INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS Corridor C- SH 29 Bypass (Sam Houston Avenue)

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("Agreement") is entered into between Jonah Special Utility District (the "District") and Williamson County, a political subdivision of the State of Texas (the "County"). In this Agreement, the District and the County are sometimes individually referred to as "a Party" and collectively referred to as "the Parties."

WHEREAS, the County is and has been in the process of designing a new roadway known as Corridor C-SH 29 Bypass, the location of which is shown on Exhibit "A", attached hereto (the "County Project"); and

WHEREAS, some of the proposed County Project includes the widening of the right-ofway into easements in which the District's water system improvements are or will be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of District water lines are necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the District water lines affected by the County Project have been prepared by the District and are attached hereto as Exhibit "B" (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the District's water system improvements and construct water system betterments in certain segments of the County Project.

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

I. STATEMENT OF INTENT

- **1.01** General. The purpose of this Agreement is to provide for the County's relocation and construction of the Relocation Project caused by the County's construction of the County Project.
- 1.02 County Relocation of Waterlines. The County will, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans, with the exception of additional costs related to improvements to the waterlines (the "Betterment") detailed in the

Betterment Calculations attached hereto as Exhibit "C" and as outlined in the Betterment Costs section below. As stated below, the County will reimburse the District for all costs related to the design of the Plans.

- 1.03 County to Obtain Easements. The County agrees to acquire at its own expense all necessary easements required by the District for the County Project and the Relocation Project as shown in the Plans. This Agreement specifically allows the County's right-of-way attorneys to acquire easements by eminent domain, if necessary. The form of the easement shall be approved by the District prior to acquisition. The District is not responsible for costs associated with easement acquisition for the County Project or Relocation Project. Any easements acquired as set out herein shall be assigned by the County to the District upon completion of construction of the Relocation Project.
- 1.04 County to Obtain Permits. The County must secure all permits required for construction of the County Project and the Relocation Project, and is responsible for the costs associated with the permits. The District is not responsible for costs associated with permitting of the County Project or Relocation Project.
- 1.05 District Obligations. The District shall be responsible for the design of the plans including specifications. The District will submit invoices for design costs to the County, and the County must reimburse 34.20% of District's costs pursuant to the Prompt Payment Act, Chapter 2251 of the Texas Government Code. After acceptance of the waterline relocations, the District will own and maintain said waterlines at their sole cost and expense.
- 1.06 Continuation of Service. The County agrees that both the County Project and the Relocation Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in prolonged or permanent loss of water service to any such customers.

II. CONSTRUCTION OF PROJECT

- **2.01** General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project, subject to reimbursement of any Betterment Costs as described herein.
- 2.02 Calculation of Betterment Costs. The District's engineer will determine betterment percentages by calculating the Engineer's Opinion of Probable Cost ("EOPC") for the construction of water lines that are larger than the original lines they are replacing ("betterment construction") and the EOPC for the construction of water lines that are the same size as the original lines ("'like-kind' replacement construction"), then by determining the percentage of the "like-kind" cost versus the betterment cost. The District's engineer will work with the County's engineer to seek approval of the betterment percentages.
- **2.03 Betterment Costs**. The District shall be responsible for 100% of all costs related to the design and construction of the waterline betterment portion of the Relocation Project. The

betterment Calculations attached hereto as Exhibit "C" estimate the cost of the betterment using the most recent EPOC.

- **2.04** Payment and Maintenance. The District's share of the Construction Costs will be due and payable to the County 30 days after the District provides written acceptance of the completed Relocation Project. After acceptance, the District will own and maintain the facilities included within the Relocation Project.
- **2.05** Construction Plans. The District must submit the Plans related to the Relocation Project, and any changes or modifications thereto, to the County for review and approval prior to the County progressing with construction. The Plans will be jointly bid and constructed with the County Project.
- **2.06 Inspection**. The District may inspect the relocation of the waterlines during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the District, the County shall cease construction until the deficiency can be identified, and a corrective plan of construction implemented with the written agreement of the District.
- **2.07 As-Built Drawings**. Upon completion of construction of the Relocation Project, County will provide District with the as-built drawings of the Relocation Project.
- 2.08 Future Relocations. Should the County or its successors require the relocation of the District water system improvements previously relocated by this Agreement, the County shall, at its own expense, be responsible for all costs associated with said relocation, including the acquisition of new easements, if necessary. The obligations of this section survive any termination of this agreement.
- 2.09 Insurance, Bonds and Warranties. The County shall require the contractor for the County Project and the Relocation Project to name the District as an additional insured on any policies related to the County Project or Relocation Project as applicable. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the County Project and Relocation Project in amounts satisfactory to the District. The County shall transfer any warranties for the Relocation Project to the District upon final completion and the District's written acceptance of the Relocation Project.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party must make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party must commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice that may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable

time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

- (b) Any non-defaulting Party must mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.
- (c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as agreed and allowed by the laws of the State of Texas.
- 3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party will be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.
- 3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

- **4.01 Authority**. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.
- **4.02 Severability**. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.
- **4.03 Payments from Current Revenues**. Any payments required to be made by a Party under this Agreement will be paid from current revenues available to the Party for such purpose.
- **4.04** Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- **4.05** Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project or Relocation Project shown in the Plans.

- Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.
- Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.
- **Notices**. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

Jonah Water Special Utility District **DISTRICT:**

> 4050 FM 1660 Hutto, Texas 78634 Attn: General Manager Telephone: (512) 759-2983

John Carlton With a Copy to:

> The Carlton Law Firm P.L.L.C 4301 Westbank Drive, Suite B-130

Austin, Texas 78746

john@carltonlawaustin.com

COUNTY: Williamson County

> 710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: County Auditor Telephone: (512) 943-1577

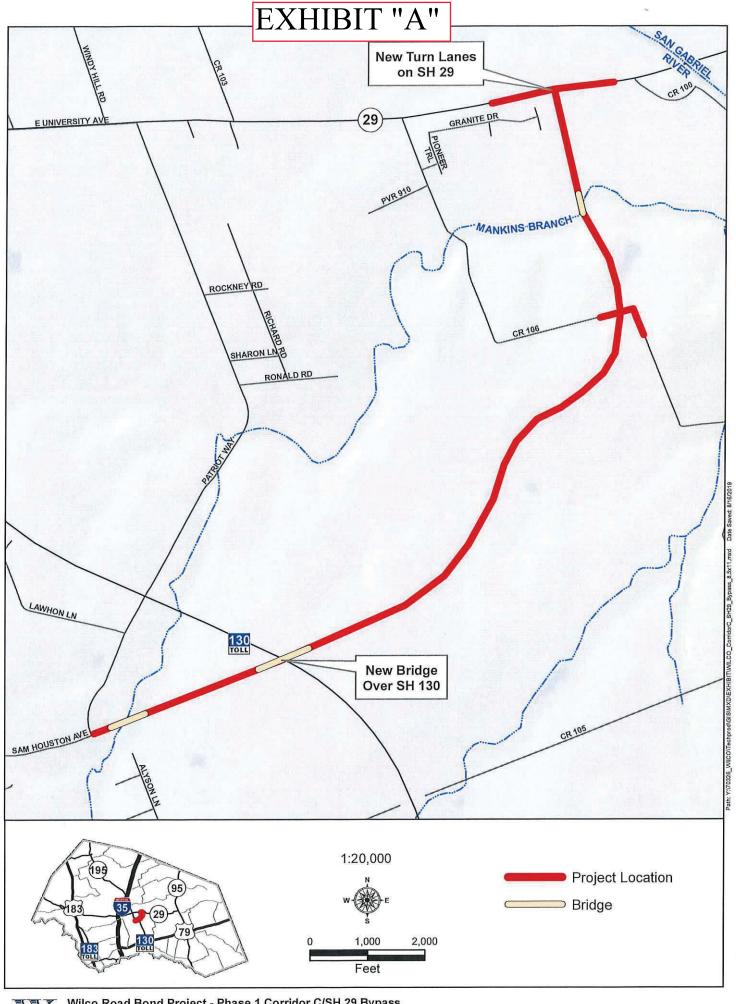
- Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.
- Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.
- Effective Date. This Agreement is effective on the last date of execution by the authorized representative of each Party.

