

REQUEST FOR PROPOSAL
FOR
DISTRICT FENCING REMOVAL AND REPLACEMENT PROJECT



Response Deadline

January 8, 2014

12:00 PM Central Standard Time (CST)

To:
Tami Nagar
Brushy Creek MUD
16318 Great Oaks Drive
Round Rock, TX 78681

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL FOR DISTRICT FENCING REMOVAL AND REPLACEMENT PROJECT

1. INTRODUCTION

Brushy Creek Municipal Utility District (the "District") is accepting pricing proposals from qualified vendors to remove existing fencing and provide District fencing replacement at various facilities located within the District.

2. SCOPE OF SERVICES

2.1. General

The District's Board of Directors has approved Staff's project concept plans and work plans for the replacement of various fences throughout the District. Staff is seeking pricing proposals from qualified vendors to provide the removal of existing specified fences and installation of the specified replacement fences. The contractor is to provide all labor, equipment and process machinery required for the proper installation of the materials and equipment as listed in accordance with the attached specifications.

Instructions to Proposer

This procurement is intended to result in the selection of a contractor that is most advantageous to the District, and that will result in the best and most economical fencing removal and replacement fencing. Vendor must describe in detail how he will meet the requirements of this RFP and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Section 3.1 below. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer.

The District is not liable for any costs incurred by Vendors before entering into a formal agreement. Costs of developing the proposals and any other such expenses incurred by the Vendor in responding to the RFP are entirely the responsibility of the Vendor and shall not be reimbursed in any manner by the District.

1. Acceptance Period: Unless otherwise specified herein, proposals are firm for a period of 90-days.
2. Authorized Signatures: Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. The name, address, and telephone number of the firm represented must also be specified.
3. Award of Proposal: Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth within. The criteria are not listed in any order of preferences. The District will evaluate and tally all proposals received in accordance with the Evaluation Criteria listed in Section 3.6, using a weighted scoring system. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the District after all factors have been evaluated.
4. Cancellation of Solicitation: The District may cancel this solicitation at any time.
5. Compliance with Laws: All proposals shall comply with current federal, state, and other laws relative thereto.

6. Documents to be returned with the Proposal: Failure to completely execute and submit required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed in Section 3.1 Items to be Provided with Proposal Submittals.

2.2. Locations of Fences

Brushy Creek Community Center Bat Observation Deck
16318 Great Oaks Drive
Round Rock, TX 78681

Creekside Park and Pool
4302 Brushy Creek Road
Round Rock, TX 78681

Great Oaks Drive @ Neenah Road
Round Rock, TX 78681

2.3 Specifications (Exhibit A)

Attached are the specifications regarding the Fencing Removal and Replacement Project.

Vendors shall be responsible for providing the equipment and installation that meets or exceeds all of the requirements as set forth in the specifications.

3. **PROCEDURAL INSTRUCTIONS**

3.1. Items to be Provided with Pricing Submittals:

All pricing submittals must include the following items:

1. Pricing- Vendor shall specify the pricing for the Fencing removal and replacement of the materials and equipment according to attached specifications with materials and labor broken down. Vendor shall specify pricing, separate from fence removal and replacement project pricing, on the re-setting and repairing of the existing wrought iron fencing that will remain around the Creekside Pool office and bath house, as this fence is in need of repair.
2. Photos or Rendering- Vendor shall submit photographs or renderings of proposed materials and equipment. A complete, detailed description of the types of materials that the vendor is proposing must be included.
3. Work Plan/Timeline- Vendor shall submit a project work plan and timeline outlining the project plans and the timeline of each step; including target completion date. Vendor must provide the project Supervisor's contact information. Vendor must comply with the Texas Administrative Code (attached as Exhibit C) regarding Standards for Public Pools and Spas. Creekside Pool is a Class B Pool. Vendor must specify how they propose to secure the Creekside Pool during the removal of existing fencing and installation of replacement fencing.
4. Questionnaire and Information Form – (Exhibit B).
5. Experience- Vendor must identify at least two examples of similar work to that which is requested that the vendor is currently performing or has performed within the past 24 months.
6. Insurance- Vendor shall specify the types and amounts of insurance that it holds.

7. References- Vendor must identify three references, including the name, title, and daytime telephone number of the references.
8. Warranty – Vendor shall specify the warranty information on both the equipment, materials and workmanship.
9. Conflict of Interest Statement –Vendor shall submit their responses to the Conflict of Interest Statement in Section 5.0.

3.3 Questions

Questions regarding the procurement process or the District Fencing Removal and Replacement materials or equipment and installation of materials and equipment sought by the District **must be in writing via e-mail** to t.nagar@bcmud.org no later than **12:00 PM (CST) December 13, 2013**. The subject line shall read: ***“Questions for District Fencing Project.”*** Questions will be compiled and all questions and answers will be sent to all vendors by 5:00 p.m. on December 16, 2013.

3.4 Timeline –

Procurement package distributed to Vendors:

November 18, 2013

Site Visit to Fencing Locations

December 9, 2013, 10:00 a.m.

Meet at Brushy Creek Community Center Lobby

16318 Great Oaks Drive

Round Rock, TX 78681

Questions due from Vendors

December 13, 2013

Responses due from Bidders:

January 8, 2014

Staff Recommendation to Board of Directors:

January 23, 2014

*Estimated Implementation & Completion Date:

January 27, 2014 Complete by February 25, 2014

3.5 Vendor Pricing Proposals

Pricing Proposals must conform to the requirements set forth herein. Pricing Proposals and required information must be submitted to the attention of:

Tami Nagar
Administrative Services Specialist
Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, TX 78681

by **12:00 PM (CST) on January 8, 2014**. Any pricing proposals received after the above date and time will not be considered.

All costs associated with the preparation and submissions of proposals are the sole responsibility of the Bidder. All proposals shall be signed and dated by an official authorized to bind the Bidder in legal matters. All submitted pricing proposals become the property of the District.

3.6. Selection Process

All proposals will be evaluated and tallied by District staff. Staff recommendations will be submitted to the Board of Directors for consideration at a regularly scheduled meeting following the proposal date deadline.

The criteria that will be used to make the selection include the following, not necessarily in the order listed:

- (a) Cost for Services – (40%);
- (b) Work plan/Timeline—(20%);
- (c) Attendance at Site-Visit —(10%);
- (d) Qualifications/Experience—(25%); and
- (e) Warranty—(5%)

If the District has experience with your firm and you do not list the District as a reference, the District reserves the right to use past experience for this proposal.

