



COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

TEXAS CITY HURRICANE-FLOOD PROTECTION LEVEE
REPAIR AT IH-45

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REPAIR AT IH-45



Dewey H. Brunt III 02-18-2014

Engineer
HUITT-ZOLLARS, INC.
TBPE Reg. No. F-761

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SECTION I

Invitation to Bid

General Provisions

Vendor Qualification Packet

Instructions to Bidders



BID #: 141023
OPEN: 03/04/2014
10:00 A.M.

INVITATION TO BID
TEXAS CITY HURRICANE-FLOOD PROTECTION LEVEE
REPAIR AT IH-45
GALVESTON COUNTY, TEXAS

BID #B141023

The County of Galveston solicits bids on the following project:

Contract to furnish labor, equipment, materials and incidentals as required for:
Bid #B141023, Texas City Hurricane-Flood Protection Levee Repair at IH-45

Sealed bids in sets of five (5), one (1) original and four (4) copies will be received in the office of the County Purchasing Agent, until 10:00 A.M. on 03/04/2014 and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. **Bidders are specifically advised that any bid delivered after this time will be returned unopened.**

Submitted bids will be publicly opened on 03/04/2014 at 10:00 A.M. in the Purchasing Agents office located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth (5th) Floor, Galveston, Texas 77550.

All bids must be marked on the outside of the envelope:
Bid #B141023, Texas City Hurricane-Flood Protection Levee Repair at IH-45

Bidder's name and return address should be on the outside of the envelope.

Plans and specifications may be obtained from the office of Huitt-Zollars, Inc., 1500 S. Dairy Ashford, Suite 200, Houston, Texas 77077, (281) 496-0066.

A \$50.00 non refundable deposit shall be required for each set of plans and specifications.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Bids will be completed on the forms and proposal sheets provided.

Each bid must be accompanied by a Certified or Cashier's Check or acceptable Bidder's Bond in the amount of 5% of bid as a guarantee that, if awarded the contract, within sixty (60) days from the date of bid opening, the bidder will enter into a contract and execute any required Performance and Payment Bonds.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids, and to accept bid or bids which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

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**GENERAL PROVISIONS
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1. PROPOSAL PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the Galveston County Purchasing Agent, unless otherwise specifically noted.

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

All questions regarding this Request for Proposal must be submitted in writing to:
Rufus G. Crowder, CPPO CPPB, Purchasing Agent
722 Moody (21st Street)
Fifth(5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all proposals. This signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER'S RESPONSIBILITY

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

1. have adequate financial resources or the ability to obtain such resources as required;
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

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4. TIME FOR RECEIVING PROPOSALS

Proposals may be submitted by postal mail or hand delivered to the reception desk of the Purchasing Department. Proposals will not be accepted by fax or electronic mail unless superseded by instruction(s) within the Request for Proposal document. Proposals must be received and time stamped by procurement staff in the Purchasing Department prior to the specified date and time on the bid notice. Late proposals will not be accepted and returned to the submitter unopened. Only the time designated by the "time stamp" issued by the Purchasing Department will determine whether the proposal was received at the proper time.

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening. If the proposer fails to identify the Proposal Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

5. PROPOSAL OPENING

Only the names of proposers will be read at the opening. The Purchasing Agent will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

6. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

7. REJECTION OF PROPOSALS

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

8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening. Vendors are to proposal as specified herein or proposal an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

9. SUBSTITUTES

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

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10. EXCEPTIONS TO PROPOSAL

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.

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

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

11. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

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

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

12. PROCUREMENT CARD PROGRAM

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

13. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sales and use taxes imposed under Chapter 151. This provision is not a certificate of tax exemption. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>.

14. PASS THROUGH COST ADJUSTMENTS

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

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In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original proposal.

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

15. MODIFICATION OF PROPOSALS

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 considering of same.

16. SIGNATURE OF PROPOSALS

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

17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.**

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

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

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

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

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

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

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

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

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals unless special consideration is granted by the Commissioners' Court..

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

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

18. DISPUTE AFTER AWARD

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If

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the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests until the procedure is followed.

19. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

20. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

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

21. CONTRACT TERM

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

22. TERMINATION FOR DEFAULT

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

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

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

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

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

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

- Fails to meet delivery or completion schedules;
- Fails to otherwise perform in accordance with the accepted proposal and the contract

23. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

24. FORCE MAJEURE

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

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

25. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

26. CONTRACTOR INVESTIGATION

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

27. NO COMMITMENT BY COUNTY OF GALVESTON

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

28. BEST AND FINAL OFFERS

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original

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proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

29. SINGLE PROPOSAL RESPONSE

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

30. REJECTION/DISQUALIFICATION OF PROPOSALS

Galveston County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by the County. Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the proposal form (s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- C. Failure to properly complete the proposal.
- D. Proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among proposers.

31. CHANGES IN SPECIFICATIONS

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.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new date if applicable, for the opening or proposals.

32. PROPOSAL IDEAS AND CONCEPTS

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

33. PROPOSAL DISCLOSURES

The names of those who submitted proposals will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

34. PROTEST

Any actual or prospective proposer who is allegedly aggrieved in connection with the solicitation or award of proposal may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the

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decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless the procedure is followed.

35. WITHDRAWAL OF PROPOSAL

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

36. INDEMNIFICATION

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

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

37. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful proposer and providing that the amount by reason of services limits of not less than the following sums:

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

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

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed

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TEXAS CITY HURRICANE-FLOOD PROTECTION LEVEE
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by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

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

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

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

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

38. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights.

39. CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

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

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

40. ENTIRETY OF AGREEMENT AND MODIFICATION

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

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

41. NON-COLLUSION AFFIDAVIT

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

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

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

42. SOVEREIGN IMMUNITY

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

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43. MERGERS, ACQUISITIONS

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

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

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

44. DELAYS

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

45. ACCURACY OF DATA

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

Proposer may tour the Station to verify information and data. Please contact the County Purchasing Agent to arrange to visit the Station.

46. SUBCONTRACTING/ASSIGNMENT

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

47. INDEPENDENT CONTRACTOR

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

48. MONITORING PERFORMANCE

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

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49. COUNTY'S RIGHT TO INSPECT

The County reserves the right to inspect the service provider's contracts with its suppliers before making an award, for the purpose of ascertaining whether the service provider has the necessary operational systems in place for performing this contract. The County may also consult with clients of the service provider during the evaluation of proposals. Such consultation is intended to assist the County in making a contract award which is most advantageous to the County.

50. BID/PROPOSAL BOND – PERFORMANCE GUARANTY

Each bidder will be required to furnish with their bid a Cashier's or Certified Check from any bank authorized to do business within the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston. The Bid Bond must be executed with a surety company authorized to do business within the State of Texas. Certified checks or bid bonds will be returned to the unsuccessful bidder(s) and to the successful bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates.

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

51. PERFORMANCE AND PAYMENT BOND(S)

Public Works Contracts

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

Bidders should familiarize themselves with the entire provisions of V.T.C.A., Chapter 2253 and the penalties provided for its violation before submitting their bid.

