



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

September 27, 2016

Tim Elms
Apollo Environmental Strategies, Inc.
6000 Highland Avenue
Beaumont, TX 77726

**Re: Bid #B161018 Construction-Bolivar Peninsula Beach and Dune Restoration
Contract #CM16238**

Dear Mr. Elms,

At our regular meeting of the Galveston County Commissioners' Court on September 27, 2016, your company was awarded the contract associated with Bid #B161018 Construction-Bolivar Peninsula Beach and Dune Restoration. Prior to receiving the notification to proceed, please forward all required documents as requested per the proposal conditions.

Invoices are to be sent to the following address:

Galveston County Auditor's Office
P.O. Box 1418
Galveston, Texas 77553

If you have any questions, please feel free to call.

CONGRATULATIONS and we look forward to doing business with your company!

Sincerely,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", with a long horizontal line extending to the right.

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
Galveston County

County of Galveston Bid Tab Report

Bid Header Bid Number: B161018

Open: 08/31/2016						
					Vendor: 707692	
					APOLLO ENVIRONMENTAL STRATEGIE	
Item #	Product Code	Description	Qty	Units	Unit Price	Extended
0001	96100	Construction-Bolivar Peninsula Beach and	1	EA	3,912,000.00	3,912,000.00
Total						3,912,000.00

Sep 6, 2016

1

1:25:25 PM



COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

CONSTRUCTION - BOLIVAR PENINSULA BEACH AND DUNE RESTORATION

HDR PROJECT NO. 258982/10024522

August 2016



HDR ENGINEERING, INC
555 N. CARANCAHUA, SUITE 1600
CORPUS CHRISTI, TX 78401
TEXAS REGISTERED ENGINEERING FIRM F-754

This beach and dune restoration project is funded by a Financial Assistance Award from the U.S. Department of the Interior, U.S. Fish and Wildlife Service, Coastal Impact Assistance Program (CIAP, Grant #F13AF00087) and the Coastal Erosion Planning Response Act (CEPRA) from the Texas General Land Office. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the State of Texas. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government or the State of Texas.

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INVITATION TO BID



ITB #B161018
OPEN: 08/31/2016
TIME: 2:00 P.M.

INVITATION TO BID
CONSTRUCTION- BOLIVAR PENINSULA BEACH AND DUNE RESTORATION
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 **2:00 P.M. CST, on Wednesday, August 31, 2016** 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 2:00 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 #B161018

CONSTRUCTION-BOLIVAR PENINSULA BEACH AND DUNE RESTORATION

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

A non-mandatory pre-bid conference will be held on Tuesday, August 16, 2016 at 10:00 a.m. in the Galveston County Purchasing Department located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth Floor, Galveston, Texas 77550.

Deadline for questions will be Tuesday, August 23, 2016 @ 5:00 p.m.

Specifications can be obtained by visiting the Galveston County website @

<http://www.galvestoncountytexas.gov/pu/Pages/BidListing.aspx>.

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:

- **BID GUARANTEE:** Evidencing its firm commitment to engage in the contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a Cashier's Check, Certified Check from any bank within the State of Texas, or an acceptable Bidder's Bond, in the amount of five percent (5%) of the total contract price. The Bidder's 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.

- **PERFORMANCE AND PAYMENT BONDS**

Successful bidder, before beginning work, shall execute a performance bond and a payment bond per the provisions as outlined in Government Code, Chapter 2253, Public Work Performance and Payments Bonds 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 in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

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

GENERAL PROVISIONS

**CONSTRUCTION-BOLIVAR PENINSULA BEACH AND DUNE RESTORATION
GALVESTON COUNTY, TEXAS**

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GENERAL PROVISIONS
CONSTRUCTION-BOLIVAR PENINSULA BEACH AND DUNE RESTORATION
GALVESTON COUNTY, TEXAS

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 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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GALVESTON COUNTY, TEXAS

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 you do not submit a bid, return this Invitation to Bid and state reason, 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, **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 in non-compliance.

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. No inquiries 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 to 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 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. No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid opening date.

6. 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

GENERAL PROVISIONS
CONSTRUCTION-BOLIVAR PENINSULA BEACH AND DUNE RESTORATION
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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.

7. 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.

8. 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.

9. 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.

10. 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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11. 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.

12. 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.

13. 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 will be made. No more than one pass through adjustment will be permitted per year.

14. 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.

GENERAL PROVISIONS
CONSTRUCTION-BOLIVAR PENINSULA BEACH AND DUNE RESTORATION
GALVESTON COUNTY, TEXAS

15. 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.

16. 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, unless the County invokes its right to request a best and final offer.**

“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.

GENERAL PROVISIONS CONSTRUCTION-BOLIVAR PENINSULA BEACH AND DUNE RESTORATION GALVESTON COUNTY, TEXAS

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

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.

17. 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.

18. 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 it 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 its information withheld from public disclosure.

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19. 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.

20. 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, the 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. BEST AND FINAL OFFERS (BAFO):

In acceptance of bids, the County of Galveston reserves the right to negotiate further with one or more of the Bidders as to any features of their bids and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the Bidders. If invoked, this allows acceptable Bidders the opportunity to amend, change or supplement their original bid. Bidders may be contacted in writing requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

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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 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 amending or revising 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 five (5) 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. 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.

35. 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

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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.

36. 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 HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident:
THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident :
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) 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.

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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 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.

37. 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.

38. PERFORMANCE AND PAYMENT BONDS:

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

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- 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 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.

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.

39. 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.

40. 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

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(\$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 officer or a family member of the local government officer. For this purpose, “family relationship” means Bidder is related within 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 1295 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 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.

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.

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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.

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.

41. 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.**

42. 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

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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.

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.

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47. ACCURACY OF DATA:

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

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.

GENERAL PROVISIONS
CONSTRUCTION-BOLIVAR PENINSULA BEACH AND DUNE RESTORATION
GALVESTON COUNTY, TEXAS

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;
- 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.

GENERAL PROVISIONS
CONSTRUCTION-BOLIVAR PENINSULA BEACH AND DUNE RESTORATION
GALVESTON COUNTY, TEXAS

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.

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).

GENERAL PROVISIONS
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- 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 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.

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- 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 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.

GENERAL PROVISIONS
CONSTRUCTION-BOLIVAR PENINSULA BEACH AND DUNE RESTORATION
GALVESTON COUNTY, TEXAS

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 receipted 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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General Decision Number: TX160056 01/08/2016 TX56

Superseded General Decision Number: TX20150056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER		
Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade		

Servicer.....	\$ 11.67
PAINTER (Structures).....	\$ 18.62
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor.....	\$ 14.06
Asphalt Paving Machine.....	\$ 14.32
Broom or Sweeper.....	\$ 12.68
Concrete Pavement	
Finishing Machine.....	\$ 13.07
Concrete Paving, Curing,	
Float, Texturing Machine....	\$ 11.71
Concrete Saw.....	\$ 13.99
Crane, Hydraulic 80 Tons	
or less.....	\$ 13.86
Crane, Lattice boom 80	
tons or less.....	\$ 14.97
Crane, Lattice boom over	
80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds	
or less.....	\$ 12.71
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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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.

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END OF GENERAL DECISION



**SPECIAL CONTRACT CONDITIONS FOR
CONSTRUCTION**

SPECIAL CONTRACT CONDITIONS FOR CONSTRUCTION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

Plans, specifications and contract documents, including General Conditions and other Division 1 specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK

Refer to Division 1, Section 01010, Summary of the Work.

1.03 INQUIRIES

The work to be performed will be administered by the County's Program Administrator, who, for purposes of this Contract is:

Michael Shannon, P.E., County Engineer
722 Moody (21st Street)
First Floor
Galveston, Texas 77550
(409) 770-5399

All inquiries regarding the plans, specifications, and/or contract documents, including any apparent discrepancies thereto, shall be directed to the Engineer:

HDR Engineering, Inc.
Attn: M. Cameron Perry, P.E.
555 N Carancahua, Suite 1600
Corpus Christi, Texas 78401
Tel: (361) 696-3352
Fax: (361) 696-3385
E-Mail: cameron.perry@hdrinc.com

1.04 PERMITS AND LAWS

- A. The Contractor shall comply with all federal, state and municipal laws, rules regulations, and ordinances applicable to the work of this contract, and shall obtain and pay for all permits required in connection with the execution of the work. The Owner shall be furnished with certified copies of these permits if the Owner so requests. Refer to Division 1, Section 01100, Permits, for Owner-obtained permits.
- B. If such laws, rules, regulations or ordinances conflict with the contract documents, then such laws, rules, regulations, or ordinances shall govern instead of the contract documents, except in such cases where the contract documents exceed them in quality of materials or labor, then the contract documents shall be followed.

1.05 SUBMITTALS

- A. General: All submittals shall be transmitted to the Engineer in accordance with the following:

1. The number of copies of submittals required for each item shall be not less than the original and two (2) copies, plus the number of additional copies that the Contractor desires for his own use.
 2. The Contractor must double-check and sign all submittals before forwarding them for review and action by the Engineer.
 3. The Engineer will review the submittal data. If there are no exceptions taken to the submittal, the original and one copy will be retained by the Engineer. All remaining copies will be returned to the Contractor. The Contractor must keep one copy at the jobsite at all times.
 4. If further action is required by the Contractor, the Engineer will retain one copy of the submittal data and return all remaining copies to the Contractor.
 5. Any and all costs, direct or indirect, incurred by the Engineer in reviewing submittals in excess of two (2) times will be charged to the Contractor and deducted from the total price for the work.
 6. The Engineer's approval of shop drawings and/or any aspects of the work shall not act to transfer Contractor's responsibility for, nor relieve Contractor from the performance of any of Contractor's duties set forth in the contract documents.
- B. Pre-Construction Submittals: Upon issuance of the Notice to Proceed, the Contractor shall submit certain lists, qualifications, price breakdowns and schedules relating to contract administration including but not limited to the following:
1. Submittals Required prior to the Pre-Construction Meeting:
 - a. List of name and qualifications of the person designated as project superintendent.
 - b. List of all subcontractors and major material/equipment suppliers that Contractor and Contractor's major subcontractors propose to use. This list shall include correct names, mailing addresses and phone numbers.
 - c. List of names and titles of Contractor's representatives authorized to sign contractual documents and payment requisitions.
 - d. List of names, qualifications and licenses of all licensed crafts required by the contract documents.
 2. Submittals Required at the Pre-Construction Meeting:
 - a. Work Progress Schedule (in quadruplicate) of Contractor's estimated progress schedule for work tasks in relation to the entire project. Schedule shall be in bar chart form that indicates all work tasks and differentiates critical path work tasks from non-critical path tasks showing the beginning and ending dates for each critical and non-critical path work task.
- C. Material Submittals: (To be submitted to Engineer within 10 days after issuance of Notice-to-Proceed and prior to the installation of any materials)
1. Contractor shall submit manufacturer's information on all materials and equipment, regardless of whether substitutions are being requested.
 2. Substitution requests must be submitted early enough to allow time for evaluation by the Engineer and for resubmittal, if required. Material substitutions will not be allowed following this 10-day period.
 3. No materials shall be ordered or installed until submittals for such materials have been received and acted upon by the Engineer.

1.06 QUALITY ASSURANCE / QUALITY CONTROL

- A. Construction Observation: The Owner and Engineer will periodically observe the construction progress, procedures, and materials of the Contractor. The Contractor shall offer full cooperation

to facilitate these observation activities, and shall be responsive to questions regarding methods, equipment, materials, and intentions in pursuing the work or any particular thereof. Such observation by the Owner and/or Engineer is for the express purpose of verifying compliance by the Contractor with the Contract Documents and shall not be construed as construction supervision nor indication of approval of the manner or location in which the work is being performed as being a safe practice or place. The safety of the workers on the site is the responsibility of the Contractor. By entering the site, the Contractor and its employees relieve the Owner and Engineer of any responsibility for their safety and accept complete responsibility for any unsafe acts or procedures which may cause them harm.

- B. Rejection of Work: If the Owner or Engineer rejects work and/or materials incorporated into the work, Contractor shall bear all expenses associated with testing to prove compliance with the Contract Documents, including but not limited to engineering expenses associated with such testing. Any and all such expenses that are paid directly by Owner will be deducted or withheld from subsequent payment(s) to the Contractor.

- C. Contractor's Quality Control Testing: The Contractor shall perform all quality control testing necessary to assist him in his work and satisfy the submittal requirements listed under applicable specification sections.
 - 1. All samples for quality control testing shall be obtained by an independent testing laboratory retained by the Contractor. Samples shall not be collected by the Contractor and delivered to the laboratory.
 - 2. The cost of all quality control testing shall be paid by the Contractor.
 - 3. The Contractor shall not retain the same independent testing laboratory utilized by the Owner for its quality assurance testing program.

- D. Owner's Quality Assurance Testing: The Owner may engage an independent laboratory to perform quality assurance testing on any aspect of the work. These tests are for the sole use of the Owner.
 - 1. The Contractor shall cooperate with the Owner's testing laboratory during collection of material samples at no additional expense to the Owner.
 - 2. The cost of all quality assurance re-testing that is performed due to failure of materials to comply with specification requirements shall be paid by the Contractor. Refer to paragraph B above.
 - 3. Quality assurance testing will not necessarily be limited to test/procedures listed in the applicable specification sections. The Contractor's participation may not always be required, although full cooperation is expected from the Contractor with the Owner's testing efforts.

1.07 PROGRESS PAYMENTS

Refer to Section 01250 - Measurement and Basis of Payment, Division 2 Section 02000 – Construction Surveying, and Division 2 Section 02224 – Beach Nourishment.

1.08 CONTRACT CLOSE-OUT

- A. Notification: The Contractor shall provide the Owner and Engineer 10 days' written notice requesting final inspection.

- B. Final Submittals: At the time of the Contractor's request for final inspection, Contractor shall provide to Engineer the following material which the Contractor shall have accumulated and retained during the course of the project:
1. One set of all project equipment and material warranties/guarantees as provided by all appropriate suppliers or manufacturers.
 2. One set of "record drawings" showing all revisions to the original contract documents. Drawings shall also show routing of underground outside utilities and conduits with actual dimensions from buildings or other known landmarks.
 3. Any and all other documents, keys, manuals, etc. required by the specifications.
- C. Clean-up: At completion of the job, the Contractor shall remove all waste products, dust, dirt, debris, packaging, trash, fingerprints, grease containers, and other deleterious materials and marks from the site. Refer to individual specification sections for special cleaning required by that section. Contractor is expected to leave the project in spotless, "like new" condition.
- D. Final Payment: The Contractor's final payment requisition shall include Consent of Surety to Final Payment form, Contractor's Affidavit of Release of Lien, and Contractor's Affidavit of Payment of Debts and Claims.

1.09 STANDBY TIME PROVISIONS

- A. At any time during the contract performance period, the Owner may terminate the contract for unforeseen causes. However, in lieu of terminating the contract, the Owner may opt to issue a temporary stop work order and activate standby time provisions.
- B. If activated, standby time will be paid to the Contractor based on actual rental rates of equipment and labor rates of personnel on site during that time, or based on the stated rates on the Contractor's Bid form, whichever is less.
- C. The Owner reserves the right to activate, or not to activate, standby time provisions, as it deems appropriate. Activation must be in form of a change order (purchase order change notice) to the contract.

1.10 CONSTRUCTION SITE AND JOB CONDITIONS

- A. Supervision: The Contractor's Superintendent shall be on site at all times that work is in progress. The Contractor shall not allow any unsafe or unsanitary conditions to develop as a result of Contractor's operations.
- B. Site Maintenance: The Contractor shall not allow trash or debris to accumulate on the site. At the end of the contract, Contractor shall clean the entire area of any litter resulting from Contractor's operations. The Contractor shall maintain the premises as clean and presentable as good construction practices will allow at all times.
- C. Utilities: Water and electrical power will not be furnished by the Owner. Any temporary connections or appurtenances shall be provided by the Contractor at no cost to the Owner and removed from the premises at the conclusion of the contract.
- D. Employee Records: The Contractor and each subcontractor shall keep, or cause to be kept, on the jobsite an accurate record showing names and occupations of all laborers, workmen and mechanics employed by Contractor in connection with the project and the sum per hour paid in dollars and cents. The Owner shall be allowed to inspect such records pursuant to V.T.C.A., Gov. Code, Section 2258.024.

- E. Temporary Toilets: The Contractor shall provide and maintain in neat, sanitary condition toilets and other necessary accommodations for employees' use to comply with the regulations of the State Department of Health or other jurisdictions.
- F. Fire Protection: The Contractor shall take stringent precautions against fire. Open fires are not allowed unless approved in writing by Owner.

1.11 OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The work and the Contractor's operational activities shall comply with the applicable provisions of the U. S. Department of Labor, Occupational Safety and Health Administration's safety and health regulations for construction and with applicable Occupational Safety and Health Standards.

1.12 PROTECTION OF PUBLIC

The Contractor shall be responsible for public safety at the construction site. All temporary fencing, barricades, warning lights, signs, and flagmen shall be provided and maintained by Contractor as needed. The Contractor shall maintain security of the construction site.

1.13 SITE PHYSICAL DATA

Information furnished below is for the Contractor's review. However, it is expressly understood that the Owner and Engineer are not responsible for any interpretation or conclusion drawn therefrom by the Contractor. The Owner and Engineer also are not responsible for any lack of information herein pertaining to physical conditions at the site. The Contractor shall make every effort possible to familiarize himself with and research the conditions to be expected at the site.

1. Tidal Conditions: The mean diurnal tide range at the site is approximately 2.0 feet. However, the height of tide is largely dependent on the force, direction, and duration of seasonal wind and waves. Strong offshore (northerly) winds may depress the water surface as much as, and in some instances more than, 2.0 feet below mean sea level, while onshore winds and wave runup may raise the water surface as much as, and in some instances more than, 2.0 feet above mean sea level.
2. Marine Conditions: In addition to tidal fluctuations and current velocities mentioned herein, the water at the project site may at times be rough. Again, the Contractor should familiarize himself with the daily and extreme conditions that might be expected throughout the duration of this project. Impact on, and rework of, partially completed work components (i.e. filled areas, etc.) shall not be just cause for increased compensation.
3. Current: Strong currents may at times exist in and adjacent to the project site.
4. Groundwater: Subsurface groundwater conditions and elevations may change. Changes in groundwater elevations shall not be just cause for increased compensation.

1.14 PROTECTION OF SITE

- A. The Contractor is notified that construction will occur adjacent to active public recreational facilities, private property, and environmentally sensitive areas. The Contractor is hereby notified that adverse working conditions may exist, and the necessary allowances and precautions shall be made to avoid damaging public and private property and sensitive vegetation. Unauthorized damage to any existing utilities, building facilities, structures, or plant life shall be repaired by the Contractor at no expense to the Owner.

- B. Utility locations have not been field verified. It shall be the Contractor's responsibility to verify the condition of existing utilities and locations thereof prior to bidding. Pipelines and/or other existing underground installations and structures in the vicinity of the Work may be present. The Contractor shall make every effort to locate all underground obstacles and/or pipelines by prospecting in advance of all excavation and/or spudding, mooring, or anchoring. Any damage to pipelines, including any resulting environmental contamination, caused by the construction activities shall be repaired/cleaned-up by the Contractor. Any delay or extra cost to the Contractor shall not constitute a claim for extra Work, additional payment, or damages.
- C. The Contractor shall protect all vegetation adjacent to and within the construction site. If Contractor's work will require removal of vegetation, the Contractor shall obtain approval of Owner prior to removal. The Contractor shall be held liable for removal of vegetation without Owner's prior approval.
- D. The plans show the locations of all known surface structures pertinent to the work. The locations of surface and subsurface features shown on the plans are not exact. In the case of underground or underwater obstructions such as existing water, sewer, storm sewer, gas, electrical lines, piling, debris, or partial structures that are not shown on the plans, their location is not guaranteed. The Owner assumes no responsibility for failure to show any or all these structures on the plans or to show them in their exact location. Failure to show will not be considered sufficient basis for claims for additional compensation for extra work in any manner whatsoever, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades, or requires the building of special work for which no provision is made. It is assumed that as elsewhere provided the Contractor has thoroughly inspected the site, is informed as to the correct location of surface structures, has included the cost of such incidental work in the price bid, and has considered and allowed for all foreseeable incidental work due to variable subsurface conditions, whether such conditions and such work are fully and properly described on the plans or not. Minor changes and variations of the work specified and shown on the plans shall be expected by the Contractor and allowed for as incidental to the satisfactory completion of a whole and functioning work or improvement.

1.15 MISPLACED MATERIAL

Should the Contractor, during the progress of the construction, lose, dump, throw overboard, sink, or misplace any material, plant, machinery or appliance, which in the opinion of the Engineer may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, until the same are removed. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions may be removed by the Owner, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C 410 et seq).

1.16 LAYOUT OF WORK AND SURVEYS

The Contractor, at Contractor's expense, shall be responsible for establishing base lines, and bench marks if applicable, for the limits of the project. The Contractor shall also be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the plans. It is Contractor's responsibility to maintain and preserve all stakes and other marks if such marks are destroyed by Contractor through Contractor's negligence prior to their authorized removal.

1.17 ARCHEOLOGICAL MONITORING

The Antiquities Code of Texas, established by Article 6145-9 of Vernon's Texas Civil Statutes, applies to this project. Violations of the Code are subject to penalties as provided by the Code. Copies of the Code may be obtained from the Texas Antiquities Committee, P. O. Box 12276, Austin, Texas.

1.18 RECORD DRAWINGS

- A. The Contractor shall maintain on a separate set of the contract documents a record of all changes made during construction. The Contractor shall be responsible for keeping these records and neatly noting with colored pencil or ink all changes. Progress payments will not be made to the Contractor unless such records are maintained.
- B. "Record Drawings" shall be turned over to the Owner/Engineer at the completion of the project. Final payment will not be made until "Record Drawings" have been received and accepted by the Owner/Engineer.

1.19 BUILDER'S RISK

Builder's Risk Insurance will not be required for this project. The Contractor is solely responsible for all partially completed and/or fully completed work until full payment is made for that work item.

1.20 EXPERIENCE

All bidders must have done a like project within the last five years. Failure to satisfy relevant experience requirements will result in rejection of the bid. Bidders shall include information regarding all such projects on the Qualifications Statement form. The County reserves the right to reject any bid if, in the opinion of the County Engineer, the bidder does not possess the required relevant experience.

1.21 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 to the project. Traffic control shall comply with Texas Department of Transportation "Standard Specifications for Construction of Highways, Streets and Bridges", Item 502, "Barricades, Signs and Traffic Handling".

1.22 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.

1.23 SPECIAL FUNDING AGENCY REQUIREMENTS

41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be effective until January 1, 2017.

- A. This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified

acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award

PART 2 – PRODUCTS

2.01 CONSTRUCTION MATERIALS

- A. Materials: All materials shall be new and of the quality specified. Materials shall be free from defects. Where manufacturer's names are mentioned in the specifications, it has been done in order to establish a standard of quality and construction, not to preclude the use of equal or superior materials or products of other manufacturers. However, substitutions must have Engineer's prior approval. Unless otherwise indicated in the specifications or drawings, equipment and material shall be installed in accordance with the manufacturer's recommendations and shall include such tests as manufacturer recommends.
- B. Storage and Protection of Materials: All materials shall be suitably stored to be protected from damage. Water-tight storage facilities of suitable size with floors raised above the ground shall be provided for all materials subject to damage from exposure to the weather. Other materials shall be stored on blocks off the ground. Materials shall be stored to permit easy access for inspection and identification. Any material which has deteriorated, become damaged or otherwise unfit for use shall not be used in the work (as judged by Engineer). Upon completion of all work, or when directed, the Contractor shall remove storage facilities from the site.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

BID FORM

BID FORM

**CONSTRUCTION-BOLIVAR PENINSULA BEACH AND DUNE RESTORATION
COUNTY OF GALVESTON, TEXAS**

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

EXCEPTIONS (if no exceptions are taken, state NONE):

THE COMPANY 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 Form	_____
5. Vendor Qualification Packet	_____
6. Debarment Certification Form	_____
7. Non-Collusion Affidavit	_____
8. Contractor's Qualification Statement	_____
9. Form CIQ	
10. Payment Terms:	_____net 30 _____Other

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 this bid package.

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: _____

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for this project. Bidder also agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County for the prices in this proposal.

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid. Also enclosed is a Qualifications Statement that documents required relevant experience.

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.

1. BASE PRICE

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1	Mobilization/Demobilization ⁽³⁾	1 LS	\$ _____	\$ _____
1.2	Construction Surveying	1 LS	\$ _____	\$ _____
1.3	Beach Nourishment (Measured in Place. Material from Contractor Furnished Imported Sand) ^(4,5)	81,000 CY	\$ _____	\$ _____
1.4	Dune Restoration (Measured in Place. Material from Contractor Furnished Imported Sand) ^(4,5)	9,000 CY	\$ _____	\$ _____
1.5	Dune Planting and Sand Fencing	1 LS	\$ _____	\$ _____
1.6	Project Sign	1 LS	\$ _____	\$ _____
1.7	Acceptance Aerial Photograph	1 LS	\$ _____	\$ _____
TOTAL BASE PRICE (ITEMS 1.1 THRU 1.7):				\$ _____

DOLLARS

(Total Base Price in Words)

2. ADDITIVE NO. 1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
2.1	Additional Beach Nourishment (Measured in Place. Material from Contractor Furnished Imported Sand) ^(4,5) , including surveys	5,000 CY	\$ _____	\$ _____
TOTAL ADDITIVE NO. 1 PRICE (ITEM 2.1):				\$ _____

DOLLARS

(Total Additive No. 1 Price in Words)

3. ADDITIVE NO. 2

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
3.1	Additional Beach Nourishment (Measured in Place. Material from Contractor Furnished Imported Sand) ^(4,5) , including surveys	5,000 CY	\$ _____	\$ _____
TOTAL ADDITIVE NO. 2 PRICE (ITEM 3.1):				\$ _____

DOLLARS

(Total Additive No. 2 Price in Words)

4. ADDITIVE NO. 3

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.1	Additional Beach Nourishment (Measured in Place. Material from Contractor Furnished Imported Sand) ^(4,5) , including surveys	5,000 CY	\$ _____	\$ _____
TOTAL ADDITIVE NO. 3 PRICE (ITEM 4.1):				\$ _____

DOLLARS

(Total Additive No. 3 Price in Words)

5. ADDITIVE NO. 4

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
5.1	Additional Beach Nourishment (Measured in Place. Material from Contractor Furnished Imported Sand) ^(4,5) , including surveys	5,000 CY	\$ _____	\$ _____
TOTAL ADDITIVE NO. 4 PRICE (ITEM 5.1):				\$ _____

DOLLARS

(Total Additive No. 4 Price in Words)

Notes:

- (1) Respondent will be required to provide material, labor, and applicable sales tax breakdown on all prices prior to award.
- (2) Unit Prices are for installed items, and include all costs of materials, labor, profit, overhead, and subsidiary costs.
- (3) The price for Mobilization/Demobilization shall not exceed 10% of the total Base Price Amount.
- (4) Fill material for beach and dune nourishment shall be measured in place (not through truck tickets, or other methods) and provided from Contractor -furnished offsite borrow sources. Contractor shall be responsible for all material excavation, loading, and hauling of beach fill material.
- (5) Quantities shown for beach and dune nourishment (Items 1.3, 1.4, 2.1, 3.1, 4.1, AND 5.1) are maximum contract quantities. Contractor's pay volumes shall not exceed the amounts shown without a contract adjustment (change order).

ALL BASE BID AND ADDITIVE ITEM WORK SHALL BE COMPLETED PRIOR TO DECEMBER 31, 2016.
 (Completion time does not include 90-day plant survivability warranty period)

STANDBY TIME

At any time during the contract performance period, the Owner may issue a temporary stop work order and activate standby time provisions. If activated, standby time will be paid to the Contractor based on actual rental rates of equipment and labor rates of personnel on site during that time, or based on the stated rates, whichever is less:

- 6.1 Daily Rate (Up to 6 Days) \$ _____/DAY
- 6.2 Weekly Rate (Up to 4 Weeks) \$ _____/WK

The Owner reserves the right to activate, or not to activate, standby time provisions, as it deems appropriate, in the form of a change order to the contract.

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) \$ _____

CONTRACTOR'S QUALIFICATIONS STATEMENT

CONTRACTOR'S QUALIFICATIONS STATEMENT

Required as a statement of qualifications to Galveston Count prior to contract award for ITB #B161018 CONSTRUCTION - BOLIVAR PENINSULA BEACH AND DUNE RESOTRATION.

CONTRACTOR:

Firm _____

Address _____

City _____ State _____ Zip Code _____ Tel. (____) _____

____ Individual ____ Partnership ____ Corporation incorporated under the laws of the State of _____

With principal place of business in: City _____, State _____

Principals in Firm:

<u>Name</u>	<u>Title</u>	<u>Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FIRM HISTORY: List firm history below including any other business names used.

From _____ to _____ Firm Name _____

Address _____ City _____ State _____

From _____ to _____ Firm Name _____

Address _____ City _____ State _____

From _____ to _____ Firm Name _____

Address _____ City _____ State _____

Has firm, under its current or former name(s), ever been charged liquidated damages for late completion of a project, failed to complete a project, defaulted on a contract, or been engaged in litigation over a contract? Yes No
If so, state particulars of most recent occurrence on separate sheet(s) and attach to this form.

CONSTRUCTION CAPABILITIES: List construction experience of principal individuals of your organization.

<u>Name</u>	<u>Present Position or Office</u>	<u>Years Experience</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FIRM'S WORK VOLUME: Indicate average annual construction volume \$ _____

Indicate percentage of this volume by construction categories:

Dredging	_____ %	Bulkhead	_____ %	Revetment	_____ %
Building	_____ %	Mech.-HVAC.....	_____ %	Highway/Roads ..	_____ %
Electrical	_____ %	Utility Lines	_____ %	Earthwork	_____ %
Plumbing.....	_____ %	Utility Plants.....	_____ %	Site Work	_____ %

FINANCIAL CAPABILITIES: Financial information summarized below was prepared by:

Firm _____ Address _____

City _____ State _____ Zip _____

The person familiar with the statement is: Name _____ Tel. (____) _____

FINANCIAL STATEMENT SUMMARY:

Current Assets _____ Current Liabilities _____

Fixed Assets _____ Net Worth _____

Total Assets..... _____ Total Liabilities & Net Worth..... _____

BONDING REFERENCES: Indicate agency through which bonding requirements will be obtained.

Agency _____ Address _____

City _____ State _____ Zip _____

Agent's Name _____ Tel. (____) _____

Agent(s) with Power of Attorney from Bonding Company (name(s)) _____

_____. Expiration date of Power of Attorney _____

BONDING COMPANY: _____ Address _____

City _____ State _____ Zip _____

Bonding Company representative to contact for verification:

Name _____ Tel. (____) _____

BANKING REFERENCES:

BANK: _____ Address _____

City _____ State _____ Zip _____

Individual familiar with account _____ Tel. (____) _____

CONSTRUCTION PERFORMANCE RECORD: List three projects (a minimum of one beach and or dune nourishment project) that are at least 30% complete or have been completed within the last five years. Project references similar to this project are preferred and additional information may be attached to this form.

1. Project Title _____
Description of Work _____
Project Location _____
Project Number _____ Contract Amount \$ _____
Project Owner (Firm or Agency) _____
Address _____ City _____ State _____
Owner / Owner's representative familiar with details of the project (name) _____
Telephone (____) _____ Project percent complete ____ % If completed, date completed _____

2. Project Title _____
Description of Work _____
Project Location _____
Project Number _____ Contract Amount \$ _____
Project Owner (Firm or Agency) _____
Address _____ City _____ State _____
Owner / Owner's representative familiar with details of the project (name) _____
Telephone (____) _____ Project percent complete ____ % If completed, date completed _____

3. Project Title _____
Description of Work _____
Project Location _____
Project Number _____ Contract Amount \$ _____
Project Owner (Firm or Agency) _____
Address _____ City _____ State _____
Owner / Owner's representative familiar with details of the project (name) _____
Telephone (____) _____ Project percent complete ____ % If completed, date completed _____

I hereby certify that all information provided above and attached is true and correct.

Name of Firm

Signature of Owner or Officer

Title of Person Signing

Date

CONTRACT AWARD FORM

AFFIDAVIT AND SURETY FORMS

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 ___

CONTRACTOR:

Address:

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

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:

CONTRACT FOR:

PROJECT:
(name, address)

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 TO FINAL PAYMENT

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

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,

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

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment 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):

NON-COLLUSION AFFIDAVIT

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 #B161018 Construction-Bolivar Peninsula Beach and Dune Restoration**
- 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 _____, 2016.

Notary Public

My Commission Expires: _____

DEBARMENT FORM



County of Galveston

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

Solicitation Number: BID #B161018

Solicitation Title: CONSTRUCTION-BOLIVAR PENINSULA BEACH AND DUNE
RESTORATION

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.

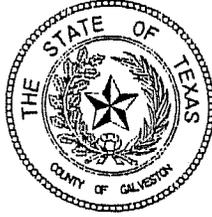
Name of Business

Date

By: _____
Signature

Printed Name & Title

VENDOR QUALIFICATION PACKET



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:
3.	Billing / Remit Address:			
	City:		State:	Zip+4
4.	Main Contact Person:			
	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.

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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 1-800-368-4484. 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

¹ List 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.

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

³ You 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.

⁴ List 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

OFFICE USE ONLY

Date Received

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

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

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

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

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

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

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

3 Name of local government officer about whom the information 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

DIVISION 01

GENERAL REQUIREMENTS

DIVISION 01 – GENERAL REQUIREMENTS
SECTION 01100 – PERMITS

PART 1 – GENERAL

1.01 OWNER-OBTAINED PERMITS

A. The Owner will obtain the following permits:

1. U.S. Army Corps of Engineers Permit No. SWG-2007-00391 (See Appendix A).
2. Texas Parks & Wildlife Department Sand, Shell, Gravel and Marl permit (not required).

B. The Contractor shall comply with all provisions contained in these permits. Where dimensions or configurations conflict between the Contract Drawings and the Permit Drawings, the dimensions or configurations shown on the Contract Drawings shall govern.

1.02 CONTRACTOR-OBTAINED PERMITS

Any other necessary permits not mentioned in Paragraph 1.01 shall be the responsibility of Contractor. For all Contractor-obtained permits, Contractor shall make application for and pay for any necessary permit fees, temporary or permanent utility interruption fees, and/or re-location fees. Contractor-obtained permits include the following:

1. Texas Commission on Environmental Quality (TCEQ) Storm Water Program TPDES General Permit TXR150000 (See Technical Specification Section 01165 and Appendix B).

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

DIVISION 01 – GENERAL REQUIREMENTS
SECTION 01165 – STORM WATER POLLUTION PREVENTION PLAN

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This section covers construction activities at Contractor’s staging areas (i.e., “laydown yards”). In addition to the requirements set forth in this specification, refer to specification Section 01166, Environmental Protection Measures” for environmental requirements.
- B. Contractor shall develop a plan, obtain required permits, and provide and maintain required protection devices for any potential storm water issues similar to those discussed herein.
- C. This project may be subject to Texas Commission on Environmental Quality (TCEQ) Texas Pollution Discharge Elimination System (TPDES) Construction Storm Water Discharge Regulations and Requirements. It is the responsibility of Contractor, not Owner or A/E, to determine if a TPDES permit is required. As applicable (Refer to Paragraph 3.6), Contractor shall execute a Notice of Intent, Notice of Termination, Notice of Change, and all other required forms, and implement a Storm Water Pollution Prevention Plan (SWPPP). Contractor shall comply with all reporting and inspection requirements set forth in the TPDES regulations.

1.2 INTRODUCTION

- A. The Storm Water Pollution Prevention Plan (SWPPP) describes the terms and conditions of the TPDES General Permit Coverage Notice (No. TXR15000, Provided in Appendix B) authorizes the storm water discharge from construction sites meeting certain criteria. The purpose of the SWPPP is to:
 - 1. Identify potential sources of pollution which may reasonably be expected to affect the quality of the storm water discharged from this site.
 - 2. Describe the practices which will be used to reduce the pollutants from the storm water discharge associated with this site.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.1 STORMWATER POLLUTION CONTROLS

At a minimum, provide stormwater pollution controls and stabilization measures in accordance with the construction drawings.

3.2 OTHER CONTROLS

- A. Waste Disposal:
 - 1. No solid materials, including any building materials, shall be discharged to the waters of the United States. Discharge of a hazardous substance or oil into the storm water system

is not permitted and subject to reporting requirements. Refer to Part III, B, of the TPDES general permit for specific guidelines.

2. Substances that have the potential for polluting surface and/or groundwater must be controlled by whatever means is necessary in order to ensure that they do not discharge from the site.
3. Spraying water or solvents to wash vehicles and equipment is prohibited at the project site.

B. Dust Control:

1. Minimize and/or control wind-blown dust at all times including non-working hours.
2. Spraying water for dust control is prohibited at the project site.
3. After construction, the site shall be stabilized as described elsewhere in this plan in order to control dust.

