



# Travis County Commissioners Court Agenda Request

**Meeting Date:** November 27, 2012

**Prepared By/Phone Number:** Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve contract award for Slaughter Lane Goodnight Phase I Project, IFB No. B1208-004-JW, to the low bidder, DNT Construction, LLC.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- The Slaughter Lane Goodnight Phase I project consists of a two-lane extension of Slaughter Lane from its current terminus at Bluff Springs Rd., eastward approximately 4,450 feet to the intersection of the proposed extension of Vertex Blvd., including all earthwork, paving and drainage facilities.
- Subject IFB opened on September 28, 2012, with five (5) bids received in response to the solicitation. The apparent low bidder is DNT Construction, LLC with a base bid of \$3,485,162.14.
- TNR is recommending for contract award DNT Construction, LLC for the Base Bid amount of \$3,485,162.14.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
  - Award Amount: \$3,485,162.14
  - Contract Type: Construction
  - Contract Period: 218 working days after issuance of notice-to-proceed.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: via Bidsync

Responses Received: 5

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 5.3%

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments: N/A

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000183

Fund Center(s): 1490190000

Comments:

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**TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT**  
**STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

411 W. 13th St.  
Eleventh Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

November 2, 2012

**MEMORANDUM**

**TO:** Marvin Brice, Assistant Purchasing Agent

**FROM:** Steve Manilla, P.E., County Executive-TNR

**Subject:** Slaughter Lane-Goodnight Roadway Construction Project, Phase One, 2005 Bond,  
Contract #B1208-004-JW, Construction Contract Award

TNR Public Works Division has reviewed the bids submitted by five contractors that responded to the bid solicitation request for the construction of Phase One of the project, and recommends award of the contract to the apparent low bidder, DNT Construction, Inc. for a total of \$3,485,162.14.

The bid proposal includes two items, totaling \$39,642.70 that are the responsibility of the developer, AGR, who is building the other two lanes, through a public, private partnership agreement with the County. The developer has already reimbursed the County for this amount.

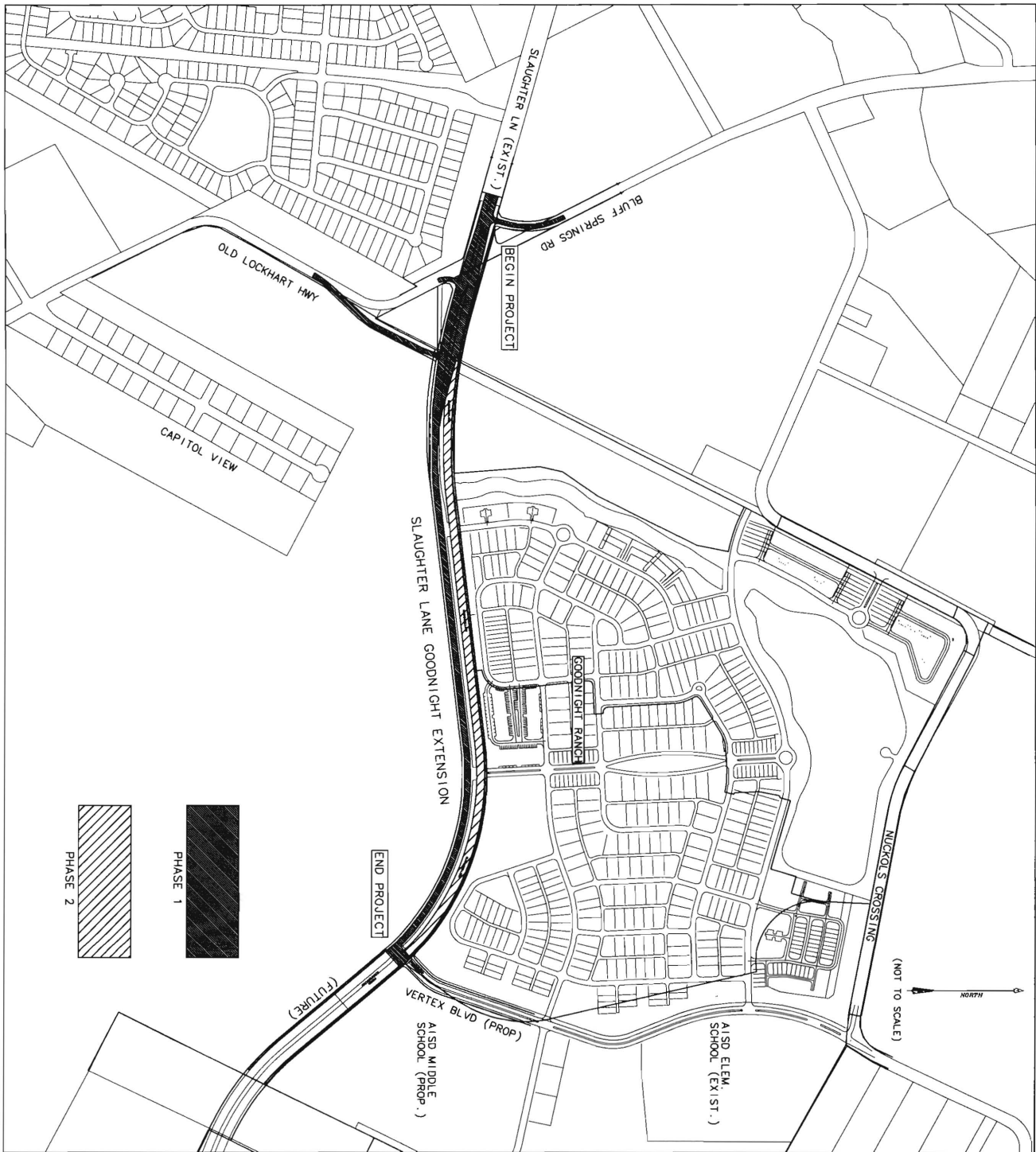
The financial information pertaining to this project is as follows:

WBS Element: RDCN.149.000004  
FRD: 0300000183  
Fund: 4054  
Fund Center: 1490190000  
G/L: 521040

Required authorizations:  
Jessica Rio, PBO

Attachments:  
Bid tabulation form  
Project Location Map

CC: Cyd Grimes, Purchasing Agent  
Jason Walker, Purchasing  
Steve Sun, Mo Mortazavi, Donna Williams-Jones, Tawana Gardner



**SLAUGHTER LANE GOODNIGHT  
PHASES 1 & 2  
EXHIBIT B**

**HANRAHAN • PRITCHARD ENGINEERING, INC.**  
 CONSULTING ENGINEERS  
 (TX. PE FIRM REG. #416)  
 8333 Cross Park Drive  
 AUSTIN, TEXAS 78754  
 OFFICE: 512.459.4734 FAX: 512.459.4752  
 info@hp-eng.com



File: Projects\SLAUGHTER LANE GOODNIGHT PHASE 1\DWG\HET\SLAUGHTER GOODNIGHT EX B	
Job No. 000-00	Snapshot: EXHIBIT B
Scale (Hor): NTS	Scale (Vert): N/A
Date: 5-9-12	Checked By: LMH Drawn By: LH

**SHEET**  
01 of 01



PROJECT: SLAUGHTER LANE EAST GOODNIGHT PHASE 1, IFB NUMBER B1208-004-JW

BID TABULATION

Date Prepared: 3-Oct-12

Bid Item	Pay Item No.	S.P. No.	S.S. No.	Description	Unit	QTY	ENGINEER'S ESTIMATE			DNT CONSTRUCTION			RGM CONSTRUCT OF TEXAS			CAPITAL EXCAVATION			AUSTIN ENGINEERING CO.			CASH CONSTRUCTION		
							Unit Price Bid	Amount Bid	% Var from Est.	Unit Price Bid	Amount Bid	% Var from Est.	Unit Price Bid	Amount Bid	% Var from Est.	Unit Price Bid	Amount Bid	% Var from Est.	Unit Price Bid	Amount Bid	% Var from Est.	Unit Price Bid	Amount Bid	% Var from Est.
1	100 2001			Preparing ROW, complete and in place	AC	26	\$ 2,000.00	\$86,000.00	\$ 1,557.84	\$43,611.12	-22%	\$ 5,200.00	\$145,600.00	160%	\$ 1,630.00	\$42,200.00	-25%	\$ 2,450.00	\$68,600.00	23%	\$ 3,500.00	\$99,000.00	76%	
2	105 2038			Remove Temporary Asphalt, complete	SY	2911	\$ 14.40	\$41,918.40	\$ 3.78	\$11,003.68	-74%	\$ 7.00	\$20,377.00	-51%	\$ 5.00	\$14,555.00	-65%	\$ 6.00	\$17,466.00	-58%	\$ 6.00	\$17,466.00	-58%	
3	106 2002	001		Obstructed Abandoned Road, complete	SY	4886	\$ 5.00	\$23,440.00	\$ 2.92	\$13,688.96	-42%	\$ 7.00	\$32,816.00	60%	\$ 2.00	\$9,376.00	-60%	\$ 8.00	\$37,604.00	60%	\$ 8.00	\$37,604.00	60%	
4	110 2004			Excavation (Roadway, Channel & Ponds), complete and in place	CY	12642	\$ 3.00	\$37,926.00	\$ 4.14	\$52,337.88	39%	\$ 5.00	\$63,210.00	67%	\$ 8.00	\$101,136.00	167%	\$ 4.30	\$54,380.60	43%	\$ 4.40	\$55,624.80	47%	
5	132 2006			Embankment (DENS CONT) -Site generated material, complete and in place	CY	12542	\$ 3.50	\$44,247.00	\$ 2.14	\$27,053.88	-39%	\$ 3.60	\$45,111.20	3%	\$ 7.00	\$98,494.00	100%	\$ 4.30	\$54,380.60	23%	\$ 1.90	\$24,018.80	-69%	