3.7 Rejection of Proposals

The District reserves the right to reject any or all proposals, or any part of a proposal.

3.8 Confidential Information.

The District is subject to the Texas Public Information Act. Any information submitted to the District by an Bidder shall be available to the public, unless it is clearly marked "CONFIDENTIAL". If another party requests access to information marked confidential, then the District shall ask the Bidder if the information may be released. If the release is agreed to, the District shall release the information. If the release is denied, the matter shall be referred to the Texas Attorney General's Office where the Bidder shall be responsible for substantiating its confidentiality. The Attorney General's office shall rule on the matter. Pricing information contained in proposals or contracts is not considered confidential under the PIA and will be disclosed without making a request to the Texas Attorney General.

4.0 Agreement - (Exhibit D)

Attached to this request is the form of the agreement to be entered into regarding the District Fencing Removal and Replacement Project. The agreement is a part of this request. Upon selection of a Bidder by the Board of Directors, the Bidder must execute the agreement. Failure to do so may constitute cause for the District to enter into an agreement with another Bidder.

5.0 CONFLICT OF INTEREST

The Board of Directors of Brushy Creek Municipal Utility District (the “District”), in compliance with Section 49.199 of the Texas Water Code, has adopted a Code of Ethics Policy. In accordance with this policy, please disclose the following information:

1. Whether or not any of the Board of Directors or Management Staff listed below has a substantial interest in the Contractor or its affiliates.
2. Whether or not any of the Board of Directors or Management Staff listed below has a direct or indirect contractual relationship with the Bidder or its affiliates.

2013
Board of Directors
Brushy Creek Municipal Utility District

- Rebecca Tullos, Board President
- Russ Shermer, Board Vice President
- Jeffrey Goldstein, Secretary
- Shean Dalton, Treasurer
- Donna B. Parker, Assistant Secretary/Treasurer

District Staff

- Mike Petter, General Manager
- David Gaines, Chief Administrative Officer
- Betsy Schultz, Community Center Coordinator
- Rachel Hagan, Parks and Facilities Maintenance Coordinator

Exhibit A: Specifications for District Fencing Removal and Replacement Project

The Brushy Creek MUD's Parks Master Plan has identified the need for various fencing replacements throughout the District. Staff put together project concept plans and presented these to the Board of Directors for their approval of the fencing replacements. The following information is provided to assist vendors in preparing their pricing proposals for this project. However, in order for proper measurements and a full scope understanding of the entire fencing project necessary to provide an accurate pricing proposal, the District is requiring an on-site walk-thru of the three properties requiring new fencing. The walk-thru will be on Monday, December 9, 2013. Vendors are to meet at the Brushy Creek Community Center located at 16318 Great Oaks Drive, Round Rock, TX 78681 at 10:00 a.m.

VENDOR shall take every precaution to minimize or eliminate any damage to grass and landscaping that may be affected in the construction process and will repair any damage. Any damage to surrounding area must be repaired.

VENDOR is responsible for utility locates.

Fencing Disposal: VENDOR must roll up the chain link and barbed wire fencing from the Creekside Park and Pool and place it at our maintenance yard, along with the poles and crossbeams from the fencing. The barricade from Neenah Road shall be cut up and stacked at the maintenance yard. The wood railing from the Bat Observation Deck may be disposed of.

The Maintenance Yard is located within the District, approx. ½ mile from Creekside Pool. Staff will escort the Vendor to the maintenance yard as this is a locked facility.

Locations for existing fence removal and replacement:

1. Brushy Creek Community Center Bat Observation Deck 16318 Great Oaks Drive Round Rock, TX 78681

The Bat Observation Deck is located in Community Park, behind the Brushy Creek Community Center. The deck consists of a wooden platform with wooden pickets as a railing. The wooden pickets are a regular target for vandals, primarily kicking them out. The District would like the wooden picket railing replaced with a 4 foot tall, squared metal (wrought iron) railing, powder coated black.

Existing Bat Observation Deck Railing:



Example of acceptable railing option:



**2. Creekside Park and Pool
4302 Brushy Creek Road
Round Rock, TX 78681**

The current fencing at the pool is a 6 foot chain link topped with barbed wire. This fence is in bad shape, and is not consistent with other fencing styles in the District. In addition, the chain link and barbed wire is not successful at keeping out vandals and trespassers. The District would like this existing chain link fencing to be replaced with:

- 7' high ornamental fence
- ¾" sq. press point pickets at 4-1/2" on center
- 2-1-1/2" rails, 2-1/2" post at 8' on center
- All galvanized and powder coated black
- (or near equivalent materials)

Examples of various acceptable railing options:



Existing Fencing at Creekside Pool (to be removed):



Fencing Disposal: VENDOR must roll up the chain link and barbed wire fencing from the Creekside Park and Pool and place it at our maintenance yard, along with the poles and crossbeams from the fencing. The barricade from Neenah Road shall be cut up and stacked at the maintenance yard. The wood railing from the Bat Observation Deck may be disposed of.

The Maintenance Yard is located within the District and Staff will escort the Vendor to the maintenance yard, as this is a locked facility.

Overview of Creekside Park and Pool Fencing to be **REMOVED**, indicated in RED LINES:



Vendor will remove 6 ft. high chain link with barbed wire fencing around the swimming pool and bath house and will replace this portion of the fencing with 7 ft. high vertical metal/wrought iron fence with a pinched end, as described earlier. (See next page)

Fencing Disposal: VENDOR must roll up the chain link and barbed wire fencing from the Creekside Park and Pool and place it at our maintenance yard, along with the poles and crossbeams from the fencing. The barricade from Neenah Road shall be cut up and stacked at the maintenance yard. The wood railing from the Bat Observation Deck may be disposed of.


The Maintenance Yard is located within the District and Staff will escort the Vendor to the maintenance yard, as this is a locked facility.

Overview of Creekside Park and Pool Fencing **REPLACEMENT** areas, indicated in GREEN LINES:



Vendor will remove existing fencing around the swimming pool area and will replace this portion of the fencing with:

- 7' high ornamental fence
- 3/4" sq. press point pickets at 4-1/2" on center
- 2-1-1/2" rails, 2-1/2" post at 8' on center
- All galvanized and powder coated black (or near equivalent)

This fence will also require various gates to be installed with the fencing.  The green circles indicate areas where gates are to be installed. Each gate area is numbered and the corresponding number below will describe the gate required for that area. All gates should be 7' high and match the new fencing.

