS:

Delete 4.03 in its entirety.

SC-5 MAINTENANCE BOND:

"CONTRACTOR shall furnish Performance and Payment Bonds in accordance with Article 5.01.A of the General Conditions. CONTRACTOR shall also furnish a Maintenance Bond in the amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Maintenance Bond shall remain in force for a period of one (1) year after the date of final acceptance of the work by the OWNER."

SC-5.01 PERFORMANCE, PAYMENT AND OTHER BONDS:

Add the following language to the end of the third sentence of paragraph 5.01.A of the General Conditions:

"...and as are licensed by the State of Texas to provide surety bonds."

SC-5.04 CONTRACTOR'S LIABILITY INSURANCE:

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations: 5.04.A.1 and 5.04.A.2. Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

- | | |
|---|-----------|
| (1) State: | Statutory |
| (2) Applicable Federal (e.g. Longshoreman's): | Statutory |
| (3) Employer's Liability: | \$500,000 |

5.04.A.3, 5.04.A.4, 5.04.A.5, and 5.04.A.6. Comprehensive General Liability (under paragraphs 5.04.A.3 through 5.04.A.6 of the General Conditions):

- | | |
|--|------------------|
| (1) Bodily Injury (including completed operations and products liability): | |
| \$500,000 | Each Occurrence |
| \$1,000,000 | Annual Aggregate |
| Property Damage: | |
| \$200,000 | Each Occurrence |
| \$500,000 | Annual Aggregate |
| (2) Property Damage liability insurance will provide Explosion, Collapse and Under-ground coverage where applicable. | |
| (3) Personal Injury, with employment exclusion deleted | |
| \$500,000 | Annual Aggregate |

5.04.B.1. Comprehensive Automobile Liability:

- | | |
|------------------|-----------------|
| Bodily Injury: | |
| \$200,000 | Each Person |
| \$500,000 | Each Occurrence |
| Property Damage: | |
| \$200,000 | Each Occurrence |

SC-5.04.B.4 CONTRACTUAL LIABILITY INSURANCE:

The Contractual Liability required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

Bodily Injury:
\$500,000

Each Occurrence

Property Damage:
\$200,000
\$500,000

Each Occurrence
Annual Aggregate

SC-5.04.B.8 WORKERS' COMPENSATION INSURANCE COVERAGE:

Add the following paragraphs to Article 5 of the General Conditions:

"5.04.B.8 Workers' Compensation Insurance Coverage.

"In addition to other insurance requirements stipulated herein, the CONTRACTOR shall comply with all requirements of 28 TAC 110.110 and other requirements outlined in this section. Definitions contained in this section are for this section only."

"5.04.B.8.1 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 OWNER'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 OWNER.

"Persons providing services on the project ("subcontractor") - 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."

"5.04.B.8.2 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."

"5.04.B.8.3 The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the contract."

"5.04.B.8.4 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 OWNER showing that coverage has been extended."

"5.04.B.8.5 The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:

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

"5.04.B.8.6 The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter."

"5.04.B.8.7 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."

"5.04.B.8.8 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."

"5.04.B.8.9 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 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 OWNER 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."

"5.04.B.8.10 By signing the Agreement or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER 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."

"5.04.B.8.11 The CONTRACTOR's failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the OWNER to declare the Agreement void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of the notice of breach from the OWNER."

"5.04.B.8.12 The text for the notice prescribed in 5.04.B.8.8 shall read as follows:

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 512-440-3789 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."

SC-5.05 OWNER'S LIABILITY INSURANCE:

Delete Paragraph 5.05 of the General Conditions in its entirety and replace with the following:

"The CONTRACTOR shall file with OWNER a Certificate of Insurance naming the OWNER as an additional insured with regard to the Project and evidencing insurance coverage of limits not less than the limits indicated in SC-5.04."

SC-5.06 PROPERTY INSURANCE:

Delete Paragraph 5.06.A of the General Conditions in its entirety and insert the following in its place:

"5.06.A. CONTRACTOR shall purchase and maintain, until final payment, property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, CONSULTANT, ENGINEER and ENGINEER's consultants in the Work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Contract Documents, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in the Contract Documents, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06.A shall comply with the requirements of GC-5.06.C."

SC-6.06.A SUBCONTRACTS:

Add the following sentence to paragraph 6.06.A of the General Conditions:

"CONTRACTOR shall not award Work under the Agreement to a Subcontractor(s) that is in excess of 50% of the Contract Price without written approval of the OWNER."

SC-6.08.A STORMWATER DISCHARGE PERMIT:

Add the following paragraph to GC 6.08.A.

