



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

November 6, 2014

RE: ADDENDUM #1
RFP #B151010 High Island Emergency Shelter/Gymnasium Facility

To All Prospective Proposers,

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

NON-MANDATORY PRE-PROPOSAL CONFERENCE MEETING:

The non-mandatory pre-proposal conference meeting for RFP # B151010 High Island Emergency Shelter/Gymnasium Facility originally scheduled for Monday, November 17, 2014 at 11:00 A.M. has been re-scheduled. The new date for the meeting is as follows:

Date: Tuesday, November 18, 2014
Time: 11:00 A.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,

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

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

November 14, 2012

RE: ADDENDUM #2
RFP #B151010 HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY

To All Prospective Proposers,

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

CORRECTION:

The attached pages were omitted from the original proposal packet. The omitted pages include the last five (5) pages of the General Provisions (pages 16-20) and the first sixteen (16) pages of the Special Provisions.

QUESTIONS:

Question #1: *The bid documents reference a substantial completion of the project within 395 calendar days after award. Based upon this information we would estimate substantial completion to be in February of 2016. Is this correct?*

Response: Substantial is 365. Final is 395.

Question #2: *We would like to know the budget for this project, so we can find out if our company can bid for this job.*

Response: The Engineer has estimates \$3.5 million for this project.

GENERAL INFORMATION:

The following proposal substitution has been accepted by Galveston County: Lamvin, Inc.; Sonic 1-1/2 Ultra High Impact Acoustical Wall Panels.

Please send 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,

Gwendolyn McLaren, CPPB

Gwendolyn McLaren, CPPB
Assistant Purchasing Agent
Galveston County

GENERAL PROVISIONS
HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY
GALVESTON COUNTY, TEXAS

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:

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

Contract Clause:

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

52. SUBJECT TO APPROPRIATION OF FUNDS:

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

53. 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 (Proposer shall provide its notice information with its proposal submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when received for by, or actually received by, the receiving Party.

**GENERAL PROVISIONS
HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY
GALVESTON COUNTY, TEXAS**

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:

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

54. NON-DISCRIMINATION:

- A. **Equal Employment Opportunity:** Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer 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. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Proposer will, in all solicitation or advertisements for employees placed by or on behalf of Proposer, 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.

Proposer 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.

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

- B. **Drug Free Work Place Act:** Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.
- C. **Americans with Disabilities Act:** Proposer shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.

GENERAL PROVISIONS
HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY
GALVESTON COUNTY, TEXAS

- D. **OSHA Regulations:** Proposer 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:** Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer 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 Proposer 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:** Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

55. RECORD RETENTION AND RIGHT TO AUDIT:

Proposer 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, Proposer shall allow the County reasonable access to the records in Proposer'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 Proposer 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 Proposer 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.

56. 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.

GENERAL PROVISIONS
HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY
GALVESTON COUNTY, TEXAS

- 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 Noncompliance:** 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.

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

Proposer 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, Proposer 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 proposal. **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 Proposer's proposal and is a mandatory requirement of this RFP.** Proposer's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this RFP and grounds for the rejection of Proposer's proposal. .

**GENERAL PROVISIONS
HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY
GALVESTON COUNTY, TEXAS**

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

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer 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. Proposer 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 proposal, the Proposer certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Proposer within its response to the RFP and that all such persons are current in child support payments.

59. LABOR STANDARDS:

Proposer acknowledges that the contract to be awarded pursuant to this RFP is on a grant program funded with Federal funds. Proposer 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. Proposer 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

The remainder of this page intentionally left blank

ADDITIONAL INSTRUCTION TO PROPOSERS

SPECIAL PROVISIONS

The Special Provision section of this Request for Proposal solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Request for Proposal and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understanding with respect thereto.

1. Use of Separate Proposal Forms

These contract documents include a complete set of proposal and contract forms which are for the convenience of the Proposers and are not to be detached from the contract document, completed or executed. Proposal forms are provided within this Request for Proposals for your use.

A. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

B. If it becomes necessary to revise any part of this Proposal, a written notice of such revision will be provided to all Proposers 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 Proposers in a written addendum from the Purchasing Agent.

2. Inspection of Site

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

3. Alternate proposal items

No alternate proposals or proposal items will be considered unless they are specifically requested by the technical specifications. All requested Alternates shall be proposed. If no change in amount or time to the Base Proposal is required as a result of the Alternate, enter "No Change".

4. Proposals

- a. All proposals must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
 - b. All proposals must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the Proposer.
 - c. Proposal documents shall be sealed in an envelope and clearly labeled with the words "Proposal Documents", the County RFP number, name of Proposer and the date and time of proposal opening.
-

- d. The Grant Recipient may consider as irregular any proposal on which there is an alteration of or departure from the proposal form and, at its option, may reject any irregular proposal.
- e. If a contract is awarded, it will be awarded to a responsible Proposer on the basis of the lowest/best proposal and the selected alternate proposal items, if any. The contract will require the completion of the work in accordance with the contract documents.
- f. The Proposer will list on a separate sheet of paper any exceptions to the conditions of the Proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception. Proposer is cautioned that exceptions to the proposal conditions may result in the rejection of the proposal.

5. Proposal Modifications and Withdrawl Prior to Proposal Opening

- a. A Proposer may modify a Proposal by letter at any time prior to the submission deadline for receipt of Proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by Proposer guaranteeing authenticity. Proposals 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 consideration of same.
- b. Likewise, any Proposer may modify a proposal by submitting a supplemental proposal in person prior to the scheduled closing time for receipt of proposals. Such supplemental proposal should mention only additions or subtractions to the original proposal so as to not reveal the final prices or terms to the Grant Recipient until the sealed proposal is open.
- c. The Proposer or his duly authorized representative may withdraw a proposal by request, provided such request is received by Galveston County at the place designated for receipt of proposals and prior to the time fixed for the opening of proposals. The Proposal Bond will be returned with the proposals if withdrawn in accordance with the above. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal at the time and place stated.

6. Statement of Proposers Qualifications

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

7. Unit Price

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

8. Wages and Salaries

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

9. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, gender, or national origin.

The proposal shall be submitted in the order set forth below:

- A. MONETARY PRICE PROPOSAL. Provide a Stipulated Sum Price Proposal for all labor, services, materials, tools, equipment, and supervision necessary for final completion of construction of the Project in accordance with the Project Schedule, Contract Documents (including General, Supplementary and other Conditions of the Contract), Drawings and Specifications, Addenda and other Construction Documents provided. Contractor's Proposal shall include no amount for sales or use taxes for which Owner is exempt. Such taxes shall not be reimbursable costs. Offeror's Monetary Proposal shall be prepared on the form attached hereto as **Invitation For Proposals Attachment A**.
- B. CONTRACTOR CERTIFICATIONS: Complete, sign and submit the Contractor Certifications Form, **Invitation For Proposals Attachment B**.
- C. NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER: Complete and submit the Non-Collusive Affidavit of Prime Proposer, **Invitation For Proposals Attachment C**.
- D. BID BOND. Complete and submit Bid Bond documents, **Invitation For Proposals Attachment D**
- E. OFFEROR QUESTIONNAIRE: Complete, sign and submit the Offeror Questionnaire (and any necessary attachments), **Invitation for Proposals Attachment E**.
- F. COUNTY OF GALVESTON PURCHASING DEPARTMENT BUILDING CONSTRUCTION – VENDOR QUALIFICATION PACKET: Complete, sign and submit the County of Galveston Purchasing Department Building Construction – Vendor Qualification Packet (and any necessary attachments), **Invitation for Proposals Attachment F**.

10. Selection Criteria

Evaluation will be based on the Offeror's response to the Offeror's Monetary Proposal and the Offeror's Questionnaire. Within forty-five (45) days after the deadline for proposal submissions, the Owner will evaluate the submitted sealed proposals and will evaluate and rank each proposal submitted in relation to the selection criteria set out below ("Selection Criteria"). The Selection Criteria for selection of the contractor, by the Owner, will be based upon the factors listed below (weighted against a total amount of 100%)

Weight (Points)	Criteria	Description
70	Proposed Amount for Base Bid	Proposed Construction Contract amount for base bid. A lower contract amount equates to a higher score. A calculation methodology will be used.
5	Timely Completion	Based upon references provided, the probability of satisfactory timely completion of the work.

5	Claims History	The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years.
5	Post Construction responsiveness	Based upon references provided, the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work.
10	Experience on Similar Projects	The ability of a proposer to demonstrate relevant experience on similar projects and experience with the governmental market. The ability of the proposer to demonstrate a history of performance, with particular emphasis placed on similar scope for contractor and proposed subcontractors. The ability of a proposer to demonstrate the quality and reputation of the proposed suppliers and subcontractors. References may also be used to evaluate satisfaction of this criteria.
5	Key Personnel	The ability of the proposer to demonstrate the qualifications of the key personnel for this project. Relevant experience with a project of similar scope and schedule will lead to a higher score. Identification of the superintendent and project manager will be relied upon as the basis of the evaluation.

INVITATION FOR PROPOSALS ATTACHMENT A MONETARY PRICE PROPOSAL

- 1. **OWNER:** Galveston County
- 2. **PROJECT:** High Island Shelter/Gymnasium Facility RFP #B151010
- 3. **Architect/Engineer** Lockwood, Andrews & Newnam, Inc.

4. SUBMITTED BY:

Proposer Name

Proposer Address

Proposer Phone Number

Proposer e-mail or website

5. PROPOSAL:

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated October 31, 2014 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.

B. In submitting this proposal, the undersigned, agrees to the following:

- 01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
- 02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
- 03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
- 04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
- 05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.

- 01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Contractor..

6. The undersigned acknowledges that being notified that they have the best responsible Proposal does not convey upon them any property right to an award of the Contract or anything of

value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

7. **Addenda:** The undersigned acknowledges receipt of:

Addenda # dated_ / _ / 2014

8. **Base Proposal:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

_____ Dollars and no/100 \$ _____
(Amount written in words governs) (Amount in figures)

9. **Contract Time:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 365 calendar days

10. **Contingency Allowance:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

_____ Dollars and no/100 \$ _____
(Amount written in words governs) (Amount in figures)

11. **Testing Allowance:** The undersigned agrees to include a Testing Allowance equal to \$24,000 as per Section 01020 of the Project manual:

Twenty-four Thousand _____ Dollars and no/100 \$ 24,000
(Amount written in words governs) (Amount in figures)

12. **Total:** The sum of items 8, and 11 above:

_____ Dollars and no/100 \$ _____
(Amount written in words governs) (Amount in figures)

13. **Alternates:** If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated

Alternate NO. 1: Provide "gymnasium equipment" specified under section 11662. Include electrical requirements in cost of alternate.

Add/Deduct _____ Dollars and no/100 \$ _____
(Amount written in words governs) (Amount in figures)

Alternate NO. 2: Provide stainless steel plumbing fixtures specified in the plumbing fixture schedule (Reference drawings). Include electrical requirements in cost of alternate.

Add/Deduct _____ Dollars and no/100 \$ _____
(Amount written in words governs) (Amount in figures)

Alternate NO. 3: Do not install permeable grass paver system and substitute hydromulched turf as shown in adjacent turf areas.

Add/Deduct _____ Dollars and no/100 \$ _____

14. Unit Price: The undersigned further agrees that, in case adjustments to the work or material is authorized from what is shown in the Contract, the following Unit Prices will be used in adjusting the Contract Price

Unit Price NO. 1:

Add/Deduct _____ Dollars and no/100 \$ _____

(Amount written in words governs)

(Amount in figures)

Unit Price NO. 2:

Add/Deduct _____ Dollars and no/100 \$ _____

(Amount written in words governs)

(Amount in figures)

Unit Price NO. 3:

Add/Deduct _____ Dollars and no/100 \$ _____

(Amount written in words governs)

(Amount in figures)

Unit Price NO. 4:

Add/Deduct _____ Dollars and no/100 \$ _____

(Amount written in words governs)

(Amount in figures)

Proposer's Printed Name:

Proposers Address:

.....

.....

Proposers Phone Number

Signatory's Printed Name:

Signatory's Position/Title:

Seal:

Signature:..... date

.....

INVITATION FOR PROPOSALS ATTACHMENT B CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes

No

The undersigned hereby certifies that:

- The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.
- The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).
- The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes

No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

INVITATION FOR PROPOSALS ATTACHMENT C NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

INVITATION FOR PROPOSALS ATTACHMENT D BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, and _____, as SURETY are held and firmly bound unto _____ hereinafter called the "Owner", in the penal sum of _____ Dollars, (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____, for _____

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

	(SEAL)

	(SEAL)
Attest:	By: _____
	Affix Corporate Seal
Attest:	By: _____
	Affix Corporate Seal
Attest:	By: _____

Countersigned

By _____

* Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for surety company must be attached to bond.

