



COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

64 ACRE PARK ACCESS ROAD



Kimberly Waddell

Kimberly Waddell, P.E.
Cobb, Fendley, & Associates, Inc.
Firm No. 274

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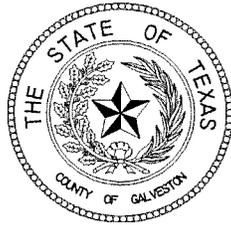
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**GALVESTON COUNTY
PURCHASING DEPARTMENT**



INVITATION TO BID

BID #B171019

64 ACRE PARK ACCESS ROAD

BID DUE DATE: 04/20/2017

2:30 P.M. CST

***Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372***



ITB #B171019
OPEN: 04/20/2017
TIME: 2:30 P.M.

INVITATION TO BID 64 ACRE PARK ACCESS ROAD GALVESTON COUNTY, TEXAS

Sealed bids in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **2:30 P.M. CST, on Thursday, April 20, 2017** and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. **The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any bid received after 2:30 P.M. CST on the specified date will be returned unopened.**

Purpose:

Galveston County is seeking bids from qualified responsible contractors to furnish labor, equipment, materials and incidentals as required for the above mentioned project.

All proposals must be marked on the outside of the envelope:

ITB #B171019

64 ACRE PARK ACCESS ROAD

Bidders name and return address should be on the outside of the envelope.

A non-mandatory pre-bid conference will be held on Tuesday, April 4, 2017 at 11:00 a.m. in the Galveston County Purchasing Department located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth Floor, Galveston, Texas 77550.

Specifications can be obtained by visiting the Galveston County website @

<http://www.galvestoncountytexas.gov/pu/Pages/BidListing.aspx>. Copies of the bidding documents may also be obtained from www.CivcastUSA.com

Davis-Bacon rates will apply under this disaster recovery program. Attention is called to the fact that no less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Office of Rural Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

Bid prices shall be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax exempt and no taxes should be included in your proposal pricing. Bids will be completed on the forms and proposal sheets provided.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), contractor shall be paid via Galveston County's normal accounts payable process.

Bond Requirement:

Each bid must be accompanied by a Cashier's Check or acceptable Bidder's Bond in the amount of 5% of bid as a guarantee that, if awarded the contract, within thirty (30) days from the date of bid opening, the bidder will enter into a contract and execute Performance and Payment Bonds statutorily required for public works project. The county intends to award a contract within sixty (60) days.

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

**64 ACRE PARK ACCESS ROAD
GALVESTON COUNTY, TEXAS**

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**GENERAL PROVISIONS
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1. BID PACKAGE:

*The Invitation to Bid, general and special provisions, drawings, specifications/line item details, contract documents and the Bid sheet are all part of the Bid package. **BIDs must be submitted in sets of five (5), one (1) original and four (4) copies** on the forms provided by the County if provided, including the Bid sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Bid sheets/contract page(s) may disqualify the Bid from being considered by the Commissioners' Court. Any individual signing on behalf of the Bidder expressly affirms that he or she is duly authorized to tender this Bid and to sign the Bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail. Each Bidder is required to thoroughly review this entire Bid package to familiarize themselves with the Bid procedures, the plans and specifications for the requested work, as well as the terms, and conditions of the contract the successful Bidder will execute with the County.*

2. BIDDER'S RESPONSIBILITY

The Bidder must affirmatively demonstrate its responsibility. The Bidder must also meet the following minimum requirements:

- A. have adequate financial resources or the ability to obtain such resources as required;
- B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Bid;
- C. have a satisfactory record of performance;
- D. have a satisfactory record of integrity and ethics;
- E. and be otherwise qualified and eligible to receive an award.

3. TIME FOR RECEIVING BIDS:

Bids may be submitted by mail or hand delivery and must be submitted to the Galveston County Purchasing Agent. If by delivery, the Bidder must deliver to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

**Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550**

Bids will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions sections of this solicitation. Bids must be received by the County Purchasing Agent on or before the deadline for the opening of the bids. For clarity, mailing date/postmark is **not** sufficient – bids **must be received** by the County Purchasing Agent on or before the deadline. Late bids will not be accepted and will be returned to the bidder unopened. Bids received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept bids from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time-clock for the purpose of this solicitation and thus shall be the determinant of whether the bid was timely received.

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The bidder should prominently identify the procurement number and name on the outside of the envelope/ mailing package. A label shall be provided for this purpose and usage of the label is preferred. If the bidder fails to identify the bid on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid.

If a bid is not submitted, return this Invitation to Bid and state reason (s), otherwise your name may be removed from the Purchasing Agent's mailing list.

4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement process, **bidders are to direct all communications regarding this invitation to bid to the Galveston County Purchasing Agent**, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the bid of the firm found to be non-compliant.

All questions regarding this Invitation to Bid must be submitted in writing to:

Rufus Crowder, CPPO CPPB, Purchasing Agent

722 Moody

Fifth (5th) Floor

Galveston, Texas 77550

Fax: (409) 621-7997

E-mail: rufus.crowder@co.galveston.tx.us

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective bidders by addendum. No inquires except clarification of instructions will be addressed by telephone.

Bidder is advised to carefully review this Invitation to Bid – it provides specific information necessary to aid participating firms in formulating a thorough response. Bidder's failure to examine all documents shall not entitle the bidder to any relief from the conditions imposing in the Invitation to Bid and the resultant contract.

An authorized person from the bidder must sign the bid. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the bid on behalf of the bidder and bind the contract. By this signature, the bidder further acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications detailed herein.

5. BID OPENING:

Information read aloud at the bid opening is the sole discretion of the Purchasing Agent. The Purchasing Agent will examine bids promptly and thoroughly.

6. WITHDRAWAL OF BID:

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

7. COMMISSIONERS' COURT:

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties. Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually

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bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

8. REJECTION OF BIDS/DISQUALIFICATION:

Galveston County, acting through its Commissioners' Court, reserves the right to:

- reject any and all Bids in whole or in part received by reason of this request for bid;
- to waive any informality in the Bids received;
- to disregard the Bid of any Bidder determined to be not responsible and/or;
- to discontinue its efforts for any reason under this Bid package at any time prior to actual execution of contract by the County.

Bidders may be disqualified and rejection of Bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the bid forms furnished by the County, if applicable;
- B. Lack of signature by an authorized representative of bidder;
- C. Failure to properly complete the bid;
- D. Failure to meet the mandatory requirements of this invitation to bid; and/or
- E. Evidence of collusion among bidders.

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:

It is the responsibility of the prospective Bidder to review the entire Invitation to Bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or Bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for Bid opening. Vendors are to submit Bid as specified herein or propose an approved equal.

10. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT:

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Bidder desires to use any substitutions, prior written approval must be obtained from the County Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder, by submission of its bid, certifies that if awarded any portion of this procurement, the bidder will supply only material and equipment that is 100% asbestos free.

11. EXCEPTIONS TO BID:

The Bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Bidder must specify in its Bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Bid and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Bidders.

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12. PRICING:

Bids will be either lump sum or unit prices as shown on the Bid sheet. The net priced items will be delivered to Galveston County, including all freight or shipping charges.

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, Bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

13. PROCUREMENT CARD (P-CARD) PROGRAM:

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method normally results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful contractor. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your Bid submittal.

14. PASS THROUGH COST ADJUSTMENTS:

Except in instances of extreme extenuating circumstances Contractor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Contractor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Contractors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case-by-case basis and determine the appropriateness of each request as well as amount and duration of increase. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in Contractor's original cost for his product as such cost is reflected in Contractor's original Bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments shall be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF BIDS:

A Bidder may modify a bid by letter at any time prior to the submission deadline for receipt of Bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by Bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

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16. SIGNATURE OF BIDS:

Each Bid shall give the complete mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and bid response sheets may disqualify the bid from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to tender the bid and to sign the bid sheets and contract under the terms and conditions of this Invitation to Bid and to bind the Bidder thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

17. AWARD OF BIDS – EVALUATION CRITERIA AND FACTORS:

The award will be made to the responsible Bidder whose bid is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Invitation to Bid. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline.**

“Lowest and best” means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

Each Bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the bid in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representatives.

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole; to reject any and all bids; to waive any informality in the bids; and to accept the bid that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written bid.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all Bids in whole or in part received by reason of this Invitation to Bid and may discontinue its efforts under this Invitation to Bid for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Bidder whose bid does not meet the mandatory requirements set forth in this Invitation to Bid may be considered non-compliant.

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The invitation to submit a bid which appears in the newspaper, or other authorized advertising mediums, these general provisions, the specifications which follow, the Bid sheets, and any addenda issued are all considered part of the Bid.

Each Bidder, by submitting a bid, agrees that if its bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this Invitation to Bid and the resultant contract.

Notice of contract award will be made within ninety (90) days of opening of Bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in the Invitation to Bid.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 36, Requirement of and Proof of Insurance.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

18. DISPUTE AFTER AWARD/PROTEST:

Any actual or prospective Bidder who is allegedly aggrieved in connection with the solicitation of this Invitation to Bid or award of a contract resulting therefrom may protest. The protest shall be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests unless this procedure is followed.

19. PUBLIC INFORMATION ACT (f/k/a Open Records Act):

The bidder acknowledges that the County is a government body for purposes of the Public Information Act codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

If bidder considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its bid, Bidder expressly affirms that it has clearly and conspicuously marked any information within its submission that is considers to be confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the Bidder has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the Bidder of the request for decision process under the Public Information Act – thus, the County will submit initial correspondence to the Texas Attorney General. Bidder is deemed to have knowledge of the Public Information Act. **By the submission of its bid, bidder expressly acknowledges that the burden to withhold its' information from public disclosure lays with the bidder;** thus, bidder further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if bidder wishes to have it information withheld from public disclosure.

20. BIDDER'S E-MAIL ADDRESSES:

Notwithstanding the foregoing Section 18, Bidder acknowledges and agrees that the confidentiality of any and all email addresses it uses or discloses in communicating with the County are open to the public in accordance with Section 552.137 of the Government Code and consents to the release of its email addresses.

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21. RESULTANT CONTRACT:

Bidder shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same. Contract documents shall consist of the contract, the General and Special Provisions, drawings, bid package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal.

Bidder should submit a proposed contract with its Bid or its sample material terms and conditions for review and consideration.

22. CONTRACT TERM:

The term of the resultant contract will begin on the date of execution by the Commissioners' Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

23. TERMINATION FOR DEFAULT:

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or further negotiations. At a minimum, Bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Bidder.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Bidder:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted Bid and the contract.

24. TERMINATION FOR CONVENIENCE:

County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon

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thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Bidder should this contract be terminated early.

25. FORCE MAJEURE:

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

26. ESTIMATED QUANTITIES:

Any reference to quantities shown in the Invitation to Bid is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

27. CONTRACTOR INVESTIGATION:

Before submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

28. NO COMMITMENT BY COUNTY OF GALVESTON:

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid in response to this Invitation to Bid and does not commit the County of Galveston to procure or contract for services or supplies.

29. BID COSTS BORNE BY BIDDER:

Galveston County shall not be liable for any costs incurred by Bidder in preparation, production, or submission of a bid and shall not be liable for any work performed by Bidder prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Bidder by reason of attending a pre-Bid conference. Galveston County shall not be liable for any costs incurred by Bidder by reason of the County invoking use of best and final offers.

30. SINGLE BID RESPONSE:

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

31. CHANGES IN SPECIFICATIONS:

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all Bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to Bidders in a written addendum from the Purchasing Agent. Bidders are advised to inquire prior to the submission deadline as to

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whether any addenda to this invitation to bid have been issued, as the successful bidder will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or those who have obtained documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least seven (7) business days after the last revising or amendment addendum shall include an announcement of the new date, if applicable, for the opening or bids.

32. BID IDEAS AND CONCEPTS:

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any bid.

33. BID DISCLOSURES:

The names of those who submitted bids will not be made public information unless in conformity with the County Purchasing Act. No pricing or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

34. INDEMNIFICATION:

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations

of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

35. REQUIREMENT OF AND PROOF OF INSURANCE:

The successful Bidder shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

- A. For damages arising out of bodily injury to or death of one person in any one accident :
ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS.

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- B. For damages arising out of bodily injury to or death of two or more persons in any one accident:
TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident :
ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Said insurance shall not be cancelled, permitted to expire, or changed without thirty (30) days prior written notice to the County.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

Workers' Compensation Insurance: Successful Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful Bidder. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Bidder to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Bidder shall have the

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right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

36. BID GUARANTEE:

Unless specified differently within the Special Provisions of this procurement, each Bidder shall be required to submit a bid guarantee with its bid as required within this Section.

Evidencing its firm commitment to engage in contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a cashier's check or an acceptable Bidder's bond in the amount of five percent (5%) of the total contract price. If Bidder is using a bond, then the Bidder bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid guarantee in the proper form and amount, by the time set for opening of bids may be cause for rejection of the bid.

The cashier's check or Bidder/bid bond (as applicable) will be returned to each respective unsuccessful Bidder(s) subsequent to the Commissioners Court award of contract, and shall be returned to the successful Bidder upon the completion and submission of all contract documents. Provided however, that the cashier's check or Bidder bond will be forfeited to the County as liquidated damages should successful Bidder fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its bid.

37. PERFORMANCE AND PAYMENT BONDS (if required):

Successful Bidder, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

- a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the full amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

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The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for bid is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Bidder should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

38. PATENT AND COPYRIGHT PROTECTION:

The Bidder agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Bidder shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Bidder also agrees that if Bidder is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Bidder.

39. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ):

Bidder may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving and family relationship reporting. IF bidder is required to file a CIQ Form, then the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

Business relationship. If Bidder has an employment or other business relationship with a local government officer of Galveston County work with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If Bidder has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars (\$100.00) during the preceding 12-months, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

For purposes of the business relationship and gift giving reporting requirements, a "family member" means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If Bidder has a "family relationship" with a local government officer of Galveston County then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Bidder has a business relationship or has given gifts to the local government office or a family member of the local government officer. For this purpose, "family relationship" means Bidder is related within

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the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandchild, spouse's grandparent, grandparent's spouse, grandchild's spouse, stepson, stepdaughter, stepmother, and stepfather.

Bidder must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Bidder is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Bidder's convenience, a blank CIQ Form is enclosed with this bid package. Blank CIQ Form(s) may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Bidder's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Bidder is required to file by the requirements of Chapter 176 of the Local Government Code. Bidder is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if Bidder is awarded a contract.

If bidder has any questions about compliance with Chapter 176, Bidder may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

FORM 1295:

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

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For Bidder's convenience, a blank Form 1295 is enclosed with this bid package. Blank Form 1295's may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank Form 1295 may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

40. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

Bidder certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the GLO, the State, HUD, and other Federal and State entities. Further, Bidder has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its bid. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Bidder's Bid and is a mandatory requirement of this Invitation to Bid. Bidder's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this Invitation to Bid and grounds for the rejection of Bidder's Bid.**

41. NON-COLLUSION AFFIDAVIT:

Bidder certifies, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham Bid or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

A blank Non-Collusion Affidavit is included with this Bid packet. Bidder must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its bid. This is a mandatory requirement of this Invitation to Bid. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its Bid shall be considered non-compliance with the requirements of this Invitation to Bid by the Bidder and grounds for the rejection of Bidder's submission.

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

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42. CERTIFICATION REGARDING LOBBYING:

No Federal appropriated funds shall be paid or will be paid by or on behalf of the bidder/proposer to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or medication of any Federal contract grant, loan or cooperative agreement.

The truthful and fully completed and executed original of the Certification Regarding Lobbying must be included with the submission of Bidder's Bid and is a mandatory requirement of this Invitation to Bid. Bidders failure to include the fully completed and executed or original of this Certification may be considered non-compliant with the requirements of this Invitation t Bid and grounds for the rejection of the Bidder's Bid.

43. SOVEREIGN IMMUNITY:

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

44. CONTROLLING LAW AND VENUE:

Bidder acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in Galveston County, Texas.

45. MERGERS, ACQUISITIONS:

The Bidder shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid is submitted.

If subsequent to the award of any contract resulting from this Invitation to Bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to the County:

- A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New Bidder's Federal Identification Number (FEIN) and;
- C. New Bidder's proposed operating plans.

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The New Bidder's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

46. DELAYS:

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

47. ACCURACY OF DATA:

Information and data provided through this Invitation to Bid are believed to be reasonably accurate.

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48. SUBCONTRACTING/ASSIGNMENT:

Bidder shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Bidder of any of its responsibilities under this contract.

49. INDEPENDENT CONTRACTOR:

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder or its subcontractors perform in providing the requirements stated in the Invitation to Bid.

50. MONITORING PERFORMANCE:

The County shall have the unfettered right to monitor and audit the Bidder's work in every respect. In this regard, the Bidder shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Bidder shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's work and performance under this contract. In the event any such material is not held by the Bidder in its original form, a true copy shall be provided.

51. PROCUREMENT ETHICS:

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the County.

CODE OF ETHICS – Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

General Ethical Standards:

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement;

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- A business or organization in which the employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities:

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid pending before this government.

Kickbacks:

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or to any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause:

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information:

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

Prohibition against Contingent Fees:

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

Representation:

Bidder represents and warrants, by signing and submitting its bid, that it has not retained anyone in violation of this section prohibiting contingent fees.

Contract Clause:

The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

52. SUBJECT TO APPROPRIATION OF FUNDS:

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

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53. NON-DISCRIMINATION:

- A. **Equal Employment Opportunity:** Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Bidder will, in all solicitation or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

Bidder will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Bidder will include the provisions herein in every subcontract or purchase order unless exempted.

- B. **Drug Free Work Place Act:** Bidder shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.
- C. **Americans with Disabilities Act:** Bidder shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.
- D. **OSHA Regulations:** Bidder agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- E. **Compliance with Immigration Laws and Use of E-Verify:** Bidder agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Bidder further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Bidder shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Bidder will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).
- F. **State and Federal Law Compliance:** Bidder agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

54. RECORD RETENTION AND RIGHT TO AUDIT:

Bidder shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Bidder shall allow the County reasonable access to the records in Bidder's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Bidder shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Bidder shall maintain

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fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

55. TITLE VI ASSURANCES/TxDOT:

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

- A. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- B. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- D. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Non-compliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - 1) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
 - 2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a

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means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

56. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT:

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Bidder certifies that it, including all of its principals, is/are current in child support payments and therefore, that it is eligible to receive payments from State funds under a contract for property, materials, or services. Bidder acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated and payment withheld if this certification is inaccurate. Finally, by the submission of its bid, the Bidder certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Bidder within its response to the Invitation to Bid and that all such persons are current in child support payments.

57. ANTITRUST:

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its bid, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

58. LABOR STANDARDS:

Bidder acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Bidder shall comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (29 C.F.R. Part 3), the Davis-Bacon and Related Acts (29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Bidder is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

59. ENTIRETY OF AGREEMENT AND MODIFICATION:

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court

60. NOTICE:

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Bidder shall provide its notice information with its Bid submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when

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received for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus Crowder, CPPO CPPB,
Galveston County Purchasing Agent
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

Robert Boemer, Director,
Galveston County Legal Department
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 770-5560

To the Contractor at:

(Bidder to provide its contact name, address, and facsimile number for notice hereunder.)

End of General Provision Section

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SPECIAL PROVISIONS FOR CONSTRUCTION

1. Contract and Contract Documents

- (a) The Plans, Specifications and Addenda, General Provisions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2. Definitions

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between the County of Galveston, hereinafter called the Owner, and _____, hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means Cobb, Fendley & Associates, Inc., Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Invitation to Bid, , Signed Copy of Bid, General Conditions, Special Provisions For Construction, Acknowledgement and Certification Regarding Debarment, Non-Collusion Affidavit, Vendor Qualification Packet, Payment and Performance Bonds, Contract Award, Addenda (if any), Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
- (e) The term "Substantially Complete" shall mean that the work is fully completed with the exception of minor miscellaneous work and adjustments.

3. Supervision By Contractor

- (a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the city/county except for cause.
- (c) The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) Five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

(b) Final Payment

- 1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
- 2) The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 3) Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

(d) Withholding Payments

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

- (a) The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Estimated Quantities

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified. It is further understood that the County does not guarantee any minimum amount of work under this Contract.

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals.

9. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- (d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

10. Time

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award. The time for completion will begin to run on the day after the issuance of a notice to proceed by the County. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed. Failure to timely commence operations may be deemed by the County to be a default. The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site.

11. Termination, Delays, and Liquidated Damages

- (a) Right of the Owner to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

- (b) Liquidated Damages for Delays.

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein

specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum of \$1,000 for each calendar day of delay, until the work is completed, as liquidated damages for such delay. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

(c) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the Owner;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

12. Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

13. Disputes

- (a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.
- (b) The Contractor shall submit in detail his claim and his proof thereof.
- (c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

14. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

15. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the owner not involving a change in contract price or time; the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

16. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

17. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

18. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The Owner will pay all other expenses.

19. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings

and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

20. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- (c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.
- (d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- (e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

21. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- (d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

22. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

23. Use of Premises

- (a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

24. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

25. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and

workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.
- (d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

26. Review by Owner

The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

27. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

28. Deduction for Uncorrected Work

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

29. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

30. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

31. Compliance with Air and Water Acts

(a) In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

- 1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- 2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended.
- 3) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

(b) If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

32. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

33. The Provision of Local Training, Employment, and Business Opportunities

- (a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The Contractor will include this clause in every subcontract for work in connection with the project.

34. Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

35. Job Offices

- (a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the contract.

36. Partial Use of Site Improvements

The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- (c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

37. Contract Documents and Drawings

The Local Public Agency will furnish the Contractor without charge copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

38. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within 120 calendar days thereafter.

39. Keeping Of Plans And Specifications Accessible

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times.

40. Utilities

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

41. Parking

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

42. Fire And Safety

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site.

43. Contractor's Buildings

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the County shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the County.

44. Worksite Security

Contractor shall maintain the security of the worksite.

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause.

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously affected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction. Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

45. Final Grading

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed. Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface.

46. Changes And Alterations

Contractor further agrees that County may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case the County shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

47. Extra Work

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the County to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications.

It is agreed that Contractor shall perform all Extra Work under the direction of the County when presented with a Written Work Order signed by the County. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices; or

Method (b) - By agreed lump sum: or

Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance. The County may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America. Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work Order. The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the

Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost".

No claim for extra work of any kind will be allowed unless ordered in writing by the County. In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the County for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the County insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

48. Salvage

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the County. All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations.

49. Compliance With Codes

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work. Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work.

50. Laws And Ordinances

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees.

51. Permits And Licenses

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

52. Lines And Grades

The Engineer will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Engineer at the Contractor's expense.

53. Excess, Waste Material And Debris

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site. No separate payment shall be made for same.

54. Material Hauling

Hauling of materials will not be paid for directly, but shall be considered as subsidiary work pertaining to the respective bid items. Haul routes for full and empty loads shall be restricted to State Highways. Hauling of equipment is also restricted to State Highways.

55. Abatement And Mitigation Of Excessive Or Unnecessary Construction Noise

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor.

All equipment associated with the work shall be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., shall not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

56. Working Hours

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7:00 P.M. and 6:00 A.M. of the following day.

57. Pipeline, Utility Locations And Contractor Responsibility

An effort to determine all pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid. The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

58. Incidentals

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

59. Flagmen

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly, but shall be considered incidental the various bid items and no separate payment shall be made for same.

60. Field Office

For this project the Contractor will not have to provide a field office.

61. Wage Rates:

The attached schedule of wages per hour for this Contract follow.

Excavator, Over 50,000 pounds.....	\$ 14.53
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32
Front End Loader, Over 3 CY.....	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade.....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine.....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
Servicer.....	\$ 13.97
Steel Worker	
Reinforcing Steel.....	\$ 15.15
Structural Steel Welder.....	\$ 12.85
Structural Steel.....	\$ 14.39
TRUCK DRIVER	
Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46
Single or Tandem Axle Dump..	\$ 11.48
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
64 ACRE PARK ACCESS ROAD

Enclosed is a Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded which includes all provisions of Sections I-VI of this bid package.

BIDDER _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

ADDRESS _____

CITY, STATE _____

ZIP _____

TELEPHONE _____

FAX NO. _____

DATE _____

TAX I.D. NO. _____

BID FORM

64 ACRE PARK ACCESS ROAD

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (NO GREATER THAN 5% OF TOTAL BID) CLEARING AND GRUBBING	LS	1	DOLLARS AND _____ CENTS		
2	02233		AC	2	DOLLARS AND _____ CENTS		
3	550	REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE AND GATE	LF	1,562	DOLLARS AND _____ CENTS		
4	550	6' CHAIN LINK FENCE (REPLACE AT ENTRANCE AT 10TH STREET, TRANSITION AND TIE-IN TO GATE), COMPLETE IN PLACE	LF	48	DOLLARS AND _____ CENTS		
5	550	40' DOUBLE ARM SWING GATE, COMPLETE IN PLACE	EA	1	DOLLARS AND _____ CENTS		
6	514	6" CONCRETE FILLED BOLLARDS WITH HORSESHOE TO LOCK GATE, COMPLETE IN PLACE	EA	2	DOLLARS AND _____ CENTS		
7	263	6" LIME TREATMENT, COMPLETE IN PLACE	SY	5,313	DOLLARS AND _____ CENTS		
8	263	TYPE A, HYDRATED LIME, (ESTIMATED AT 8% BY DRY WEIGHT)	TON	96	DOLLARS AND _____ CENTS		
9	360	8" REINFORCED CONCRETE PAVEMENT, COMPLETE IN PLACE	SY	4,634	DOLLARS AND _____ CENTS		
10	529	6" CONCRETE CURB, COMPLETE IN PLACE	LF	102	DOLLARS AND _____ CENTS		
11	340	1 1/2" HMAC ASPHALT WITH TACK COAT (INTERSECTION OF 10TH STREET), COMPLETE IN PLACE	SY	310	DOLLARS AND _____ CENTS		
12	02713	4 1/2" RECYCLED CRUSHED CONCRETE BASE COURSE	CY	39	DOLLARS AND _____ CENTS		
13	105	SAWCUT PAVEMENT (ASPHALT)	LS	1	DOLLARS AND _____ CENTS		
14	666	TYPE I PAVEMENT MARKINGS (4" THERMOPLASTIC WHITE SOLID), COMPLETE IN PLACE AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS	LF	3,115	DOLLARS AND _____ CENTS		
15	666	TYPE I PAVEMENT MARKINGS (4" THERMOPLASTIC YELLOW DASHED), COMPLETE IN PLACE AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS	LF	1,545	DOLLARS AND _____ CENTS		
16	636	FURNISH AND INSTALL GROUND MOUNT "STOP" SIGN, HIGH INTENSITY, (R1-1, 30"X30") COMPLETE IN PLACE AND AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS	EA	1	DOLLARS AND _____ CENTS		
17	666	TYPE I PAVEMENT MARKER (24" THERMOPLASTIC WHITE SOLID) STOP BAR, COMPLETE IN PLACE	LF	16	DOLLARS AND _____ CENTS		

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
18	760	ROADSIDE DITCH REGRADING	LF	3,038	DOLLARS AND _____ CENTS		
19	465	TYPE A INLET	EA	3	DOLLARS AND _____ CENTS		
20	432	18" THICK RIP RAP AT DRAINAGE INLET OUTFALLS	TON	24	DOLLARS AND _____ CENTS		
21	02505	18" HDPE, COMPLETE IN PLACE (1)	LF	276	DOLLARS AND _____ CENTS		
22	164	FURNISH, INSTALL, FERTILIZE AND WATER HYDRO-MULCH SEEDING FOR EROSION CONTROL, COMPLETE IN PLACE	AC	2	DOLLARS AND _____ CENTS		
23	506	FURNISH STABILIZED CONSTRUCTION ENTRANCE/EXIT, COMPLETE IN PLACE	SY	111	DOLLARS AND _____ CENTS		
24	506	FURNISH, INSTALL, AND REMOVE REINFORCED FILTER FABRIC BARRIER, COMPLETE IN PLACE	LF	1,520	DOLLARS AND _____ CENTS		
25	506	FURNISH, INSTALL, AND REMOVE REINFORCED SAND BAG INLET PROTECTION BARRIER, COMPLETE IN PLACE (STAGE 1)	EA	3	DOLLARS AND _____ CENTS		
26	132	EMBANKMENT	CY	453	DOLLARS AND _____ CENTS		
27	02321	EXTRA CEMENT STABILIZED SAND	CY	10	DOLLARS AND _____ CENTS		
27	-	MISCELLANEOUS ALLOWANCE AS DIRECTED BY ENGINEER	LS	1	TENTHOUSAND _____ DOLLARS AND _____ CENTS	\$ 10,000.00	\$ 10,000.00
28	-	RELOCATE POWER POLE (BY OTHERS)	EA	1	TENTHOUSAND _____ DOLLARS AND _____ CENTS	\$ 10,000.00	\$ 10,000.00
TOTAL BID PRICE							

NOTES:

(1) Pipe quantity is based on the existing adjacent ditch location.

BID SUMMARY

TOTAL - BASE BID:

This Proposal consists of a Base Bid, two options and an additive alternate. For a bid to be considered responsive all sections must be completed. Any combination of Base Bid and one Option with or without the Additive Alternate may be awarded for contract, however in no case will the additive alternate only be awarded. The award of the contract will be based on the combination considered to be in the best interest of Galveston County.

BID PROPOSAL

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project. \$ _____

The cost of labor, profit, materials not in-place and all other charges \$ _____

TOTAL: (Must agree with bid) \$ _____

**GALVESTON COUNTY, TEXAS
64 ACRE PARK ACCESS ROAD
BID FORM**

THE FIRM OF: _____

Address: _____

FEIN (TAX ID): _____

The following shall be returned with your bid. Failure to do so may be ample cause for rejection of bid as non responsive. It is the responsibility of the Bidder to ensure that Bidder has received all addenda.

Items:	Confirmed (X):
1. References (if required)	_____
2. Addenda, if any	#1 _____ #2 _____ #3 _____ #4 _____
3. One (1) original and four (4) copies of submittal	_____
4. Bid Forms	_____
5. Vendor Qualification packet	_____
6. Payment Terms:	_____ net 30 _____ Other
7. Non-Collusion Affidavit	_____
8. Debarment Form	_____
9. Three (3) signed contracts (included in bid packet)	_____
10. Bid Proposal Forms	_____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

**GALVESTON COUNTY, TEXAS
64 ACRE PARK ACCESS ROAD
BID FORM**

References:

Please submit at least three (3) public references including name of organization, the name and title of a contact person and telephone number for contact person, and a brief description of the food related services provided.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

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CONTRACT AWARD

CONTRACT FOR: 64 ACRE PARK ACCESS ROAD

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID.

