



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

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS (IFB)

HOTMIX OVERLAY BRUSHY CREEK MUD/GREAT OAKS SUBDIVISION ROAD AND BRIDGE

BID NUMBER: 12IFB00033

BIDS MUST BE RECEIVED ON OR BEFORE: AUGUST 14, 2012 – 3:00 PM

BIDS WILL BE PUBLICLY OPENED: AUGUST 14, 2012 – 3:00 PM

Williamson County, Texas (sometimes also referred to herein as the "County") is seeking qualified companies to provide materials, experienced overlay crews and equipment to resurface specified intersections that have been determined to need an overlay in the Brushy Creek MUD and Great Oaks Subdivision area. The overlay project shall begin within ten (10) calendar days after County's notification to begin work. The project shall be substantially completed within sixteen (16) working days of County's notice to begin work and finally completed within thirty (30) working days of such notice to begin work. The project has an estimated budget of \$300,000.

PRE-BID CONFERENCE

There will be a non-mandatory Pre-Bid Conference on August 2, 2012 at 3:00 PM at the Williamson County Road and Bridge Conference Room at 3151 South/East Inner Loop, Georgetown Texas.

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department on or before **3:00 PM on Tuesday August 14 2012** and **will be publicly opened at 3:00 PM or soon thereafter**. The Time-Date Stamp Clock located at the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of bids.

METHODS: Sealed bids may be hand-delivered or mailed to the *Williamson County Inner Loop Annex*:

***Williamson County Purchasing Department
ATTN: 12IFB00033 HOTMIX OVERLAY BID
301 SE Inner Loop – Suite 106
Georgetown, Texas 78626.***

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

BID REQUIREMENTS

SUBMITTAL: One (1) original bid, two (2) copies **and one copy on CD**. Bids should consist of the COMPLETED AND SIGNED Bid Form and any other required documentation. **All copies should have the same attachments as the original.**

SEALED: All bids must be returned in a sealed envelope. **Clearly mark on the outside of the envelope the bidder's name, address, bid name and bid number.** If an overnight delivery service is used, the **bidder's name, address, bid name and bid number, should be clearly marked** on the outside of the delivery service envelope.

REFERENCES: Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if bidder has not done business with the County within the past five (5) years. Include name of firm, address, telephone number and name of representative.

LEGIBILITY: Bids must be legible and of a quality that can be reproduced.

FORMS: All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may disqualify the bid. Bids cannot be altered or amended after submission deadline.

DOCUMENTATION: Bidder should provide its bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

LATE BID: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

PERFORMANCE AND PAYMENT BONDS: Chapter 262.032 of the Texas Local Government Code governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. Chapter 2253.021 of the Texas Government Code governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) calendar days after receipt of written notification of award of contract and prior to beginning work on the project. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

BIDDERS BOND: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to Williamson County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and **execute performance and payment bonds within ten (10) calendar days after notice of award of contract.** Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered. For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

WARRANTY BOND: Upon execution of the formal agreement described below, successful bidder shall provide a Warranty Bond in the amount of 20% of the total project construction cost, as security for the true and faithful performance of all warranties for 1 year as set forth in the formal agreement. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

AWARD

THIRTY DAYS: Awards should be made within approximately thirty (30) days after the bid opening date. Results will be posted on the Williamson County Website:
<http://wilco-online.org/ebids/bids.aspx>

METHOD OF AWARD: To award the lowest responsible bidder in accordance with Government Code Section 2267.055, Subchapters B and C., the County may consider:

- Price
- Bidder's experience and reputation
- Quality of the bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the request for bid

REJECTION OR ACCEPTANCE: No more than one bid will be awarded for any item, single department or area. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners' Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County and all bids submitted are subject to this reservation. Bids may be considered irregular and rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving bids as stated in the advertisement;
2. Bids containing any irregularities, omissions, alteration of form or terms and conditions, additions and conditions not called for, or unauthorized alternate bids of any kind;

3. Failure to provide requested information such as but not limited to financial statements, references, signature pages, signed addenda, conflict of interest statement etc.;
4. Unbalanced value of any items; and/or
5. Failure to comply with the enclosed specifications.

CONTRACT: The IFB and this Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder (sometimes also referred to herein as the “contractor”) and Williamson County.

The successful bidder shall be required to execute a formal agreement at the Williamson County Purchasing Department within ten (10) calendar days after the bid award. Said agreement shall be in the same form as the agreement at the end of this IFB (referred to herein as the “agreement” or the “formal agreement”). The only anticipated changes in the agreement will be to include additional exhibits, to fill in blanks to identify the successful bidder, and terms relating to the compensation, or to revise the agreement to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Bidders should raise any questions regarding the terms of the agreement, or submit requested changes in said terms, in the form of written questions or submittals.** Because the signed agreement will be substantively and substantially derived from the attached agreement, each bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached agreement ***before*** submitting a bid. Again, the attached agreement contains important legal provisions and is considered part and parcel of this bid invitation. Failure or refusal to sign aforesaid agreement shall be grounds for Williamson County to revoke any bid award which has been issued, forfeit bid security, if applicable, and select another bidder.

CONTRACT ADMINISTRATION: J. Terron Evertson, P.E. (or successor), Director of Road and Bridge, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners’ Court and the successful bidder.

CONTRACT PERIOD: The Contract Period is the date of award through final completion of project. This project is to be substantially completed sixteen (16) working days after notification to commence work and finally completed within thirty (30) working days after such notification.

