



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** January 29, 2013

**Prepared By:** Mickey Roberts **Phone #:** 854-6613

**Division Director/Manager:** Charles Bergh

**Department Head:** *Carol B. J...*  
Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Gomez, Precinct Four

**AGENDA LANGUAGE:** Consider and take appropriate action on a multi-use agreement and resolution with the Texas Department of Transportation (TxDOT) for construction of trailway within the SH130 and SH71 rights-of-way as part of Phase 1 of the Onion Creek Greenway grant project in Precinct Four.

### **BACKGROUND/SUMMARY OF REQUEST:**

This agreement is to allow the County to install and maintain a public hike and bike trail within the SH130 and the SH71 right-of-way at their respective crossings of Onion Creek. As part of an existing grant agreement with Texas Parks and Wildlife Department (TPWD) for the first phase of Onion Creek Greenway development, the approved resolution and multi-use agreement will provide right of way access for trail continuity along the Onion Creek corridor. The TNR Parks division will maintain a fence and barriers along access roads on the north and south sides of SH130 to prevent improper access.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval.

### **ISSUES AND OPPORTUNITIES:**

TPWD will not provide authorization to proceed with construction of Phase 1 of the Onion Creek Greenway Urban Outdoor Grant without an executed multi-use agreement with TxDOT. Any construction performed without TPWD authorization may be considered ineligible for reimbursement under the grant. The grant contract deadline to complete Phase 1 construction is July 15, 2013.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Parks will maintain and operate the facility using funding allocated through the County budget process. Voter approved 2005 bond funds will be used to construct the fence and barricades along SH130 access roads. The hike and bike trail and associated construction within the right of way are part of the Onion Creek Greenway Phase One Urban Outdoor Grant with TPWD. The resolution and terms of the multi-use agreement have no fiscal impact on the grant contract with TPWD,

however, an executed agreement is required to receive the \$1 million in grant funds awarded by TPWD.

**ATTACHMENTS/EXHIBITS:**

Resolution

Multiple Use Agreement

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**

Charles Bergh	Director	Parks	854-9408
Miguel Villareal	Project Manager	TNR	854-7586
Melinda Mallia	Project Manager	NREQ	854-4460
Kurt Neilsen	Supervisor	Parks	854-7218

: :  
**4501 - Park Svs -**

# ***RESOLUTION***



A RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS

**WHEREAS**, Travis County desires to provide quality park facilities for its residents;

**WHEREAS**, Travis County is in the process of developing Phase 1 of the Onion Creek Greenway;

**WHEREAS**, Travis County has requested State (Texas Department of Transportation, TxDOT) to permit construction, maintenance and operation of a public trail under the SH 130 and SH 71 bridges at their respective crossings of Onion Creek;

**WHEREAS**, TxDOT has indicated its willingness to approve establishment of such a trail and other uses conditioned that Travis County will enter into agreement with the State;

**WHEREAS**, Travis County agrees to design, construct, and maintain the trail and all features associated with the project at no cost to the State; and

**WHEREAS**, In an effort to reduce vandalism and illegal dumping under the SH130 bridge, Travis County agrees to construct and maintain barriers and service gates along the northbound and southbound access roads;

**NOW, THEREFORE, BE IT RESOLVED**

Travis County Commissioners Court authorizes the County Judge to sign such an agreement in the form of Multiple Use Agreement 2044 upon completion by the State.

Introduced, read and passed on this 29<sup>th</sup> day of January, 2013.

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**SAMUEL T. BISCOE**  
*County Judge*

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**RON DAVIS**  
*Commissioner, Precinct One*

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**SARAH ECKHARDT**  
*Commissioner, Precinct Two*

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**GERALD DAUGHERTY**  
*Commissioner, Precinct Three*

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**MARGARET J. GÓMEZ**  
*Commissioner, Precinct Four*

**MULTIPLE USE AGREEMENT**

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**THIS AGREEMENT** made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and Travis County hereinafter called the "County", party of the second part, is to become effective when fully executed by both parties.

**WITNESSETH**

**WHEREAS**, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the governing body for Travis County, entered into Resolution/Ordinance No. \_\_\_\_\_, hereinafter identified by reference, authorizing the County's participation in this agreement with the State; and

**WHEREAS**, the County has requested the State to permit the construction, maintenance and operation of a public hike and bike trail on the highway rights of way of SH 130 and SH 71, (Control/Section numbers 440-6 and 265-1, respectively), approximately two and a half miles east of the Austin Bergstrom International Airport, shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

**WHEREAS**, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the County will enter into agreements with the state for the purpose of determining the respective responsibilities of the County and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the state.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

### **1. DESIGN AND CONSTRUCTION**

The County will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State.

### **2. INSPECTION**

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

### **3. PARKING REGULATIONS**

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1<sup>1</sup>/<sub>2</sub> ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

### **4. PROHIBITION/SIGNS**

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

### **5. RESPONSIBILITIES**

Maintenance and operation of the facility shall be entirely the responsibility of the County. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

## **6. FEES**

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The County shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The County shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the County's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

## **7. TERMINATION UPON NOTICE**

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

## **8. MODIFICATION/TERMINATION OF AGREEMENT**

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be : (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

## **9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS**

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

## **10. RESTORATION OF AREA**

The County shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The County shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

## **11. PREVIOUS AGREEMENTS**

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

## **12. LIABILITY**

The parties agree that neither party is an agent, servant or employee of the other party, and that it is responsible for its own acts and deeds and for those of its agents or employees.