Contract No: **17-1093**

Bid No: **B171019**

Contractor: _____

The Specifications and Drawings are enumerated as follows:

Standard Specifications: **Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges; adopted by the Texas Department Of Transportation, 2014**

Special Provisions: **To Items 1 thru 9**

Special Items: **02233 Clearing and Grubbing
02321 Cement Stabilized Sand
02505 High Density Polyethylene (HDPE) Pipe
02713 Recycled Crushed Concrete Base Course**

DRAWINGS: **Sheet Numbers 1 Thru 20 Prepared by CobbFendley**
ADDENDA:

Contract Award (continued)

Invitation to Bid, General Provisions, Special Provisions for Construction, Wage Rates, Bid Proposal, Affidavit and Surety Forms, Non-Collusion Affidavit, Debarment Form, Vendor Qualification Packet, Specifications and Plans attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 120 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of _____

_____ Dollars and No/100 (\$_____), payments to be made as described herein.

Performance Bond required: (x) yes () no
Payment Bond required: (x) yes () no

This Contract is issued pursuant to award made by Commissioners' Court on _____, 2017.

EXECUTED this ____ day of _____, 2017.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

DWIGHT SULLIVAN, County Clerk

CONTRACTOR

BY: _____
Signature - Title

Printed Name

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIEN

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

State of:

County of:

The undersigned, hereby certifies that, to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of 20

Notary Public:

My Commission Expires:

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

State of:

County of:

The undersigned, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.
Whenever Surety is involved, consent of Surety is required. CONSENT OF SURETY, may be used for this purpose.
Indicate attachment: yes _____ no _____

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of _____ 20

Notary Public:

My Commission Expires:

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

TO (Owner):

PROJECT NO:

PROJECT:
(name, address)

CONTRACT FOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety as it appears in the bond).

, SURETY,

on bond of (here insert name and address of Contractor as it appears in the bond)

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its
obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,
the Surety has hereunto set its had this

day of

20 .

Surety

Signature of Authorized Representative

Title

ATTEST:
(Seal):

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

TO (Owner):

PROJECT NO:

PROJECT:
(name, address)

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety as it appears in the bond).

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its had this

day of _____ 20__ .

Surety Company

Signature of Authorized Representative

Title

ATTEST:
(Seal):

NOTE: This form is to be use as a companion document to Contractor's Affidavit of Payment of Debts and Claims.

State of Texas
County of Galveston

§
§
§

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared _____ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the _____ of _____, that
(Individual, Partner, Corporate Officer) (Name of Proposer)

submitted the attached Bid/Proposal in **Bid #B171019 64 Acre Park Access Road**
- Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion Affidavit;
- The attached Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;
- The attached Proposal/Bid has been independently arrived at without collusion with any other bidder, proposer, person, firm, competitor, or potential competitor;
- Bidder/Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham bid or that such other bidder, proposer, person, firm, competitor, or potential competitor shall refrain from bidding/proposing;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Bid/Proposal or of the bid/proposal any other bidder/proposer;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Bid/Proposal price or prices of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Bid/Proposal or the bid/proposal of any other Bidder/Proposer; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Bidder/Proposer as well as to Affiant signing on its behalf.

Signature of Affiant

SWORN TO and SUBSCRIBED before me this _____ day of _____, 2017.

Notary Public

My Commission Expires: _____



County of Galveston

**ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBLE
Executive Orders 12549 & 12689 Certification, Debarment and Suspension**

Solicitation Number: BID #B171019

Solicitation Title: 64 ACRE PARK ACCESS ROAD

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

Name of Business

Date

By: _____
Signature

Printed Name & Title



County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following attached forms to:

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax

- Form PEID:** Person /Entity Information Data
Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form.)
Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

Certificate(s) of Insurance: If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000.00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



**COUNTY of GALVESTON
Purchasing Department**

rev. 1.3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax

1.	Business Name:			
	Attention Line:			
2.	Physical Address:			
	City:		State:	Zip+4:
	Billing / Remit Address:			
3.	City:		State:	Zip+4
	Main Contact Person:			
4.	Main Phone Number:			
	Fax Number:			
	E-mail Address:			

Areas below are for County use only.

Requested By:	Phone / Ext. #
Department:	Date:

Action Requested - Check One:	IFAS PEID Vendor Number:	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> One Time	<input type="checkbox"/> Foster Child	

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its Instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

PROJECT: 64 ACRE PARK ACCESS ROAD

COUNTY: GALVESTON

"The Enclosed Texas Department of Transportation specifications, special provisions, special specifications, general notes and specification data in this document have been selected by me or prepared under my responsible supervision as being applicable to this project."

Kimberly Waddell

Kimberly Waddell, P.E.
Cobb, Fendley, & Associates, Inc.
Firm No. 274

3-20-17

Date

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All Specifications and Special Provisions applicable to this Project are identified as follows:

STANDARD SPECIFICATIONS:

“Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges” as adopted by the Texas Department of Transportation, November 1, 2014. The following specifications can be viewed online at:

<http://www.txdot.gov/business/resources/txdot-specifications.html>

- 105 Removing Treated and Untreated Base and Asphalt Pavement
- 110 Excavation
- 132 Embankment
- 164 Seeding For Erosion Control
- 247 Flexible Base
- 263 Lime Treatment (Plant-Mixed)
- 292 Asphalt Treatment (Plant-Mixed)
- 340 Dense-Graded Hot-Mix Asphalt (Small Quantity)
- 341 Dense-Graded Hot-Mix Asphalt
- 360 Concrete Pavement
- 400 Excavation and Backfill for Structures
- 432 RipRap
- 465 Junction Boxes, Manholes, and Inlets
- 500 Mobilization
- 502 Barricades, Signs, and Traffic Handling
- 506 Temporary Erosion, Sedimentation, and Environmental Controls
- 514 Permanent Concrete Traffic Barrier
- 529 Concrete Curb, Gutter, and Combined Curb and Gutter
- 550 Chain Link Fence
- 636 Signs
- 666 Retroreflectorized Pavement Markings
- 760 Cleaning and Reshaping Ditches

SPECIAL SPECIFICATIONS:

- 02233 Clearing and Grubbing
- 02321 Cement Stabilized Sand
- 02505 High Density Polyethylene (HDPE) Pipe
- 02713 Recycled Crushed Concrete Base Course

GENERAL: The above listed specification items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above listed specification items, and including the special provisions listed above, constitute the complete specifications for this project. No separate payment will be made for any item

that is not specifically set forth in the bid sheets and all costs therefore shall be included in the prices named in the bid sheets for the various appurtenant items of work.

GENERAL NOTES AND SPECIAL ITEMS

CONSTRUCTION NOTES:

1. Contractor shall field verify existing conditions before beginning construction.
2. Contractor shall be responsible for providing security to protect his own property, equipment and work in progress.
3. Contractor shall be responsible for cleaning of streets caused by associated construction at close of each work day.
4. Iron rods disturbed during construction are to be replaced by a registered public land surveyor for the original property owner at No separate pay.
5. The contractor shall be responsible for maintaining an updated redlined "record" set of construction drawings on site for Inspection by the engineer.
6. Contractor must provide fencing around open excavation areas during non-working hours.
7. Refer to the SWPPP general notes for proper measures and controls.
8. Contractor shall obtain all construction permits required by the standards of the governmental agency having jurisdiction.
9. Existing pavements, curbs, sidewalks and driveways damaged or removed during construction shall be replaced to original or better Condition.
10. Whenever unsuitable material is encountered and cannot be handled by the excavation or embankment requirements, then the unsuitable material shall be excavated to a depth deemed sufficient by the engineer and the excavated material shall be disposed of off the job site. The excavated area shall be filled with select fill per Galveston County criteria.
11. Adequate drainage shall be maintained at all times during construction. Any drainage ditch or structure disturbed during construction shall be restored to the satisfaction of the owning authority. Damage to existing pavement during construction shall be restored to the satisfaction of the engineer or owning authority.
12. Contractor shall notify the project engineer & construction manager at least 48 hours prior to the start of any construction.

13. Contractor to photograph and video work site in the owner's presence prior to construction and deliver copy to owner.
14. All fill to be placed in 8" loose lifts (6" compacted) and compacted in place to 95% standard proctor density.

Section 02233

CLEARING AND GRUBBING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

- A. Removing surface debris and rubbish.
- B. Clearing site of plant life and grass.
- C. Removing trees and shrubs.
- D. Removing root system of trees and shrubs.
- E. Fence removal.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.
 - 1. Payment for clearing and grubbing is on per acre basis.
 - 2. No separate payment will be made for clearing and grubbing of wastewater projects, include payment in unit prices for related items.
 - 3. Refer to Section 01270 - Measurement and Payment for unit price procedures.
- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for disposal of debris.
- B. Coordinate clearing work with utility companies.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 PREPARATION

- A. Verify that existing plant life and features designated to remain are identified and

3.02 tagged.
PROTECTION

A. Protect following from damage or displacement:

1. Living trees located 3 feet or more outside of intersection of side slopes and original ground line.
2. Plants other than trees and landscape features designated to remain.
3. Utilities designated to remain.
4. Bench marks, monuments, and existing structures designated to remain.

3.03 CLEARING

A. Remove stumps, main root ball, and root system to:

1. Depth of 24 inches below finished subgrade elevation in area bounded by lines two feet behind back of curbs.
2. Depth of 24 inches below finished surface of required cross section for other areas.

B. Clear undergrowth and deadwood without disturbing subsoil.

C. Remove vegetation from top soil scheduled for reuse.

3.04 REMOVAL

A. Remove debris, rubbish, and extracted plant material life from site in accordance with requirements of Section 01576 - Waste Material Disposal.

B. Remove on site fences. Materials generated from removal of fences become property of Contractor. Properly dispose of in accordance with applicable local, state and federal laws.

END OF SECTION

Section 02321

CEMENT STABILIZED SAND

PART 1 G E N E R A L

1.01 SECTION INCLUDES

- A. Cement stabilized sand.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.
 - 1. No separate payment will be made for work performed under this Section. Include cost of such work in Contract unit prices for items listed in bid form requiring cement stabilized sand.
 - 2. Refer to Paragraph 3.04 for material credit.
 - 3. Refer to Section 01270 - Measurement and Payment for unit price procedures.
- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. ASTM C 33 - Standard Specification for Concrete Aggregates (Fine Aggregate).
- B. ASTM C 40 - Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.
- C. ASTM C 42 - Standard Test Methods for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- D. ASTM C 94 - Standard Specification for Ready-Mixed Concrete.
- E. ASTM C 123 - Standard Test Method for Lightweight Particles in Aggregate.
- F. ASTM C 142 - Standard Test Method for Clay Lumps and Friable Particles in Aggregates.
- G. ASTM C 150 - Specification for Portland Cement.
- H. ASTM D 558 - Standard Test Method for Moisture-Density Relations of Soil Cement-Mixtures.
- I. ASTM D 1632 - Standard Practice for Making and Curing Soil-Cement Compression

and Flexure Test Specimens in the Laboratory

- J. ASTM D 1633 - Standard Test Method for Compressive Strength of Molded Soil-Cement Cylinders.
- K. ASTM D 2487 - Standard Test Method for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- L. ASTM D2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- M. ASTM D 3665 - Standard Practice for Random Sampling of Construction Materials.
- N. ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.04 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. Submit proposed target cement content and production data for sand-cement mixture in accordance with requirements of Paragraph 2.03, Materials Qualifications.

1.05 DESIGN REQUIREMENTS

- A. Use sand-cement mixture producing minimum unconfined compressive strength of 100 pounds per square inch (psi) in 48 hours.
 - 1. Design will be based on strength specimens molded in accordance with ASTM D 558 at moisture content within 3 percent of optimum and within 4 hours of batching.
 - 2. Determine minimum cement content from production data and statistical history. Provide no less than 1.1 sacks of cement per ton of dry sand.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cement: Type I Portland cement conforming to ASTM C 150.
- B. Sand: Clean, durable sand meeting grading requirements for fine aggregates of ASTM C 33, or requirements for bank run sand of Section 02320 - Utility Backfill Materials, and the following requirements:
 - 1. Classified as SW, SP, SW-SM, SP-SM, or SM by Unified Soil Classification System of ASTM D 2487.

2. Deleterious materials:
 - a. Clay lumps, ASTM C 142 - less than 0.5 percent.
 - b. Lightweight pieces, ASTM C 123; less than 5.0 percent.
 - c. Organic impurities, ASTM C 40, color no darker than standard color.
3. Plasticity index of 4 or less when tested in accordance with ASTM D 4318.
- C. Water: Potable water, free of oils, acids, alkalies, organic matter or other deleterious substances, meeting requirements of ASTM C 94.

2.02 MIXING MATERIALS

- A. Add required amount of water and mix thoroughly in pugmill-type mixer.
- B. Stamp batch ticket at plant with time of loading. Reject material not placed and compacted within 4 hours after mixing.

2.03 MATERIAL QUALIFICATION

- A. Determine target cement content of material as follows:
 1. Obtain samples of sand-cement mixtures at production facility representing range of cement content consisting of at least three points.
 2. Complete molding of samples within 4 hours after addition of water.
 3. Perform strength tests (average of two specimens) at 48 hours and 7 days.
 4. Perform cement content tests on each sample.
 5. Perform moisture content tests on each sample.
 6. Plot average 48-hour strength vs. cement content.
 7. Record scale calibration date, sample date, sample time, molding time, cement feed dial settings, and silo pressure (if applicable).
- B. Test raw sand for following properties at point of entry into pug-mill:
 1. Gradation
 2. Plasticity index
 3. Organic impurities

4. Clay lumps and friable particles
 5. Lightweight pieces
 6. Moisture content
 7. Classification
- C. Present data obtained in format similar to that provided in sample data form attached to this Section.
- D. The target content may be adjusted when statistical history so indicates. For determination of minimum product performance use formula:

$$f'_c + 1/2 \text{ standard deviation}$$

PART 3 EXECUTION

3.01 PLACING

- A. Place sand-cement mixture in maximum 12-inch-thick loose lifts and compact to 95 percent of maximum density as determined in accordance with ASTM D 558, unless otherwise specified. Refer to related specifications for thickness of lifts in other applications. Target moisture content during compaction is +3 percent of optimum. Perform and complete compaction of sand-cement mixture within 4 hours after addition of water to mix at plant.
- B. Do not place or compact sand-cement mixture in standing or free water.
- C. Where potable water lines cross wastewater line, embed wastewater line with cement stabilized sand in accordance with Texas Administrative Code §290.44(e)(4)(B):
1. Provide minimum of 10% cement per cubic yard of cement stabilized sand
 2. mixture, based on loose dry weight volume. Use at least 2.5 bags of cement per cubic yard of mixture (2 sacks per ton of dry sand).
 3. Unless otherwise shown on Drawings, embed wastewater main or lateral minimum of six inches above and below.
 4. Use brown coloring in cement stabilized sand for wastewater main or lateral bedding for identification of pressure rated wastewater mains during future construction.

3.02 FIELD QUALITY CONTROL

- A. Testing will be performed under provisions of Section 01454 - Testing Laboratory

Services.

- B. One sample of cement stabilized sand shall be obtained for each 150 tons of material placed per day with no less than one sample per day of production. Random samples of delivered cement stabilized sand shall be taken in the field at point of delivery in accordance with ASTM 3665. Obtain three individual samples of approximately 12 to 15 lb each from the first, middle, and last third of the truck and composite them into one sample for test purpose.
- C. Prepare and mold four specimens (for each sample obtained) in accordance with ASTM D 558, Method A, without adjusting moisture content. Samples will be molded at approximately same time material is being used, but no later than 4 hours after water is added to mix.
- D. After molding, specimens will be removed from molds and cured in accordance with ASTM D 1632.
- E. Specimens will be tested for compressive strength in accordance with ASTM D 1633, Method A. Two specimens will be tested at 48 hours plus or minus 2 hours and two specimens will be tested at 7 days plus or minus 4 hours.
- F. A strength test will be average of strengths of two specimens molded from same sample of material and tested at same age. Average daily strength will be average of strengths of all specimens molded during one day's production and tested at same age.
- G. Precision and Bias: Test results shall meet recommended guideline for precision in ASTM D 1633 Section 9.
- H. Reporting: Test reports shall contain, as a minimum, the following information:
 - 1. Supplier and plant number
 - 2. Time material was batched
 - 3. Time material was sampled
 - 4. Test age (exact hours)
 - 5. Average 48-hour strength
 - 6. Average 7-day strength
 - 7. Specification section number
 - 8. Indication of compliance / non-compliance
 - 9. Mixture identification
 - 10. Truck and ticket numbers
 - 11. The time of molding
 - 12. Moisture content at time of molding
 - 13. Required strength
 - 14. Test method designations
 - 15. Compressive strength data as required by ASTM D 1633
 - 16. Supplier mixture identification
 - 17. Specimen diameter and height, in.
 - 18. Specimen cross-sectional area, sq. in.

3.03 ACCEPTANCE

- A. Strength level of material will be considered satisfactory if:
1. The average 48-hour strength is greater than 100 psi with no individual strength test below 70 psi.
 2. All 7-day individual strength tests (average of two specimens) are greater than or equal to 100 psi.
- B. Material will be considered deficient when 7-day individual strength test (average of two specimens) is less than 100 psi but greater than 70 psi. See Paragraph 3.04 Adjustment for Deficient Strength.
- C. The material will be considered unacceptable and subject to removal and replacement at Contractor's expense when individual strength test (average of two specimens) has 7-day strength less than 70 psi.
- D. When moving average of three daily 48-hour averages falls below 100 psi, discontinue shipment to project until plant is capable of producing material, which exceeds 100 psi at 48 hours. Five 48-hour strength tests shall be made in this determination with no individual strength tests less than 100 psi.
- E. Testing laboratory shall notify Contractor, Project Manager, and material supplier by facsimile of tests indicating results falling below specified strength requirements within 24 hours.
- F. If any strength test of laboratory cured specimens falls below the specified strength, Contractor may, at his own expense, request test of cores drilled from the area in question in accordance with ASTM C42. In such cases, three (3) cores shall be taken for each strength test that falls below the values given in 3.03.A.
- G. Cement stabilized sand in an area represented by core tests shall be considered satisfactory if the average of three (3) cores is equal to at least 100 psi and if no single core is less than 70 psi. Additional testing of cores extracted from locations represented by erratic core strength results will be permitted.

3.04 ADJUSTMENT FOR DEFICIENT STRENGTH

- A. When mixture produces 7-day compressive strength greater than or equal to 100 psi, then material will be considered satisfactory and bid price will be paid in full.
- B. When mixture produces 7-day compressive strength less than 100 psi and greater than or equal to 70 psi, material shall be accepted contingent on credit in payment. Compute credit by the following formula:

$$\text{Credit per Cubic Yard} = \frac{\$30.00 \times 2 (100 \text{ psi} - \text{Actual psi})}{100}$$

- C. When mixture produces 7-day compressive strength less than 70 pounds per square inch, then remove and replace cement-sand mixture and paving and other necessary work at no cost to City.

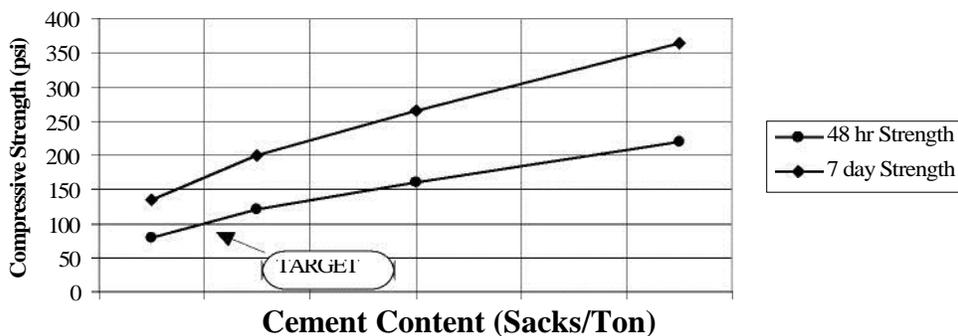
Supplier: City Stabilized Sand **Plant No:** 1 - Main Street **Date of Tests:** January 1, 1997

Item	Raw Sand	1.1 Sack	100 psi	1.5 Sack	2.0 Sack
Moisture Content	10.9	15.7	14.0	13.8	13.7
Cement Feed Dial Setting	--	2.25	2.5	2.75	3.75
Silo Pressure (psi)	--	4	4	4	4
Batch Time	10:00	10:10	10:15	10:20	10:25
Sample Time	--	10:10	10:15	10:20	10:25
Molding Time	--	12:30	12:45	1:00	1:15
Cement Content (sacks/ton)	--	1.1	1.3	1.6	2.1
Compressive Strength at 48 hrs. (avg of 2)	--	80	120	160	220
Compressive Strength at 7 days (avg of 2)	--	135	200	265	365

Sieve size	Percent Passing	COH Spec. Section 02320
3/8 Inch	100	--
No. 16	100	--
No. 40	100	--
No. 50	99	--
No. 100	41	--
No. 200	11	0 to 15

Raw Sand Tests	Result	City of Houston
Plasticity Index	Non-Plastic	4 Maximum
Organic Impurities	Passing	No Darker Than
Clay Lumps & Friable Parts (%)	0.0	0.5 % Maximum
Lightweight Pieces (%)	0.0	5.0 % Maximum
Classification	SP-SM	SW, SP, SW-SM, SP-SM,

Compressive Strength vs Cement Content



END OF SECTION

Section 02505
HIGH DENSITY POLYETHYLENE (HDPE)
SOLID AND PROFILE WALL PIPE

PART 1 G E N E R A L

1.01 SECTION INCLUDES

- A. High density polyethylene (HDPE) pipe for gravity sanitary sewers and drains, including fittings.
- B. High density polyethylene (HDPE) pipe for sanitary sewer force mains, including fittings.
- C. High density polyethylene (HDPE) pipe for gravity storm sewers and drains, including fittings.
- D. High density polyethylene (HDPE) pipe for storm sewers culverts.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.
 - 1. No separate payment will be made for HDPE pipe under this Section. Include cost in unit prices for work, as specified in following sections:
 - a. Section 02531 - Gravity Sanitary Sewers.
 - b. Section 02532 - Sanitary Sewer Force Mains.
 - c. Section 02631 - Storm Sewers.
 - 2. Refer to Section 01270 - Measurement and Payment for unit price procedures.
- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. ASTM D 618 - Standard Practice for Conditioning Plastics for Testing.
- B. ASTM D 1248 - Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable.
- C. ASTM D 2321 - Standard Recommended Practice for Underground Installation of Flexible Thermoplastic Pipe.

- D. ASTM D 2657 - Standard Practice for Heat Fusion Joining Polyolefin Pipe and Fittings.
 - E. ASTM D 2837 - Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials.
 - F. ASTM D 3035 - Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter.
 - G. ASTM D 3212 - Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
 - H. ASTM D 3350 - Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.
 - I. ASTM F 477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
 - J. ASTM F 714 - Standard Specification for Polyethylene Plastic (PE) Pipe (SDR-PR) Based on Outside Diameter.
 - K. ASTM F 894 - Standard Specification for Polyethylene (PE) Large-Diameter Profile Wall Sewer and Drain Pipe.
 - L. ASTM F 2306 – Standard Specification for 12 to 60 in. [300 to 1500 mm] Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications.
 - M. ASTM F 2487 – Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Corrugated High Density Polyethylene Pipelines.
 - N. ASTM F 2510 – Standard Specification for Resilient Connectors between Concrete Manhole Structures and Corrugated High Density Polyethylene Drainage Pipes.
- 1.04 SUBMITTALS
- A. Conform to requirements of Section 01330 - Submittal Procedures.
 - B. Submit shop drawings showing design of pipe and fittings indicating alignment and grade, pipe length, laying dimensions, fabrication, fittings, flanges, gasket material, and special details.
 - C. Submit detailed calculations for pipe design.
 - D. Submit details of Pipe Joints and jointing procedure for HDPE pipe.

1.05 QUALITY CONTROL

- A. Provide manufacturer's certificate of conformance to Specifications.
- B. Furnish pipe and fittings that are homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. Provide pipe as uniform as commercially practical in color, opacity, density, and other physical properties.
- C. Project Manager reserves right to inspect pipes or witness pipe manufacturing. Inspection shall in no way relieve manufacturer of responsibilities to provide products that comply with applicable standards and these Specifications.
 - 1. Manufacturer's Notification: Should Project Manager wish to witness manufacture of specific pipes, manufacturer shall provide Project Manager with minimum three weeks notice of when and where production of those specific pipes will take place.
 - 2. Failure to Inspect. Approval of products or tests is not implied by Project Manager's decision not to inspect manufacturing, testing, or finished pipes.
- D. Pipe manufacturer to provide services of experienced, competent, and authorized representative to visit site to advise and consult Contractor during jointing and installation of pipe.

1.06 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with documented experience of minimum 5 years of pipe installations that have been in successful, continuous service for same type of service as proposed Work.

PART 2 P R O D U C T S

2.01 GENERAL

- A. Provide products manufactured by companies listed on the City of Houston Standard Product List.
- B. Furnish solid wall pipe with plain end construction for heat joining (butt fusion) conforming to ASTM D 2657. Utilize controlled temperatures and pressures for joining to produce fused leak-free joint.
- C. Furnish profile-wall gravity sanitary sewer pipe with bell-and-spigot end construction conforming to ASTM D 3212. Joining will be accomplished with elastomeric gasket in accordance with manufacturer's recommendations. Use integral

bell-and-spigot gasketed joint designed so that when assembled, elastomeric gasket, contained in machined groove on pipe spigot, is compressed radially in pipe bell to form positive seal. Design joint to avoid displacement of gasket when installed in accordance with manufacturer's recommendations.

- D. Furnish solid wall pipe for sanitary sewer force mains with minimum working pressure rating of 150 psi, and with inside diameter equal to or greater than nominal pipe size indicated on Drawings.
- E. Furnish corrugated profile-wall polyethylene (CPP) pipe for gravity storm sewer and storm sewer culvert pipe. Joints shall be installed such that connection of pipe sections will form continuous line free from irregularities in flow line. Suitable joints are:
 - 1. Integral Bell and Spigot. Bell shall overlap minimum of two corrugations of spigot end when fully engaged.
 - 2. Exterior Bell and Spigot. Bell shall be fully welded to exterior of pipe and overlap spigot end so that flow lines and ends match when fully engaged.
- F. Jointing:
 - 1. Gaskets:
 - a. Meet requirements of ASTM F 477. Use gasket molded into circular form or extruded to proper section and then spliced into circular form. When no contaminant is identified, use gaskets of properly cured, high-grade elastomeric compound. Basic polymer shall be natural rubber, synthetic elastomer, or blend of both.
 - b. HDPE Pipes are Not allowed to be installed in potentially contaminated areas, unless approved by City Engineer.

CONTAMINANT	GASKET MATERIAL REQUIRED
Petroleum (diesel, gasoline)	Nitrile Rubber
Other Contaminants	As recommended by pipe manufacturer

- 2. Lubricant. Use lubricant for assembly of gasketed joints which has no detrimental effect on gasket or on pipe, in accordance with manufacturer's recommendations.

2.02 MATERIALS FOR SANITARY SEWER

- A. Pipe and Fittings: High density, high molecular weight polyethylene pipe material meeting requirements of Type III, Class C, Category 5, Grade P34, as defined in

ASTM D 1248. Material meeting requirements of cell classification in accordance with ASTM D 3350 are also suitable for making pipe products under these specifications.

- B. Other Pipe Materials: Materials other than those specified in Paragraph 2.02A, Pipe and Fittings, may be used as part of profile construction, e.g., as core tube to support shape of profile during processing, provided that these materials are compatible with base polyethylene material and are completely encapsulated in finished product and in no way compromise performance of pipe products in intended use. Examples of suitable material include polyethylene and polypropylene.

2.03 MATERIALS FOR GRAVITY STORM SEWERS AND STORM SEWER CULVERTS

- A. Pipe and Fittings: High density, high molecular weight polyethylene HDPE virgin compound material meeting requirements of cell class outlined in ASTM D 3350. Manufacturing shall meet requirements of ASTM F 2306.

2.04 TEST METHODS FOR SANITARY SEWER

- A. Conditioning. Conditioning of samples prior to and during tests is subject to approval by Project Manager. When referee tests are required, condition specimens in accordance with Procedure A in ASTM D 618 at 73.4 degrees F plus or minus 3.6 degrees F and 50 percent relative humidity plus or minus 5 percent relative humidity for not less than 40 hours prior to test. Conduct tests under same conditions of temperature and humidity unless otherwise specified.
- B. Flattening. Flatten three specimens of pipe, prepared in accordance with Paragraph 2.05A, in suitable press until internal diameter has been reduced to 40 percent of original inside diameter of pipe. Rate of loading shall be uniform and at 2 inches per minute. Test specimens, when examined under normal light and with unaided eye, shall show no evidence of splitting, cracking, breaking, or separation of pipe walls or bracing profiles.
- C. Joint Tightness. Test for joint tightness in accordance with ASTM D 3212, except replace shear load transfer bars and supports with 6-inch-wide support blocks that can be either flat or contoured to conform to pipe's outer contour.
- D. Purpose of Tests. Flattening and joint tightness tests are not intended to be routine quality control tests, but rather to qualify pipe to a specified level of performance.

2.05 TEST METHODS FOR GRAVITY STORM SEWERS AND STORM SEWER CULVERTS

- A. All testing and material requirements shall be in accordance with ASTM F 2306.

2.06 MARKING

- A. Mark each standard and random length of pipe in compliance with these Specifications with following information:
 - 1. Pipe size.
 - 2. Pipe class.
 - 3. Production code.
 - 4. Material designation.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Conform to requirements of following Sections:
 - 1. Section 02550 - Sliplining Sanitary Sewers.
 - 2. Section 02531 - Gravity Sanitary Sewers.
 - 3. Section 02532 - Sanitary Sewage Force Mains.
 - 4. Section 02533 - Acceptance Testing for Sanitary Sewers.
 - 5. Section 02631 - Storm Sewers
- B. Install pipe in accordance with the manufacturers recommended installation procedures and ASTM D 2774.
- C. HDPE pipe is not approved in applications requiring augering of pipe.
- D. Bedding and backfill: Conform to requirements of Section 02317 - Excavation and Backfill for Utilities.
- E. Use only workmen trained in the installation of HDPE Pipe.
- F. Do not store pipe uncovered direct in direct sunlight. Allow pipe temperature to approach ground temperature before each individual pipe section is terminally connected.

- G. Joints: Join sections of HDPE pipe into continuous lengths above ground by thermal butt fusion method in accordance with AWWA C906 and pipe manufacturer's recommendations for specified service. Fusion joints: meeting minimum requirements of manufacturer for cool down time and other fusing requirements. Socket fusion and extrusion welding or hot gas welding will not be accepted.

