

WILLIAMSON COUNTY, TEXAS  
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: J.C. Evans Construction
2. Change Order Work Limits: Sta. 463+00 to Sta. 622+50
3. Type of Change (on federal-aid non-exempt projects): Major (Major/Minor)
4. Reasons: 4B (3 Max. - In order of importance - Primary first)

Project: 09WC706

Roadway: Williams Drive

CSJ: 2211-01-016

5. Describe the work being revised:

**4B: Third Party Accommodation.** Third party requested work. This change order upgrades the proposed Chisholm Trail Special Utility District waterline (Segments A and C) from an 18 inch waterline to a 24 inch waterline. This will be funded in full by Chisholm Trail.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: 275 to 338
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

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

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be provided

Time Ext. #: 1 Days added on this CO: 33

Amount added by this change order: \$818,430.82

THE CONTRACTOR Date: 7/24/09

By [Signature]

Typed/Printed Name BLAKE A. KUHMAN

Typed/Printed Title PRESIDENT

Received  
JUL 24 2009

HNTB  
Round Rock

RECOMMENDED FOR EXECUTION:

[Signature] 9/8/09  
Project Manager Date  
Construction Observer

Design Engineer Date

[Signature] 9/8/09  
Program Manager Date

Design Engineer's Seal:

See revised plans

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

[Signature] 9-15-09  
☒ APPROVED County Judge Date

**CHANGE ORDER NUMBER: 2**

**TABLE A: Force Account Work and Materials Placed Into Stock**

[illegible]

**TABLE B: Contract Items**

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
102S-B	Clearing and Grubbing	STA	\$300.00	90.0	\$27,000.00	\$2.75	142.75	\$42,825.00	\$15,825.00
WL-202-2001	BARRICADES SIGNS & TRAFFIC HANDLING (for additional days for WL)	MO	\$2,000.00	0.0	\$0.00	1.00	1.00	\$2,000.00	\$2,000.00
608S-1	Trench Safety Systems	LF	\$1.00	9009.5	\$9,009.50	-91.6	9,919.0	\$9,919.00	(\$1.50)
510-AW-60C	6" PVC Water Pipe C800 DR14 (open cut)	LF	\$40.00	19.6	\$780.00	-19.6	0.0	\$0.00	(\$780.00)
610-AW-180C	18" D.I. Water Pipe Class 360 (open cut)	LF	\$79.00	8672.0	\$685,088.00	-8672.0	0.0	\$0.00	(\$685,088.00)
610-AW-181E	18" D.I. Water Pipe Class 360 (Install Inside encasement)	LF	\$76.00	877.0	\$66,776.00	-877.0	0.0	\$0.00	(\$66,776.00)
505S-B-30	30" Steel Encasement Pipe (open cut)	LF	\$135.00	318.0	\$42,930.00	-318.0	0.0	\$0.00	(\$42,930.00)
501S-30	30" Steel Encasement Pipe (bore)	LF	\$429.00	589.0	\$239,811.00	-589.0	0.0	\$0.00	(\$239,811.00)
510-KW-18	18" DI Fittings	EA	\$2,251.00	9.0	\$20,259.00	-9.0	0.0	\$0.00	(\$20,259.00)
511S-B	Fire Hydrant Assembly	EA	\$4,000.00	3.0	\$12,000.00	-3.0	0.0	\$0.00	(\$12,000.00)
511S-A-6	6" Gate Valve	EA	\$1,100.00	3.0	\$3,300.00	-2.0	1.0	\$1,100.00	(\$2,200.00)
511S-A-8	18" Gate Valve	EA	\$9,400.00	3.0	\$28,200.00	-3.0	0.0	\$0.00	(\$8,640.00)
511S-G	Air Release Valve	EA	\$2,180.00	4.0	\$8,640.00	-4.0	0.0	\$0.00	(\$8,640.00)
511S-E	Flush Valve (2")	EA	\$975.00	1.0	\$975.00	-1.0	0.0	\$0.00	(\$975.00)
W1-P-1	6" Ductile Iron Pipe (All Depths), Including excavation & Backfill	LF	\$42.00	400.0	\$16,800.00	118.0	518.0	\$21,756.00	\$4,956.00
CJP-11	Trench Safety Protection	LF	\$1.00	400.0	\$400.00	118.0	518.0	\$518.00	\$118.00
509S-1	Trench Safety Systems	LF	\$1.00	20892.8	\$20,892.80	-110.6	20,782.0	\$20,782.00	(\$110.60)
510-AW-40C	4" PVC Water Pipe C800 DR14 (open cut)	LF	\$38.00	32.0	\$1,216.00	8.0	40.0	\$1,520.00	\$304.00
510-AW-60C	6" PVC Water Pipe C800 DR14 (open cut)	LF	\$40.00	120.6	\$4,820.00	16.0	136.6	\$5,460.00	\$640.00
510-AW-80C	8" PVC Water Pipe C900 DR14 (open cut)	LF	\$28.00	9416.8	\$263,670.40	-405.8	9,011.0	\$252,308.00	(\$11,362.40)
510-AW-120C	12" PVC Water Pipe C900 DR14 (open cut)	LF	\$37.00	2713.3	\$100,392.10	341.7	3,055.0	\$113,035.00	\$12,642.90
510-AW-160C	14" D.I. Water Pipe Class 350 C151 (open cut)	LF	\$69.00	402.0	\$27,738.00	-402.0	0.0	\$0.00	(\$27,738.00)
510-AW-180C	18" D.I. Water Pipe Class 360 C151 (open cut)	LF	\$96.00	5960.1	\$339,725.70	-5960.1	0.0	\$0.00	(\$339,725.70)
510-AW-240C	24" D.I. Water Pipe Class 360 C151 (open cut)	LF	\$137.00	602.0	\$83,874.00	-602.0	0.0	\$0.00	(\$83,874.00)
510-AW-36E	6" PVC C900 DR14 Water Pipe (inside encasement)	LF	\$23.00	1540.0	\$35,420.00	-126.0	1,415.0	\$32,545.00	(\$2,875.00)
510-AW-181E	18" D.I. Class 360 Water Pipe (inside encasement)	LF	\$72.00	683.0	\$52,377.00	-683.0	0.0	\$0.00	(\$52,377.00)
510-AW-241E	24" D.I. Water Pipe Class 360 C151 (inside encasement)	LF	\$122.00	40.0	\$4,880.00	-40.0	0.0	\$0.00	(\$4,880.00)
505S-B-18	18" Steel Encasement Pipe min. 5/16" thick (open cut)	LF	\$80.00	777.0	\$62,160.00	60.0	837.0	\$66,960.00	\$4,800.00
TOTALS					\$2,139,431.30			\$569,727.00	(\$1,569,704.30)