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

52. PERFORMANCE GUARANTY

In accordance with Section 262.032(b) of the Texas Local Government Code, if a contract exceeds \$50,000, within thirty (30) days after the date of signing a contract or the issue of a purchase order, the service provider shall furnish a performance bond to the County for the full amount of the contract. The performance guaranty shall be effective for the entire contract period. The performance guaranty shall be in the form of a performance bond from a surety company authorized to do business in the State of Texas, a certified check or cashier's check, or an irrevocable letter of credit from a bank authorized to do business within the State of Texas, approved by and payable to the County of Galveston.

53. PROCUREMENT ETHICS

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

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

CODE OF ETHICS – Statement of Purchasing Policy

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

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

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

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

General Ethical Standards

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

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

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

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

Gratuities

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

Kickbacks

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

Contract Clause

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

Confidential Information

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

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54. EMPLOYMENT VERIFICATION

The Immigration Reform and Control Act (IRCA) of 1986 prohibit contractors from knowingly hiring illegal workers. Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/ or Subcontractor paying the County the amount of \$60.00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition.

55. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

By submission of its proposal and completion of the included debarment certification form, proposer certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Proposer further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract. Proposer also certifies that it shall notify Galveston County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Proposer agrees that it shall refund Galveston County for any payments made to it while ineligible.

56. 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 such other address as may be given in writing to the parties:

To the County at:

Hon. Mark A. Henry, County Judge
722 Moody
Second Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 621-7987

Bob Boemer
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 770-5560



County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: #B141023

Solicitation Title: Texas City Hurricane-Flood Protection Levee Repair at IH-45

Contractor hereby CERTIFIES that:

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

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

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

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

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

Name of Business

Date

By: _____
Signature

Printed Name & Title



County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, January 27, 2012)

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

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

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

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

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

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

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

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

Worker's Compensation Insurance:

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

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

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

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

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

Procurement Policy - Special Note:

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

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

Code of Ethics - Statement of Purchasing Policy:

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

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

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

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

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

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

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

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

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

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

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

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

Questions/Concerns:

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

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

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

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



COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

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

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

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

Areas below are for County use only.

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

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number								

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

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

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

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

0030

INSTRUCTIONS TO BIDDERS

1. BID PACKAGE

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

2. REVIEW

Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bidding procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.

3. PRE-BID MODIFICATIONS

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

4. BID FORMS

All bids must be submitted on forms furnished by County.

5. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for bid opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole

purpose of identifying the Bid Number for which the submission was made. The envelope will then be resealed. No liability will attach to a County officer or employee for the premature opening of a bid.

6. **TERM**

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

7. **AWARD OF BID**

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

8. **SUBSTITUTES**

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

9. **REJECTION OF BIDS**

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

10. **BID BOND**

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

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

11. **PERFORMANCE AND PAYMENT BOND**

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

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

Bidders should familiarize themselves with the entire provisions of V.T.C.A., Chapter 2253 and the penalties provided for its violations before submitting their bid.

12. CONTRACT

The contract shall become effective upon the Commissioners' Court's execution of same.

The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work.

13. TAX EXEMPTION

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

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

SECTION II
Bid Proposal
Contract Award

BID NUMBER B141023

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
TEXAS CITY HURRICANE-FLOOD PROTECTION LEVEE REPAIR AT IH-45

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

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

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

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

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

BIDDER _____
SIGNATURE _____
PRINT NAME _____
TITLE _____
ADDRESS _____
CITY, STATE _____
ZIP _____
TELEPHONE _____
FAX NO _____
DATE _____
TAX I.D. No. _____

BID FORM

**TEXAS CITY HURRICANE-FLOOD PROTECTION PROJECT
LEVEE REPAIRS AT IH-45**

BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE	
1	01026	SITE PREPARATION (Maximum 5% of Bid)	LS	1	DOLLARS AND _____ CENTS			
2	02233	CLEARING AND GRUBBING	SY	1,100	DOLLARS AND _____ CENTS			
3	02314 02315	EMBANKMENT	CY	550	DOLLARS AND _____ CENTS			
4	02921 02911	HYDROMULCH SEEDING	LS	1	DOLLARS AND _____ CENTS			
5	01555	TRAFFIC CONTROL	LS	1	DOLLARS AND _____ CENTS			
6	10400 01410	MATERIALS TESTING LAB ALLOWANCE	LS	1	Four Thousand DOLLARS AND _____ No _____ CENTS	\$4,000.00	\$4,000.00	
7	01573	SWPPP	LS	1	DOLLARS AND _____ CENTS			
TOTAL BID								

All items of work not specifically called for in the Bid Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for the same.

For a bid to be considered responsive all sections must be completed.

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be
incorporated into the project

\$ _____

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

\$ _____

TOTAL: (Must agree with bid)

\$ _____

CONTRACT AWARD

**CONTRACT FOR: TEXAS CITY HURRICANE-FLOOD PROTECTION
LEVEE REPAIR AT IH-45**

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

Contract No: _____

Bid No: B141023

Contractor: _____

The Specifications and Drawings are enumerated as follows:

<u>DIVISION</u>	<u>01000 GENERAL REQUIREMENTS</u>	No. of Pages
01026	MEASUREMENT AND PAYMENT	3
01040	COORDINATION	2
01300	SUBMITTALS	6
01328	CONSTRUCTION SURVEYING	2
01400	QUALITY CONTROL	2
01410	TESTING LABORATORY SERVICES	3
01555	TRAFFIC CONTROL AND REGULATION	4
01573	FILTER FABRIC FENCE	3
<u>DIVISION</u>	<u>02000 SITE IMPROVEMENTS</u>	
02100	SITE PREPARATION	1
02120	MATERIAL DISPOSAL	2
02233	CLEARING AND GRUBBING	1
02314	FILL MATERIAL	2
02315	EXCAVATING AND BACKFILLING	4
02911	TOPSOIL	2
02921	HYDROMULCH SEEDING	3

Special Items: None.

DRAWINGS: HUITT-ZOLLARS, INC. DRAWING NUMBERS 1 Thru 10

ADDENDA: _____

Contract Award (continued)

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

Time of Completion: The Contractor shall complete the work within 45 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

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

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

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

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

EXECUTED this ____ day of _____, 20__.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

DWIGHT SULLIVAN, County Clerk

CONTRACTOR

BY: _____
Signature - Title

Printed Name

SECTION III

Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: TEXAS CITY HURRICANE-FLOOD PROTECTION LEVEE REPAIR AT IH-45

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

Qualified bids or exceptions to the bids are not allowed.

SCOPE:

It is the intent of these specifications to secure a contract to furnish labor, equipment, materials and incidentals as required to: Restore the Texas City Hurricane-Flood Protection Levee to its originally-constructed elevations and dimensions between the IH-45 Main Lanes and Frontage Roads as shown on the Plans.

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

Name: G. Michael Fitzgerald, P.E., County Engineer

Address: 722 Moody, 1ST Floor, Galveston, Texas 77550

Telephone No.: (409) 770-5399

GENERAL

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

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

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

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

MATERIAL STORAGE

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

MATERIAL HAULING

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

VERTICAL AND HORIZONTAL CONTROL

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

MATERIALS TESTING

Galveston County will pay for and conduct materials testing for the County's benefit and use in determining whether to accept or reject the materials or finished products. Contractor is responsible for assuring all materials and finished products comply with the Drawings and Specifications. Test results from the County's testing will be made available to Contractor. All testing required by the County will be paid under Bid Item 6.

