



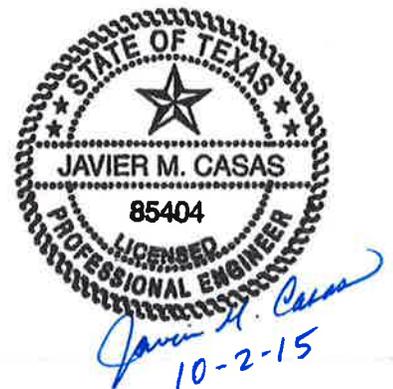
COUNTY OF GALVESTON
SPECIFICATIONS AND CONTRACT DOCUMENTS

ROAD RECONSTRUCTION
AT
JACK BROOKS PARK

BY:



Civil Engineers ▼ Project Managers
5625 Schumacher Lane • Houston, Texas 77057
Ph: (713) 975-9990 • Fax: (713) 975-0464
TBPE NO. F-00340



October 2, 2015

COUNTY OF GALVESTON
SPECIFICATIONS AND CONTRACT DOCUMENTS

ROAD RECONSTRUCTION
AT
JACK BROOKS PARK



Javier M. Casas 10/2/15

Engineer

CONTENTS

SECTION	I	Invitation to Bid General Provisions Vendor Qualification Packet Instruction to Bidders
SECTION	II	Bid Proposal Contract Award
SECTION	III	Special Terms and Conditions Wage Rates & AIA Forms Form I-9 - Employment Eligibility Verification
SECTION	IV	General Terms and Conditions
SECTION	V	Specifications
SECTION	VI	Plans

SECTION I

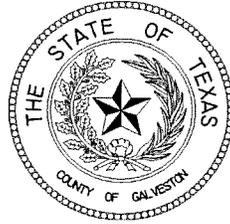
Invitation to Bid

General Provisions

Vendor Qualification Packet

Instruction to Bidders

**GALVESTON COUNTY
PURCHASING DEPARTMENT**



INVITATION TO BID

BID #B161002

JACK BROOKS PARK ROAD RECONSTRUCTION

BID DUE DATE: 10/29/2015

2:30 P.M. CST

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



ITB #B161002
OPEN: 10/29/2015
TIME: 2:30 P.M.

INVITATION TO BID
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS

Sealed bids in sets of five (5), one (1) original and four (4) copies will be received in the office of the County Purchasing Agent until 2:30 P.M. CST, on 10/29/2015 and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any bid received after 2:30 P.M. CST on the specified date will be returned unopened.

Purpose:

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

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

ITB #B161002

JACK BROOKS PARK ROAD RECONSTRUCTION

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

A non-mandatory pre-bid conference will be held on 10/15/2015 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.

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:

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

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

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

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

**JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

Table of Contents

GENERAL PROVISIONS:

- 1. BID PACKAGE 1
- 2. BIDDER’S RESPONSIBILITY 1
- 3. TIME FOR RECEIVING BIDS 1
- 4. BID OPENING 1
- 5. COMMISSIONERS’ COURT 1
- 6. REJECTION OF BIDS/DISQUALIFICATION 2
 - A.Failure to use the Bid form(s) furnished by the County;..... 2
- 7. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS 2
- 8. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT 2
- 9. EXCEPTIONS TO BID 2
- 10. PRICING 3
- 11. PROCUREMENT CARD PROGRAM 3
- 12. PASS THROUGH COST ADJUSTMENTS 3
- 13. MODIFICATION OF BIDS 3
- 14. SIGNATURE OF BIDS 4
- 15. AWARD OF BIDS 4
- 16. DISPUTE AFTER AWARD/PROTEST 5
- 17. PUBLIC INFORMATION ACT 5
- 18. BIDDER’S EMAIL ADDRESSES 5
- 19. RESULTANT CONTRACT 5
- 20. CONTRACT TERM 5
- 21. TERMINATION FOR DEFAULT 6
- 22. TERMINATION FOR CONVENIENCE 6
- 23. FORCE MAJEURE 6
- 24. ESTIMATED QUANTITIES 7
- 25. CONTRACTOR INVESTIGATION 7
- 26. NO COMMITMENT BY COUNTY OF GALVESTON 7

**JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

27.	BID COSTS BORNE BY BIDDER	7
28.	SINGLE BID RESPONSE.....	7
29.	CHANGES IN SPECIFICATIONS.....	7
30.	BID IDEAS AND CONCEPTS	8
31.	BID DISCLOSURES	8
32.	WITHDRAWAL OF BID	8
33.	INDEMNIFICATION	8
34.	REQUIREMENT OF AND PROOF OF INSURANCE	8
35.	BID GUARANTEE	9
36.	PERFORMANCE AND PAYMENT BONDS.....	10
37.	PATENT AND COPYRIGHT PROTECTION	11
38.	CONFLICT OF INTEREST DISCLOSURE REPORTING	11
39.	COMPETITIVENESS AND INTEGRITY	12
40.	ENTIRETY OF AGREEMENT AND MODIFICATION	12
41.	NON-COLLUSION AFFIDAVIT	12
42.	SOVEREIGN IMMUNITY	13
43.	CONTROLLING LAW AND VENUE	13
44.	MERGERS, ACQUISITIONS	13
45.	DELAYS.....	13
46.	ACCURACY OF DATA.....	13
47.	SUBCONTRACTING/ASSIGNMENT.....	14
48.	INDEPENDENT CONTRACTOR.....	14
49.	MONITORING PERFORMANCE	14
50.	PROCUREMENT ETHICS	14
51.	SUBJECT TO APPROPRIATION OF FUNDS	15
52.	NOTICE.....	16
53.	NONDISCRIMINATION	16
54.	RECORD RETENTION AND RIGHT TO AUDIT.....	17
55.	TITLE VI ASSURANCES/TxDOT.....	17
56.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.....	18
57.	SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT	19

**JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

58. LABOR STANDARDS19
59. INSPECTION OF SITE.....19
60. STATEMENT OF BIDDERS QUALIFICATION.....19
61. WAGES AND SALARIES.....19

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
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.

The criteria utilized for determining responsibility of Bidder(s) includes, but is not limited to, the Bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The Bidders shall furnish any information requested by the County in order for the County to determine whether a Bidder is responsible.

3. TIME FOR RECEIVING BIDS:

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the Bidder fails to identify the Bid Number 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. BID OPENING:

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid opening date.

5. 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.

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

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 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.

6. 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. Lack of signature by an authorized representative on the Bid form(s);
- B. Failure to properly complete the Bid;
- C. Bids that do not meet the mandatory requirements; and/or;
- D. Evidence of collusion among Bidders.
- E. Failure to use the Bid form(s) furnished by the County.

7. 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.

8. 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.

9. 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.

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

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

10. 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. The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit price will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

11. PROCUREMENT 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.

12. 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.

13. 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

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

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.

14. 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.

15. AWARD OF BIDS:

The award will be made to the responsive, responsible Bidder whose bid is determined to be the best evaluated, lowest cost 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.**

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.

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

A Bidder whose bid does not meet the mandatory requirements set forth in this Invitation to Bid 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.

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

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 Insurance in the schedule of the Invitation to Bid.

The contractor shall not commence work under these terms and conditions of the contract until all required and applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit 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.

16. 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.

17. PUBLIC INFORMATION ACT:

The parties agree that the County is a governmental 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 Public Information Act. Bidder agrees that it has **clearly and conspicuously** marked any information that it considers to be confidential, proprietary, and/or trade secret in its Bid. County agrees to provide notice to Bidder in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Bidder has marked as confidential, proprietary, and/or trade secret.

18. BIDDER'S EMAIL ADDRESSES:

Notwithstanding the foregoing Section 17, 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.

19. RESULTANT CONTRACT:

Bidder shall correctly and fully execute the resultant contract first. Afterwards, 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, 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.

20. CONTRACT TERM:

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

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

21. 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.

22. 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. County may terminate this contract upon 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.

23. 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.

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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 amendments shall be furnished to all prospective contractors in the form of an addendum. 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) working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening or bids.

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

30. 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.

31. 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.

32. 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.

33. INDEMNIFICATION:

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

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

34. 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

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

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

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

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

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

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

Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

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

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

35. BID GUARANTEE:

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

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

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'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.

The Cashier's Check or 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 Bid upon the completion and submission of all contract documents. Provided, however, that the Cashier's Check or Bid 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.

36. 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 full amount of the contract. If the contract exceeds \$50,000.00, 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).

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

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

The performance bond shall be solely for the protection of Galveston County, in the full amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work 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) days after the date of signing of the contract or receiving notice from the Purchasing Agent that the contract has been fully executed. Failure to provide the required payment and performance bonds within the required business days shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance, 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 Invitation To 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.

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

37. PATENT AND COPYRIGHT PROTECTION:

The Bidder agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights. 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, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, 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.

38. CONFLICT OF INTEREST DISCLOSURE REPORTING:

Bidder 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 Bidder 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 Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

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

For Bidder's convenience, a blank CIQ Form is enclosed with this bid package. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these websites are linked from 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 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.

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

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.

39. COMPETITIVENESS AND INTEGRITY:

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, **Bidders are to direct all communications regarding this 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 offer of the firm found to be in non-compliance.

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

**Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, (21st Street)
Fifth (5th) Floor, Purchasing
Galveston, Texas 77550 Fax: (409) 621-7997
E-mail: rufus.crowder@co.galveston.tx.us**

An authorized person from the submitting firm must sign all bids. This signature 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.

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

40. 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.

41. NON-COLLUSION AFFIDAVIT:

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

A blank Non-Collusion Affidavit is included with this Bid packet. Bidder must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its bid. This is a mandatory requirement of

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

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.

42. 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.

43. 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.

44. 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.

45. 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.

46. ACCURACY OF DATA:

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

GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS

47. 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.

48. 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.

49. 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.

50. 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 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 a procurement when the employee knows that:

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

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 thereof.

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 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.

51. 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

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

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.

52. 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 received for by, or actually received by, the receiving Party.

If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

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

With copies to:

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

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

To the Contractor at:

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

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.

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

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

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

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

54. RECORD RETENTION AND RIGHT TO AUDIT:

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

GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS

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

**GENERAL PROVISIONS
JACK BROOKS PARK ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS**

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.**

57. 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.

58. LABOR STANDARDS:

If applicable to this solicitation, Bidder acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds.

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

59. INSPECTION OF SITE:

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing. The city/county will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

60. STATEMENT OF BIDDERS QUALIFICATIONS:

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The County shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the County all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the County that the bidder is qualified to carry out properly the terms of the contract.

61. WAGES AND SALARIES:

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

SPECIAL CONTRACT CONDITIONS FOR CONSTRUCTION

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the CDBG and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda, General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2. Definitions

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

- (a) The term "Contract" means the Contract executed between the _____, hereinafter called the Owner and _____, hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means _____, Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision By Contractor

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

4. Subcontracts

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

- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5. Fitting and Coordination of Work

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

6. Payments to Contractor

(a) Partial Payments

1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

2) Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

(b) Final Payment

1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

2) The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

3) Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

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

(d) Withholding Payments

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

7. Changes in the Work

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

8. Claims for Extra Cost

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

9. Termination, Delays, and Liquidated Damages

- (a) Right of the Owner to Terminate Contract.
- (b) In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.
- (c) Liquidated Damages for Delays.
- (d) If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.
- (e) Excusable Delays.
 - 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
 - 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
 - 3) Any acts of the Owner;

- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

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

11. Disputes

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

12. Technical Specifications and Drawings

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

13. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until

they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the owner not involving a change in contract price or time; the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

14. Requests for Supplementary Information

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

15. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

16. Samples, Certificates and Tests

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

17. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.

- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

18. Care of Work

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

19. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- (d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

20. Sanitary Facilities

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

21. Use of Premises

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

22. Removal of Debris, Cleaning, Etc.

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

23. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects

remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

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

24. Review by Owner

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

25. Final Inspection

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

26. Deduction for Uncorrected Work

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

27. Warranty of Title

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

28. Warranty of Workmanship and Materials

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

29. Compliance with Air and Water Acts

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

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

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

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

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

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

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

32. Non Segregated Facilities

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

33. Job Offices

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

34. Partial Use of Site Improvements

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

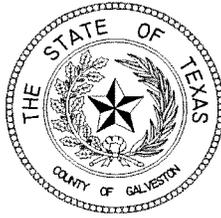
- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- (c) The period of guarantee stipulated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

35. Contract Documents and Drawings

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

36. Contract Period

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



County of Galveston
ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELGIBILITY
Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: BID #B161002

Solicitation Title: JACK BROOKS PARK ROAD RECONSTRUCTION

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

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:

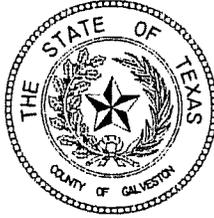
- Affiant is the _____ of _____, that
(Individual, Partner, Corporate Officer) (Name of Proposer)
- submitted the attached Bid/Proposal in **BID #B161002 Jack Brooks Park Road Reconstruction**
- Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion Affidavit;
- 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 _____, 2015.

Notary Public

My Commission Expires: _____



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
-------------------	--

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	
<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"/> Other (see Instructions) ▶	<input type="checkbox"/> Exempt payee
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 \$800 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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 filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire 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 of 10 percent or more?

Yes No

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

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

INSTRUCTIONS TO BIDDERS

1. BID PACKAGE

This bid package consists of the Invitation to Bid, the Instructions to Bidders, the bid proposal, the unexecuted Notice of Contract Award, the Special and General Terms and Conditions, any drawings and specifications, and any addenda which the County may issue prior to receipt of bids.

2. REVIEW

Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bidding 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.

3. PRE-BID MODIFICATIONS

Any modification to any portion of this bid packet will be in writing in the form of addenda. All addenda will be mailed to all holders of plans and specifications at least three (3) days prior to the date of opening bids. Bidders should inquire whether addenda have been issued inasmuch as Bidders shall be bound by such addenda whether or not received.

4. BID FORMS

All bids must be submitted on forms furnished by County.

5. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for bid opening. If the bidder fails to identify the Bid Number 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 officer or employee for the premature opening of a bid.

6. TERM

The term of the contract will begin on the date of execution by the County and will terminate on the date specified in the document entitled "Contract Award".

7. AWARD OF BID

The award will be to the responsive, responsible bidder(s) who submits the lowest and best bid. Criteria utilized for determining responsibility of bidder(s) includes, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

8. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the Bidder desire to use any substitutions, prior written approval shall be obtained from the County sufficiently in advance in order that an addendum might be issued.

9. REJECTION OF BIDS

The County, acting through its County Commissioners' Court reserves the right to: (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any Bidder determined to be not responsible.

10. BID BOND

Each Bidder will be required to furnish with his bid a Cashier's or Certified Check from any bank in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston. The certified check or Bid Bond will be returned to the unsuccessful Bidder(s) and to the successful Bidder on the completion of execution of all contract documents and the furnishing of any necessary payment and performance bonds and insurance certificates.

The bid bond or check will be forfeited to the County as liquidated damages should the successful Bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid.

11. PERFORMANCE AND PAYMENT BOND

V.T.C.A., Government Code Chapter 2253, requires a Performance Bond (for contracts in excess of \$100,000) and a Payment Bond (for contracts in excess of \$25,000), be provided by the Contractor. Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work.

The bond(s) are to be made payable to the County of Galveston. They shall be written on forms provided by the surety for public works projects in Texas. They shall also be executed by a surety and licensed to do business in Texas.

Bidders should familiarize themselves with the entire provisions of V.T.C.A.,

Chapter 2253 and the penalties provided for its violations before submitting their bid.

12. CONTRACT

The contract shall become effective upon the Commissioners' Court's execution of same. The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work.

13. TAX EXEMPTION

This contract is issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise and use taxes pursuant to Section 151.309, Texas Tax Code.

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9.07 in lieu of the tax. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95.05 (effective October 2, 1968) or as hereafter amended.

SECTION II
Bid Proposal
Contract Award

BID NUMBER **#B161002**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:

Road Reconstruction at Jack Brooks Park, Galveston County

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

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

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

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

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

BIDDER _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

ADDRESS _____

CITY, STATE _____

ZIP _____

TELEPHONE _____

FAX NO _____

DATE _____

TAX I.D. No. _____

PROPOSAL

**ROAD RECONSTRUCTION AT JACK BROOKS PARK
GALVESTON COUNTY, TEXAS**

BID ITEM NO.	SPEC ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
SECTION I SITE PREPARATION AND EARTHWORK						
1	500	1	LS	MOBILIZATION, DEMOBILIZATION, AND FURNISH PERFORMANCE, PAYMENT, MAINTENANCE BONDS, AND INSURANCE IN ACCORDANCE WITH THE CONTRACT BID DOCUMENTS Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
2	110	1,600	CY	EXCAVATION (ROADWAYS) Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
3	100	1	LS	REMOVE, SALVAGE, RELOCATE OR/AND DISPOSE OF EXISTING TRAFFIC AND ROADWAY SIGNS (ALL TYPES, ALL SIZES) IN ACCORDANCE WITH THE DRAWINGS (NO SEPARATE PAY) Complete in Place for Zero _____ DOLLARS and Zero _____ CENTS Per Unit	\$0.00	\$0.00
4	105, 305, 354	28,242	SY	REMOVE (BY MILLING) EXISTING ASPHALT PAVEMENT AND STABILIZED BASE (2" - 8") INCLUDING ASPHALT DRIVEWAYS, DELIVER AND STOCKPILE AT SANTA FE STOCKYARD, 11730 HWY 6, SANTA FE, TX 77510 Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
5	100	115	LF	REMOVE AND DISPOSE OF EXISTING PIPE (ALL SIZES, ALL TYPES, ALL DEPTHS), Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____

PROPOSAL

**ROAD RECONSTRUCTION AT JACK BROOKS PARK
GALVESTON COUNTY, TEXAS**

BID ITEM NO.	SPEC ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
6	351	1	LS	MAINTAINING JACK BROOKS PARK ROAD PAVEMENT INCLUDING PAVEMENT AND BASE REPAIRS DAMAGED BY THE CONTRACTOR'S OPERATION (ALL TYPES, ALL THICKNESSES), DUST CONTROL, AND CLEANUP OF THE PROJECT SITE (NO SEPARATE PAY) Complete in Place for _____ Zero _____ DOLLARS and _____ Zero _____ CENTS Per Unit	\$0.00	\$0.00
SUBTOTAL SECTION I - SITE PREPARATION AND EARTHWORK (BID ITEMS 1-6)						
SECTION II PAVING						
7	260	29,819	SY	8-INCH COMPACTED LIME STABILIZED SUBGRADE MANIPULATION Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
8	260	641	TON	LIME FOR 8-INCH LIME STABILIZED SUBGRADE 8% BY DRY WEIGHT Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
9	360	26,919	SY	8-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (MIN. 5.5 SACKS) Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
10	360	22	EA	HORIZONTAL DOWELS Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____

PROPOSAL

**ROAD RECONSTRUCTION AT JACK BROOKS PARK
GALVESTON COUNTY, TEXAS**

BID ITEM NO.	SPEC ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
11	529	344	LF	6-INCH CONCRETE CURB Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
12	340	71	TON	HMAC TYPE "D" SURFACE COURSE FOR DRIVEWAY ENTRANCES (MAX. 3 INCH SURFACE COURSE) AND ALL WIDTHS Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
13	310	146	GAL	PRIME COAT MC-30 AT 0.25-0.35 GALLONS PER SQUARE YARD AT ASPHALT DRIVEWAY ENTRANCES Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
14	340	4	EA	SPEED HUMP - ASPHALT CONCRETE (TYPE D) INCLUDING 24-INCH WHITE THERMOPLASTIC MARKINGS AND DELINEATORS, PER PLAN DETAIL Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
SUBTOTAL SECTION II - PAVING (BID ITEMS 7-14)						\$ _____

PROPOSAL

**ROAD RECONSTRUCTION AT JACK BROOKS PARK
GALVESTON COUNTY, TEXAS**

BID ITEM NO.	SPEC ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
SECTION III PAVEMENT MARKINGS AND SIGNAGE						
15	660, 661, 662	22,387	LF	FURNISH AND INSTALL TYPE II PAVEMENT MARKINGS, WHITE, 4" SOLID Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
16	660, 661, 662	128	LF	FURNISH AND INSTALL TYPE II PAVEMENT MARKINGS, WHITE, 24" SOLID Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
17	660, 661, 662	16,292	LF	FURNISH AND INSTALL TYPE II PAVEMENT MARKINGS, YELLOW, 4" SOLID Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
SUBTOTAL SECTION III - PAVEMENT MARKINGS AND SIGNAGE (BID ITEMS 15-17)					\$ _____	\$ _____
SECTION IV TRAFFIC CONTROL						
18	502, 510	5	MO	FURNISH, PLACE, AND REMOVE TWO PORTABLE MESSAGE SIGN BOARDS (NON ELECTRONIC) (NO SEPARATE PAY) Complete in Place for _____ Zero _____ DOLLARS and _____ Zero _____ CENTS Per Unit	\$0.00	\$0.00

PROPOSAL

**ROAD RECONSTRUCTION AT JACK BROOKS PARK
GALVESTON COUNTY, TEXAS**

BID ITEM NO.	SPEC ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
19	502, 510	5	MO	TRAFFIC CONTROL FOR PAVING, REFLECTIVE PAINTING, AND SIGNAGE INSTALLATION, INCLUDING SIGNS, BARRIERS, BARRELS, TUBULAR MARKERS, LIGHTS, BARRICADES AND FLAGGERS INCLUDING FM 2004 AND SH 6 Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
20	340	65	TON	8-INCH ASPHALT BLACK BASE FOR TEMPORARY DRIVEWAYS Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
21	340	65	TON	CRUSHED LIMESTONE BASE (COMPACTED) FOR TEMPORARY DRIVEWAYS Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
22	100	1	LS	REMOVE, SALVAGE AND RE-INSTALL EXISTING WHEEL STOPS Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
23	100, 464	154	LF	INSTALLATION AND REMOVAL OF TEMPORARY 24-IN RCP CULVERT Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____

PROPOSAL

**ROAD RECONSTRUCTION AT JACK BROOKS PARK
GALVESTON COUNTY, TEXAS**

BID ITEM NO.	SPEC ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
24	678	72	LF	REMOVE, FURNISH AND INSTALL 4-IN WHITE PAVEMENT MARKINGS FOR PARKING SPACES Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
25	100	1	LS	REMOVE TEMPORARY ASPHALT DRIVEWAYS Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
SUBTOTAL SECTION IV TRAFFIC CONTROL (BID ITEMS 18-25)						
SECTION V STORM WATER POLLUTION PREVENTION PLAN						
26	162	51	SY	FURNISH, INSTALL, FERTILIZE AND WATER: 16-INCH WIDE SOLID SOD STRIP ALONG EDGE OF CURB FOR EROSION CONTROL AND STABILIZATION Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
27	506	252	LF	FURNISH, INSTALL AND REMOVE TEMPORARY REINFORCED FILTER FABRIC BARRIER Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____

PROPOSAL

**ROAD RECONSTRUCTION AT JACK BROOKS PARK
GALVESTON COUNTY, TEXAS**

BID ITEM NO.	SPEC ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
28	164	10,825	SY	FURNISH, INSTALL, FERTILIZE AND WATER: HYDRO-MULCH SEEDING FOR EROSION CONTROL Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
29	PROJECT MANUAL	2	EA	TPDES GENERAL PERMIT NO. TXR15000, NOTICE OF INTENT (NOI) APPLICATION FEE (CONTRACTOR'S NOI FEE AND GALVESTON COUNTY'S NOI FEE, EACH FEE SHOULD BE SET PRICE OF \$325.00) Complete in Place for Three-hundred Twenty-five _____ DOLLARS and Zero _____ CENTS Per Unit	\$325.00	\$650.00
30	506	100	SY	CONSTRUCTION EXIT TYPE I ROCK AND ENVIRONMENTAL CONTROLS Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
31	SS730	1	LS	CONCRETE TRUCK WASHOUT STRUCTURES Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
32	751	5	MO	SWPPP INSPECTION AND MAINTENANCE (MIN. BID \$1000 PER MONTH) Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
				SUBTOTAL SECTION V STORM WATER POLLUTION PREVENTION PLAN (BID ITEMS 26-32)		\$ _____

PROPOSAL

**ROAD RECONSTRUCTION AT JACK BROOKS PARK
GALVESTON COUNTY, TEXAS**

BID ITEM NO.	SPEC ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
SECTION VI DRAINAGE						
33	464	49	LF	FURNISH AND INSTALL 18-INCH RCP ELLIPTICAL PIPE (ALL CUTS) Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
34	465	1	EA	TYPE "A" INLET (ALL DEPTHS) Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
35	402	35	LF	TRENCH SAFETY SYSTEM (0'-5') Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
SUBTOTAL SECTION VI DRAINAGE (BID ITEMS 33-35)					\$ _____	\$ _____
*SECTION VII SUPPLEMENTAL ITEMS						
36	360	1,200	SY	8-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT, HIGH EARLY STRENGTH Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____

PROPOSAL

**ROAD RECONSTRUCTION AT JACK BROOKS PARK
GALVESTON COUNTY, TEXAS**

BID ITEM NO.	SPEC ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
37	SS433	1,310	SY	8-INCH CEMENT STABILIZED SAND FOR HIGH EARLY STRENGTH CONCRETE PAVEMENT Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
38	SS130	100	CY	BORROW Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
39	132	35	CY	EMBANKMENT Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
40	760	100	LF	DITCH CLEANING AND RESHAPING Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
41	764	1,150	LF	STORM SEWER CLEANING (PIPE)(ALL DIAMETERS) Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____

PROPOSAL

**ROAD RECONSTRUCTION AT JACK BROOKS PARK
GALVESTON COUNTY, TEXAS**

BID ITEM NO.	SPEC ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
42	862	160	LF	REMOVE, FURNISH AND INSTALL GUARD RAIL WITH POSTS Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
43	552	50	LF	FURNISH AND INSTALL NEW FENCE (ALL TYPES, ALL HEIGHTS, ALL SIZES) Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
44	DRAWING	2	EA	FURNISH, INSTALL, MAINTAIN AND REMOVE PROJECT IDENTIFICATION SIGN Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
				SUBTOTAL SECTION VII SUPPLEMENTAL ITEMS (BID ITEMS 36-44)		\$ _____
SECTION VIII ALTERNATE BID ITEM (IN LIEU OF BID ITEM No. 9)						
45	360	26,919	SY	7-INCH JOINTED CONCRETE PAVEMENT, W/ #4 @ 24" O.C.E.W. Complete in Place for _____ DOLLARS and _____ CENTS Per Unit	\$ _____	\$ _____
				SUBTOTAL SECTION VIII ALTERNATE BID ITEM (BID ITEM 45)		\$ _____

* THE ITEMS LISTED ABOVE ARE EXTRA WORK ITEMS AND ARE TO BE USED ONLY ON THE INSTRUCTIONS OF THE FIELD ENGINEER ON THE JOB. NO COMPENSATION WILL BE RECEIVED FOR ANY PART OF THESE ITEMS UNLESS THEY ARE ACTUALLY USED ON THE JOB UNDER THE DIRECTION OF THE FIELD ENGINEER. ANY ADDITIONAL ITEMS REQUIRED OVER AND ABOVE THOSE LISTED ABOVE WILL HAVE TO BE SECURED ON A CHANGE IN CONTRACT AND ARE NOT TO BE USED UNTIL SAME HAS BEEN APPROVED BY THE GALVESTON COUNTY. THE AMOUNT BID ON THE ABOVE LISTED ITEMS IS TO BE INCLUDED IN THE GRAND TOTAL OF THIS CONTRACT.

SP = SPECIAL PROVISION

SS = SPECIAL SPECIFICATION

PROPOSAL

ROAD RECONSTRUCTION AT JACK BROOKS PARK GALVESTON COUNTY, TEXAS

BID ITEM NO.	SPEC ITEM NO.	QUANTITY	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
--------------	---------------	----------	------	--	---------------------------	------------

SUMMARY

SECTION I	SITE PREPARATION AND EARTHWORK				\$	
SECTION II	PAVING				\$	
SECTION III	PAVEMENT MARKINGS AND SIGNAGE				\$	
SECTION IV	TRAFFIC CONTROL				\$	
SECTION V	STORM WATER POLLUTION PREVENTION PLAN				\$	
SECTION VI	DRAINAGE				\$	
SECTION VII	SUPPLEMENTAL ITEMS				\$	
SECTION VIII	ALTERNATE BID ITEM (Bid Item No. 45 in lieu of Bid Item No. 9)				\$	
GRAND TOTAL AMOUNT BASE BID (Items 1-44)						\$
GRAND TOTAL AMOUNT ALTERNATE BID (Items 1-8 and 10-45)						\$

(This figure must appear on the front cover of the Project Manual)

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.

BASE BID:

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 base bid) \$ _____

ALTERNATE BID :

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 alternate bid) \$ _____

CONTRACT AWARD

**CONTRACT FOR: ROAD RECONSTRUCTION AT JACK BROOKS PARK,
GALVESTON COUNTY**

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

Contract No: **#1089**_____

Bid No: **#B161002**_____

Contractor: _____

The Specifications and Drawings are enumerated as follows:

Standard Specifications: **Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges; adopted by the Texas Department Of Transportation, Nov. 1, 2014**

Special Provisions: **To Items 1 thru 9
(000-001) Important Notice to Contractors**

Special Items: **List of Special Specifications adopted for this project:**

Harris County Specification: Item 130 – Borrow, dated 11-01-2008 (Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification: Item 433 – Cement Stabilized Sand Bedding and Backfill Material dated 03-01-2012 (Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification: Item 493 – Riprap dated 11-02-2008 (Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification: Item 730 – Concrete Truck Washout Structures, dated 05-01-2014 (Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification: Item 751 – SWPPP Inspection and Maintenance, dated 03-01-2012 (Replacing the words of “Harris County” with “Galveston County”)

DRAWINGS: Sheet Numbers 1 through 38 prepared by
McDonough Engineering Corp.

ADDENDA: _____

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 pavement shall be made for the same.

Contract Award (continued)

Sections I (Invitation to Bid; General Provisions; Instructions to Bidders; Vendor Qualification Packet), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), IV (General Terms and Conditions), V (Specifications) and VI (Plans) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 150 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

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

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

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

This Contract is issued pursuant to award made by Commissioners' Court on _____, 20__.

EXECUTED this ____ day of _____, 20__.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan, County Clerk

CONTRACTOR

BY: _____
Signature - Title

Printed Name

SECTION III

Special Terms and Conditions

Wage Rates & AIA Forms

Form I-9 – Employment Eligibility Verification

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: ROAD RECONSTRUCTION AT JACK BROOKS PARK, GALVESTON COUNTY

In the event of a conflict between any provision of these Special Terms and Conditions and any other section or provision of this bid package or a contract awarded under this bid, the Special Terms and Provisions control. If you need additional information, contact the Project Administrator.

SCOPE:

It is the intent of these specifications to secure a contract to furnish labor, equipment, materials and incidentals as required to: a.) Remove 2-8-inches of hot mix asphalt and black base by milling; b) Construct new 8-inch continually reinforced concrete paving and subgrade; c) Remove and reconstruct the ballpark entrance and parallel parking along the roadway only; and d) Replace speed humps and add new delineators.

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

Name: Michael C. Shannon, P.E., County Engineer
Address: 722 Moody Avenue, Galveston, Texas 77550
Telephone No.: (409) 770-5554

GENERAL

The Contractor will be required to make submittals on all materials for pre-delivery approval.

All advance warning signs to be set two weeks prior to the start of construction activities and to remain in place until all construction activities are complete and accepted by Galveston County.

For this project the contractor will furnish and maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction. These barricades and warning signs shall be constructed and placed in accordance with the barricades and construction standards, latest Texas MUTCD, and typical construction layouts, or as directed by the Engineer.

The Contractor shall be responsible for controlling excess dust and loose rocks produced by the work. The Contractor shall use methods which are reasonable and practical to control these problems.

MATERIAL STORAGE

Mixing of materials, storing of materials, storing of equipment, or repairing of equipment on top of pavement or bridge decks will not be permitted unless specifically authorized by the ENGINEER. Permission will be granted to store materials on subject surfaces if no damage or discoloration will result.

MATERIAL HAULING

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

VERTICAL AND HORIZONTAL CONTROL

Vertical and horizontal control points will be provided by Galveston County. All construction surveying and staking will be done by the contractor.

ESTIMATED QUANTITIES

The quantities listed in the bid proposal will be considered as approximate. Payment will be made to the Contractor only for the actual amount of work done subject to any applicable measurement and pay provisions and as certified by the Engineer except for the following bid items:

<u>Bid Item</u>	<u>Description</u>
4	Remove (by milling) existing asphalt pavement and stabilized base 2"-8" including asphalt driveways, deliver and stockpile at Santa Fe Stockyard, 11730 Hwy 6, Santa Fe, TX 77510

Payment for the above bid items, as further described in the bid proposal, will be based on the quantities shown in the bid proposal regardless of actual quantity of work performed. If the Contractor anticipates that more or less of the bid item quantity is required than called for in the proposal under these bid items, he should adjust the unit prices accordingly. No additional compensation will be allowed for these items as long as the project is completed in accordance with the construction drawings. Unbalanced bids may be considered non-responsive and may be deemed not acceptable by the County.

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

MATERIALS TESTING

Galveston County will pay for and conduct materials testing for the County's benefit and use in determining whether to accept or reject the materials or finished products. Contractor is responsible for assuring all materials and finished products comply with the Drawings and Specifications. Test results from the County's testing will be made available to Contractor.

SUSPENSION OF WORK

In case of suspension of work for any cause, the contractor shall be responsible for the preservation of all materials. He shall provide suitable drainage of the roadway and shall erect temporary structures where required. The contractor shall maintain the roadway in good and passable condition until final acceptance.

ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY CONSTRUCTION NOISE

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

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

WORKING HOURS

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

LIQUIDATED DAMAGES

Liquidated damages in the amount of Twenty Five Hundred dollars (\$2,500.00) per day will be assessed for each day beyond the time of completion that the work is not substantially complete.

TIME OF COMPLETION

Time of Completion of this project is 150 calendar days from the date of the Notice to Proceed.

PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY

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

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

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

BUILDER'S RISK INSURANCE

Builder's Risk Insurance and Professional Liability Insurance will not be required for this project.

EXPERIENCE

All bidders must have done a like project within the last two years.

EXCESS, WASTE MATERIAL AND DEBRIS

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

LABOR AND EQUIPMENT

All labor and equipment furnished by the contractor will be considered subsidiary to the various bid items and will not be paid for directly.

FIELD OFFICE

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

INCIDENTALS

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

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 Item 502, "Barricades, Signs and Traffic Handling".

MAINTENANCE OF ROADWAY DURING CONSTRUCTION

The Contractor shall maintain Jack Brooks Park Road in a smooth and even fashion on a continuous basis during construction and shall repair potholes and base failures with an approved base material. Dust control shall be performed to minimize dust. Maintenance of the roadway and dust control shall be considered incidental to the various bid items and no separate payment shall be made for same.

SPECIAL REQUIREMENTS:

- 1) The attached schedule of wages per hour for this Contract follows:

General Decision Number: TX150056 01/02/2015 TX56

Superseded General Decision Number: TX20140056

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: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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	01/02/2015

* 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.

=====

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION



Document G706

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
		ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR:	CONTRACTOR: <input type="checkbox"/>
	CONTRACT DATED:	SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied 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 Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

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

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

Document G706A

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's 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 or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

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 Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY: _____

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

Document G707

Consent of Surety to Final Payment

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

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
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

Document G707A

Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

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

, CONTRACTOR,

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
(Insert name and address of Owner)

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

SECTION IV

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. COUNTY AS OWNER

The word "County" in this contract refers to the County of Galveston.

2. CONTRACTOR

The word "Contractor" refers to the person or entity agreeing to perform the work in this contract.

3. PROGRAM ADMINISTRATOR

The term "Program Administrator" refers to the person designated by County to act on its behalf in administering this contract.

4. STATUS OF CONTRACTOR

The Contractor shall at all times be considered to be an independent contractor, and will not hold itself or its employees out to be employees or agents of the County of Galveston.

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress.

5. ASSIGNMENT AND SUBLETTING

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County. The Contractor further agrees that the subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract.

6. EQUAL OPPORTUNITY

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

7. CONTRACT

This contract consists of the following documents; Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award, Special Terms and Conditions (including specifications, drawings and addenda), General Terms and Conditions, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

8. DISCREPANCIES AND OMISSIONS

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Program Administrator shall define which is intended to apply to the work. Such definition shall be final and binding on Contractor.

9. COLLATERAL CONTRACT

The County reserves the rights to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

10. TIME

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award.

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

11. TIME AND ORDER OF COMPLETION

The Contractor will commence work within ten (10) working days after the issuance of the notice to proceed and will substantially complete it within the time specified in the Contract Award.

By the term "substantially completed" is meant that work shall be fully completed with the exception of minor miscellaneous work and adjustment.

12. EXTENSION OF TIME

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay. The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay. The amount of the extension will be determined by the Program Administrator.