INVITATION FOR PROPOSALS ATTACHMENT E OFFEROR QUESTIONNAIRE

SECTION A - GENERAL INFORMATION

1. **Company Information:** Provide the following information regarding your company.

Name/Name of Agency/Company: _____

Address _____

State: _____ Zip Code: _____ Telephone: _____ Fax: _____

2. **Contact Information:** List the person who the Owner may contact concerning your proposal or setting dates for meetings.

Name: _____

Address _____

State: _____ Zip Code: _____ Telephone: _____ Fax: _____

3. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

Yes No

4. Is your Company authorized and/or licensed to do business in Texas?

Yes No

5. Provide any other names under which your business has operated within the last 5 years.

SECTION B - EXPERIENCE, BACKGROUND, QUALIFICATIONS

1. **Debarment/Suspension Information:** Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes No

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

2. **Surety Information:** Have you or the Company ever had a bond or surety canceled or forfeited?

Yes No

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

3. **Bankruptcy Information:** Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

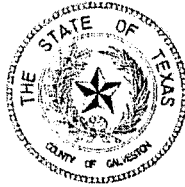
4. **Contractor Default.** Have you or the Company defaulted and been removed from any construction Project in the last ten (10) years.

Yes No

If yes, state the name and address of the individual or entity with whom the Project was contracted, the name of the Project, the date of removal and the reason for removal.

5. **References.** Provide from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.).
6. **Subcontractors and Suppliers.** Identify proposed subcontractors and suppliers. Provide experience listings to identify scope of previous work, contact information and other discretionary items to demonstrate qualification of the subcontractors and suppliers to perform the work.
7. **Key Personnel.** Identify the number and professional qualifications (to include licenses, certifications, associations) of key staff to be assigned to the Project and relevant experience on projects of similar size and scope. Response provided should, at a minimum, include information regarding principals of the firm and proposed on-site construction superintendent.
8. **Additional Information.** Identify additional skills, experiences, qualifications, and/or other relevant information about the Proposer's qualifications.
9. **Claims History.** List all litigation by the firm or its agents or employees in the past ten years.
-

**INVITATION FOR PROPOSALS ATTACHMENT F COUNTY OF GALVESTON PURCHASING
DEPARTMENT BUILDING CONSTRUCTION – VENDOR QUALIFICATION PACKET**



**County of Galveston
Purchasing Department
Building Construction - Vendor Qualification Packet**
(rev. 1.2, May 23, 2011)

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

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

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

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

Insurance requirements are as follows:

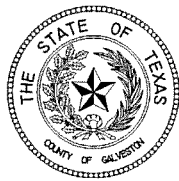
Public Liability and Property Damage Insurance:

Please refer to the General Conditions of the Contract.

Procurement Policy - Special Note:

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

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



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

December 4, 2014

RE: ADDENDUM #3
RFP #B151010 HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY

To All Prospective Proposers,

Attached you will find Addendum #3 for RFP #B151010 High Island Emergency Shelter/Gymnasium Facility.

The addendum includes the following item:

- **Wage Rate Determination.**

Please send 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,

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

Rufus Crowder, CPPO CPPB
Purchasing Agent
Galveston County

General Decision Number: TX140298 11/07/2014 TX298

State: Texas

Construction Type: Building

County: Galveston County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	10/31/2014
1	11/07/2014

ASBE0022-009 03/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 20.75	9.85

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 23.14	21.55

CARP0551-011 04/01/2014

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work and Metal Stud Installation).....	\$ 21.97	7.98

ELEC0527-002 10/01/2014

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....	\$ 26.50	3%+9.26

ELEV0031-003 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.00	26.785+a

FOOTNOTES: A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day; Memorial Day; Independence Day; Labor Day;

Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

IRON0084-011 06/15/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 22.02	6.35

PAIN0130-002 06/01/2014

	Rates	Fringes
PAINTER (Brush and Roller, Excludes Drywall Finishing/Taping).....	\$ 17.30	7.78
PAINTER (Drywall Finishing/Taping Only).....	\$ 17.30	7.78

PLAS0079-004 01/01/2010

	Rates	Fringes
PLASTERER.....	\$ 19.42	1.00

PLUM0068-012 10/01/2013

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 31.30	9.49

PLUM0211-010 10/01/2013

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 29.39	10.31

SHEE0054-012 07/01/2014

	Rates	Fringes
SHEET METAL WORKER Excludes HVAC Duct and Unit Installation.....	\$ 25.67	12.39
HVAC Duct Installation Only.....	\$ 25.67	12.39

SUTX2014-024 07/21/2014

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 16.41	3.98

BRICKLAYER.....	\$ 19.86	0.00
CARPENTER (Drywall Finishing Only).....	\$ 14.87	0.73
CAULKER.....	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.82	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 17.88	5.24
ELECTRICIAN (Alarm Installation Only).....	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 19.23	3.55
FLOOR LAYER: Carpet.....	\$ 20.00	0.00
FORM WORKER.....	\$ 12.07	0.00
GLAZIER.....	\$ 17.09	3.41
HVAC MECHANIC (Installation of HVAC Unit Only).....	\$ 17.40	0.00
IRONWORKER, REINFORCING.....	\$ 12.10	0.00
IRONWORKER, STRUCTURAL.....	\$ 25.37	6.00
LABORER: Common or General.....	\$ 11.47	0.00
LABORER: Mason Tender - Brick...	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.50	0.00
LABORER: Pipelayer.....	\$ 12.94	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 9.49	0.00
LATHER.....	\$ 20.11	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 20.77	0.00
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 15.64	0.00
OPERATOR: Grader/Blade.....	\$ 13.37	0.00

OPERATOR: Loader.....	\$ 13.55	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
PAINTER: Spray (Excludes Drywall Finishing/Taping).....	\$ 17.43	4.43
ROOFER.....	\$ 15.40	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 18.62	3.03
TILE FINISHER.....	\$ 12.00	0.00
TILE SETTER.....	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11
WATERPROOFER.....	\$ 14.39	0.00

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with

characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION



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

December 10, 2014

RE: ADDENDUM #4
RFP #B151010, HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY

To All Prospective Proposers:

Attached you will find Addendum #4 for RFP # B151010, High Island Emergency Shelter/Gymnasium Facility.

CORRECTIONS:

1. The Acknowledgment and Certification Regarding Debarment, Suspension, and Other Ineligibility form was omitted from the original proposal package. Please sign and date this form and submit it with your proposal.
2. The Proposal Forms (4 pages) were also omitted from the original proposal package. Please fill out these forms and submit them with your proposal.
3. Builders Risk Insurance: Replace item #27 titled "Insurance" in the original proposal package with the enclosed two (2) pages.

PROPOSAL OPENING:

The proposal opening for RFP # B151010 High Island Emergency Shelter/Gymnasium Facility originally scheduled for Thursday, December 11, 2014 at 11:00 A.M. has been re-scheduled. The new date for the opening is as follows:

Date: Monday, December 15, 2014
Time: 11:00 A.M.

Please send proposal 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:

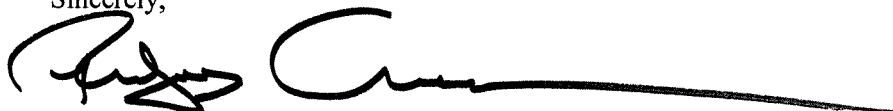
Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
E-mail: rufus.crowder@co.galveston.tx.us

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.

Page 2
Addendum #4
RFP #B151010 High Island Emergency Shelter/Gymnasium Facility

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

Sincerely,

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

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County



County of Galveston

**ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELGIBILITY**

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: B151010

Solicitation Title: HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY

Contractor hereby CERTIFIES that:

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

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

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

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

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

Name of Business

Date

By: _____
Signature

Printed Name & Title

PROPOSAL FORM

HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY

COUNTY OF GALVESTON, TEXAS

THE FIRM OF: _____

Address: _____

FEIN (TAX ID): _____

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

Items:

Confirmed (X):

- | | |
|--|---------------------------------|
| 1. References (if required) | _____ |
| 2. Addenda, if any | #1_____ #2_____ #3_____ #4_____ |
| 3. One (1) original and four (4) copies of submittal | _____ |
| 4. Proposal Form | _____ |
| 5. Vendor Qualification packet | _____ |
| 6. Debarment Certification | _____ |
| 7. Payment Terms: | _____ net 30 _____ Other |
| 8. Anti-Collusion Affidavit | _____ |

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

PROPOSER MUST SIGN HERE BELOW:

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

Firm Name: _____

Authorized Signature: _____

Name & Title Printed: _____

Telephone No.: _____ FAX No.: _____

E-Mail Address: _____

Date: _____

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

The remainder of this page intentionally left blank

PROPOSAL FORM

HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY

GALVESTON COUNTY, TEXAS

Proposer shall use this form to provide the information for notice.

1. Contact information for notice:

Name: _____
Address: _____

Telephone Number: _____ Facsimile number: _____

2. If a copy of notice is requested, please complete below:

Name: _____
Address: _____

Telephone Number: _____ Facsimile number: _____

3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Proposer to submit reference information. Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. References who can attest to the Proposer's capability to carry out the requirements set forth in this proposal:

Business Name of Organization: _____
Name of Person: _____
Title of Individual within Organization, if applicable _____
Business address: _____

Telephone number: _____ Facsimile number: _____

Business Name of Organization: _____
Name of Person: _____
Title of Individual within Organization, if applicable _____
Business address: _____

Telephone number: _____ Facsimile number: _____

Business Name of Organization: _____
Name of Person: _____
Title of Individual within Organization, if applicable _____
Business address: _____

Telephone number: _____ Facsimile number: _____

PROPOSAL FORM

HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY

GALVESTON COUNTY, TEXAS

References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal:

1. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

2. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

3. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

The remainder of this page intentionally left blank

27. Insurance

The Contractor shall provide and maintain insurance in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located for the work covered in this contract. The minimum insurance coverage shall be as follows. The contractor shall provide a certificate showing availability of the coverage.

Type of Coverage	Limits of Liability	
A. Workmen's Compensation:	Statutory	
B. Employer's Liability:	\$100,000	\$300,000
C. Comprehensive General Liability		
The policy shall be an Occurrence basis policy. The General Aggregate limit shall apply per project and shall not be policy limit coverage. The insurance shall be primary and non-contributory. The District shall be named as an additional insured.		
1. Bodily Injury	\$1,000,000	\$2,000,000
	Each Occurrence	General Aggregate
2. Property Damage	\$100,000	\$300,000
	Each Occurrence	General Aggregate
3. Damage to Rented Premises	\$300,000	
	Each Occurrence	
4. Medical Expense	\$5,000	
	Any one person	
5. Personal & Advertising Injury	\$1,000,000	
6. Products – Completed operations	\$1,000,000	
	General Aggregate	

D. Comprehensive Automobile Liability

The policy shall cover Any Auto, Hired Autos and Non-Owned Autos.

1. Combined Single Limit	\$1,000,000
--------------------------	-------------

E. Owner's Protective Liability

Insurance Policy:

The Contractor shall obtain at his expense an Owner's Protective Liability Insurance naming the Owner, his employees and the Architect/Engineer and his authorized representatives as insured with the following limits:

1. Bodily Injury	\$300,000	\$500,000
	Each Person	Each Occurrence
2. Property Damage	\$100,000	\$300,000
	Each Occurrence	General Aggregate

F. Builder's Risk Insurance:

The Contractor shall obtain at his expense Builder's Risk Insurance against the perils of fire, lightning, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, and malicious mischief, in the amount of insurance equal at all times to the insurable value of materials delivered and labor performed. The policy shall be issued jointly in the names of the Contractor, his Sub-Contractor and the Owner, as their interests may appear. The policy shall have endorsements as follows:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises.
2. Loss, if any, shall be adjustable with and payable to the Owner as Trustee for whom it May Concern.

G. Property Insurance:

The Contractor shall purchase and maintain property insurance in the amount of the initial Contract Sum represented by the Contractor's Proposal as well as subsequent modifications thereto for the entire work at the site on a replacement basis without voluntary deductibles.

H. Performance Bond and Payment Bond:

1. The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising there under.

2. The surety companies shall be acceptable to the Owner and licensed admitted carriers in the State of Texas. The surety shall be listed with appropriate underwriting limitation, on the U.S. Treasury Department Circular No. 570 (Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies).

3. Each Bond shall be of penal sum equal to 100% of the Contract Sum and shall be compatible with the provisions of the governing authority. Bonds shall remain in force throughout the Warranty period.

I. Excess / Umbrella Liability Policy:

The Contractor shall obtain, at his expense, an Excess Liability Umbrella Policy in the amount of not less than \$5,000,000.

Certificates of Insurance:

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to Commencement of the work. The District shall be the Certificate Holder. All policies and types of insurance shall contain a blanket waiver of subrogation in favor of the Certificate Holder. Submit four (4) copies of all certificates of insurance in order that one copy may be attached to each copy of the Contract Agreement. These coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Owner.

