



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

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

INVITATION FOR BIDS

WATER QUALITY PONDS FOR RM 2338

BID NUMBER: 11WC914

BIDS MUST BE RECEIVED AT OR BEFORE: July 12, 2011 – 2:00 PM

BIDS WILL BE PUBLICLY OPENED: July 12, 2011 – 2:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department **at or before Tuesday, July 12, 2011 at 2:00 PM**. Bids will be publicly opened at 2:00 PM or soon thereafter in the Williamson County Purchasing Department.

METHODS: Sealed bids may be hand-delivered or mailed to the *Williamson County Inner Loop Annex, Purchasing Department, Attn: Jonathan Harris, 301 SE Inner Loop, Suite 106, Georgetown, Texas 78626*.

LOCATION DIRECTIONS: Please see page 22 of this document for a map and directions to the Williamson County Inner Loop Annex.

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

BID REQUIREMENTS

PRE-BID MEETING: All vendors interested in submitting a bid are invited to attend the non-mandatory, pre-bid meeting at 2:00 PM on Tuesday, June 28, 2011, at the Inner Loop Annex, Human Resources Dept, 301 SE Inner Loop, Suite 108, Georgetown, Texas 78626.

SUBMITTAL: One (1) original bid and three (3) copies must be submitted and consist of the COMPLETED AND SIGNED Bid Form and any other required documentation. **All copies must have the same attachments as the original.**

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 requests bidder to supply with this bid, a list of three (3) references where like services have been supplied by their firm in the last five (5) years. At a minimum, provide 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 Invitation for Bids. Changes to forms made by bidder may disqualify their 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: It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to 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

THIRTY DAYS: Awards should be made no later than thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing 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 will be required to sign the Agreement Between Owner and Contractor attached herein below, which contains terms necessary to ensure compliance with the bid (sometimes referred to herein as the "contract" or the "agreement". This Bid, when properly accepted by Williamson County, and the fully executed Agreement Between Owner and Contractor shall collectively constitute the "Contract" between the parties.

CONTRACT ADMINISTRATION: Under the Contract, Robert B. Daigh P.E., Senior Director of Infrastructure, (512) 943-3330, shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful Bidder.

BID CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed

below. Question submittals must be made via email or phone and are **due by 5 PM CST on Friday, July 8, 2011**. Every effort will be made to answer questions within 24 hours of receiving them.

TECHNICAL CONTACT:

Mark Cissell, P.E.
Project Manager
HNTB Corporation
301 Congress Avenue, Suite 600
Austin, Texas 78701
mcissell@HNTB.com
(512) 447-5590

PURCHASING CONTACT:

Jonathan Harris
Assistant Purchasing Agent
301 SE Inner Loop, Suite 106
Georgetown, TX 78626
joharris@wilco.org
(512) 943-1692

MISCELLANEOUS

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 Request for Bid. 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: The 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 initial term. 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 best bid.

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, 2010 thru September 30, 2011 fiscal year.

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

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 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 Baker, (512) 943-1558.

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.

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.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is located on Page 20 of this Invitation for

Bids. This form should be completed, signed, and submitted with your Bid.

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 response, all documentation required by this request for bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Bidder's bid, for convenience and without cause or further liability, upon thirty (30) days written notice to Bidder. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

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.

BID AND PERFORMANCE BONDS: Pursuant to Section 262.032(a) of the Texas Local Government Code, the County will require a good and sufficient bid bond in the amount of five percent of the total contract price if the contract is for the construction of public works or is under a contract exceeding \$100,000.

Section 262.032(b) of the Texas Local Government Code governs the requirements for performance bonds for government entities making contracts. A performance bond shall be required by the County if the contract amount is in excess of \$50,000. Such performance bond shall be made for the full amount of the contract and it shall be furnished to the County within 30 days of the County's acceptance of the bid or proposal and prior to the commencement of any work. If the contract is for \$50,000 or less, no performance bond shall be required. However, pursuant to Section 262.032(c) of the Texas Local Government Code, if the contract is for \$50,000 or less, no money will be paid by the County until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

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.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

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 bid 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:

Jonathan Harris
Williamson County Purchasing Department
301 SE Inner Loop - Suite 106
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) 943-1692, or you may call the Division of Workers' Compensation 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 §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.

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 Division of Workers' Compensation, 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 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.