SUSPENSION OF WORK

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

ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY CONSTRUCTION NOISE

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporary parked mobile equipment with the

engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor.

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

WORKING HOURS

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

LIQUIDATED DAMAGES

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

TIME OF COMPLETION

Time of Completion of this project is 45 calendar days from the date of the Notice to Proceed.

PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY

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

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

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

BUILDER'S RISK INSURANCE

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

EXPERIENCE

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

EXCESS, WASTE MATERIAL AND DEBRIS

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

LABOR AND EQUIPMENT

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

FIELD OFFICE

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

INCIDENTALS

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

FLAGMEN

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly, but shall be considered incidental to Item 502, "Barricades, Signs and Traffic Handling".

SPECIAL REQUIREMENTS:

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

General Decision Number: TX140067 01/03/2014 TX67

Superseded General Decision Number: TX20130067

State: Texas

Construction Type: Heavy

Counties: Brazoria, Fort Bend, Galveston, Harris, Matagorda, Montgomery, Waller and Wharton Counties in Texas.

FLOOD CONTROL PROJECTS ONLY, (Does not Include any Water & Sewer Line work; Sewage Collection and Disposal Lines; Sewers (Sanitary Storm, etc.), or Shoreline Maintenance Water Mains and Water Supply Lines).

Modification Number	Publication Date
0	01/03/2014

SUTX1998-009 03/26/1998

	Rates	Fringes
ASPHALT DISTRIBUTOR.....	\$ 9.47	
Asphalt Paving Machine.....	\$ 10.05	
Asphalt Raker.....	\$ 8.28	
Asphalt Shoveler.....	\$ 7.45	
Batching Plant Weigher.....	\$ 11.11	
Broom or Sweeper Operator.....	\$ 8.01	
Bulldozer.....	\$ 9.91	
CARPENTER.....	\$ 10.35	
Concrete Curbing Mach.....	\$ 8.80	
Concrete Finisher-Paving.....	\$ 9.87	
Concrete Finisher-Structures.....	\$ 9.86	
Concrete Finishing Machine.....	\$ 11.79	
Concrete Joint Sealer.....	\$ 10.50	

0046

Concrete Paving Float.....	\$ 9.30
Concrete Paving Saw.....	\$ 10.01
Concrete Paving Spreader.....	\$ 9.32
Concrete Rubber.....	\$ 9.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel.....	\$ 11.35
Crusher or Screening Plant Operator.....	\$ 11.00
ELECTRICIAN.....	\$ 16.15
Flagger.....	\$ 7.25
Form Builder (Structures).....	\$ 9.96
Form Liner - Paving & Curb.....	\$ 9.03
Form Setter (PAVING/CURB).....	\$ 8.86
Form Setter-Structures.....	\$ 9.05
Foundation Drill Operator, Crawler Mounted.....	\$ 12.59
Foundation Drill Operator, Truck Mounted.....	\$ 12.73
Front End Loader.....	\$ 9.29
Labor Common.....	\$ 7.45
Laborer-Utility.....	\$ 8.53
Lineperson.....	\$ 7.50
MANHOLE BUILDER (Brick).....	\$ 8.49
MECHANIC.....	\$ 11.38
Milling Machine Operator.....	\$ 10.43
Mixer.....	\$ 7.94
Motor Grader	

0047

FINE GRADE.....	\$ 11.11
Other.....	\$ 10.67
Oiler.....	\$ 9.56
Painter-Structures.....	\$ 14.00
Pavement Marking Machine.....	\$ 7.45
Piledriver.....	\$ 10.96
Pipe layer.....	\$ 8.49
Reinforcing Steel Setter Paving.....	\$ 12.50
Reinforcing Steel Setter Structures.....	\$ 12.47
Roller, Pneumatic, Self Propelled.....	\$ 7.96
Roller, Steel Wheel Other Flatwheel or Tamping.....	\$ 7.61
Roller, Steel Wheel Plant Mix Pavements.....	\$ 9.25
Scraper.....	\$ 8.69
Servicer.....	\$ 9.51
SIGN ERECTOR.....	\$ 10.06
Sign Installer.....	\$ 7.45
Slipform Machine Operator.....	\$ 9.20
Spreader Box Operator.....	\$ 9.08
Steelworker Structural.....	\$ 10.35
Tractor-Crawler Type.....	\$ 10.12
Tractor-Pneumatic.....	\$ 8.99
Traveling Mixer.....	\$ 9.35
Trenching Machine, Heavy.....	\$ 13.56

0048

Trenching Machine, Light.....	\$ 10.50
Truck Driver Lowboy Float.....	\$ 11.29
Truck Driver Single Axle Heavy...	\$ 8.76
Truck Driver Single Axle, Light.....	\$ 8.15
Truck Driver Tandem Axle Semi-Trailer.....	\$ 8.00
Wagon Drill, Boring Machine.....	\$ 10.15
WELDER.....	\$ 10.43
Work Zone Barricade.....	\$ 7.45

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

0050

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

0051

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

TO (Owner):

PROJECT NO:

PROJECT:
(name, address)

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:

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

, SURETY COMPANY,

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

, CONTRACTOR,

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

, OWNER,

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

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

day of

20

Surety Company

Signature of Authorized Representative

Title

ATTEST:
(Seal):

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

0052

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

TO (Owner):

PROJECT NO:

PROJECT:
(name, address)

CONTRACT FOR:

CONTRACT DATE:

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

, SURETY,

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

, CONTRACTOR,

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

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

, OWNER,

as set forth in the said Surety's bond.

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

day of

20 .

Surety

Signature of Authorized Representative

Title

ATTEST:
(Seal):

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

State of:

County of:

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

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

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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

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

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of _____ 20

Notary Public:

My Commission Expires:

0054

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIEN

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

State of:

County of:

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

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

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of _____ 20

Notary Public:

My Commission Expires:

0055

SECTION IV
General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. COUNTY AS OWNER

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

2. CONTRACTOR

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

3. PROGRAM ADMINISTRATOR

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

4. STATUS OF CONTRACTOR

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

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

5. ASSIGNMENT AND SUBLETTING

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

6. EQUAL OPPORTUNITY

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

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

7. CONTRACT

This contract consists of the following documents; Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award, Special Terms and Conditions

(including specifications, drawings and addenda), General Terms and Conditions, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

8. DISCREPANCIES AND OMISSIONS

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

9. COLLATERAL CONTRACT

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

10. TIME

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

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

11. TIME AND ORDER OF COMPLETION

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

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

12. EXTENSION OF TIME

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall

decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay. The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay. The amount of the extension will be determined by the Program Administrator.

13. LOSSES FROM NATURAL CAUSES

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

14. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

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

15. PERFORMANCE OF WORK

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

16. STORAGE AND CLEANUP

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

17. WORKING HOURS

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

18. WORKSITE SECURITY

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

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

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

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

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

19. ALCOHOL/DRUG FREE WORKPLACE

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

20. LABOR

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

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

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

21. WAGE RATES

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

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

contract and are incorporated and made a part hereof.