(SIGNATURES ON THE FOLLOWING PAGE)

JONAH WATER SPECIAL UTILITY ATTEST:

DISTRICT:

ATTEST:	JONAH WATER SPECIAL UTILITY DISTRICT:
Curle	Ву:
Secretary Checutive Assistant	Printed Name: Bill Brown
	Title: General manager
	Date: Jone 13, 2023
ATTEST:	WILLIAMSON COUNTY:
Dancy E. Rister	Bill Gravell Jr. By:Bill Gravell Jr. (Jun 28, 2023 07:47 CDT)
Nancy Rister, County Clerk	Bill Gravell, Jr., County Judge
	Date: Jun 28, 2023
Dancy E. Rister	Title: Geneval manager Date: Jone 13, 2023 WILLIAMSON COUNTY: Bill Gravell Jr. By:Bill Gravell Jr. (Jun 28, 2023 07:47 CDT) Bill Gravell, Jr., County Judge





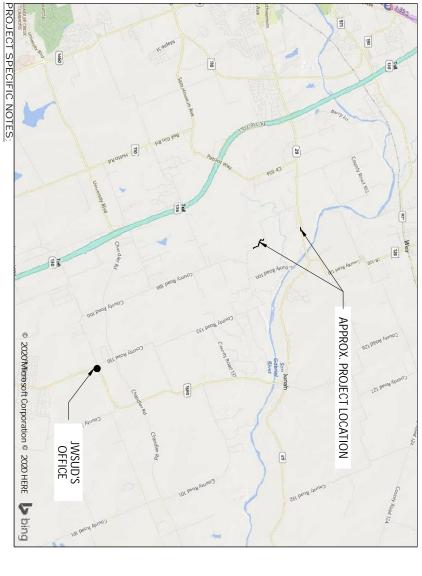
Wilco Road Bond Project - Phase 1 Corridor C/SH 29 Bypass



2020 - SH 29; Corric // 1660 XAS 78634 Itil ity Adj

GENERAL CONSTRUCTION NOTES

- THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PROJECT BEFORE SUBMITTING BIDS TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS
- CONTRACTOR SHALL NOTIFY
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 ALLWAY SUPERINTENENT
 CONTRACTOR SHALL NOTIFY
 CONTRACTOR SHALL NOT
- "LICABLE UTILITY COMPANIES URS PRIOR TO STARTING ON STARTING CONSTRUCTION ON ANY HIGHWAY OR RAILROAD AND IN CINITY OF ANY EXISTING UTILITIES, AND SHALL BE SUBJECT TO INSPECTION AND LANCE WITH THE ABOVE AUTHORITIES.
- 3. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D.
- 4. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
- 6. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. . NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF potable WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.
- 8. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
- 0. 9. ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER IF PROPERTY ACCESS IS THE BE DENIED FOR ANY PERIOD OF TIME. THE CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.
- TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-1)-12 THROUGH CP(1-6)-12; SEE https://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/standard/toc htm FOD SU .state.tx.us/insdtdot/orgchart/cmd/cserve/standard/toc.htm FOR SHEETS



- 1. SCHEDULE ALL PLANNED INTERRUPTIONS TO WATER SERVICE WITH JONAH WATER S.U.D. AT LEAST 48 HOURS IN ADVANCE.
- 2. FIELD VERIFY DEPTH AND LOCATIONS OF ALL EXISTING APPLICABLE UTILITIES.
- 3. COORDINATE AND GIVE PROPER NOTICE TO OWNER OF POSSIBLE INTERRUPTIONS TO SERVICE
- 4. ALL COMPONENTS OF THIS PROJECT SHALL BE INSTALLED PER THE MANUFACTURE'S RECOMMENDATIONS.
- 5. WILCO ROADWAY, R.O.W., AND OTHER PROPOSED INFRASTRUCTURE SHOWN WAS PROVIDED BY WILLIAMSON COUNTY REPRESENTATIVES, DATED 6/12/2020. CHANGES THAT MAY HAVE OCCURRED SINCE THAT TIME ARE NOT INCLUDED IN THESE DOCUMENTS.

DETAILS	7
DETAILS	6
DETAILS	5
STA. B-10+50 TO B-17+82	4
STA. B-3+50 TO B-10+50	3
STA. B-0+00 TO B-3+50	2
SH 29 INTERSECTION	1
KEY MAP	<u>~</u>
PROJECT TAKE OFF	G2
GENERAL NOTES	G1
Sheet Index:	

ustments



APPROVED

5/19/2022 DATE APPROVED

BE APPROVED BY OWNER ONCE PROPOSED MENTS ARE OBTAINED BY WILCO.

OWNER

DATE APPROVED

2020 JONAH WATER S.U.D. SH 29; Corridor "C", Utility Adjustments

T.B.P.E. F-16387 P.O. Box 24189 Waco, TX 76702 Ph. 254-744-3439 MILES@CAYOTECON.COM

General notes:

1) The proposed roadway, drainage, existing utilities shown on unexpect the country's project uncountry.

It shall be the Contractor's responsibility to familiarize themselves with the Country's project uncountry.

It shall be the Contractor's responsibility to familiarize themselves with the Country's project without going the contractor shall not a covided.

2) Various portions of the work shall be performed an private property as shown in the drawings. The owner has are is obtaining right of entry permission, permanent assessment, or permanent research, unless noted otherwise in project special provisions. The contractor shall not access or disturb private property without giving notice to each private property where property shall be readed by the contractor to schedule work to minimize disruption to property white particles on their property will be affected. Every effort shall be made by the contractor to schedule work to minimize disruption to property owners. Upon completion of work (or phases of work), private properties shall be restored to existing or better conditions, than that of those that existed just prior to the beginning of construction.

a) Refer to project Property Owner line list for tract information and essement statues.

3) The locations of underground utilities as shown hereon are based on above ground structures, record drawings, or information from the restored to the engineer. Locations of underground utilities structures may vary from locations shown hereon. Additional buried utilities structures may vary from locations shown hereon, Additional to the document of the properties of the properties and the existing location of the utility lines are to become the contractor. The properties are begun, the following entities shall be contacted for werification of the utility lines are to become the description of the utility lines are to become utility be and field locations.

a. Gas, telephone, electric, filter optic, oil: call Texas 811 at 800-344-8377
b. Water:

b. Water:

4) The Contractor shall pothole the existing utilities lines and the pipeline installation to verify adequate room is available for the trenching of the proposed lines. If the proposed trench for the water lines and the existing location of the utility lines are to become in conflict, the Contractor shall of his cost provide excavation and possible shoring up of the conflicting utilities, to allow for the trenching of the proposed water lines. The Contractor protect the existing utility lines and the conflicting utilities, to allow for the recoming of the proposed water lines. The Contractor protect the existing utility ines at their expense and shall be back into its original alignment once the trench is being backfilled. It will line.

a) It shoring of lines is required, the contractor shall notify the utility's owner. No separate payment, for the costs associated with this process, shall be made and shall be subsidiary to the other applicable costs.

4) Prior to beginning any construction, the contractor shall world work are readily utilities, or if the existing utilities, or if the existing utilities, or if the existing utilities are in any way different from what is shown on the downings, it shall be the contractor's responsibility to notify the expineer before proceeding with any construction. The contractor shall work with the engineer in resolving such conflicts before proceeding with a process, and the process of the expense or restored to compony immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

5) When unlocated or incorrectly located underground piping, or a break located in the line, or other utilities and services are encountered during work operatives, more proceeding with the applicable utility company in maintaining active services in operation.

6) Contractor shall take all due Tree Protection Requirements:

1) Prior to construction, the contractor shall mark all trees that are to be protected (as indicated an it) Prior to construction, the contractor shall mark all trees that are to be protect the area under the comay with clearly marked 4 (all aronge barricade fence and signage to protect the area under the comay group of protected trees. The drip line is the outer extent of any branching and or leaves. At so or directed by the Owner, the tree protection limits may encroach within the dripline to accommod ground penetration with support stakes at any location.

2) During construction, the contractor shall:

o) Prohibit temployees and equipment from accessing areas within tree protection limits.

b) Prohibit teemployees and equipment or storage of materials and disposal of any waste material, include solvents, asphalt, concrete, mortar, etc., within tree protection limits.

c) Prohibit techniques or wires of any kind, other than those of a protection limits.

c) Prohibit the disturbance of existing ground grades within tree protection limits.

d) Prohibit the disturbance of existing ground grades within tree protection limits.

c) Prohibit the disturbance of existing ground grades within tree protection limits.

d) Prohibit the disturbance of existing ground grades within tree protected trees, roots shall be cut cleanly of tearing, or pulling).

1) If roots are exposed when performing excauntions near protected trees, roots shall be cut cleanly of tearing, or pulling).

1) If roots are proved shall be marked in the field and reviewed with the engineer and owner prior field that the protected by owner, contractor shall trim trees. This work is subsidiary to the applicable items, the down natural ground (or 18 dove powement) utilizing the following steps:

1) Cut 1/3 invarigh bottom of limib 8" to 12" away from main stem or trunk

ii) Remove film 4" to 6" beyond the first cut

iii) Remove film by the distribution of the stat cut that trace collar of the removed limb protrudes approxima b) Curb & gutter:c) Driveway and si .er: saw-cut neat d sidewalks: saw-c cut line neat and dowel into ex se noted prior to nto existing curb I place expansion # S the drawings.

e beginning of H
b & gutter at limits. (
n joint at limits. Any damage f construction, o I (as indicated under the car do r leaves. At the to accommo Contractor 40 o fences shall no additional , including, ted on plans or as directed by Owner) canopy drip line of any protected tree or At select trees, as shown on the plans mmodate construction. Do not exceed 24" † at 90-degree ost but not to equal or owner. to a point Ģ 9 paint, ripping, <u>e</u>, Storm Water Pollution Presention Plan
1) The Contractor shall submit a SWP
established standards.
2) The Contractor is responsible to m
3) The Contractor is responsible to m
3) The Contractor is responsible to m
4) The SWPPP Best Management Prace are not

Poxing Construction Notes:

1) Contractor shall protect all existing and or proposed water, wastewater, and storm drain facilities throughout poxing operations.

1) Contractor shall protect any facilities damaged during poxing operations at no additional cost to the Owner. All maintakes and valves falling within powered any facilities damaged during poxing operations at no additional cost to the Owner. All maintakes and valves falling within powered and read shall be adjusted to finished gade and shall be subsidiary to other bid idens.

2) Contractor shall match existing driveway/sidewalk with exposed aggregate finish, if applicable.

3) Contractor shall match existing driveway/sidewalk with exposed aggregate finish, if applicable.

4) Asphalt powerent and/or concrete items shall be saw—cut where existing asphalt powered at contractor's expense.

4) Asphalt powerent and/or concrete items shall be saw—cut where existing asphalt powerent or a concrete item is being partially removed. These cuts shall be vertical and made with a saw (1 - 1/2 deep).

