

Received
MAY 04 2012

Received
MAY 10 2012

RECEIVED
MAY 09 2012
BY: PSI

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

1. CONTRACTOR: American States Insurance Company
2. Change Order Work Limits: Sta. 1144+00 to Sta. END
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3M, 3F (3 Max. - In order of importance - Primary first)

Project:	<u>11WC902</u>
Roadway:	<u>Ronald Reagan North Phase 3</u>
Purchase Order Number:	<u> </u>

5. Describe the work being revised:

3M: County Convenience. Other. This Change Order removes the portion of the project north of Sta. 1144+00 (south of the original approach to the Yearwood Bridge) to north of SH 195 from the Contract. **3F: County Convenience. Additional Work Desired by the County.** This Change Order also adds a Contract Item for the engineering design and materials delivery of the revised Yearwood Tunnel to Contech which has been included in the Reagan North Phase 4 Construction Contract.

6. Work to be performed in accordance with Items: See Attached
Cover, 10-13, 15-16, 58-59, 84A, 84B, 85, 147-158, 202, 258A, 261, 300, 308-313
7. New or revised plan sheet(s) are attached and numbered:
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).

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR Date <u>5/7/12</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Lally Bissar</u></p> <p>Typed/Printed Title <u>H.O. Counselor</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>(\$220,543.62)</u></p>
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RECOMMENDED FOR EXECUTION:

[Signature] 5/8/12
Project Manager Date
Construction Observer

N/A
Design Engineer Date

[Signature] 5/10/12
Program Manager Date

Design Engineer's Seal:

See Revised Plan Sheets

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] 05-19-2012
☐ APPROVED County Judge Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Project # 11WC902

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
110-2003	EXCAVATION (SPECIAL YEARWOOD UNDERPASS)	CY	\$4.00	12,222.00	\$48,888.00	13,331.00	25,563.00	\$102,212.00	\$53,324.00
110-2004	EXCAVATION (ROADWAY AND CHANNEL)	CY	\$4.00	87,540.00	\$350,160.00	9,599.00	97,139.00	\$388,556.00	\$38,396.00
132-2004	EMBANKMENT (FINAL) (DENS CONT) (TY B) (CL 3)	CY	\$1.00	132,159.00	\$132,159.00	(3,989.00)	128,170.00	\$128,170.00	(\$3,989.00)
160-WC01	FURN AND PLACE TOPSOIL (CL 2) (4 IN)	SY	\$0.15	266,041.00	\$39,906.15	(5,449.00)	260,592.00	\$39,088.80	(\$817.35)
164-WC01	TABLE 1 TYPE 1 SEED (PERM)	SY	\$0.35	288,491.00	\$100,971.85	(4,180.00)	284,311.00	\$99,508.85	(\$1,463.00)
164-WC02	3" EROSION CONTROL COMPOST (ECC)	SY	\$0.55	266,041.00	\$146,322.55	(5,449.00)	260,592.00	\$143,325.60	(\$2,996.95)
164-WC03	TABLE 3 TYPE 3 SEED (PERM)	SY	\$0.30	42,711.00	\$12,813.30	(1,171.00)	41,540.00	\$12,462.00	(\$351.30)
164-WC04	TABLE 4 TYPE 4 SEED (PERM)	SY	\$0.02	331,202.00	\$6,624.04	(9,873.00)	321,329.00	\$6,426.58	(\$197.46)
164-WC06	4" COMPOST MANUFACTURED TOPSOIL (CMT)	SY	\$0.40	65,161.00	\$26,064.40	(4,180.00)	60,981.00	\$24,392.40	(\$1,672.00)
168-WC01	VEGETATIVE WATERING	MG	\$1.00	52,264.00	\$52,264.00	(2,408.00)	49,856.00	\$49,856.00	(\$2,408.00)
169-2005	SOIL RETENTION BLANKET (CL 2) (TY E)	SY	\$1.00	42,711.00	\$42,711.00	(1,171.00)	41,540.00	\$41,540.00	(\$1,171.00)
247-2366	FL BS (COMPL-IN-PL) (TY A GR 5) (FINAL POS)	CY	\$14.77	69,020.00	\$1,019,425.40	(4,312.00)	64,708.00	\$955,737.16	(\$83,688.24)
247-2385	FL BS (COMPL-IN-PL) (TY A GR 5) (10") YEARWOOD UNDERPASS	CY	\$10.00	1,040.00	\$10,400.00	(1,040.00)	0.00	\$0.00	(\$10,400.00)
310-2002	PRIME COAT (AE-P)	GAL	\$3.00	27,093.00	\$81,009.00	(2,939.00)	24,064.00	\$72,192.00	(\$8,817.00)
341-2011	D-GR HMA (QCQA) TY-B PG64-22	TON	\$46.00	21,067.00	\$969,082.00	(1,387.00)	19,680.00	\$905,280.00	(\$63,802.00)
341-2048	D-GR HMA (QCQA) TY-C SAC-B PG70-22	TON	\$47.00	33,206.00	\$1,560,682.00	(994.00)	32,212.00	\$1,513,964.00	(\$46,718.00)
402-2002	TRENCH EXCAV PROTECTION (LARG CULV)	LF	\$1.00	1,111.00	\$1,111.00	(158.00)	953.00	\$953.00	(\$158.00)
416-2001	DRILL SHAFT 18 IN	LF	\$88.00	221.00	\$19,448.00	(97.00)	124.00	\$10,912.00	(\$8,536.00)
416-2004	DRILL SHAFT 36 IN	LF	\$195.00	264.00	\$51,480.00	(264.00)	0.00	\$0.00	(\$51,480.00)
420-2033	CLASS S CONC (APPROACH SLAB)	CY	\$300.00	146.00	\$43,800.00	(81.90)	64.10	\$19,230.00	(\$24,570.00)
TOTALS					\$4,715,321.69			\$4,513,806.39	(\$201,515.30)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Project # 11WC902

