

## **Solicitation 1901-288**

### **Spring 2019 Fog Seal (Block House Creek and Woodland Park)**

**Bid Designation: Public**



**Williamson County, Texas**

## Bid 1901-288

### Spring 2019 Fog Seal (Block House Creek and Woodland Park)

Bid Number 1901-288  
 Bid Title Spring 2019 Fog Seal (Block House Creek and Woodland Park)  
 Expected Expenditure **\$285,000.00** (This price is expected - not guaranteed)

Bid Start Date In Held  
 Bid End Date Feb 27, 2019 3:00:00 PM CST  
 Question & Answer End Date Feb 22, 2019 5:00:00 PM CST

Bid Contact Blake Skiles  
 Senior Purchasing Specialist  
 512-943-1478  
 blake.skiles@wilco.org

Contract Duration 25 days  
 Contract Renewal Not Applicable  
 Prices Good for 365 days

Bid Comments **Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface subdivision cul-de-sacs for Spring 2019.**

#### Item Response Form

Item 1901-288-01-01 - Total Bid Price

Quantity 1 each

Unit Price

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

**Description**

Total Bid Price

Item 1901-288-01-02 - Please Attach All Documents To This Line

Quantity 1 each

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

**Description**

Please Attach All Documents To This Line





## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT  
SOLICITATION NUMBER 1901-288  
Spring 2019 Fog Seal (Block House Creek and Woodland Park)**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:  
Feb 27, 2019 3:00:00 PM CST**

**PROPOSALS WILL BE PUBLICLY OPENED:  
Feb 27, 2019 3:00:00 PM CST**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

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Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

- **Bidders are strongly encouraged to carefully read this entire IFB.**

- All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.**

**Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
100 Wilco Way  
Suite P101  
Georgetown, TX 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
- All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
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- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.
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## **Williamson County – Invitation for Bid (IFB)**

### **SECTION 1 - DEFINITIONS**

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

**Bid Documents** – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

**Bid** – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

**Bidder** – means a person or entity who submits a Bid in response to this IFB.

**Contract** – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Invitation for Bid (IFB)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Bidder** – means the liable Bidder to whom the County intends to award the Contract.

## **SECTION 2 - BID FORMAT AND SUBMISSION**

### **2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL**

Each Bid should be organized and items submitted in the order described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Price Sheet.
- C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.
- D. References. Please see Section 3.15, References, for more information.
- E. Bid Affidavit.
- F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

### **2.2 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 amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.**

## 2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Bid.
- B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
- C. The Bid's Federal Employer Identification Number.
- D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

## 2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## 2.5 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 the County.

## 2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

## 2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department  
Attn: **Bid Name and Number**  
901 South Austin Avenue  
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

### **3.4 SIGNATURE OF BIDDER**

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

### **3.8 WITHDRAWAL OF BID**

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

### **3.9 EVALUATION AND AWARD**

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

### 3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

### 3.11. REJECTION OR ACCEPTANCE

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 goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

### 3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate 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 that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

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

### 3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**

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

### **3.16 REFERENCES**

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. The IFB and its Addenda (if applicable); and
  2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. Terms and conditions of the Ensuing Agreement;
  2. The IFB its Addenda; and
  3. The Bidder's Bid.

### **4.3 OWNERSHIP OF BID**

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

### **4.4 DISQUALIFICATION OF BIDDER**

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

### **4.5 FUNDING**

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the 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.

#### 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

#### 4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

#### 4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful 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 the County termination for convenience.

#### 4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

#### 4.10 PROPRIETARY INFORMATION AND THE 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 Bid 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. 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.

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.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and 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 the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the 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 the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

#### **4.13 BID PREPARATION COSTS**

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

#### **4.14 INDEMNIFICATION**

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15<sup>th</sup>) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

#### **4.15 WAIVER OF SUBROGATION**

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

#### **4.16 RELATIONSHIP OF THE PARTIES**

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 SOLE PROVIDER**

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 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. 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.

#### **4.19 SEVERABILITY**

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

#### **4.20 EQUAL OPPORTUNITY**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

#### **4.21 NOTICE**

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

#### **4.23 COMPLIANCE WITH LAWS**

The County and the Successful Bidder 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 the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Successful Bidder at the end of its then-current fiscal year.

#### **4.28 FOB DESTINATION**

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

### **4.30 ASSIGNMENT**

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

### **4.31 SAFETY**

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. 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.

### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder 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 the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder 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 Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

### **4.33 ESTIMATED QUANTITIES**

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Additional Stipulations Section of this IFB.

### **4.35 SURVIVABILITY**

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

### **4.36 AIR QUALITY**

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

#### **4.37 ENTIRE AGREEMENT**

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

#### **4.38 PAYMENT**

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31<sup>st</sup>) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1<sup>st</sup>) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21<sup>st</sup>) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department  
Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)  
Phone: 512-943-1500

#### **4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT**

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

**If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB.** The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing 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 in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing 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 Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

#### **4.40 COOPERATIVE PURCHASING PROGRAM**

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### **4.41 INSURANCE REQUIREMENTS**

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

#### **4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS**

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

#### **4.43 LEGAL LIABILITY INFORMATION**

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

#### 4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### 4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. If the contractor or Subcontractor and affected worker do not agree before the fifteenth (15<sup>th</sup>) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11<sup>th</sup>) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

#### **4.46 CONFIDENTIALITY**

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.



## **Additional Stipulations**

### **1 Additional Stipulations**

#### **1.1 Introduction**

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

#### **1.2 Contract Administrator**

J. Terron Evertson, P.E. (or successor), County Engineer, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

#### **1.3 Time for Performance**

A time frame of twenty-five (25) days (twenty (20) to substantial completion / an additional five (5) to final completion) is given for completion of plans on this bid. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are \$200 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of \$200 per working day.

## Additional Stipulations - Bid

## 1.4 Performance and Payment Bonds

To the extent, this IFB is for the procurement of a public work contract, and the following shall apply:

Texas Local Government Code, Chapter 262.032, 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.

Texas Government Code, Chapter 2253.021, 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 and delivered to the County **prior to issuing Notice to Proceed**. 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.

## 1.5 Bidder's Bonds

All Bids requiring a Bid Bond shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five (5) percent of the total maximum bid price, payable without recourse to the 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 and deliver to the County performance and payment bonds prior to being recommended for award of the 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.

## 1.6 Warranty Bonds

**When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed**, and shall be in the amount of **twenty (20) percent of the total project construction cost**. This Warranty Bond shall be security for the true and faithful performance of all warranties for two (2) years from the date of final payment. 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.

## Additional Stipulations - Bid

**1.7 Insurance Requirements**

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision.

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

- |    |  |                        |
|----|--|------------------------|
| A. | Worker's Compensation  | Statutory – Texas Law  |
| 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	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

Successful Bidder's property will not be covered by any insurance that may be carried by the County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

## Additional Stipulations - Bid

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certificate of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

**Workers' Compensation Coverage Requirements**

The Texas Labor Code, Section 406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as the County. The rule requires the County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, Section 402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-3553, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

- A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

## Additional Stipulations - Bid

1. Certificate of coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
  2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 406.096(e)(1).
  3. Contractor – A person bidding for or awarded a building or construction project by Williamson County.
  4. Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, Section 401.011(44).
  5. Coverage agreement – A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
  6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.
  7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
  8. Project – Includes the provision of all services related to a building or construction contract for the County.
- 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 the Texas Labor Code, Section 401.011(44), for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

## Additional Stipulations - Bid

- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the County:
  - 1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - 1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the project, for the duration of the project;
  - 2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - 3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

## Additional Stipulations - Bid

4. Obtain from each other person with whom it contracts, and provide to the contractor:
    - i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - ii. (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  6. Notify the County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  7. Contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7, with the certificates of coverage to be provided to the person for whom they are providing services
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of Contract by the contractor which entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

## **General Notes and Technical Specifications**

### **Cul-De-Sac Fog Seal Spring 2019**

#### **Definition of Terms**

Fog Seal Season: October 1 through June 30.

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

Contractor: Successful bidder of the attached invitation to bid.

Engineer: Williamson County Engineer, or designee.

Inspector: Engineer's designee assigned, full or part time, to the contractor's crew for the oversight of the work.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

TxDOT: Texas Department of Transportation.

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the inspector) for a continuous period of at least 6 hrs. (excluding lunch) between 8:00 A.M. and 5:00 P.M.

#### **General Notes**

All work performed and all products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November 1, 2014, and as amended and/or updated, 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 Proceed on this project. This fog seal project shall begin within five (5) working days after such notification and shall continue for twenty (20) working days.

Contractor shall not work after the ending of fog seal season (June 30), except with the approval of the Engineer.

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

Prior to commencing fog seal applications, all cul-de-sac residents 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 within the next 3 hours. Contractor shall provide

the County with a background check on all persons the Contractor proposes to utilize in informing residents. No person with convictions, other than traffic violations, on their back ground check will be allowed to inform residents that the fog seal application is about to occur.

If there is a manufacturer/authorized dealer certification requirement for applying a proposed product, the Contractor must be approved by the manufacturer/authorized dealer as a certified applicator.

The Contractor shall not apply a fog seal the day before or on the actual day that a street is to receive garbage, recycling or waste collection. Contractor shall research the applicable garbage, recycling or waste collection schedule for each street prior to bidding.

Contractor shall provide a cul-de-sac by cul-de-sac schedule before any work shall begin.

Contractor shall not apply fog seal to more than 8 cul-de-sacs per crew in one working day.

Contractor shall not fog seal or apply asphaltic material to roadway surface before 9:00 am or after 2:00 pm, unless directed by the Engineer.

The County shall notify abutting property owners twice of upcoming fog seal operations by means of door hangers. The first door hanger will be distributed ten (10) to fourteen (14) days prior to fog seal application, while the second door hanger will be distributed two (2) days prior to fog seal application.

Contractor will coordinate daily with the County for a listing of cul-de-sacs that have received advanced notice of fog seal operations (door hangers). Contractor shall not begin fog seal operations on streets in which no advance notice has been provided to the residents.

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.

Contractor shall cover up an entire vehicle where vehicles are parked within 30 feet of the fog seal operation.

Contractor is responsible for cleaning up any overspray fog seal material to curb/gutter or driveway.

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.

An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the Inspector with contact information for the Superintendent.

Contractor shall provide at least one portable restroom near the work site(s) at all times in order to provide a bathroom to individuals providing work hereunder. Contractor shall monitor and prevent its employees and any of its subcontractors that are providing work on the project from urinating or defecating on property in, on or adjacent to the areas in which work is being performed.

### **ITEM 300 – Asphalts, Oils, and Emulsions**

Contractor shall use a Hard Residue Surface Sealant specialty emulsion for fog seal operations that meet requirements in Special Provision 300-03 (MOD).

### **SPECIAL PROVISION 300-03 (MOD)**

**Article 300.2.5., “Specialty Emulsions.”** Specialty emulsions shall be asphalt-based, must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

### **ITEM 315 – Fog Seal**

**315.1. Description.** Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

**315.2. Materials.** Use emulsified asphalt of the type and grade shown on the plans that meet the requirements of Item 300, “Asphalts, Oils, and Emulsions.” Provide water free of industrial wastes and other objectionable matter.

Use a quantity of emulsified asphalt in the mixture, expressed as a percentage of total volume, which meets the percentage shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.18 gallons per square yard has been used for estimating purposes.

**315.3. Equipment.** Provide applicable equipment in accordance with Article 316.3, "Equipment." Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads.

**315.4. Construction.** Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material; blow dry damped area; mask off manhole cover and water valve cover before sealing. This will be considered subsidiary to Item 315.

Fog seal shall only be applied in the following conditions: Pavement temperature is 60 degrees and rising not to exceed 130 degrees, air temperature is 60 degrees and rising not to exceed 90 degrees, and dew point separation is 15 degrees or more below the air temperature. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

Application of the fog seal should be conducted using the distributor spray bars and nozzles to the extent possible. Except where absolutely necessary, hand or wand work shall not be utilized.

The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions." Apply the material within 15°F of the selected temperature.

Use paper or other approved material at beginning and end of each shot to construct a straight transverse joint and prevent overlapping applied material.

Use sufficient pressure to flare the nozzles fully.

Distribute material at the rate shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.18 gallons per square yard has been used for estimating purposes.

Do not apply asphalt to the roadway until traffic control methods and devices are in place as shown on the plans or as directed. Do not open the treated surface to traffic until directed by the Engineer. When an excessive quantity of asphalt is applied, furnish and uniformly distribute clean, fine sand on the surface to blot the excess. Maintain ingress and egress as directed by applying sand to freshly sealed areas.

**315.5. Measurement.** This Item will be measured by the gallon of specialty emulsified asphalt used in the specialty emulsified asphalt and water mixture.

**315.6. Payment.** The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Fog Seal" of the type and grade specified. This price is full compensation for materials, equipment, labor, tools, and incidentals. Blotter sand will not be paid for directly but will be subsidiary to this Item.

### **ITEM 316 – Surface Treatments**

#### **316.3. Equipment.**

**A. Distributor.** Furnish a distributor that will apply the asphalt material uniformly at the specified rate or as directed. Stop application if asphalt application is not uniform due to streaking, ridging, formation of excess asphalt, or inability of asphalt to remain at applied location. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause for non-uniform application. If the cause is high or low viscosity of the emulsion, no further asphalt application will occur until material meeting the contract specifications is provided.

The Engineer may stop asphalt application and require test strips at the Contractor's expense if any of the following occurs: 1) non-uniformity continues after corrective action, 2) on three consecutive shots, application rate differs by more than 0.02 gallons per square yard from the desired rate, or 3) any shot differs by more than 0.04 gallons per square yard from the desired rate.

**1. Transverse Variance Rate.** When a transverse variance rate is shown on the plans, ensure that the nozzles outside the wheel paths will output a predetermined percentage more of asphalt material by volume than the nozzles over the wheel paths.

#### **2. Calibration.**

**a. Transverse Distribution.** Furnish a distributor test report, no more than 1 yr. old, documenting that the variation in output for individual nozzles of the same size does not exceed 10% when tested at the greatest shot width in accordance with Tex-922-K, Part III.

Include the following documentation on the test report:

- the serial number of the distributor,
- a method that identifies the actual nozzle set used in the test, and
- the fan width of the nozzle set at a 12-in. bar height.

When a transverse variance rate is required, perform the test using the type and grade of asphalt material to be used on the project. The Engineer may verify the transverse rate and distribution at any time. If verification does not meet the requirements, correct deficiencies and furnish a new

test report.

- b. Tank Volume.** Furnish a volumetric calibration and strap stick for the distributor tank in accordance with Tex-922-K, Part I.

Calibrate the distributor within the previous 5 years of the date first used on the project. The Engineer may verify calibration accuracy in accordance with Tex-922-K, Part II.