- H. Cutting pipe: Comply with pipe manufacturer's recommendations. After cutting, leave end pipe in accordance with manufacturer's recommendations.

END OF SECTION

Section 02713

RECYCLED CRUSHED CONCRETE BASE COURSE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Recycled crushed concrete base (RCCB) course.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices

1. Payment for RCCB is on per ton basis furnished and compacted in place.
2. Payment for RCCB for transitions and base repairs, if required, is on a per ton basis.
3. No separate payment will be made for RCCB for temporary driveway, temporary detour pavement, temporary road shoulders and etc. Include payment in unit price for related work.
4. Refer to Section 01270 - Measurement and Payment for unit price procedures.

- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. ASTM C 150 - Standard Specification for Portland Cement.
- B. TxDOT Tex-101-E - Preparing Soil and Flexible Base Materials for Testing.
- C. TxDOT Tex-106-E - Calculating the Plasticity Index of Soils.
- D. TxDOT Tex-110-E - Determining Particle Size Analysis of Soils.
- E. TxDOT Tex-113-E - Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials.
- F. TxDOT Tex-115-E - Field Method for Determining In-place Density of Soils and Base Materials.
- G. TxDOT Tex-120-E - Soil-Cement Testing.

1.04 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. Submit representative samples of crushed concrete for testing.
- C. Submit weight tickets, certified by supplier, for each delivery of recycled crushed concrete, gravel, and soil binder.
- D. Submit manufacturer's description and characteristics for pug mill and associated equipment, mixer trucks, spreading and compaction equipment for approval.

1.05 TESTS

- A. Follow Section 01454 – Testing Laboratory Services.
- B. Test and analyze aggregate and binder products following TxDOT Tex-110-E.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Provide materials from stockpiles that are protected during storage from contaminants detrimental to concrete base.
- B. Load material from same area of stockpile to maintain uniformity of each successive delivery to Project site.
- C. Store cement in weatherproof enclosures. Protect from ground dampness.

PART 2 PRODUCTS

2.01 SYSTEM DESCRIPTION

- A. Provide RCCB with following performance:
 - 1. Minimum 7 percent cement.
 - 2. Minimum compressive strength: 650 psi at 14 days following TxDOT Tex-120-E.
 - 3. Prepare concrete product in on-site or off-site pug mill, or in on-site or off-site portable concrete mixer.
- B. Preliminary Design: Prepare preliminary mix with minimum cement to crushed concrete ratios of 5 percent by dry mass of materials.
 - 1. Designate source of concrete for crushing. Follow Section 01454 - Testing Laboratory Services for tests of concrete from source.

2. Results of laboratory and compression tests will be used by Project Manager to select final mix design.

2.02 PORTLAND CEMENT

- A. ASTM C 150 Type I, II, or III; bulk or sacked.

2.03 WATER

- A. Potable.

2.04 AGGREGATE

- A. Recycled Crushed Concrete: Material retained on No. 40 Sieve, and durable coarse particles of crusher-run reclaimed cured Portland cement concrete, obtained from approved source. Organic material is prohibited. The crushed concrete shall be substantially free of foreign matter including but not limited to asphalt, base, and dirt.

- B. Soil Binder (classified below): Meeting following requirements when tested following TxDOT Tex-106-E:

1. Maximum liquid limit: 35
2. Maximum plasticity index: 10

- C. Mixed Aggregate and Soil Binder: Grading following TxDOT Tex-101-E and Tex-110-E within following limits:

<u>Sieve</u>	<u>Percent Crushed Concrete Retained</u>
1 3/4 inch	0 to 10
No. 4	45 to 75
No. 40	55 to 80; classified as Soil Binder

2. Bank sand may be added to mix at pug mill.

2.05 ASPHALTIC SEAL CURE

- A. Acquire written approval from Project Manager before curing and before proceeding with curing.

- B. Use following as option to curing by sprinkling:

1. Cut-back asphalt: MC30 following Section 02742 Prime Coat. –
2. Emulsified petroleum resin: EPR-1 Prime following Section 02742 - Prime Coat.

2.06 MATERIAL MIX

- A. Design mix for minimum compressive strength of 650 psi at 14 days following TxDOT Tex- 120-E unconfined compressive strength.
- B. Cement Ratio: Follow Paragraph 2.01A. Increase cement content in two percent steps up to 9 percent maximum when compressive strength of design mix samples fail TxDOT Tex- 120E test.

2.07 MIXING EQUIPMENT

- A. Mix following Paragraph 2.01A, with metering devices adding specified quantities of crushed concrete, cement, and water into mixer. Dry mix crushed concrete and cement prior to adding water. Produce homogeneous and uniformly mixed product.

2.08 SOURCE QUALITY CONTROL

- A. Test following Section 01454 -Testing Laboratory Services.
- B. When directed by Project Manager, test for unconfined compressive strength following Test Method TxDOT Tex-120-E as follows:
 - 1. Mold minimum of three samples each day or for each 500 tons of production or one for each day.
 - 2. Compressive strength: average of 3 specimens for each sample lot.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Follow Section 01452 - Inspection Services.
- B. Verify buried utility work is complete.
- C. Verify lime treatment of base is complete.
- D. Verify subgrade is ready to support imposed loads.
- E. Verify flatwork, foundations, projecting reinforcement and similar Work interfacing with base is in place.
- F. Verify lines and grades are correct.

3.02 PREPARATION

- A. Complete backfill of new utilities below future grade.
- B. Prepare subgrade in accordance with requirements of Section 02330 - Embankment and Section 02315 - Roadway Excavation, or Section 02336 - Lime Stabilized Subgrade and Section 02337 - Lime-Fly Ash Stabilized Subgrade and Section 02338 - Portland Cement Stabilized Subgrade.
- C. Correct subgrade deviations in excess of plus or minus 1/4 inch in cross section, or in 16 foot length by loosening, adding or removing material, reshaping and recompacting by sprinkling and rolling.
- D. Prepare sufficient subgrade in advance of base course for efficient operations.
- E. Have sufficient products and equipment on hand to expeditiously apply base.

3.03 MIXING

- A. Maintain moisture content of between optimum and 5 percent above optimum.

3.04 PLACEMENT

- A. Place mixture with approved spreading equipment. Spread to eliminate planes of weakness or pockets of nonuniformly graded material resulting from hauling and dumping operations.
- B. Provide approximately vertical construction joints between fresh base and base-in-place 4 hours or longer. Form joint with temporary header or make vertical cut of in-place base immediately before placing fresh base.
- C. Make cold joints at center line of head-to-head parking stalls.
- D. Place base so that projecting reinforcing steel from curbs remain at approximate center of base. Provide proper bond between reinforcement and base.
- E. Transverse and longitudinal joints shall be vertical.
- F. Unless noted otherwise, place recycled crushed concrete base in courses not to exceed 8 inches in depth. All courses shall be placed on same working day unless approved by Project Manager. Construction joints between new base and base previously placed shall be wetted and coated with dry cement prior to addition of new base.
- G. Complete finishing operations within period of 6 hours after cement is added to base materials.

3.05 **COMPACTION**

- A. Start compaction maximum 3 hours after start of mixing. Compact loose mixture with approved tamping rollers until entire depth is uniformly compacted. Do not allow base to mix with underlying material.
 - 1. Do not rework uncompacted material that has set up for more than 30 minutes.
 - 2. Complete placement and compaction work within 6 hours from start of moist mixing.
- B. Correct irregularities or weak spots immediately by replacing material and recompacting.
- C. Apply water to maintain moisture between optimum and 5 percent above optimum moisture.
- D. Remove and reconstruct sections where average moisture content exceeds ranges specified at time of final compaction.
- E. Finish by blading surface to final grade after compacting final course. Seal with approved pneumatic tired rollers or flat wheel rollers which are sufficiently light to prevent surface hair line cracking.
- F. Compact to minimum density of 95 percent of dry density, following TxDOT Tex - 113-E, at moisture content of treated material between optimum and 5 percent above optimum.
- G. Test roadway base course compaction in accordance with TxDOT Tex-115-E.
- H. Maintain surface to required lines and grades throughout operation.

3.06 **CURING**

- A. Moist cure for minimum of 72 hours before adding pavement courses.
- B. Use sprinkling or, at option, apply following curing membrane as soon as initial set begins, using approved light-weight self-propelled pressure distributor:
 - 1. MC30: 0.1 gallon per square yard.
 - 2. EPR-1 Prime: 0.15 gallon of asphalt residual per square yard.
- C. Do not use cut-back asphalt during period of April 16 through September 15.

3.07 TOLERANCES

- A. Completed Surface: Smooth and conform to typical section and established lines and grades.
- B. Top Surface of Base Course: Plus or minus 1/4 inch in cross section or in 16 foot length.

3.08 FIELD QUALITY CONTROL

- A. Test following Section 01454 - Testing Laboratory Services.
- B. Perform compaction tests following TxDOT Tex-113-E at randomly selected locations. Remove and replace areas failing compaction requirements at no additional cost to City.

3.09 PROTECTION

- A. Maintain base in proper condition until surface is placed. Surface must be placed within 14 days after final mixing and compaction unless otherwise approved by Project Manager. Repair unacceptable base course immediately by replacing base to full depth.
- B. Curing membrane may remain in place at areas where surface courses or other base courses are applied.
- C. Prevent construction traffic on base for minimum 3 days. Light vehicles, used to maintain proper cure, are permitted on base after initial set or as permitted by Project Manager.

END OF SECTION

COUNTY OF GALVESTON STATE OF TEXAS

64 ACRE PARK ACCESS ROAD

PROJECT NO. 1512-004-01

MARCH 2017



MARK HENRY
COUNTY JUDGE

DARRELL APFFEL
COMMISSIONER PRECINCT 1

STEPHEN D. HOLMES
COMMISSIONER PRECINCT 3

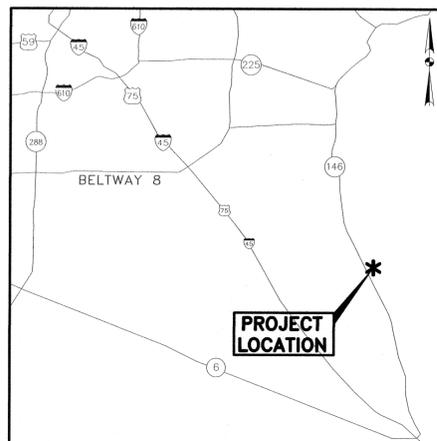
JOE GIUSTI
COMMISSIONER PRECINCT 2

KEN CLARK
COMMISSIONER PRECINCT 4

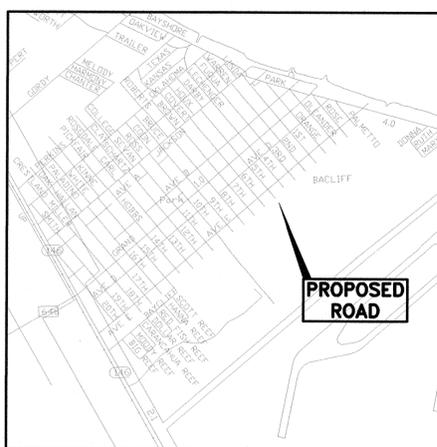
MICHAEL SHANNON, P.E.
COUNTY ENGINEER

CobbFendley
Texas Registration No. 274
1920 Country Place Parkway, Suite 310
Pearland, Texas 77584
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SHEET NO.	SHEET INDEX
SHEET NO.	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES
3	SURVEY CONTROL
4	STORM WATER POLLUTION PREVENTION PLAN
5	GEOMETRIC LAYOUT & STRIPING PLAN
6	INTERSECTION LAYOUT – 10TH STREET & PARK ROAD
7	TYPICAL SECTIONS (1 OF 2)
8	TYPICAL SECTIONS (2 OF 2)
9	PLAN & PROFILE STA. 0+00 TO STA. 4+00
10	PLAN & PROFILE STA. 4+00 TO STA. 8+00
11	PLAN & PROFILE STA. 8+00 TO STA. 12+50
12	PLAN & PROFILE STA. 12+50 TO STA. 17+00
13	CROSS SECTIONS STA. 0+50 TO STA. 4+50
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15	CROSS SECTIONS STA. 9+50 TO STA. 13+50
16	CROSS SECTIONS STA. 14+00 TO STA. 16+50
17	STORM WATER POLLUTION PREVENTION PLAN DETAILS
18	STORM SEWER DETAILS
19	PAVEMENT DETAILS
20	TRAFFIC CONTROL PLAN



VICINITY MAP
KEY MAPS: 661J, 661K
SCALE: 1" = 30,000'



LOCATION MAP
KEY MAPS: 661J, 661K
SCALE: 1" = 2000'



Kimberly Waddell
3-15-17

GENERAL CONSTRUCTION NOTES:

- CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS BEFORE BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SECURITY TO PROTECT HIS OWN PROPERTY, EQUIPMENT AND WORK IN PROGRESS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING OF STREETS CAUSED BY ASSOCIATED CONSTRUCTION AT CLOSE OF EACH WORK DAY.
- PAVED SURFACES SHALL BE PROTECTED FROM DAMAGE BY TRACKED EQUIPMENT.
- IRON RODS DISTURBED DURING CONSTRUCTION ARE TO BE REPLACED BY A REGISTERED PROFESSIONAL LAND SURVEYOR FOR THE ORIGINAL PROPERTY OWNER AT NO SEPARATE PAY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AN UPDATED REDLINED "RECORD" SET OF CONSTRUCTION DRAWINGS ON SITE FOR INSPECTION BY THE ENGINEER.
- CONTRACTOR MUST PROVIDE FENCING AROUND OPEN EXCAVATION AREAS DURING NON-WORKING HOURS.
- REFER TO THE SWPPP GENERAL NOTES FOR PROPER MEASURES AND CONTROLS.
- CONTRACTOR SHALL OBTAIN ALL CONSTRUCTION PERMITS REQUIRED BY THE STANDARDS OF THE GOVERNMENTAL AGENCY HAVING JURISDICTION.
- EXISTING PAVEMENTS, CURBS, SIDEWALKS AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO ORIGINAL OR BETTER CONDITION.
- WHENEVER UNSUITABLE MATERIAL IS ENCOUNTERED AND CANNOT BE HANDLED BY THE EXCAVATION OR EMBANKMENT REQUIREMENTS, THEN THE UNSUITABLE MATERIAL SHALL BE EXCAVATED TO A DEPTH DEEMED SUFFICIENT BY THE ENGINEER AND THE EXCAVATED MATERIAL SHALL BE DISPOSED OF OFF THE JOB SITE. THE EXCAVATED AREA SHALL BE FILLED WITH SELECT FILL PER SPECIFICATIONS.
- SURPLUS EXCAVATED EARTHEN MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED AND DISPOSED OF OFF-SITE AS DETERMINED BY THE COUNTY ENGINEER. INCLUDE COST OF REMOVAL AND DISPOSAL IN OTHER ITEMS OF WHICH THIS WORK IS A COMPONENT PART, NO SEPARATE PAY. THE MATERIAL MUST BE DISPOSED OF IN A SAFE AND LEGAL MANNER.
- ALL UNSATISFACTORY AND/OR WASTE MATERIALS INCLUDING VEGETATION, ROOTS, CONCRETE, AND DEBRIS SHALL BE DISPOSED OF OFFSITE BY THE CONTRACTOR. NO DIRECT PAYMENT WILL BE MADE, BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE VARIOUS BID PROPOSAL ITEMS.
- ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNING AUTHORITY. DAMAGE TO EXISTING PAVEMENT DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE ENGINEER OR OWNING AUTHORITY. NATURAL GROUND ADJACENT TO UTILITY TRENCH EXCAVATION TO BE GRUBBED PRIOR TO PLACEMENT OF EXCESS TRENCH MATERIAL. (NO SEPARATE PAY)
- WHERE MANHOLES ARE LOCATED WITHIN PAVED AREAS, CONTRACTOR SHALL SET RIM ELEVATIONS TO MATCH FINISHED GRADE ELEVATIONS. OUTSIDE OF PAVED AREAS, SET MANHOLE RIMS 3 INCHES (MINIMUM) TO 6 INCHES (MAXIMUM) ABOVE FINISHED GRADE. ADD SLOPE FILL AROUND MANHOLES, SLOPED AWAY AND DOWN FROM MANHOLE RING.
- CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER & CONSTRUCTION MANAGER AT LEAST 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
- GUIDELINES SET FORTH IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE OBSERVED.
- THE CONTRACTOR SHALL NOTIFY LONE STAR NOTIFICATION CENTER AT 713-223-4567 AND TEXAS ONE-CALL SYSTEM AT 1-800-245-4545 A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION TO VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES. CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT ALL POINTS OF CROSSING WITH PROPOSED UNDERGROUND LINES TO DETERMINE IF CONFLICT EXISTS BEFORE COMMENCING ANY CONSTRUCTION. NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICT. THE CONTRACTOR SHALL NOT MAKE ANY FIELD MODIFICATIONS WITHOUT THE PRIOR APPROVAL OF THE ENGINEER, COBB, FENDLEY & ASSOCIATES, INC. PHONE NO. 281-993-4952, FAX NO. 713-462-3262. THIS APPROVAL MUST BE OBTAINED PRIOR TO RESUMING ANY CONSTRUCTION IN THE AFFECTED AREA.
- CONTRACTOR SHALL PROVIDE ACCESS TO COUNTY STREETS DURING CONSTRUCTION PHASE.
- THE WORK AREA SHALL BE BARRICADED AND ILLUMINATED DURING DARKNESS AND PERIODS OF INACTIVITY, WHEN IN AN AREA OF DIRECT PUBLIC ACCESS, OR AS REQUIRED BY ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SHIPPING OF ALL MATERIALS. THE LOADING AND UNLOADING OF ALL PIPE, VALVES, HYDRANTS, MANHOLES AND OTHER ACCESSORIES SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICES AND SHALL AT ALL TIMES BE PERFORMED WITH CARE TO AVOID ANY DAMAGE TO THE MATERIAL. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE SUCH MATERIAL AT THE POINT OF DELIVERY AND TO REJECT ALL DEFECTIVE MATERIAL. THE DEFECTIVE MATERIAL MUST BE REPLACED WITH SOUND MATERIAL.
- ALL PIPE AND REINFORCEMENT STEEL SHALL BE KEPT FREE OF DIRT AND OTHER DEBRIS. ANY DAMAGE TO THE COATING OF THE VARIOUS MATERIALS MUST BE REPAIRED.
- ACCESS TO ALL EXISTING STREETS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.
- SURFACE RESTORATION: AT THE END OF ALL CONSTRUCTION PROJECTS, THE CONTRACTOR SHALL RESTORE THE EXISTING FACILITIES, I.E., THE PROPERTY, INCLUDING DITCH, EQUAL TO OR BETTER THAN EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION. ALL DISTURBED AREA SHALL BE SEEDED PROPERLY AS REQUIRED BY ENGINEER AT NO ADDITIONAL PAY.
- CONTRACTOR SHALL PROTECT ALL TREES ADJACENT TO WORK AREA. NO TREES SHALL BE REMOVED WITHOUT THE PERMISSION OF THE OWNER.
- EXCAVATE MUCK, ORGANIC MATERIAL AND UNSUITABLE SOIL PRIOR TO PLACING FILL. PLACE SUITABLE MATERIAL IN 8 INCH MAXIMUM LOOSE LIFT AND COMPACT TO 95% STANDARD PROCTOR DENSITY. ALL COMPACTIONS MUST BE APPROVED BY TESTING LAB.

CAUTION: UNDERGROUND GAS FACILITIES

LOCATIONS OF CENTERPOINT ENERGY MAIN LINES (TO INCLUDE CENTERPOINT ENERGY, INTRASTATE PIPELINE, LLC, WHERE APPLICABLE) ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. SERVICE LINES ARE USUALLY NOT SHOWN. OUR SIGNATURE ON THESE PLANS ONLY INDICATES THAT OUR FACILITIES ARE SHOWN IN APPROXIMATE LOCATION. IT DOES NOT IMPLY THAT A CONFLICT ANALYSIS HAS BEEN MADE. THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT (713) 223-4567, 1-800-669-8344 OR OR 811 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE MAIN AND SERVICE LINES FIELD LOCATED.

- WHEN CENTERPOINT ENERGY PIPE LINE MARKINGS ARE NOT VISIBLE, CALL (713) 945-8036 OR (713) 945-8037 (7:00 AM TO 4:30 PM) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.
- WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.
- WHEN CENTERPOINT ENERGY FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.
- FOR EMERGENCIES REGARDING GAS LINES CALL (713) 659-3552 OR (713) 207-4200.

THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES

WARNING: OVERHEAD ELECTRICAL LINES

OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LOCATION OF OVERHEAD LINES HAS NOT BEEN SHOWN ON THESE DRAWINGS AS THE LINES ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE FORBIDS ACTIVITIES THAT OCCUR IN CLOSE PROXIMITY TO HIGH VOLTAGE LINES, SPECIFICALLY:

- ANY ACTIVITY WHERE PERSON OR THINGS MAY COME WITHIN SIX(6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES; AND
- OPERATING A CRANE, DERRICK, POWER SHOVEL, DRILLING RIG, PILE DRIVER, HOISTING EQUIPMENT, OR SIMILAR APPARATUS WITHIN 10 FEET OF LIVE OVERHEAD VOLTAGE LINES.

PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL CENTERPOINT ENERGY AT (713) 207-2222.

ACTIVITIES ON OR ACROSS CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY

NO APPROVAL TO USE, CROSS OR OCCUPY CENTERPOINT FEE OR EASEMENT PROPERTY IS GIVEN. IF YOU NEED TO USE CENTERPOINT PROPERTY, PLEASE CONTACT OUR SURVEYING & RIGHT OF WAY DIVISION AT (713) 207-6348 OR (713) 207-5769.

FRONTIER VERIZON WIRELESS UNDERGROUND CONDUIT NOTES:

THE LOCATION OF VERIZON FACILITIES, IF SHOWN, ARE IN AN APPROXIMATE WAY ONLY. SERVICE LINES ARE NOT SHOWN. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND UTILITIES.

THE CONTRACTOR SHALL CONTACT DIGTESS @ 800-344-8377 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND TELEPHONE LINES FIELD LOCATED.

WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF VERIZON FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.

WHENEVER VERIZON FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT SHOULD BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON CABLE AND/OR CONDUIT DUCTS. CONTACT DARRIN ALBRECHT, SUPERVISOR - NETWORK ENGINEERING @ 281-338-2221 FOR QUESTIONS REGARDING VERIZON FACILITIES.

FRONTIER

TRAFFIC CONTROL NOTES:

- CONTRACTOR SHALL PROVIDE ACCESS TO ALL HOME AND BUSINESS OWNERS ALONG THIS PROJECT AT ALL TIMES UNLESS OTHERWISE AUTHORIZED SPECIALLY BY THE CITY ENGINEER. DEVIATIONS FROM THESE TRAFFIC CONTROL PLANS ARE NOT PERMITTED WITHOUT PRIOR APPROVAL FROM THE CITY ENGINEER. WORK ZONES SHALL INCLUDE STABILIZED CONSTRUCTION ENTRANCE AND EXIT AT EACH END.
- THE SIGNS, BARRICADES AND MARKINGS SHOWN ON THESE DRAWINGS CONSTITUTE MINIMUM REQUIREMENTS AND ARE NOT INTENDED TO COVER SPECIAL CIRCUMSTANCES OR OTHER CONDITIONS THAT MAY ARISE DUE TO UNFORESEEN FIELD CONDITIONS. THE CONTRACTOR SHALL PLACE AND MAINTAIN SUFFICIENT ADDITIONAL SIGNS, BARRICADES AND WARNING DEVICES TO WARN THE PUBLIC AND PROVIDE FOR THE SAFE MOVEMENT OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC. WHERE PROJECT REQUIREMENTS ARE NOT FULLY SATISFIED BY THE STANDARDS SHOWN HEREON, THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND TXDOT - DISTRICT 12 STANDARDS SHALL GOVERN.
- BARRICADES, SIGNS, CHANNELING DEVICES, AND TRAFFIC HANDLING DEVICES AS SHOWN SHALL BE ADJUSTED TO FIT FIELD CONDITIONS, AS DIRECTED BY THE ENGINEER, AT NO ADDITIONAL COST.
- CONTRACTOR SHALL INSURE THAT ALL BARRICADES, SIGNS, PAVEMENT MARKINGS, CHANNELING DEVICES, WARNING LIGHTS, AND TRAFFIC HANDLING DEVICES ARE MAINTAINED IN A CLEAN FUNCTIONAL CONDITION AT ALL TIMES.
- THE CONTRACTOR SHALL PROVIDE CERTIFIED FLAG MEN AS NEEDED TO ASSIST IN THE SAFE MOVEMENT OF TRAFFIC IN THE WORK ZONE.
- MAINTENANCE OF ALL TEMPORARY SIGNING IS THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING CORRECTION OF LOSS/DAMAGE DUE TO ACTS OF VANDALISM OR ACCIDENT.
- ALL CONSTRUCTION SIGNS AND BARRICADES PLACED DURING ANY PHASE OF CONSTRUCTION SHALL REMAIN IN PLACE UNTIL THEIR REMOVAL IS DIRECTED BY THE ENGINEER.
- ALL WORK SHALL BE PERFORMED IN SUCH MANNER AND SEQUENCE WHICH WILL IMPOSE THE MINIMUM OF INTERFERENCE BUT PROVIDE MAXIMUM PROTECTION TO TRAFFIC CONSISTENT WITH THE WORK TO BE PERFORMED.
- CONTRACTOR SHALL MAINTAIN WORK ZONE SO THAT NO MORE THAN 3 CONSECUTIVE RESIDENCES ARE BLOCKED AT ONE TIME AND THAT NO SINGLE DRIVEWAY IS BLOCKED FOR MORE THAN 48 HOURS WITHOUT PRIOR WRITTEN AGREEMENT WITH HOMEOWNER. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO AFFECTED RESIDENCES AT LEAST 72 HOURS IN ADVANCE.
- CONTRACTOR SHALL PROVIDE TEMPORARY ASPHALT RAMPS TO ALLOW TRAFFIC TO ACCESS ROADWAYS WHERE ELEVATION DIFFERENCES EXIST BETWEEN THE EXISTING ROADWAY AND THE PROPOSED ROADWAY. IN ADDITION, TEMPORARY DRIVEWAYS MUST BE PROVIDED FOR ALL RESIDENTS THROUGHOUT THE CONSTRUCTION AREA.

ACRONYM LIST

TP	TOP OF PAVEMENT
TC	TOP OF CURB
C-C	CENTER TO CENTER
O.C.	ON CENTER
OD	OUTER DIAMETER
Ø	DIAMETER
HDPE	HIGH DENSITY POLYETHYLENE PIPE
OH	OVERHEAD ELECTRIC LINES
RH	RIGHT OF WAY
STD	STANDARD

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY AT 713-207-2222

NOTICE:
For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig so that underground lines can be marked. This Verification Does not fulfill your obligation to call 811.

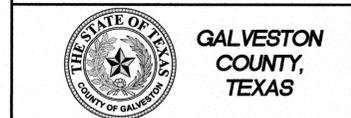
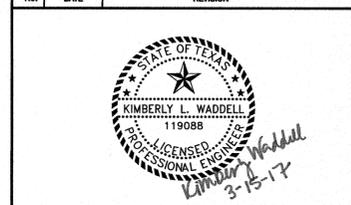
VERIFICATION OF PRIVATE UTILITY LINES

mm Date 3-15-17
CenterPoint Energy/Natural Gas Facilities Verification ONLY. (This signature verifies that you have shown CIP Natural Gas lines correctly-not to be used for conflict verification.) (Gas service lines are not shown.) Signature Valid for six months.

mm Date 3-15-17
CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY. (This signature verifies existing underground facilities - not to be used for conflict verification.) Signature Valid for six months.