5) At a minimum, powerent repair shall consists of 2" of HAMC and 12" of concrete subgrade if the existing pavement section is found to be thicker, the powerent repair shall consists of 2" of HAMC and 12" of concrete stable pavement or an other miscellaneous site structures and/or site flatwork shall be normal weight and shall attain a minimum 28" adv compressive strength of 3,000 psi; use gray Partland cement conforming to ASIM c150. The conforming to ASIM c150 is pave shall be included in the mix design submittal. The amount of thy ash used shall be no greater than 15 to 20 percent tor, weight of the specified cement, in no case shall the Partland cement conforming to ASIM c150, grade 60. Medical wire fabric shall conform to ASIM c150, grade 50. Weight wire fabric shall conform to ASIM c150, grade 50. Weight wire fabric shall conform to ASIM c150, grade 50. Weight wire fabric shall conform to ASIM c150, grade 50. Weight wire fabric shall conform to the point for powe

not store materials, equipment or other construction items on adjacent properties or property owner, the City, County and/or State (for within ROW). tor shall not place any waste materials in the 100-year Flood Plain without first obtain

first obtaining an

approved

prior written Plain

Permit.

Per

and private service lines in service while possible prior to tying into existing main y be required in some locations, and the constructing proposed water system. and reconnecting services. cost of such shall be subsidiary to

Water Construction Notes:

1) Contractor shall keep existing water main and construct as much proposed waterline as pass o) Temporary water services to meters may be applicable line work.

2) The Contractor is hereby notified that connect hours. Such hours are usually outside normal of the property of

the cost of Contractor

applicable line work.

2) The Contractor is heady notified that connecting to, shutting down, or termination existing utility lines, may have to occur at off-peak hours. Such hours are issually existed normal working hours and possibly between (2 and, and 6 a.m., and 6

The contractor shall be responsible for training his employees and subcontractors in the recognition and avoidance of unsafe altitions, and in the regulations and hazards which apply to the area in which the work will take place.

All contract work in these drawings shall be carried out in accordance with the latest editions of the following national codes

following national codes

conditions, and in the regulations and hazards which apply to the area in which the work will take pl

23) All contract work in these drawings shall be carried out in accordance with the latest editions of standards:

b) American Society of Civil Engineers (ASCE) 7-02.
c) Occupational Safety and Health Administration (OSHA).
d) National Fire Code (NFC).

24) The Contractor shall dispose of all materials removed which are not to be reinstalled or salvaged materials shall be the responsibility of the contractor.

25) Unless prior permission is obtained from the owner's representative, the contractor shall be proceed to the construction.

26) Adequate barricades, warnings and lighting will be employed for safely and traffic flow. All work state from the owner's trapessentative, the contractor shall be a construction.

27) Excavations shall not be made during inclement weather. Water accumulation in excavations seemed to proport a trench safely provide an excavation who will always be an site while trenching or excavation is being per backfill operations shall be in accordance with the latest OSHA excavation safely standards. OSHA 22 P. The contractor shall provide an excavation plan prepared by an engineer registered in the State or indicate the procedures to be used by the contractor to comply with the OSHA requirements. The exportance of contractor shall provide an excavation so response to the state of the contractor shall provide an excavation plan prepared by an engage the the Contractor shall provide an excavation shall provide an excavation of the state of the contractor shall provide an excavation shall provide an excavation of the contractor shall provide an excavation plan prepared by the contractor to comply with the OSHA requirements. The exportance of the contractor shall provide an excavation of the contractor shall provide an excavation of the contractor shall be contractor to comply with the OSHA and the properse of the work. Any damage are to the properse of the work, any damage are to the propers

accumulation in excavations exceeding 1 inch

shall be pumped out

shall confine

be done in accordance

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Drainage Construction Notes:
1) Prior to final acceptance, all new or e
2) Contractor may provide pre-cast or c
3) Joints between pre-cast concrete box
4) Place non-erodible material (pneumatitemporary culvert/storm drain ends to or existing drainage str r cast—in—place box c box culverts shall be p natically placed concret to minimize erosion, le structures and o oox culverts. be pre—formed fle mocrete, cement st sion, as directed b flexible jo stabilized d by owner extensions e joint sealants as reed sand, etc.) On mer (subsidiary). shal specifications.

Demolition Notes:

1) Existing powernent to be recontractor and disposed o

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C and concrete pavement, or bid and alternate bid).

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pavement proposed H

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n. Reference limits. the project fic Control Plan (TCP)

The Control Plan (TCP)

squirements and established standards, squirements and established standards, the Controctor will be required to keep to the Controctor is responsible to monitor the Controctor shall be responsible to ens

traffic open during the utility crossings. or the plan as the work progresses and submit ensure the Project's Engineer and Inspector a of

needed. or to beginning

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shall

, and location, all existing culverts, during construct ion. All entrances shall be maintained by the Contract

Any damage

ch safely program. T is being performed. A s, OSHA 2226 and 2% he State of Texas. T. its. The excavation prent of Labor, that w

1. The 1. All (1. 29 C 1. The 1. plan t will v

he contractor shall III excavations and 9 CFR part 1926 subport five excavation plan shall plan shall identify the will work with each crew.

safety must one

1) In accordance with the laws of the state of Texas an trenches over 5 feet in depth in either hard and stab supported. Furthermore, all trenches less than 5 feet may be expected. Trench safety systems to be utilize 2) in accordance with the U.S. Occupational Safety and H feet deep or more, adequate means of exit such as I feet of lateral travel. and the U.S.
able or soft of
the depth should be seed for this possible.
Health Admir
ladder or st S. Occupational ft and unstable shall also be es project shall b nal Safety and Health Administrations Regulations, all bits soil shall be sloped, shared, sheeted, braced or otherwise be effectively protected when hazardous ground movement all be provided by the contractor.

Tegulations, when employees are required to be in treaches 4 to be provided and locates so as to require no more than 25 to be provided and locates so as to require no more than 25.

n Plan (SWPPP) s SWPPP for review. The Plans shall be based applicable City, State, and Federal requirements

Irrigation Revegetation and Slape Stabilization Notes:

1) Contractor shall enotes, everify, and protect the working conditions of all existing irrigation systems, including meters, lines, and heads. Contractor shall employ a licensed irrigation installer or plumber to perform all reconstruction of irrigation systems and verify the system is operational. The contractor shall emote, adjust, and reinstall irrigation systems back to good condition; replace irrigation systems, if in direct conflict with proposed construction with the same or better-quality material and appurtenances. Damage to existing irrigation systems shall be restored to equal or better condition which it was found prior to construction. All work shall be subsidiary to other bid items.

2) Provide temporary segetation and watering as part of contractor's starmwater pollution prevention plan implementation.

3) All disturbed areas shall be personnently revegetated unless the location is utilized as a cultivated field. Payment includes watering necessary to fully establish vegetation. Contractor shall check regularly to verify that coverage is properly established and maintained.

4) Contractor shall be responsible for mowing within project limits throughout construction, as directed by owner (subsidiary).

5) The following guidance shall be used for permanent vegetation and soil stabilization:

b) Between back of curb and edge of sidewalk, place solid black sod (Bermuda).

c) Roadway side slopes (non-ditch arcase):

1) If it is not flater, place Bermuda seed.

1) If it is not flater, place Bermuda seed.

(BMPs) the the

prior

and excavation

plan as the work Project's Engineer

r and Inspector ha

d submit modifications for review as needed. has been provided a copy of the signed pla

plans prior

REVISION DESCRIPTION

from

main

stem or

and Bermuda

i) if steeper than 6:1, hoce soil retention blanket (spray-on application allowed) and ii) if 6:1 or flotter, place soil retention blanket (spray-on application allowed) and oi) life does not seed in all disturbed areas.

ii) Place Bernuda seed in all disturbed areas.

iii) If shown on plans, place flexible channel liner.

iii) For all other locations:

(1) If steeper than 6:1, place soil retention blanket (non-spray application) and (2) If 6:1 or flotter, place Bernuda seed.

e) All soil retention blanket shall be class 1 type a per Tx00T item 169.

All soil retention blanket shall be class 2 type g per Tx00T item 169.

for broadcast seed rate, refer to specifications
7) Broadcast seed shall immediately be watered with a minimum of 5 gallons of water per square yard, then weekly at a minimum rate of 6 gallons for water per gallons of water per square yard. Broadcast seed shall immediately be watered with a minimum rate of 6 gallons per square yard. Broadcast seed shall immediately be watered with a minimum rate of 6 gallons per square yard. Broadcast seed shall mediately be only a specification of 10 gallons per square yard. Broadcast seed shall mediately be specifications
7) Broadcast seed shall mediately be yet watering, and yet per square yet of 6 gallons per square yet. Broadcast specifications
7) Broadcast seed shall mediately be yet watering.

8) Prior to placing block sod, contractor shall blade and rake smooth topsoil. Sod shall number of the property o shall not be placed such that it impedes drainage ter per square yard, then weekly at a minimum rate shall immediately be watered with a minimum of 5 er square yard weekly until the grass in uniformly 2 week when rainfall of 1 inch or greater occurs on the

Special Notes:

1) Ower still be responsible for materials testing in accordance of the cost for responsible for materials testing in accordance of the cost for responsible of the cost for responsible of the property Contractor shall keep drainage structures and ditches free from 3) Contractor shall keep drainage structures and ditches free from 3) Contractor shall keep drainage structures and ditches free from 3) ce with applicable spec or re—tests due to fail ner cut/fill materials. I not adversely during times when specifications. Contractor shall coordinate testing with falling tests. ling tests. Utilize stockpiled topsoil to finalize grades in disturbed conditions require its use

convey runoff.

o) Contractor shall verify that temporary of final grading shall not advern o) Contractor shall verify that temporary of final grading shall not dovern o) Tract 120 expressed concerns about the potential of flooding.