C. Material Storage:

Chemicals, paints, solvents, fertilizers and other toxic material shall be stored in waterproof containers. Except during applications, the contents shall be kept in trucks or in storage facilities. Runoff containing such materials shall be collected, removed from the site and disposed of at an approved solid waste or chemical disposal facility.

D. Control and Disposal of Hazardous Wastes:

1. Hazardous wastes are defined in 40 CFR 261. Hazardous wastes that are produced as a result of performing work under this contract shall be handled, stored, transported, and disposed of according to 40 CFR 262, where applicable. Prevent hazardous wastes from entering the ground, drainage areas, and surface waters. Immediately notify the Engineer of hazardous material spills.
2. The above requirements are not intended to be all inclusive. Contractor is responsible for meeting all federal, state, or local requirements.

3.5 MAINTENANCE AND INSPECTIONS

- A. All stabilization measures are to be in place within 14 days after construction has ceased in that disturbed area. This applies unless construction activity will resume within 21 days of the time activity ceased. All erosion and sediment control measures shall be checked every 7 days and within 24 hours following a rainfall of 0.5 inches or greater. All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- B. Locations where vehicles and equipment enter or exit shall be inspected for evidence of off-site sediment tracking. This may require addition of crushed stone and/or clean out of any structures holding sediment. All materials that have been deposited on the roadway or any structural controls shall be removed. Sediment traps shall be checked regularly and cleaned out if sediment has built up in the trap.

- C. Seeded and vegetative ground cover will be regularly checked to see that a good stand is maintained. A ground cover density of 70% or greater must be maintained. Conditions may require reseeding, fertilization, or water. Areas used for storage of equipment or materials also require inspection. Inspections of disturbed areas shall be performed by qualified personnel that are provided by the Contractor. Areas used for storage of equipment or materials shall also be inspected for possible storm water pollutant sources, such as oil, hydraulic fluid, fuels, leaks, etc.
- D. Based on the results of these inspections, any required modifications to the plan shall be accomplished within 7 days of inspection. This plan also requires that implementation of the modified plan occur within 7 days of inspection.
- E. A report summarizing the scope of the inspection, name(s), and qualifications of personnel making the inspection shall be made following inspection. The date of the inspection, major observations and actions taken to implement the storm water pollution prevention plan shall be also included and made part of this plan.

3.6 SUMMARY OF PERMIT REQUIREMENTS

- A. It is anticipated that the areas requiring a SWPPP for this project will be limited to staging/laydown locations and truck/beach access area which are less than five acres. These areas are expected to meet the classification for a "Small Construction Site" and, as such, may not require submittal of a Notice of Intent (NOI). As determined by Contractor to be applicable, comply with the following requirement of the TPDES general permit for Small Construction Sites:
 - 1. Contractor shall develop a SWPPP according to the provisions of the general permit that covers the entire staging/laydown area. SWPPP shall be implemented prior to commencing construction activities.
 - 2. Contractor shall sign and certify a completed construction site notice (see Appendix B), post the notice at the construction site in a location where it is safely and readily available for viewing by the general public, local, state, and federal authorities prior to commencing construction, and maintain the notice in that location until completion of the construction activity.
 - 3. Contractor shall provide a copy of the signed and certified construction site notice to the operator of any municipal separate storm sewer system receiving the discharge at least two days prior to commencement of construction activities.

3.7 FORMS

- A. Blank forms that are referenced to in this plan are included in Appendix B.
 - 1. Notice of Intent
 - 2. Notice of Termination
 - 3. Inspection Report
 - 4. Contractor Certification
 - 5. Owner Certification
- B. Notices of Intent (when required) must be signed by the Contractor and mailed to the appropriate address as indicated on the form a minimum of 7 (seven) days prior to commencing construction activities.

- C. In lieu of mailing a hard copy of the NOI, the Contractor can complete the application and apply online in accordance with the instructions included on the NOI form.

END OF SECTION

DIVISION 01 – GENERAL REQUIREMENTS
SECTION 01166 – ENVIRONMENTAL PROTECTION MEASURES

PART 1 – GENERAL

1.01 SUMMARY

This section covers prevention of environmental pollution and damage as the result of construction operations under this Contract and for those measures set forth in the other Specifications. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants. The environment shall be protected and all natural resources shall be preserved during construction. All Federal, State, and local laws and regulations shall be complied with during construction.

1.02 CONTRACTOR FACILITIES

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas approved by the Owner. Materials required for the project will be transported as needed to the work site. To the extent practicable, all vehicles and equipment must use common pathways. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Owner. Disposal areas shall not be located in any wetlands, water body, or stream bed. All vehicles and equipment shall be properly maintained so they are not leaking grease or oil in any wetlands, water body, or stream bed. Fuel and lubricate equipment in a manner that protects against spills and evaporation. Provide a berm with impervious liner around fuel and liquid chemical storage tanks to contain the tank contents in the event of a leak or spill. No refueling shall be done onsite unless approved by Owner in advance with acceptable spill protection measures.

1.03 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record on daily reports any problems in complying with laws, regulations, and ordinances and corrective action taken. Any damage caused by the Contractor during construction shall be repaired, replaced, or restored to the satisfaction of Engineer.

1.04 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

1.05 VOLATILE ORGANIC COMPOUNDS (VOC)

Contractors are required to comply with the Local, State, and Federal VOC laws and regulations and shall have an acceptable VOC compliance plan. The plan shall demonstrate that the use of paints, solvents, adhesives, and cleaners comply with local VOC laws and regulations governing VOC materials and that all required permits have been obtained or will be obtained prior to starting work involving VOC's. An acceptable compliance plan shall contain, as a minimum, a listing of each materials subject to restrictions in the air quality management district in question, the rule governing its use, a description of the actions which the Contractor will take, a description of the actions which the Contractor will use to comply with the laws and regulations, and any changes in the status of compliance during the life of the Contract. Alternatively, if no materials are subject to the restrictions of the air quality management district where the work will be performed, or if there are no restrictions, the compliance plan shall so state.

1.06 PROTECTION OF ENVIRONMENTAL RESOURCES

- A. General: The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine his activities to areas defined by the Drawings and Specifications. Environmental protection shall be as stated in the following subparagraphs.
- B. Protection of Land Resources: Prior to the beginning of any construction, the Contractor shall identify all land resources to be approved by the A/E. Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Owner. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized.
- C. Protection of Water Resources: The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities which are included in this Contract. Refer to specification Section 01100, "Permits" for Special Conditions pertaining to water quality. The Contractor is responsible for maintaining area drainage during construction. Water shall not be allowed to pond on any roadway surface, and runoff from adjacent properties shall not be impeded by Project Work.
- D. Protection of Air Resources: The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the State of Texas Clean Air Act implemented in 1967, and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained for those construction operations and activities specified in this section. Special management techniques as set out below shall be implemented to control air pollution by the construction activities that are included in the contract.
- E. Particulates Control: The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, excavated areas, borrow areas, demolition areas and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in paragraph 1.06D above to be exceeded or which would cause a hazard of a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or

other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. During sand blasting, provide tarp drop cloths and windscreens under and around blasting operations to confine and collect dust, sand, paint and other debris.

- F. Protection of Fish and Wildlife Resources: The Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to and damage of fish and wildlife. Prior to beginning of construction operations, the Contractor shall list species that require specific attention and describe measures for their protection. Refer to specification Section 01100, "Permits" for Special Conditions pertaining to protection of endangered and/or protected species.

1.07 CONTROL AND DISPOSAL OF WASTES

- A. Hazardous Waste: Hazardous wastes are defined in 40 CFR 261. Hazardous wastes that are produced as a result of performing Work under this Contract shall be handled, stored, transported, and disposed of according to 40 CFR 262, where applicable. Prevent hazardous wastes from entering the ground, drainage areas, and surface waters. Immediately notify the Engineer of hazardous material spills.
- B. Sanitary Waste: All sanitary waste shall be collected by a licensed sanitary waste management contractor from the portable units as necessary, or as required by local regulation.
- C. Construction Debris: The Contractor shall collect and properly dispose all trash and construction debris in accordance with all local and state solid waste management regulations and practices. No construction waste material shall be buried within the Project limits. The Contractor shall store all waste materials in approved metal dumpsters or other containers approved by the Engineer. The dumpster shall be emptied as necessary or as required by local and state regulation and the contents hauled away for proper disposal.

1.08 FACILITY AND PROJECT SITE INGRESS/EGRESS

Contractor shall maintain and clean ingress/egress access points to staging areas, project site, and other project facilities. All materials that have been deposited on the roadway or any structural controls shall be removed.

1.08 POST CONSTRUCTION CLEAN UP

The Contractor shall clean up areas used for construction to the satisfaction of the Engineer.

1.09 RESTORATION OF DAMAGE

The Contractor shall restore all features damaged or destroyed during construction operations outside the limits of the approved Work areas. Such restoration shall be in accordance with the plan submitted for approval by the Owner. This work will be accomplished at the Contractor's expense without compensation.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

DIVISION 01 – GENERAL REQUIREMENTS
SECTION 01250 – MEASUREMENT AND BASIS OF PAYMENT

PART 1 – GENERAL

1.01 SUMMARY

The extended prices stated on Contractor's Bid Proposal Form will be considered maximum Contract prices with unit price provisions. Unit price provisions are for Owner's convenience in adjusting extended prices based on quantity adjustments resulting from Owner-initiated Change Orders. The extended prices shall be full compensation for furnishing all labor, materials, tools, equipment, plant supplies, superintendence, insurance, incidentals, services, overhead, and profit necessary to complete the construction of the various items of Work. It is not the intent to itemize each and every labor, material, or incidental requirement. Any requirement, explicit or implied, as determined by the Owner for Project completion and not specifically listed on the Contractor's Bid Proposal Form shall be included in items with which they are considered subsidiary. Any item not specifically identified as an Additive Price shall be considered as part of the Base Price, unless specified otherwise.

1.02 QUANTITIES AND MEASUREMENTS

A. Quantities: All quantities of Work stated on the Contractor's Bid Proposal Form are nominal estimates, computed by Engineer, based on the Contract Documents. Contractor shall verify these quantities by preparing his own estimates. In any case, prices stated shall reflect all Work required by the Contract Documents. No quantity adjustment shall be made for work performed outside the specified lines and grades, nor work completed within its specified tolerance.

B. Measurements:

1. Only conventional measurements (length, area, and/or volume) shall be made to compute the quantities of Work stated on the Contractor's Bid Proposal Form. Measurement of beach and dune nourishment quantities will be of material in place (within the beach and dune template). Weight, load size/counts, and production rate/time shall not be valid measurement techniques.
2. Contract Adjustments: The Owner reserves the right to adjust the quantities of Work stated on the Contractor's Bid Proposal Form as it deems appropriate. Adjustments must be in form of a Change Order to the Contract.

1.03 BASIS OF PAYMENT

A. Mobilization: Prices stated on the Contractor's Bid Proposal Form for Mobilization/Demobilization shall not exceed ten percent (10%) of the Total Base Price. Payment for mobilization will not exceed seventy percent (70%) of the amount stated for Mobilization/Demobilization. This lump sum amount shall include all costs in connection with the mobilization and demobilization of all plant and equipment necessary to perform the Work.

B. Unit Price Provisions:

1. Extended prices stated on the Contractor's Bid Proposal Form shall be considered maximum Contract prices (Lump Sum) unless the quantities of work are adjusted by an Owner-initiated Change Order.
2. If quantities of work are adjusted by the Owner, the cost or credit to the Owner shall be computed in accordance with the unit prices stated on the Contractor's Bid Proposal Form or unit prices derived from Lump Sum/Extended Prices with respect to actual quantity of work.

C. Lump Sum/Progress Payments: Lump Sum Work items listed on the Contractor's Bid Proposal Form will be paid for according to the estimated percentage of Work completed for each item. This amount shall be full compensation for completed in-place Work. The Engineer will be the sole judge and make the final decision as to the percentage complete of each item and the monetary amount for progress payments to the Contractor.

D. Payment for Measured Quantities:

1. Payment for measured beach and dune nourishment Work items listed on the Contractor's Bid Proposal Form will be for in place sand volume based on the percentage of Work completed as substantiated by Engineer's site observations and topographic/bathymetric surveys, plots, and quantity computations in accordance with Section 02000, "Construction Surveying."
2. Payment for measured dune planting Work items listed on the Contractor's Bid Proposal Form will be based on the percentage of Work completed as substantiated by photographic documentation and Engineer's site observation in accordance with specification Section 02900, "Dune Planting," paragraphs 3.05, C & D. Retainage withheld from Contractors progress payments for dune planting will not be released prior to Final Acceptance (greater than 75% survival rate).

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

DIVISION 02

SITWORK

DIVISION 02 – SITEWORK
SECTION 02000 – CONSTRUCTION SURVEYING

PART 1 – GENERAL

1.01 SUMMARY

Construction Surveying includes furnishing materials, labor, and equipment for topographic and hydrographic surveying where required under the Contract Documents.

1.02 RELATED SECTIONS

Section 01250 – Measurement and Basis of Payment
Section 02224 – Beach Nourishment

1.03 REFERENCES

Publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

USACE (2013). Hydrographic Surveying. EM 1110-2-1003, U.S. Army Corps of Engineers, Washington, DC, misc. paginated.

Federal Geographic Data Committee Publications:

FGDC-STD-007.3-1998	Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy
FGDC-STD-008-1999	Content Standards for Digital Orthoimagery

1.04 SUBMITTALS

Submittals to Engineer under this section include the following:

1. Name of Registered Professional Land Surveyor (Paragraph 1.05, A)
2. Surveying Plan (Paragraph 1.05, B)
3. Survey Notification (Paragraph 1.06)
4. Survey Submittal Log (Paragraph 3.03, D)
5. Beach and Dune Surveys and Quantity Computations (Paragraph 3.05)
6. Aerial Photography (Paragraph 3.08)

1.05 QUALITY ASSURANCE

- A. General: All survey plots submitted to Engineer shall be sealed by a professional land surveyor registered in the State of Texas having experience in beach profile and bathymetric surveying and familiar with the hydrographic surveying guidelines in USACE (2013). Prior to commencing Work, Contractor shall provide name and credentials of professional land surveyor who will oversee surveys.
- B. Surveying Plan: As part of the Construction Plan required under Specification Section 02224, “Beach Nourishment,” Contractor shall provide description of methods and equipment to be applied for required surveys (refer to Tables 1 and 2 below) as well as quality control and quality assurance (QA/QC) procedures to be applied. Refer to USACE (2013) for QA/QC guidelines.

- C. Transducer Frequency: Where fathometers/echo sounders are applied for bathymetric surveys, transducer frequency shall be consistent between initial and final surveys within any particular area.

1.06 NOTIFICATION PRIOR TO COMMENCEMENT OF SURVEYING ACTIVITIES

Contractor shall notify Engineer in writing at least 3 days prior to the commencement of surveying activities so that he may have the opportunity to accompany the survey crew and witness the work.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 GENERAL

Contractor shall provide initial and final surveys for measurement and acceptance of Work items. Plots showing initial and final lines and grades and quantity computations shall accompany all payment requisitions. Refer to Table 1 for a general summary of the required surveys.

Table 1. Summary of Required Beach and Dune Surveys.		
Survey	Intended Purpose	Submittal(s) Schedule
Initial	Initial surveys shall be performed prior to any material placement to serve as baseline for quantity (volume) computations (used for payment substantiation) throughout progression of Work.	Within 3 days of completion of survey
Final	Final surveys shall be performed after placement of material from imported beach fill source to serve as basis for quantity (volume) computations (used for payment substantiation) and grading/dressing (for acceptance) throughout progression of Work.	With monthly payment requisitions

3.02 SURVEYING METHODS

Methods, equipment, and accuracy for surveying shall meet or exceed the requirements of Table 2. Contractor shall obtain approval from Engineer prior to use of alternative methods and equipment.

Table 2. Required Surveying Methods, Equipment, and Accuracy	
Surveying Method^[1]	Acceptable Applications and Restrictions
Walking/wading rod-based surveys with electronic total station, and/or RTK GPS	Acceptable for surveying dune, dry beach, and nearshore areas.
Survey sled ^[2] towed with boat or personal watercraft	Acceptable for surveying everywhere except dunes.
Fathometer/echo sounder ^[3] on survey vessel	Acceptable for surveying beach seaward of surf zone ^[4] .
Fathometer/echo sounder ^[3] on personal watercraft	Acceptable for surveying beach seaward of surf zone ^[4] .

Notes:

- (1) Minimum vertical and horizontal accuracies for all surveying methods shall be $\pm 1.5''$ and 1 ft RMS, respectively. GPS-based systems shall not be applied without establishing a local base station.
- (2) Refer to USACE (2013), Section 18-18, for description of survey sled systems.
- (3) For all fathometers/echo sounders applied for surveys of Beach Nourishment Area, an RTK rover capable of 5 HZ update rate and near-zero latency shall be provided on vessel/personal watercraft with local base station provided on shore. Transducers shall have a minimum transducer frequency of 200 kHz for bathymetric surveys.
- (4) "Surf Zone" shall be defined as approximate nearshore zone where predominant wave breaking occurs. Width of surf zone will increase as offshore wave heights increase.

3.03 SURVEY PLOTS

A. All construction surveys submitted to Engineer shall be in the form of plan-view and cross-section plots and digital data. All surveys shall be referenced to the project datums shown on the Drawings. Plots shall be submitted as hard copies and transmitted digitally in PDF and AutoCAD format. All plots shall legibly and clearly display the following information:

1. Project name
2. Professional Land Surveyor's seal, signature, and business affiliation
3. Date(s) surveys were performed
4. Location and description of survey control
5. Vertical and horizontal datums
6. Sheet name and number
7. Name of Contractor
8. Drawing scale(s)
9. Transducer frequency (if fathometer/echo sounders used)
10. Beach and Dune Placement templates

B. Plots for Beach and Dune Area surveys shall include the following:

1. Plan sheets clearly documenting locations, limits, and dimensions of completed Work (as applicable) and locations where cross sections were taken.
2. Cross-section sheets providing an overlay of sequential survey transects (as applicable) along with specified templates.
3. Cross-sectional areas (in square feet) for each section calculated by comparing the initial and final surveys.
4. Beach and dune volumes calculated using the average end area method.
5. For final survey, plots shall comprise a well-organized stand-alone set of drawings that does not include any outdated or superseded information.

C. Digital Data: In addition to plots, all survey submittals shall include digital data on labeled CD or DVD. Digital data shall include the following:

1. A submittal log documenting surveys submitted to date with descriptors for survey dates and locations.
2. AutoCAD files
3. 3D ASCII "XYZ" files

4. For beach and dune cross-sections, provide data as "Distance-Elevation" points with distances referenced to the construction baseline in feet (one file for each cross section). Format shall be BMAP/RMAP or other format approved by Engineer.

3.04 SURVEY TRANSECTS

Beach and Dune Area: Survey transects shall consist of beach and dune cross-sections taken with azimuths perpendicular to the project baseline at 100 ft intervals starting at Station 14+00 and ending at Station 68+00 for Base Bid work. Additional transects taken on 100 ft intervals will be required for each awarded Additive Bid Item. Along each transect, survey shots shall be taken at all significant grade breaks and with enough frequency to clearly delineate the dune placement area, beach berm and slopes, as well as bars and troughs across the surf zone. In no case shall horizontal spacing of survey shots exceed 20 ft. For Stations 14+00 to 24+00 (dune only section) cross-sections shall extend from 20 ft landward of the landward toe of the dune template to the -2.0 ft NAVD'88 contour. For Stations 25+00 to 68+00 (or end of awarded beach template) cross-sections shall extend from 20 ft landward of the landward toe of the dune or the vegetation line (in areas without dune restoration) to either (1) the most seaward limit of fill placement or (2) the -8.0 ft NAVD'88 contour, whichever is farther offshore.

Survey transects for initial and final surveys shall also be taken at virtual monuments 35 through 41 (including sub-monuments such as 35A, 35B, etc.). The locations of the virtual monuments are monuments provided in the drawings. These surveys will not be used for payment, rather they will be used for long term project monitoring.

3.05 BEACH AND DUNE AREA SURVEYS

As the beach nourishment construction progresses, Contractor shall perform initial and final surveys of the beach and dune area to measure quantities (volumes) for payment substantiation, verify required elevations and dimensions for acceptance of specific Work items, and document general progression of Work. Initial surveys shall not be performed more than 500 ft ahead of the approximate limit (i.e., "leading edge") of in-place beach fill material. Cross-sections surveyed during final surveys shall match locations established during initial surveys.

3.06 SURVEY EVALUATION

Engineer reserves the right to suspend work for up to ten (10) calendar days upon completion of surveying by Contractor to review survey results/findings and, if applicable, provide direction regarding interference or discrepancies encountered. Said suspension of work shall not suspend the contract time nor be construed as Standby Time.

3.07 AERIAL PHOTOGRAPHY

- A. Upon completion of all construction activities, a color vertical aerial photograph of the entire work area shall be provided. The photograph shall be professionally rectified and georeferenced in compliance with the standards described in FGDC-STD-008-1999. The photograph shall be referenced to the project horizontal datum shown on the drawings. Root mean square error shall be calculated using the method described in FGDC-STD-007.3-1998, reported in the accompanying metadata and shall not exceed 3.0 ft.
- B. Submittal shall include a high-resolution aerial photograph in print (1" = 200' scale), digital (TIF) format (with world file in ASCII format) and metadata specified in FGDC-STD-008-1999. Contractor shall provide notice to Engineer and name / contact information for aerial photography subcontractor a minimum of one week prior to execution of aerial photograph.

- C. Aerial photography shall also include a series (minimum of 6) of low-altitude, high-resolution oblique color aerial photographs in digital format that, at a minimum, cover the entire project area.

END OF SECTION

DIVISION 02 – SITEWORK
SECTION 02224 – BEACH NOURISHMENT

PART 1 – GENERAL

1.01 SUMMARY

This section shall govern all work necessary for supplying, hauling, and placing Contractor-furnished beach fill as beach and dune nourishment in accordance with these Specifications and applicable Drawings.

1.02 RELATED SECTIONS

Section 01100 – Permits
Section 01166 – Environmental Protection Measures
Section 01250 – Measurement and Basis of Payment
Section 02000 – Construction Surveying

1.03 REFERENCES

Publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

American Society for Testing and Materials (ASTM) Publications

C 117 Standard Test Method for Materials Finer than the 75 μm (N0. 200) Sieve in Aggregates by Washing

C 136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

D 1140 Standard Test method for Amount of Material in Soils Finer than the No. 200 Sieve

1.04 SUBMITTALS

Submittals under this section include the following:

1. Construction Plan (Paragraph 1.05, C)
2. Daily Activities Reports (Paragraph 1.05, D)
3. Gradation Tests (Paragraph 2.01, B)
4. Chemical Screening Tests (Paragraph 2.01, C)
5. Surveys (Refer to Specification Section 02000, “Construction Surveying”)

1.05 QUALITY ASSURANCE

A. Permits: Refer to Section 01100, “Permits.”

B. Environmental Protection Requirements:

1. Refer to Section 01166, “Environmental Protection Measures.”

- C. Construction Plan: Prior to commencing construction, Contractor shall provide a construction plan containing the planned procedure and timing for the Work to be performed. The construction plan will be reviewed by Engineer for general conformance with the design concept of the Project. The plan shall include the following:
1. Surveying Plan (Refer to Specification Section 02000, "Construction Surveying")
 2. Construction access routes to be utilized
 3. Layout, size, sequence, and schedule of beach/dune sections to be worked
 4. Plan for installation of safety fencing and warning signs (paragraph 1.06, B)
 5. Locations and utilization of any temporary stockpiles
 6. Sand placement methods
 7. Traffic Control Plan (for approval by Galveston County Engineer)
 8. Provide a list of all equipment, tools and machines, including sizes, capacities, & operating speeds, to be used in performance of the work
- D. Daily Activities Report: Provide a daily record of activities starting on the notice to proceed date and continuing through final acceptance. Records shall document general construction activities such as status of pre-construction submittals, mobilization/demobilization, equipment and personnel on site, percent project completion, approximate cubic yards of sand hauled and placed, and adverse weather or other problems that cause delays. Submit reports weekly.
- E. Contractor-Furnished Sand (Imported): An existing, Owner-approved sand source (included within Owner's USACE permit SWG-2007-00391) is listed within the project Drawings. Use of this site will not require additional approvals or testing. However, sand source material will be subject to the criteria in Part 2 - Products.
- F. Construction Observation: At the request of Owner or Engineer, Contractor shall provide personnel and equipment necessary to assist the Owner or Engineer with observing the work.

1.06 PUBLIC SAFETY

- A. Public Roads and Facilities: All construction access points utilized for the Work shall be secured and surrounded by construction barricades and/or safety fence in accordance with the Drawings and applicable laws and ordinances as necessary to protect the public. Routes and schedule for hauling beach fill material shall comply with the restrictions stated in the Drawings.
- B. Beach: Active work areas and construction access routes on the beach shall be delineated by safety fence and posted with warning signs to prevent inadvertent entry by public. Plan for fencing and warning signs shall be described in Construction Plan required under paragraph 1.05, C.
- C. Traffic Control Plan: Contractor shall prepare and submit a Traffic Control Plan as described in Construction Plan required under paragraph 1.05, C to Galveston County traffic engineering department at least five (5) working days prior to starting construction

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Contractor Furnished Imported Sand: Imported sand shall be beach-quality sand furnished by the Contractor. Sand shall be clean, non-organic, cohesionless, and free of deleterious substances, cementitious material, rocks, concrete, debris, shell and other than incidental quantities of shell fragments, organic impurities, and elongated or flat particles which are susceptible to degradation, and clay balls. Sand shall be classified as SW, SP, SC or SM in accordance with ASTM D2487 and have a maximum of 15% by weight of particles passing the #200 sieve when tested in accordance with ASTM D1140.
- B. Unsatisfactory Material: Material not meeting the above gradation criteria, containing brush, sod, topsoil, other perishable materials, rocks, and debris shall be considered unsatisfactory material and shall not be placed on the beach.

PART 3 – EXECUTION

3.01 SURVEYS

Refer to specification Section 02000, “Construction Surveying.”

3.02 BEACH FILL MATERIAL PLACEMENT AND DISTRIBUTION

- A. General: All beach fill material deposited within the beach and dune template shall be placed by mechanical means and brought to rest within the lines, grades, and cross-sections shown on the Drawings.
- B. Placement:
 - 1. Prior to placement of beach and/or dune fill material, all driftwood, concrete rubble, rock, timber, plastic, thick (12 inches or greater) mats of sargassum/seaweed, and/or similar debris lying within the foundation limits of the beach and dune template shall be removed from the Site.
 - 2. Prior to placement of sand within the dune template, any vegetation within the dune template shall be excavated to 6 to 12 inches below grade and located immediately adjacent to the dune template. This material shall be used to cap/complete the upper limits of the dune template. Contractor shall endeavor to maintain integrity of excavated dune plants during excavation, storage, and placement in dune template, but maintaining plant integrity is not required.
 - 3. Construction equipment shall not operate outside of the beach and dune template except for ingress and egress to and from the Site. Travel routes between the beach and dune areas and staging areas shall be coordinated with Engineer and Owner prior to initiation of construction activities.
 - 4. Except for leveling of escarpments as stated in paragraph 3.02, C.4, Contractor is not responsible for redistribution of beach fill material caused by waves within portions of the beach nourishment area previously surveyed and accepted.
- C. Grading and Dressing:
 - 1. Prior to Final Survey(s), the beach surface shall be smoothly and uniformly graded and dressed within the tolerances provided in the Drawings in order to eliminate any humps or

depressions. Contractor is not required to dress the fill below the water line to the slopes shown on the Drawings.

2. Prior to final surveys, the beach surface shall be graded to the widths, elevations, and tolerances shown on the Drawings.
3. Beach fill material deposited landward of the beach and dune templates shown on the Drawings shall be removed and graded back into the specified limits.
4. Throughout the duration of the construction period, any escarpments along the shoreline greater than 18 inches in height for a continuous length of 100 feet or more, shall be leveled so as to eliminate any potential safety hazard to the public. Escarpments shall be leveled along the entire project alignment until the Contractor receives a Certificate of Substantial Completion from the Owner, or unless otherwise notified.

3.03 ACCEPTANCE

- A. General: Beach and dune will be accepted for payment in 100 ft (min) lengths. Acceptance will be based on review of the initial and final surveys specified under Specification Section 02000, "Construction Surveying," and the requirements of paragraph 3.02 in this specification. For portions of beach and dune that have been accepted through final surveys, Contractor will not be responsible for loss of beach elevation and/or decreased berm width prior to final acceptance. However, leveling of escarpments is required as stated in paragraph 3.02, C.
- B. At each survey station (i.e., every 100 ft), the Beach and Dune Profile Construction Template shall be filled to the specified lines and grades (within stated tolerances) in order to be considered for acceptance. Material placed outside of the Beach and Dune Profile Construction Template will not be accepted nor be included in quantity computations that substantiate payment requisitions.

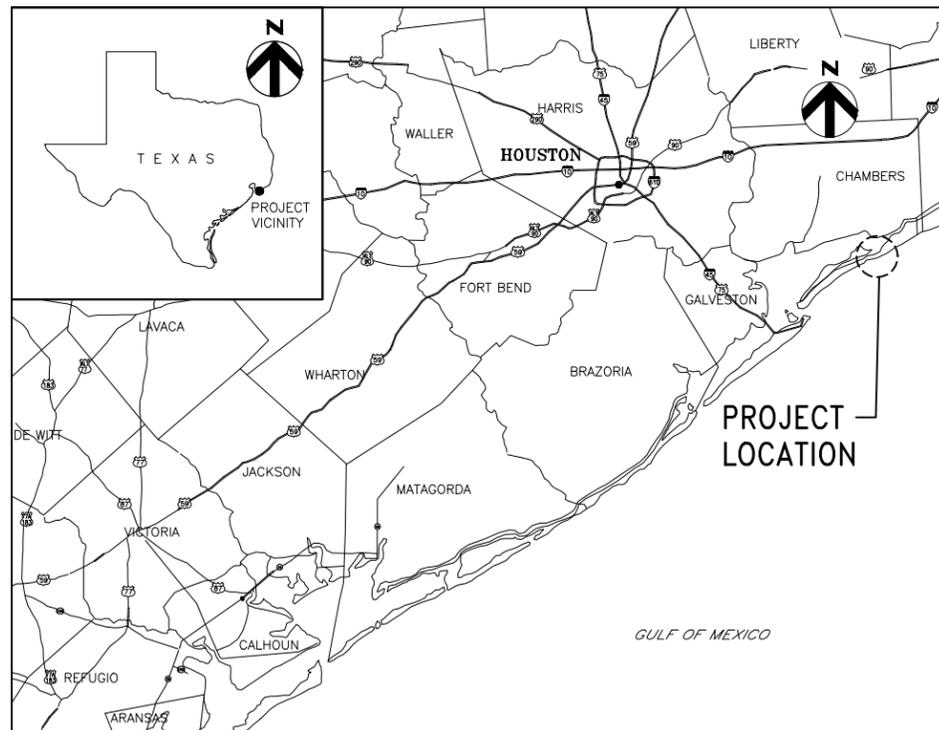
3.05 CLEANUP

- A. Cleanup: As work is completed, survey/grade stakes and other markers or obstructions placed by or for Contractor shall be promptly and completely removed as unsatisfactory material.
- B. Removal of Unsatisfactory Material: Material placed by Contractor on the beach that is classified as unsatisfactory according to paragraph 2.01.B, including clay balls, shall become the property of Contractor and be removed from the Project Site and disposed of in accordance with all applicable Federal, State, and local laws and regulations.

END OF SECTION

PLANS

PROJECT SPONSORS



Construction Drawings For

GALVESTON COUNTY CONSTRUCTION - BOLIVAR PENINSULA BEACH AND DUNE RESTORATION

CONTRACT NO. CON0099509

Project No.
258982

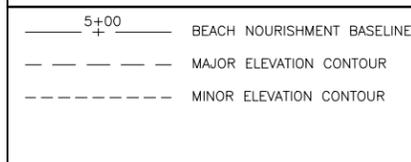
Galveston County, Texas
JULY 2016

INDEX OF DRAWINGS

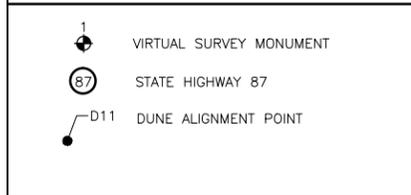
Sheet Number	Sheet Title
GENERAL	
00G-00	COVER SHEET AND INDEX
00G-01	SURVEY MAP, KEY MAP AND LEGENDS
00G-02	GENERAL NOTES AND SAND SOURCE MAP
CIVIL	
01C-01	EXISTING SITE PLAN 01
01C-02	EXISTING SITE PLAN 02
01C-03	EXISTING SITE PLAN 03
01C-04	EXISTING SITE PLAN 04
01C-05	EXISTING SITE PLAN 05
02C-01	PROJECT LAYOUT 01
02C-02	PROJECT LAYOUT 02
02C-03	PROJECT LAYOUT 03
02C-04	PROJECT LAYOUT 04
02C-05	PROJECT LAYOUT 05
03C-01	CROSS SECTIONS 01
03C-02	CROSS SECTIONS 02
03C-03	CROSS SECTIONS 03
03C-04	CROSS SECTIONS 04
03C-05	CROSS SECTIONS 05
03C-06	CROSS SECTIONS 06
03C-07	CROSS SECTIONS 07
03C-08	CROSS SECTIONS 08
04C-01	TYPICAL SECTIONS AND DETAILS 01
04C-02	TYPICAL SECTIONS AND DETAILS 02

THIS BEACH AND DUNE RESTORATION PROJECT IS FUNDED BY A FINANCIAL ASSISTANCE AWARD FROM THE U.S. DEPARTMENT OF THE INTERIOR, U.S. FISH AND WILDLIFE SERVICE, COASTAL IMPACT ASSISTANCE PROGRAM (GRANT #F13AF00087) AND THE COASTAL EROSION PLANNING RESPONSE ACT (CEPRA) FROM THE TEXAS GENERAL LAND OFFICE. THE VIEWS AND CONCLUSIONS CONTAINED IN THIS DOCUMENT ARE THOSE OF THE AUTHORS AND SHOULD NOT BE INTERPRETED AS REPRESENTING THE OPINIONS OR POLICIES OF THE U.S. GOVERNMENT OR THE STATE OF TEXAS. MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS DOES NOT CONSTITUTE THEIR ENDORSEMENT BY THE U.S. GOVERNMENT OR THE STATE OF TEXAS.