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

Contractor acknowledges that:

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

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

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

22. UTILITIES

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

23. PARKING

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

24. FIRE AND SAFETY

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

25. CONTRACTOR'S BUILDINGS

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

26. INSURANCE

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

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

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

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

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

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

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work. The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Receipt of all required notices shall be evidenced by return receipt of registered or Certified letter. The policies shall contain provision that

coverages will not be cancelled until at least thirty days' prior written notice has been given to the County. In the event of such notice of cancellation being given the contractor will provide substitute policies with the same provisions to county prior to the effective date of such cancellation.

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

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

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

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

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

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

27. SANITATION

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

28. DAILY CLEANUP

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

29. FINAL GRADING

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

30. RIGHT OF ENTRY

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

31. INSPECTION

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

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

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

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

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

32. DEFECTS AND THEIR REMEDIES

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

33. SUBSTANTIAL COMPLETION

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

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the

general purpose for which it was undertaken; however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor.

34. FINAL COMPLETION AND ACCEPTANCE

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

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

35. PARAGRAPH 35 HAS BEEN DELETED

36. PROGRESS PAYMENTS AND RETAINAGE

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

The County shall then pay the Contractor per the provisions of Texas Government Code, Chapter 2251, on or before 30 days thereafter, the total amount of the request, less 5% of the amount thereof, which 5% shall be retained until final payments, and further less all previous payments, and further less all further sums that may be retained by the County under the terms of this agreement.

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

37. ESTIMATED QUANTITIES

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

any minimum amount of work under this Contract.

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

38. CHANGES AND ALTERATIONS

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

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

39. EXTRA WORK

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

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

Method (a) - By agreed unit prices; or

Method (b) - By agreed lump sum: or

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

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

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

40. FINAL PAYMENT

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

materialmen, suppliers and subcontractors utilized in the work.

41. HINDRANCES AND DELAYS

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

42. TIME OF FILING CLAIMS

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

43. LIQUIDATED DAMAGES FOR DELAY

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

44. ABANDONMENT BY CONTRACTOR

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

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

45. TERMINATION

County may terminate this Contract:

- i. immediately by giving written notice, if Contractor breaches its obligation

- under the Contract; or
- ii. with or without cause, after giving 30 days written notice of termination to Contractor.

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

46. SALVAGE

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

47. COMPLIANCE WITH CODES

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

48. INDEMNITY

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

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

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

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

Contractor shall, at its own expense, settle or defend any claim, suit or action brought against County and shall protect and save harmless County from all and every

demand for damages, royalties or fees for any patented invention or process used by it in connection with the work done, process used or material furnished under this Contract, and shall pay any final judgement for damages, attorneys fees and costs which may be awarded against County.

51. LAWS AND ORDINANCES

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

52. WARRANTY

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

53. PERMITS AND LICENSES

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

54. NOTICE

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

to County at:

Hon. Mark Henry, County Judge
Galveston County Courthouse, 2nd floor
Galveston, TX 77550
Fax (409) 765-2653

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

55. FORCE MAJEURE

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of God or the common

enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence.

56. APPLICABLE LAWS

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

57. ENTIRETY OF AGREEMENT AND MODIFICATION

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

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

58. SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS

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

59. GOVERNING LAW; VENUE

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

60. LINES AND GRADES

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

61. EMPLOYMENT VERIFICATION

The Immigration Reform and Control Act (IRCA) of 1986 prohibits contractors from knowingly hiring illegal workers. Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/or Subcontractor paying the County the amount of \$60.00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition.

**SECTION V
SPECIFICATIONS**

SECTION 01026**MEASUREMENT AND PAYMENT****PART 1 - GENERAL****1.1 MEASUREMENT AND PAYMENT**

- A. It is intent of the Contract that the aggregate amount of unit prices times units of work actually installed shall cover all work required by the Contract Documents, in place, complete, and ready for use.
- B. Prices in the Contract Documents include all compensation for full completion of all work items in place, and include providing all labor, materials, tools, equipment, services, supplies, incidentals, and all necessary operations.
- C. Work to protect items to remain by installation of temporary construction; including posting of warning signs, placement of protective fencing, barriers, barricades and covers, and restoration of damaged items to remain; will be considered incidental to the various pay items and no separate payment for this work will be made.
- D. Work necessary to haul materials from original positions to points of disposition, including excavation of earth materials and utilization in construction or other disposition, will be considered incidental to the various pay items and no separate payment for this work will be made.
- E. Work necessary to provide proper drainage during construction will be considered incidental to the various pay items and no separate payment for this work will be made.
- F. No costs in connection with work required by the Contract Documents for proper and successful completion of the Contract will be paid outside of or in addition to prices named in the Contract Documents.
- G. Work not specifically set forth in the Contract Documents as pay items shall be considered subsidiary obligations of Contractor and costs shall be included in prices named in the Contract Documents.
- H. Method of measurement and basis of payment for unit price work items shall be as stipulated in following paragraphs.

1.2 CONSTRUCTION FACILITIES

- A. Site Preparation:
 - 1. Site preparation shall be paid per one lump sum for the project. Partial payment shall be made as follows: 70% of lump sum for completion of site preparation activities excluding demobilization, cleaning, and contract closeout. 30% of lump

- sum shall be retained and paid upon completion of demobilization, cleaning of site, and contract closeout activities.
2. Site preparation includes providing labor, materials, tools, equipment and operations necessary to complete work which is not paid for separately and identified below.
 3. Site preparation work includes:
 - a. Protection of existing facilities to include levee, access road, frontage roads, drainage chutes and inlets, drainage, and highway signs and markers.
 - b. Activities required in Division 1 Specifications.
 - c. Cleaning of levee, access road, frontage roads, TxDOT ROW, etc. of debris, soil, etc.
 - d. Bonds.
 4. This shall be full compensation for Site Preparation in accordance with plans and applicable specifications.
- B. Clearing and Grubbing:
1. This item will be measured and payment made by the one square yard for clearing and grubbing activities related to removing the vegetation and topsoil from the crown and slopes of the levee from areas to be filled prior to raising the levee.
 2. Measurement will be made after completion of clearing and grubbing. Clearing and grubbing beyond the limits shown on the drawings will not be measured or paid.
 3. Includes:
 - a. Removal and disposal of existing vegetation, gravel, etc. covering the crown, interior slope, and that portion of the outer slope of the levee which is to receive fill material in accordance with the plans and specifications.
 - b. Removal and stockpiling of existing topsoil to a depth of 4 inches.
 - c. Tools, labor, materials, and equipment necessary to remove the vegetation and topsoil and stockpile the topsoil.
 4. This shall be full compensation for Clearing and Grubbing in accordance with plans and applicable specifications.
- C. Embankment:
1. This item will be measured and payment made by the one cubic yard for raising the levee with select fill in accordance with the plans and specifications. Contractor will use cross-sections before and after embankment is raised and calculate quantities using the average end area method.
 2. Measurement will be made after the levee has been raised to its final grade, complete in place. Material placed above the elevations shown on the drawings will not be measured or paid.
 3. Includes:
 - a. Obtaining select fill as described in the specifications, delivery to the site, placement, scarifying the levee before placing the fill, and compaction to the densities required.
 - b. Obtaining and paying for an independent testing laboratory to test the fill material and submit reports certifying that the material meets the requirements in the specifications.
 - c. Placing the stockpiled topsoil on the completed levee.