SECTION 009113 - ADDENDA

PART 1 - Addenda

1.1 PROJECT INFORMATION

- A. Project Name: High Island Shelter/Gymnasium Facility
- B. Owner: Galveston County
- C. Owner Project Number: DRS010052
- D. Engineer: Lockwood, Andrews & Newnam, Inc.
- E. Engineer Project Number: 170-12030-003.
- F. Date of Addendum: December 9, 2014

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is changed by this Addendum, at same time and location.
 - 1. December 15, 2014

1.3 ATTACHMENTS

- A. This Addendum includes the following attached Documents and Specification Sections:
 - 1. Document Pre-proposal Meeting Minutes,(new).
 - 2. Specification Section 02870 Site Furnishings, (new)
 - 3. Specification Section 08390 Coiling Hurricane Door, (new)
 - 4. Specification Section 09656 Epoxy Coating, (new)
 - 5. Specification Section 10520, Fire Protection Cabinets (new).
 - 6. Specification Section 10711 Folding Hurricane Shutter, (new)
 - 7. Building images (2) of neighboring facility used to develop masonry design.
- B. This Addendum includes the following attached Sheets:

1. Civil Sheet C-101, C-111, C-112, C-121, C-131, C-501 dated December 9, 2014,(reissued).

1.4 REVISIONS TO DIVISION 01 GENERAL REQUIREMENTS

1. None.

1.5 REVISIONS TO DIVISIONS 02 - 49 SPECIFICATION SECTIONS

- A. Specification Section 02795 Porous Flexible Paving, (not reissued).
 1. Part 2.1.A, 1; NDS, which is located at 851 N. Harvard Avenue, Lindsay, CA 93247; Toll Free Tel: 800-726-1994; Tel: 559-562-9888; Email: ndsndspro.com; Web: www.ndspro.com is an accepted substitution.
- B. Specification Section 05311 Composite Metal Decking, (not reissued).
 1. Paragraph 2.2.A: Galvanized steel shall be G-90 coating thickness.
- C. Specification Section 09624 Modular Athletic Flooring, (not reissued).
 1. Paragraph 1.04.A: Tarkett Sports Omnisports 8.3 is an accepted substitution.
- D. Specification Section 09841 Fixed Sound-Absorptive Panels, (not reissued).
 1. Part 2, products; Eco-Sonic 1-1/2" Ultra High Impact Acoustical Wall Panel by Lamvin, Inc. is an accepted substitution.
- E. Specification Section 09672 Resinous Flooring, (not reissued).
 1. Throughout, omit the reference to Q11 system type. The resinous flooring shall use Q28 system type.
- F. Specification Section 11662 Athletic Equipment, (not reissued).
 1. Part 2.2.A, Basketball Equipment; Aalco Manufacturing Company is an accepted substitution.
 2. Part 2.2.A, Basketball Equipment; ADP Lemco, Inc. is an accepted substitution.
 3. Part 2.3.A, Safety Pads; Aalco Manufacturing Company is an accepted substitution.
 4. Part 2.3.A, Safety Pads; ADP Lemco, Inc. is an accepted substitution.
 5. Part 2.4.A, Scoreboards; ADP Lemco, Inc. is an accepted substitution.
- G. Specification Section 11665 Gymnasium Dividers, (not reissued).
 1. Part 2.1.A; Aalco Manufacturing Company is an accepted substitution.
 2. Part 2.1.A; ADP Lemco, Inc. is an accepted substitution.

H. Specification Section 13850 Fire Alarm System, (not reissued)

1. Part 2.1.A; FireLite MS-9600 is an accepted substitution

1.6 REVISIONS TO DRAWING SHEETS

A. Sheet A-102, Room Finish Schedule, Ceiling Height.

1. Room No. 100 shall have 10'-0" ceiling height. Other spaces are 9'-0", or open to structure as indicated by the reflected ceiling plan, Sheet A-104.

B. Sheet A-201

1. CMU and Brick locations clarification; CMU-1 shall be installed from elevation 100'-0" through 104'-0". BR-1 shall be installed from elevation 104'-0" through 108'-0". CMU-2 shall be installed from elevation 108'-0" through 110'-0". BR-1 shall be installed above elevation 110'-0". Refer to attachments for image of neighboring building used as basis for cosmetic design.

C. Sheet A-202, West Elevation.

1. The indication of the use of glass block is incorrect. Refer to plan and window schedule for desired impact-resistant glazing system.

D. Sheet A-204, Interior Elevations and Details.

1. The use of stainless steel toilet partitions and urinal screen products is to be replaced with the use of solid plastic products. Refer to the specifications for additional information.

E. Sheet A-401, Toilet Rooms Enlarged Plan.

1. For Type Mark TP-1 and US-1 the use of stainless steel products is to be replaced with the use of solid plastic products. Refer to the specifications for additional information.

F. Sheet A-502, Detail 12.

1. Provide continuous (not stepped) thru-wall flashing, weeps at 16" o.c., mortar deflection system and counter-flashing at the point of connection between the canopy and the masonry wall. Match material gauges and details provided on details 1 through 8 of this sheet.

G. Sheet A-601, Door Schedule.

1. For door number 1 the door material shall be Galvanized Hollow Metal, reference specification section 08113. The frame is galvanized steel as scheduled. The glass shall be Low-E, 1" insulated assembly; Interior pane tempered, exterior pane impact. The door shall have a mid-span rail, 10" bottom rail, 4" styles. Refer to specification 08710 for additional information regarding hardware.
2. For door number 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 23, the door frame material shall be Galvanized Hollow Metal, reference specification section 08110.
3. For door number 21, 22 and 24 the door material shall be Galvanized Hollow Metal, reference specification section 08113. The frame is galvanized steel as scheduled. The door is required to be a hurricane rated door/frame assembly. Refer to specification 08710 for additional information regarding hardware.

H. Sheet A-601, Window Schedule.

1. Each of the scheduled windows shall have an aluminum frame with manufacturer's finish as provided by the scheduled manufacturer and model number. The specified impact requirements apply to all scheduled windows.
- I. Sheet A-601, Toilet Accessory Schedule.
 1. For Type Mark TP-1 and US-1 the use of stainless steel products is to be replaced with the use of solid plastic products. Refer to the specifications for additional information.
- J. Sheet M-901, M-902 are "Not Used" in the project.
 1. Drawing titles were inadvertently left in the sheet index from earlier drawing editions supplied prior to the "Issued for Construction" set.

1.7 RESPONSE TO BIDDER QUESTIONS

- A. Q.) Will the engineer allow horizontal cold joints between the grade beams and the concrete slab? Given the location, quantity of ready-mix concrete to pour in one day may be an issue. A.) The sections and details already show a construction joint between the bottom of the "turned-down" slab and the top of grade beam. The introduction of another horizontal construction within the 2'-0" deep grade beams themselves is not permissible. Vertical construction joints may be a viable alternative if the pour size needs to be limited. However, the contractor shall submit his proposed joint locations for our review and approval and before the reinforcing steel fabricator submits his shop drawings.
- B. Q.) 5. General Note 6, drawing A-001 calls for solid surfaces at the window sills but the details just show CMU. A.) Solid surface sills are not required.
- C. Q.) At the mezzanine shown on drawing S-201, detail 2 states to refer to architectural drawings for guardrails and ladder but there are no details of these items. Please provide. A.) Refer to 3/A-503.
- D. Q.) There is not a detail of the ladder at the loading dock. A.) There is no ladder at the loading dock. A.) There is no ladder at the loading dock.
- E. Q.) The south elevation of the Gym appears not to show any acoustical panels, where the other three elevations show acoustical wall panels. Please clarify if this is correct. A.) Refer to note on 2/A-205 "NOTE: ACOUSTICAL WALL PANEL LAYOUT AND SIZES ARE TYPICAL FOR SOUTH WALL OF GYMNASIUM"
- F. Q.) The metal plaque spec only calls for one GLO plaque, but drawing A-102, note 5 calls for an additional plaque with wording shown in said Note 5. Please clarify if an additional plaque is required. A.) The note requires signage, which is addressed in section 10431 Signage.
- G. Q.) The General Condition for Construction, Paragraph O, page 48 states the owner is to provide property insurance. There is nothing in the insurance section that states the General Contractor is to provide Builders Risk insurance. We assume the Owners Property Insurance will cover these risk and that we are not to provide Builders Risk. Please clarify. A.) The General Contractor needs to provide Builder's Risk. The General Contractor needs to provide Windstorm Certifications. The General will have to work with the design team to obtain a WPI8 since part of the requirement is to determine that the project is designed to meet the requirements.

Galveston County
High Island
Shelter/Gymnasium Facility

- H. Q.) The specifications and the note at the bottom of the Finish Schedule , drwg. A-102 states to apply spray insulation (CS-1) to the bottom of the metal deck. If the beams and joist are not sprayed should they be painted or just have a red oxide primer applied? A.) The exposed structural framing shall be painted. Refer to painting specification for coating type.
- I. Q.) Several aluminum canopy vendors we have contacted are telling us that the exterior canopies that run along the sides of the building in different areas will only be rated for 150 mph, nothing we have found will achieve the 190 mph rating. Also – these same vendors say the taller canopy at the main entrance really should be a structural steel design canopy rather than aluminum which appears to be the intent. From past hurricane-type shelters we have bid on, these types of canopies are not really part of the shelter, and are not usually subject to the same extreme wind rating of the structure. It is understood that they may be blown away in the course of the storm, and are designed as “break-away” units so they cause no damage to the structure itself if extreme winds cause them to fail. Cost for the higher wind-rated canopies is proportionately higher as well. A.) The canopy system depicted shall withstand 150-mph rated winds. The taller canopy at the entrance shall be by the same system manufacturer. Aluminum is desired. In the event of higher wind speeds than the 150-mph design speed, the canopy is not expected to survive without damage.

END OF SECTION 009113



PLANNING
ENGINEERING
PROGRAM MANAGEMENT

Date: November 18, 2014

Filing Data Code 1-04

Est. 1935
AUSTIN
COLLEGE STATION
DALLAS
FORT WORTH
HOUSTON
MIAMI
MIDWEST
SACRAMENTO
SAN ANTONIO
SAN MARCOS
WACO

Project No.:	170-12030-001
Project:	Galveston County High Island Shelter
Client:	Texas General Land Office Galveston County
Conference Date:	November 18, 2014 11:00 am
Conference Location:	722 Moody (21st Street), 5th Floor Galveston, Texas 77550

Routing	

Conference Purpose:	Pre Proposal Meeting
Agenda:	
The following summarizes our intent of the subject matter covered in this conference.	
<p>1) Introduction of Team Members</p> <p>a) Owner</p> <p style="padding-left: 40px;">County of Galveston 722 Moody Galveston, Texas 77550 Phone 409.770.5330</p> <p style="padding-left: 40px;">i) Nick Foster, CDBG Project Coordinator</p> <p style="padding-left: 40px;">ii) Dudley Anderson, County Architect</p> <p>b) Architect/Engineers</p> <p style="padding-left: 40px;">i) Architect</p> <p style="padding-left: 80px;">Lockwood Andrews & Newnam, Inc. (LAN) 217 Rock Prairie Road College Station, Texas 77802 Phone 979.776.1000 Fax 979.693.8678 (1) J.P. Grom, AIA, LEED® AP, PMP Email jpgrom@lan-inc.com Cell 979.492.1650</p> <p style="padding-left: 40px;">ii) Civil</p> <p style="padding-left: 80px;">Lockwood Andrews & Newnam, Inc. (LAN) 2925 Briarpark Drive, Suite 400 Houston, Texas 77042 Phone 713.266.6900 Fax 713.266.2089 (1) Scott Horowitz, PE Email sbhorowitz@lan-inc.com</p> <p style="padding-left: 40px;">iii) MEP</p> <p style="padding-left: 80px;">Lockwood Andrews & Newnam, Inc. (LAN) 2925 Briarpark Drive, Suite 400 Houston, Texas 77042 Phone 713.266.6900 Fax 713.266.2089 (1) Kristie Tiller Email kjtiller@lan-inc.com</p> <p style="padding-left: 40px;">iv) Structural</p> <p style="padding-left: 80px;">Lockwood Andrews & Newnam, Inc. (LAN) 2925 Briarpark Drive, Suite 400 Houston, Texas 77042 Phone 713.266.6900 Fax 713.266.2089 (1) Jon Jelinek, PE Email jdjelinek@lan-inc.com</p> <p>c) Project Manager</p> <p style="padding-left: 40px;">Lockwood Andrews & Newnam, Inc. (LAN)</p>	

217 ROCK PRAIRIE ROAD
COLLEGE STATION, TX
77845
TEL 979.776.1000
FAX 979.693.8678
www.lan-inc.com

(continued)