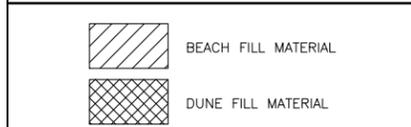
GENERAL LINE SYMBOLOGY



SITE PLAN SYMBOLOGY



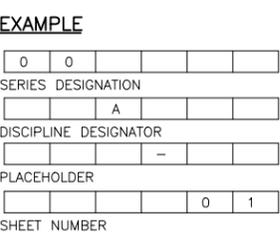
MATERIALS IN PLAN/SECTION



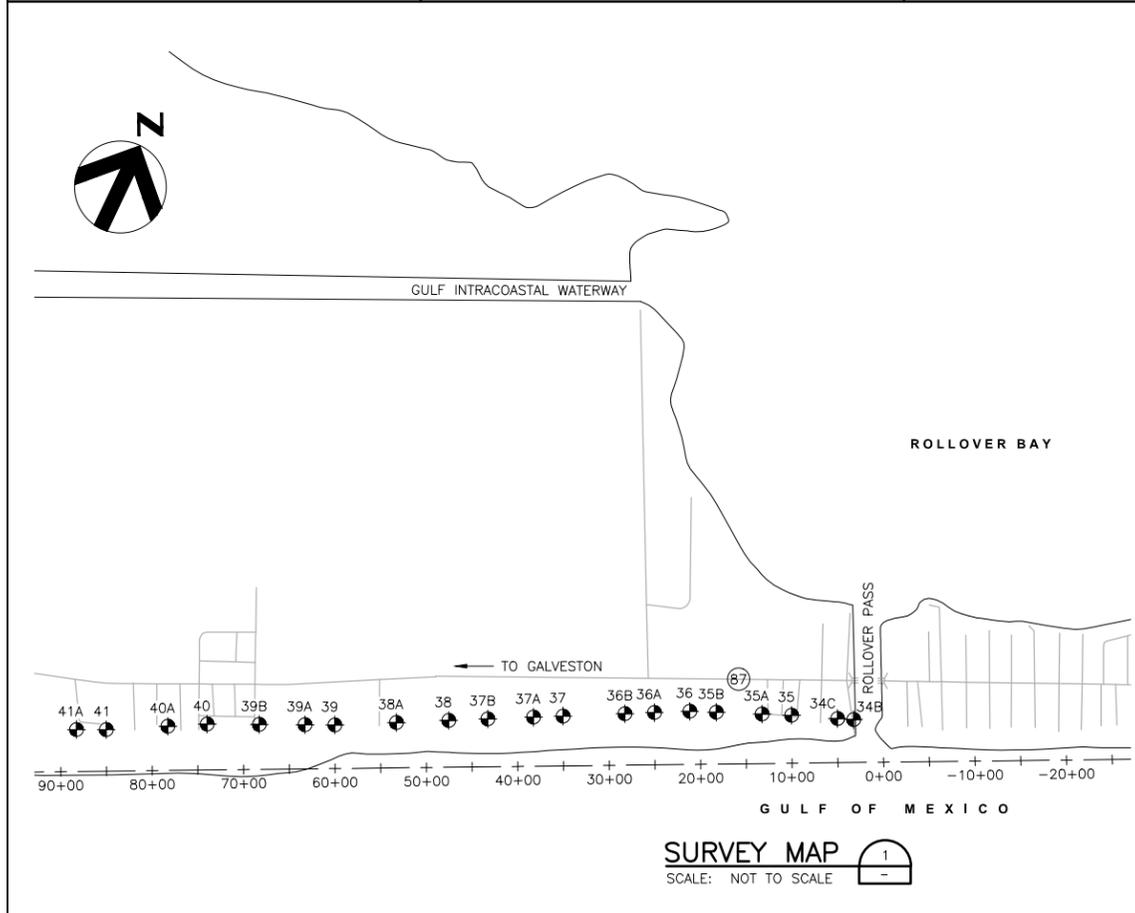
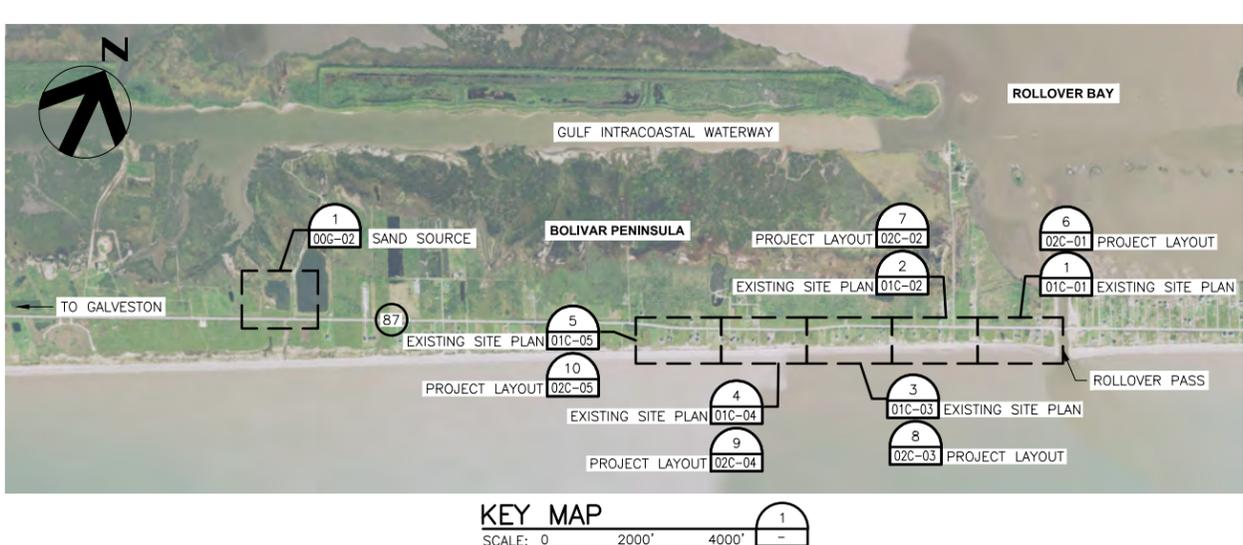
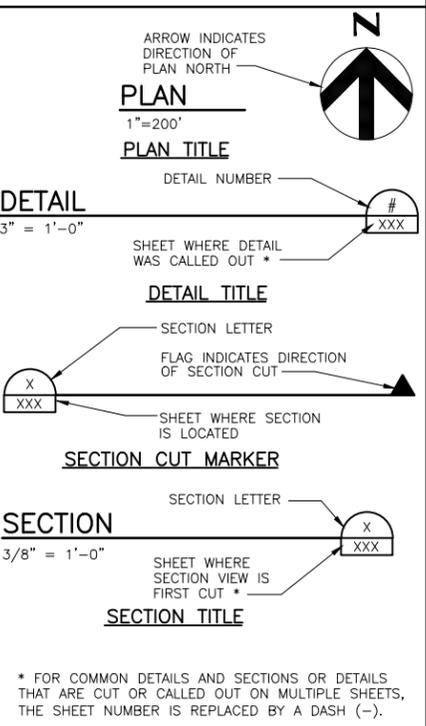
SHEET NAMING CONVENTION

DISCIPLINE DESIGNATOR & DISCIPLINE ORDER

G GENERAL
 V SURVEYING/MAPPING
 X DEMOLITION
 C CIVIL
 U MULTI-DISCIPLINE
 S STRUCTURAL
 A ARCHITECTURAL
 D PROCESS
 M MECHANICAL (HVAC)
 P PLUMBING
 E ELECTRICAL
 Y INSTRUMENTATION



GENERAL SYMBOLOGY



BEACH NOURISHMENT BASELINE COORDINATES

STATION	NORTHING	EASTING
-180+00	13,767,408.20	3,415,718.39
0+00	13,759,468.13	3,399,564.29
90+00	13,755,498.09	3,391,487.23
190+00	13,751,086.94	3,382,512.73

VIRTUAL SURVEY MONUMENTS

POINT NO.	NORTHING	EASTING	AZIMUTH
34B	13,759,414	3,399,231	2' 12' 15.40"
34C	13,759,349	3,399,066	2' 12' 14.47"
35	13,759,165	3,398,598	2' 12' 11.84"
35A	13,759,037	3,398,301	2' 12' 10.17"
35B	13,758,839	3,397,842	2' 12' 07.58"
36	13,758,724	3,397,575	2' 12' 06.07"
36A	13,758,544	3,397,231	2' 12' 04.13"
36B	13,758,394	3,396,946	2' 12' 02.52"
37	13,758,079	3,396,346	2' 11' 59.13"
37A	13,757,929	3,396,060	2' 11' 57.51"
38	13,757,497	3,395,237	2' 11' 52.86"
38A	13,757,231	3,394,732	2' 11' 50.00"
39	13,756,918	3,394,136	2' 11' 46.63"
39A	13,756,779	3,393,840	2' 11' 44.97"
39B	13,756,566	3,393,388	2' 11' 42.41"
40	13,756,323	3,392,872	2' 11' 39.51"
40A	13,756,117	3,392,494	2' 11' 37.37"
41	13,755,793	3,391,901	2' 11' 34.01"
41A	13,755,655	3,391,607	2' 11' 32.36"

THIS DRAWING PRINTED HALF SIZE



ISSUE	DATE	DESCRIPTION
0	07/13/2016	ISSUED FOR BIDS

PROJECT MANAGER	M. CAMERON PERRY
DESIGNED BY	M. CAMERON PERRY
DRAWN BY	F. MARTINEZ
CHECKED BY	J. MAGALEN
PROJECT NUMBER	258982



**GALVESTON COUNTY
 BEACH AND DUNE RESTORATION
 ON BOLIVAR PENINSULA**

SURVEY MAP, KEY MAP AND LEGENDS

FILENAME	00G-01.DWG	SHEET	00G-01
SCALE	AS NOTED		

GENERAL NOTES:

- AERIAL PHOTOGRAPHS SHOWN WERE OBTAINED FROM PICTOMETRY DATED JANUARY 2016.
- U.S. ARMY CORPS OF ENGINEERS PERMIT SWG-2007-00391 AUTHORIZES ACTIVITIES OF THIS PROJECT. CONTRACTOR SHALL BECOME FAMILIAR WITH THE REQUIREMENTS OF THIS PERMIT AND COMPLY ACCORDINGLY.
- NOT ALL EXISTING UTILITIES, PIPELINES, STRUCTURES, AND OTHER OBSTRUCTIONS ARE SHOWN. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL BE AWARE THAT SHORELINE AND BEACH PROFILE ARE EXTREMELY DYNAMIC AND SUBJECT TO SIGNIFICANT CHANGE OVER SHORT PERIODS OF TIME.
- CONTRACTOR SHALL TAKE MEASURES TO PROTECT EXISTING IMPROVEMENTS ADJACENT TO AND WITHIN THE WORK AREA. ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES SHALL BE REPAIRED AT THE EXPENSE OF CONTRACTOR TO THE SATISFACTION OF OWNER.
- ALL WORK AREAS SHALL BE SECURED AND SURROUNDED BY CONSTRUCTION BARRICADES, SAFETY FENCE, ETC. AS NECESSARY TO PROTECT THE PUBLIC. FLAGMEN SHALL DIRECT TRAFFIC AT LOCATIONS WHERE TRUCKS ENTER AND EXIT PUBLIC STREETS.
- CONTRACTOR SHALL TAKE PRECAUTIONS AND SECURE EQUIPMENT AGAINST ADVERSE WEATHER AND MARINE CONDITIONS.
- CONSTRUCTION EQUIPMENT SHALL NOT OPERATE ON PRIVATE PROPERTY OR OUTSIDE DESIGNATED WORK LIMITS UNLESS DESIGNATED ON THESE DRAWINGS AND/OR APPROVED BY OWNER/ENGINEER.
- CONSTRUCTION ACCESS POINTS SHALL BE RESTORED TO THEIR ORIGINAL OR BETTER CONDITION UPON COMPLETION OF THE WORK. CONTRACTOR SHALL REPAIR AND REPLACE PAVEMENT SECTIONS, STREET SECTIONS, SIDEWALK, SEAWALL RAMPS, POST AND CABLE FENCES, ETC. IF DAMAGED DURING CONSTRUCTION.
- TRASH BARRELS AND SIGNS WITHIN THE BEACH NOURISHMENT AREA FOOTPRINT WILL BE SALVAGED BY OWNER PRIOR TO THE START OF WORK UNDER THIS CONTRACT. REMAINING OBSTRUCTIONS THAT INTERFERE WITH THE WORK MAY BE REMOVED BY CONTRACTOR PENDING COORDINATION WITH COUNTY STAFF.
- PROVIDE CLEAR RIGHT-OF-WAY ON BEACH FOR PUBLIC AT ALL TIMES DURING CONSTRUCTION. BEACH ACCESS TO EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE FULLEST EXTENT PRACTICABLE.
- INGRESS AND EGRESS OF CONTRACTORS VEHICLES SHALL BE KEPT TO A MINIMUM. ALL VEHICLES SHALL USE COMMON PATHWAYS WHENEVER POSSIBLE. UNLESS OTHERWISE GIVEN APPROVAL BY ENGINEER IN WRITING, BEACH ACCESS SHALL BE LIMITED TO LOCATION SHOWN ON SHEETS 02C-01 THRU 02C-05.
- THE CONTRACTOR SHALL VERIFY EXISTING GRADES PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONFLICTS.
- PROJECT IS WITHIN AND ADJACENT TO ENVIRONMENTALLY SENSITIVE AREAS INCLUDING MARSH AND DUNE VEGETATION. CONTRACTOR SHALL AVOID/MINIMIZE IMPACTS TO THESE AREAS OUTSIDE OF WORK AREAS SHOWN IN THESE DRAWINGS DURING THE COURSE OF WORK. ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES SHALL BE RESTORED AT THE EXPENSE OF CONTRACTOR AND TO THE SATISFACTION OF OWNER AND RESOURCE AGENCIES. OWNER SHALL BE THE SOLE ASSESSOR AS TO WHETHER ENVIRONMENTAL IMPACTS HAVE OCCURRED AS A RESULT OF CONTRACTOR'S ACTIVITIES. OWNER RESERVES THE RIGHT TO SUSPEND WORK AT ANY TIME IF IMPACTS OCCUR UNTIL SATISFACTORY CORRECTIVE MEASURES ARE IMPLEMENTED BY THE CONTRACTOR.
- CONTRACTOR SHALL OBTAIN PERMISSION FROM PROPERTY OWNERS FOR STAGING AREAS AND CONSTRUCTION ACCESS ROUTES ON PRIVATE PROPERTY. ENVIRONMENTALLY SENSITIVE AREAS SHALL NOT BE USED FOR STAGING OR ACCESS.

- SURVEYS PERFORMED BY NAISMITH MARINE SERVICES. DRAWINGS 01C-01 THROUGH 01C-05 REPRESENT THE CONDITIONS THAT EXISTED ON JANUARY 18-19, FEBRUARY 9-12, MARCH 12-14, AND 17-19, 2015.
- CONTRACTOR SHALL VERIFY ACCURACY OF SURVEY CONTROL MONUMENTS PRIOR TO CONSTRUCTION. IMMEDIATELY REPORT ANY DISCREPANCIES TO ENGINEER.
- BEACH NOURISHMENT BASELINE COORDINATES PROVIDED ON SHEET 00G-01.

BEACH NOURISHMENT NOTES:

- BEACH FILL MATERIAL SHALL BE OBTAINED FROM A CONTRACTOR-FURNISHED SOURCE. AN EXISTING, OWNER-APPROVED SAND SOURCE SHALL BE USED. THE OWNER-APPROVED SAND SOURCE IS SHOWN IN THESE DRAWINGS.
- GALVESTON COUNTY HAS ACQUIRED A PERMIT FROM THE U.S. ARMY CORPS OF ENGINEERS (SWG-2007-00391) FOR EXCAVATION OF SAND FROM THE SAND SOURCE SITE SHOWN ON THIS SHEET (REFER TO SPECIFICATION SECTION 01100, "PERMITS"). THE QUALITY AND QUANTITY OF MATERIAL FROM THIS SITE ARE NOT GUARANTEED. REGARDLESS OF ACTUAL SAND SOURCE SELECTED BY CONTRACTOR, ALL IMPORTED SAND SHALL MEET THE REQUIREMENTS OF SPECIFICATION SECTION 02224, "BEACH NOURISHMENT." CONTRACTOR SHALL MAKE HIS OWN CONTRACTUAL AGREEMENTS WITH SAND SUPPLIER AND PAY ALL FEES, CHARGES, AND COSTS TO THE SUPPLIER AS NEEDED TO PROCURE SAND FOR THIS PROJECT. THE LANDOWNER'S AGENT FOR THE SAND SOURCE SITE SHOWN IS:

MR. CHARLIE WIELAND
GREEN FIELDS PROPERTIES, LTD.
(972)800-3395
CWIELAND99@GMAIL.COM

- TRUCK ROUTE BETWEEN SAND SOURCE AND BEACH SHALL BE VIA HIGHWAY 87 AND RESTRICTED TO ACCESS ROUTES SHOWN ON SHEETS 02C-01 THRU 02C-05. TRUCKING SHALL NOT BE PERFORMED DURING THE FOLLOWING TIMES:
 - NON-DAYLIGHT HOURS
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PERMITS, INCLUDING STORMWATER POLLUTION PREVENTION PLAN, AND/OR TRAFFIC CONTROL PLAN THAT MAY BE REQUIRED BY GALVESTON COUNTY. ACTUAL LIMITS OF CONSTRUCTION ACCESS CORRIDOR AT SAND SUPPLY SHALL BE COORDINATED WITH SAND SOURCE PROPERTY OWNER AND STAKED BY CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO PRIVATE PROPERTY AND/OR PUBLIC ROADS THAT RESULT FROM CONTRACTOR'S ACTIVITIES AT SAND SOURCE.
- CONTRACTOR SHALL STAKE THE LANDWARD BOUNDARY OF BEACH NOURISHMENT AREA AT 100' INTERVALS FOR REVIEW AND CONCURRENCE BY OWNER AND ENGINEER PRIOR TO COMMENCING PLACEMENT OF BEACH FILL MATERIAL. CONTRACTOR SHALL NOT CHANGE THE LANDWARD BOUNDARY OF BEACH NOURISHMENT AREA WITHOUT WRITTEN APPROVAL/DIRECTION FROM OWNER/ENGINEER.
- THE FINISHED BEACH AND DUNE SURFACE SHALL BE SMOOTHLY AND UNIFORMLY GRADED AND DRESSED TO ELIMINATE HUMPS AND DEPRESSIONS. DRESSING THE FILL BELOW THE WATER LINE IS NOT REQUIRED. BEACH NOURISHMENT GRADING TOLERANCE ABOVE WATER SHALL BE ±0.3 FT. GRADING SHALL BE PERFORMED SUCH THAT THERE IS NO PONDING ALONG THE BERM AND WATER IS ALLOWED TO DRAIN SEAWARD.
- PLACEMENT OF BEACH FILL MATERIAL SHALL NOT OBSTRUCT OR IMPEDE SURFACE RUNOFF FROM ADJACENT UPLAND AREAS. IF NOT SPECIFICALLY ADDRESSED BY THE ENGINEER, TEMPORARY DRAINAGE, SUCH AS SWALES, DITCHES, ETC., SHALL BE INCORPORATED INTO THE WORK TO PREVENT PONDING WATER. NOTIFY ENGINEER PRIOR TO IMPLEMENTATION OF TEMPORARY DRAINAGE MEASURES.
- REFER TO SHEETS 03C-01 THROUGH 03C-08 FOR BEACH NOURISHMENT PROFILES.
- REFER TO SPECIFICATION SECTION 02900, "DUNE PLANTING" FOR INFORMATION REGARDING DUNE PLANT MATERIAL, INSTALLATION, MEASUREMENT, AND ACCEPTANCE.
- CONTRACTOR SHALL CLEAR THE BEACH AND DUNE WORK AREA OF ALL DEBRIS, INCLUDING REBAR, DRIFTWOOD, GARBAGE, EXPOSED CONCRETE, AND OTHER DEBRIS PRIOR TO THE INSTALLATION OF BEACH FILL, UNLESS OTHERWISE NOTED ON THE PLANS OR TECHNICAL SPECIFICATIONS. DEBRIS SHALL BE HAULED OFF AND DISPOSED OF LEGALLY AT AN UPLAND LOCATION AT NO ADDITIONAL EXPENSE TO THE OWNER.
- THE CONTRACTOR WILL NOT HAVE EXCLUSIVE OR UNRESTRICTED USE OF THE BEACH WORK AREA. THE FOLLOWING RESTRICTIONS WILL APPLY TO THE USE OF THE BEACH WORK AREA. NO STOCKPILING OF BEACH FILL MATERIAL WITHIN BEACH ACCESS ROADS. ALL BEACH FILL STOCKPILING SHALL BE WITHIN THE DESIGNATED CONSTRUCTION BOUNDARIES. ALL MATERIALS DELIVERED WITHIN THE BEACH WORK AREA SHALL BE PLACED WITHIN THE SPECIFIED BEACH FILL PLACEMENT AREA. CONTRACTOR SHALL COORDINATE STOCKPILE LOCATIONS WITH ENGINEER PRIOR TO SAND PLACEMENT.
- DURING THE PRE-CONSTRUCTION INITIAL SURVEY THE CONTRACTOR SHALL NOTE ANY HAZARDS LOCATED WITHIN THE LIMITS OF THE BEACH WORK AREA. IN THE EVENT THAT ANY HAZARDS ARE FOUND, THE CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY AND REFER TO OSHA REQUIREMENTS. OSHA REQUIREMENTS SHALL BE IMPLEMENTED PRIOR TO, AND SHALL BE MAINTAINED THROUGHOUT, CONSTRUCTION.

SURVEY NOTES:

- COORDINATES SHOWN ARE IN FEET AND REFERENCED TO LAMBERT GRID, TEXAS SOUTH CENTRAL ZONE, NAD '83.
- ELEVATIONS SHOWN ARE IN FEET AND REFERENCED TO NAVD '88.

REFERENCE MONUMENTS:

1341 J 2006
N: 13,706,863.64
E: 3,320,641.67
ELEV.: 3.6' NAVD88

H6CSD 64
N: 13,744,577.76
E: 3,366,638.51
ELEV.: 5.1' NAVD88

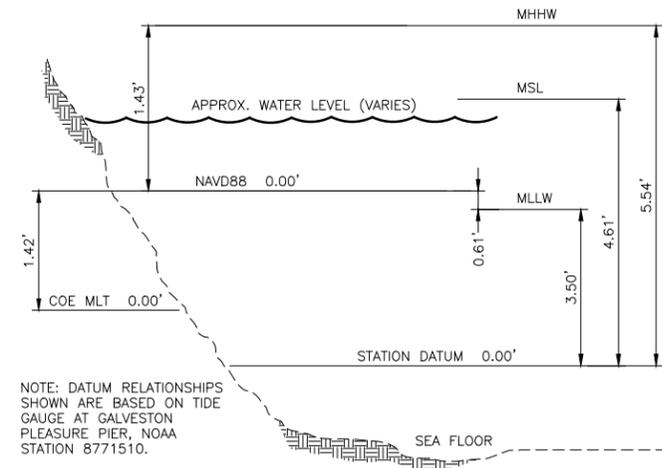
GIWW 640 2014
N: 13,738,022.12
E: 3,345,570.37
ELEV.: 2.0' NAVD88

LUB 0971 D 1994
N: 13,761,990.73
E: 3,395,838.98
ELEV.: 6.1' NAVD88

- BERM WIDTHS/OFFSETS FROM BASELINE SHOWN ON DRAWINGS AND SECTIONS ARE APPROXIMATE. CONTRACTOR SHALL PLACE SAND AND MEET IN PLACE VOLUME REQUIREMENTS. BERM WIDTHS MAY BE ALTERED BY ENGINEER TO MEET VOLUME REQUIREMENTS.
- THE CONTRACTOR IS NOT RESPONSIBLE FOR THE LOSS OF BEACH FILL MATERIAL FOR COMPLETED AND OWNER APPROVED ACCEPTANCE REACHES (SEE TECHNICAL SPECIFICATION SECTION 02224 "BEACH NOURISHMENT" PARAGRAPH 3.04). THROUGHOUT THE DURATION OF THE CONSTRUCTION PERIOD, THE CONTRACTOR WILL BE RESPONSIBLE FOR LEVELING ANY ESCARPMENTS THAT DEVELOP ALONG THE PROJECT SITE THAT EXCEED EIGHTEEN (18) INCHES IN HEIGHT FOR A CONTINUOUS DISTANCE OF 100 FT OR MORE UNTIL THE CONTRACTOR RECEIVES A LETTER OF FINAL COMPLETION FROM THE OWNER.



SAND SOURCE MAP
SCALE: 0 200' 400' 00G-01



NOTE: DATUM RELATIONSHIPS SHOWN ARE BASED ON TIDE GAUGE AT GALVESTON PLEASURE PIER, NOAA STATION 8771510.

ELEVATION DATUM RELATIONSHIPS
SCALE: N.T.S.

THIS DRAWING PRINTED HALF SIZE



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0	07/13/2016	ISSUED FOR BIDS

PROJECT MANAGER	M. CAMERON PERRY
DESIGNED BY	M. CAMERON PERRY
DRAWN BY	F. MARTINEZ
CHECKED BY	J. MAGALEN
PROJECT NUMBER	258982



**GALVESTON COUNTY
BEACH AND DUNE RESTORATION
ON BOLIVAR PENINSULA**

**GENERAL NOTES AND
SAND SOURCE MAP**

FILENAME | 00G-02.DWG
SCALE | AS NOTED

SHEET
00G-02



EXISTING SITE PLAN 01
 SCALE: 0 60' 120'

NOTES:
 1. REFER TO SHEET 02C-01 FOR PROJECT LAYOUT.

THIS DRAWING PRINTED HALF SIZE



Texas P.E. Firm
 Registration No. F-754

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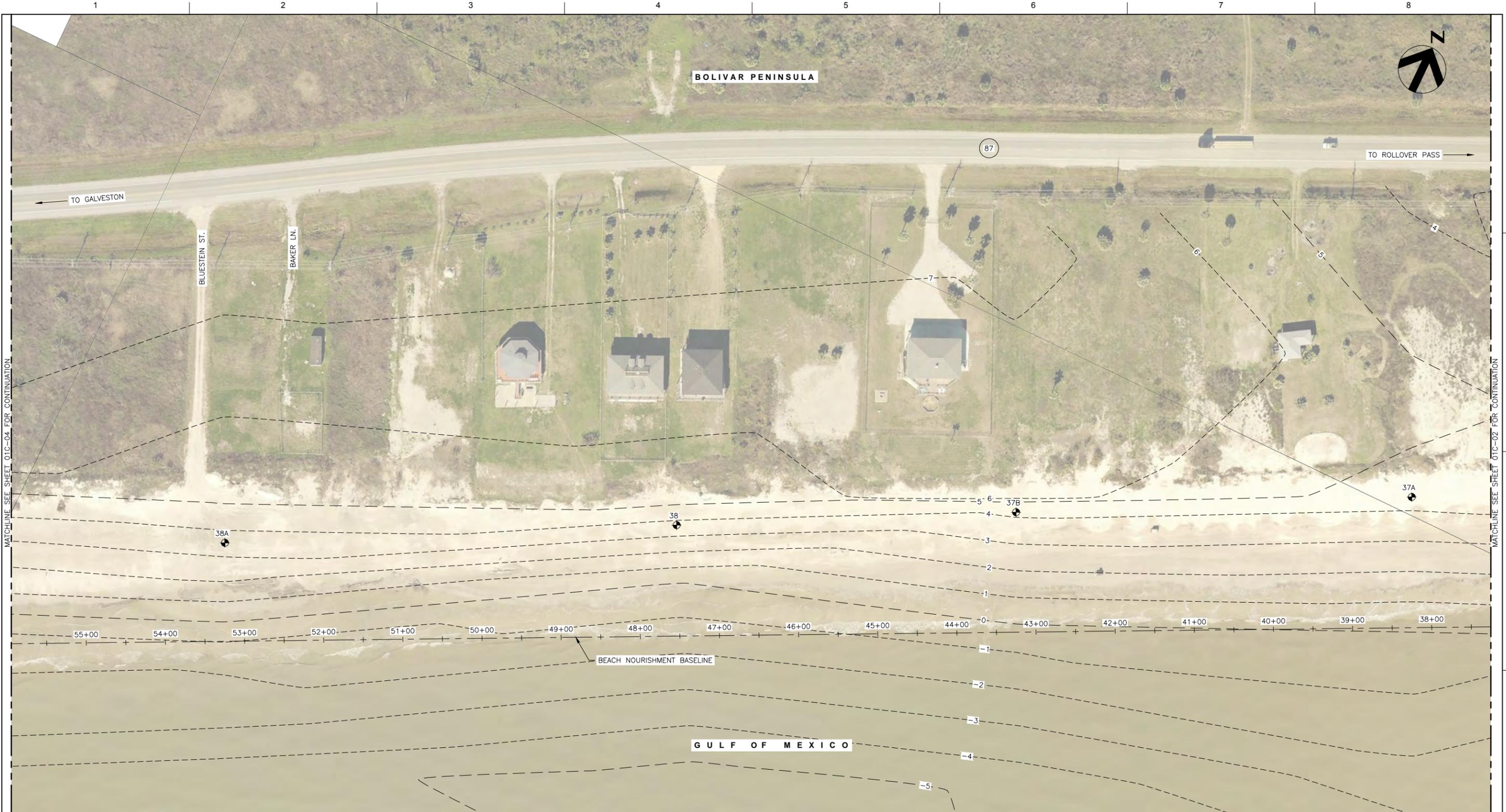


**GALVESTON COUNTY
 BEACH AND DUNE RESTORATION
 ON BOLIVAR PENINSULA**

EXISTING SITE PLAN 01

FILENAME | 01C-01.DWG
 SCALE | AS NOTED

SHEET
01C-01



EXISTING SITE PLAN 03 3
 SCALE: 0 60' 120' 006-01

NOTES:
 1. REFER TO SHEET 02C-03 FOR PROJECT LAYOUT.

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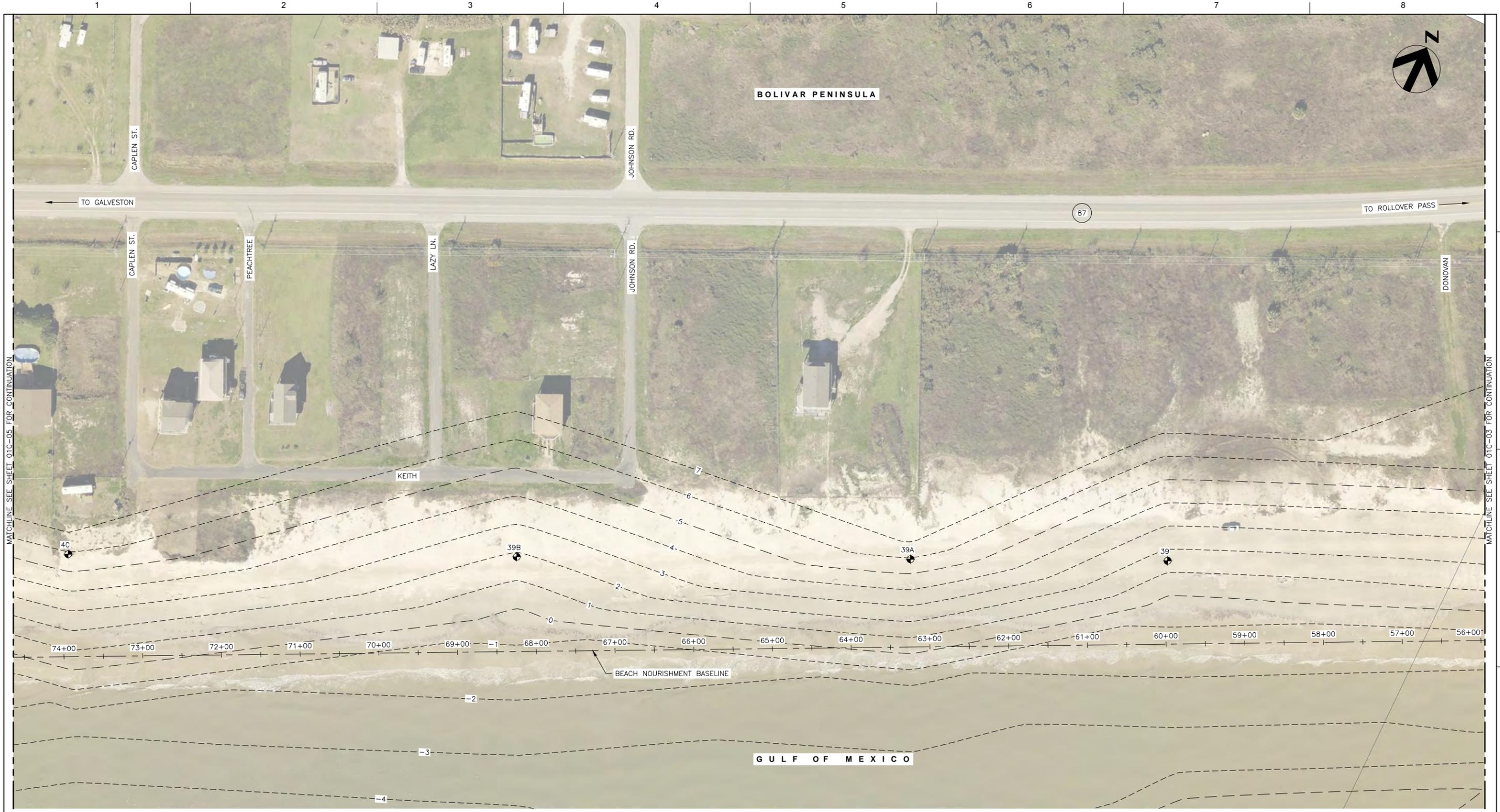


**GALVESTON COUNTY
 BEACH AND DUNE RESTORATION
 ON BOLIVAR PENINSULA**

EXISTING SITE PLAN 03

FILENAME | 01C-03.DWG
 SCALE | AS NOTED

SHEET
01C-03



EXISTING SITE PLAN 04 4
 SCALE: 0 60' 120' 006-01

NOTES:
 1. REFER TO SHEET 02C-04 FOR PROJECT LAYOUT.

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**GALVESTON COUNTY
 BEACH AND DUNE RESTORATION
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EXISTING SITE PLAN 04

FILENAME | 01C-04.DWG
 SCALE | AS NOTED

SHEET
01C-04



EXISTING SITE PLAN 05 5
 SCALE: 0 60' 120' 006-01

NOTES:
 1. REFER TO SHEET 02C-05 FOR PROJECT LAYOUT.