[Signature] Date 3/15/17
Approved for Verizon Wireless underground conduit facilities ONLY. Signature Valid for one year. **FRONTIER**

No.	DATE	REVISION



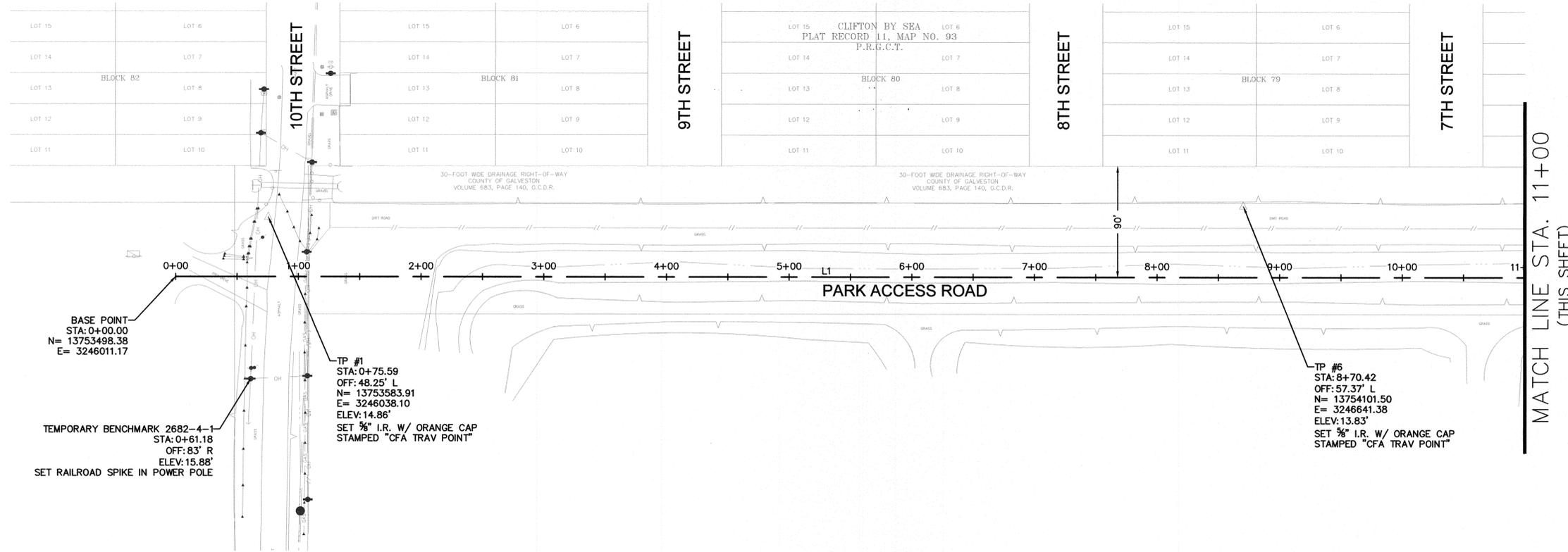
CobbFendley
Texas Registration No. 274
1920 Country Place Parkway, Suite 310
Pearland, Texas 77584
281.334.2935 | fax 281.334.2937
www.cobbendley.com

64 ACRE PARK ACCESS ROAD

GENERAL NOTES

SUBMITTED:	DESIGNED BY: KLV
SCALE:	DRAWN BY: KLV
DATE: MARCH 2017	SHEET No.: 2 OF 20
SURVEY BY: CFA	DWG. NO.:
F B NO.:	

1512-004-01 - GALVESTON COUNTY 64 ACRE PARK ACCESS ROAD



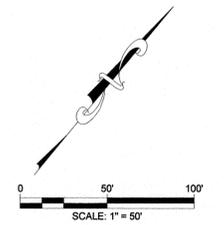
BASE POINT
STA: 0+00.00
N= 13753498.38
E= 3246011.17

TEMPORARY BENCHMARK 2682-4-1
STA: 0+61.18
OFF: 83' R
ELEV: 15.88'
SET RAILROAD SPIKE IN POWER POLE

TP #1
STA: 0+75.59
OFF: 48.25' L
N= 13753583.91
E= 3246038.10
ELEV: 14.88'
SET 3/8" I.R. W/ ORANGE CAP
STAMPED "CFA TRAV POINT"

TP #6
STA: 8+70.42
OFF: 57.37' L
N= 13754101.50
E= 3246641.38
ELEV: 13.83'
SET 3/8" I.R. W/ ORANGE CAP
STAMPED "CFA TRAV POINT"

BENCH MARK
PROJECT BENCHMARK: HGCSO MONUMENT NO. 55
NATIONAL GEODETIC SURVEY (NGS) HEIGHT MODERNIZATION SURVEY STATION AW5666. STEEL ROD WITH PUNCH MARK IN A PVC CASING WITH CAP STAMPED "HGCSO 55 1986". LOCATED AT BAYSHORE PARK IN BAGLIFY, TEXAS. STATION IS LOCATED +/- 450 FEET NWLY OF FM 646 (EAST BAY SHORE DRIVE) AND +/- 100 FEET NE'LY OF PARK ROAD. LOCATED ACROSS THE STREET FROM THE BASEBALL FIELD ALONG A PEDESTRIAN WALKWAY.
ELEVATION: 12.56' (NAD88, 2001 ADJ., ORTHOMETRIC HEIGHT)
TEMPORARY BENCHMARK "2682-4-1"
SET RAILROAD SPIKE IN WESTERLY SIDE OF POWER POLE WITH THREE GUY WIRES LOCATED ON SWLY SIDE OF 10TH STREET +/- 450 FEET SE'LY OF INTERSECTION 10TH STREET AND AVENUE E.
ELEVATION: 15.88' (NAD88, 2011 ADJ., ORTHOMETRIC HEIGHT)



- NOTES:
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINATION FACTOR OF 0.999871120.
 2. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE BEARING OF NORTH 50°1'46" EAST FOR THE NORTHWESTERLY SURVEY LINE OF THE ANTHONY HATCH SURVEY, ABSTRACT NUMBER 88, AS SHOWN ON THE FINAL PLAT OF EDGEWATER PARK SECTION ONE, A SUBDIVISION OF RECORD, RECORDED IN VOLUME 2006A, PAGE 166, GALVESTON COUNTY MAP RECORDS, TEXAS.
 3. ELEVATIONS DERIVED BY CLOSED LEVEL LOOPS FROM THE ORTHOMETRIC-DERIVED ELEVATION TIED TO THE PUBLISHED BENCHMARK AND TEMPORARY BENCHMARK DESCRIBED BELOW.



END POINT
STA: 17+00.00
N= 13754590.45
E= 3247314.00

TP #5
STA: 16+44.45
OFF: 55.25' L
N= 13754597.10
E= 3247235.94
ELEV: 14.03'
SET 3/8" I.R. W/ ORANGE CAP
STAMPED "CFA TRAV POINT"

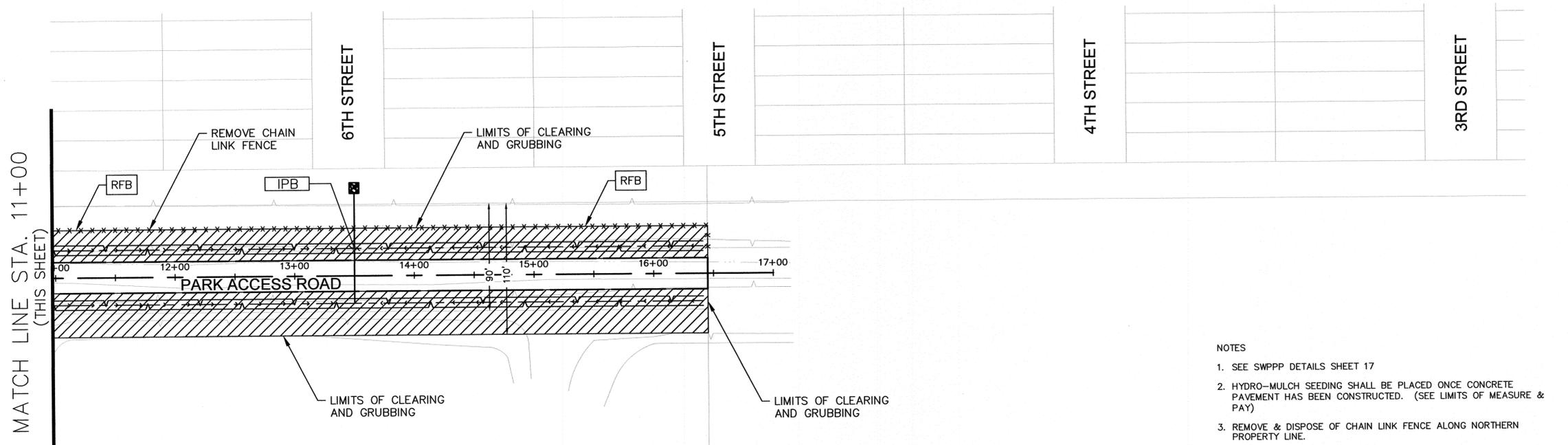
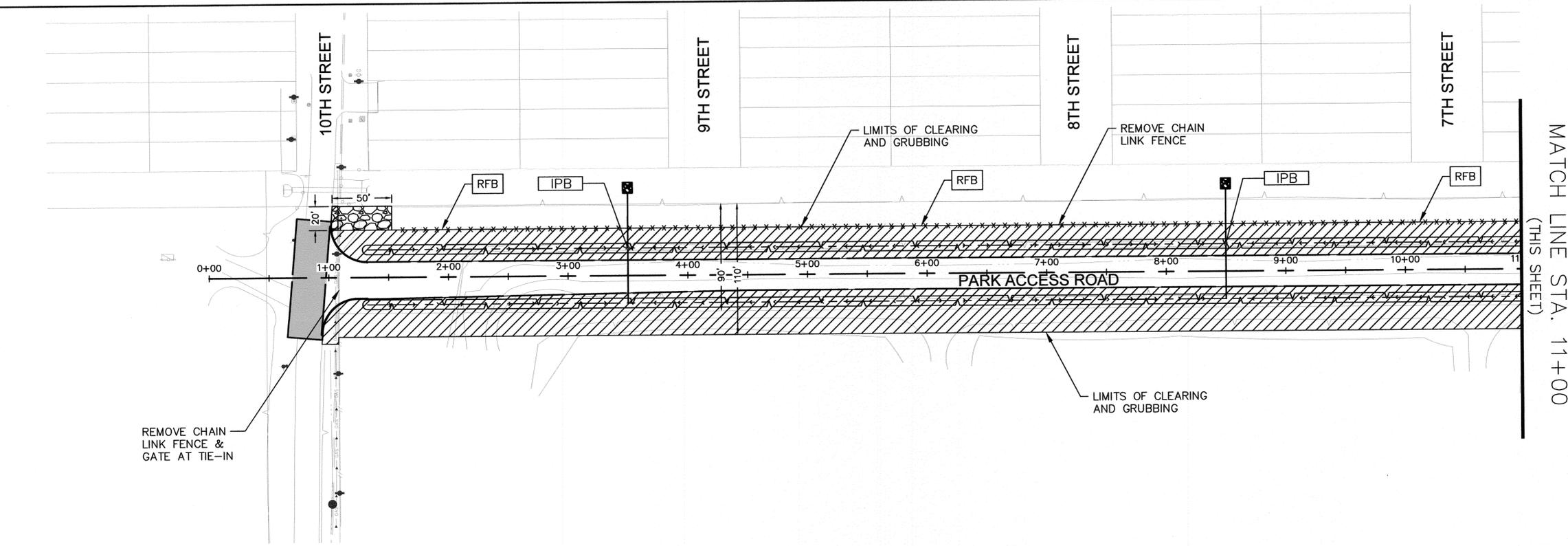
MATCH LINE STA. 11+00
(THIS SHEET)

MATCH LINE STA. 11+00
(THIS SHEET)

LINE TABLE				
LINE #	START STA.	END STA.	DISTANCE	DIRECTION
L1	0+00.00	17+00.00	1700.00	N50° 01' 46"E

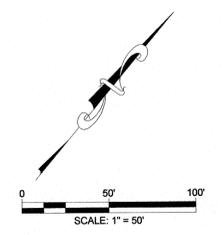
No.	DATE	REVISION
GALVESTON COUNTY, TEXAS		
CobbFendley Texas Registration No. 274 1920 Country Place Parkway, Suite 310 Pearland, Texas 77584 281.334.2935 fax 281.334.2937 www.cobbfendley.com		
64 ACRE PARK ACCESS ROAD		
SURVEY CONTROL		
SUBMITTED:	DESIGNED BY: KLV	
SCALE: 1"=50'	DRAWN BY: KLV	
DATE: MARCH 2017	SHEET No.: 3 OF 20	
SURVEY BY: CFA	DWG. NO.:	
F B NO.:		

1512-004-01 - GALVESTON COUNTY 64 ACRE PARK ACCESS ROAD

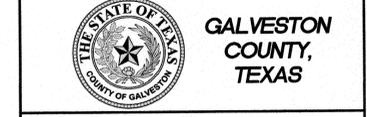
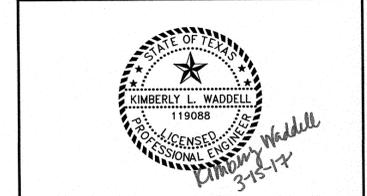


LEGEND

-  INLET PROTECTION BARRIER
-  REINFORCED FILTER FABRIC BARRIER
-  HYDRO-MULCH SEEDING - AFTER CONSTRUCTION IS COMPLETE (SEE LIMITS OF MEASURE & PAY)
-  STABILIZED CONSTRUCTION ACCESS
-  TOP OF BANK
-  CHAIN LINK FENCE



No.	DATE	REVISION



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 Pearland, Texas 77584
 281.334.2935 | fax 281.334.2937
 www.cobbfendley.com

64 ACRE PARK ACCESS ROAD

STORM WATER POLLUTION PREVENTION PLAN

- NOTES**
- SEE SWPPP DETAILS SHEET 17
 - HYDRO-MULCH SEEDING SHALL BE PLACED ONCE CONCRETE PAVEMENT HAS BEEN CONSTRUCTED. (SEE LIMITS OF MEASURE & PAY)
 - REMOVE & DISPOSE OF CHAIN LINK FENCE ALONG NORTHERN PROPERTY LINE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING OF STREETS CAUSED BY ASSOCIATED CONSTRUCTION AT CLOSE OF EACH WORK DAY.

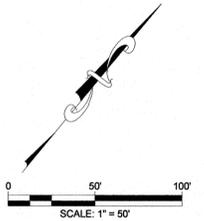
SUBMITTED:	DESIGNED BY: KLW
SCALE: 1"=50'	DRAWN BY: KLW
DATE: MARCH 2017	SHEET No.: 4 OF 20
SURVEY BY: CFA	DWG. NO.:
F B NO.:	

1512-004-01 ~ GALVESTON COUNTY 64 ACRE PARK ACCESS ROAD

BENCH MARK

PROJECT BENCHMARK: HGCSO MONUMENT NO. 55
 NATIONAL GEODETIC SURVEY (NGS) HEIGHT MODERNIZATION SURVEY STATION AW5666. STEEL ROD WITH PUNCH MARK IN A PVC CASING WITH CAP STAMPED "HGCSO 55 1986". LOCATED AT BAYSHORE PARK IN BAGLUFF, TEXAS. STATION IS LOCATED +/- 450 FEET NWLY OF FM 646 (EAST BAY SHORE DRIVE) AND +/- 100 FEET NE'LY OF PARK ROAD. LOCATED ACROSS THE STREET FROM THE BASEBALL FIELD ALONG A PEDESTRIAN WALKWAY.
 ELEVATION: 12.56' (NAD88, 2001 ADJ., ORTHOMETRIC HEIGHT)

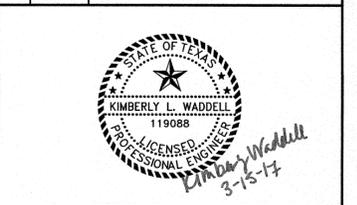
TEMPORARY BENCHMARK "2682-4-1"
 SET RAILROAD SPIKE IN WESTERLY SIDE OF POWER POLE WITH THREE GUY WIRES LOCATED ON SWLY SIDE OF 10TH STREET +/- 450 FEET SE'LY OF INTERSECTION 10TH STREET AND AVENUE E.
 ELEVATION: 15.88' (NAD88, 2011 ADJ., ORTHOMETRIC HEIGHT)



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINATION FACTOR OF 0.999871120.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE BEARING OF NORTH 50°14' EAST FOR THE NORTHWESTERLY SURVEY LINE OF THE ANTHONY HATCH SURVEY, ABSTRACT NUMBER 88, AS SHOWN ON THE FINAL PLAT OF EDGEWATER PARK SECTION ONE, A SUBDIVISION OF RECORD, RECORDED IN VOLUME 2006A, PAGE 166, GALVESTON COUNTY MAP RECORDS, TEXAS.
3. ELEVATIONS DERIVED BY CLOSED LEVEL LOOPS FROM THE ORTHOMETRIC-DERIVED ELEVATION TIED TO THE PUBLISHED BENCHMARK AND TEMPORARY BENCHMARK DESCRIBED BELOW.

No.	DATE	REVISION



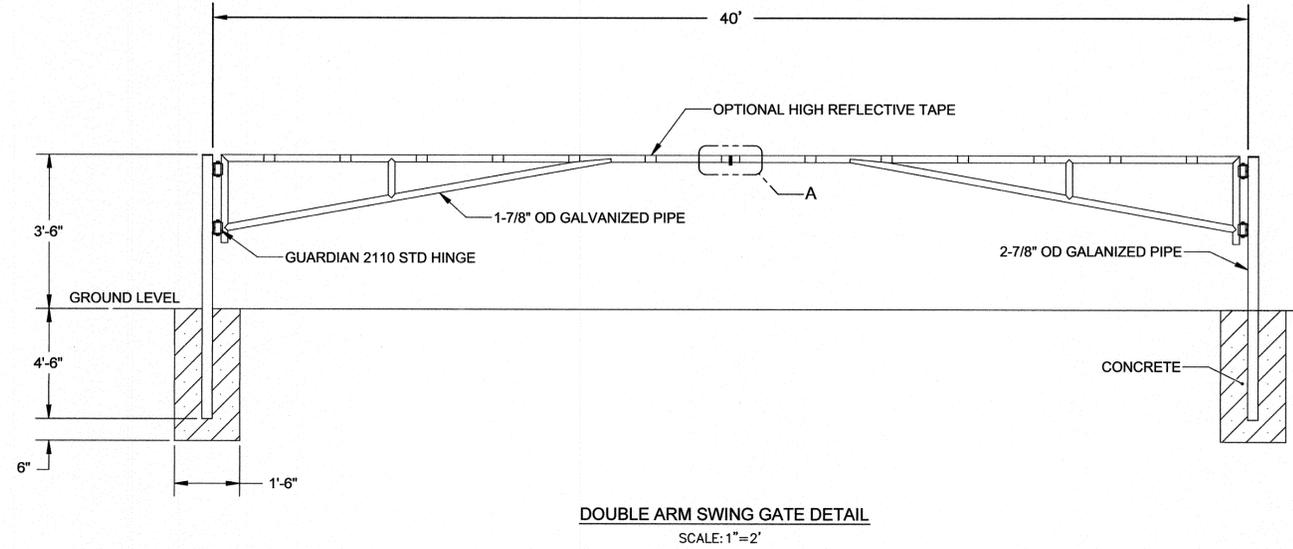
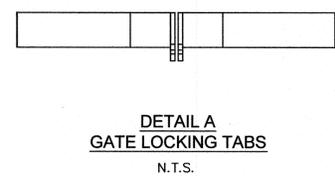
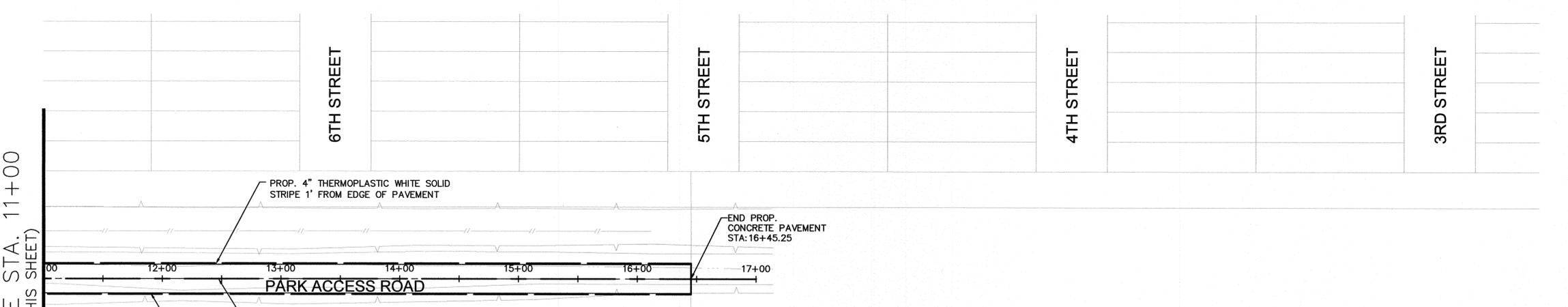
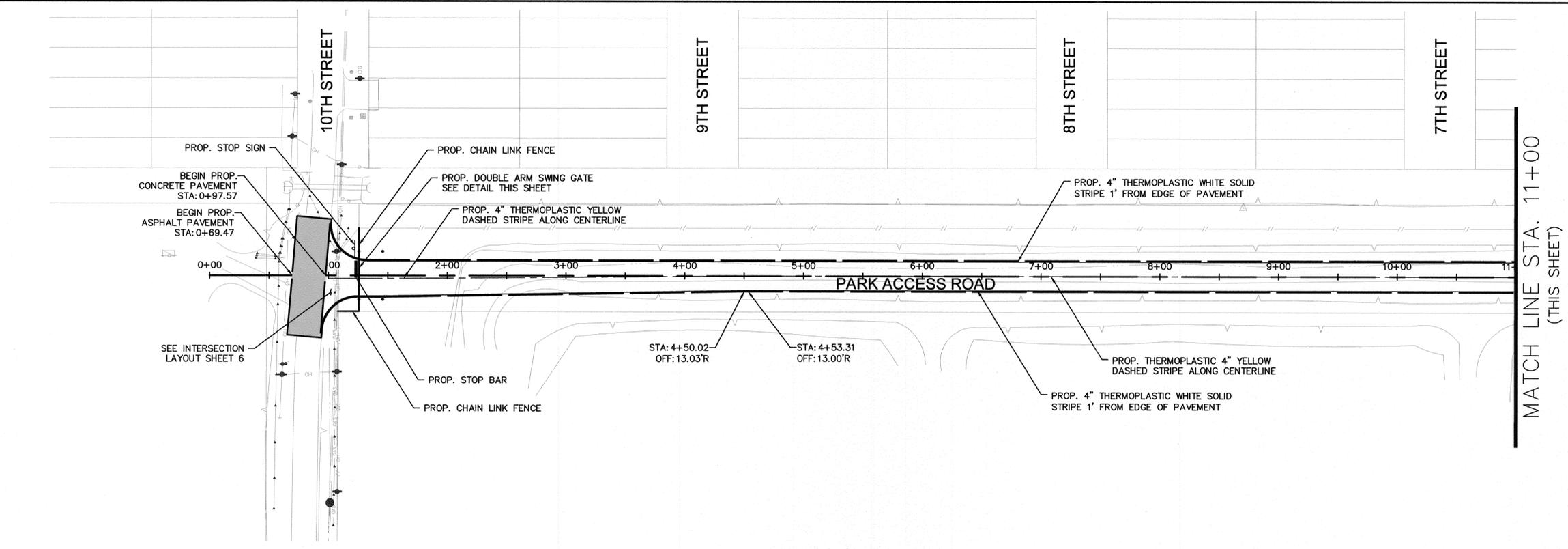
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 www.cobbhendley.com

64 ACRE PARK ACCESS ROAD

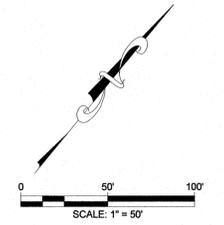
GEOMETRIC LAYOUT & STRIPING PLAN

SUBMITTED:	DESIGNED BY: KLV
SCALE: 1"=50'	DRAWN BY: KLV
DATE: MARCH 2017	SHEET No.: 5 OF 20
SURVEY BY: CFA	DWG. NO.:
F B NO.:	

1512-004-01 - GALVESTON COUNTY 64 ACRE PARK ACCESS ROAD



BENCH MARK
 PROJECT BENCHMARK: HGCSO MONUMENT NO. 55
 NATIONAL GEODETIC SURVEY (NGS) HEIGHT MODERNIZATION SURVEY STATION AWS666. STEEL ROD WITH PUNCH MARK IN A PVC CASING WITH CAP STAMPED "HGCSO 55 1986". LOCATED AT BAYSHORE PARK IN BAGLIFF, TEXAS. STATION IS LOCATED +/- 450 FEET NWLY OF FM 646 (EAST BAY SHORE DRIVE) AND +/- 100 FEET NE'LY OF PARK ROAD. LOCATED ACROSS THE STREET FROM THE BASEBALL FIELD ALONG A PEDESTRIAN WALKWAY. ELEVATION: 12.56' (NAD88, 2001 ADJ., ORTHOMETRIC HEIGHT)
 TEMPORARY BENCHMARK "2682-4-1"
 SET RAILROAD SPIKE IN WESTERLY SIDE OF POWER POLE WITH THREE GUY WIRES LOCATED ON SWLY SIDE OF 10TH STREET +/- 450 FEET SE'LY OF INTERSECTION 10TH STREET AND AVENUE E. ELEVATION: 15.88' (NAD88, 2011 ADJ., ORTHOMETRIC HEIGHT)



- NOTES:**
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINATION FACTOR OF 0.999871120.
 - THE BASIS OF BEARINGS FOR THIS SURVEY IS THE BEARING OF NORTH 50°1'46" EAST FOR THE NORTHWESTERLY SURVEY LINE OF THE ANTHONY HATCH SURVEY, ABSTRACT NUMBER 88, AS SHOWN ON THE FINAL PLAT OF EDGEWATER PARK SECTION ONE, A SUBDIVISION OF RECORD, RECORDED IN VOLUME 2006A, PAGE 166, GALVESTON COUNTY MAP RECORDS, TEXAS.
 - ELEVATIONS DERIVED BY CLOSED LEVEL LOOPS FROM THE ORTHOMETRIC-DERIVED ELEVATION TIED TO THE PUBLISHED BENCHMARK AND TEMPORARY BENCHMARK DESCRIBED BELOW.

No.	DATE	REVISION

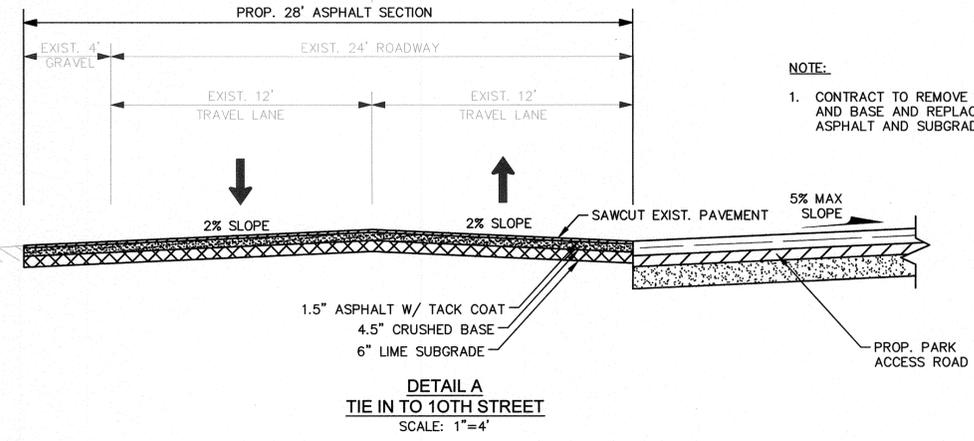
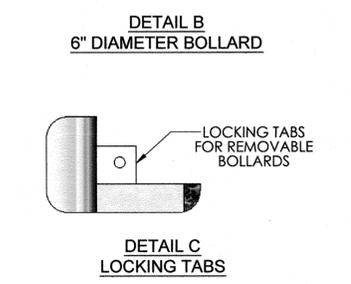
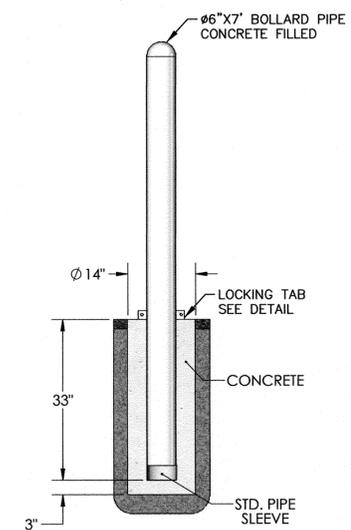
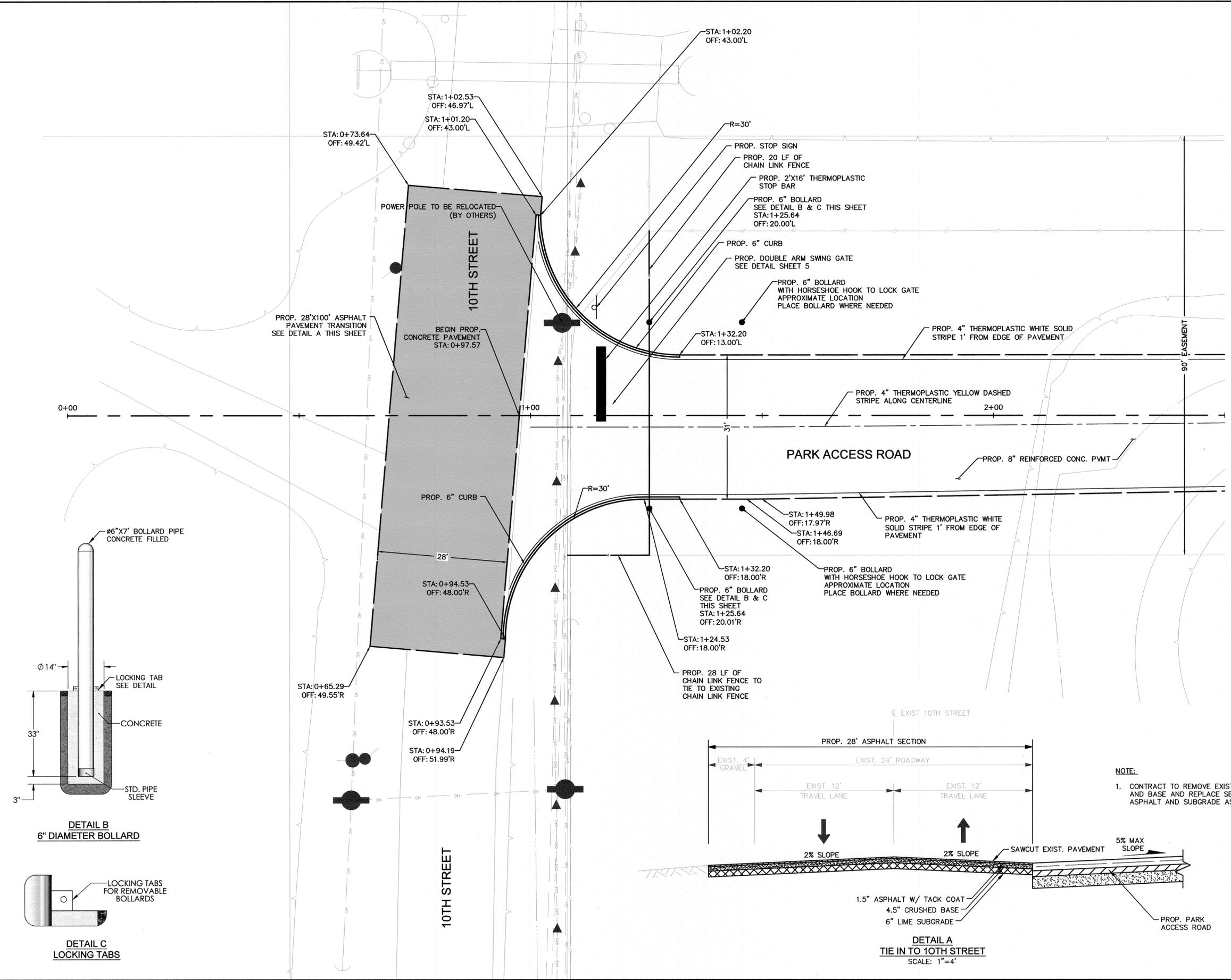