### **ITEM 502 - Barricades, Signs, and Traffic Handling**

This item will not be paid for directly but shall be considered subsidiary to various bid items.

Contractor shall provide all traffic control measures to prosecute the work.

The driveway(s) for each residence in the cul-de-sac shall have cones or TY III barricades placed to remind residents of the fog seal work.

Contractor shall assign at least one competent employee to each cul-de-sac that has received a fog seal application but has not yet been opened to traffic. This employee will ensure that traffic does not drive on the non-cured fog seal.

Traffic control suitable methods shall be used by the Contractor to protect the fog seal from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of the Work. The Engineer shall be notified of the methods to be used.

In areas which are subject to an increased rate of sharp turning vehicles, additional time may be required for a more complete cure of the fog seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a fog seal and should be accepted.

The Contractor will be required to maintain a minimum of one through lane in each direction during daylight hours, on all roadways, except with 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 emulsified fog seal.

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 ensure compliance with the TCP.

**ITEM 3028 – Frictional Asphaltic Surface Preservation Treatment**

The frictional asphaltic surface preservation treatment sealer shall be a professional grade formula such as:

1. Ergon Asphalt & Emulsions, Inc. – Onyx, Frictional Mastic Surface Treatment.
2. Engineer Approved Equal.

County will pay to the Contractor, for the satisfactory performance of the work, a specified unit price per square yard of frictional asphaltic surface preservation treatment. 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.

If there is a manufacturer/authorized dealer certification requirement for applying a proposed product, the Contractor must be approved by the manufacturer/authorized dealer as a certified applicator.

**WILLIAMSON COUNTY****GOVERNING SPECIFICATIONS**

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS, SPECIAL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

( ) REFERENCE ITEMS USED ON THIS CONTRACT

ITEMS 1 - 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 315	FOG SEAL (300)(316)
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 662	WORK ZONE PAVEMENT MARKINGS
ITEM 666	REFLECTORIZED PAVEMENT MARKINGS (678)
ITEM 3028	FRictionAL ASPHALTIC SURFACE PRESERVATION TREATMENT (300)(316)

SPECIAL SPECIFICATIONS: THE CONTENT OF THE SPECIAL SPECIFICATIONS ARE INCLUDED ON THE FOLLOWING PAGES:

SPECIAL SPECIFICATION 3028

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES:

SPECIAL PROVISION TO ITEM 300	(300---003) (MOD)
SPECIAL PROVISION TO ITEM 300	(300---009)

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# Special Specification 3028

## Frictional Asphaltic Surface Preservation Treatment



### 1. DESCRIPTION

Apply a surface preservation treatment consisting of one or more applications of a single layer of asphaltic and aggregate material.

### 2. MATERIALS

Furnish materials in accordance with the following:

#### 2.1. Asphalt.

Furnish an emulsified asphalt in accordance with Table 1. Provide water in accordance with Article 204.2., "Materials."

Table 1. Emulsified Asphalt

Property	Test Procedure	Min	Max
Viscosity	T 59	20	100
Particle Charge Test	T 59	Positive	
Sieve, %	T 59	0	0.1
Residue by Distillation, percent	T 59	60	-
Penetration at 77°F, 100 g, 5 sec.	T 49	40	150

Use a quantity of emulsified asphalt in the mixture, expressed as a percentage of total weight, the percentage shown on the plans, or as directed.

#### 2.2. Aggregate. Furnish aggregate meeting Item 302, "Aggregates for Surface Treatments," of the grade shown in Table 2.

Table 2. Aggregates

Physical Properties <sup>1</sup>			
Property	Test Procedure	Min.	Max.
Water Absorption, %	T 84	-	4
Micro-Deval, %	D 7428 <sup>2</sup>	-	20
Gradation <sup>3</sup>			
Sieve	Standard	Master Grading Band Limits Percent Passing	
No. 8	C 136	100	
No. 16	C 136	85-100	
No. 30	C 136	75-100	
No. 60	C 136	10-40	
No. 100	C 136	0-10	
No. 200	C 117	0-5	
			Target Tolerance
			± 5
			± 5
			± 5
			± 1

1. Perform physical property tests on aggregates that are received before blending into sealer.
2. Micro-Deval on aggregate larger than No. 60 sieve U.S.

#### 2.3. Additives. Add clay, polymers, water, and other additives as required. Use a minimum of 4% polymer by weight. Furnish water free of industrial wastes and other objectionable matter.

or:

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**Other Additives.** Use approved additives as recommended by the Frictional Asphaltic Surface Preservation Treatment manufacturer when necessary to adjust mix time in the field.

### 3. MIX DESIGN

3.1 Furnish a laboratory mix design meeting the requirements shown in Table 3:

**Table 3. Laboratory Mix Design**

Test	Test Procedure	Min	Max
Wet-Track Abrasion Loss, 3 day soak, g/m <sup>2</sup>	D 3910 <sup>1</sup>	--	80
Asphalt Content by Ignition Method, %	T 308	30	--
Dynamic Friction Test Number, 20 kph	E 1911 <sup>2</sup>	0.90	--

1. Use the modified method to account for realistic application depth and fine emulsion mixture.
2. Establish base friction value using prepared laboratory compacted slab of approved mix as surface to be tested. The Dynamic Friction Test (DFT) number ratio should indicate that after application of the mastic seal, the surface retains required minimum percentage DFT number of the original pavement surface.

3.2 Furnish a production or field sample meeting the requirements shown in Table 4:

**Table 4. Production or Field Sample**

Test	Test Procedure	Min	Max
Solids Content by Evaporation, %	T 59 <sup>1</sup>	48	--
Asphalt Content by Ignition Method, %	T 308 <sup>3</sup>	30	--
Rotational Viscosity, 20 rpm, RV spindle, 25°C, cP	D 2196 <sup>2</sup>	800	4000
Temperature for storage and application, °F	--	60	130

1. Dry specimens to a state where measurements taken 20 minutes apart do not change.
2. Test samples within 7 days.
3. Reduce sample size to achieve asphalt quantity. It is very important that this test be performed on a completely dry sample.

### 4. EQUIPMENT

4.1 **Mixing Plant.** Provide a stationary pugmill, weigh-batch, or continuous mixing plant as approved. Equip plants with digital proportioning and metering devices that produce a uniform mixture of asphalt, aggregate and additives in the specified proportions.

4.2 **Distributor.** Provide applicable equipment in accordance with Article 316.3., "Equipment." Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads. Furnish a distributor capable of keeping the Frictional Asphaltic Surface Preservation Treatment in uniform suspension and adequately mixing the asphalt, aggregate and additives.

4.3 **Asphalt Storage and Handling Equipment.** When using storage tanks, furnish a thermometer in each tank to continuously indicate the asphalt temperature. Keep equipment clean and free of leaks. Keep asphalt material free of contamination. Furnish storage tanks capable of keeping the Frictional Asphaltic Surface Preservation Treatment in uniform suspension and adequately mixing the asphalt, aggregate and additives.

### 5. CONSTRUCTION

5.1 **Adverse Weather Conditions.** Do not place mixture when, in the Engineer's opinion, general weather conditions are unsuitable. Meet the requirements for air and surface temperature shown below.

5.1.1 **Standard Temperature Limitations.** Apply mixture when air temperature is above 50°F and rising. Do not apply mixture when air temperature is 60°F and falling. In all cases, do not apply mixture when surface temperature is below 60°F.

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- 5.1.2. **Cool Weather Night Air Temperature.** The Engineer reserves the right to review the **National Oceanic and Atmospheric Administration (NOAA)** weather forecast and determine if the nightly air temperature is suitable for mixture placement.
- 5.1.3. **Cold Weather Application.** When mixture application is allowed outside of the above temperature restrictions, the Engineer will approve the mixture and the air and surface temperatures for application. Apply mixture at air and surface temperatures as directed.
- 5.2. **Surface Preparation.** Remove existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material before applying. When shown on the plans, remove vegetation and blade pavement edges.
- 5.3. **Application.** Apply the mixture when the air temperature is at or above 60°F, or above 50°F and rising. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.
- Distribute material at the following rates or as directed:
- First application: 1.0 to 1.5 lbs per SY.
  - Second application: 1.0 to 1.5 lbs per SY.
  - Total application after the second application: 2.5 lbs per SY minimum.
- 5.4. **Edges.** Adjust the shot width so operations do not encroach on traffic or interfere with the traffic control plan, as directed. Use paper or other approved material at the beginning and end of each shot to construct a straight traverse joint. Unless otherwise approved, match longitudinal joints with the lane lines. The Engineer may require a string line if necessary to keep the edge straight. Use sufficient pressure to flare the nozzles fully.
- 5.5. **Workmanship.** Immediately take corrective action if treatment material is exhibiting evidence of poor workmanship, delayed opening to traffic, or surface irregularities, including streaks, uncoated, and blotchy areas. The Engineer may allow placement to continue for no more than one day of production while taking appropriate action. Suspend application if the problem still exists after one day until the problem is corrected to the satisfaction of the Engineer.
- 5.6. **Opening to Traffic.** Open the treated surface to traffic when directed. Furnish and uniformly distribute clean, fine sand on the surface to blot the excess when an excessive quantity of mixture is applied. Maintain ingress and egress as directed by applying sand to freshly treated areas.

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## 6. MEASUREMENT

Frictional Asphaltic Surface Preservation Treatment will be measured by the ton or by the square yard of the composite Frictional Asphaltic Surface Preservation Treatment mixture, which includes asphalt emulsion, aggregate, and additives. At the completion of the project, any unused Frictional Asphaltic Surface Preservation Treatment will be weighed back and deducted from the accepted Frictional Asphaltic Surface Preservation Treatment quantity delivered.

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## 7. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit bid price per ton or square yard for "Frictional Asphaltic Surface Preservation Treatment." This price is full compensation for preparing the existing surface (including removing existing raised pavement markers); furnishing, hauling, preparing, and placing materials; and equipment, labor, tools, and incidentals.

300-003 (MOD)

## Special Provision to Item 300 Asphalts, Oils, and Emulsions



For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Section 300.2.5., "Specialty Emulsions."** The first sentence is voided and replaced with the following:

Specialty emulsions shall be either asphalt-based, and must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

**Section 300.2.5., "Specialty Emulsions,"** is supplemented by the following:

**Table 11A  
Hard Residue Surface Sealant**

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	T 53 <sup>1</sup>	250	--
Uniformity	D 2939	Pass <sup>2</sup>	
Resistance to heat	D 2939	Pass <sup>3</sup>	
Resistance to water	D 2939	Pass <sup>4</sup>	
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional) <sup>5</sup>	D 2939	Pass <sup>6</sup>	
Ultraviolet exposure, UVA-340, 0.77 W/m <sup>2</sup> , 50°C chamber, 8 hours UV lamp, 5 min spray, 3 hours 55 minutes condensation, 1000 hr total exposure <sup>7</sup>	G 154	Pass <sup>8</sup>	
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	15	30
Flash point, Cleveland open cup, °F	T 48	500	
Tests on base asphalt before emulsification			
Solubility in trichloroethylene, %	T 44	98	--

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

300-009

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## Special Provision to Item 300 Asphalts, Oils, and Emulsions

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Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 300.2., "Materials."** The first paragraph is voided and replaced by the following.

Provide asphalt materials that meet the stated requirements when tested in accordance with the referenced Department, AASHTO, and ASTM test methods. Use asphalt containing recycled materials only if the recycled components meet the requirements of Article 6.9, "Recycled Materials." Provide asphalt materials that the Department has preapproved for use in accordance with Tex-545-C, "Asphalt Binder Quality Program."

Inform the Department of all additives or modifiers included in the asphalt binder as part of the facility quality plan, as required by Tex-545-C, "Asphalt Binder Quality Program," and provide that information to Department personnel. The Department reserves the right to prohibit the use of any asphalt additive or modifier.

**Section 300.2.10. "Performance-Graded Binders,"** is supplemented by the following:

Limit the use of polyphosphoric acid to no more than 0.5% by weight of the asphalt binder.

Limit the use of re-refined engine oil bottoms to no more than 5.0% by weight of the asphalt binder.

**BLOCK HOUSE CREEK ESTIMATED AREA**

ROAD NAME	SUBDIVISION	TRASH DAY	CUL-DE-SAC AREA (syd)
Spy Cove	Block House Creek Models	Wednesday	1,429.71
Claudia Drive	Block House Creek Ph C Sec 1	Wednesday	288.79
Hutton Lane	Block House Creek Ph C Sec 1	Wednesday	264.31
Hutton Court	Block House Creek Ph C Sec 2	Wednesday	553.33
Catalina Drive	Block House Creek Ph D Sec 1	Wednesday	288.60
Dillon Lake Bend	Block House Creek Ph D Sec 1	Wednesday	901.71
Catalina Drive	Block House Creek Ph D Sec 2	Wednesday	292.64
Dillon Lake Bend	Block House Creek Ph D Sec 2	Wednesday	277.84
Mcdowell Bend	Block House Creek Ph D Sec 2	Wednesday	294.21
Rosspport Bend	Block House Creek Ph D Sec 2	Wednesday	885.32
Catlin Cove	Block House Creek Ph D Sec 3	Wednesday	552.92
Mcdowell Bend	Block House Creek Ph D Sec 4	Wednesday	590.30
Socorro Bend	Block House Creek Ph D Sec 4	Wednesday	584.23
Mojave Bend	Block House Creek Ph D Sec 5	Wednesday	836.72
Socorro Bend	Block House Creek Ph D Sec 5	Wednesday	271.95
Lone Wolf Drive	Block House Creek Ph D Sec 608	Wednesday	551.25
Mixtli Cove	Block House Creek Ph D Sec 608	Wednesday	551.65
Spotted Eagle Drive	Block House Creek Ph D Sec 608	Wednesday	551.21
Zyanya Cove	Block House Creek Ph D Sec 608	Wednesday	570.71
Jadestone Drive	Block House Creek Ph E Sec 501	Wednesday	845.82
Kicking Bird Drive	Block House Creek Ph E Sec 501	Wednesday	555.05
Red Heron Drive	Block House Creek Ph E Sec 501	Wednesday	327.45
Snelling Cove	Block House Creek Ph E Sec 501	Wednesday	561.69
Copper Leaf Lane	Block House Creek Ph E Sec 502	Wednesday	288.28
Mones Lane	Block House Creek Ph E Sec 502	Wednesday	638.44
Snelling Drive	Block House Creek Ph E Sec 502	Wednesday	289.33
Bottle Springs Lane	Block House Creek Ph E Sec 503	Wednesday	285.57
Copper Leaf Lane	Block House Creek Ph E Sec 503	Wednesday	287.67
English River Loop	Block House Creek Ph E Sec 610	Wednesday	602.55
Spotted Eagle Drive	Block House Creek Ph E Sec 610	Wednesday	605.75
Shipshaw River Cove	Block House Creek Ph E Sec 612	Wednesday	546.65
Cree Lake Court	Block House Creek Ph E Sec 614	Wednesday	630.64
Shipshaw River Drive	Block House Creek Ph E Sec 614	Wednesday	366.92
Stockton Drive	Block House Creek Ph E Sec 614	Wednesday	386.54
Echo Bay Court	Block House Creek Ph F Sec 1	Wednesday	610.53
Moser River Drive	Block House Creek Ph F Sec 1	Wednesday	551.31
Port Anne Way	Block House Creek Ph F Sec 1	Wednesday	592.53
Port Daniel Drive	Block House Creek Ph F Sec 1	Wednesday	626.35
Digby Court	Block House Creek Ph F Sec 2	Wednesday	551.50
Picton Court	Block House Creek Ph F Sec 2	Wednesday	618.24
Pine Portage Loop	Block House Creek Ph F Sec 2	Wednesday	597.21
Chardonnay Crossing	Block House Creek Ph G	Wednesday	300.14
Faustino Cove	Block House Creek Ph G	Wednesday	555.71
Jordan Cove	Block House Creek Ph G	Wednesday	540.63