THIS DRAWING PRINTED HALF SIZE



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**GALVESTON COUNTY
 BEACH AND DUNE RESTORATION
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EXISTING SITE PLAN 05

FILENAME | 01C-05.DWG
 SCALE | AS NOTED

SHEET
01C-05



DUNE ALIGNMENT TABLE		
POINT	NORTHING	EASTING
D01	13,759,089	3,398,185
D02	13,759,017	3,398,065
D03	13,758,921	3,397,834

PROJECT LAYOUT 01 6
 SCALE: 0 60' 120' 00C-01

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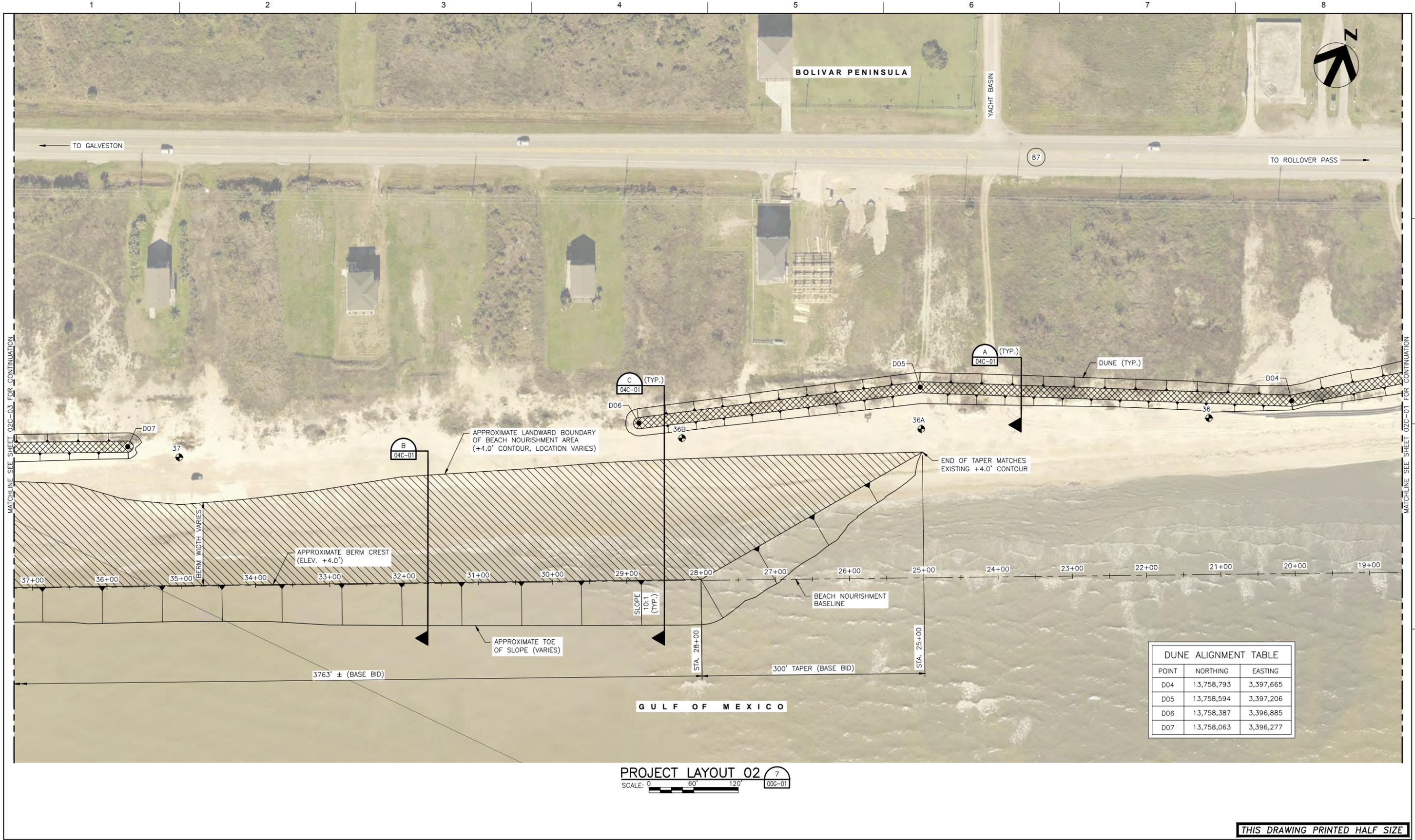


GALVESTON COUNTY
 BEACH AND DUNE RESTORATION
 ON BOLIVAR PENINSULA

PROJECT LAYOUT 01

FILENAME | 02C-01.DWG
 SCALE | AS NOTED

SHEET
02C-01



PROJECT LAYOUT 02
 SCALE: 0 60' 120' 00C-01

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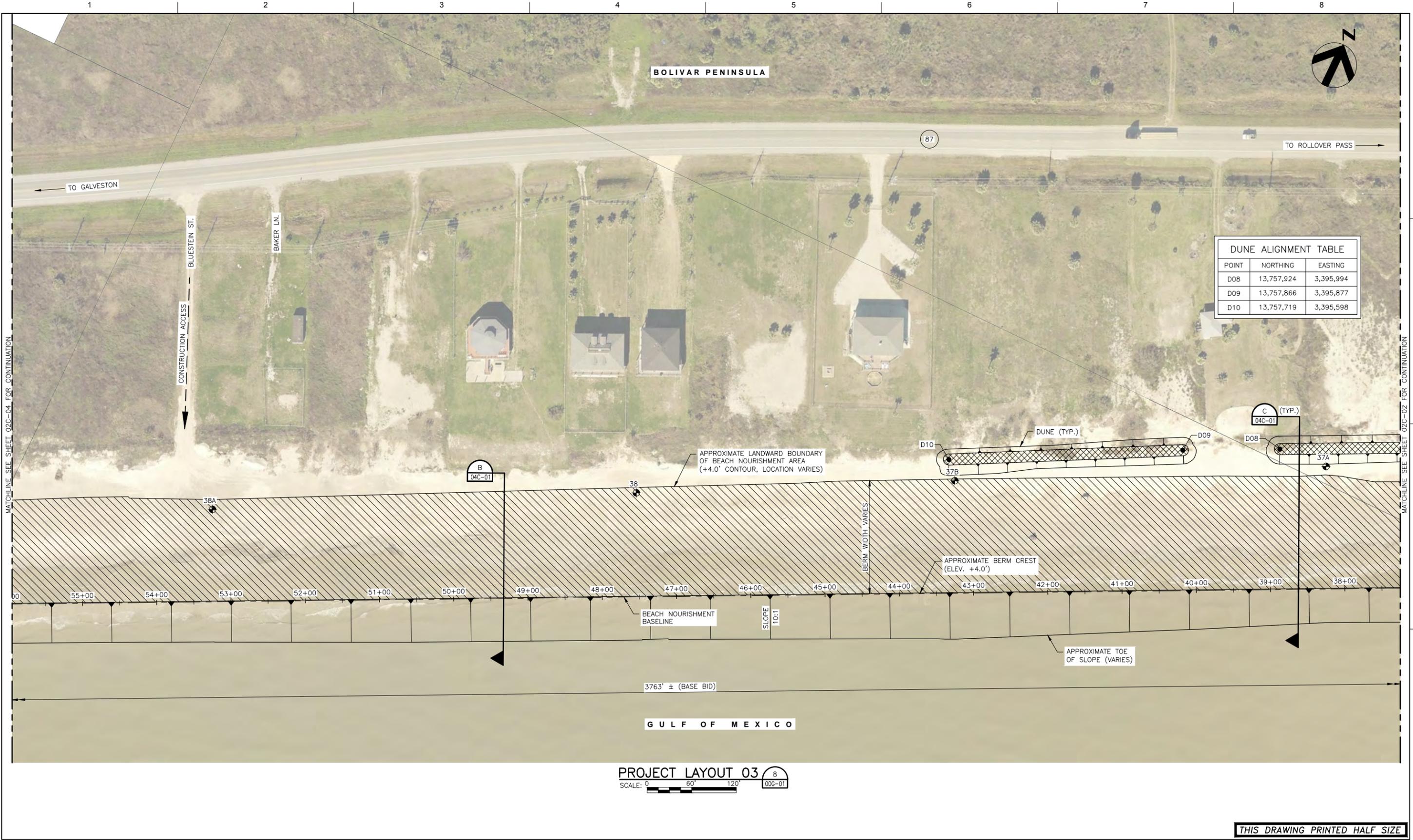


**GALVESTON COUNTY
 BEACH AND DUNE RESTORATION
 ON BOLIVAR PENINSULA**

PROJECT LAYOUT 02

FILENAME | 02C-02.DWG
 SCALE | AS NOTED

SHEET
02C-02



DUNE ALIGNMENT TABLE		
POINT	NORTHING	EASTING
D08	13,757,924	3,395,994
D09	13,757,866	3,395,877
D10	13,757,719	3,395,598

PROJECT LAYOUT 03 8
 SCALE: 0 60' 120' 00C-01

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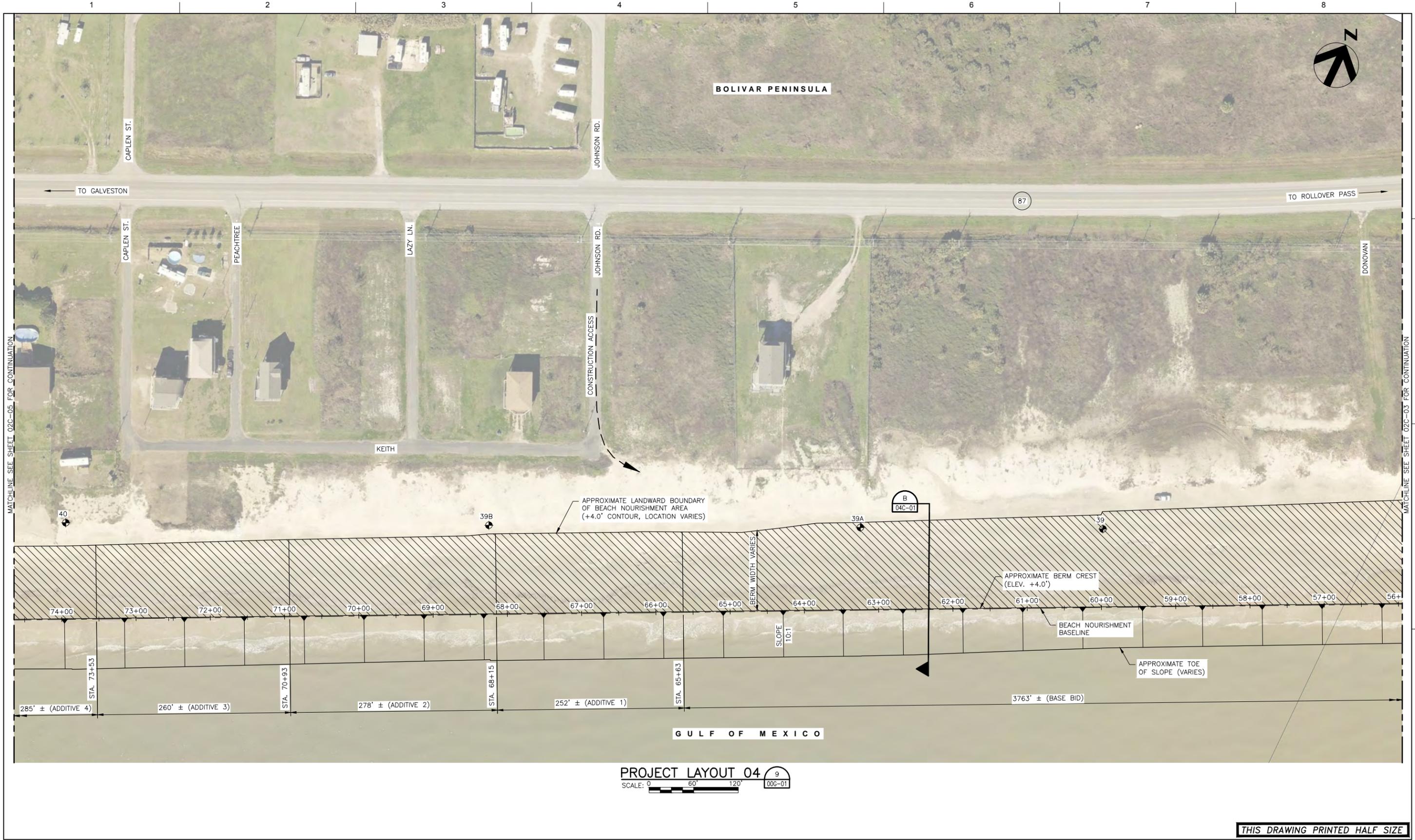


**GALVESTON COUNTY
 BEACH AND DUNE RESTORATION
 ON BOLIVAR PENINSULA**

PROJECT LAYOUT 03

FILENAME | 02C-03.DWG
 SCALE | AS NOTED

SHEET
02C-03



PROJECT LAYOUT 04 9
 SCALE: 0 60' 120' 00C-01

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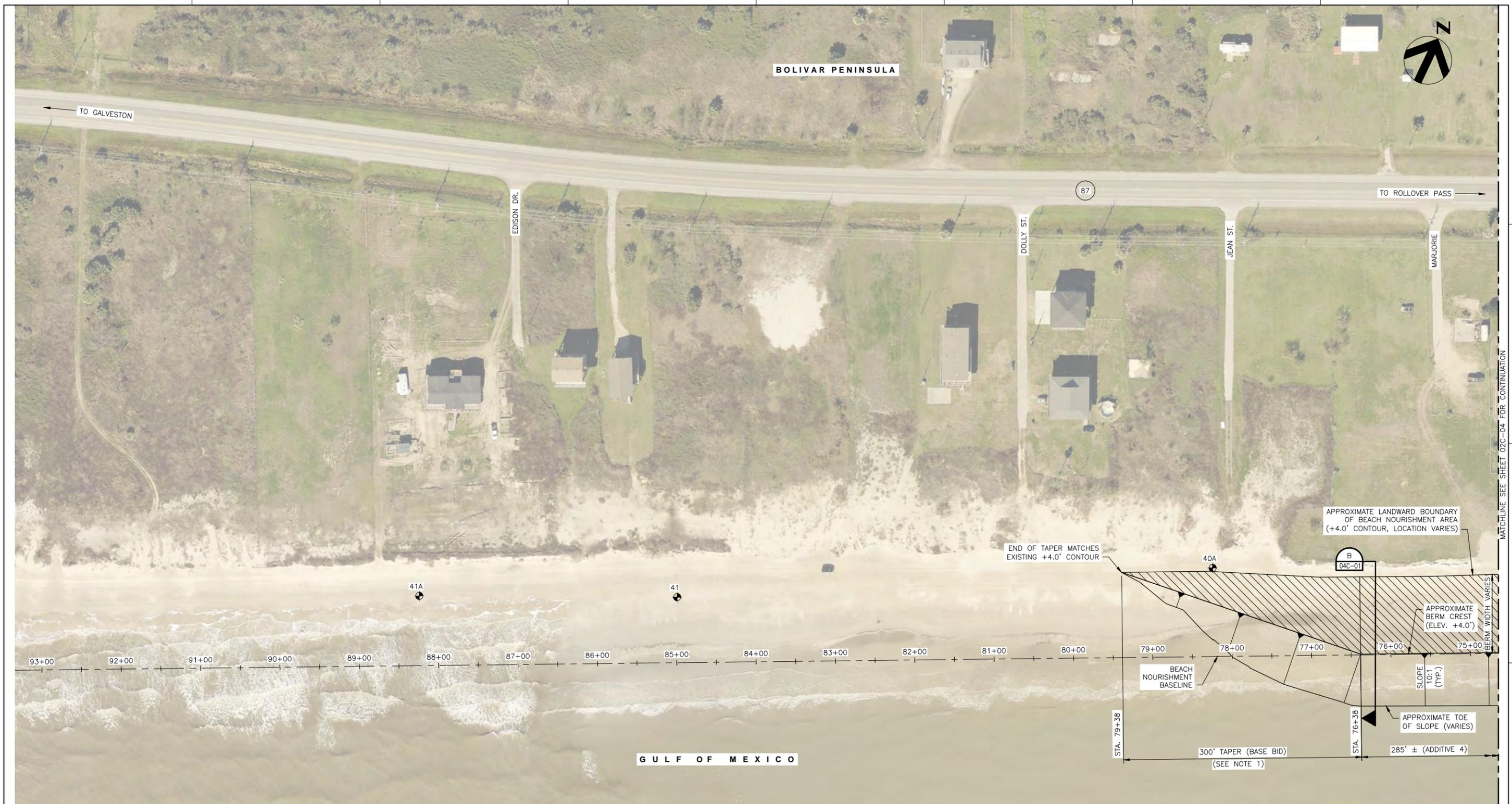


**GALVESTON COUNTY
 BEACH AND DUNE RESTORATION
 ON BOLIVAR PENINSULA**

PROJECT LAYOUT 04

FILENAME | 02C-04.DWG
 SCALE | AS NOTED

SHEET
02C-04



PROJECT LAYOUT 05 10
 SCALE: 0 60' 120' 00C-01

- NOTES:
 1. WESTERN TAPER WILL BE LOCATED AT THE WESTERN END OF BASE BID SEGMENT OR WESTERNMOST AWARDED ADDITIVE BID ITEM.

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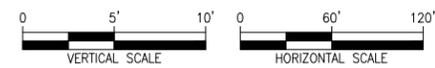
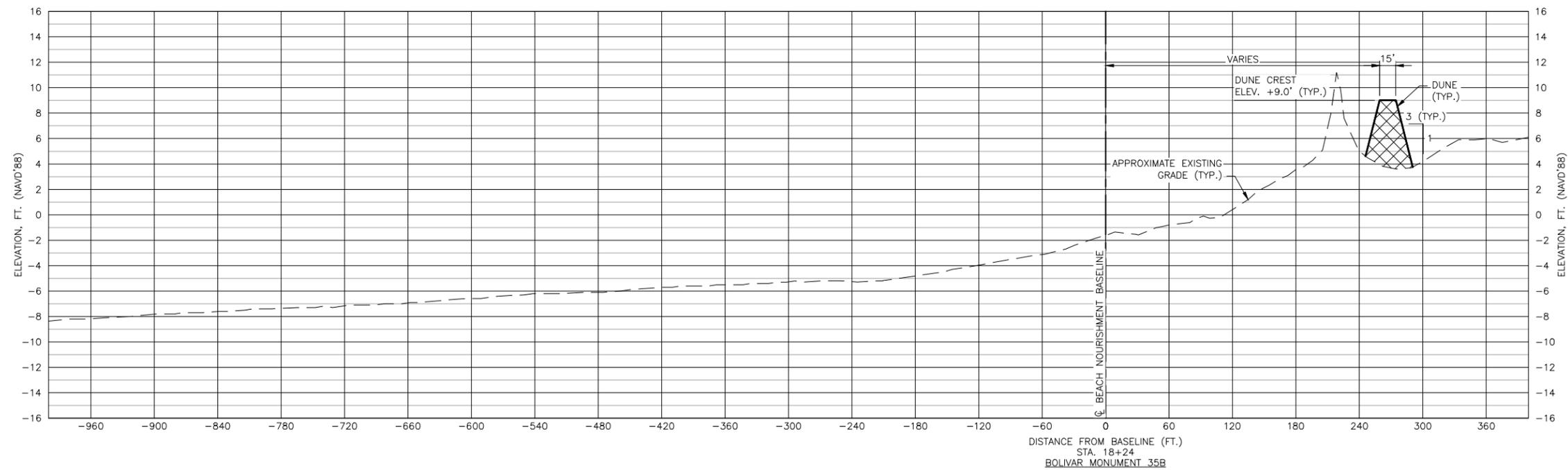
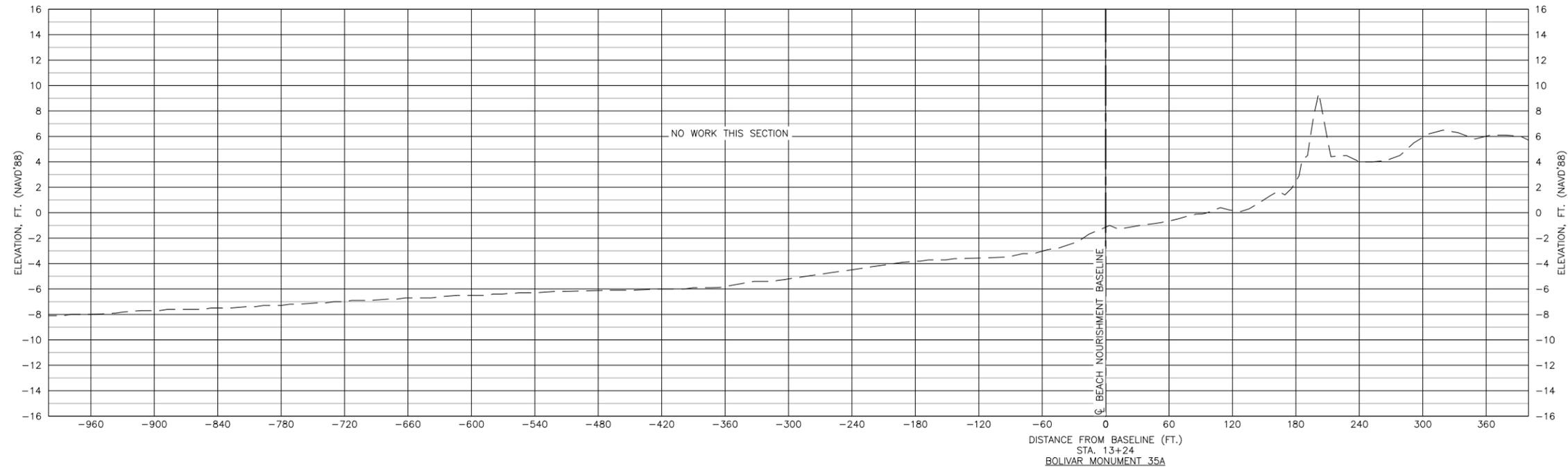


**GALVESTON COUNTY
 BEACH AND DUNE RESTORATION
 ON BOLIVAR PENINSULA**

PROJECT LAYOUT 05

FILENAME | 02C-05.DWG
 SCALE | AS NOTED

SHEET
02C-05



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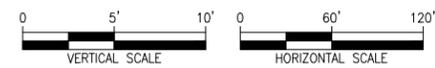
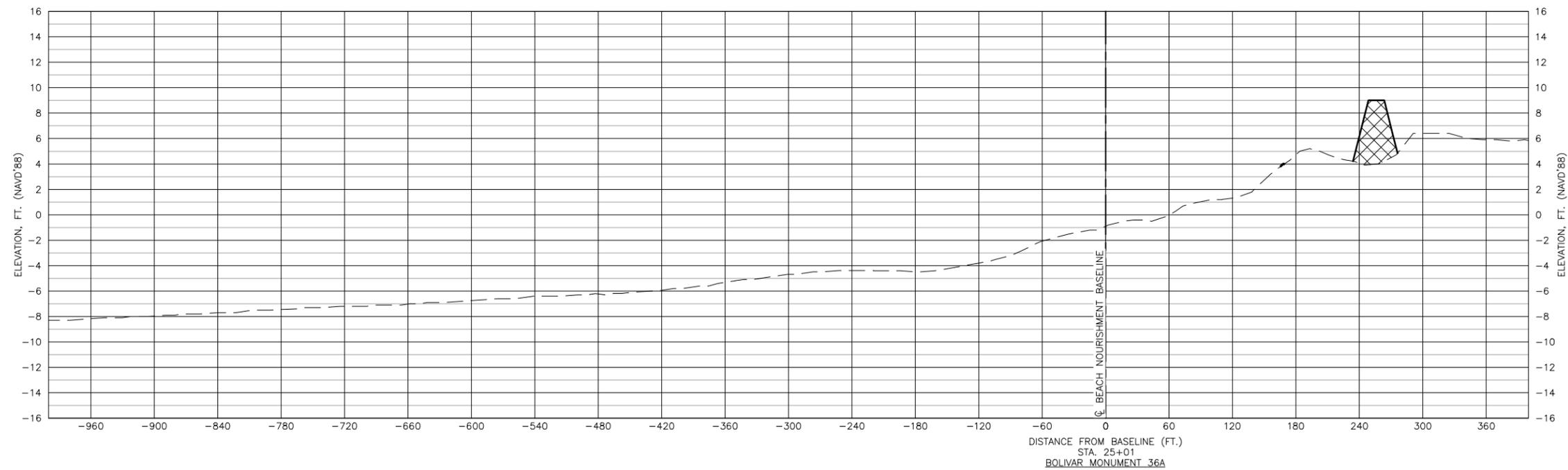
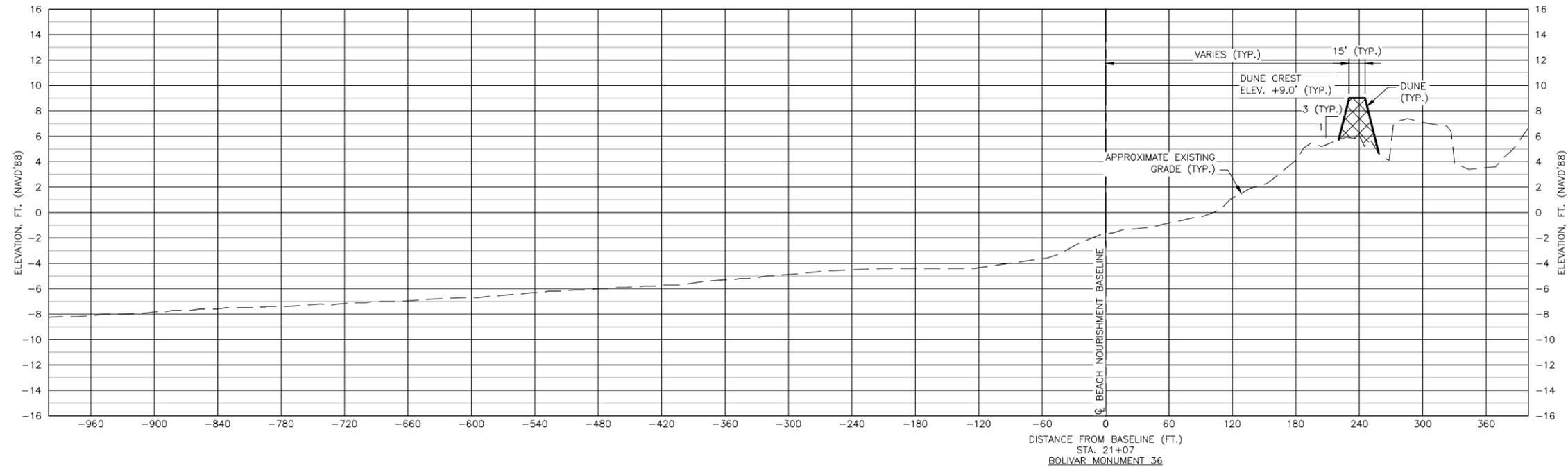


**GALVESTON COUNTY
BEACH AND DUNE RESTORATION
ON BOLIVAR PENINSULA**

CROSS SECTIONS 01

FILENAME | 03C-01.DWG
SCALE | AS NOTED

SHEET
03C-01



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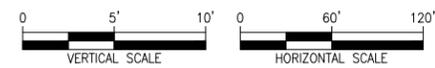
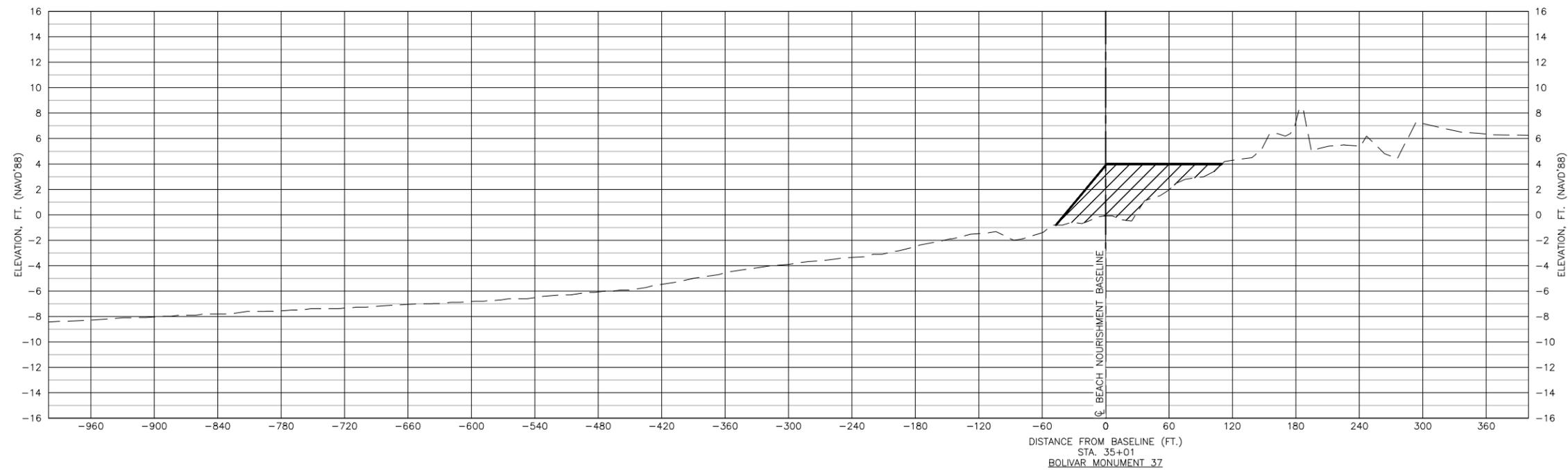
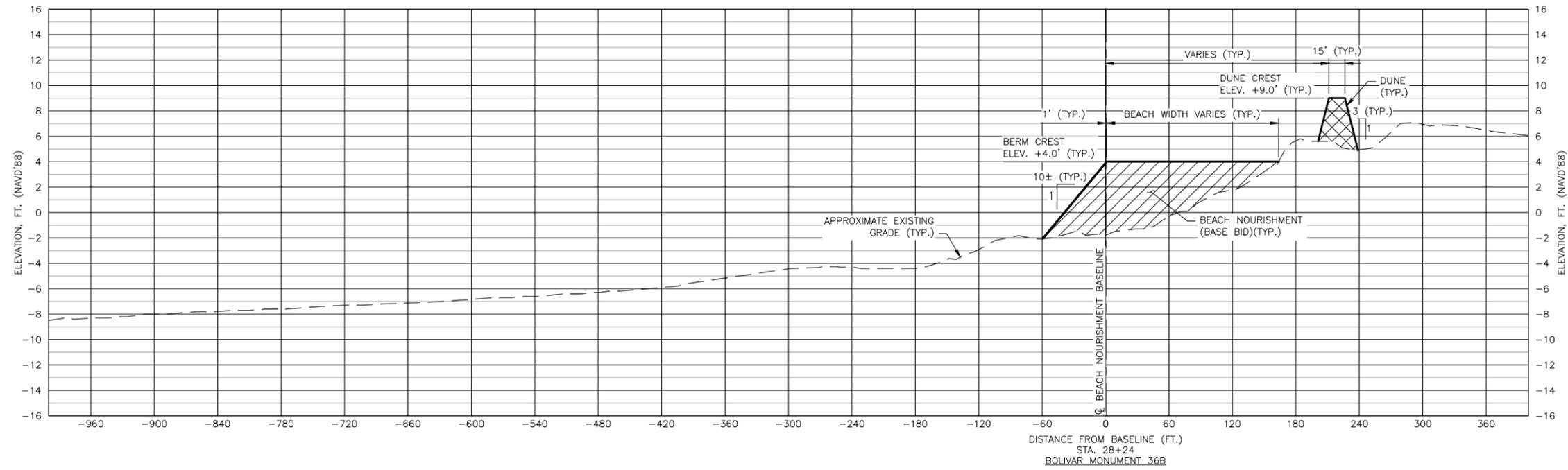


**GALVESTON COUNTY
BEACH AND DUNE RESTORATION
ON BOLIVAR PENINSULA**

CROSS SECTIONS 02

FILENAME | 03C-02.DWG
SCALE | AS NOTED

SHEET
03C-02



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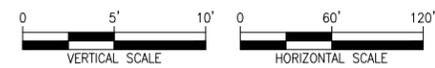
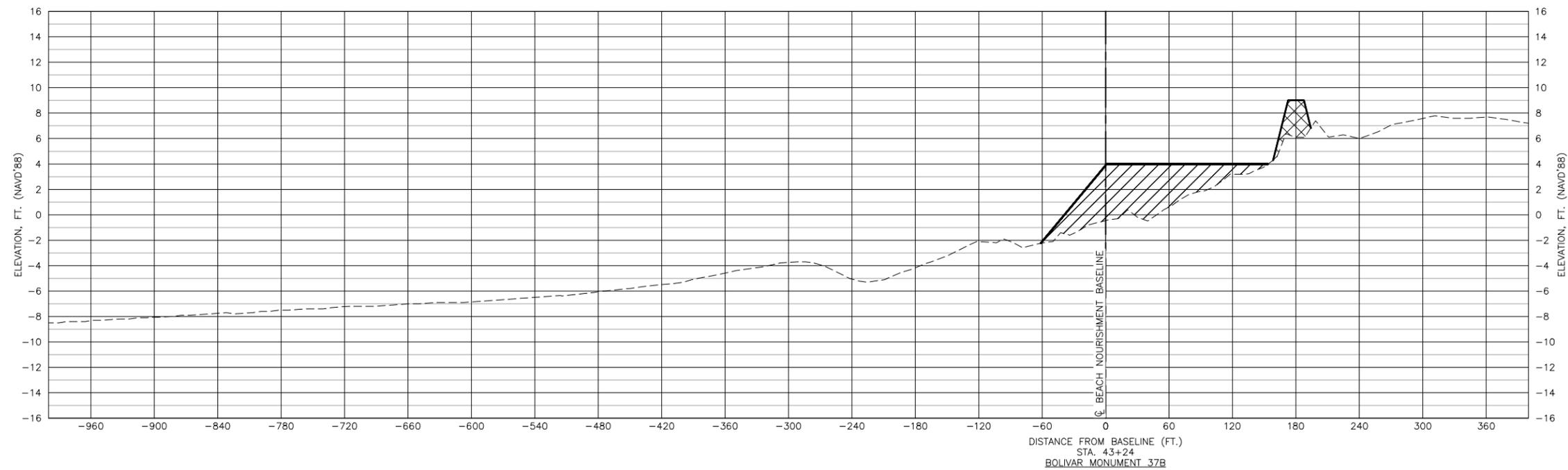
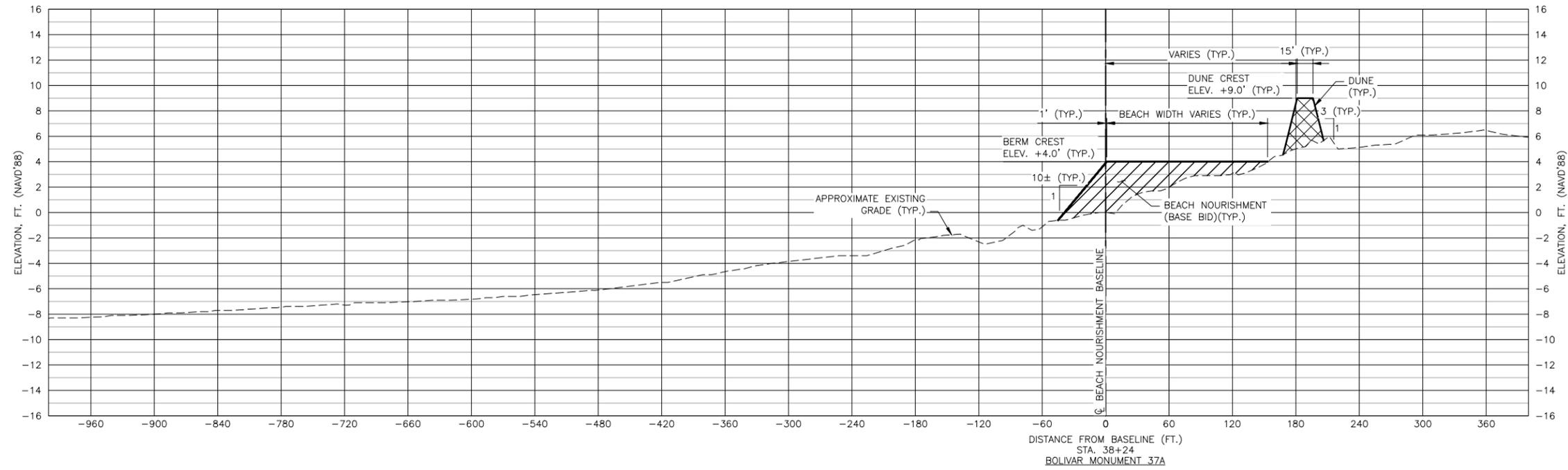


**GALVESTON COUNTY
BEACH AND DUNE RESTORATION
ON BOLIVAR PENINSULA**

CROSS SECTIONS 03

FILENAME 03C-03.DWG
SCALE AS NOTED

SHEET
03C-03



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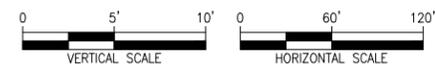
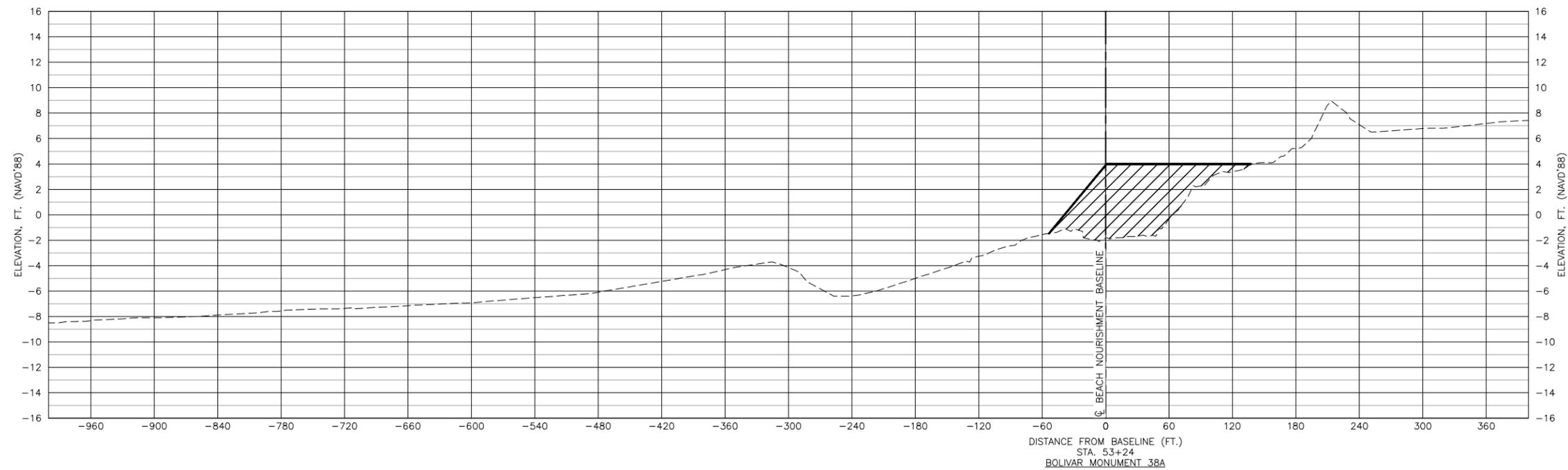
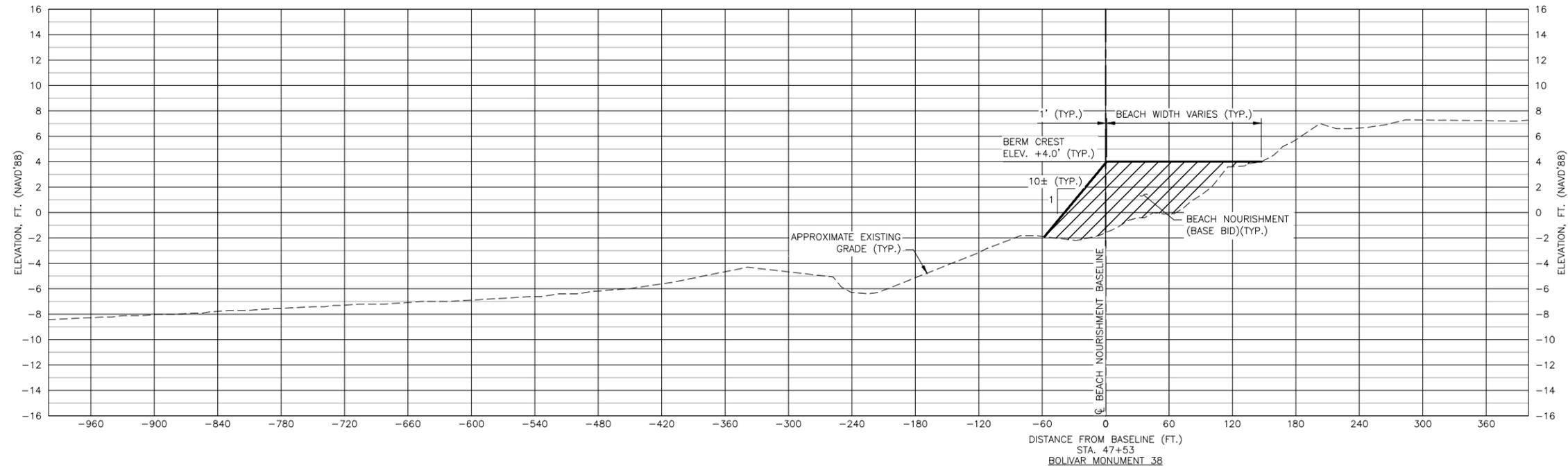