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64 ACRE PARK ACCESS ROAD

**INTERSECTION LAYOUT
 - 10TH STREET &
 PARK ACCESS ROAD**

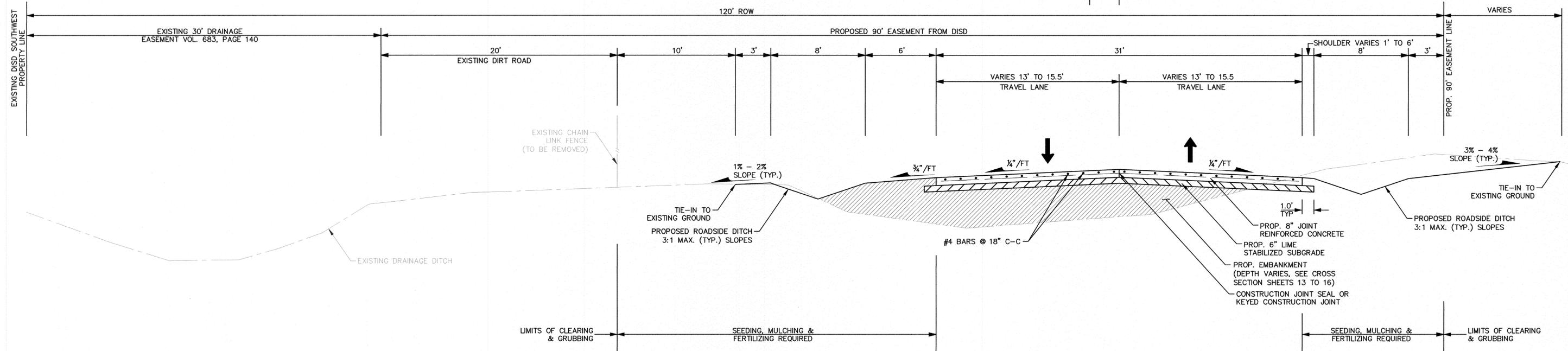
SUBMITTED:	DESIGNED BY: KIW
SCALE: 1"=50'	DRAWN BY: KIW
DATE: MARCH 2017	SHEET No.: 6 OF 20
SURVEY BY: CFA	DWG. NO.:
F B NO.:	



NOTE:
 1. CONTRACT TO REMOVE EXIST. ASPHALT AND BASE AND REPLACE SECTION WITH ASPHALT AND SUBGRADE AS SHOWN

1512-004-01 - GALVESTON COUNTY 64 ACRE PARK ACCESS ROAD

☉ PROPOSED 64 ACRE PARK ACCESS ROAD
ALIGNMENT VARIES WITH ☉ 0' TO 2.5'
STA. 1+00.00 TO STA. 4+53.31



TYPICAL SECTION
STA 1+00 TO STA 4+53.31

No.	DATE	REVISION

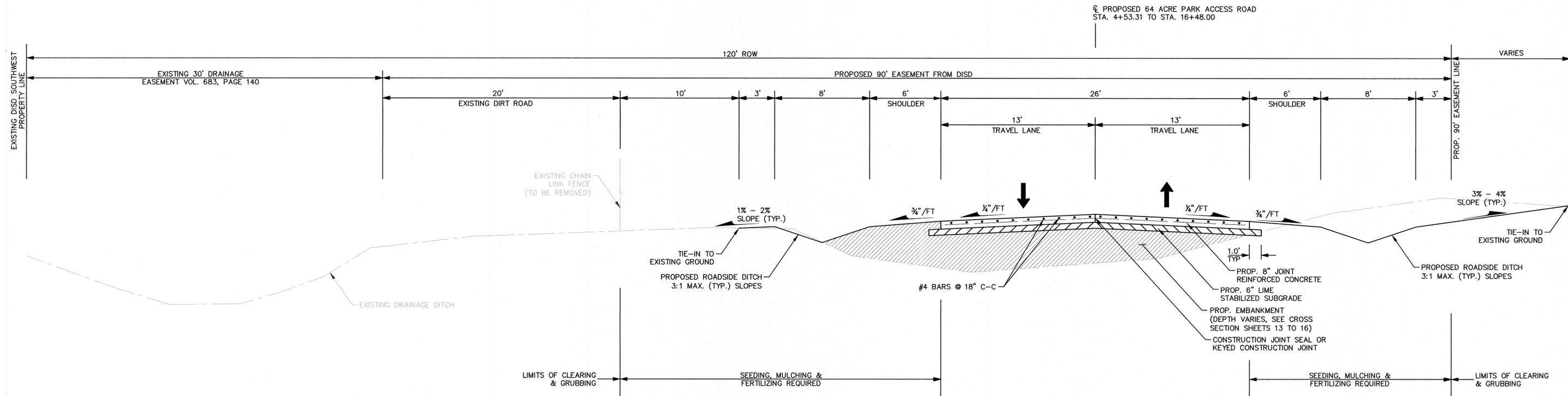


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64 ACRE PARK ACCESS ROAD

TYPICAL SECTIONS
(1 OF 2)

SUBMITTED:	DESIGNED BY: K LW
SCALE: 1"=4'	DRAWN BY: K LW
DATE: MARCH 2017	SHEET No.: 7 OF 20
SURVEY BY: CFA	DWG. NO:
F. B. NO:	



**TYPICAL SECTION
STA 4+53.31 TO STA 16+48.00**

No.	DATE	REVISION

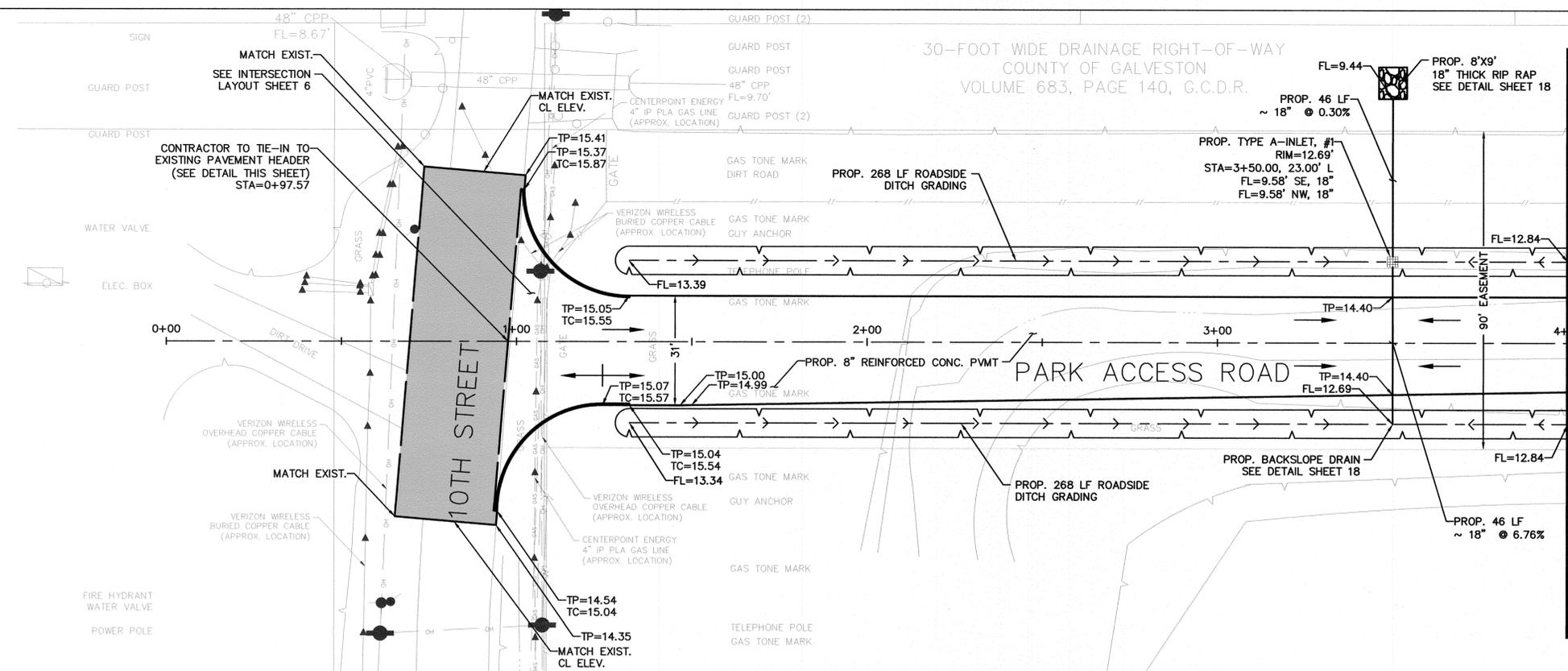
GALVESTON COUNTY, TEXAS

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Texas Registration No. 274
1920 Country Place Parkway, Suite 310
Pearland, Texas 77584
281.334.2935 | fax 281.334.2937
www.cobbhendley.com

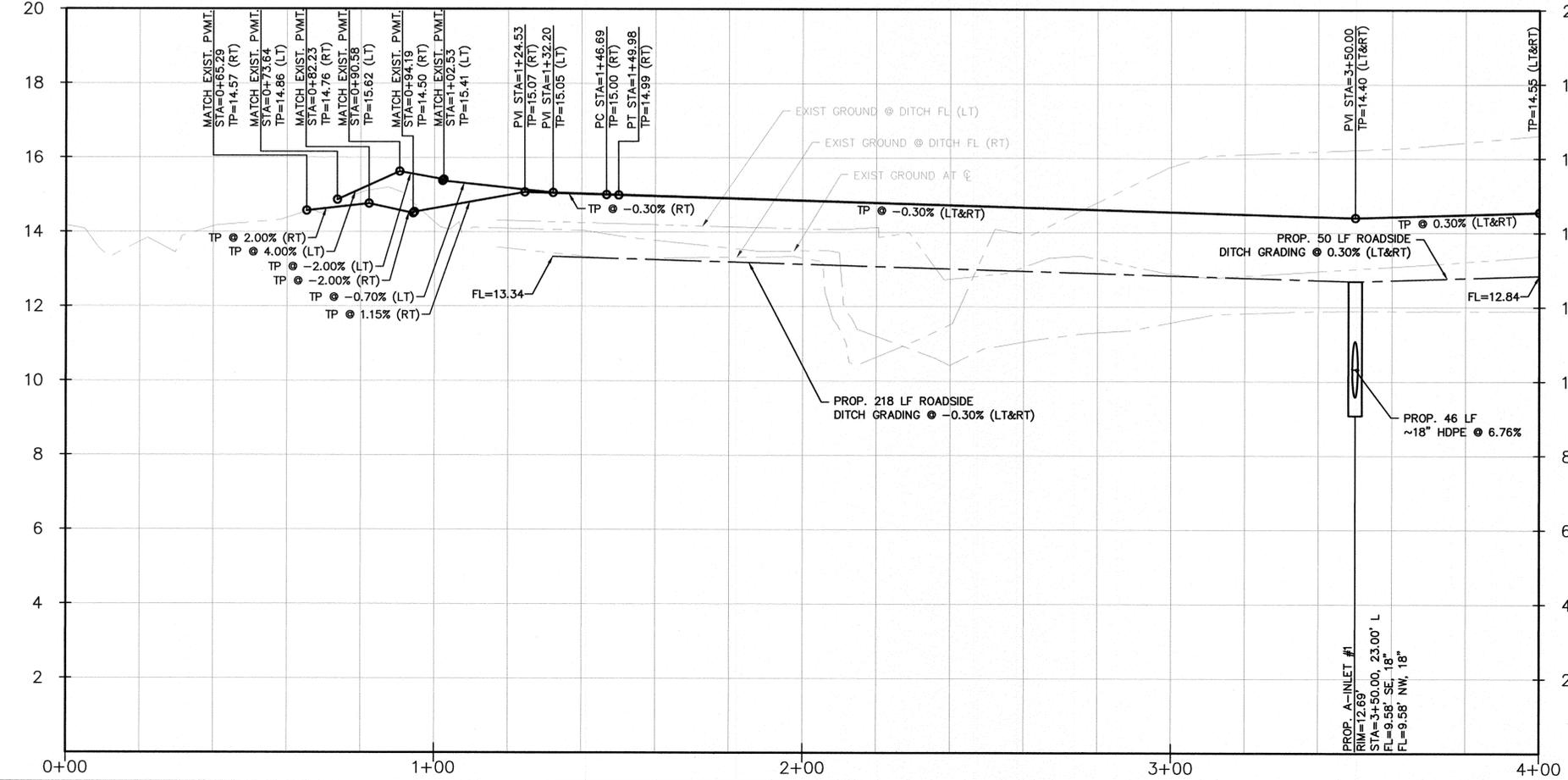
64 ACRE PARK ACCESS ROAD

TYPICAL SECTIONS
(2 OF 2)

SUBMITTED:	DESIGNED BY: KLV
SCALE: 1"=4'	DRAWN BY: KLV
DATE: MARCH 2017	SHEET No.: 8 OF 20
SURVEY BY: CFA	DWG. NO.:
F B NO.:	



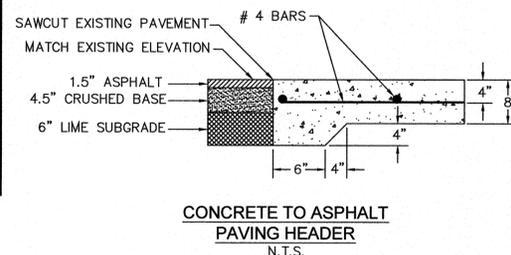
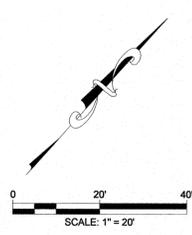
PARK ACCESS ROAD



MATCH LINE STA. 4+00
SEE SHEET 10

LEGEND

- ← SHEET FLOW DIRECTION
- TOP OF BANK
- - - FLOW LINE
- CHAIN LINK FENCE



BENCH MARK
PROJECT BENCHMARK: HGCSO MONUMENT NO. 55
NATIONAL GEODETIC SURVEY (NGS) HEIGHT MODERNIZATION
SURVEY STATION AW5666. STEEL ROD WITH PUNCH MARK IN
A PVC CASING WITH CAP STAMPED "HGCSO 55 1986".
LOCATED AT BAYSHORE PARK IN BAGCLIFF, TEXAS.
STATION IS LOCATED +/- 450 FEET NWLY OF FM 646
(EAST BAY SHORE DRIVE) AND +/- 100 FEET NELY OF
PARK ROAD. LOCATED ACROSS THE STREET FROM THE
BASEBALL FIELD ALONG A PEDESTRIAN WALKWAY.
ELEVATION: 12.56' (NAD83, 2001 ADJ., ORTHOMETRIC HEIGHT)

TEMPORARY BENCH MARK "2682-4-1"
SET RAILROAD SPIKE IN WESTERLY SIDE OF POWER POLE
WITH THREE GUY WIRES LOCATED ON SWLY SIDE OF 10TH
STREET +/- 450 FEET SELY OF INTERSECTION 10TH STREET
AND AVENUE E.
ELEVATION: 15.88' (NAD83, 2011 ADJ., ORTHOMETRIC HEIGHT)

- CONSTRUCTION NOTES:**
- ALL ROADWAY DIMENSIONS ARE MEASURED TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED ON PLANS.
 - CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED,
CALL CENTERPOINT ENERGY AT 713-207-2222.

NOTICE:
For your safety, you are required by Texas Law to call 811 at least
48 hours before you dig so that underground lines can be marked.
This Verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITY LINES

M. Wall Date 3-15-17
CenterPoint Energy/Natural Gas Facilities Verification ONLY.
(This signature verifies that you have shown CPE/Natural Gas lines
correctly—not to be used for conflict verification.)
(Gas service lines are not shown.)
Signature Valid for six months.

M. Wall Date 3-15-17
CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY.
(This signature verifies existing underground facilities – not to be used
for conflict verification.)
Signature Valid for six months.

F. Crocker Date 3/15/17
Approved for Verification of underground conduit facilities ONLY.
Signature Valid for one year.

No.	DATE	REVISION

**GALVESTON
COUNTY,
TEXAS**

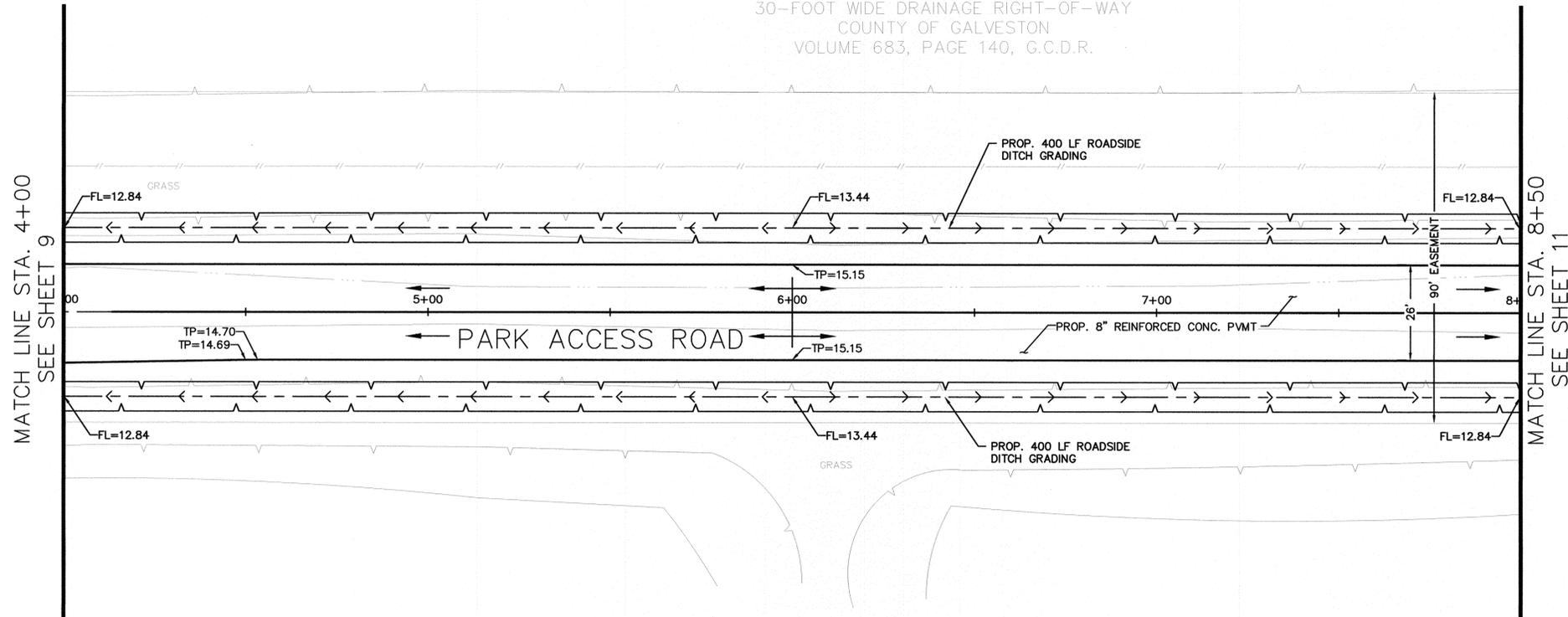
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Texas Registration No. 274
1920 Country Place Parkway, Suite 310
Pearland, Texas 77584
281.334.2935 | fax 281.334.2937
www.cobbfendley.com

**64 ACRE PARK ACCESS
ROAD**

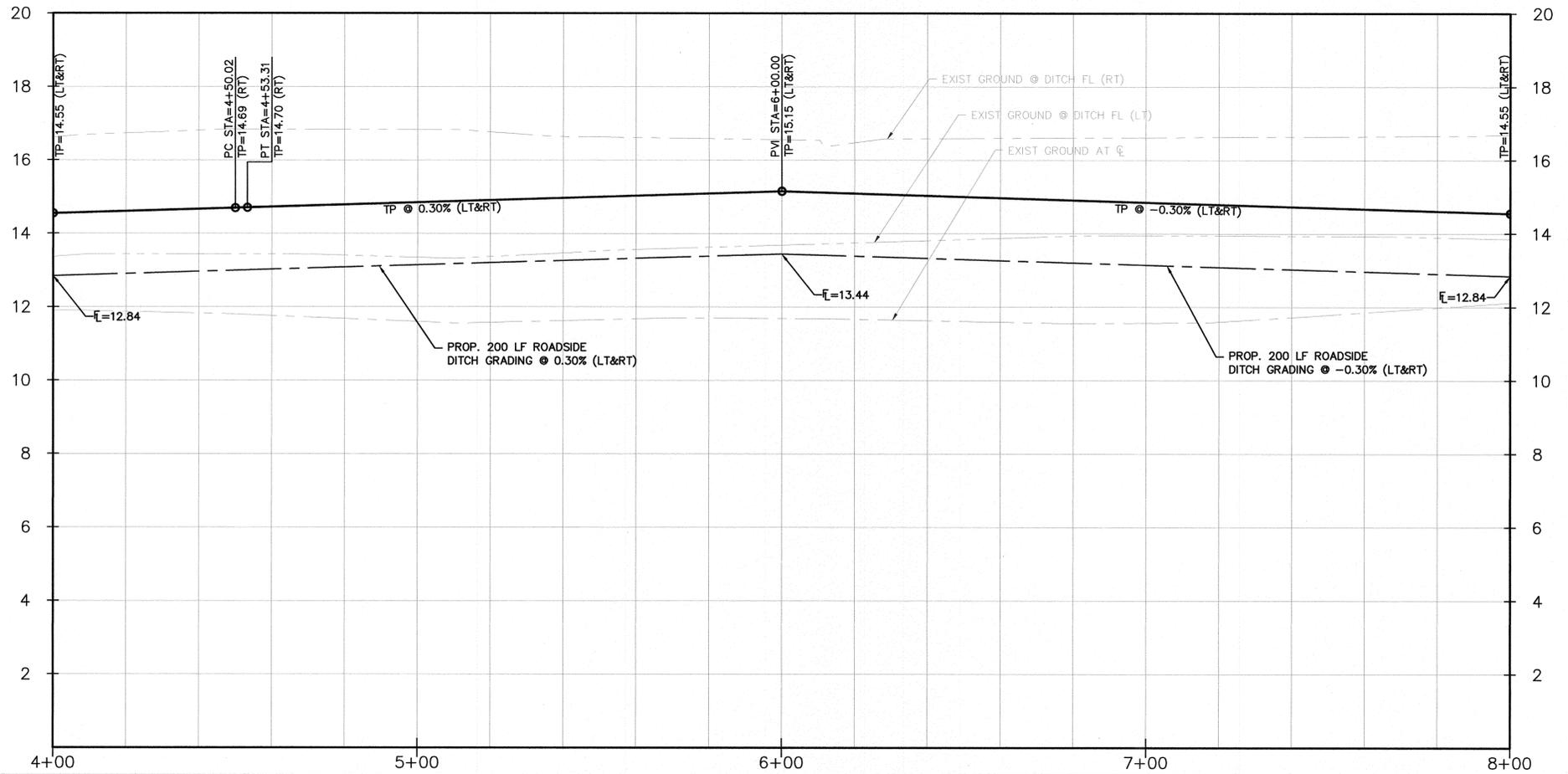
PLAN & PROFILE STA.
0+00 TO STA. 4+00

SUBMITTED:	DESIGNED BY: KLV
SCALE: 1"=20'H 1"=2'V	DRAWN BY: KLV
DATE: MARCH 2017	SHEET No.: 9 OF 20
SURVEY BY: CFA	DWG. NO.:
F B NO.:	

30-FOOT WIDE DRAINAGE RIGHT-OF-WAY
 COUNTY OF GALVESTON
 VOLUME 683, PAGE 140, G.C.D.R.

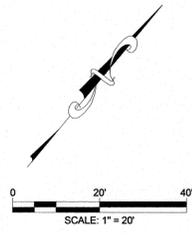


PARK ACCESS ROAD



LEGEND

- ← SHEET FLOW DIRECTION
- ▲— TOP OF BANK
- >— FLOW LINE
- |— CHAIN LINK FENCE



BENCH MARK

PROJECT BENCHMARK: HGCSO MONUMENT NO. 55
 NATIONAL GEODETIC SURVEY (NGS) HEIGHT MODERNIZATION
 SURVEY STATION AW5666. STEEL ROD WITH PUNCH MARK IN
 A PVC CASING WITH CAP STAMPED "HGCSO 55 1986".
 LOCATED AT BAYSHORE PARK IN BAGCLIFF, TEXAS.
 STATION IS LOCATED +/- 450 FEET NWLY OF FM 646
 (EAST BAY SHORE DRIVE) AND +/- 100 FEET N'LY OF
 PARK ROAD. LOCATED ACROSS THE STREET FROM THE
 BASEBALL FIELD ALONG A PEDESTRIAN WALKWAY.
 ELEVATION: 12.56' (NAD83, 2001 ADJ., ORTHOMETRIC HEIGHT)

TEMPORARY BENCHMARK "2682-4-1"
 SET RAILROAD SPIKE IN WESTERLY SIDE OF POWER POLE
 WITH THREE GUY WIRES LOCATED ON SWLY SIDE OF 10TH
 STREET +/- 450 FEET SE'LY OF INTERSECTION 10TH STREET
 AND AVENUE E.
 ELEVATION: 15.88' (NAD83, 2011 ADJ., ORTHOMETRIC HEIGHT)

- CONSTRUCTION NOTES:
1. ALL ROADWAY DIMENSIONS ARE MEASURED TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED ON PLANS.
 2. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED,
 CALL CENTERPOINT ENERGY AT 713-207-2222

NOTICE:
 For your safety, you are required by Texas Law to call 811 at least
 48 hours before you dig so that underground lines can be marked.
 This Verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITY LINES

mmol Date 3-15-17
 CenterPoint Energy/Natural Gas Facilities Verification ONLY.
 (This Signature verifies that you have shown CNP Natural Gas lines
 correctly-not to be used for conflict verification.)
 (Gas service lines are not shown.)
 Signature Valid for six months.

mmol Date 3-15-17
 CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY.
 (This signature verifies existing underground facilities - not to be used
 for conflict verification.)
 Signature Valid for six months.

Frantzer Date 3/15/17
 Approved for underground conduit facilities ONLY.
 Signature Valid for one year.

No.	DATE	REVISION

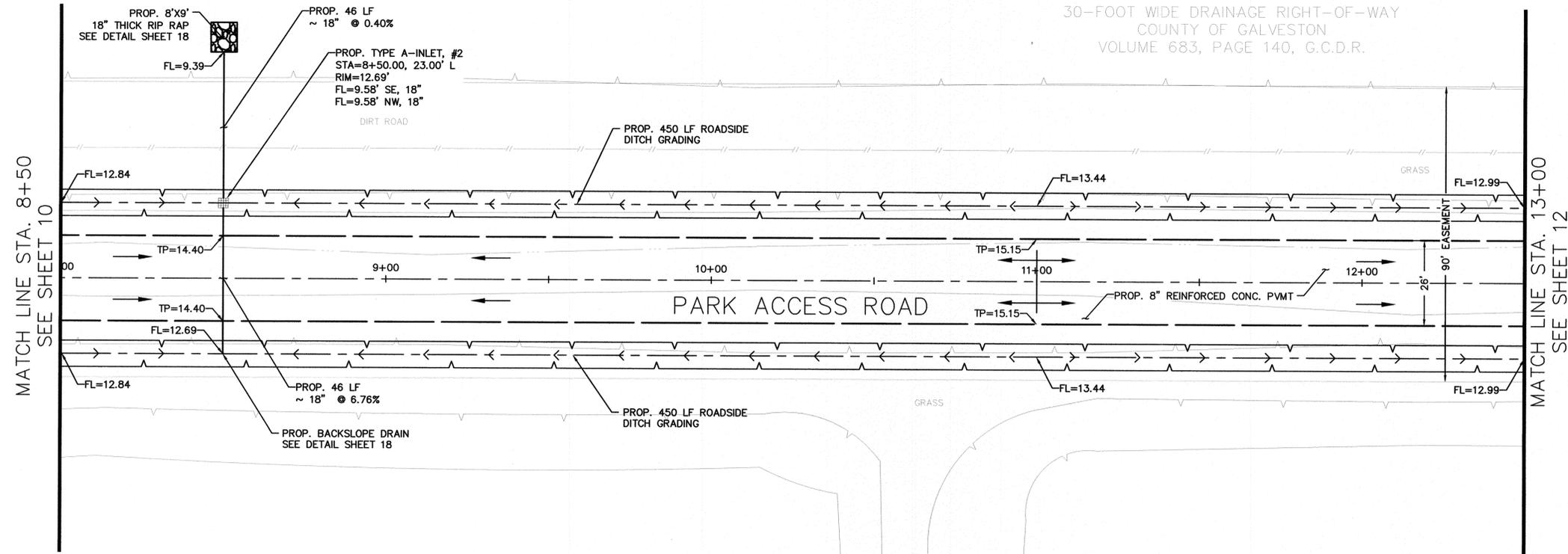
**GALVESTON
 COUNTY,
 TEXAS**

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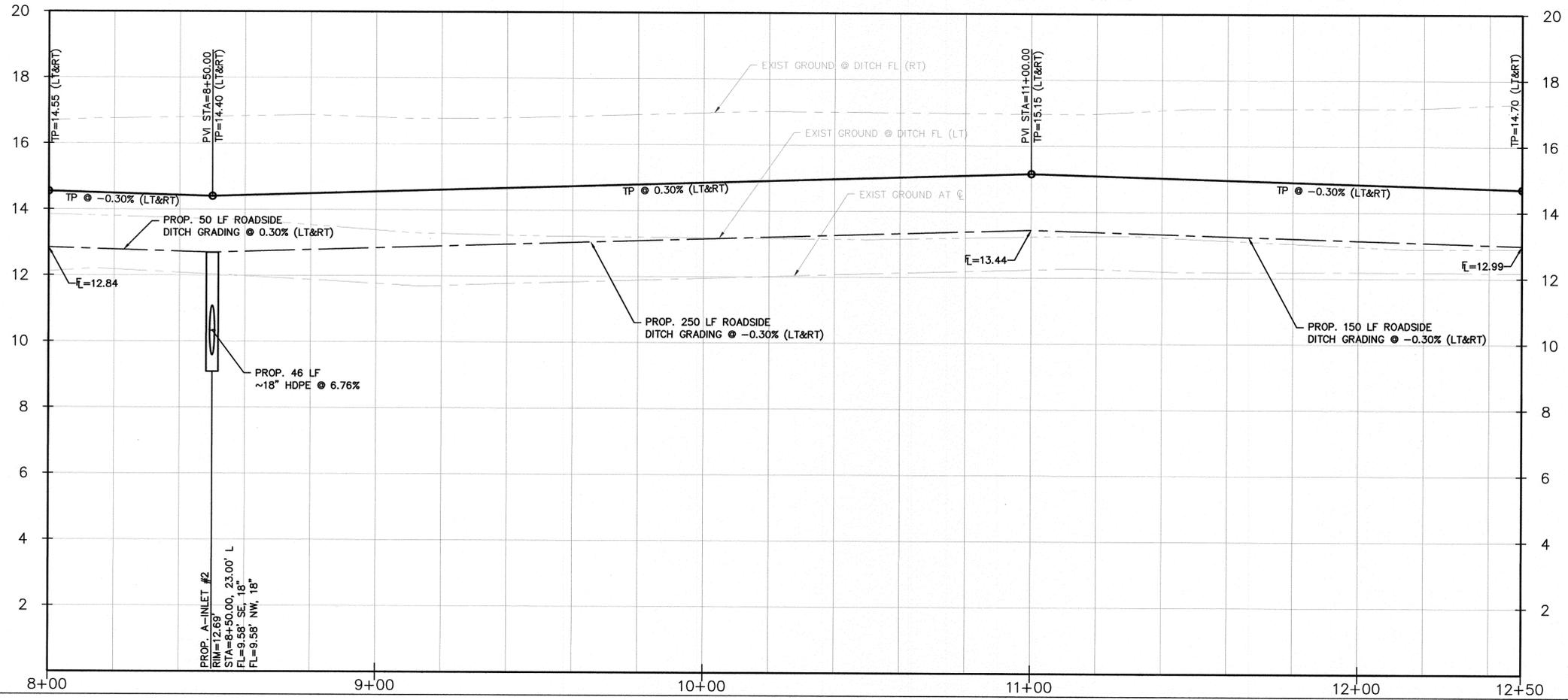
**64 ACRE PARK ACCESS
 ROAD**

PLAN & PROFILE STA.
 4+00 TO STA. 8+00

SUBMITTED: SCALE: 1"=20'H 1"=2'V DATE: MARCH 2017 SURVEY BY: CFA F B NO:	DESIGNED BY: KIW DRAWN BY: KIW SHEET No.: 10 OF 20 DWG. NO:
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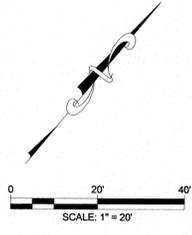


PARK ACCESS ROAD



LEGEND

- ← SHEET FLOW DIRECTION
- TOP OF BANK
- FLOW LINE
- CHAIN LINK FENCE



BENCH MARK

PROJECT BENCHMARK: HGCSO MONUMENT NO. 55
NATIONAL GEODETIC SURVEY (NGS) HEIGHT MODERNIZATION SURVEY STATION AN5666. STEEL ROD WITH PUNCH MARK IN A PVC CASING WITH CAP STAMPED "HGCSO 55 1988". LOCATED AT BAYSHORE PARK IN BAELIFF, TEXAS. STATION IS LOCATED +/- 450 FEET NWLY OF FM 646 (EAST BAY SHORE DRIVE) AND +/- 100 FEET NE'LY OF PARK ROAD. LOCATED ACROSS THE STREET FROM THE BASEBALL FIELD ALONG A PEDESTRIAN WALKWAY. ELEVATION: 12.56' (NAD88, 2001 ADJ., ORTHOMETRIC HEIGHT)

TEMPORARY BENCH MARK "2682-4-1"
 SET RAILROAD SPIKE IN WESTERLY SIDE OF POWER POLE WITH THREE GUY WIRES LOCATED ON SW'LY SIDE OF 10TH STREET +/- 450 FEET SE'LY OF INTERSECTION 10TH STREET AND AVENUE F. ELEVATION: 15.88' (NAD88, 2011 ADJ., ORTHOMETRIC HEIGHT)

- CONSTRUCTION NOTES:**
1. ALL ROADWAY DIMENSIONS ARE MEASURED TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED ON PLANS.
 2. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY AT 713-207-2222.