1. Vending area: 2 each, 2 ft. wide gates/doors that open outward.*
2. Outside access to pump room: Gate should be a total of 8 ft. wide, with 2 each, 4 ft. wide gates/doors that open outward.*
3. Internal access to pump room: Gate should be a total of 4 ft. wide and open outward.*
4. Additional access to pool area: Gate should be a total of 8 ft. wide, with 2 each, 4 ft. wide gates/doors that open outward.*

***Or Near Equivalent**

Addl: Vendor must also indicate pricing on re-setting the existing wrought iron fencing that is around the pool office and bath house. This existing fencing will not be removed but needs repaired. Please provide your cost for this repair.

3. Barricade located at Great Oaks Drive and Neenah Road Intersection

There is a barricade at the end of Neenah Road facing the Community Park. The design of the barricade is comparable to a barricade that would have been installed during construction. It appears dated and is obviously in contrast to the other fences and barricades installed in the District. This barricade is approximately 80 feet long and runs along Great Oaks Drive above a deep culvert in the Community Park. Vendor is to remove this existing barricade and replace it with a metal or galvanized piping fence, powder coated black in color. The footings would be concreted into the ground.

Existing Barricade to be Removed and Replaced:



Sample of Acceptable/Desired Type of Barricade, except we want black powder coat:



Exhibit B

Questionnaire and Information Form

OFFEROR QUESTIONNAIRE AND INFORMATION FORM

Offeror **MUST** complete this form in its entirety. If a question is not applicable, Offeror should state "not applicable".

BUSINESS AND CONTACT INFORMATION

Business Name: _____ Federal Tax ID # _____
Address: _____ City/State/Zip: _____
Contact Name: _____ Phone #: _____ Fax #: _____
E-Mail: _____ Web Site: _____
Number of Years been in Business: _____
Type of Business Entity: Corporation LLC LP LLP Other _____
In What State & Year Did Business Organize in Your Current Structure: _____
Full Legal Name of Parent or Holding Company, if any: _____
(Note: if there are several tiers of ownership, attach a corporate organizational chart)
Services Provided by Business: _____

CONTRACT INFORMATION/PERFORMANCE

In the past three (3) years, has Business:

- (a) Been engaged in any litigation? Yes No If yes, attach explanation.
- (b) Completed all contracts it was awarded? Yes No If no, attach details.
- (c) Been awarded a bonus for early completion of work? Yes No If yes, attach details.
- (d) Defaulted on a contract? Yes No If yes, attach details.
- (e) Been assessed liquidated damages? Yes No If yes, attach details.

The undersigned Offeror declares: (a) that it has reviewed and agrees to the Terms and Conditions, Scope of Work, and all other documents herein; (b) that through its authorized personnel it has personally examined the location of the proposed work and has determined the amount and character of the proposed work and the supervision, labor, tools, material as identified, and equipment, necessary to complete the same in compliance with the specifications and contract documents (if applicable); and (c) that Offeror has no conflict of interest, as defined in the RFP.

SIGNATURE: _____ **TITLE:** _____

PRINTED NAME: _____ **DATE:** _____

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TITLE 25
PART 1
CHAPTER 265
SUBCHAPTER L
RULE §265.200

HEALTH SERVICES
 DEPARTMENT OF STATE HEALTH SERVICES
 GENERAL SANITATION
 STANDARDS FOR PUBLIC POOLS AND SPAS
Pool Yard and Spa Yard Enclosures for Post-10/01/99 and Pre-10/01/99 Pools and Spas

(a) Enclosures for post-10/01/99 and pre-10/01/99 Class A and B pools and spas and post-10/01/99 and pre-10/01/99 residential youth camp pools and spas.

(1) Post-10/01/99 and pre-10/01/99 Class A and B pools, and post-10/01/99 and pre-10/01/99 pools and spas that are located at residential youth camps required to be licensed under Health and Safety Code, Chapter 141 shall be enclosed by a barrier consisting of one of the following, or equivalent barrier: a fence, portion of a building, wall, or other durable enclosure.

(2) A building that serves as part of the enclosure shall have doors or gates that open into the pool yard only if:

(A) any doors or gates between the building and the pool yard are for entry into a storage room, restroom, shower room, dressing room, or mechanical room adjacent to the pool;

(B) the room does not have any door or gate openings to the outside of the pool yard enclosure; and

(C) the room does not contain any gas chlorine containers.

(3) The enclosure, including doors and gates, shall:

(A) have a minimum effective perpendicular height of at least 6 feet as measured from the ground surface on the outside of the fence;

(B) have no openings in the enclosure through or under which a 4-inch diameter sphere can pass;

(C) be designed and constructed so that it cannot be readily climbed; and

(D) have all doors, gates, and windows in the enclosure directly and continuously supervised by staff at the pool during hours of operation, or locked to prevent unauthorized entry.

(b) Enclosures for post-10/01/99 or pre-10/01/99 Class C pools and spas and Class D pools at a Class C facility that are subject to Health and Safety Code, Chapter 757. A post-10/01/99 or pre-10/01/99 pool or spa that is subject to Health and Safety Code, Chapter 757 (covering pool yards and spa yards of apartments, property owner associations, and similar residential developments) shall have an enclosure as required in Chapter 757.

(c) Enclosures for all other post-10/01/99 or pre-10/01/99 Class C pools and spas and Class D pools at Class C facilities. A post-10/01/99 or pre-10/01/99 Class C pool or spa or a Class D pool at a Class C facility that is not subject to Health and Safety Code, Chapter 757 (such as pools and spas for

hotels, motels, RV parks, etc.) must have a pool yard or spa yard enclosure in compliance with this subsection.