**GALVESTON COUNTY
BEACH AND DUNE RESTORATION
ON BOLIVAR PENINSULA**

CROSS SECTIONS 04

FILENAME | 03C-04.DWG
SCALE | AS NOTED

SHEET
03C-04



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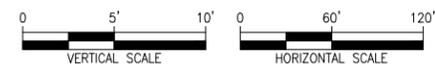
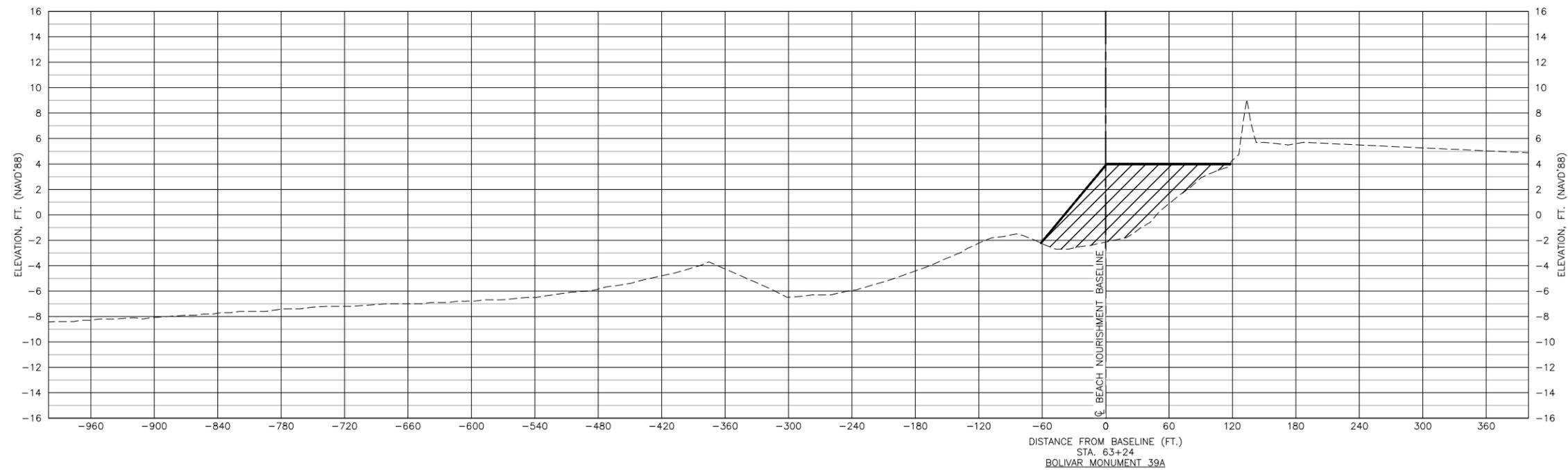
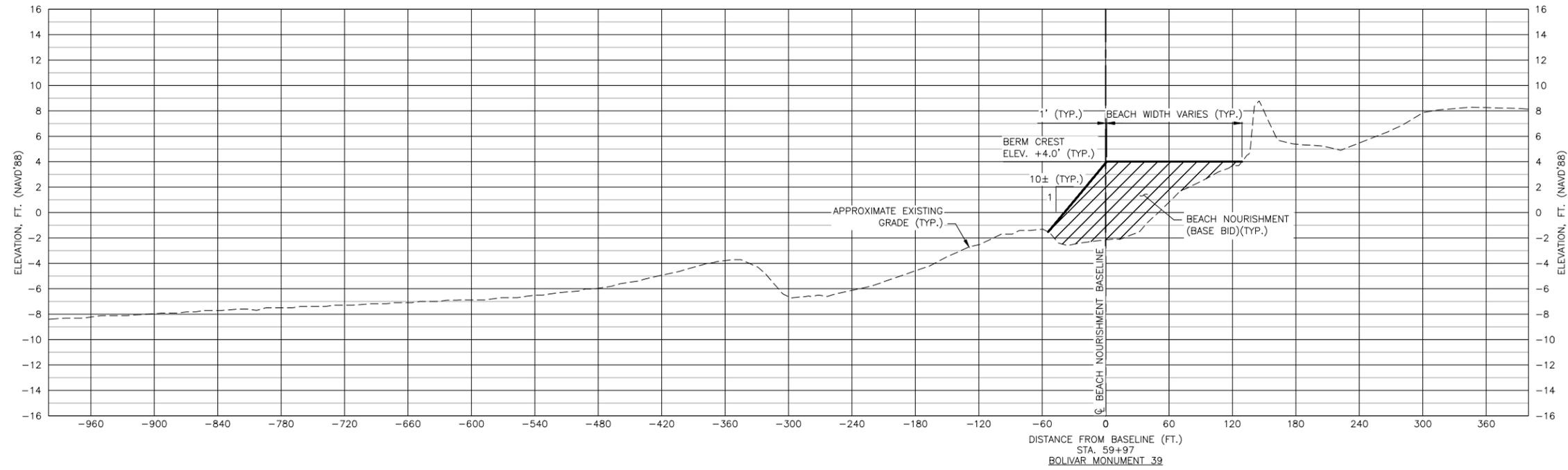


**GALVESTON COUNTY
BEACH AND DUNE RESTORATION
ON BOLIVAR PENINSULA**

CROSS SECTIONS 05

FILENAME | 03C-05.DWG
SCALE | AS NOTED

SHEET
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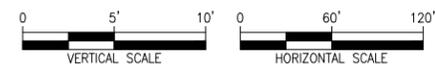
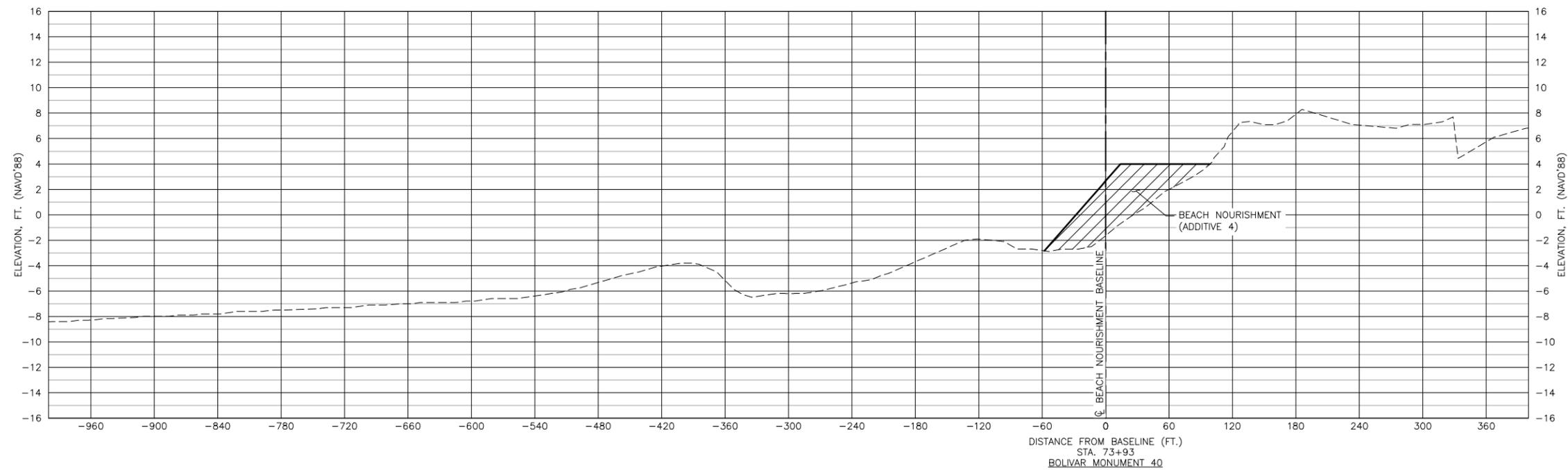
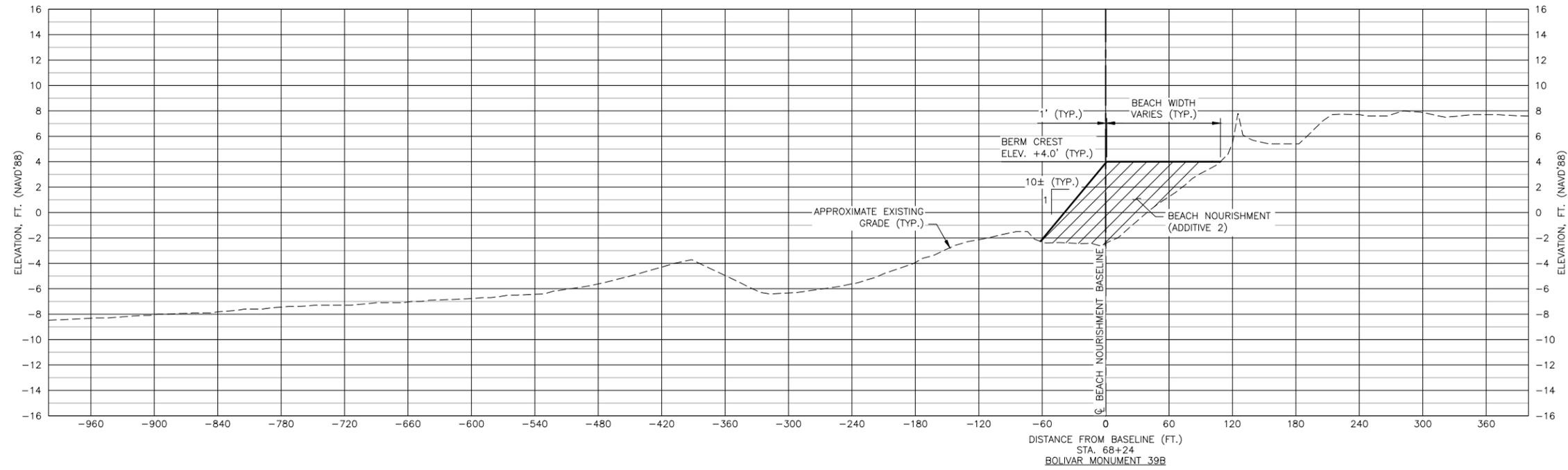


**GALVESTON COUNTY
BEACH AND DUNE RESTORATION
ON BOLIVAR PENINSULA**

CROSS SECTIONS 06

FILENAME | 03C-06.DWG
SCALE | AS NOTED

SHEET
03C-06



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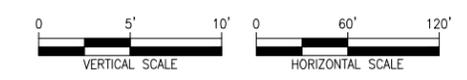
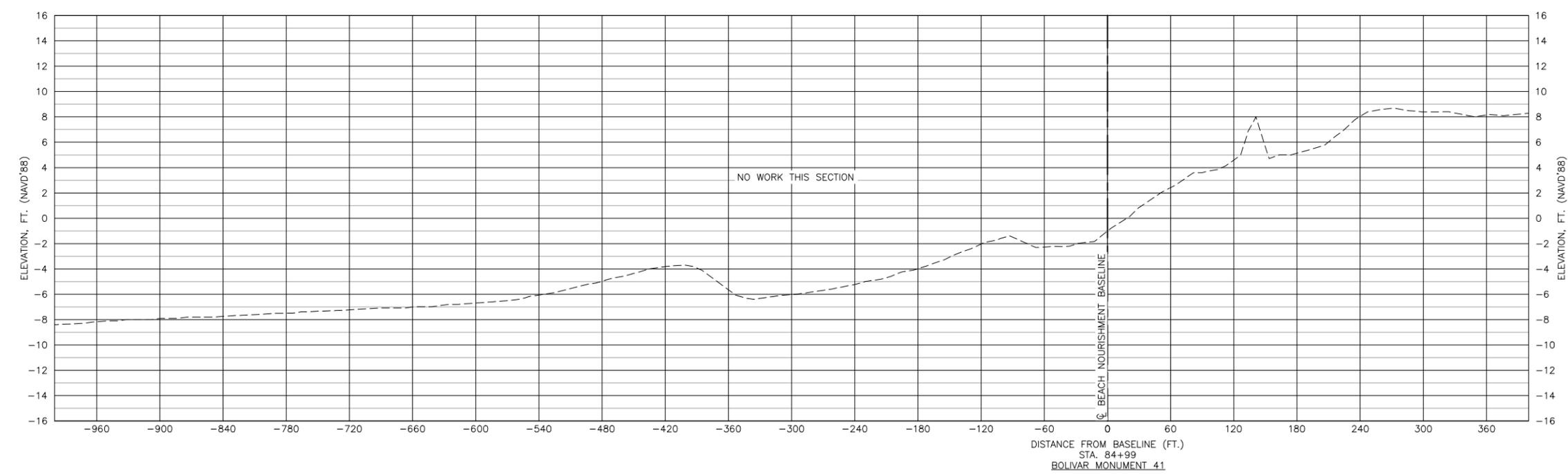
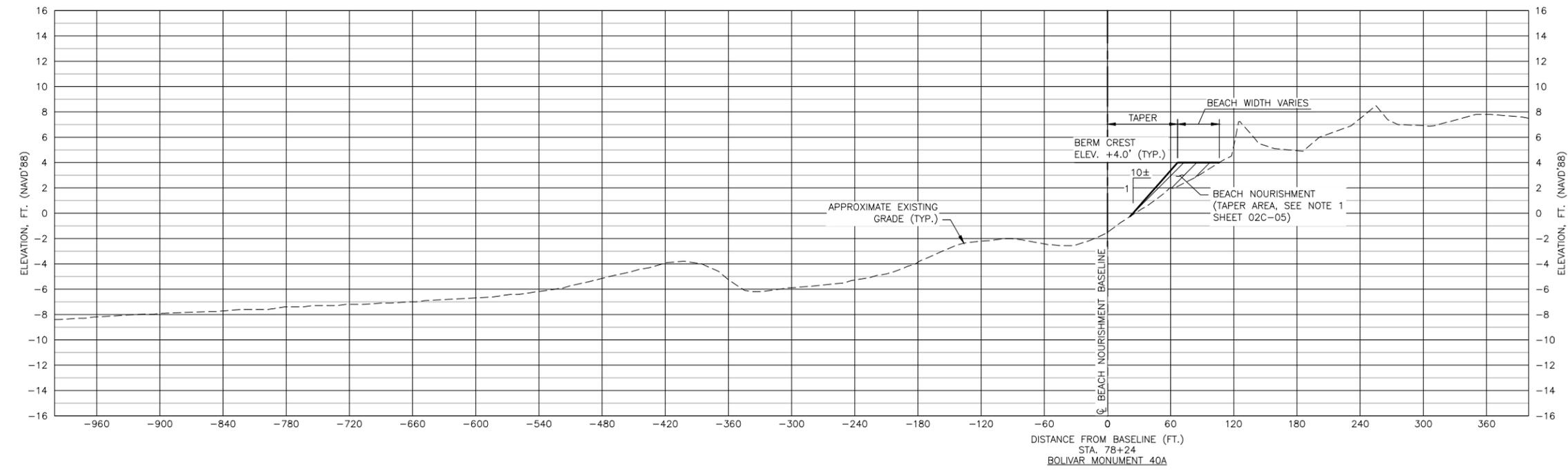


**GALVESTON COUNTY
BEACH AND DUNE RESTORATION
ON BOLIVAR PENINSULA**

CROSS SECTIONS 07

FILENAME | 03C-07.DWG
SCALE | AS NOTED

SHEET
03C-07



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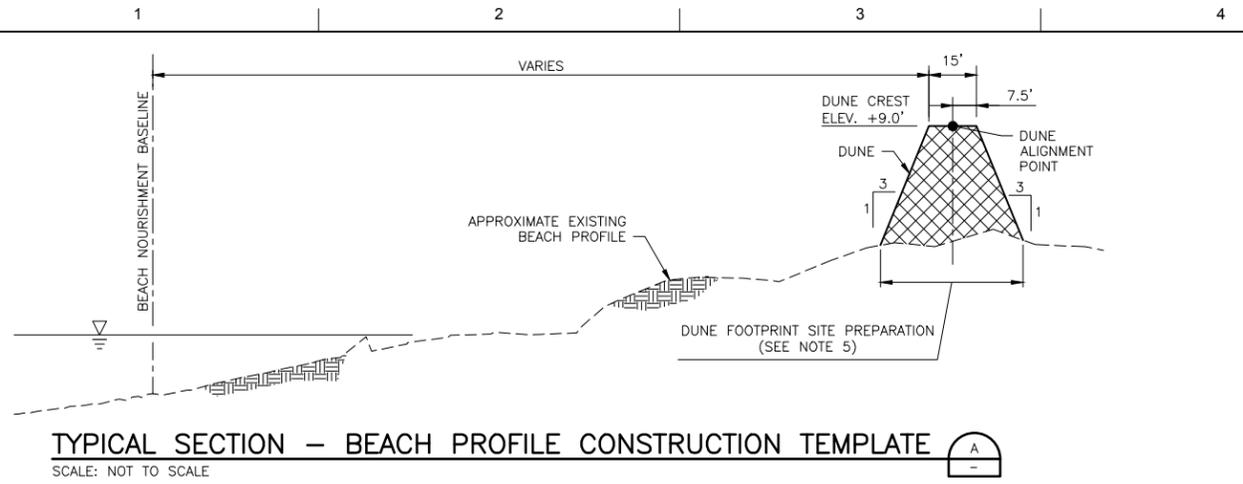


**GALVESTON COUNTY
BEACH AND DUNE RESTORATION
ON BOLIVAR PENINSULA**

CROSS SECTIONS 08

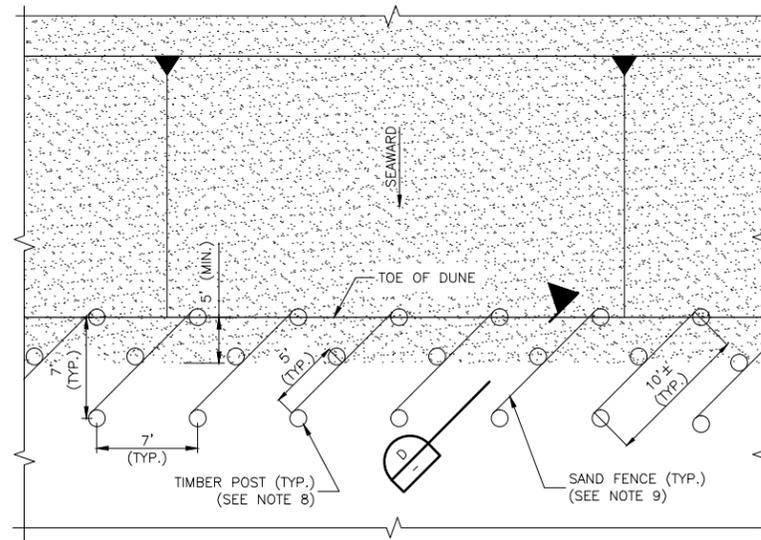
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SCALE | AS NOTED

SHEET
03C-08



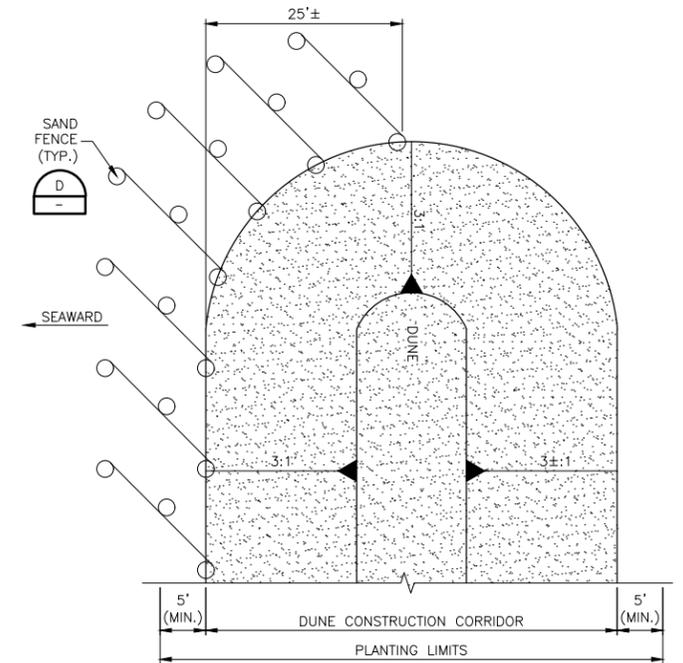
TYPICAL SECTION – BEACH PROFILE CONSTRUCTION TEMPLATE

SCALE: NOT TO SCALE



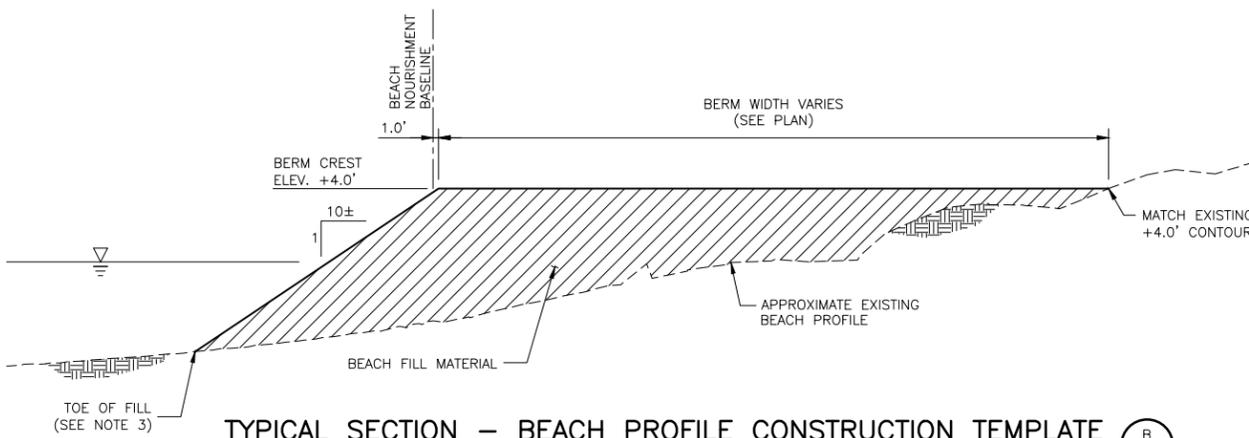
TYPICAL DETAIL – SAND FENCING

SCALE: N.T.S.



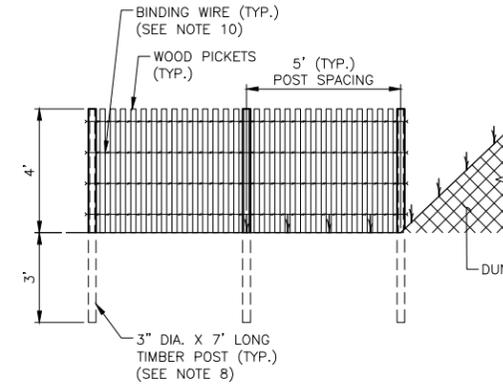
TYPICAL PLAN – DUNE END

SCALE: NOT TO SCALE



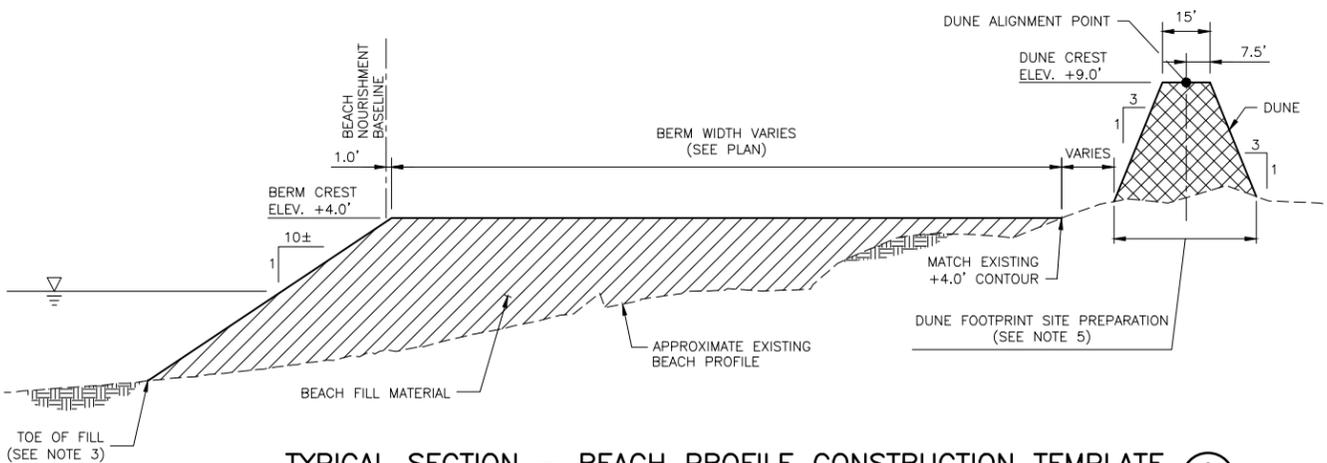
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SCALE: NOT TO SCALE



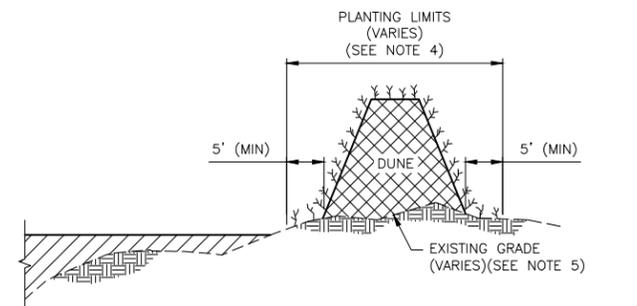
SECTION – SAND FENCING

SCALE: NOT TO SCALE



TYPICAL SECTION – BEACH PROFILE CONSTRUCTION TEMPLATE

SCALE: NOT TO SCALE



TYPICAL SECTION – DUNE PLANTING LIMITS

SCALE: NOT TO SCALE

NOTES:

- REFER TO NOTES ON SHEET 00G-02.
- BEACH FILL PLACEMENT DENSITY SHALL INCREASE/DECREASE RELATIVELY UNIFORMLY WITHIN TAPER AREAS.
- BEACH FILL MATERIAL PLACED SEAWARD OF SHOWN "TOE OF FILL" (AS DETERMINED BY PROJECTION OF 10H:1V SLOPE) SHALL NOT BE INCLUDED IN PAY VOLUMES.
- DUNE PLANTING SHALL EXTEND A MINIMUM OF 5 FT FROM LANDWARD AND SEAWARD TOE OF COMPLETED AND ACCEPTED DUNE. REFER TO SPECIFICATION SECTION 02900, "DUNE PLANTING" FOR INFORMATION ON DUNE PLANT MATERIALS, INSTALLATION, MEASUREMENT AND ACCEPTANCE.
- CONTRACTOR SHALL REMOVE ANY VEGETATION WITHIN DUNE TEMPLATE TO A DEPTH OF 6 TO 12 INCHES. SOIL AND VEGETATION SHALL BE PLACED ADJACENT TO DUNE AND MAY BE USED TO CAP/COMPLETE DUNE TEMPLATE FOR ACCEPTANCE OF DUNE SECTION. MAINTAINING INTEGRITY OF VEGETATION IS NOT REQUIRED, BUT IS ENCOURAGED.
- PLANTING AND SAND FENCE INSTALLATION SHALL EXTEND ALONG FULL LENGTH OF CONSTRUCTED DUNE CORRIDOR. REFER TO SPECIFICATION SECTION 02900, "DUNE PLANTING," FOR ADDITIONAL REQUIREMENTS.
- PLANT SPACING SHALL BE 18" O.C. (MAX.), BOTH DIRECTIONS.
- TIMBER POSTS FOR SAND FENCING SHALL BE 3" DIA. X 7' LONG CEDAR OR TREATED PINE. POSTS SHALL BE EMBEDDED 3' INTO GROUND.
- SAND FENCE SHALL BE FABRICATED FROM 4' HIGH STANDARD SLATTED WOOD PICKETS. SLATS SHALL HAVE A THICKNESS OF 3/8" TO 1/2", WIDTH OF 1 1/2" TO 2", AND LENGTH OF 4'. SPACING BETWEEN SLATS SHALL NOT EXCEED SLAT WIDTH. SLATS SHALL BE UNPAINTED.
- BINDING WIRE FOR SLATS SHALL BE 14 GAUGE (MIN.) GALVANIZED OR STAINLESS STEEL WIRE. FENCE SHALL BE STRETCHED AFTER WEAVING TO TIGHTLY BIND PICKETS. THERE SHALL BE A MINIMUM OF TWO 360 - DEGREE TWISTS IN THE WIRE BETWEEN EACH SLAT. SPACING OF WIRE STRANDS SHALL NOT EXCEED 12".
- FENCE SHALL BE ATTACHED TO POSTS BY SECURING PICKET BINDINGS WITH 16 GAUGE (MIN.) GALVANIZED OR STAINLESS STEEL STAPLES HAVING 1"(MIN.) LEG LENGTH. A MINIMUM OF 8 STAPLES SHALL BE INSTALLED PER POST (2 PER BINDING). FENCING SHALL BE SECURED SUCH THAT BOTTOM OF SLATS IS JUST TOUCHING THE GROUND SURFACE. FENCING SHALL BE WOVEN THROUGH POSTS SUCH THAT IT IS SECURED TO POSTS ON ALTERNATING SIDES.

THIS DRAWING PRINTED HALF SIZE



Texas P.E. Firm
Registration No. F-754

ISSUE	DATE	DESCRIPTION
0	07/13/2016	ISSUED FOR BIDS

PROJECT MANAGER	M. CAMERON PERRY
DESIGNED BY	M. CAMERON PERRY
DRAWN BY	F. MARTINEZ
CHECKED BY	J. MAGALEN
PROJECT NUMBER	258982



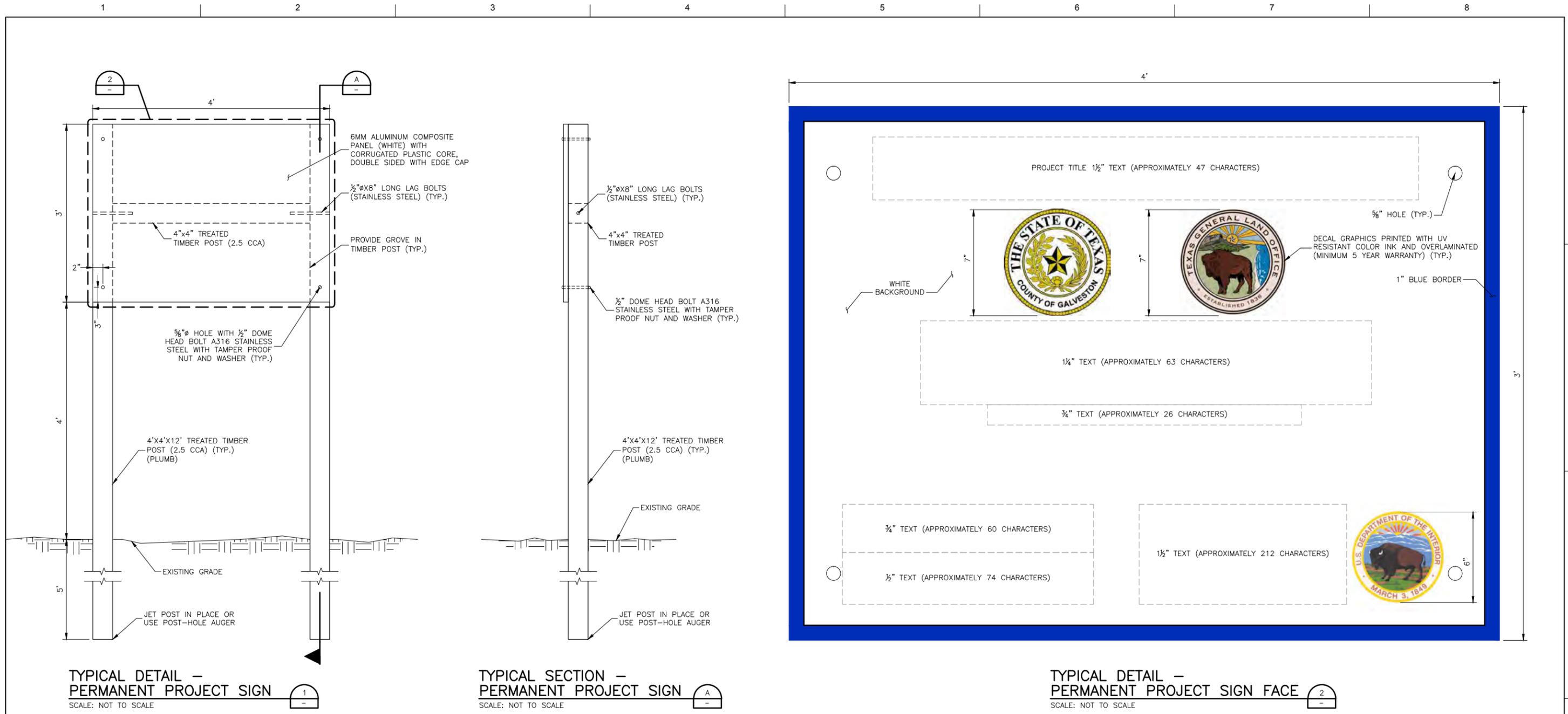
**GALVESTON COUNTY
BEACH AND DUNE RESTORATION
ON BOLIVAR PENINSULA**

TYPICAL SECTIONS AND DETAILS 01

FILENAME | 04C-01.DWG
SCALE | AS NOTED

SHEET

04C-01



- NOTES:
- CONTRACTOR SHALL COORDINATE WITH OWNER REGARDING LOCATION OF SIGN WITHIN PROJECT AREA. OWNER WILL PROVIDE LANGUAGE TO BE INCORPORATED ON TO SIGN.

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ISSUE	DATE	DESCRIPTION
0	07/13/2016	ISSUED FOR BIDS

PROJECT MANAGER	M. CAMERON PERRY
DESIGNED BY	M. CAMERON PERRY
DRAWN BY	F. MARTINEZ
CHECKED BY	J. MAGALEN
PROJECT NUMBER	258982



GALVESTON COUNTY
BEACH AND DUNE RESTORATION
ON BOLIVAR PENINSULA

TYPICAL SECTIONS AND DETAILS 02

FILENAME | 04C-02.DWG
SCALE | AS NOTED

SHEET
04C-02

APPENDIX A

U.S. ARMY CORPS OF ENGINEERS PERMIT



DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1229
GALVESTON TX 77553-1229

September 23, 2011

REPLY TO
ATTENTION OF:

Evaluation Section

SUBJECT: Department of the Army Permit No. SWG-2007-00391; Extension of Time

John Lee
Galveston County Engineers Office
722 Moody Avenue, Suite 316
Galveston, Texas 77550-2317

Dear Mr. Lee:

Your request, dated March 31, 2011, to amend Permit No. SWG-2007-00391 for an extension of time is approved pursuant to Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act. The permit site is located adjacent to the Gulf of Mexico, on the beach on the Bolivar Peninsula, in Galveston County, Texas.

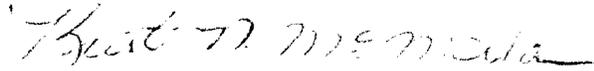
Department of the Army (DA) Permit 21755, was issued January 10, 2000. This permit authorized hydraulic dredging up to 300,000 cubic yards of sand from Rollover Bay to fill geo-tubes and nourish public beaches in the stated project area. Amendment (01), issued September 25, 2001, authorized an additional upland sand source, Kahla's Sand Pit. Amendment (02), issued on May 14, 2004, authorized an additional 155 acres of beach to be nourished. This amendment also added eight special conditions regarding Kemp's ridley sea turtle nesting season work restrictions. Special Condition No.2 specifically stated that "No beach nourishment activities or any other work will be conducted during the Kemp's ridley sea turtle nesting period, from March 15 to September 30 ". Amendment (03), issued May 21, 2004, authorized work to be conducted specifically during the 2004 Kemp's ridley sea turtle nesting season. This amendment added additional sea turtle special conditions and specific sea turtle monitoring protocols to be followed during this time frame. Amendment (04), requesting the use of an additional sand borrow source, was withdrawn January 19, 2005. Amendment (05), issued on February 15, 2005, added an additional upland sand borrow source to the project. Amendment (06), issued on June 30, 2006, extended the time to conduct beach nourishment and geo-textile work, and authorized the enlargement of an existing upland sand borrow source area. Amendment (07) was renumbered as SWG-2007-00391 and issued on April 20, 2007, amending the existing permit and authorized repair and maintenance including sand encasement, on damaged areas of existing geo-textile tubes during the 2007 Kemp's ridley sea turtle nesting season

All work is to be performed in accordance with the enclosed plans in 16 sheets, Attachment "A" in 2 sheets, and the original permit conditions, which remain in full force and effect, with the exception of the time limit for completion. This authorization expires on December 31, 2016. The following special conditions have been retained as part of this authorization:

1. The permittee understands and agrees that if future operations by the United States require the removal, relocation or other alteration of the structure or work herein authorized or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, upon due notice from the Corps of Engineers (CE), the permittee will be required to remove, relocate or alter the structural work or obstructions caused thereby without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
2. No work will be conducted during the Kemp's ridley sea turtle nesting period from March 15 to September 30. Requests for deviations to this time frame must be submitted to the CE and United States Fish and Wildlife Service to be evaluated and approved on a case-by-case basis. If work is authorized to be conducted within Kemp's ridley nesting season, work must proceed in accordance with protocols listed in Attachment A titled: "Endangered Species Avoidance and Minimization Measures".
3. Material placed on the beach will be beach quality sand in that it is consistent in grain size, color, and composition with the existing beach sand and free from hazardous contaminants.
4. New upland sand borrow sites must be coordinated with, and approved by, the CE prior to their use during beach renourishment and geotextile tube maintenance activities. Material to be excavated from each new site must first be tested and shown to be beach quality sand consistent in grain size, color, and composition with the existing beach sand and free from hazardous contaminants. Borrow sites are not authorized in adjacent wetland areas.
5. After a renourishment project is complete, all mud or wind tidal flats and/or project sites seaward of the mean high tide line will be restored to preconstruction slope or contours and all ruts will be leveled within seven days once work has been completed.
6. The permittee must notify the CE immediately if piping plovers or sea turtles occur in the immediate vicinity of the dredging and beachfront activities and if these activities harm or injure any of these turtles or birds in the area.