EXECUTION OF AGREEMENT: Failure to execute the formal agreement attached hereto within ten (10) calendar days of written notification of award or failure to furnish insurance certificate, the performance bond, or letter of credit if applicable, and payment bond as required shall be just cause for the annulment of the award. In case of the annulment of the award, the bid guarantee shall become the property of Williamson County, not as a penalty, but as a liquidated damage.

The successful bidder shall not commence work until he/she/it has furnished certification of all insurance required and such has been approved by Williamson County, nor shall the successful bidder allow any subcontractor to commence work on its subcontract until proof of all similar insurance that is required of the subcontractor has been furnished and approved by County.

CONFLICTS: In the event terms of this Invitation for Bids conflicts with the terms of the formal agreement executed between the successful bidder and County following award, the terms of

the executed formal agreement between the successful bidder and County shall govern and control.

SURVIVABILITY: All applicable agreements that are entered into between bidder and Williamson County under the terms and conditions of this IFB shall survive the expiration or termination of the contract for ninety (90) days.

BID CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by August 10, 2012**. Questions will be answered as soon as possible with an email response. Submitted questions with their answers will be posted to the Williamson County portal: <http://wilco-online.org/ebids/bids.aspx>

If you do not have access to email or internet please call the Purchasing contact below:

PURCHASING CONTACT:

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

TECHNICAL CONTACT:

J. Terron Evertson, P.E.
3151 SE Inner Loop – Suite B
Georgetown, TX 78626
(512) 943-1940
tevertson@wilco.org

MISCELLANEOUS

ADDENDA AND ADDITIONAL INFORMATION:

It is the bidder's responsibility to check with the Purchasing Department prior to submitting your bid to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested bidder has obtained any outstanding addenda or additional information. Any addenda and/or other information relevant to the bid will be posted on the Williamson County vendor portal at the following link:

<http://wilco-online.org/ebids/bids.aspx>

FUNDING: The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of this contract. Bidders understand and agree that the County's payment of amounts under this contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this contract. The obligations of the parties under this contract do not constitute a general obligation or indebtedness of Williamson for which County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this contract and any ensuing agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in

question. County may effect such termination by giving written notice of termination to the successful bidder at the end of its then-current fiscal year.

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

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in this IFB.

DELIVERY: The delivery time and location for the commodity and/or service covered by this bid shall be as stated herein.

PURCHASE ORDER: If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made in accordance with the terms of the formal agreement.

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 512-943-1558.

AUDIT BY COUNTY: Successful bidder agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Successful bidder agrees that County shall have access during normal working hours to all necessary successful bidder facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give successful bidder reasonable advance notice of intended audits.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

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

The Williamson County Conflict of Interest Questionnaire and Statement is located herein below. This form should be completed, signed, and submitted with your bid.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any

additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At County's sole discretion, the bidder may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

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

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications in this IFB as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION AND TEXAS PUBLIC INFORMATION ACT: All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a bidder does not desire proprietary information in the proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the bidder.

To the extent, if any, that any provision in this IFB or in the bidder's bid is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

INSURANCE: Williamson County will require the successful bidder to provide insurance and workers compensation coverage in accordance with the insurance requirements set forth in the formal agreement, which is attached herein below. The successful bidder shall not commence work until successful bidder has furnished certification of all insurance required and such has been approved by Williamson County, **nor shall the successful bidder allow any subcontractor to commence work on its subcontract until proof of all similar insurance that is required of the subcontractor has been furnished and approved.**

INDEMNIFICATION: THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO INDEMNIFY WILLIAMSON COUNTY IN ACCORDANCE WITH THE INDEMNITY PROVISIONS SET FORTH IN FORMAL AGREEMENT ATTACHED HEREIN BELOW.

SPECIFICATIONS/SCOPE OF WORK

General Information

Williamson County is seeking qualified companies to provide materials, experienced overlay crews and equipment to resurface specified intersections that have been determined to need an overlay in the Brushy Creek MUD and Great Oaks Subdivision area.

Definition of Terms

Asphalt Season: April 1 through September 30.

County: Williamson County acting through the Williamson County Road and Bridge Division.

Contractor: Successful bidder of the Invitation for Bids.

Engineer: Director of Williamson County Road and Bridge, or his designee.

Inspector: Employee of Williamson County, or designee, supplied full time to the Contractor's crew for the oversight of the work.

TxDOT Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004.

TxDOT: Texas Department of Transportation

Working Day: Monday through Friday, excluding County approved holidays and also excluding the first 3 days of school beginning at Round Rock ISD (8/27/12, 8/28/12 and 8/29/12), if weather permits the performance of the contract (as determined by the Inspector) for a continuous period of at least 13 hours between 8:00 A.M. to 9:00 P.M. Weekend work is permitted upon approval by the Engineer.

Award and Execution of Work

All work performed and all products furnished shall comply with requirements which pertain to the various items of work included as *Standard Specification for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted June 1, 2004, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT Specifications, the specification set out herein shall control and govern.

The Contractor will be given written notice to begin work on this project. The work shall begin within ten (10) calendar days after such notification. This project shall be

HOTMIX OVERLAY

substantially completed within sixteen (16) working days of County's notice to begin work and finally completed within thirty (30) working days of such notice to begin work.

Contractor shall not begin work prior to the beginning of Asphalt Season (April 1), except with the approval of the Engineer.

Work Locations

Work locations are anticipated to be those depicted in Attachments #1, #2 (#2 has 8 PDF files) and #3.