PLANNING
ENGINEERING
PROGRAM MANAGEMENT

Est. 1935
AUSTIN
COLLEGE STATION
DALLAS
FORT WORTH
HOUSTON
MIAMI
MIDWEST
SACRAMENTO
SAN ANTONIO
SAN MARCOS
WACO

- 217 Rock Prairie Road
College Station, Texas 77802
Phone 979.776.1000 Fax 979.693.8678
- i) J.P. Grom, AIA, LEED® AP, PMP
Email jpgrom@lan-inc.com Cell 979.492.1650
 - d) Consultants and/or Material Testing Lab
 - i) To be Determined
- 2) Proposal dates, times, locations:
- a) December 11, 2014
 - b) 11:00 A.M.
 - c) Office of the Purchasing Agent
722 Moody, 5th floor
Galveston, Texas 77550
Timestamp proposal, 1 original, 4 copies
- 3) Drawings and specifications and addenda available from:
<https://app.box.com/s/k8q6vq2ld0zbtbjylvy>
Plan holder list available and will be updated upon request to be added.
All substitutions to meet 190 mph and testing by county.
- 4) General Contractual Issues and unresolved items
- a) Competitive sealed proposal process
 - b) Bid bond (5%) required
 - c) Performance and payment bonds required
 - d) Wage rates apply – Addendum coming, payrolls weekly, Section 3
 - e) Bid includes unit prices
 - f) Bid includes allowances
 - g) Bid includes alternates
 - h) Discuss any outstanding contractual issues
 - i) Permit Status-Contractor to acquire
 - j) Discuss the ultimate Goal of this project
 - k) Contingency budgets to allow for unavoidable changes in the work
- 5) During Construction Activities
- a) Communication flow:
 - i) Subcontractors to General Contractor
 - ii) General Contractor through Architect (copy Project Manager) to Owner
 - iii) General Contractor to Owner for emergency
 - iv) Wage compliance communication goes directly to Nick Foster
 - b) Correspondence requirements
 - i) Email Subject line: GLO_GC_HI_Topic
 - c) Discuss construction time (Notice to Proceed through Substantial Completion)
 - i) Start Date:
 - ii) Substantial Completion Date:
 - d) RFI requirements
 - e) ASI requirements
 - f) Schedule of Values
 - i) Payment application approval and distribution process
 - ii) Stored material requirement
 - iii) Breakdown of values
 - iv) Other required submittals at pay app time: I.E. Certified Payrolls, Lien releases, Etc.
 - g) Submittals/Shop drawings
 - v) Record Drawings
 - (1) What to look for
 - (2) Verified at what intervals
 - (3) Maintain set of shop drawings for owner

217 ROCK PRAIRIE ROAD
COLLEGE STATION, TX
77845
TEL 979.776.1000
FAX 979.693.8678
www.lan-inc.com



(continued)

PLANNING
ENGINEERING
PROGRAM MANAGEMENT

Est. 1935
AUSTIN
COLLEGE STATION
DALLAS
FORT WORTH
HOUSTON
MIAMI
MIDWEST
SACRAMENTO
SAN ANTONIO
SAN MARCOS
WACO

- i) Use Newforma Project Cloud
- ii) Numbering and Log requirements
 - (1) Ex: 230513-01.0, where "230513" is the specification section, "01" is the number given to indicate the submittal number within that section (product data, samples, etc), and ".0" is given to indicate the submission or resubmission (1) of the submittal
- iii) Routing procedure
 - (1) Use electronic transfer as a primary means. Hard copy only if scanning is impracticable
- iv) Quantity of copies
- v) Quantity of samples
- vi) Required checking by contractor
- vii) Understanding of actions by the architect and consultants
- viii) Any special requirements about color submittals or mockups
- ix) Substitutions (time limits and credits to the owner and/or superior product)
- x) Other items
- h) Submittal Log
 - i) Format, update requirements and distribution
 - ii) Substitutions-timeline if any – Substitutions to benefit county only due to testing criteria of materials.
- i) Change issues
 - i) Approval authority limits – AEA can be used, If it goes to court it is likely to be denied.
 - ii) A/E limits - \$0
 - iii) General Procedures
- j) Pre-installation meetings on major work activities
 - i) Discuss these major activities – Metal Panel, roofing, doors & windows
- k) Construction Progress Meetings
- l) Jobsite Safety
 - i) Special Security requirements
 - ii) Parking and lay down areas
 - iii) Special "badges" or identification procedures – None
 - iv) Criminal background issues - None
- m) Testing reports and distribution
- n) Notification of inspections
 - i) Discuss procedure and who is notified and how
 - ii) Utilities – No gas, no sewer
 - iii) Wall Closure
 - iv) Substantial Completion
 - v) Warranty Inspection – 11th month
- o) Field reports and distribution - Newforma
- p) Close Out Requirements
- q) Owner Salvage – None
- 6) Owner work
- 7) Comments or questions
 - Floating Floor comment from supplier
 - Septic Permit ?
 - Existing septic system relocation permit ?
 - Radiation barrier @ generator.

217 ROCK PRAIRIE ROAD
COLLEGE STATION, TX
77845
TEL 979.776.1000
FAX 979.693.8678
www.lan-inc.com

Distribution	Prepared By
---------------------	--------------------

John P. Brown

217 ROCK PRAIRIE ROAD
COLLEGE STATION, TX
77845
TEL 979.776.1000
FAX 979.693.8678
www.lan-inc.com

WACO
SAN MARCOS
SAN ANTONIO
SACRAMENTO
MIDWEST
MIAMI
HOUSTON
FORT WORTH
DALLAS
COLLEGE STATION
AUSTIN
Est. 1935

PLANNING
ENGINEERING
PROGRAM MANAGEMENT

Attendees	Signature:	
	Print Name: JP Grom, AIA, LEED® AP, PMP	

(continued)

Lockwood, Andrews
& Newnam, Inc.
A LEED A DALTY COMPANY



PRE PROPOSAL MEETING

SECTION 02870 – SITE FURNISHINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Bicycle Racks.

1.02 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed finish.
- C. Material Certificates: For bicycle racks, signed by manufacturer.
- D. Maintenance Data.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated; free of surface blemishes.
- B. Steel and Iron: Free of surface blemishes.
- C. Fiberglass: Multiple laminations of glass-fiber-reinforced polyester resin with UV-light stable, colorfast, nonfading, weather- and stain-resistant, colored polyester gel coat, and manufacturer's standard finish.
- D. Plastic: Color impregnated, color and UV-light stabilized, and mold resistant.
- E. Anchors, Fasteners, Fittings, and Hardware: Manufacturer's standard, corrosion-resistant-coated or non-corrodible materials; commercial quality.
- F. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C 1107; recommended in writing by manufacturer, for exterior applications.
- G. Erosion-Resistant Anchoring Cement: Factory-packaged, Nonshrink, non-staining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound; resistant to erosion from water exposure without needing protection by a sealer or waterproof coating; recommended in writing by manufacturer, for exterior applications.
- H. Galvanizing

1. Zinc-Coating Tubing: External, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. (0.27 kg/sq. m) of zinc after welding, a chromate conversion coating, and a clear, polymer film. Internal, same as external or consisting of 81 percent zinc pigmented coating, not less than 0.3 mil (0.0076 mm) thick.
2. Hot-Dip Galvanizing: According to ASTM A 123/A 123M, ASTM A 153/A 153M, or ASTM A 924/A 924M

2.02 BICYCLE RACKS

- A. Subject to compliance with requirements, provide a bicycle rack or eight to ten bicycles as manufactured by one of the following Manufacturers:
 1. Traditional Series provided by American Bicycle Security Company
 2. Burke Basics Model provided by BCI Burke Company, LLC.
 3. Loop Rack provided by Landscape Structures, Inc.
- B. Bicycle Rack Construction:
 1. Frame: Galvanized Steel
 - a. Pipe OD: Not less than 1-5/8 inches (41 mm)
 - b. Locking Bars: Solid round bar, not less than in diameter
 2. Style: Double-side parking.
 3. Installation Method: Surface flange anchored at finished grade to substrate indicated.
- C. Steel Finish: Galvanized.

PART 3 EXECUTION

3.01 INSTALLATION, GENERAL

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of bicycle racks where required.
- B. Post Setting: Set cast-in support posts in concrete footing plumb or at correct angle and aligned and at correct height and spacing.
- C. Posts Set into Voids in Concrete: Form or core-drill holes for installing posts in concrete to depth recommended in writing by bicycle rack manufacturer and fill annular space between post and concrete with Nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.

END OF SECTION

SECTION 08390 – COILING HURRICANE DOOR

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Hurricane Rated Coiling Overhead Door, manually operated.

1.02 REFERENCES

- A. Miami Dade County Department of Permitting, Environment and Regulatory Affairs NOA No 12-0604.08

1.03 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's standard details and catalog data indicating compliance with referenced standards, and manufacturer's installation instructions.
- C. Certificates:
 - 1. Manufacturer's certification that products comply with referenced standards.
- D. Shop Drawings: Door, frame, and hardware schedule. Show types, quantities, dimensions, specified performance, and design criteria, materials and similar data for each opening required. Drawing shall be prepared with site-specific wind loading evaluation and shall consider mounting materials, clear operating space for protected opening, accessibility)
 - 1. Indicate frame configuration, anchor types and spacing, location of cutouts for hardware, reinforcement, to ensure doors and frames are properly prepared and coordinated to receive hardware.
 - 2. Indicate door elevations, internal reinforcement, closure method.
 - 3. State the requirements for supporting building structure (CMU, concrete, masonry veneer)
 - 4. Indicate gasketing, weather-stripping and seals required for door to provide weather proof function.

1.04 COORDINATION

- A. Coordinate Work with other directly affected sections involving manufacture or fabrication of internal cutouts and reinforcement for door hardware, electric devices and recessed items.
- B. Coordinate Work with frame opening construction, door and hardware installation.
- C. Sequence installation to accommodate required door hardware.
- D. Verify field dimensions for factory assembled frames prior to fabrication.

1.05 PERFORMANCE REQUIREMENTS

- A. The project is a hurricane shelter, designed to meet the reference standards indicated in the drawings. All products and assemblies shall be compliant with the codes and standards indicated in the drawings and specifications. All products and assemblies within this section shall be approved by Texas department of insurance (TDI). Submit calculations prepared by a Texas registered engineer which show compliance with the following requirements:
1. Wind loads, applied in accordance with the building code indicated herein and with the icc 500
 - a. basic wind speed, $v = 190$ mph (3-second gust)
 - b. wind importance factor, $i = 1.0$
 - c. wind exposure = c
 - d. internal pressure coefficient, $gpi = +/- 0.55$ (partially enclosed buildings)
 - e. wind directionality factor, $kd = 1.0$
 2. components and cladding wind loads:
 - a. refer to the drawings for wall and roof design pressure zones and values
 3. wind-borne projectile (9-pound 2x4 sawn timber; per icc 500) criteria:
 - a. vertical impact = 76 mph (basic design wind speed times 0.4)
 - b. horizontal impact = 19 mph (basic design wind speed times 0.1)

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer: General Impact Glass and Windows Corp., which is located at: 290 W. 78 Road, Hialeah, FL 33014; Toll Free Tel: 866-748-8375; Email:info@generalimpact.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.
- C. Basis of Design Product: High Impact 50mm Slat Aluminum Roll-up Hurricane Abatement System up to 24'-0" wide. Refer to Miami Dade County Department of Permitting, Environment and Regulatory Affairs NOA No 12-0604.08.
- D. Configuration: Single Unit.
- E. Mounting: Interior, build-out mount.

2.02 MATERIALS

1. Aluminum extrusions shall be 6063-T6 alloy
2. All screws to be stainless steel 304 or 316 series with 50ksi yield and 90 ksi tensile strength. Or, corrosion resistant coated carbon alloy per din 50018.
3. Other anchors as determined by site-specific installation plan prepared by manufacturer.

2.03 ACCESSORIES

- A. Anchors: Manufacturer's standard framing anchors, specified in manufacturer's printed installation instructions for project conditions.
- B. Gasketing, bottom seal and weather-stripping to provide weather-tight enclosure

2.04 FINISHES

- A. Anodized aluminum in manufacturer's standard colors.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are acceptable before beginning installation of frames.
 - 1. Do not begin installation until substrates have been properly prepared.
 - 2. If substrate preparation is the responsibility of another installer, coordinate with other trades to remedy unsatisfactory preparation before proceeding.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

3.03 ADJUST AND CLEAN

- A. Adjust doors for proper operation, free from binding or other defects.

3.04 PROTECTION

- A. Protect installed products and finished surfaces from damage during construction.

END OF SECTION

SECTION 09656 – EPOXY COATING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Epoxy wall coating system as shown on the drawings and in schedules.
- B. Related sections include the following:
 - 1. Unit Masonry, section 04 20 00

1.3 SYSTEM DESCRIPTION

- A. The work shall consist of preparation of the substrate, the furnishing and application of a pigmented epoxy based wall coating system. The system shall have the color and texture as specified by the Owner with a nominal thickness of 20 mils. It shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.