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	
420-2041	CLASS C CONC (ABUT)	CY	\$1,100.00	136.00	\$149,600.00	(85.40)	50.60	\$55,660.00	(\$93,940.00)
422-2001	REINFORCED CONC SLAB	SF	\$10.00	21,925.00	\$219,250.00	(5,294.00)	16,631.00	\$166,310.00	(\$52,940.00)
423-2012	RETAINING WALL (RW 1 (L) A)	SF	\$84.03	38.00	\$3,193.14	(38.00)	0.00	\$0.00	(\$3,193.14)
425-2004	PRESTR CONC BEAM (TY IV)	LF	\$145.00	695.00	\$100,775.00	(695.00)	0.00	\$0.00	(\$100,775.00)
428-2001	CONC SURF TREAT	SY	\$1.50	2,934.00	\$4,401.00	(794.00)	2,140.00	\$3,210.00	(\$1,191.00)
432-2002	RIP RAP (CONC)(5 IN)	CY	\$358.50	34.00	\$12,189.00	(34.00)	0.00	\$0.00	(\$12,189.00)
432-2040	RIP RAP (CONC)(CLASS B)(MOW STRIP)	CY	\$356.41	187.00	\$66,848.87	(19.80)	167.20	\$59,591.75	(\$7,056.92)
432-2072	RIP RAP (CONC)(CLASS B)(RR 8)	CY	\$205.63	227.00	\$46,678.01	(13.20)	213.80	\$43,963.69	(\$2,714.32)
450-2007	RAIL (TY T601)	LF	\$51.00	534.00	\$27,234.00	(120.00)	414.00	\$21,114.00	(\$6,120.00)
450-2009	RAIL (TY C502)	LF	\$105.00	120.00	\$12,600.00	(120.00)	0.00	\$0.00	(\$12,600.00)
450-2044	RAIL (PEDESTRIAN) TYPE PDR-06 TYPE E	LF	\$125.00	157.00	\$19,625.00	(157.00)	0.00	\$0.00	(\$19,625.00)
454-2004	STR STEEL (ARMOR JOINT)	LF	\$115.00	274.00	\$31,510.00	(106.00)	168.00	\$19,320.00	(\$12,190.00)
459-2011	12" GABION MATTRESS	SY	\$60.00	3,176.00	\$190,560.00	(105.00)	3,071.00	\$184,260.00	(\$6,300.00)
464-2021	RC PIPE (CL IV)(18 IN)(CULVERTS)	LF	\$49.00	316.00	\$15,484.00	(316.00)	0.00	\$0.00	(\$15,484.00)
464-9999	RC PIPE (CL IV)(18 IN)(CULVERTS)(MATERIAL ONLY)	LF	\$11.64	0.00	\$0.00	316.00	316.00	\$3,678.24	\$3,678.24
467-2234	SAFETY END TREATMENT (TY II)(18IN) (RCP)	EA	\$875.00	2.00	\$1,750.00	(2.00)	0.00	\$0.00	(\$1,750.00)
506-2002	ROCK FILTER DAM (TY 2)	LF	\$20.00	1,188.00	\$23,760.00	(40.00)	1,148.00	\$22,960.00	(\$800.00)
506-2009	ROCK FILTER DAM (TY 2)(REMOVE)	LF	\$1.00	1,188.00	\$1,188.00	(40.00)	1,148.00	\$1,148.00	(\$40.00)
506-2016	CONSTRUCTION EXIT TY 1	SY	\$5.00	1,165.00	\$5,825.00	(301.00)	864.00	\$4,320.00	(\$1,505.00)
506-2017	CONSTRUCTION EXIT TY 1 (REMOVE)	SY	\$1.00	1,165.00	\$1,165.00	(301.00)	864.00	\$864.00	(\$301.00)
529-2004	CONC CURB AND GUTTER (TY II)	LF	\$25.00	380.00	\$9,500.00	(380.00)	0.00	\$0.00	(\$9,500.00)