General Information

1. PURPOSE AND LOCATIONS

- a) Purpose: Reconstruct two existing water quality ponds out of the new RM 2338 right-of-way and reconstruct an existing parking lot adjacent to one of the ponds. The County seeks bids from firms that are trained, experienced, and qualified in water quality pond construction and paving operations.
- b) Location: Approximately 750 ft south of Ridgewood Road and 3000 ft north of FM 3405 on RM 2338 in Williamson County.

2. SCOPE OF WORK

This project entails the reconstruction of two existing water quality ponds and the replacement of an existing parking lot. The reconstruction of water quality ponds include: removal of existing pond items, earthwork that includes embankment and excavation, construction of a sedimentation basin, construction of a filtration basin, installation of pond liner, construction of pond outlet structures, relocation of a fence and gate and necessary erosion control. The parking lot reconstruction includes the removal of existing pavement and construction of new pavement structure made up of flexbase and HMA.

3. LENGTH OF PROJECT

Final completion of the two ponds is to be done within forty-five (45) days of receiving the project's notice to proceed.

4. ITEMS and PRICING

Proposal Items will include the following:

Description	Quantity	Unit Measure
REMOVING STAB BASE AND ASPH PAV (2")	320	SY
EXCAVATION (SPECIAL)	79	CY
EMBANKMENT (FINAL)(ORD COMP)(TY B)	30	CY
FURNISHING AND PLACING TOPSOIL (6")	300	SY
BLOCK SODDING	126	SY
BROADCAST SEED (PERM) (RURAL) (CLAY)	200	SY
FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	7	CY
D-GR HMA(METH) TY-C SAC-B PG64-22	39	TON
SAND BACKFILL	30	CY
CL A CONC (MISC)	17	CY
RIPRAP (CONC) (5 IN)	10.2	CY
GABIONS (PVC)	7.3	CY
INLET (COMPL)(CURB)(5 FT)(SPECIAL)	1	EA
PVC PIPE (SDR-26)(12")	24	LF
MOBILIZATION	1	LS
EROSION CONTROL	1	LS
CONC CURB & GUTTER (TY II)	62	LF

PIPE UNDERDRAINS (TY 9)(4")	146	LF
4" GATE VALVE AND BOX	2	EA
GRAVEL BEDDING	10	CY
POND LINER (CLAY OR GEOMEMBRANE)	250	SY

5. GOVERNING SPECIFICATIONS AND PLANS

SPECIFICATIONS

ITEM 105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT
ITEM 110	EXCAVATION
ITEM 132	EMBANKMENT
ITEM 160	FURNISHING AND PLACING TOPSOIL
ITEM 162	SODDING FOR EROSION CONTROL
ITEM 164	SEEDING FOR EROSION CONTROL
ITEM 168	VEGETATIVE WATERING
ITEM 247	FLEXIBLE BASE
ITEM 340	DENSE-GRADED HOT-MIX ASPHALT (METHOD)
ITEM 400	EXCAVATION AND BACKFILL FOR STRUCTURES
ITEM 420	CONCRETE STRUCTURES
ITEM 432	RIPRAP
ITEM 459	GABIONS AND GABION MATTRESSES
ITEM 465	MANHOLES AND INLETS
ITEM 481	PVC PIPE FOR DRAINS
ITEM 500	MOBILIZATION
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER
ITEM 556	PIPE UNDERDRAINS

PLANS

Plan Sheets for the Construction of Water Quality Ponds and Parking Lot – Sheets 1-15

SPECIAL PROVISIONS

(NONE)

SPECIAL SPECIFICATIONS

(NONE)

5. GENERAL NOTES

Basis of Estimate

Item	Description	Rate **	Basis	Quantity
160	Topsoil (6")	1 CY/7 SY	43 CY	300 SY
162	Sodding for Erosion Cont	1 CY/6 SY	21 CY	126 SY
164	Seed for Erosion Cont	4840 SY/AC	0.41 AC	200 SY
166	Fertilizer (20-10-10)	1/8 LB/SY	200 SY	25 LBS
168	Vegetative Watering	20 GAL/SY	326 SY	6.5 MG
247	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	27 CF/CY	189 CF	7 CY
340	Dense-Graded Hot-Mix Asphalt (Method) TY-C CL-B PG64-22	110 LB/SY/IN	355 SY	39 TON

This project will require coordination with the County's contractor on RM 2338 Phase II to ensure that earth cuts, grading, and drainage structure construction occur at the appropriate phases. Construction of the ponds shall not interfere with roadway construction activities. Contact is Clayton Webber, 512-801-5930

Notifications shall be made to property owners at least 72 hours prior to the start of construction: Brian Gregor, 512-869-1910; Robert McMillan, 512-863-0231.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

Accrue contract time charges through the Contractor's completion of the final punchlist.