NOTICE:
 For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig so that underground lines can be marked. This Verification Does not fulfill your obligation to call 811.

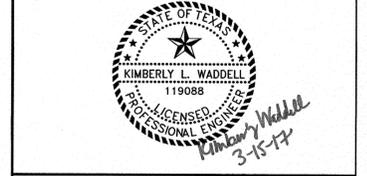
VERIFICATION OF PRIVATE UTILITY LINES

mval Date 3-15-17
 CenterPoint Energy/Natural Gas Facilities Verification ONLY.
 (This signature verifies that you have shown CNP Natural Gas lines correctly-not to be used for conflict verification.)
 (Gas service lines are not shown.)
 Signature Valid for six months.

mval Date 3-15-17
 CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY.
 (This signature verifies existing underground facilities - not to be used for conflict verification.)
 Signature Valid for six months.

Approved for *Frontier* underground conduit facilities ONLY.
 Signature Valid for one year. *Frontier*

No.	DATE	REVISION

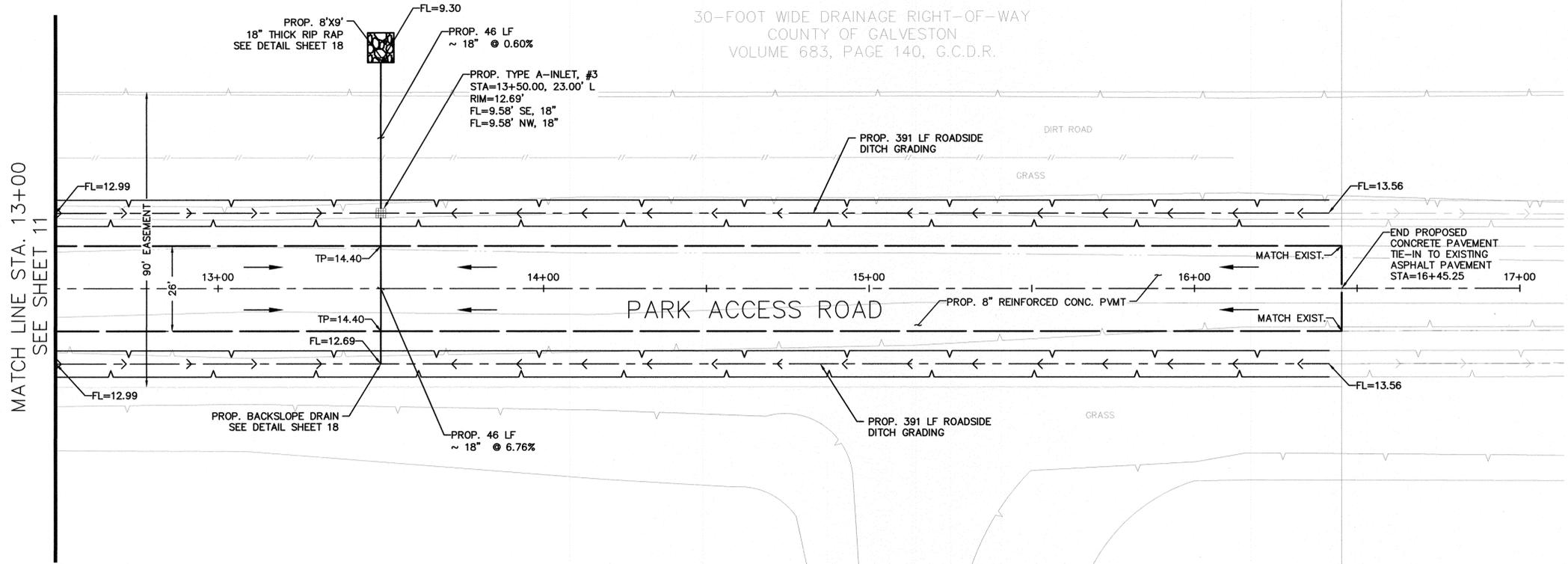


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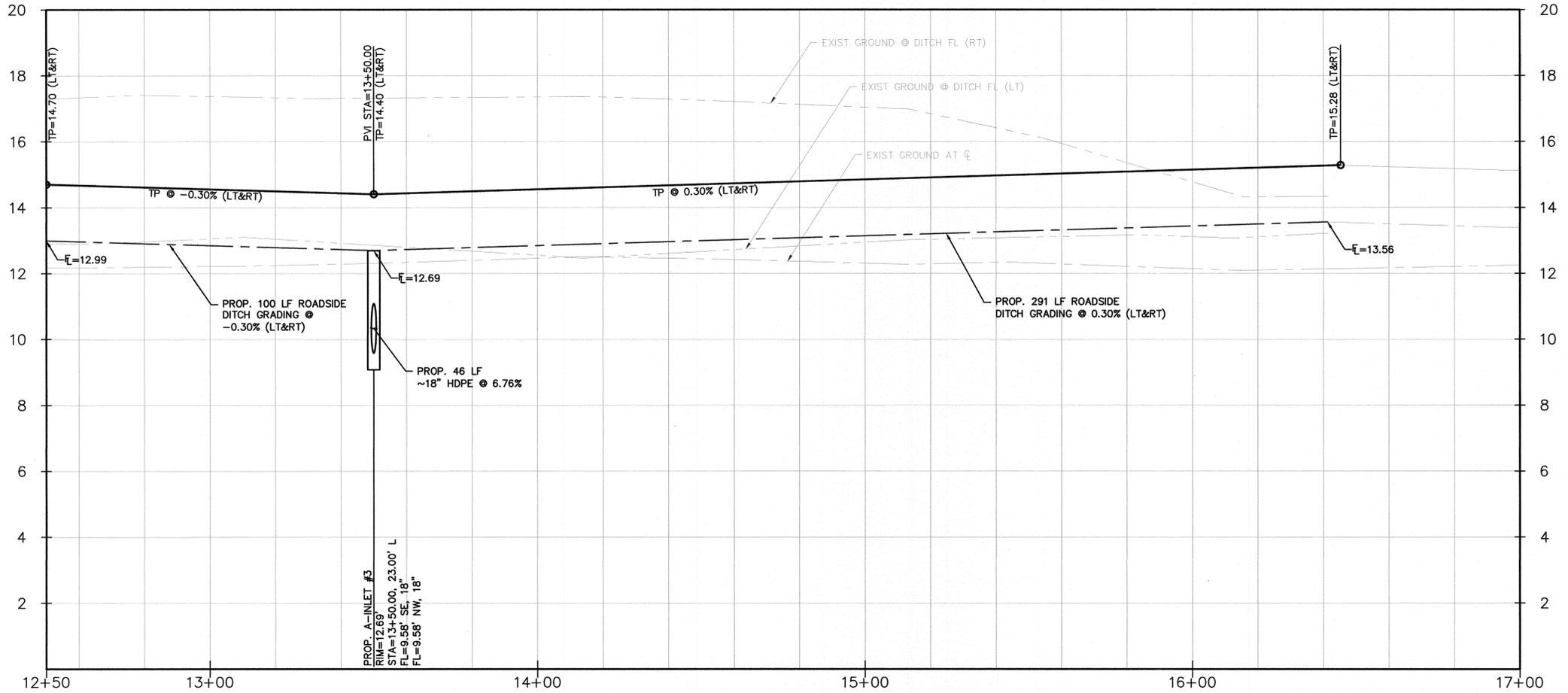
64 ACRE PARK ACCESS ROAD

PLAN & PROFILE STA. 8+00 TO STA. 12+50

SUBMITTED: SCALE: 1"=20'H 1"=2'V DATE: MARCH 2017 SURVEY BY: CFA F B NO:	DESIGNED BY: KLV DRAWN BY: KLV SHEET NO.: 11 OF 20 DWG. NO:
--	--

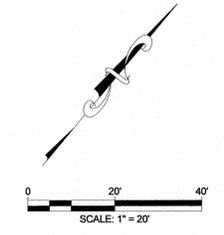


PARK ACCESS ROAD



LEGEND

- ← SHEET FLOW DIRECTION
- TOP OF BANK
- FLOW LINE
- CHAIN LINK FENCE



BENCH MARK

PROJECT BENCHMARK: HGCSO MONUMENT NO. 55
 NATIONAL GEODETIC SURVEY (NGS) HEIGHT MODERNIZATION SURVEY STATION AW5666. STEEL ROD WITH PUNCH MARK IN A PVC CASING WITH CAP STAMPED "HGCSO 55 1986". LOCATED AT BAYSHORE PARK IN BACLIF, TEXAS. STATION IS LOCATED +/- 450 FEET NWLY OF FM 646 (EAST BAY SHORE DRIVE) AND +/- 100 FEET NE'LY OF PARK ROAD. LOCATED ACROSS THE STREET FROM THE BASEBALL FIELD ALONG A PEDESTRIAN WALKWAY.
 ELEVATION: 12.56' (NAD83, 2011 ADJ., ORTHOMETRIC HEIGHT)

TEMPORARY BENCHMARK "2682-4-1"
 SET RAILROAD SPIKE IN WESTERLY SIDE OF POWER POLE WITH THREE GUY WIRES LOCATED ON SW'LY SIDE OF 10TH STREET +/- 450 FEET SE'LY OF INTERSECTION 10TH STREET AND AVENUE E.
 ELEVATION: 15.88' (NAD83, 2011 ADJ., ORTHOMETRIC HEIGHT)

- CONSTRUCTION NOTES:
1. ALL ROADWAY DIMENSIONS ARE MEASURED TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED ON PLANS.
 2. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY AT 713-207-2222.

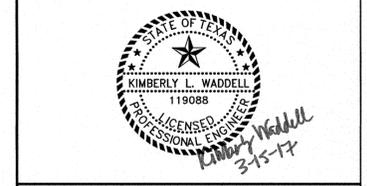
NOTICE:
 For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig so that underground lines can be marked. This Verification Does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITY LINES
 CenterPoint Energy/Natural Gas Facilities Verification ONLY.
 (This Signature verifies that you have shown CNP Natural Gas lines correctly-not to be used for conflict verification.)
 (Gas service lines are not shown.)
 Signature Valid for six months.

CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY.
 (This signature verifies existing underground facilities - not to be used for conflict verification.)
 Signature Valid for six months.

Approved for Frontier underground conduit facilities ONLY.
 Signature Valid for one year.

No.	DATE	REVISION

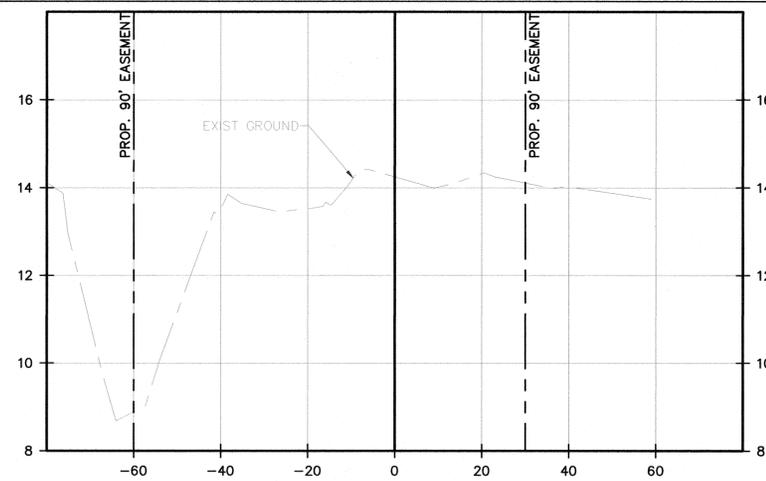


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 Texas Registration No. 274
 1920 Country Place Parkway, Suite 310
 Pearland, Texas 77584
 281.334.2935 | fax 281.334.2937
 www.cobbfendley.com

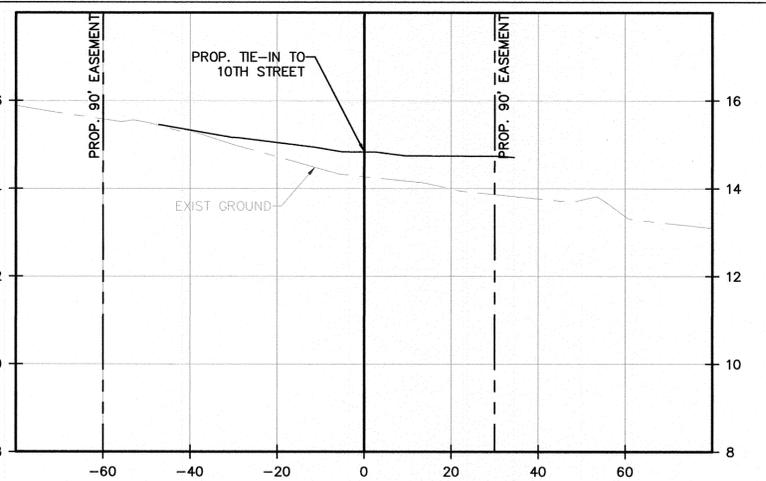
64 ACRE PARK ACCESS ROAD

PLAN & PROFILE STA.
 12+50 TO STA. 17+00

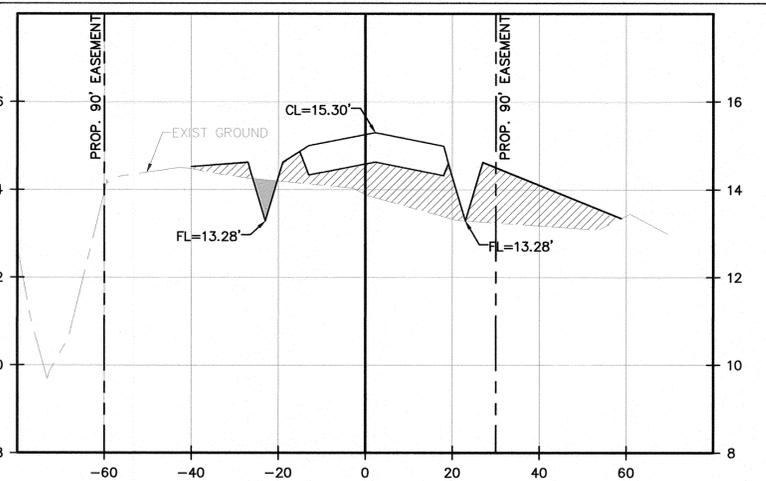
SUBMITTED: SCALE: 1"=20'H 1"=2'V DATE: MARCH 2017 SURVEY BY: CFA F. B. NO.:	DESIGNED BY: KIW DRAWN BY: KIW SHEET No.: 12 OF 20 DWG. NO.:
---	---



0+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	0 CY	0 CY
FILL	0 CY	0 CY



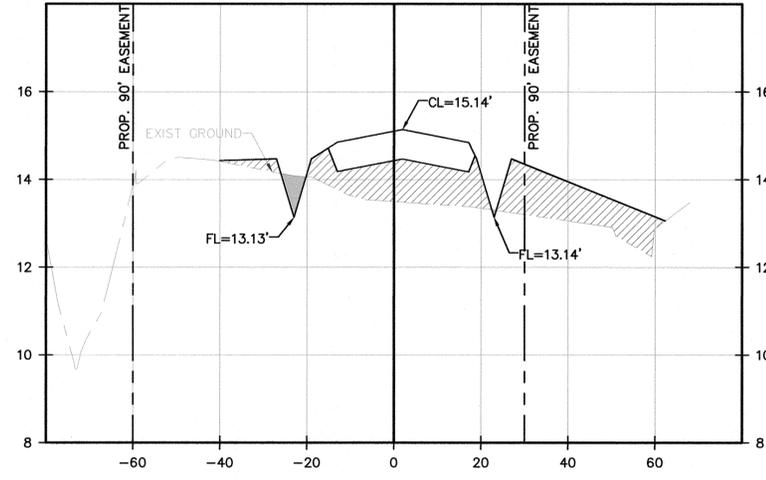
1+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	0 CY	0 CY
FILL	0 CY	0 CY



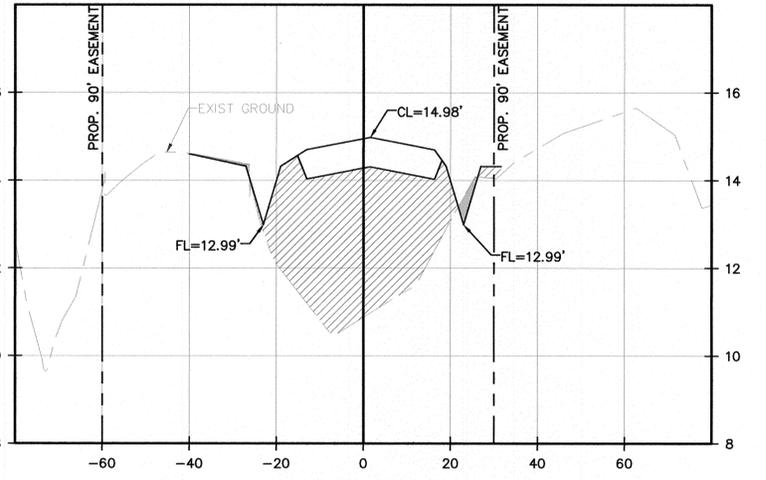
1+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	2 CY	2 CY
FILL	54 CY	54 CY

LEGEND

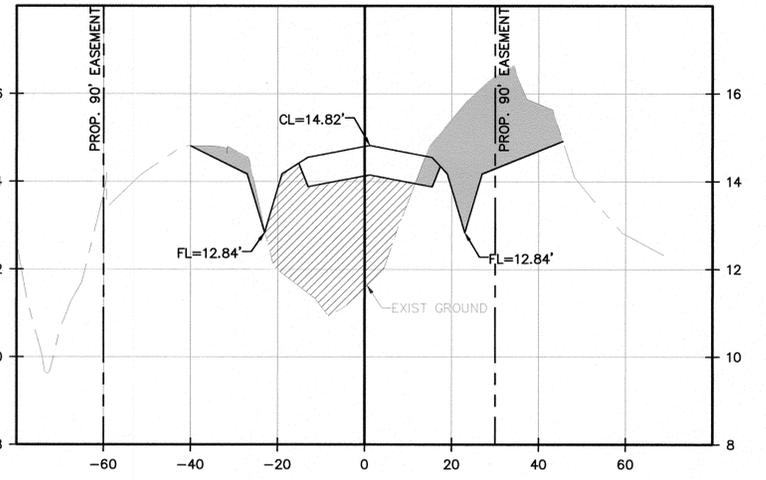
- EXISTING GROUND
- PROPOSED PAVEMENT & PROPOSED GROUND
- CUT
- ▨ FILL



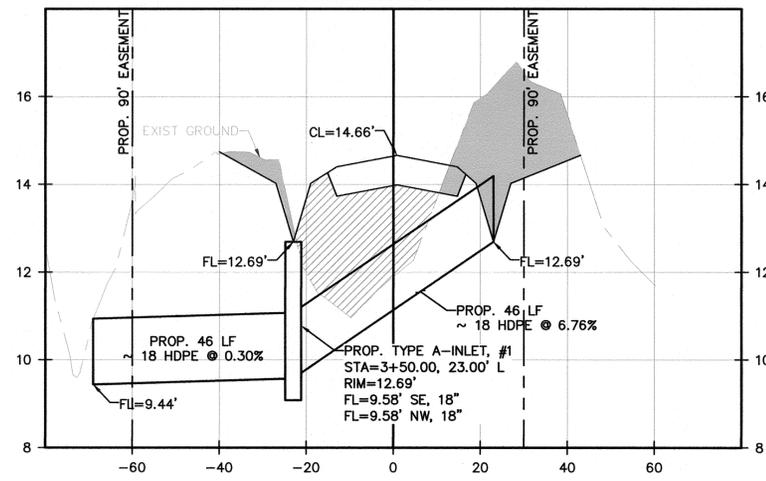
2+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	5 CY	8 CY
FILL	116 CY	171 CY



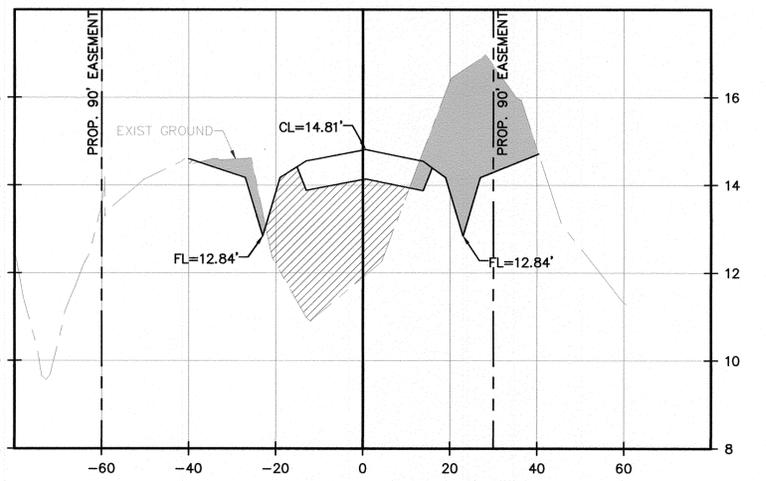
2+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	5 CY	12 CY
FILL	172 CY	343 CY



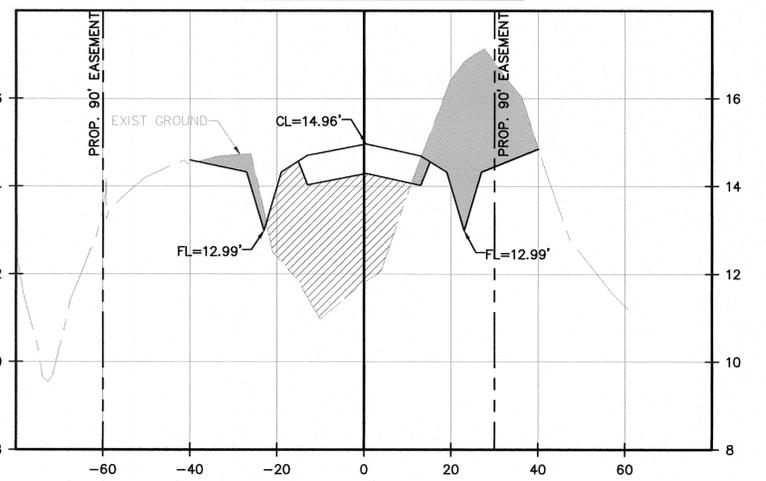
3+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	53 CY	66 CY
FILL	179 CY	522 CY



3+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	112 CY	178 CY
FILL	130 CY	652 CY



4+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	117 CY	294 CY
FILL	126 CY	778 CY



4+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	111 CY	405 CY
FILL	131 CY	908 CY

No.	DATE	REVISION

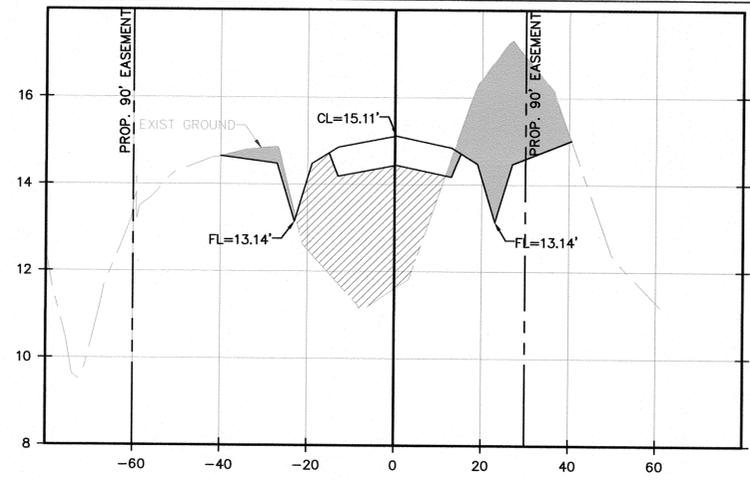


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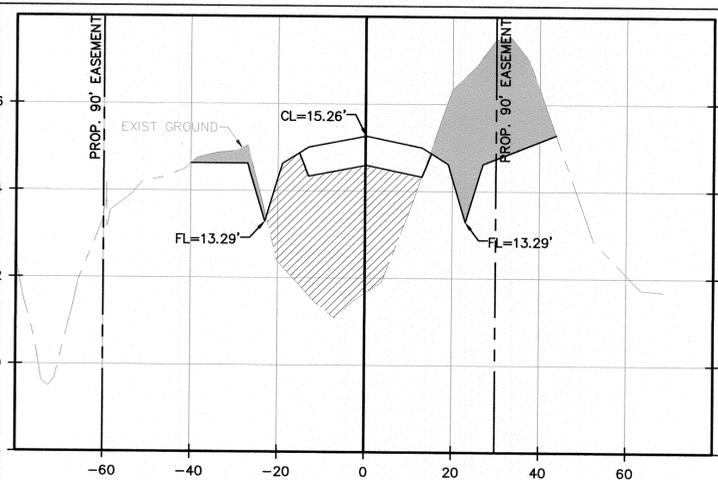
64 ACRE PARK ACCESS ROAD

CROSS SECTIONS STA. 0+50 TO STA. 4+50

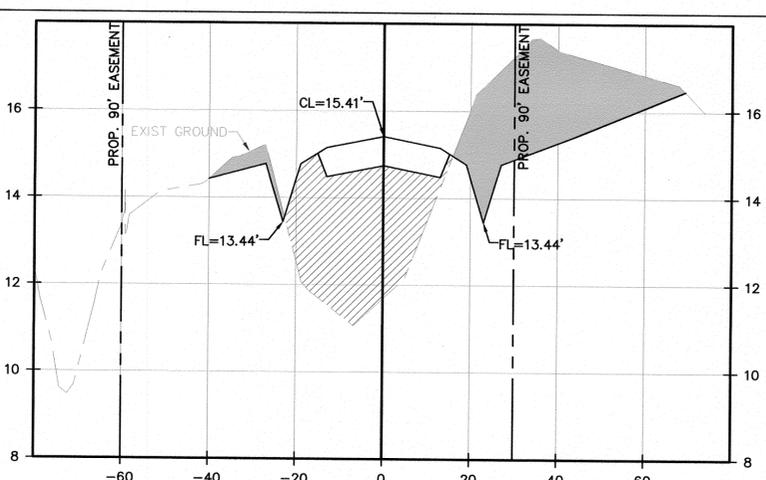
SUBMITTED:	DESIGNED BY: KIW
SCALE: 1"=20'H 1"=2'V	DRAWN BY: KIW
DATE: MARCH 2017	SHEET No.: 13 OF 20
SURVEY BY: CFA	DWG. NO.:
F B NO.:	



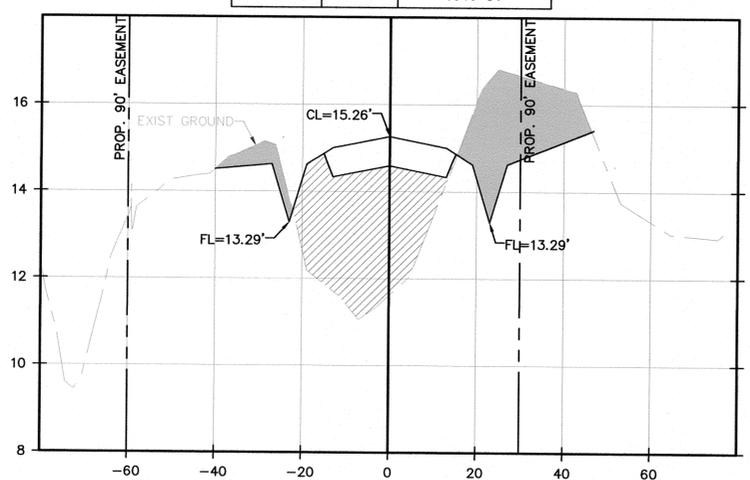
5+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	107 CY	512 CY
FILL	138 CY	1046 CY