Operator(s) of construction sites where 1 or more acres are disturbed, smaller sites that are part of a larger common plan of development or sale where there is a cumulative disturbance of at least 1 acre, or any site designated by the Director, must submit a Notice of Intent (NOI) to obtain coverage under a TPDES Storm Water Construction General Permit.

For the purpose of this Project, the CONTRACTOR shall be the "OPERATOR". If required to submit a NOI for storm water discharges associated with construction activities under the TPDES General Permit with TCEQ, the CONTRACTOR shall submit the NOI at least two (2) days prior to commencement of construction. The CONTRACTOR shall prepare a Storm Water Pollution Prevention Plan in accordance the TCEQ requirements for the CONTRACTOR to maintain on site.

SC-6.10.A TAXES:

Add the following paragraphs to paragraph 6.10.A of the General Conditions:

"The CONTRACTOR's attention is directed to Section 151.311(b) of the Texas Tax Code, which provides that the purchase of tangible personal property, other than machinery or equipment and its accessories and repair and replacement parts, for use in the performance of a contract for an improvement to realty for an organization exempted under Section 151.309 or Section 151.310 of the Texas Tax Code is exempt from State and City sales taxes if the tangible personal property is (1) necessary and essential for the performance of the contract; and (2) completely consumed at the job site.

"This Agreement is issued by an organization which qualifies for the above referenced exemption pursuant to the provisions of Chapter 151 of the Texas Tax Code."

"The CONTRACTOR performing this Agreement may purchase the above described tangible personal property that is used in the performance of this Agreement by issuing to his supplier an exemption or resale certificate if such property qualifies for the above referenced exemption."

"It shall be the sole responsibility of the CONTRACTOR under the terms of this Agreement to determine the applicability of the Texas Tax Code and the exemptions set forth therein; and pay all applicable taxes associated with this Project without additional or separate pay for the same from the OWNER."

SC-6.12 RECORD DOCUMENTS:

Add the following sentence to paragraph 6.12 of the General Conditions:

"Drawings submitted upon completion of the Project will be submitted by the CONTRACTOR on full size set of construction plans."

SC-6.13 SAFETY AND PROTECTION:

Revise paragraph 6.13.A.3 of the General Conditions to read as follows:

"other property at the Site or adjacent thereto, including trees, shrubs, lawns, lawn irrigation systems, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction."

Add the following paragraphs to Article 6.13.B of the General Conditions:

"The CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act of 1970 (Act), and the standards and regulations issued thereunder and warrant that all work, materials, and products furnished under this Agreement will conform to and comply with said standards and regulations which are in existence on the date of this Agreement. **THE CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CONSULTANT FOR ALL DAMAGES SUFFERED BY THE OWNER AND THE CONSULTANT AS A RESULT OF THE CONTRACTOR'S FAILURE TO COMPLY WITH THE ACT AND THE STANDARDS ISSUED THEREUNDER AND FOR THE FAILURE OF ANY MATERIAL AND/OR EQUIPMENT FURNISHED UNDER THIS AGREEMENT TO SO COMPLY.**"

"The CONTRACTOR shall also comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., if not in conflict with those of the Occupational Safety and Health Act of 1970 and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the contract."

"The CONTRACTOR shall be solely responsible for the safety, efficiency, and adequacy of his equipment and employees, and for any damage which may result from their failure or their improper construction, maintenance or operation."

"It shall be the responsibility of the CONTRACTOR to provide and maintain a viable trench safety system at all times during construction activities. The CONTRACTOR is directed to become knowledgeable and familiar with the standards as set forth by the Occupational Safety and Health Administration (OSHA) for trench safety that will be in effect during the period of construction of the Project and the Agreement is responsible for conforming to such regulations as prescribed by OSHA standards. A bid item for trench excavation safety protection and shoring is included in the proposal."

SC-6.17 SHOP DRAWINGS AND SAMPLES:

Amend the first sentence of paragraph 6.17.A of the General Conditions to read as follows:

"After checking and verifying all field measurements and after complying with applicable procedures specified herein, CONTRACTOR shall submit to CONSULTANT for review and approval in accordance with the accepted schedule of Shop Drawing Submissions, or for other appropriate action, if so indicated in the Supplementary Conditions, a number of copies such that the CONSULTANT can retain five copies of all Shop Drawings, which will bear a stamp that CONTRACTOR has satisfied

CONTRACTOR'S responsibility under the Contract Documents with respect to the review of the submission.

The OWNER shall retain the right to specify the standard materials and products to be used for the civil site and utility work commensurate with other similar projects having been performed within Williamson County, Texas. It shall be the CONTRACTOR's responsibility to provide OWNER with the material and product submittals, which meet the OWNER's requirements. Should the CONTRACTOR have a doubt as to what products and/or materials are acceptable, the CONTRACTOR shall submit to OWNER (minimum fourteen (14) calendar days prior to the bid date) a product and material submittal for approval in the use of bidding. Should the CONTRACTOR not provide this submittal and the CONTRACTOR is awarded the Project, the CONTRACTOR shall be encumbered to meet the OWNER's standards."