13. LOSSES FROM NATURAL CAUSES

All damage to the work from the action of the elements, or from any unforeseen circumstances in the prosecution of the work shall be repaired by the Contractor at his own cost.

14. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

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

15. PERFORMANCE OF WORK

All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workers.

16. STORAGE AND CLEANUP

The County does not assume responsibility for any materials, tools, or equipment stored on or about the worksite. The worksite shall be cleared of debris by the Contractor continuously through the progress of the work and also upon final completion of the work.

17. WORKING HOURS

Contractor may perform work twenty four hours a day, seven days a week, unless otherwise restricted by the Special Conditions of this contract.

18. WORKSITE SECURITY

Contractor shall maintain the security of the worksite and shall restrict access to the site to the following:

- a) its employees;
- b) employees of subcontractors;
- c) representatives of manufacturers whose goods are utilized in the work and are called to the site by either the Contractor or the Program Administrator; and
- d) agents and/or employees of the County.

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

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

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

19. ALCOHOL / DRUG FREE WORKPLACE

The County is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this Contract is prohibited. Violation of this requirement shall constitute grounds for immediate termination of the contract.

20. LABOR

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost.

Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

In the event of Contractor's non-compliance with the non-discrimination clause of this contract, the contract entered into may be canceled in whole or in part.

21. WAGE RATES

This Contract is a Public Works Contract governed by V.T.C.A., Government Code, Chapter 2258. That Act requires Contractor to pay workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

Prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq) are used in this contract and are incorporated and made a part hereof.

In the event other crafts or types of workers are required than are listed therein, such workers shall be paid at a rate not less than the prevailing rate for similar workers in the Galveston County area.

Contractor acknowledges that:

A) Pursuant to V.T.C.A., Government Code §2258.022, a violation of the obligation to pay workers the prevailing wages shall result in Contractor paying the County the amount of \$60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract; and

B) Contractors and Subcontractors shall be required to keep a record showing the name and occupation of each worker employed by Contractor or Subcontractor in the construction of the work called for in the contract and the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of the County.

Contractor represents it has read this law and the penalties provided prior to entering into this agreement.

22. UTILITIES

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

23. PARKING

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

24. FIRE AND SAFETY

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

25. CONTRACTOR'S BUILDINGS

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

26. INSURANCE

Contractor shall obtain and pay for insurance set forth below prior to commencing work, and shall file with the Program Administrator certificates or copies of policies for approval and as proof of coverage:

- 1) Workmen's Compensation
 - a. State Statutory
 - b. Applicable - Statutory

- 2) Comprehensive General Liability (including Premises – Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage)
 - a. Bodily Injury –
 - \$100,000.00 each person, each occurrence
 - \$300,000.00 Aggregate, each occurrence
 - b. Property Damage including loss of use –
 - \$100,000.00 Each occurrence
 - c. Products and Completed Operations to be maintained for 1 year after Final Payment
 - d. Property Damage Liability Insurance will provide X, C or U coverage as applicable

- 3) Contractual Liability
 - a. Bodily Injury
 - \$100,000.00 Each Person
 - \$300,000.00 Each occurrence
 - b. Property Damage
 - \$100,000.00 Each occurrence

- 4) Personal injury, with Employment Exclusion deleted:
 - \$100,000.00 Each occurrence

- 5) Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles):
 - a. Bodily Injury
 - \$100,000.00 Each Person
 - \$300,000.00 Each occurrence
 - b. Property Damage
 - \$100,000.00 Each occurrence

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work. The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Receipt of all required notices shall be evidenced by return receipt of registered or Certified letter. The policies shall contain provision that coverages will not be cancelled until at least thirty days' prior written notice has been given to the County. In the event of such notice of cancellation being given the contractor will provide substitute policies with the same provisions to county prior to the effective date of such cancellation.

The above requirements do not establish limits of Contractor's liability.

Contractor shall at all time during the term of this contract and any extensions thereof maintain such insurance coverage.

Such insurance is to be provided at the sole cost of Contractor.

All policies of insurance shall waive all rights of subrogation against County, its officers, employees and agents.

The County shall be named as "additional insured" on such policies as are specified above.

The County reserves the right to require additional insurance should it be deemed necessary.

27. SANITATION

Necessary sanitary conveniences for the use of laborers at the worksite, properly secluded from the public observation, shall be constructed and maintained by Contractor in such manner at such points as shall be approved by the Program Administrator, and their use shall be strictly enforced.

28. DAILY CLEANUP

Contractor shall confine to the work site all materials and refuse generated by Contractor's operations. Materials which are stored on-site shall be stored in an orderly manner. Materials or refuse from demolition and/or removal operations which become scattered in adjacent areas shall be collected and returned to the work site and satisfactorily removed. Truck hauling materials must be covered to keep materials from littering streets.

29. FINAL GRADING

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

30. RIGHT OF ENTRY

County reserves the right to enter the property or location at which the work is being conducted, by such agents as it may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as County may desire, or for any other purpose deemed necessary by County.

31. INSPECTION

County reserves the right to inspect the work done by Contractor at any time.

The inspection may include examination of the material furnished and the work done under this agreement to ensure compliance with the plans and specifications.

Contractor shall furnish all reasonable aid and assistance required by the inspector(s) for the proper inspection and examination of the work. The inspector(s) may make any order requiring remedy of deficient performance at any time. Should Contractor object to any order by any inspector, Contractor may, within 24 hours, make written appeal to the Program Administrator for his decision, which decision shall be final and binding on Contractor.

The approval or failure of an inspector to reject non complying work or materials shall not relieve Contractor of his obligation to perform the work in full compliance with the plans and specifications for the work.

Contractor shall be responsible for the costs associated by the exposing and covering of any item of concealed work for which an inspection is performed.

32. DEFECTS AND THEIR REMEDIES

It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the Program Administrator as unsuitable or not in conformity with the specifications Contractor shall, after receipt of written notice thereof from the Program Administrator, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

33. SUBSTANTIAL COMPLETION

When the Contractor determines that the work is substantially complete, he shall advise the Program Administrator of such and schedule a time for the Program Administrator to inspect the work. Contractor shall have all systems fully functional and operational for the inspection of the Program Administrator. All phases of the work will be examined by the Program Administrator, who will note any deficiencies in the work and notify Contractor of the same.

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken; however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor.

34. FINAL COMPLETION AND ACCEPTANCE

Within ten (10) days after Contractor has given the Program Administrator written notice that the work has been completed, or substantially completed, the Program Administrator shall inspect the work and, within said time, if the work be found to be completed or substantially completed in accordance with the plans and specifications, the Program Administrator shall issue a substantial completion certificate.

Should such inspection reveal deficiencies on the work, the Program Administrator will deliver a list of deficiencies to Contractor for immediate repair. No final payment will be made until all deficiencies have been remedied.

35. PARAGRAPH 35 HAS BEEN DELETED

36. PROGRESS PAYMENTS AND RETAINAGE

If this contract provides for the making of progress payments, Contractor shall make application to County for payment utilizing forms provided by County for that purpose. Contractor shall state the percentage or the limits of the work performed and request payment for the amount of acceptable work performed. Applications for payment shall be made monthly by Contractor.

The County shall then pay the Contractor on or before 45 days thereafter, the total amount of the request, less 5% of the amount thereof, which 5% shall be retained until final payments, and further less all previous payments, and further less all further sums that may be retained by the County under the terms of this agreement.

Upon the attainment of substantial completion, payment will be made so that the sum of all payments made under the contract equals Ninety Five Percent (95%) of the total contract amount.

37. ESTIMATED QUANTITIES

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

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

38. CHANGES AND ALTERATIONS

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

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case Program Administrator shall make such changes or alterations as shall make useless any work already done or

material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

39. EXTRA WORK

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

It is agreed that Contractor shall perform all Extra Work under the direction of the Program Administrator when presented with a Written Work Order signed by the Program Administrator: subject, however, to the right of Contractor to require a written confirmation of such Extra Work Order by the County Commissioners' Court. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices; or

Method (b) - By agreed lump sum: or

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

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

cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost' as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost".

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

40. FINAL PAYMENT

Upon the issuance of the approval for payment, the Program Administrator shall certify same to County, who shall pay to Contractor the balance due Contractor under the terms of this agreement, provided it has fully performed its contractual obligations under the terms of this contract; and has provided County with a release of liens from all materialmen, suppliers and subcontractors utilized in the work.

41. HINDRANCES AND DELAYS

No charge shall be made by Contractor for hindrances or delays from any cause (except when work is stopped by order of the County) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of Program Administrator then such expense as in the judgment of the Program Administrator is caused by stopping of said work shall be paid by County to Contractor.

42. TIME OF FILING CLAIMS

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by Contractor shall be in writing and filed with the Program Administrator within a reasonable time after the Program Administrator has given any directions, order, or instruction to which Contractor desires to take exception. The Program Administrator shall reply to such written exceptions by Contractor and render his final decision in writing.

43. LIQUIDATED DAMAGES FOR DELAY

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum specified in the special conditions as liquidated damages for such delay.

44. ABANDONMENT BY CONTRACTOR

Should Contractor fail to start or resume work within ten (10) days after written notification from the Program Administrator or if Contractor fails to comply with a change order or instruction of the Program Administrator, Contractor shall be declared to be in default and the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to Contractor.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after services of such notice, or in the event there is no Surety, then County may provide for completion of the work in any manner it deems appropriate.

45. TERMINATION

County may terminate this Contract:

- i. immediately by giving written notice, if Contractor breaches its obligation under the Contract; or
- ii. with or without cause, after giving 30 days written notice of termination to Contractor.

In the event this Contract is terminated Contractor will be paid for work satisfactorily completed. The amount of such payment will be determined by the Program Administrator.

46. SALVAGE

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

47. COMPLIANCE WITH CODES

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

48. INDEMNITY

Contractor shall defend, indemnify, and save whole and harmless Galveston County, and its officers, agents, and employees from and against all claims and suits of whatever character, arising from the performance of this contract.

49. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY EQUIPMENT AND SUPPLIES

Contractor agrees to indemnify and hold County harmless from all claims of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of equipment, and all supplies incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If Contractor fails to do so, then 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.

50. PROTECTION AGAINST ROYALTIES, PATENTED INVENTIONS OR PROCESS, OR PATENT INFRINGEMENT

Contractor shall, at its own expense, settle or defend any claim, suit or action brought against County and shall protect and save harmless County from all and every demand for damages, royalties or fees for any patented invention or process used by it in connection with the work done, process used or material furnished under this Contract, and shall pay any final judgement for damages, attorneys fees and costs which may be awarded against County.

51. LAWS AND ORDINANCES

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

52. WARRANTY

Contractor and/or its Surety will be required by County to repair, replace, restore, and/or to make such corrections as are required of it to comply strictly in all things with this contract and the Plans and Specifications and any and all of said work and/or materials, which, within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or materials, are found to be defective or to fail in any way to comply with this contract or with the Plans and Specifications.

53. PERMITS AND LICENSES

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

54. NOTICE

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:
to County at:

Hon. Mark Henry, County Judge
722 Moody, Suite 200
Galveston, TX 77550
Fax (409) 766-4590

and to Contractor at the address listed in Contractor's Bid Proposal.

55. FORCE MAJEURE

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence.

56. APPLICABLE LAWS

Contractor acknowledges that County is a governmental entity and this Agreement is an open record under the Open Records Act and will be discussed and voted upon in a public meeting.

57. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. A prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. A 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 authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners' Court.

58. SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS

If a provision contained in this contract is held invalid for any reason, the invalidity does not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this contract are severable.

59. GOVERNING LAW; VENUE

This contract shall be governed by the laws of the State of Texas. Venue for an action arising under this contract shall be exclusively in Galveston County.

60. LINES AND GRADES

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

61. EMPLOYMENT VERIFICATION

The Immigration Reform and Control Act (IRCA) of 1986 prohibits contractors from knowingly hiring illegal workers. Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each

violation of this requirement shall result in the Contractor and/or Subcontractor paying the County the amount of \$60.00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition.

**SECTION V
SPECIFICATIONS**

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

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

STANDARD SPECIFICATIONS:

“Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges” as adopted by the Texas Department of Transportation, November 1, 2014.

SPECIAL SPECIFICATIONS:

Harris County Specification:

Item 130 – Borrow, dated 11-01-2008

(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 433 – Cement Stabilized Sand Bedding and Backfill Material dated 03-01-2012

(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 493 – Riprap, dated 11-02-2008

(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 730 – Concrete Truck Washout Structures, dated 05-01-2014

(Replacing the words of “Harris County” with “Galveston County”)

Harris County Specification:

Item 751 – SWPPP Inspection and Maintenance, dated 03-01-2012

(Replacing the words of “Harris County” with “Galveston County”)

SPECIAL PROVISIONS

Special Provisions To Items 1 thru 9.

GENERAL: The above listed specification items are those under which payment is to be made. These, together with such other pertinent items, if any as may be referred to in the above listed specification items, and including the special provisions listed above, constitute the complete specifications for this project. No separate payment will be made for any item that is not specifically set further in the bid sheets and all costs therefore shall be included in the prices named in the bid sheets for the various appurtenant items of work.

SPECIAL PROVISION TO ITEM 1

“DEFINITION OF TERMS”

For this project, Item 1 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby:

THE TERM “DEPARTMENT,” “STATE,” “STATE HIGHWAY DEPARTMENT OF TEXAS,” “TXDOT,” “TEXAS DEPARTMENT OF TRANSPORTATION,” “STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION,” “STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION,” “COMMISSION,” AND “STATE HIGHWAY COMMISSION” SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PARTY OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS. ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS.

Articles 1.26, “Certificate of Insurance”; 1.28, “Commission”, 1.47, “Department”, 1.70 “Letting Official” and 1.124 “State” are deleted.

Article 1.53, “ENGINEER”, is revised to read in its entirety as follows;

1.53 ENGINEER. Galveston County Engineer or his authorized representatives. If a representative is authorized to function as the ENGINEER’S representative with respect to certain of the ENGINEER’S activities, that representative’s responsibilities and obligations shall be limited as provided in Article 1.148.

Article 1.64, “INSPECTOR”, is revised to read in its entirety as follows:

1.64 INSPECTOR. The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of the work and the material to be used therein. A representative is authorized to function as the ENGINEER’S representative with respect to certain of the activities, and the representative’s responsibilities and obligations shall be limited as provided in Article 1.148.

SPECIAL PROVISION TO ITEM 1

“DEFINITION OF TERMS”

ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS:

1.148 CONSULTING ENGINEER. Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are the representatives of Galveston County only to the extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County to act. All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County—and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston County and shall act by and for Galveston County. Irrespective of what authority may be assigned to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications; to insure against failures in safety precautions; to carry out his work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the work in order to meet the plans and specifications; and to complete the work in accordance with the Contract Documents.

SPECIAL PROVISION TO ITEM 2

INSTRUCTIONS TO BIDDERS

For this project, Item 2 of the Texas Standard Specifications is hereby deleted in its entirety.

The Instructions To Bidders is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 3

AWARD AND EXECUTION OF CONTRACT

For this project, Item 3 of the Texas Standard Specifications is hereby deleted in its entirety.

The Award and Execution of Contract is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 4

SCOPE OF WORK

For this project, Item 4 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 4.2 "CHANGES IN WORK"; ARTICLE 4.3 "DIFFERING SITE CONDITIONS" and ARTICLE 4.4 "REQUESTS AND CLAIMS FOR ADDITIONAL COMPENSATION" are deleted in their entirety and replaced by ARTICLE 38 "CHANGES and ALTERATIONS" and ARTICLE 39 "EXTRA WORK" of Section IV, "General Terms and Conditions".

SPECIAL PROVISION TO ITEM 5

CONTROL OF THE WORK

For this project, Item 5 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 5.2 "PLANS AND WORKING DRAWINGS." The first sentence of the first paragraph is hereby revised to read as follows:

When required, the Contractor shall provide working drawings to supplement the plans with all necessary details not included on the Contract plans.

ARTICLE 5.5 "COOPERATION OF CONTRACTOR." The last sentence of the first paragraph is hereby revised to read as follows:

The Contractor shall be supplied with three (3) copies of the plans, specifications and special provisions and he shall have one (1) copy of each available on the project at all times.

ARTICLE 5.6 "CONSTRUCTION SURVEYING" is hereby deleted in its entirety.

ARTICLE 5.7 "INSPECTION." The sixth sentence of the second paragraph is hereby revised to read as follows:

If the uncovered work is acceptable, the costs to uncover, remove and replace or make good the parts removed will be paid for in accordance with Article 38, "Changes and Alterations" of Section IV, "General Terms and Conditions".

ARTICLE 5.8 "FINAL ACCEPTANCE" is hereby deleted in its entirety. It is replaced by Article 34, "Final Completion and Acceptance" of Section IV, "General Terms and Conditions".

SPECIAL PROVISION TO ITEM 6

CONTROL OF THE WORK

For this project, Item 6 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 6.1 "SOURCE CONTROL" Paragraph A. "Buy America" and B. "Buy Texas" are hereby deleted in their entirety.

ARTICLE 6.7 "Department-furnished Material" is hereby deleted in its entirety.

SPECIAL PROVISION TO ITEM 7

LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 7.4 "INSURANCE AND BONDS" is hereby deleted in its entirety.

ARTICLE 7.5 "RESTORING SURFACES OPENED BY PERMISSION". The third sentence of the first paragraph is hereby revised to read as follows:

Payment for repair of surfaces opened by permission will be made in accordance with Article 38, "Changes and Alterations" of Section IV, "General Terms and Conditions".

SPECIAL PROVISION TO ITEM 8

PROSECUTION AND PROGRESS

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 8.1 "PROSECUTION OF WORK". The third sentence of the first paragraph is hereby revised to read as follows:

"The Contractor shall begin the work to be performed under the Contract within ten (10) days after the date of the authorization to begin work as shown on the work order."

ARTICLE 8.2 "PROGRESS SCHEDULES", B. "CONSTRUCTION CONTRACTS". The first sentence in the first paragraph is hereby revised to read as follows:

If required by the Engineer, before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract.

SPECIAL PROVISION TO ITEM 9
MEASUREMENT AND PAYMENT

For this project, Item 9 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 9.2 "PLANS QUANTITY MEASUREMENT" is hereby deleted in its entirety and replaced by ARTICLE 37, "ESTIMATED QUANTITIES" of Section IV, "General Terms and Conditions".

ARTICLE 9.4 "PAYMENT FOR EXTRA WORK" is hereby revised to read as follows:

Extra work ordered, performed and accepted will be paid for in accordance with ARTICLE 39, "EXTRA WORK" of Section IV, "General Terms and Conditions".

ARTICLE 9.5 "FORCE ACCOUNT" is hereby deleted in its entirety.

ARTICLE 9.6 "PROGRESS PAYMENTS" is hereby deleted in its entirety and replaced by ARTICLE 36, "PROGRESS PAYMENTS AND RETAINAGE" of Section IV, "General Terms and Conditions".

ARTICLE 9.8 "FINAL PAYMENT" is hereby deleted in its entirety and replaced by ARTICLE 34, "FINAL COMPLETION AND ACCEPTANCE" and ARTICLE 40, "FINAL PAYMENT" of Section IV, "General Terms and Conditions".

**SECTION VI
PLANS**

GALVESTON COUNTY
GALVESTON COUNTY ENGINEERING DEPARTMENT

PLANS OF PROPOSED
ROAD RECONSTRUCTION



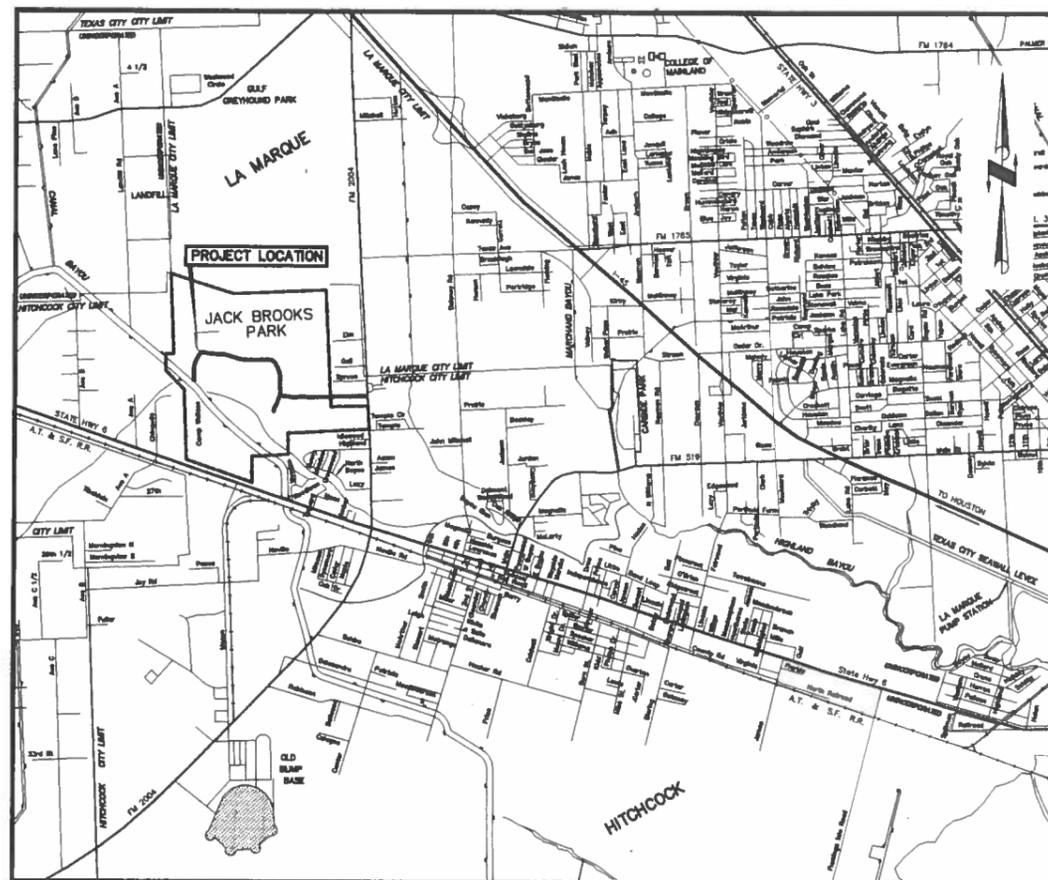
JACK BROOKS PARK

IN HITCHCOCK, TEXAS

RECONSTRUCTION OF PARK ROADS

CONSISTING OF:

CONCRETE PAVEMENT, LIME TREATED SUBGRADE, AND PAVEMENT MARKINGS.



VICINITY MAP
NTS

OFFICIALS

MARK HENRY
RYAN DENNARD
JOE GIUSTI
STEPHEN D. HOLMES
KEN CLARK
MICHAEL C. SHANNON, PE
JULIE DIAZ

COUNTY JUDGE
COMMISSIONER PRECINCT NO. 1
COMMISSIONER PRECINCT NO. 2
COMMISSIONER PRECINCT NO. 3
COMMISSIONER PRECINCT NO. 4
COUNTY ENGINEER
DIRECTOR, COUNTY PARKS DEPT.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PLAN LAYOUT
3	SURVEY CONTROL AND BOREHOLES LOCATION
4	TRAFFIC CONTROL PHASING PLAN
5	ROADWAY "A" TRAFFIC CONTROL PLAN & CONSTRUCTION PHASE I
6	ROADWAY "B" TRAFFIC CONTROL PLAN & CONSTRUCTION PHASE II
7	ROADWAY "B" TRAFFIC CONTROL PLAN & CONSTRUCTION PHASE III
8	ROADWAY "B" TRAFFIC CONTROL PLAN & CONSTRUCTION PHASE IV
9	ROADWAY "C" TRAFFIC CONTROL PLAN & CONSTRUCTION PHASE V
10	ROADWAY "C" TRAFFIC CONTROL PLAN & CONSTRUCTION PHASE VI
11	ROADWAY "B" TRAFFIC CONTROL PLAN & CONSTRUCTION PHASE VII
12	STORM WATER POLLUTION PREVENTION PLAN
13	CURVE TABLE, BENCHMARK DATA, GENERAL NOTES & STORM WATER QUALITY NOTES
14	TYPICAL SECTIONS
15	PAVEMENT DETAILS
16	PAVEMENT MARKING DETAILS
17	PLAN & PROFILE ROADWAY "A" STA. 0+00 - 12+47.72
18-22	PLAN & PROFILE ROADWAY "B" STA. 0+00 - 54+88.59
22-23	PLAN & PROFILE ROADWAY "C" STA. 0+00 - 28+80.44
24	CROSS SECTIONS ROADWAY "A" STA. 1+00 - 12+00
25-28	CROSS SECTIONS ROADWAY "B" STA. 1+00 - 51+00
29-30	CROSS SECTIONS ROADWAY "C" STA. 1+00 - 28+00
31	SPEED HUMP DETAILS
32	STORM WATER POLLUTION PREVENTION PLAN DETAILS
33	CPCD-14-1 SHEET 1
34	CPCD-14-2 SHEET 2
35	CRCP-13-1 SHEET 1
36	CRCP-13-2 SHEET 2
37	JS-14 DETAIL
38	TYPE "A" INLET DETAIL

APPROVED BY:
[Signature]
MICHAEL C. SHANNON, P.E.
COUNTY ENGINEER

SEPTEMBER, 2015

DATE 10.6.2015

APPROVED BY:
[Signature]
JULIE DIAZ, DIRECTOR
COUNTY PARKS DEPARTMENT

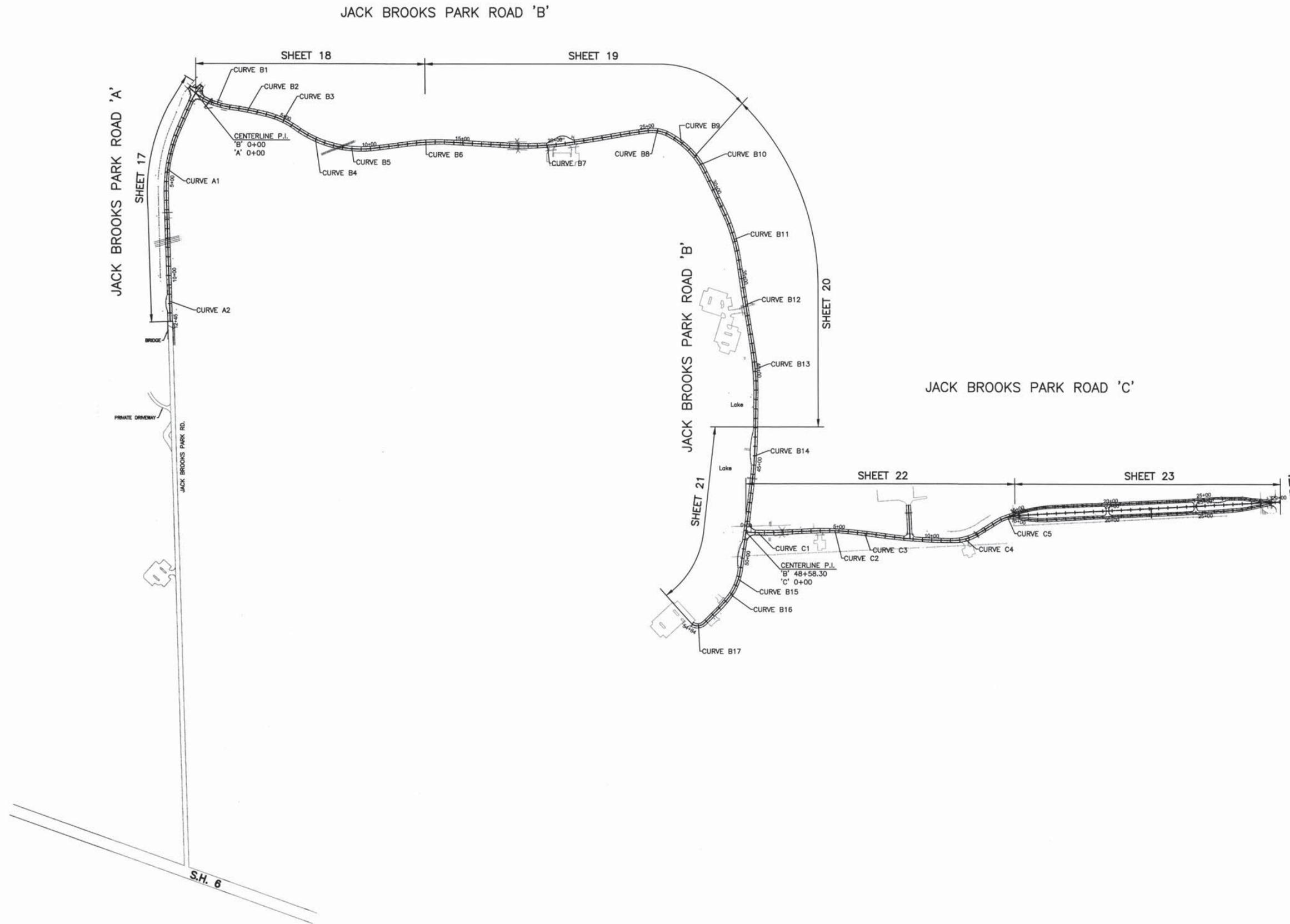
DATE 10/7/15



MCDONOUGH
Civil Engineers & Project Managers

TBPLS Firm Registration No. 10103900
TBPE Registration No. F-000340
5625 Schumacher Lane Houston, Texas 77057
www.mectx.com (713) 975-9990

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C2-14570_LAYOUT.dwg Carlos Heredia



NO.	REVISION	BY	DATE

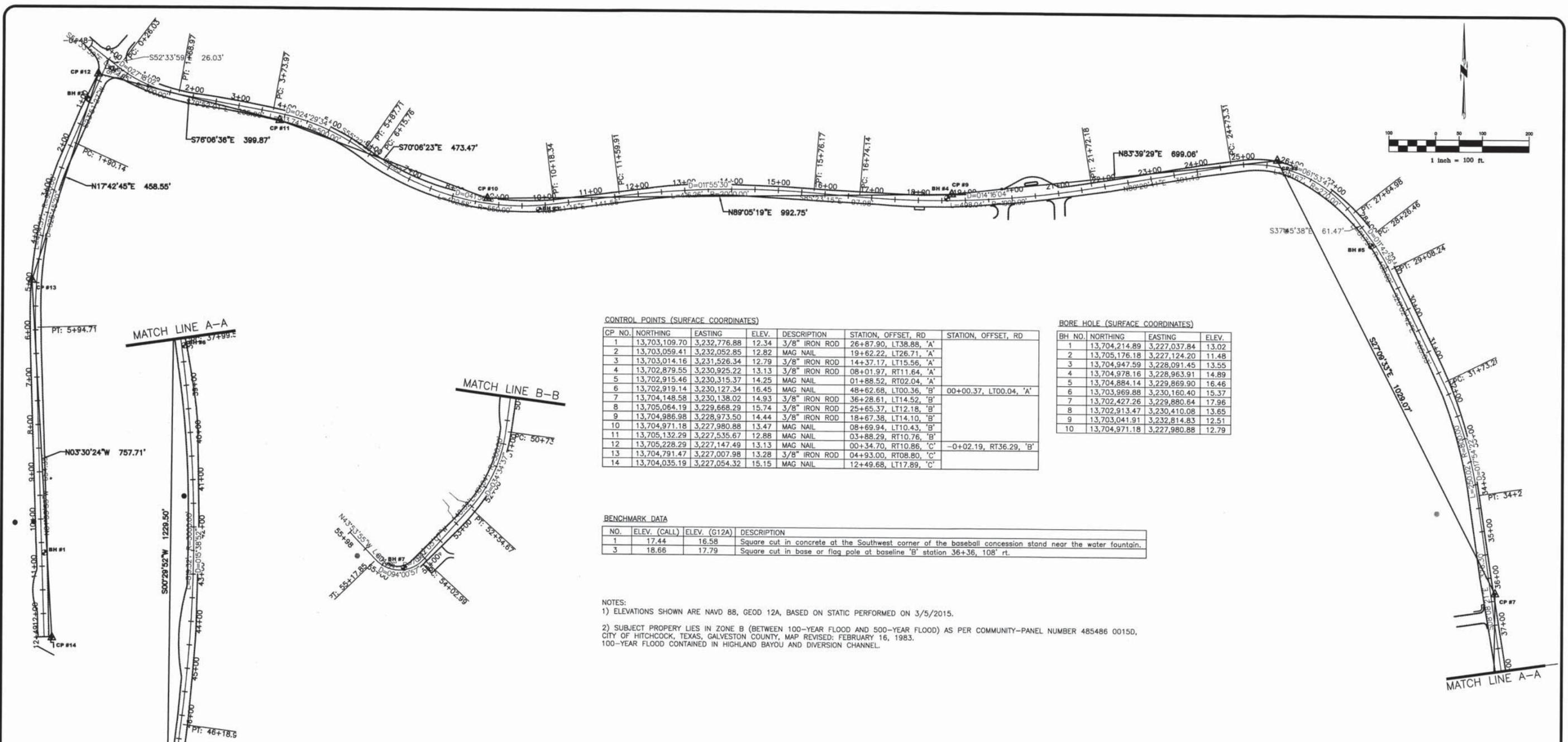
DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: 1" = 250'
 DATE: AUGUST 2015



GALVESTON COUNTY
ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
 PLAN LAYOUT

SHEET **2**
 OF **38** SHEETS



CONTROL POINTS (SURFACE COORDINATES)

CP NO.	NORTHING	EASTING	ELEV.	DESCRIPTION	STATION, OFFSET, RD	STATION, OFFSET, RD
1	13,703,109.70	3,232,776.88	12.34	3/8" IRON ROD	26+87.90, LT38.88, 'A'	
2	13,703,059.41	3,232,052.85	12.82	MAG NAIL	19+62.22, LT26.71, 'A'	
3	13,703,014.16	3,231,526.34	12.79	3/8" IRON ROD	14+37.17, LT15.56, 'A'	
4	13,702,879.55	3,230,925.22	13.13	3/8" IRON ROD	08+01.97, RT11.64, 'A'	
5	13,702,915.46	3,230,315.37	14.25	MAG NAIL	01+88.52, RT02.04, 'A'	
6	13,702,919.14	3,230,127.34	16.45	MAG NAIL	48+62.68, LT00.36, 'B'	00+00.37, LT00.04, 'A'
7	13,704,148.58	3,230,138.02	14.93	3/8" IRON ROD	36+28.61, LT14.52, 'B'	
8	13,705,064.19	3,229,668.29	15.74	3/8" IRON ROD	25+65.37, LT12.18, 'B'	
9	13,704,986.98	3,228,973.50	14.44	3/8" IRON ROD	18+67.38, LT14.10, 'B'	
10	13,704,971.18	3,227,980.88	13.47	MAG NAIL	08+69.94, LT10.43, 'B'	
11	13,705,132.29	3,227,535.67	12.88	MAG NAIL	03+88.29, RT10.76, 'B'	
12	13,705,228.29	3,227,147.49	13.13	MAG NAIL	00+34.70, RT10.86, 'C'	-0+02.19, RT36.29, 'B'
13	13,704,791.47	3,227,007.98	13.28	3/8" IRON ROD	04+93.00, RT08.80, 'C'	
14	13,704,035.19	3,227,054.32	15.15	MAG NAIL	12+49.68, LT17.89, 'C'	

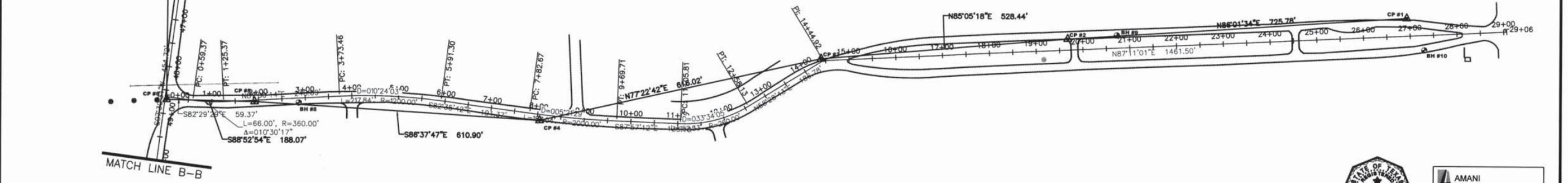
BORE HOLE (SURFACE COORDINATES)

BH NO.	NORTHING	EASTING	ELEV.
1	13,704,214.89	3,227,037.84	13.02
2	13,705,176.18	3,227,124.20	11.48
3	13,704,947.59	3,228,091.45	13.55
4	13,704,978.16	3,228,963.91	14.89
5	13,704,884.14	3,229,869.90	16.46
6	13,703,969.88	3,230,160.40	15.37
7	13,702,427.26	3,229,880.64	17.96
8	13,702,913.47	3,230,410.08	13.65
9	13,703,041.91	3,232,814.83	12.51
10	13,704,971.18	3,227,980.88	12.79

BENCHMARK DATA

NO.	ELEV. (CALL)	ELEV. (G12A)	DESCRIPTION
1	17.44	16.58	Square cut in concrete at the Southwest corner of the baseball concession stand near the water fountain.
3	18.66	17.79	Square cut in base of flag pole at baseline 'B' station 36+36, 108' rt.