To the extent permitted by Texas law, the County agrees that it is responsible, to the exclusion of any such responsibility of the State, its agents and employees, for any and all liability, suits, actions, and claims for any and all injuries or damages sustained by any person or property to the extent that they are caused by its negligent acts or omissions and the negligent acts or omissions of its employees, professional consultants, contractors, and agents, during their performance of work and in consequence with the performance of the design, construction, maintenance and operation of the facility, as determined by a court of competent jurisdiction. The County is not responsible for any liability, suits, actions, and claims for any and all injuries or damages sustained by any person or property to the extent that they are caused by the negligent act of any other entity, including the State, its employees, professional consultants, contractors, and agents. Such responsibility includes but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended."

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the County. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the County shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the County to pay or disburse any sum of money hereunder.

## **13. INSURANCE**

The County shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the County's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility. A copy of the State's standard Certificate of Insurance with coverage requirements is attached hereto as **Exhibit "F"**.

## **14. USE OF RIGHT OF WAY**

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

**15. ADDITIONAL CONSENT REQUIRED**

The State asserts only that it has sufficient title for highway purposes. The County shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

**16. FHWA ADDITIONAL REQUIREMENTS**

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

**17. CIVIL RIGHTS ASSURANCES**

The County, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the County shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

**18. AMENDMENTS**

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

**19. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

**20. AUDIT**

The State may conduct an audit or investigation of any aspect of this agreement. The County must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the County if that service is authorized by this agreement.



**21. AUTHORITY OF STATE AUDITOR**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**22. NOTICES**

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

**STATE**  
(Mailing Address)

Texas Department of Transportation  
Maintenance Division  
125 East 11<sup>th</sup> Street  
Austin, Texas 78701-2483

**Travis County**  
(Mailing Address)

**Travis County**  
**Public Works Department**  
**411 W. 13<sup>th</sup> Street**  
**Austin, Texas 78767-1748**

**23. WARRANTS**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signature, the County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and the State on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**TRAVIS COUNTY**

(Name of other party)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Contact Office and Telephone No.

**STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Director, Maintenance Division

\_\_\_\_\_  
F. Howard Holland, P.E.  
Printed Name

\_\_\_\_\_  
Date

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Gregory A. Malatek, P.E.  
Printed Name

\_\_\_\_\_  
Date

## **ATTACHMENT A**

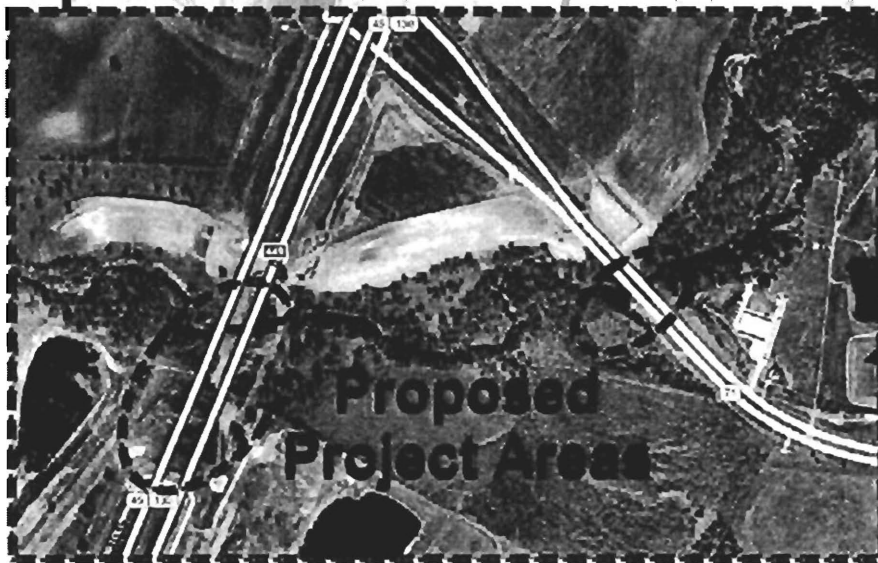
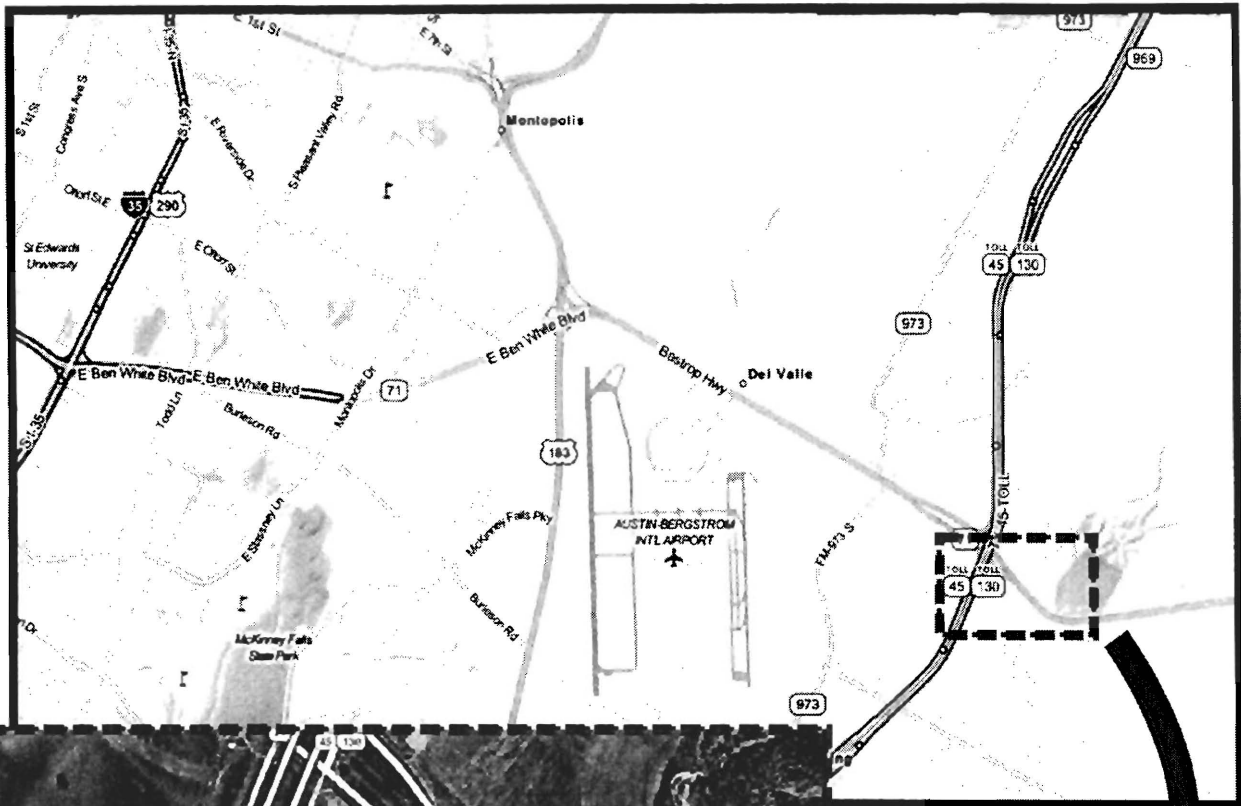
Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