Measurement and Payment

All accepted "Dense-Graded Hot-Mix Asphalt" (Type D) and (Type A) will be measured by the ton of composite hot mix, which includes asphalt, aggregate, and additives. Thickness of overlay application shall be no less than 1 1/4" and no greater than 1 1/2".

County will pay to the Contractor, for the satisfactory performance of the work, a specified unit price per ton of hot mix. This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the work. Surface preparation and cleaning shall be considered a part of the work and will not be measured or paid in addition to the above stated unit price.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the required dates of substantial completion of the overlay work. Because of the impracticality and extreme difficulty of fixing and ascertaining County's actual damages, Contractor agrees that two-hundred and No/100 Dollars (\$200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not substantially complete the overlay work.

Periods of time (i) during which County suspends the work by written notice to Contractor, or (ii) during which contractor has performed work and is waiting for County's acceptance, or (iii) during which a delay directly related to delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Contractor's or County's reasonable control, shall not be taken into account in computing the amount retained. In the event that work received by Williamson County is found to be incomplete, the period of time from the end of the performance of the work to the receipt of subsequent performance necessary to produce completed work will be taken into account in computing the number of days and the amount retained.

On or about the 25th calendar day of each month, Contractor shall submit invoices to the Engineer, in duplicate, indicating the Work performed during the month and the charges therefor. Each invoice shall be provided with sufficient detail and substantiation documentation as the County may reasonably request to evaluate charges contained therein. Within thirty (30) calendar days after receipt of an invoice, the County shall then pay the Contractor the total amount of the approved invoice, less ten percent

(10%) of the amount thereof, which ten percent (10%) shall be retained until final payment and final completion, and further less all previous payments and all further sums that may be retained by the County under the terms of this Agreement. However, if County objects to all or any portion of any invoice, it shall notify Contractor within ten (10) calendar days from the date of receipt of invoice of its objection and both parties shall immediately make every effort to settle the disputed portion of the invoice prior to the date that payment is due. In the event the settlement of a disputed portion of an invoice is not reached by the date that payment is due, County will pay only that portion that is not in dispute, less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until final payment and final completion, and further less all previous payments and all further sums that may be retained by the County under the terms of this Agreement.

When required by County and as a prerequisite to payment, Contractor shall provide, in a form satisfactory to County, partial lien or claim waivers and affidavits from Contractor and its subcontractors and suppliers for completed Work.

General Notes

Contractor shall not conduct any operations or work during the first 3 days of school beginning at Round Rock ISD (8/27/12, 8/28/12 and 8/29/12) or on any County approved holidays. Labor Day, September 3, 2012 is an approved County holiday.

Five (5) calendar days prior to beginning Work on each roadway entering and exiting an intersection, Contractor shall notify residents, via Message Board, that Work will be performed on such roadway entering and exiting the intersection,. Verbiage for message boards shall be supplied by the County.

The Contractor shall arrange the overlay operation in such a manner as to avoid excessive inconvenience to the public.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the Contractor's prosecution of the work. This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Inspector.

The Contractor may be required to trim and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 12 feet. For this operation, the method shall be approved by the Inspector prior to any trimming or removal of brush and trees.

Contractor shall stockpile all the planning ACP materials at the designated stockpile site located at the mid-block of Great Oak Dr. and Walsh Ranch Blvd. on Sam Bass Road, on the north side adjacent to Sam Bass Road. Direction to the stockpile site can be directed by the Inspector.

Testing may be performed at the request of the County anytime during the performance of the work through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results determine the item did not meet specifications, then the cost of the testing will be borne by the Contractor. If the results of the test determine that the item did meet specifications, the cost of the testing will be borne by the County.

Contractor shall provide and make available on the project at all times when work is being performed a superintendant that can fluently speak English. The Contractor shall provide the Inspector with contact information for the superintendant.

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

Provide mixture Type D using PG binder 70-22.

Provide mixture Type A using PG binder 64-14.

Target laboratory molded density is 96.5% for all mixtures without RAP and when using a Texas Gyration Compactor (TGC) for designing the mixture.

When using Superpave Gyration Compactor (SGC) to design mixtures, submit the SGC mix design to the Engineer for approval.

All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature Binder Grade	Test Method	Hamburg Wheel Test Requirements¹
		Minimum # of Passes @ 0.5" Rut Depth, Tested @ 122°F
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

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

Complete all roadways before final surface course placement, unless directed otherwise by County.

Ensure placement sequence to avoid excess distance of longitudinal joint lap-back not to exceed one day's production rates.

Submit any proposed adjustments or changes to a job mix formula to the Engineer before production of the new job mix formula.

Do not use TxDOT Special Provision 340-003. The Contractor is not permitted to use RAP (Recycled Asphalt Pavement) or RAS (Recycled Asphalt Shingles) as part of hot mix.

The Contractor shall provide saw cutting where necessary. This shall not be paid for directly, but shall be considered subsidiary to bid Item Dense-Graded Hot Mix Asphalt.

ITEM 354 – PLANNING AND TEXTURING PAVEMENT

Remove the loose material from the roadway before opening to traffic.

A single cut will be permitted if at most a 1¼-inch vertical offset is created against adjacent lanes when opened to traffic at the end of a work period.

Taper transverse faces at ends of passes as directed.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Contractor shall provide all traffic control measures to prosecute the work and to ensure a minimum inconvenience to traffic around the construction area. Should the Contractor's traffic control measures be found unsatisfactory by the Engineer, or Inspector, overlay operations shall cease until which time they are found satisfactory.

The Traffic Control Plan (TCP) for this project shall be as detailed on TxDOT standard plan sheet TCP (1-1)-12 thru TCP (1-4)-12 and the Texas Manual on Uniform Traffic Control Devices.