NOTES:
 1) ELEVATIONS SHOWN ARE NAVD 88, GEOD 12A, BASED ON STATIC PERFORMED ON 3/5/2015.
 2) SUBJECT PROPERTY LIES IN ZONE B (BETWEEN 100-YEAR FLOOD AND 500-YEAR FLOOD) AS PER COMMUNITY-PANEL NUMBER 485486 00150, CITY OF HITCHCOCK, TEXAS, GALVESTON COUNTY, MAP REVISED: FEBRUARY 16, 1983. 100-YEAR FLOOD CONTAINED IN HIGHLAND BAYOU AND DIVERSION CHANNEL.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON.



AMANI ENGINEERING, INC.
 8313 SOUTHWEST FREEWAY
 SUITE 350
 HOUSTON, TEXAS 77074
 TEL: (713) 270-5700
 SURVEY FIRM NO. 10028200

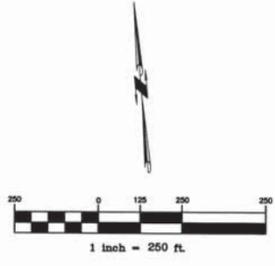
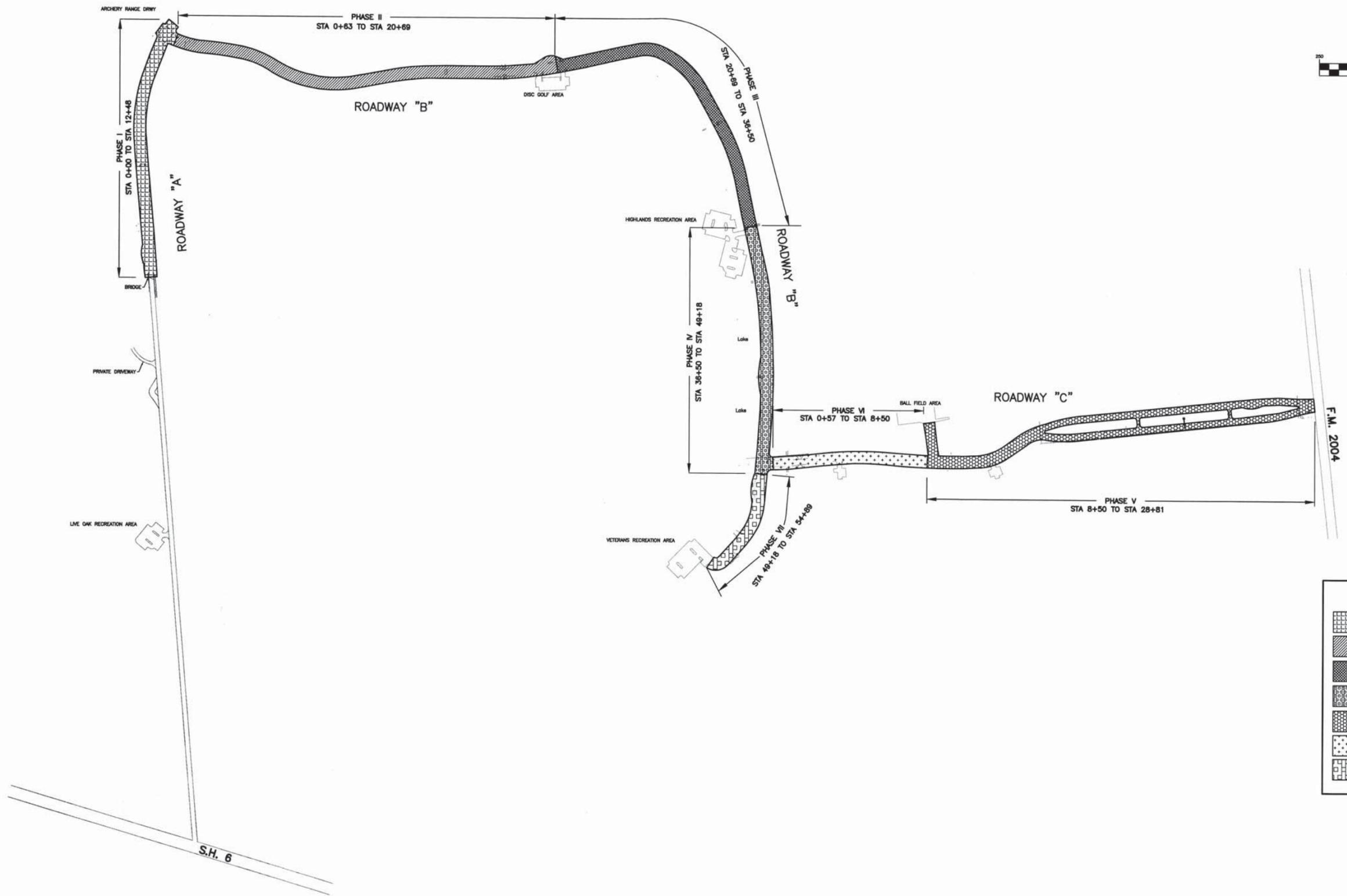
NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: 1" = 100'
 DATE: AUGUST 2015

**GALVESTON COUNTY
 ENGINEERING DEPARTMENT**

JACK BROOKS PARK ROAD RECONSTRUCTION
 SURVEY CONTROL AND BOREHOLES LOCATION

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C4-14570_TCP-PHASING-PLAN.dwg Carlos Heredia



LEGEND	
	PHASE I
	PHASE II
	PHASE III
	PHASE IV
	PHASE V
	PHASE VI
	PHASE VII

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: 1" = 250'
 DATE: AUGUST 2015



GALVESTON COUNTY ENGINEERING DEPARTMENT

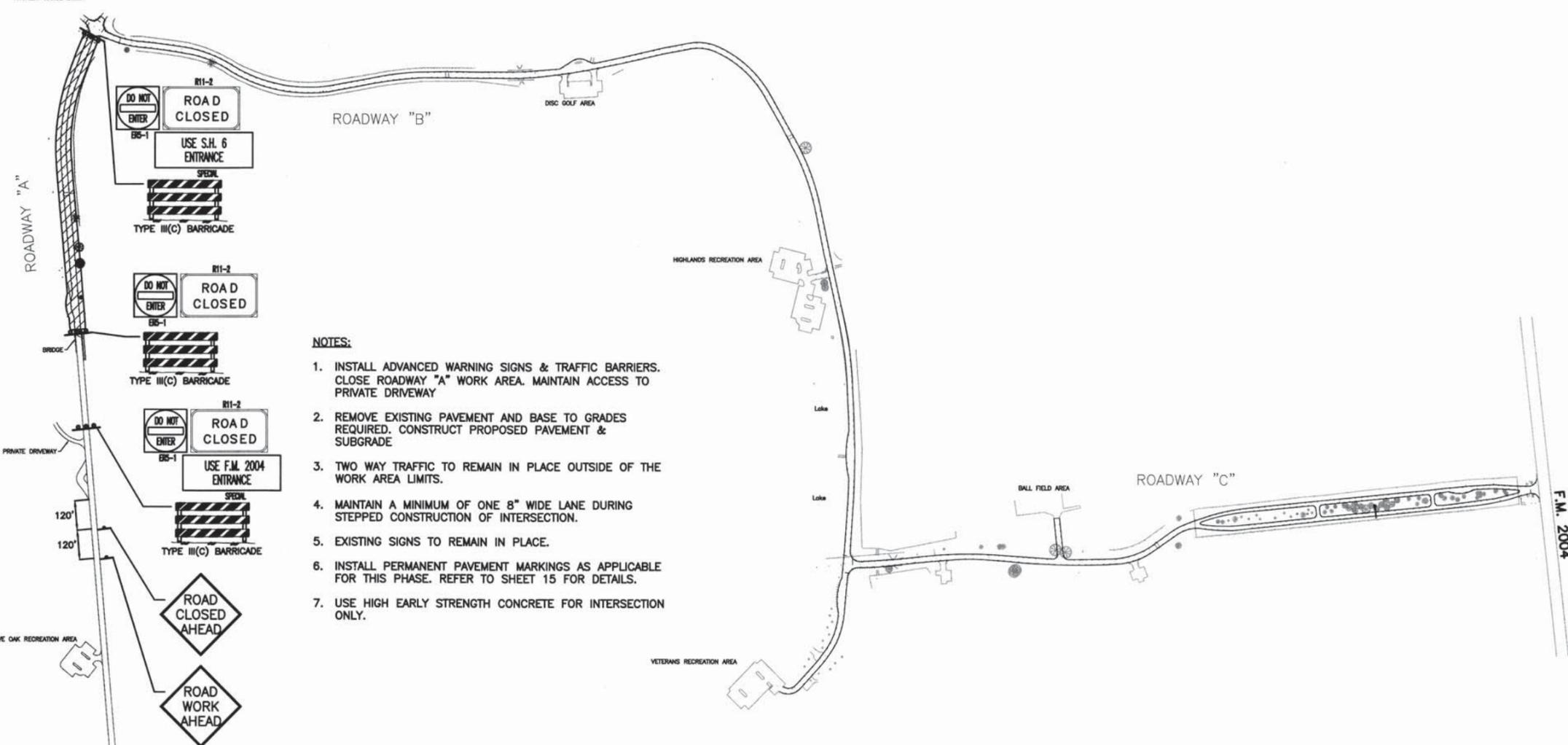
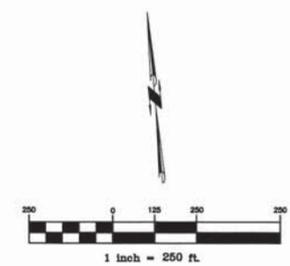
JACK BROOKS PARK ROAD RECONSTRUCTION
TRAFFIC CONTROL PHASING PLAN

ARCHERY RANGE DRIVE

ROADWAY "A"

ROADWAY "B"

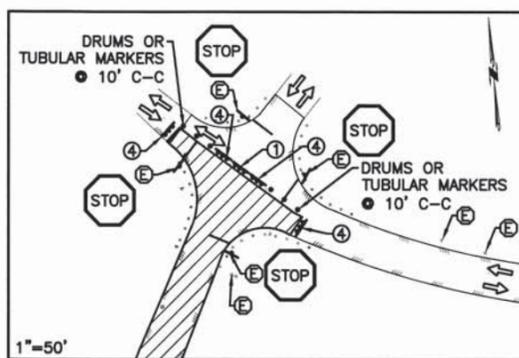
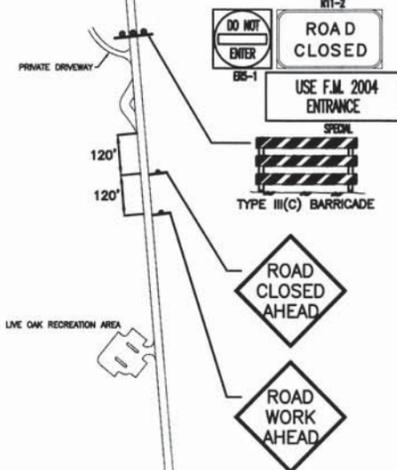
ROADWAY "C"



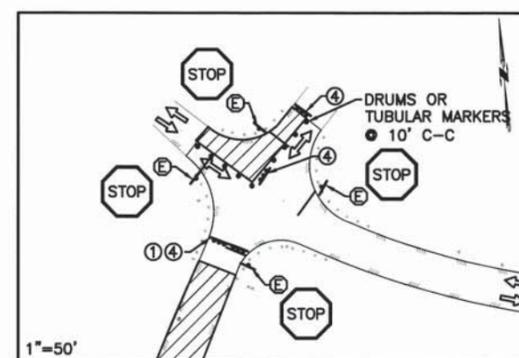
- NOTES:**
1. INSTALL ADVANCED WARNING SIGNS & TRAFFIC BARRIERS. CLOSE ROADWAY "A" WORK AREA. MAINTAIN ACCESS TO PRIVATE DRIVEWAY
 2. REMOVE EXISTING PAVEMENT AND BASE TO GRADES REQUIRED. CONSTRUCT PROPOSED PAVEMENT & SUBGRADE
 3. TWO WAY TRAFFIC TO REMAIN IN PLACE OUTSIDE OF THE WORK AREA LIMITS.
 4. MAINTAIN A MINIMUM OF ONE 8" WIDE LANE DURING STEPPED CONSTRUCTION OF INTERSECTION.
 5. EXISTING SIGNS TO REMAIN IN PLACE.
 6. INSTALL PERMANENT PAVEMENT MARKINGS AS APPLICABLE FOR THIS PHASE. REFER TO SHEET 15 FOR DETAILS.
 7. USE HIGH EARLY STRENGTH CONCRETE FOR INTERSECTION ONLY.

LEGEND

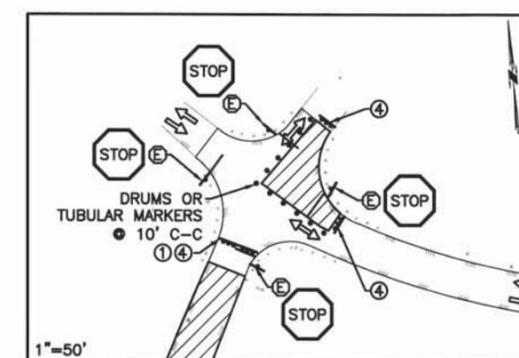
- WORK AREA
 - BARRIERS
 - EXISTING SIGN TO REMAIN
 - OPEN TRAFFIC LANE
- ① R11-2 ROAD CLOSED
 B6-1 USE S.H. 6 ENTRANCE
 TYPE III(C) BARRICADE
 - ② R11-2 ROAD CLOSED
 B6-1 USE F.M. 2004 ENTRANCE
 TYPE III(C) BARRICADE
 - ③ R11-2 ROAD CLOSED
 TYPE III(C) BARRICADE
 - ④ TYPE III(C) BARRICADE



PHASE I - STEP I



PHASE I - STEP II

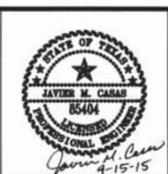


PHASE I - STEP III

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C5-14570_TCP-PH1.dwg Carlos Heredia

NO.	REVISION	BY	DATE

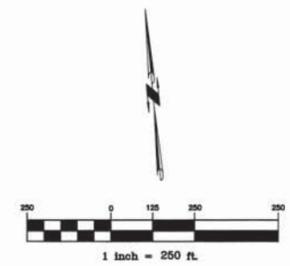
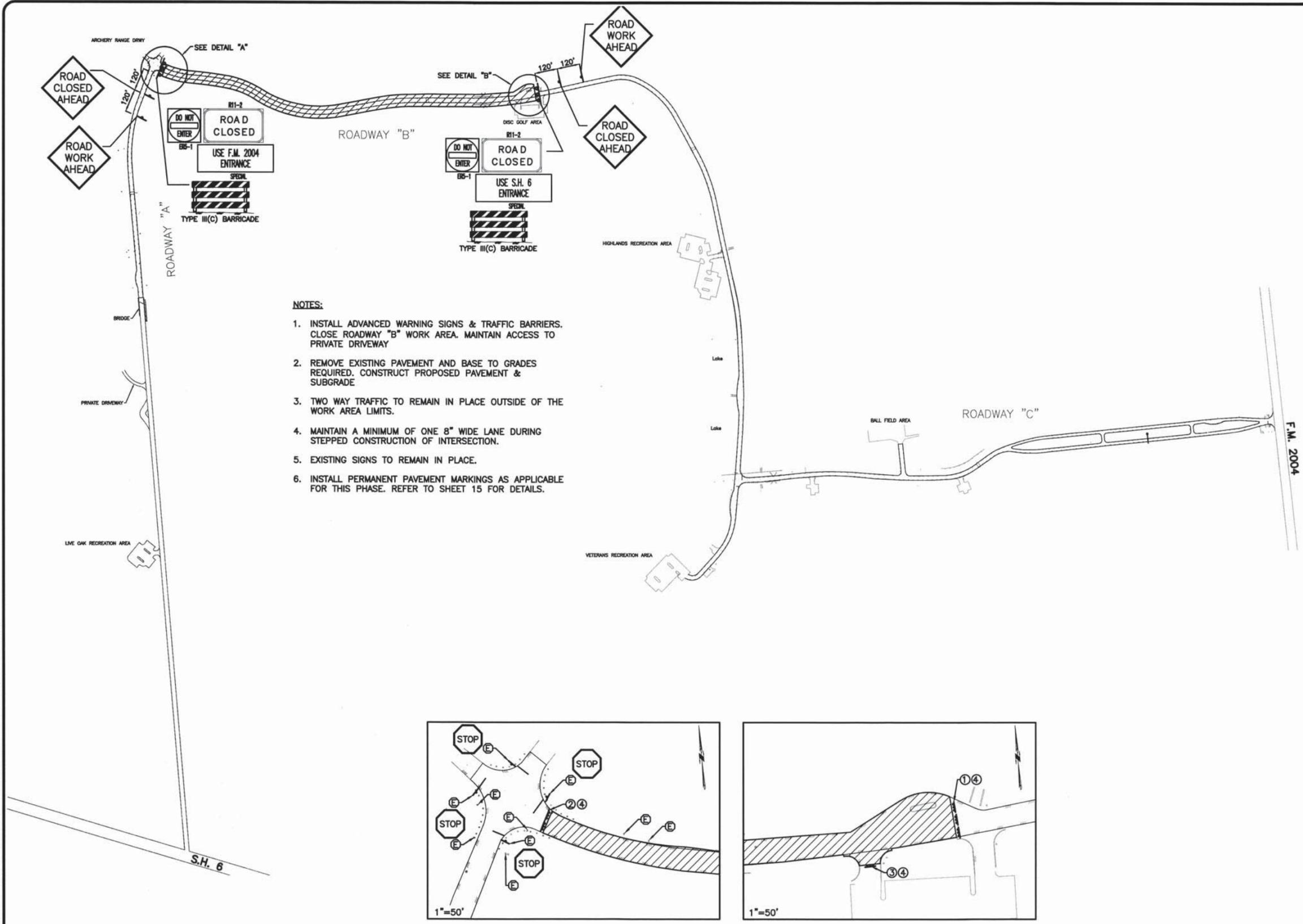
DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: 1" = 250'
 DATE: AUGUST 2015



**GALVESTON COUNTY
ENGINEERING DEPARTMENT**

JACK BROOKS PARK ROAD RECONSTRUCTION
 ROADWAY "A" TRAFFIC CONTROL
 PLAN & CONSTRUCTION PHASE I

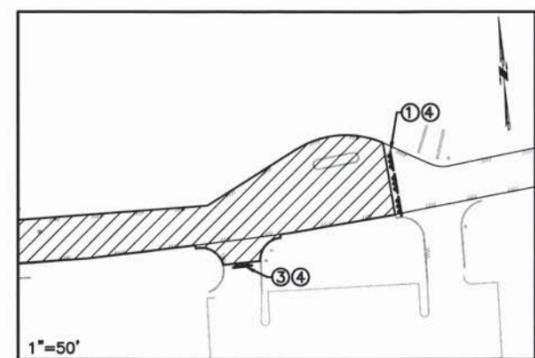
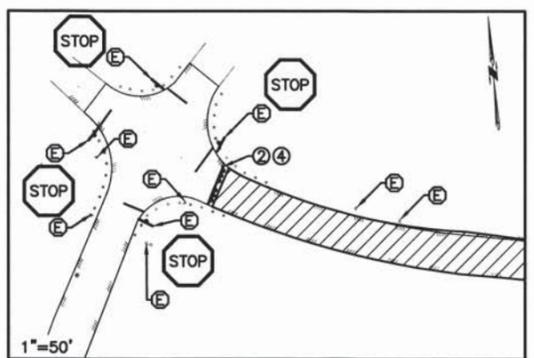
PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C6-14570-TCP-PH2.dwg Carlos Heredia



LEGEND

- WORK AREA
- BARRIER
- EXISTING SIGN TO REMAIN
- OPEN TRAFFIC LANE
- ①
- ②
- ③
- ④

- NOTES:**
1. INSTALL ADVANCED WARNING SIGNS & TRAFFIC BARRIERS. CLOSE ROADWAY "B" WORK AREA. MAINTAIN ACCESS TO PRIVATE DRIVEWAY
 2. REMOVE EXISTING PAVEMENT AND BASE TO GRADES REQUIRED. CONSTRUCT PROPOSED PAVEMENT & SUBGRADE
 3. TWO WAY TRAFFIC TO REMAIN IN PLACE OUTSIDE OF THE WORK AREA LIMITS.
 4. MAINTAIN A MINIMUM OF ONE 8" WIDE LANE DURING STEPPED CONSTRUCTION OF INTERSECTION.
 5. EXISTING SIGNS TO REMAIN IN PLACE.
 6. INSTALL PERMANENT PAVEMENT MARKINGS AS APPLICABLE FOR THIS PHASE. REFER TO SHEET 15 FOR DETAILS.



DETAIL "A"

DETAIL "B"

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: 1" = 250'
 DATE: AUGUST 2015



**GALVESTON COUNTY
ENGINEERING DEPARTMENT**

JACK BROOKS PARK ROAD RECONSTRUCTION

ROADWAY "B" TRAFFIC CONTROL
PLAN & CONSTRUCTION PHASE II

SHEET 6

OF 38 SHEETS

ARCHERY RANGE DRIVE

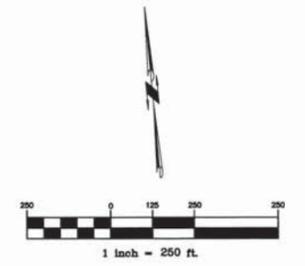
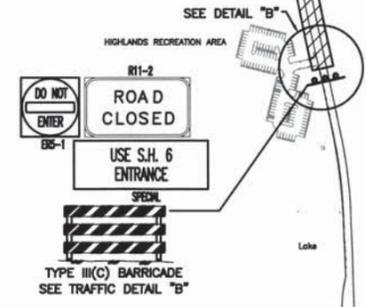
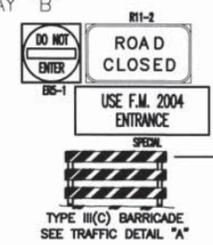
ROADWAY "A"

ROADWAY "B"

ROADWAY "C"

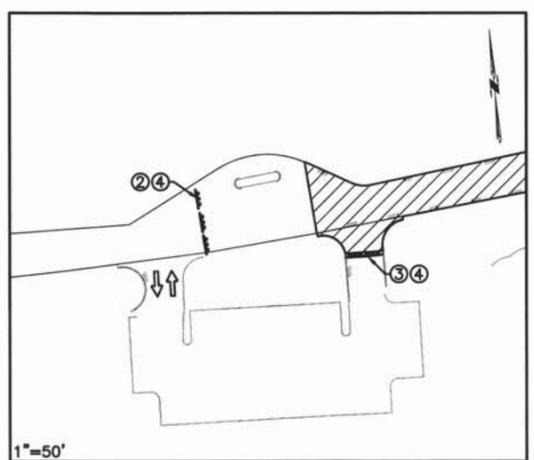
F.M. 2004

- NOTES:**
1. INSTALL ADVANCED WARNING SIGNS & TRAFFIC BARRIERS. CLOSE ROADWAY "B" WORK AREA. MAINTAIN ACCESS TO PRIVATE DRIVEWAY
 2. REMOVE EXISTING PAVEMENT AND BASE TO GRADES REQUIRED. CONSTRUCT PROPOSED PAVEMENT & SUBGRADE
 3. TWO WAY TRAFFIC TO REMAIN IN PLACE OUTSIDE OF THE WORK AREA LIMITS.
 4. MAINTAIN A MINIMUM OF ONE 8" WIDE LANE DURING STEPPED CONSTRUCTION OF INTERSECTION.
 5. EXISTING SIGNS TO REMAIN IN PLACE.
 6. INSTALL PERMANENT PAVEMENT MARKINGS AS APPLICABLE FOR THIS PHASE. REFER TO SHEET 16 FOR DETAILS.

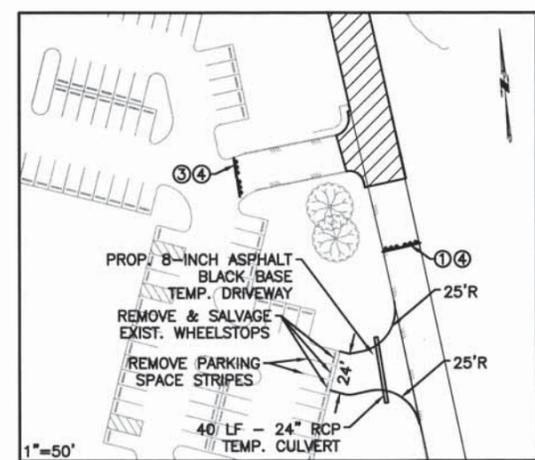


LEGEND

- WORK AREA
- BARRIER
- EXISTING SIGN TO REMAIN
- OPEN TRAFFIC LANE
- ①
- ②
- ③
- ④



DETAIL "A"



DETAIL "B"

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C7-14570_TCP-PH3.dwg Carlos Heredia

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: 1" = 250'
 DATE: AUGUST 2015



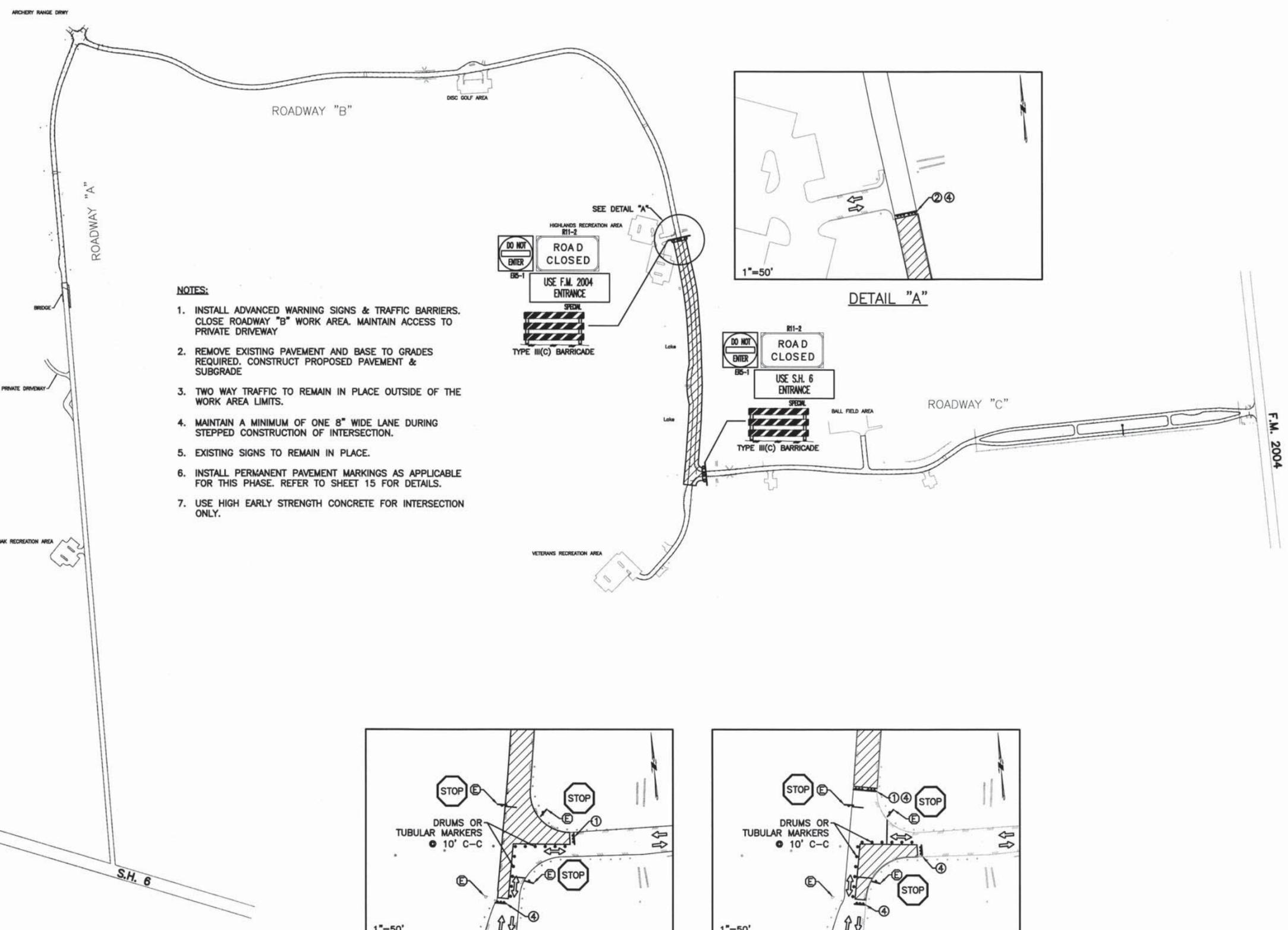
**GALVESTON COUNTY
ENGINEERING DEPARTMENT**

JACK BROOKS PARK ROAD RECONSTRUCTION

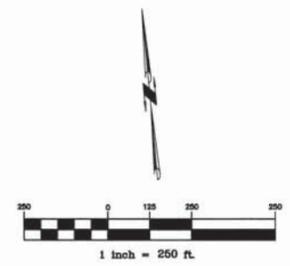
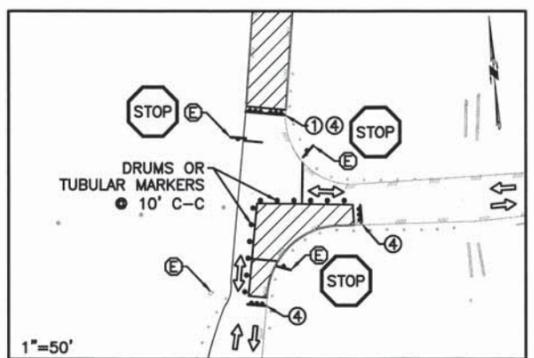
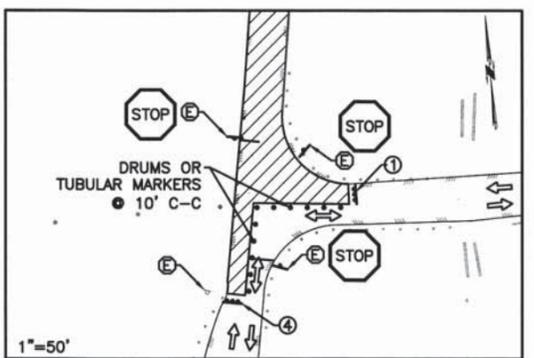
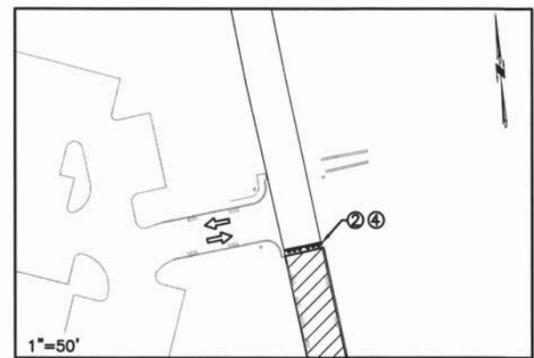
ROADWAY "B" TRAFFIC CONTROL
PLAN & CONSTRUCTION PHASE III

SHEET **7**
OF **38** SHEETS

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\CB-14570_TCP-PH4.dwg Carlos Heredia



- NOTES:**
1. INSTALL ADVANCED WARNING SIGNS & TRAFFIC BARRIERS. CLOSE ROADWAY "B" WORK AREA. MAINTAIN ACCESS TO PRIVATE DRIVEWAY
 2. REMOVE EXISTING PAVEMENT AND BASE TO GRADES REQUIRED. CONSTRUCT PROPOSED PAVEMENT & SUBGRADE
 3. TWO WAY TRAFFIC TO REMAIN IN PLACE OUTSIDE OF THE WORK AREA LIMITS.
 4. MAINTAIN A MINIMUM OF ONE 8" WIDE LANE DURING STEPPED CONSTRUCTION OF INTERSECTION.
 5. EXISTING SIGNS TO REMAIN IN PLACE.
 6. INSTALL PERMANENT PAVEMENT MARKINGS AS APPLICABLE FOR THIS PHASE. REFER TO SHEET 15 FOR DETAILS.
 7. USE HIGH EARLY STRENGTH CONCRETE FOR INTERSECTION ONLY.



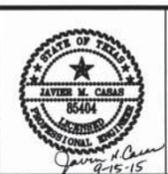
LEGEND

- WORK AREA
- BARRIER
- EXISTING SIGN TO REMAIN
- OPEN TRAFFIC LANE

1. R11-2 ROAD CLOSED
 USE S.H. 6 ENTRANCE
 TYPE III(C) BARRICADE
2. R11-2 ROAD CLOSED
 USE F.M. 2004 ENTRANCE
 TYPE III(C) BARRICADE
3. R11-2 ROAD CLOSED
 TYPE III(C) BARRICADE
4. TYPE III(C) BARRICADE

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: 1" = 250'
 DATE: AUGUST 2015



**GALVESTON COUNTY
ENGINEERING DEPARTMENT**

JACK BROOKS PARK ROAD RECONSTRUCTION
 ROADWAY "B" TRAFFIC CONTROL
 PLAN & CONSTRUCTION PHASE IV

ARCHERY RANGE DRIVE

ROADWAY "B"

ROADWAY "A"

DISC GOLF AREA

HIGHLANDS RECREATION AREA

Lake

Lake

VETERANS RECREATION AREA

NOTES:

1. INSTALL ADVANCED WARNING SIGNS & TRAFFIC BARRIERS. CLOSE ROADWAY "C" WORK AREA. MAINTAIN ACCESS TO PRIVATE DRIVEWAY
2. REMOVE EXISTING PAVEMENT AND BASE TO GRADES REQUIRED. CONSTRUCT PROPOSED PAVEMENT & SUBGRADE
3. TWO WAY TRAFFIC TO REMAIN IN PLACE OUTSIDE OF THE WORK AREA LIMITS.
4. MAINTAIN A MINIMUM OF ONE 8" WIDE LANE DURING STEPPED CONSTRUCTION OF INTERSECTION.
5. EXISTING SIGNS TO REMAIN IN PLACE.
6. INSTALL PERMANENT PAVEMENT MARKINGS AS APPLICABLE FOR THIS PHASE. REFER TO SHEET 15 FOR DETAILS.