Please notify the District Commander, in writing, upon completion of the authorized work.

FOR THE DISTRICT COMMANDER:



Kristi N. McMillan
Leader, Central Evaluation Unit

Enclosures

Copies Furnished:

Eighth Coast Guard District, New Orleans, LA

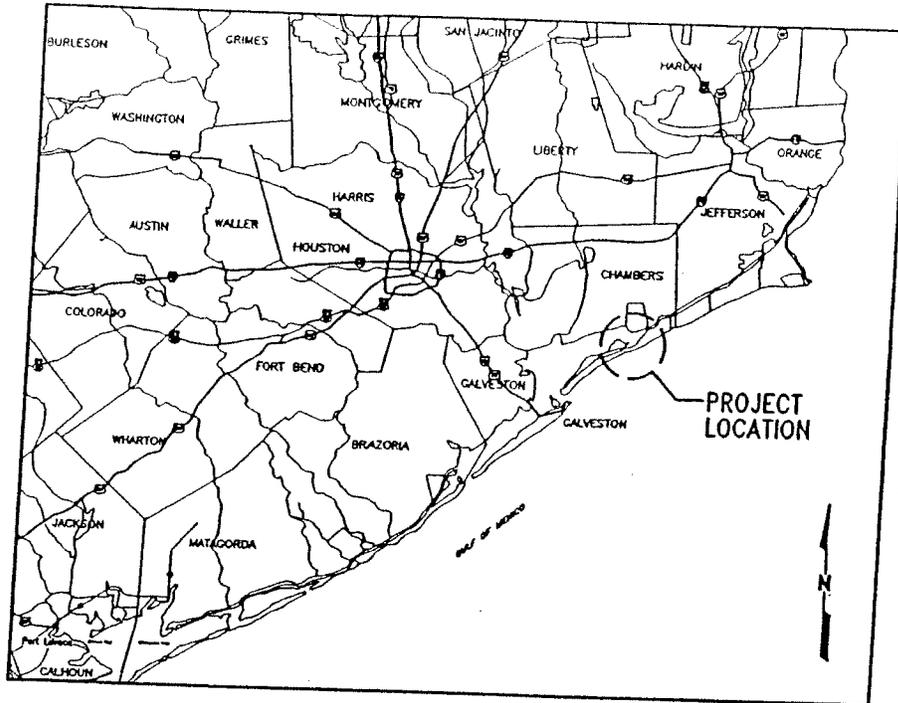
NOAA/NOS, Coast & Geodetic Survey, Silver Spring, MD

U.S. Fish and Wildlife Service, Houston, TX

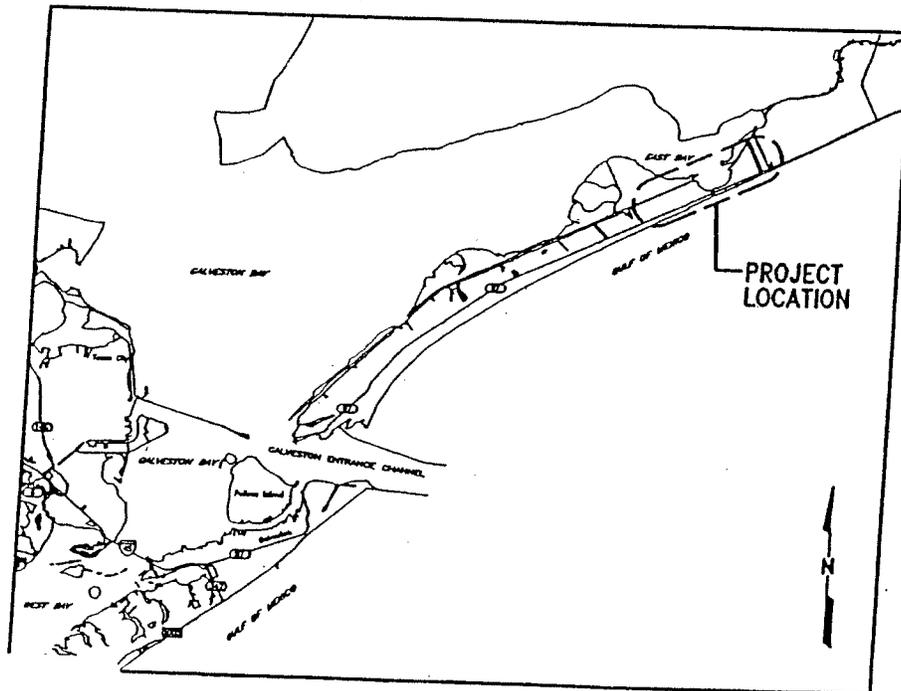
Texas General Land Office, Austin, TX

Texas General Land Office, La Porte, TX

Houston/Galveston Resident Office, Galveston, TX



VICINITY MAP



LOCATION MAP

COUNTY OF GALVESTON
JANUARY 26, 2005

ERMIT 21755 - RENOURISHMENT PROJECT
VICINITY MAP

SHEET 1 of 16

PERMITTED PLANS

ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION

APPLICANT: COUNTY OF GALVESTON

DATE: JUNE 2003



SHINER MOSELEY AND ASSOCIATES, INC.
ENGINEERS & CONSULTANTS

555 North Carnochara Street, Suite 1650 Corpus Christi, Texas 78478

(REV. 2 - SEPT. 2004)

SMA Job No: 20093.06

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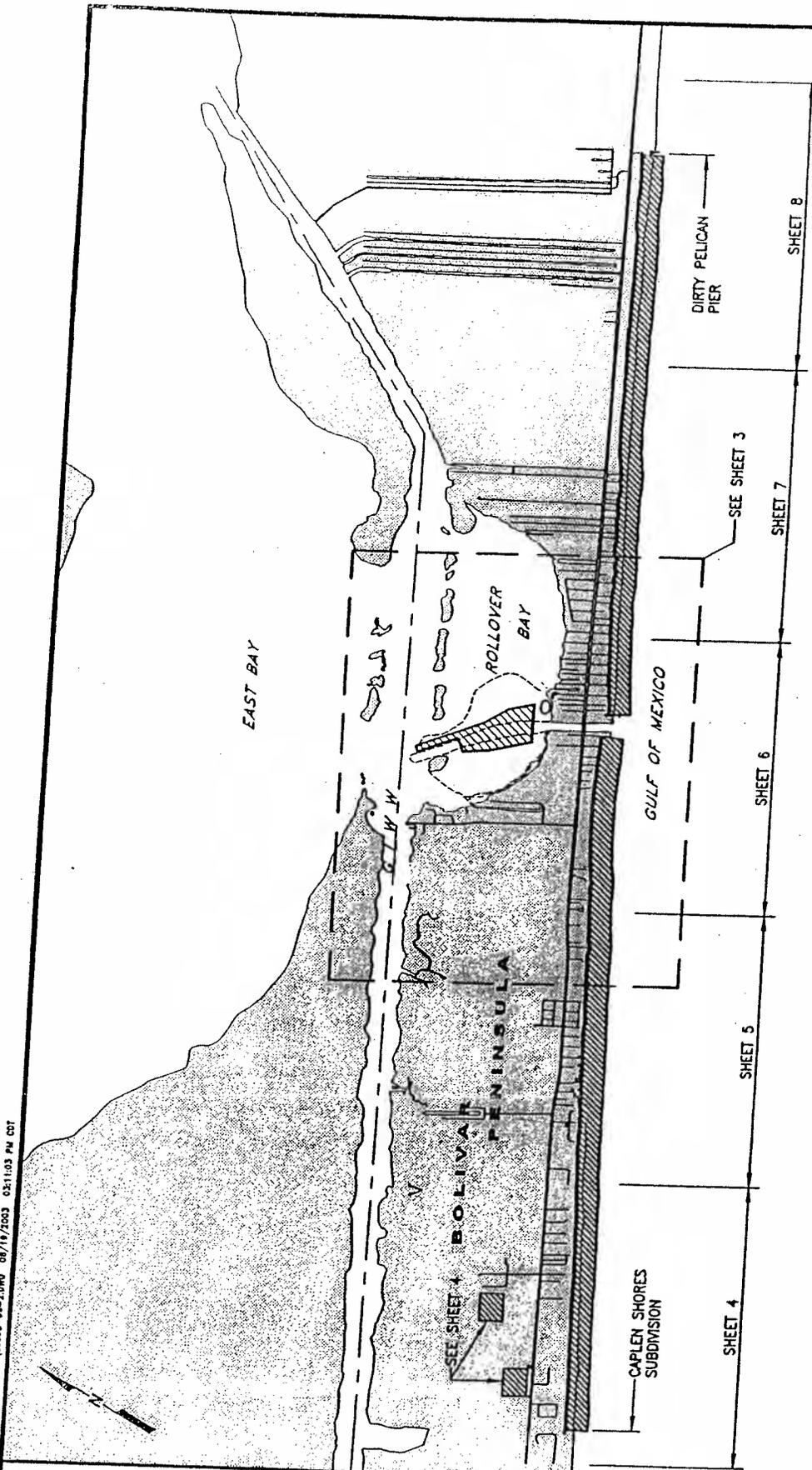
PERMITTED PLANS

COUNTY OF GALVESTON
 JANUARY 26, 2005
 PERMIT 21755 AND 21755 (0A)
 RENOURISHMENT AREA DETAIL
 Sheet 2 of 6

PROJECT LAYOUT
 NOT TO SCALE

NOTES:

1. DREDGING ACTIVITIES WILL NOT INCREASE SHOALING IN GIWW OR ASSOCIATED MAINTENANCE DREDGING REQUIREMENTS.
2. DREDGING ACTIVITIES WILL NOT BLOCK TRAFFIC IN GIWW.
3. 300' CLEARANCE WILL BE MAINTAINED BETWEEN BORROW SOURCE AREA AND EXISTING EMERGENT ISLANDS AND SOUTHERN SHORELINE.
5. MLT = ± -0.5' NAVD '88



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ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION

APPLICANT: COUNTY OF GALVESTON

DATE: JUNE 2003

(REV. 2 - SEPT. 2004)

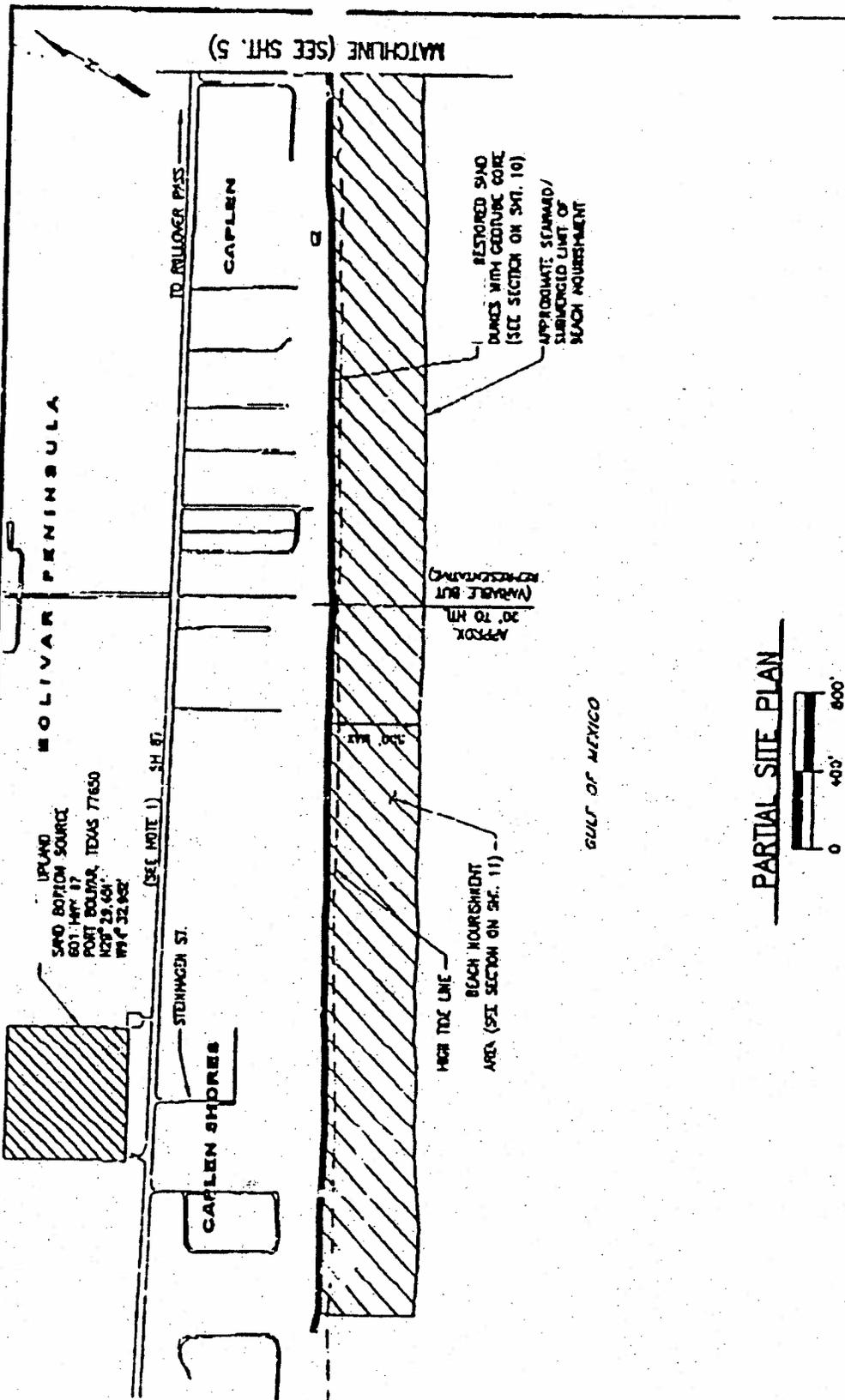


SHINER MOSELEY AND ASSOCIATES, INC.
 ENGINEERS & CONSULTANTS

555 North Carancahua Street, Suite 1650 Corpus Christi, Texas 78478

SMA Job No: 20093.06

SHEET 2 of 11



PERMITTED PLANS

NOTES:

1. IN ORDER TO OBTAIN TRUCKS HAULING SAND FOR THE PROJECT, THE PERMITTEE WILL INSTALL AND MAINTAIN WARNING SIGNS ON STATE HIGHWAY 67 AT THE SAND PIT ENTRANCE AND AT THE BEACH ACCESS POINTS BEING USED TO TRANSPORT SAND TO THE BEACH.

ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION

APPLICANT: COUNTY OF GALVESTON

DATE: JUNE 2003

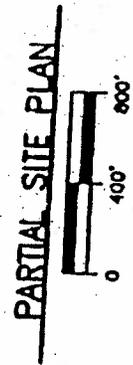
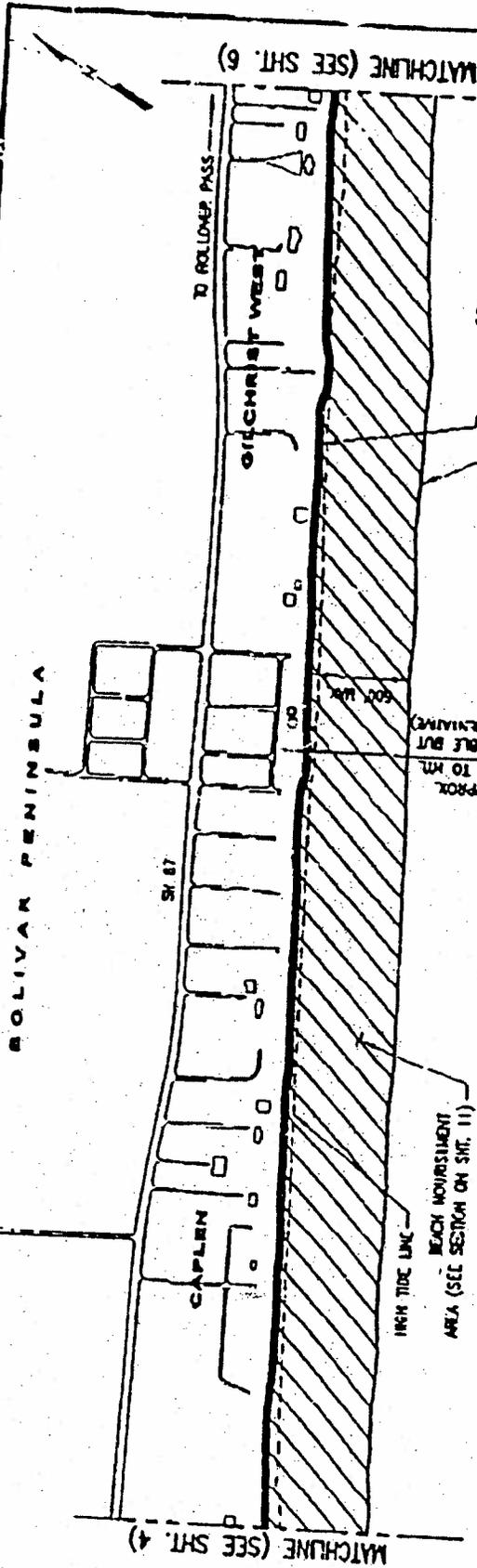
(REV. 1 - 07/14/03)



STEINER MOSELEY AND ASSOCIATES, INC.
ENGINEERS & CONSULTANTS

355 North Caroline Street, Suite 1630 Corpus Christi, Texas 78471

SMA Job No: 20093.06



PERMITTED PLANS

ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION

APPLICANT: COUNTY OF GALVESTON

DATE: JUNE 2003

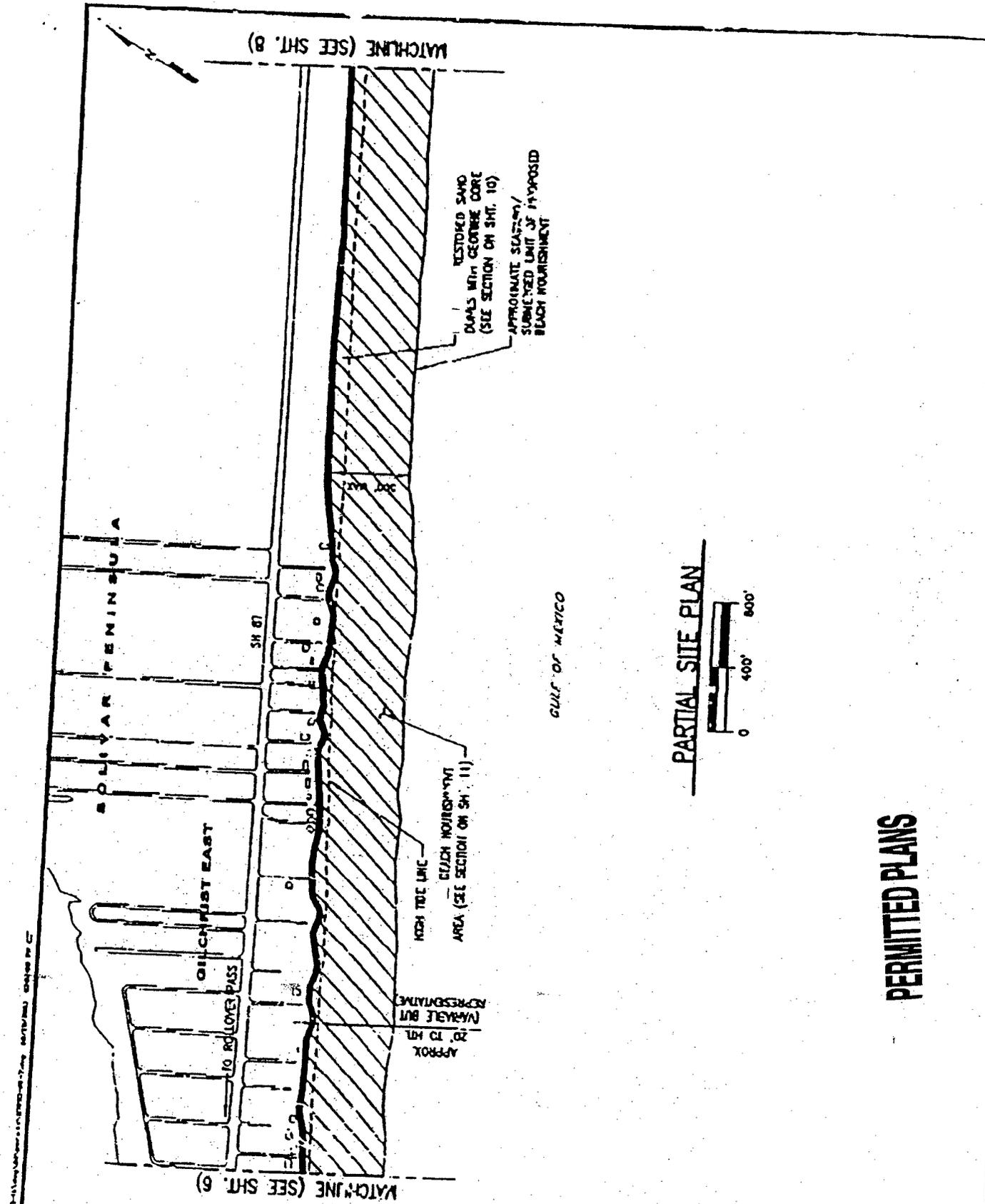
(REV. 1 - 07/14/03)



SHINER MOSELEY AND ASSOCIATES, INC.
ENGINEERS & CONSULTANTS

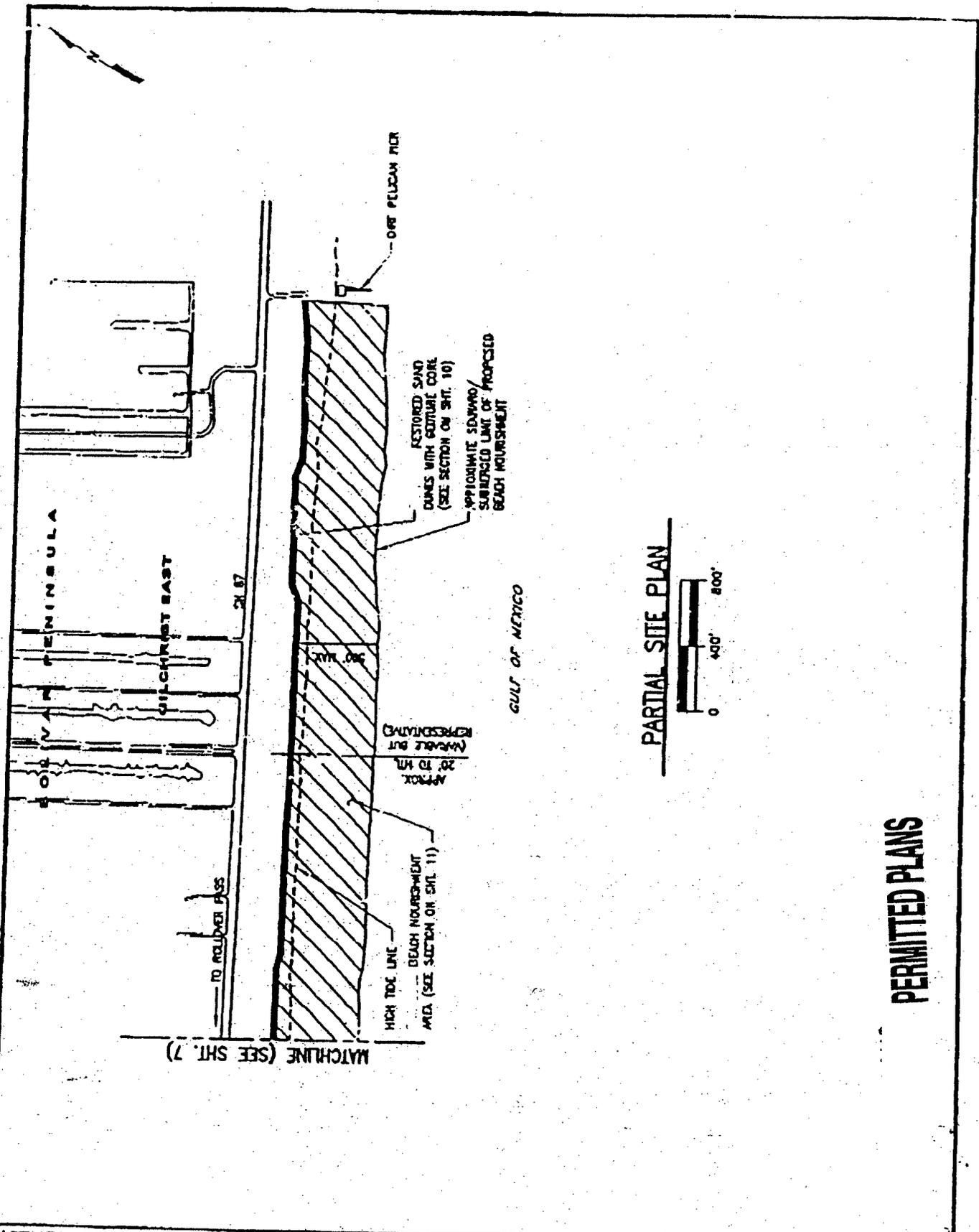
333 North Caraculosa Street, Suite 1630 Corpus Christi, Texas 78478

SMA Job No: 2003.06



PERMITTED PLANS

<p>ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION</p>	 <p>SHINER MOSELEY AND ASSOCIATES, INC. ENGINEERS & CONSULTANTS</p>
<p>APPLICANT: COUNTY OF GALVESTON</p>	<p>555 North Chesapeake Street, Suite 1650 Corpus Christi, Texas 78478</p>
<p>DATE: JUNE 2003</p>	<p>(REV. 1 - 07/14/03) SMA Job No: 20093.06</p>



PERMITTED PLANS

ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION

APPLICANT: COUNTY OF GALVESTON

DATE: JUNE 2003

(REV. : - 07/14/03)

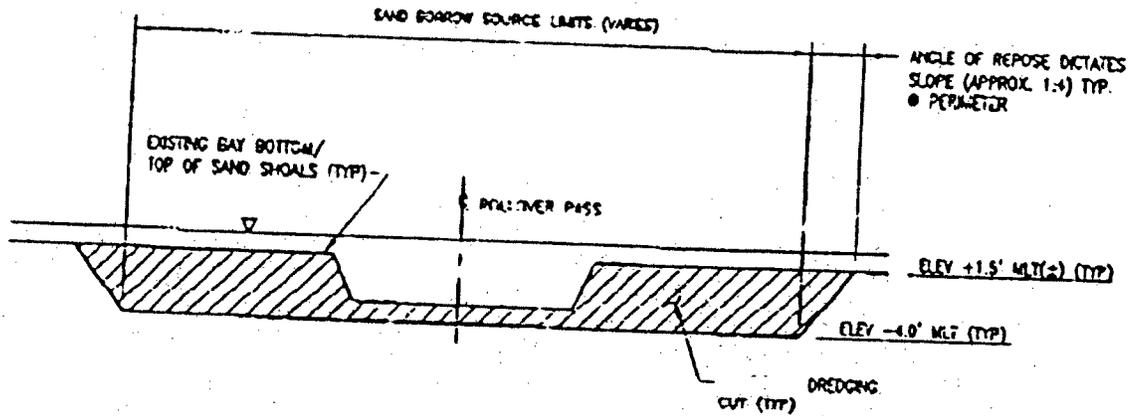


SKINNER MOSELEY AND ASSOCIATES, INC.
ENGINEERS & ARCHITECTS

555 North Carondelet Street, Suite 1450 Corpus Christi, Texas 78478

SWA Job No: 20093.06

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(LOCKING NORTH)

TYPICAL BORROW SOURCE SECTION
NOT TO SCALE

NOTES:

1. UNLICKING WILL OCCUR UNDER MULTIPLE PROJECTS ACROSS THE DURATION OF THE PERMIT. SHOULD PREVIOUSLY DREDGED AREAS BECOME REPLENISHED WITH SUFFICIENT NEW SAND BETWEEN DREDGING EVENTS, THESE AREAS WILL BE RE-DREDGED FIRST IN LIEU OF DISTURBING OTHER AREAS WITHIN THE SAND BORROW SOURCE LIMITS.
2. DREDGE CUT WILL OCCUR FROM ADJACENT DEEPER WATER AND WILL BE UNIFORMLY TRANSITIONED WITH NO ISOLATED POCKETS OR AREAS DEEPER THAN ADJACENT DEPTHS.
3. SAND BORROW SOURCE LIMITS ARE OFFSET AT LEAST 300' FROM THE SHORELINE AND EXISTING SHOALS/ISLANDS SO AS NOT TO IMPACT ANY EMERGENT AREAS UTILIZED BY BIRDS.
4. BY DREDGING MATERIAL FROM WITHIN THE DESIGNATED SAND BORROW SOURCE LIMITS, NATURAL WATER DEPTHS WILL BE REESTABLISHED IN AREAS WHERE SAND HAS PREVIOUSLY ACCRETED OVER EXISTING BAY BOTTOM.
5. BY DREDGING MATERIAL FROM WITHIN THE DESIGNATED SAND BORROW SOURCE LIMITS, MAINTENANCE DREDGING ALONG THE ADJACENT LENGTH OF THE GWW MAY BE REDUCED.
6. BY DISCHARGING MATERIAL ON THE GULF BEACH, SHORELINE EROSION WILL BE SLOWED THUS PRESERVING THE PUBLIC BEACH AND BENEFITING RECREATIONAL ACTIVITIES.
7. ALLOWABLE OVERDEPTH EQUALS 1.0'.

PERMITTED PLANS

ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION

APPLICANT: COUNTY OF GALVESTON

DATE: JUNE 2003

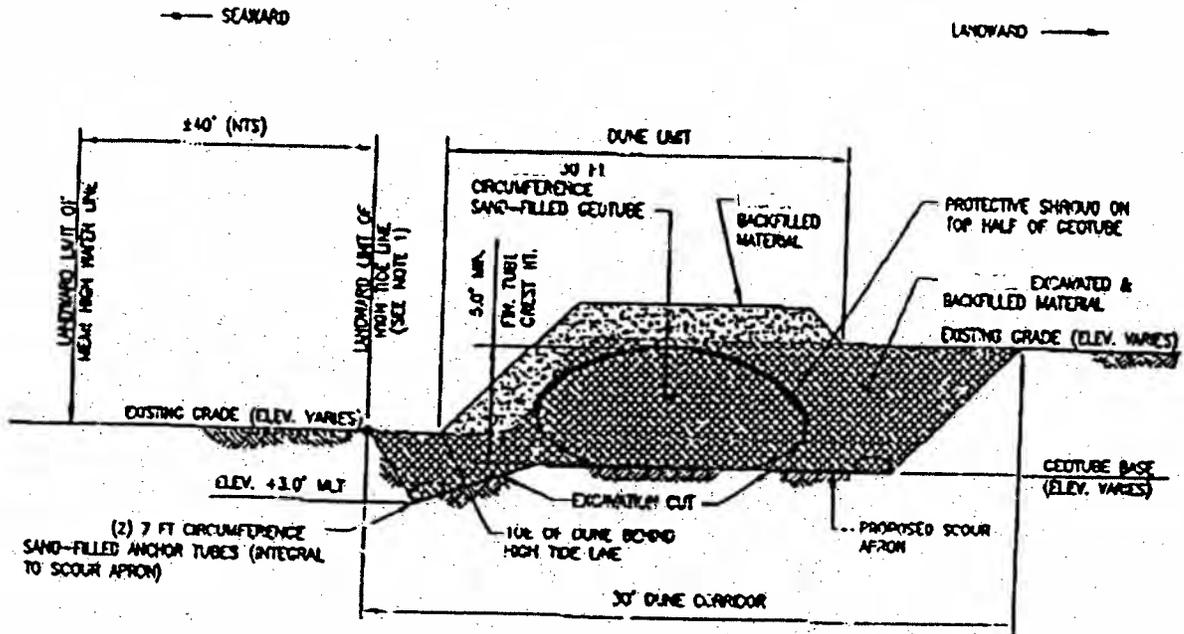


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ENGINEERS & CONSULTANTS

555 North Christopher Street, Suite 1650 Corpus Christi, Texas 78478

(REV. 1 - 07/14/03)

SMA Job No: 20093.06



(LOOKING WEST)

TYPICAL DUNE SECTION

NOT TO SCALE

NOTES:

1. HIGH TIDE LINE VARIES FROM 60' IN FRONT OF DUNE CORRIDOR TO EDGE OF DUNE CORRIDOR. TOE OF DUNE WILL BE BEHIND HIGH TIDE LINE.
2. RESTORED SAND DUNE IS APPROXIMATELY ALIGNED WITH LINE OF VEGETATION. LINE OF VEGETATION IS LANDWARD OF DUNE AT SOME LOCATIONS AND SEAKWARD AT OTHERS.

PERMITTED PLANS

ACTIVITY: BOLIVAR PENINSULA BEACH/DUNE RESTORATION

APPLICANT: COUNTY OF GALVESTON

DATE: JUNE 2003



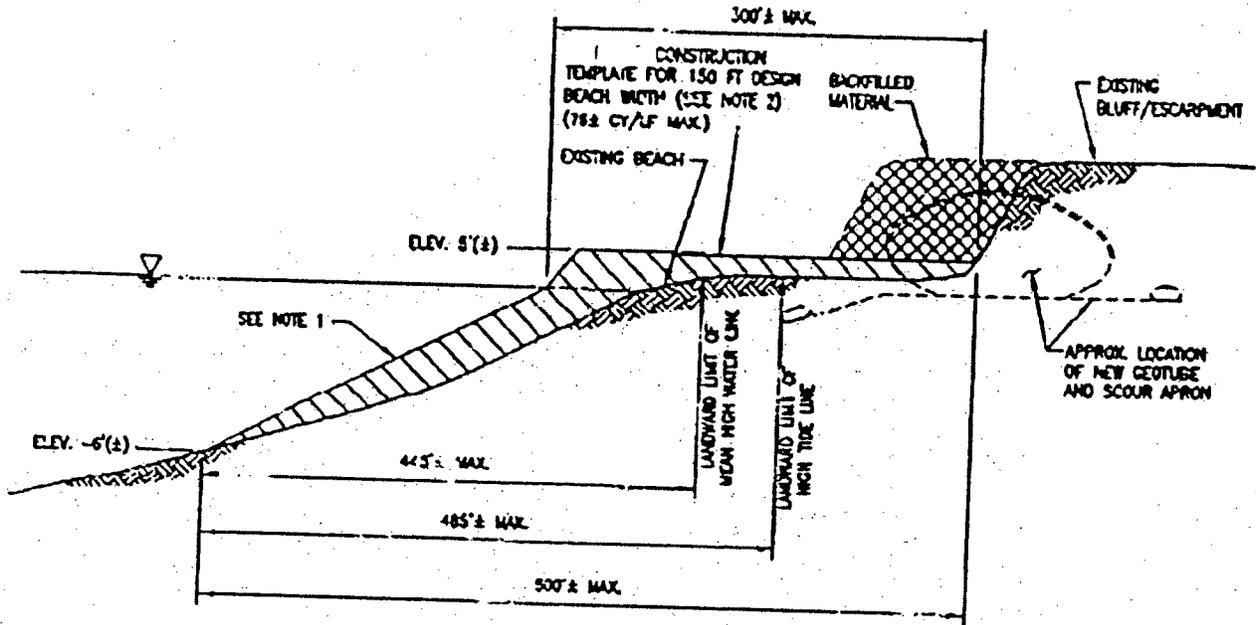
SHINER MOSELEY AND ASSOCIATES, INC.
ENGINEERS & CONSULTANTS

333 North Comstock Street, Suite 1630 Corpus Christi, Texas 78478

(REV. 1 - 07/14/03)

SMA Job No: 20093.06

A 30' DUNE CORRIDOR SHALL BE MAINTAINED AT ALL TIMES. SEE NOTE 1. DATE: 07/14/03.