The Contractor will be required to maintain a minimum of one through lane in each direction on multi-lane roadways, except with the written approval by the Inspector. Two Lane roadways shall use single lane traffic control, which will require the use of flagmen. This shall not be paid for directly, but shall be considered subsidiary to bid Item Dense-Graded Hot Mix Asphalt.

Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B

Limiting access to all side streets and driveways shall be minimized to the extent possible.

The Contractor's crew leader shall be a competent person who will be responsible and available on the project site or in the immediate area to insure compliance with the TCP.

ITEM 666 – REFLECTORIZED PAVEMENT MARKINGS

Type II ReflectORIZED Pavement Markings to be applied prior to Type I. Type I ReflectORIZED Pavement Markings to be applied no sooner than 7 days after applying Type III.

Contractor to reference all existing pavement markings (channel islands, cross walks, lane striping, etc.) and submit a sketch or layout of existing pavement markings to the Inspector prior to commencing work.

The following are names of the attached files to be downloaded on the Williamson County Website:

<http://wilco-online.org/ebids/bids.aspx>

Attachment 1 Intersection Overlay Map Attachment 1

01 of 8 Great Oaks Drive @ Oak Meadow Attachment 2

02 of 8 Pin Oak Lane @ Oak Meadow Attachment 2

03 of 8 Great Oaks Drive @ Oak Ridge Drive Attachment 2

04 of 8 Great Oaks Drive @ Brightwater Blvd Attachment 2

05 of 8 Great Oaks Drive @ Hillside Drive Attachment 2

06 of 8 O'Connor Drive @ Morgan Hill Trail Attachment 2

07 of 8 O'Connor Drive @ Pocono Drive Attachment 2

08 of 8 Great Oaks Drive @ O'Connor Drive Attachment 2

Overlay Attachment 3

bc07 BARRICADE CONSTRUCTION GENERAL NOTES

pm1-12 EXIT NUMBER GORE MARKINGS

Attachment 4 Quantity Estimate Intersection Overlay 07 03 2012

tcp1-1 TRAFFIC CONTROL PLAN

wztd WORK ZONE

BID SUBMITTAL CHECKLIST

**PLEASE READ, COMPLETE AND RETURN THIS
"BID SUBMITTAL CHECKLIST" WITH YOUR BID.**

The bidder's attention is especially called to the items listed below, which should be submitted in full as part of bidder's bid.

Failure to submit any of the documents listed below as a part of your bid, or failure to acknowledge any addendum in writing with your bid, or submitting a bid on any condition, limitation, or provision not officially invited in this IFB may serve, at Williamson County's sole discretion, as cause for rejection of the bid.

Bid Form

Completed Spreadsheet: Attachment 4 Quantity Estimate Intersection Overlay 07_03_2012

References: Identification of three (3) entities for which the Bidder is providing or has provided services of the type requested, including the name, position, and telephone number of a contact person at each entity

Conflict of Interest Questionnaire Statement

Conflict of Interest Signature Page

One (1) original, two (2) paper copies and one (1) CD copy of the Bid should be mailed to or delivered on or before the Bid submittal deadline, to the Williamson County Purchasing Department, 301 SE Inner Loop, Suite 106, Georgetown, TX 78626.

Tentative Schedule of Events

HOTMIX OVERLAY FOR URS 12IFB00033

Issuance of Bid		July 24, 2012
Non-Mandatory Pre-Bid Meeting	3:00 PM	August 2, 2012
Deadline for Questions (email only)	5:00 PM	August 10, 2012
Deadline Submission	3:00 PM	August 14, 2012
Recommendation for Contract Award		August 21, 2012

BIDDER REFERENCES

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For bidder or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For bidder or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

Bidder
Name: _____

Authorized
Signature: _____

Title or Representative Capacity of Signer: _____

Date: _____, 20____



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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

Notarized:

--

WILLIAMSON COUNTY BID FORM
HOTMIX OVERLAY
UNIFIED ROAD AND BRIDGE SYSTEM
BID NUMBER: 12IFB00033

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

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

Mobile Phone: (_____) _____

Fill in the cost for each bid item on the spreadsheet (Attachment 4) for each intersection and the Total Construction Cost:

Spread Sheet: Attachment 4 QUANTITY ESTIMATE INTERSECTION OVERLAY 07_03_2012

By signing this form:

- The bidder confirms that he/she/it has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

This bid shall remain in effect for period specified in this IFB and shall be exclusive of federal excise and state and local sales tax (exempt).

The bidder agrees, if this bid is accepted and awarded, to furnish any and all items upon which prices are bid and upon the Specifications, Terms and Conditions contained in the IFB, and all other items made a part of this IFB.

The undersigned affirms that he or she is duly authorized to execute this bid and that by executing this bid, bidder understands, acknowledges and agrees that the bidder's bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the successful bidder and Williamson County upon award. Bidder represents to Williamson County that bidder has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a bid or not to submit a bid thereon.