**BLOCK HOUSE CREEK ESTIMATED AREA**

ROAD NAME	SUBDIVISION	TRASH DAY	CUL-DE-SAC AREA (syd)
Spumanti Lane	Block House Creek Ph G	Wednesday	829.71
Lambrusco Lane	Block House Creek Ph H	Wednesday	557.40
Dayna Cove	Block House Creek Ph Z	Wednesday	564.55
Gabriel Mills Drive	Block House Creek Sec 1	Wednesday	343.66
Hopewell Court	Block House Creek Sec 1	Wednesday	650.04
Hunt Circle	Block House Creek Sec 1	Wednesday	623.54
Rattan Circle	Block House Creek Sec 1	Wednesday	565.92
Chert Cove	Brushy Creek North Sec 1	Thursday	636.04
Hilltop Street	Brushy Creek North Sec 1	Thursday	565.89
Valley View Cove	Brushy Creek North Sec 1	Thursday	575.59
Apache Pass	Lookout at Brushy Creek	Tuesday	530.98
Brushy Creek Trail	Lookout at Brushy Creek	Tuesday	512.64
Comanche Circle	Lookout at Brushy Creek	Tuesday	533.58
Lookout Circle	Lookout at Brushy Creek	Tuesday	512.10
Tonkawa Ridge	Lookout at Brushy Creek	Tuesday	584.96
Friends Camp	Pennington Place		584.16
Meadow Turn	Pennington Place		551.45
Pennington Lane	Pennington Place		622.61
Alexander Drive	Settlement at Block House Creek Sec 2	Wednesday	666.44
Armstrong Drive	Settlement at Block House Creek Sec 2	Wednesday	551.10
Milton Cove	Settlement at Block House Creek Sec 2	Wednesday	552.77
N Stuart Cove	Settlement at Block House Creek Sec 2	Wednesday	555.56
S Stuart Cove	Settlement at Block House Creek Sec 2	Wednesday	610.30
S Walker Drive	Settlement at Block House Creek Sec 2	Wednesday	660.70
Autrey Drive	Settlement at Block House Creek Sec 3	Wednesday	303.35
Beverly Cove	Settlement at Block House Creek Sec 3	Wednesday	633.64
Cynthia Court	Settlement at Block House Creek Sec 3	Wednesday	580.96
Kathleen Cove	Settlement at Block House Creek Sec 3	Wednesday	562.15
Kathleen Lane	Settlement at Block House Creek Sec 3	Wednesday	323.01
Phillip Cove	Settlement at Block House Creek Sec 3	Wednesday	579.33
Tracy Cove	Settlement at Block House Creek Sec 3	Wednesday	578.17
Glen Burnie Circle	Shenandoah Sec 1	Wednesday	630.01
White Circle	Shenandoah Sec 1	Wednesday	551.41
Potomac Circle	Shenandoah Sec 2	Wednesday	435.13
Jackson Drive	Shenandoah Sec 4	Wednesday	211.09
Valley Pike Road	Shenandoah Sec 4	Wednesday	165.91
Acacia Drive	Stonehurst	Wednesday	1,463.51
Valley View Circle	Valley View	Wednesday	470.21
Valley View Drive	Valley View	Wednesday	444.15
Champagne Court	Vineyard at Block House Creek Sec 1	Wednesday	639.94
La Crema Court	Vineyard at Block House Creek Sec 1	Wednesday	904.23
St Genevieve Drive	Vineyard at Block House Creek Sec 1	Wednesday	621.41
Madeira Cove	Vineyard at Block House Creek Sec 2	Wednesday	566.50
Merlot Cove	Vineyard at Block House Creek Sec 3	Wednesday	558.37

**BLOCK HOUSE CREEK ESTIMATED AREA**

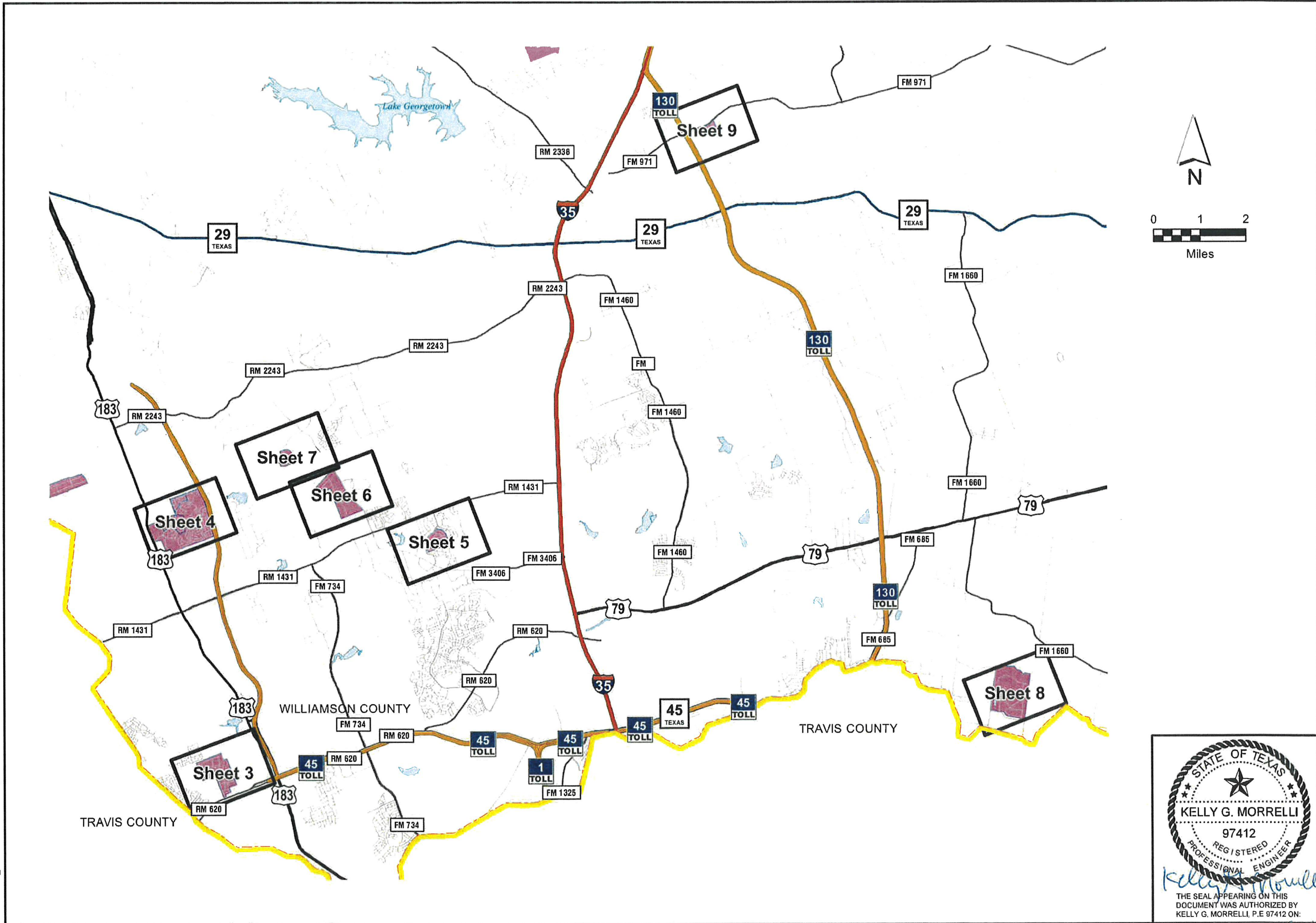
<b>ROAD NAME</b>	<b>SUBDIVISION</b>	<b>TRASH DAY</b>	<b>CUL-DE-SAC AREA (syd)</b>
Napa Valley Bend	Vineyard at Block House Creek Sec 3	Wednesday	853.16
St Genevieve Drive	Vineyard at Block House Creek Sec 3	Wednesday	289.46
<b>TOTAL ESTIMATED AREA</b>			49,607
NOTE: QUANTITIES ARE FOR ESTIMATING PURPOSES ONLY			

Williamson County, Texas  
**WOODLAND PARK CUL-DE-SACS**

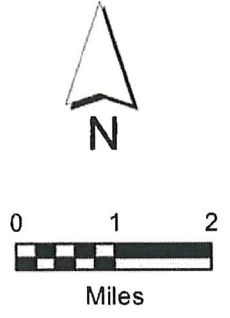
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ROAD	SUBDIVISION	TRASH DAY	AREA (syd)
Richard Road	5 R M Ranch	Tuesday and Thursday	396.45
*** Kuskokwim Road	Breakaway Park Sec 2	Wednesday	503.64
*** Post River Road	Breakaway Park Sec 2	Wednesday	444.61
*** Chitina Court	Breakaway Park Sec 3	Wednesday	511.25
*** Taku Road	Breakaway Park Sec 3	Wednesday	661.73
Carriage Oaks Drive	Carriage Oaks Estates Ph 2	Friday	544.81
Liberty Oaks Drive	Carriage Oaks Estates Ph 2	Friday	530.18
Canterbury Court	Carriage Oaks Ph 1	Friday	644.84
Flint Rock Cove	Carrington Ranch Ph 1	Friday	274.39
Caladium Court	Crystal Knoll Terrace PUD Unit 1	Wednesday and Monday	618.87
Hickory Tree Drive	Crystal Knoll Terrace Unit 3	Wednesday and Monday	579.94
Osage Court	Crystal Knoll Terrace Unit 3	Wednesday and Monday	1,183.02
Wisteria Drive	Crystal Knoll Terrace Unit 3	Wednesday and Monday	584.52
Montell Drive	Escalera Ranch Sec 2 PUD	Wednesday	848.83
Marshall Court	Escalera Ranch Sec 4 PUD	Wednesday	758.61
Covington Cove	Escalera Ranch Sec 5 PUD	Wednesday	1,252.52
Folsom Court	Escalera Ranch Sec 5 PUD	Wednesday	928.25
Marcos Drive	Escalera Ranch Sec 5 PUD	Wednesday	150.32
Estates of Brushy Creek Drive	Estates of Brushy Creek Sec 1	Tuesday	812.81
West Creekbend Cove	Estates of Brushy Creek Sec 1	Tuesday	924.81
Huntclub Drive	Foxwood		390.43
Steeplechase Lane	Foxwood		330.70
Skyview Terrace	High Gabriel West Sec 2	Thursday	619.04
Indian Creek Cove	Indian Creek	Tuesday and Friday	562.04
Ironhorse Trail	Indian Creek	Tuesday and Friday	643.68
Long Knife Circle	Indian Creek	Tuesday and Friday	556.85
N Lakewoods Drive	Lakewood Estates	Thursday	350.03
Kyle Lane	North Lakewood Sec 4		459.01
Fairview Cove	Pecan Hills		374.17
Haneman Cove	Post Oak Estates		687.03
Fair Oaks Street	Ridgmar Landing	Wednesday	651.27
W Windemere	Ridgmar Landing	Wednesday	683.83
Warfield	Ridgmar Landing	Wednesday	464.85
Deep Lake Circle	River Bend Oaks	Friday	343.44
River View Road	River Bend Oaks	Friday	384.01
Ryders Ridge	Saddlebrook Estates Sec 2	Wednesday	434.13
Sharon Court	Saddlebrook Estates Sec 2	Wednesday	343.54
Skyler's Circle	Saddlebrook Estates Sec 2	Wednesday	369.24
Owen Circle	Smithwood		392.83
Terrace Cove	Terrace Hill		755.82
Starwood Drive	The Place (unrecorded)	Wednesday	546.11
Turtle Cove	Turtle Bend Sec 1	Wednesday and Thursday	534.86
Snapper Cove	Turtle Bend Sec 2	Wednesday and Thursday	493.96
*** Grandridge Trail	Whippoorwill Acres	Wednesday	497.74
Amanda's Way	Wiley Creek Estates Ph 2	Thursday	767.52
Shady Grove	Woodland Park Ph 1-A	Thursday	546.33
W Red Bud Meadow	Woodland Park Ph 1-A	Thursday	568.27
Sunny Grove Lane	Woodland Park Ph 1-B	Thursday	539.46
Shady Elm Drive	Woodland Park Ph 3-C	Thursday	548.89
Canyon Lookout Lane	Woodland Park Ph 4-B	Thursday	1,172.14
Young Ranch Road	Young Ranch		765.97
			<b>29,931.59</b>
*** These Cul-de-Sacs will fog seal with Frictional Asphaltic Surface Preservation Treatment per Bid Item 3028-6002.			