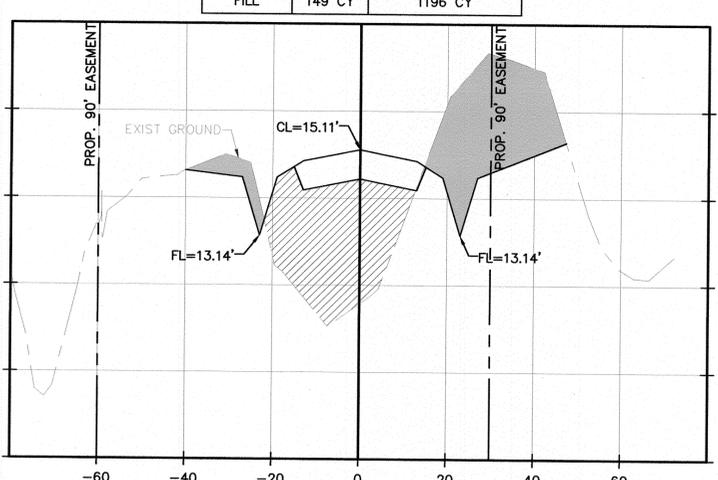
5+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	109 CY	621 CY
FILL	149 CY	1196 CY



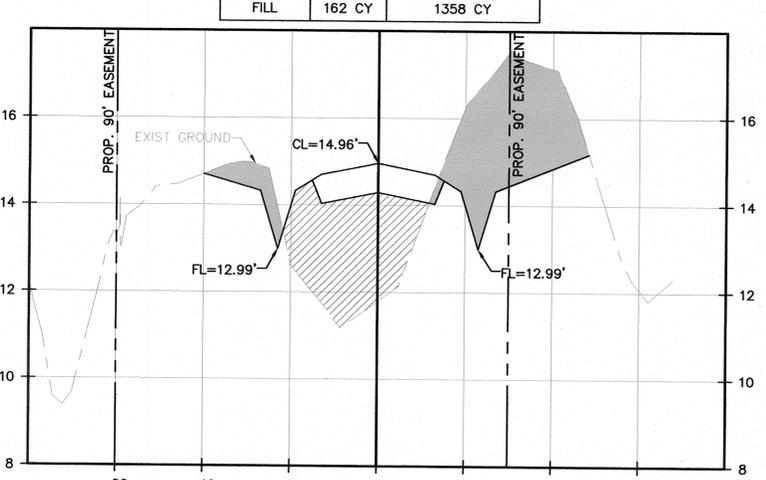
6+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	140 CY	761 CY
FILL	162 CY	1358 CY



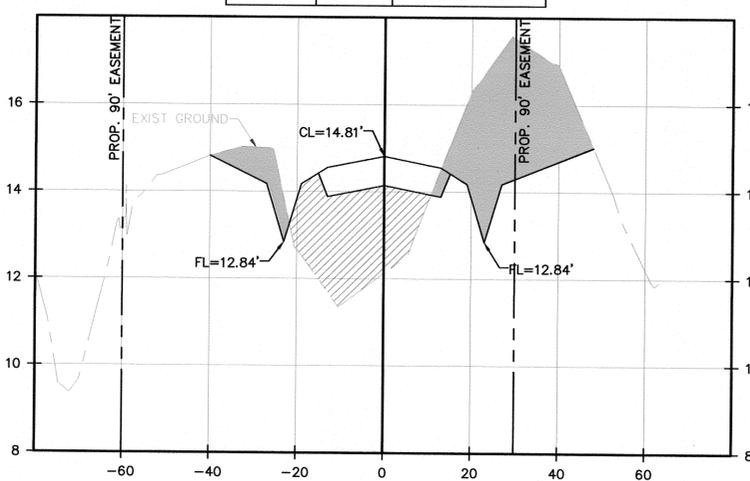
6+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	135 CY	896 CY
FILL	162 CY	1520 CY



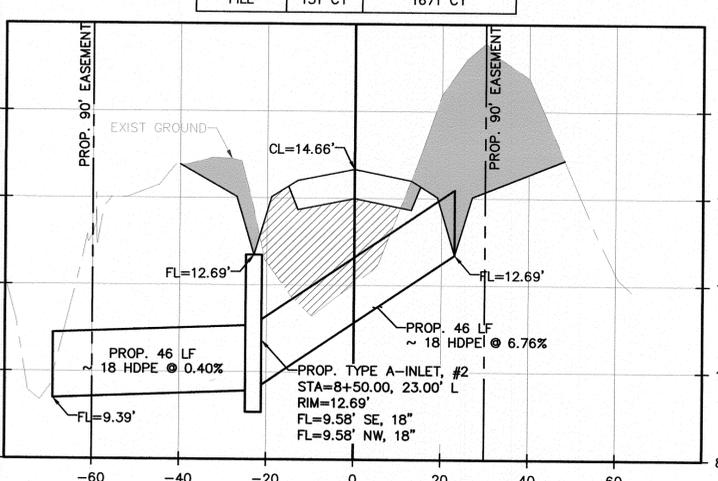
7+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	121 CY	1017 CY
FILL	151 CY	1671 CY



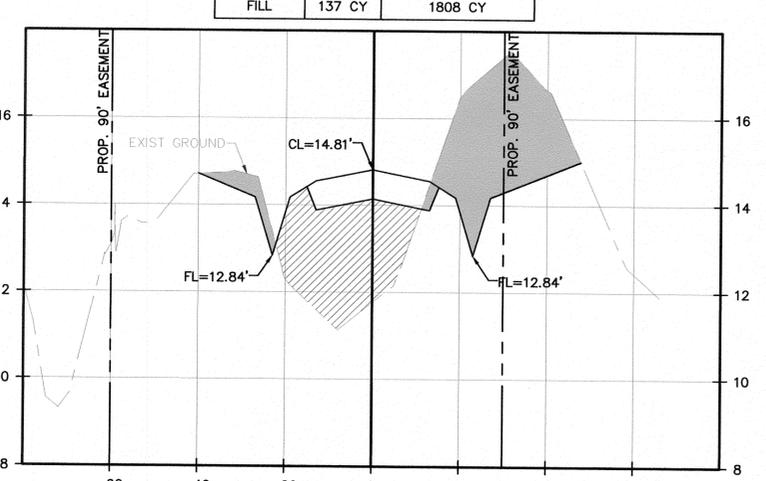
7+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	147 CY	1164 CY
FILL	137 CY	1808 CY



8+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	161 CY	1326 CY
FILL	119 CY	1926 CY



8+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	169 CY	1495 CY
FILL	108 CY	2034 CY

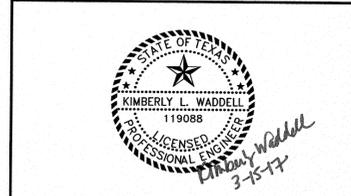


9+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	164 CY	1659 CY
FILL	116 CY	2150 CY

LEGEND

- EXISTING GROUND
- PROPOSED PAVEMENT & PROPOSED GROUND
- CUT
- ▨ FILL

No.	DATE	REVISION

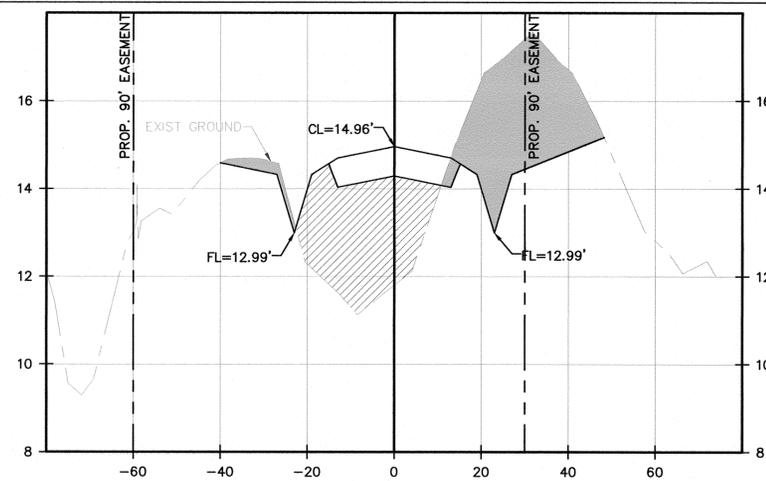


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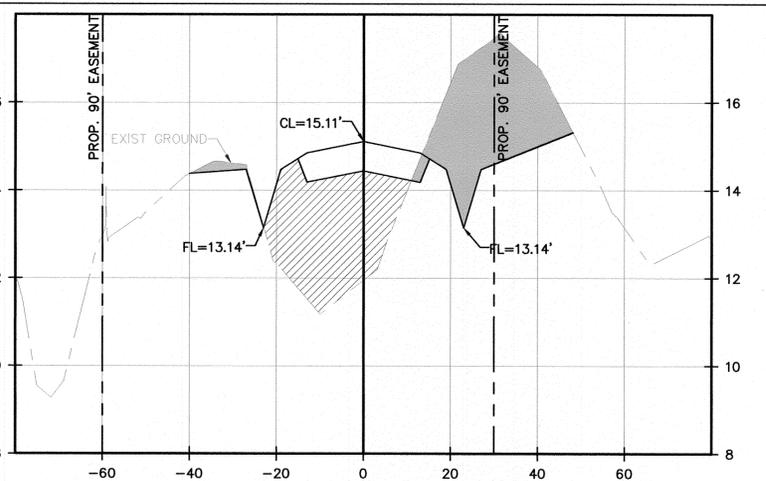
64 ACRE PARK ACCESS ROAD

CROSS SECTIONS STA. 5+00 TO STA. 9+00

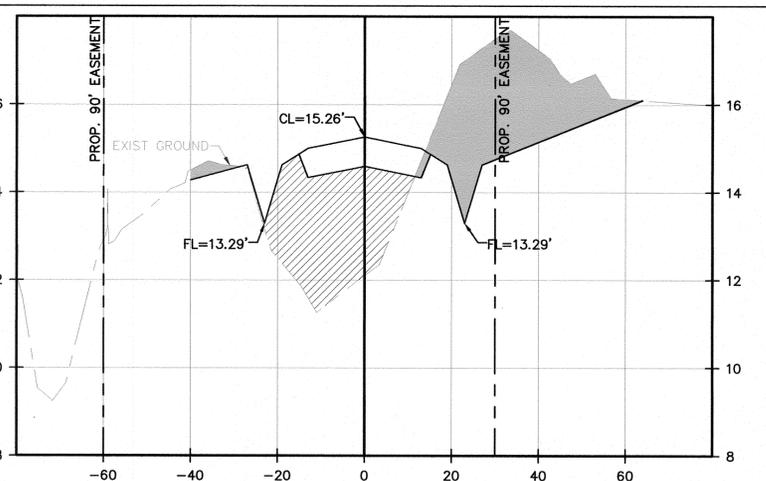
SUBMITTED:	DESIGNED BY: KIW
SCALE: 1"=20'H 1"=2'V	DRAWN BY: KIW
DATE: MARCH 2017	SHEET No.: 14 OF 20
SURVEY BY: CFA	DWG. NO:
F B NO:	



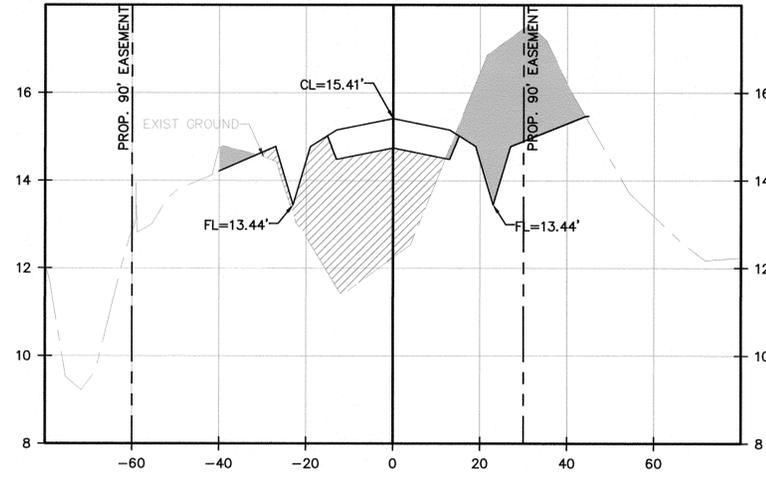
9+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	150 CY	1809 CY
FILL	128 CY	2278 CY



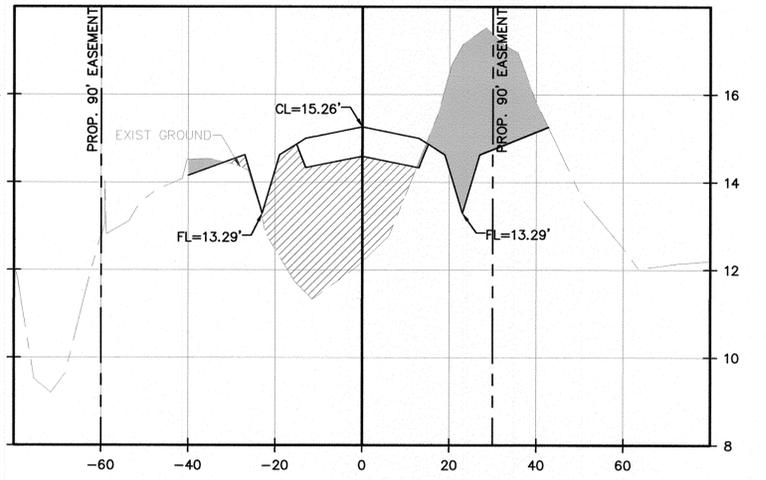
10+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	141 CY	1950 CY
FILL	133 CY	2411 CY



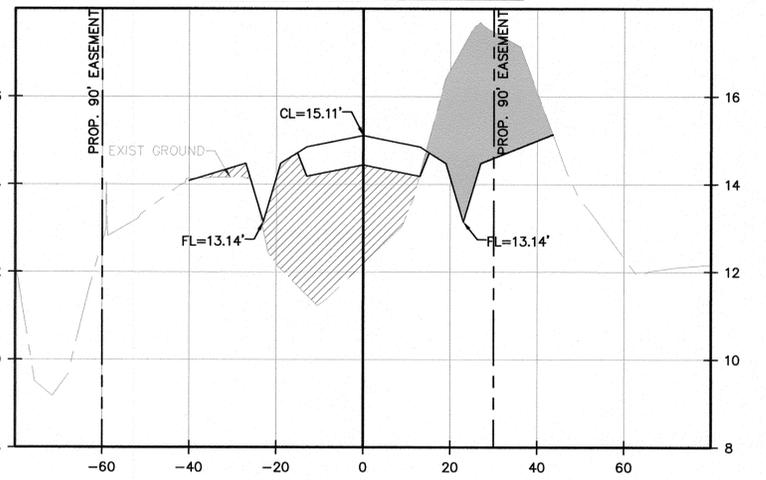
10+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	148 CY	2098 CY
FILL	137 CY	2548 CY



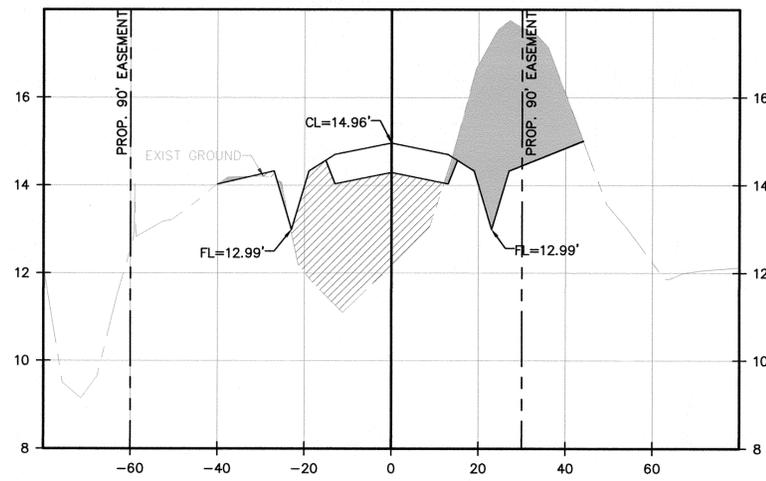
11+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	133 CY	2231 CY
FILL	142 CY	2690 CY



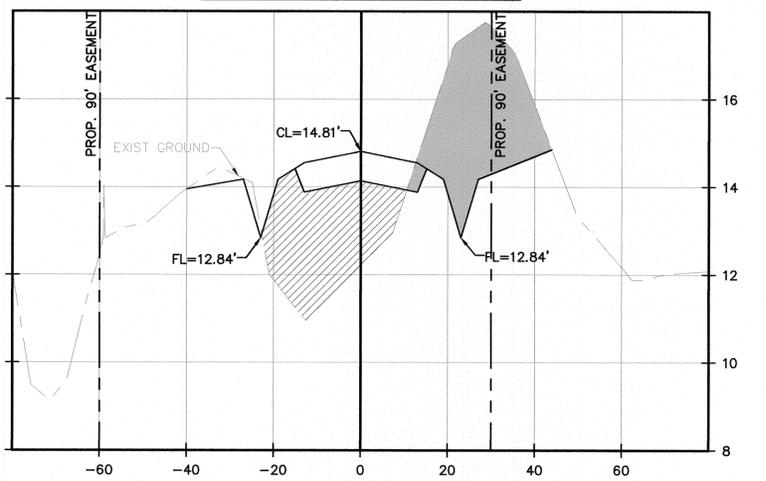
11+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	107 CY	2338 CY
FILL	144 CY	2834 CY



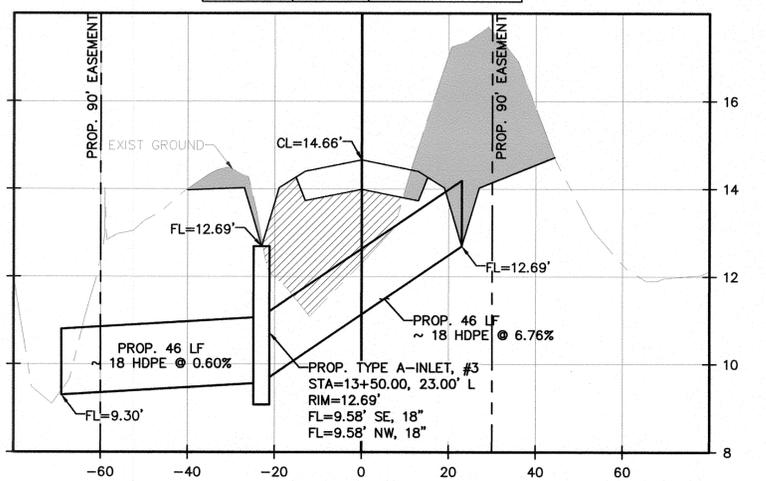
12+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	113 CY	2451 CY
FILL	143 CY	2977 CY



12+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	127 CY	2579 CY
FILL	139 CY	3116 CY



13+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	138 CY	2716 CY
FILL	129 CY	3245 CY



13+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	153 CY	2870 CY
FILL	116 CY	3361 CY

LEGEND

- EXISTING GROUND
- PROPOSED PAVEMENT & PROPOSED GROUND
- CUT
- ▨ FILL

No.	DATE	REVISION

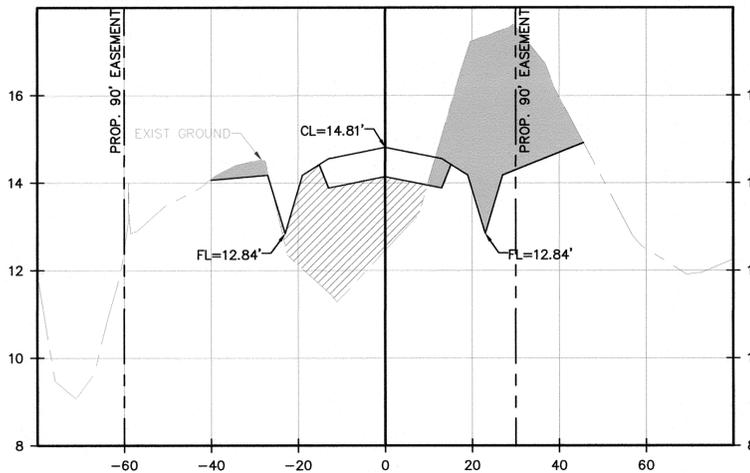


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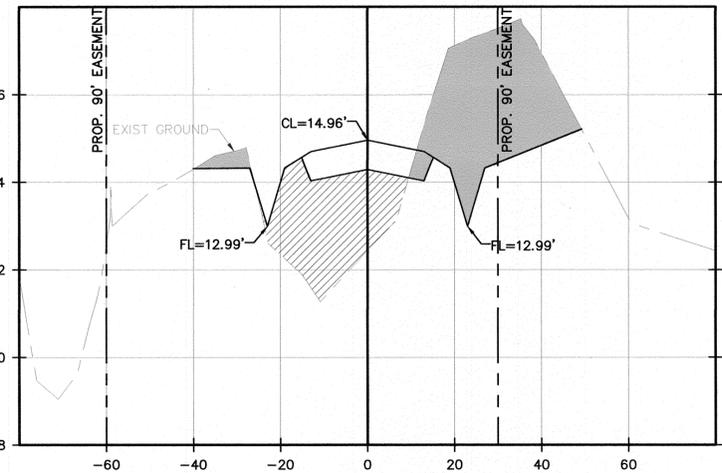
64 ACRE PARK ACCESS ROAD

CROSS SECTIONS STA. 9+50 TO STA. 13+50

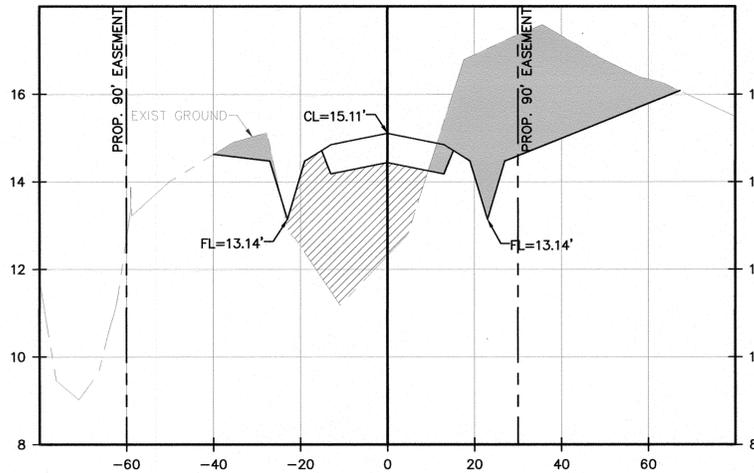
SUBMITTED:	DESIGNED BY: KLV
SCALE: 1"=20'H 1"=2'V	DRAWN BY: KLV
DATE: MARCH 2017	SHEET No.: 15 OF 20
SURVEY BY: CFA	DWG. NO.:
F B NO.:	



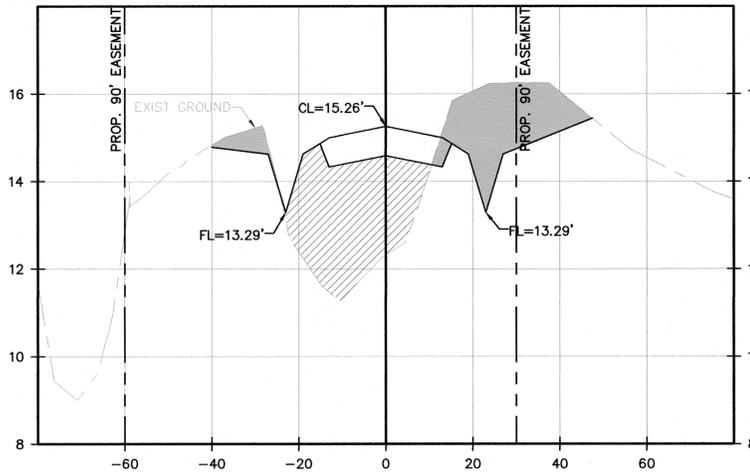
14+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	161 CY	3031 CY
FILL	109 CY	3469 CY



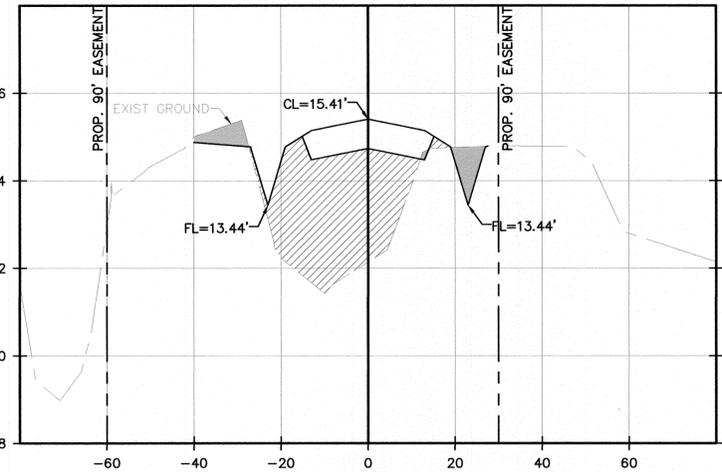
14+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	164 CY	3195 CY
FILL	112 CY	3581 CY



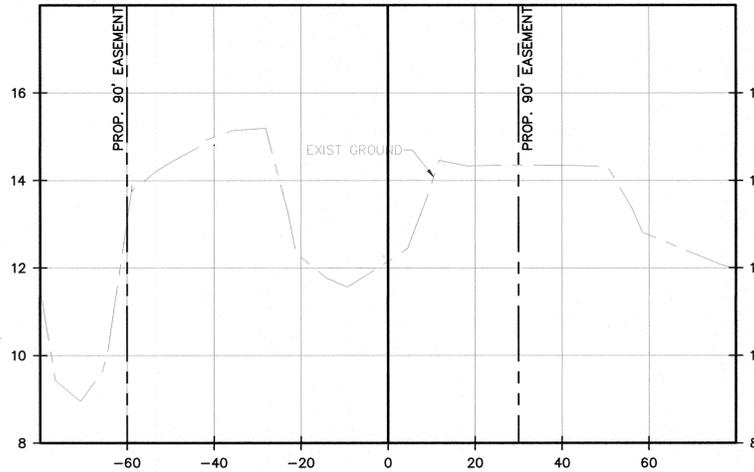
15+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	187 CY	3383 CY
FILL	119 CY	3700 CY



15+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	149 CY	3531 CY
FILL	130 CY	3830 CY



16+00.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	57 CY	3588 CY
FILL	144 CY	3974 CY



16+50.00		
MATERIAL	VOLUME	CUMULATIVE VOL.
CUT	9 CY	3597 CY
FILL	76 CY	4050 CY

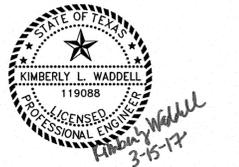
PROJECT SUMMARY	
MATERIAL	TOTAL VOLUME
CUT	3597 CY
FILL	4050 CY
NET	453 CY FILL*

LEGEND

- EXISTING GROUND
- PROPOSED PAVEMENT & PROPOSED GROUND
- CUT
- ▨ FILL

***NOTE:**
 CONTRACTOR SHALL BRING IN EXTRA FILL MATERIAL TO COVER THE COMPACTION OF CUT MATERIAL USED AS FILL MATERIAL. INCLUDE EXTRA COST IN UNIT PRICE FOR EMBANKMENT.