_____ Date of Bid: _____
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

Williamson County Inner Loop Annex

Address:

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

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

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

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

From North (Georgetown, Jarrell)

Take IH-35 Southbound

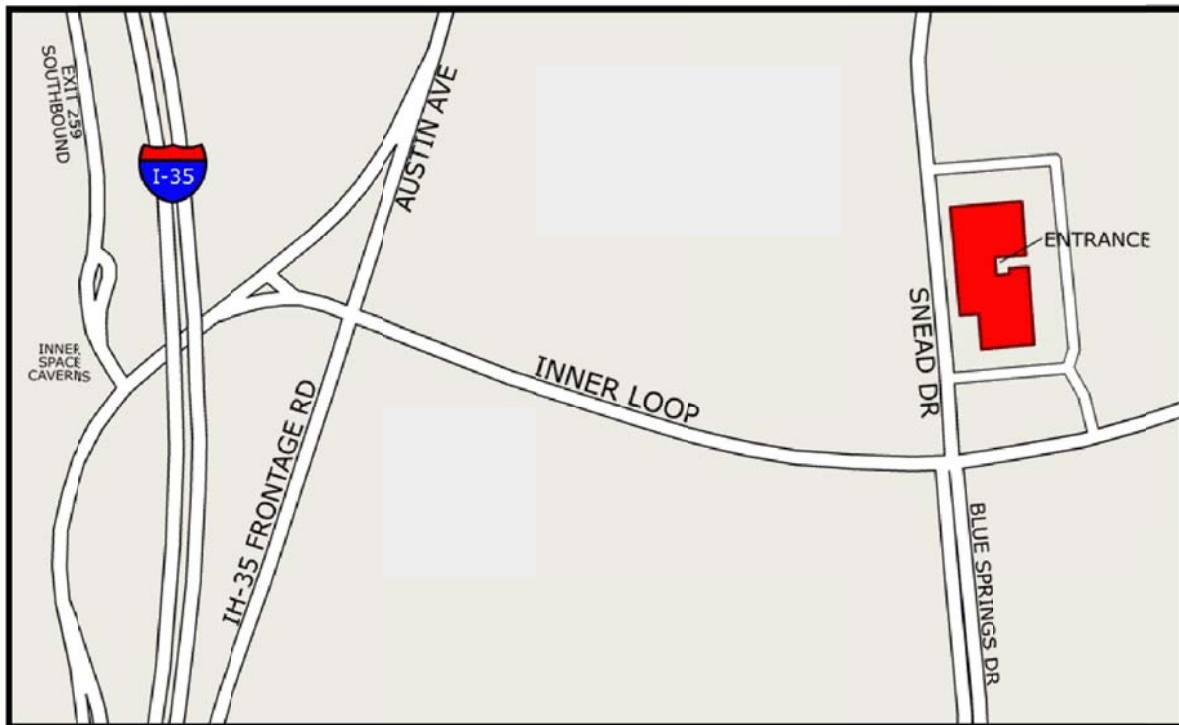
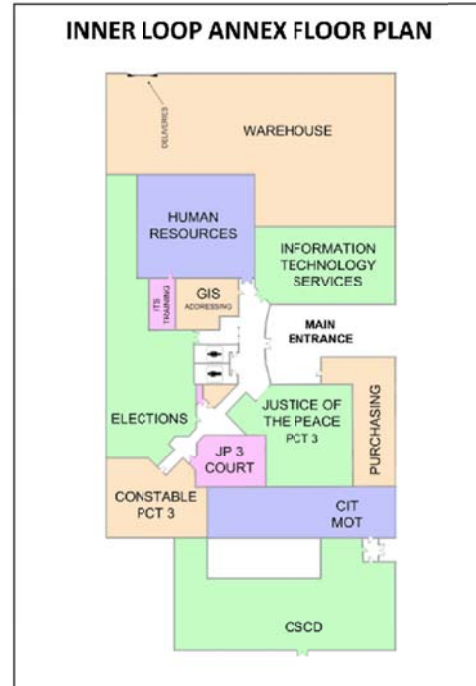
Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

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

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



**Attachment 1, 2 & 3
Work Locations**

Please reference the County Website to view this file:

<http://wilco-online.org/ebids/bids.aspx>

If the bidder would like a hardcopy of this attachment,
please contact the Purchasing Contact:

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

Attachment 4
QUANTITY ESTIMATE INTERSECTION OVERLAY

Please reference the County Website to view this file:

<http://wilco-online.org/ebids/bids.aspx>

If the bidder would like a hardcopy of this attachment,
please contact the Purchasing Contact:

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joharris@wilco.org

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD



AGREEMENT FOR HOT-MIX OVERLAY CONSTRUCTION SERVICES

This Agreement for Hot-Mix Overlay Construction Services ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("County") and _____, ("Contractor") is entered into in accordance with the following terms and conditions:

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

Hot-Mix overlay to the locations set forth and described in Exhibit-1, which is incorporated herein by reference for all purposes.

ARTICLE 2 CONTRACT PRICE: County agrees to pay to the Contractor, for the satisfactory performance of the Work, \$ _____ per _____. This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the Work. Surface preparation and cleaning shall be considered a part of the Work and will not be measured or paid in addition to the above stated unit price.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications, as well as any revisions made thereto, which are attached hereto as **Exhibit-2**, which is incorporated herein by reference for all purposes.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work within ten (10) calendar days from the date of County's instruction to commence the Work and construction shall be deemed to have commenced on such date.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work may still require minor modifications or adjustments but, in the

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

County's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the County. When the Contractor considers that the Work, or a portion thereof which the County agrees to accept separately, is substantially complete, the Contractor shall notify the Engineer, who is set forth and identified on the signature page herein below, and request a determination as to whether the Work or designated portion thereof is substantially complete. If the Engineer does not consider the Work substantially complete, the Engineer will notify the Contractor giving reasons therefore. Failure on the County's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement.