(1) The pool yard or spa yard enclosure for a post-10/01/99 or pre-10/01/99 pool or spa subject to this subsection shall consist of one or a combination of a fence, portion of a building, wall or other durable enclosure. The enclosure shall comply with the following:

(A) the enclosure must have a minimum perpendicular height of at least 48 inches as measured from the ground surface on the outside of the fence;

(B) openings in or under the enclosure shall not allow the passage of a 4-inch diameter sphere;

(C) planters or other structures that might allow small children to climb over the enclosure shall not be permitted within 36 inches, measured horizontally, from the outside of the enclosure;

(D) chain link fencing may be used for the enclosure of a pre-10/01/99 pool and spa if the chain link fencing was installed before September 1, 2004. Chain link fencing shall not be used for an enclosure for a post-10/01/99 pool or spa constructed on or after the effective date of these rules;

(E) doors, gates, or windows that open into a building are allowed as part of a pre-10/01/99 pool or spa enclosure. Windows that are capable of being opened are not allowed as part of a post-10/01/99 pool or spa enclosure. Doors or gates of a building that are capable of being opened are not allowed as part of a post-10/01/99 pool or spa enclosure unless:

(i) the doors or gates between the building and the pool yard or spa yard are for entry into a storage room, restroom, shower room, dressing room or mechanical room adjacent to the pool;

(ii) the room does not have any door or gate openings to the outside of the pool yard or spa yard enclosure; and

(iii) the room does not contain any gas chlorine containers.

(2) Gates and doors for pool yard or spa yard enclosures for post-10/01/99 and pre-10/01/99 pools and spas subject to this subsection shall:

(A) be equipped with self-closing and self-latching devices and be latched when the pool or spa is not in use. The self-closing device shall be designed to keep the gate or door securely closed and the self-latching device shall latch when the gate is allowed to close within in its range of operation, which is from its fully open position to 6 inches from the fully closed position;

(B) open outward away from the pool or spa except for gates constructed before October 1, 1999, in compliance with an applicable city ordinance;

(C) have hand activated door or gate opening hardware located at least 3.5 feet above the deck or walkway;

(D) be capable of being locked;

(E) be locked if it is for entry into a Class A or B pool or a spa, and the pool or spa is not open for use; and

(F) be locked if it is for entry into a Class C pool or a spa or Class D pool at a Class C facility and the pool or spa needs to be closed because of repairs, hazards, or other conditions.

(3) Pool yard and spa yard enclosures for post-10/01/99 pools and spas shall be constructed so that all persons will be required to pass through an enclosure gate or door in order to gain access to the pool or spa. All gates and doors exiting a pool yard or spa yard of a post-10/01/99 pool or spa shall open into a public area or walkway accessible by all users of the pool or spa.

(d) Gates propped open prohibited. No pool or spa owner or his agent or employee may knowingly allow a gate in a pool yard or spa yard enclosure to be propped open or to remain propped open and no person may prop open such gate unless an agent, employee, or contractor of the owner is present and doing construction, maintenance, or repair work in the pool yard or spa yard or on its enclosure that reasonably requires the gate to be propped open.

Source Note: The provisions of this §265.200 adopted to be effective September 1, 2004, 29 TexReg 7704

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Exhibit D

AGREEMENT FOR FENCE REMOVAL AND REPLACEMENT

This Agreement for District Fence Removal and Replacement (“Agreement”) is entered into by and between the Brushy Creek Municipal Utility District, a Texas conservation and reclamation district created and operating in accordance with Chapters 49 and 54 of the Texas Water Code, as amended (“BCMUD”), and _____, a Texas _____ (“Contractor”). Together, BCMUD and Contractor are referred to herein as the “Parties.”

Recitals

WHEREAS, BCMUD seeks to engage Contractor to remove and replace existing fencing at certain properties owned by BCMUD; and

WHEREAS, Contractor desires to provide such services on behalf of BCMUD in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, it is agreed as follows:

1. Scope of Work.

- a. **The Work.** Contractor hereby contracts and agrees to remove and replace existing fencing at the locations and areas more particularly described in Exhibit “A”, Specifications, attached hereto (the “Work”). The Work shall be performed by Contractor in accordance with all applicable regulatory requirements and the specifications described. In the event of any conflict between the terms and conditions of this Agreement, the Plans or any bidding documents, the terms and conditions of this Agreement shall control.
- b. **Changes in the Work.** BCMUD, without invalidating this Agreement, may order changes in the Work, consisting of additions, deletions or other revisions. Such changes in the work shall be authorized by written change order signed by BCMUD’s authorized representative and Contractor (“Change Order”). The cost or credit to BCMUD from a change in the Work, together with any revisions to the completion date, shall be determined by mutual agreement between BCMUD and Contractor. Additionally, BCMUD has the authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Completion Date and not inconsistent with the intent of this Agreement (“Construction Change Directive”). Such changes shall be effected by written Construction Change Directive and shall be binding on BCMUD and Contractor unless Contractor timely delivers a written objection to BCMUD reasonably disclosing the basis for its objection, no later than three (3) business days after its receipt of the Construction Change Directive. Contractor shall carry out such written Change Orders and Construction Change Directives promptly. No change in the Work, the Contract Sum, the Completion Date, or any other obligations of the Contractor under the Agreement shall be authorized and enforceable except pursuant to a duly executed Change Order, a binding Construction Change Directive, or a Modification to the Agreement.

2. Time of Completion.

- a. **Completion Time.** The Contractor shall achieve Substantial Completion of the Work within ten (10) days after the date of commencement. The Contractor shall achieve Final Completion of the Work, as that term is defined herein, within ten (10) days after the date of Substantial Completion. The commencement date shall be defined as the date of commencement of work, as set forth in a “Notice to Proceed” to be issued by BCMUD to Contractor after execution of this Agreement and the Plans by the Parties.
- b. **Substantial Completion.** Substantial Completion of the Work is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Plans so that BCMUD can utilize the Work for its intended use.
- c. **Final Completion.** Final Completion of the Work (sometimes referred to as “Completion of the Work”) means the actual completion of the Work, including any extras or change orders reasonably required or contemplated under this Agreement, other than warranty work or replacement or repair of the Work performed under the Contract.
- d. **Time of Performance.** Time is of the essence of this Agreement and with regard to Contractor’s performance of the Work. Contractor shall commence and proceed with its performance of the Work with reasonable diligence. BCMUD shall not dictate or determine the schedule of the working hours of Contractor; provided, however, that BCMUD may restrict the times during which Contractor accesses and performs Work on the Property and any portions thereof to normal working hours and days, consistent with written holiday schedules and policies of BCMUD which will be furnished to Contractor upon request.
- e. **Extensions of Time and Limitations of Delay Damages.** If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes or unusual delays in deliveries (to the extent not

avoidable or caused by the Contractor), fire or other unavoidable casualties, abnormal adverse weather conditions not reasonably anticipated, or any other causes that Contractor could not reasonably avoid, then the date required for Completion shall be extended by Change Order for such reasonable time. In the event that, as a result of all such delays, other than those caused by BCMUD's intentional interference, the required date of Completion is extended for a period beyond thirty (30) days from the required date of Completion, if any, the fixed or maximum amount of compensation, if any, shall be equitably adjusted to reflect the actual, direct, and reasonable costs incurred by the Contractor as a result of such excess delay. An extension of time and the recovery expressly provided herein shall be the Contractor's sole remedy for any delay in the Contractor's commencement or progress of the Work, unless the delay shall have been caused by acts constituting intentional interference by BCMUD, and then, only to the extent that such acts continue after the Contractor has provided written notice to BCMUD of such interference. BCMUD's reasonable exercise of any of its rights or remedies under this Agreement, regardless of the extent or frequency, shall not under any circumstances be construed as intentional interference with the Contractor's performance of the Work.