BRIDGE

PRIVATE DRIVEWAY

LIVE OAK RECREATION AREA

BALL FIELD AREA

ROADWAY "C"

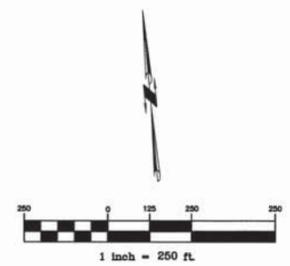
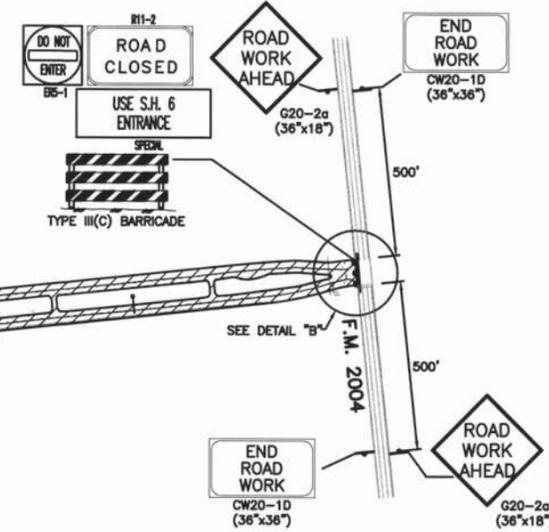
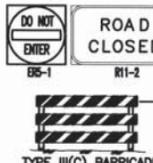
SEE DETAIL "A"

SEE DETAIL "B"

F.M. 2004

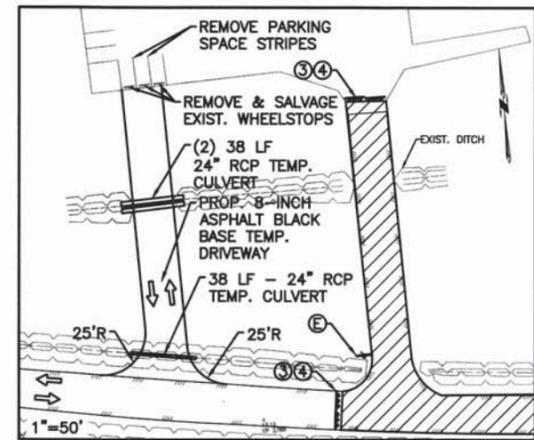
500'

500'

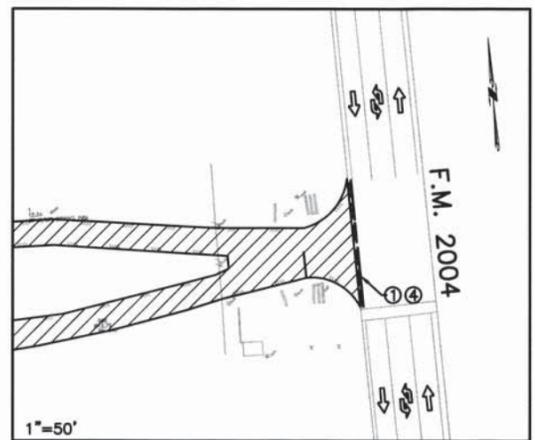


LEGEND

- WORK AREA
- BARRIER
- EXISTING SIGN TO REMAIN
- OPEN TRAFFIC LANE
- R11-2 ROAD CLOSED
- USE S.H. 6 ENTRANCE
- TYPE III(C) BARRICADE
- R11-2 ROAD CLOSED
- USE F.M. 2004 ENTRANCE
- TYPE III(C) BARRICADE
- R11-2 ROAD CLOSED
- TYPE III(C) BARRICADE
- R11-2 ROAD CLOSED
- TYPE III(C) BARRICADE



DETAIL "A"

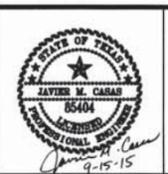


DETAIL "B"

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C9-14570_TCP-PHS.dwg Carlos Heredia

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: 1" = 250'
 DATE: AUGUST 2015



GALVESTON COUNTY
ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION

ROADWAY "C" TRAFFIC CONTROL
PLAN & CONSTRUCTION PHASE V

ARCHERY RANGE DRIVE

ROADWAY "B"

ROADWAY "A"

DISC GOLF AREA

HIGHLANDS RECREATION AREA

Lake

Lake

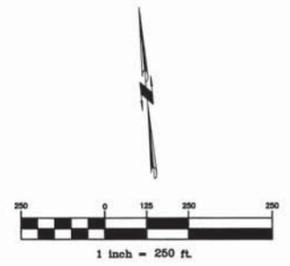
BALL FIELD AREA

ROADWAY "C"

F.M. 2004

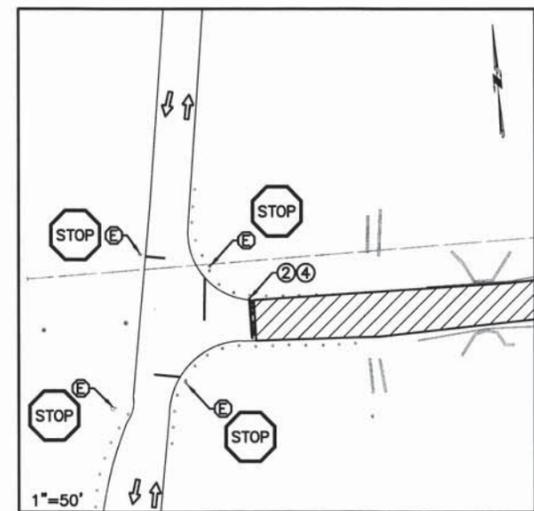
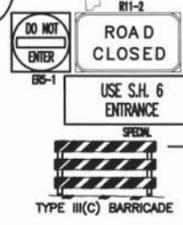
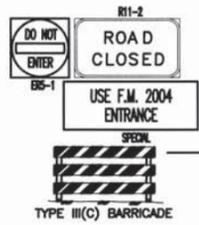
NOTES:

1. INSTALL ADVANCED WARNING SIGNS & TRAFFIC BARRIERS. CLOSE ROADWAY "C" WORK AREA. MAINTAIN ACCESS TO PRIVATE DRIVEWAY
2. REMOVE EXISTING PAVEMENT AND BASE TO GRADES REQUIRED. CONSTRUCT PROPOSED PAVEMENT & SUBGRADE
3. TWO WAY TRAFFIC TO REMAIN IN PLACE OUTSIDE OF THE WORK AREA LIMITS.
4. MAINTAIN A MINIMUM OF ONE 8" WIDE LANE DURING STEPPED CONSTRUCTION OF INTERSECTION.
5. EXISTING SIGNS TO REMAIN IN PLACE.
6. INSTALL PERMANENT PAVEMENT MARKINGS AS APPLICABLE FOR THIS PHASE. REFER TO SHEET 15 FOR DETAILS.
7. USE HIGH EARLY STRENGTH CONCRETE FOR INTERSECTION ONLY.

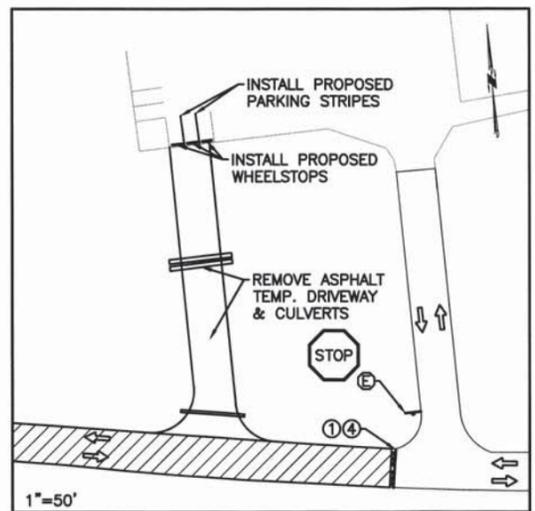


LEGEND

- WORK AREA
 - BARRIER
 - EXISTING SIGN TO REMAIN
 - OPEN TRAFFIC LANE
- ① R11-2 ROAD CLOSED
 EB-1 USE S.H. 6 ENTRANCE
 TYPE III(C) BARRICADE
 - ② R11-2 ROAD CLOSED
 EB-1 USE F.M. 2004 ENTRANCE
 TYPE III(C) BARRICADE
 - ③ R11-2 ROAD CLOSED
 TYPE III(C) BARRICADE
 - ④ TYPE III(C) BARRICADE



DETAIL "A"



DETAIL "B"

PROJ # 14570 \\SERVER\Contract Work\2014\14570-CC JACK BROOKS PARK\C10-14570_TCP-PH6.dwg Carlos Heredia

NO.	REVISION	BY	DATE

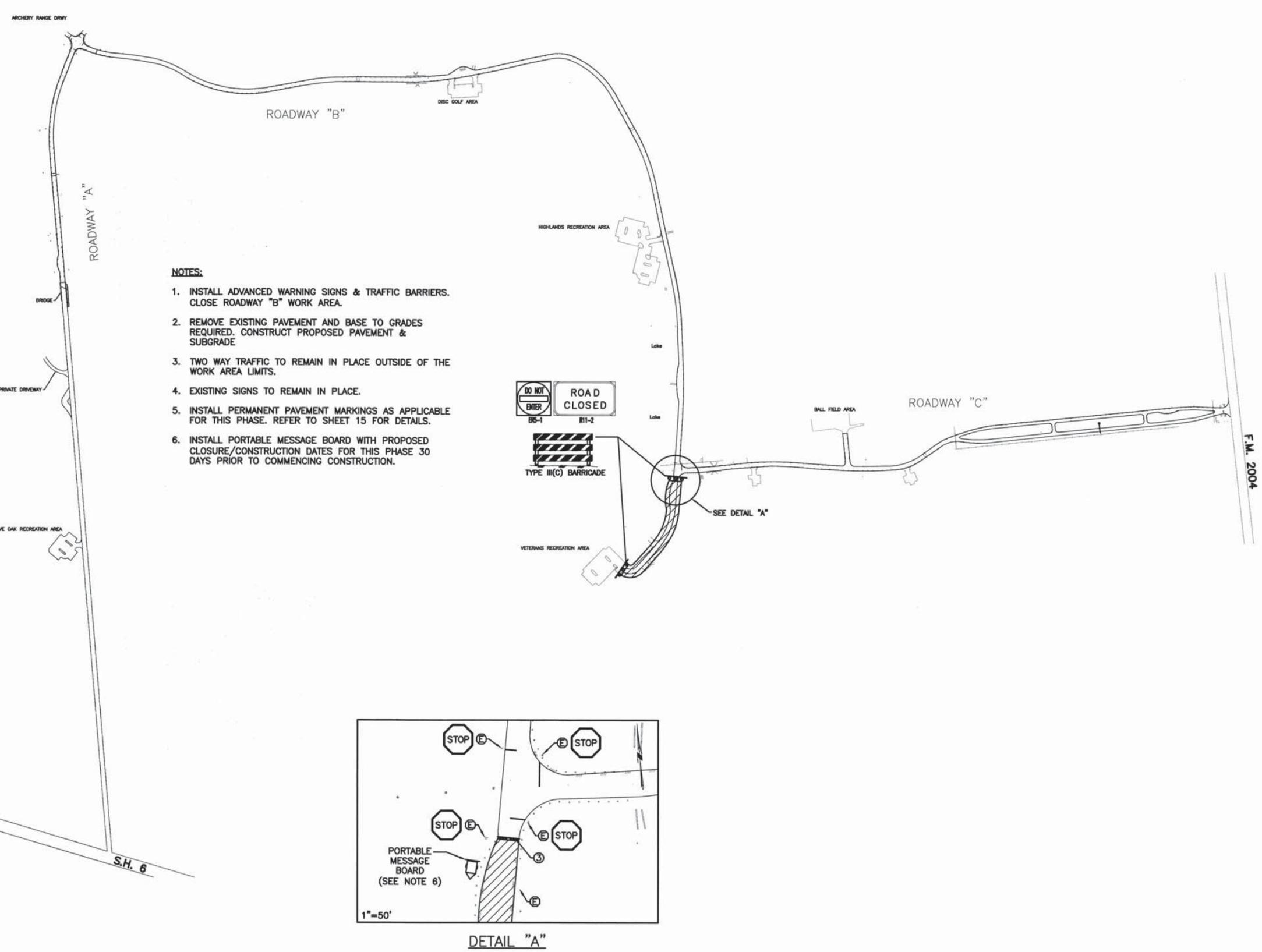
DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: 1" = 250'
 DATE: AUGUST 2015



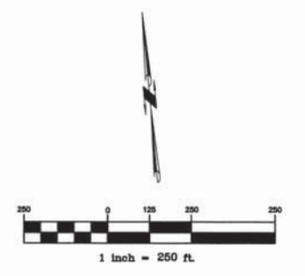
**GALVESTON COUNTY
ENGINEERING DEPARTMENT**

JACK BROOKS PARK ROAD RECONSTRUCTION
ROADWAY "C" TRAFFIC CONTROL
PLAN & CONSTRUCTION PHASE VI

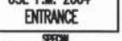
PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C11-14570_TCP-PH7.dwg Carlos Heredia

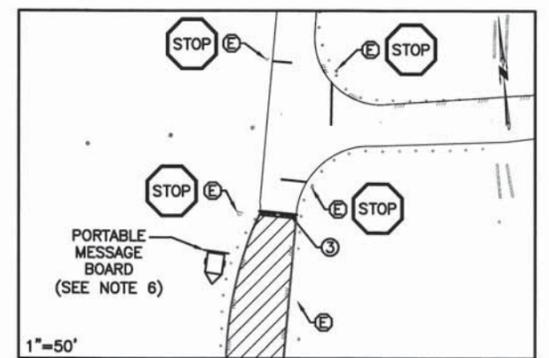


- NOTES:**
1. INSTALL ADVANCED WARNING SIGNS & TRAFFIC BARRIERS. CLOSE ROADWAY "B" WORK AREA.
 2. REMOVE EXISTING PAVEMENT AND BASE TO GRADES REQUIRED. CONSTRUCT PROPOSED PAVEMENT & SUBGRADE
 3. TWO WAY TRAFFIC TO REMAIN IN PLACE OUTSIDE OF THE WORK AREA LIMITS.
 4. EXISTING SIGNS TO REMAIN IN PLACE.
 5. INSTALL PERMANENT PAVEMENT MARKINGS AS APPLICABLE FOR THIS PHASE. REFER TO SHEET 15 FOR DETAILS.
 6. INSTALL PORTABLE MESSAGE BOARD WITH PROPOSED CLOSURE/CONSTRUCTION DATES FOR THIS PHASE 30 DAYS PRIOR TO COMMENCING CONSTRUCTION.



LEGEND

-  WORK AREA
-  BARRIER
-  (E)
-  (E8-1)
-  (R1-2)
-  (1)
-  TYPE III(C) BARRICADE
-  (E8-1)
-  (R1-2)
-  (2)
-  TYPE III(C) BARRICADE
-  (E8-1)
-  (R1-2)
-  TYPE III(C) BARRICADE
-  (4)
-  TYPE III(C) BARRICADE



DETAIL "A"

NO.	REVISION	BY	DATE

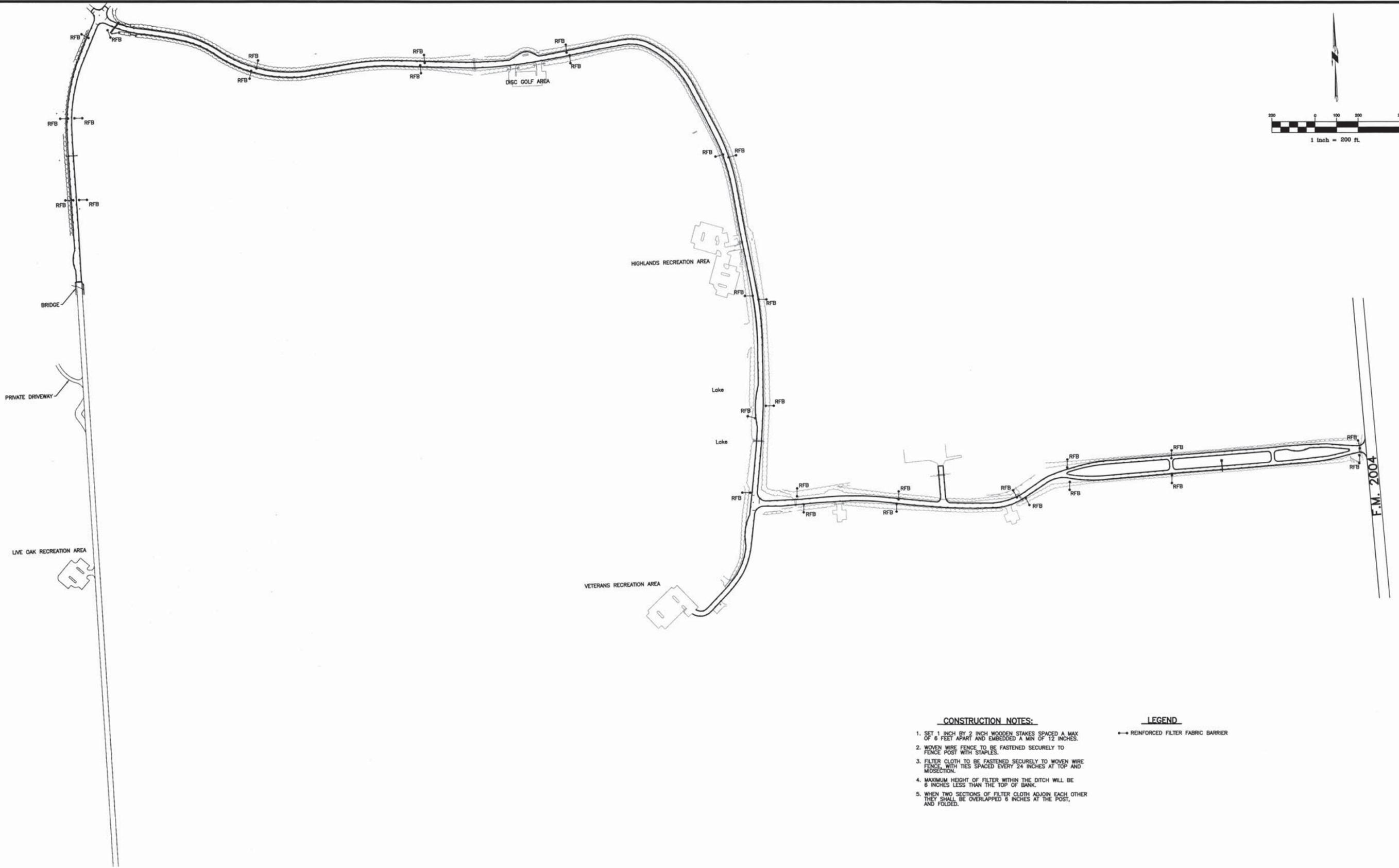
DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: 1" = 250'
 DATE: AUGUST 2015



GALVESTON COUNTY ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
 ROADWAY "B" TRAFFIC CONTROL
 PLAN & CONSTRUCTION PHASE VII

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\12-14570_SWPPP.dwg Carlos Heredia



CONSTRUCTION NOTES:

1. SET 1 INCH BY 2 INCH WOODEN STAKES SPACED A MAX OF 6 FEET APART AND EMBEDDED A MIN OF 12 INCHES.
2. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POST WITH STAPLES.
3. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24 INCHES AT TOP AND MIDSECTION.
4. MAXIMUM HEIGHT OF FILTER WITHIN THE DITCH WILL BE 6 INCHES LESS THAN THE TOP OF BANK.
5. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED 6 INCHES AT THE POST, AND FOLDED.

LEGEND

←→ REINFORCED FILTER FABRIC BARRIER

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: 1" = 200'
 DATE: AUGUST 2015



**GALVESTON COUNTY
ENGINEERING DEPARTMENT**

JACK BROOKS PARK ROAD RECONSTRUCTION

STORM WATER POLLUTION PREVENTION PLAN

SHEET 12
OF 38 SHEETS

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	P.C. STATION	P.I. STATION	P.T. STATION
A1	06°58'34"	1069.44'	130.21'	65.19'	0+00.00	0+65.11 1.98' RT.	1+30.21
A2	06°19'11"	1023.25'	112.86'	56.49'	4+21.87	4+78.30 1.56' LT.	5+34.73
A3	03°41'59"	3233.76'	208.80'	104.44'	5+34.73	6+39.13 1.69' LT.	7+43.53
A4	32°44'49"	293.54'	167.77'	86.25'	11+00.03	11+83.92	12+67.81
A5	31°17'33"	228.23'	124.65'	63.92'	13+75.33	14+37.65 8.78' LT.	14+99.98
B1	16°32'32"	479.75'	138.51'	69.74'	0+64.27	1+33.52 5.04' RT.	2+02.78
B2	05°25'01"	2105.06'	199.02'	99.58'	2+02.78	3+02.28 2.35' LT.	4+01.79
B3	23°10'36"	488.85'	197.74'	100.24'	4+01.79	5+00.66 10.17' LT.	5+99.53
B4	20°22'02"	572.79'	203.61'	102.89'	5+99.53	7+01.34 9.17' RT.	8+03.15
B5	18°32'46"	626.02'	202.64'	102.21'	8+03.15	9+04.47 8.29' RT.	10+05.79
B6	09°37'08"	1180.92'	198.25'	99.36'	12+05.37	13+04.50 4.17' LT.	14+03.63
B7	08°53'08"	1927.48'	298.91'	149.76'	18+08.42	19+57.88 5.81' RT.	21+07.34
B8	27°39'04"	198.02'	95.56'	48.73'	25+04.94	25+52.72 5.91' LT.	26+00.51
B9	24°49'59"	447.53'	193.97'	98.53'	26+00.51	26+97.49 10.72' LT.	27+94.47
B10	16°12'02"	432.33'	122.24'	61.53'	27+94.47	28+55.60 4.36' LT.	29+16.72
B11	11°44'23"	982.71'	201.35'	101.03'	31+91.42	32+92.09 5.18' LT.	33+92.77
B12	00°00'04"	5203020.18'	108.83'	55.06'	35+92.20	36+46.62 00.00' LT.	37+01.04
B13	12°04'49"	1904.48'	401.54'	201.52'	37+92.43	39+93.20 10.63' LT.	41+93.97
B14	04°18'38"	3675.09'	276.48'	138.31'	43+18.53	44+56.77 2.60' LT.	45+95.01
B15	20°48'57"	322.29'	117.09'	59.20'	50+60.26	51+18.81 5.39' LT.	51+77.35
B16	11°11'11"	335.15'	65.43'	32.82'	51+77.35	52+10.07 1.60' LT.	52+42.79
B17	79°03'28"	54.32'	74.95'	44.82'	54+13.64	54+51.11 16.11' LT.	54+88.59
C1	25°52'17"	872.13'	393.80'	200.32'	2+39.60	4+36.71 22.66' RT.	6+33.40
C2	00°47'26"	15553.95'	214.61'	107.31'	10+33.11	11+40.41 0.37' LT.	12+47.72

GENERAL NOTES

- Contractor shall carefully examine the drawings and specifications, visit the site of this work, and check the proposed locations of all new facilities. Contractor shall inform himself, in detail, as to all existing conditions, limitations, available clearances, and shall thoroughly check all facilities which are to be removed and/or relocated.
- Where a material or product is referred to on the drawings by a manufacturer's brand or trade name, it is for the purpose of establishing a standard or quality. Similar materials or products of equal quality (meeting design requirements) of other manufacturers will be given due consideration provided they are submitted to the Engineer as per the provisions of the general conditions.
- An effort to determine all pipelines and utilities which may impact the project has been made. All **KNOWN** pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. In the event the existing waterlines and/or force mains are found to be in conflict with the proposed construction, the Contractor will be required to adjust or relocate them. Payment will be made using the Supplemental Items shown in the Proposal. Additional unknown utilities and pipelines may be found. Adjustment of these utilities or pipelines shall be done by others at no expense to the Contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment. The Contractor will anticipate this in making his bid. The Contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period. This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the County's facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.
- The drawings and specifications are correlative and have equal authority and priority. Should they disagree in themselves, or with each other, base the bids on the most expensive combination of quality and quantity of the work indicated. The Engineer will clarify the project requirements in the event of the above mentioned disagreements.
- The faces of park information signs within the limit of the work shall be carefully removed and salvaged. The Engineer will designate an area within the park for storage. Park information signs which are not in the way of construction shall be left in place and protected from damage by the Contractor's operations. If any of these signs are damaged by the Contractor's operations, they shall be replaced at the Contractor's expense.
- All existing wood posts within the work area are to remain.
- All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental and no separate payment shall be made for same.
- Mixing of materials, storing of materials, storing of equipment or repairing of equipment on top of pavement or bridge decks will not be permitted unless specifically authorized by the Engineer. Permission will be granted to store materials on subject surfaces if no damage or discoloration will result.
- The Contractor shall submit mix design for the hot mix asphaltic concrete to the Engineer for approval prior to construction. The coarse aggregate for surface courses shall have a minimum polish value of 35. The asphaltic material for all courses shall be Grade AC-5 or AC-10. All courses shall be placed with a finishing machine equipped with an automatic screed control device as specified in Item 528, "Automatic Screed Controls For Asphaltic Concrete Spreading And Finishing Machines". Density requirements shall be according to Item 340, "Hot Mix Asphaltic Concrete Pavement", of the "TxDOT Standard Specifications For Construction Of Highways, Streets and Bridges" adopted by TxDOT on March 1, 1993.
- For this project all reflectorized pavement markings shall consist of TYPE II marking materials. All paint, buttons and beads and other material used for pavement marking will be furnished by the Contractor. All pavement markings shall be placed in accordance with details shown in the plans or in the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" unless otherwise directed by the Engineer. The Contractor shall be required to clean and sweep all portions of the roadway before striping and pavement marking placement as directed by the Engineer. This work shall be considered incidental to the bid items of the project and will not be paid for directly. Where the work consists of thermo-plastic pavement markings or traffic buttons, the "Final Inspection" of same shall be governed by the following:
Whenever the work provided for and contemplated under the contract has been satisfactorily completed, final cleaning up performed and all pavement markings have remained in place for a minimum of thirty (30) days in a satisfactory manner, the Representative in charge of the work will notify the Engineer authorized to accept same to make the "Final Inspection". Such inspection will be made within ten (10) days after such notification. After such final inspection, if the work is found to be satisfactory, the Contractor will be notified in writing of the acceptance of same. No time charge will be made against the Contractor between the date of satisfactory completion of the work and the date of final inspection of the work.
- All new culverts shall meet the requirements of ASTM C76, Class III.
- The total lump sum payment for the item "Mobilization" shall not exceed 5% of the total bid.
- The method of compaction for embankments shall be "Density Control".
- For this project lime used for subgrade treatment shall be either Type A or B.
- The prime coat application rate shall be 0.25 gallons per square yard of surface or as directed by the ENGINEER.
- No trees shall be cut down or removed without prior approval of the Engineer and the Galveston County Parks Department.

STORM WATER QUALITY NOTES

- SWPPP: This project disturbs 2 acres; therefore coverage is required under the TPDES General Permit TXR 150000 for storm water discharges associated with construction activities. The Contractor shall be responsible for implementation, inspection, and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) in accordance with federal, state and local regulations. The cost to implement, inspect, and maintain the SWPPP shall be considered incidental to the SWPPP bid items.
- Since this project disturbs greater than 5 acres, a Notice of Intent (NOI) is required to be submitted to the Texas Commission on Environmental Quality (TCEQ) at least 7 days prior to the start of any earth disturbing activities. This project shall have two NOIs, one with the Contractor's signature and one with Galveston County's signature. Each NOI is subject to a \$325 Application Fee. The Contractor shall be responsible for both NOI Application Fees. The Contractor has the option to submit the Contractor's NOI form and fee electronically to the TCEQ (if submitted electronically, then the Contractor shall provide copies of the electronic submittal to Galveston County at the Preconstruction Meeting, Galveston County shall mail the certified NOI(s), check(s), and the Payment Submittal Form(s) to the TCEQ. Galveston County shall also submit copies of both signed NOIs to the local municipal separate storm sewer system operator (MS4) at least 7 days prior to the start of any earth disturbing activities.
- Copies of the contractor's and Galveston County's NOI and construction site notice (CSN) shall be posted at the site by the contractor. The contractor shall laminate and post the two NOIs, two CSNs and any "Secondary Operator" CSNs on the project site at a location with easy access to the public for clear viewing and as approved by the engineer. The cost of lamination and posting of the NOIs & CSNs shall be considered incidental to the SWPPP bid items.
- Upon completion of construction activities and final stabilization of the site, as defined by the TPDES General Permit, a Notice of Termination (NOT) is required to be submitted to the Texas Commission of Environmental Quality (TCEQ). This project shall have two NOTs, one with the Contractor's signature and one with Galveston County's signature. When directed by the Engineer, the Contractor shall provide to Galveston County a signed copy of the Contractor's Notice of Termination (NOT). Galveston County shall submit to the TCEQ the Contractor's and Galveston County's signed NOTs. Galveston County shall also submit copies of both signed NOTs to the local municipal separate storm sewer system operator.
- A rain gauge shall be kept on the project site or within the immediate project vicinity. Records of rainfall events shall be kept by the Contractor to assist with determining if an SWPPP site inspection is required. The costs of the rain gauge shall be considered incidental to the SWPPP bid items.
- The SWPPP, Inspection & Maintenance Reports, certifications, rainfall records, major grading date records and temporary and permanent stabilization date records shall be kept current by the Contractor and in accordance with state and local regulations. Copies of the all SWPPP records shall be kept on-site, if feasible, until the Notice of Terminations has been submitted to the Texas Commission on Environment Quality. The SWPPP records shall be made readily available to regulatory authorities upon an on-site inspection. The Contractor shall deliver copies of all SWPPP records to Galveston County as directed by the Engineer.

BENCHMARK DATA

NO.	ELEV. (CALL)	ELEV. (G12A)	DESCRIPTION
1	17.44	16.58	Square cut in concrete at the Southwest corner of the baseball concession stand near the water fountain.
3	18.66	17.79	Square cut in base or flag pole at baseline 'B' station 36+36, 108' rt.

Seal Applies to General Notes Only

NO.	REVISION	BY	DATE

DRAWN BY: _____
 DESIGNED BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 SCALE: _____
 DATE: _____ AUGUST 2015

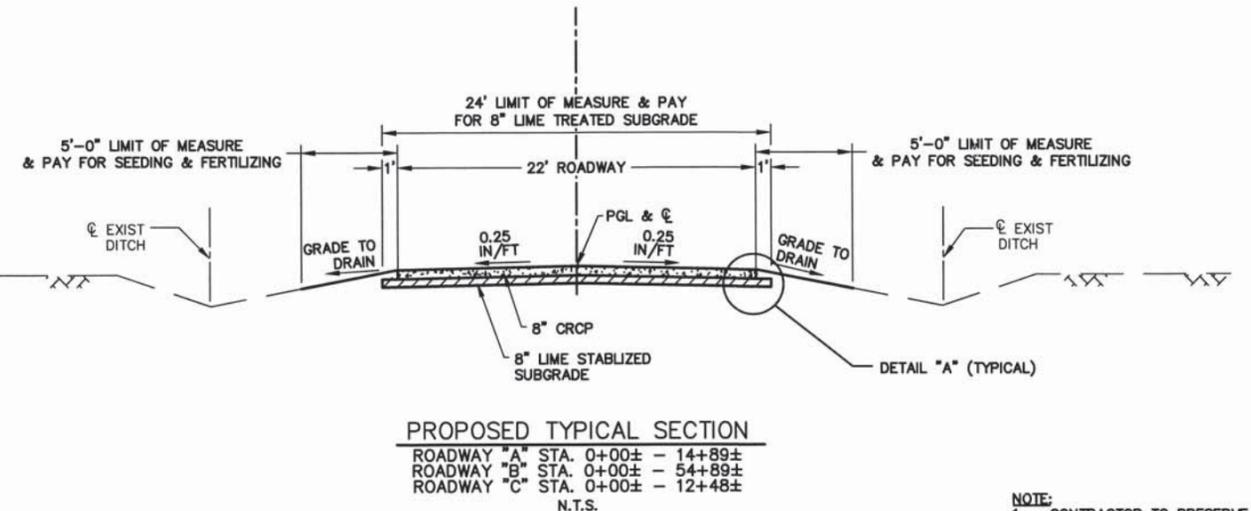
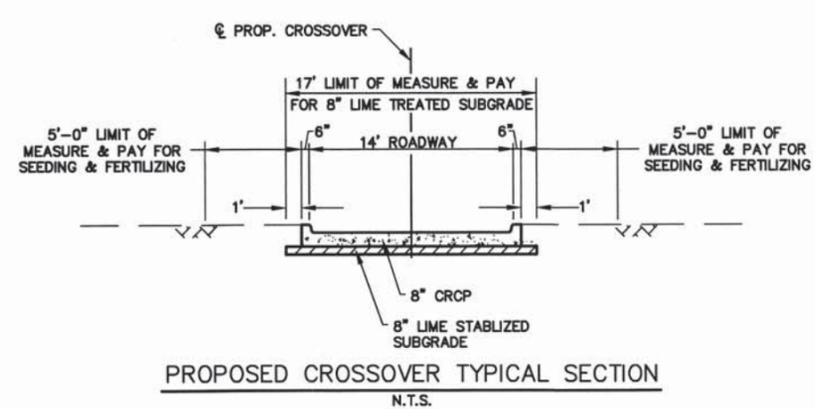
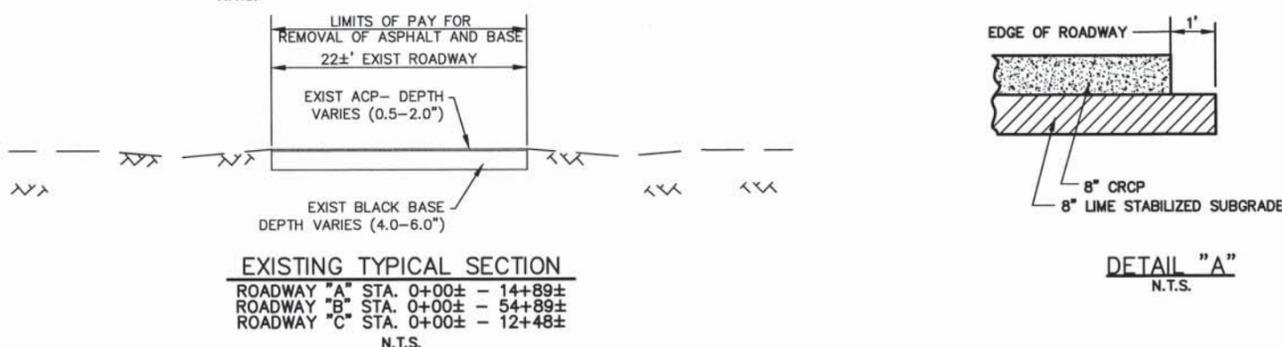
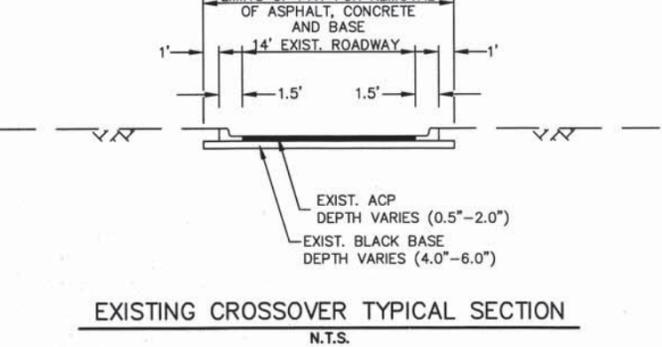
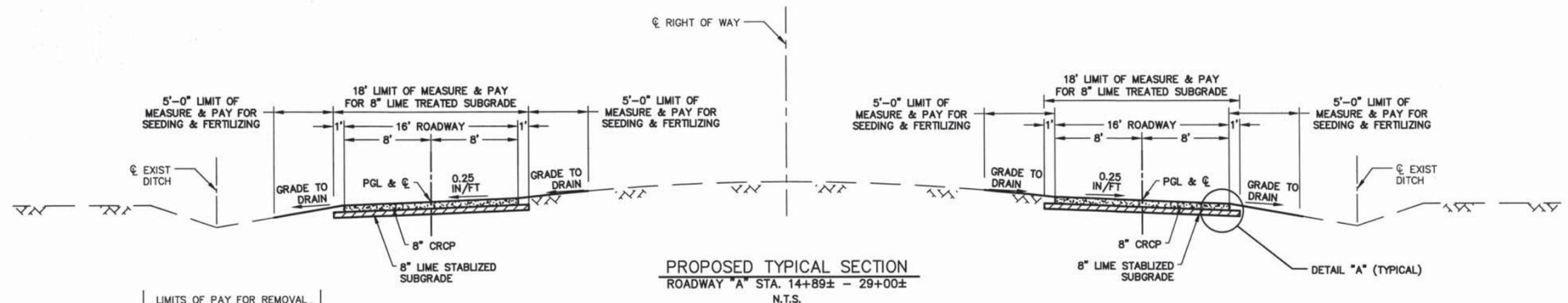
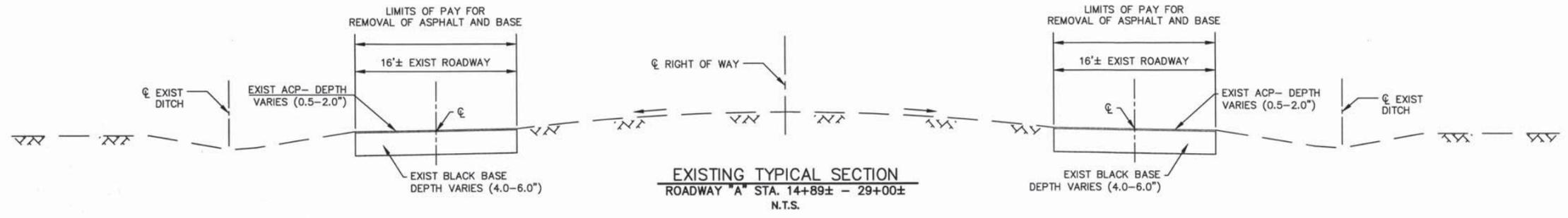


GALVESTON COUNTY
ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
CURVE TABLE, BENCHMARK DATA, GENERAL NOTES & STORM WATER QUALITY NOTES

SHEET 13
OF 38 SHEETS





NOTE:
1. CONTRACTOR TO PRESERVE EXISTING CONDITION OF DITCHES

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C14-14570_TYPSEC.dwg Carlos Heredia

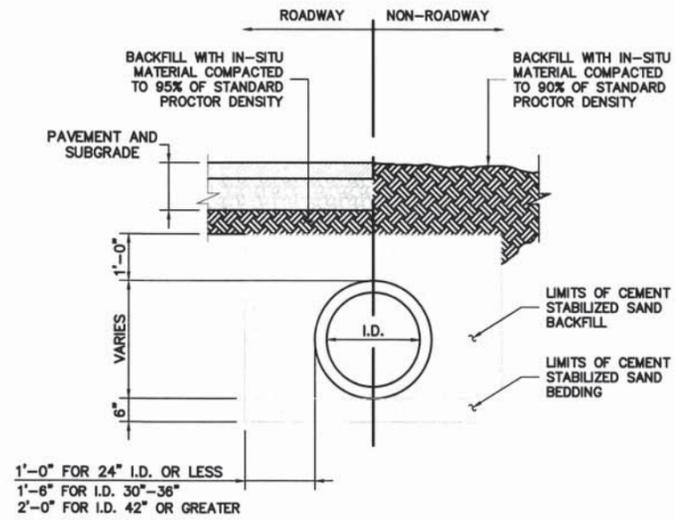
NO.	REVISION	BY	DATE

DRAWN BY: A.P.
DESIGNED BY: D.E.
CHECKED BY: JAVIER CASAS, P.E.
APPROVED BY: JAVIER CASAS, P.E.
SCALE: _____
DATE: AUGUST 2016

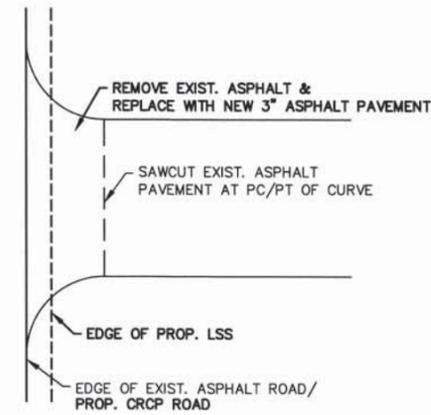


GALVESTON COUNTY
ENGINEERING DEPARTMENT

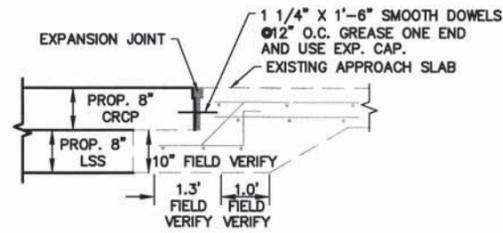
JACK BROOKS PARK ROAD RECONSTRUCTION
TYPICAL SECTIONS



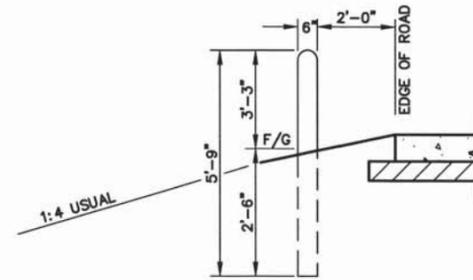
STORM SEWER BEDDING
N.T.S.