After satisfactorily completing items identified by the Engineer, the Contractor shall then submit another request for the Engineer to determine Substantial Completion. If the Engineer considers the Work substantially complete, the Engineer will prepare and deliver a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a Final Punchlist of items to be completed or corrected before Final Completion and final payment, shall establish the time within which the Contractor shall finish the Work, and shall establish responsibilities of the County and the Contractor for maintenance and damage to the Work, warranty and insurance. Failure to include an item on the Final Punchlist does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The Certificate of Substantial Completion shall be signed by the County and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

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

THE SIXTEENTH (16TH) WORKING DAY FROM THE DATE OF CONTRACTOR RECEIVING COUNTY'S INSTRUCTION TO COMMENCE THE WORK.

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

4.3 Final Inspection, Final Completion and Final Payment. When the Contractor has completed the Final Punchlist, Contractor shall give written notice to the Engineer that the Work will be ready for Final Inspection on a date certain. This notice shall be accompanied by a copy of the Contractor's updated punch list indicating resolution of all items.

The Contractor shall correct or complete all items on the Final Punchlist before acceptance and Final Payment. If on the basis of the Final Inspection, the Engineer determines that the Work is not complete, or that the Work required by the Final Punchlist had not been performed, the Engineer shall give the Contractor written notice thereof, and shall inform the Contractor what Work was found to be incomplete, out of compliance with the Agreement or defective in operation or workmanship, and setting a time in which incomplete or defective work is to be completed. The Contractor shall complete or correct all Work so designated prior to requesting an additional Final Inspection.

When the Final Punchlist has been completed, and the Work is fully performed and is acceptable to the County, the Engineer shall issue a certificate fixing the date of Final

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

Completion. Final Completion of all work shall be a condition precedent to the Contractor's right to receive final payment.

The Final Inspection by the Engineer is for the purpose of determining the completion of the Work, and does not relieve the Contractor of its overall responsibility for completing the Work in a good and workmanlike fashion, in compliance with this Agreement. Failure of the County and/or Engineer to identify Work that is not in compliance with this Agreement, or which is defective in operation or workmanship, or acceptance of the Work with punchlist items left incomplete, does not constitute a waiver of such a defect or of the County's rights under this Agreement or relieve the Contractor of its warranties contained herein.

Unless otherwise specified herein, or otherwise agreed in writing by the parties, the Contractor shall attain Final Completion within Thirty (30) Working Days from the date of Contractor receiving County's initial instruction to commence the Work.

4.4 Abandonment by Contractor. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to the remedies set forth herein below. In addition to exercising its rights and remedies hereunder, the County may also exercise any remedy that may be available to it under the law or in equity.

In case the Contractor should abandon and fail or refuse to resume work within ten (10) calendar days after written notification from either the County or the Engineer, or if the Contractor fails to comply with the orders of the Engineer when such orders are consistent with the terms of this Agreement, then and in such case where performance bonds exist, the appropriate sureties on these bonds shall be provided with a notice of abandonment and notice for completion whereby (i) the sureties are notified of the Contractor's abandonment or Contractor's failure or refusal to resume work; and (ii) the sureties are directed to complete the Work. A copy of the notice of abandonment and notice for completion shall be delivered to the Contractor. After receiving a copy of the above described notice of abandonment and notice for completion, the Contractor shall not remove any machinery, equipment, tools, materials or supplies that then currently exist on the project site, but the same, together with any materials and equipment under contract for the Work, may be held for use on the project by the County or the surety on the performance bond, or another contractor in completion of the Work; and the Contractor shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the Work and be reflected in the final settlement.

Where there is no performance bond provided or in case the surety should fail to commence compliance within ten (10) calendar days after service of the herein above provided notice of abandonment and notice for completion, then the County may provide for completion of the Work in either of the following elective manners:

(A) The County may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as the County may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to the Contractor, and expense so charged shall be deducted and paid by the County out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then the Contractor shall receive the

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then the Contractor and/or its surety shall pay the amount of such excess to the County; or

(B) The County, under sealed bids and in accordance with the law, may let a contract for the completion of the Work under substantially the same terms and conditions which are provided in this Agreement. In case there is any increase in cost to the County under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety shall be credited therewith.

When the Work shall have reached Final Completion, the Contractor and its surety shall be so notified and Certificates of Final Completion, shall be issued. A complete itemized statement of the contract accounts, certified by the Engineer as being correct, shall then be prepared and delivered to the Contractor and its surety, whereupon the Contractor and/or its surety, or the County as the case may be, shall pay the balance due as reflected by said statement within fifteen (15) calendar days after the date of such Certificate of Final Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the County had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor and/or its surety shall pay the balance shown to be due by them to the County, then all machinery, equipment, tools, materials or supplies left on the site of the project shall be turned over to the Contractor and/or its surety.

Should the cost to complete the Work exceed the amount the County would have been obligated to pay the Contractor had the Work been completed by the Contractor under the terms of this Agreement, and should the Contractor and/or its surety fail to pay the amount due the County within the time designated hereinabove, and should there remain any machinery, equipment, tools, materials or supplies on the site of the Project, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and its surety at the respective addresses designated in this Agreement. After properly tendering such notice, such property shall be held at the risk of the Contractor and its surety subject only to the duty of the County to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, the County may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and its surety. Such sale may be made at either public or private sale, with or without notice, as the County may elect. The County shall release, to their proper owners, any machinery, equipment, tools, materials, or supplies, which remain on the project and which belong to persons other than the Contractor or its surety. The books on all operations provided herein shall be opened to the Contractor and its surety.