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 PLOT TIME: Apr 28, 2014 - 9:55am  
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NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY  
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CUL-DE-SAC FOG SEAL -  
 SUBDIVISION SEAL COAT 2014  
 KEY SHEET



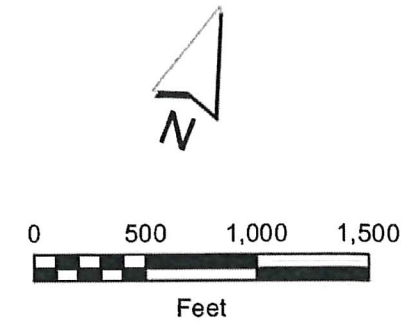
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 REVIEWED: KOK

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 OF 11

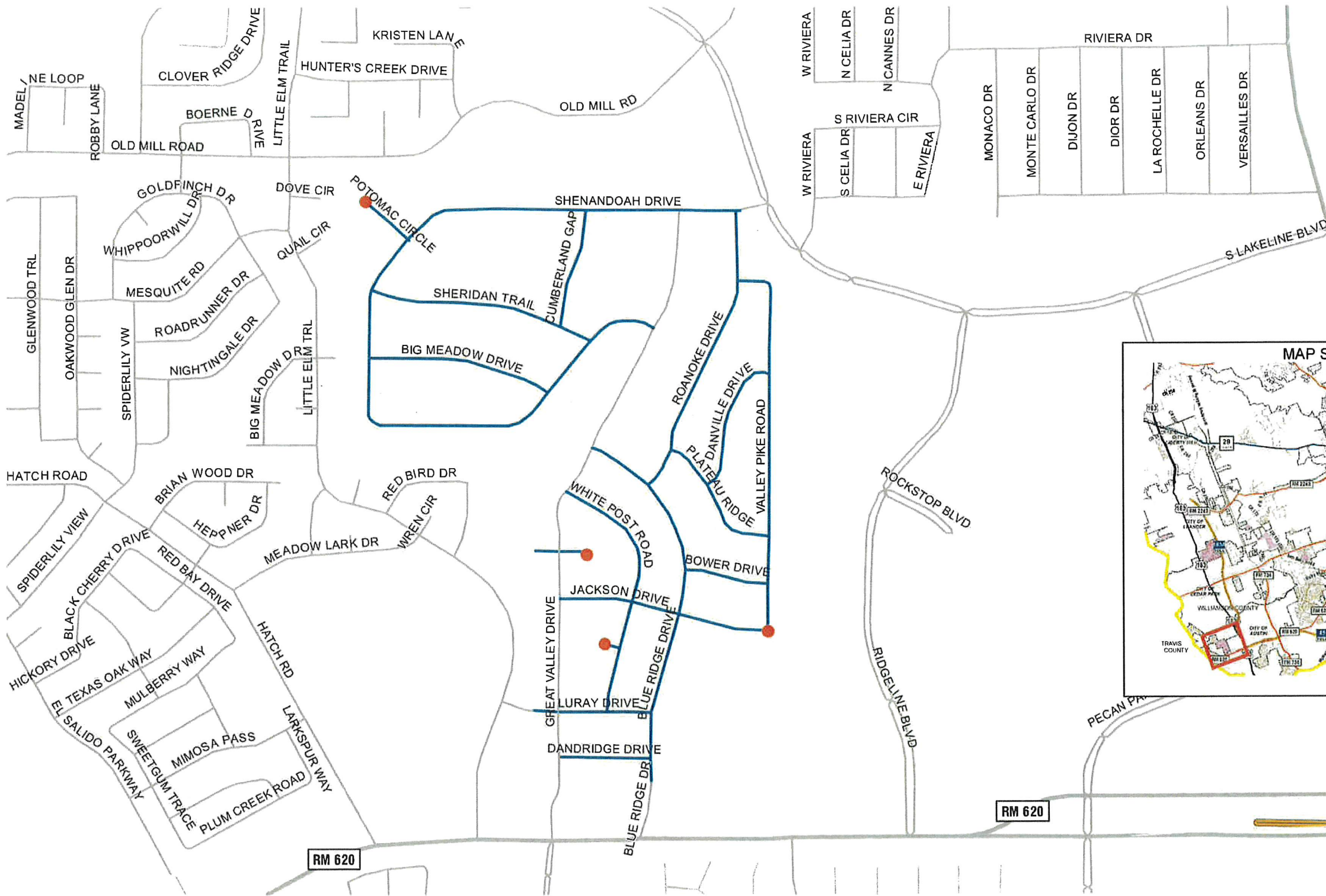
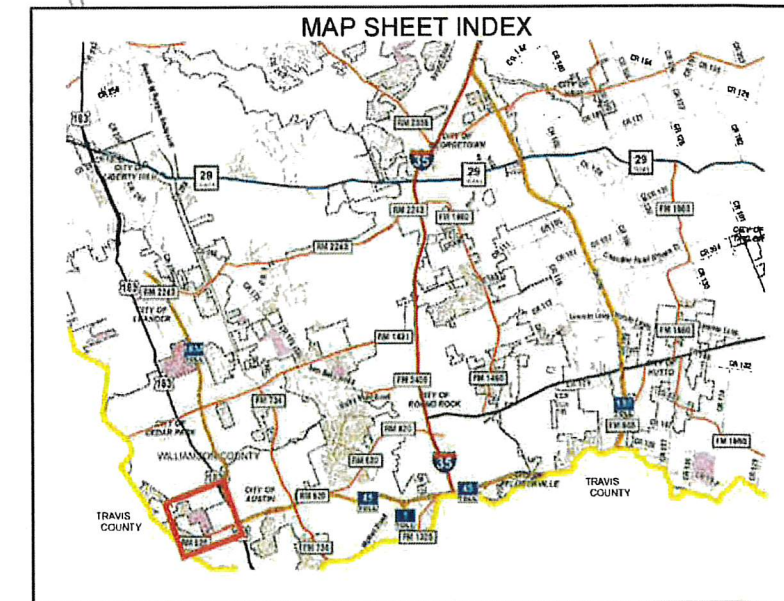
*Kelly G. Morrelli*  
 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KELLY G. MORRELLI, P.E. 97412 ON: 4/28/14

**Legend**

● 2014 Cul-de-sacs to be Fog Sealed



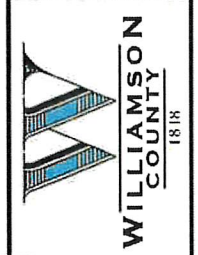
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CUL-DE-SAC FOG SEAL -  
SUBDIVISION SEAL COAT 2014  
MAP SHEET 3



*Kelly G. Morrelli*

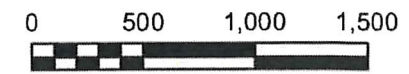
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DESIGNED: KGM	OF 11
CAD DWG: PTH	
REVIEWED: KJK	

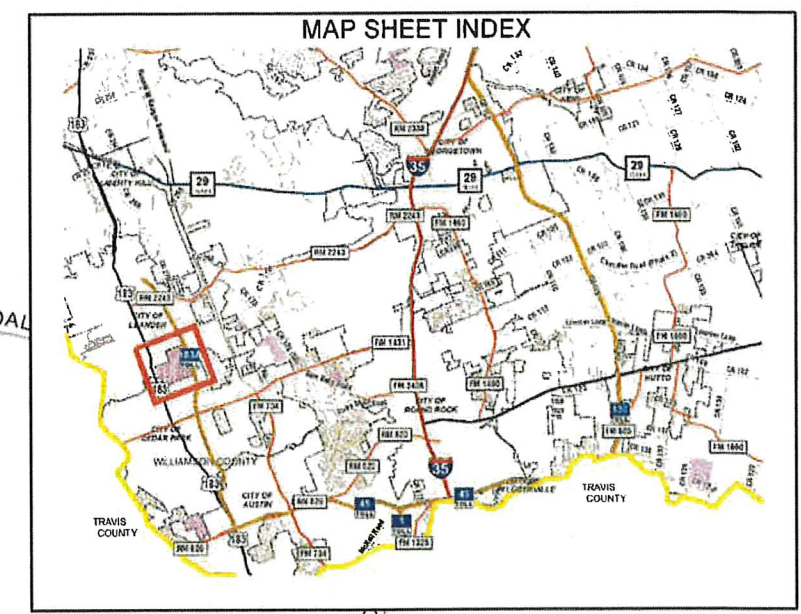
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**Legend**

- 2014 Cul-de-sacs to be Fog Sealed



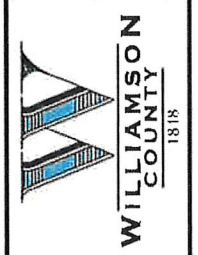
**BLOCK HOUSE CREEK**



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CUL-DE-SAC FOG SEAL -  
SUBDIVISION SEAL COAT 2014  
MAP SHEET 4



*Kelly G. Morrelli*  
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4				
OF 11				

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**Legend**

● 2014 Cul-de-sacs to be Fog Sealed

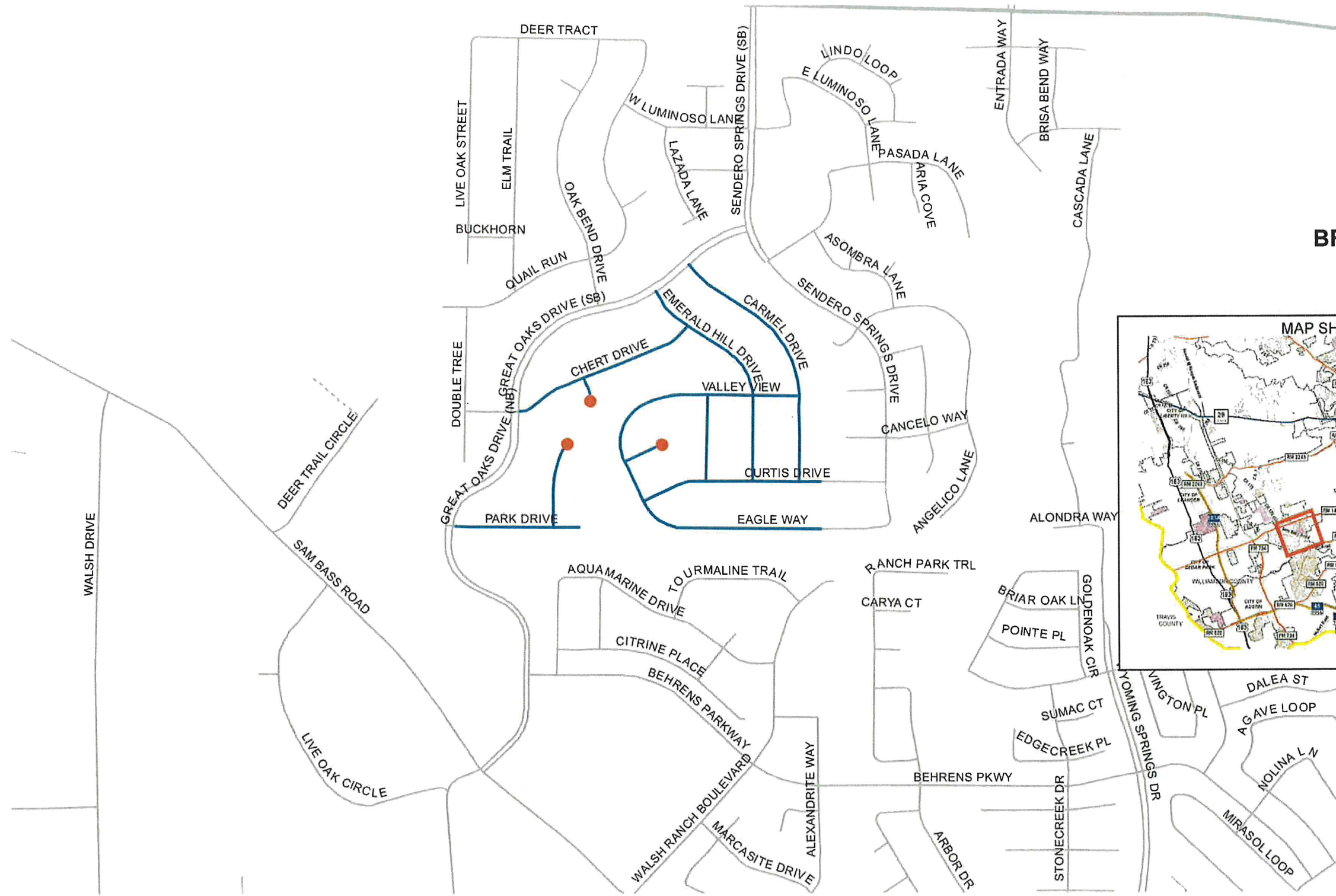
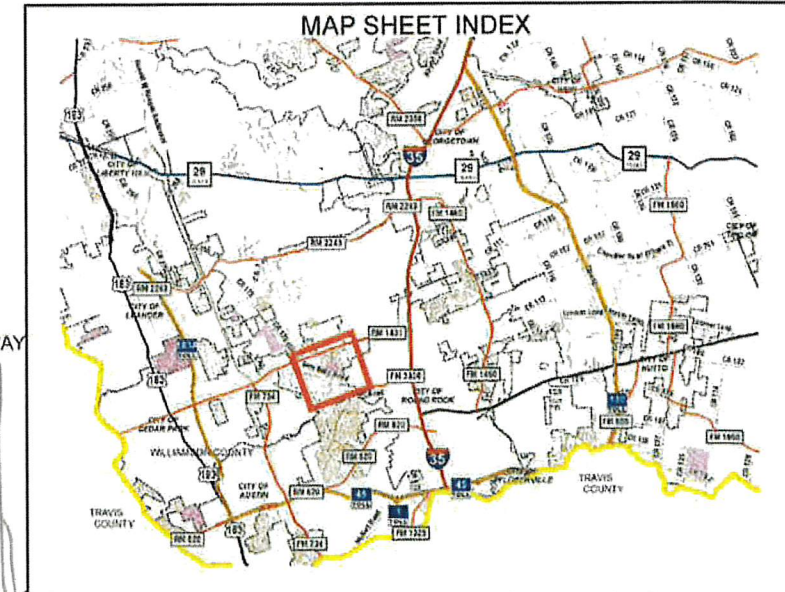


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Feet

**BRUSHY CREEK NORTH**



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CUL-DE-SAC FOG SEAL -  
SUBDIVISION SEAL COAT 2014

MAP SHEET 5



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DESIGNED: KGM	OF 11
CAD DWG: PTH	
REVIEWED: KGM	

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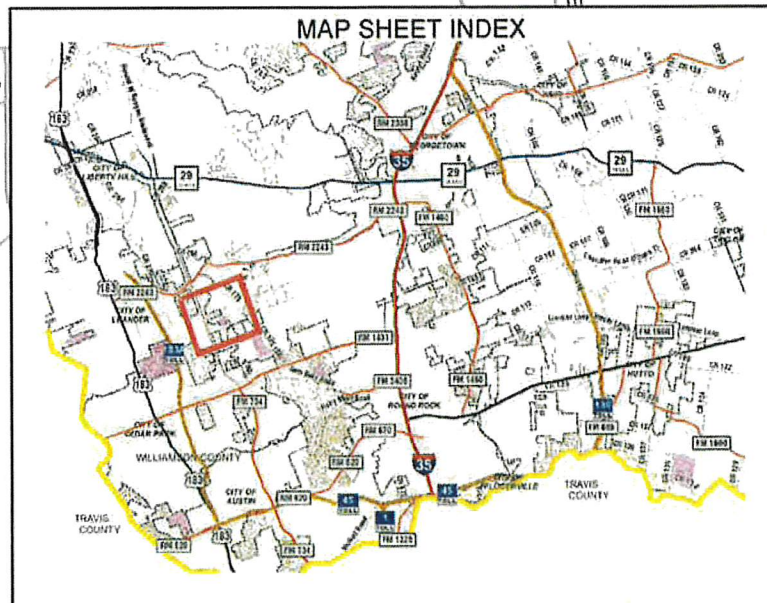