6	132 2005			Embankment (DENS CONT) (Type C) -Importation, complete and in place	CY	69807	\$ 10.00	\$698,070.00	\$ 6.94	\$483,540.58	-31%	\$ 8.00	\$559,283.00	-16%	\$ 7.50	\$501,052.50	-28%	\$ 16.00	\$1,202,528.00	86%	\$ 7.50	\$49,691.10	-27%	
7	164 2007			Revegetation, complete and in place	SY	105976	\$ 1.00	\$108,976.00	\$ 0.86	\$93,461.38	-14%	\$ 0.60	\$65,205.60	-40%	\$ 0.50	\$54,338.00	-38%	\$ 1.10	\$119,943.60	10%	\$ 0.40	\$43,470.40	-60%	
8	169 2001			Soil Retention Blanket (Class 1 TY A), complete and in place	SY	25697	\$ 4.00	\$101,188.00	\$ 0.94	\$23,778.16	-77%	\$ 1.00	\$28,297.00	-76%	\$ 1.20	\$30,356.40	-70%	\$ 1.20	\$30,356.40	-70%	\$ 1.00	\$28,297.00	-76%	
9	216	001		Proof Rolling, complete and in place	SY	30566	\$ 2.00	\$61,132.00	\$ 1.83	\$55,909.68	-9%	\$ 1.00	\$29,750.00	-50%	\$ 1.30	\$39,178.80	-65%	\$ 0.50	\$15,208.00	-75%	\$ 1.00	\$30,596.00	-50%	
10	247 2041			12-inch Flexible Base Gr. 1 TY A (Temp Paving Areas), complete and in place	SY	2911	\$ 12.00	\$34,932.00	\$ 9.56	\$27,829.16	-20%	\$ 12.00	\$34,932.00	0%	\$ 13.00	\$37,843.00	8%	\$ 16.50	\$48,031.50	36%	\$ 11.00	\$32,021.00	-48%	
11	247 2041			8" Flexible Base Gr. 1 TY A (Drive access on Old Lockhart Hwy), complete and in place	SY	2233	\$ 9.00	\$20,107.00	\$ 7.24	\$5,844.52	-20%	\$ 11.00	\$2,459.00	22%	\$ 20.00	\$4,460.00	122%	\$ 11.25	\$2,508.76	20%	\$ 13.00	\$2,869.00	8%	
12	247 2041			18-inch Flexible Base Gr. 1 TY A, complete and in place	SY	30566	\$ 17.00	\$520,132.00	\$ 13.81	\$422,530.76	-10%	\$ 16.00	\$480,536.00	-8%	\$ 17.00	\$520,132.00	0%	\$ 22.50	\$800,410.00	32%	\$ 18.00	\$550,728.00	0%	
13	260			8-inch Lime Stabilized Subgrade, complete and in place	SY	30566	\$ 4.50	\$137,882.00	\$ 6.39	\$195,608.44	42%	\$ 6.20	\$189,965.20	36%	\$ 4.75	\$145,331.00	-6%	\$ 4.50	\$137,882.00	0%	\$ 5.00	\$162,980.00	11%	
14	340 2011	001		3-inch HMAC (METH) TY-B Pp 64-22, complete and in place	SY	25191	\$ 13.40	\$337,559.40	\$ 13.86	\$349,651.08	4%	\$ 11.00	\$27,101.00	-18%	\$ 12.25	\$388,699.75	-9%	\$ 12.20	\$337,320.20	-9%	\$ 13.00	\$327,483.00	-3%	
15	340 2034	001		1-1/2 inch HMAC (METH) TY-C Pp 64-22 (Drive access on Old Lockhart Hwy), complete and in place	SY	176	\$ 11.00	\$1,917.60	\$ 18.87	\$3,302.25	133%	\$ 17.00	\$2,875.00	110%	\$ 19.00	\$3,325.00	135%	\$ 18.40	\$3,220.00	127%	\$ 18.00	\$3,150.00	122%	
16	340 2034	001		2-inch HMAC (METH) TY-C Pp 64-22, complete and in place	SY	28102	\$ 8.10	\$228,413.80	\$ 11.10	\$311,832.20	-7%	\$ 9.80	\$276,398.60	-10%	\$ 10.50	\$295,071.00	-12%	\$ 10.00	\$295,071.00	-12%	\$ 10.00	\$295,071.00	-12%	