# WILLIAMSON COUNTY, TEXAS

Project # 09WC706

CHANGE ORDER NUMBER: 2

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
505S-B-30	30" Steel Encasement Pipe (open cut)	LF	\$135.00	174.0	\$23,490.00	-174.0	0.00	\$0.00	(\$23,490.00)
501S-30	30" Steel Encasement Pipe (bore)	LF	\$429.00	489.0	\$209,781.00	-489.0	0.0	\$0.00	(\$209,781.00)
501S-42	42" Steel Encasement Pipe min. 1/2" thick (bore)	LF	\$395.00	40.0	\$23,800.00	264.0	304.0	\$180,880.00	\$157,080.00
510-KW-6	6" D.I. Fittings	EA	\$185.00	5.0	\$925.00	2.00	7.0	\$1,285.00	\$370.00
510-KW-8	8" D.I. Fittings	EA	\$225.00	43.0	\$9,675.00	5.0	48.0	\$10,800.00	\$1,125.00
510-KW-18	18" D.I. Fittings	EA	\$2,251.00	14.0	\$31,514.00	-13.0	1.0	\$2,251.00	(\$29,263.00)
510-KW-24	24" D.I. Fittings	EA	\$3,341.00	6.0	\$20,046.00	10.0	16.0	\$53,456.00	\$33,410.00
511S-B	Fire Hydrant Assembly	EA	\$4,000.00	17.0	\$68,000.00	1.0	18.0	\$72,000.00	\$4,000.00
511S-A-8	8" Gate Valve	EA	\$1,275.00	16.0	\$20,400.00	-1.0	15.0	\$19,125.00	(\$1,275.00)
511S-A-12	12" Gate Valve	EA	\$2,450.00	8.0	\$19,600.00	1.0	9.0	\$22,050.00	\$2,450.00
511S-A-14	18" Gate Valve	EA	\$8,400.00	4.0	\$33,600.00	-3.0	1.0	\$8,400.00	(\$25,200.00)
511S-A-24	24" Butterfly Valve	EA	\$8,800.00	3.0	\$26,400.00	-1.0	2.0	\$17,600.00	(\$8,800.00)
511S-G	Air Release Valve (2")	EA	\$2,160.00	3.0	\$6,480.00	-3.0	0.0	\$0.00	(\$6,480.00)
511S-E	Flush Valve (2")	EA	\$875.00	2.0	\$1,750.00	-2.0	0.0	\$0.00	(\$1,750.00)
340S-C	Asphalt Repair	LF	\$38.00	522.0	\$19,836.00	180.0	702.0	\$26,676.00	\$6,840.00
510-AW-60C	6" D.I. Water Pipe Class 250 C151 (open cut)	LF	\$40.00	0.0	\$0.00	12.00	12.0	\$480.00	\$480.00
510-AW-240C	24" D.I. Class 250 Water Pipe (open cut)	LF	\$114.60	0.0	\$0.00	8,634.00	8,634.0	\$988,685.60	\$988,685.60
510-AW-24IE	24" D.I. Class 250 Water Pipe (install inside encasement)	LF	\$118.00	0.0	\$0.00	924.00	924.0	\$108,032.00	\$108,032.00
505S-B-420C	42" Steel Encasement Pipe min. 1/2" thick (open cut)	LF	\$191.00	0.0	\$0.00	282.00	282.0	\$53,862.00	\$53,862.00
501S-42B	42" Steel Encasement Pipe min. 1/2" thick (bore)	LF	\$595.00	0.0	\$0.00	642.00	642.0	\$381,990.00	\$381,990.00
510-KW-24	24" D.I. Fittings	EA	\$3,341.00	0.0	\$0.00	7.00	7.0	\$23,387.00	\$23,387.00
511S-E-2	Flush Valve (2") Including Tee, Gate Valve, Etc.	EA	\$875.00	4.0	\$0.00	4.00	4.0	\$3,500.00	\$3,500.00
510-AW-60C	6" D.I. Water Pipe Class 250 C151 (open cut)	LF	\$44.00	0.0	\$0.00	235.0	235.0	\$10,340.00	\$10,340.00
510-AW-140C	14" D.I. Water Pipe Class 250 C151 (open cut)	LF	\$69.00	0.0	\$0.00	92.0	92.0	\$3,588.00	\$3,588.00