1.4 SUBMITTALS

- A. Product Data: Latest edition of Manufacturer's literature including performance data and installation procedures.
- B. Manufacturer's Material Safety Data Sheet (MSDS) for each product being used.
- C. Samples: A 3 x 3 inch square sample of the proposed system. Color, texture, and thickness shall be representative of overall appearance of finished system subject to normal tolerances.

1.5 QUALITY ASSURANCE

- A. The Manufacturer shall have a minimum of 10 years experience in the production, sales, and technical support of epoxy and urethane industrial flooring and related materials.
- B. The Applicator shall have experience in installation of the flooring system as confirmed by the manufacturer in all phases of surface preparation and application of the product specified.

- C. A pre-installation conference shall be held between Applicator, General Contractor and the Owner to review and clarification of this specification, application procedure, quality control, inspection and acceptance criteria and production schedule.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping
 - 1. All components of the system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the product type and batch number.
- B. Storage and Protection
 - 1. The Applicator shall be provided with a storage area for all components. The area shall be between 60 F and 90 F, dry, out of direct sunlight and in accordance with the Manufacturer's recommendations and relevant health and safety regulations.
 - 2. Copies of Material Safety Data Sheets (MSDS) for all components shall be kept on site for review by the Engineer or other personnel.
- C. Waste Disposal
 - 1. The Applicator shall be provided with adequate disposal facilities for non-hazardous waste generated during installation of the system.

1.7 PROJECT CONDITIONS

- A. Site Requirements
 - 1. Application may proceed while air, material and substrate temperatures are between 60 F and 90 F providing the substrate temperature is above the dew point. Outside of this range, the Manufacturer shall be consulted.
 - 2. The relative humidity in the specific location of the application shall be less than 80 % and the surface temperature shall be at least 5 F above the dew point.
 - 3. The Applicator shall ensure that adequate ventilation is available for the work area.
 - 4. The Applicator shall be supplied with adequate lighting equal to the final lighting level during the preparation and installation of the system.
- B. Conditions of substrate to be coated with epoxy material.
 - 1. Block wall mortar joints have cured no less than 7 days under good conditions.
 - 2. Sealers and curing agents should not to be used.
- C. Safety Requirements
 - 1. All open flames and spark-producing equipment shall be removed from the work area prior to commencement of application.
 - 2. "No Smoking" signs shall be posted at the entrances to the work area.
 - 3. The Contractor shall be responsible for the removal of foodstuffs from the work area.
 - 4. Non-related personnel in the work area shall be kept to a minimum.

1.8 WARRANTY

- A. Warrants that material shipped to buyers at the time of shipment substantially free from material defects for one-year from the date of final completion.

PART 2 - PRODUCTS

2.1 COATING

- A. Basis of Design Product: Dur-A-Flex, Inc, Dur-A-Wall, Epoxy-Based seamless wall system
 - 1. System Materials:
 - a. Base Coats: Dur-A-Flex, Inc, Dur-A-Gard No Sag resin and hardener.
 - b. Topcoats: Dur-A-Flex, Inc., Armor Top
 - 2. Patch Materials
 - a. Shallow Fill and Patching: Use Dur-A-Flex, Inc. Dur-A-Glaze # 4 Cove-Rez.

2.2 MANUFACTURER

- A. Dur-A-Flex, Inc., 95 Goodwin Street, East Hartford, CT 06108, Phone: (860) 528-9838, Fax: (860) 528-2802
- B. Manufacturer of Approved System shall be single source.

2.3 PRODUCT REQUIREMENTS

A.	Base Coat	Dur-A-Wall
1.	Percent Solids	100 %
2.	VOC	3.45 g/L
3.	Compressive Strength, ASTM D 695	16,000 psi
4.	Tensile Strength, ASTM D 638	3,800 psi
5.	Flexural Strength, ASTM D 790	4,000 psi
6.	Abrasion Resistance, ASTM D 4060	
7.	C-10 Wheel, 1,000 gm load, 1,000 cycles	35 mg loss
8.	Flame Spread/NFPA-101, ASTM E 84	Class A
9.	Flammability, ASTM D 635	Self Extinguishing
10.	Impact Resistance MIL D-3134	0.025 inch Max
11.	Water Absorption. MIL D-3134	0.04 %
12.	Potlife @ 70 F	20-25 minutes
B.	Topcoat	Armor Top
1.	VOC	0 g/L
2.	60 Degree Gloss ASTM D523	75+/-5
3.	Mixed Viscosity, (Brookfield 25°C)	500 cps
4.	Tensile strength, ASTM D 638	7,000 psi
5.	Abrasion Resistance, ASTM D4060	Gloss Satin
6.	CS 17 wheel (1,000 g load) 1,000 cycles	4 8 mg loss with grit
		10 12 mg loss without grit
7.	Pot life @ 70° F 50% RH	2 hours
8.	Dry properties, 70°F, 50% R.H.	8 hours tack free, 12 hours Dry
	60°F, 30% RH	12 hours tack free, 18 hours Dry
	80°F, 70%RH	4 hours tack free, 6 hours Dry
9.	Flash Point PMCC	186°F

10. Full Chemical resistance 7 days

2.4 Block Filler

- A. Dulux (ICI) interior/exterior block filler to fill any pores in the substrate.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas and conditions, with Applicator present, for compliance with requirements for maximum moisture content, installation tolerances and other conditions affecting coating performance.
1. Verify that substrates and conditions are satisfactory for installation and comply with requirements specified.

3.2 PREPARATION

- A. General
1. New and existing concrete surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, and dirt.
 2. There shall be no visible moisture present on the surface at the time of application of the system.
 3. Remove loose mortar spatter, joint compounds etc.
 4. Create a surface profile on concrete with sandblasting apparatus and/or dust-free diamond grinders.
 5. Masonry block shall be clean, dry and coated with a high solids block filler.

3.3 APPLICATION

- A. General
1. The system shall be applied in four distinct steps as listed below:
 - a. Substrate preparation
 - b. Priming
 - c. Base coat applications
 - d. Topcoat applications
 2. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations.
 3. The system shall follow the contour of the substrate.
 4. A neat finish with well-defined boundaries and straight edges shall be provided by the Applicator.
- B. Priming
1. High-solids block filler

- C. Base Coats
 - 1. The base coat shall be comprised of two components, a resin, and hardener as supplied by the Manufacturer.
 - 2. The resin shall be added to the hardener and thoroughly mixed by suitably approved mechanical means.
 - 3. The base coat shall be applied by a roller at the rate of 200 sf/gal to yield a dry film thickness of 8 mils.
 - 4. Repeat steps 1 through 3.

- D. Topcoats (Armor Top gloss or satin finish)
 - 1. The topcoat shall be comprised of two components, a resin, and hardener as supplied by the Manufacturer.
 - 2. The resin shall be added to the hardener and thoroughly mixed by suitably approved mechanical means.
 - 3. The topcoat of Armor Top is typically applied using the dip and roll method at the rate of 500 sf/gal. Armor Top should not be applied more than 3 mils wet.
 - 4. Repeat steps 1 through 3.
 - 5. The finish wall coating will have a nominal thickness of 20 mils.

3.4 FIELD QUALITY CONTROL

- A. Tests, Inspection
 - 1. The following tests shall be conducted by the Applicator:
 - a. Temperature
 - 1) Air, substrate temperatures and, if applicable, dew point.
 - b. Coverage Rates
 - 1) Rates for all layers shall be monitored by checking quantity of material used against the area covered.

3.5 CLEANING AND PROTECTION

- A. Cure material in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of the curing process.

- B. Remove masking. Perform detail cleaning to leave cleanable surface for subsequent work of other sections.

END OF SECTION

SECTION 10520 - FIRE PROTECTION CABINETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Fire-protection cabinets and wall hangers for the following:
 - a. Portable fire extinguishers.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Show door hardware, cabinet type, trim style, and panel style. Include roughing-in dimensions and details showing recessed-, semirecessed-, or surface-mounting method and relationships of box and trim to surrounding construction.

1.4 COORDINATION

- A. Coordinate sizes and locations of fire-protection cabinets with wall depths.

1.5 SEQUENCING

- A. Apply vinyl lettering on field-painted fire-protection cabinets after painting is complete.

PART 2 - PRODUCTS

2.1 FIRE-PROTECTION CABINET

- A. Cabinet Type: Suitable for fire extinguisher.
- B. Cabinet Construction: Nonrated.
- C. Cabinet Material: Cold-rolled steel sheet.

- D. Semirecessed Cabinet: One-piece combination trim and perimeter door frame overlapping surrounding wall surface with exposed trim face and wall return at outer edge (backbend).
 - 1. Rolled-Edge Trim: 2-1/2-inch backbend depth.
 - E. Cabinet Trim Material: Same material and finish as door.
 - F. Door Material: Steel sheet.
 - G. Door Style: Solid opaque panel with frame.
 - H. Door Glazing: Tempered float glass (clear).
 - I. Door Hardware: Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated.
 - 1. Provide projecting lever handle with cam-action latch.
 - 2. Provide continuous hinge, of same material and finish as trim permitting door to open 180 degrees.
 - J. Materials:
 - 1. Cold-Rolled Steel: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B.
 - a. Finish: Baked enamel or powder coat.
 - b. Color: As selected by Architect from full range of industry colors and color densities.
 - 2. Tempered Float Glass: ASTM C 1048, Kind FT, Condition A, Type I, Quality q3, 3 mm thick, Class 1 (clear).
- 2.2 Mounting Bracket:
- A. Manufacturer's standard steel, designed to secure fire extinguisher to fire-protection cabinet, of sizes required for types and capacities of fire extinguishers indicated, with plated or baked-enamel finish.
- 2.3 FABRICATION
- A. Fire-Protection Cabinets: Provide manufacturer's standard box (tub) with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated.
 - 1. Weld joints and grind smooth.
 - 2. Provide factory-drilled mounting holes.
 - 3. Prepare doors and frames to receive locks.
 - 4. Install door locks at factory.
 - B. Cabinet Doors: Fabricate doors according to manufacturer's standards, from materials indicated and coordinated with cabinet types and trim styles.

1. Fabricate door frames with tubular stiles and rails and hollow-metal design, minimum 1/2 inch thick.
 2. Fabricate door frames of one-piece construction with edges flanged.
 3. Miter and weld perimeter door frames.
- C. Cabinet Trim: Fabricate cabinet trim in one piece with corners mitered, welded, and ground smooth.

2.4 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's AMP 500, "Metal Finishes Manual for Architectural and Metal Products," for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces of fire-protection cabinets from damage by applying a strippable, temporary protective covering before shipping.
- C. Finish fire-protection cabinets after assembly.
- D. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine walls and partitions for suitable framing depth and blocking where semirecessed cabinets will be installed.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare recesses for semirecessed fire-protection cabinets as required by type and size of cabinet and trim style.

3.3 INSTALLATION

- A. General: Install fire-protection cabinets in locations and at mounting heights indicated or, if not indicated, at heights acceptable to authorities having jurisdiction.
- B. Fire-Protection Cabinets: Fasten cabinets to structure, square and plumb.
 1. Unless otherwise indicated, provide recessed fire-protection cabinets. If wall thickness is inadequate for recessed cabinets, provide semirecessed fire-protection cabinets.
 2. Provide inside latch and lock for break-glass panels.

3. Fasten mounting brackets to inside surface of fire-protection cabinets, square and plumb.

C. Identification: Apply vinyl lettering at locations indicated.

3.4 ADJUSTING AND CLEANING

A. Remove temporary protective coverings and strippable films, if any, as fire-protection cabinets are installed unless otherwise indicated in manufacturer's written installation instructions.

B. Adjust fire-protection cabinet doors to operate easily without binding. Verify that integral locking devices operate properly.

C. On completion of fire-protection cabinet installation, clean interior and exterior surfaces as recommended by manufacturer.

D. Touch up marred finishes, or replace fire-protection cabinets that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by fire-protection cabinet and mounting bracket manufacturers.

E. Replace fire-protection cabinets that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 104413

END OF SECTION

SECTION 10711 – FOLDING HURRICANE SHUTTER

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Hurricane Rated Aluminum Shutter.

1.02 REFERENCES

- A. Miami Dade County Department of Permitting, Environment and Regulatory Affairs NOA No 13-0530.10

1.03 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's standard details and catalog data indicating compliance with referenced standards, and manufacturer's installation instructions.
- C. Certificates:
 - 1. Manufacturer's certification that products comply with referenced standards.
 - 2. Evidence of manufacturer's membership in the Steel Door Institute.
- D. Shop Drawings: Door, frame, and hardware schedule. Show types, quantities, dimensions, specified performance, and design criteria, materials and similar data for each opening required. Drawing shall be prepared with site-specific wind loading evaluation and shall consider mounting materials, clear operating space for protected opening, accessibility)
 - 1. Indicate frame configuration, anchor types and spacing, location of cutouts for hardware, reinforcement, to ensure doors and frames are properly prepared and coordinated to receive hardware.
 - 2. Indicate door elevations, internal reinforcement, closure method.