Meet weekly with the Engineer to notify him/her of planned work for the upcoming week. Provide a three-week "look ahead," as well as all work performed over the past week.

Equip all construction equipment used in roadway work with a permanently mounted 360° revolving or strobe warning light with amber lens. Light will have a minimum lens height and diameter of 5 inches and mounting height of not less than 6 feet above the roadway surface and be visible from all sides. Attach at each side of the rear end of the construction equipment an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Do not leave equipment, after working hours, in a position that will endanger the traveling public.

Overhead and underground utilities exist in the vicinity of the project. The exact location of underground utilities is not known. Contact the Texas Excavation Safety Systems (TESS) or DIG TESS at 1-800-344-8377 and any other area utility companies for exact locations at least 48 hours before commencing any work that might affect present utilities.

For power lines rated 50kV or below, no equipment will be permitted within 10 feet of the power lines, as indicated in Occupational Safety and Health Administration (OSHA) Standards. For power lines rated over 50 kV, refer to OSHA Standards. Notify the Engineer if there are any conflicts with high voltage electrical lines. Notify the owner of the particular Electrical Utility if work will be required within the minimum distance as stated in OSHA Standards.

If working near power lines, comply with the appropriate sections of Local Legal Requirements, Texas State Law, and Federal Regulations relating to the type of work involved.

Provide a smooth, clean sawcut along the existing asphalt pavement structure, as directed. Consider subsidiary to the pertinent Items.

Sweep, mow, and remove all litter on the right of way, within the project limits, to keep the jobsite in a neat and presentable condition at all times. Perform this work as directed.

Remove all construction debris and surplus material generated by the construction work within the project limits. Perform this work as directed. Consider subsidiary to the pertinent Items.

Trim vegetation around signs and other obstructions. Consider subsidiary to pertinent Items.

Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

Protect all areas of the right of way, which are not included in the actual limits of the proposed construction areas from destruction. Exercise care to prevent damage to trees, vegetation, and other natural surroundings. Areas not to be disturbed will be as directed. Restore any area disturbed because of the Contractor's operations to a condition as good as, or better than before the beginning of work.

All locations used for storing construction equipment, materials, and stockpiles of any type within the right of way will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist.

The Project Superintendent will be capable of speaking English and will be available to contact at all times when work is being performed including subcontractor work. The Superintendent will be available and on-call 24 hours a day.

ITEM 132 & 160 - PREP ROW, EMBANKMENT, & TOPSOIL

Use hand methods or other means to remove objectionable material, if doing work by mechanical methods is impractical. Consider subsidiary to the pertinent Items.

ITEM 110 & 132 – EXCAVATION & EMBANKMENT

Unsuitable material encountered in a cut or fill section will be considered waste. The Engineer will define unsuitable material. Material, which the Contractor might deem to be unsatisfactory or unsuitable, due to moisture content, will not be considered unsuitable material, unless otherwise approved.

ITEM 132 & 400 – EMBANKMENT & EXCAVATION AND BACKFILL FOR STRUCTURES

Use approved compaction equipment for all backfilling and embankment operations. Detachable sheepsfoot-type wheels mounted on backhoes, trackhoes and other similar equipment will not be allowed for compaction operations, including pipe installation.

ITEM 132 - EMBANKMENT

Construction Inspector must approve the embankment material before use on the project.

Work to correct unstable material (e.g. dry, wet, loose, etc.) to a depth of 6" below existing subgrade elevation, prior to beginning any embankment placement. Consider subsidiary to the various bid Items. Any work to correct unstable material below the 6" depth, below existing subgrade elevation, will be paid as extra work. However, there will be no payment to correct failures, in the subgrade areas, that were constructed under this contract.