17	354 2001			Pavement Milling & Overlay (Old Lockhart Hwy), complete and in place	SY	2939	\$ 14.40	\$42,289.20	\$ 49.95	\$110,389.60	247%	\$ 86.00	\$12,064.00	303%	\$ 50.00	\$10,400.00	247%	\$ 10.00	\$20,800.00	247%	\$ 100.00	\$20,800.00	994%	
18	402 2001			Trench Safety, complete and in place	LF	1072	\$ 1.00	\$1,072.00	\$ 1.11	\$1,185.92	11%	\$ 1.00	\$1,072.00	0%	\$ 1.00	\$1,072.00	0%	\$ 1.00	\$1,072.00	0%	\$ 0.50	\$536.00	-50%	
19	420 2001			Concrete Flat Work CL A, complete and in place	SF	1456	\$ 6.10	\$8,881.60	\$ 6.54	\$9,522.24	7%	\$ 13.00	\$18,928.00	113%	\$ 7.00	\$10,192.00	16%	\$ 12.50	\$18,200.00	105%	\$ 11.00	\$16,016.00	80%	
20	432			Rock Rubble With Filter Fabric (6-24" Dia. - Well Graded), complete and in place	SY	385	\$ 55.00	\$21,275.00	\$ 26.64	\$8,723.60	-62%	\$ 25.00	\$9,125.00	-56%	\$ 200.00	\$73,000.00	264%	\$ 50.00	\$18,250.00	-6%	\$ 28.00	\$10,220.00	-40%	
21	432			Rock Rubble With Filter Fabric (3-5" Dia. - Well Graded), complete and in place	SY	185	\$ 42.00	\$7,770.00	\$ 24.42	\$4,517.70	-42%	\$ 23.00	\$4,255.00	-45%	\$ 90.00	\$16,650.00	114%	\$ 19.00	\$3,810.00	-55%	\$ 28.00	\$4,810.00	-30%	
22	432 2036			6-inch Concrete Rip-Rap CL C, complete and in place	SF	3729	\$ 10.00	\$37,200.00	\$ 8.76	\$32,655.00	-19%	\$ 13.00	\$4,836.00	30%	\$ 15.00	\$3,680.00	50%	\$ 12.50	\$4,650.00	26%	\$ 11.00	\$4,092.00	-10%	
23	432 2036			Pedestrian Rail (TY FR2), complete and in place	EA	268	\$ 68.00	\$18,224.00	\$ 68.00	\$18,224.00	0%	\$ 68.00	\$18,224.00	0%	\$ 68.00	\$18,224.00	0%	\$ 68.00	\$18,224.00	0%	\$ 68.00	\$18,224.00	0%	
24	462 2011			6' x 4' Box Culvert (MC-16), complete and in place	LF	441	\$ 370.00	\$163,170.00	\$ 236.69	\$104,455.26	-36%	\$ 310.00	\$136,710.00	-16%	\$ 256.00	\$112,896.00	-31%	\$ 390.00	\$171,990.00	6%	\$ 360.00	\$158,760.00	-5%	
25	462 2029			10' x 5' Box Culvert (MC-10-7), complete and in place	LF	460	\$ 700.00	\$322,000.00	\$ 397.75	\$182,065.00	-43%	\$ 370.00	\$137,200.00	-47%	\$ 480.00	\$230,800.00	-31%	\$ 555.00	\$255,300.00	-21%	\$ 540.00	\$248,400.00	-28%	
26	462 2037			12' x 8' Box Culvert (SPC-12), complete and in place	LF	223	\$ 1,150.00	\$256,450.00	\$ 1,717.78	\$160,958.94	-37%	\$ 680.00	\$151,640.00	-41%	\$ 710.00	\$159,330.00	-38%	\$ 850.00	\$212,850.00	-17%	\$ 800.00	\$178,400.00	-30%	
27		SS-1		12x8' Culvert Plug	EA	2	\$ 2,200.00	\$4,400.00	\$ 1,699.50	\$3,399.00	-23%	\$ 4,000.00	\$8,000.00	82%	\$ 2,400.00	\$4,800.00	6%	\$ 7,160.00	\$14,320.00	225%	\$ 6,000.00	\$12,000.00	173%	