1.04 COORDINATION

- A. Coordinate Work with other directly affected sections involving manufacture or fabrication of internal cutouts and reinforcement for door hardware, electric devices and recessed items.
- B. Coordinate Work with frame opening construction, door and hardware installation.
- C. Sequence installation to accommodate required door hardware.
- D. Verify field dimensions for factory assembled frames prior to fabrication.

1.05 PERFORMANCE REQUIREMENTS

- A. The project is a hurricane shelter, designed to meet the reference standards indicated in the drawings. All products and assemblies shall be compliant with the codes and standards indicated in the drawings and specifications. All products and assemblies within this section shall be approved by Texas department of insurance (TDI). Submit calculations prepared by a Texas registered engineer which show compliance with the following requirements:
1. Wind loads, applied in accordance with the building code indicated herein and with the icc 500
 - a. basic wind speed, $v = 190$ mph (3-second gust)
 - b. wind importance factor, $i = 1.0$
 - c. wind exposure = c
 - d. internal pressure coefficient, $gpi = +/- 0.55$ (partially enclosed buildings)
 - e. wind directionality factor, $kd = 1.0$
 2. components and cladding wind loads:
 - a. refer to the drawings for wall and roof design pressure zones and values
 3. wind-borne projectile (9-pound 2x4 sawn timber; per icc 500) criteria:
 - a. vertical impact = 76 mph (basic design wind speed times 0.4)
 - b. horizontal impact = 19 mph (basic design wind speed times 0.1)

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer: Willard Shutter Co., Inc., which is located at: 4420 N.W. 35th Ct. ; Miami, FL 33142; Toll Free Tel: 800-826-4530; Tel: 305-633-0162; Fax: 305-638-8634; Email:[request info \(info@willardshutterco.com\)](mailto:requestinfo@willardshutterco.com); Web:www.willardshutter.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.
- C. Basis of Design Product: Bertha HV Accordion Shutter System. Refer to Miami Dade County Department of Permitting, Environment and Regulatory Affairs NOA No 13-0530.10.

2.02 MATERIALS

- A. Accordion Folding Shutters and Doors: Extruded aluminum; curtain formed of interlocking slats with continuous pivot hinged edges; manually operated.
1. Size as indicated in the drawings, and subject to manufacturer's site-specific wind load plan and installation coordination. Mounting as determined by site-specific analysis (mounting materials, clear operating space for protected opening, accessibility).
 2. Accordion blade: HV2 blade, item 2 in NOA.
 3. Bottom track: HV Trench Track, item 9 in NOA
 4. Head track: HD Wall Header/Sill, item 14 in NOA
 5. Center meeting style: HV Centermate, item 21 in NOA
 6. Locking: HV "T" Lock, item 30 in NOA
 7. Foot bolt device: Locking Rod, item 35 in NOA

2.03 ACCESSORIES

- A. Anchors: Manufacturer's standard framing anchors, specified in manufacturer's printed installation instructions for project conditions.

2.04 FINISHES

- A. Chemical Treatment: Treat steel surfaces to promote paint adhesion.
- B. Factory Prime Finish: Meet requirements of ANSI A 250.10.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are acceptable before beginning installation of frames.
 - 1. Do not begin installation until substrates have been properly prepared.
 - 2. If substrate preparation is the responsibility of another installer, coordinate with other trades to remedy unsatisfactory preparation before proceeding.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

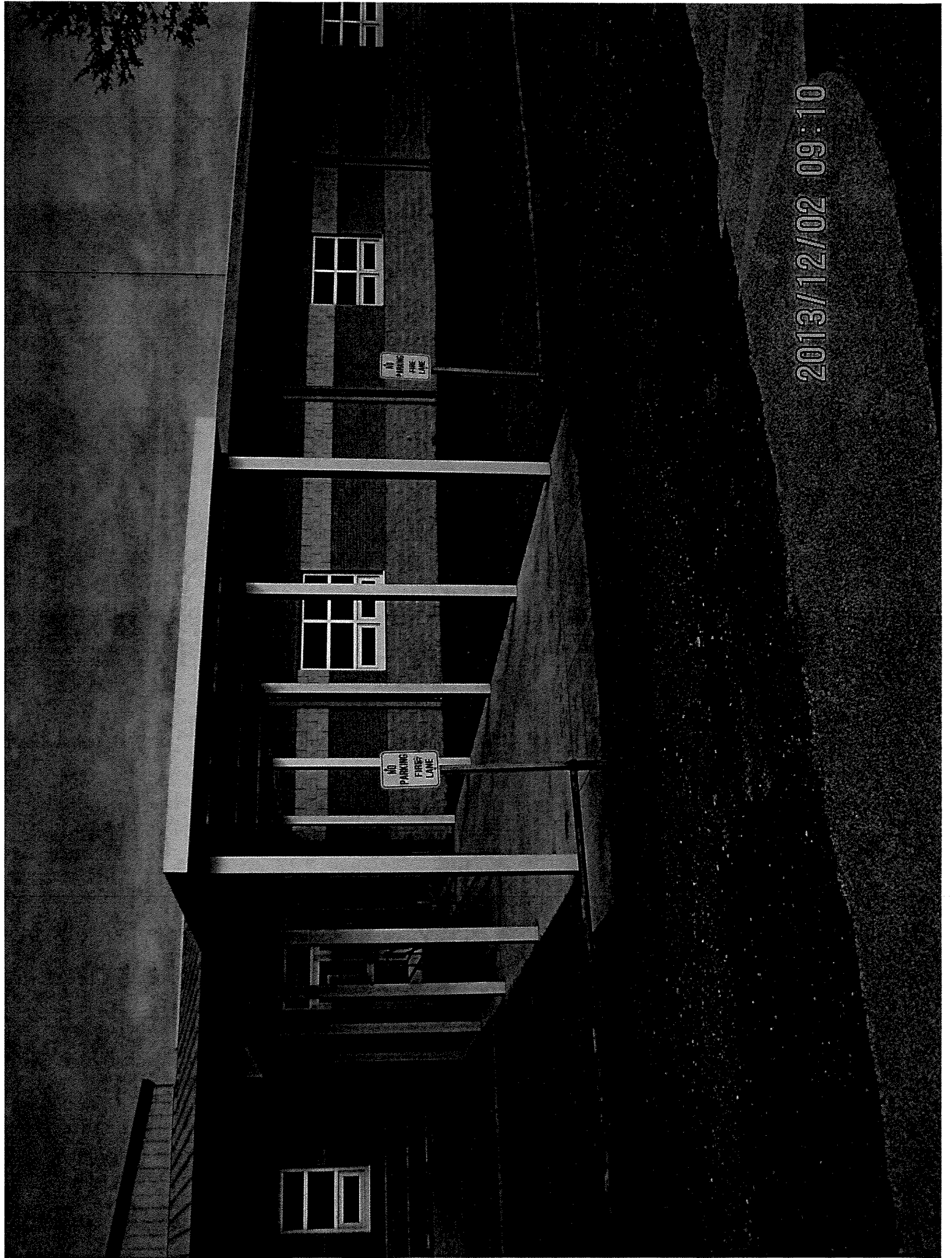
3.03 ADJUST AND CLEAN

- A. Adjust doors for proper operation, free from binding or other defects.
- B. Clean and restore soiled surfaces. Remove scraps and debris and leave site in a clean condition.
- C. Prime Coat Touch-Up: Immediately after erection, sand smooth rusted or damaged areas of prime coat, and apply touch-up of compatible air-drying primer.

3.04 PROTECTION

- A. Protect installed products and finished surfaces from damage during construction.

END OF SECTION



2013/12/02 09:10



2013/12/02 09:42

- NOTES:**
1. STORM WATER POLLUTION PREVENTION ANY CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF HOUSTON'S STORM WATER POLLUTION PREVENTION PLAN.
 2. ALL EXISTING UTILITIES AND DIMENSIONAL MARKERS ARE TO BE MAINTAINED THROUGHOUT CONSTRUCTION.
 3. ALL AREAS TO BE TENDED DURING CONSTRUCTION.
 4. INSTALL SOD AT ALL AREAS THAT EXCEEDS 1% SLOPE.
 5. INITIAL HYDRO MATCH LINES TO ALL ADJACENT AREAS.
 6. MAINTAIN POSITIVE DRAINAGE AWAY FROM ADJACENT PROPERTIES.

LEGEND:

- EXISTING OVERHEAD ELECTRIC
- PROPOSED UTILITY ROW
- EXISTING ROAD
- PROPOSED DRIVEWAY
- PROPOSED CONCRET/ CONCRETE PAVEMENT (ASPHALT/PAVEMENT)
- PROPOSED CONCRET/ CONCRETE PAVEMENT (GRAVEL/PAVEMENT)
- PROPOSED DRIVEWAY
- PROPOSED FORMAL FENCE
- PROPOSED "W" WATERWAY (POUND)
- PROPOSED "V" WATERWAY
- PROPOSED SEPTIC SYSTEM LINE
- EXISTING SPOT GRADE
- PROPOSED SPOT GRADE
- EXISTING SPOT GRADE
- PROPOSED SPOT GRADE

REVISIONS

NO.	DATE	DESCRIPTION
1	05/14/14	ISSUED FOR CONSTRUCTION
2	05/14/14	ADDITIONAL

FREE LOG

NO.	DATE	DESCRIPTION
1	05/14/14	ISSUED FOR CONSTRUCTION
2	05/14/14	ADDITIONAL

KEY PLAN

HIGH ISLAND SHELTER FACILITY
HIGH ISLAND, TEXAS

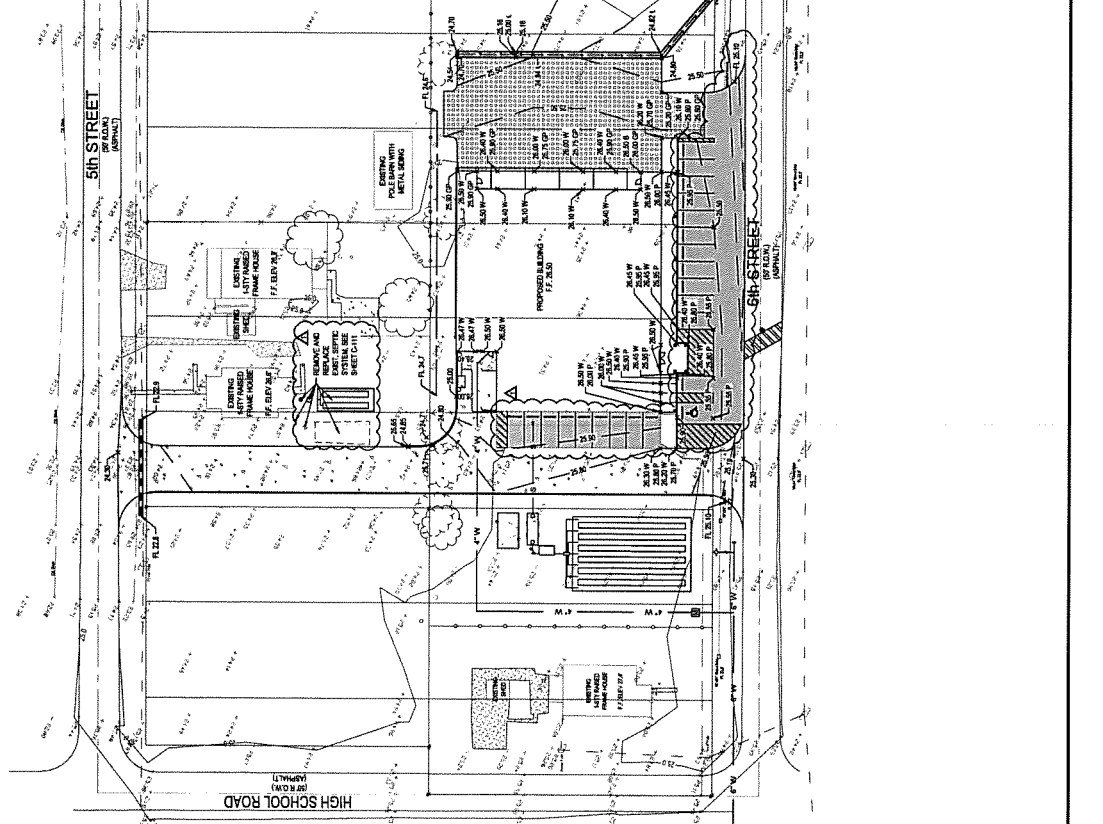
IGN
L. G. IRIARTE, P.E.
REGISTERED PROFESSIONAL ENGINEER
2015 Westpark Drive, Suite 400
Houston, Texas 77063-3730
Tel: 713-266-6300 (Ex. 713) 266-3989