4) Excavation in existing driveways shall be backfilled and repaired to exist 5) Contractor shall shape embedment material to accommodate the belied Belled joints shall have a minimum of 2° of fill beneath them.

(a) If excavated material is not acceptable to the engineer for backfill, the backfill material is subsidiary to the price of pipe in place.

7) Max joint defection shall be half the mountacturer recommended maxim shall be subsidiary to installation of pipeline & not an additional pay ite J shu.
If flooding.
Independent to existing repaired to existing relate the belled joint the second shall be second to the second secon pipes to insure

shall provide select import material as required. All

d maximum. (not already pay item.

rater line at the beginning both the private easemen s, fittings, restrained joints e assemblies and vaults, fi

2) Improray criffic control.
2) Improray criffic control.
3) Storm water pollution prevention plan and implementation.
3) Storm water pollution grevention plan and implementation.
4) Clearing and stripping of the work corridor to limits indicated on 5) Exploratory excavation of existing pipe.
6) Connection of the new water line pipe to the existing water line 7) Installation of pipe along the Projects pothway, utilizing both the off water transmission line appurtenances including valves, fittings vacuum refease valves and vaults, blow- off/ flush valve assemb tape, and driveway and county road repairs.
8) Tench safety, excavation, bedding and backfill.
9) Fence repair and access gote installation.
10) Seeding of disturbed acreage. nt and County/State ROW. Along with the installation is, thrust and anchor blocks, polywinyl wrapping, air/flush hydrants, pipe markers, tracing wire, detection

PAYOTE PONSULTING, LLC T.B.P.E. F-16387

Ph. 254-744-3439

P.O. Box 24189 Waco, TX 76702

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WWW WWW

SH 29; Corridor "C", Utility Adjustments

S.U.D.

Williamson County, Texas general notes

Jonah Water

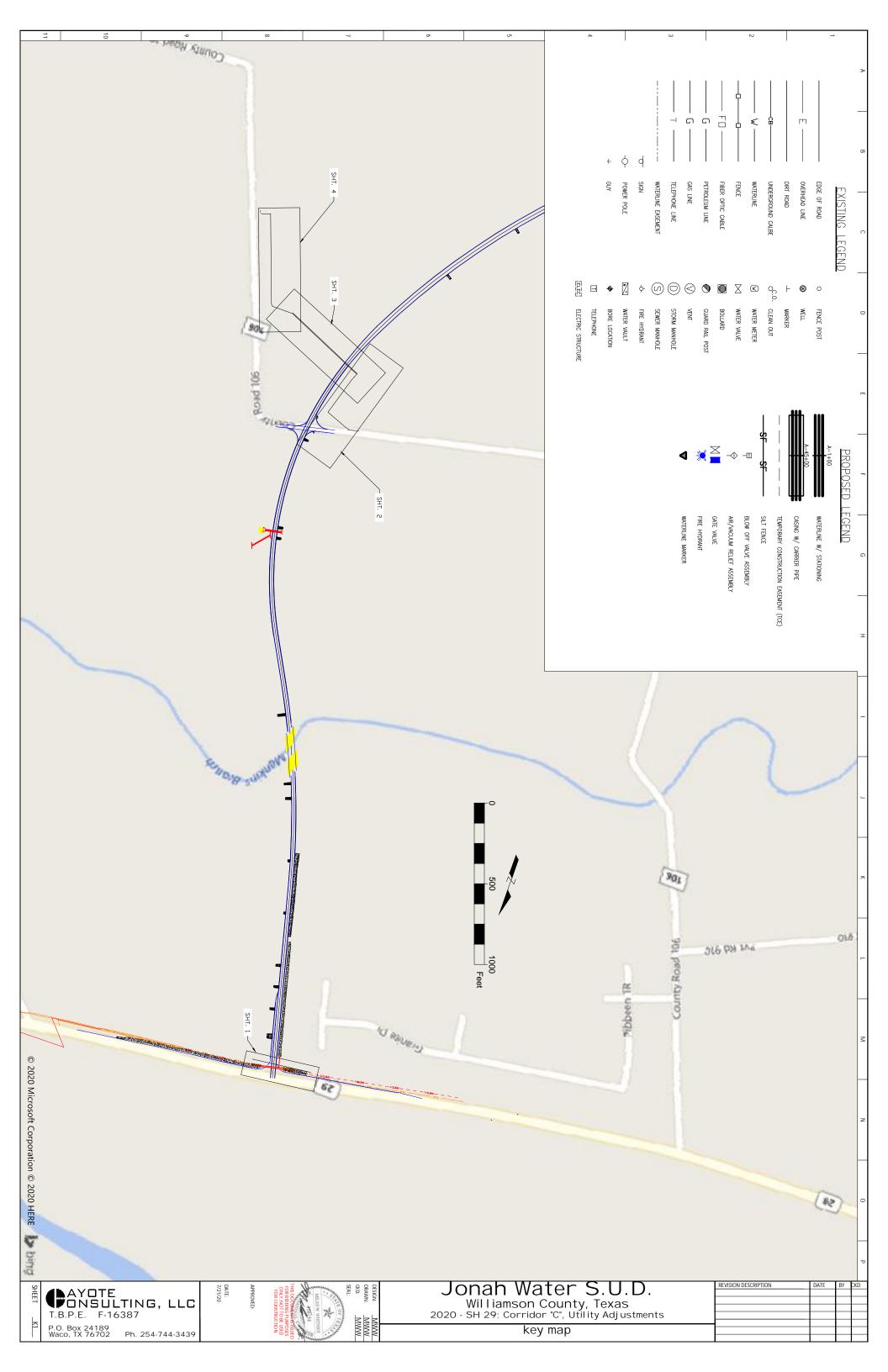
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25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	<u> </u>	Item No.
Mobilization (Not to Exceed 10% of Total Project Bid)	Traffic Control Plan Development and Implementation	Storm Water Pollution Prevention Plan Design and Implementation	Trench Safety	Install New Fire Hydrants Assembly; Installed	Install New Flush Valve Assembly; Installed	Cap Existing 1.5" Waterline; Installed	Cap Existing 5" Waterline; Installed	12" Capped Stub Out; Installed	16" Capped Stub Out; Installed	Connect Existing 4" to New 1.5"; Installed	Connect New 6" to Existing 5"; Installed	Connect New 6" to Existing 6"; Installed	Air/Vacuum Relief Valve and Marker; Installed	4" Gate Valve, Box, and Marker, Installed	6" Gate Valve, Box, and Marker, Installed	12" Gate Valve, Box, and Marker, Installed	16" Gate Valve, Box, and Marker, Installed	8" Steel Enc. Pipe, Open Cut with 4" C-905, DR-18 RJ Carrier Pipe; Installed	20" Steel Enc. Pipe, Open Cut with 12" C-905, DR-18 RJ Carrier Pipe; Installed	24" Steel Enc. Pipe, Open Cut with 16" C-905, DR-18 RJ Carrier Pipe; Installed	4" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	6" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	12" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	16" C-905, DR-18 PVC Pipe; w/ Tracer Wire; Installed	Item Description
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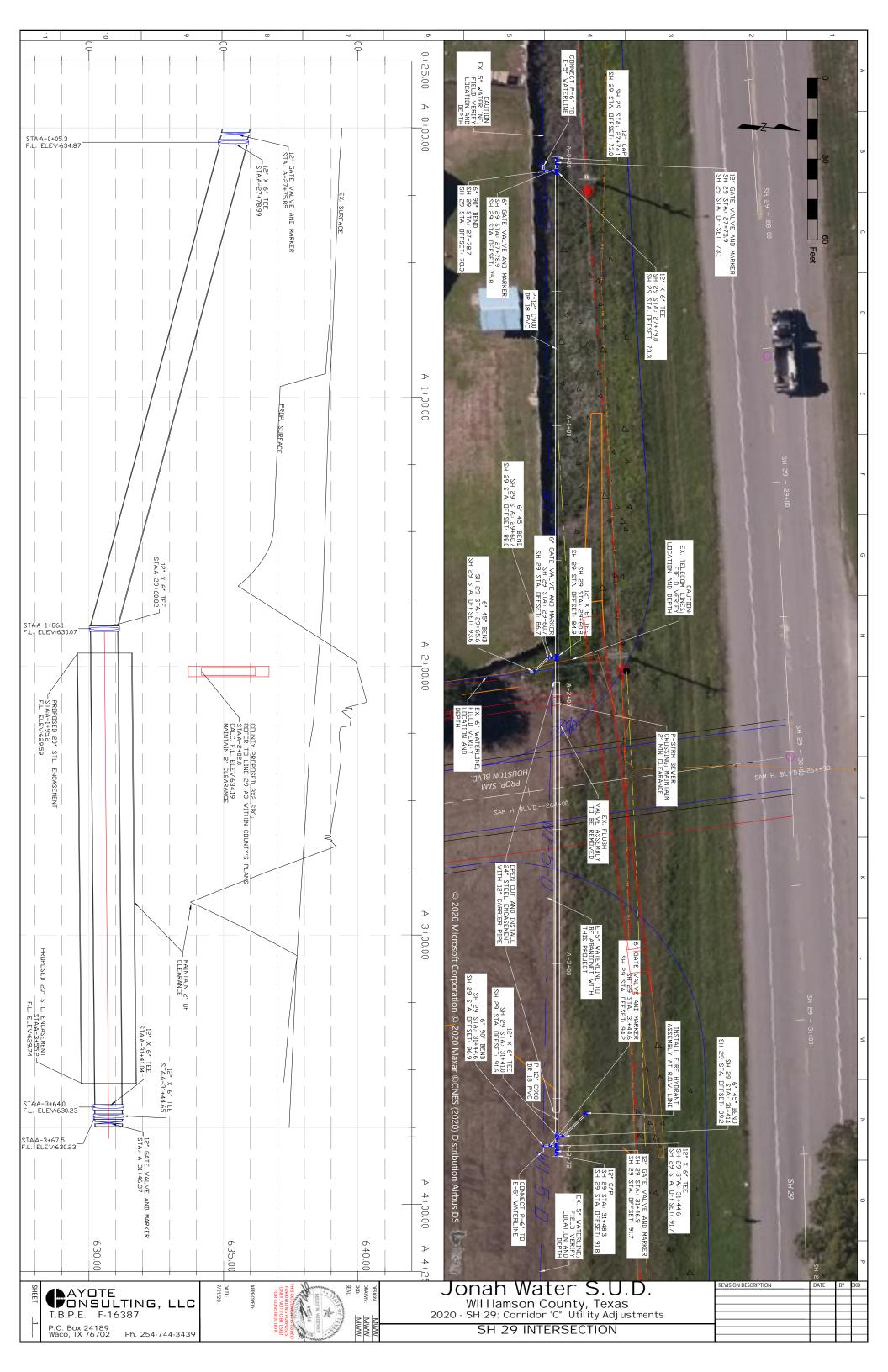
AYOTE
ONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702 Ph. 254-744-3439