28		SS-1		6x4' Culvert Plug	EA	38	\$ 600.00	\$22,800.00	\$ 1,189.35	\$45,593.03	66%	\$ 3,760.00	\$11,290.00	82%	\$ 1,500.00	\$4,500.00	150%	\$ 1,260.00	\$3,780.00	110%	\$ 1,500.00	\$4,500.00	150%	
29	464 2003			18-inch RCP CL III STM, complete and in place	LF	353	\$ 114.00	\$40,242.00	\$ 32.25	\$11,483.29	-16%	\$ 43.00	\$22,930.00	65%	\$ 42.00	\$29,676.00	-6%	\$ 50.00	\$35,700.00	26%	\$ 65.00	\$17,225.00	-35%	
30	464 2005			24-inch RCP CL III STM, complete and in place	LF	400	\$ 50.00	\$20,000.00	\$ 41.32	\$16,528.00	-17%	\$ 66.00	\$26,400.00	32%	\$ 44.00	\$17,600.00	-12%	\$ 61.00	\$24,400.00	22%	\$ 57.00	\$22,800.00	14%	
31	464 2007			30-inch RCP CL III STM, complete and in place	LF	342	\$ 60.00	\$20,520.00	\$ 52.68	\$18,016.56	-12%	\$ 82.00	\$28,040.00	37%	\$ 55.00	\$18,810.00	-8%	\$ 78.00	\$28,676.00	30%	\$ 70.00	\$21,940.00	17%	
32	464 2022			24-inch RCP CL IV STM, complete and in place	LF	577	\$ 55.00	\$31,735.00	\$ 43.44	\$25,064.68	-21%	\$ 82.00	\$47,314.00	48%	\$ 47.00	\$27,119.00	-16%	\$ 64.00	\$35,928.00	16%	\$ 63.00	\$33,351.00	15%	
33	465 2006			Manhole (COMPL) (JUNCT. BOX) (TY M), complete and in place	EA	1	\$ 3,125.86	\$3,125.86	\$ 2,636.99	\$2,536.99	-19%	\$ 3,000.00	\$3,000.00	-6%	\$ 5,000.00	\$5,000.00	60%	\$ 4,600.00	\$4,600.00	47%	\$ 4,000.00	\$4,000.00	28%	
34	466 2006			10-foot Curb Inlet (TY 2), complete and in place	EA	8	\$ 3,750.00	\$30,000.00	\$ 4,190.57	\$20,852.85	10%	\$ 3,100.00	\$15,800.00	-17%	\$ 4,000.00	\$20,000.00	7%	\$ 5,216.00	\$26,088.00	36%	\$ 5,300.00	\$26,400.00	38%	
35	466 2037			1/3 Area Inlet (TY M), complete and in place	EA	1	\$ 2,500.00	\$2,500.00	\$ 1,272.23	\$1,272.23	-49%	\$ 2,400.00	\$2,400.00	-4%	\$ 2,500.00	\$2,500.00	0%	\$ 1,880.00	\$1,880.00	-28%	\$ 2,000.00	\$2,000.00	-20%	
36	466 2051			Wingwall (PW) (H=6 FT MAX)	EA	1	\$ 10,000.00	\$10,000.00	\$ 32,859.02	\$32,859.02	227%	\$ 21,000.00	\$21,000.00	110%	\$ 19,000.00	\$19,000.00	-9%	\$ 16,855.00	\$16,855.00	-69%	\$ 16,000.00	\$16,000.00	60%	
37	466 2056			Wingwall (PW) (H=12.5 FT MAX)	EA	2	\$ 25,000.00	\$50,000.00	\$ 66,158.62	\$132,317.64	165%	\$ 56,000.00	\$112,000.00	124%	\$ 60,000.00	\$120,000.00	100%	\$ 66,350.00	\$132,700.00	165%	\$ 62,000.00	\$124,000.00	148%	
38	466 2057			Wingwall (PW) (H=13.5 FT MAX)	EA	1	\$ 26,000.00	\$26,000.00	\$ 76,406.67	\$76,406.67	205%	\$ 62,000.00	\$62,000.00	139%	\$ 62,000.00	\$62,000.00	139%	\$ 62,978.71	\$62,978.71	104%	\$ 60,000.00	\$60,000.00	208%	