(LOOKING WEST)

TYPICAL NOURISHMENT BEACH SECTION
NOT TO SCALE

NOTES:

1. SLOPE AT EMERGENT AND SUBMERGED PORTION OF PROPOSED BEACH FILL DICTATED BY MATERIAL'S ANGLE OF REPOSE AND WAVE CONDITIONS AT TIME OF PLACEMENT.
2. BEACH WILL FLATTEN TO EQUILIBRIUM CONDITION UNDER WAVE ACTION.
3. ACTUAL SIZE OF PROPOSED BEACH FILL AND WIDTH OF BEACH WILL VARY DEPENDING ON AVAILABLE VOLUME OF BEACH-QUALITY BORROW MATERIAL.

PERMITTED PLANS

ACTIVITY: BOLVAR PENINSULA BEACH/DUNE RESTORATION

APPLICANT: COUNTY OF GALVESTON

DATE: JUNE 2003

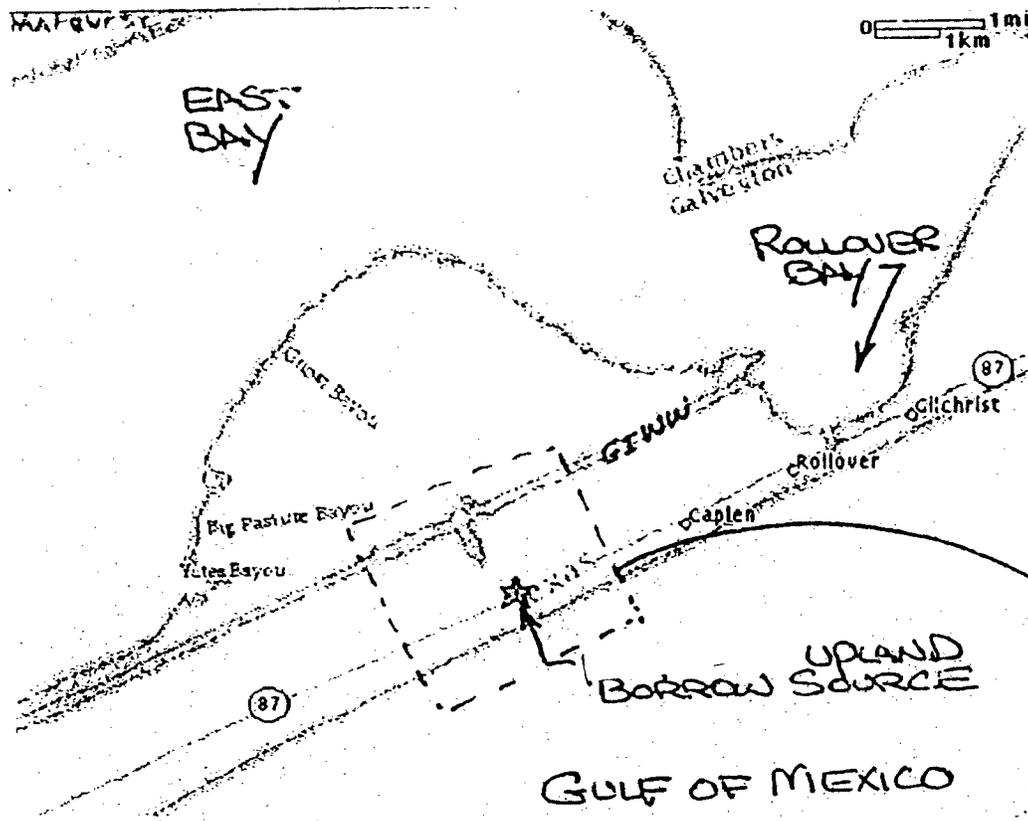


SHINER MOSELEY AND ASSOCIATES, INC.
ENGINEERS & CONSULTANTS

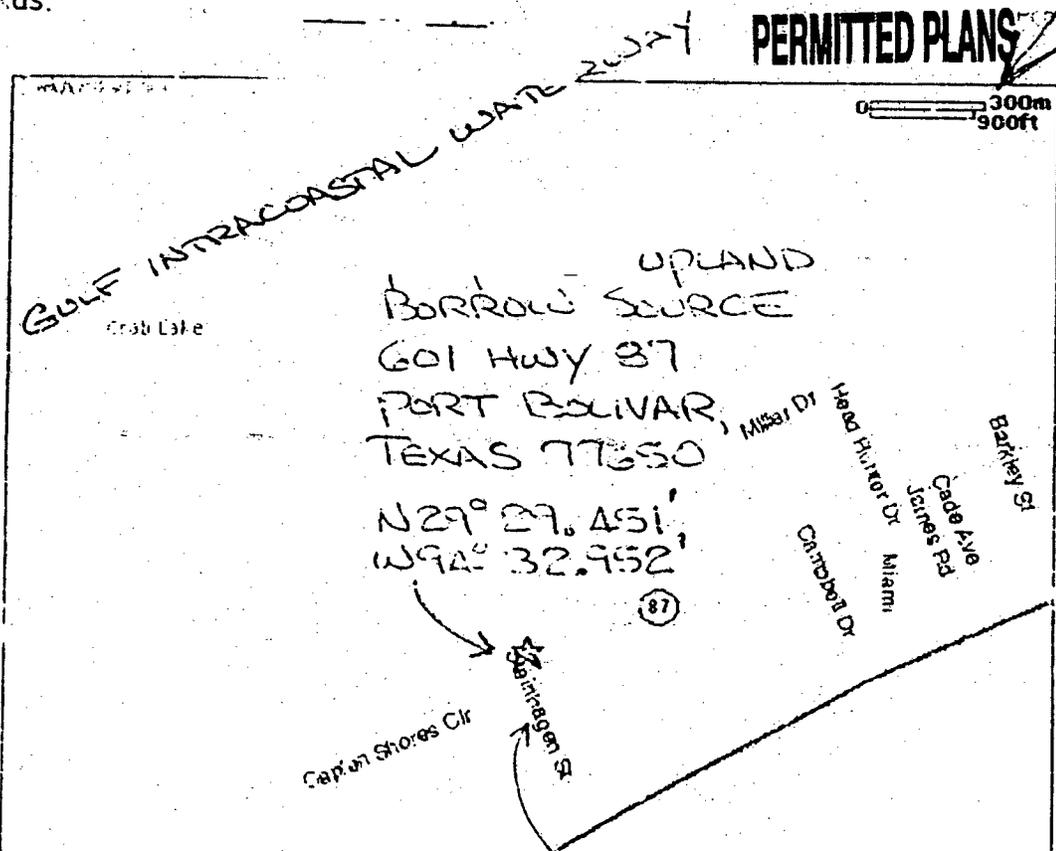
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(REV. 1 - 07/14/03)

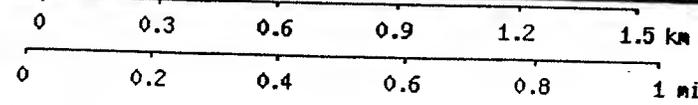
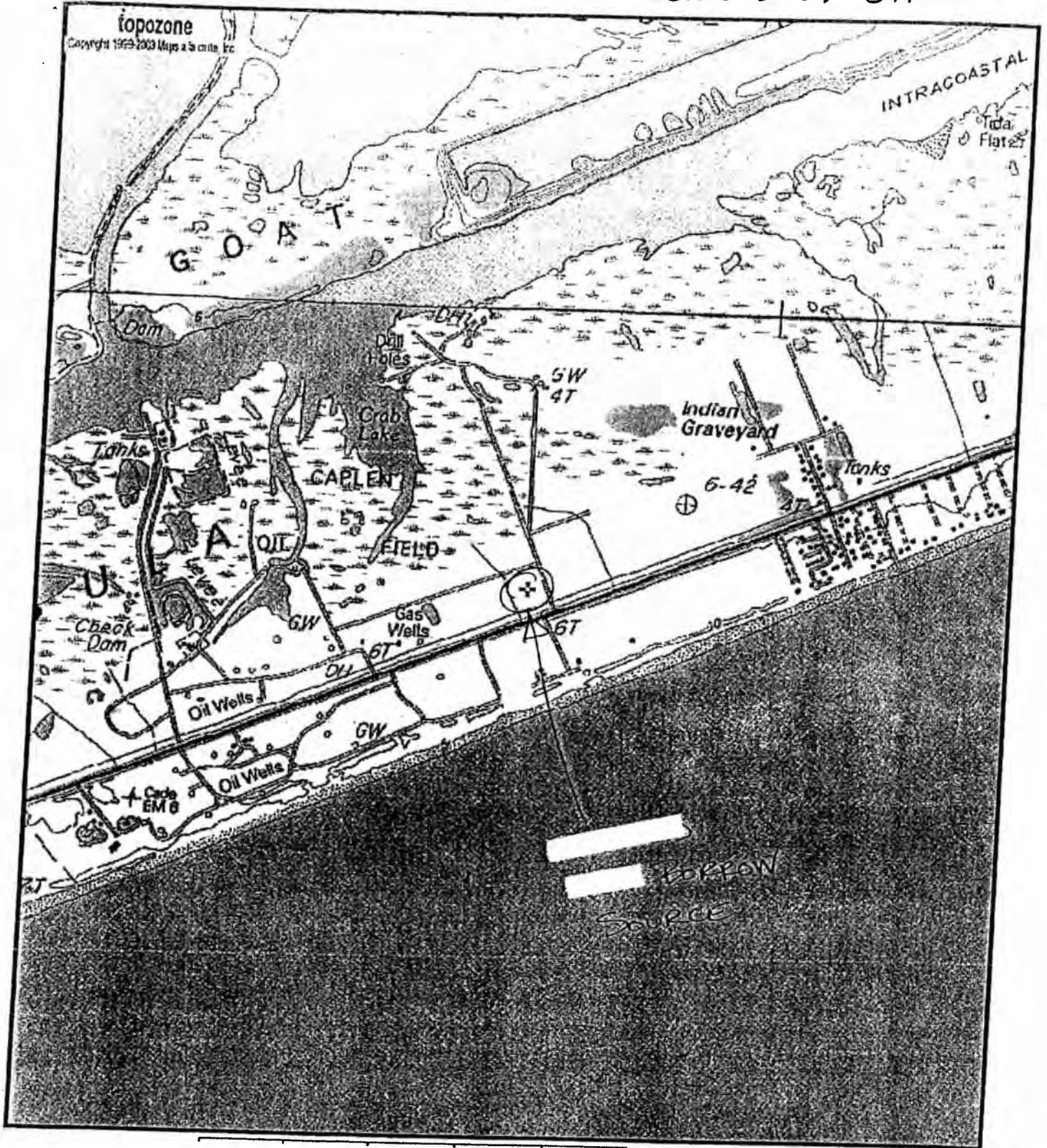
SMA Job No: 20093.06



County of Galveston
 Kahla's Sand Pit, Bolivar Peninsula, Galveston
 County, Texas.



NOTE: In order to warn of trucks hauling sand for this project, the permittee will install and maintain warning signs on State Highway 87 at the sand pit entrance and at the beach access points being used to transport sand to the beach.



Map center is UTM 15 349709E 3263230N (NAD27)
 Caplen quadrangle
 Projection is UTM Zone 15 NAD83 Datum

M=3.574
 G=-0.763

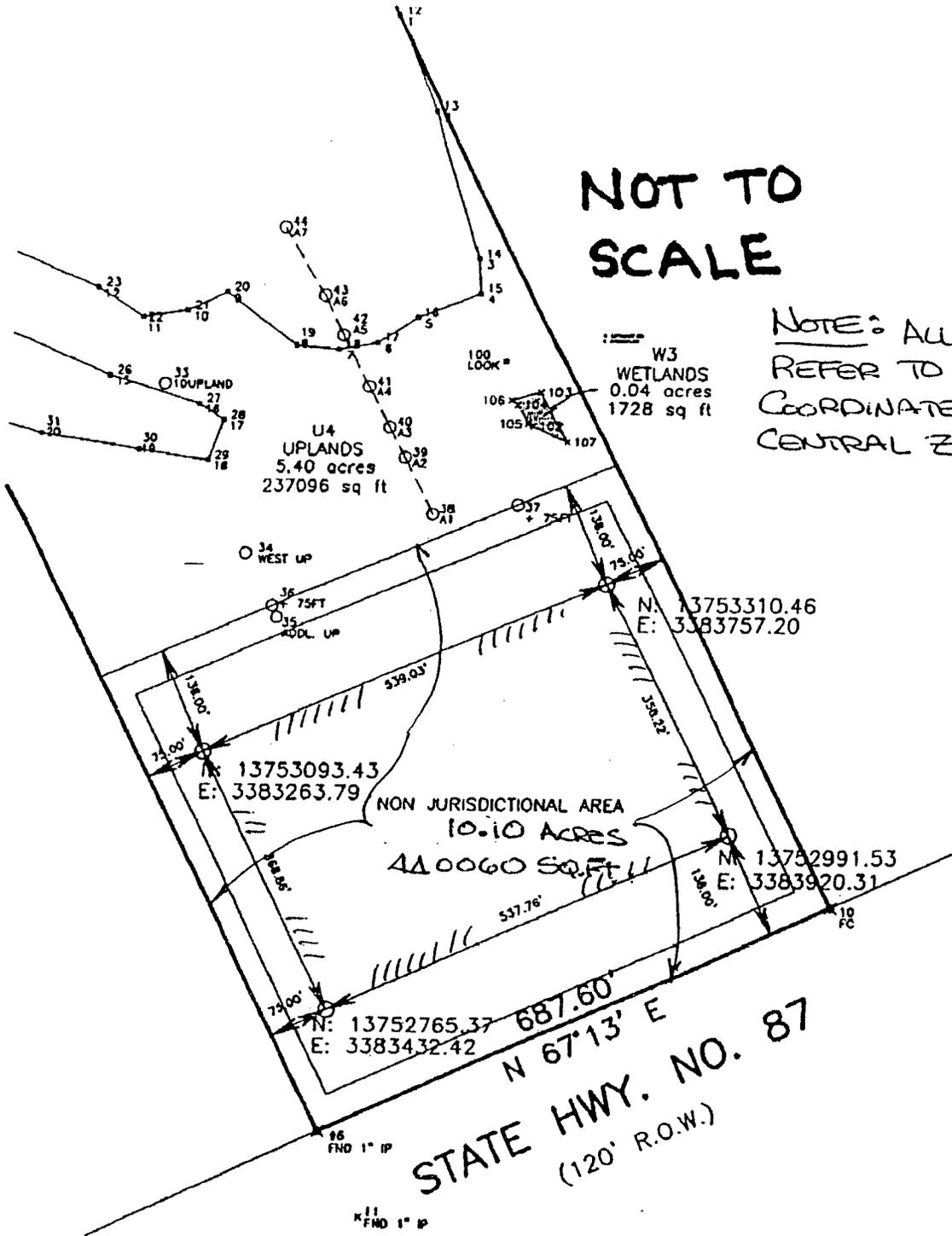
PERMITTED PLANS

PERMITTED PLANS

COUNTY OF GAI VESTON
 JANUARY 26, 2005
 BORROW SOURCE

NOT TO SCALE

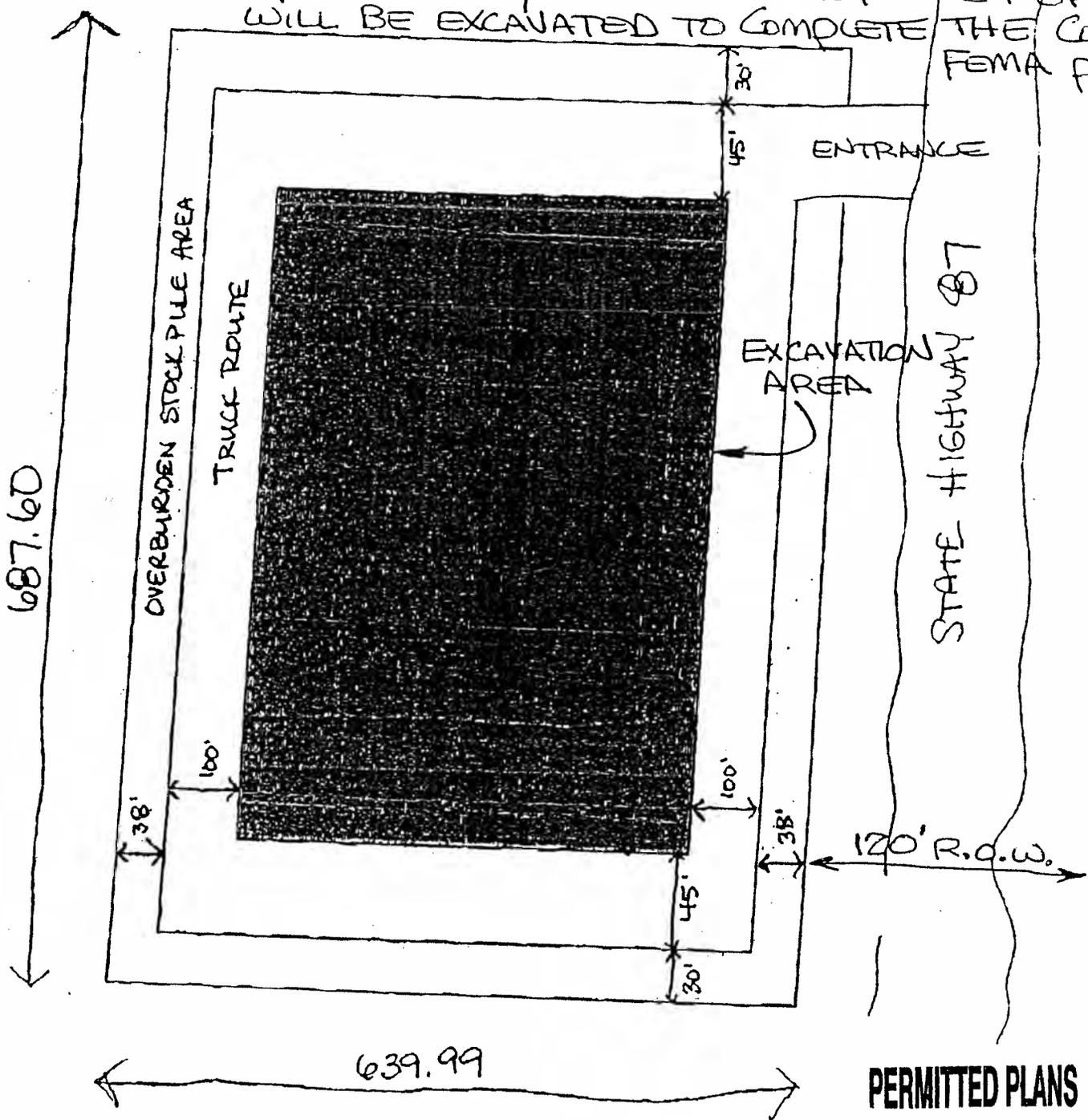
NOTE: ALL COORDINATES REFER TO STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD'83.



PERMITTED PLANS

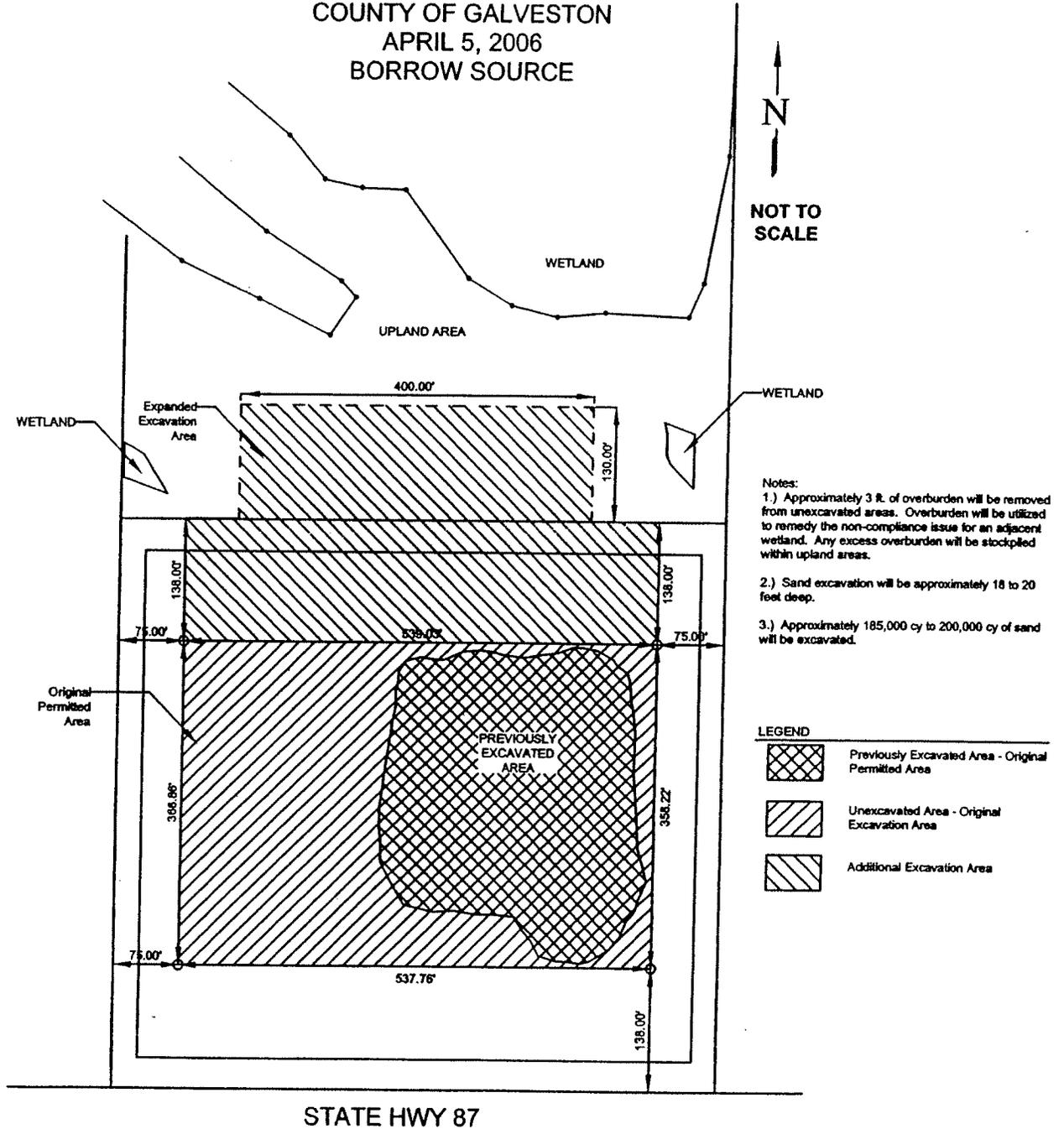
NOTES:

1. APPROXIMATELY 2 FT. OF OVER BURDEN WILL BE REMOVED WITHIN EXCAVATION AREA & STOCKPILED OVER UPLANDS AS SHOWN.
2. SAND EXCAVATION WILL BE APPROXIMATELY 10 FT. DEEP.
3. APPROXIMATELY 65,000 TO 75,000 CY OF SAND WILL BE EXCAVATED TO COMPLETE THE COUNTY FEMA PROJECT



PERMITTED PLANS

PERMIT # 21755 (06)
 COUNTY OF GALVESTON
 APRIL 5, 2006
 BORROW SOURCE



PERMITTED PLANS

Attachment A

Endangered Species Avoidance and Minimization Measures

1. An independent, qualified observer or observers will be hired by Galveston County to monitor all construction activities, escort construction vehicles to and from work sites, and monitor for the presence of threatened and endangered species throughout the work day. Information regarding the qualifications of the independent observer or observers must be submitted to the Galveston District CE and approved prior to start of work within the permit area.
2. Work crews will be required to attend a half-day training session coordinated by Galveston County (with assistance from National Oceanic and Atmospheric Administration and FWS personnel staff) to learn how to identify nesting sea turtles and what actions should be taken if turtles are observed. This training will include an overview and handouts with photographs of all listed species workers might encounter in the project area. Documentation of this training, including a list of attendees, must be submitted to the CE prior to the start of work in the permit area.
3. Materials and equipment required for the project will be staged in upland areas and transported as needed to the proposed work sites. The temporary overnight storage of earthmoving equipment on the beach is allowed, as necessary, when work is conducted outside of the Kemp's ridley sea turtle nesting period (March 15 to September 30).
4. Construction vehicles will access the beach from county roads closest to the work sites to greatly reduce unnecessary transport along the beachfront. Drive-overs will be constructed of beach-quality sand at these access points to ingress and egress the work sites only.
5. The number of vehicles transiting from the upland areas to the project sites will be kept to a minimum, all vehicles will use the same pathways, and access will be confined to the immediate project areas. Construction/repair activities will occur from the landward side of the geotextile-tube-core dunes whenever possible, and no work will continue after dark.
6. Prior to the start of work, Galveston County will ensure that the contractor and monitors inspect the beach adjacent to and along work areas before work begins each morning, after work concludes each day, and other such times as deemed necessary by the independent monitors.

7. The sand required to fill deflated sections of geotextile tube will be obtained from an authorized source and stockpiled on County rights-of-ways, parking lots, and roadways adjacent to the repair location to greatly reduce the need to transport material. Sand will then be transported to the fill hopper by a rubber-wheeled front-end loader eliminating the need to drive much heavier dump trucks on the beach.
8. Sand will be placed at a 3-to-1 slope on the seaward side of the geotextile tubes to promote habitat restoration and will be coordinated under constant monitor oversight.
9. After completion, all mud or wind tidal flats and/or project sites seaward of the mean high tide line will be restored to preconstruction slope or contours and all ruts will be leveled within seven days once work has been completed.

APPENDIX B

TPDES GENERAL PERMIT NO. TXR 150000

STORM WATER POLLUTION PREVENTION PLAN CERTIFICATION

CONTRACTOR'S CERTIFICATION

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Signature

Company, Address, Phone

Responsible for

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

OWNER'S CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signed: _____

Name: _____

Title: _____

Corporation: _____

Date: _____

Attachment 1



SMALL CONSTRUCTION SITE NOTICE: LOW POTENTIAL FOR EROSION

FOR THE Texas Commission on Environmental
Quality (TCEQ) Storm Water Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.E.1.** of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from small construction sites automatically authorized based on low rainfall erosivity. Additional information regarding the TCEQ storm water permit program may be found on the internet at:
http://www.tceq.state.tx.us/nav/permits/wq_construction.html

Operator Name:	
Contact Name and Phone Number:	
Project Description: (Physical address or description of the site=s location, estimated start date and projected end date, or date that disturbed soils will be stabilized)	

For Small Construction Sites Authorized Under Part II.E.1., the following certification must be completed:

I _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an automatic authorization based on low rainfall erosivity under Part II.E.1. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. Construction activities at this site shall occur within a time period listed in Appendix A of the TPDES general permit for this county, that period beginning on _____ and ending on _____. I understand that if construction activities continue past this period, all storm water runoff must be authorized under a separate provision of the general permit. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title _____

Date _____

*Date Notice Removed
MS4 operator notified per Part II.F.3.*

SMALL CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality
(TCEQ) Storm Water Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.E.2.** of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from small construction sites. Additional information regarding the TCEQ storm water permit program may be found on the internet at:
http://www.tceq.state.tx.us/nav/permits/wq_construction.html

Operator Name:	
Contact Name and Phone Number:	
Project Description: <i>Physical address or description of the site=s location, estimated start date and projected end date, or date that disturbed soils will be stabilized</i>	
Location of Storm Water Pollution Prevention Plan:	

For Small Construction Activities Authorized Under Part II.E.2. (Obtaining Authorization to Discharge) the following certification must be completed:

I _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.D.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A storm water pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title Date _____

*Date Notice Removed
MS4 operator notified per Part II.F.3.*

Attachment 3



LARGE CONSTRUCTION SITE NOTICE

FOR THE

Texas Commission on Environmental Quality (TCEQ)
Storm Water Program

TPDES GENERAL PERMIT TXR150000 "SECONDARY OPERATOR" NOTICE

This notice applies to secondary operators of construction sites operating under Part II.E.3. of the TPDES General Permit Number TXR150000 for discharges of storm water runoff from construction sites equal to or greater than five acres, including the larger common plan of development. The information on this notice is required in Part III.E.2. of the general permit. Additional information regarding the TCEQ storm water permit program may be found on the internet at: http://www.tceq.state.tx.us/nav/permits/sw_permits.html

Site-Specific TPDES Authorization Number:	
Operator Name:	
Contact Name and Phone Number:	
Project Description: <i>Physical address or description of the site=s location, and estimated start date and projected end date, or date that disturbed soils will be stabilized.</i>	
Location of Storm Water Pollution Prevention Plan (SWP3):	

For Large Construction Activities Authorized Under Part II.E.3. (Obtaining Authorization to Discharge) the following certification must be completed:

_____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.E.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A storm water pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title Date _____

Date Notice Removed
MS4 operator notified per Part II.F.3.

Attachment 4



LARGE CONSTRUCTION SITE NOTICE

FOR THE
 Texas Commission on Environmental Quality (TCEQ)
 Storm Water Program

TPDES GENERAL PERMIT TXR150000

“PRIMARY OPERATOR” NOTICE

This notice applies to construction sites operating under Part II.E.3. of the TPDES General Permit Number TXR150000 for discharges of storm water runoff from construction sites equal to or greater than five acres, including the larger common plan of development. The information on this notice is required in Part III.E.2. of the general permit. This notice shall be posted along with a copy of the signed Notice of Intent (NOI), as applicable. Additional information regarding the TCEQ storm water permit program may be found on the internet at: http://www.tceq.state.tx.us/nav/permits/sw_permits.html

Site-Specific TPDES Authorization Number:	
Operator Name:	
Contact Name and Phone Number:	
Project Description: <i>Physical address or description of the site=s location, and estimated start date and projected end date, or date that disturbed soils will be stabilized.</i>	
Location of Storm Water Pollution Prevention Plan:	

Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) TCEQ Office Use Only Permit No.: TXR15 RN: CN: Ref No:

Sign up now for ePermits NOI at <https://www6.tceq.state.tx.us/steers/> Get Instant Permit Coverage and only pay a \$225 application fee. If filing a paper NOI you can pay the application fee on line? Go to <https://www6.tceq.state.tx.us/epay/> Select Fee Type: GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE NOI APPLICATION

IMPORTANT: •Use the **INSTRUCTIONS** to fill out each question in this form. •Use the attached **CUSTOMER CHECKLIST** to make certain all you filled out all required information. •Incomplete applications **WILL** delay approval or result in **automatic Denial**.

Renewal of General Permit Is this NOI to renew an ACTIVE permit? Yes -What is your permit number? **Permit No. TXR15**
No -a permit number will be issued.

Application Fee if mailing a paper NOI: You must pay the **\$325** Application Fee to TCEQ for the application to be considered complete. Payment and NOI must be mailed to separate addresses. See instructions for correct mailing addresses. **Provide your payment information below, for us to verify payment of the application fee:**

<input type="checkbox"/> Mailed:	Check/Money Order No.:	Company Name on checking account:
<input type="checkbox"/> EPAY:	Voucher No.:	Is the Payment Voucher copy attached? Yes <input type="checkbox"/>

A. OPERATOR (applicant)

1. If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? **CN (Search Central Registry)**

2. What is the Legal Name of the entity (applicant) applying for this permit? *(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)*

3. What is the name and title of the person signing the application? *(The person must be an official meeting signatory requirements in TAC 305.43(a).)*

Name:	Job Title:
-------	------------

4. What is the Operator's (applicant) mailing address as recognized by the **US Postal Service?** **(verify at USPS.com)**

Address:	Suite No./Bldg. No./Mail Code:	
City:	State:	ZIP Code:

Country Mailing Information (if outside USA). Country Code: Postal Code:

5. Phone No.: ()	Extension:
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6. Fax No.: ()	E-mail Address:
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7. Indicate the type of Customer: Individual Sole Proprietorship-D.B.A. Limited Partnership Corporation Federal Government General Partnership State Government County Government City Government Other Government Other (describe):

3(a) What is the total number of acres disturbed?

) Is the project site part of a larger common plan of development or sale? Yes No If Yes, the total number of acres disturbed can be less than 5 acres. If No, the total number of acres disturbed must be 5 or more. If the total number of acres disturbed is less than 5 then the project site does not qualify for coverage through this Notice of Intent. Coverage will be denied. See the requirements in the general permit for small construction sites.

4. Discharge Information (all information MUST be provided or the permit will be denied)

4(a) What is the name of the water body(s) to receive the storm water runoff or potential runoff from the site?

4(b) What is the segment number(s) of the classified water body(s) that the discharge or potential discharge will eventually reach?

4(c) Are any of the surface water bodies receiving discharges from the construction site on the latest EPA-approved CWA 303(d) list of impaired waters? Yes No If Yes, provide the name of the impaired water body(s).

4(d) Is the discharge into an MS4? Yes No If Yes, what is the name of the MS4 Operator? Note: The general permit requires you to send a copy of the NOI to the MS4 Operator.

4(e) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer? Yes No If the answer is Yes, please note that a copy of the agency approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) must be included or referenced in the Storm Water Pollution Prevention Plan.

E. CERTIFICATION

Check AYes@ to the certifications below. **Failure to certify to all items will result in denial.**

Yes <input type="checkbox"/>	I certify that I have obtained a copy and understand the terms and conditions of the general permit (TXR150000) .
Yes <input type="checkbox"/>	I certify that the full legal name of the entity (Operator) applying for this permit has been provided and is legally authorized to do business in Texas.
Yes <input type="checkbox"/>	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.
Yes <input type="checkbox"/>	I certify that a storm water pollution prevention plan has been developed and implemented prior to construction, and that is compliant with any applicable local sediment and erosion control plans and prepared and implemented as required in the general permit TXR150000.

Operator Certification:

I, Typed or printed name **(Required & must be legible)** Title **(Required & legible)** certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that I am authorized under 30 Texas Administrative Code '305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.
Signature: Date: _____ (Use blue ink)

Did you complete everything? Use this checklist to be sure!

Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

	Customer GP Notice of Intent Checklist TXR150000
/	This checklist is for use by the operator to ensure a complete application. Missing information may result in denial of coverage under the g permit. (See NOI Process description in the Instructions)
<input type="checkbox"/>	Application Fee of \$325.00 was mailed separately to TCEQ's Cashiers's Office (separate from the NOI) or the EPAY payment voucher is attached.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	OPERATOR INFORMATION - Confirm each item is complete: / Customer Number (CN) issued by TCEQ Central Registry Legal Name as filed to do business in Texas (Call TX SOS 512/463-5555) Name and Title of person signing the application. This person must meet signatory requirements in 30 TAC Section 305.43 Operator Mailing Address is complete & verifiable with USPS. www.usps.com Phone Numbers/E-mail Address Type of Operator (Entity Type) Independent Operator Number of Employees For Corporations or Limited Partnerships – Tax ID and SOS Filing numbers are REQUIRED
	Application Contact person we can call for questions about this application.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE - Confirm each item is complete: / Regulated Entity Reference Number (RN) (if site is already regulated by TCEQ) Site/Project Name/Regulated Entity Site/Project (RE) Physical Address Please do not use a rural route or post office box for a site location Or if no physical address, the location information that includes description, zip code and city is listed. Latitude and Longitude TCEQ USGS Topographic Map Viewer or TerraServer-USA Business description Site Mailing Address (checked same as operator or complete & verifiable with USPS. www.usps.com)
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	GENERAL CHARACTERISTICS - Confirm each item is complete: / Indian Country Lands –the facility is not on Indian Country Lands Standard Industrial Classification (SIC) code www.osha.gov/oshstats/sicsesr.html Acres Disturbed is provided and qualifies for coverage through a NOI. Common plan of development or for sale? Discharge Information: receiving water body segment number(s) is REQUIRED water body on the latest EPA-Approved Clean Water Act 303(d) list of impaired waters MS4 Operator Edwards Aquifer Rule
<input type="checkbox"/>	CERTIFICATION Certification statements have been checked indicating "Yes" Signature meets 30 Texas Administrative Code (TAC) '305.44 and is original and has been provided for the Operator.

Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) General Information and Instructions

GENERAL INFORMATION

Where to Send the Notice of Intent (NOI) and other related forms: BY REGULAR U.S. MAIL Texas Commission on Environmental Quality Storm Water Processing Center (MC228) P.O. Box 13087 Austin, TX 78711-3087 BY OVERNIGHT/EXPRESS MAIL Texas Commission on Environmental Quality Storm Water Processing Center (MC228) 12100 Park 35 Circle Austin, TX 78753

TCEQ Contact list: Application Processing Questions relating to the status and form requirements: 512/239-3700, 512/245-0130 or swpermit@tceq.state.tx.us Technical Questions relating to the general permit: 512/239-4671 or swgp@tceq.state.tx.us Environmental Law Division: 512/239-0600 Records Management for obtaining copies of forms submitted to TCEQ: 512/239-0900 Information Services for obtaining reports from program data bases (as available): 512/239-DATA (3282) Financial Administration's Cashier's office: 512/239-0357 or 512/239-0187

Notice of Intent Process: When your NOI is received by the program, the form will be processed as follows: 1. **Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(s) on the form must be verified with the US Postal service as an address receiving regular mail delivery. Never give an overnight/express mailing address. 2. **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness. 3. **Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit. -or- **Denial of Coverage:** If the application is too incomplete to process, or the operator fails to respond to the NOD or the response is inadequate, coverage under the general permit may be denied. If coverage is denied, the operator will be notified.