540-2001	MTL BEAM GD FEN (12 GA)(TIM POST)	LF	\$13.88	2,519.00	\$34,963.72	(81.00)	2,438.00	\$33,839.44	(\$1,124.28)
540-2011	MTL BEAM GD FEN TRANS (THRIE BEAM)	EA	\$1,150.00	8.00	\$9,200.00	(4.00)	4.00	\$4,600.00	(\$4,600.00)
544-2008	SINGLE GUARD RAIL TERMINAL (TY III)	EA	\$1,800.00	14.00	\$25,200.00	(4.00)	10.00	\$18,000.00	(\$7,200.00)
644-2001	INS SM RD SIGN SUP & AM TY 10BWG (1) SA (P)	EA	\$305.00	32.00	\$9,760.00	(7.00)	25.00	\$7,625.00	(\$2,135.00)
644-2006	INS SM RD SIGN SUP & AM TY 10BWG (1) SA (U)	EA	\$545.00	2.00	\$1,090.00	(2.00)	0.00	\$0.00	(\$1,090.00)
644-2027	INS SM RD SIGN SUP & AM TY S80 (1) SA (U)	EA	\$750.00	12.00	\$9,000.00	(1.00)	11.00	\$8,250.00	(\$750.00)
658-2258	INS DEL ASSM (D-SW) SZ (TY C) CTB	EA	\$12.00	24.00	\$288.00	(6.00)	18.00	\$216.00	(\$72.00)
658-2260	INS DEL ASSM (D-SW) SZ (TY C) GF1	EA	\$15.00	48.00	\$720.00	(9.00)	39.00	\$585.00	(\$135.00)
658-2314	OBJ MARK ASSM (DM-2)(WC)(GND)	EA	\$45.00	19.00	\$855.00	(2.00)	17.00	\$765.00	(\$90.00)
666-2011	REFL PAV MARK TY I (W) (4IN)(SLD)(.090 MIL)	LF	\$0.37	94,128.00	\$34,827.36	(2,550.00)	91,578.00	\$33,883.86	(\$943.50)
666-2047	REFL PAV MARK TY I (W) (24IN)(SLD)(.090 MIL)	LF	\$5.80	470.00	\$2,726.00	(25.00)	445.00	\$2,581.00	(\$145.00)
666-2110	REFL PAV MARK TY I (Y) (4IN)(SLD)(.090 MIL)	LF	\$0.37	81,578.00	\$30,183.86	(2,550.00)	79,028.00	\$29,240.36	(\$943.50)
666-2145	REFL PAV MARK TY II (W) (4IN)(SLD)	LF	\$0.11	55,870.00	\$6,145.70	(2,550.00)	53,320.00	\$5,865.20	(\$280.50)
666-2157	REFL PAV MARK TY II (W) (24IN)(SLD)	LF	\$1.30	154.00	\$200.20	(25.00)	129.00	\$167.70	(\$32.50)
666-2178	REFL PAV MARK TY II (Y) (4IN)(SLD)	LF	\$0.11	43,320.00	\$4,765.20	(2,550.00)	40,770.00	\$4,484.70	(\$280.50)
672-2015	RAIS REFL PAV MARKER CL B (REFL) TY II A-A	EA	\$2.70	694.00	\$1,873.80	(36.00)	658.00	\$1,776.60	(\$97.20)
5445-2001	TYPE III BARRICADE	LF	\$20.00	160.00	\$3,200.00	(40.00)	120.00	\$2,400.00	(\$800.00)
9004-000	ENGINEERING & MATEIRALS COST FOR TUNNEL	LS	\$358,226.79	0.00	\$0.00	1.00	1.00	\$358,226.79	\$358,226.79
The "Totals" from Table B of the previous work sheet:					\$4,715,321.69			\$4,513,806.39	(\$201,515.30)
TOTALS					\$5,833,256.35			\$5,612,712.73	(\$220,543.62)