## **EXHIBIT E**

## **EXHIBIT A**

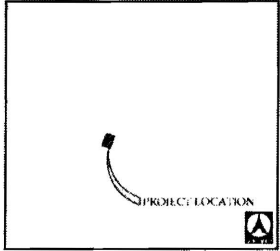
### **General Layout and Location**



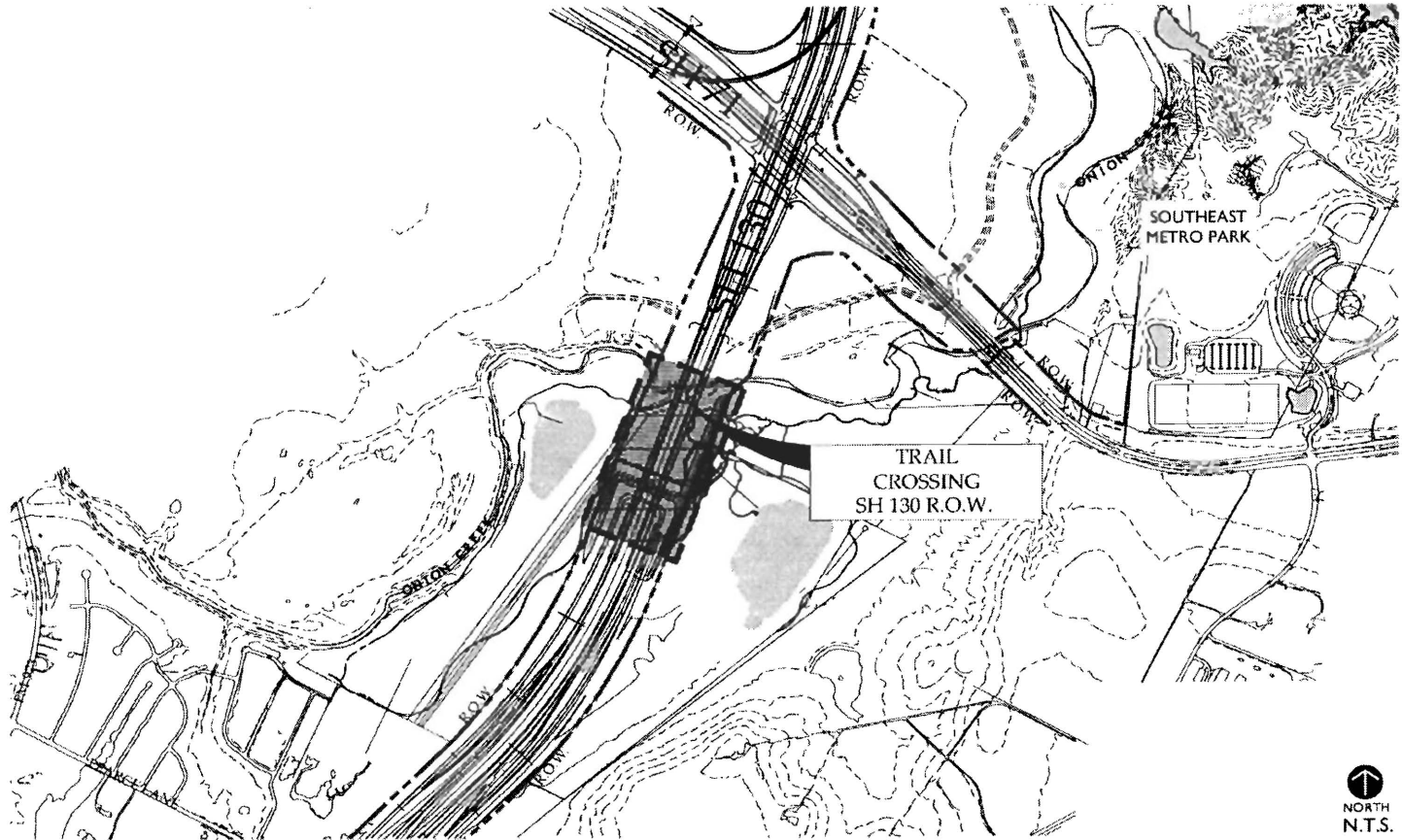
**EXHIBIT A**  
**LOCATION MAP**

**EXHIBIT B**  
**Proposed Construction Plans**  
**(Metes