Track ALL embankment slopes left idle for more than 14 days, within or at the end of the 14-day idle period, to prevent erosion. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Tracking slopes to prevent erosion is considered subsidiary to the pertinent items.

Correct subgrade (e.g. unstable areas, soft spots, etc.) prior to the dumping of Flexbase or HMA CP. Consider subsidiary to the pertinent Items.

Scarify and re-compact existing asphaltic/base sections, which are not called out to be removed in fill sections, where the bottom of the proposed pavement structure is higher than and over the top of the existing asphalt surface in order to reduce the possibility of a slip plane.

ITEM 160 - TOPSOIL

Obtain approval of all topsoil sources before digging begins. Ensure off-site topsoil has a minimum PI of 25, or as directed. Ensure that the topsoil placed is similar to the topsoil that is within the project. To the extent possible, obtain as much of the topsoil from within the project site, or as directed. The County reserves the right to take samples, as needed, to assure that the material meets the PI and other requirements as indicated in the Specifications (Fertility, Organics, Erodability, etc.).

No Sandy Loam allowed, unless the project dictates otherwise.

Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources.

Construct topsoil stockpiles no more than five (5) feet in height.

It is permissible to use topsoil dikes for erosion control berms within the right of way.

Track ALL embankment slopes left idle for more than 14 days, within or at the end of the 14-day idle period, to prevent erosion. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Consider the tracking of slopes to prevent erosion subsidiary to the pertinent items.

Upon final grading, immediately track all topsoiled slopes to prevent erosion, as directed. Consider subsidiary to the pertinent items.

Provide measurements for payment of topsoil quantities before seeding. Consider subsidiary to the pertinent items.

Place Topsoil in accordance with the SW3P, in phases, as partial completion is obtained.

ITEM 162 – SODDING FOR EROSION CONTROL

Furnish and place St. Augustine Sod.

ITEM 164 – SEEDING FOR EROSION CONTROL

Obtain vegetation establishment of all seeded areas, including adequate coverage, prior to "Final Acceptance." If all other work is complete, time charges may be suspended, until adequate coverage is established.

Do not use ryegrass for temporary cover.

Re-seed all areas with "little or no" grass growth after 1 month from the last seeding date, as directed by the Engineer. Consider subsidiary to the various bid items.

ITEM 166 – FERTILIZER

Use 20-10-10 fertilizer analysis, unless other directed. Take soil samples, as directed, to determine the actual soil needs for fertilizer. Consider this work subsidiary to pertinent items.

ITEM 168 – VEGETATIVE WATERING

Water all areas of project to be seeded or sodded. Consider this work subsidiary to pertinent Items.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ in. or greater, but will be resumed before the soil dries out. Continue watering until final acceptance.

Obtain water at a source that is metered or furnish the manufacturer's specifications showing the tank capacity for each truck used. Notify the Engineer, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

ITEM 247 - FLEXIBLE BASE

Material Requirements

Item	Description	(Percent Retained-Sieve) - Tex-110-E					LL ¹ Max	PI ^{1,4} Max	Wet Ball Mill ²		Min. Compressive Strengths ³	
		1 3/4"	7/8"	3/8"	#4	#40			Value	% Increase	@ 3 psi.	@15 psi.
247	Flex Base GR 4	0	10-35	35-65	45-75	70-85	35	10	40	20	90	175

1. Performed in accordance to Tex-104-E and Tex-106-E. Determine Plasticity Index (PI) in accordance with Tex-107-E when liquid limit (LL) is not attainable as defined in Tex-104-E.
2. Performed in accordance to Tex-116-E.
3. Performed in accordance to Tex-117-E.
4. Minimum PI required is zero (0).

The following table will govern the acceptance of compaction on base courses, when compacted in multiple courses. Compaction requirements are in percent of maximum dry density as determined by (Tex-113-E). When compacting in a single course, compact to at least 100% of maximum dry density as determined by Tex-113-E.

Item	Material	All Roadways	
		Lift	Min Density
247	FL BS (CMP IN PLC)	1 2 (final lift)	98% 100%

Use Type "A" material.

Correct subgrade (e.g. unstable areas, soft spots, etc.) prior to the dumping of Flex Base. Consider subsidiary to the pertinent Items.

Complete ditches and slopes in conformity with the required lines, grades, and cross-sections shown on the plans or as directed & cut ditches and place drainage structures prior to placing base.