4.5 Liquidated Damages. For each consecutive Working Day after the date of Substantial Completion that the Work is not Substantially Complete, the County may deduct the amount of Two Hundred Dollars per Working Day (\$200.00/Working Day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the County will sustain for late completion. The parties stipulate and agree that calculating County's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

Periods of time (i) during which County suspends the Work by written notice to Contractor, or (ii) during which Contractor has performed work and is waiting for County's acceptance, or (iii) during which a delay directly related to delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Contractor's or County's reasonable control, shall not be taken into account in computing the amount retained. In the event that Work received by County is found to be incomplete, the period of time from the end of the performance of the Work to the receipt of subsequent performance necessary to produce completed Work will be taken into account in computing the number of days and the amount retained.

4.6 Working Day. For purposes of this Agreement, "Working Day" shall mean Monday through Friday, excluding County approved holidays and also excluding the first three (3) days of school beginning at Round Rock ISD (8/27/12, 8/28/12 and 8/29/12), for a continuous period of at least 13 hours between 8:00 A.M. to 9:00 P.M, if weather permits (as determined by the Engineer). Weekend work is permitted upon approval by the Engineer.

ARTICLE 5 PAYMENT: On or about the 25th calendar day of each month, Contractor shall submit invoices to the Engineer, in duplicate, indicating the Work performed during the month and the charges therefor. Each invoice shall be provided with sufficient detail and substantiation documentation as the County may reasonably request to evaluate charges contained therein. Within thirty (30) calendar days after receipt of an invoice, the County shall then pay the Contractor the total amount of the approved invoice, less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until final payment and Final Completion, and further less all previous payments and all further sums that may be retained by the County under the terms of this Agreement. However, if County objects to all or any portion of any invoice, it shall notify Contractor within ten (10) calendar days from the date of receipt of invoice of its objection and both parties shall immediately make every effort to settle the disputed portion of the invoice prior to the date that payment is due. In the event the settlement of a disputed portion of an invoice is not reached by the date that payment is due, County will pay only that portion that is not in dispute, less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until final payment and Final Completion, and further less all previous payments and all further sums that may be retained by the County under the terms of this Agreement.

When required by County and as a prerequisite to payment, Contractor shall provide, in a form satisfactory to County, partial lien or claim waivers and affidavits from Contractor and its subcontractors and suppliers for completed Work.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the County informed of the progress and quality of the Work. Contractor agrees and acknowledges that County is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

nor shall the Contractor be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

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

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

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

- a. cooperate with the Engineer and County's Inspector(s) and endeavor to further the interests of the County and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work that can fluently speak English;
- c. visit the work location and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. five (5) calendar days prior to beginning Work on each roadway entering and exiting an intersection, Contractor shall notify residents, via Message Board, that Work will be performed on such roadway entering and exiting the intersection,. Verbiage for message boards shall be supplied by the County;
- e. at County's request, attend public meetings and hearings concerning the development of the Work;
- f. review all drawings, specifications, and other plans as they are developed by the County and/or its Engineer and advise County of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- g. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- h. advise County of any tests that should be performed;
- i. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- j. at the written request of the Engineer, immediately remove from the Work location any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform Work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. In this event, Contractor shall not reinstate such removed individuals

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

without the written consent of the Engineer. The Engineer may suspend the Work without suspending working day charges until the Contractor complies with requests hereunder;

- k. attend County's regularly scheduled Work progress meetings, if applicable, and fully advise the Engineer of the Work status including schedule, costs, quality and changes; and
- l. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.5 Contractor shall identify every subcontractor it intends to use for the Work to the County in writing at least ten (10) calendar days before entering into any subcontract. Contractor shall not use any subcontractor to which County has a reasonable objection. Following County's acceptance of a subcontractor, that subcontractor shall not be changed without County's written consent, which shall not be unreasonably withheld.

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

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

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

COMMISSIONING AND WARRANTY RESPONSIBILITIES

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

6.10 Contractor shall provide warranty services for the Work for a full Twelve (12) months following Final Completion.

ARTICLE 7 COUNTY'S RESPONSIBILITIES

7.1 The County shall:

- a. identify a person as its Engineer who is authorized to act in the County's behalf with respect to the Work. The Engineer shall examine the documents submitted by the Contractor and shall render decisions on behalf of the County to the extent allowed by Texas law;
- b. supply an Inspector to the Contractor's crew for the oversight of the Work. Should the Work, as well as the geographical location, allow, the County may supply one Inspector for multiple crews;

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

- c. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- d. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, County may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- e. County shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

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

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

<u>Type of Coverage</u>	<u>Limits of Liability</u>	
a. Workers Compensation	Statutory	
b. Employer's Liability		
Bodily Injury by Accident	\$500,000 Ea. Accident	
Bodily Injury by Disease	\$500,000 Ea. Employee	
Bodily Injury by Disease	\$500,000 Policy Limit	
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
COVERAGE	PER PERSON	PER
OCCURRENCE		
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

Aggregate policy limits: \$1,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

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

8.1.3 Policies must include the following clauses, as applicable:

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

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

- a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

person's or entity's employees providing services on a project, for the Duration of the Work.

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

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

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the County prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the County showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the County:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the County will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven (7) calendar days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the County that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the County to declare the Agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the County.

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

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

8.1.7 The County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

8.2 INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO CONTRACTOR'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH COUNTY OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

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

ARTICLE 9 BONDS

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law. For unit price contracts, the Contract Price shall be estimated and calculated by multiplying the estimated quantities to the unit price.

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

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

10.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the total project construction cost, as security for the true and faithful performance of all warranties set forth in this Agreement. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the unit price.