3. Performance by Contractor.

- a. **Contractor's General Obligations.** Contractor agrees to perform the Work diligently, using the Contractor's best skill and attention, and in compliance with the highest applicable industry standards.
- b. **Review of Field Conditions by Contractor.** Contractor agrees and acknowledges that it has carefully examined the Property, has adequately investigated the nature and conditions of the Property, has familiarized itself with conditions affecting the difficulty of the Work, and has agreed to the Work based on its own examination, investigation, and evaluation, and not in reliance upon any opinions or representations of BCMUD or any other party.
- c. **Labor and Materials.** Unless otherwise agreed to in writing by BCMUD, Contractor shall furnish at its own cost and expense all services, labor, materials, equipment, tools, transportation, facilities, and all other things necessary for the proper execution and completion of the Work.
- d. **Supervision and Construction Procedures; Safety.** Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Contractor shall be responsible to BCMUD for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and any other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons present on the Property or performing the Work, (b) the materials and equipment used in the performance of the Work, and (c) other real and personal property at the site or adjacent thereto.
- e. **Compliance with Laws.** Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to the performance of the Work, including those bearing on safety of persons and property and their protection from damage, injury or loss. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, a subcontractor, a sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable for and for which Contractor is responsible hereunder, except for damage or loss attributable to acts or omissions of BCMUD and not attributable to the fault or negligence of Contractor.
- f. **Payment to Subcontractors.** Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from BCMUD, out of the amount paid to Contractor on account of such subcontractor's or supplier's portion of the Work, the amount to which such subcontractor or supplier is entitled, reflecting percentages actually retained from payments to Contractor on account of such subcontractor's or supplier's portion of the Work. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in similar manner. BCMUD shall have no obligation to pay or see to the payment of money to a subcontractor or supplier except as may otherwise be required by law.
- g. **Warranties of the Work; Correction of Defective Work.** Contractor warrants to BCMUD that materials and equipment furnished in the performance of the Work will be of good quality and new unless otherwise required or permitted by BCMUD, that the performance of the Work will be free from defects not inherent in the quality required or permitted and that the performance of the Work will comply with applicable laws and regulations. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties shall commence on the Completion Date. Contractor shall promptly correct any Work determined by BCMUD to be defective or to fail to conform to the requirements of this Agreement, whether discovered before or after the Completion Date. Costs of correcting such defective or nonconforming Work shall be at Contractor's expense. In addition to the foregoing, if, within one year after the date for commencement of warranties established herein, any of the Work is deemed by BCMUD not to be in accordance with the requirements of this Agreement; Contractor shall correct it promptly after receipt of written notice from BCMUD to do so. If Contractor fails to correct defective or non-conforming Work within a reasonable time, BCMUD may correct such defective or non-conforming Work and may deduct the reasonable

cost thereof from any payment then or thereafter due contractor. Additionally, Contractor agrees to assign to BCMUD, as a condition of final payment hereunder, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

- h. **Licenses, Permits, and Fees.** Contractor shall be responsible for obtaining any and all licenses and any other legal, statutory and regulatory qualifications, permits and approvals for Contractor and Agents, so that Contractor may perform the Work in full and complete compliance with the legal, statutory and regulatory requirements of Texas and each other applicable jurisdiction. Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations, which are now or may become applicable to the Services. Unless the Parties agree, BCMUD shall pay the fee for any required building permit and any other governmental fee required for the proper execution and completion of the Work, including fees for inspections.
- i. **Cleaning Up.** Contractor shall keep the Property site and surrounding area free from waste materials, packaging, and other debris or rubbish accumulated in connection with the Construction Work by collecting and removing such waste materials, packaging, and other debris or rubbish from the Property site or placing it in locations designated by BCMUD on a daily basis. At completion of the Construction Work, Contractor shall remove from and about the job site and surrounding area waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus material. Failure to comply with the clean up requirements set forth in this Contract shall constitute a breach of this Agreement and violation of the Districts rules.
- j. **Contractor's Representations and Additional Warranties.** Contractor represents and warrants to BCMUD that, with respect to Contractor and each of the Agents:
 - i. Contractor and Agents are authorized and licensed, if applicable, to perform the Work, or their respective portion thereof, in Texas and any other applicable jurisdiction;
 - ii. Contractor has the full right, power, legal capacity and authority to enter into, execute and deliver this Agreement and to perform the obligations to be performed by Contractor or Agents hereunder;
 - iii. Contractor and Agents are not parties to or bound by any agreement or contract or subject to any restrictions that would prevent the Contractor or Agents from entering into and performing the obligations under this Agreement.

4. **Payment.** Payment for the Work shall be made to Contractor by BCMUD as provided herein below.

- a. **Total Compensation.** Contractor is entitled to receive compensation for Work performed hereunder to BCMUD's satisfaction in the amount of \$_____ (the "Contract Sum").
- b. **Invoice for Payment.** Contractor shall submit its application for payment of the Contract Sum upon Final Completion of the Work. BCMUD shall pay Contractor for said work within thirty (30) calendar days after receipt of the properly submitted application for payment. As a condition to payment, Contractor will be required to furnish to BCMUD (a) a sworn representation and warranty by Contractor that it has properly performed and completed all Work, (b) a release and waiver of Contractor's statutory and constitutional lien rights (conditioned only upon Contractor's actual receipt of the final payment) in connection with the Work performed by Contractor, (c) a sworn representation and warranty by Contractor (a "bills paid affidavit") that it has fully paid all known bills or obligations for Work, and (d) upon BCMUD's timely request, a bills paid affidavit and release of lien from each subcontractor and supplier who furnished labor and/or materials to the construction of improvements hereunder.
- c. **BCMUDs Right to Withhold Payment.** BCMUD shall be entitled to withhold payment from Contractor to the extent reasonably necessary to protect BCMUD as a result of (a) defective Work not remedied, (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to BCMUD is provided by the Contractor, (c) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment, (d) damage to BCMUD or another contractor, or (e) the persistent failure to carry out the Work in accordance with the requirements set forth in the Agreement.