ITEM 340 - DENSE-GRADED HOT-MIX ASPHALT (Method)

Provide mixture Type C using PG binder 64-22. Use aggregates that meet the SAC requirement of class B.

High-Temperature Binder Grade	Test Method	Hamburg Wheel Test Requirements ¹
		Minimum # of Passes @ 0.5" Rut Depth, Tested @122°F
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

1. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

Target laboratory molded density is 96.5% for all mixture types.

Use a device to create a maximum 3H: 1V notched wedge joint on all hot mix joints of 2 inches or greater. Consider subsidiary to the pertinent Items.

Do not dilute tack coat. Apply it through a distributor spray bar in accordance with Article 316.3(A) Distributor.

When surface irregularities, as defined in Article 340.4.I, "Irregularities", are detected or measured, the Contractor must take immediate corrective action defined as the removal and replacement of a full lane width of the defective area using a paver to place new mix, unless otherwise directed.

RAP is not allowed, unless approved otherwise.

The Contractor must sample asphalt binder, in accordance to the applicable item. Label the sample can with the corresponding CSJ, lot, and subplot numbers.

Samples must be stored in a common area where they are readily available to the TxDOT representative at the plant. The Contractor will be responsible for supplying storage for all samples. Retain all asphalt samples until directed otherwise.

When directed, the Contractor is responsible for disposal of all asphalt binder samples, in accordance to Local, State, and Federal regulations.

ITEM 400 - EXCAVATION AND BACKFILL FOR STRUCTURES

Sawcut any concrete or asphaltic concrete pavement areas, where needed, as directed. Consider subsidiary to the pertinent Items.

Obtain approval for all compaction equipment prior to all backfilling and embankment operations.

Do not use detachable sheepfoot-type wheels mounted on backhoes, trackhoes, and other similar equipment for compaction operations.

ITEM 420 – CONCRETE STRUCTURES

Mass Concrete will be measured in place.

Do not perform any concrete surface placement work when the weather, as indicated by National Oceanic and Atmospheric Administration (NOAA), states a chance of rain of 40% or greater, unless otherwise directed.

ITEM 432 - RIPRAP

Make 5-inches thick unless otherwise noted or directed.

Where any proposed riprap joins existing riprap, saw cut the existing riprap and dowel/epoxy the joint as directed. Consider subsidiary to the pertinent Items.

Additional riprap may be required, as determined by the Engineer, near the end of project completion, due to unanticipated erosion locations. Any additional, approved riprap will be paid under this item.

Provide Class B Concrete for riprap.

ITEM 465 – MANHOLES AND INLETS

Consider excavation and backfill, frames, grates, rings and covers subsidiary to pertinent items.

Provide temporary drainage at each curb inlet and maintain until the final course of asphaltic concrete pavement is placed.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

Obtain the Engineer's approval for proposed methods used for erosion control before starting each phase of construction.

The total project area is approximately 0.23 acres. Consider the SW3P for this project to consist of the following items as directed:

- Temporary Sediment Control Fence
- Rock Filter Dams
- Baled Hay
- Earthwork for Erosion and Sediment Control

Double-bag all sandbags used for erosion control items. Consider subsidiary to pertinent Items.

ITEM 556 – PIPE UNDERDRAINS

Place pipe underdrains as shown in the plans or as directed during construction.

Filter material will be clean, washed gravel meeting the gradation requirements of Type C.

STORMWATER POLLUTION PREVENTION PLAN / WATER POLLUTION ABATEMENT PLAN NOTES

For projects in the recharge zone or contributing zone of Williamson, Travis and Hays Counties, plans must include the sheet titled "TCEQ Requirements for Recharge Zone of the Edwards Aquifer" or "TCEQ Requirements for Contributing Zone of the Edwards Aquifer." Compliance with the notes on these sheets is required for TCEQ construction approval. The Engineer will be the sole judge as to the timing of all installations. Work will not progress until the Engineer has approved each installation.

Maintain erosion control features according to the SW3P sheet.

In the event that significant contamination is encountered based on odors, visual evidence, or vapor monitoring, immediately contact the Engineer in accordance with Item 4.3 of the general provisions of the STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES. The Engineer may suspend work wholly or in part to determine the coordination/management for the testing, removal and disposal of hazardous materials that might be necessary according to all applicable rules, laws and regulations.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures with TCEQ.