No.	DATE	REVISION

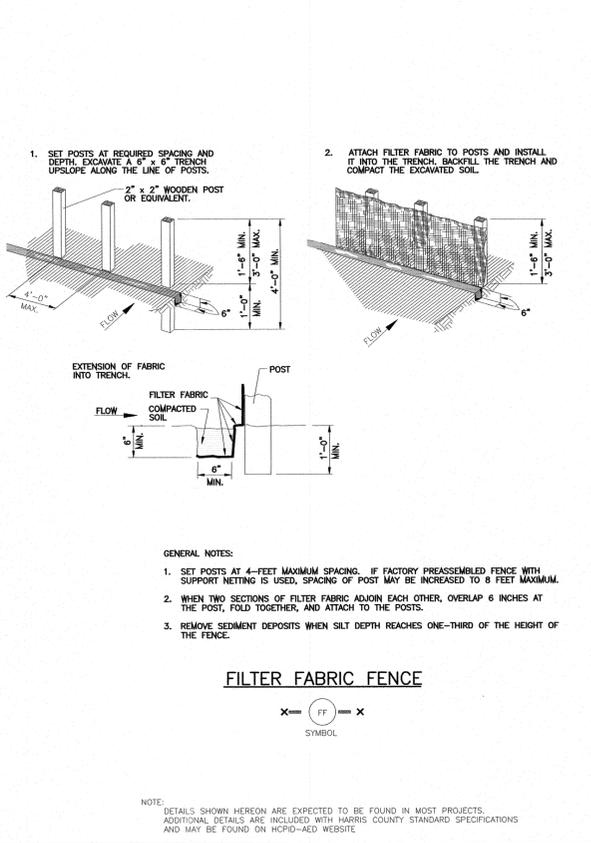
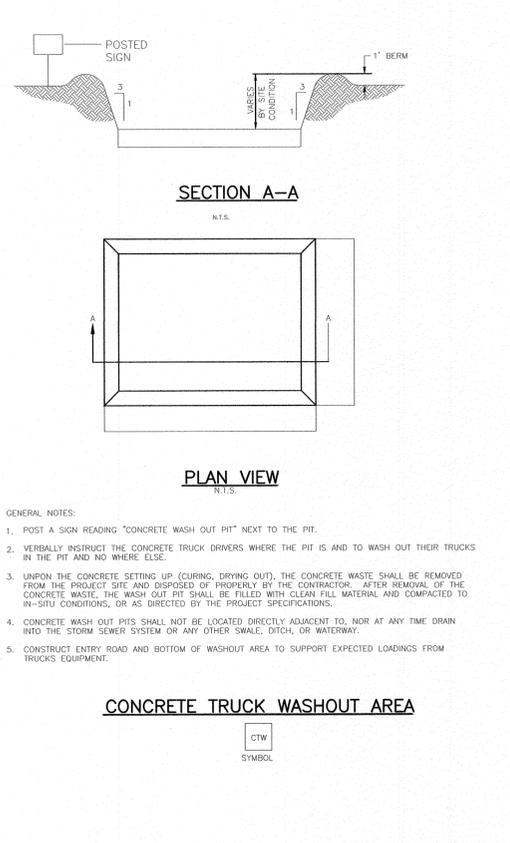
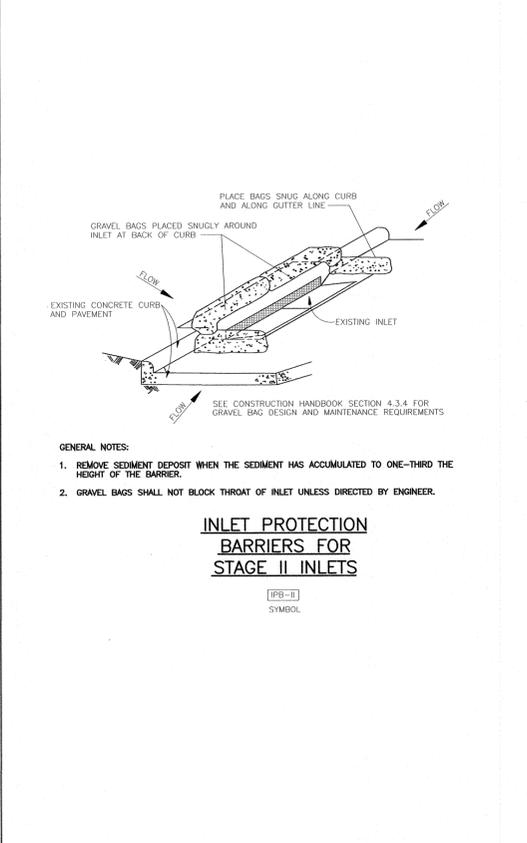
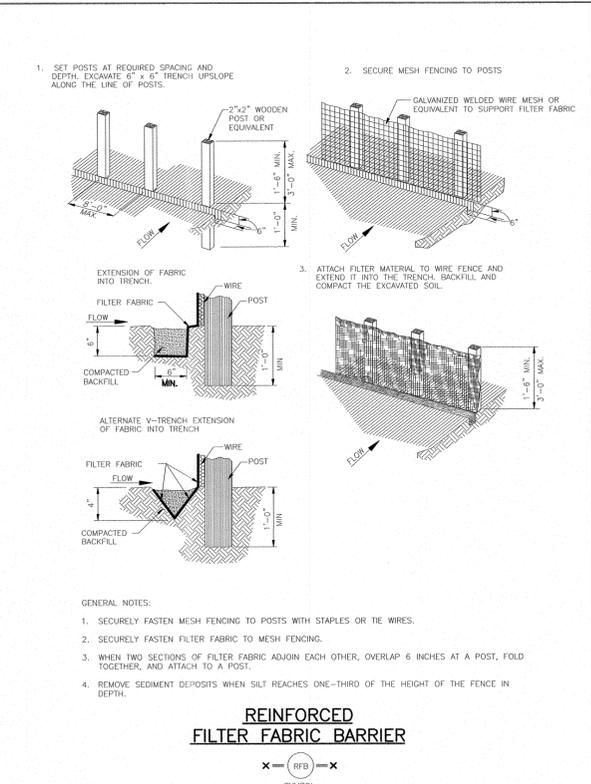
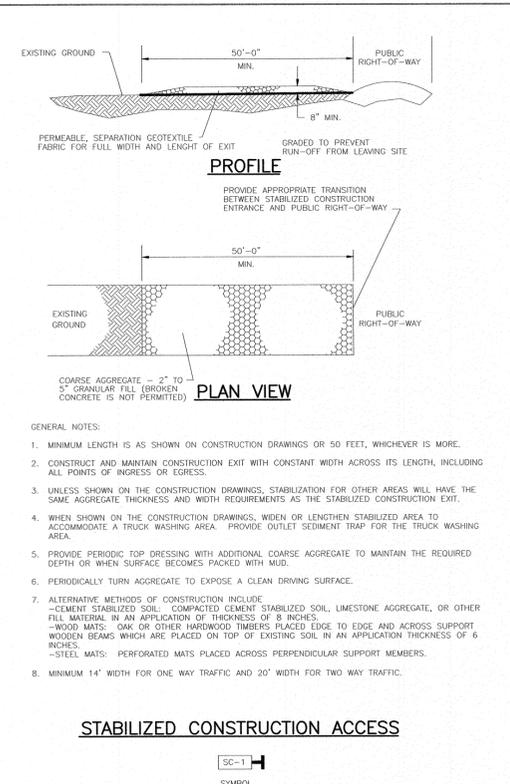
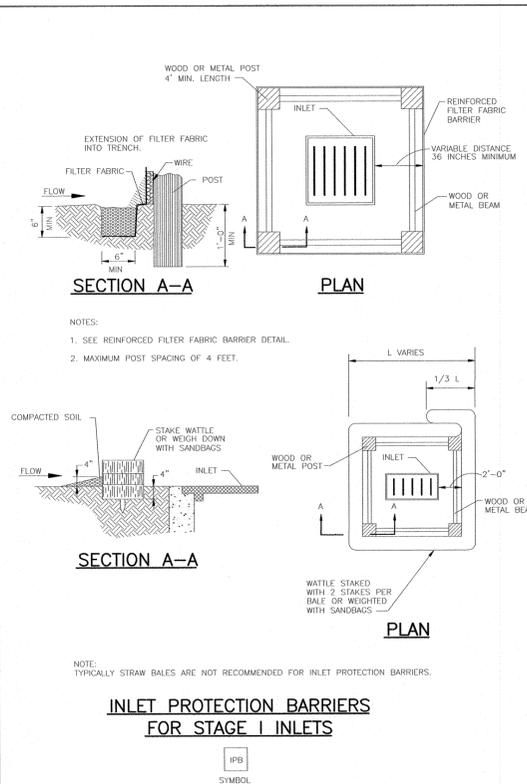


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64 ACRE PARK ACCESS ROAD

CROSS SECTIONS STA. 14+00 TO STA. 16+50

SUBMITTED:	DESIGNED BY: KLV
SCALE: 1"=20'H 1"=2'V	DRAWN BY: KLV
DATE: MARCH 2017	SHEET No.: 16 OF 20
SURVEY BY: CFA	DWG. NO.:
F. B. NO.:	



No.	DATE	REVISION

GALVESTON COUNTY, TEXAS

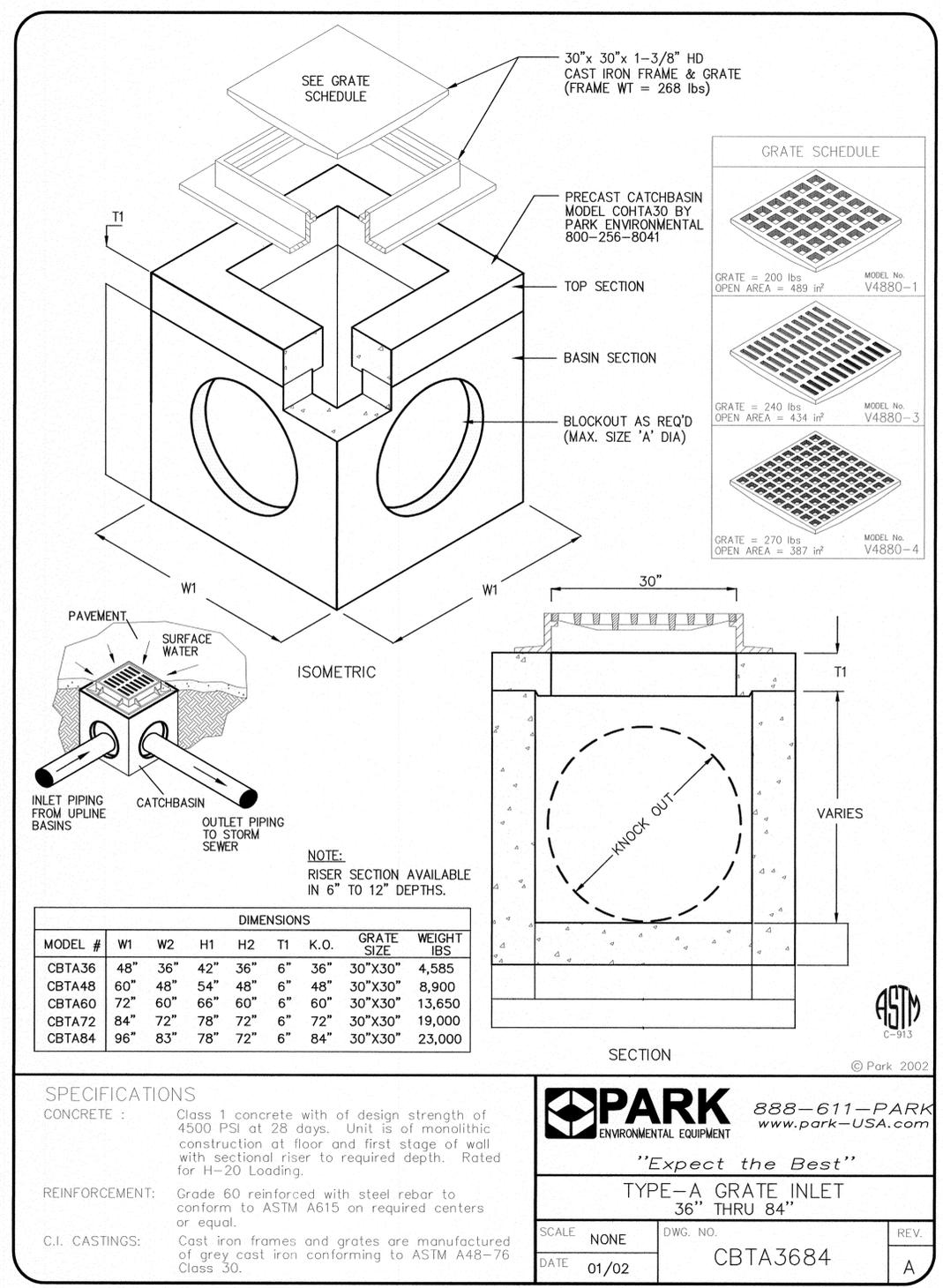
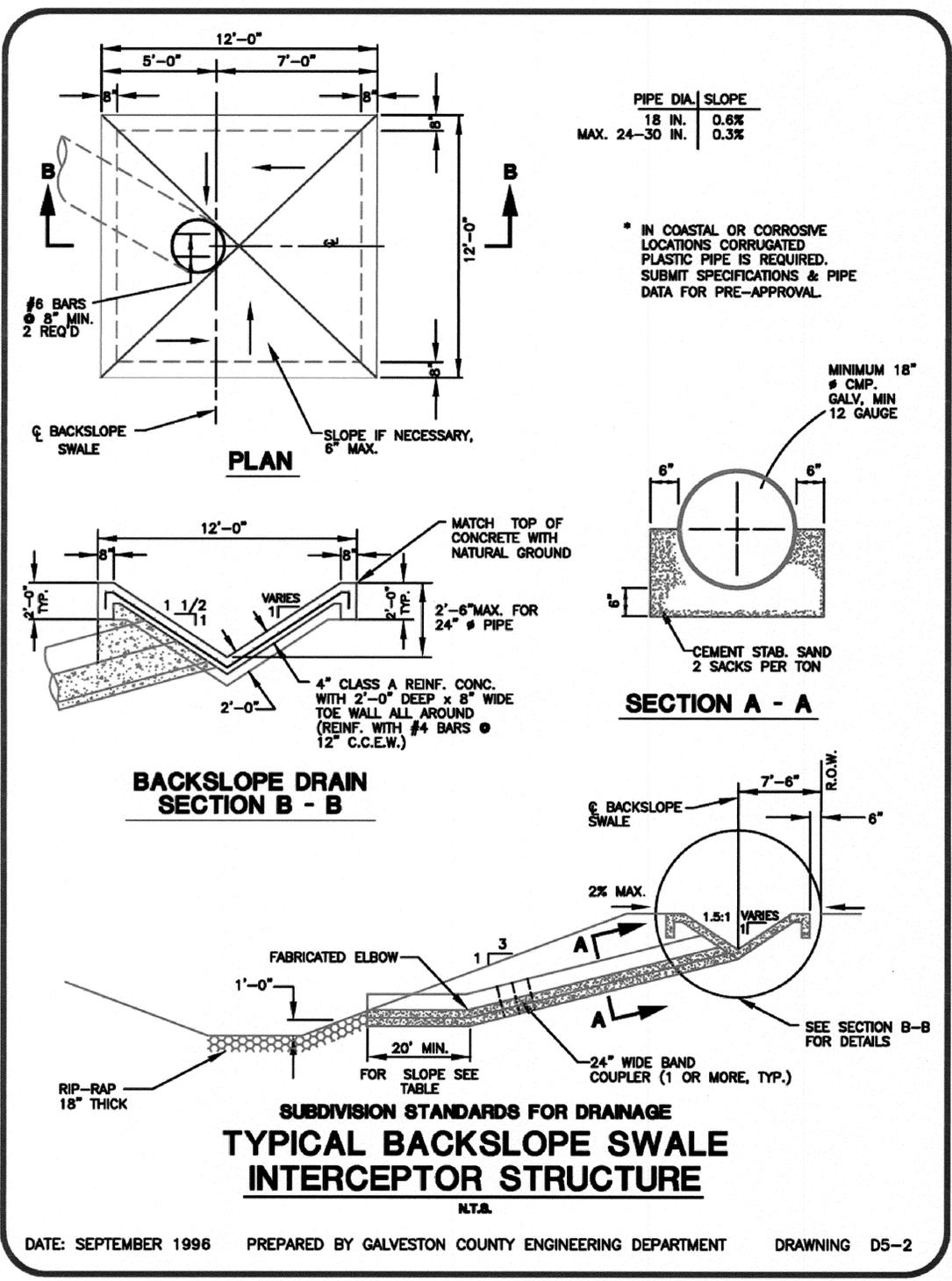
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 281.334.2935 | fax 281.334.2937
 www.cobbfendley.com

64 ACRE PARK ACCESS ROAD

STORM WATER POLLUTION PREVENTION PLAN DETAILS

SUBMITTED:	DESIGNED BY: KLV
SCALE:	DRAWN BY: KLV
DATE: MARCH 2017	SHEET No.: 17 OF 20
SURVEY BY: CFA	DWG. NO:
F B NO:	

1512-004-01 ~ GALVESTON COUNTY 64 ACRE PARK ACCESS ROAD



No.	DATE	REVISION

STATE OF TEXAS
 KIMBERLY L. WADDELL
 119088
 LICENSED PROFESSIONAL ENGINEER
 3-15-17

STATE OF TEXAS
 GALVESTON COUNTY, TEXAS

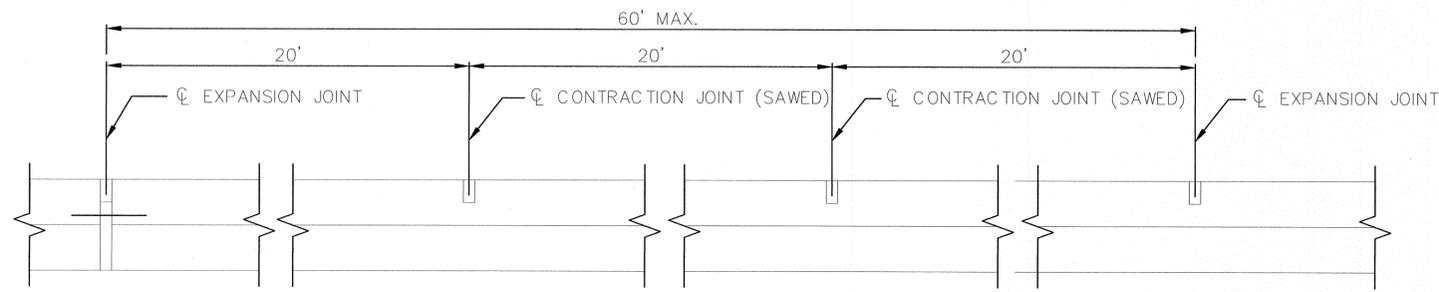
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64 ACRE PARK ACCESS ROAD

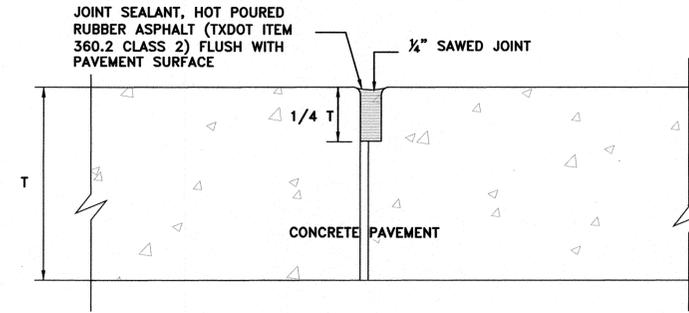
STORM SEWER DETAILS

SUBMITTED: DESIGNED BY: KLV
 SCALE: DRAWN BY: KLV
 DATE: MARCH 2017 SHEET No.: 18 OF 20
 SURVEY BY: CFA DWG. NO.:
 F B NO.:

1572-004-01 - GALVESTON COUNTY 64 ACRE PARK ACCESS ROAD

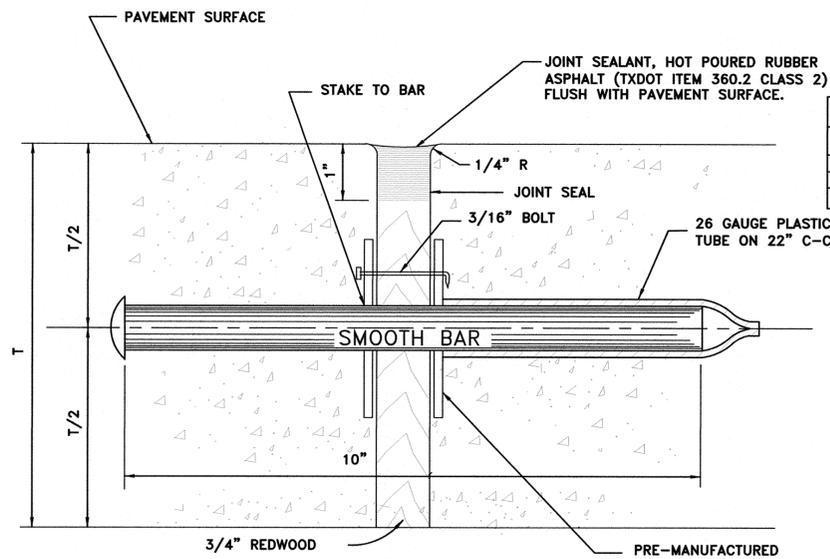


SPACING OF TRANSVERSE EXPANSION AND CONTRACTION JOINTS
N.T.S.

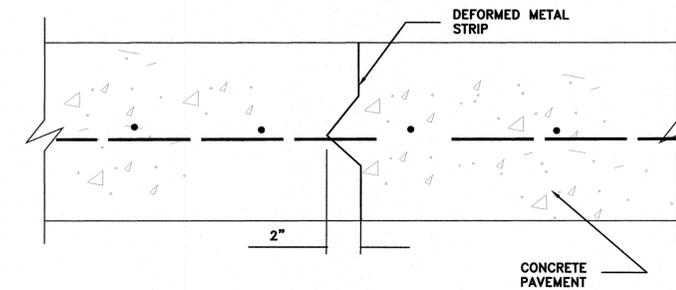


NOTES:
SEE SPACING OF TRANSVERSE EXPANSION AND CONTRACTION JOINTS DETAIL FOR PROPER REINFORCEMENT SPACING

CONSTRUCTION JOINT DETAIL
N.T.S.



DOWELS	
PAVEMENT THICKNESS (T)	DOWEL DIA.
6"	3/4"
7"	1"
8"	1"
9" & 10"	1 1/2"



NOTE:
THE LOCATION OF DEFORMED STRIPS MAY BE VARIED, WITH THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS, TO SUIT THE PROPOSED CONSTRUCTION METHODS OF THE CONTRACTOR. MAXIMUM LONGITUDE SPACING FOR DEFORMED STRIPS IS 14'-0". DEFORMED METAL STRIPS SHALL BE PLACED VERTICALLY ALONG A STRAIGHT ALIGNMENT.

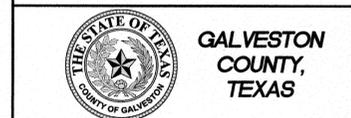
DEFORMED METAL STRIP
N.T.S.

NOTES:

1. EXPANSION JOINT TO BE PLACED AT THE END OF EACH CURB RADIUS AND SPACED A MAXIMUM OF 60'-0" APART.
2. STAKES FOR TRANSVERSE JOINTS SHALL NOT BE PLACED CLOSER THAN 6" TO A LONGITUDINAL JOINT. THE TOP OF EACH STAKE SHALL NOT BE LESS THAN 1" BELOW THE FINISH SURFACE.
3. ALTERNATIVE DOWEL IS A CANTILEVER TYPE, CAST MALLEABLE IRON LOAD TRANSMISSION UNIT, STAR-LUG, MODEL D-27, OR EQUAL, ON 22" C-C.

EXPANSION JOINT DETAIL
N.T.S.

No.	DATE	REVISION



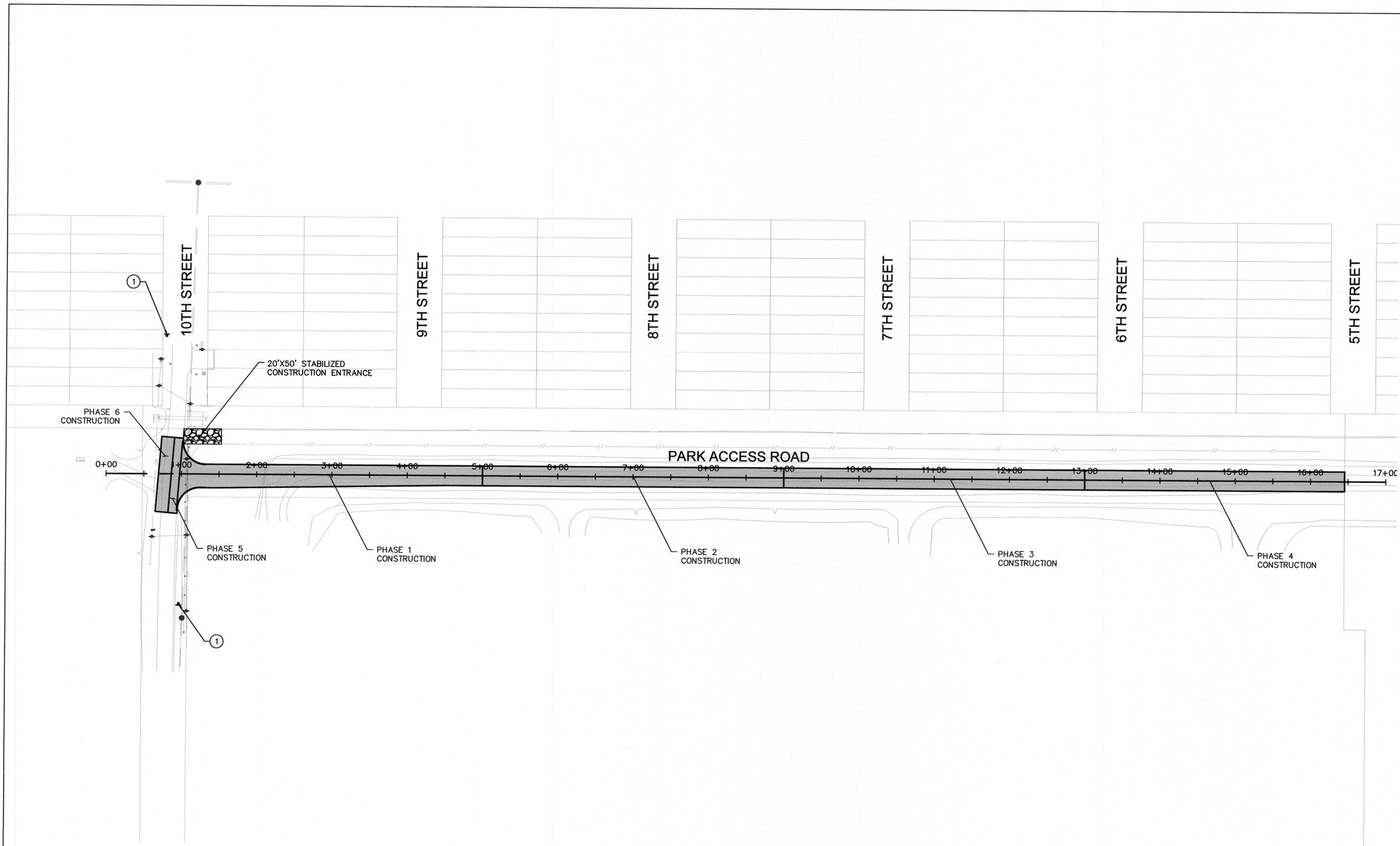
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1920 Country Place Parkway, Suite 310
Pasadena, Texas 77584
281.334.2935 | fax 281.334.2937
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64 ACRE PARK ACCESS ROAD

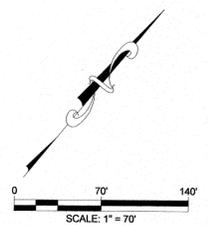
PAVEMENT DETAILS

SUBMITTED:	DESIGNED BY: KLV
SCALE:	DRAWN BY: KLV
DATE: MARCH 2017	SHEET No.: 19 OF 20
SURVEY BY: CFA	DWG. NO:
F B NO:	

1512-004-01 ~ GALVESTON COUNTY 64 ACRE PARK ACCESS ROAD



1	ROAD WORK AHEAD CW21-4D 36 X 36	8	END ROAD WORK G20-2a 36 X 18	15	STOP R1-1 30 X 30	22	STREET NAME DETOUR M4-25 30 X 24
2	BE PREPARED TO STOP CW21-8 30 X 30	9	ROAD CLOSED AHEAD CW20-3D 36 X 36	16	DETOUR AHEAD CW20-2D 36 X 36	23	STREET NAME DETOUR M4-24 30 X 24
3	WORK ZONE R11-2 48X30	10	ROAD CLOSED R11-2 48X30	17	ONE LANE ROAD CW20-4A 48 X 48	24	STREET NAME DETOUR M4-24 30 X 24
4	TRAFFIC FINES DOUBLE R20-5	11	WHEN WORKERS ARE PRESENT R20-5	18	ROAD CLOSED TO THRU TRAFFIC R11-4 60 X 30	25	ROAD WORK NEXT XX MILES NEXT XX MILES G20-1A 72X36
5	STREET NAME END DETOUR M4-24 24 X 24	12	ONE WAY R6-25 18 X 24	19	FORM ONE LINE LEFT R20-2L 48 X 60	26	ONE WAY R6-24 18 X 24
6	ROAD WORK NEXT XX MILES G20-1BL 72X24	13	NO LEFT TURN R3-1 24 X 24	20	ECWI-4R 36 X 36	27	RIGHT LANE CLOSED CW20-5R 48 X 48
7	ROAD WORK NEXT XX MILES G20-1BR 72X24	14	NO RIGHT TURN R3-2 24 X 24	21	DO NOT ENTER R5-1 30 X 30	28	DEAD END W14-1 30 X 30



No.	DATE	REVISION



CobbFendley
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64 ACRE PARK ACCESS ROAD

TRAFFIC CONTROL PLAN

SUBMITTED: SCALE: 1"=70' DATE: MARCH 2017 SURVEY BY: CFA F B NO:	DESIGNED BY: KLV DRAWN BY: KLV SHEET No.: 20 OF 20 DWG. NO:
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- TRAFFIC CONTROL NOTES:**
- THE SIGNS, BARRICADES AND MARKINGS SHOWN ON THESE DRAWINGS CONSTITUTE MINIMUM REQUIREMENTS AND ARE NOT INTENDED TO COVER SPECIAL CIRCUMSTANCES OR OTHER CONDITIONS THAT MAY ARISE DUE TO UNFORESEEN FIELD CONDITIONS. THE CONTRACTOR SHALL PLACE AND MAINTAIN SUFFICIENT ADDITIONAL SIGNS, BARRICADES AND WARNING DEVICES TO WARN THE PUBLIC AND PROVIDE FOR THE SAFE MOVEMENT OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC. WHERE PROJECT REQUIREMENTS ARE NOT FULLY SATISFIED BY THE STANDARDS SHOWN HEREON, THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND TxDOT - DISTRICT 12 STANDARDS SHALL GOVERN.
 - BARRICADES, SIGNS, CHANNELING DEVICES, AND TRAFFIC HANDLING DEVICES AS SHOWN SHALL BE ADJUSTED TO FIT FIELD CONDITIONS, AS DIRECTED BY THE ENGINEER, AT NO ADDITIONAL COST.
 - CONTRACTOR SHALL INSURE THAT ALL BARRICADES, SIGNS, PAVEMENT MARKINGS, CHANNELING DEVICES, WARNING LIGHTS, AND TRAFFIC HANDLING DEVICES ARE MAINTAINED IN A CLEAN FUNCTIONAL CONDITION AT ALL TIMES.
 - CONTRACTOR SHALL PROVIDE CERTIFIED FLAG MEN AS NEEDED TO ASSIST IN THE SAFE MOVEMENT OF TRAFFIC IN THE WORK ZONE.
 - MAINTENANCE OF ALL TEMPORARY SIGNING IS THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING CORRECTION OF LOSS/DAMAGE DUE TO ACTS OF VANDALISM OR ACCIDENT.

- ALL CONSTRUCTION SIGNS AND BARRICADES PLACED DURING ANY PHASE OF CONSTRUCTION SHALL REMAIN IN PLACE UNTIL THEIR REMOVAL IS DIRECTED BY THE ENGINEER.
- ALL WORK SHALL BE PERFORMED IN SUCH MANNER AND SEQUENCE WHICH WILL IMPOSE THE MINIMUM OF INTERFERENCE BUT PROVIDE MAXIMUM PROTECTION TO TRAFFIC CONSISTENT WITH THE WORK TO BE PERFORMED.
- CONTRACTOR SHALL MAINTAIN WORK ZONE SO THAT NO MORE THAN 3 CONSECUTIVE RESIDENCES ARE BLOCKED AT ONE TIME AND THAT NO SINGLE DRIVEWAY IS BLOCKED FOR MORE THAN 48 HOURS WITHOUT PRIOR WRITTEN AGREEMENT WITH HOMEOWNER. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO AFFECTED RESIDENCES AT LEAST 72 HOURS IN ADVANCE.
- CONTRACTOR SHALL PROVIDE FLAGMEN IN TWO-WAY LANES DURING WORKING HOURS.
- CONTRACTOR SHALL PROVIDE TEMPORARY ASPHALT RAMPS TO ALLOW TRAFFIC TO ACCESS ROADWAYS WHERE ELEVATION DIFFERENCES EXIST BETWEEN THE EXISTING ROADWAY AND THE PROPOSED ROADWAY. IN ADDITION, TEMPORARY DRIVEWAYS MUST BE PROVIDED FOR ALL RESIDENTS THROUGHOUT THE CONSTRUCTION AREA.