- d. Tools, labor, materials, and equipment necessary to deliver select fill material, place the material, compact to specification requirements, and grade the embankment to the plan dimensions and slopes.
 4. This shall be full compensation for Embankment, complete and in place, in accordance with plans and applicable specifications.
- D. Hydromulch Seeding
1. This item will be measured and paid by the one lump sum for the project.
 2. Measurement will be made after hydromulch seeding is complete.
 3. Includes tools, labor, materials, equipment, and incidentals to hydro-mulch seed levees and all disturbed areas.
 4. This shall be full compensation for Hydromulch Seeding complete in place and in accordance with plans and applicable specifications.
- E. Traffic Control:
1. This item will be measured and paid per the one lump sum for the project
 2. Includes submitting "Request for Approval of Traffic Control Plan" and obtaining approval from TxDOT.
 3. Includes providing flagmen and execution of traffic control in accordance with Manual for Uniform Traffic Control Devices and Specification 01555.
 4. Includes installation and maintenance of traffic control devices, including barrel barriers, cones, striping, signage, etc., and providing flagging operations as needed.
 5. This shall be full compensation for Traffic Control in accordance with plans and applicable specifications.
- F. MATERIALS TESTING LAB ALLOWANCE:
1. This item will be measured and paid per test ordered by the County or Engineer, not to exceed the allowance provided in the Bid Schedule.
 2. Measurement will be based on specific tests and reports selected and ordered by the County or Engineer. All testing required by the County will be paid under Bid Item 6.
 3. Includes contracting with a commercial materials testing lab selected by the County to provide materials testing services and reports in accordance with Specification 01400 and Specification 01410.
 4. Contractor will be allowed to invoice the County for each test ordered by the County or Engineer, to include a 10% mark-up.
 5. This shall be full compensation for Materials Testing Lab Allowance in accordance with plans and applicable specifications.
- G. SWPPP
1. This item will be measured and paid by the one lump sum for the project.
 2. Measurement will be made after SWPPP items are in place and complete.
 3. Includes tools, labor, materials, equipment, and incidentals for implementation of the SWPPP.
 4. This shall be full compensation for SWPPP, complete, in place, and in accordance with plans and applicable specifications.

END OF SECTION

SECTION 01040**COORDINATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
 - 1. General project coordination procedures.
 - 2. Conservation.
 - 3. Coordination Drawings.
 - 4. Administrative and supervisory personnel.
 - 5. Cleaning and protection.

1.3 COORDINATION

- A. Contractor shall contact the following as identified below:
 - 1. Galveston County: 409-770-5554 (at least 72 hours prior to construction)
 - 2. Engineer: 281-496-0066 (at least 72 hours prior to construction)
 - 3. TxDOT: 409-978-2500 (at least 72 hours prior to construction)
- B. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
- C. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the County and separate contractors where coordination of their work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
 2. Installation and removal of temporary facilities.
 3. Delivery and processing of submittals.
 4. Progress meetings.
 5. Project closeout activities.
- E. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
1. Show the relationship of components shown on separate Shop Drawings.
 2. Indicate required installation sequences.
 3. Comply with requirements contained in Section 01300 - "Submittals".
- B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site to the County. Identify individuals and their duties and responsibilities. List their addresses, telephone numbers (home and work), pager numbers, and mobile numbers, as applicable.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01300**SUBMITTALS****PART 1 - GENERAL****1.1 SUBMITTAL PROCEDURES**

- A. **Coordination:** Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Complete all submittals within 30 days after the Notice to Proceed date.
 2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 3. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 4. **Processing:** To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow 2 weeks for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals, or if several large submittals are submitted at or close to the same time.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow 2 weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
 - e. The Contractor may indicate on his transmittal any preferred sequence of review or if a later submittal should supersede an earlier submittal.
- B. **Submittal Preparation:** Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. The Engineer will return submittals without review if the Contractor has not previously reviewed the submittal and included his review stamp and comments.
 3. When a submitting entity requests specific information on the submittal concerning site and project conditions, or field measurements, the Contractor shall provide that information prior to submitting to the Engineer. If it pertains to information, such as field dimensions, which are not available at the time of the submittal, the added information must be copied to the Engineer when available.
 4. Include the following information on the label for processing and recording action taken.

- a. Project name.
 - b. Date.
 - c. Name, address and telephone/fax number of the Engineer.
 - d. Name, address and telephone/fax number of the Contractor.
 - e. Name address and telephone/fax number of the subcontractor.
 - f. Name, address and telephone/fax number of the supplier.
 - g. Name of the manufacturer.
 - h. Submittal identification number.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.
1. On the transmittal, record relevant information and requests for data. Identify submittal by I.D. number and specification section number and name. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
 2. Note on the transmittal and specifically flag on drawings or data sheets any proposed substitution to manufacturers or products listed in the contract documents.
 3. Transmittal Form: Use a form which includes the same data and information.

1.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 14 days after the Notice to Proceed date.
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
 2. Within each time bar, indicate estimated completion percentage. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
 5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.
 7. Incorporate into the time base an allowance for normal or average rainfall for each month if the activity would be affected by rainfall.

- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- C. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- D. Distribution: Following response to the submittal, print and distribute copies to the Engineer, County, subcontractors, and other parties required to comply with scheduled dates. Post copies at the worksite.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.3 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Contractor shall submit the schedule to the Engineer within 21 calendar days of the Notice to Proceed date.
 - 1. Coordinate Submittal Schedule with the List of Subcontracts and the Contractor's Construction Schedule.
 - 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Submittal identification number.
 - b. Scheduled date for the first submittal.
 - c. Related Section number.
 - d. Submittal category (Shop Drawings, Product Data, or Samples).
 - e. Name of the subcontractor.
 - f. Description of the part of the Work covered.
 - 3. Allow time for resubmittals and reviews.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, County, subcontractors, and other parties required to comply with submittal dates indicated.
 - 1. When revisions are made, distribute to the same parties. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after substantial impact revisions have been recognized or made. Issue the updated schedule within 3 days following a revision.

1.4 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents or listed acceptable

manufacturers/products. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches .
 7. Submittal: Submit one correctable, translucent, reproducible print and three blue- or black-line prints for the Engineer's review. The Engineer will return the reproducible print.
 8. Do not use Shop Drawings without Engineer's review stamp indicating "No Exceptions Taken" or "Make Corrections Noted".
- C. Distribution: Furnish one set of prints of final submittal to Engineer, installer, subcontractor, supplier, manufacturer, fabricator, and others required for performance of construction activities. Show distribution on transmittal forms. Retain one copy for each Operations and Maintenance Manual where required. Include Engineer Review Stamp and any comment made.
1. Do not proceed with installation until a set of prints is in the Installer's possession.
 2. Do not permit use of unmarked prints of Shop Drawings in connection with construction.