5. **Termination.** This Agreement will continue in effect unless terminated by either Party as provided herein below.

- a. **Termination of the Agreement by BCMUD.** BCMUD may terminate the Agreement at any time for convenience (without cause) or for cause (due to Contractor's material breach). BCMUD may terminate the Agreement immediately following delivery of a written notice of termination to Contractor. If termination is for cause, at BCMUDs sole option, Contractor may be given time to cure such breach as specified in the notice, after which the Agreement will terminate immediately if the breach is not cured. Upon receipt of BCMUDs notice of termination, Contractor shall stop all work immediately but, unless expressly directed in writing by BCMUD to the contrary, shall take such actions reasonably necessary for the protection and preservation of the Work. In the event of termination for cause, BCMUD may take possession of the Property Site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor, require Contractor to assign its subcontracts to BCMUD, and may finish the Work by whatever reasonable method BCMUD may deem expedient. Contractor shall not be entitled to any further payment except to the extent of any amount by which the Work completed or installed by Contractor prior to termination and not previously paid for by BCMUD exceeds the amount due by Contractor to BCMUD, including all damages which BCMUD is entitled to recover against Contractor for breach of the Agreement. In the event that termination is for convenience, Contractor shall be paid

for (a) the Work properly executed in accordance with the Agreement prior to the effective date of termination (to the extent not previously paid to or for the benefit of Contractor) and (b) the actual, reasonable costs necessarily incurred by Contractor to protect the Work following the termination as required herein. BCMUD shall not be responsible for damages or recoveries arising from the termination of the Agreement except as expressly provided herein.

- b. **Termination of the Agreement by Contractor.** Contractor may terminate the Agreement only for cause (due to BCMUD's material breach). Contractor may deliver a written notice of termination of the Agreement to BCMUD setting forth in reasonable detail the basis for such termination and providing BCMUD with a period of not less than ten (10) calendar days to cure such default. If BCMUD fails to cure the default within the time period stated in the initial notice of termination letter, Contractor may terminate the Agreement no less than five (5) calendar days following delivery of a final notice of termination letter to BCMUD. Contractor access to the Property Site shall cease upon the effective termination of the Agreement; however, prior to leaving the Property Site, Contractor shall take such actions reasonably necessary for the protection and preservation of the Work. In the event of Contractor's termination for cause, Contractor shall be entitled to recover (a) payment for the Work properly executed in accordance with the Agreement prior to the effective date of termination (to the extent not previously paid to or for the benefit of Contractor) and (b) the actual, reasonable costs necessarily incurred by Contractor to protect the Work following the termination as required herein, demobilize Contractor's workforce, and cancel Contractor's subcontracts. BCMUD shall not be responsible for damages or recoveries arising from the termination of the Agreement except as expressly provided herein.
 - c. **Survival of Obligations following Termination.** Except as may be expressly agreed in writing by the Parties, all warranty obligations or other obligations of the Contractor to complete or repair defective Work arising under the Agreement shall survive any termination of such Agreement (other than Contractor's termination of the Agreement for cause). Further, in the event of termination for any reason and by any Party, Contractor agrees to comply with BCMUD directives regarding the return of all materials and equipment purchased by BCMUD. Contractor shall provide reasonable cooperation to BCMUD in effecting a smooth and orderly transition of all matters that were being handled by Contractor prior to termination. All records, including all documents, articles or items that may be supplied by BCMUD to Contractor or Agents, shall be and remain the sole and exclusive property of BCMUD and shall be surrendered to it upon demand (and, in any event, within five (5) days of termination). Upon the termination of the Agreement (or this Agreement) or upon the demand of BCMUD prior to termination, Contractor shall immediately deliver to BCMUD at such place or places as may be designated by it, any and all other property of BCMUD in its possession or under its control.
6. **Relationship of Parties.** The Parties understand and agree that Contractor shall provide the Services to BCMUD as a non-exclusive independent contractor, with all of its attendant rights and liabilities, and not as an agent or employee of BCMUD. Nothing in the Agreement or otherwise is intended or will be construed to create a joint venture, partnership, employment or similar relationship. Neither Contractor nor any of Contractor's employees, representatives or agents will be deemed to be employed by BCMUD or be eligible for any employee benefits from BCMUD and, except as may be required by lawful authority, BCMUD will make no deductions or payment for taxes, insurance, bonds or other sums. The name "BCMUD" may not be used by Contractor in any manner tending to give the impression that any authority has been delegated to Contractor or Agents other than that as an independent contractor. Neither Party shall have the authority to bind the other to any contract or agreement whatsoever. Nothing in the Agreement shall be interpreted as authorizing Contractor or Agents to act for BCMUD in the collection of money, extension of credit, acceptance of service of process, or to make any commitment that would bind BCMUD to any contract or agreement. Contractor has sole authority and responsibility to hire, fire and otherwise control its employees and neither Contractor nor its employees are employees of BCMUD. Contractor acknowledges and agrees that nothing herein shall entitle or render Contractor eligible to participate in any benefits or privileges provided by BCMUD for its employees.
 7. **Taxes.** Contractor agrees to timely withhold and pay all taxes and fees assessed on Contractor or required of Contractor to pay or withhold to, for, or with respect to Agents or any other person in connection with or incident to the performance of the Agreement, by the United States, any state and any governmental agency, as well as unemployment compensation insurance, social security, or any other taxes upon Contractor and Agents. Contractor agrees to require the same agreements and be liable for any breach of such agreements by any of the Agents. Contractor acknowledges that Contractor is responsible for payment of all income taxes, including estimated quarterly payments. Contractor shall pay all sales tax for taxable materials and labor or services (to the extent such labor or services are taxable) purchased by or furnished to Contractor by its subcontractors and suppliers. All subcontracts shall be separated so that no sales tax is incurred, charged or paid on non-taxable labor or services.
 8. **Insurance.** As an independent contractor, Contractor acknowledges that it is solely responsible for providing its own insurance coverage, including, but not limited to, unemployment compensation and workers' compensation to its employees, and that such coverage shall be maintained by Contractor in the statutory limits which are presently in effect or which may be in effect in each of the applicable jurisdictions where Contractor will perform the Work. Without limiting

the foregoing, Contractor shall, at Contractor's sole cost and expense, maintain the following insurance with insurers satisfactory to BCMUD and with limits no less than those states as follows:

- a. Statutory Workers Compensation Insurance (statutory coverage) and Employer's Liability insurance with limits of not less than \$500,000 per occurrence. Such policy shall be endorsed to name BCMUD as "alternate employer" to prevent Contractor's workers' compensation carrier from denying coverage based on a claim of employment status. Such alternate employer endorsement shall not imply an employer/employee relationship the Parties. Contractor hereby waives all claims and causes of action against BCMUD for any and all injuries suffered by Agents;
- b. Commercial General Liability insurance providing coverage against liability arising out of or based on any act, error or omission of Contractor or any of the Agents under this Agreement, with limits of not less than \$500,00 for each occurrence of bodily injury and property damage liability, \$1,000,000 general aggregate and products/completed operations coverage; and
- c. Business Automobile Liability insurance with a limit of not less than \$500,000 per occurrence for bodily injury and property damage liability written to cover all owned, hired and non-owned automobiles arising out of the use thereof by or on behalf of the Contractor and Agents.

All such insurance shall be primary. All policies shall include a waiver of subrogation in favor of BCMUD, and all policies shall require at least thirty (30) days prior written notice to BCMUD of any intention to cancel, terminate or reduce coverage provided thereby. BCMUD shall be named as additional insureds on the commercial general liability and business automobile liability policies. Prior to the commencement of the Work, Contractor shall furnish to BCMUD a Certificate of Insurance, endorsements, or evidence of coverage signed by authorized representatives of the companies providing the coverage required under the terms of the Agreement. Upon request and without expense to BCMUD, Contractor shall furnish BCMUD with certified copies of said insurance policies signed by authorized representatives of the insurance companies. Failure to secure the insurance coverages, or the failure to comply fully with any of the insurance provisions of the Agreement as may be necessary to carry out the terms and provisions of the Agreement shall be deemed to be a material breach of the Agreement. The lack of insurance coverage does not reduce or limit Contractor's responsibility to indemnify BCMUD as set forth in the Agreement. Any and all deductibles and premiums associated with the above-described insurance policies shall be assumed by, for the account of, and at the sole risk of the Contractor. BCMUD reserves the right to review the insurance coverage requirements of the Agreement. Contractor shall require similar insurance levels from its sub-contractors and other Agents.

9. Indemnity.

- a. **General Indemnification.** Contractor agrees to indemnify, defend and hold harmless BCMUD or any of BCMUDs employees, directors, officers, managers, members, agents, affiliates or representatives (collectively "BCMUD Representatives") from and against any and all claims, liability, demands, actions, judgments, settlements, penalties, losses, costs, damages, fines or expenses of any kind, including reasonable attorney's fees and court costs, attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) incurred by BCMUD or BCMUD Representatives which arise out of: (1) any acts, errors, omissions, or negligence of Contractor or Agents, or other individuals for whom Contractor is liable; (2) the Work performed hereunder; (3) the breach of or the performance of the Agreement by Contractor; or (4) all claims or causes of action brought against BCMUD or BCMUD Representatives by any third party or by Agents arising from Contractor's employment of, or the acts or omissions of any of the Agents, except to the extent that a claim, damage, loss or expense is caused by the gross negligence or intentional acts of BCMUD or BCMUD Representatives. **THE FOREGOING INDEMNITY IS INTENDED TO COVER ANY NEGLIGENCE OF BCMUD OR THE BCMUD REPRESENTATIVES OTHER THAN GROSS NEGLIGENCE AND WILLFUL OR KNOWING ACTS.** This provision relating to indemnification shall survive the termination of this Agreement and may be enforced by BCMUD, or its successors or assigns.
- b. **Indemnification for Lien Claims.** Contractor shall indemnify BCMUD and BCMUD Representatives against all lien claims and bond claims, including expenses, costs of bonds to remove liens, and attorneys' fees related to such claims, which may be asserted by mechanics, material men, suppliers, subcontractors or equipment lessors of Contractor or its Agents or anyone claiming under any of them. In the event liens are placed on the Work or the Property, Contractor shall immediately obtain a bond to remove such lien, or provide such other alternative security as BCMUD deems appropriate. If bond claims or lien claims are filed by any subcontractors, material men, suppliers, mechanics or equipment lessors of Contractor or its Agents, BCMUD shall have the right to suspend payments to Contractor and either hold money due Contractor or, if satisfactory security is not timely furnished, make payments to said claimants and charge the payments against Contractor.
- c. **Indemnification for Defense Costs.** Contractor's obligation to indemnify BCMUD and BCMUD Representatives against any attorneys' fees or other costs or expenses incurred by BCMUD and BCMUD Representatives in connection with the defense of any claims or causes of action within the scope of this Section 9 shall be construed as a separate item of indemnification which shall be an absolute obligation of Contractor even if such claims or causes of action are invalid or groundless.

10. **Dispute Resolution/Mediation.** The Parties agree to meet and confer in good faith on all matters of common interest or all controversies, claims, or disputes which may arise under the Agreement. The Parties agree that all disputes arising out of or relating to the Agreement (other than those relating to use or disclosure of Confidential Information), which cannot be resolved through informal conference will be submitted to mediation prior to exercising any judicial remedies.

11. **Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, or by facsimile transmission, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section 12 of a change of address or other information provided herein:

If to BCMUD:

Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, TX 78681
Attn: Mike Petter, General Manager
Telephone: (512) 255-7871
Fax: (512) 255-0332

If to the Contractor:

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above. Confirmation of receipt of any facsimile sent must be received in order to presume that the transmission was received.

12. General Provisions.

- a. **Assignment.** This Agreement and Contractor’s obligation and duties to BCMUD hereunder are not transferable or assignable by Contractor. This Agreement may be assigned by BCMUD at any time, provided that, unless the Parties otherwise agree in writing, BCMUD shall remain financially responsible for any payments required to be made hereunder to Contractor. BCMUD will provide Contractor with notice of such assignment, if any.
- b. **Waiver.** Failure of BCMUD at any time to enforce any provisions of this Agreement shall not be construed to be a waiver or relinquishment of BCMUDs rights granted hereunder or of the future performance of such provision, and the obligations of Contractor with respect thereto shall continue in full force and effect. No provision of this Agreement will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party giving the waiver or consent.
- c. **Choice of Law.** This Agreement is made under, and will be enforced and construed in accordance with the laws of the State of Texas. All claims, disputes or causes of action arising hereunder will be resolved pursuant to Section 10 of this Agreement. Should, for any reason whatsoever, any claim, dispute, or cause of action fail to be resolved pursuant to Section 10 of this Agreement, such claim, dispute, or cause of action shall be filed in the court of competent jurisdiction in Williamson County, Texas, which venue shall be exclusive.
- d. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one of the same Agreements. Faxed signatures and countersignatures shall be deemed originals for all purposes and proper evidence of assent of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by the last signatory hereto.