510-AW-180C	18" D.I. Water Pipe Class 250 C151 (open cut)	LF	\$70.16	0.0	\$0.00	92.0	92.0	\$6,454.72	\$6,454.72
510-AW-240C	24" D.I. Water Pipe Class 250 C151 (open cut)	LF	\$114.60	0.0	\$0.00	6358.0	6,358.0	\$728,626.80	\$728,626.80
510-AW-8IE	8" D.I. Water Pipe Class 250 C151 (inside encasement)	LF	\$23.00	0.0	\$0.00	185.0	185.0	\$4,255.00	\$4,255.00
510-AW-420C	42" D.I. Water Pipe Class 250 C151 (inside encasement)	LF	\$118.00	0.0	\$0.00	708.0	708.0	\$83,544.00	\$83,544.00
501S-420C	42" Steel Encasement Pipe min. 1/2" thick (open cut)	LF	\$191.00	0.0	\$0.00	404.0	404.0	\$77,164.00	\$77,164.00
512-KW-16	16" D.I. Fittings	EA	\$840.00	0.0	\$0.00	1.0	1.0	\$840.00	\$840.00
511S-G	Comb. Air/Vacuum Release Valve (4") Complete in place	EA	\$5,400.00	0.0	\$0.00	2.0	2.0	\$10,800.00	\$10,800.00
9999-100	4ft Diameter Hanson Pipe Meter Manhole or App. Equal	EA	\$1,350.00	0.0	\$0.00	1.00	1.0	\$1,350.00	\$1,350.00
The "Totals" from Table B of the previous work sheet					\$2,139,431.30			\$568,727.00	(\$1,568,704.30)
TOTALS					\$2,854,726.30		\$19,668.00	\$2,473,159.12	\$918,430.92

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other



## **CHANGE ORDER MEMORANDUM**

TO: James D. Klotz, P. E. HNTB Corp.	Date: July 24, 2009
	Project: 09WC706
	Control: 2211-01-016
From: Clayton Weber, Construction Project Manager, PBSJ	Highway: RM 2338-Williams Drive
	County: Williamson

Re: Change Order No. 02

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Enclosed find Change Order No. 02 for the above referenced project. This change order upgrades the Chisholm Trail Special Utility District waterline (Segments A and C) from an 18 inch waterline to a 24 inch waterline.

This change order was requested by Chisholm Trail Special Utility District. This change also affects connections from the new 24" waterline to all of the other waterlines on the project.

This change is major with reason 4B: Third party requested work. No time will be added as a result of this change. Per the attached letter, Chisholm Trail will reimburse the County in full for this change.

This change results in a net increase of \$816,430.82 in the contract amount, for an adjusted contract total of \$12,258,203.43. The original contract amount was \$11,464,068.41. As a result of all change orders to date, including this change order, \$794,135.02 has been added to the Contract, resulting in a 7% net increase in the contract cost. We recommend thirty-three (33) additional calendar days be added to the contract schedule as a result of the effort required to complete the additional work.