1.5 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color samples, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with contract documents.
 - c. Compliance with trade association standards.
 - d. Compliance with recognized testing agency standards.
 - e. Application of testing agency labels and seals.
 - f. Notation of dimensions verified or to be verified by field measurement.
 - g. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed by Contractor.

3. Failure to mark applicable information as noted above, will be cause for rejection. Only marked items will be considered and reviewed.
- B. Submittals: Contractor shall submit 4 copies of each required submittal. The Engineer will retain three and will return one copy marked with action taken and corrections or modifications required.
1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal, if properly marked.
- C. Distribution: Furnish one photocopy of final submittal to Engineer, installer, subcontractor, supplier, manufacturer, fabricator, and others required for performance of construction activities. Show distribution on transmittal forms. Copy only the applicable pages. Retain one copy for each Operations and Maintenance Manual where required. Include Engineer Review Stamp and any comment made.
1. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 2. Do not permit use of unmarked copies of Product Data in connection with construction.

1.6 ENGINEER'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return it to the Contractor.
1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken, as follows:
1. If returned "Contractor Has Not Approved", Contractor shall review the submittal, mark or make notation as applicable, affix the Contractor's review stamp, sign and date the stamp and then resubmit.
 2. If returned "No Exceptions Taken", Contractor shall distribute copies as required for Final Submittal and proceed with the work.
 3. If returned "Make Corrections Noted", Contractor shall distribute copies as required for Final Submittal and proceed with the work based upon the noted corrections or comments.
 4. If returned "Revise and Resubmit", Contractor shall have the submittal corrected according to the marks and comments and then resubmit in the same manner as the initial submittal, following Contractor's review. Add "(R-1)" to the submittal identification number for the first resubmittal, "(R-2)" for the second resubmittal, etc.
 5. If returned "Rejected", Contractor shall resubmit after making adjustments or changes, responding to the reason for the rejection.
- C. Final Submittal:
1. Final Submittal will be returned "No Exceptions Taken" or "Make Corrections Noted". Contractor may proceed with the work (based on noted corrections or comments, if provided) and distribute prints of the reproducibles submittal as follows:

- a. Distribute one set of prints to each entity that will be affected by the submittal data or must coordinate with that submitting entity.
 - b. Retain one set of prints where required for each Operations and Maintenance Manual.
 - c. Retain one set of prints as a "Record Document".
 - d. Retain construction and record sets as required for Contractor's use.
 - e. Return the reproducible to the entity which prepared the submittal. Engineer will forward one copy to the County.
 - f. Do not use, or allow others to use, submittals marked "Contractor has Not Approved", "Revise and Resubmit", or "Rejected" at the Project Site or elsewhere where Work is in progress.
- D. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01328**CONSTRUCTION SURVEYING****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes requirements for construction surveying, construction staking, and the coordination of the control with the Engineer.

1.2 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is made under this Section. Include cost for work under the Section in the related item listed on the Unit Price Schedule.
- B. Measurement and payment is as noted on the Unit Price Schedule.
- C. Refer to Section 01026 – Measurement and Payment for unit price procedures.

1.3 STANDARDS

- A. Utilize recognized survey practices as published by the Texas Board of Professional Land Surveying.

1.4 CONTROL

- A. Horizontal and vertical control and right-of-way monuments, as shown on the Plans, will be marked in the field at the direction of the Engineer.
- B. Preserve control and right-of-way points. Where control points are in areas of construction, offsets or set supplemental control points will be established by the Contractor at no cost to the County. Notify the Engineer prior to performing work that will disturb project control.
- C. Provide construction surveying and construction staking necessary to establish the line and grade of the proposed work from the control points.

1.5 ACCEPTANCE OF CONTROL

- A. Notify the Engineer of any discrepancies discovered in the locations of survey control points prior to starting work.

1.6 DAMAGED MONUMENTATION

- A. Re-establish property corners and right-of-way monumentation damaged or destroyed by the Contractor at no cost to the County. Perform the survey work to the tolerances of a "Category 1A – Land Title Survey" as set forth in the TSPS Manual of Practice for

Land Surveying in Texas. All survey work shall adhere to the current Act and Rules of the Texas Board of Professional Land Surveying.

- B. Report promptly to the Engineer the loss or destruction of any reference points or boundary monumentation.
- C. Reimburse the County and/or TxDOT for the cost to reestablish permanent reference points disturbed by the Contractor's operations.

1.7 FINAL SURVEYS

- A. Upon completion and acceptance of all work, Contractor shall perform the following surveys and provide the documentation to the County:
 - 1. Centerline profile elevations of the repaired levees.
 - 2. Profile of highest points on the repaired levees.
 - 3. Three (3) cross-sections of each levee from toe to toe.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION

SECTION 01400**QUALITY CONTROL****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality-control services.
- B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Engineer.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-control services required by Engineer, County, or authorities having jurisdiction are not limited by provisions of this Section.
- E. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 01300 - "Submittals" specifies requirements for development of a schedule of required tests and inspections.

1.3 RESPONSIBILITIES

- A. Responsibilities: Contractor shall employ and pay a qualified independent testing agency, selected by the County, to provide inspections, tests, and other quality-control services, to conduct materials testing for the County's benefit and use in determining whether to accept or reject the materials or finished products. Contractor is responsible for assuring all materials and finished products comply with the Drawings and Specifications.

Additional materials testing required or desired by the Contractor shall be considered as subsidiary work pertaining to the respective bid items.

1. All testing required by the County will be paid under Bid Item 6.
- B. Retesting: The Contractor is responsible for the cost of retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.
1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.
- C. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.
- 1.4 SUBMITTALS
- A. The independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Engineer.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION

SECTION 01410**TESTING LABORATORY SERVICES****PART 1 - GENERAL****1.1 REFERENCE STANDARDS**

- A. American Society for Testing and Materials (ASTM):
- ASTM D 1140 – Amount of Material / Soil Finer Than the No. 200 (75µm) Sieve.
 - ASTM D 2487 - Classification of Soils for Engineering Purposes Unified Soil Classification System.
 - ASTM D 4318 - Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
 - ASTM D 4647 – Identification and Classification of Dispersive Clay Soils by the Pinhole Test.
 - ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft³ (600 kN-m/m³))
 - ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

1.2 CONDITIONS

- A. Testing, inspection, and control of materials required by Specifications, unless otherwise specified, or approved or directed by County or Engineer, shall be performed by commercial testing laboratory meeting specified requirements.
- B. Contractor shall employ and pay for services of commercial testing lab, selected by the County, for field control of work as specified in respective specification sections. The County shall determine the scheduling of and types of tests to be conducted. See Section 01026, Measurement and Payment. All testing required by the County will be paid under Bid Item 6.
- C. Contractor shall also pay for testing in specified manner, by same testing laboratory approved by County for:
1. Retesting when initial tests indicate work does not comply with requirements of Contract Documents.
 2. Testing and inspection performed for Contractor's convenience.
- D. Specified testing frequencies are recommended standards, and may be increased or decreased by the County or Engineer as deemed necessary for quality control of materials and the work.
- E. Reports and commentaries by testing laboratory shall in no way relieve Contractor of his obligation to perform work in full compliance with standards and provisions of the Contract Documents.