General Permit (Your Permit) If filing the NOI through ePermits online application, coverage under the general permit begins the day the NOI is submitted to TCEQ through epermits. **Sign up now for on line NOI at <https://www6.tceq.state.tx.us/steers/>** If mailing a paper NOI, coverage under the general permit begins **seven (7) days after a completed NOI is postmarked for delivery** to the TCEQ. You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site http://www.tceq.state.tx.us/permitting/water_quality/stormwater/TXR15_AIR.html.

General Permit Forms The Notice of Intent (NOI), Notice of Termination (NOT), and Notice of Change (NOC) #20391 with instructions are available in Adobe Acrobat PDF format on the TCEQ web site http://www.tceq.state.tx.us/permitting/water_quality/stormwater/TXR15_AIR.html. **Sign up now for on line Notice of Termination application at <https://www6.tceq.state.tx.us/steers/>**

Change in Operator An authorization under the general permit is not transferable. If the operator or owner of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted not later than 10 days prior to the change in Operator status.

TCEQ Central Registry Core Data Form The Core Data Form has been incorporated into this form. **Do not send a core data form to TCEQ.** After final acknowledgment of coverage under the general permit, the program will assign a Customer Number (CN) and Regulated Entity Number (RN). For Construction Permits, a new RN will be assigned for each Notice of Intent filed with TCEQ, since construction project sites can overlap with other Customers. The RN assigned to your construction project will not be assigned to any other TCEQ authorization. You can find the information on the Central Registry web site at www4.tceq.state.tx.us/crpub. You can search by the Regulated Entity (RN), Customer Number (CN) or Name (Permittee), or by your permit number under the search field labeled AAdditional ID@. Capitalize all letters in the permit number. The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For General Permits, a Notice of Change form must be submitted to the program area.

Application Fees: \$225.00 application fee if submitting the NOI through ePermits. \$325.00 application fee if submitting a paper NOI for processing. The application fee is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause in acknowledgment or denial of coverage under the general permit. **\$ Mailed Payments: DO NOT mail your check with the original Notice of Intent application.** Use the attached Application Fee payment submittal form if mailing the payment. Do not include a copy of the NOI. **BY REGULAR U.S. MAIL BY OVERNIGHT/EXPRESS MAIL** Texas Commission on Environmental Quality Texas Commission on Environmental Quality Financial Administration Division Financial Administration Division Cashier=s Office, MC-214 Cashier=s Office, MC-214 P.O. Box 13088 12100 Park 35 Circle Austin, TX 78711-3088 Austin, TX 78753 **ePAY Electronic Payment:** Go to <https://www6.tceq.state.tx.us/epay> Select Water Quality, then select the fee category "GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE NOI APPLICATION You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher. N". delays

The Annual Water Quality Fee has been consolidated into the Application Fee effective March 5, 2008. An annual fee will not be assessed and billed to operators on 9/1/2008. This does not relieve the operator of fees due for prior fiscal year assessments. The operator will continue to receive an invoice for payment of any past due annual fee. A 5% penalty will be assessed if the payment is received by TCEQ after the due date. Annual fee assessments cannot be waived as long as the authorization under the general permit was active on September 1 of the FY billed.

INSTRUCTIONS FOR FILLING OUT THE NOI FORM

A. OPERATOR (As defined in the general permit.)

1. TCEQ Issued Customer Number (CN) TCEQ's Central Registry will assign each customer a number that begins with ACN,@ followed by nine digits. This is not a permit number, registration number, or license number. \$ If this customer has not been assigned a Customer Reference Number, leave the space for the Customer Reference Number blank. \$ If this customer has already been assigned this number, enter the operator's Customer Reference Number in the space provided.

2. Legal Name Provide the legal name of the facility operator, as authorized to do business in Texas. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at 512/463-5555, or go to <http://www.sos.state.tx.us/corp/contact.shtml> for more information related to filing in Texas. If filed in the county where doing business, provide a copy of the legal documents showing the legal name.

3. Name and Title of person signing the Notice of Intent application form. Signature meets 30 Texas Administrative Code (TAC) '305.44

4. Operator Mailing Address Provide a complete mailing address for receiving mail from the TCEQ. The address must be verifiable with the US Postal Service at www.usps.com, for regular mail delivery (not overnight express mail). If you find that the address is not verifiable using the USPS web search, please indicate the address is used by the USPS for regular mail delivery.

5. Phone Number This number should correspond to this customer's mailing address given earlier. Enter the area code and phone number here. Leave AExtension@ blank if this customer's phone system lacks this feature.

6. Fax Number and E-mail Address This number and E-mail address should correspond to operator's mailing address provided earlier. (Optional Information)

7. Type of Entity Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type: Individual is a customer who has not established a business, but conducts an activity that needs to be regulated by the TCEQ. Sole Proprietorship C D.B.A. is a customer that is owned by only one person and has not been incorporated. This business may: \$ be under the person's name \$ have its own name ("doing business as,@ or d.b.a.) \$ have any number of employees Partnership is a customer that is established as a partnership as defined by the Texas Secretary of State's Office. Corporation is a customer that meets all of these conditions: \$ is a legally incorporated entity under the laws of any state or country \$ is recognized as a corporation by the Texas Secretary of State \$ has proper operating authority to operate in Texas. Government - Federal, state, county, or city government (as appropriate) the customer is either an agency of one of these levels of government or the governmental body itself. Other is Estate, Trust, etc. the customer does not fit one of the above descriptions. Enter a short description of the type of customer in the blank provided.

8. Independent Operator Check ANo@ if this customer is a subsidiary, part of a larger company, or is a governmental entity. Otherwise, check AYes.@

9. Number of Employees Check one box to show the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in the NOI.

10. State Franchise Tax ID Number Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter this number here.

Federal Tax ID All businesses, except for some small sole proprietors, individuals, or general partnerships should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Sole proprietors, individuals, or general partnerships do not need to provide a federal tax ID.

TX SOS Charter (filing) Number Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512/463-5555 <http://www.sos.state.tx.us/corp/contact.shtml>.

DUNS Number Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

B. Application Contact

Provide the name, title and communication information of the person that TCEQ can contact for additional information regarding this application. **If the application is missing information and there is no contact person to call, the application may be denied.**

C. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

1. Regulated Entity Reference Number (RN) This is a number issued by TCEQ's Central Registry to sites (a location where a regulated activity occurs) regulated by TCEQ. This is not a permit number, registration number, or license number. \$ If this Regulated Entity has not been assigned a Regulated Entity Number, leave this space blank. \$ If this customer has been assigned this number, enter the operator's Regulated Entity Number.

2. Site/Project Name/Regulated Entity If the site is already regulated by TCEQ, use the same name as on the existing [Regulated Entity Reference Number \(RN\)](#). If new, provide the name of the site as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity.

3. Site/Project (RE) Physical Address Section A: Enter the complete physical address of where the site is located. This must be a street number and street name for a complete physical address. This address must be validated through US Postal Service or your local police (911 service) as a valid address. Please confirm this to be a complete and valid address. In some rural areas, new addresses are being assigned to replace rural route addresses. **Please do not use a rural route or post office box for a site location.** Section B: If a site does not have an actual physical address that includes a street number and street name, then provide a complete written location access description, and the zip code and city where the site is located. For example: AThe site is located 2 miles west from intersection of Hwy 290 & IH35, located on the southwest corner of the Hwy 290 South bound lane.@ This includes authorizations for construction projects such as highways and subdivision.

4. Identify the County where the site is located. If the site covers more than one county, provide the county that is most affected by the authorized activity and list the additional county(s) as secondary.

5. Latitude and Longitude Enter the latitude and longitude of the site in either degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to: TCEQ USGS Topographic Map Viewer or [TerraServer-USA](#)

6. Description of Activity Regulated In your own words, briefly describe the primary business being conducted at the site. (A description specific to what you are doing that requires this authorization -Do not repeat the SIC Code(s).)

SITE MAILING ADDRESS

Provide a complete mailing address to be used by TCEQ for receiving mail at the site. In most cases, the address is the same as the operator. If so, simply place a check mark in the box. If you provide a different address, please verify the address with USPS as instructed above for the operator address.

D. GENERAL CHARACTERISTICS

1. **Indian Country Lands** If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA, Region VI, Dallas. Do not submit this form to TCEQ. Indian Country means (1) all land within the limits of any American Indian reservation under the jurisdiction of the U.S. government, notwithstanding the issuance of any patent, and including rights-of-way running throughout the reservation; (2) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or outside the limits of a State; and (3) all Indian allotments, the Indian titles which have not been extinguished, including rights-of-way running through the same. Indian Tribe means any Indian Tribe, band, nation, or community recognized by the Secretary of the Interior and exercising substantial governmental duties and powers.

2. **Standard Industrial Classification (SIC) code** Provide the SIC code that best describes the construction activity being conducted at the site. Common SIC Codes related to construction activities include: 1521 Construction of Single Family Homes; 1522 Construction of Residential Bldgs. Other than Single Family Homes; 1541 Construction of Industrial Bldgs. and Warehouses; 1542 Construction of Non-residential Bldgs. other than Industrial Bldgs. and Warehouses; 1611 Highway & Street Construction, except Highway Construction; 1622 Bridge, Tunnel, & Elevated Highway Construction; 1623 Water, Sewer, Pipeline & Communications, and Power Line Construction. For help with SIC codes, go to: www.osha.gov/oshstats/sicser.html

3. **Estimated Area of Land Disturbed** 3(a). Provide the approximate number of acres that the construction site will disturb. 3(b). Indicate is the site is part of a common plan of development or for sale. Construction activities that disturb less than one acre, unless they are part of a larger common plan that disturbs more than one acre, do not require permit coverage. Construction activities that disturb between one and five acre, unless they are part of a common plan that disturbs five acres or more acres, do not require submission of an NOI. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. ADisturb@ means any clearing, grading, excavating, or other similar activities. If you have any questions about this item, please call the storm water technical staff at (512)239-4671.

4. **Discharge Information** 4 (a). The storm water may be discharged directly to a receiving stream or through a **MS4*** from your site. It eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. You must provide the name of the water body that receives the discharge from the site (a local stream or lake). 4 (b). The classified segment number(s) is **REQUIRED** to get coverage. Go to the link to find the segment number of the classified water body where storm water will flow <http://www.tceq.state.tx.us/compliance/monitoring/water/quality/data/wqm/viewer/viewer.html> . Call Water Quality Assessments at 512/239-4671 for further assistance. Another source for segments is: http://www.tceq.state.tx.us/comm_exec/forms_pubs/pubs/gi/gi-316/index.html 4 (c). If any surface water body(s) receiving discharges from the construction site are on the latest EPA-approved CWA § 303(d) list of impaired waters, provide the name(s) of the water body(s). EPA approved CWA 303d list of impaired waters can be found at: Texas Water Quality Inventory and 303(d) List -Texas Commission on Environmental Quality - www.tceq.state.tx.us 4 (d). Identify the **MS4*** Operator name if the storm water discharge is into an MS4. ***MS4 is an acronym for Municipal separate storm sewer system. MS4 is defined as a separate storm sewer system owned or operated by a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under state law such as a sewer district, flood control or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, that discharges to water in the state. For assistance, you may call the technical staff of the Water Quality Assessment & Standards Section at 512/239-4671.**

4 (e). **Edwards Aquifer Rule** See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer at http://www.tceq.state.tx.us/compliance/field_ops/eapp/viewer.html. If the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, a site specific authorization approved by the Executive Director under the Edwards Aquifer Protection Program (30 TAC Chapter 213) is required before construction can begin. The general permit requires the approved Contributing Zone Plan or Water Pollution Abatement Plan to be included as a part of the Storm Water Pollution Prevention Plan. The certification must be answered "Yes" for coverage under the general permit.

E. CERTIFICATIONS

Failure to indicate **AYes@** to **ALL** of the certification items may result in denial of coverage under the general permit.

The certification must bear an original signature of a person meeting the signatory requirements specified under **30 Texas Administrative Code '305.44**
IF YOU ARE A CORPORATION: The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority. **IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:** The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or

similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ. If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at 512/239-0600.

30 Texas Administrative Code
§305.44. Signatories to Applications.

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

Texas Commission on Environmental Quality General Permit Payment Submittal Form \$325 for a paper Construction NOI Application Fee

Use this form to submit your Application Fee only if you are mailing your payment. Complete items 1 through 5 below: Staple your check in the space provided at the bottom of this document. Do not mail this form with your NOI form. Do not mail this form to the same address as your NOI. **Mail this form and your check to:**

BY REGULAR U.S. MAIL Texas Commission on Environmental Quality Financial Administration Division Cashier's Office, MC-214 P.O. Box 13088 Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL Texas Commission on Environmental Quality Financial Administration Division Cashier's Office, MC-214 12100 Park 35 Circle Austin, TX 78753

Fee Code: **GPA** General Permit: TXR150000

1. Check / Money Order No:

2. Amount of Check/Money Order:

3. Date of Check or Money Order:

4. Name on Check or Money Order:

5. NOI INFORMATION If the check is for more than one NOI, list each Project/Site (RE) Name and Physical Address exactly as provided on the NOI. DO NOT SUBMIT A COPY OF THE NOI WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.

See Attached List of Sites (If more space is needed, you may attach a list.)

Project/Site (RE) Name:

Project/Site (RE) Physical Address:

Staple Check In This Space

Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000

TCEQ Office Use Only Permit No.: RN: CN:

Sign up now for on line NOT at <http://www.tceq.state.tx.us/permitting/steers/steers.html> Get your NOT Confirmation letter immediately after submitting the on line NOT form.

What is the permit number to be terminated? Processing will be delayed without the permit number. TXR15

A. OPERATOR (applicant)

1. What is the Customer Number (CN) issued to this entity? CN

2. What is the full Legal Name of the current permittee? *This must be the current permittee of the permit to be terminated.*

3. What is the applicant's mailing address as recognized by the US Postal Service?

Address: Suite No./Bldg. No./Mail Code:

City: State: ZIP Code:

Country Mailing Information (if outside USA). Country Code: Postal Code:

4. Phone No.: () Extension:

5. Fax No.: () E-mail Address:

B. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

1. What is the TCEQ Issued RE Reference Number (RN)? RN

Name of Project or Site as currently permitted): (example: phase and name of subdivision or name of project that's unique to the site)

3. Physical Address of Project or Site as currently permitted: (enter in spaces below)

Street Number: Street Name:

City: ZIP Code: County (Counties if >1):

4. If no physical address (Street Number & Street Name), provide the written location access description to the site:

C. REASON FOR TERMINATION

Check the reason for termination: Final stabilization has been achieved on all portions of the site that are the responsibility of the Operator and all silt fences and other temporary erosion controls have either been removed, or scheduled for removal as defined in the SWP3. Another permitted Operator has assumed control over all areas of the site that have not been finally stabilized, and temporary erosion controls that have been defined in the SWP3 have been transferred to the new Operator. The activity is now authorized under an alternate TPDES permit. The activity never began at this site that is regulated under the general permit.

D. CERTIFICATION

I, Typed or printed name Title certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that I am authorized under 30 Texas Administrative Code '305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request. Signature: Date: _____

(Use blue ink)

Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000 General Information and Instructions

GENERAL INFORMATION

Where to Send the Notice of Intent (NOI): BY REGULAR U.S. MAIL Texas Commission on Environmental Quality Storm Water Processing Center (MC228) P.O. Box 13087 Austin, TX 78711-3087 BY OVERNIGHT/EXPRESS MAIL Texas Commission on Environmental Quality Storm Water Processing Center (MC228) 12100 Park 35 Circle Austin, TX 78753

TCEQ Contact list: Application Processing Questions relating to the status and form requirements: 512/239-4671 Technical Questions relating to the general permit: 512/239-4671 Environmental Law Division: 512/239-0600 Records Management for obtaining copies of forms submitted to TCEQ: 512/239-0900 Information Services for obtaining reports from program data bases (as available): 512/239-DATA (3282) Financial Administration=s Cashier=s office: 512/239-0357 or 512/239-0187

Notice of Termination Process: A Notice of Termination is effective on the date postmarked for delivery to TCEQ. When your NOT is received by the program, the form will be processed as follows: 1. **Administrative Review:** The form will be reviewed to confirm the following: • the permit number is provided • the permit is active and has been approved • the entity terminating the permit is the current permittee • the site information matches the original permit record • the form has the required original signature with title and date 2. **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a phone call will be made to the applicant to clear the deficiency. A letter will not be sent to the permittee if unable to process the form. 3. **Confirmation of Termination:** A Notice of Termination Confirmation letter will be mailed to the operator.

General Permit (Your Permit) Coverage under the general permit begins 48 hours after a completed NOI is postmarked for delivery to the TCEQ. You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site www.tceq.state.tx.us

General Permit Forms The Notice of Intent (NOI), Notice of Termination (NOT), and Notice of Change (NOC) with instructions are available in Adobe Acrobat PDF format on the TCEQ web site www.tceq.state.tx.us.

Change in Operator An authorization under the general permit is not transferable. If the operator or owner of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted not later than 10 days prior to the change in Operator status.

TCEQ Central Registry Core Data Form The Core Data Form has been incorporated into this form. **Do not send a core data form to TCEQ.** After final acknowledgment of coverage under the general permit, the program will assign a Customer Number (CN) and Regulated Entity Number (RN). For Construction Permits, a new RN will be assigned for each Notice of Intent filed with TCEQ, since construction project sites can overlap with other Customers. The RN assigned to your construction project will not be assigned to any other TCEQ authorization. You can find the information on the Central Registry web site at <https://www6.tceq.state.tx.us/epay/>. You can search by the Regulated Entity (RN), Customer Number (CN) or Name (Permittee), or by your permit number under the search field labeled AAdditional ID@ Capitalize all letters in the permit number.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For General Permits, a Notice of Change form must be submitted to the program area.

Annual Water Quality Fee: This fee is assessed to operators with an active authorization under the general permit on September 1 of each year. The operator will receive an invoice for payment of the annual fee in November of each year. The payment will be due 30 days from the invoice date. A 5% penalty will be assessed if the payment is received by TCEQ after the due date. Annual fee assessments cannot be waived as long as the authorization under the general permit is active on September 1. It is important for the operator to submit a **Notice of Termination (NOT)** when coverage under the general permit is no longer required. A NOT is effective on the postmarked date of mailing the form to TCEQ. It is recommended that the NOT be mailed using a method that documents the date mailed and received by TCEQ. **\$ Mailed Payments:** You must return your payment with the billing coupon provided with the billing statement. **\$ ePAY Electronic Payment:** Go to <https://www6.tceq.state.tx.us/epay/> You must enter your account number provided at the top portion of your billing statement. Payment methods include Mastercard, Visa, and electronic check payment (ACH). A transaction over \$500 can only be made by ACH.

INSTRUCTIONS FOR FILLING OUT THE NOT FORM

A. OPERATOR (current permittee.)

1. TCEQ Issued Customer Number (CN)

2. Legal Name of Operator The operator must be the same entity as previously submitted on the original Notice of Intent for the permit number provided.

3. Operator Mailing Address Provide a complete mailing address for receiving mail from the TCEQ. Update the address if different than previously submitted in the Notice of Intent or Notice of Change.

4. Phone Number, Fax Number, and E-mail Address Provide updated contact information.

B. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

1. Regulated Entity Reference Number (RN)

2. Site/Project Name/Regulated Entity Provide the name of the site as previously submitted in the Notice of Intent for the permit number provided.

3. Site/Project (RE) Physical Address Provide the physical address or location access description as previously submitted for the permit number provided.

C. REASON FOR TERMINATION

Indicate the reason for terminating the permit by checking one of the options. If the reason is not listed then provide an attachment that explains the reason for termination. Please read your general permit carefully to determine when to terminate your permit. Permits will not be reactivated after submitting a termination form. The termination is effective on the date postmarked for delivery to TCEQ.

D. CERTIFICATIONS

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44. **IF YOU ARE A CORPORATION:** The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority. **IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:** The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to

§305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ. If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at 512/239-0600.

30 Texas Administrative Code
§305.44. Signatories to Applications.

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

Completing the Notice of Termination for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR150000)

Who May File a Notice of Termination (NOT) Form

Permittees disturbing 5 acres or more (or part of a larger common plan of development or sale disturbing 5 acres or more) who are presently covered under the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit must submit a Notice of Termination (NOT) when final stabilization has been achieved on all portions of the site that is the responsibility of the permittee; or another permitted operator has assumed control over all areas of the site that have not been finally stabilized and all silt fences and other temporary erosion controls have either been removed, scheduled for removal as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal.

Final Stabilization occurs when either of the following conditions are met:

(a) All soil disturbing activities at the site have been completed and a uniform (e.g. evenly distributed, without large bare areas) perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

(b) For individual lots in a residential construction site by either:

(1) the homebuilder completing final stabilization as specified in condition (a) above; or

(2) the homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization.

(c) For construction activities on land used for agricultural purposes (e.g. pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to a surface water and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition

(a) above.

A. TPDES Permit Number

Provide the TPDES permit number assigned to the operator of the construction site.

B. Construction Site Operator Information

Customer Reference Number

This number designates the operator's status as a TCEQ "customer"—in other words, an individual or business that is involved in an activity that we regulate. We assign each customer a number that begins with "CN," followed by nine digits. **This is not a permit number, registration number, or license number.**

In the remainder of this section, we will use "this customer" to mean the operator for Part B of the form.

If this customer has not been assigned a Customer Reference Number, leave the space for the Customer Reference Number blank.

If this customer has already been assigned this number, enter the operator's Customer Reference Number.

Name

Enter the legal name of the customer as authorized to do business in Texas. Include any abbreviations (LLC, Inc., etc.).

Mailing Address

Enter a central and general mailing address for this customer to receive mail from the TCEQ. For example, if this customer is a large company, this address might be the corporate or regional headquarters. On the other hand, for a smaller business, this address could be the same as the site address.

If this is a street address, please follow US Postal Service standards. In brief, these standards require this information in this order:

the "house" number—for example, the 1401 in 1401 Main St

if there is a direction before the street name, the one- or two-letter abbreviation of that direction (N, S, E, W, NE, SE, SW, or NW)

the street name (if a numbered street, do not spell out the number—for example, 6th St, not Sixth St)

an appropriate abbreviation of the type of street—for example, St, Ave, Blvd, Fwy, Exwy, Hwy, Cr, Ct, Ln

if there is a direction after the street name, the one- or two-letter abbreviation of that direction (N, S, E, W, NE, SE, SW, or NW)

if there is a room number, suite number, or company mail code

City, State, and ZIP Code

Enter the name of the city, the two-letter USPS abbreviation for the state (for example, TX), and the ZIP Code. (Enter the full ZIP+4 if you know it.)

Country Mailing Information

If this address is **outside** the United States, enter the territory name, country code, and any non-ZIP mailing codes or other non-U.S. Postal Service features here. If this address is **inside** the United States, leave these spaces blank.

Phone Number and Extension

This number should correspond to this customer's mailing address given earlier. Enter the area code and phone number here. Leave "Extension" blank if this customer's phone system lacks this feature.

Fax Number

This number should correspond to this customer's mailing address given earlier. Enter the area code and fax number here.

E-mail Address

As with the mailing address, this should be a general address that is appropriate for e-mail to this customer's central or regional headquarters, if applicable.

C. Project / Site Information

Regulated Entity Reference Number

This number designates this site's status as a TCEQ "regulated entity"—in other words, a location where an activity that we regulate occurs. We assign each regulated entity a number that begins with "RN," followed by nine digits. **This is not a permit number, registration number, or license number.**

If this site has not been assigned a Regulated Entity Reference Number, leave the space for the Regulated Entity Reference Number blank. # If this site has already been assigned this number, enter the Regulated Entity Reference Number. # **Do not enter a permit number, registration number, or license number in place of the Regulated Entity Reference Number.**

Name

Enter the name by which you want this site to be known to the TCEQ.

Physical Address

Enter the physical address of the site itself. TCEQ staff should be able to use this address to find the site.

Location Description

Enter a physical description of the location of the site based on highway intersections and/or permanent landmarks.

City, County, and ZIP Code

Enter the name of the city, the county, and the ZIP Code. (Enter the full ZIP+4 if you know it.)

D. Contact

Give all the relevant information for the person whom TCEQ can contact if there are questions about any of the information on this form—perhaps the same person who completed the form.

E. Certification

The operator must sign and date this statement to validate this NOI. Be sure to enter the full legal name of the person signing the form and the relevant title—for example, "Operator," "Operator's attorney," or "Senior Site Manager." Use the "Prefix" blank for such titles as Dr., Mr., or Ms., as desired. Use the "Suffix" blank for such designations as Ph.D., Jr., Sr., III, or J.D., if applicable.

For a corporation, the application shall be signed by a responsible corporate officer. A responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this application, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g. regional administrator of the United States Environmental Protection Agency).

Questions?

If you have questions about any of the information on this form, contact our Storm Water Program at 512/239-4671 or look for "Storm Water" on our Web site:

www.tceq.state.tx.us

Notice of Change (NOC) to an Authorization for Storm Water Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) TCEQ Office Use Only Permit

No.: RN: CN:

***** IMPORTANT ***** PLEASE READ THE FOLLOWING INFORMATION AND INSTRUCTIONS BEFORE FILLING OUT THIS FORM. The form will be returned for one of the following reasons: 1) the permit number is not provided, invalid, or no longer active, 2) a wet ink signature of person meeting signatory requirements for permittee is not provided, 3) the current permittee is not the applicant, and; 4) a requested change in operator name is not a legal name change. **THIS FORM CANNOT BE USED FOR A CHANGE IN OPERATOR. REFER TO YOUR GENERAL PERMIT.**

What is the Permit Number of the authorization to be changed?	TXR15
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A. APPLICANT INFORMATION: Search Central Registry at ww	_____w4.tceq.state.tx.us/crpub
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1. Operator (Permittee)

a. What is the full Legal Name of the current Operator as on the authorization?

b. What is the TCEQ Central Registry Customer Number assigned to this Operator?	CN
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2. Permitted Site (required)

What is the TCEQ Central Registry Regulated Entity Number assigned for this permitted site?	RN
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3. REQUESTED CHANGE TO PERMITTED INFORMATION

What information has changed or needs corrected? (Check one or more of the sections being updated and enter the new information in the corresponding section of this form.)

- Operator Legal Name Change with Texas Secretary of State (TX SOS). Go to Section 1 &/or 2 as applicable. (Note: Permits are not transferable. If a change in entity has occurred, this NOC is not attainable.)
- Address and contact information for Operator, Billing for Annual Fee, or Discharge Monitoring Report forms.
- Site Information (Regulated Entity) (Note: Permits under a general permit are site specific. If a change in site location has occurred, this NOC is not attainable.)
- General Characteristics relating to the regulated activity.

1. OPERATOR LEGAL NAME CHANGE

a. What is the NEW active Legal Name with TX SOS or on other legal document?

New Legal Name:

b. What is the TX SOS Filing Number for us to confirm this official name change? (This is only applicable to Limited Partnership or Corporations.)	
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2. ADDRESS & CONTACT INFORMATION CHANGE

a. What mailing address and/or contact information has changed? (check one or more as applicable)

- | | |
|---|--|
| <input type="checkbox"/> Operator for permit correspondence | <input type="checkbox"/> Site (RE) Mailing Address and contact information |
| <input type="checkbox"/> Billing address/contact for Receiving Annual Fee Statement | <input type="checkbox"/> Reporting address/contact for Receiving Discharge Monitoring Reports (DMRs) |

b. If you selected more than one, is the information to be updated the same for each selection? Yes – Provide the updated information in the fields below. No – Attachment 1 of the NOC is attached to this form, to provide the different addresses.

ATTN or C/O:

Address:	Suite No./Bldg. No./Mail Code:
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City:	State:	Zip Code:
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Country Mailing Information (if outside USA). Country Code: Postal Code:

Phone No.: () Ext:	Fax No.: ()	E-Mail:
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3. REGULATED ENTITY (RE) SITE INFORMATION CORRECTION

a. Is this a change to the location of the permitted activity? Yes - this requested change will not be processed since the authorizations are site specific. No – go to next question.

b. New or Corrected Name of Project or Site :

c. Updated Physical Address (new 911 address):

Street Number:	Street Name:	Bldg/Ste No.
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City:	ZIP Code:	County (Counties if >1):
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d. Update or Corrected location access description, if no physical address (Street Number & Street Name):

e. Corrected Latitude: N	Corrected Longitude: W
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4. CHANGE IN CHARACTERISTICS PROVIDED ON ORIGINAL FORM

Identify the specific change and provide the updated information. If an attachment is need, please reference it below.

C. APPLICATION CONTACT

If TCEQ needs additional information regarding this application, who should be contacted?

1. Name:	Title:	Company:
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2. Phone No.: () Ext:	Fax No.: ()	E-Mail:
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D. CERTIFICATION

Operator Certification:

I, Typed or printed name **(REQUIRED)** Title **(REQUIRED)** certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that I am authorized under **30 Texas Administrative Code '305.44** to sign and submit this document, and can provide documentation in proof of such authorization upon request. Signature: Date: _____ (Use blue ink) **(REQUIRED) (REQUIRED)**

Attachment 1 to a NOC Form for Providing Different Address & Contact Information Related to a Specific Permit under General Permit TXR150000

What is the Permit No.? TXR15 **(REQUIRED)**

ADDITIONAL ADDRESS & CONTACT INFORMATION

Fill in the changes as applicable. Incomplete and invalid addresses will not be used. Verify mailing addresses at USPS.com.

Operator

ATTN or C/O:

Address:

Suite No./Bldg. No./Mail Code:

City:

State:

Zip Code:

Country Mailing Information (if outside USA). Country Code: Postal Code:

Phone No.: () Ext:

Fax No.: ()

E-Mail:

Billing Address for Receiving Annual Fee Statement

ATTN or C/O:

Address:

Suite No./Bldg. No./Mail Code:

City:

State:

Zip Code:

Country Mailing Information (if outside USA). Country Code: Postal Code:

Phone No.: () Ext:

Fax No.: ()

E-Mail:

Site (RE) Mailing Address

ATTN or C/O:

Address:

Suite No./Bldg. No./Mail Code:

City:

State:

Zip Code:

Country Mailing Information (if outside USA). Country Code: Postal Code:

Phone No.: () Ext:

Fax No.: ()

E-Mail:

Notice of Change (NOC) to an Authorization for Storm Water Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) General Information and Instructions

GENERAL INFORMATION

Where to Send the Notice of Change (NOC): BY REGULAR U.S. MAIL Texas Commission on Environmental Quality Storm Water Processing Center (MC228) P.O. Box 13087 Austin, TX 78711-3087 BY OVERNIGHT/EXPRESS MAIL Texas Commission on Environmental Quality Storm Water Processing Center (MC228) 12100 Park 35 Circle Austin, TX 78753

TCEQ Contact list: Application Processing Questions relating to the status and form requirements: 512/239-3700 or email swpermit@tceq.state.tx.us
Technical Questions relating to the general permit: 512/239-4671 Environmental Law Division: 512/239-0600 Records Management for obtaining copies of forms submitted to TCEQ: 512/239-0900 Information Services for obtaining reports from program data bases (as available): 512/239-DATA (3282) Financial Administration=s Cashier=s office: 512/239-0357 or 512/239-0187

Notice of Change Process: When your NOC is received by the program, the form will be processed as follows: 1. **Administrative Review:** The form will be reviewed to ensure the request is from the permittee (operator) on the authorization, the permit is active and initial coverage was acknowledged. Each item on the form will be reviewed for a complete response that qualifies for a NOC. In addition, the operator=s legal name change must be verified with Texas Secretary of State (if applicable). The address(s) on the form must be verified with the US Postal service as an address receiving regular mail delivery. Never give an overnight/express mailing address. If an item is incomplete or not verifiable as indicated above, the operator may be notified by letter, phone call or email. In some instances as noted at the beginning of the form, the request may simply be returned. 2. **NOC Confirmation:** An updated Acknowledgment Certificate will be mailed to the operator **only** if the NOC is to change information provided on the acknowledgment certificate. The original coverage effective date will not change.

General Permit (Your Permit) You may view and print your general permit on the TCEQ web site www.tceq.state.tx.us. Enter the general permit number as the key word in the search box to locate the specific web page.

General Permit Forms The Notice of Intent (NOI), Notice of Termination (NOT), and Notice of Change (NOC) with instructions are available in Adobe Acrobat PDF format on the TCEQ web site www.tceq.state.tx.us.

Change in Operator An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOI must be submitted not later than 10 days prior to the change in Operator status. Note that the NOT is effective on the postmarked date. It may be necessary to not terminate the existing permit until coverage by the new entity is confirmed.

TCEQ Central Registry Core Data Form The Core Data Form has been incorporated into this form. **Do not send a core data form to TCEQ.** You can find the information on the Central Registry web site at www4.tceq.state.tx.us/crpub. You can search by the Regulated Entity (RN), Customer Number (CN) or Name (Permittee), or by your permit number under the search field labeled AAdditional ID@. The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all associated authorizations as changes occur. For General Permits, a Notice of Change form must be submitted to the program area for approval to update the CN and RN data in central registry.

INSTRUCTIONS FOR FILLING OUT THE NOC FORM

A. Applicant Information (Operator)

1. Provide the current permittee(s) full legal name as on the permit. b. Provide the TCEQ Issued Customer Number (CN) for the entity. Go to <http://www4.tceq.state.tx.us/crpub/> to locate your CN. If the name(s) provided do not match the current permittee name(s), this form will be returned. It is the responsibility of the permittee(s) to comply with the general permit. **Note:** If a change is being made to the CN and the CN has other TCEQ authorization types, it is the entity's responsibility to update those authorizations at the same time. If an authorization has been cancelled or terminated, the name can not be changed on the permit. Because of this, a new CN may be issued for the new name.

2. Provide the TCEQ Issued Regulated Entity number assigned for this permitted activity. Go to <http://www4.tceq.state.tx.us/crpub/> to locate your CN. If the site has changed or the information provided indicates a new location, this form will be returned. It is the responsibility of the (permittees) to comply with the general permit.

B. REQUESTED CHANGE TO PERMITTED INFORMATION

Check one or more of the available options indicating the information in the form that is to be updated. Provide the updated information in Section 1 for Legal Name Change, Section 2 for Address & Contact Information Change, Section 3 for Regulated Entity Site Information Change, or Section 4 for General Characteristics Change, as applicable.

1. LEGAL NAME CHANGE

Provide the new legal name. If the entity is a Limited Partnership or Corporation, the name change must be verifiable with Texas Secretary of State. The TX SOS filing number must be provided to verify only a name change occurred. You may contact the SOS at 512/463-5555, for more information related to filing in Texas. If filed in the county where doing business, provide a copy of the legal documents showing the legal name change. Legal name changes of a Corporation and Limited Partnership will be verified with Texas Secretary of State. If the entity is filed as a new entity with a new filing number, then the change cannot be made through a NOC. The permits are not transferable. If the operator changes, the old entity must terminate their permit and the new entity must submit a form for a new permit.

2. ADDRESS & CONTACT INFORMATION CHANGE

Indicate the type of address and contact information that has changed from the original NOI or last NOC submitted to TCEQ. If the address and/or contact information is the same for all types, then check each type and enter the information in the fields on the form. If some types have different information, then use the NOC ATTACHMENT I. The permit number **MUST** be written on ATTACHMENT I to indicate it is a part of the NOC form for the permit being updated. The updates cannot be made without reference to the submitted NOC form. **Mailing Address** The address **MUST BE** verifiable with the US Postal Service at www.usps.com, for regular mail delivery (not overnight express mail). If you find that the address is not verifiable using the USPS web search, please indicate the address is used by the USPS for regular mail delivery. Failure to provide a valid mailing address will delay or prohibit us from updating the permit. Please note that address updates relating to a general permit authorization can **ONLY** be made through a Notice of Change. Address changes submitted through any other form can not be processed.

3. REGULATED ENTITY (RE) SITE INFORMATION CORRECTION

The NOC form is only for use to update or correct information submitted on the original application or last NOC for the authorization. The authorization under a general permit is site specific. If this change is related to a new location, a Notice of Change is not attainable. Provide the updated site name, updated site addresses, and/or corrected latitude and longitude, as applicable to your NOC request. A new physical address for an existing location is usually the result of a newly assigned 911 address for emergencies. If providing a corrected latitude and longitude, enter the latitude and longitude of the site in either degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to: www.tceq.state.tx.us/gis/drgview.html or www.teraserver.microsoft.com/advfind.aspx.

4. GENERAL CHARACTERISTIC

Indicate the change to information originally supplied. For example if the number of acres of area disturbed has changed, then state: "The number acres of area disturbed has increase to 40 acres."

C. Application Contact

Provide the name, title and communication information of the person that TCEQ can contact for additional information regarding this application.

D. CERTIFICATIONS

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44. **IF YOU ARE A CORPORATION:** The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority. **IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:** The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ. If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at 512/239-0600. **30 Texas Administrative Code §305.44. Signatories to Applications.** (a) All applications shall be signed as follows. (1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals. (2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively. (3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).