and Bounds Description)**

PROJECT ADDRESS  
Pearce Lane at SH 130  
Travis County, Texas 78617



VICINITY MAP N.T.S.

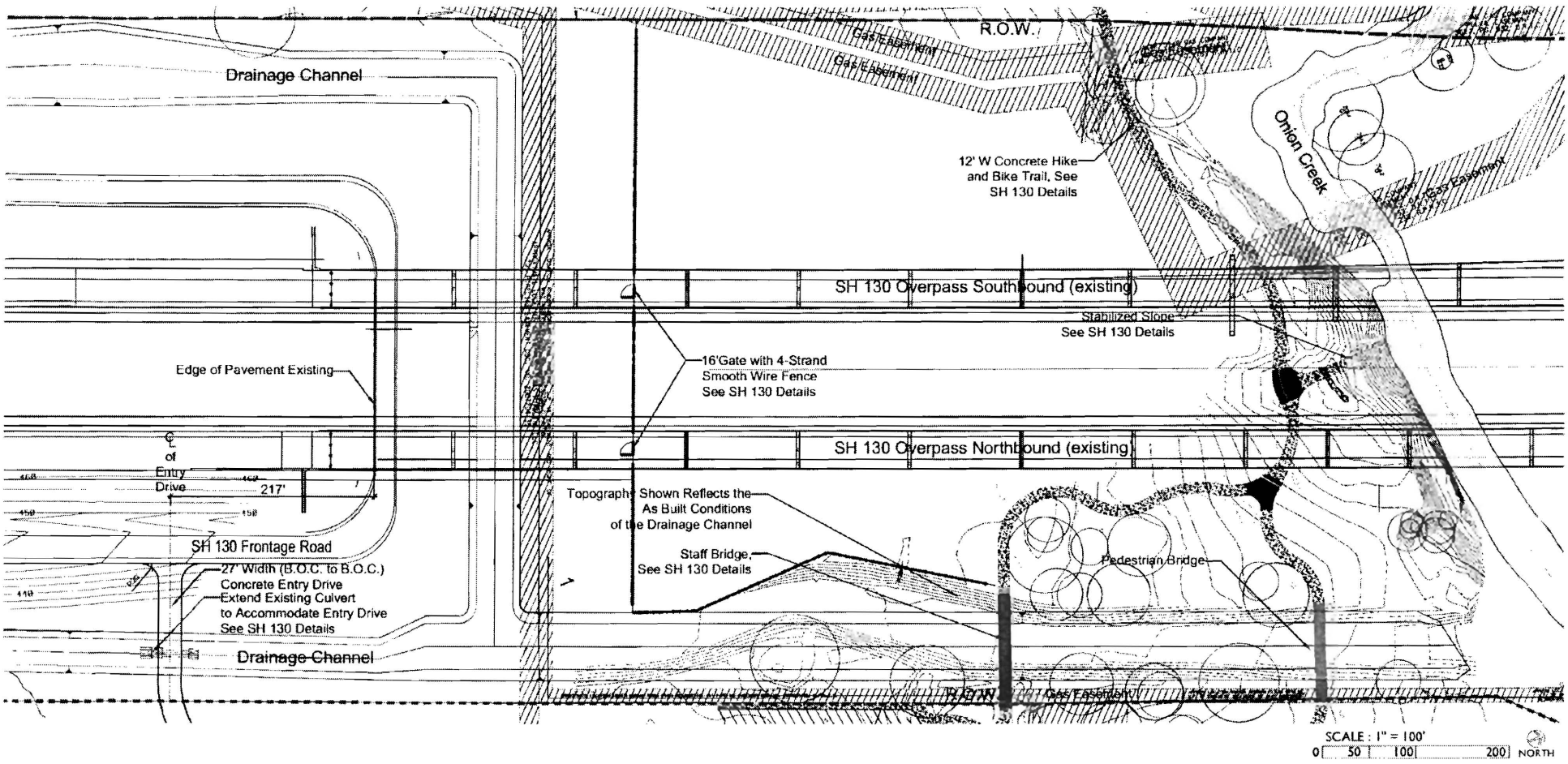


Onion Creek Greenway Phase 1  
**EXHIBIT B - SH 130 Trail Crossing - Location Map**