- F. The Contractor shall not be relieved of his obligation to perform work in full compliance with the standards and provisions of the Contract Documents by reason of the County's approval of or failure to review test results.
- G. County reserves right to take samples and specimens, and conduct tests on material and work provided by Contractor to assure quality control.

1.3 REQUIREMENTS OF LABORATORY

- A. Meet basic requirements of ASTM E 329.
- B. Testing Equipment: Calibrated at maximum twelve month intervals by devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constraints.
- C. Testing laboratory is only required to have testing facilities for work included in this project.
- D. Submit memorandum of remedies of any deficiencies reported by inspection.

1.4 LABORATORY DUTIES AND LIMITATIONS OF AUTHORITY

- A. Cooperate with Engineer, County, and Contractor.
 - 1. Unless directed by County or Engineer, types and frequencies of tests as specified in specifications sections for field quality control shall not be exceeded.
 - 2. County may not accept charges for tests in excess of types and frequencies specified in specifications sections unless authorized by Engineer or County.
 - 3. Charges for tests to be paid for by County shall be submitted promptly to Engineer to allow adequate time for his review before time for payment by County.
 - 4. Unless otherwise directed or stipulated, samples, specimens, and field test locations shall be selected under the control of the Engineer.
- B. Provide qualified personnel promptly on notice.
- C. Perform required inspections, sampling, and testing of materials and methods of construction, including making and curing concrete test specimens.
- D. Ascertain Contractor's compliance with specifically named standards of the Contract Documents.
- E. Comply with specified testing and sampling standards, or recognized authoritative testing and sampling standards when none are specifically named in the Specifications.
- F. Promptly notify Engineer, County, and Contractor of irregularities or deficiencies of work which are observed during performance of services.

- G. Promptly distribute copies of reports of inspections and tests:
 - 1. County: One copy
 - 2. Engineer: One copy
 - 3. Contractor: Two copies.
- H. Perform additional services as required by County.
- I. Laboratory is not authorized to:
 - 1. Revoke, alter, enlarge on, or waive requirements of Contract Documents.
 - 2. Approve or accept any portion of work.
 - 3. Perform any duties of Contractor.
 - 4. Stop the work.

1.5 CONTRACTOR'S RESPONSIBILITIES

- A. Contract with a materials testing laboratory selected by the County.
- B. Cooperate with laboratory personnel, provide access to work, and to construction operations.
- C. Provide samples of materials to be tested in required quantities.
- D. Provide adequate on-site storage area for testing laboratory, as required.
- E. Furnish casual labor to provide access to work to be tested, to obtain and handle samples at site, and to facilitate inspections and tests.
- F. Notify laboratory and Engineer 48 hours minimum in advance of operations requiring control by testing laboratory, to allow for assignment of personnel and scheduling of tests.

1.6 SPECIFIC TESTS, INSPECTIONS AND METHODS REQUIRED

- A. Certification of Products: As required by respective specification sections.
- B. Sampling and Laboratory Tests: As required by respective specification sections.

1.7 MEASUREMENT AND PAYMENT

- A. Measurement and payment is as noted on the Unit Price Schedule.
- B. Refer to Section 01026 – Measurement and Payment for unit price procedures.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01555**TRAFFIC CONTROL AND REGULATION****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes requirements for obtaining TxDOT approval of Traffic Control Plan, signs, signals, control devices, flares, lights and traffic signals, as well as construction parking control, designated haul routes, and qualifications of flagmen.

1.2 MEASUREMENT AND PAYMENT

- A. Measurement and payment is as noted in Section 01026 - Measurement and Payment.

1.3 SUBMITTALS

- A. Refer to Section 01300 – Submittals.
- B. Traffic control plan provided is based on no lane closures. If traffic control will be modified from what is shown, submit traffic control plan in conformance with TMUTCD and sealed by Registered Professional Engineer at no additional cost.
- C. Copy of Traffic Control Plan Approval Letter from TxDOT.

1.4 FLAGMEN

- A. Use flagmen, qualified as described below, to control, regulate and direct the even flow or movement of vehicular or pedestrian traffic when construction operations encroach on public traffic lanes.
- B. Peace Officer
 - 1. A peace officer is a person who has full-time employment as a peace officer and who received compensation for private employment as an individual employee or independent contractor. Private employment may be either in employee-employer relationship or on an individual contractual basis. A flagman may not be in the employ of another peace officer and may not be reserve peace officer.
 - 2. Peace officer is defined as:
 - a. Sheriffs and their deputies;
 - b. Constables and deputy constables;
 - c. Marshals or police officers of an incorporated city, town or village; or

- d. As otherwise provided by Article 2.12, Code of Criminal Procedure, as amended.
- 3. A person who has full-time employment as a peace officer is one who is actively employed in a full-time capacity as a peace officer working, on average, a minimum of 32 paid hours per week, being paid at a rate of pay not less than the prevailing minimum hourly wage rate as set by the federal Wage and Hour Act and entitled to the full benefits of participation in any retirement plan, vacation, holidays, and insurance benefits. A reserve peace officer does not qualify, under this definition, as a peace officer.
- 4. Only uniformed peace officers may be flagmen. A uniformed peace officer is one who wears a distinctive uniform, which is issued by his full-time employer. The uniform shall display in plain sight, a badge, insignias, and shoulder emblems that identify the wearer as a member of a particular law enforcement agency. Such uniform must be worn at all times during performance of flagman duties.

PART 2 - PRODUCTS

2.1 SIGNS, SIGNALS, AND DEVICES

- A. Comply with Texas State Manual on Uniform Traffic Control Devices.
- B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- C. As required by Approved Traffic Control Plan.

PART 3 - EXECUTION

3.1 TRAFFIC CONTROL PLAN APPROVAL

- A. Contractor shall complete TxDOT Form DF-M100, "REQUEST FOR APPROVAL OF TRAFFIC CONTROL PLAN," located at the end of this section, and submit to TxDOT for approval of the Traffic Control Plan prior to beginning work. Submit Request to TxDOT at:

Joyce A. Girouard
Galveston Maintenance Permits
5407 Gulf Freeway
La Marque, Texas 77568
409-978-2552 Office
409-978-2588 Fax

3.2 PUBLIC ROADS

- A. Abide by laws and regulations of governing authorities when using public roads. If the Contractor's work requires that public roads be temporarily impeded or

closed, approvals shall be obtained from governing authorities and permits paid for before starting any work. Coordinate activities with the Engineer.

- B. Contractor shall maintain at all times a 10-foot-wide all-weather lane adjacent to work areas which shall be kept free of construction equipment and debris and shall be for the use emergency vehicles or as otherwise provided in the traffic control plans.
- C. Contractor shall not obstruct the normal flow of traffic on designated major arterials or as directed by the Engineer.
- D. Contractor shall maintain local driveway access to residential and commercial properties adjacent to work areas at all times.
- E. Cleanliness of Surrounding Streets:
 - 1. Keep streets used for entering or leaving the job area free of excavated material, debris, and any foreign material resulting from construction operations.