Plug any drill holes, resulting from core sampling on-site or down-gradient of the site, with concrete from the bottom of the hole to the top of the hole so that water and contaminants are not allowed to enter the subsurface environment.

Restrict construction vehicles from traversing or utilizing existing roadways, unprotected construction areas, and areas with vegetative cover.

Maintain vehicles at designated maintenance sites, unless otherwise approved.

Transport any soils contaminated during construction of the proposed project from the site and properly dispose of off-site, off the recharge zone, and off any area draining to the recharge zone of the Edwards Aquifer.

Collect wastewater generated on-site by chemical toilets and transport off the recharge zone and dispose of properly.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes over bermed impervious liners as to not allow any leakage into underlying soils. Additionally, the containment will be sized to capture 150% of the total volume of fluids stored on-site within the storage area.

No blasting will be allowed within 300 ft. of a geologic feature of significant recharge potential, unless otherwise approved. Known locations of these features are available from the Engineer.

Vendor Bids Are to Include:

1. Completed **Schedule of Rates and Prices**, pgs 15-16.
2. Completed **References** form for three (3) references where like products have been built and installed by your firm in the last 5 years, pgs 18-19.
3. Completed **Williamson County Conflict of Interest Statement**, pg 20.
4. Completed **Williamson County Bid Form**, pg 21.
5. A Bid Bond for 5% of the Total Bid Amount if it's more than \$100,000, pg 3.

Project Plans:

For project drawings and plans, please see the separate pdf document, **Plans for RM 2338 Water Quality Ponds**.

WILLIAMSON COUNTY BID FORM
SCHEDULE OF RATES AND PRICES
WATER QUALITY PONDS
FOR RM 2338

Item	Qty	Unit Price	Extended Price
REMOVING STAB BASE AND ASPH PAV (2")	320	\$/SY	\$
EXCAVATION (SPECIAL)	79	\$/CY	\$
EMBANKMENT (FINAL)(ORD COMP)(TY B)	30	\$/CY	\$
FURNISHING AND PLACING TOPSOIL (6")	300	\$/SY	\$
BLOCK SODDING	126	\$/SY	\$
BROADCAST SEED (PERM) (RURAL) (CLAY)	200	\$/SY	\$
FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	7	\$/CY	\$
D-GR HMA(METH) TY-C SAC-B PG64-22	39	\$/TON	\$
SAND BACKFILL	30	\$/CY	\$
CL A CONC (MISC)	17	\$/CY	\$
RIPRAP (CONC) (5 IN)	10.2	\$/CY	\$
GABIONS (PVC)	7.3	\$/CY	\$
INLET (COMPL)(CURB)(5 FT)(SPECIAL)	1	\$/EA	\$
PVC PIPE (SDR-26)(12")	24	\$/LF	\$
MOBILIZATION	1	\$/LS	\$

ADVERTISING OF PROJECTS

The Williamson County Purchasing Department is continually looking for efficient ways to notify vendors regarding our bids, proposals, and requests for qualifications, and wants to know how vendors are finding out about County projects. Though not a requirement, please answer and submit the following short survey with your Bid response. Thank you in advance for your feedback.

My company/firm was made aware of this Invitation for Bids (IFB) by:

- | | |
|--|--|
| a. An ad in the Austin American Statesman newspaper | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b. An ad in the Williamson County Sun newspaper | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| c. An email notification from the County | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| d. The County Purchasing Department website | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| e. County Department or Employee | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| f. Plan room(s)
Name of Plan Room(s) _____
_____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| g. Texas Comptroller, Electric State Business Daily | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| h. Other: _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Any additional advertising suggestions?

REFERENCES

List three (3) customers during the past five (5) years for which you provided, goods and/or services similar to those specified in this solicitation. Provide the owner's name, contact person, address, telephone number, and date services were performed, as described.

1. Owner's Name:

a. Description of goods or services provided:

b. Contract Amount:

c. Date services completed:

d. Contact Person:

Address:

Telephone

Number:

Email Address:

2. Owner's Name:

a. Description of goods or services provided:

b. Contract Amount:

c. Date services completed:

d. Contact Person:

Address:

Telephone

Number: _____

Email Address:

3. Owner's Name:

a. Description of goods or services provided:

b. Contract Amount:

c. Date services completed:

d. Contact Person:

Address:

Telephone Number:

Email Address: _____



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me

by: _____

on _____.