Note:  
Design is preliminary  
and subject to change

October 17, 2012



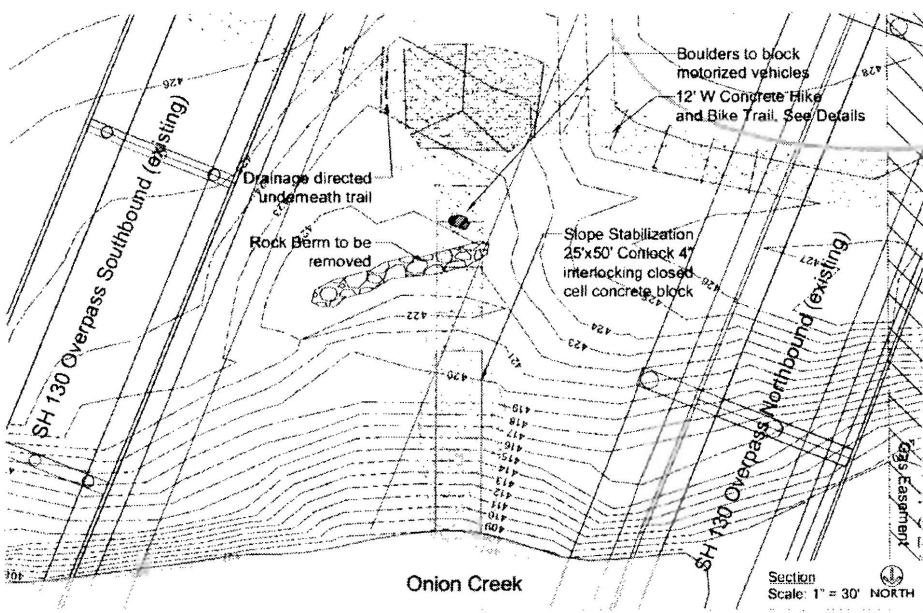


Onion Creek Greenway Phase 1  
**EXHIBIT B - SH 130 Trail Crossing**

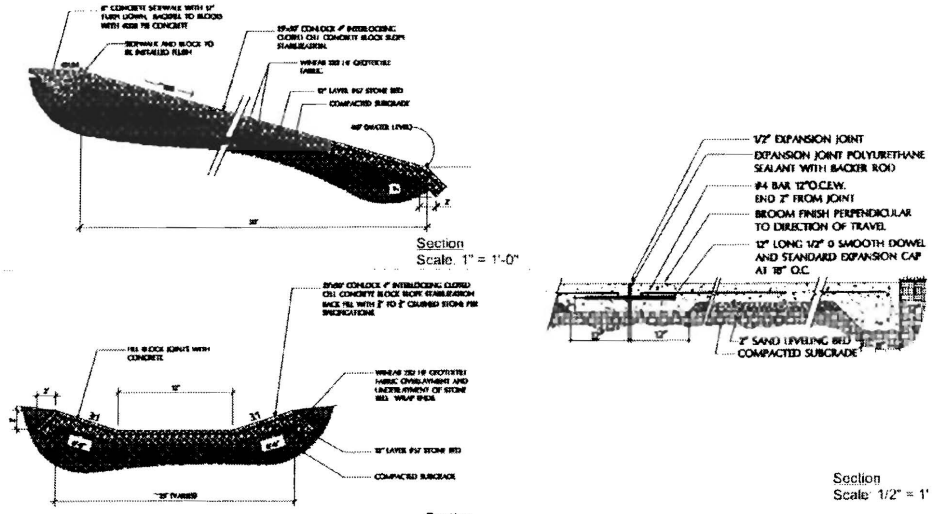


Note:  
 Design is preliminary  
 and subject to change  
 October 17, 2012

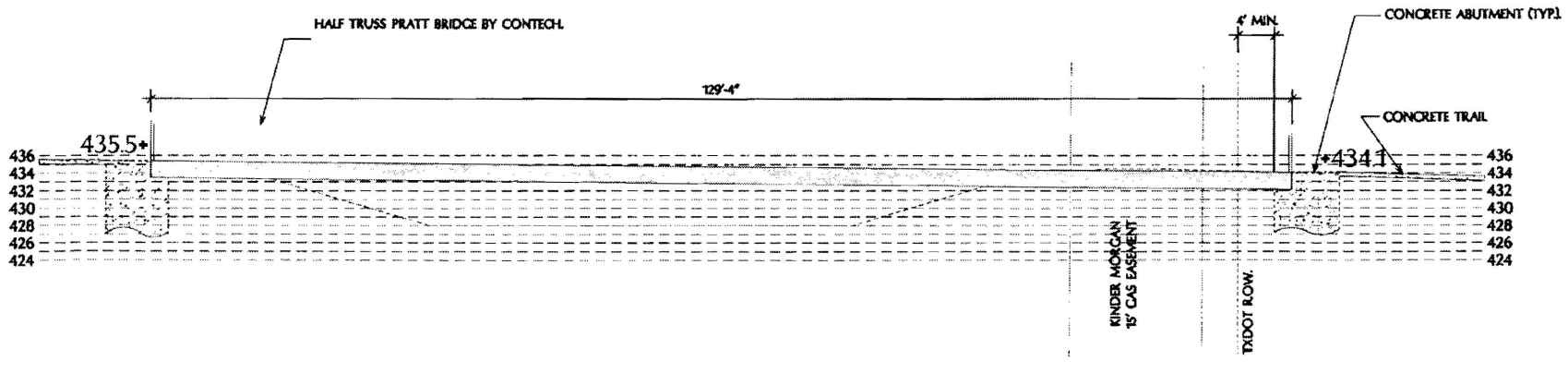




Stabilized Slope