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

Williamson County Road Bond Program

**Ronald Reagan Blvd North, Phase 3
Williamson County Project No. 11WC902**

Change Order No. 6

Reason for Change

This Change Order removes the portion of the project north of Sta. 1144+00 (south of the original approach to the Yearwood Bridge) from the Contract due to the change in site conditions which required re-engineering the planned crossing of the Yearwood haul road. This Change Order also adds a Contract Item to pay for the engineering and materials production of the new Yearwood Tunnel design from Contech. The portion of the project that is being deleted and the installation of the materials have been included in the scope and costs of the Reagan North Phase 4 Construction Contract.

Following is a summary of new items required for this Change Order:

Item	Description	Unit	Qty
464-9999	RC PIPE (CL IV)(18IN)(CULVERTS)(MATERIAL ONLY)	LF	316.00
9004-000	ENGINEERING & MATEIRALS COST FOR TUNNEL	LS	1.00

This Change Order results in a net decrease of \$220,543.62 to the Contract amount, for an adjusted Contract amount of \$9,400,873.65. The original Contract amount was \$9,449,782.66. As a result of this and all Change Orders to date, \$28,922.89 has been deducted from the Contract resulting in a 0.25% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E

Laura Harris

From: Clayton Weber
Sent: Thursday, May 03, 2012 11:18 AM
To: Laura Harris
Cc: Mark Cissell
Subject: JCE Ronald Reagan Phase 3 - Contech Issue/C.O. No. 6
Attachments: 11WC902-RRN3-CO#6(WithoutPlanSheets).pdf; JCE Ronald Reagan 3 Project - Yearwood Underpass - Ronald Reagan Original Quote by Contach.pdf; JCE Ronald Reagan 3 Project - Yearwood Underpass - Ronald Reagan - Add On Keysteel Wall quote by Contech.pdf

This is the info that the Bonding Company has received from Contech the last item shows the additional cost. Blake said that if we can send the revised CO to him, he will get it signed and returned by Monday. He also said we did not have to apply any additional markup to the extra pricing.

Clayton K. Weber
Construction Manager

HNTB Corporation
14 Galloping Road
Round Rock, Texas 78681

Cell: (512) 539-9342
Office: (512) 744-9082
Fax (512) 248-9940
www.hntb.com

From: Blake Hall [<mailto:Blake.Hall@hovservices.com>]
Sent: Wednesday, May 02, 2012 3:50 PM
To: Clayton Weber
Cc: Chris Henry; Munther Shamieh
Subject: JCE Ronald Reagan Phase 3 - Contech Issue/C.O. No. 6

Clayton,

As discussed, attached you will find the following documents associated with Change Order No. 6 on the Ronald Reagan Phase 3 project:

PDF file containing proposed change order no. 6
PDF file containing the original Contech costs proposed for change order no. 6
PDF file containing the additional MSE wall square footage costs required once design was approved by Obligee's engineering team

Per discussions from both Contech and Ranger, it would appear Contech's request for material procurement and FOB job site costs add the revised redesign costs for the additional square footages needed for wall panels to the purchase order Ranger is required to submit. With that being said, the proposed change order does not encompass the required funding needed for this scope change on this project.

Please advise on how to proceed.