(date)

WILLIAMSON COUNTY BID FORM
WATER QUALITY PONDS
FOR RM 2338

BID NUMBER: 11WC914

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

TOTAL BID AMOUNT (From the Williamson County Bid Form, Schedule of Rates and Prices to include all costs: materials, equipment, labor, installation, delivery, possible bonds, etc):

\$ _____

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 Request 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: _____

Printed Name and Title of Signer: _____

ACKNOWLEDGEMENT OF ADDENDA

The bidder shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it no later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, quantities, bonds, qualifications, etc.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

Williamson County Inner Loop Annex

Address:

**301 SE Inner Loop
Georgetown, TX 78626**

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

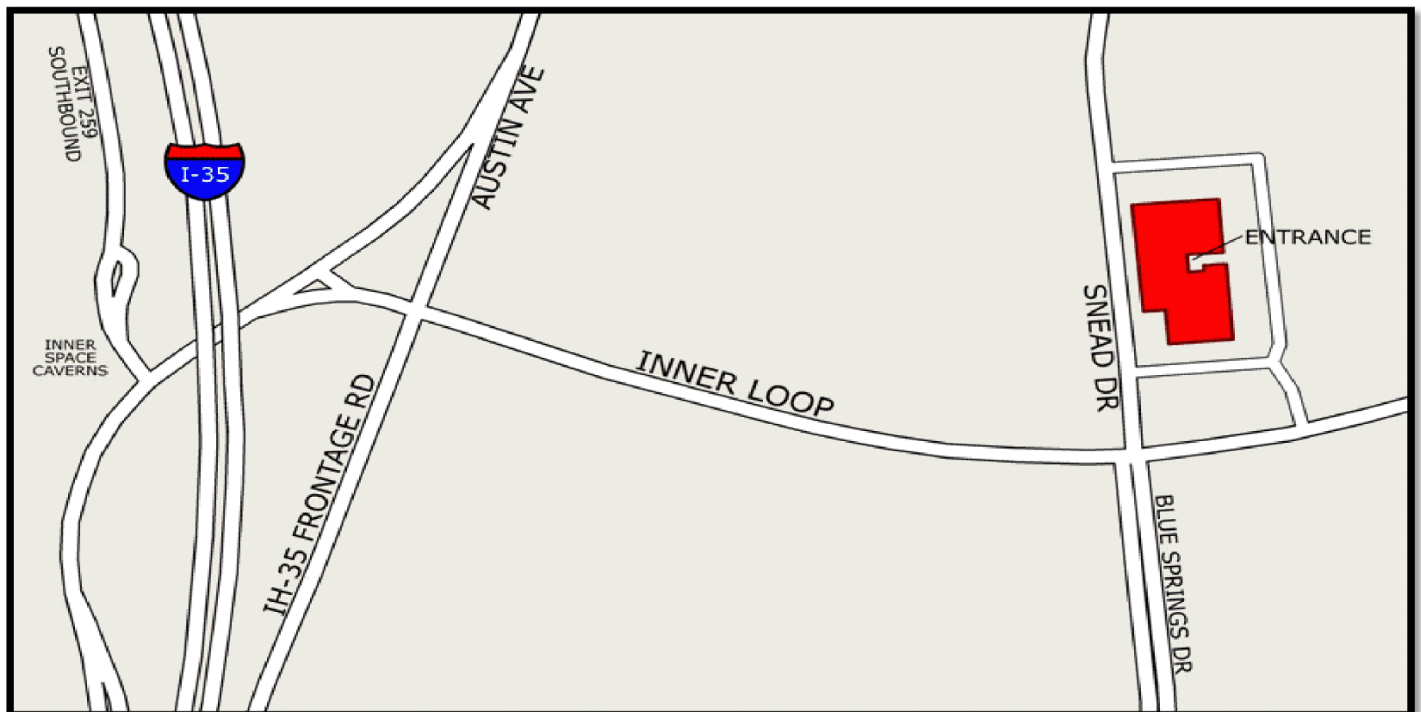
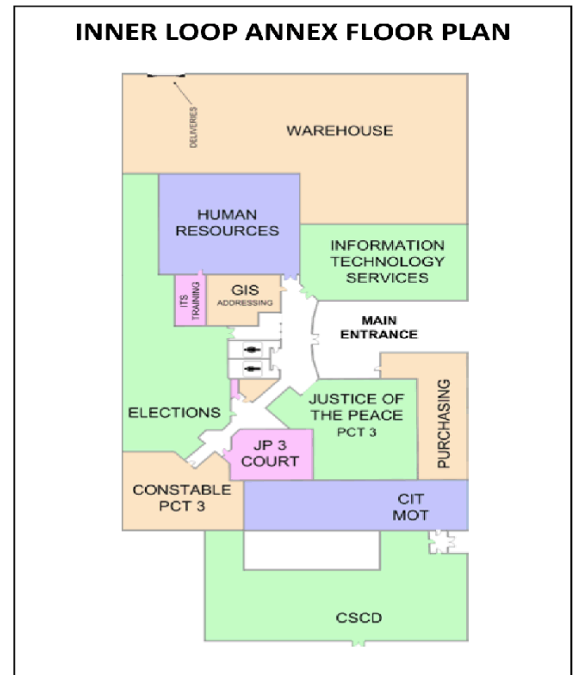
Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