12' Width Concrete Hike and Bike Trail (6" Thick)



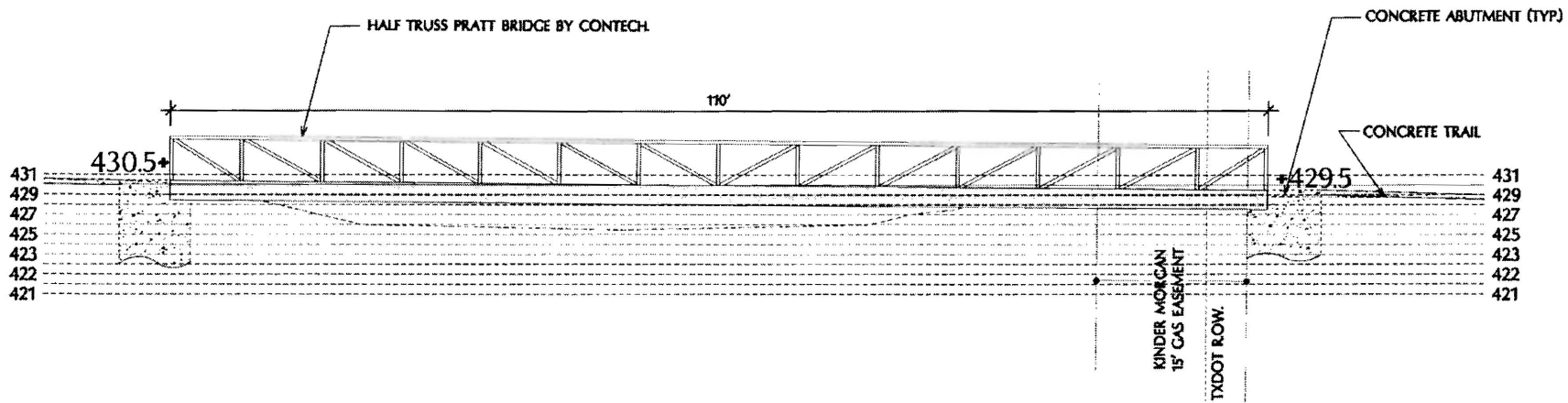
Staff Bridge

Onion Creek Greenway Phase 1  
EXHIBIT B - SH 130 Details

Note:  
Design is preliminary  
and subject to change

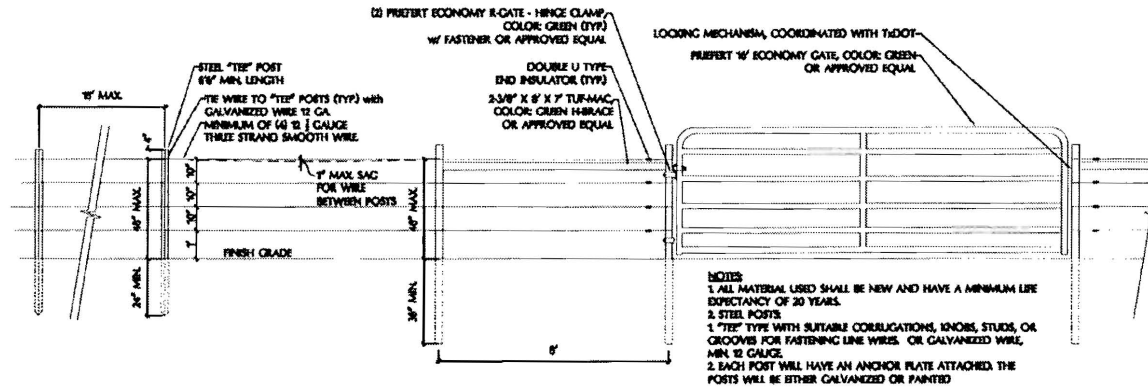


October 17, 2012



Section  
Scale: 1" = 10'

Pedestrian Bridge



Section  
Scale: 1/4" = 1'-0"