SC-13.03 TESTS AND INSPECTIONS:

Add the following paragraph to 13.03.B of the General Conditions:

13.03.B.4 for tests or inspections resulting from failure of initial test and inspections. The CONTRACTOR shall be responsible for payment of such additional tests and inspections.

SC-13.07 TWO YEAR CORRECTION PERIOD:

Revise the title of paragraph 13.07 of the General Conditions to read "TWO YEAR CORRECTION PERIOD" and revise the content of paragraphs 13.07, 13.07.A, 13.07.B, 13.07.C and 13.07.D to reflect "two (2) years" where "one (1) year" is indicated.

SC-14.01 SCHEDULE OF VALUES:

Delete paragraph 14.01.A. of the General Conditions in its entirety and replace with the following paragraph:

"The schedule of values submitted as provided in paragraph 2.05.B.3 will serve as the basis for progress payments, subject to acceptance by CONSULTANT, and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. Progress payments on account of Unit Price Work will be based on the number of units completed."

SC-14.02.A.1 APPLICATIONS FOR PAYMENTS:

Add a new sentence to the end of paragraph 14.02.A.1 of the General Conditions to read as follows:

"Prior to submitting Application for Payment to CONSULTANT for review, the CONTRACTOR shall obtain the Project Inspector's signature verifying that record documents have been updated to reflect variations from the "As Bid" drawings up to the date for which the CONTRACTOR seeks payment."

SC-14.02.C REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

Revise the last sentence of paragraph 14.02.C.1 of the General Conditions to read as follows:

"Thirty (30) days after presentation of the Application for Payment with CONSULTANT's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D and any provisions relating to retainage) become due and when due will be paid by OWNER to CONTRACTOR."

SC-17 GENERAL:

Add the following paragraphs to Article 17 of the General Conditions:

"17.06 The use of explosives will not be allowed under this Agreement for the construction of the proposed facilities without approval of the CONSULTANT and OWNER."

"17.07 The CONTRACTOR is encouraged to abide by the Buy American Provision of Public Law 95-217 (Section 215) of Public Law 92-500 as amended) generally requiring that preference be given to the use of domestic construction materials in the performance of this Agreement."

"17.08 The CONTRACTOR will not be required to furnish a field office on this Agreement."

END OF SECTION 00800

**SECTION 00850
LIST OF DRAWING**

Sheet No.	Description
	COVER SHEET
N-1	NOTE SHEET & LEGEND
SWPPP	STORMWATER POLLUTION PREVENTION PLAN NOTES
ES-1	EROSION/SEDIMENTATION/DEMOLITION PLAN
ES-2	EROSION/SEDIMENTATION/DEMOLITION PLAN
ES-3	EROSION/SEDIMENTATION/DEMOLITION PLAN
ES-4	EROSION/SEDIMENTATION/DEMOLITION PLAN
ES-5	EROSION/SEDIMENTATION/DEMOLITION PLAN
ES-6	EROSION/SEDIMENTATION/DEMOLITION PLAN
L-1	SEGMENT A - LAYOUT PLAN & PROFILE
L-2	SEGMENT A - LAYOUT PLAN & PROFILE
L-3	SEGMENT A - LAYOUT PLAN & PROFILE
L-4	SEGMENT A - LAYOUT PLAN & PROFILE (FOR REFERENCE ONLY)
L-5	SEGMENT B - LAYOUT PLAN & PROFILE
L-6	SEGMENT B - LAYOUT PLAN & PROFILE
L-7	SEGMENT B - LAYOUT PLAN & PROFILE
L-8	SEGMENT B - LAYOUT PLAN & PROFILE
L-9	SEGMENT B - LAYOUT PLAN & PROFILE
L-10	SEGMENT C - LAYOUT PLAN & PROFILE
L-11	SEGMENT C - LAYOUT PLAN & PROFILE
SD-01	SITE DETAILS
SD-02	SITE DETAILS
SD-03	SITE DETAILS
SD-04	SITE DETAILS
SD-05	SITE DETAILS
SD-06	SITE DETAILS
SD-07	SITE DETAILS
DR1	CIVIL STORM SEWER PLAN
DR2	CIVIL STORM SEWER PLAN
DR3	CIVIL STORM SEWER PLAN
DR4	CIVIL STORM SEWER PLAN
DR5	CIVIL STORM SEWER PLAN
DR6	CIVIL STORM SEWER PLAN
DR7	CIVIL STORM SEWER PLAN
D1	CIVIL DETAILS
D2	CIVIL DETAILS

END OF SECTION 00850