**Legend**

● 2014 Cul-de-sacs to be Fog Sealed



**VALLEY VIEW**



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CUL-DE-SAC FOG SEAL -  
SUBDIVISION SEAL COAT 2014  
MAP SHEET 7



*Kelly G. Morrelli*  
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PROJECT: 14IFB000XXX	SHEET
DATE: 03/25/14	<b>7</b>
DESIGNED: KGM	OF 11
CAD DWG: PTH	
REVIEWED: KDK	

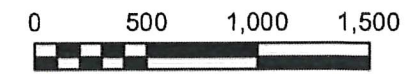
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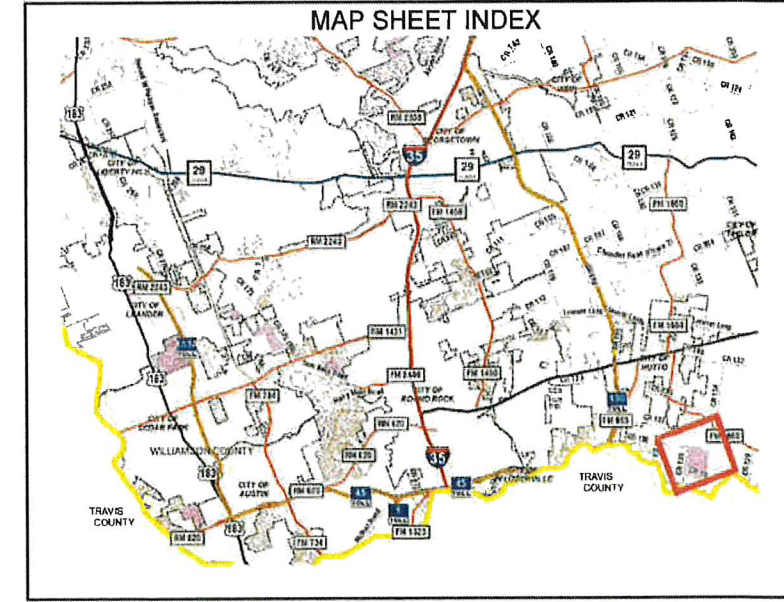


**Legend**

● 2014 Cul-de-sacs to be Fog Sealed



**LOOKOUT AT BRUSHY CREEK**



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CUL-DE-SAC FOG SEAL -  
 SUBDIVISION SEAL COAT 2014

MAP SHEET 8



*Kelly G. Morrell*  
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PROJECT: 14FB000XXX  
 DATE: 03/25/14  
 DESIGNED: KGM  
 CAD DWG: PTH  
 REVIEWED: KDK

SHEET  
**8**  
 OF 11



**TYPE III BARRICADES**

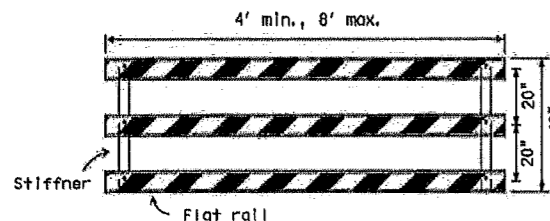
1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type III Barricades and a list of all materials used in the construction of Type III Barricades.
2. Type III Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sandbags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

**TYPICAL STRIPING DETAIL FOR BARRICADE RAIL**

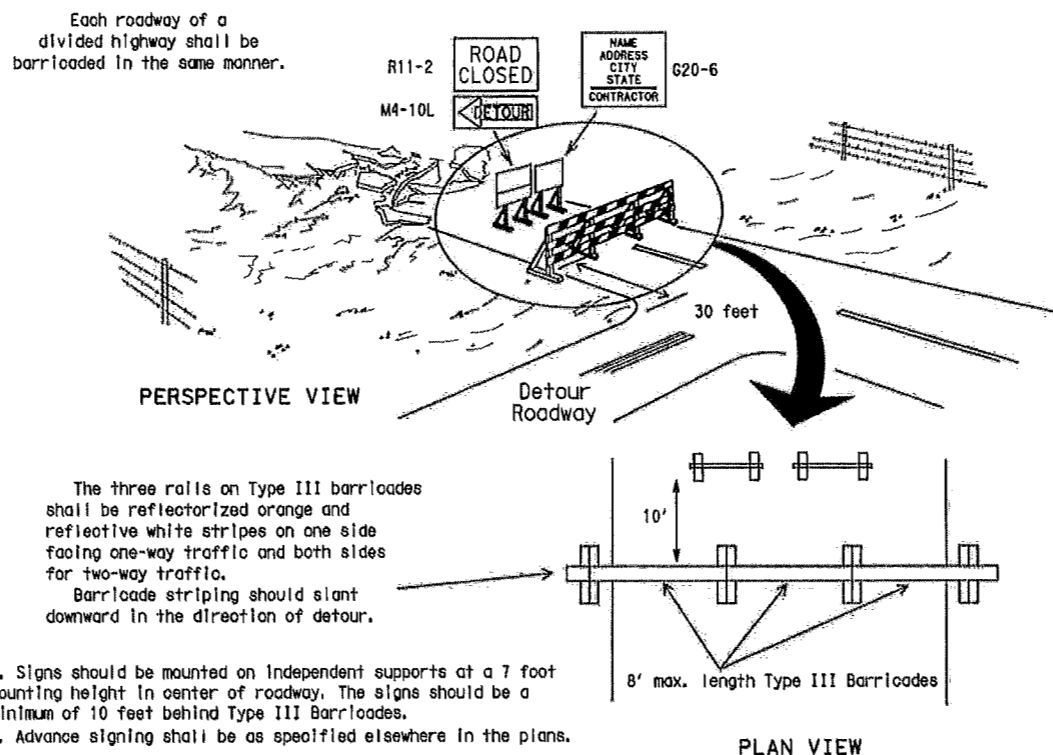


**TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES**



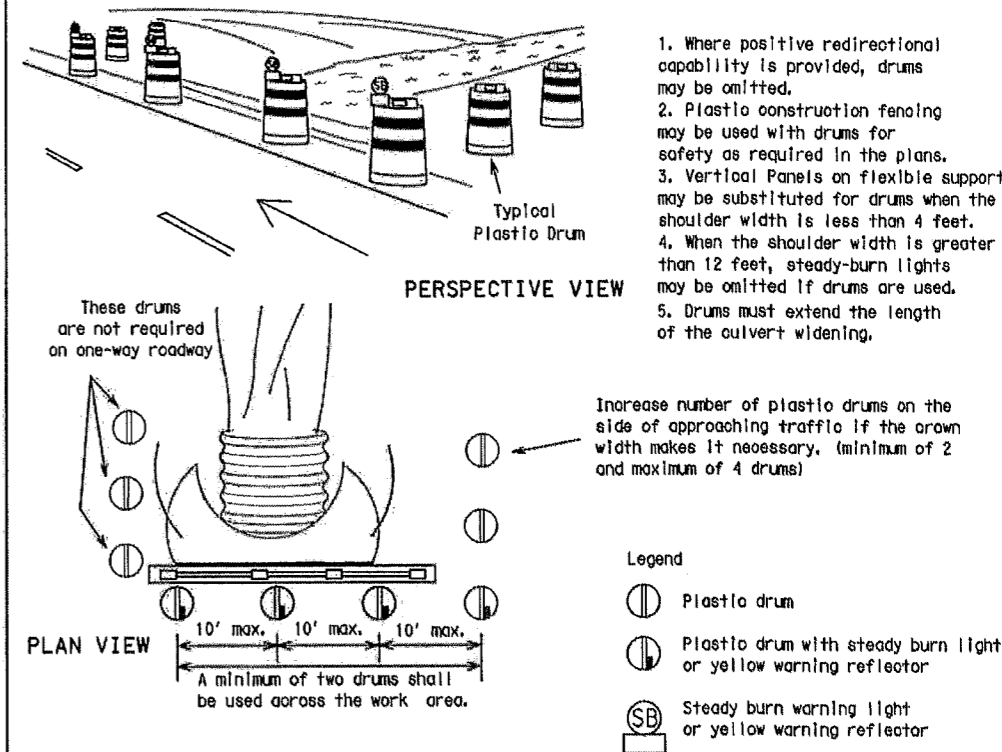
Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

**TYPE III BARRICADE (POST AND SKID) TYPICAL APPLICATION**



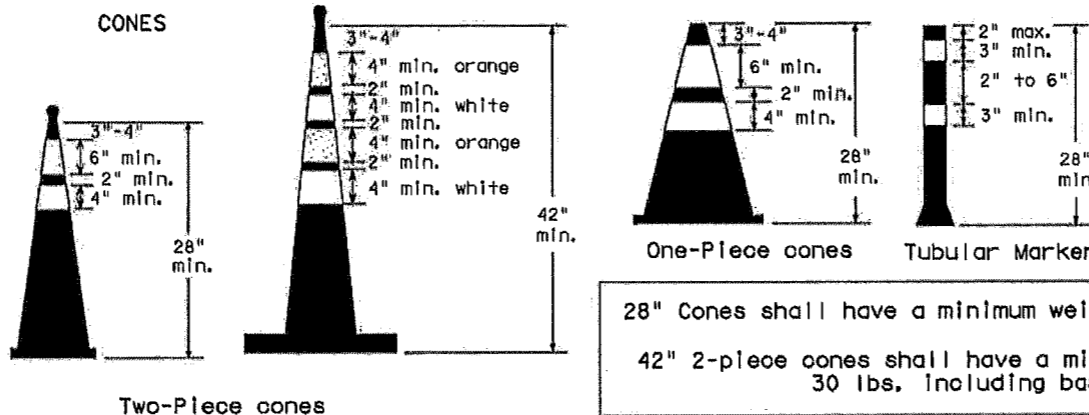
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type III Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

**CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS**

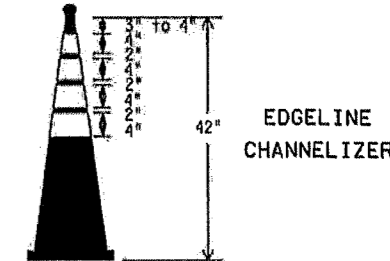


1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

**CONES**

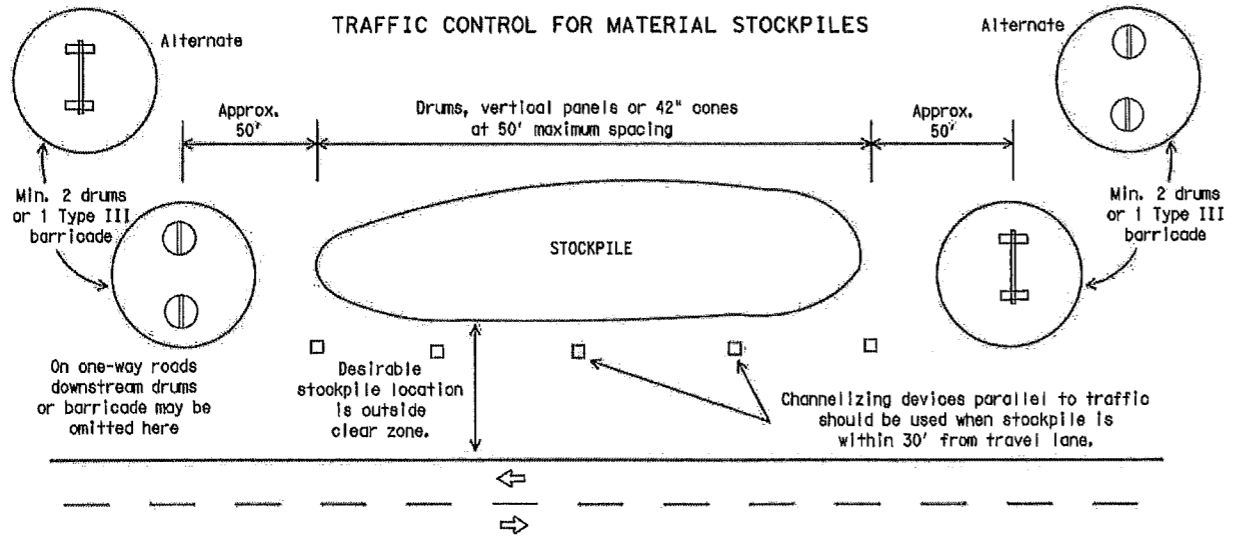


28" Cones shall have a minimum weight of 9 1/2 lbs.  
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.



1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type C encapsulated bead (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

**TRAFFIC CONTROL FOR MATERIAL STOCKPILES**



1. Traffic cones and tubular markers shall be a minimum of 28 inches in height when used either on freeways or at nighttime.
2. Cones or tubular markers shall be predominantly orange, fluorescent red-orange, or fluorescent yellow-orange. They should be kept clean and bright for maximum visibility.
3. Cones used only for daytime operations do not require the reflectorized bands.
4. Cones and tubular markers used for nighttime operations shall be reflectorized. Reflectorized material shall have a smooth, sealed outer surface that displays the same approximate color during the day and night. The reflectorized bands shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
5. When used at night, appropriate personnel shall ensure that cones and tubular markers remain in their proper location and in an upright position.
6. Reflectorization of 28" cones shall consist of a minimum 6 inch band placed at least 3 inches but not more than 4 inches from the top, supplemented by a minimum 4 inch band spaced a minimum of 2 inches below the 6 inch band.
7. Reflectorization of 42" cones shall be provided by alternating 4 to 6" orange and white stripes with orange on top.
8. Reflectorization of tubular markers shall be a minimum of two 3 inch bands placed a maximum of 2 inches from the top with a maximum of 6 inches between bands.
9. One-piece cones or tubular markers are generally suitable for temporary usage (up to 8 hours) with other channelization devices such as vertical panels, drums or two-piece cones for long term usage. Care should be taken to ensure they remain in their proper location and in an upright position.
10. Cones or tubular markers used on each project shall be of the same size and shape.
11. The handle may be designed as a hook or other shape, fabricated from non-rigid materials similar to the cone material, and may extend up to a maximum of 8 inches above the top of cone. Length of the handle shall not be considered with regard to the overall height of the cone.