16' Gate and 4-Strand Smooth Wire Fence

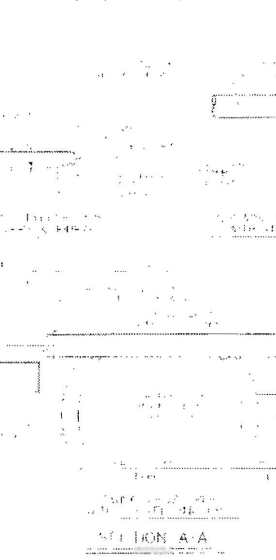
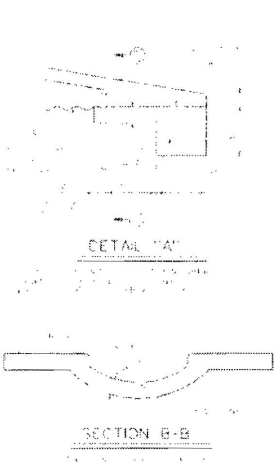
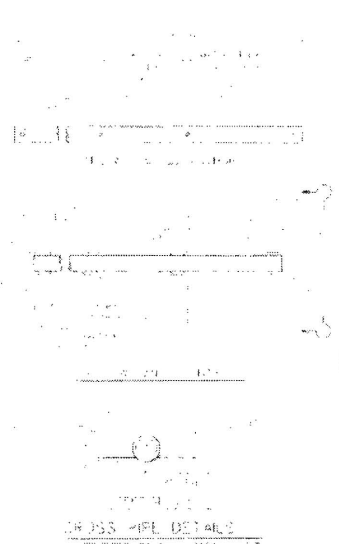
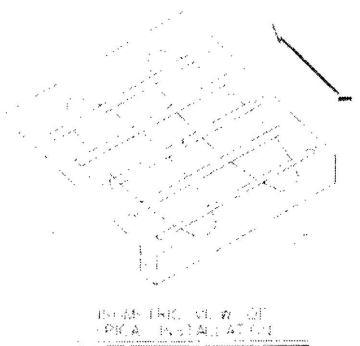
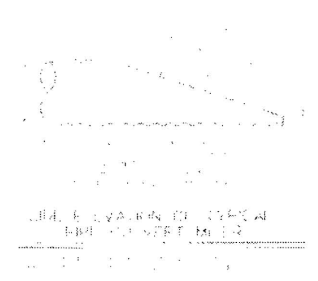
Onion Creek Greenway Phase 1

EXHIBIT B - SH 130 Details



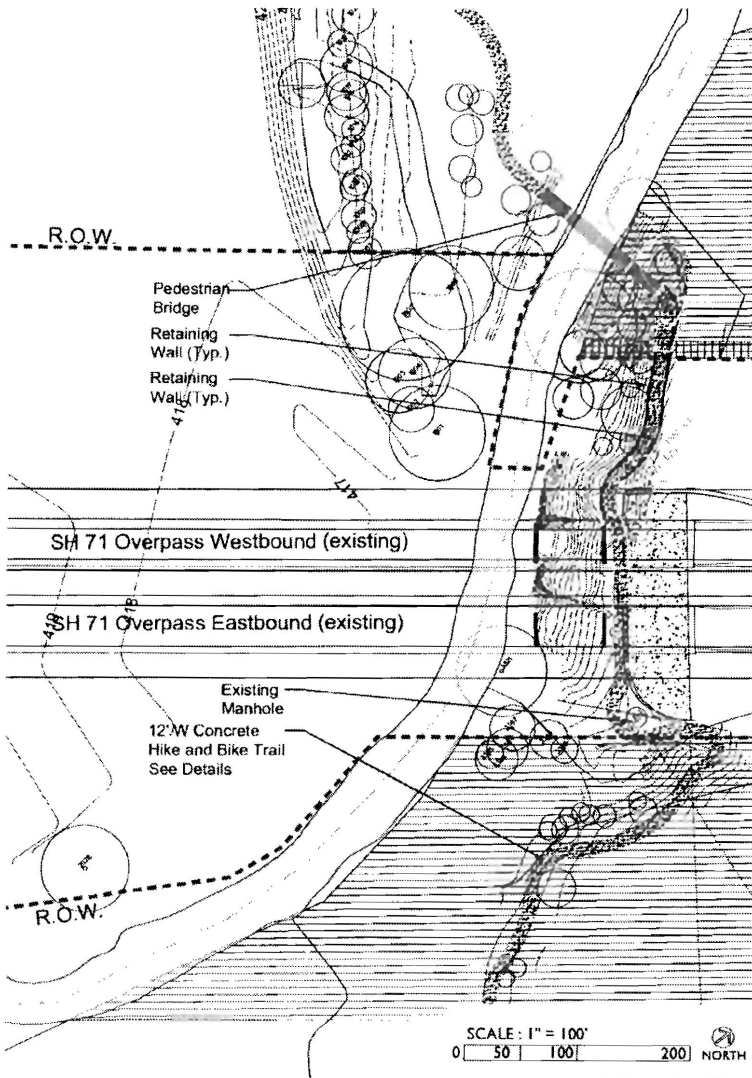
Note:  
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and subject to change