Project No. 170-1030-003
Date: December 9, 2014

GRADING AND DRAINAGE PLAN

C-121



0.00 0.25 0.50 1.00 2.00

SCALE: 1"=20'

DATE: 12/9/14

PROJECT NO. 170-1030-003

DATE: DECEMBER 9, 2014

GRADING AND DRAINAGE PLAN

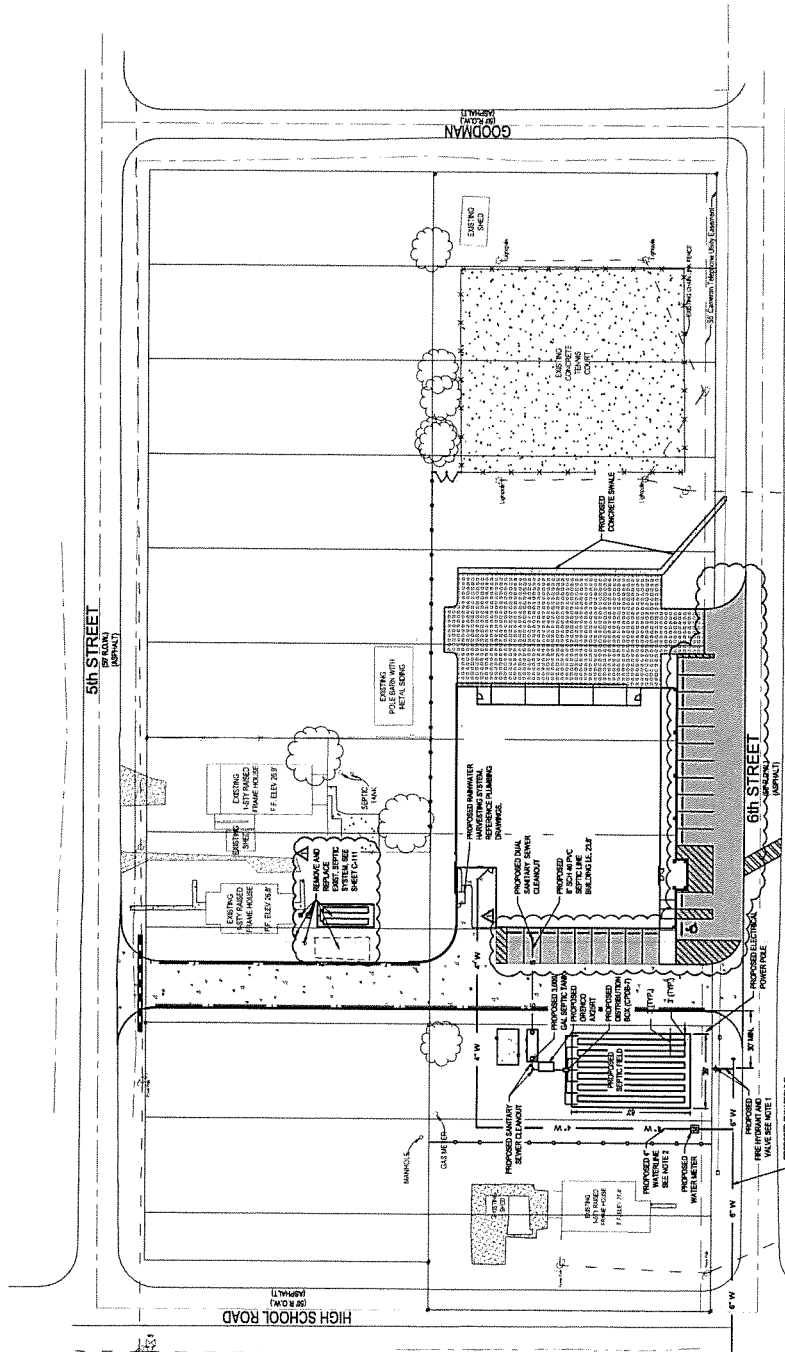
C-121

NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

LEGEND:

- EXISTING OVERHEAD ELECTRIC
- EXISTING PROPERTY LINE ROW
- EXISTING EASEMENT
- EXISTING ROAD
- PROPOSED EOP
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED 4" CONCRETE PAVEMENT (EXTERIOR DRIVEWAY)
- PROPOSED 4" CONCRETE PAVEMENT (INTERIOR DRIVEWAY)
- PROPOSED GRAVEL PAVEMENT
- PROPOSED 4" W/6" TYPICAL WHITE STRIPING
- PROPOSED 4" CANAL FENCE
- PROPOSED 4" WATERLINE (BY OTHERS)
- PROPOSED 4" WATERLINE PROPOSED



HIGH ISLAND SHELTER
FACILITY
HIGH ISLAND, TEXAS

L&N
Lombardi, Anderson
& Neumann, Inc.
PLANNING
ENGINEERING
CONSTRUCTION
2822 Howard Drive, Suite 400
Houston, Texas 77020-2720
Tel: 713-364-6980 Fax: 713-364-3889

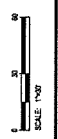
KEY PLAN

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUE FOR CONSTRUCTION	12/19/14
2	REVISIONS	
3	REVISIONS	
4	REVISIONS	
5	REVISIONS	
6	REVISIONS	
7	REVISIONS	
8	REVISIONS	
9	REVISIONS	
10	REVISIONS	

FILE LOG

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

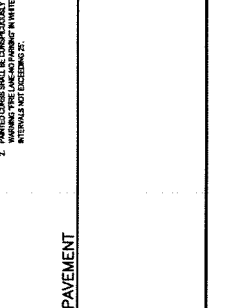
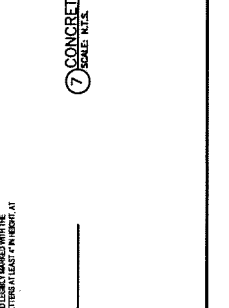
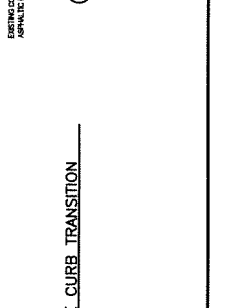
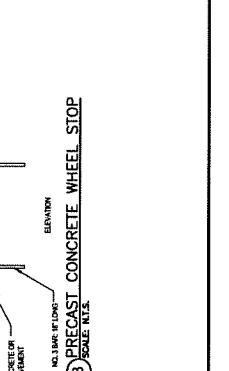
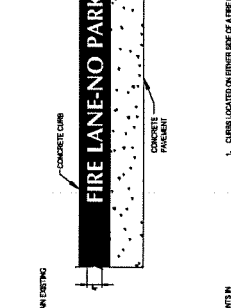
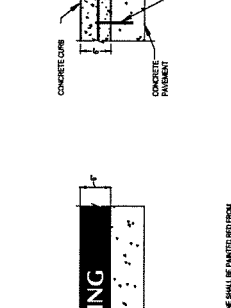
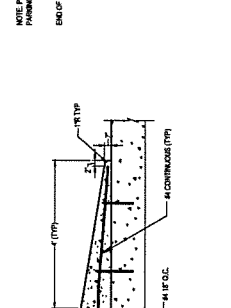
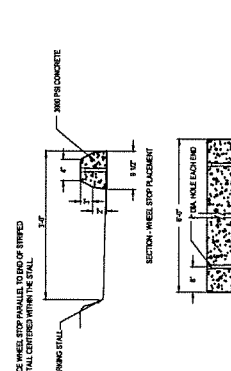
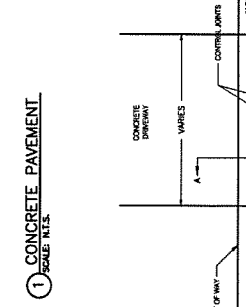
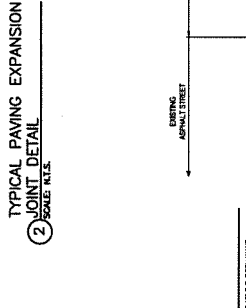
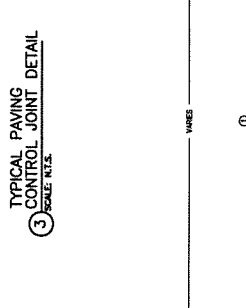
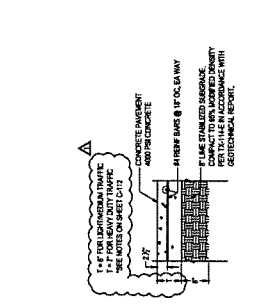
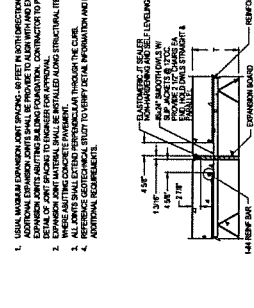
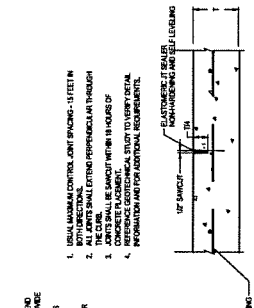
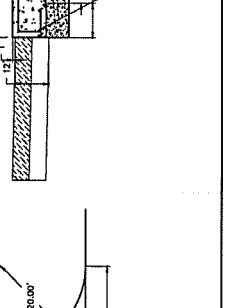
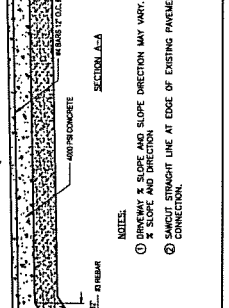
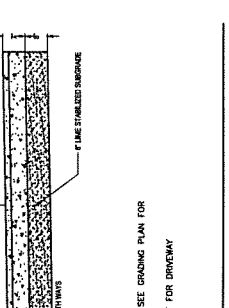
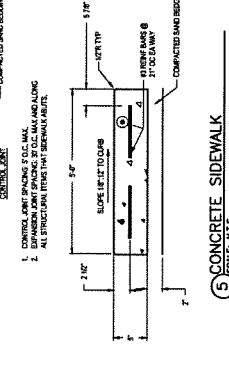
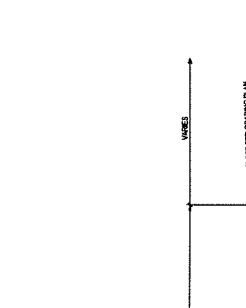
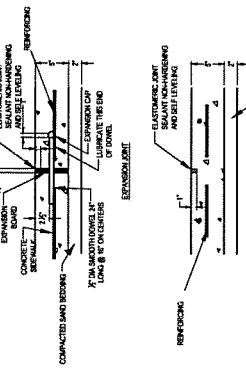
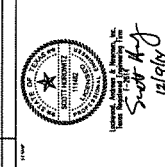


Project No. 170-1200-003
Date: December 9, 2014

UTILITY PLAN

C-131

NO.	DATE	DESCRIPTION
1	08/14/14	ISSUED FOR CONSTRUCTION
2	08/14/14	AS NOTED



1. TYPICAL PAVING EXPANSION JOINT DETAIL
SCALE: N.T.S.

2. TYPICAL PAVING CONTROL JOINT DETAIL
SCALE: N.T.S.

3. TYPICAL PAVING CONTROL JOINT DETAIL
SCALE: N.T.S.

4. COMMERCIAL DRIVEWAY
SCALE: N.T.S.

5. CONCRETE SIDEWALK
SCALE: N.T.S.

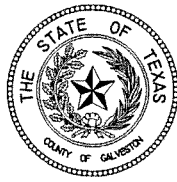
6. CONCRETE CURB TRANSITION
SCALE: N.T.S.

7. FIRE LANE-NO PARKING
SCALE: N.T.S.

8. CONCRETE CURB ON CONCRETE PAVEMENT
SCALE: N.T.S.

9. CONCRETE SIDEWALK
SCALE: N.T.S.

10. PRECAST CONCRETE WHEEL STOP
SCALE: N.T.S.



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

December 11, 2014

RE: ADDENDUM #5
RFP #B151010, HIGH ISLAND EMERGENCY SHELTER/GYMNASIUM FACILITY

To All Prospective Proposers,

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

Attached you will find Addendum #5 for RFP #B151010, High Island Emergency Shelter/Gymnasium Facility.

Question #1: *We received Addendum #4 for the High Island Shelter/Gymnasium Project. On this new proposal form....Item #3 states to return ONE original and FOUR copies of submittals. In the original Specs....it states to return ONE original and EIGHT copies. Question is....Do we now only need to return total of FIVE copies instead of the EIGHT?*

Response: **Please return sealed proposals in sets of five (5), one (1) original and four (4) copies.**

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,

A handwritten signature in black ink, appearing to be "Rufus G. Crowder", written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

SECTION 009113 - ADDENDA

PART 1 - Addenda

1.1 PROJECT INFORMATION

- A. Project Name: High Island Shelter/Gymnasium Facility
- B. Owner: Galveston County
- C. Owner Project Number: DRS010052
- D. Engineer: Lockwood, Andrews & Newnam, Inc.
- E. Engineer Project Number: 170-12030-003.
- F. Date of Addendum: December 11, 2014

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

1.3 REVISIONS TO DIVISION 00 PROCUREMENT REQUIREMENTS AND CONTRACTING REQUIREMENTS

- A. Document Bid Form, page 14, (reissued).
 - 1. Modified to address testing allowances, insert addenda information and re-order the form to reflect aforementioned changes.