DRIVEWAY SAWCUT DETAIL
N.T.S.

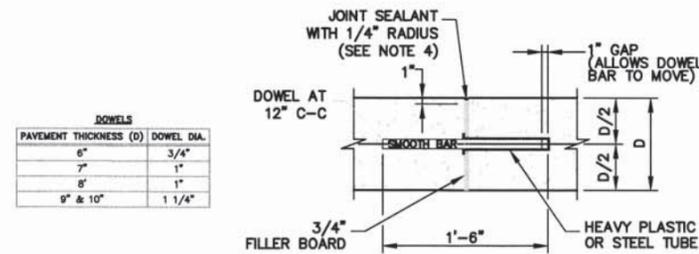


PROPOSED CRCP & EXISTING APPROACH SLAB
N.T.S.



- NOTE:
1. CCA TREATED, 6" DOMETOP BOLLARD, 5'-9" LONG
 2. SPACE 5'-0" CENTER TO CENTER (USUAL) OR AS SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER.

BOLLARD DETAIL
N.T.S.



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

- NOTES FOR DOWEL EXPANSION JOINT:**
1. EXPANSION JOINT SHALL BE PLACED AT THE END OF EACH CURB RADIUS AND SPACED AT A MAXIMUM DISTANCE OF 80 FEET.
 2. CENTER DOWEL HORIZONTALLY ON JOINT.
 3. EXPANSION JOINT BARS SHALL BE HELD PARALLEL TO THE FINISHED CONCRETE SURFACE.
 4. JOINT SEALANT SHALL CONFORM TO THE REQUIREMENTS OF ITEM 360 "CONCRETE PAVEMENT".

DOWEL TYPE EXPANSION JOINT
N.T.S.

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C15-14570_PAV_DET.dwg Carlos Heredia

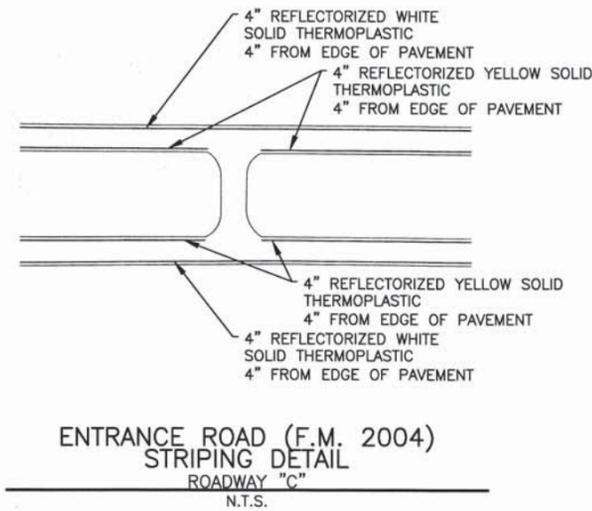
NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: P.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: _____
 DATE: AUGUST 2015

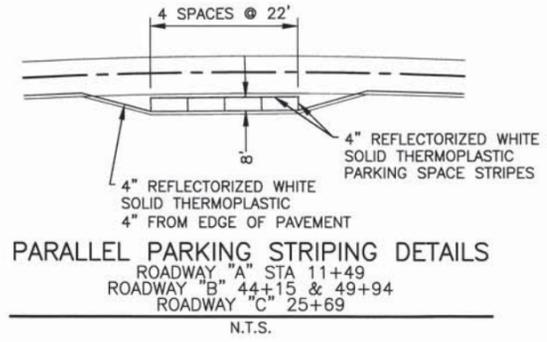


GALVESTON COUNTY
ENGINEERING DEPARTMENT

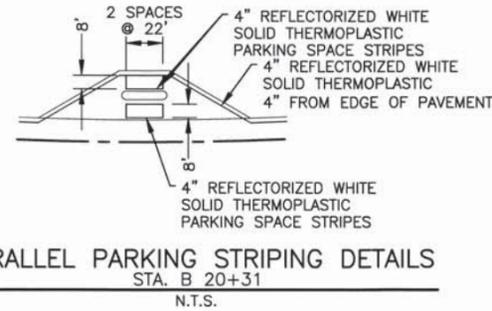
JACK BROOKS PARK ROAD RECONSTRUCTION
PAVING AND MISC. DETAILS



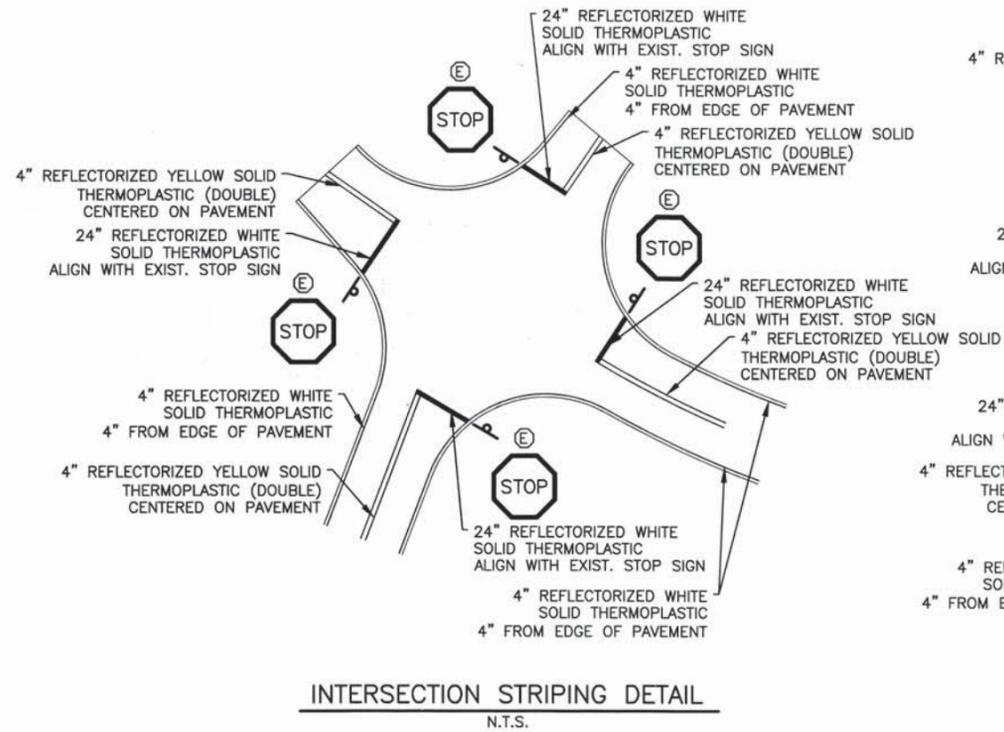
ENTRANCE ROAD (F.M. 2004)
 STRIPING DETAIL
 ROADWAY "C"
 N.T.S.



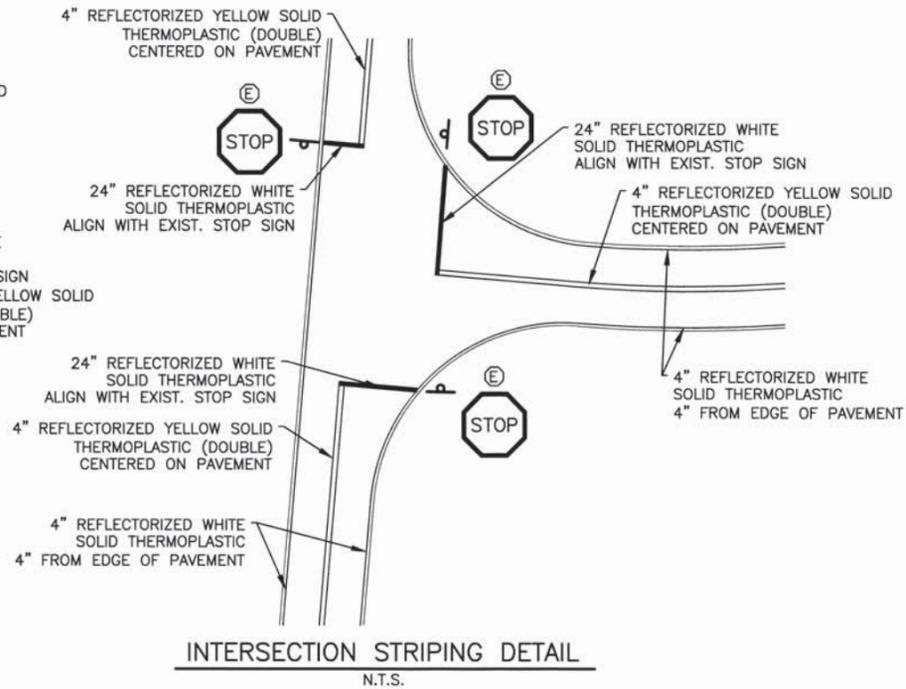
PARALLEL PARKING STRIPING DETAILS
 ROADWAY "A" STA 11+49
 ROADWAY "B" 44+15 & 49+94
 ROADWAY "C" 25+69
 N.T.S.



PARALLEL PARKING STRIPING DETAILS
 STA. B 20+31
 N.T.S.



INTERSECTION STRIPING DETAIL
 N.T.S.



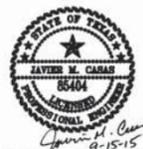
INTERSECTION STRIPING DETAIL
 N.T.S.

LEGEND
 (E) EXISTING SIGN TO REMAIN

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C16-14570_DET_PMI.dwg Carlos Heredia

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: P.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: _____
 DATE: AUGUST 2015



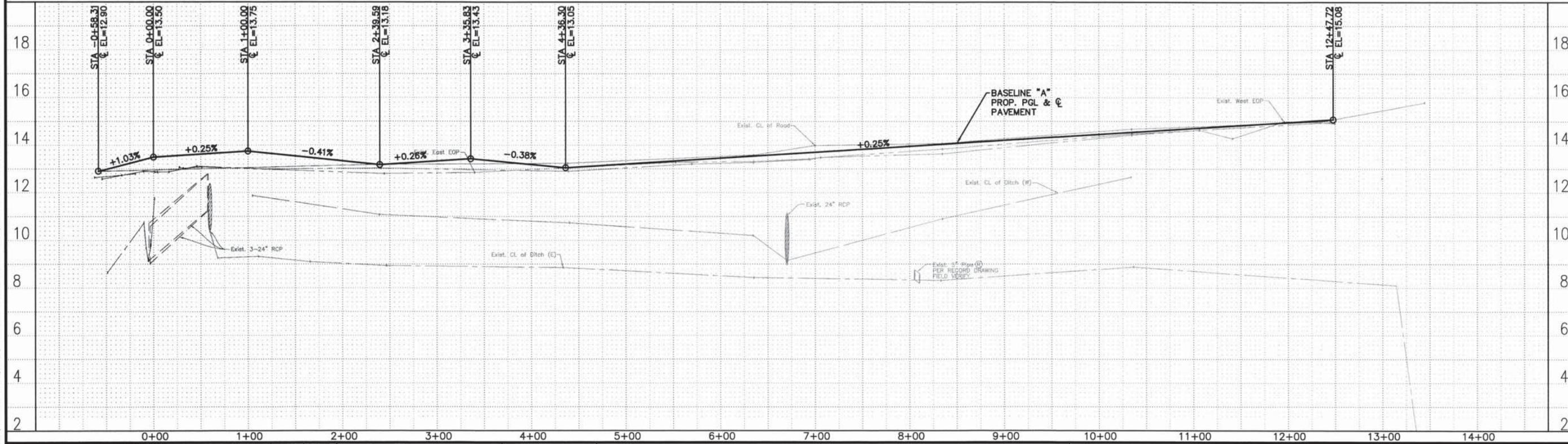
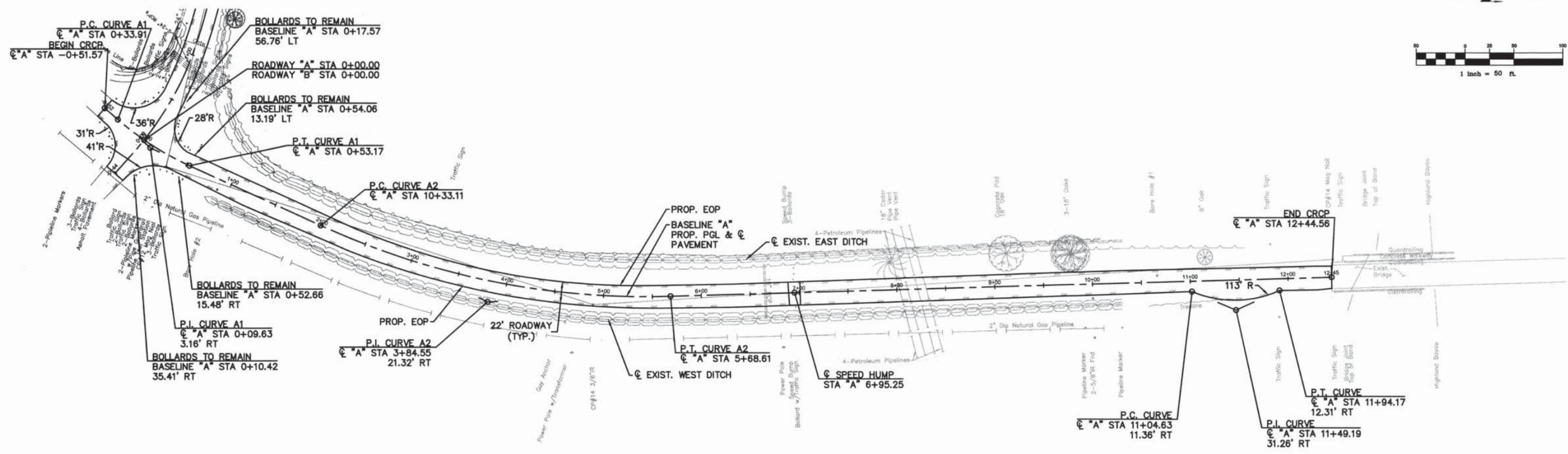
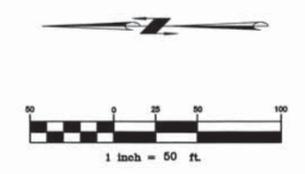
GALVESTON COUNTY
 ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION

PAVEMENT MARKING DETAILS

SHEET 16

OF 38 SHEETS



PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\17-14570_BL-A_P1.dwg Carlos Heredia

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=50'; VER: 1"=2'
 DATE: AUGUST 2015

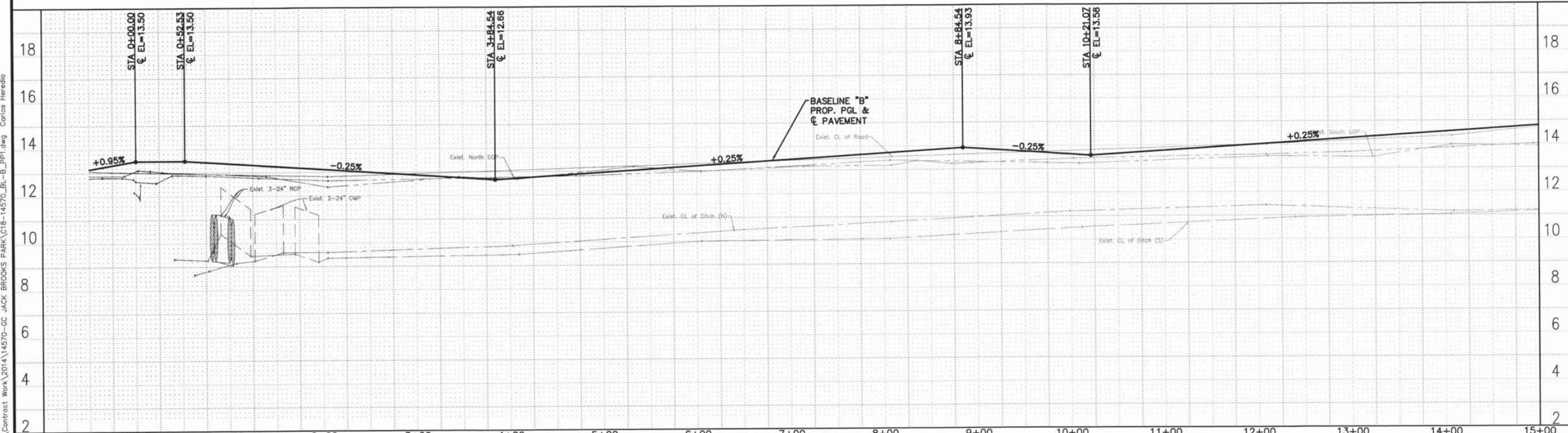
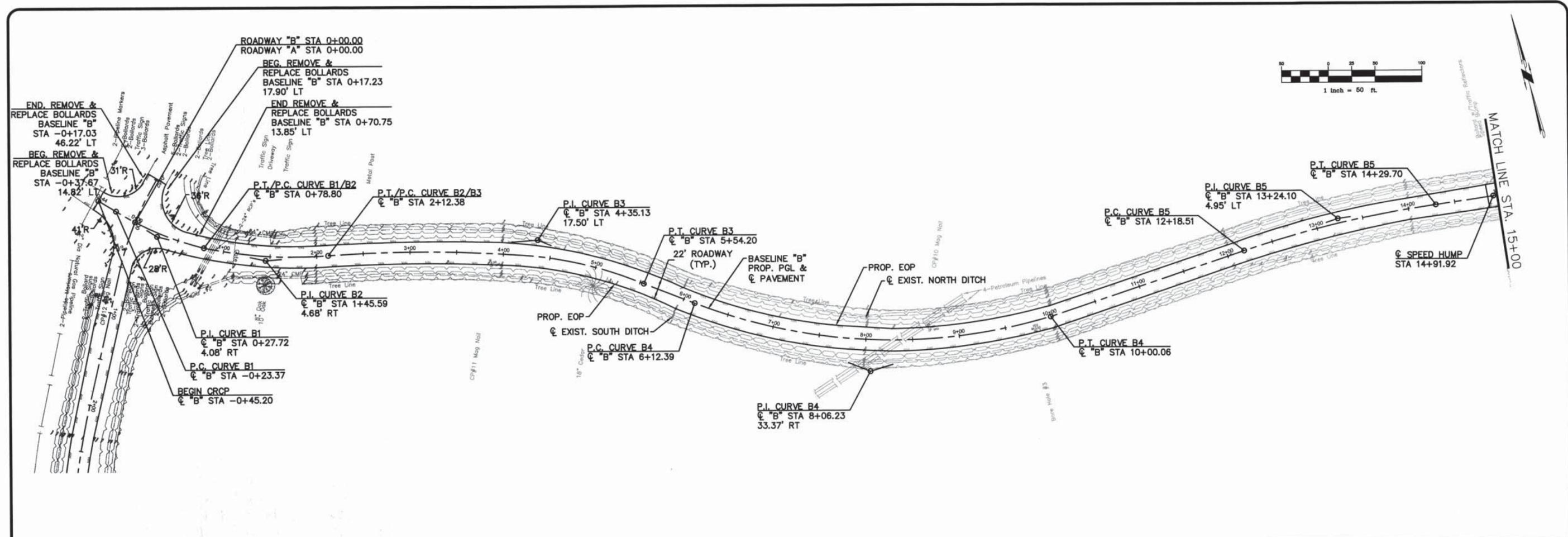


GALVESTON COUNTY
ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
 PLAN & PROFILE - ROADWAY 'A'
 STA. 0+00 TO STA. 12+47.72

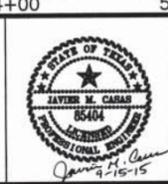
SHEET 17
 OF 38 SHEETS

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\CB-14570-EL-B_P1.dwg Carlos Heredia



NO.	REVISION	BY	DATE

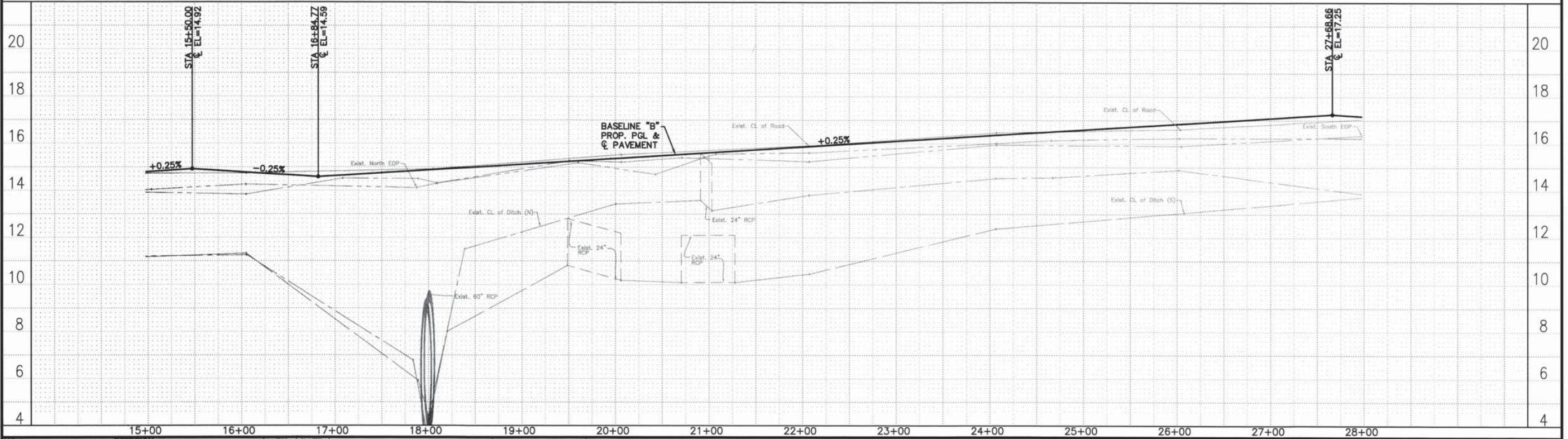
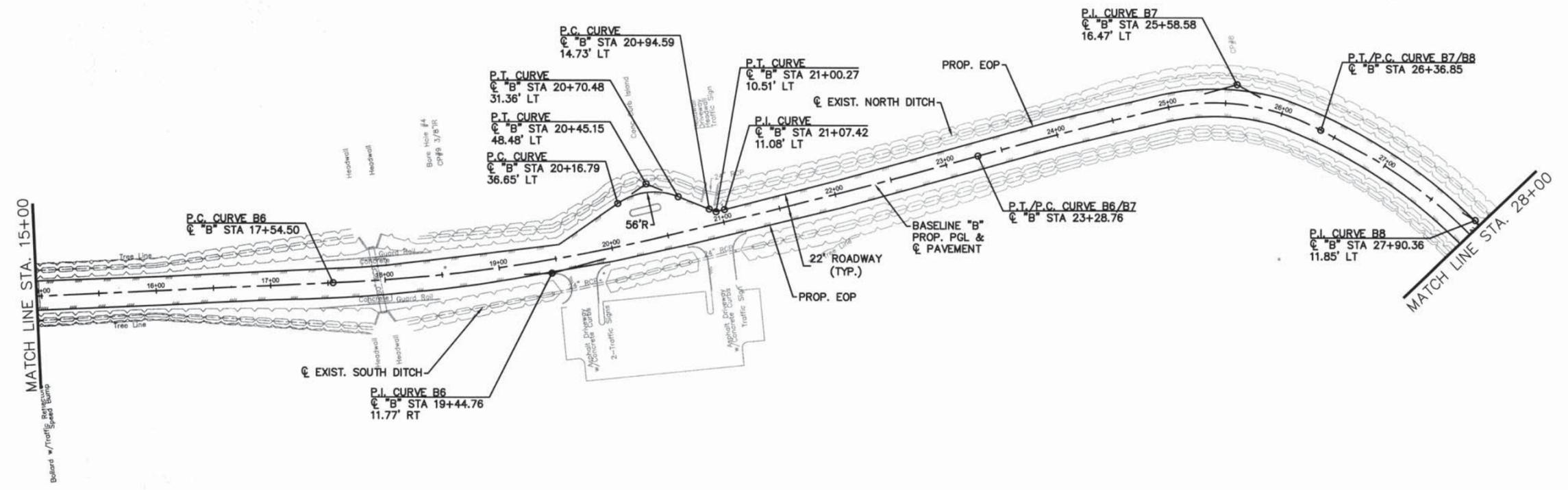
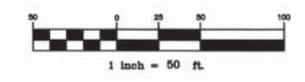
DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=50'; VER: 1"=2'
 DATE: AUGUST 2015



GALVESTON COUNTY
ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
PLAN & PROFILE - ROADWAY 'B'
STA. 0+00 TO STA. 15+00

SHEET **18**
 OF **38** SHEETS



PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\19-14570-BL-B_PP2.dwg Carlos Heredia

NO.	REVISION	BY	DATE

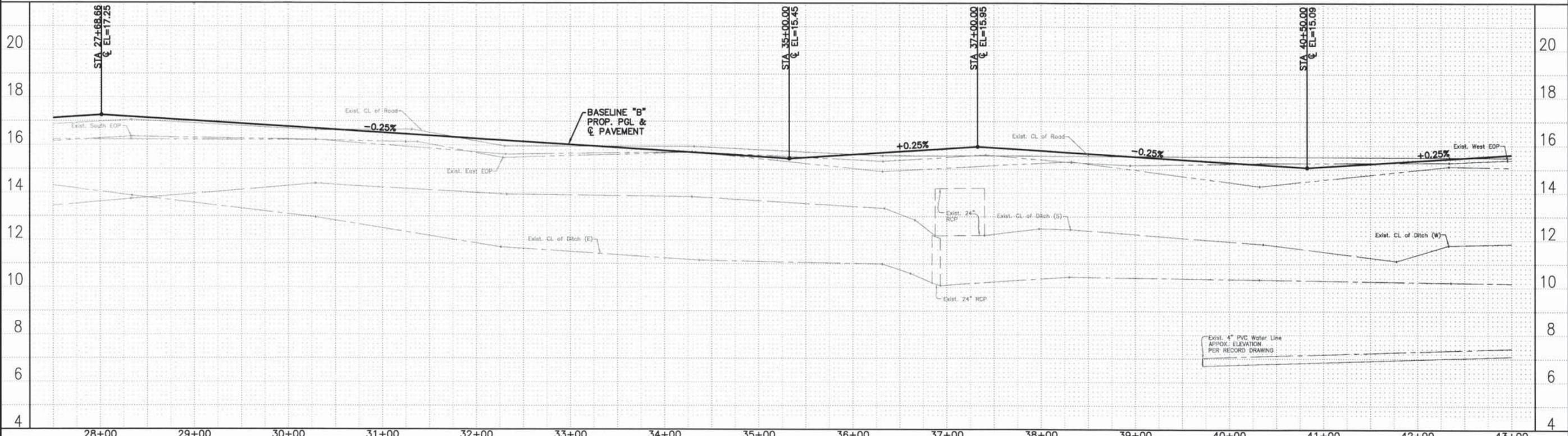
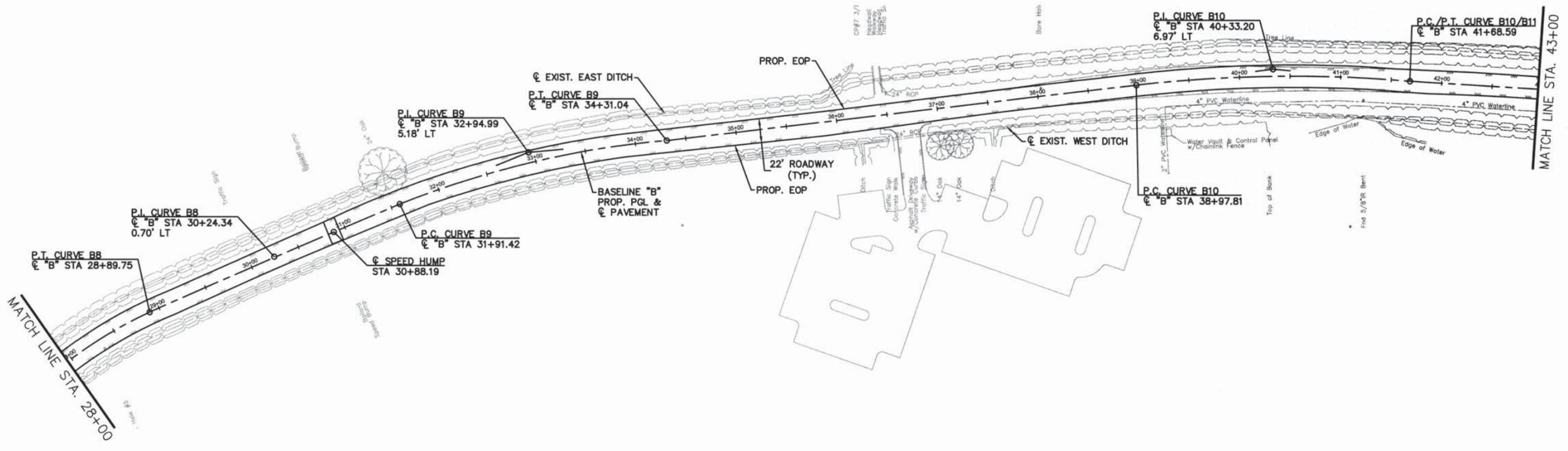
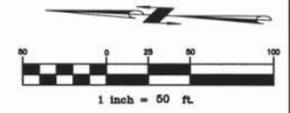
DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=50', VER: 1"=2'
 DATE: AUGUST 2015



GALVESTON COUNTY ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
 PLAN & PROFILE - ROADWAY 'B'
 STA. 15+00 TO STA. 28+00

SHEET 19
 OF 38 SHEETS



PROJ # 14570 \\SERVER\Contract Work\2014\14570-06 JACK BROOKS PARK\C20-14570_BL-B_PP3.dwg Carlos Heredia

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=50', VER: 1"=8'
 DATE: AUGUST 2015

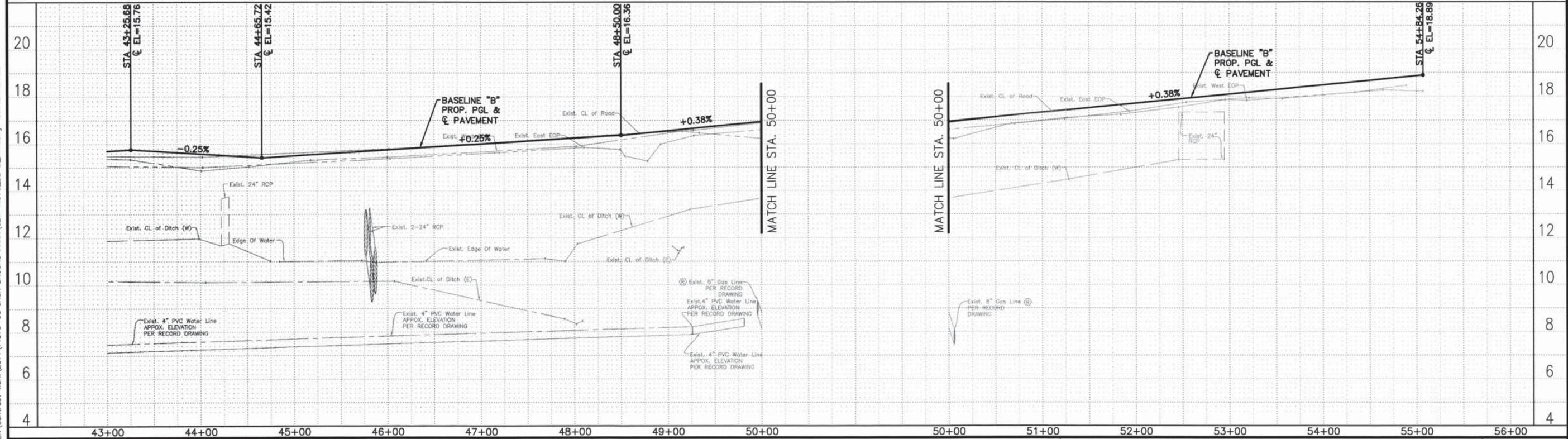
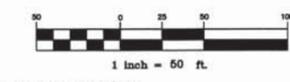
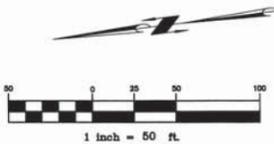
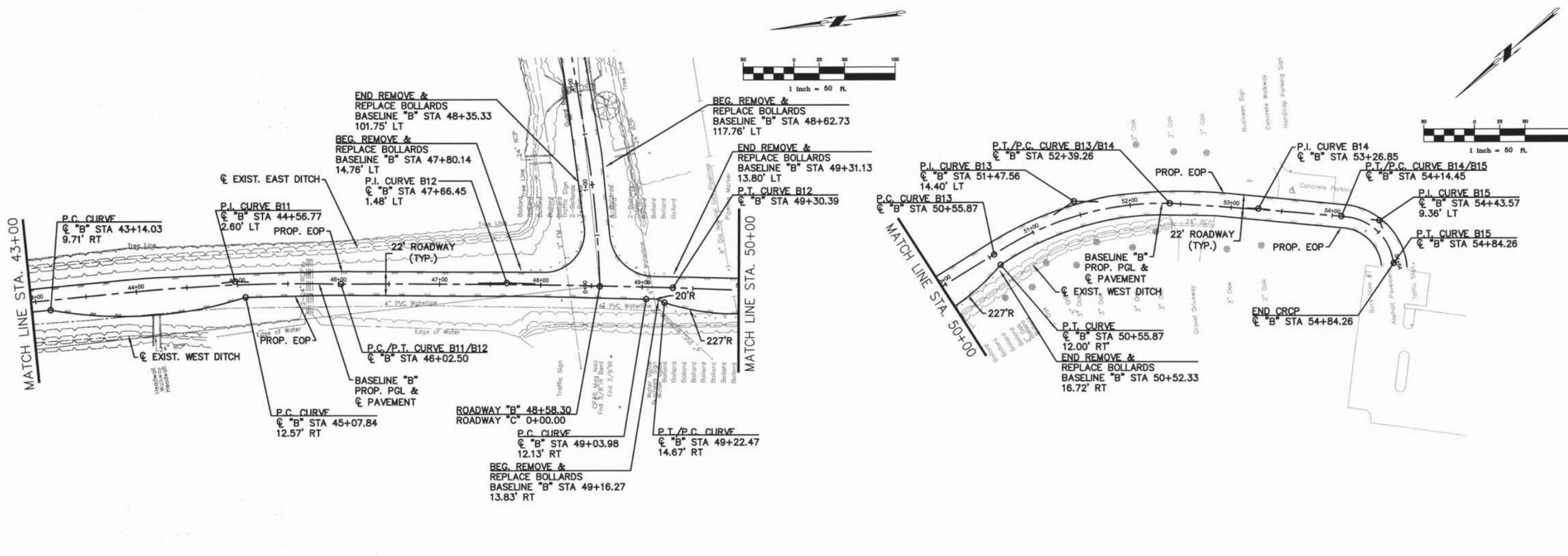


GALVESTON COUNTY ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
 PLAN & PROFILE - ROADWAY 'B'
 STA. 28+00 TO STA. 43+00

SHEET **20**
 OF **38** SHEETS

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\21-14570_BL-B_PP4.dwg Carlos Heredia



NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=50'; VER: 1"=2'
 DATE: AUGUST 2015



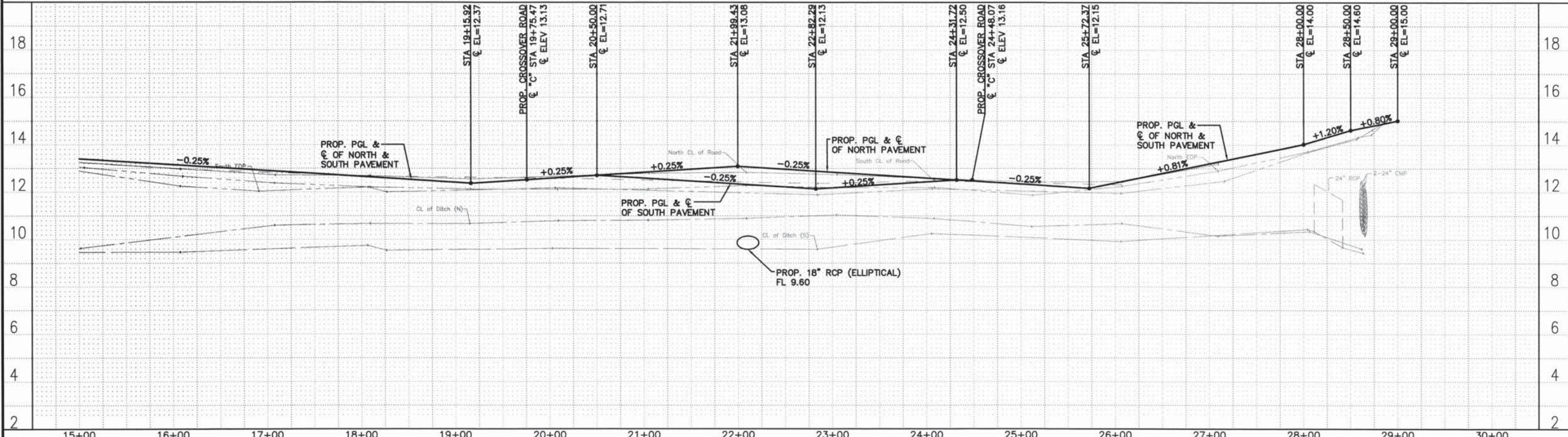
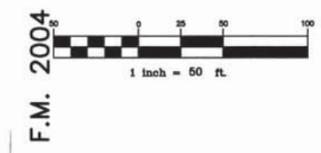
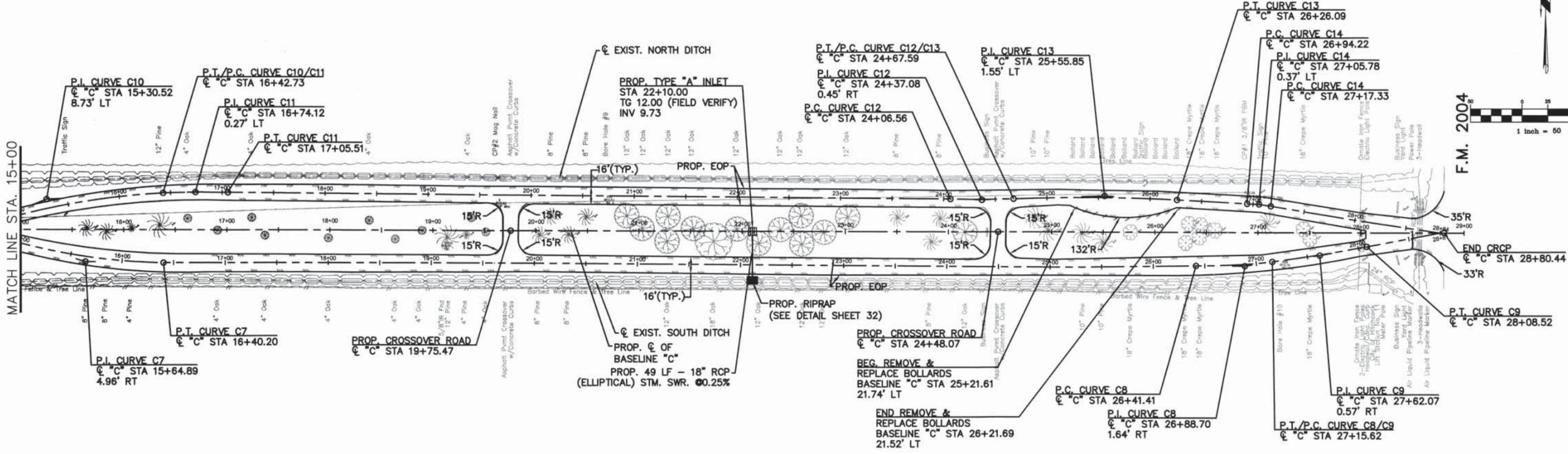
GALVESTON COUNTY ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION

PLAN & PROFILE - ROADWAY 'B'
STA. 43+00 TO STA. 55+98

SHEET 21

OF 38 SHEETS



PROJ # 14570 T:\2014\14570-GC JACK BROOKS PARK\G23-14570_BL-C_PP2.dwg Samuel Lopez

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=50'; VER: 1"=2'
 DATE: AUGUST 2015

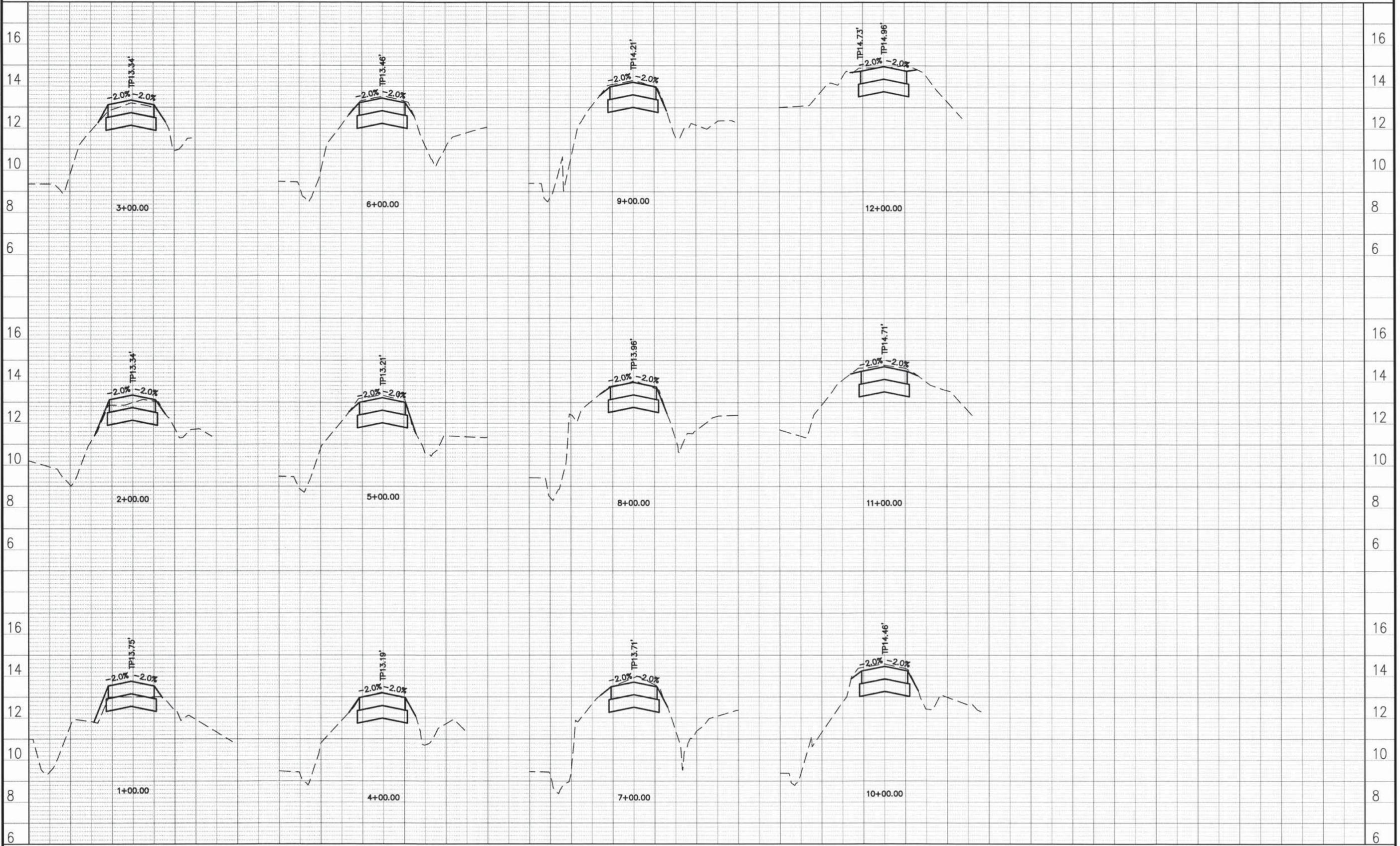


GALVESTON COUNTY ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
 PLAN & PROFILE - ROADWAY 'C'
 STA. 15+00 TO STA. 28+80.44

SHEET **23**
 OF **38** SHEETS

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C24-14570_BI-A_XSEC1.dwg Carlos Heredia



NO.	REVISION	BY	DATE

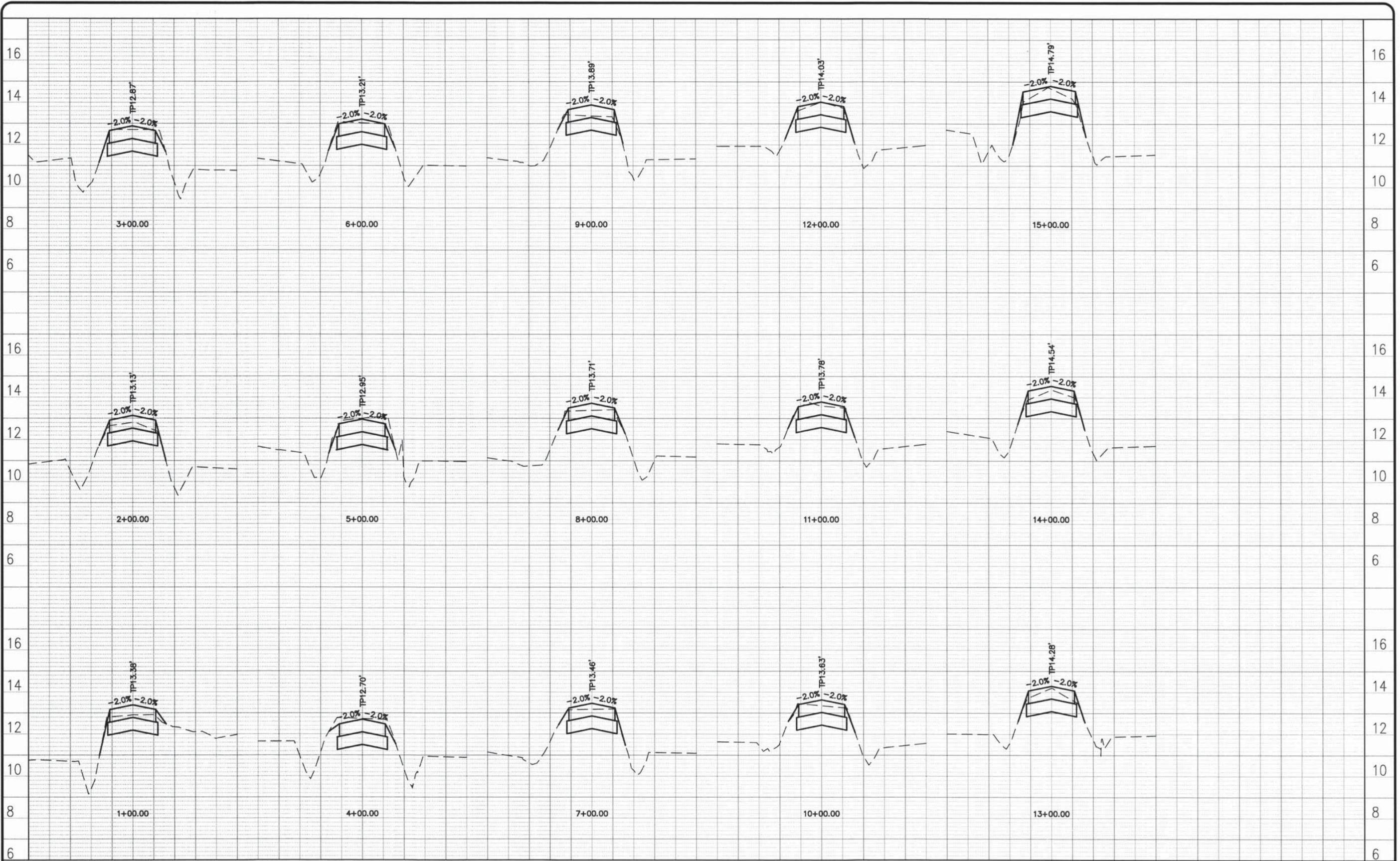
DRAWN BY: A.P.
 DESIGNED BY: P.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=20', VER: 1"=2'
 DATE: AUGUST 2015



GALVESTON COUNTY ENGINEERING DEPARTMENT

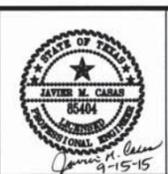
JACK BROOKS PARK ROAD RECONSTRUCTION
 CROSS SECTIONS ROADWAY "A"
 STA. 1+00 - 12+00

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\25-14570_BL-B_XSEC1.dwg Carlos Heredia



NO.	REVISION	BY	DATE

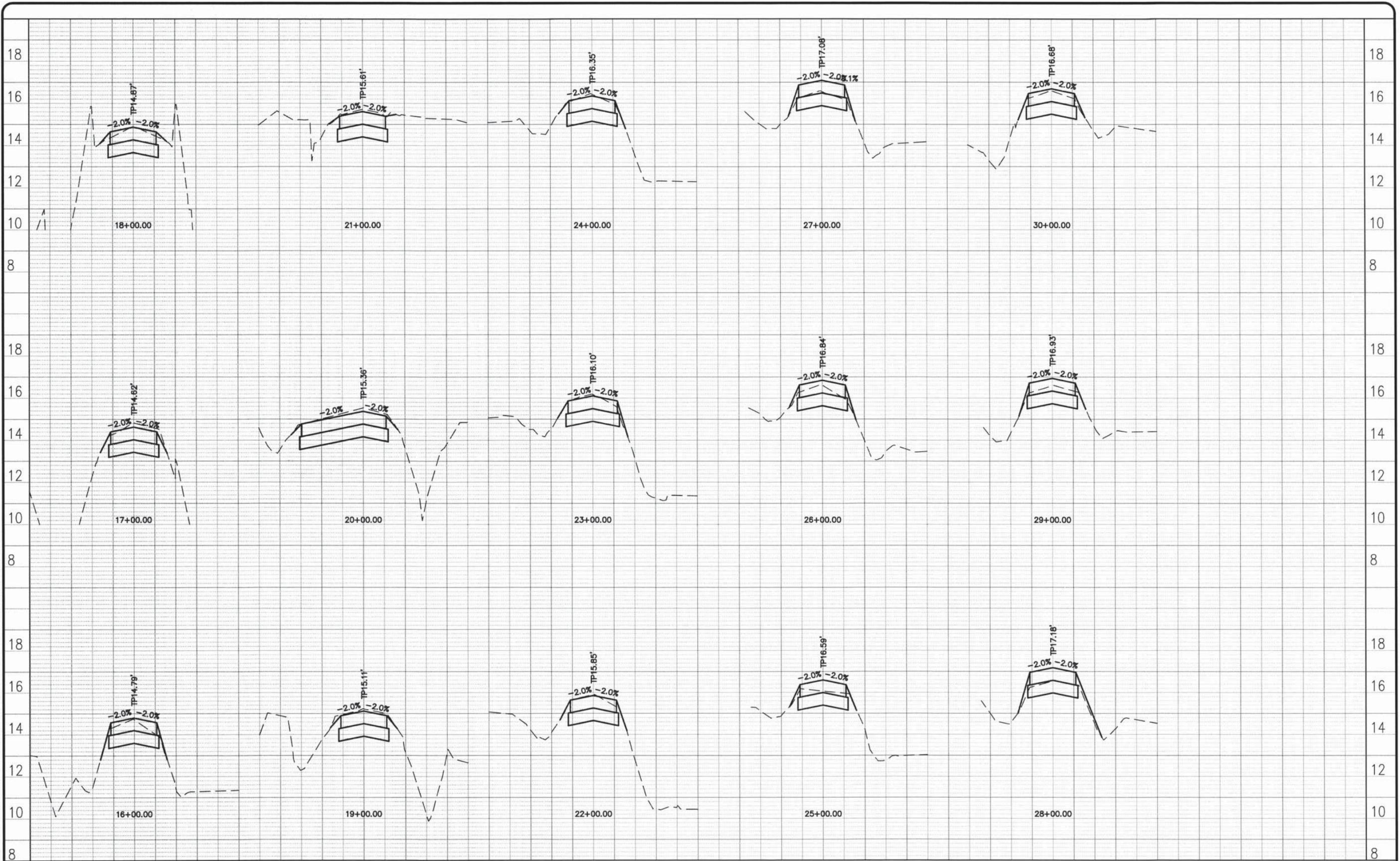
DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=20', VER: 1"=2'
 DATE: AUGUST 2015



GALVESTON COUNTY ENGINEERING DEPARTMENT

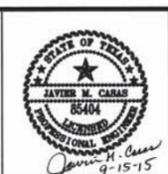
JACK BROOKS PARK ROAD RECONSTRUCTION
 CROSS SECTIONS ROADWAY "B"
 STA. 1+00 - 15+00

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C26-14570_BI-B_XSEC2.dwg Carlos Heredia



NO.	REVISION	BY	DATE

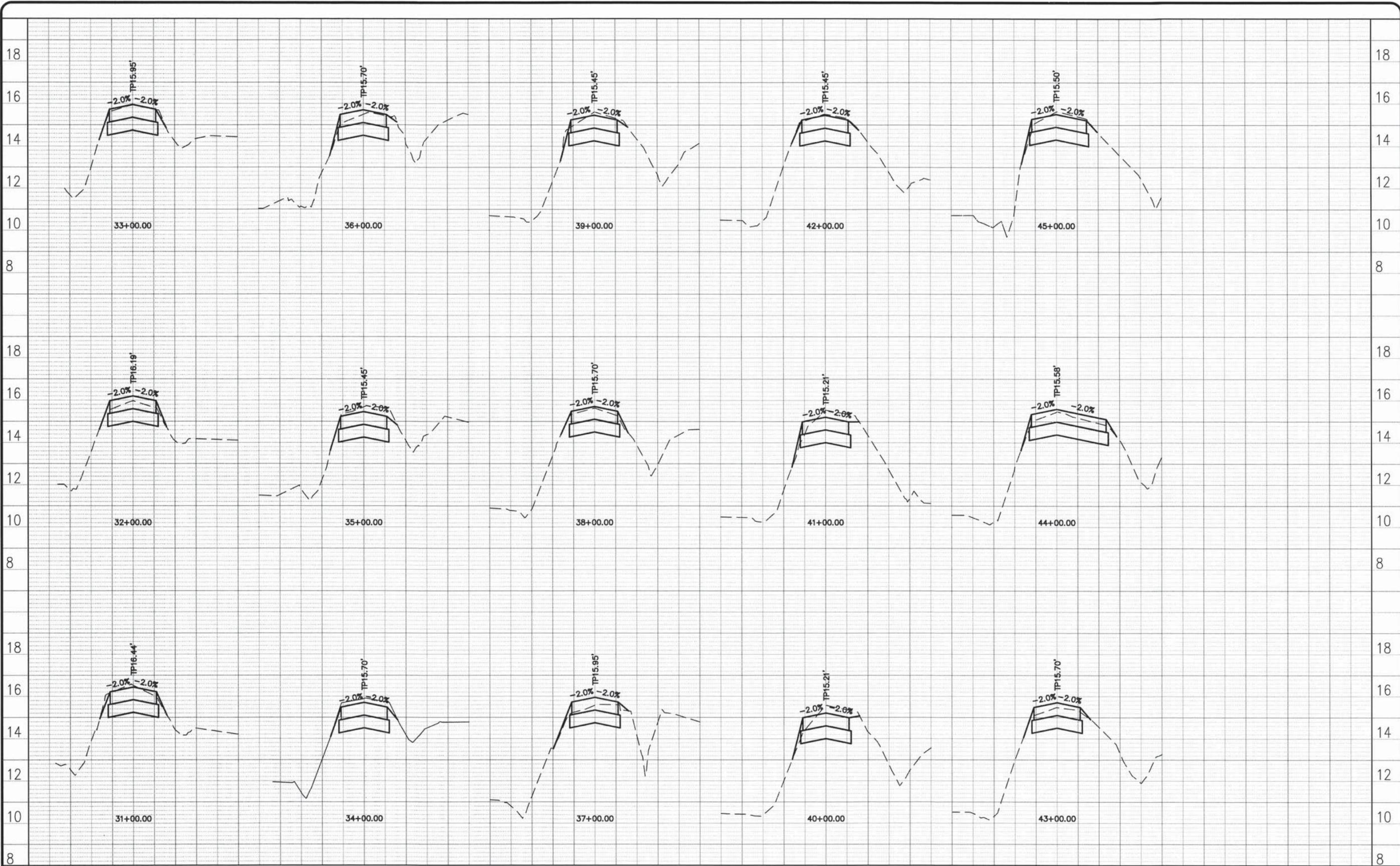
DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=20'; VER: 1"=2'
 DATE: AUGUST 2015



GALVESTON COUNTY ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
 CROSS SECTIONS ROADWAY "B"
 STA. 15+00 - 30+00

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\027-14570_BL-B_XSEC3.dwg Carlos Heredia



NO.	REVISION	BY	DATE

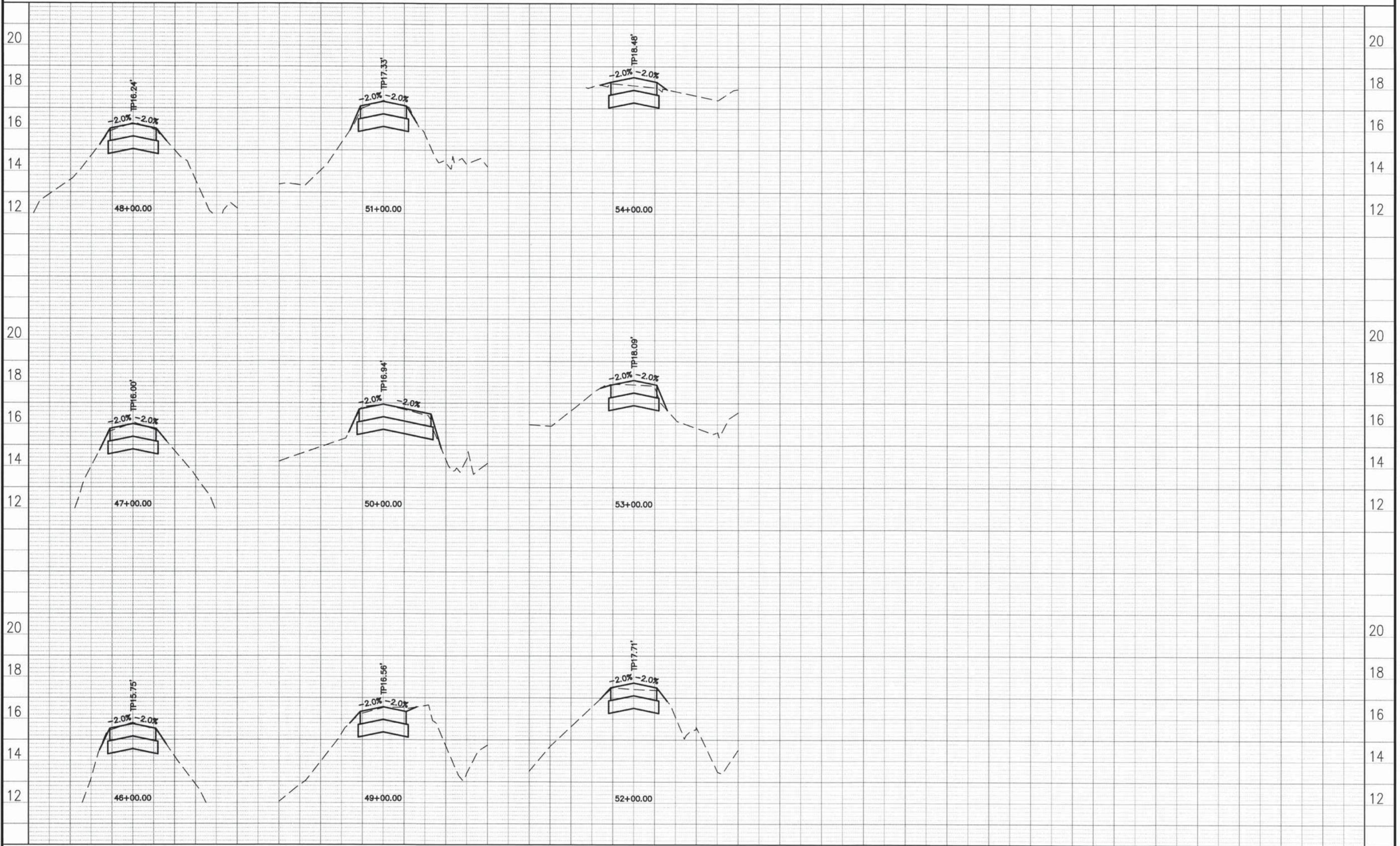
DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=20'; VER: 1"=2'
 DATE: AUGUST 2015



GALVESTON COUNTY ENGINEERING DEPARTMENT

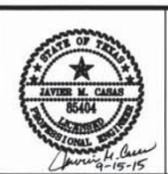
JACK BROOKS PARK ROAD RECONSTRUCTION
 CROSS SECTIONS ROADWAY "B"
 STA. 30+00 - 45+00

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C28-14570_BL-B_XSEC4.dwg Carlos Heredia



NO.	REVISION	BY	DATE

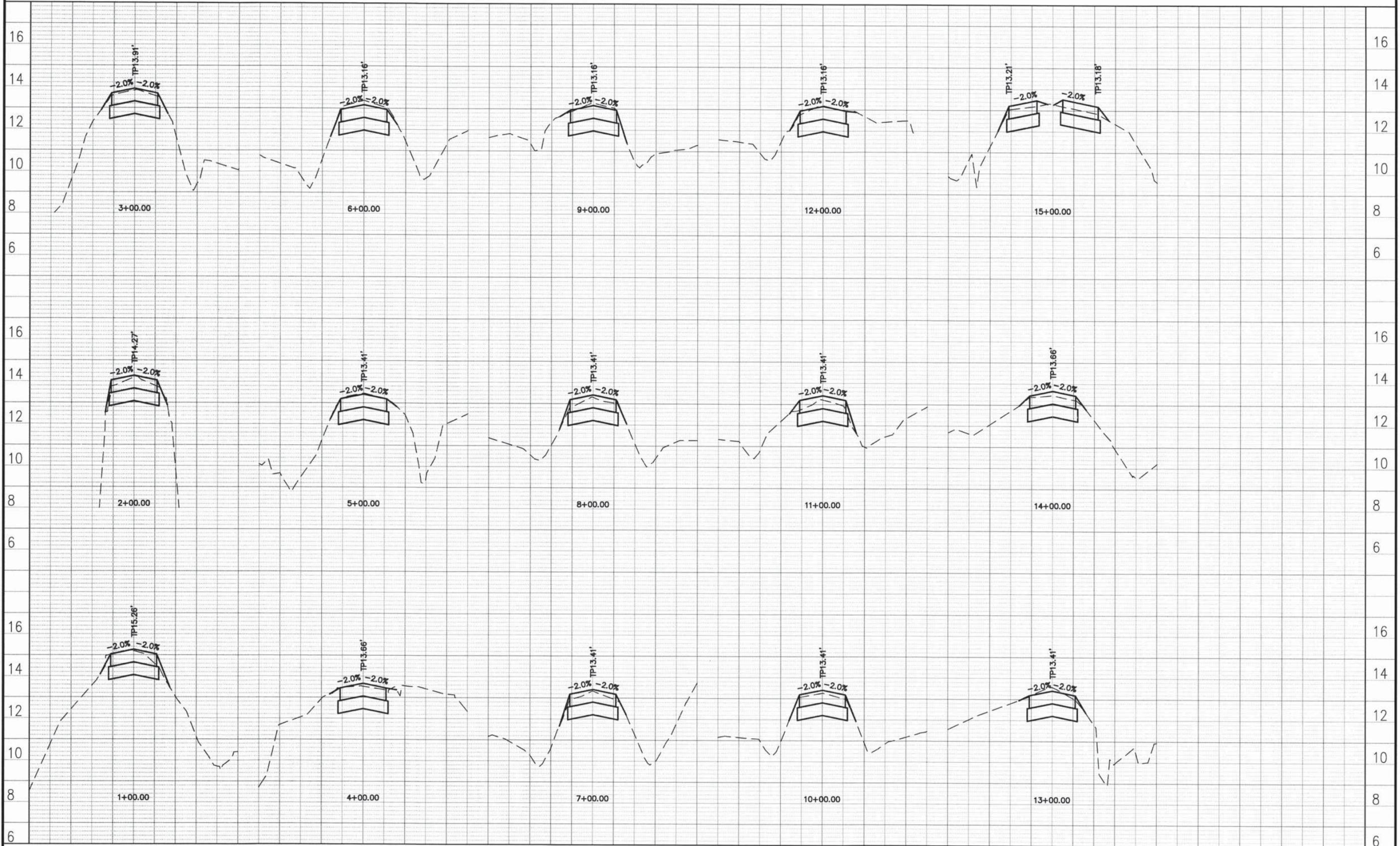
DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=20', VER: 1"=2'
 DATE: AUGUST 2015



GALVESTON COUNTY
ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
 CROSS SECTIONS ROADWAY "B"
 STA. 46+00 - 54+00

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\29-14570_B1-C_XSEC1.dwg Carlos Heredia



NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=20', VER: 1"=2'
 DATE: AUGUST 2015

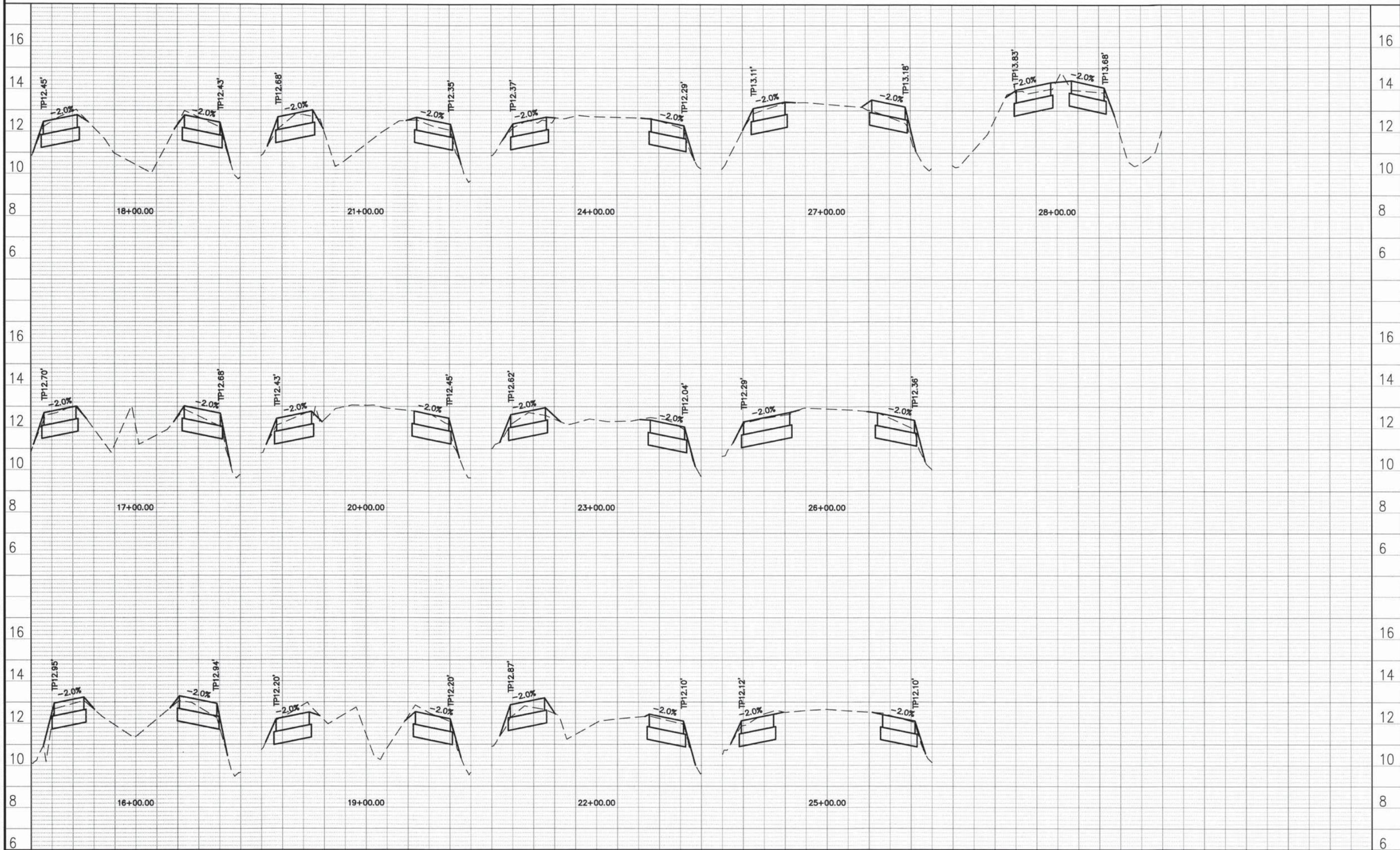


GALVESTON COUNTY
ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
 CROSS SECTIONS ROADWAY "C"
 STA. 1+00 - 15+00

SHEET 29
 OF 38 SHEETS

PROJ. # 14570 T:\2014\14570-GC JACK BROOKS PARK\30-14570_BL-C_XSEC2.dwg Samuel Lopez



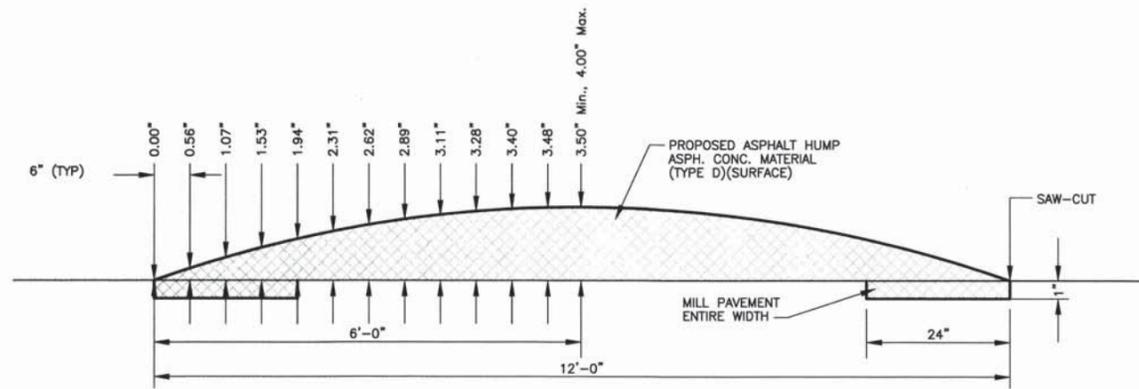
NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=20'; VER: 1"=2'
 DATE: AUGUST 2015

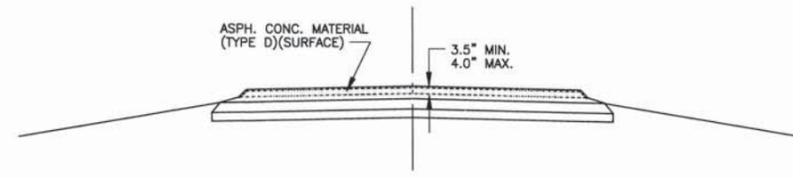


GALVESTON COUNTY ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
 CROSS SECTIONS ROADWAY "C"
 STA. 16+00 - 28+00



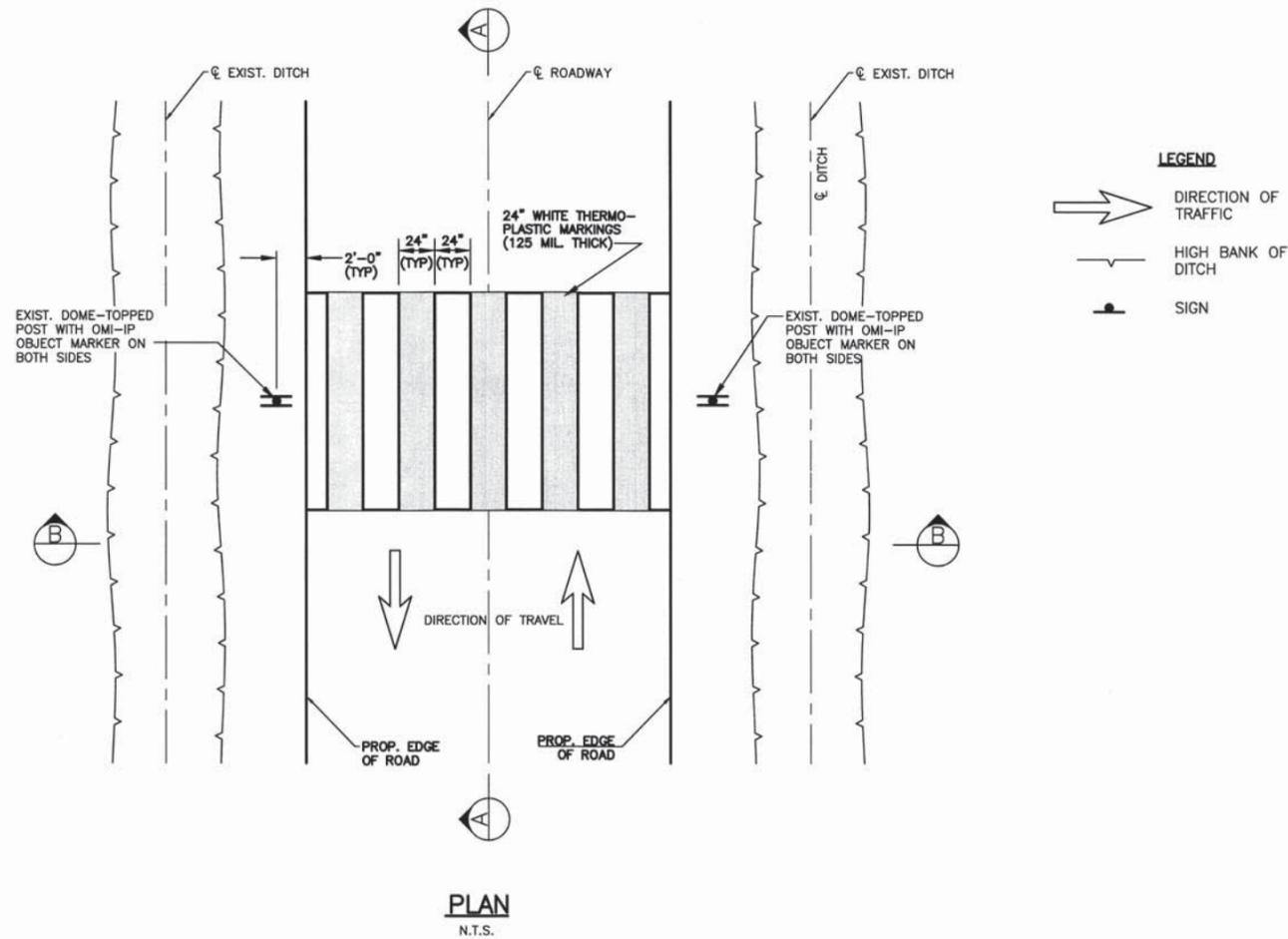
CROSS SECTION A-A
N.T.S.



CROSS SECTION B-B
N.T.S.

GENERAL NOTES:

1. MATERIAL SHALL BE AS SHOWN
2. SPEED HUMP WILL BE MEASURED BY EACH SPEED HUMP COMPLETE IN PLACE.
3. THE WORK PERFORMED AND MATERIALS FURNISHED WILL BE PAID FOR AT THE UNIT BID PRICE FOR "SPEED HUMP (COMPLETE)." THIS PRICE SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIALS, CLEANING THE EXISTING PAVEMENT, TACK COAT, PLACING, ROLLING, FINISHING ASPHALTIC CONCRETE MIXTURE, MILLING (PLANING), PAVEMENT MARKINGS, OBJECT MARKERS, AND FOR ALL LABOR, TOOLS, EQUIPMENT, MANIPULATIONS AND INCIDENTALS NECESSARY TO COMPLETE THE WORK.
4. ADDITIONAL OBJECT MARKERS OR WHITE PLASTIC DELINEATOR POST MAY BE REQUIRED, TO BE DETERMINED BY THE ENGINEER.

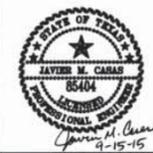


PLAN
N.T.S.

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C31-14570_DET_SPDHMP.dwg Carlos Heredia

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=50', VER: 1"=2'
 DATE: AUGUST 2015

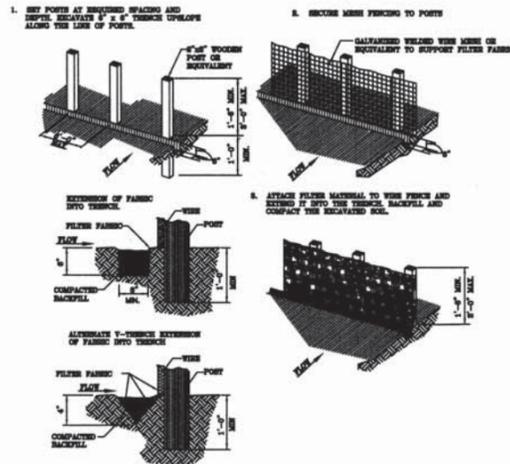


GALVESTON COUNTY
ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION

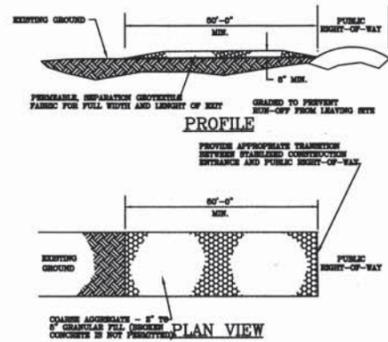
SPEED HUMP DETAIL

SHEET 31
OF 38 SHEETS



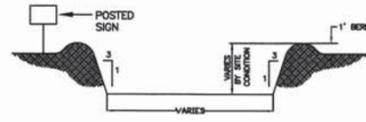
- GENERAL NOTES:**
- SECURELY FASTEN WIRE MESH FENCING TO POSTS WITH STAPLES OR THE WIRE.
 - SECURELY FASTEN FILTER FABRIC TO MESH FENCING.
 - WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER, OVERLAP 6 INCHES AT A POST, FOLD TOGETHER, AND ATTACH TO A POST.
 - REMOVE SEDIMENT DEPOSITS WHEN SILT REACHES ONE-THIRD OF THE HEIGHT OF THE FENCE IN DEPTH.

REINFORCED FILTER FABRIC BARRIER

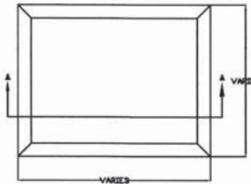


- GENERAL NOTES:**
- MINIMUM LENGTH IS AS SHOWN ON CONSTRUCTION DRAWINGS OR 50 FEET, WHICHEVER IS MORE.
 - CONSTRUCT AND MAINTAIN CONSTRUCTION EXIT WITH CONSTANT WIDTH ACROSS ITS LENGTH, INCLUDING ALL PORTS OF ENTRY OR EXIT.
 - UNLESS SHOWN ON THE CONSTRUCTION DRAWINGS, STABILIZATION FOR OTHER AREAS WILL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT.
 - WHEN SHOWN ON THE CONSTRUCTION DRAWINGS, WIDEN OR LENGTHEN STABILIZED AREA TO ACCOMMODATE A TRUCK WASHING AREA. PROVIDE OUTLET SEDIMENT TRAP FOR THE TRUCK WASHING AREA.
 - PROVIDE PERIODIC TOP DRESSING WITH ADDITIONAL COARSE AGGREGATE TO MAINTAIN THE REQUIRED DEPTH OR WHEN SURFACE BECOMES PACKED WITH MAUD.
 - PERIODICALLY TURN AGGREGATE TO EXPOSE A CLEAN DRIVING SURFACE.
 - ALTERNATIVE METHODS OF CONSTRUCTION INCLUDE:
 - CONSTANT STABILIZED SOIL: COMPACTED CLAYEY STABILIZED SOIL, LIMESTONE AGGREGATE, OR OTHER FILL MATERIAL IN AN APPLICATION OF THICKNESS OF 8 INCHES.
 - WOOD MATS: OAK OR OTHER HARDWOOD THINER PLACED EDGE TO EDGE AND ACROSS SUPPORT WOODEN BEAMS WHICH ARE PLACED ON TOP OF EXISTING SOIL IN AN APPLICATION THICKNESS OF 8 INCHES.
 - STEEL MATS: PERFORATED MATS PLACED ACROSS PERPENDICULAR SUPPORT MEMBERS.
 - MINIMUM 14' WIDTH FOR ONE WAY TRAFFIC AND 20' WIDTH FOR TWO WAY TRAFFIC.

STABILIZED CONSTRUCTION ACCESS



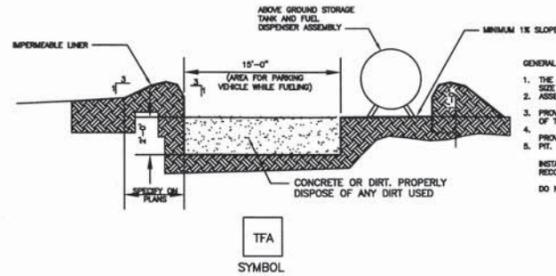
SECTION A-A



PLAN VIEW

- GENERAL NOTES:**
- POST A SIGN READING "CONCRETE WASH OUT PIT" NEXT TO THE PIT.
 - VERBALLY INSTRUCT THE CONCRETE TRUCK DRIVERS WHERE THE PIT IS AND TO WASH OUT THEIR TRUCKS IN THE PIT AND NO WHERE ELSE.
 - UNTON THE CONCRETE SETTING UP (CURING, DRYING OUT), THE CONCRETE WASTE SHALL BE REMOVED FROM THE PROJECT SITE AND DISPOSED OF PROPERLY BY THE CONTRACTOR. AFTER REMOVAL OF THE CONCRETE WASTE, THE WASH OUT PIT SHALL BE FILLED WITH CLEAN FILL MATERIAL AND COMPACTED TO IN-SITU CONDITIONS, OR AS DIRECTED BY THE PROJECT SPECIFICATIONS.
 - CONCRETE WASH OUT PITS SHALL NOT BE LOCATED DIRECTLY ADJACENT TO, NOR AT ANY TIME DRAIN INTO THE STORM SEWER SYSTEM OR ANY OTHER SMALL DITCH, OR WATERWAY.
 - CONSTRUCT ENTRY ROAD AND BOTTOM OF WASHOUT AREA TO SUPPORT EXPECTED LOADINGS FROM TRUCKS EQUIPMENT.

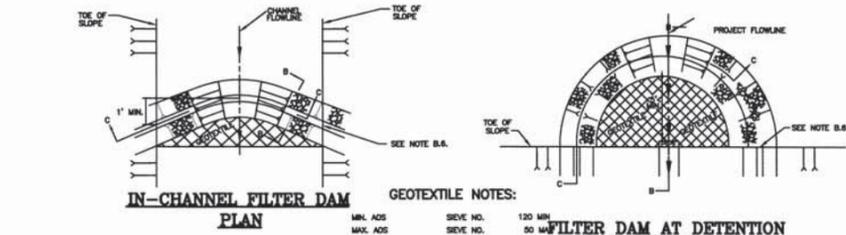
CONCRETE TRUCK WASHOUT AREA



ABOVE GROUND TEMP. VEHICLE & EQUIPMENT FUELING AREA WITH TANK

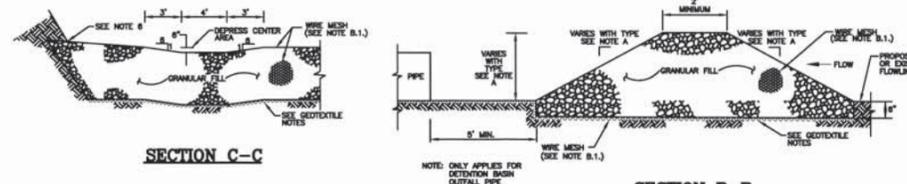


- GENERAL NOTES:**
- THE SIZE OF TANK FOUNDATION AREA DEPENDS ON THE SIZE OF ABOVE GROUND STORAGE TANK AND DISPENSER ASSEMBLY.
 - PROVIDE A MINIMUM OF 1 FOOT CLEARANCE TO THE EDGE OF THE CONCRETE CURB.
 - PROVIDE A MINIMUM SLOPE OF 1% TOWARD THE SUMP PIT.
 - INSTALL IMPERMEABLE LINER AS PER MANUFACTURER'S RECOMMENDATIONS.
 - DO NOT PLACE TANK OR SUMP DIRECTLY ON LINER.



IN-CHANNEL FILTER DAM PLAN

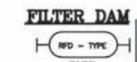
FILTER DAM AT DETENTION BASIN OUTFALL PIPE PLAN



SECTION C-C

SECTION B-B

- GENERAL NOTES:**
- CONSTRUCT FILTER DAMS ACCORDING TO THE FOLLOWING CRITERIA UNLESS SHOWN OTHERWISE ON THE PLANS.
 - TYPE 1 (NON-REINFORCED)
 - HEIGHT - 18-24 INCHES. MEASURE VERTICALLY FROM EXISTING GROUND TO TOP OF FILTER DAM.
 - TOP WIDTH - 2 FEET (MINIMUM).
 - SLOPES - 2:1 (MAXIMUM).
 - TYPE 2 (REINFORCED)
 - HEIGHT - 18-36 INCHES. MEASURE VERTICALLY FROM EXISTING GROUND TO TOP OF FILTER DAM.
 - TOP WIDTH - 2 FEET (MINIMUM).
 - SLOPES - 2:1 (MAXIMUM).
 - TYPE 3 (REINFORCED)
 - HEIGHT - 36-48 INCHES. MEASURE VERTICALLY FROM EXISTING GROUND TO TOP OF FILTER DAM.
 - TOP WIDTH - 2 FEET (MINIMUM).
 - SLOPES - 3:1 (MAXIMUM).
 - TYPE 4 (ROCK)
 - HEIGHT - 30 INCHES (MINIMUM). MEASURE VERTICALLY FROM EXISTING GROUND TO TOP OF FILTER DAM.
 - TOP WIDTH - 2 FEET (MINIMUM).
 - TYPE 5. AS SHOWN ON THE PLANS.
 - CONSTRUCT FILTER DAMS ACCORDING TO THE FOLLOWING CRITERIA UNLESS SHOWN OTHERWISE ON THE PLANS.
 - TYPE 2 AND 3 FILTER DAMS: SECURE WITH 20 GAUGE GALVANIZED WOVEN WIRE MESH WITH 1 INCH DIAMETER HEXAGONAL OPENINGS.
 - PLACE ON MESH TO HEIGHT AND SLOPES SHOWN ON PLANS OR AS SPECIFIED BY THE ENGINEER.
 - 3-5 INCHES FOR ROCK FILTER DAM TYPES 1,2, AND 4 AND 4-8 INCHES FOR ROCK FILTER DAM TYPE 3. REFER TO GRANULAR FILL IN SPECIFICATION SECTION NO. 02378-RIPRAP AND GRANULAR FILL.
 - WIRE MESH: FOLD AT UPSTREAM SIDE OVER GRANULAR FILL AND TIGHTLY SECURED TO ITSELF ON THE DOWNSTREAM SIDE USING WIRE TIES OR HOOD RINGS.
 - IN STREAMS: SECURE OR STAKE MESH TO STREAM BED PRIOR TO AGGREGATE PLACEMENT.
 - SEE SPECIFICATION SECTION NO. 02364-FILTER DAMS.
 - DIMED ONE FOOT MINIMUM INTO SLOPE AND RAISE ONE FOOT HIGHER THAN CENTER OF DEPRESSED AREA AT SLOPE.

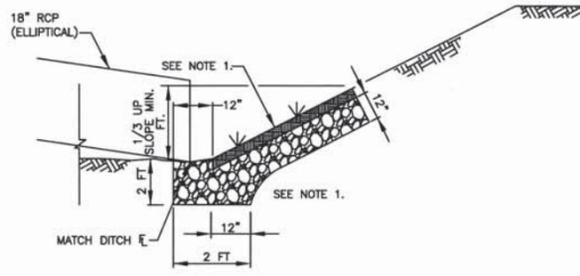


CONSTRUCTION NOTES:

- SET 1 INCH BY 2 INCH WOODEN STAKES SPACED A MAX OF 6 FEET APART AND EMBEDDED A MIN OF 12 INCHES.
- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POST WITH STAPLES.
- FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24 INCHES AT TOP AND MIDSECTION.
- MAXIMUM HEIGHT OF FILTER WITHIN THE DITCH WILL BE 8 INCHES LESS THAN THE TOP OF BANK.
- WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED 6 INCHES AT THE POST, AND FOLDED.

LEGEND

— REINFORCED FILTER FABRIC BARRIER



RIPRAP LINING DETAIL

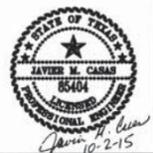
RIPRAP NOTE:

- RIPRAP SHALL BE PLACED IN ACCORDANCE WITH ITEM 493-RIPRAP. FILL RIPRAP VOIDS AND BURY RIPRAP A MINIMUM OF 6 INCHES WITH TOPSOIL ON SIDE SLOPE AS DIRECTED BY THE ENGINEER.

PROJ. # 14570 T:\2014\14570-6C JACK BROOKS PARK\C32-14570_SWPPP_DET.dwg Alan Pajimula

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: HOR: 1"=50'; VER: 1"=2'
 DATE: AUGUST 2015

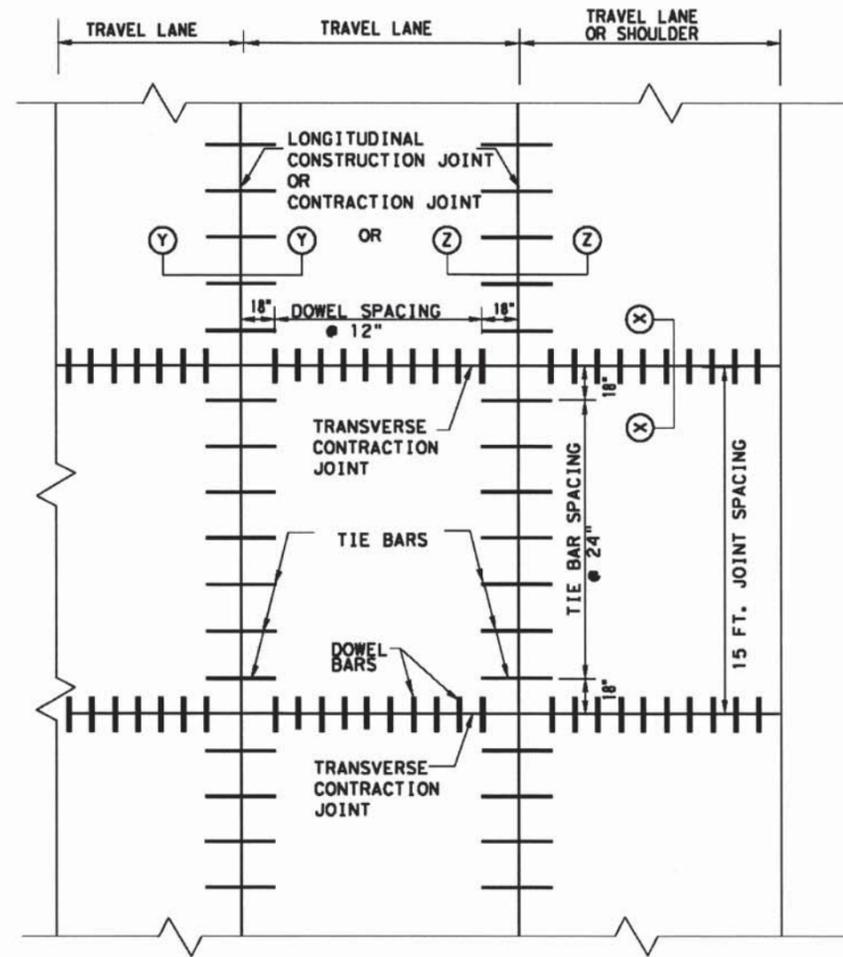
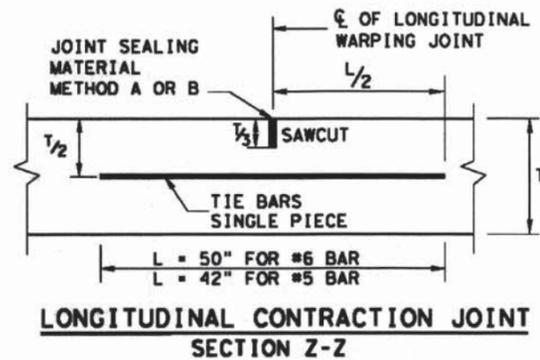
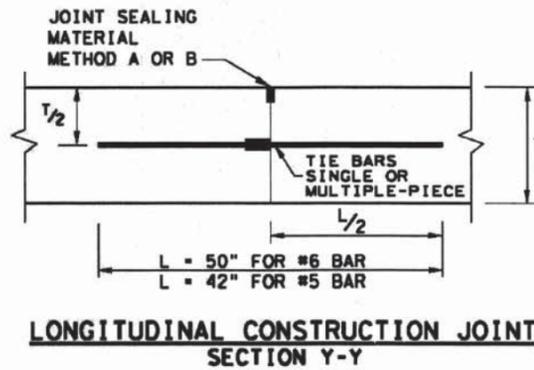
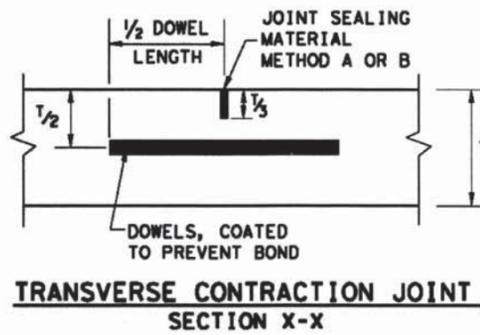


GALVESTON COUNTY ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION
 STORM WATER POLLUTION PREVENTION PLAN & RIPRAP DETAILS

SHEET **32**
 OF **38** SHEETS

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the consequences of this standard to other users or for incorrect results or damages resulting from its use.



TYPICAL PAVEMENT LAYOUT
PLAN VIEW (NOT TO SCALE)

SLAB THICKNESS T (IN.)	BAR DIA. AND LENGTH	AVERAGE SPACING (IN.)
6 to 7.5	1" X 18"	12
8 to 10	1 1/4" X 18"	12
>= 10.5	1 1/2" X 18"	12

SLAB THICKNESS T (IN.)	BAR SIZE	AVERAGE SPACING (IN.)
6 to 7.5	#5	24
>= 8	#6	24

GENERAL NOTES

1. DETAILS FOR PAVEMENT WIDTH, PAVEMENT THICKNESS AND THE CROWN CROSS-SLOPE SHALL BE SHOWN ELSEWHERE IN THE PLANS. PAVEMENTS WIDER THAN 100 FT. WITHOUT A FREE LONGITUDINAL JOINT ARE NOT COVERED BY THIS STANDARD.
2. FOR FURTHER INFORMATION REGARDING THE PLACEMENT OF CONCRETE AND LOAD TRANSFER DEVICES REFER TO THE GOVERNING SPECIFICATION FOR "CONCRETE PAVEMENT".
3. THE SPACING BETWEEN TRANSVERSE CONTRACTION JOINTS SHALL BE 15 FT. UNLESS OTHERWISE SHOWN IN THE PLANS.
4. TRANSVERSE CONSTRUCTION JOINTS MAY BE FORMED BY USE OF METAL OR WOOD FORMS EQUAL IN DEPTH TO THE DEPTH OF PAVEMENT, OR BY METHODS APPROVED BY THE ENGINEER.
5. USE HAND-OPERATED IMMERSION VIBRATORS TO CONSOLIDATE THE CONCRETE ADJACENT TO ALL THE FORMED JOINTS.
6. PAVEMENT WIDTHS OF MORE THAN 15 FT. SHALL HAVE A LONGITUDINAL JOINT (SECTION Z-Z OR SECTION Y-Y). THESE JOINTS SHALL BE LOCATED WITHIN 6 IN. OF THE LANE LINE UNLESS THE JOINT LOCATION IS SHOWN ELSEWHERE ON THE PLANS.
7. THE JOINT BETWEEN OUTSIDE LANE AND SHOULDER SHALL BE A LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z) UNLESS OTHERWISE SHOWN IN THE PLANS. THE SAW CUT DEPTH FOR THE LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z) SHALL BE ONE THIRD OF THE SLAB THICKNESS (T/3).
8. WHEN TYING CONCRETE GUTTER AT A LONGITUDINAL JOINT, THE TIE BAR LENGTH OR POSITION MAY BE ADJUSTED. PROVIDE 3 IN. OF CONCRETE COVER FROM THE BACK OF GUTTER TO THE END OF TIE BAR.
9. REPLACE MISSING OR DAMAGED TIE BARS WITHOUT ADDITIONAL COMPENSATION BY DRILLING MIN. 10 IN. DEEP AND GROUTING TIE BARS WITH TYPE III, CLASS C EPOXY. MEET THE PULL-OUT TEST REQUIREMENTS IN ITEM 361.
10. WHEN AN MONOLITHIC CURB IS SPECIFIED, THE JOINT IN THE CURB SHALL COINCIDE WITH PAVEMENT JOINTS AND MAY BE FORMED BY ANY MEANS APPROVED BY THE ENGINEER.
11. DOWEL BAR PLACEMENT TOLERANCE SHALL BE +/- 1/4 IN. HORIZONTALLY AND VERTICALLY UNLESS OTHERWISE SPECIFIED. WHERE DOWEL BAR BASKETS ARE USED, REMOVE THE SHIPPING WIRES.
12. THE DETAIL FOR JOINT SEALANT AND RESERVOIR IS SHOWN ON STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS."

SHEET 1 OF 2

Texas Department of Transportation
Design Division Standard

**CONCRETE PAVEMENT DETAILS
CONTRACTION DESIGN
T-6 TO 12 INCHES
CPCD-14**

FILE: cpcd14.dgn	DW: TxDOT	DW: HC	DW: HC	CRJ: AN
© TxDOT: DECEMBER 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS		DIST	COUNTY	SHEET NO.

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C33-14570_CPCD-14-1.dwg Carlos Heredia

NO.	REVISION	BY	DATE	DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:	SCALE:	DATE:
				A.P.	D.E.	JAVIER CASAS, P.E.	JAVIER CASAS, P.E.		AUGUST 2015

GALVESTON COUNTY
ENGINEERING DEPARTMENT

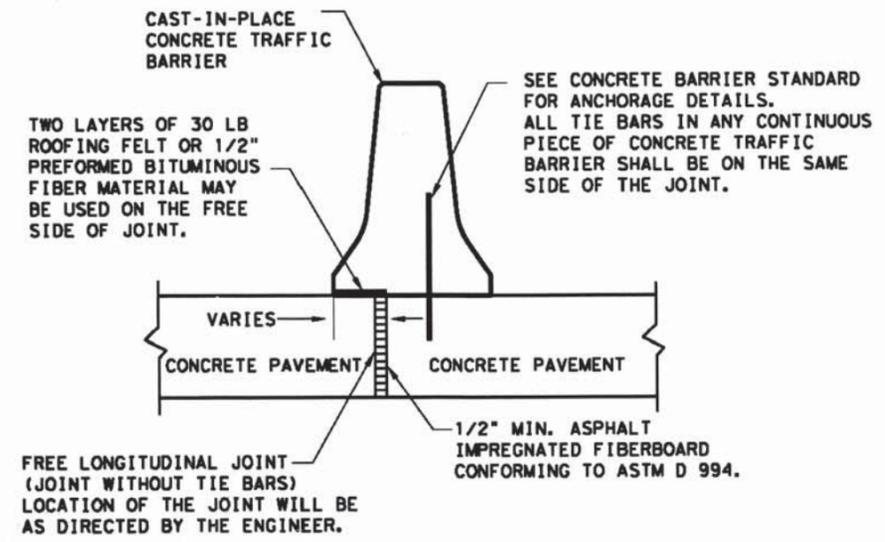
JACK BROOKS PARK ROAD RECONSTRUCTION

CPCD-14 SHEET 1

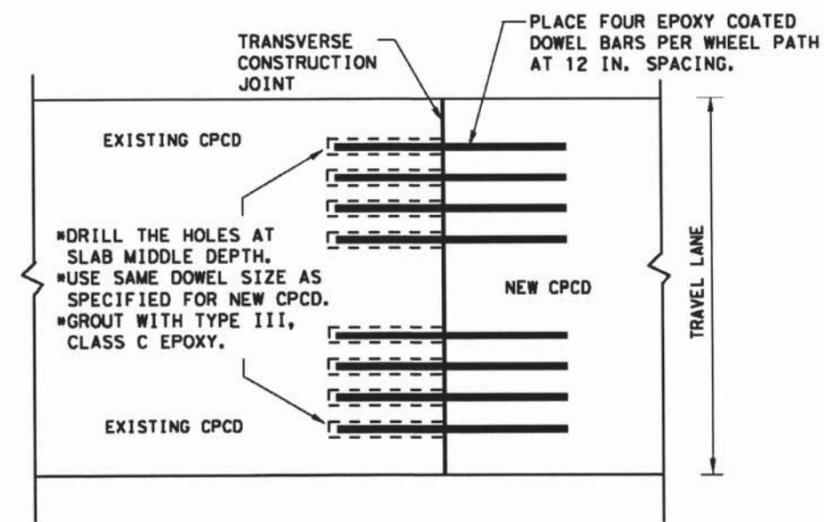
SHEET 33

OF 38 SHEETS

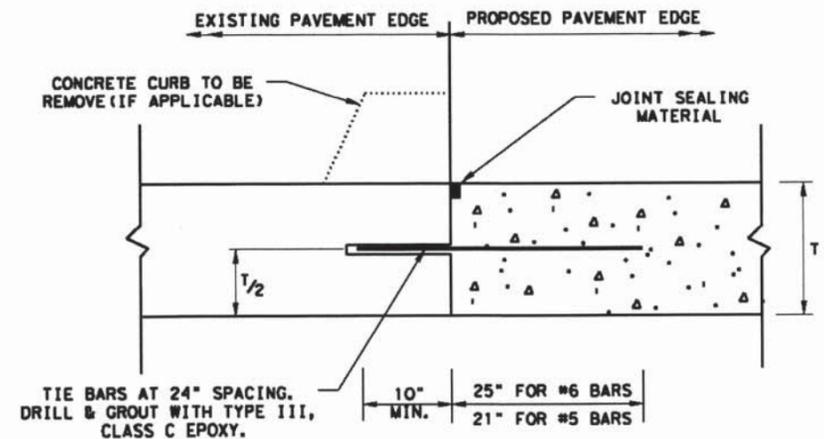
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for incorrect results or damages resulting from its use.



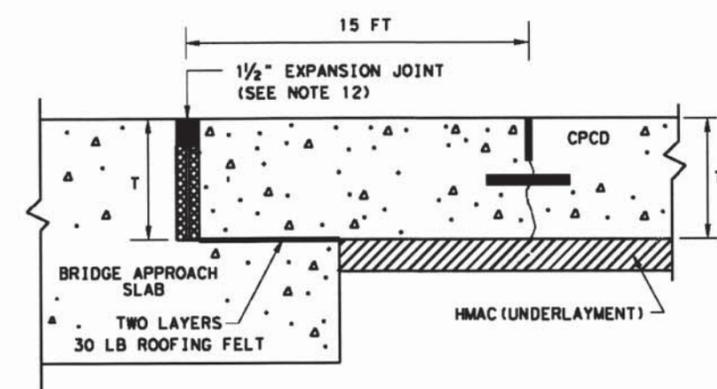
FREE LONGITUDINAL JOINT DETAIL



**TRANSVERSE JOINT DETAIL
EXISTING CPCD TO NEW CPCD
PLAN VIEW (NOT TO SCALE)**



LONGITUDINAL WIDENING JOINT DETAIL



**TRANSVERSE EXPANSION JOINT DETAIL
AT BRIDGE APPROACH**

- BEFORE WIDENING WORK, DEMONSTRATE THAT THE BOND STRENGTH OF THE EPOXY-GROUTED TIE BARS MEETS THE REQUIREMENTS OF PULL-OUT TEST SPECIFIED IN ITEM 361.
- SPACE TIE BARS AT 24" SPACING. USE #6 BARS FOR 8" AND THICKER SLABS, USE #5 BARS FOR LESS THAN 8" THICK SLABS.
- THE TRANSVERSE JOINTS OF PROPOSED PAVEMENT SHALL COINCIDE WITH EXISTING PAVEMENT JOINTS UNLESS OTHERWISE SHOWN ON THE PLANS.

SHEET 2 OF 2

		Design Division Standard	
CONCRETE PAVEMENT DETAILS CONSTRUCTION DESIGN T-6 to 12 INCHES CPCD-14			
FILE: cpcd14.dgn	DW: TxDOT	DW: HC	CR: AN
© TxDOT: DECEMBER 2014	CONT	SECT	JOB
REVISIONS	DIST	COUNTY	SHEET NO.

PROJ. # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C34-14570_CPCD-14-2.dwg Carlos Heredia

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: _____
 DATE: AUGUST 2015

**GALVESTON COUNTY
ENGINEERING DEPARTMENT**

JACK BROOKS PARK ROAD RECONSTRUCTION

CPCD-14 SHEET 2

SHEET **34**
 OF **38** SHEETS

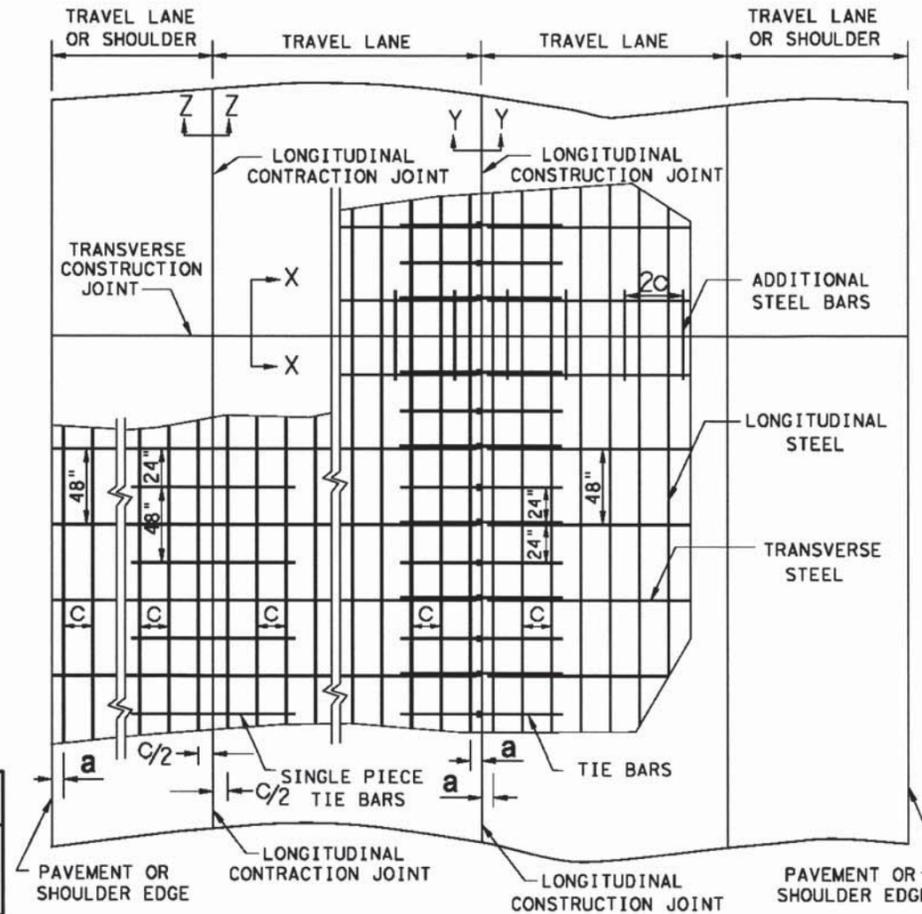
PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C35-14570_CROP(1) -13-1.dwg Carlos Heredia

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:

SLAB THICKNESS AND BAR SIZE		REGULAR STEEL BARS	FIRST SPACING AT EDGE OR JOINT	ADDITIONAL STEEL BARS AT TRANSVERSE CONSTRUCTION JOINT (SECTION X-X)	
T (IN.)	BAR SIZE	SPACING C (IN.)	SPACING a (IN.)	SPACING 2 x c (IN.)	LENGTH L (IN.)
7.0	#5	6.5	3 TO 4	13	50
7.5	#5	6.0	3 TO 4	12	50
8.0	#6	9.0	3 TO 4	18	50
8.5	#6	8.5	3 TO 4	17	50
9.0	#6	8.0	3 TO 4	16	50
9.5	#6	7.5	3 TO 4	15	50
10.0	#6	7.0	3 TO 4	14	50
10.5	#6	6.75	3 TO 4	13.5	50
11.0	#6	6.5	3 TO 4	13	50
11.5	#6	6.25	3 TO 4	12.5	50
12.0	#6	6.0	3 TO 4	12	50
12.5	#6	5.75	3 TO 4	11.5	50
13.0	#6	5.5	3 TO 4	11	50

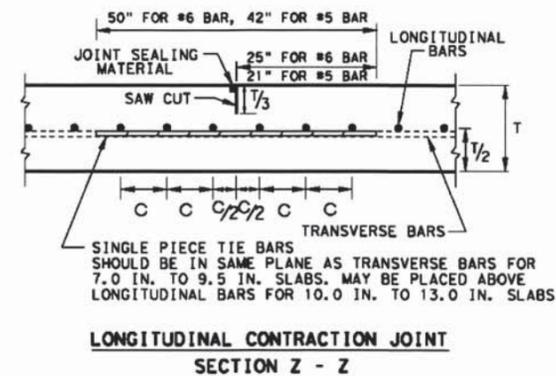
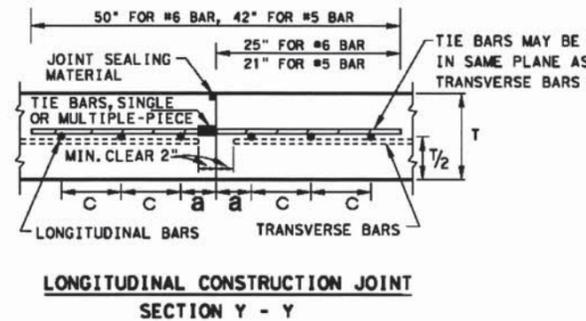
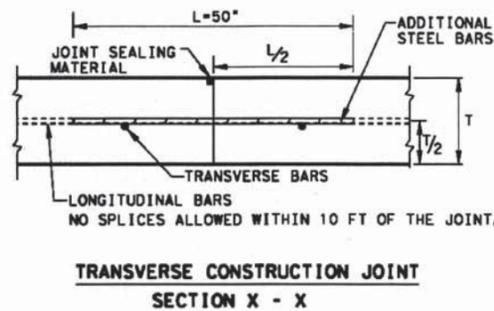
SLAB THICKNESS (IN.)	TRANSVERSE STEEL		TIE BARS AT LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z)		TIE BARS AT LONGITUDINAL CONSTRUCTION JOINT (SECTION Y-Y)	
	BAR SIZE	SPACING (IN.)	BAR SIZE	SPACING (IN.)	BAR SIZE	SPACING (IN.)
7.0 - 7.5	#5	48	#5	48	#5	24
8.0 - 13.0	#5	48	#6	48	#6	24



TYPICAL PAVEMENT LAYOUT
PLAN VIEW (NOT TO SCALE)

GENERAL NOTES

1. DETAILS FOR PAVEMENT WIDTH, PAVEMENT THICKNESS AND THE CROWN CROSS-SLOPE SHALL BE SHOWN ELSEWHERE IN THE PLANS. PAVEMENTS WIDER THAN 100 FT. WITHOUT A FREE LONGITUDINAL JOINT ARE NOT COVERED BY THIS STANDARD.
2. USE COARSE AGGREGATES TO PRODUCE CONCRETE WITH A COEFFICIENT OF THERMAL EXPANSION (CTE) NOT MORE THAN 5.5×10^{-6} IN/IN/°F.
3. ALL THE REINFORCING STEEL AND TIE BARS SHALL BE DEFORMED STEEL BARS CONFORMING TO ASTM A 615 (GRADE 60) OR ASTM A 996 (GRADE 60) OR ABOVE. STEEL BAR SIZES AND SPACINGS SHALL CONFORM TO TABLE NO.1 AND TABLE NO.2.
4. WHEN LOW CTE CONCRETE (NOT MORE THAN 4.0×10^{-6} IN/IN/°F) IS PRODUCED. TABLE NO.1A MAY BE USED FOR LONGITUDINAL STEEL AS APPROVED BY THE ENGINEER.
5. STEEL BAR PLACEMENT TOLERANCE SHALL BE +/- 1 IN. HORIZONTALLY AND +/- 0.5 IN. VERTICALLY. CALCULATED AVERAGE BAR SPACING (CONCRETE PLACEMENT WIDTH / NUMBER OF LONGITUDINAL BARS) SHALL CONFORM TO TABLE NO.1 OR TABLE NO.1A.
6. PAVEMENT WIDTHS OF MORE THAN 15 FT. SHALL HAVE A LONGITUDINAL JOINT (SECTION Z-Z OR SECTION Y-Y). THESE JOINTS SHALL BE LOCATED WITHIN 6 IN. OF THE LANE LINE UNLESS THE JOINT LOCATION IS SHOWN ELSEWHERE ON THE PLANS.
7. THE SAW CUT DEPTH FOR THE LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z) SHALL BE ONE THIRD OF THE SLAB THICKNESS (T/3).
8. WHEN TYING CONCRETE GUTTER AT A LONGITUDINAL JOINT, THE TIE BAR LENGTH OR POSITION MAY BE ADJUSTED. PROVIDE 3 IN. OF CONCRETE COVER FROM THE BACK OF GUTTER TO THE END OF TIE BAR.
9. REPLACE MISSING OR DAMAGED TIE BARS WITHOUT ADDITIONAL COMPENSATION BY DRILLING MIN. 10 IN. DEEP AND GROUTING TIE BARS WITH TYPE III, CLASS C EPOXY. MEET THE PULL-OUT TEST REQUIREMENTS IN ITEM 361.
10. OMIT TIE BARS LOCATED WITHIN 18 IN. OF THE TRANSVERSE CONSTRUCTION JOINTS (SECTION X-X). USE HAND-OPERATED IMMERSION VIBRATORS TO CONSOLIDATE THE CONCRETE ADJACENT TO ALL FORMED JOINTS.
11. LONGITUDINAL REINFORCING STEEL SPLICES SHALL BE A MINIMUM OF 25 IN. STAGGER THE LAP LOCATIONS SO THAT NO MORE THAN 1/3 OF THE LONGITUDINAL STEEL IS SPLICED IN ANY GIVEN 12-FT. WIDTH AND 2-FT. LENGTH OF THE PAVEMENT.
12. THE DETAIL FOR THE JOINT SEALANT AND RESERVOIR IS SHOWN ON STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS."



SHEET 1 OF 2

		Design Division Standard	
CONTINUOUSLY REINFORCED CONCRETE PAVEMENT ONE LAYER STEEL BAR PLACEMENT T - 7 TO 13 INCHES CRCP (1) - 13			
FILE: crop113.dgn	DATE: October 2013	CHK: AN	APP: HC
CON: TxDOT	SEC: 1	JOB:	HIGHWAY:
REVISIONS 10/10/2011 ADD GR #12 04/05/2013 REMOVE #1 AND 4.5" ADD CTE REQUIREMENTS			
DIST:	COUNTY:	SHEET NO.:	

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: _____
 DATE: AUGUST 2015

GALVESTON COUNTY
ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION

CRCP-(1)-13 SHEET 1

SHEET 35

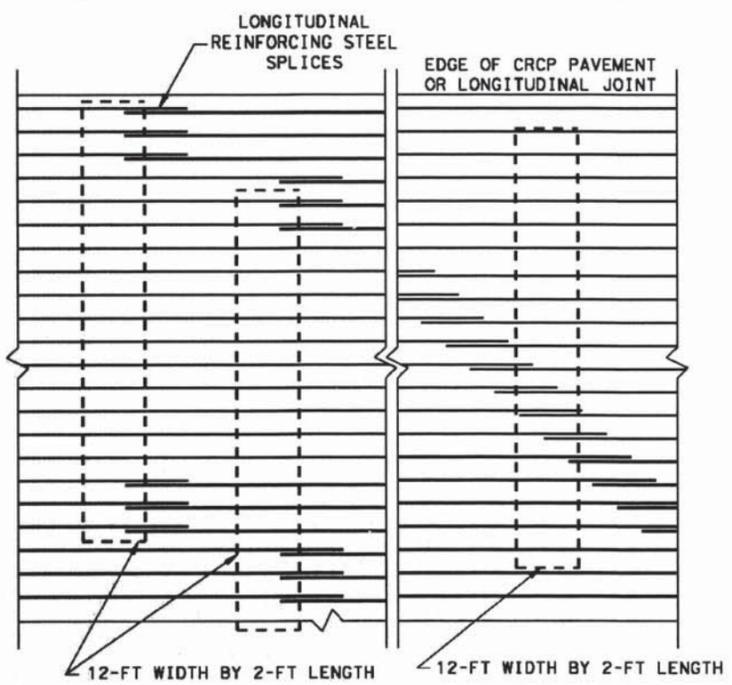
OF 38 SHEETS

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C36-14570_CRCP(1)-13-2.dwg Carlos Heredia

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for inaccuracy resulting from its use.

TABLE NO.1A LONGITUDINAL STEEL FOR LOW CTE CONCRETE AS APPROVED BY THE ENGINEER

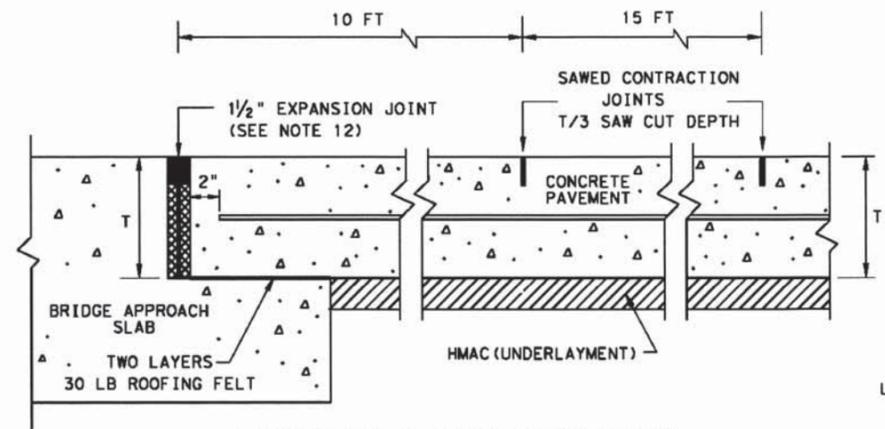
SLAB THICKNESS AND BAR SIZE		REGULAR STEEL BARS	FIRST SPACING AT EDGE OR JOINT	ADDITIONAL STEEL BARS AT TRANSVERSE CONSTRUCTION JOINT (SECTION X-X)	
T (IN.)	BAR SIZE	SPACING C (IN.)	SPACING a (IN.)	SPACING 2 x c (IN.)	LENGTH L (IN.)
7.0	#5	7.5	3 TO 4	15	50
7.5	#5	7.0	3 TO 4	14	50
8.0	#6	10.0	3 TO 4	20	50
8.5	#6	9.5	3 TO 4	19	50
9.0	#6	9.0	3 TO 4	18	50
9.5	#6	8.5	3 TO 4	17	50
10.0	#6	8.0	3 TO 4	16	50
10.5	#6	7.5	3 TO 4	15	50
11.0	#6	7.0	3 TO 4	14	50
11.5	#6	6.75	3 TO 4	13.5	50
12.0	#6	6.50	3 TO 4	13	50
12.5	#6	6.25	3 TO 4	12.5	50
13.0	#6	6.0	3 TO 4	12	50



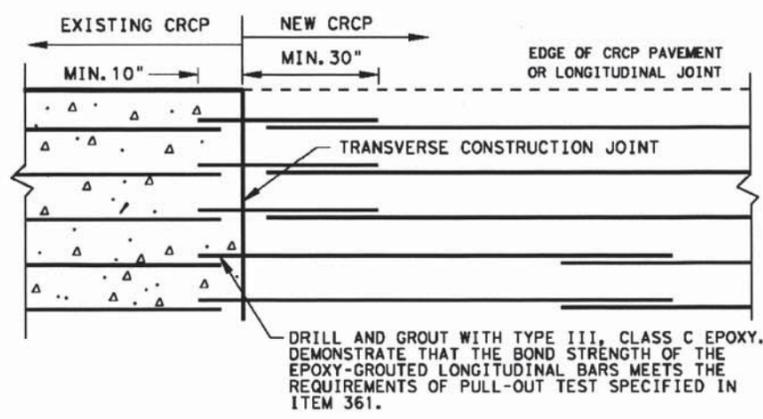
STAGGER THE LAP LOCATIONS SO THAT NO MORE THAN 1/3 OF THE LONGITUDINAL STEEL IS SPLICED IN ANY GIVEN 12-FT. WIDTH AND 2-FT. LENGTH OF THE PAVEMENT. ANY OTHER LAP CONFIGURATION MEETING THIS REQUIREMENT WILL BE ALLOWED.

EXAMPLES OF LAP CONFIGURATION
PLAN VIEW (NOT TO SCALE)

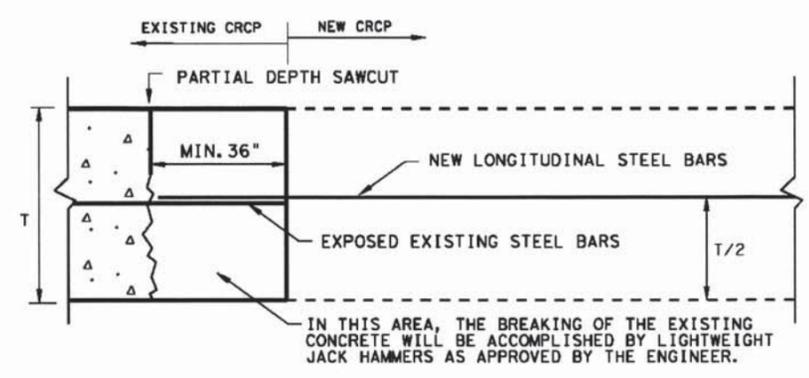
DATE: FILE:



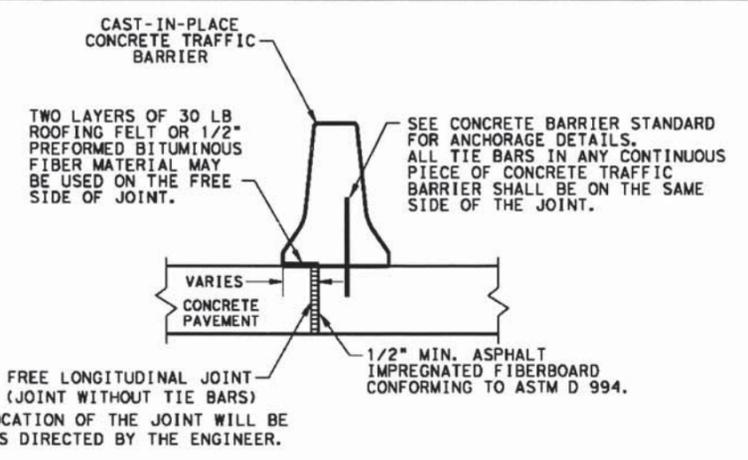
TRANSVERSE EXPANSION JOINT DETAIL AT BRIDGE APPROACH



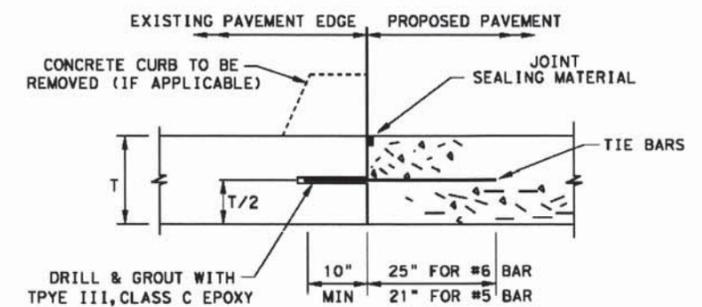
OPTION A: DRILL AND EPOXY
PLAN VIEW (NOT TO SCALE)



OPTION B: BREAKBACK AND LAP
TRANSVERSE TIE JOINT DETAIL
EXISTING CRCP TO NEW CRCP



FREE LONGITUDINAL JOINT DETAIL



1. BEFORE WIDENING WORK, DEMONSTRATE THAT THE BOND STRENGTH OF THE EPOXY-GROUTED TIE BARS MEETS THE REQUIREMENTS OF PULL-OUT TEST SPECIFIED IN ITEM 361.
2. SPACE TIE BARS AT 24" SPACING. USE #6 TIE BARS FOR 8" AND THICKER SLABS, USE #5 TIE BARS FOR LESS THAN 8" THICK SLABS.

LONGITUDINAL WIDENING JOINT DETAIL

SHEET 2 OF 2

Texas Department of Transportation Design Division Standard

CONTINUOUSLY REINFORCED CONCRETE PAVEMENT
ONE LAYER STEEL BAR PLACEMENT
T - 7 TO 13 INCHES
CRCP(1)-13

FILE: crcp113.dgn	DWG TxDOT	CHK AN	DRW HC/VP	CHK RM
© TxDOT October 2013	CONT	SECT	JOB	HIGHWAY
REVISIONS		DIST	COUNTY	SHEET NO.

NO.	REVISION	BY	DATE	DRAWN BY: A.P.
				DESIGNED BY: D.E.
				CHECKED BY: JAVIER CASAS, P.E.
				APPROVED BY: JAVIER CASAS, P.E.
				SCALE: _____
				DATE: AUGUST 2015

GALVESTON COUNTY
ENGINEERING DEPARTMENT

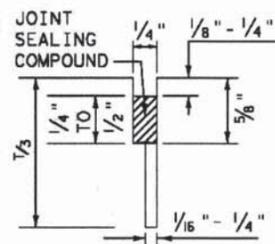
JACK BROOKS PARK ROAD RECONSTRUCTION

CRCP-(1)-13 SHEET 2

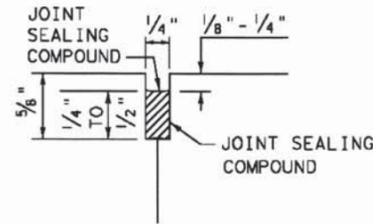
SHEET 36
OF 38 SHEETS

DISCLAIMER: This standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

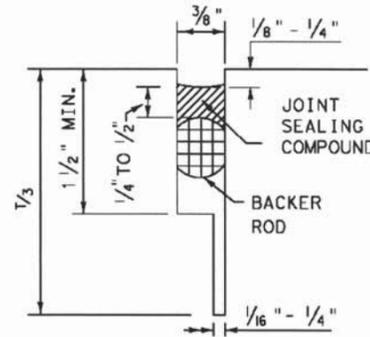
METHOD B: JOINT SEALING COMPOUND



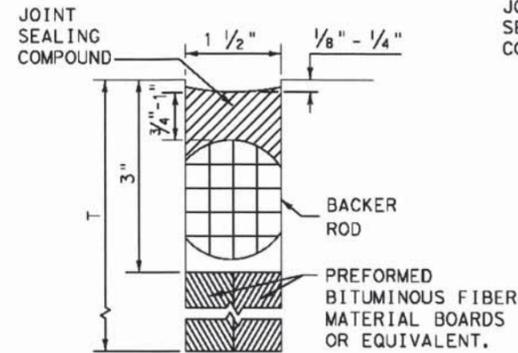
LONGITUDINAL SAWED CONTRACTION JOINT



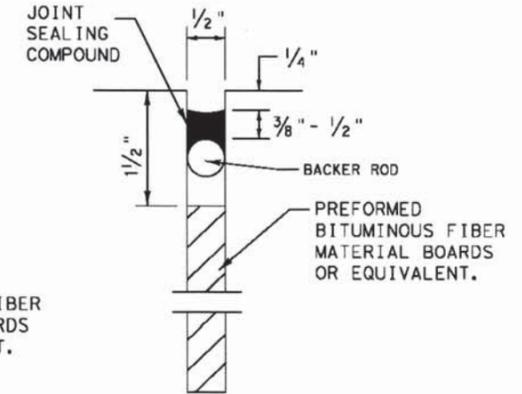
LONGITUDINAL OR TRANSVERSE CONSTRUCTION JOINT



TRANSVERSE SAWED CONTRACTION JOINT

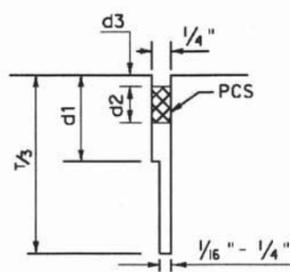


TRANSVERSE FORMED EXPANSION JOINT

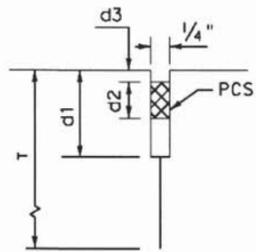


FORMED ISOLATION JOINT

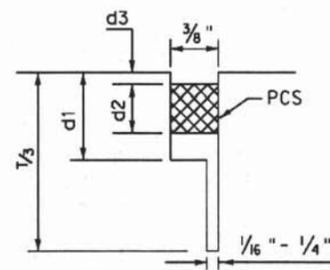
METHOD A: PREFORMED COMPRESSION SEALS (PCS) (DMS-6310 CLASS 6)



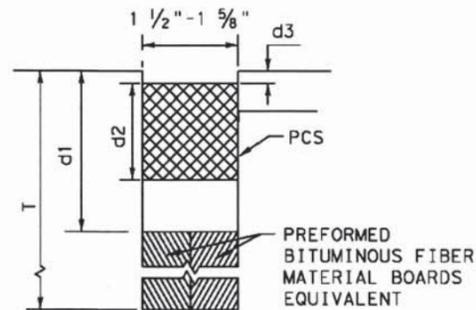
LONGITUDINAL SAWED CONTRACTION JOINT



LONGITUDINAL CONSTRUCTION JOINT



TRANSVERSE SAWED CONTRACTION JOINT



TRANSVERSE FORMED EXPANSION JOINT

GENERAL NOTES

- UNLESS OTHERWISE SHOWN IN THE PLANS, EITHER METHOD "A" OR METHOD "B" MAY BE USED.
- THE LOCATION OF JOINTS SHALL BE AS SHOWN ELSEWHERE IN THE PLANS.
- THE JOINT RESERVOIR FOR SEALANT OR PCS SHALL BE SAWED UNLESS OTHERWISE SHOWN ON THE PLANS FOR THE LONGITUDINAL AND TRANSVERSE CONSTRUCTION JOINTS AND THE SAWED JOINTS.
- DIMENSIONS d1, d2, AND d3 SHOWN IN METHOD A SHALL BE IN ACCORDANCE WITH THE PREFORMED COMPRESSION SEAL MANUFACTURER'S RECOMMENDATION.
- REFER TO DMS-6310 "JOINT SEALANTS AND FILLERS" FOR THE CLASSIFICATIONS.
- FOR SAWED LONGITUDINAL JOINT, LONGITUDINAL OR TRANSVERSE CONSTRUCTION JOINT, USE JOINT SEALANT CLASS 5 OR 8 UNLESS OTHERWISE SHOWN ON THE PLAN OR APPROVED.
- FOR TRANSVERSE SAWED CONTRACTION, TRANSVERSE FORMED EXPANSION JOINT, AND ISOLATION JOINT USE JOINT SEALANT CLASS 5 OR 8 AT NEW JOINTS. USE JOINT SEALANT CLASS 4, 5, 7, OR 8 FOR MAINTAINING EXISTING JOINTS.
- THE JOINTS SHALL BE CLEANED IN ACCORDANCE WITH THE ITEM 438 "CLEANING AND SEALING JOINTS" OR ITEM 713 "CLEANING AND SEALING JOINTS AND CRACKS (CONCRETE PAVEMENT)".
- ISOLATION JOINTS ACCOMMODATE HORIZONTAL AND VERTICAL MOVEMENTS THAT OCCUR BETWEEN A PAVEMENT AND A STRUCTURE. ISOLATION JOINTS MAY BE USED FOR BRIDGE ABUTMENTS, INTERSECTIONS, CURB AND GUTTER, OLD AND NEW PAVEMENTS, OR AROUND DRAINAGE INLETS, MANHOLES, FOOTINGS AND LIGHTING STRUCTURES.

		Design Division Standard	
CONCRETE PAVING DETAILS JOINT SEALS JS-14			
FILE: js14.dgn	DRN: TxDOT	DRN: HC	CHK: AN
© TxDOT: DECEMBER 2014	CONT: SECT	JOB:	HIGHWAY:
REVISIONS			
	DIST:	COUNTY:	SHEET NO.:

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\37-14570-JS-14.dwg Carlos Heredia

NO.	REVISION	BY	DATE

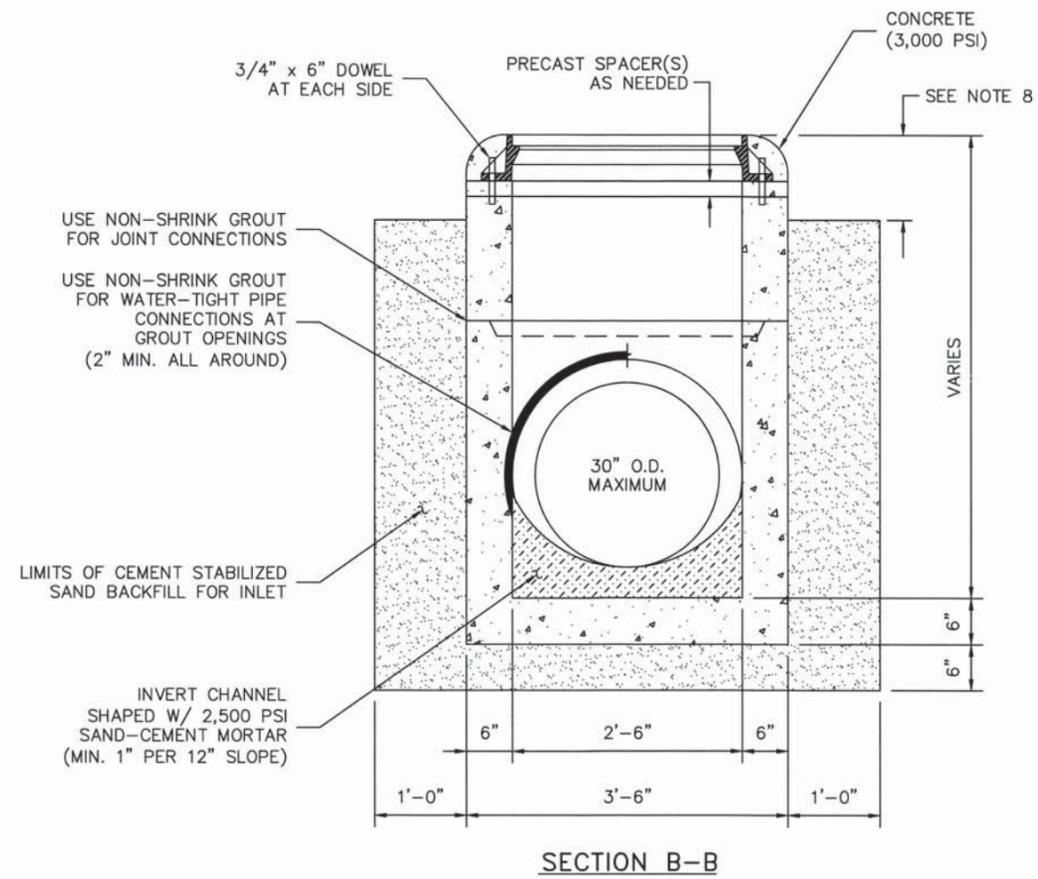
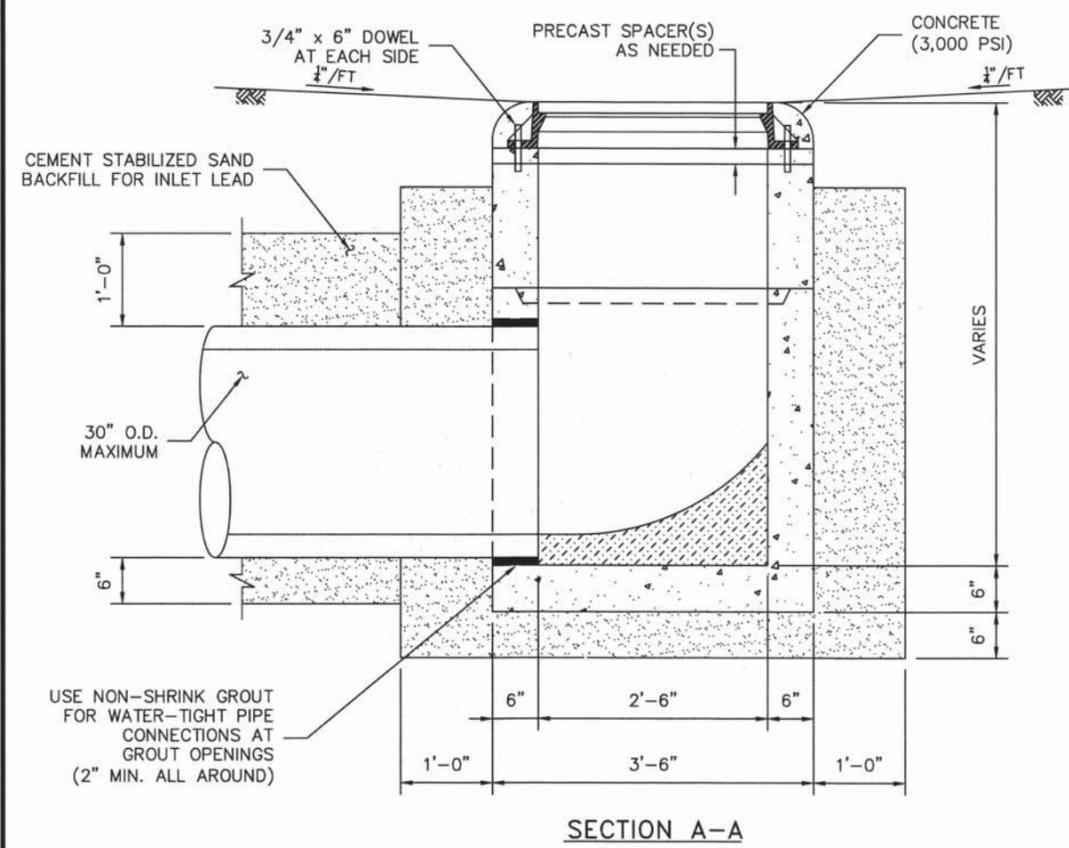
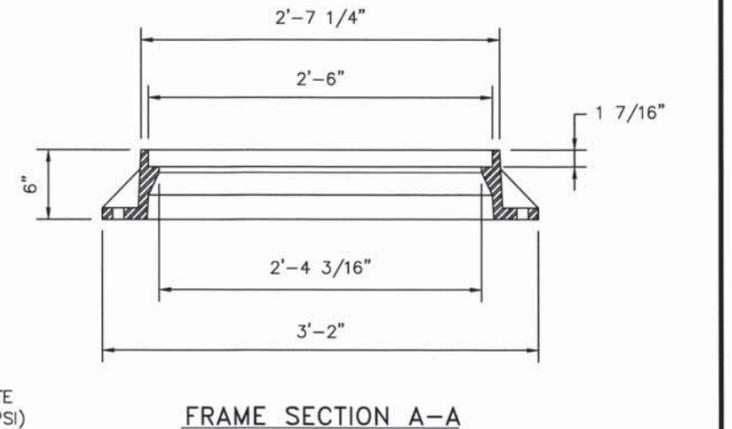
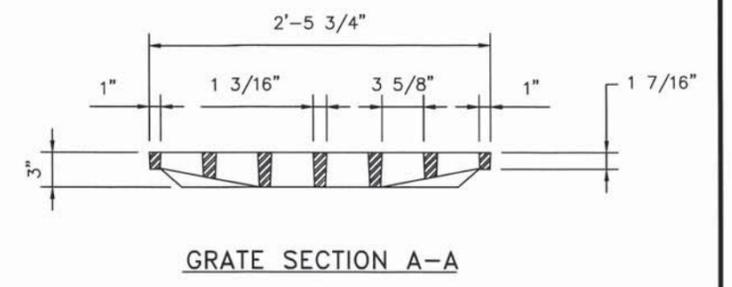
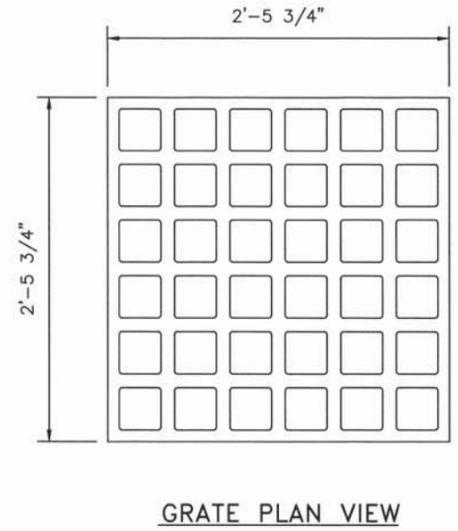
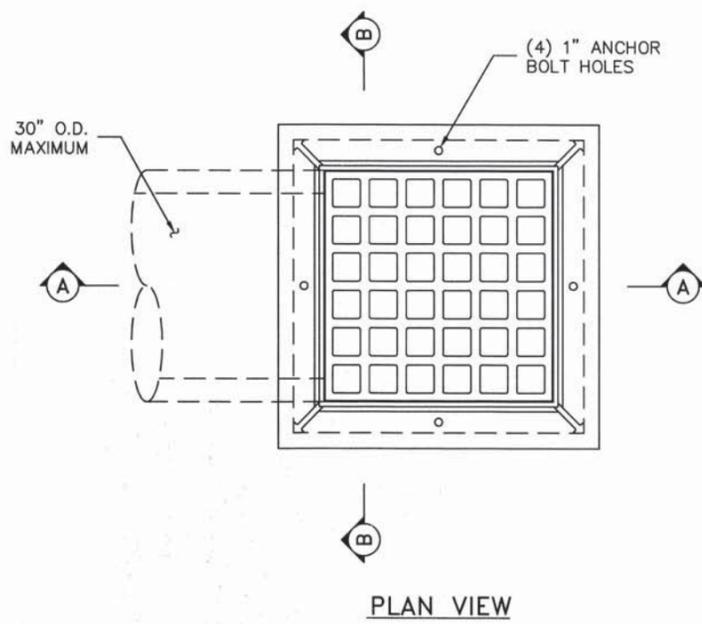
DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: _____
 DATE: AUGUST 2015

GALVESTON COUNTY
ENGINEERING DEPARTMENT

JACK BROOKS PARK ROAD RECONSTRUCTION

JS-14 DETAIL

SHEET 37
 OF 38 SHEETS



GENERAL NOTES:

1. CONSTRUCTION AND MATERIALS SHALL MEET REQUIREMENTS OF ITEM 472 "INLETS".
2. CONCRETE FOR INLET: MINIMUM 4,000 PSI IN 28 DAYS
3. PRECAST STRUCTURE TO MEET ASTM C913
4. FRAME AND GRATE SHALL BE EAST JORDAN IRON WORKS MODEL V-4880-1 (OPEN AREA 473 SQ. IN.) OR APPROVED EQUAL.
5. SHOP DRAWINGS SHALL BE REQUIRED FOR PRECAST CONSTRUCTION OF INLET.
6. KNOCK-OUTS ARE NOT PERMISSIBLE FOR PRECAST CONSTRUCTION OF INLET.
7. CEMENT STABILIZED SAND SHALL EXTEND TO THE BOTTOM OF PAVEMENT OR SLOPE PAVING, OR 12 INCHES BELOW THE SURFACE IF INLET IS LOCATED IN AN UNPAVED AREA.

PROJ # 14570 \\SERVER\Contract Work\2014\14570-GC JACK BROOKS PARK\C38-14570_TYPE A INLET.dwg Carlos Heredia

NO.	REVISION	BY	DATE

DRAWN BY: A.P.
 DESIGNED BY: D.E.
 CHECKED BY: JAVIER CASAS, P.E.
 APPROVED BY: JAVIER CASAS, P.E.
 SCALE: _____
 DATE: AUGUST 2015



**GALVESTON COUNTY
ENGINEERING DEPARTMENT**