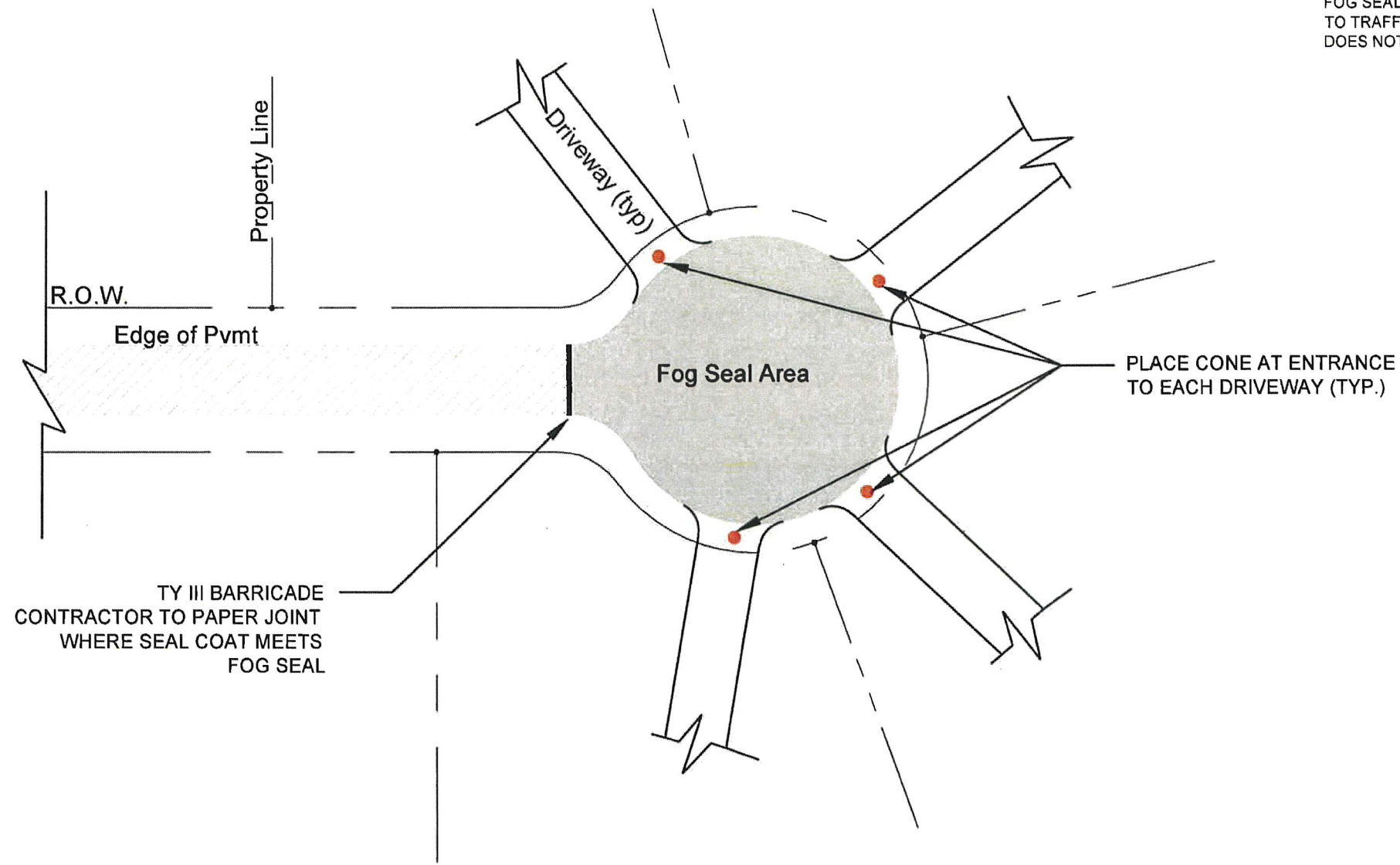
**STANDARD PLANS**  
Texas Department of Transportation  
Traffic Operations Division

**BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD**

10 of 12 BC(10)-07

© TxDOT 11-4-02		STATE DISTRICT	FEDERAL AID PROJECT	SHEET
REVISIONS	DATE	LOCAL NUMBER		
9-07	6			10
COUNTY	CONTROL	SECTION	JOB	HIGHWAY

ACC: 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



**NOTES:**

1. THE DRIVEWAY(S) FOR EACH RESIDENCE IN THE CUL-DE-SAC SHALL HAVE CONES OR TY III BARRICADES PLACED TO REMIND RESIDENTS OF THE FOG SEAL WORK.
2. CONTRACTOR SHALL ASSIGN AT LEAST ONE COMPETENT EMPLOYEE TO EACH CUL-DE-SAC THAT HAS RECEIVED A FOG SEAL APPLICATION BUT HAS NOT YET BEEN OPENED TO TRAFFIC. THIS EMPLOYEE WILL ENSURE THAT TRAFFIC DOES NOT DRIVE ON THE NON-CURED FOG SEAL.

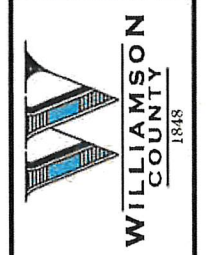
Fog Seal Limits in Cul-de-sac Areas

NTS

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY  
DEPT. OF  
INFRASTRUCTURE  
3151 S.E. INNER LOOP, SUITE B  
GEORGETOWN, TEXAS 78626  
943-3330  
www.willco.org

CUL-DE-SAC FOG SEAL -  
SUBDIVISION SEAL COAT 2014  
MISC DETAILS



**KELLY G. MORRELLI**  
97412  
REGISTERED PROFESSIONAL ENGINEER

Kelly G. Morrelli

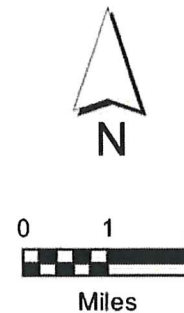
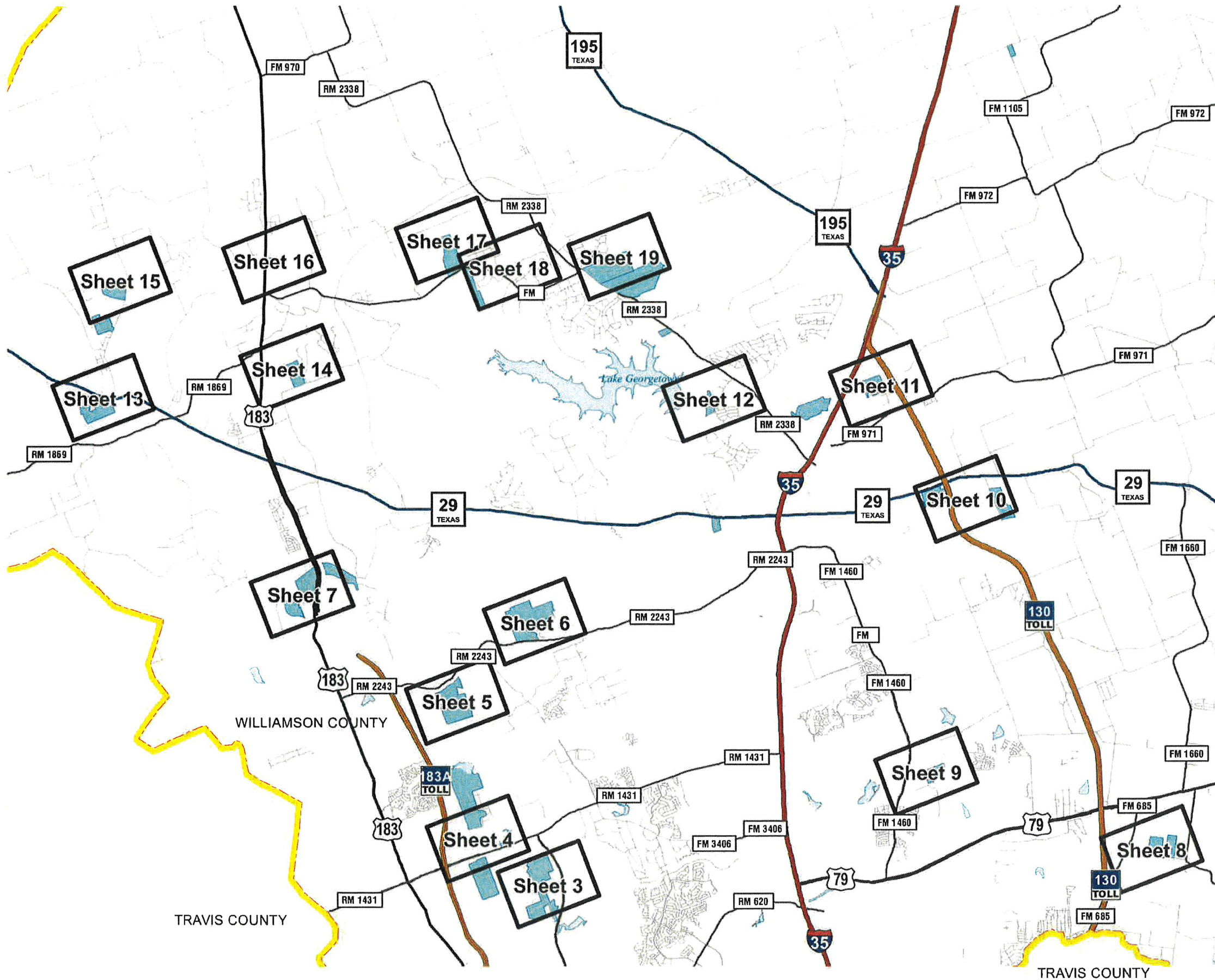
4/28/14

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KELLY G. MORRELLI, P.E. 97412 ON:

PROJECT: 14IFB00XXX	DATE: 03/25/14
DESIGNED: KGM	CAD DWG: PTHLEP
REVIEWED: KCK	
SHEET	
11	
OF 11	

SHEET TAB: MISC DETAILS  
 PLOTTED BY: kmorrelli  
 PLOT TIME: Apr 28, 2014 - 9:56am  
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SHEET TAB: MAP INDEX  
 PLOTTED BY: mttran  
 PLOT TIME: Jun 23, 2014, 3:14pm  
 DRAWING: P:\\_ROADWAYS\SealCoat\Projects\14\FB0000XX\FogSeal - Subdivision Seal Coat 2013\2014\Drawings\CP\Plans\FY 14 Fog Seal Subdivisions COVER.dwg

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY  
 DEPT. OF  
 INFRASTRUCTURE  
 3151 S.E. INNER LOOP, SUITE B  
 GEORGETOWN, TEXAS 78626  
 943-3330  
 www.wilco.org

CUL-DE-SAC FOG SEAL -  
 SUBDIVISION SEAL COAT 2013  
 MAP INDEX



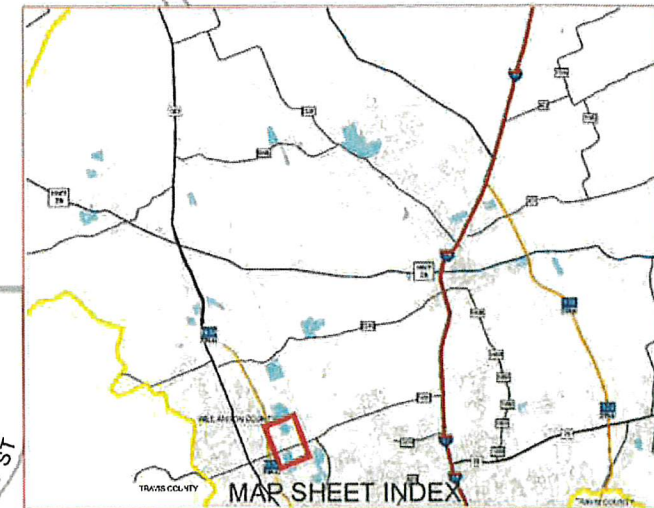
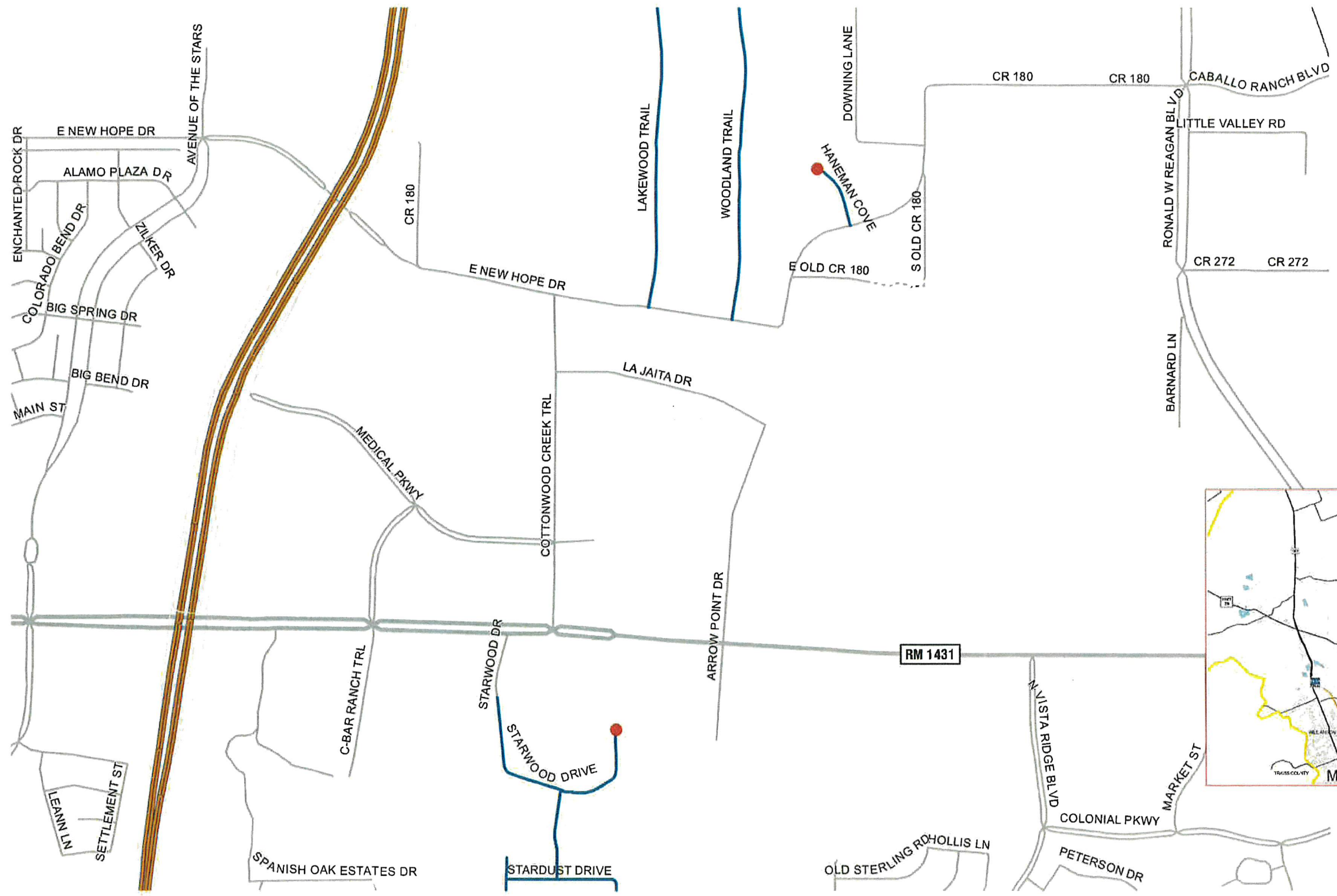
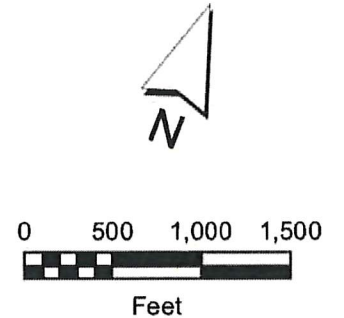
THE SEAL APPEARING ON THIS  
 DOCUMENT WAS AUTHORIZED BY  
 MINH TRAN, P.E. 84840 ON: 6/23/2014