PART 2 - REVISIONS TO DIVISION 01 GENERAL REQUIREMENTS

- A. Specification Section, 01020 Allowances, (reissued).
 - 1. Increased the amount scheduled for the testing laboratory services.
- B. Specification Section, 01455 Testing Laboratory Services, (reissued).
 - 1. Clarified responsibility for contracting and payment of the testing laboratory services.

2.2 RESPONSE TO BIDDER QUESTIONS

- A. Q.) Can you please clarify the volleyball system to be used? A.) Draper Power Volleyball System (PVS), Part number 500001.

- B. Q.) Item #12 on the Proposal Form states 'Total: The sum of items 8, and 11 above'. We are concerned that this is not the County's intended total amount. Should Item #10 be included in this total? There is no indication that we are to include the other Allowances 'C and D' \$65,000 and \$5,000 respectively. A.) Refer to attached bid form. Item 9, on the attached bid form, will record all allowances except the contingency allowance and the proposers cost to complete the work stated in the bid documents.

END OF SECTION 009113

value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

7. **Contract Time:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 365 calendar days

8. **Addenda:** The undersigned acknowledges receipt of:

Addenda 1	dated	11/11/2014
Addenda 2	dated	11/17/2014
Addenda 3	dated	12/05/2014
Addenda 4	dated	12/10/2014
Addenda 5	dated	12/11/2014
Addenda #	dated	__/__/2014

9. **Base Proposal:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

_____ Dollars and no/100 \$ _____
(Amount written in words governs) (Amount in figures)

10. **Contingency Allowance:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 9) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

_____ Dollars and no/100 \$ _____
(Amount written in words governs) (Amount in figures)

11. **Total:** The sum of items 9 and 10, above:

_____ Dollars and no/100 \$ _____
(Amount written in words governs) (Amount in figures)

12. **Alternates:** If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated

Alternate NO. 1: Provide "gymnasium equipment" specified under section 11662. Include electrical requirements in cost of alternate.

Add/Deduct _____ Dollars and no/100 \$ _____
(Amount written in words governs) (Amount in figures)

Alternate NO. 2: Provide stainless steel plumbing fixtures specified in the plumbing fixture schedule (Reference drawings). Include electrical requirements in cost of alternate.

Add/Deduct _____ Dollars and no/100 \$ _____
(Amount written in words governs) (Amount in figures)

SECTION 01020 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing handling and processing allowances.
- B. Selected materials and equipment, and in some cases, their installation are shown and specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. Additional requirements, if necessary, will be issued by Change Order.
 - 1. Types of allowances required include the following:
 - a. Lump sum allowances.
 - b. Contingency allowance.
 - c. Inspection and testing allowances.
- C. Allowance amounts shall be transferable to other allowances as directed by the Architect.
- D. Procedures for submitting and handling Unit Prices are included in Section "Unit Prices".
- E. Procedures for submitting and handling Change Orders are included in Section "Modification Procedures."
- F. Use of allowances for inspection and testing agencies is included in Section "Quality Control Services."

1.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.4 CONTINGENCY ALLOWANCES

A. Contingency Allowance Adjustment:

1. Base each Change Order Proposal Request for an allowance cost adjustment solely on the actual purchase amount and the final measurement of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
2. Include installation costs in the purchase amount.
3. Include delivery costs in the purchase amount.
4. Include equipment rental in the purchase amount.
5. When requested, prepare explanations and documentation to substantiate the margins claimed.
6. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.
7. Funds will be drawn from the Contingency Allowance only by Change Proposal as approved by the Owner
8. At closeout of the Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.
9. The Contractor's overhead and profit relative to this contingency sum and work performed in accordance herewith, shall be included in the total Base Proposal price, but not included in the contingency sum. (That is, there will be no overhead and profit above what is in the base proposal associated with the use of this allowance.)

1.5 INSPECTION AND TESTING ALLOWANCES

- A. Inspection and testing allowances include the cost of engaging the inspection or testing agencies and costs for reporting the results as well as costs for the actual inspections and tests.
- B. The allowance does not include incidental labor required to assist the testing agency, or costs for retesting upon failure of previous tests and inspections. The allowance also does not include costs of services not required by the Contract Documents.
- C. At Project closeout, credit unused amounts remaining in the inspection and testing allowance to Owner by Change Order.

1.6 UNUSED MATERIALS

- A. Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted.
- B. Where it is not economically feasible to return unused material for credit and when requested by the Architect, prepare unused material for the Owners storage, and deliver to the Owners storage space as directed. Otherwise, disposal of excess material is the Contractors responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect products covered by an allowance promptly upon delivery for damage or defects.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.

3.3 SCHEDULE OF ALLOWANCES

- A. Contingency Allowance – Contingency Allowance equal to 5% of the Base Proposal lump sum to be utilized by Owner for unforeseen items of work for use upon the Owner's instructions.
- B. Testing Allowance – Testing Allowance equal to \$40,000.
- C. Connectivity Allowance – Connectivity Allowance equal to \$65,000 to provide connectivity between the shelter facility and the school facility across the street. This connectivity may be used to signal classroom bell changes, building clocks, public address, telephones and network cabling, among other purposes.
- D. Project Management Software Allowance – Allowance equal to \$5,000 for the reimbursement to Lockwood, Andrews & Newnam, Inc. (LAN) exclusively for LAN's purchase of a Newforma Project Cloud perpetual and unlimited user license for the project team.

END OF SECTION

SECTION 01455 – TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. General Conditions of the Contract for Construction. Inspections and testing required by laws, ordinances, rules and regulations or orders of public authorities are the responsibility of the Contractor.
- B. Specification Sections. Contained in the various specification sections are requirements for certification of products, testing, adjusting and balancing of equipment; and other tests and standards.
- C. Subsurface Exploration. Section 00320.
- D. Testing, Adjusting and Balancing of HVAC Systems. Section 15950.

1.2 PAYMENT

- A. The Contractor will employ and pay for services of an independent testing laboratory to perform specified testing. The Contractor will pay for the initial testing laboratory services of materials that comply with the requirements of the contract documents. If the materials tested do not comply with the requirements of the contract documents the Contractor shall be required to replace those materials, unless the Owner exercises their option to accept the work, and pay for all testing of replacement materials.
 - 1. Uncovering and Corrections of Work
 - a. Uncovering of Work
 - 1) If any portion of the Work should be covered contrary to the request of the Architect, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for their observation and replaced, at the Contractor's expense.
 - 2) If any other portion of the Work has been covered which neither the Owner nor the Architect has specifically requested to observe prior to being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner, as the case may be. If such Work were found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by a separate contractor employed as provided in Article 15, and in that event, the separate contractor shall be responsible for the payment of such costs.
 - b. Correction of Work

- 1) The Contractor shall promptly correct all Work rejected by the Architect or the Owner as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed complete. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby.
- 2) If, within one year after the Date of Substantial Completion of Work or designated portion thereof, or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, the Contractor is notified of defective work he shall correct it promptly. This obligation shall survive the termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- 3) The Contractor shall remove from the site all portions of the Work which are defective or nonconforming and which have not been corrected under Subparagraphs above, unless removal has been waived by the Owner.
- 4) If the Contractor fails to correct defective or nonconforming Work as provided in Subparagraphs above, the Owner may correct it in accordance with the Agreement between Galveston County and Contractor.
- 5) If the Contractor does not proceed with the correction of such defective or nonconforming work within a reasonable time fixed by written notice from the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the additional services made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Contract Amendment shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 6) The Contractor shall bear the cost of making good all work of the other contractors destroyed or damaged by such removal or correction.
- 7) Nothing contained in this Paragraph "Correction of Work" shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the Contract Documents. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

- B. The Contractor's bid includes an amount specified as an allowance to cover the cost of services for an independent testing laboratory, which will be approved by the Owner. Payments to the laboratory shall be made by the Contractor upon authorization of the Architect/Engineer.
- C. The Owner will pay monthly for testing services based on mutually agreeable unit prices for services rendered. Submit the laboratory invoice for review. The Architect/Engineer will forward the invoice to the Owner for approval prior to authorizing Contractor payment.
- D. Approval of a testing laboratory by the Owner in no way relieves the Contractor of his obligation to perform the work according to the contract documents.

1.3 WORK INCLUDED

- A. Testing is required for the following items of work:
 - 1. Soils compaction control.
 - 2. Asphalt concrete paving.
 - 3. Asphalt densities.
 - 4. Portland cement concrete paving.
 - 5. Auger-cast piles
 - 6. Concrete reinforcement.
 - 7. Cast-in-place concrete.
 - 8. Mortar.
 - 9. Structural metal framing.
 - 10. Additional items required by individual sections

1.4 TESTING LABORATORY QUALIFICATIONS

- A. Standards.
 - 1. Meet "Recommended Requirements for Independent Laboratory Qualification," latest edition, published by American Council of Independent Laboratories.
 - 2. Meet basic requirements of ASTM E 329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction."
 - 3. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection; with memorandum of remedies of any deficiencies reported by inspection.
- B. Testing Equipment.
 - 1. Calibrate at maximum 12-month intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of physical constants.
 - 2. Submit copy of certificate of calibration, made by accredited calibration agency.

1.5 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to the work or to manufacturer's operations.

- B. Provide to laboratory, preliminary representative samples of materials to be tested, in required quantities.
- C. Furnish copies of mill test reports.
- D. Furnish labor and equipment:
 - 1. To provide access to the work to be tested.
 - 2. To obtain and handle samples at the site.
 - 3. To facilitate inspections and tests.
 - 4. For laboratory's exclusive use for storage and curing of test samples.
- E. Notify the Architect/Engineer and laboratory at least 48 hours in advance of operations to allow for his assignment of personnel and scheduling of tests.
- F. Arrange with the laboratory and pay for additional samples and tests required for the Contractor's convenience.

PART 2 - PRODUCTS

2.1 EARTHWORK

- A. Soil Analysis Tests (Site and Select Fill). One analysis required for each type of soil under building and paving for:
 - 1. Liquid limit.
 - 2. Plastic limit.
 - 3. Plasticity index.
 - 4. Maximum laboratory density (Proctor) tests.
- B. Field density tests under building and paving for subgrade and each lift of fill: one for each 5000 square feet.

2.2 PAVING - BASE COURSE

- A. Test density (ASTM D 1557) and installed thickness in locations as directed by Architect/Engineer.

2.3 CONCRETE

- A. Conform to ACI 301, as modified below.
 - 1. Mix Designs. One for each class of concrete required, Method 1, Section 3.8.2, ACI 301.
 - 2. Concrete Pours. Random sampling as directed by Architect/Engineer/Owner to verify general compliance with contract documents. Each sampling: three cylinders and slump test (ASTM C 143). Test one at 7 days; two at 28 days.
- B. Controlled Concrete Projects.

1. Verify mix design at plant at start of pour.
2. Laboratory technician shall be at site at all times during concrete pouring operations.
3. Samplings. One per 100 cubic yards or fraction thereof of each mix design placed in any one day. Each test shall consist of slump and air tests, temperature and four cylinders. Test one cylinder at 7 days, two at 28 days and retain one in reserve.

2.4 STEEL

- A. Observation and testing of shop welds and bolted work and nondestructive tests of completed welds when directed by Architect/Engineer.

2.5 MECHANICAL PIPING

- A. Observation and testing of field welds and nondestructive testing of completed welds when directed by the Architect/Engineer.

PART 3 - EXECUTION

- A. Cooperate with the Architect/Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 1. Comply with specified standards; ASTM or other recognized authorities, and as specified.
 2. Ascertain compliance with requirements of the contract documents.
- C. Promptly notify the Architect/Engineer and Contractor of irregularities or deficiencies of work which are observed during performance of services.
- D. Prepare and distribute reports of inspections and tests within 3 days of test completion or weekly on continuous work as follows:
 1. Architect/Engineer: two copies.
 2. Contractor: two copies.
 3. Owner: one copy.
- E. Include the following information for each test as well as additional data specified in the applicable section.
 1. Date of test.
 2. Location of test.
 3. Specified standards.
 4. Test results.
 5. Remarks.
- F. The laboratory is not authorized to stop the work or:
 1. Release, revoke, alter, or enlarge on requirements of the contract documents.
 2. Approve or accept any portion of the work.
 3. Perform any duties of the Contractor.

END OF SECTION