39	466 2065			Headwall (CH-FW 0) (Dia =24"), complete and in place	EA	1	\$ 2,150.00	\$2,150.00	\$ 3,433.51	\$3,433.51	60%	\$ 2,300.00	\$2,300.00	7%	\$ 2,214.36	\$2,214.36	3%	\$ 2,850.00	\$2,850.00	33%	\$ 3,000.00	\$3,000.00	40%	
40	500 2001			Mobility, complete and in place	LS	1	\$ 50,000.00	\$50,000.00	\$ 186,693.46	\$186,693.46	273%	\$ 160,000.00	\$160,000.00	280%	\$ 400,000.00	\$400,000.00	700%	\$ 35,000.00	\$35,000.00	-30%	\$ 60,000.00	\$60,000.00	90%	
41	502			Street Barricade with Street End Markers (To Remain), complete and in place	EA	1	\$ 885.00	\$885.00	\$ 1,154.40	\$1,154.40	60%	\$ 1,100.00	\$1,100.00	0%	\$ 1,000.00	\$1,000.00	-27%	\$ 1,155.00	\$1,155.00	69%	\$ 1,000.00	\$1,000.00	46%	
42	502 2001			Barricades, Signs & Traffic Handling, complete and in place	MO	110	\$ 8,000.00	\$880,000.00	\$ 1,678.32	\$1,761,362.40	-80%	\$ 3,500.00	\$38,500.00	-56%	\$ 1,000.00	\$11,000.00	-88%	\$ 2,000.00	\$22,000.00	-75%				



**DRAFT**

440001214

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and DNT Construction, LLC (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of SLAUGHTER LANE GOODNIGHT PHASE I in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked SLAUGHTER LANE GOODNIGHT PHASE 1 (B1208-004-JW), all of which are incorporated herein.

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (B1208-004-JW).

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of SLAUGHTER LANE GOODNIGHT PHASE I in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (B1208-004-JW) to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (B1208-004-JW) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete the work within 218 working days, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$3,485,162.14 consisting of \$3,460,211.14 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$24,951.00 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is

made for sales tax purposes only. The Contractor must maintain internal records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

This contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project must be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR \_\_\_\_\_.

TRAVIS COUNTY, TEXAS

DNT Construction

BY: \_\_\_\_\_

**DRAFT**

CONTRACTOR NAME  
BY: Thomas B. Walcott  
President & CEO

TRAVIS COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED:

\_\_\_\_\_  
TRAVIS COUNTY ATTORNEY

\_\_\_\_\_  
COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

\_\_\_\_\_  
TRAVIS COUNTY AUDITOR