PROJECT: 14\FB0000XX
DATE: 6/23/2014
DESIGNED: MT
CAD DWG: MTP/PH
REVIEWED: KOK
SHEET
2
OF 21



**Legend**

● Cul-de-sacs to be Fog Sealed



NO.	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY  
DEPT. OF  
INFRASTRUCTURE  
3151 S.E. INNER LOOP, SUITE B  
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www.willco.org

CUL-DE-SAC FOG SEAL -  
SUBDIVISION SEAL COAT 2013  
MAP SHEET 4



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MINH TRAN, P.E. 84840 ON: 6/23/2014

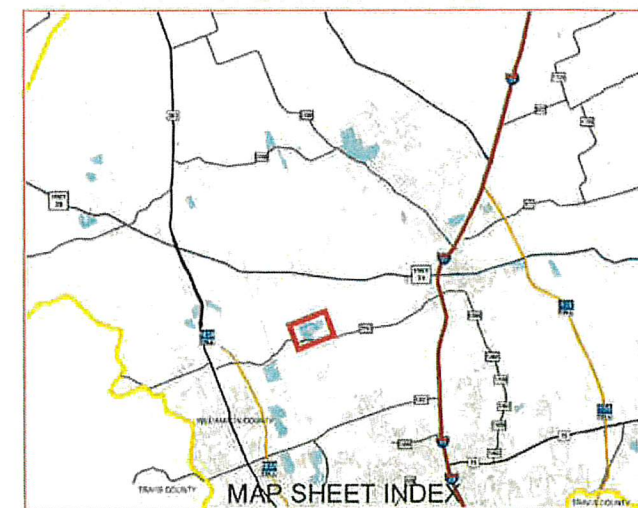
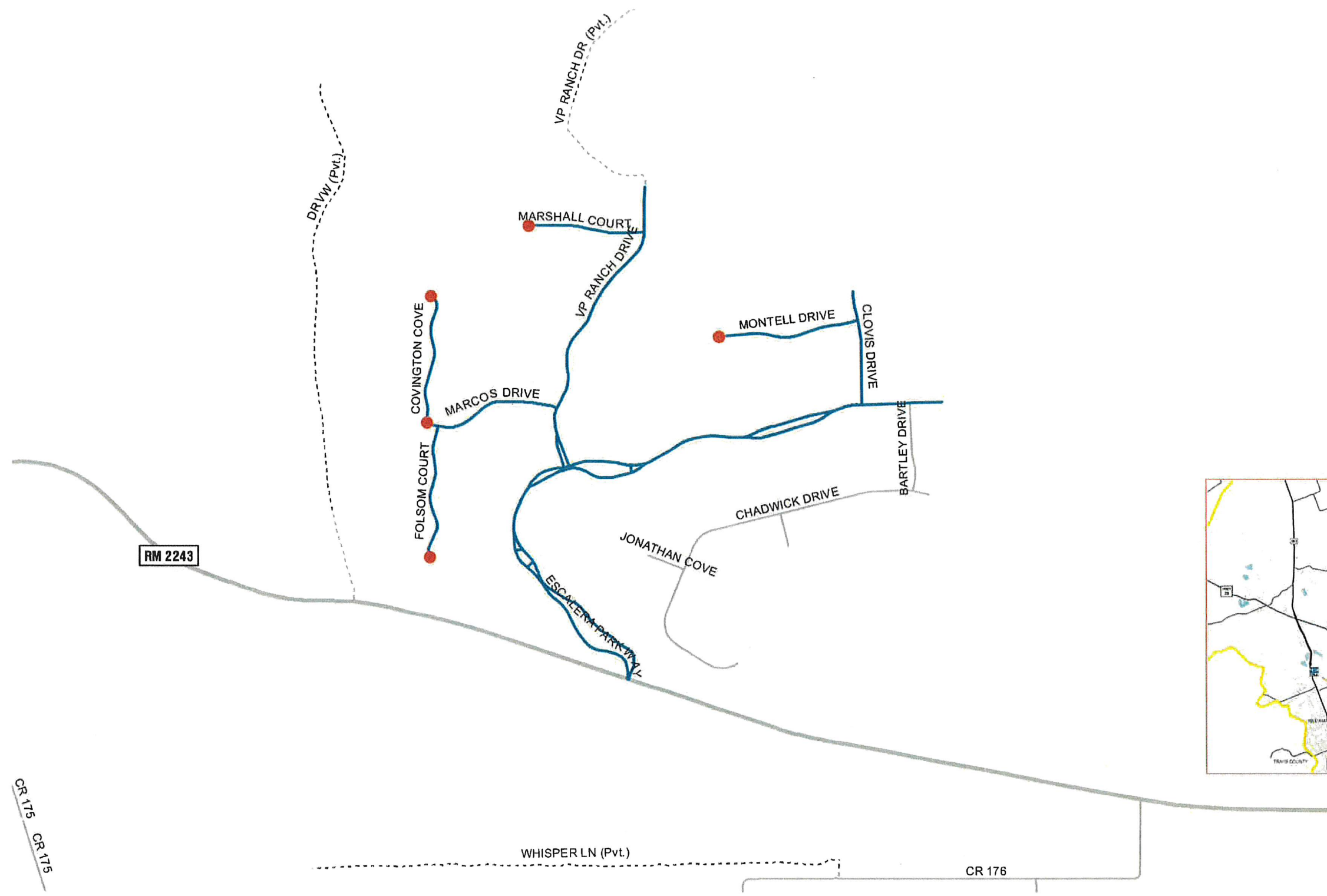
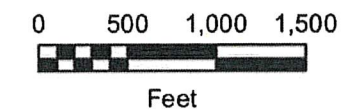
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DATE: 6/23/2014
DESIGNED: MT
CAD DWG: MTP/PH
REVIEWED: KOK
SHEET
4
OF 21

SHEET TAB: MAP SHEET 4  
 PLOTTED BY: mtran  
 PLOT TIME: Jun 23, 2014 - 3:14pm  
 DRAWING: P:\\_ROADWAYS\SealCoat\Projects\14IFB000000\_FogSeal - Subdivision Seal Coat 2013\2014Drawings\CPans\FY 14 Fog Seal Subdivisions PLAN SHEETS.dwg



**Legend**

- Cul-de-sacs to be Fog Sealed



NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY  
DEPT. OF  
INFRASTRUCTURE  
3151 S.E. INNER LOOP, SUITE B  
GEORGETOWN, TEXAS 78626  
943-3330  
www.willco.org

CUL-DE-SAC FOG SEAL -  
SUBDIVISION SEAL COAT 2013  
MAP SHEET 6



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MINH TRAN, P.E. 84840 ON: 6/23/2014

PROJECT: 14IFB000000
DATE: 6/23/2014
DESIGNED: MT
CAD DWG: MTP/PH
REVIEWED: KOK
SHEET <b>6</b> OF 21

SHEET TAB: MAP SHEET 6  
 PLOTTED BY: mtran  
 PLOT TIME: Jun 23, 2014 - 3:15pm  
 DRAWING: P:\\_ROADWAYS\SealCoat\Projects\14IFB000000\FogSeal - Subdivision Seal Coat 2013\2014\Drawings\CPlans\FY 14 Fog Seal Subdivisions PLAN SHEETS.dwg









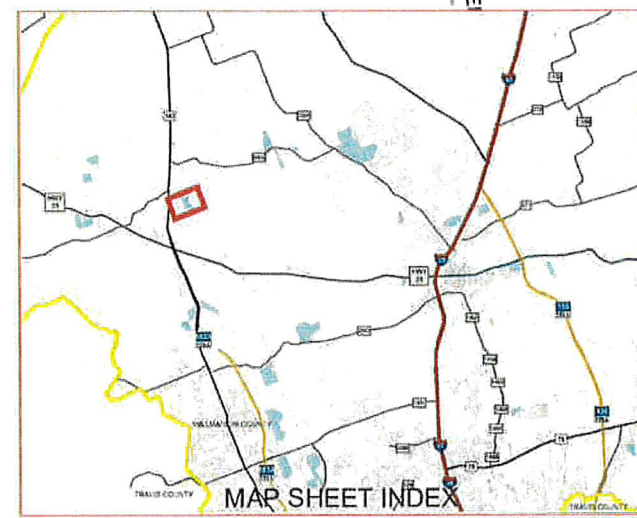
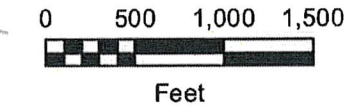






**Legend**

● Cul-de-sacs to be Fog Sealed



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MINH TRAN, P.E. 84840 ON: 6/23/2014

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY  
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3151 S.E. INNER LOOP, SUITE B  
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943-3330  
www.willco.org

CUL-DE-SAC FOG SEAL -  
SUBDIVISION SEAL COAT 2013  
MAP SHEET 14



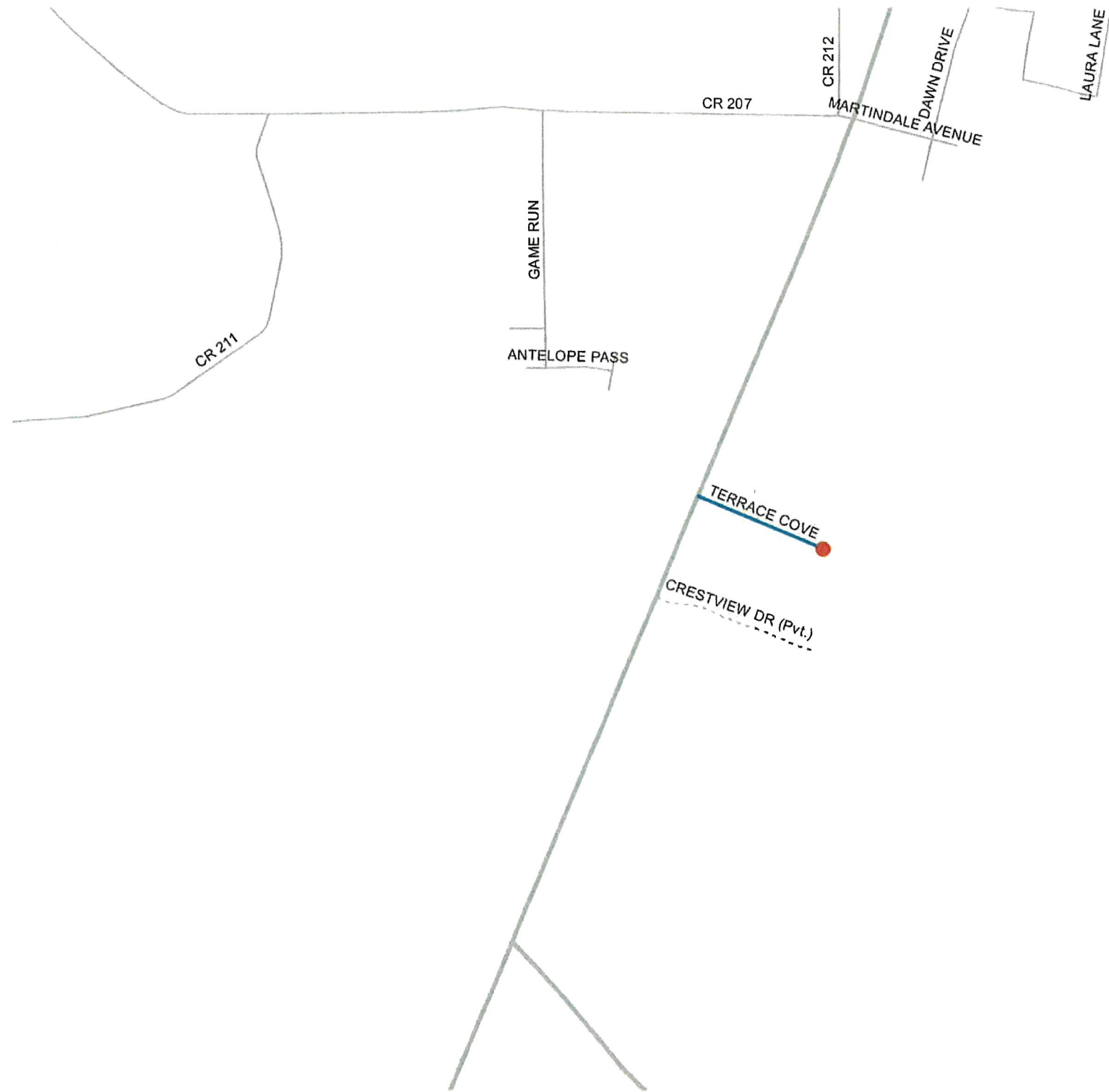
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DATE: 6/23/2014
DESIGNED: MT
CAD DWG: MTP/PTH
REVIEWED: KOK

SHEET  
**14**  
OF 21

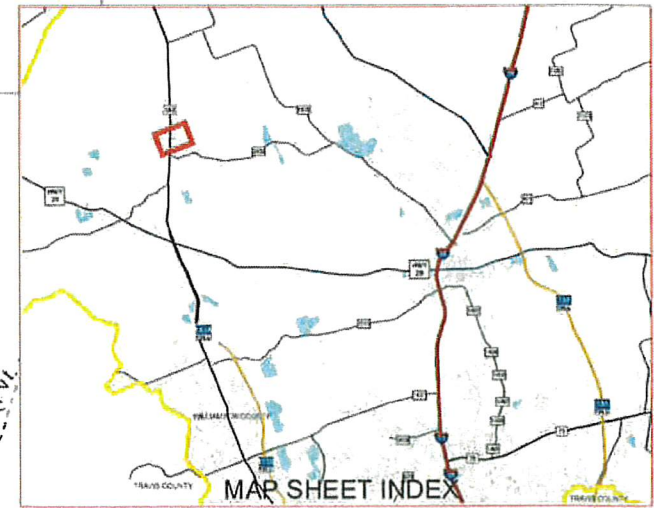
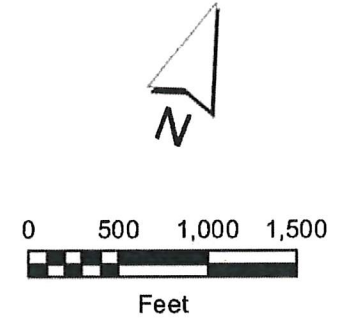
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SHEET TAB: MAP SHEET 16  
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 PLOT TIME: Jun 23, 2014 - 3:15pm  
 DRAWING: P:\\_ROADWAYS\SealCoat\Projects\14\FB000XXX\_FogSeal - Subdivision Seal Coat\_2013\2014\Drawings\CPans\FY 14 Fog Seal Subdivisions PLAN SHEETS.dwg