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

OWNER:

Brushy Creek Municipal Utility District

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A: Specifications for District Fencing Removal and Replacement Project

The Brushy Creek MUD’s Parks Master Plan has identified the need for various fencing replacements throughout the District. Staff put together project concept plans and presented these to the Board of Directors for their approval of the fencing replacements. The following information is provided to assist vendors in preparing their pricing proposals for this project. However, in order for proper measurements and a full scope understanding of the entire fencing project necessary to provide an accurate pricing proposal, the District is requiring an on-site walk-thru of the three properties requiring new fencing. The walk-thru will be on Monday, December 9, 2013. Vendors are to meet at the Brushy Creek Community Center located at 16318 Great Oaks Drive, Round Rock, TX 78681 at 10:00 a.m.

VENDOR shall take every precaution to minimize or eliminate any damage to grass and landscaping that may be affected in the construction process and will repair any damage. Any damage to surrounding area must be repaired.

VENDOR is responsible for utility locates.

Fencing Disposal: VENDOR must roll up the chain link and barbed wire fencing from the Creekside Park and Pool and place it at our maintenance yard, along with the poles and crossbeams from the fencing. The barricade from Neenah Road shall be cut up and stacked at the maintenance yard. The wood railing from the Bat Observation Deck may be disposed of.

The Maintenance Yard is located within the District, approx. ½ mile from Creekside Pool. Staff will escort the Vendor to the maintenance yard as this is a locked facility.

Locations for existing fence removal and replacement:

- 1. Brushy Creek Community Center Bat Observation Deck
16318 Great Oaks Drive
Round Rock, TX 78681**

The Bat Observation Deck is located in Community Park, behind the Brushy Creek Community Center. The deck consists of a wooden platform with wooden pickets as a railing. The wooden pickets are a regular target for vandals, primarily kicking them out. The District would like the wooden picket railing replaced with a 4 foot tall, squared metal (wrought iron) railing, powder coated black.

Existing Bat Observation Deck Railing:



Example of acceptable railing option:



- 2. Creekside Park and Pool
4302 Brushy Creek Road
Round Rock, TX 78681**

The current fencing at the pool is a 6 foot chain link topped with barbed wire. This fence is in bad shape, and is not consistent with other fencing styles in the District. In addition, the chain link and barbed wire is not successful in keeping out vandals and trespassers. The District would like this existing chain link fencing to be replaced with:

- 7’ high ornamental fence
- ¾” sq. press point pickets at 4-1/2” on center
- 2-1-1/2” rails, 2-1/2” post at 8’ on center
- All galvanized and powder coated black
- (or near equivalent materials)

Examples of various acceptable railing options:



Existing Fencing at Creekside Pool (to be removed):



Fencing Disposal: VENDOR must roll up the chain link and barbed wire fencing from the Creekside Park and Pool and place it at our maintenance yard, along with the poles and crossbeams from the fencing. The barricade from Neenah Road shall be cut up and stacked at the maintenance yard. The wood railing from the Bat Observation Deck may be disposed of.

The Maintenance Yard is located within the District and Staff will escort the Vendor to the maintenance yard, as this is a locked facility.

Overview of Creekside Park and Pool Fencing to be **REMOVED**, indicated in RED LINES:



Vendor will remove 6 ft. high chain link with barbed wire fencing around the swimming pool and bath house and will replace this portion of the fencing with 7 ft. high vertical metal/wrought iron fence with a pinched end, as described earlier. (See next page)

Fencing Disposal: VENDOR must roll up the chain link and barbed wire fencing from the Creekside Park and Pool and place it at our maintenance yard, along with the poles and crossbeams from the fencing. The barricade from Neenah Road shall be cut up and stacked at the maintenance yard. The wood railing from the Bat Observation Deck may be disposed of.


The Maintenance Yard is located within the District and Staff will escort the Vendor to the maintenance yard, as this is a locked facility.

Overview of Creekside Park and Pool Fencing **REPLACEMENT** areas, indicated in GREEN LINES:



Vendor will remove existing fencing around the swimming pool area and will replace this portion of the fencing with:

- 7' high ornamental fence
- ¾" sq. press point pickets at 4-1/2" on center
- 2-1-1/2" rails, 2-1/2" post at 8' on center
- All galvanized and powder coated black
- (or near equivalent)

This fence will also require various gates to be installed with the fencing.  The green circles indicate areas where gates are to be installed. Each gate area is numbered and the corresponding number below will describe the gate required for that area. All gates should be 7' high and match the new fencing.

1. Vending area: 2 each, 2 ft. wide gates/doors that open outward.*
2. Outside access to pump room: Gate should be a total of 8 ft. wide, with 2 each, 4 ft. wide gates/doors that open outward.*
3. Internal access to pump room: Gate should be a total of 4 ft. wide and open outward.*
4. Additional access to pool area: Gate should be a total of 8 ft. wide, with 2 each, 4 ft. wide gates/doors that open outward.*

***Or Near Equivalent**

Add: Vendor must also indicate pricing on re-setting the existing wrought iron fencing that is around the pool office and bath house. This existing fencing will not be removed but needs repaired. Please provide your cost for this repair.

3. Barricade located at Great Oaks Drive and Neenah Road Intersection

There is a barricade at the end of Neenah Road facing the Community Park. The design of the barricade is comparable to a barricade that would have been installed during construction. It appears dated and is obviously in contrast to the other fences and barricades installed in the District. This barricade is approximately 80 feet long and runs along Great Oaks Drive above a deep culvert in the Community Park. Vendor is to remove this existing barricade and replace it with a metal or galvanized piping fence, powder coated black in color. The footings would be concreted into the ground.

Existing Barricade to be Removed and Replaced:



Sample of Acceptable/Desired Type of Barricade, except we want black powder coat:

