THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

June 3, 2015

RE: ADDENDUM #1
Bid #B151017, Lee & Joe Jamail Bay Park

To All Prospective Proposers,

The following information is being provided to aid in preparation of your proposal submittal(s): The solicitation opening date has been changed to the following:

OPENING DATE:
Bid #B151017, Lee & Joe Jamail Bay Park originally scheduled to be opened on Thursday, June 4, 2015 at 2:00 P.M has been re-scheduled. The new deadline for submitting a proposal is as follows:

Date: Thursday, June 18, 2015
Time: 2:00 P.M.

Please send bid submittals to:
Galveston County Purchasing Agent
Attention: Rufus Crowder, CPPO CPPB
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550

As a reminder, all questions regarding this proposal must be submitted in writing to:

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent,
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: rufus.crowder@co.galveston.tx.us

Please excuse us for any inconvenience that this may have caused.

Sincerely,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

ADDENDUM NO. 1

TO

LEE & JOE JAMAIL BAY PARK

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

GALVESTON COUNTY, TEXAS

BID # B151017

1. To accommodate a change in the bid opening from June 4, 2015 to June 18, 2015 and a change in how specifications can be obtained, delete the Invitation to Bid pages 9 and 10 of 159 and substitute the revised Invitation to Bid pages 9 and 10 of 159.

2. To accommodate a change in the bid opening from June 4, 2015 to June 18, 2015, delete the General Provisions pages 11 through 32 of 159 and substitute the revised General Provisions pages 11 through 32 of 159.

3. To accommodate a change in Time of Completion, delete page 66 of 159 and substitute the revised page 66 of 159.

4. To accommodate a change in Time of Completion, delete page 72 of 159 and substitute the revised page 72 of 159.

No other changes are hereby made to the Contract Documents, Technical Specifications, and Drawings at this time.

STATE OF TEXAS
KRISTIN L. LANDRY
100074
LICENSED
PROFESSIONAL ENGINEER

Kristin L. Landry 6-4-15

Kristin L. Landry, P.E. Date
AECOM Technical Services, Inc.
TBPE Reg. No. F-3580

ITB #B151017
OPEN: 06/18/2015
TIME: 2:00 P.M.

INVITATION TO BID
LEE & JOE JAMAIL BAY PARK
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **2:00 P.M. CST,** on **06/18/2015** 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 2:00 P.M. CST on the specified date will be returned unopened.**

Purpose:

All proposals must be marked on the outside of the envelope:
ITB #B151017
LEE & JOE JAMAIL BAY PARK

Bidders name, return address, and the enclosed label should be prominently displayed on the bid package for identification purposes.

Specifications can be obtained on application at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550; by visiting the Galveston County website @ http://www.galvestoncountytx.gov/pu/Pages/OpenSolicitations.aspx; or by visiting www.civcastusa.com: search keyword B151017. Bidders must register on the CivCast website in order to view and/or download specifications for this project. There is NO charge to view or download documents. Contact CivCast at (281) 376-4577 for assistance in ordering documents or contact the AECOM Bid Center at (713) 267-2731 for any assistance needed. If the bidding documents are not immediately available for download, they will be available for review at the office of the Engineer, located at 5444 Westheimer Road, Suite 200, Houston, Texas 77056.

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.

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.

Bonding Requirements:

- BID GUARANTEE: Evidencing its firm commitment to engage in the contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a Cashier's Check, or an acceptable Bidder's Bond in the amount of fiver percent (5%) of the total contract price. The Bidder's Bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid guarantee in the proper form and amount, by the time set for opening of bids may be cause or rejection of the bid.

- PERFORMANCE AND PAYMENT BONDS
  Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety 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 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

LEE & JOE JAMAIL BAY PARK
GALVESTON COUNTY, TEXAS

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GENERAL PROVISIONS
LEE & JOE JAMAIL BAY PARK
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
LEE & JOE JAMAIL BAY PARK
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
LEE & JOE JAMAIL BAY PARK
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.

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 by Bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

GENERAL PROVISIONS
LEE & JOE JAMAIL BAY PARK
GALVESTON COUNTY, TEXAS

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.

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.

GENERAL PROVISIONS
LEE & JOE JAMAIL BAY PARK
GALVESTON COUNTY, TEXAS

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
LEE & JOE JAMAIL BAY PARK
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
LEE & JOE JAMAIL BAY PARK
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.

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.

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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 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.

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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 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,

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

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 amount of the contract. The required payment and performance bonds must each be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

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.

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**

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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.

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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 77550Fax: (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

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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.

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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:

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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 therefof.

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

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

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

To the County at:

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

With copies to:

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

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

To the Contractor at:

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

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.

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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
LEE & JOE JAMAIL BAY PARK
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, 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**

GENERAL PROVISIONS
LEE & JOE JAMAIL BAY PARK
GALVESTON COUNTY, TEXAS

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.

End of General Provision Section

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Contract Award (continued)

Sections I (Invitation to Bid; General Provisions; Vendor Qualification Packet; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, [including Addenda]; Wage Rates & AIA Forms), IV (General Terms and Conditions; Debarment Acknowledgement Form), 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 270 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 ___/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 _____.

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

LIQUIDATED DAMAGES

Liquidated damages in the amount of __One Thousand__ dollars ($_1,000_) 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 __270__ 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 at this time is applicable to the boat docks. 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.

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

June 12, 2015

RE: ADDENDUM #2
Bid #B151017, Lee & Joe Jamail Bay Park

To All Prospective Bidders,

The following information is being provided to aid in preparation of your bid submittal(s):

PRE-BID CONFERENCE:
A *non-mandatory* pre-bid conference will be held on Wednesday, June 17, 2015 at 10:00 A.M., at the Galveston County Purchasing Department located in the Galveston County Courthouse, 722 Moody Avenue, (21st Street), Floor 5, Galveston, Texas 77550. Due to the complexity of the project, it is requested that all parties interested in bidding on the project be represented for clarification purposes.

OPENING DATE:
Bid #B151017, Lee & Joe Jamail Bay Park scheduled to be opened on Thursday, June 18, 2015 at 2:00 P.M., has been re-scheduled. The new deadline for submitting bids is as follows:

Date: Thursday, July 9, 2015
Time: 2:00 P.M.

Please send bid submittals to:
Galveston County Purchasing Agent
Attention: Rufus Crowder, CPPO CPPB
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550

As a reminder, all questions regarding this proposal must be submitted in writing in accordance with the instructions mentioned in the attached addendum pages.

Please excuse us for any inconvenience that this may have caused.

Sincerely,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

ADDENDUM NO. 2

TO

LEE & JOE JAMAIL BAY PARK

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

GALVESTON COUNTY, TEXAS

BID # B151017

1. To accommodate a change in the bid opening from June 18, 2015 to July 9, 2015, scheduling of a pre-bid meeting, and other changes, delete the Invitation to Bid pages 9 and 10 of 159 and substitute the revised Invitation to Bid pages 9 and 10 of 159.

2. To accommodate a change in the bid opening from June 18, 2015 to July 9, 2015, delete the General Provisions pages 11 through 32 of 159 and substitute the revised General Provisions pages 11 through 32 of 159.

No other changes are hereby made to the Contract Documents, Technical Specifications, and Drawings at this time.

STATE OF TEXAS
KRISTIN L. LANDRY
100074
LICENSED
PROFESSIONAL ENGINEER

Kristin L. Landry

Kristin L. Landry, P.E.
AECOM Technical Services, Inc.
TBPE Reg. No. F-3580

6-12-15
Date

ITB #B151017
OPEN: 07/09/2015
TIME: 2:00 P.M.

INVITATION TO BID
LEE & JOE JAMAIL BAY PARK
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **2:00 P.M. CST,** on **07/09/2015** 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 2:00 P.M. CST on the specified date will be returned unopened.**

Purpose:

All proposals must be marked on the outside of the envelope:
ITB #B151017
LEE & JOE JAMAIL BAY PARK

Bidders name, return address, and the enclosed label should be prominently displayed on the bid package for identification purposes.

Copies of bidding documents may be obtained by visiting www.civcastusa.com: search keyword B151017. Bidders must register on the CivCast website in order to view and/or download specifications for this project. There is NO charge to view or download documents. Contact CivCast at (281) 376-4577 for assistance in ordering documents or contact the AECOM Bid Center at (713) 267-2731 for any assistance needed. Bidding documents are available for review at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550; by visiting the Galveston County website @ http://www.galvestoncountytx.gov/pu/Pages/OpenSolicitations.aspx; or by visiting the office of the Engineer, located at 5444 Westheimer Road, Suite 200, Houston, Texas 77056.

A non-mandatory pre-bid conference will be held at the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing Conference Room, Galveston, Texas 77550 on Wednesday, June 17, 2015 at 10:00 a.m.

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.

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.

Bonding Requirements:

- BID GUARANTEE: Evidencing its firm commitment to engage in the contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a Cashier's Check, or an acceptable Bidder's Bond in the amount of fiver percent (5%) of the total contract price. The Bidder's Bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid

guarantee in the proper form and amount, by the time set for opening of bids may be cause or rejection of the bid.

- PERFORMANCE AND PAYMENT BONDS
  Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety 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 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

LEE & JOE JAMAIL BAY PARK
GALVESTON COUNTY, TEXAS

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LEE & JOE JAMAIL BAY PARK
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GENERAL PROVISIONS
LEE & JOE JAMAIL BAY PARK
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
LEE & JOE JAMAIL BAY PARK
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
LEE & JOE JAMAIL BAY PARK
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.

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 by Bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

GENERAL PROVISIONS
LEE & JOE JAMAIL BAY PARK
GALVESTON COUNTY, TEXAS

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.

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.

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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.

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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.

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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.

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.

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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 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.

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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 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,

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

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 amount of the contract. The required payment and performance bonds must each be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

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.

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**

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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.

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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 77550Fax: (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

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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.

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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
LEE & JOE JAMAIL BAY PARK
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 therefof.

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
LEE & JOE JAMAIL BAY PARK
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 receipted for by, or actually received by, the receiving Party.

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

To the County at:

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

With copies to:

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

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

To the Contractor at:

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

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
LEE & JOE JAMAIL BAY PARK
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
LEE & JOE JAMAIL BAY PARK
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, 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**

GENERAL PROVISIONS
LEE & JOE JAMAIL BAY PARK
GALVESTON COUNTY, TEXAS

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.

End of General Provision Section

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THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

June 15, 2015

RE: ADDENDUM #3
Bid #B151017, Lee & Joe Jamail Bay Park

To All Prospective Bidders,

The following information is being provided to aid in preparation of your bid submittal(s):

PRE-BID CONFERENCE:
Due to possible inclement weather conditions, the non-mandatory pre-bid conference originally scheduled to be held on Wednesday, June 17, 2015, at 10:00 A.M., at the Galveston County Purchasing Department located in the Galveston County Courthouse, 722 Moody Avenue, (21st Street), Floor 5, Galveston, Texas 77550, has been re-scheduled. The new date will be as follows:

Date: Wednesday, June 24, 2015
Time: 10:00 A.M.

Please excuse us for any inconvenience that this may have caused.

Sincerely,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

ADDENDUM NO. 3

TO

LEE & JOE JAMAIL BAY PARK

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

GALVESTON COUNTY, TEXAS

BID # B151017

1. To accommodate a change in the pre-bid meeting from June 17, 2015 to June 24, 2015, delete the Invitation to Bid pages 9 and 10 of 159 and substitute the revised Invitation to Bid pages 9 and 10 of 159.

No other changes are hereby made to the Contract Documents, Technical Specifications, and Drawings at this time.

STATE OF TEXAS
KRISTIN L. LANDRY
100074
LICENSED
PROFESSIONAL ENGINEER

Kristin L. Landry 6-15-15

Kristin L. Landry, P.E. Date

AECOM Technical Services, Inc.
TBPE Reg. No. F-3580

ITB #B151017
OPEN: 07/09/2015
TIME: 2:00 P.M.

INVITATION TO BID
LEE & JOE JAMAIL BAY PARK
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **2:00 P.M. CST,** on **07/09/2015** 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 2:00 P.M. CST on the specified date will be returned unopened.**

Purpose:

All proposals must be marked on the outside of the envelope:
ITB #B151017
LEE & JOE JAMAIL BAY PARK

Bidders name, return address, and the enclosed label should be prominently displayed on the bid package for identification purposes.

Copies of bidding documents may be obtained by visiting www.civcastusa.com: search keyword B151017. Bidders must register on the CivCast website in order to view and/or download specifications for this project. There is NO charge to view or download documents. Contact CivCast at (281) 376-4577 for assistance in ordering documents or contact the AECOM Bid Center at (713) 267-2731 for any assistance needed. Bidding documents are available for review at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550; by visiting the Galveston County website @ http://www.galvestoncountytx.gov/pu/Pages/OpenSolicitations.aspx; or by visiting the office of the Engineer, located at 5444 Westheimer Road, Suite 200, Houston, Texas 77056.

A non-mandatory pre-bid conference will be held at the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing Conference Room, Galveston, Texas 77550 on Wednesday, June 24, 2015 at 10:00 a.m.

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.

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.

Bonding Requirements:

- BID GUARANTEE: Evidencing its firm commitment to engage in the contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a Cashier's Check, or an acceptable Bidder's Bond in the amount of fiver percent (5%) of the total contract price. The Bidder's Bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid

guarantee in the proper form and amount, by the time set for opening of bids may be cause or rejection of the bid.

- PERFORMANCE AND PAYMENT BONDS
  Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety 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 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

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

June 30, 2015

RE: ADDENDUM #4
Bid #B151017, Lee & Joe Jamail Bay Park

To All Prospective Proposers,

The following information is being provided to aid in preparation of your proposal submittal(s): The solicitation opening date has been changed to the following:

OPENING DATE:
Bid #B151017, Lee & Joe Jamail Bay Park originally scheduled to be opened on Thursday, July 9, 2015 at 2:00 P.M has been re-scheduled. The new deadline for submitting a proposal is as follows:

Date: Thursday, July 16, 2015
Time: 2:00 P.M.

Please send bid submittals to:
Galveston County Purchasing Agent
Attention: Rufus Crowder, CPPO CPPB
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550

As a reminder, all questions regarding this proposal must be submitted in writing to:

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent,
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: rufus.crowder@co.galveston.tx.us

Please excuse us for any inconvenience that this may have caused.

Sincerely,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

ADDENDUM NO. 4

TO

LEE & JOE JAMAIL BAY PARK

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

GALVESTON COUNTY, TEXAS

BID # B151017

1. To accommodate a change in the bid opening from July 9, 2015 to July 16, 2015, delete the Invitation to Bid pages 9 and 10 of 159 and substitute the revised Invitation to Bid pages 9 and 10 of 159.

2. To accommodate a change in the bid opening from July 9, 2015 to July 16, 2015, delete the General Provisions pages 11 through 32 of 159 and substitute the revised General Provisions pages 11 through 32 of 159.

No other changes are hereby made to the Contract Documents, Technical Specifications, and Drawings at this time.

STATE OF TEXAS
RYAN P. QUINN
115971
LICENSED
PROFESSIONAL ENGINEER

Ryan P. Quinn 6/30/15

Ryan P. Quinn, P.E. Date
AECOM Technical Services, Inc.
TBPE Reg. No. F-3580

ITB #B151017
OPEN: 07/16/2015
TIME: 2:00 P.M.

INVITATION TO BID
LEE & JOE JAMAIL BAY PARK
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **2:00 P.M. CST,** on **07/16/2015** 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 2:00 P.M. CST on the specified date will be returned unopened.**

Purpose:

All proposals must be marked on the outside of the envelope:
ITB #B151017
LEE & JOE JAMAIL BAY PARK

Bidders name, return address, and the enclosed label should be prominently displayed on the bid package for identification purposes.

Copies of bidding documents may be obtained by visiting www.civcastusa.com: search keyword B151017. Bidders must register on the CivCast website in order to view and/or download specifications for this project. There is NO charge to view or download documents. Contact CivCast at (281) 376-4577 for assistance in ordering documents or contact the AECOM Bid Center at (713) 267-2731 for any assistance needed. Bidding documents are available for review at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550; by visiting the Galveston County website @ http://www.galvestoncountytx.gov/pu/Pages/OpenSolicitations.aspx; or by visiting the office of the Engineer, located at 5444 Westheimer Road, Suite 200, Houston, Texas 77056.

A non-mandatory pre-bid conference will be held at the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing Conference Room, Galveston, Texas 77550 on Wednesday, June 24, 2015 at 10:00 a.m.

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.

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.

Bonding Requirements:

- BID GUARANTEE: Evidencing its firm commitment to engage in the contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a Cashier's Check, or an acceptable Bidder's Bond in the amount of fiver percent (5%) of the total contract price. The Bidder's Bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid

guarantee in the proper form and amount, by the time set for opening of bids may be cause or rejection of the bid.

- PERFORMANCE AND PAYMENT BONDS
  Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety 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 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

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

2. **BIDDER'S RESPONSIBILITY**
The Bidder must affirmatively demonstrate its responsibility. The Bidder must also meet the following minimum requirements:

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

   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.

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.

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.

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 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.

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.

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.

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.

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

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 amount of the contract. The required payment and performance bonds must each be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

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.

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.

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 77550Fax: (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

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.

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:

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 therefof.

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

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

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

To the County at:

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

With copies to:

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

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

To the Contractor at:

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

53. NON-DISCRIMINATION:

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

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

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

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

B. **Drug Free Work Place Act:** Bidder shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.

C. **Americans with Disabilities Act:** Bidder shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.

D. **OSHA Regulations:** Bidder agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.

E. **Compliance with Immigration Laws and Use of E-Verify:** Bidder agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Bidder further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Bidder shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Bidder will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

F. **State and Federal Law Compliance:** Bidder agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

54. RECORD RETENTION AND RIGHT TO AUDIT:

Bidder shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Bidder shall allow the County reasonable access to the records in Bidder's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Bidder shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Bidder shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

55. TITLE VI ASSURANCES/TxDOT:

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

A. **Compliance with Regulations**: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

B. **Non-discrimination**: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

D. **Information and Reports**: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Non-compliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
2) cancellation, termination, or suspension of the contract, in whole or in part.

F **Incorporation of Provisions**. The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a 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, 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.

End of General Provision Section

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THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

July 8, 2015

RE: ADDENDUM #5
BID #B151017, Lee & Joe Jamail Bay Park

To All Prospective Proposers,

Attached you will find Addendum #5 for BID #B151017, Lee & Joe Jamail Bay Park.

As a reminder, all questions regarding this proposal must be submitted in writing to:

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
E-mail: rufus.crowder@co.galveston.tx.us

If you have any further questions regarding this proposal, please address them to Rufus Crowder, CPPO CPPB, Purchasing Agent, via e-mail at rufus.crowder@co.galveston.tx.us, or contact the Purchasing Department at (409) 770-5371.

Please excuse us for any inconvenience that this may have caused.

Sincerely,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

ADDENDUM NO. 5

TO

LEE & JOE JAMAIL BAY PARK

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

GALVESTON COUNTY, TEXAS

BID # B151017

1. To accommodate the addition of Special Provision 406 "Timber Piling" and Special Item 02870 "Site Furnishings", delete the Contract Award pages 65 and 66 of 159 and substitute the revised Contract Award pages 65 and 66 of 159.

2. To accommodate the addition of Special Provision 406 "Timber Piling" and Special Item 02870 "Site Furnishings", delete the Governing Specifications and Special Provisions section pages 115 to 159 and substitute the revised Governing Specifications and Special Provisions pages 115 to 164.

3. To accommodate the addition of Special Provision 406 "Timber Piling" and Special Item 02870 "Site Furnishings", the total page count will increase from 159 to 164.

4. Special Item 15001 "Prefabricated Metal Bridges" is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

   Articles 2.01 "Manufacturers." The first paragraph is updated hereby to read as follows:

   "Prefabricated metal bridges shall be manufactured by Contech Engineered Solutions LLC, Big R Bridge, or approved other.

5. To accommodate phasing directives, delete the Special Terms and Conditions pages 69 to 90, and substitute the revised Special Terms and Conditions pages 69 to 90. See page 69 under "Boat Ramp" and "Pedestrian Bridge" for directives regarding phasing.

6. Please see next sheet for all clarifications.

7. No other addendums or clarifications will be made after this point.

No other changes are hereby made to the Contract Documents, Technical Specifications, and Drawings at this time.

STATE OF TEXAS
RYAN P. QUINN
115971
LICENSED
PROFESSIONAL ENGINEER

Ryan P. Quinn, P.E. Date 7/8/15
AECOM Technical Services, Inc.
TBPE Reg. No. F-3580

CONTRACT AWARD

CONTRACT FOR: LEE & JOE JAMAIL BAY PARK

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: _____

Bid No: _____

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, November 1, 2014**

Special Provisions: **To Items 1 thru 9**
To Item 110
To Item 247
To Item 406
To Item 491
To Item 506

Special Items: **02870 Site Furnishings**
15001 Prefabricated Bridge
16050 Electrical Construction

DRAWINGS: **Lee & Joe Jamail Bay Park Sheets 1 Thru 97**
ADDENDA: _____

Contract Award (continued)

Sections I (Invitation to Bid; General Provisions; Vendor Qualification Packet; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, [including Addenda]; Wage Rates & AIA Forms), IV (General Terms and Conditions; Debarment Acknowledgement Form), 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 _270_ 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 ___/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 _____.

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

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: LEE & JOE JAMAIL BAY PARK

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:

Boat Ramp:

a) Contractor must complete the Boat Ramp in its entirety, such that it passes the Federal Emergency Management Agency (FEMA) inspection by March 1, 2016.
b) Remove existing riprap and construct the sheetpile bulkhead/boat ramp foundation;
c) Build boat ramp to the lines and grades shown on the plans;
d) Install concrete retaining wall as shown on the plans;
e) Drive piles for boat docks and construct dock decking;
f) Install relocated/new riprap to the lines and grades shown on the plans;
g) Remove asphalt surface and base and excavate surficial material in the area of the parking lot, provide and compact fill material to the lines and grades shown on the plans, treat subgrade, and install concrete parking lot; and
h) Install lighting, landscaping, drainage, and miscellaneous features.

Washington Park:

a) Remove existing riprap and construct the sheetpile bulkhead;
b) Install concrete retaining wall as shown on the plans;
c) Drive piles for fishing piers and construction pier decking;
d) Install relocated/new riprap to the lines and grades shown on the plans;
e) Remove asphalt surface and base and excavate surficial material in the area of the parking lot/sidewalk, provide and compact fill material to the lines and grades shown on the plans, treat subgrade, and install concrete parking lot/sidewalk; and
f) Install lighting, landscaping, and drainage features; and
g) Install pavilions, picnic table, and other site furnishings

Pedestrian Bridge:

a) No work related to, or associated with, the connection between the Boat Ramp and Pedestrian Bridge may begin until Galveston County has received confirmation that the Boat Ramp has passed the FEMA regulated inspection.

b) Install concrete abutments and cast-in-place decking as shown in plans;
c) Drive piles for bents and install prefabricated bridge section;
d) Install decking to the lines and grades shown on the plans;
e) Install bridge railing and lighting

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

Name: G. Michael Fitzgerald, P.E., County Engineer
Address: 722 Moody, 1st Floor, Galveston, Texas 77550
Telephone No.: (409) 770-5549

GENERAL

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, loose rocks and any other material produced by the work. The Contractor shall use methods which are reasonable and practical to control these problems.

SURVEY DATA

The plans reflect conditions based on both a pre-Hurricane Ike survey and a post-Hurricane Ike survey. The entire project was surveyed pre-Hurricane Ike. After Hurricane Ike, new bathymetric survey was obtained only. Quantities shown in the Proposal related to surface improvements are estimated quantities based on the pre-Hurricane Ike survey. Quantities shown in the Proposal related to sub-surface improvements are estimated quantities based on the post-Hurricane Ike survey.

COORDINATION

The Contractor will be required to coordinate his efforts with the Galveston County Department of Parks & Cultural Services Director or his designee at (409) 934-8100 for access to the site and allowable working hours.

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. The Contractor shall be responsible for clean-up of any material spilled or dropped on roadways.

VERTICAL AND HORIZONTAL CONTROL

Vertical and horizontal control points will be provided by the Design Engineer. All construction surveying and staking will be done by the 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 site and shall erect temporary structures where required. The Contractor shall maintain the site 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 __One Thousand__ dollars ($_1,000_) 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 ___270___ 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 at this time is applicable to the boat docks. 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 have to provide a field office.

INCIDENTALS

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

FLAGMEN

During certain phases of construction flagmen may be required to direct and control traffic. This work will not be paid for directly, but shall be considered incidental to all other bid items.

SHOP DRAWINGS AND SUBMITTALS

Within 30 days after the date of Notice to Proceed, Contractor to submit for Engineer's review a complete Shop Drawing Submittal List. The list to include shop drawings for all equipment and manufactured materials to be furnished under this Contract. List should include, but not be limited to, the following.

1) Each submittal to be numbered with a consecutive numbering system.
2) Name (description) of submittal.
3) Applicable specification number or drawing number.
4) Scheduled submission date.
5) Latest date acceptable submittal required to prevent delay in purchase.

The Engineer may waive all or portions of the submittal requirements for any shop drawing on the Submittal List.

The Contractor may not begin construction on the Project until the Submittal List is accepted by the Engineer.

Contractor's Duties. The Contractor is to review shop drawings prior to submittal to verify field measurements, field construction criteria, manufacturer model number and other pertinent data, conformance to Contract Documents, coordination with other submittals, and schedule for submittal and review.

Contractor to stamp and sign submittals with stamp which states "This submittal is certified to be in conformance with Contract Documents unless noted herein." All submittals without this certification will not be reviewed but will be returned to the Contractor for proper submission. The Engineer will rely on this statement when performing the review of the submittal.

Contractor to schedule submittals to allow sufficient time for review process and to coordinate submittals with schedule to prevent delay to Work.

No Work to be performed in connection with fabrication, manufacturer, or purchase of materials or equipment until submittals have been reviewed and marked “No Exception Taken” or “Make Corrections Noted.” Work performed on submittals marked “Make Corrections Noted” to be in accordance with all corrections noted thereon.

Contractor to correct submittal and resubmit or to prepare new submittal for review by Engineer for all submitted Items marked “Submit Specified Item,” “Rejected,” or “Revise and Resubmit.” No claims for extra time or delays will be considered due to time required for review of submittals or resubmittals.

Engineer’s Duties. Engineer to review submittals as quickly as possible consistent with a thorough review and consistent with type of information submitted.

Such review by the Engineer shall be for the sole purpose of determining the general conformity of said shop drawings or schedules to the Contract and shall not relieve the Contractor of his duty as an independent Contractor as previously set forth, it being expressly understood and agreed that the Engineer does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules or any means or methods reflected thereby, in relation to the safety of either person or property during Contractor’s performance hereunder. The Engineer’s review of drawings will not constitute an acceptance of all dimensions, quantities, and details of the material, equipment, device, or item shown and does not relieve the Contractor from any responsibility for errors or deviations from the Contract requirements.

Engineer will provide an electronic copy of submittals with required corrections.

Engineer will stamp drawing noting the appropriate action and will sign and date stamp.

Form of Submittal. Contractor will submit four copies of all submittals. Once copy of appropriately marked submittal will be retained at the Engineer’s office, one copy will be retained at the Engineer’s field office, and two copies will be returned to the Contractor for Contractor’s use. Engineer will not mark additional copies for the Contractor. If the Contractor desires additional copies, they must be marked by the Contractor. Alternatively, the Contractor may submit the shop drawing and submittals electronically.

Contractor to submit a complete copy of relevant Contract Document items which has been marked by the manufacturer to certify each point of the Contract Document item noting compliance and each point of deviation.

Contractor to submit relevant literature, catalog cuts, or written descriptive matter backing up all points of the Contract Document item compliance.

Contractor to submit comparative life cycle, cost, performance, or other data supporting consideration of all points of the Contract Document item deviation.

All information supplied to be carefully and completely cross-referenced to the relevant

Contract Document item requirement.

When required by an individual Contract Document item, Contractor to submit written step-by-step test plan for functional checkout and demonstration test of respective equipment. Submissions that do not conform to the Form of Submittal as outlined herein will not be considered and will be returned to the Contractor for proper submission.

Contractor to have acceptable shop drawings at the site of the Work. Failure of the Contractor to supply acceptable drawings will be deemed sufficient cause to delay the Work until such drawings are available. This procedure shall not be considered cause for claims for delay.

Installation Drawings. When required by individual Items of the Technical Specifications, provide, for the Engineer's use, two copies of installation drawings and instructions consisting of all necessary details required for field assembly, erection, and installation of a particular component of Work, including, but not limited to, unloading and storage instructions, layout/placement drawings, erection sequences, assembly drawings, connection details, and wiring diagrams.

SPECIAL REQUIREMENTS:

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

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.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

Addendum No. 5 - 17/86

General Decision Number: TX150094 01/02/2015 TX94

Superseded General Decision Number: TX20140094

State: Texas

Construction Type: Heavy

County: Galveston County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines
(Does Not Include Flood Control)

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

* SFTX0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 26.36	16.62

SUTX2005-021 08/05/2005

HEAVY Including Water and Sewer Lines (Excluding Flood Control)

	Rates	Fringes
Carpenter	$ 14.38	
Cement mason/concrete finisher	$ 11.37	1.13
Electrician	$ 18.40	1.34
FORM BUILDER/FORM SETTER	$ 13.35	1.17
IRONWORKER, REINFORCING	$ 11.29	
Laborers:		
Common	$ 10.70	
Landscape	$ 7.35	
Mason Tender Cement	$ 9.96	
Pipelayer	$ 10.07	
PIPEFITTER	$ 17.00	0.04

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Power equipment operators:
     Excavator...................$ 16.74
     Backhoe.....................$ 13.25
     Bulldozer...................$ 14.00
     Crane.......................$ 14.91            0.58
     Front End Loader............$ 11.75            0.92
     Grader......................$ 12.20            1.48
     Tractor.....................$ 12.38            1.51

TRUCK DRIVER....................$ 12.28            0.98
-----------------------------------------------------------------

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
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the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations

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

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

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

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

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

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

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

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END OF GENERAL DECISION

THIS SHEET INTENTIONALLY LEFT BLANK

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

CONTRACTOR:

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

, SURETY COMPANY,

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

, CONTRACTOR,

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

, OWNER,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its had this day of 20 .

Surety Company

Signature of Authorized Representative

Title

ATTEST:
(Seal):

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

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIEN

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

State of:

County of:

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

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

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of 20

Notary Public:

My Commission Expires:

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

State of:

County of:

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

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

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.
   Whenever Surety is involved, consent of Surety is required. CONSENT OF SURETY, may be used for this purpose.
   Indicate attachment: yes_____ no_____

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

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

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of 20

Notary Public:

My Commission Expires:

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

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

, SURETY,

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

, CONTRACTOR,

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

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

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,
the Surety has hereunto set its had this day of 20 .

Surety

Signature of Authorized Representative

Title

ATTEST:
(Seal):

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, shall govern for the consideration of this project. Said specifications in their entirety are hereby incorporated into the contract documents, and the Contractor shall comply with all provisions contained in said specifications and shall be bound by them in their entirety, except where modified in the project plans and specifications.

SPECIAL PROVISIONS:

Special Provisions to Items 1 thru 9, Item 110, Item 247, Item 406, Item 491, and Item 506

SPECIAL ITEMS:

02870 – Site Furnishings
15001 – Prefabricated Bridge
16050 – Electrical Construction

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 3.27, "Certificate of Insurance" ; 3.29, "Commission", 3.49, "Department", 3.74 "Letting Official " and 3.132 "State" are deleted.

Article 3.56, "ENGINEER", is revised to read in its entirety as follows:

3.56 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 3.159.

Article 3.68, "INSPECTOR," is revised to read in its entirety as follows:

3.68 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 that representative's responsibilities and obligations shall be limited as provided in Article 3.159.

Special Provisions to Item 1

"DEFINITION OF TERMS"

ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS:

3.159 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 so 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 by Galveston County 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 4.4 "CHANGES IN WORK;" ARTICLE 4.5 "DIFFERING SITE CONDITIONS" and ARTICLE 4.6 "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 following sentence shall be added to the last line of the first paragraph:

The Contractor will 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 5.9 "CONSTRUCTION SURVEYING," is hereby deleted in its entirety.

ARTICLE 5.10 "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 5.12 "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 MATERIALS

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 6.1.2 "SOURCE CONTROL." Paragraph B. “Buy Texas” is hereby deleted in its 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 7.14 "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 first sentence in 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 8.5.2 "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 9.7 "PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD" 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 "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 9.10 "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”.

SPECIAL PROVISION TO ITEM 110

EXCAVATION

For this project, Item 110 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 110.3 "Measurement." The second paragraph is hereby deleted in its entirety and replaced by the following:

The quantity shown in the Proposal is an estimated quantity based on both a pre-Hurricane Ike survey and a post-Hurricane Ike survey. The entire project was surveyed pre-Hurricane Ike. After Hurricane Ike, new bathymetric survey was obtained only. Quantities shown in the Proposal related to surface improvements are estimated quantities based on the pre-Hurricane Ike survey. Quantities shown in the Proposal related to sub-surface improvements are estimated quantities based on the post-Hurricane Ike survey. The final quantity will be computed based on pre and post construction surveys.

SPECIAL PROVISION TO ITEM 247

FLEXIBLE BASE

For this project, Item 247 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 247.5 "Measurement." The first paragraph after the bulleted section is hereby deleted in its entirety. The second sentence in Subparagraph D is hereby deleted in its entirety.

ARTICLE 247.6 “Payment.” The second sentence in the first paragraph is hereby revised to read as follows:

No additional payment will be made for thickness exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

SPECIAL PROVISION TO ITEM 406

TIMBER PILING

For this project, Item 406 is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLES 4.2.2 “Untreated Timber." A second sentence is added to the first paragraph is hereby revised to read as follows:

Coat the heads of piling thoroughly with a thick protective coat of hot tar, hot asphaltum, or hot creosote. Contractor may also use Chromated Copper Arsenate (CCA) as a treatment as long as all specifications meet or exceed that of the previous listed materials.

SPECIAL PROVISION TO ITEM 491

TIMBER FOR STRUCTURES

For this project, Item 491 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.

ARTICLES 491.5 "Measurement" and 491.6 “Payment.” These paragraphs are hereby deleted in their entirety and replaced by the following:

491.5. Measurement and Payment. This Item will be measured by the lump sum. The work performed and materials furnished in accordance with this Item will be paid for at the lump sum price bid for the timber structure being constructed. This price is full compensation for installation, materials, equipment, labor, tools, and incidentals.

SPECIAL PROVISION TO ITEM 506

TEMPORARY EROSION, SEDIMENTATION, AND EVNIRONMENTAL CONTROLS

For this project, Item 506 is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLES 5.6 “Measurement" and 6.8 “Payment”. Both paragraphs are hereby deleted in their entirety and replaced by the following:

6.11. Measurement and Payment. No separate measurement or payment will be made for filter fabric as part of the work. Include cost of same in Contract price bid for work of which filter fabric is a component part.

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SECTION 02870

SITE FURNISHINGS

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes the fabrication, delivery, and installation of the following, including materials, hardware, tools, equipment, and labor:

1. Trash Receptacle
2. Grill
3. Picnic Table
4. Pavilion

1.02 RELATED REQUIREMENTS (NOT USED)

A. Examine PLANS and all other Technical Specification Sections for requirements therein affecting the work of this Section.

B. Work Shown on PLANS

1. The locations of site furnishings shown on the PLANS are approximate and should be verified with the Owner prior to beginning work.

1.03 – 1.04 (NOT USED)

1.05 SYSTEM DESCRIPTION

A. Manufacturers

1. Furnish products of manufacturers specified in PART 2 of this Section. All products to be approved in writing prior to installation.
2. All products of a given type to be furnished by a single manufacturer.
3. All products as described as follows to provide satisfactory operation and to require minimal maintenance under the following environmental conditions.

a. Weatherproof Products/Noncontrolled Environment: Outdoors and indoors subjected to corrosive atmosphere or elements of the weather.

1) Temperature: 10°F to 120°F.

2) Relative Humidity: 100 percent.

B. Construction

Comply with all local ordinances and all other pertinent codes and standards.

1.06 SUBMITTALS

A. The following shall be submitted for approval by the Owner:

1. Product Data: Submit manufacturer's data and specifications for each item listed in PART 2.

2. Shop Drawings: Provide Fabrication and Installation Drawings for each item listed in PART 2.

1.07 QUALITY ASSURANCE

A. All materials used within this Section shall conform to the applicable Building Codes.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Contractor shall be responsible for ordering, delivery, and proper installation of units described herein and for the security of all units until completion of installation and acceptance by the Owner.

1.09 – 1.11 (NOT USED)

PART 2 PRODUCTS

2.01 MANUFACTURER(S)

A. Manufacturer(s) to be as specified herein.

2.02 MATERIALS AND/OR EQUIPMENT

A. Trash Receptacle

1. Reading Litter Receptacle, Model RE3-32 as manufactured by Custom Structures Incorporated (1-800-969-2712). See PLANS for approximate locations. Confirm final site locations with the Owner.

2. Install receptacle in accordance with manufacturer's recommended installation plans. Use vandal proof stainless steel fasteners and metal components as applicable. Submit a copy of the manufacturer's recommended installation plans to the Owner for approval.

3. Powder coated color to be chosen by the Owner from standard manufacturer colors.

B. Grill

1. Stainless steel park grill Model NS-20 BGS with options for looking grate and handles of stainless steel and bolt on stainless steel utility shelf as specified. See PLANS for approximate locations. Confirm final site locations with the Owner.

2. Install grill in accordance with manufacturer's recommended installation plans. Use vandal proof stainless steel fasteners and metal components as applicable. Submit a copy of the manufacturer's recommended installation plans to the Owner for approval.

C. Picnic Table

1. Stationary pedestal tables, PQT square table with aluminum planks, #200 aluminum extrusion (1 ¾" x 9 5/8", rib plank) (14 total: 10 regular and 4 ADA accessible). See PLANS for approximate locations. Confirm final site locations within pavilions with the Owner.

2. Install picnic table in accordance with manufacturer's recommended installation plans. Submit a copy of the manufacturer's recommended installation plans to the Owner for approval.

D. Square Pavilion

1. Pittsburg All Steel 16'x16' Hip-End Shelter, Model 8220P-3, with black LK frame finish and evergreen 24 gauge pre-cut metal roof, as manufactured by Miracle Recreation (1-800-964-6301). Manufacturer is responsible for design and construction of concrete slab for pavilion. Provide sealed drawing from manufacturer for the level one county windstorm certification (4 total).

E. Large Pavilion

1. Pittsburg All Steel 18'x24' Hip-End Shelter, Model 8220P-3, with black LK frame finish and evergreen 24 gauge pre-cut metal roof, as manufactured by Miracle Recreation (1-800-964-6301). Manufacturer is responsible for design and construction of concrete slab for pavilion. Provide sealed drawing from manufacturer for the level one county windstorm certification (4 total).

2.03 – 2.04 (NOT USED)

PART 3 EXECUTION

3.01 – 3.02 (NOT USED)

3.03 ERECTION/INSTALLATION/APPLICATION AND/OR CONSTRUCTION

A. General: Comply with manufacturer's recommended assembly procedures and install according to Drawings.

3.04 – 3.06 (NOT USED)

3.07 CLEANING

A. Remove all protective coatings and thoroughly clean all units immediately prior to Owner's acceptance of completed installation. Remove all packaging and legally dispose of all trash.

3.08 – 3.10 (NOT USED)

3.11 MEASUREMENT AND PAYMENT

A. Unit Price.

1. Payment for purchase, delivery, and installation of site furnishings is on a unit price basis for each trash receptacle, grill, and picnic table, finished and complete. Fasteners, hardware, mounting devices, foundation and all labor required to make a complete installation are incidental to Work and are included in the unit price.

2. Payment for fabrication, delivery, and installation of each pavilion is on a unit price basis for each pavilion, finished and complete. The design and construction of the concrete slab foundation required for each pavilion is included in the unit price for each pavilion.

3.12 FINAL ACCEPTANCE

A. Upon completion of each installation, the Owner shall prepare a "punch list" of unsatisfactory or missing items.

B. Contractor shall promptly rectify all such items and notify the Owner of completion of such items.

3.13 WARRANTY

A. Warrant all site furnishings against defects in materials and workmanship for a period of one (1) year from the date of Substantial Completion. Upon notification by the Owner, the Contractor shall immediately replace, repair or otherwise correct the defect or defects without cost to the Owner and the Warranty period shall be extended one (1) year from the date the repairs or replacements for the defective item or items were completed.

END OF SECTION

SPECIAL ITEM 15001

PREFABRICATED METAL BRIDGES

PART 1 - GENERAL

1.01 SUMMARY

This section includes materials and installation of fully engineered clear span prefabricated metal bridges.

1.02 RELATED REQUIREMENTS

A. Steel Structures: 441

B. Metal for Structures: 442

C. Galvanizing: 445

D. Structural Bolting: 447

E. Structural Field Welding: 448

F. Anchor Bolts: 449

1.03 SUBMITTALS

A. Submit shop drawings in accordance with the General Conditions.

B. Submit manufacturer's catalog data describing the bridge construction and components. Submit design and erection drawings; shop painting and finishing specifications; instruction manuals; and other data to describe the design, materials, sizes, layouts, construction details, fasteners, and erection.

C. For metal bridge design, submit engineering design calculations for structural components, bracing, equipment supports, and anchor bolts. Design calculations shall be signed by a civil or structural engineer registered in the state of Texas.

D. Submit certificate that the design meets the applicable local and regional building codes.

E. Submit erection drawings and diagrams. Show base anchor details and anchor bolt sizes. Show girder and/or truss bracing.

F. Manufacturer's Schematic Drawings Diagrams: Shop drawings shall be unique drawings, prepared to illustrate the specific portion of the work to be done. Manufacturer's standard forms requiring only filling in of blank spaces

shall not be acceptable unless all nonapplicable information is deleted and such standard forms are modified to reflect exact requirements and conditions unique to the project. All relative design information such as member sizes, reactions, and general notes shall be clearly specified in the drawings. Shop drawings shall be accurately prepared by skilled draftsmen to be complete in every respect. Drawings shall have cross-referenced details and sheet numbers. All drawings shall be signed and sealed by a registered professional engineer, registered in the state of Texas.

1.04 GUARANTEE

Bridges shall be guaranteed against detrimental weathering or structural defects caused by ordinary wear and tear by the elements for a period of five years. Such guarantee is in addition to the guarantee required in the General Conditions and shall start upon final acceptance of the work by the Owner.

PART 2 - MATERIALS

2.01 MANUFACTURERS

Prefabricated metal bridges shall be manufactured by Contech Engineered Solutions LLC, Big R Bridge, or approved other.

2.02 DESIGN CRITERIA

A. The bike path bridge shall be of the size and shape shown, complete with all accessories. Determine anchor bolt layouts before placing concrete footings, walls, or slabs to support the bridge.

B. The design of the bridge and components shall be in accordance with American Association of State Highway and Transportation Officials (AASHTO).

C. Span and Width:

1. Bridge shall have spans as shown on the drawings.

2. Bridge inside deck width shall be 10 feet 2 inches.

D. Geometry:

1. Half through (pony truss) utilizing an "H" section design where the floor system is raised above the truss bottom chord.

2. One diagonal per panel. Chords, diagonals, verticals, and stringers to be of tube steel. Floor beams to be wide flange material that bolts in place in the field.

E. Camber: Bridge camber at center of bridge span shall be for dead load camber only.

F. Structural Materials:

1. All fabrications shall be fabricated using ASTM A500 Grade C cold-formed welded square and rectangular tubing (Fy = 50,000 psi) and/or ASTM A588, ASTM A242, ASTM A572, ASTM A606 (Fy = 50,000 psi) and/or ASTM A36 (Fy = 36,000 psi) plate and/or structural steel shapes ASTM A992. Splice plates, if required, shall be ASTM A588.

2. Field splices shall be fully bolted with ASTM A 325 Type 3 high strength bolts in accordance with "Specifications for Structural Joints Using ASTM A 325 or A 490 Bolts."

3. Decking: Bridge shall be provided with a concrete 10-foot 2-inch walkway. Walkway shall have toe plates or channels on each side of the decking.

G. Design all bridges for the dead load, specified live load, and the combinations of these loads as set forth in the AASHTO publication. Reduction of loads due to tributary loaded area is permitted. Include the following loads in addition to the dead load:

1. Live load and wind load as required by AASHTO, as modified by the drawings.

2. Weights of all equipment supported by the structure.

H. Design Loads:

1. Uniform Live Load:

a. Main supporting members (girders, trusses, and arches) shall be designed for a pedestrian live load of 100 psf of bridge walkway area.

b. Secondary Members: Bridge decks and supporting floor systems, including secondary stringers, floor beams, and their connections to main supporting members shall be designed for a live load of 100 psf, with no reduction allowed.

2. Wind Load:

a. The bridge(s) shall be designed for a wind load of 130 mph, 3 sec gust on the full vertical projected area of the bridge as if enclosed. The wind load shall be applied horizontally at right angles to the longitudinal axis of the structure.

b. The effect of forces tending to overturn structures shall be calculated assuming that the wind direction is at right angles to the longitudinal axis of the structure. In addition, an upward force shall be applied at the windward quarter point of the transverse superstructure width. This force shall be 20 psf of deck.

3. Top Chord Railing Loads: The top chord, truss verticals, and floor beams shall be designed for lateral wind loads (per paragraph 8.c) and for any loads required to provide top chord stability; however, in no case shall the load be less than 50 pounds per lineal foot or a 200-pound point load, whichever produces greater stresses, applied in any direction at any point along the top chord.

4. Load combinations shall be per AASHTO load combinations.

I. Design Limitations:

1. Deflection: The vertical deflection of the main trusses due to service pedestrian live load shall not exceed 1/500 of the span. The deflection of the floor system members (floor beams and stringers) due to service pedestrian live load shall not exceed 1/360 of their respective spans. Deflection limits due to occasional vehicular traffic shall not be considered. The horizontal deflection of the structure due to lateral wind loads shall not exceed 1/500 of the span under a 35-psf wind load.

2. Minimum Thickness of Metal: The minimum thickness of all structural steel members shall be 5/16 inch nominal and be in accordance with the AISC Manual of Steel Constructions' "Standard Mill Practice Guidelines." For ASTM A500 and ASTM A 847 tubing, the section properties used for design shall be per the Steel Tube Institute of North America's Hollow Structural Sections "Dimensions and Section Properties."

J. Governing Design Codes/References:

1. Structural Steel Allowable Stresses: Allowable design stresses shall be in accordance with AASHTO "Standard Specifications for Highway Bridges" latest edition.

2. Welded Tubular Connections: All welded tubular connections shall be checked, when within applicable limits, for the liming failure modes outlined in the ANSI/AWS D1.1 Structural Welding Code or in accordance with the "Design Guide for Hollow Structural Section Connections" as published by the Canadian Institute of Steel Construction (CISC). When outside the "validity range" defined in these design guidelines, all applicable limit states or failure modes must be checked.

3. Top Chord Stability:

a. The top chord of a half-through truss shall be considered as a column with elastic lateral supports at the panel points. The critical buckling force of the column, so determined, shall exceed the maximum force from dead load and live load (uniform) in any panel of the top chord by not less than 50% for parallel chord truss bridges or 100% for tied arch bridges. The design approach to prevent top chord buckling shall be as outlined by E. C. Holt's research work in conjunction with the Column Research Council on the stability of the top chord of a half-through truss.

b. For uniformly loaded bridges, the vertical truss members, the floor beams, and their connections (transverse frames) in half-through truss spans shall be proportioned to resist a lateral force of not less than 1/100k times the top chord compressive load, but not less than 0.004 times that top chord load, applied at the top chord panel points of each truss.

c. The bending forces in the transverse frames, as determined above, act in conjunction with all forces produced by the actual bridge loads as determined by an appropriate analysis which assumes that the floor beams are "fixed" to the trusses at each end.

d. NOTE: The effects of three-dimensional loading (including "U-frame" requirements) shall be considered in the design of the structure. The "U- frame" forces in half-through spans shall be added to the forces derived from a three-dimensional analysis of the bridge.

K. Design structural steel members in accordance with the "Manual of Steel Construction: Allowable Stress Design" as adopted by the American Institute of Steel Construction (AISC), latest edition. Design structural cold formed steel framing members in accordance with AISI publication, "Specification for the Design of Cold-Formed Steel Structural Members."

L. Welded tubular structural design shall be in accordance with the Structural Welding Code (ANSI/AWS D1.1), Chapter 10, "Tubular Structures."

2.03 BRACING

Provide erection bracing and layout. Base size of bracing upon a wind load as specified hereinbefore. Provide flange bracing.

2.04 ASSEMBLY AND DISASSEMBLY

The size of the prefabricated components and the field connections required for erection shall permit efficient assembly and disassembly. The maximum size of any shop-assembled component of the bridge shall permit transportation from factory to site by commercial carrier. Fabricate components in such a manner that once assembled, they may be disassembled, repackaged, and reassembled with a minimum amount of labor and maximum salvageability. Clearly and legibly mark each and every piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and/or instruction manuals.

2.05 FINISHING

All structural steel, after fabrication, will be blast cleaned in accordance with SSPC SP-10 commercial blast cleaning, latest edition.

2.06 GALVANIZING

All bridge components shall be galvanized as per Item 445.

PART 3 - EXECUTION

3.01 STORAGE AND PROTECTION

Deliver, store, handle, and erect prefabricated components, sheets, panels, and other manufactured items such that they will not be damaged or deformed. Stock materials stored on the site before erection on platforms or pallets and cover with tarpaulins or other weatherproof covering. Store metal sheets, panels, or frames so that water accumulated during transit or storage will drain off. Do not store components in contact with materials that may cause staining. Upon arrival on the jobsite, remove moisture on sheets and panels, restack, and protect until used.

3.02 FABRICATION

A. Workmanship, fabrication, and shop connections shall be in accordance with AASHTO specifications.

B. Welding operators shall be properly accredited, experienced operators, each of whom shall submit satisfactory evidence of experience and skill in welding structural steel with the kind of welding to be used in the work and who has demonstrated the ability to make uniform good welds of the type required.

3.03 ERECTION

A. Delivery and Erection:

1. Delivery of the bridge shall be made to a location nearest the site which is accessible to over-the-road trucks.

2. The Contractor will be responsible for unloading the bridges and towers from the truck at the time of arrival. Bridge Manufacturer will notify the Contractor in advance of the expected time of arrival at the site.

3. The manufacturer or his representative will instruct the Contractor or his representative in the proper lifting procedure for the unloading of the bridge. Care must be taken to prevent damage to the finish of the bridge.

4. The unloading, splicing (if required), and placement of the bridge will be the responsibility of the Contractor. The procedure for bolting field splices will be given to the Contractor by the manufacturer.

B. Erect in accordance with the manufacturer's erection instructions and drawings and the requirements herein. Insulate incompatible dissimilar materials which are in contact by means of gaskets or insulating compounds. Keep exposed surfaces clean and free from sealant, metal cuttings, and other foreign materials.

C. Accurately set anchor bolts by template while the concrete is in a plastic state. Provide uniform bearing under baseplates and sill members using a nonshrinking grouting mortar. Accurately space members to assure proper fitting of covering. As erection progresses, securely fasten the work and brace to resist vertical loads and horizontal wind loads.

3.04 FOUNDATIONS

A. Engineering design and construction of the supporting foundations (abutment, pier, or footing) will be the responsibility of the Owner.

B. Information as to bridge support reactions and anchor bolt location and placement will be furnished by Bridge Manufacturer.

3.05 FIELD TOUCH UP

Repair galvanized surfaces as stated in Item 445 using Zinc-based solder or sprayed Zinc (metallizing).

END OF SECTION

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SPECIAL ITEM 16050

ELECTRICAL CONSTRUCTION

PART 1 GENERAL

1.01 SUMMARY

Provide all materials, equipment, supplies, supervision, tools, labor, and all other appurtenances required to install, test, adjust, and place in operation the electrical system as shown on PLANS and specified herein. CONTRACTOR to furnish all component pieces, wiring, piping, and accessories necessary for a complete and workable system placed in operation.

1.02 RELATED REQUIREMENTS

A. PLANS and other Technical Specification Sections show and/or specify those features required to describe and illustrate functional requirements of the electrical system.

B. Work Shown on PLANS

1. The locations of electrical equipment shown on the PLANS are approximate only and are to be located exactly as necessary to fit the location of the equipment and not conflict with the installation of construction of the other trades.

2. Wire sizes are based on the loads indicated on the One-Line Diagrams and panel schedules as reflected by relevant Sections of Technical Specification Sections. Final wire sizes to be in accordance with the latest edition of the National Electrical Code (NEC), based on the requirements of the equipment actually furnished.

3. All relocation of electrical equipment and changes in wire and conduit sizes to be at no additional cost to the OWNER.

1.03 - 1.04 (NOT USED)

1.05 SYSTEM DESCRIPTION

A. Manufacturers

1. Furnish products of manufacturers specified in PART 2 of this Section. All products to be approved in writing prior to installation.

2. The products as described herein are applicable when required by the PLANS and/or other Technical Specification Sections and are included

to complement the electrical characteristics, ratings, and/or modifications as shown on PLANS.

3. All products of a given type to be furnished by a single manufacturer.

4. Material to bear Underwriters' Laboratory label if available for applicable product.

5. All products as described as follows to provide satisfactory operation and to require minimal maintenance under the following environmental conditions.

   a. Non-weatherproof Products/Controlled Environment: Indoors protected from corrosive atmosphere and elements of the weather.

      1) Temperature: 60°F to 100°F.

      2) Relative Humidity: 95 percent.

   b. Weatherproof Products/Noncontrolled Environment: Outdoors and indoors subjected to corrosive atmosphere or elements of the weather.

      1) Temperature: 10°F to 120°F.

      2) Relative Humidity: 100 percent.

6. Minimum interrupting ratings of the products to be at least equal to the available RMS symmetrical short-circuit current at the line terminals of the product, when applicable.

B. Construction

Comply with all National Electrical Code (NEC) requirements, local ordinances, and all other pertinent codes and standards.

1.06 SUBMITTALS

Furnish the following in accordance with Specification Section 01300 SUBMITTALS and as further required hereinafter.

A. Submitted literature to be marked in ink to show the paragraph in the Technical Specification Section(s) for which the material applies.

B. Summary Sheet: List any and all deviations in dimensions, capacities, or ratings from the dimensions, capacities, or ratings as shown on PLANS or in Technical Specification Section(s).

C. Tabulated Data: Furnish tabulated data for all required products that are described in PART 2 of this Section.

D. Catalog Data: Furnish catalog data cut sheets for all required products that are described in PART 2 of this Section, including highlighted indication of the following information when applicable for each submitted product.

1. Manufacturer's product name and model number.

2. Tag number identical to the one designated on PLANS.

3. Functional name.

4. Features.

5. Options.

6. Dimensions.

7. Description of construction, including enclosure rating.

8. Service requirements (e.g., power, water, etc.)

9. Short-circuit current rating.

E. Control Schematics and Instrumentation Diagrams: Furnish control schematics and instrumentation diagrams, when required, made from reproductions of the control schematics shown on PLANS with modifications as required but not redrawn in another format.

1.07 QUALITY ASSURANCE (NOT USED)

1.08 DELIVERY, STORAGE, AND HANDLING

A. Maintain materials and equipment in new condition, including the use of heat lamps and suitable coverings to prevent accumulation of excess condensation and construction dirt.

B. Protect materials and equipment from the weather, moisture, impact, corrosive liquids, gases, dust, and other agents that could cause damage.

1.09 PROJECT/SITE CONDITIONS (NOT USED)

1.10 SEQUENCING

A. Conform to the construction schedule and progress of the other trades.

B. Set all electrical apparatus in place whether supplied herein or under other Technical Specification Sections. Connect, test, service, and place equipment in operation.

1.11 SCHEDULING

A. Electrical and Telephone Service

The CONTRACTOR to contact, arrange for, and schedule initial service from the utility companies, as required. Any and all charges required by these utility companies for permanent service will be paid by the OWNER.

PART 2 - PRODUCTS

2.01 MANUFACTURER(S)

Manufacturer(s) to be as specified herein or as identified within other Specification Sections.

2.02 MATERIALS AND/OR EQUIPMENT

A. Conduit and Appurtenances

1. Rigid Steel Conduit

   a. UL-listed, mild steel hot-dipped galvanized inside and outside with hot-dipped galvanized threads in accordance with the latest editions of ANSI C80.1, UL6, Federal Specification WW-C-581E, and UL General Information Card #DYIX.

2. Rigid Aluminum Conduit

   a. UL-listed, No. 6063 aluminum alloy with T-1 temper designation in accordance with applicable standards as stated in paragraph 2.02 A.1.a. and including the latest edition of ANSI C80.5.

3. Rigid Polyvinyl Chloride (PVC) Conduit

   a. UL-listed, type 40, heavy wall PVC with 90°C wire rating suitable for direct sunlight applications in accordance with the latest editions of UL651 and NEMA TC-2.

   b. UL-listed, schedule 80, extra-heavy wall PVC with 90°C wire rating suitable for direct sunlight applications in accordance with the standards as listed in paragraph 2.02 A.3.a.

4. PVC-Coated Rigid Steel Conduit

   a. UL-listed, hot-dipped galvanized mild steel inside and outside with hot-dipped galvanized threads in accordance with the standards as stated in paragraph 2.02 A.1.a. Conduit to also include a PVC outer coating with minimal thickness of 40 mils and a phenolic inner coating with minimal thickness of 4 mils.

Coated conduit to comply with all requirements of the latest edition of NEMA RN-1.

b. Manufacturer to be Ocal, Inc., Perma-Cote Industries, or Robroy Industries.

5. Flexible Metallic Conduit

a. UL-listed, hot-dipped galvanized steel core with thermoplastic cover in accordance with the latest edition of UL360. Conduit also to be liquid tight and oil resistant.

b. Manufacturer and type to be Anaconda Company-Sealtite Type U.A., Electri-Flex Company-Liquatite Type L.A., or equal.

6. Conduit Fitting

a. Material of construction of fitting to be similar to the conduit it is used in conjunction with and to conform to the applicable standards of the conduit. Fitting also to be in accordance with the latest edition of UL514.

b. Manufacturer to be Crouse-Hinds, Appleton, or equal.

B. Conductor, Cable, and Appurtenances

1. Conductor to be soft annealed bare copper per ASTM B3, Class B strand per ASTM B8. Size 12 AWG and 10 AWG for power circuits to be solid above ground; all other wire including all control wire to be stranded.

2. Power and Control Cable

a. Above Ground: UL-listed Type THW or Type THWN rated for 600 volts AC and 75°C minimum. Insulation to be PVC. Conductors and insulation to be in accordance with the latest edition of UL83. Type THWN to have abrasion- resistant nylon jacket over insulation.

b. Below Ground. UL-listed Type XHHW-1 rated for 600 volts AC and 90°C dry and 75°C wet. Insulation to be cross-linked thermosetting polyethylene. Conductors and insulation to be in accordance with UL44 NEMA WC-7, ICEA-S-66-524.

c. Manufacturer to be Cablec, Okonite, Pirelli, Phelps Dodge, Triangle, Rome, or Kerite.

3. Shielded Instrumentation Cable

a. UL-listed Type VW-1 rated for 300 volts DC and 60°C minimum. Insulation to be polyethylene with aluminum polyester, 100 percent shield coverage, and chrome PVC jacket. Conductors to be twisted, stranded, tinned copper with stranded tinned copper drain wire.

b. Manufacturer and catalog numbers to be Belden #8760 or #8770 as required, Eaton-Dekoron #1852 or #1862 as required, or equal.

4. Wire Connector

a. UL-listed with fire-resistant, flame-retardant, thermoplastic shell in accordance with latest edition of Federal Specification W-S-610c.

b. Manufacturer and type to be 3M Company Type Scotchlock, Ideal Industrial Inc. Type Wire-Nut, or equal.

5. All-Purpose Electrical Tape

a. UL-listed, flame-retardant, weather-resistant vinyl plastic construction in accordance with latest editions of UL510 and either Federal Specification HHI-595b or Federal Specification HHI-595c.

b. Manufacturer, type, and model number to be 3M Company Type Scotch #33+, Plymouth Rubber Company Inc. Type Premium Black #4453, or equal.

6. Fire and Electric Arc-Proofing Tape

a. Flexible, conformable, unsupported intumescent elastomer with self-extinguishing characteristics in accordance with UL94.

b. Manufacturer, type, and model number to be 3M Company Type Scotch #77, Plymouth Rubber Company Inc. Type Slipknot #30, or equal.

7. Conductor Splice

a. Material properties, heat-shrink, cross-link polyolefin wrap-around sleeve affixed with positive mechanical closure with raised rail and water-tight seal. Include compression connector.

b. Manufacturer, type, and model number to be Ray-Chem CRSM and CRSM-CT, or equal.

C. Lighting Contactor

1. Contactor is to have a minimum of four (4) normally open 30A rated contacts.

2. Contactor is to have an electrically held 120V coil.

3. Contactor is to have a NEMA 4X enclosure.

4. Contactor is to have factory installed “Hand-Off-Auto” selector switch.

D. Photocell

1. 120V working voltage with 15A rated contact.

2. ½” stem mount with gasket and locknut

3. Adjustable light level slide.

4. Intermatic #K4121C or approved equal

E. Receptacle and Appurtenances

1. Receptacle

a. UL-listed, duplex ground fault circuit interrupting type with ivory face rated 125 volts AC, 20 amps continuous.

b. Manufacturer and catalog number to be Hubbel #GF20ALL or equal.

2. Cover Plate: Type, manufacturer, and catalog number to be as follows.

a. Non-weatherproof ivory thermoplastic type to be manufactured by receptacle manufacturer with compatible catalog number as required.

b. Non-weatherproof steel type to be Crouse-Hinds #DS23, Appleton #FSK-1DR, or equal.

c. Weatherproof UV-Stabilized polycarbonate type to be Intermatic WP1000 series, or equal.

F. Lighting Panel

1. UL-listed and in accordance with the latest edition of Federal Specification WP-115A, Type 1, Class 1. Panel to include a UL service entrance label when required.

2. System voltage rating to be 120/240 volts AC or 480/277 volts AC as shown on PLANS. Minimum integrated rating of 240 volts AC rated panel to be 10,000 RMS symmetrical amps, and minimum integrated rating of 480/277 volts AC rated panel to be 14,000 RMS symmetrical amps unless shown otherwise on PLANS.

3. Buses to be silver plated copper. Minimum size of buses and breaker frames to be 100 amps unless shown otherwise on PLANS.

4. Transformer-fed panels to have main breaker to match system. Breakers to be plug-in type in accordance with the latest edition of Federal Specification W-C-375b.

5. Enclosure to be NEMA 1 for controlled environment and NEMA 3R for noncontrolled environment unless shown otherwise on PLANS.

6. Rating, manufacturer, and type to be as follows.

   a. 240 volts AC to be Square D Type NQO or equal by General Electric, Siemens, or Cutler-Hammer.

   b. 480/277 volts AC to be Square D Type NEHB or equal by General Electric, Siemens, or Cutler-Hammer.

G. Molded Case Circuit Breaker

1. UL-listed, thermal magnetic type in accordance with latest editions of NEMA AB1 and Federal Specification W-C-375B.

2. Breaker to include the following features.

   a. Toggle type handle with quick-make, quick-break, over-center switching mechanism.

   b. Handle position trip indication.

   c. Inverse time delay and instantaneous circuit protection to be provided by each pole.

   d. Common trip for two-pole and three-pole types.

   e. 100 amp frame size minimum.

   f. Single adjustment variable magnetic trip elements for frame sizes greater than 100 amps.

   g. Enclosures, when required, to be as specified in paragraph 2.02 J.2.

3. Manufacturer to be Cutler-Hammer, General Electric, Square D, or Siemens.

H. Lighting Fixtures

1. General: Provide lighting fixtures, of the size, type, and rating indicated on PLANS, complete with, but not necessarily limited to, lamps, lampholders, reflectors, ballasts, support hardware, and wiring.

2. Ballasts - Fluorescent: Provide ballasts with high-power factor, rapid start, class “P,” low noise with “A” sound rating, thermally protected, encased and potted. Ballasts to have 0°F temperature rating.

3. Ballasts – High-Intensity Discharge (HID): Provide HID ballasts with high-power factor, “B” sound rating. Ballasts to have 0°F temperature rating.

I. Over voltage Surge Protection

1. Lightning or Surge Arrester

a. 260 volt minimum rated unit in accordance with the latest edition of ANSI C62.2.

b. Weatherproof enclosure with corrosion resistant mounting bracket and hardware required for installation as shown on PLANS.

c. Manufacturer, type, and catalog number to be General Electric Tranquil Series #9LI5°C or equal by Culter-Hammer or Square D.

J. Electrical Enclosure

1. Free standing 4X enclosure with water and dust tight gasket.

2. 24”x36”x90”. Single door along 36” side with continuous hinge, three point latching mechanism, and pad lockable handle.

3. 12 gauge Type 304 stainless steel with welded horizontal interior mounting rails and top mounted heavy duty lifting eyes.

4. Hoffman # A903624SSFSN4 or approved equal.

PART 3 - EXECUTION

3.01 General

A. Install all equipment and materials in accordance with the recommendations of each equipment manufacturer.

B. Use only persons skilled in type of work required by PLANS, and Technical Specification Sections.

3.02 PREPARATION (NOT USED)

3.03 ERECTION/INSTALLATION/APPLICATION AND/OR CONSTRUCTION

A. General

1. Install all conduits concealed where possible, unless indicated otherwise on the PLANS. All conduits underground to be encased in concrete.

2. Level and plumb all equipment. All junction boxes, equipment enclosures, raceways, etc. mounted on water-bearing or earth-bearing walls or other surfaces to be separated from the surface not less than ¼-inch by corrosion-resistant spacers.

3. Install pipe caps for conduits marked “spare” and capped bushings for conduits marked “telephone.” Leave a nylon pull wire (200# tensile strength) in each spare conduit. Allow 12 inches minimum of slack at each end.

4. Identification

   a. Provide 3-ply black-white-black phenolic nameplates with 3/8-inch-high lettering which properly identifies all electrical equipment and devices such as disconnect switches, control stations, panelboards, etc., as to what they are and the load with which they are associated. Attach nameplates to the equipment with brass screws where possible. Locate adjacent to the equipment if it is not possible to attach to it.

   b. Provide polyethylene or polyvinyl chloride identification tags which properly identifies all equipment and devices mounted inside all control centers and panels. Manufacturer and type to be Almetek Type Mini-Tags or equal.

   c. Proper identification of equipment and devices to include tag numbers as shown on PLANS, and/or in Technical Specification Sections.

B. Rigid Steel Conduit - Above Ground - Indoors - Dry Locations

1. Installation practices to be in accordance with AISI Design Manual "Steel Electrical Raceways" and the NEC.

2. Exposed Conduits

a. Install conduits parallel or perpendicular to walls, structural members, and ceilings.

b. Install groups of conduits on Unistrut P-1000 supports or equal. Surface mount on structural members.

c. Two or more conduits in the same direction must have symmetrical bends for changes in direction. Use fittings to make changes in direction for conduits larger than 1-inch.

d. Support conduits with screw clamp backs, U-bolts, parallel or right angle conduit clamps, as applicable.

e. Use locknuts inside and outside of an enclosure and insulating bushings by O-Z/Gedney or equal to connect conduits.

f. Cap all conduits during construction.

g. Install insulating type grounding bushings equal to O-Z/Gedney Type BLG at the conduit entrance to all electrical equipment such as transformers, motor control centers, and control panels.

h. Install conduits to avoid moisture traps. Provide a "T" fitting at the bottom of long vertical conduit runs. Install a Crouse-Hinds ECD or equal drain in the bottom openings of the fitting.

i. Install conduit system complete with outlet boxes and fittings before pulling in wiring.

j. Support conduits in accordance with the NEC, between couplings, on either side of bends, at terminations, and fittings.

k. Use liquid tight flexible conduit in lengths of 24 to 36 inches to connect to motors, solenoid valves, and any equipment subject to vibration.

C. Rigid Aluminum Conduit - Above Ground - Exposed Outdoors, Wet or Damp Locations

1. Install per paragraph 3.02 B.

2. Conduits in damp locations to be installed so that they are exposed to air circulation on all sides.

3. Use Myers Scru-Tite hubs or equal at all conduit entries to sheet metal enclosures outdoors.

D. Conduits - In Concrete Construction

1. Use rigid steel except where concrete is in contact with water or earth, Schedule 40 PVC to be used in these conditions.

2. Install an O-Z/Gedney Type DX or equal watertight expansion fitting where conduit crosses expansion joints.

3. Install conduit in the middle one-third of the slab or wall thickness.

4. Do not install conduits in slabs or walls if their outside diameter exceeds one-third of the thickness of the slab or wall.

5. Provide 1-½ inches separation between conduits except at panelboard and motor control center locations where conduits have to be grouped.

6. Install conduits at entrance to or exit from concrete construction so that curved portions are not visible externally.

7. Terminate conduits designated for future use with flush conduit coupling and Crouse-Hinds PLG plug or equal. Adjust pipe plug so that it is flush with the finished surface.

8. Sleeves through footings for exterior runs to be O-Z/ Gedney Type FSK or WSK as required or equal by 3M Company or G&W Electric Company.

9. Provide PVC coated rigid steel long radius fittings for all elbows greater than 45 degrees.

E. Conduits - Below Ground

1. PVC Schedule 80

a. Install for individual runs and for grouped conduits.

d. Grade conduits to pull boxes.

e. Draw cleaning mandrel and rag through conduits before installing conductors.

f. Transition to be of same material as above ground conduit when connecting to below ground conduit indoors. PVC-coated rigid steel coupling with approved adaptor to be used when

transitioning from below ground conduit to above ground conduit outdoors.

g. Provide PVC coated rigid steel long radius fittings for bends 45 degrees and larger. For bends less that 45 degrees, make bends with an approved hot box bender.

h. Install in accordance with the conduit manufacturer's recommendations. Use solvent weld cement sparingly. Do not use the clear-type fast-drying cement.

i. Install markers at the beginning and end of each run, every 100 feet in straight runs, and at all direction changes. Use 12-inches square by 6-inches deep Class C minimum concrete with "ELEC." cast in the concrete. Set top of concrete 1-inch above finished grade. Letters to be 2 inches wide and 3 inches high with ½-inch spacing between letters. Top edge of marker to have 1-inch chamfer at 45E.

F. Plastic Conduit - Above Ground: Where specifically shown on PLANS, use PVC Schedule 80 heavy wall conduit installed in accordance with manufacturer's recommendations and with a continuous grounding wire.

G. Wire and Cable

1. Size: Not smaller than 12 AWG, except control wire to be minimum 14 AWG stranded.

2. Color Coding: Provide color coding as follows unless otherwise specified by local ordancies:

a. Single phase, 120/240 volts - Red (L1), Black (L2), White (N).

b. Three phase 120/240 volts - Black (Phase A), Orange (Phase B) Blue (Phase C), Gray (Neutral)

c. Three phase, 120/208 volts - Black (Phase A), Red (Phase B), Blue (Phase C), White (Neutral).

d. Three phase, 480/277 volts - Brown (Phase A), Purple (Phase B), Yellow (Phase C), Gray (Neutral).

e. Control conductors - red.

f. Ground wire - green.

3. Where factory color-coded wire is not available, a 1-inch band of colored Scotch tape or equal may be used near the ends of each

conductor. Conductors smaller than No. 8 are not to be taped for color-code.

4. Use Polywater J lubricant to pull all wires.

5. Make all splices and terminations in boxes and only where shown on PLANS. Size per boxes NEC.

6. Use compression type lug connectors on all motor connections and at other equipment subject to vibration.

7. Use compression type connectors on all other connections involving conductors 6 AWG and larger.

8. Use spring lock connectors where compression type are not specified.

9. Do not install more than two 120/240 volt circuits or one 480 volt circuit in one conduit unless indicated otherwise on PLANS.

10. Remove all burrs and swab conduits clean before pulling in wiring.

11. Do not exceed maximum pulling tension or sidewall pressure when installing cable.

12. Terminate stranded wiring by use of lugs or pressure type connectors. Do not terminate stranded wiring by wrapping stranded wire around terminals.

13. Ground shielded cable only at one point, i.e., at the panel, if possible or as recommended by manufacturer of device which shielded cable is connected to. Shields to be continuous throughout the length of the wiring run.

14. Mark all instrumentation and control wiring at each end of a run. Use Brady or approved equal adhesive wire markers.

15. Use cable tags to tag all main and feeder cables in all pull boxes, wireways, wire gutters, panels, and motor control centers. Identify wire or cable number and equipment served.

16. Leave sufficient length on all spare cables and wires to make a connection anywhere within an enclosure. Terminate with insulating tape and tag with a cable tag.

H. Junction and Pull Boxes

1. Install where shown on the PLANS and elsewhere as required to facilitate installation of the wiring system.

2. Plug all unused openings with suitable conduit plug equal to Crouse-Hinds Type PLG.

3. Install in concrete so that the front edge will not set back of the finished surface more than ¼-inch.

4. Provide adequate supports.

5. Install so that covers are accessible for easy removal.

6. Provide endoures rated for NEMA 4 with breather and drain for outdoor installations.

I. Light Switches and Receptacles

1. Install at the approximate locations shown on PLANS.

2. Light switch mounting height to be 4 feet, 6 inches above finished floor unless otherwise noted.

3. Receptacle mounting height to be 18 inches above finished floor in office and laboratory areas, 8 inches above all counters, 4 feet, 6 inches in all other places unless special mounting height is required by equipment being served or unless otherwise noted.

J. Panelboards

1. Surface mounted as indicated on PLANS.

2. Provide spare conduits stubbed out for future use, as indicated on PLANS.

3. Mount to have top breaker AT 6 feet, 6 inches above finished floor.

4. Type in all circuits on the panel directory card immediately prior to job completion.

K. Grounding

1. Furnish a grounding system as required by the NEC and as further described herein.

2. Ground all electrical equipment, lights, receptacles, etc., with a separate equipment ground wire or a continuous metallic raceway system. Provide a ground conductor for all non-metallic and metallic raceways.

3. Install grounding system electrically and mechanically continuous throughout. Do not bond to the system neutral except at the service entrance.

4. Ground transformer neutrals to their housing, and bond the housing to the equipment grounding conductor.

5. Connect equipment grounding conductors to ground bars or buses provided at panelboards, motor control centers, disconnect switches, switchgear, etc., from which the equipment is served. Install a bonding jumper from the grounding lug on each conduit to the ground bar or bus.

6. Where the equipment has no facility to attach an equipment ground wire, use a Burndy Quicklug or equal. Clean the metal surface under the lug to bright metal so that good contact can be made.

7. Connect equipment grounds to motors using a grounding stud threaded into the stationary frame of the motor in the motor junction box.

8. Make ground connections to equipment by using ground lugs or ground bars where they are provided. Do not make connections to equipment anchor bolts.

9. Use a fusion process, Burndy Thermoweld, Cadweld, or equal, to make connections to ground rods and at any joint or connection which will be inaccessible after construction.

11. Use ground clamps where grounding bushings are not specified. Use copper clamps on copper, brass, or lead pipe. Use galvanized iron on galvanized or iron pipe.

12. Furnish bonding jumpers as shown or as otherwise required by the NEC. Use stranded copper wire.

13. Coat fusion-welded connections with coal tar pitch.

14. Provide a PVC sleeve where ground wire passes through concrete slab.

15. Install sufficient ground rods and wiring so the resistance between metal equipment or structural members and ground is 5 ohms or less.

16. Exposed grounding conductors to be insulated.

17. Connect ground wires entering outlet boxes in such a manner that removal of the receptacle will not interrupt the continuity of the grounding circuit.

18. Connect each motor control center ground bus to the grounding system in at least two locations.

19. Grounding conductor to be same size as phase conductor if required by local code in any part of circuit routed in nonmetallic conduit.

20. Grounding Electrode System (GES) to be provided in compliance with NEC Articles 250-81 and 250-83 and in accordance with the following.

    a. Metal underground water pipe, metal building frame, concrete-encased electrode, and ground ring to be utilized when available per NEC Article 250-81.

    b. In addition to items previously listed, a ¾-inch-diameter copper-clad ground rod with 10-foot minimum length to be installed as part of GES per NEC Article 250-83.

3.04 - 3.05 (NOT USED)

3.06 ADJUSTING

A. General: Provide all equipment and labor required for calibration, setting, and testing as described herein or otherwise required. All tests to be witnessed by the OWNER and ENGINEER. Give written notification of the tests at least 7 days prior. Repair or replace all defective material, equipment, or workmanship disclosed as a result of these tests at no cost to the OWNER.

B. Records: Provide the OWNER with a written record of all tests, including the piece of equipment tested, the date tested, weather conditions, test values, and results.

C. Megger Tests

1. Use a minimum 500-volt megohmmeter.

2. Take each reading for at least one minute.

3. Include the following tests:

    a. 115-volt and 230-volt motors: 5.0 megohms.

    b. 460-volt motors: 7.0 megohms.

    c. 480-volt transformer windings: 100.0 megohms.

    d. 600-volt wiring up to 1,000 ft.: 25.0 megohms.

4. Test all transformer windings as follows:

    a. Primary to ground.

    b. Secondary to ground.

c. Primary to secondary.

D. Ground Testing

1. Take ground resistance measurements in normally dry weather, not less than 48 hours after rainfall, with the ground under test isolated from other grounds.

2. Measure the resistance of each ground rod. Submit in writing to the OWNER a record indicating the rod location, the resistance measures, and the soil condition at the time.

3. Take ground resistance measurements on the building water service when used as a ground.

4. Install additional grounding if the resistance to ground measures more than 5 ohms at any location.

E. Motors

1. Megger test motors per paragraph 3.06 C.

2. Dry out any wet insulation by use of space heaters or other approved methods.

3. Check coupling alignment, shaft end play, lubrication, and other mechanical checks as required. Follow manufacturer's instructions.

4. Check for proper rotation.

F. Receptacles: Test all receptacles for proper connections and grounding. Use an approved plug in tester, Hubbell 5200, Woodhead 1750, or equal.

G. Control Circuits

1. Check all circuits for continuity, proper connection, and proper operations.

2. Set all time-delay relays and timers for the desired operation. Record the settings indicating the relay or timer, its location, and the setting used. Verify all settings with a stopwatch.

H. Lighting

1. Install lighting fixtures in accordance with fixture manufacturer's written instructions and recognized industry practices.

2. Fasten fixtures securely to structural support members. Ensure that all fixtures are plumb or level.

3. Testing

a. Upon completion of installation of lighting fixtures and after circuitry has been energized, apply electrical energy to demonstrate proper operation of lighting fixtures and controls.

b. Install all new incandescent lamps just prior to final inspection. Replace gaseous discharge and fluorescent lamps that are defective, show discolorations, or have exceeded more than 1/3 of their rated life with new lamps for final inspection.

c. Immediately before final inspection thoroughly clean all fixtures inside and out, including plastics and glassware, adjust all trim to properly fit adjacent surfaces, replace broken or damaged parts and lamp, and test all fixtures for electrical and mechanical operation.

3.07 - 3.10 (NOT USED)

3.11 MEASUREMENT AND PAYMENT

Measurement and payment for electrical items shall be per item and unit description as specified in the bid proposal.

END OF SECTION

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SECTION VI
PLANS

ATTACHMENT A

CONTRACTOR'S STATEMENT OF QUALIFICATIONS
("Statement")

Date of Contractor's Statement: _____

_____

Legal Name of Contractor

☐ Individual
☐ Partnership
☐ Joint Venture
☐ Corporation
☐ Limited Liability Company
☐ Other (Please explain) _____

Address _____

_____

_____

Telephone (_____) _____ Fax (_____) _____

Federal Identification Number (E.I. or S.S.) _____

I (i) certify that all information contained in this Statement is true, correct, and complete and (ii) am an authorized representative of Contractor and duly authorized to execute this Statement.

By: _____

Name (please print/type): _____

Title (please print/type): _____

CONTRACTOR INFORMATION AND EXPERIENCE QUESTIONNAIRE

ORGANIZATIONAL BACKGROUND

Type of Organization (circle one):

Sole Proprietorship Partnership Corporation Limited Liability Company Other: _____ _____

1. Date of Organization/Incorporation: _____

2. Dunn & Bradstreet Number: _____

3. Principal place(s) of business: _____
_____

4. Partners/Principals/Owners (owning 10% or more): _____
_____
_____

5. Officers:
   President _____
   Vice President _____
   Secretary _____
   Treasurer _____

6. How many years has the business been operating under its present name? _____
   a) Under what other names has the business operated? _____
   _____
   b) If the answer to any of the following questions is "Yes", attach details including a list of creditors amount owed each, amounts repaid, resolution of proceedings, etc.:

YES	NO	
☐	☐	Has the business ever defaulted, declared bankruptcy, or undergone reorganization procedures?
☐	☐	Has a predecessor of the business defaulted, declared bankruptcy, or undergone reorganization procedures?
☐	☐	Are there presently any outstanding claims pending against the business?
☐	☐	Has the business been involved in litigation within the past 5 years or is it currently involved in litigation?

CONSTRUCTION EXPERIENCE

1. How many years of experience in construction work has the business had?
   As a general contractor _____years As a subcontractor _____years

2. What types of work does the business normally perform? _____
   _____
   _____

3. Has the business or any owner, officer, partner or member of the business:

YES	NO	
☐	☐	ever failed to complete a construction contract, forfeited a bid bond/proposal guaranty, had liquidated damages withheld from its total compensation due on a contract, or refused to enter into contract for work awarded to it? If yes, attach details, including name of project, contract amount, type of work, name and address of project engineer, contractor, and owner, when where, and why.
☐	☐	ever been cited or convicted for violation of any OSHA or State safety law/regulation? If yes, attach details, including project name, project engineer, owner, when, where, governing agency, and final disposition, of citation or conviction.

4. Attach a list of all projects with construction cost greater that $100,000 that the business has completed within the last 5 years in the local area (beginning with the most current and not to exceed the last ten consecutive jobs). Include the following information:

   - Name of Project
   - Amount
   - Type of Work
   - Percentage subcontracted
   - Amount subcontracted
   - Schedule completion date
   - Date completed
   - Location (city, county, state)
   - Name, address, and telephone number of:
     Project Engineer
     Contractor (if subcontractor)
     Owner

5. Attach a list of major construction projects the business has in process. Include the following information:
    - Name of Project
    - Amount
    - Type of Work
    - Percentage Completed
    - Schedule Completion
    - Location (city, county, state)
    - Name, address, and telephone number of:
    - Project Engineer
    - Contractor (if subcontractor)
    - Owner

6. Provide resumes and list construction experience of the principal individuals of your organization (include not only officers and principals of the organization, but also field superintendents who will be in charge of the Work). Add additional sheets as needed.

Name	Current Position	Years w/Company	Years Experience

7. Attach a list of subcontractors that are anticipated to perform any portion of the Work valued at $25,000 of the total bid or more. Include the following information:

    - Name
    - Address
    - Work to be done
    - Percentage of Contract
    - Estimated amount of Contract
    - Individuals responsible for Work

REFERENCES

1. List all banks with which the Contractor has done business during the past 5 years. List the current bank first. Add additional sheets as needed.

Bank Name	Address	Contact Telephone

2. Provide the following information regarding payment, performance, and maintenance bonds:

   a) Name and address of surety company:

   b) Company File Number: _____

   c) Authorized to do business in the state where the Site is located? _____

   d) Authorized to issue payment, performance, and maintenance bonds within the state where the Site is located? _____

   e) Maximum amount of bond authorized to issue: _____

   f) Rating (as listed in Best's Key Guide): _____

   g) Financial size category (as listed in Best's Key Guide): _____

3. Name and address of agent and agency (company or partnership for which agent works): _____

4. Does agent have appointment from insurance company authorizing agent to sign bonds? _____

5. Attach business financial statements, including most recent income statement and balance sheet. If most recent information available is unaudited, but business has audited statements available for an earlier period, include unaudited as well as audited statements.

AUTHORIZATION FOR VERIFICATION AND AFFIDAVIT
("Authorization")

STATE OF _____

COUNTY OF _____

The undersigned, _____, being duly sworn, deposes and says that he/she is _____ of _____ _____ (the "**Contractor**") and declares that:

1. The Contractor's Statement of Qualifications (the "**Contractor's Statement**") is given for the express purpose of inducing the Company and/or Owner, if applicable, to award the Contractor a contract.

2. Any person, depository, agency, or other entity named in the Contractor's Statement is authorized to supply Company and/or Owner, if applicable, or its representative with any information necessary to verify statements contained in the Contractor's Statement.

3. The Contractor's Statement is a true and accurate statement as of the date of the Contractor's Statement.

4. The financial statements included with the Contractor's Statement are taken from the Contractor's financial records, and are true and accurate statement of Contractor's financial condition as of their date.

5. I am authorized to execute this Authorization on behalf of the Contractor on this _____ day of _____, 20_____.

By: _____

Name:_____
(please print/type)

Title: _____
(please print/type)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Notary Public, State of _____

CLARIFICATIONS

Bid Requirements

- Bid Form: Five (5) total, one (1) original and four (4) copies
- Form PEID: Five (5) total, one (1) original and four (4) copies
- Form W-9: Five (5) total, one (1) original and four (4) copies
- Qualifications Statement: Five (5), one (1) original and four (4) copies – See Attachment A from this document
- Debarment Form: Five (5), one (1) original and four (4) copies
- Conflict of Interest Disclosure Report (If Applicable): Five (5), one (1) original and four (4) copies
- Bid security of 5% of total bid from an insurer licensed to do business in the state of Texas, or a cashier's check in the amount of 5% of the total bid.

Questions & Answers

Q: Is there an estimated cost?
A: The engineer's estimated cost for the subject project is between $4 and $5 million.

Q: What item is the 3/4" Aluminum Conduit and J-Boxes bid under.
A: All bidders are advised that there will be no separate payment for work shown on the Project Plans unless specifically established in the Bid section of the Contract Documents. Include cost of this work in the Contract Unit Price for items of which this work is a component part or incidental. In this case the Junction Box and associated conduit are to be included in the costs for the 61 Street Pedestrian Bridge.

Q: Will underground conduit be concrete encased? Plan sheet notes show direct bury, specifications call for all conduit underground to be encased in concrete.
A: On this project all electrical conduit will be per the Plans and will be direct buried with the appropriate electrical marker tape.

Q: The bid form sections for Washington Park Base and Alternate Bids sections contains unit pricing for Treated Timber that is measured by the MBF. This method is of measurement makes bidding the items difficult due to other cost related to the timbers for fasteners. The fasteners connect to more than one type of Timber bid item so actual cost of the bid items will not be accurate for additions and deductions as the work is performed. I suggest leaving the Timber Pile bid items as they are and changing the Timber Framing items to a Lump Sum for Timber Framing and Fasteners.
A: This method of measurement is consistent with the TxDOT standard for payment of treated timber. The bids items will remain as they are in the bid tab.

Q: The plans refer to Pavilions as Pittsburg Shelters but cannot find a spec on them. The plans note site furnishing and do not see a spec on them. The Specifications Section V does not have an Index listing the specifications sections that are included in the project spec manual.

A: Specifications for the pavilions and other site furnishings will be provided through an Addendum.

Q: Would Big R Bridge be an acceptable manufacturer for the Pedestrian Bridge? Their contact info is Big R Bridge Aaron Clause 650 Mansfield, TX 76063 Ph 970 302-2511 Cell 817-788-9118
A: Per the Instruction To Bidders all bidders are to base their base bid on the manufactures specified in the Specifications. Should the Bidder desire to use any substitution, prior approval shall be obtained from the County sufficiently in advance in order that an addendum might be issued.

Q: During the prebid meeting a reference was made to scheduling the bridge in March. Could you elaborate if there are timelines for different phases of the project outside the 210 calendar days?
A: At the Pre Bid it was discussed that the Boat Ramp must be completed by March 1, 2016 and that there may be a phasing of the project. The Contract Time of 210 Calendar days will remain in effect. This is all subject to consideration and will be clarified by addendum.

Q: It was indicated in the pre-bid that the bid date was going to be extended to July 16, 2015. Is that still the intention?
A: An addendum will be forthcoming to verify the extended bid date.

Q: Please clarify the type of coating that is to be applied to the sheet piling: The Notes on the drawings indicate that the piling is to be coated with Coal Tar Epoxy whereas; Item 407 Steel Piling in TxDOT Standard Specifications indicate that piling in Marine applications should be coated with paint meeting the requirements of NORSOK Standard M-501, Coating System No. 7. Please advise which type of coating is required. Also please clarify the coating limits: The Notes on the drawings indicate that the piling is to be coated on top 20' or 30' whereas; Item 407 Steel Piling in TxDot Standard Specifications indicate that coating is to be applied from the top of pile to 15' below finished grade or dredge line, unless otherwise shown on plans. Please advise or confirm the coating limits.
A: The Plans control which is in keeping with TxDOT Coordination of Plans, Specification – Job-specific plan sheets govern over specifications. Therefor the Coal Tar Epoxy coating is required coating with the coverage shown on the plan sheets.

Q: Drawing Sheet 2, General Notes, requires the contractor to obtain all required construction permits at the contractor's expense. Please provide a list of the required permits that the contractor is responsible for on this project, along with the issuing agency for those permits.
A: There is no list. Successful Bidder will be responsible for acquiring all permits and if there are associated fees for same they will be added to the Contract by Change Order.

Q: Please provide any pre-bid meeting minutes or presentation provided at the pre-bid meeting.
A: The Pre Bid meeting consisted of reiterating that which is found in the Section I, Section II and Section III of the Bidding Documents.

Q: Prevailing Wage Rates – which rates are applicable to this project, Heavy or Highway rates? If both, is the contractor to determine which set of rates applies based on work being performed?
A: The Prevailing Wage Rates are within the Documents. It will be the successful Bidders responsibility to adhere to those rates that are applicable.

Q: Are as-built drawings of the existing structures and utility locations available for the project sites? If so, please provide.
A: All available information regarding the project is shown on the Plans and within the bidding documents.

Q: Shop Drawings & Submittals - What timeframe can the contractor expect return of submittals from Engineer for initial and, if required, resubmittals?
A: The question is irrelevant to the bidding of the project. Submittals will be returned in a timely manner.

Q: Please provide a Bidder's Checklist of the documents required to be submitted with contractor's bid in order to be a responsive bid.
A: A Bidder's Checklist of required documents will be made available through addendum.

Q: Please confirm that vibratory hammers are acceptable for installation of sheet pile and timber pile on this project.
A: Vibratory hammers are acceptable and may result in less impact.

Q: Are there any vibration limitations for pile driving operations? If so, please provide details along with which party is responsible for monitoring vibrations.
A: There are not any limitations with regard to the pile driving. However, the contractor is responsible to make sure that adjacent properties are not affected by any activities related to the construction of the project.

Q: Will a two-part NTP be considered for this project to allow for approval/ordering of materials with long fabrication and/or lead times?
A: No only one (1) NTP

Q: General Terms & Conditions, Para. 41, Hindrances & Delays – if the contractor is delayed as a result of actions, or inactions, by the owner or engineer, and thru no fault of the contractor, how will the resulting costs associated with delays to contractor's construction operations be resolved?
A: Resolutions will be per General Terms & Conditions Paragraph 42 Time of filing Claims.

Q: Please clarify if the owner will be providing the testing services for the onsite work, i.e. concrete testing, soils testing, weld testing, etc.?
A: The owner will provide geotechnical testing relating to soil densities and 7 & 28 day concrete test cylinders. All other testing will be at the contractor's expense.

Q: Is the Buy American Act applicable to this contract?
A: The Buy American Act is not applicable to this contract.

Q: Please clarify whether cold-rolled sheet pile will be allowed for this project if meeting the section/strength properties of the PZ sheets.
A: Cold-rolled sheet pile will not be allowed for this project under any circumstances.
Q: Will substitutions be allowed for the PZ22 and PZ27 sheet pile? If so, please provide minimum section properties for substitute sheets.
A: Substitutions of equivalent strength per foot are acceptable.

Q: Some major items have long lead times. Can the NTP date be mutually negotiated after award of the contract to the low bidder so that contract time is not accumulating while waiting for materials?
A: The NTP will be issued for the entire Contract Time with no grounds for negotiation.

Q: The critical item appears to be the sheet pile as very little work can be accomplished until a considerable amount of the bulkhead is installed. The parking area, electrical ,gazebos, pedestrian bridge end bents, timber docks, ramp, vegetation strip, concrete retaining walls, rip rap, etc. all depend on the bulkhead being installed. With a delivery time for the PZ 22/27 piling estimated for the middle of December, 2015 (5 months after bid opening), it would appear that the NTP should account for this. Will that be considered when establishing the NTP?
A: The NTP will be issued by the County as described in the Contract Documents.