October 17, 2012

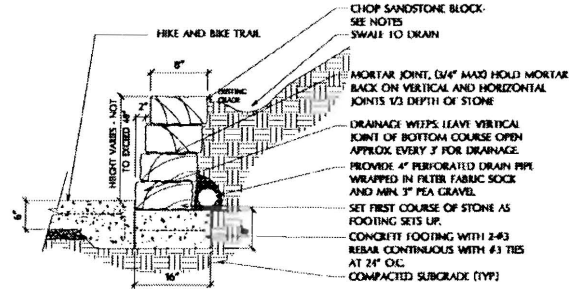


★ SAFETY END TREATMENT  
FOR 27'-0" TO 37'-0" DIA  
PIPE CULVERT  
TYPE - PARALLEL CHANNEL  
  
SETP-PD

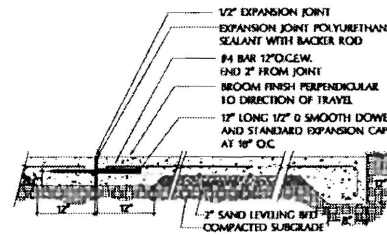
Culvert Extension  
Onion Creek Greenway Phase 1  
**EXHIBIT B - SH 130 Details**



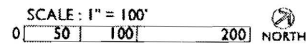
SANDSTONE NOTES:  
 1. CHOP BLOCK SANDSTONE "AUTUMN BLEND" FOR WALLS SHALL BE 4" HEIGHT X 8" DEPTH X 12" LENGTH (VARIABLES). 2. PROVIDE SAMPLE OF STONE FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO DELIVERY TO SITE. AVAILABLE FROM THE SALADO QUARRY, 3500 FM 2843 FLORENCE, TX 76327 (254) 793-3355  
 3. PROVIDE ONSITE CONSTRUCTION WALL SAMPLE (SAMPLE CAN BE A PART OF ACTUAL WALL, BUT WILL NEED TO BE REMOVED IF REJECTED)



Section  
 Scale: 1/2" = 1'-0"



Section  
 Scale: 1/2" = 1'-0"



12' Width Concrete Hike and Bike Trail (6" Thick)

SH 71 Trail Crossing and Access Drive

Onion Creek Greenway Phase 1

EXHIBIT B - SH 71 Trail Crossing, Access Drive, and Details



Note:  
 Design is preliminary  
 and subject to change

October 17, 2012

**EXHIBIT C**  
**Approved Construction Plans**

To be made part of document prior to beginning of construction

## **Exhibit C**

### **Approved Construction Plans**

A complete set of construction plans for Onion Creek Greenway – Phase One is available for review through the designated Project Manager:

Miguel Villareal, P.E.

700 Lavaca Street

Suite 640

Austin, TX 78701

[Miguel.Villarreal@co.travis.tx.us](mailto:Miguel.Villarreal@co.travis.tx.us)

## **EXHIBIT D**

**Certificate of Insurance (TxDOT Form 1560)**

To be made part of document prior to beginning of construction



# CERTIFICATE OF INSURANCE

Form 1560  
(Rev 04/2007)  
Previous editions of this form may not be used.  
(GSD-EPC)  
Page 1 of 2

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: (      )      -      \_\_\_\_\_

**WORKERS' COMPENSATION INSURANCE COVERAGE:**

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #: (      )      -	
Address:			City, State, Zip:	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation				Not Less Than: Statutory - Texas

**COMMERCIAL GENERAL LIABILITY INSURANCE:**

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #: (      )      -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance				Not Less Than: \$ 600,000 combined single limit

**BUSINESS AUTOMOBILE POLICY:**

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #: (      )      -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy Bodily injury Property Damage				Not Less Than: \$ 250,000 each person \$ 500,000 each occurrence \$ 100,000 each occurrence

**UMBRELLA POLICY (if applicable):**

Carrier Name:			Carrier Phone #: (      )      -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

**Agency Name** **Address** **City, State, Zip Code**

\_\_\_\_\_

(      )      -      \_\_\_\_\_

**Authorized Agent's Phone Number**      **Authorized Agent Original Signature**      **Date**

This Certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the named insurance company. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the agent or the insurance company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named meet all the requirements stipulated and such policies are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/832-7390



**NOTES TO AGENTS:**

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

**To avoid work suspension**, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

**Binder numbers are not acceptable for policy numbers.**

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The **SIGNATURE** of the agent is required.

**CERTIFICATE OF INSURANCE REQUIREMENTS:**

**WORKERS' COMPENSATION INSURANCE:**

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word **STATUTORY**, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

**GROUP HEALTH** or **ACCIDENT INSURANCE** is not an acceptable substitute for Workers' Compensation.

**COMMERCIAL GENERAL LIABILITY INSURANCE:**

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregate

**MANUFACTURERS'** or **CONTRACTOR LIABILITY INSURANCE** is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

**BUSINESS AUTOMOBILE POLICY:**

The coverage amount for a Business Automobile Policy may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

**BASIC AUTOMOBILE LIABILITY INSURANCE** is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

**MAIL ALL CERTIFICATES TO:**

Texas Department of Transportation, Austin District  
Maintenance Operations  
P.O. Drawer 15426  
Austin, TX 78761-5426  
512 / 832-7019 (Office Phone), 512 / 832-7390 (Fax)

## **EXHIBIT E**

**Attachment A (FHWA Additional Requirements)**

To be made part of document if applicable

## **Exhibit E**

### **FHWA Additional Requirements**

The referenced project is not located on the Federal-Aid Highway System and is not applicable to the additional requirements set out in Item 16 of the contract.