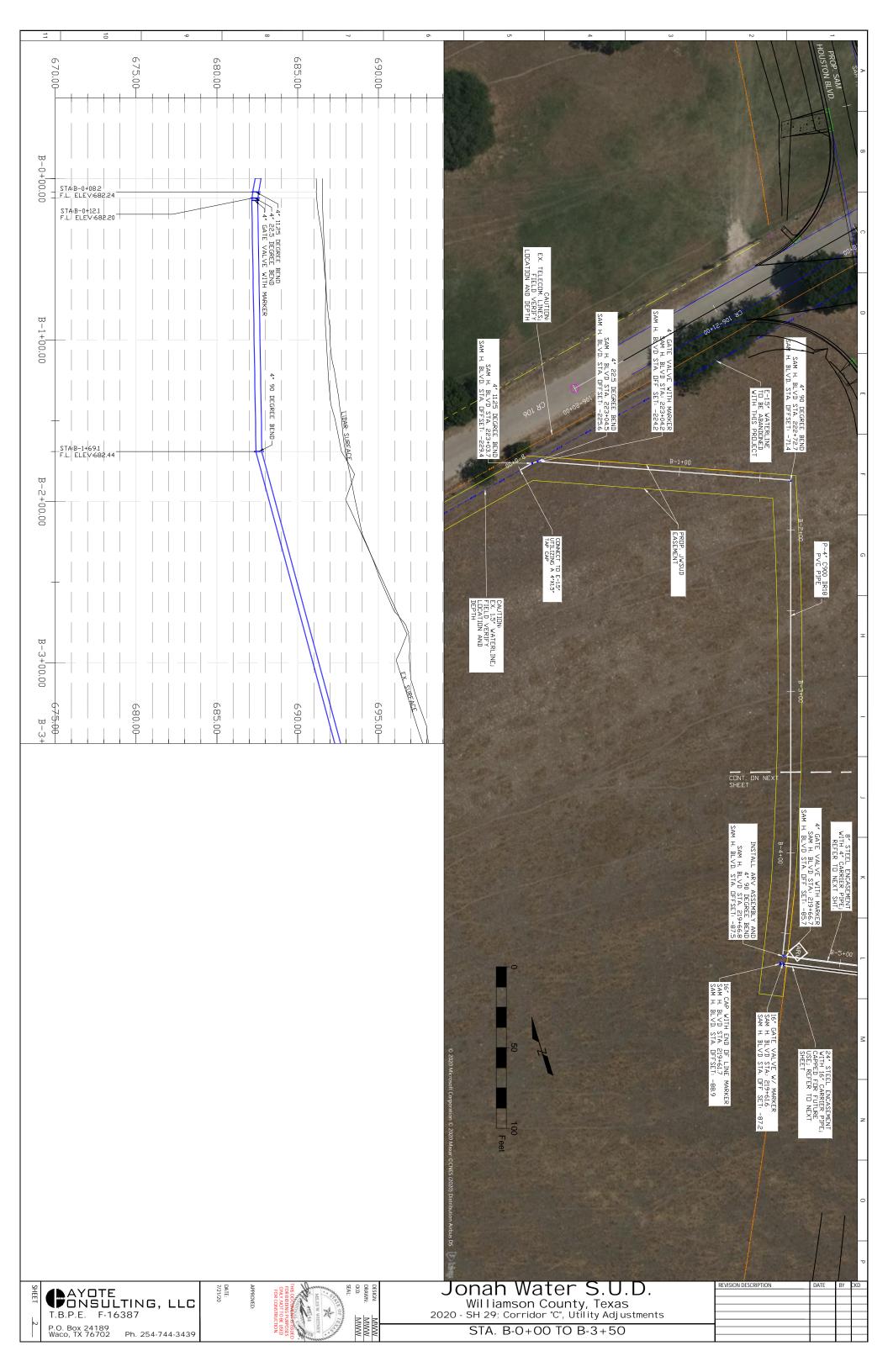


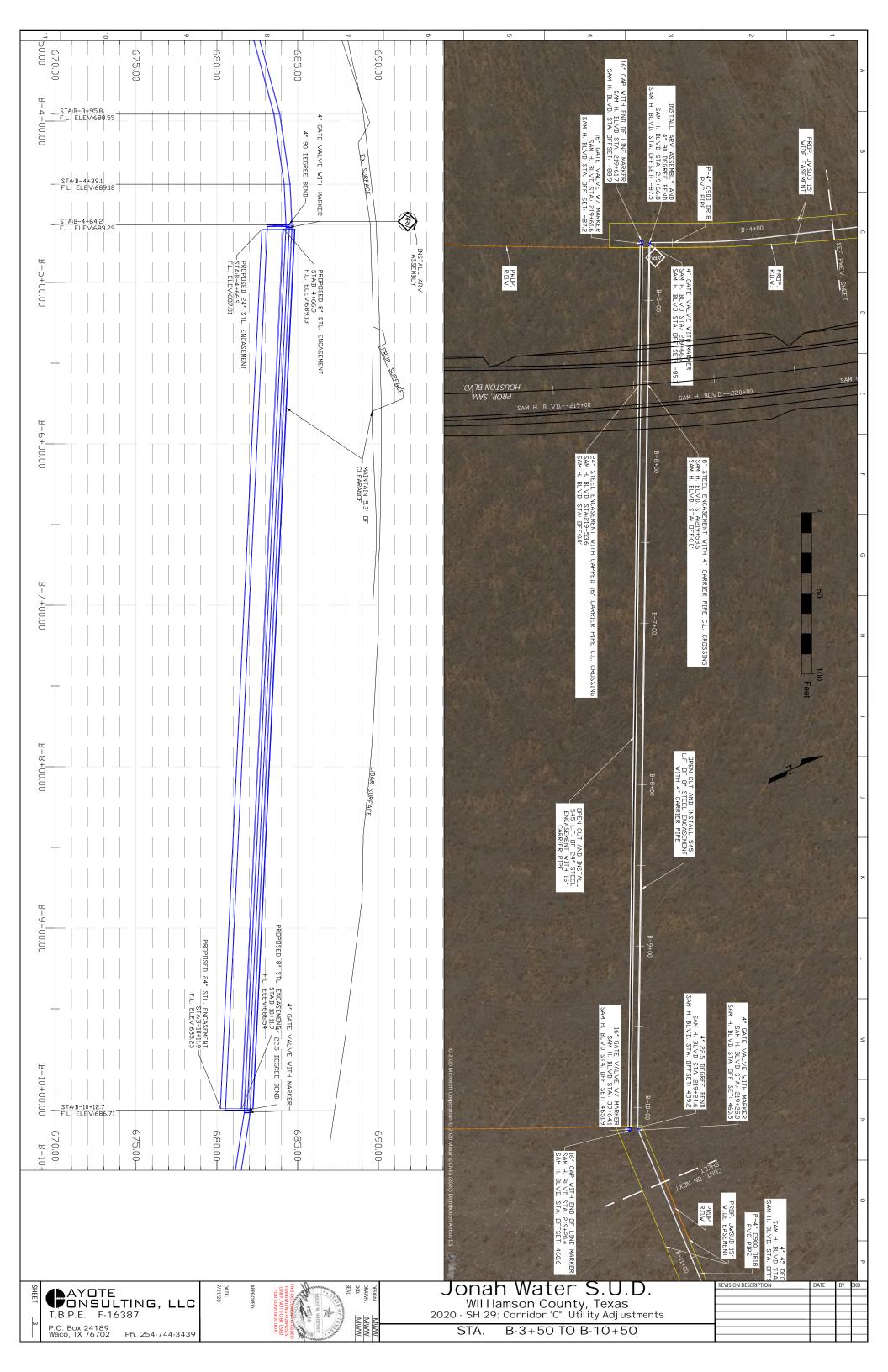
Jonah Water S.U.D.
Williamson County, Texas
2020 - SH 29; Corridor "C", Utility Adjustments
project take-off

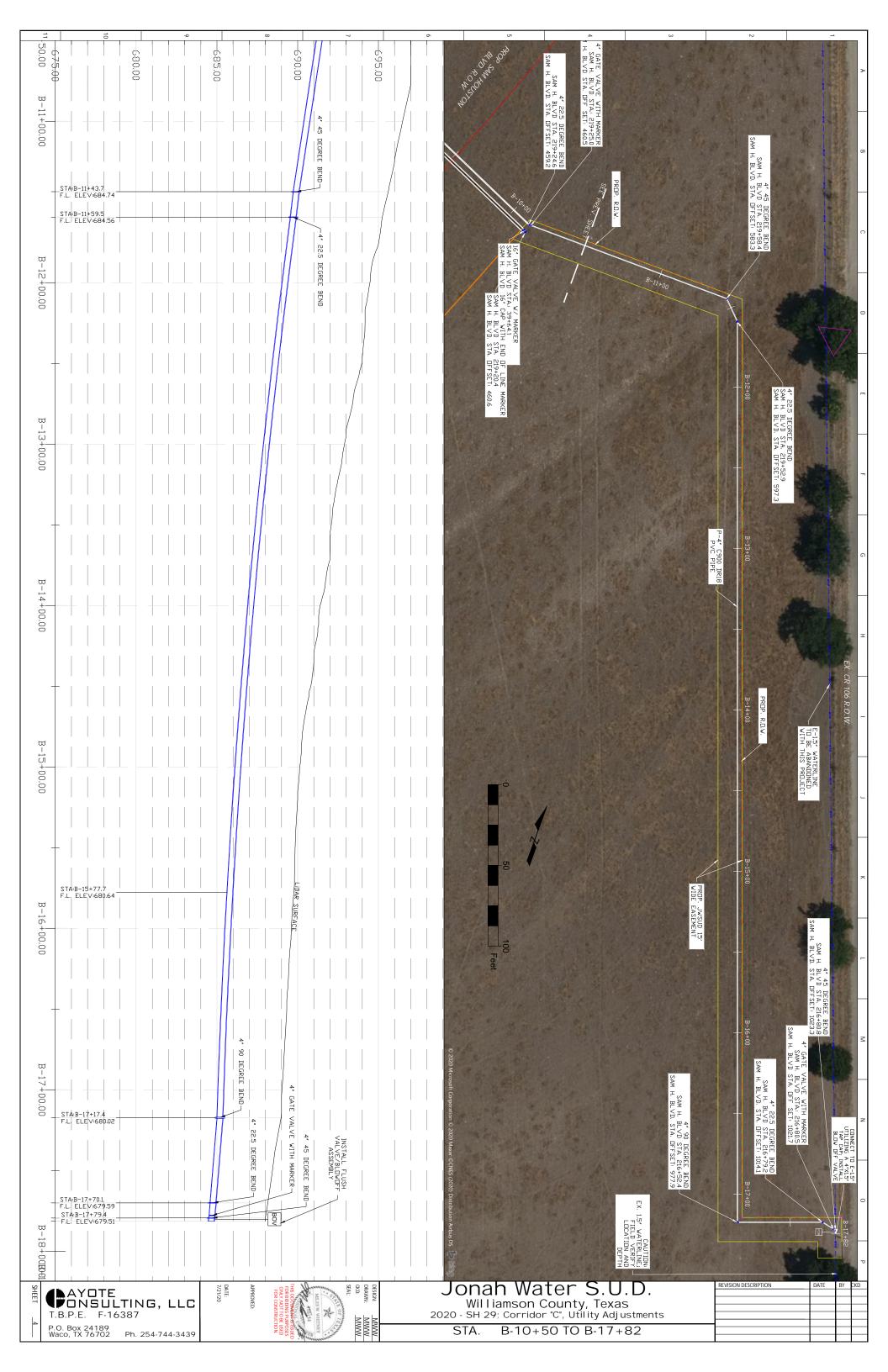
REVISION DESCRIPTION DATE BY CKD

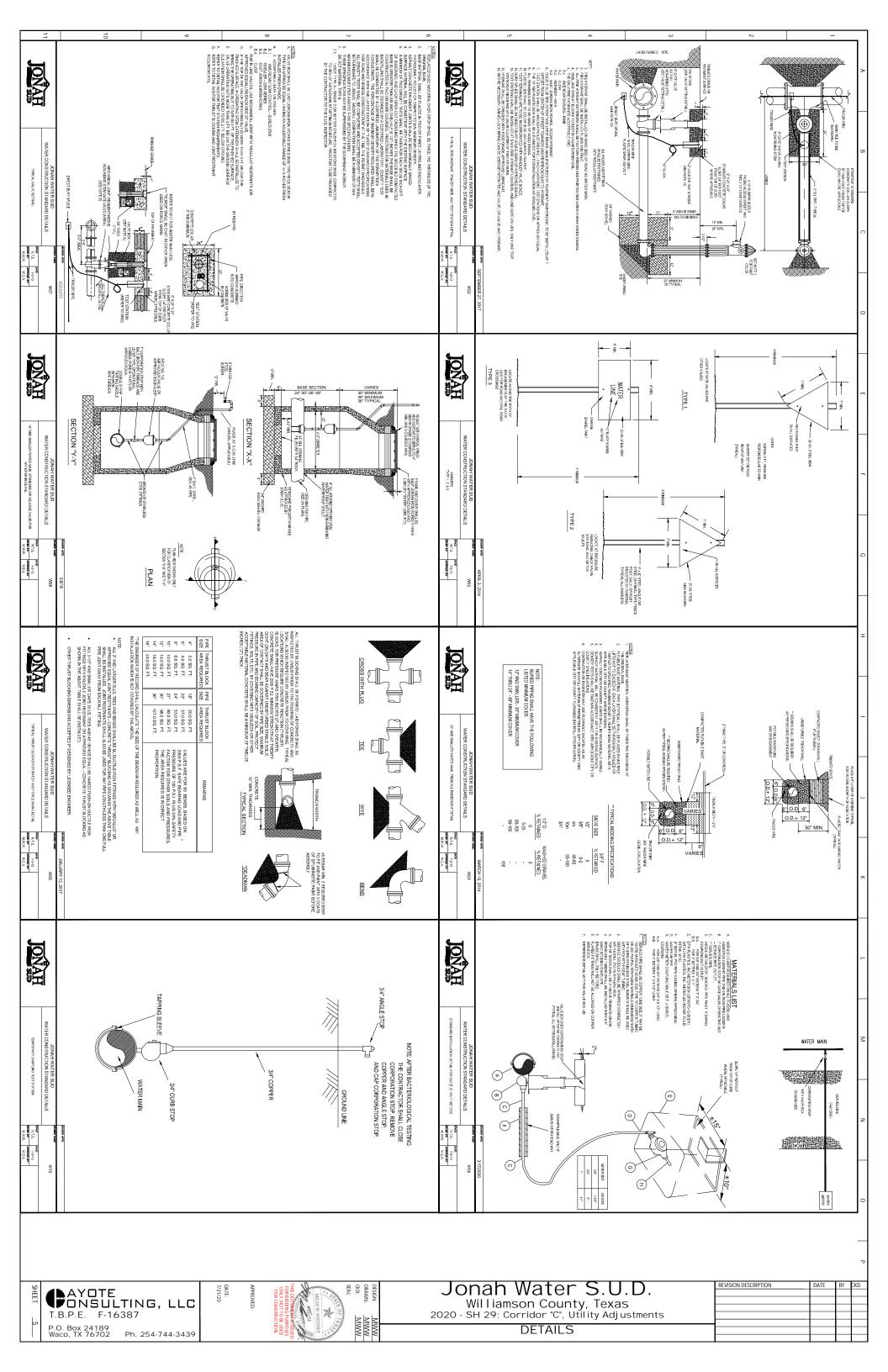


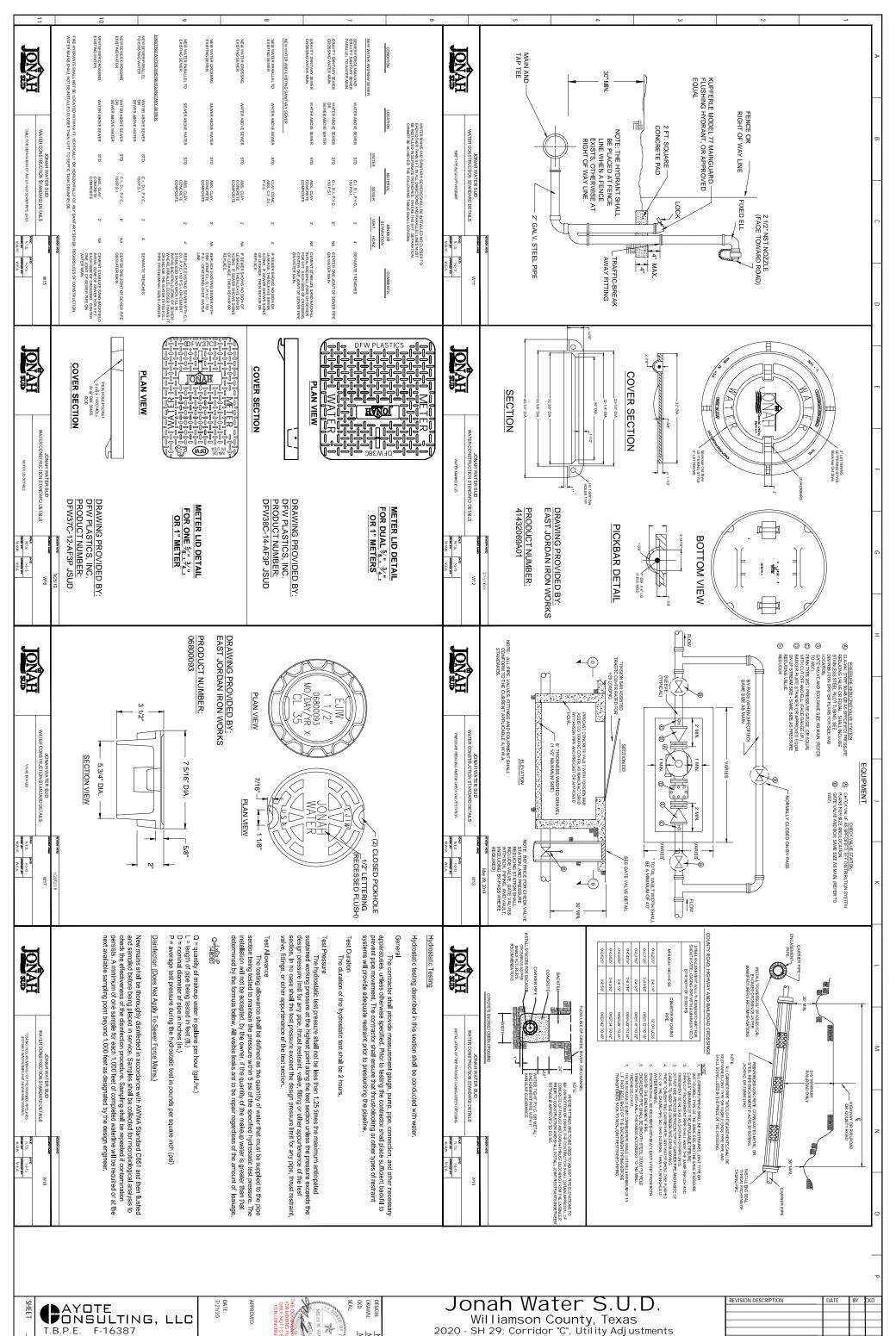








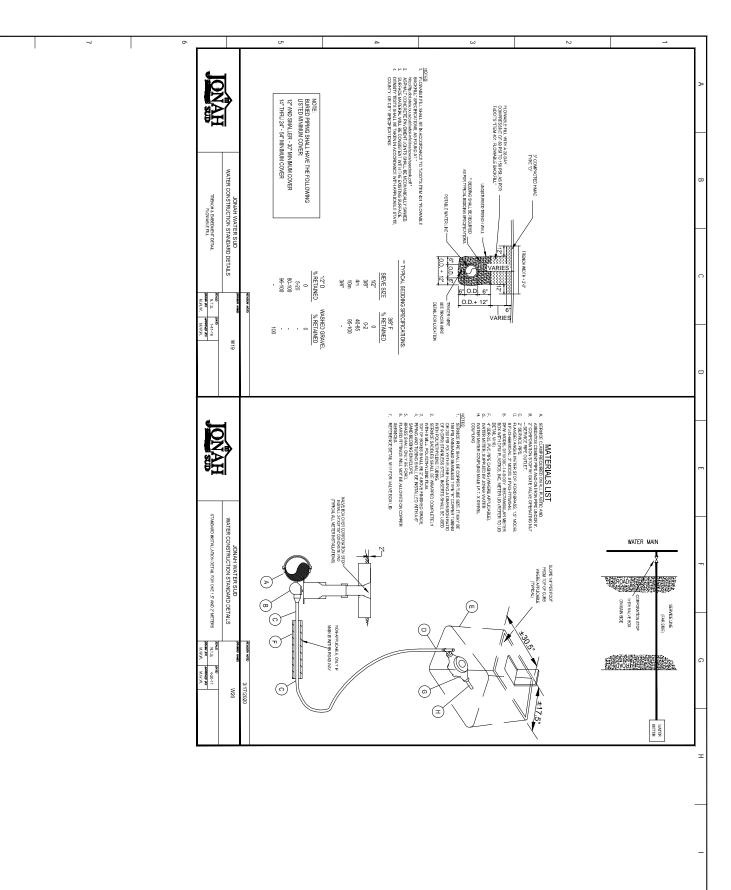






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DETAILS



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WATER DISTRIBUTI SYSTEM GENERAL CONSTRUCTION NOTES 1. This water distribution system must be constructed in accordance with the current

Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 29.0 Subchapter D. 2. Prior to commencement of construction, the owner of the system or his representative must notify the appropriate TCEQ regional office in writing of the date on which construction will begin.

3. All newly installed pipes and related products must conform to American National
Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and must
be certified by an organization accredited by ANSI.

4. Plastic pipe for use in public water systems must bear the National Sanitation
Foundation Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at
least 150 psi or a standard dimension ratio of 26 or less.

5. No pipe which has been used for any purpose other than the conveyance of drinking
water shall be accepted or relocated for use in any public drinking water supply.

6. Water transmission and distribution lines must be installed in accordance with the