ARTICLE 10 TERMINATION

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

14.2 Termination for Convenience. The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Assignment. Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

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

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

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

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

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

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

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

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

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

11.10 County's Right to Audit. Contractor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Contractor reasonable advance notice of intended audits.

11.11 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and County and shall constitute the entire Agreement and understanding between the parties with respect to the Work. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and County.

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as the date of the last party's execution.

COUNTY:

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

CONTRACTOR:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Party Representatives

Contractor's Designated Representative:

County's Engineer:

Terron Evertson,
Director of Williamson County
Road and Bridge
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Phone: (512) 943-3330

Phone _____
Fax _____

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

EXHIBIT 1

WORK LOCATIONS

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

EXHIBIT 2 Specifications and Scope of Work

Unless set forth otherwise, all Work performed and all products furnished shall comply with requirements which pertain to the various items of Work included as *Standard Specification for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted June 1, 2004, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

Locations of Work

Work locations shall be those depicted in Exhibit #1.

General Notes

Contractor shall not perform any Work during the first 3 days of school beginning at Round Rock ISD (8/27/12, 8/28/12 and 8/29/12) or on any County approved holidays. Labor Day, September 3, 2012 is an approved County holiday.

Prior to commencing overlay operations, all residences along street of upcoming overlay operations shall be informed by the Contractor that the application is about to occur and to relocate their vehicles if they anticipate needing to leave their home in the next 3 to 4 hours. Prior to commencing overlay operations, Contractor shall notify residents, via Message Board, for each roadway entering and exiting the intersection, five (5) days prior to beginning the work. Verbiage for message boards shall be supplied by the County.

The Contractor shall arrange the overlay operation in such a manner as to avoid excessive inconvenience to the public.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the Contractor's prosecution of the work. This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the County's inspector, as designated by the Engineer (the "Inspector").

The Contractor may be required to trim and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 12 feet. For this operation, the method shall be approved by the Inspector prior to any trimming or removal of brush and trees.

Contractor shall stockpile all the planning ACP materials at the designated stockpile site located at the mid-block of Great Oak Dr. and Walsh Ranch Blvd. on Sam Bass Road, on the north side adjacent to Sam Bass Road. Direction to the stockpile site can be directed by the Inspector.

Testing may be performed at the request of the County anytime during the performance of the work through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results determine the item did not meet specifications, then the cost of the testing will be borne by the Contractor. If the results of the test determine that the item did meet specifications, the cost of the testing will be borne by the County.

Contractor shall provide and make available on the project at all times when work is being performed a superintendent that can fluently speak English. The Contractor shall provide the Inspector with contact information for the superintendent.

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

Provide mixture Type D using PG binder 70-22.

Provide mixture Type A using PG binder 64-14.

Target laboratory molded density is 96.5% for all mixtures without RAP and when using a Texas Gyration Compactor (TGC) for designing the mixture.

When using Superpave Gyration Compactor (SGC) to design mixtures, submit the SGC mix design to the Engineer for approval.

All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature	Test Method	Hamburg Wheel Test Requirements¹
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FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

<u>Binder Grade</u>		<u>Minimum # of Passes @ 0.5" Rut Depth, Tested @ 122°F</u>
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

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

Complete all roadways before final surface course placement, unless directed otherwise by County.

Ensure placement sequence to avoid excess distance of longitudinal joint lap-back not to exceed one day's production rates.

Submit any proposed adjustments or changes to a job mix formula to the Engineer before production of the new job mix formula.

Do not use TxDOT Special Provision 340-003. The Contractor is not permitted to use RAP (Recycled Asphalt Pavement) or RAS (Recycled Asphalt Shingles) as part of hot mix.

The Contractor shall provide saw cutting where necessary. This shall not be paid for directly, but shall be considered subsidiary to bid Item Dense-Graded Hot Mix Asphalt.

ITEM 354 – PLANNING AND TEXTURING PAVEMENT

Remove the loose material from the roadway before opening to traffic.

A single cut will be permitted if at most a 1¼-inch vertical offset is created against adjacent lanes when opened to traffic at the end of a work period.

Taper transverse faces at ends of passes as directed.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Contractor shall provide all traffic control measures to prosecute the work and to ensure a minimum inconvenience to traffic around the construction area. Should the Contractor's traffic control measures be found unsatisfactory by the Engineer, or Inspector, overlay operations shall cease until which time they are found satisfactory.

The Traffic Control Plan (TCP) for this project shall be as detailed on TxDOT standard plan sheet TCP (1-1)-12 thru TCP (1-4)-12 and the Texas Manual on Uniform Traffic Control Devices.

The Contractor will be required to maintain a minimum of one through lane in each direction on multi-lane roadways, except with the written approval by the Inspector. Two Lane roadways shall use single lane traffic control, which will require the use of

FORMAL AGREEMENT TO BE EXECUTED FOLLOWING BID AWARD

flagmen. This shall not be paid for directly, but shall be considered subsidiary to bid Item Dense-Graded Hot Mix Asphalt.

Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B

Limiting access to all side streets and driveways shall be minimized to the extent possible.

The Contractor's crew leader shall be a competent person who will be responsible and available on the project site or in the immediate area to insure compliance with the TCP.

ITEM 666 – REFLECTORIZED PAVEMENT MARKINGS

Type II ReflectORIZED Pavement Markings to be applied prior to Type I. Type I ReflectORIZED Pavement Markings to be applied no sooner than 7 days after applying Type III.

Contractor to reference all existing pavement markings (channel islands, cross walks, lane striping, etc.) and submit a sketch or layout of existing pavement markings to the Inspector prior to commencing work.