**CHISHOLM TRAIL SPECIAL UTILITY DISTRICT**

**P.O. Box 249  
FLORENCE, TEXAS 76527  
(254) 793-3103  
FAX: (254) 793-3100**

January 27, 2008

Received

JAN 30 2009

HNTB Co.  
Round Rock, TX

*Via Regular Mail*

County Judge Dan A. Gattis  
Williamson County, Texas  
710 Main Street, Suite 101  
Georgetown, Texas 78626

Re: Williams Drive Phase I Utilities Relocation Project (the "Project")

Dear Judge Gattis:

As a follow-up to my January 15, 2008, correspondence to you concerning the above-referenced matter, the Chisholm Trail Special Utility District (the "District") Board of Directors at its January 23, 2009, special called meeting elected to construct the Williams Drive Phase I "Betterment Line" and "Line A" each having a diameter of 24-inches instead of 18-inches in diameter as originally planned. To that end, the District requests that Williamson County negotiate a change order (the "Water Line Change Order") to its construction contract with J.C. Evans Construction Company, Leander, Texas (the "Contractor"). I previously met with Richard Ridings and representatives of the Contractor to discuss the proposed Water Line Change Order.

Based on our prior discussions with the Contractor, the Water Line Change Order will result in a total increase in contract amount of approximately \$1.9 million (the "Change Order Costs"), which will be totally funded and paid for by the District. Due to the magnitude of the costs, the District desires to cash-flow (the "Cash-Flow Schedule") payment for these costs to the County in accordance with the following schedule:

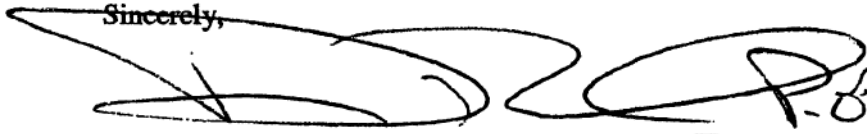
1. 25% of the Change Order Costs will be paid by the District to Williamson County upon approval of the Water Line Change Order by the Contractor and the County;
2. An additional 25% of the Change Order Costs will be paid by the District to Williamson County upon written notifications from the County's Project Engineer that the Contractor has ordered from the pipe manufacturer the 24-inch diameter D.I.P. for the Betterment Line and Line A;
3. An additional 25% of the Change Order Costs will be paid by the District to Williamson County upon written notification from the County's Project Engineer that the Contractor has commenced substantial in-ground installation of the Betterment Line and Line A; and
4. The final 25% of the Change Order Costs will be paid by the District to Williamson County upon the District receiving the a "concurrence letter" from the County's Project engineer's, as described in Section 6.06(b) of the Interlocal Agreement Regarding Relocation of Utility System Improvements dated July 23, 2008, between the District and the County.

January 27, 2009  
Page 2

I would like to meet with you and/or other Project representatives to discuss the above described Water Line Change Order and Cash-Flow Schedule at the County's earliest convenience. Please feel free to contact me at my office or on my Austin Cell Phone (512/413-9300) to set up a convenient meeting time and place.

We appreciate your assistance and look forward to successful completion of this Project. Please do not hesitate to call me if you have any questions concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to be "Don Rauschuber", with a stylized flourish at the end.

Don Rauschuber, P.E.  
General Manager

cc: Charlie Crossfield (by email: [ccrossfield@sheets-crossfield.com](mailto:ccrossfield@sheets-crossfield.com))  
Richard Ridings, P.E., HNTB  
Joe England, P.E., Williamson County Engineer  
Tony Corbett, CTSUD Attorney at Law



**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT REGARDING  
RELOCATION OF WATER SYSTEM IMPROVEMENTS  
(Williams Drive Project)**

THE STATE OF TEXAS                   §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF WILLIAMSON           §

**THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("Amendment")** is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

**WHEREAS**, the District and the County previously entered into an Interlocal Agreement Regarding Relocation of Water System Improvements (Williams Drive Project) dated August 25, 2008 ("Agreement"); and

**WHEREAS**, the Agreement provided that the County would construct an 18-inch ductile iron water transmission line at the sole cost of the District; and

**WHEREAS**, the district desires to amend the Agreement to provide that the County will construct a 24-inch ductile iron water transmission line at the sole cost of the District; and

**WHEREAS**, such amendment does not put a significant additional burden on the County and will benefit the residents of Williamson County;

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Amendment, the Parties agree as follows:

**Section 1.     Definitions**

All terms used herein shall have the meanings assigned to them in the Agreement unless the context clearly requires otherwise.

**Section 2.     Amendment**

Article I, Section 1.03 is amended by replacing "18-inch" with "24-inch".



Section 3. Miscellaneous

(a) To the extent necessary to effect the terms and provisions of this Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

(b) This Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**ATTEST:**

**CHISHOLM TRAIL SPECIAL UTILITY  
DISTRICT:**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

**ATTEST:**

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: County Judge

Date: \_\_\_\_\_