manufacturer's instructions. However, the top of the water line must be located below the
frost line and in no case shall the top of the water line be less than 24 inches below ground

7. The hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, east iron and durtile iron pipe. 8. The contractor shall install appropriate air release devices in the distribution system at all points where topography or other factors may create air locks in the lines. All vent openings to the atmosphere shall be covered with 16-mesh or finer, corrosion resistant

screening material or an acceptable equivalent.

9. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes and sepitc tank drainfields. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet '290.44(e) of the one sample for each 1,000 feet of completed water line will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.

11. The contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation. 10. The contractor shall disinfect the new water mains in accordance with AWWA Standard C651 and then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of PAYOTE ONSULTING, LLC T.B.P.E. F-16387

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Jonah Water S.U.D. Williamson County, Texas
- SH 29; Corridor "C", Utility Adjustments REVISION DESCRIPTION

DESIGN: DRAWN CKD: SEAL:

DETAILS

P.O. Box 24189 Waco, TX 76702 Ph. 254-744-3439

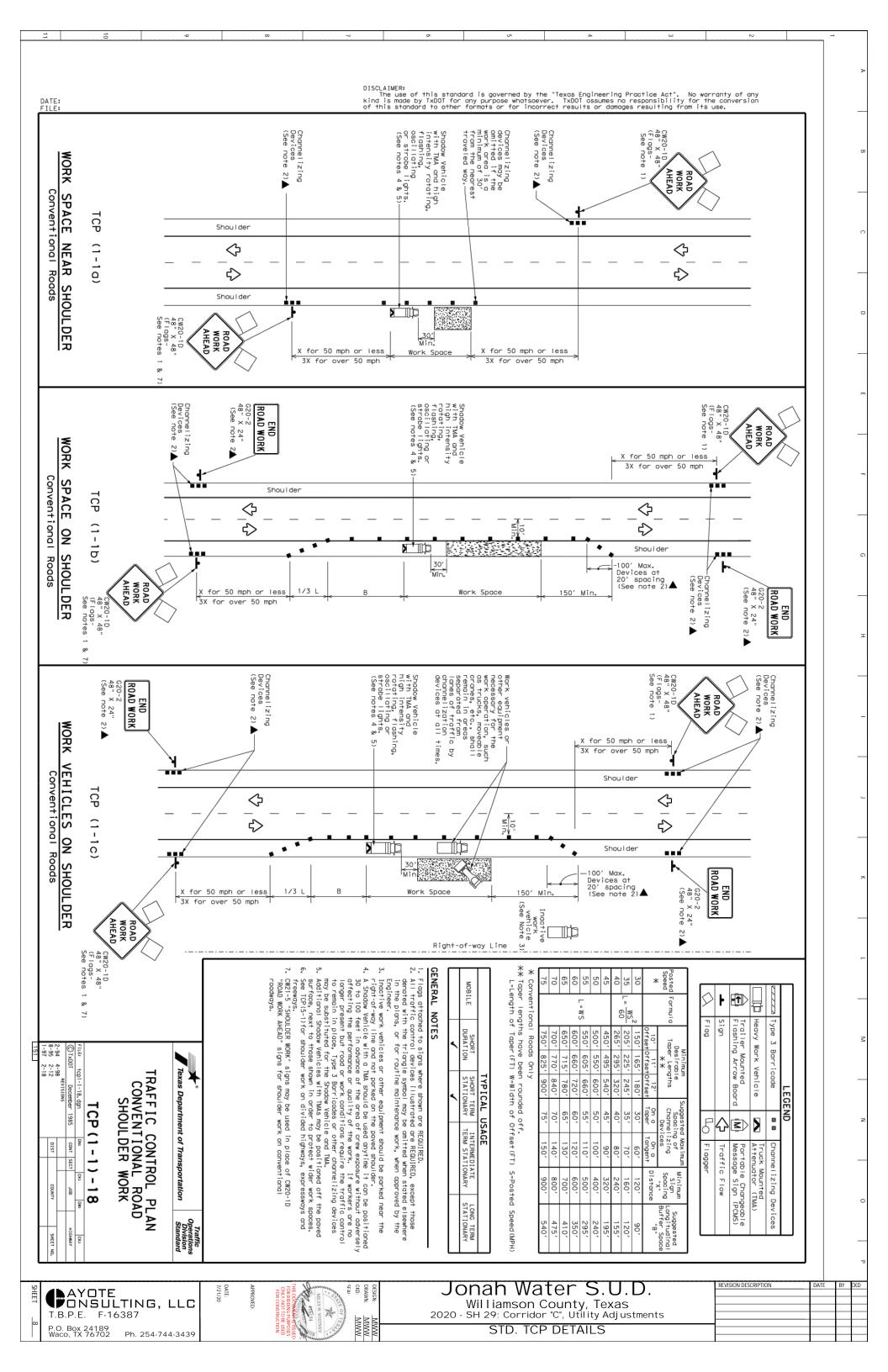


EXHIBIT "C"