Blake C. Hall, PMP

SourceHOV / **Meridian**

11122 Wurzbach Road, Suite 206

San Antonio, Texas 78230

Tel. No. 210/558-7500

Fax No. 210/558-7612

Cell No. 214-843-5245

Email: Blake.Hall@hovservices.com

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Quote # QUO-119011-9ZPXLW					
Date	5/1/2012	Account Name	Ranger Excavating	Reply-To	
Quote #	QUO-119011-9ZPXLW	Contact Name	Ranger Excavating	Contech Rep.	Sam Smith
Project Name	Yearwood Underpass - Ronald Reagan Add On - Revised	Phone	(512) 331-5551	Address	220 Gym St, Taylor, TX, 76574
Project #	440718	Fax	(512) 343-9618	Phone	512-680-1772
Revision #	1	Email		Fax	
Expected Bid Date	5/1/2012			Email	SSmith@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech Cos") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	Multiplate - Notes for Quote : 181'-0" (Bottom Centerline) of CONTECH Multiplate 28'-6" Diameter Round Culvert with 2:1 step bevel on one end; Pricing is based on 7 gage with Reinforcing Beams on 4'-0" Centers; Pricing Includes Plate layout drawings, On-site consultation during installation, and Freight for plate materials	1.00	1.00	\$267,276.00	EA	\$267,276.00
	Keysteel Retaining Wall System - Notes for Quote : 3780 SF of Keysteel Retaining Wall System Including Block, Steel Strip Reinforcement, Steel Connection Pins, Fiberglass Connection Pins, and Delivery to Jobsite	3780.00	3780.00	\$16.17	SF	\$61,122.60
						Total
						\$328,398.60
						(Tax not included) Net Total
						\$328,398.60

Standard Notes

1. A fuel surcharge will be added to the invoices for each shipment amounting to 6% of the freight amount and Buyer agrees to pay for these charges.
2. All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
3. Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added.
4. Construction loadings typically exceed the intended post-construction live load used for design. Contact your Contech representative for specific guidelines and limitations based on the construction live loads anticipated.
5. Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.
6. KEYSTONE BLOCK LEAD TIME:
The estimated lead time for the submittal package is 1-2 weeks from the receipt of a signed purchase document and receipt of the required design documents and project information. Approval review process is in addition to stated timeframes. The estimated manufacturing lead time for this material is 7 -8 weeks from the receipt of approved submittal documents.
MULTIPLATE LEAD TIME:
The estimated lead time for the submittal package is 1-2 weeks from the receipt of a signed purchase document and receipt of the required design documents and project information. Approval review process is in addition to stated timeframes. The estimated manufacturing lead time for this material is 6 -8 weeks from the receipt of approved submittal documents.
7. NOTE: Keystone pricing based on an estimated quantity. Final quantity may vary in final design.
8. One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
9. Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
10. Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
11. This material will be manufactured for this particular project and is not subject to cancellation. See Section 19 of the Contech Cos.
12. This quotation expires 30 days from the date shown. Prices are firm for shipment within 90 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Quote # QUO-119011-9ZPXLW

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC. FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING, BUT NOT LIMITED TO, CONTECH STORMWATER SOLUTIONS LLC., CONTECH BRIDGE SOLUTIONS LLC., KEYSTONE RETAINING WALL SYSTEMS, LLC., AND THOMPSON CULVERT COMPANY LLC.

Acceptance		Contech Engineered Solutions LLC.	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech Cos INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		By	Sam Smith
Company		(O)	512-680-1772
By		(F)	
Title		(Cell)	
Date		Title	

Quote # QUO-119015-28TLWX					
Date	5/1/2012	Account Name	Ranger Excavating	Reply-To	
Quote #	QUO-119015-28TLWX	Contact Name	Ranger Excavating	Contech Rep.	Sam Smith
Project Name	Yearwood Underpass - Ronald Reagan - Add On Keysteel Wall	Phone	(512) 331-5551	Address	220 Gym St, Taylor, TX, 76574
Project #	440718	Fax	(512) 343-9618	Phone	512-680-1772
Revision #	2	Email		Fax	
Expected Bld Date	5/1/2012			Email	SSmith@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech Cos") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	Keysteel Retaining Wall System - Notes for Quote : Per Ettamar Wall Revision Changes 2/20/2012 Additional 1283 SF	1236.00	1236.00	\$16.17	SF	\$19,986.12
					Total	\$19,986.12
					(Tax not included) Net Total	\$19,986.12