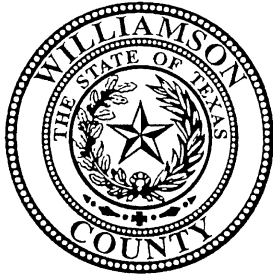
Main entrance is on the side of the building by the flagpoles



AGREEMENT (CONTRACT) DOCUMENT

Starting on the following page is a sample agreement, being provided at this time simply for review. If a contractor is awarded this project, at that time it will be required that an agreement be completed between the contractor and the County.

The only anticipated changes in the agreement will be to include additional exhibits, to fill in blanks to identify the contractor, and terms relating to the compensation, or to revise the agreement to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Because the signed contract will be substantively and substantially derived from the attached document, each contractor is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached agreement.



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and [REDACTED] ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of [REDACTED] (\$) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

[REDACTED]

[REDACTED]

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when

the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: _____, 20____

(OR)

WITHIN _____ CALENDAR DAYS FROM THE DATE THE WORK IS COMMENCED.

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed within _____ calendar days from the date the Work is commenced **(OR)** on or before _____, 20____; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of _____ Dollars per day (\$_____/day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT: Contractor shall receive two lump sum payments of the Contract Price. The first one-half (1/2) of the total Contract Price shall be paid to Contractor when one-half (1/2) of all Work has been deemed Substantially Complete by the Owner; provided that Contractor is not in breach of this Agreement at that time. The remaining one-half (1/2) of the total Contract Price shall be paid to Contractor when Final Completion of all Work has been achieved as deemed by the Owner; provided that Contractor is not in breach of this Agreement at that time.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures. Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.2 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.3 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.4 As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;

- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.5 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.6 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.8 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.9 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.10 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.11 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.12 Contractor shall provide warranty services for the Work for a full eighteen months (thirty months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the

warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

10.4.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$250,000 Ea. Accident
Bodily Injury by Disease	\$250,000 Ea. Employee

Bodily Injury by Disease

\$250,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
----------	------------	----------------

Comprehensive		
---------------	--	--

General Liability	\$500,000	\$500,000
-------------------	-----------	-----------

*(including premises,
completed operations
and contractual)*

Aggregate policy limits: \$500,000

Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
----------	------------	----------------

Bodily injury	\$500,000	\$500,000
---------------	-----------	-----------

(including death)

Property damage	\$500,000	\$500,000
-----------------	-----------	-----------

Aggregate policy limits No aggregate limit

Builder's Risk Insurance

(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include

transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

10.4.6 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) 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 Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, 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 in relation to the Work. "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 Work, 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, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, 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.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven 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 Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 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 in relation to the Work.

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

i. By signing this 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 in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, 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.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement 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 notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement. The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

8.1.7 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements 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 the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.8 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO CONTRACTOR'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE

INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

10.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 100% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

14.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

14.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or

services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

11.2 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Work in which the Owner is a party.

11.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.4 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

11.5 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.6 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.7 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

11.8 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.9 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.10 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the

Work. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement.

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative:

Phone _____

Fax _____

Contractor's Designated Representative:

Phone _____

Fax _____