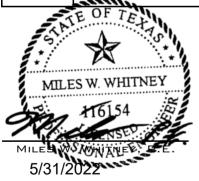


2020 - SH 29; CORRIDOR "C", UTILITY ADJUSTMENTS

OPINION OF PROBABLE CONSTRUCTION COST W/ BETTERMENT:

ITEM CODE.	ITEM DESCRIPTION	QтY.	UNIT		PRICE/UNIT		ITEM TOTALS
1	16" C-905, DR-18 PVC PIPE; W/ TRACER WIRE; INSTALLED	7	L.F.	×	\$ 200.00	=	\$ 1,400.00
2	12" C-900, DR-18 PVC PIPE; W/ TRAGER WIRE; INSTALLED	212	L.F.	×	\$ 195.00	=	\$ 41,340.00
3	6" C-900, DR-18 PVC PIPE; W/ TRAGER WIRE; INSTALLED	42	L.F.	×	\$ 90.00	Ш	\$ 3,780.00
4	4" C-900, DR-18 PVC PIPE; W/ TRACER WIRE; INSTALLED	1,237	L.F.	×	\$ 68.00	II	\$ 84,116.00
5	24" STEEL ENC. PIPE, OPEN CUT WITH 16" C-905, DR-18 RJ CARRIER PIPE; INSTALLED	545	L.F.	×	\$ 500.00	II	\$ 272,500.00
6	20" STEEL ENC. PIPE, OPEN CUT WITH 12" C-905, DR-18 RJ CARRIER PIPE; INSTALLED	160	L.F.	×	\$ 330.00	II	\$ 52,800.00
7	8" STEEL ENC. PIPE, OPEN CUT WITH 4" C-905, DR-18 RJ CARRIER PIPE; INSTALLED	545	L.F.	x	\$ 195.00	Ш	\$ 106,275.00
8	16" GATE VALVE, BOX, AND MARKER; INSTALLED	2	EA.	×	\$ 9,500.00	II	\$ 19,000.00
9	12" GATE VALVE, BOX, AND MARKER; INSTALLED	2	EA.	×	\$ 3,250.00	Ш	\$ 6,500.00
10	6" Gate Valve, Box, and Marker; Installed	з	EA.	×	\$ 1,500.00	II	\$ 4,500.00
11	4" Gate Valve, Box, and Marker; Installed	4	EA.	×	\$ 1,400.00	Ш	\$ 5,600.00
12	AIR/VACUUM RELIEF VALVE AND MARKER; INSTALLED	1	EA.	×	\$ 10,000.00		\$ 10,000.00
13	CONNECT NEW 6" TO EXISTING 6"; INSTALLED	1	EA.	x	\$ 2,500.00	=	\$ 2,500.00
14	CONNECT NEW 6" TO EXISTING 5"; INSTALLED	2	EA.	x	\$ 2,500.00	=	\$ 5,000.00

15	CONNECT EXISTING 4" TO NEW 1.5"; INSTALLED	2	EA.	×	\$	1,500.00	=	\$	3,000.00
16	16" CAPPED STUB OUT; INSTALLED	2	EA.	×	\$	2,000.00	Ш	\$	4,000.00
17	12" CAPPED STUB OUT; INSTALLED	2	EA.		#	1,750.00	II	\$	3,500.00
18	CAP EXISTING 5" WATERLINE; INSTALLED	2	EA.		#	500.00	Ш	\$	1,000.00
19	CAP EXISTING 1.5" WATERLINE; INSTALLED	2	EA.		#	500.00	II	\$	1,000.00
20	INSTALL NEW FLUSH VALVE ASSEMBLY; INSTALLED	1	EA.		#	2,500.00	II	\$	2,500.00
21	INSTALL NEW FIRE HYDRANTS ASSEMBLY; INSTALLED	1	EA.		()	5,500.00	II	19	5,500.00
22	TRENCH SAFETY	2,748	L.F.		#	1.00	II	\$	2,748.00
23	STORM WATER POLLUTION PREVENTION PLAN DESIGN AND IMPLEMENTATION	1	L.S.		#	5,000.00	II	#	5,000.00
24	TRAFFIC CONTROL PLAN DEVELOPMENT AND IMPLEMENTATION	1	L.S.		\$	5,000.00	Ш	\$	5,000.00
25	MOBILIZATION (NOT TO EXCEED 10% OF TOTAL PROJECT BID)	1	L.S.		\$	60,000.00	=	\$	60,000.00



TOTAL COST \$ 708,559

OPINIONS OF PROBABLE CONSTRUCTION COST AND OTHER COSTS;

ENGINEER'S OPINIONS OF PROBABLE CONSTRUCTION COST AND OTHER COSTS ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT ENGINEER'S BEST JUDGMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL, GENERALLY FAMILIAR WITH THE CONSTRUCTION INDUSTRY. HOWEVER, SINCE ENGINEER HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR SERVICES FURNISHED BY OTHERS, OR OVER CONTRACTORS' METHODS OF DETERMINING PRICES, OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS, ENGINEER CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COST AND OTHER COSTS WILL NOT VARY FROM OPINIONS OF PROBABLE CONSTRUCTION COST AND OTHER COSTS PREPARED BY ENGINEER.



2020 - SH 29; CORRIDOR "C", UTILITY ADJUSTMENTS

OPINION OF PROBABLE CONSTRUCTION COST FOR NO BETTERMENT:

ITEM CODE.	ITEM DESCRIPTION	Qтү.	Пиіт		PRICE/UNIT		ITEM TOTALS
NB1	6" C-900, DR-18 PVC PIPE; W/ TRACER WIRE; INSTALLED	254	L.F.	×	\$ 90.00	Ш	\$ 22,860.00
NB2	2" ASTM D2241 PR 200 PVC PIPE; W/ TRACER WIRE; INSTALLED	1,237	L.F.	×	\$ 40.00	11	\$ 49,480.00
NB3	12" STEEL ENC. PIPE, OPEN CUT WITH 6" C-905, DR-18 RJ CARRIER PIPE; INSTALLED	160	L.F.	×	\$ 250.00	=	\$ 40,000.00
NB4	4" STEEL ENC. PIPE, OPEN CUT WITH 2" ASTM D2241 PR200 RJ CARRIER PIPE; INSTALLED	545	L.F.	×	\$ 150.00		\$ 81,750.00
NB5	6" GATE VALVE, BOX, AND MARKER; INSTALLED	3	L.F.	×	\$ 1,500.00	П	\$ 4,500.00
NB6	2" GATE VALVE, BOX, AND MARKER; INSTALLED	4	L.F.	×	\$ 500.00	11	\$ 2,000.00
NB7	AIR/VACUUM RELIEF VALVE AND MARKER; INSTALLED	1	L.F.	×	\$ 9,500.00	=	\$ 9,500.00
NBB	CONNECT NEW 6" TO EXISTING 6";	1	EA.	×	\$ 2,500.00	Ш	\$ 2,500.00
NB9	CONNECT NEW 6" TO EXISTING 5"; INSTALLED	2	EA.	×	\$ 2,500.00	Ш	\$ 5,000.00
NB10	CONNECT EXISTING 2" TO NEW 1.5"; INSTALLED	2	EA.	×	\$ 1,250.00	Ш	\$ 2,500.00
NB11	CAP EXISTING 5" WATERLINE; INSTALLED	2	EA.	×	\$ 500.00	Ш	\$ 1,000.00
NB12	CAP EXISTING 1.5" WATERLINE; INSTALLED	2	EA.	×	\$ 500.00	11	\$ 1,000.00
NB13	INSTALL NEW FLUSH VALVE ASSEMBLY; INSTALLED	1	EA.	×	\$ 2,500.00	=	\$ 2,500.00
NB14	INSTALL NEW FIRE HYDRANTS ASSEMBLY; INSTALLED	1	EA.	×	\$ 5,500.00	=	\$ 5,500.00

NB15	TRENCH SAFETY	2,196	EA.	×	\$ 1.00	=	\$ 2,196.00
NB16	STORM WATER POLLUTION PREVENTION PLAN DESIGN AND IMPLEMENTATION	1	EA.	×	\$ 5,000.00	Ш	\$ 5,000.00
NB17	TRAFFIC CONTROL PLAN DEVELOPMENT AND IMPLEMENTATION	1	EA.		\$ 5,000.00	11	\$ 5,000.00
NB18	MOBILIZATION (NOT TO EXCEED 10% OF TOTAL PROJECT BID)	1	EA.		\$ 20,000.00		\$ 20,000.00

TOTAL COST

\$

262,286



DPINIONS OF PROBABLE CONSTRUCTION COST AND OTHER COSTS;

ENGINEER'S OPINIONS OF PROBABLE CONSTRUCTION COST AND OTHER COSTS ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT ENGINEER'S BEST JUDGMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL, GENERALLY FAMILIAR WITH THE CONSTRUCTION INDUSTRY. HOWEVER, SINCE ENGINEER HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR SERVICES FURNISHED BY OTHERS, OR OVER CONTRACTORS' METHODS OF DETERMINING PRICES, OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS, ENGINEER CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COST AND OTHER COSTS WILL NOT VARY FROM OPINIONS OF PROBABLE CONSTRUCTION COST AND OTHER COSTS PREPARED BY ENGINEER.