**Legend**  
 ● Cul-de-sacs to be Fog Sealed

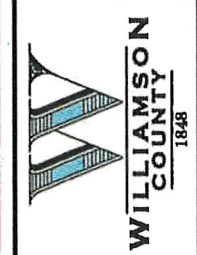


THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MINH TRAN, P.E. 84840 ON: 6/23/2014

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY  
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 943-3330  
 www.willco.org

CUL-DE-SAC FOG SEAL -  
 SUBDIVISION SEAL COAT 2013  
 MAP SHEET 16

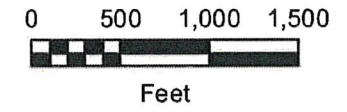


PROJECT: 14FB000XXX
DATE: 6/23/2014
DESIGNED: MT
CAD DWG: MTP/PH
REVIEWED: KOK

SHEET  
**16**  
 OF 21

**Legend**

● Cul-de-sacs to be Fog Sealed



NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY  
DEPT. OF  
INFRASTRUCTURE  
3151 S.E. INNER LOOP, SUITE B  
GEORGETOWN, TEXAS 78626  
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CUL-DE-SAC FOG SEAL -  
SUBDIVISION SEAL COAT 2013

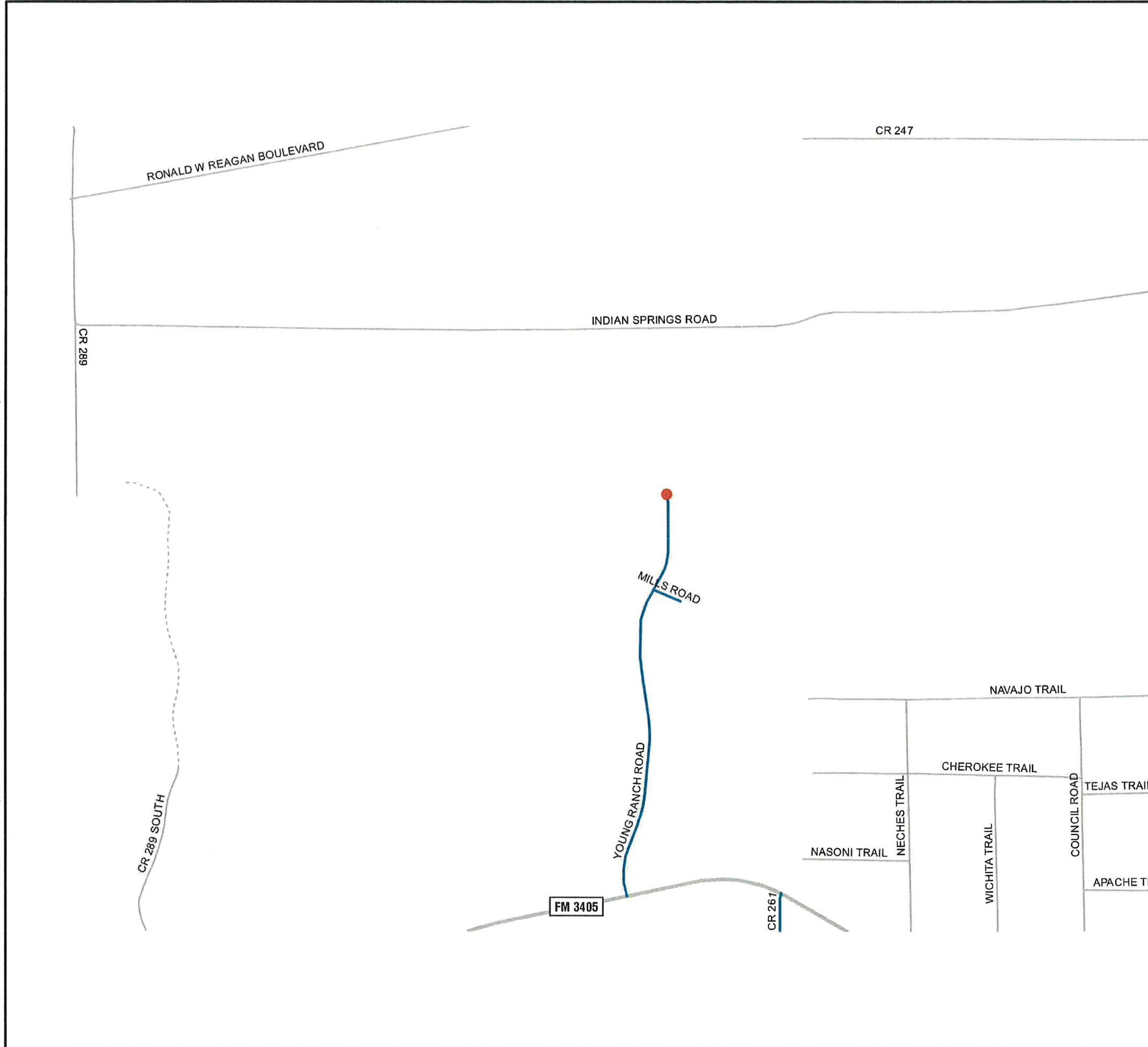
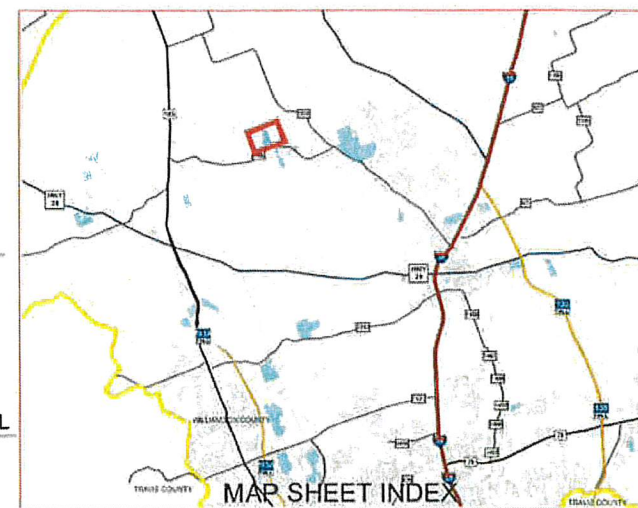


PROJECT: 14IFB00XXX
DATE: 6/23/2014
DESIGNED: MT
CAD DWG: MTP/PTH
REVIEWED: KOK

SHEET  
**17**  
OF 21



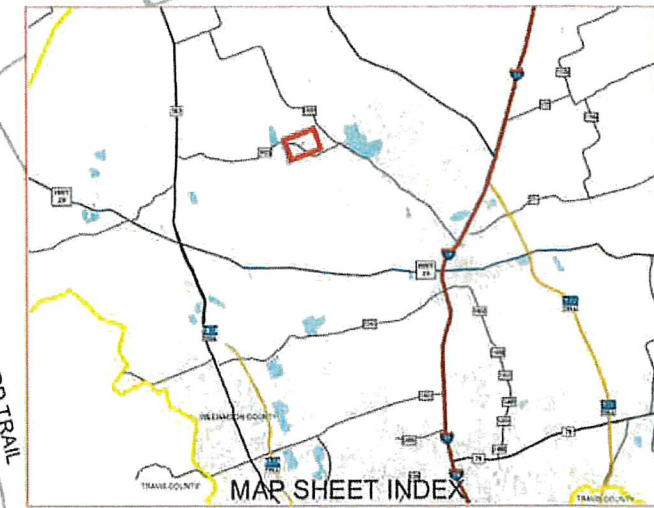
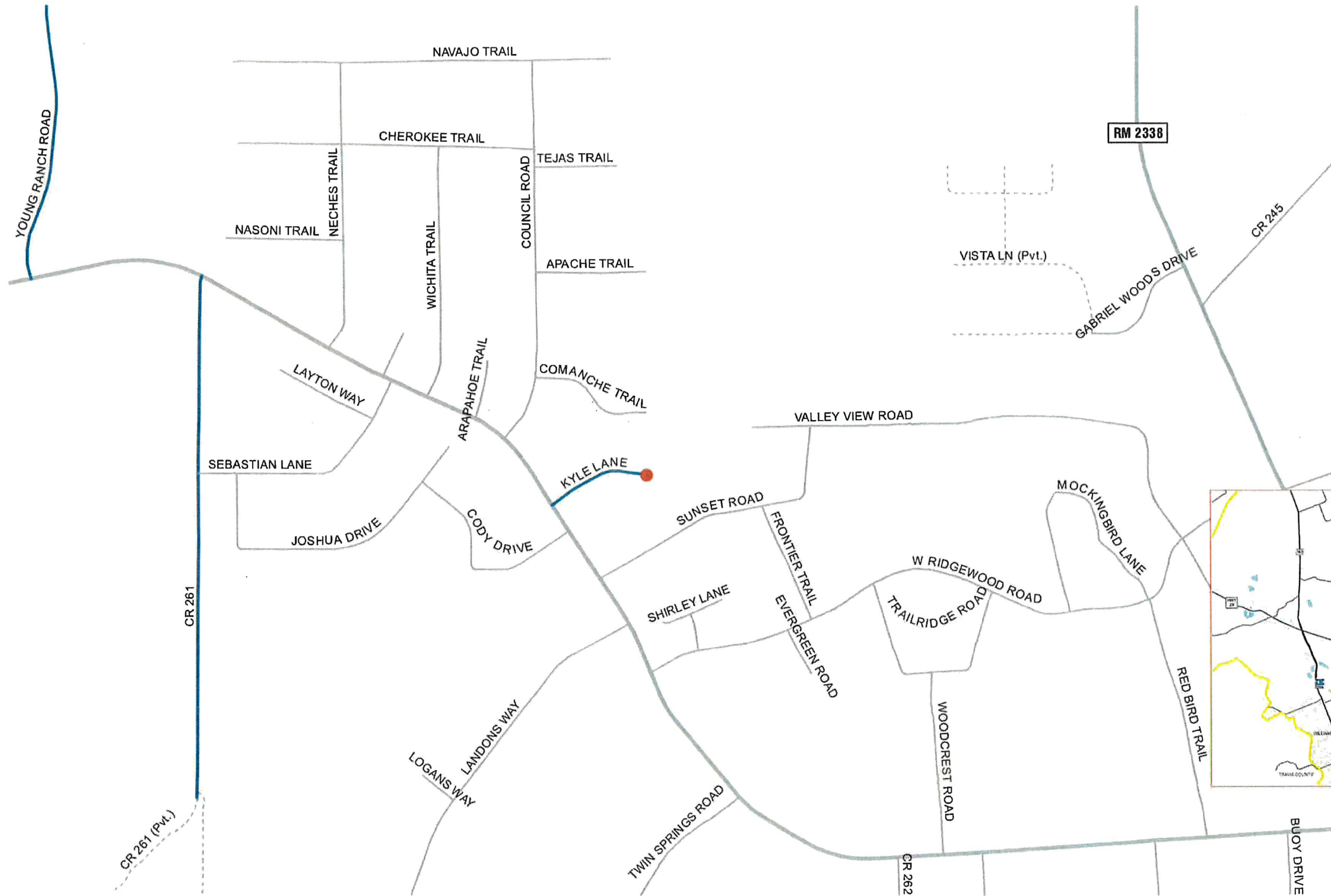
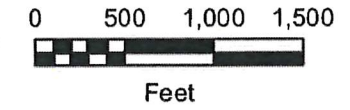
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MINH TRAN, P.E 84840 ON: 6/23/2014



SHEET TAB: MAP SHEET 17  
 PLOTTED BY: mtran  
 PLOT TIME: Jun 23, 2014 - 3:16pm  
 DRAWING: P:\\_ROADWAYS\SealCoat\Projects\14IFB00XXX\_FogSeal - Subdivision Seal Coat 2013\2014\Drawings\CPans\FY 14 Fog Seal Subdivisions PLAN SHEETS.dwg

**Legend**

● Cul-de-sacs to be Fog Sealed



NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY  
DEPT. OF  
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GEORGETOWN, TEXAS 78626  
943-3330  
www.willco.org

CUL-DE-SAC FOG SEAL -  
SUBDIVISION SEAL COAT 2013  
MAP SHEET 18



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MINH TRAN, P.E. 84840 ON: 6/23/2014

PROJECT: 14IFB000XXX
DATE: 6/23/2014
DESIGNED: MT
CAD DWG: MTP/PTH
REVIEWED: KOK

SHEET  
**18**  
OF 21

SHEET TAB: MAP SHEET 18  
PLOTTED BY: mtran  
PLOT TIME: Jun 23, 2014 - 3:16pm  
DRAWING: P:\\_ROADWAYS\SealCoat\Projects\14IFB000XXX\FogSeal - Subdivision Seal Coat 2013\2014\Drawings\CP\Plans\FY 14 Fog Seal Subdivisions PLAN SHEETS.dwg







<b>Bid Form</b>						
<b>Spring 2019 Fog Seal for Cul-de-Sacs (Block House Creek and Woodland Park)</b>						
<b>Williamson County - Texas</b>						
<b>ITEM</b>	<b>NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Cost</b>
315	2010	Fog Seal	GAL	13,846		
3028	6002	Frictional Asph Surf Preserv Trtmt	SY	2,620		
500	2001	Mobilization	LS	1		
<b>PROJECT TOTAL</b>						

## BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

<b>Name of Bidder:</b>	<input style="width: 100%;" type="text"/>
<b>Address of Bidder:</b>	<input style="width: 100%;" type="text"/>
<b>Email:</b>	<input style="width: 100%;" type="text"/>
<b>Telephone:</b>	<input style="width: 100%;" type="text"/>
<b>Printed Name of Person Submitting Affidavit:</b>	<input style="width: 100%;" type="text"/>
<b>Signature of Person Submitting Affidavit:</b>	<input style="width: 100%;" type="text"/>

### Cooperative Purchasing Program

**Check one of the following options below.** A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

---

**\*If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\***

BEFORE ME, the undersigned authority, a Notary Public, personally appeared  (Name of Signer), who after being by me duly sworn, did depose and say: "I, , (Name of Signer) am a duly authorized officer of/agent for  (Name of Bidder) and have been duly authorized to execute the foregoing on behalf of the said  (Name of Bidder).

SUBSCRIBED AND SWORN to before me by the above-named   
on this the  day of , 20.

Notary Public in and for

The State of

The County of

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.**

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

### OFFICE USE ONLY

Date Received

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

# Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

## Reference 1

Client Name:	Location:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:

5
6

## Reference 2

Client Name:	Location:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:

5
6

**Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

## Question and Answers for Bid #1901-288 - Spring 2019 Fog Seal (Block House Creek and Woodland Park)

### Overall Bid Questions

There are no questions associated with this bid.