Standard Notes

1. A fuel surcharge will be added to the invoices for each shipment amounting to 6% of the freight amount and Buyer agrees to pay for these charges.
2. All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
3. Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added.
4. Construction loadings typically exceed the intended post-construction live load used for design. Contact your Contech representative for specific guidelines and limitations based on the construction live loads anticipated.
5. Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.
6. KEYSTONE BLOCK LEAD TIME:
The estimated lead time for the submittal package is 1-2 weeks from the receipt of a signed purchase document and receipt of the required design documents and project information. Approval review process is in addition to stated timeframes. The estimated manufacturing lead time for this material is 7-8 weeks from the receipt of approved submittal documents
7. Keystone pricing based on an estimated quantity. Final quantity may vary in final design.
8. One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
9. Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
10. Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
11. This material will be manufactured for this particular project and is not subject to cancellation. See Section 19 of the Contech Cos.
12. This quotation expires 30 days from the date shown. Prices are firm for shipment within 90 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Quote # QUO-119015-28TLVWX

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Acceptance		Contech Engineered Solutions LLC.	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech Cos INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		By	Sam Smith
Company		(O)	512-680-1772
By		(F)	
Title		(Cell)	
Date		Title	

Laura Harris

From: Munther Shamieh <Munther.Shamieh@hovservices.com>
Sent: Thursday, February 23, 2012 11:51 PM
To: Clayton Weber
Cc: James Klotz; Christen Eschberger; Laura Harris; Tiffany McConnell; Blake Hall; Steve Owen (SteveO@jcevans.com)
Subject: RE: Reagan Phase 3

Clayton – The proposed 3% markup for the below referenced transaction is acceptable. We are under the assumption that Contech's price includes delivery; and unloading, inventory, shaking out, and moving materials is by others (Phase 4 Contractor). Thank you.

Munther S. Shamieh
HOV Services/Meridian
11122 Wurzbach Road, Suite 206
San Antonio, Texas 78230
Tel. No. 210/558-7500
Fax No. 210/558-7612
Email: munther.shamieh@hovservices.com



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From: Clayton Weber [mailto:cweber@HNTB.com]
Sent: Friday, February 10, 2012 1:20 PM
To: Blake Hall; Steve Owen (SteveO@jcevans.com); Munther Shamieh
Cc: James Klotz; Christen Eschberger; Laura Harris; Tiffany McConnell
Subject: RE: Reagan Phase 3

The 5% mark up on \$328,298.60 equates to \$16,419.93. Would you accept a 3% markup which equates \$9851.98 since this material purchase through the Bonding Company is relatively simple.

Clayton K. Weber
Construction Manager

HNTB Corporation
14 Galloping Road
Round Rock, Texas 78681

Cell: (512) 539-9342
Office: (512) 744-9082
Fax (512) 248-9940
www.hntb.com

Laura Harris

From: Smith, Sam <SmithS@contech-cpi.com>
Sent: Tuesday, December 20, 2011 4:24 PM
To: Mark Cissell
Cc: Clayton Weber; James Klotz; Christen Eschberger; Laura Harris; Flint, Brian; Collins, Jeff
Subject: RE: Yearwood Underpass MULTI-PLATE/ Keysteel Wall

Mark-

I would be happy to come by tomorrow to discuss the differences in the two letters at your convenience, but here is the overall cost breakdown:

MULTI-PLATE

Raw Material \$209,282.00

Manufacturing, Engineering, and Delivery from Winchester, Kentucky \$87,994.00

Assembly was included in the signed quotation but it was removed from negotiated deal with JC Evans.

KEYSTEEL WALL

Engineering \$5000.00

Materials delivered based on 3,780 SF of Wall Face \$56,122.60 (If packaged)

TOTAL : 358,389.60

\$30,000 Discount for Bridge and Wall Package

PACKAGE TOTAL: \$328,389.00

In the letter provided yesterday, we provided the package option (as we offered JC Evans) to offer a \$30,000 discount if Williamson County wanted to go that way.

I added the \$87,994 for the manufacturing, engineer, and delivery so Williamson County would have a finished material on-hand ready to ship at their request versus just raw materials. I apologize for the confusion.

Regards,

Sam Smith
Sales Engineer
CONTECH Construction Products Inc.
220 Gym Street
Taylor, TX 76574
512-680-1772 mobile
512-291-5109 fax
www.contech-cpi.com

Customer Service 972-590-2011