3.3 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and County's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.4 FLARES AND LIGHTS

- A. Provide flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.5 HAUL ROUTES

- A. Utilize haul routes designated by authorities or shown on the Drawings for construction traffic.
- B. Confine construction traffic to designated haul routes.
- C. Provides traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

3.6 TRAFFIC SIGNS AND SIGNALS

- A. Install traffic control devices as required at approaches to the site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

- B. Install and operate traffic control signals as required to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.

3.7 REMOVAL

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.
- C. Remove post settings to a depth of 2 feet.

END OF SECTION



REQUEST FOR APPROVAL OF TRAFFIC CONTROL PLAN

One Call Confirmation Number: _____

To: Director of Maintenance

County: Galveston Highway: IH-45 Direction: North, South RMC/Permit _____
Limits: IH-45 at the Union Pacific Overpass, between mile markers 7 and 8. Work is to be conducted in the median areas between the main lanes and the northbound and southbound frontage roads. No work will occur on the main lanes or the frontage roads and no lane closures will be required.

1. Start Date: _____ Time: _____ AM PM
End Date: _____ Time: _____ AM PM

2. Nature of Work: Restore the two short sections of the Texas City Hurricane-Flood Protection Levee (TCHFP) located between the main lanes and the frontage roads by raising the levees approximately 1.5 feet to restore them to their original elevation. Work consists of hauling in select fill, compacting, and re-seeding the area.

3. Has work been coordinated with any other work in the area? Yes No None

4. Individual in charge of site:
Company Name: _____
Telephone Number: _____
(Note: Number must be answered by a person at all times.)
Fax Number and E-mail Address: _____

5. Number of Lanes of Facility (in direction of TCP closure) 1 2 3 4 5 6 Other (check one)

6. Which lane(s) Closed 1 2 3 4 5 6 All Other

7. Will any ramps require closure? Yes NO If so, identify.
Entrances: _____ Exits: _____

8. Describe traffic Management Procedure to be used or attach proposed Traffic Control Plan:
See attached TCP () or TA () for proper traffic control.
FLASHING ARROW BOARD REQUIRED WHEN CLOSING A LANE.
IN ACCORDANCE WITH MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES - USE FLAG PERSON WHEN NEEDED.

9. Portable message signs recommended? Yes No
If yes, how many days in advance of this TCP should sign be placed? _____

10. Is police assistance requested by: Contractor Your Construction Office Other? None.
If so, how many? 0
Where and how will police be used? Not required.

11. Submitted by: _____ Date: _____
Name and Company

TRAFFIC CONTROL PLAN APPROVED

Area Engineer Date

Copy to:
 Public Affairs Officer _____
Date
 Traffic Management for Police Assistance

SECTION 01573

FILTER FABRIC FENCE

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes installation of erosion and sediment control filter fabric fences used during construction and until final development of the site. The purpose of filter fabric fences is to contain pollutants from overland flow. Filter fabric fences are not for use in channelized flow areas.

1.2 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is made under this Section. Include cost for work under the Section in the related item listed on the Unit Price Schedule.
- B. Measurement and payment is as noted on the Unit Price Schedule.
- C. Refer to Section 01026 – Measurement and Payment for unit price procedures.

SUBMITTALS

- A. Manufacturer’s catalog sheets and other product data on geotextile fabric.

1.3 REFERENCES

- A. AASHTO M 288 – Geotextile Specification for Highway Applications.
- B. ASTM D 3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics
- C. ASTM D 4355 – Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon-Arc Type Apparatus.
- D. ASTM D 4491 – Water Permeability of Geotextiles by Permittivity.
- E. ASTM D 4632 – Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
- F. ASTM D 4751 – Determining Apparent Opening Size of a Geotextile.

1.4 SUBMITTALS

- A. Manufacturer’s catalog sheets and other product data on geotextile fabric.

PART 2 PRODUCTS

2.1 GEOTEXTILE FABRIC

- A. Geotextile fabric shall consist of long-chain synthetic polymers composed of at least 95 percent by weight of polyolefins in a woven fabric.

- B. Geotextile fabric shall contain stabilizers and/or inhibitors to make the fibers resistant to deterioration resulting from exposure to sunlight or heat. The geotextile fabric shall be resistant to commonly encountered soil chemicals, mildew, rot, and insects.
- C. Geotextile fabric shall be free of defects or flaws that affect its physical properties.
- D. Provide a geotextile fabric with a minimum grab strength of 100 psi in any principal direction (ASTM D-4632).
- E. Provide silt fence with properties in accordance with AASHTO M 288, *Geotextile Specification for Highway Applications*, Table 6.
- F. Representative Manufacturers: Mirafi, Inc., or equal.

PART 3 EXECUTION

3.1 PREPARATION AND INSTALLATION

- A. Provide erosion and sediment control systems at the locations shown on Drawings. Such systems shall be of the type indicated and shall be constructed in accordance with the requirements shown on the Drawings and specified in this Section.
- B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place.
- C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project.
- D. Regularly inspect and repair or replace damaged components of filter fabric fences as specified in this Section. Unless otherwise directed, maintain the erosion and sediment control systems until the project area stabilization is accepted. Discard removed materials off site.
- E. Remove sediment deposits and dispose of them at the designated spoil site for the project. If a project spoil site is not designated on the Drawings, dispose of sediment off site at a location not in or adjacent to a stream or floodplain. Off-site disposal is the responsibility of the Contractor. Sediment to be placed at the project site should be spread evenly throughout the site, compacted and stabilized. Sediment shall not be allowed to flush into a stream or drainage way. If sediment has been contaminated, it shall be disposed of in accordance with existing federal, state, and local rules and regulations.
- F. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

3.2 CONSTRUCTION METHODS

- A. Provide filter fabric fence systems in accordance with the Drawing detail for Filter Fabric Fences. Filter fabric fences shall be installed in such a manner that surface runoff will

percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.

- B. Attach the filter fabric to 1-inch by 2-inch wooden stakes spaced a maximum of 3 feet apart and embedded a minimum of 8 inches. If filter fabric is factory preassembled with support netting, then maximum spacing allowable is 8 feet. Install wooden stakes at a slight angle toward the source of anticipated runoff.
- C. Trench in the toe of the filter fabric fence with a spade or mechanical trencher so that the downward face of the trench is flat and perpendicular to the direction of flow. The v-trench configuration as shown on the Drawings may also be used. Lay filter fabric along the edges of the trench. Backfill and compact trench.
- D. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.
- E. Provide the filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum 6-inch overlap and seal securely.
- F. Inspect sediment filter barrier systems after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately. Remove sediment deposits when silt reaches a depth one-third the height of the fence or 6 inches, whichever is less.

END OF SECTION

SECTION 02100

SITE PREPARATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Site preparation, mobilization, demobilization, protection of existing facilities, initial site inspection and acceptance, construction surveying, and site clean-up.

1.2 MEASUREMENT AND PAYMENT

- A. Measurement and payment is as noted on the Unit Price Schedule.
- B. Refer to Section 01026 - Measurement and Payment for unit price procedures.

1.3 REFERENCE STANDARDS

- A. Texas Air Control Board.

1.4 PROTECTION

- A. Protect from damage turf on Texas City Hurricane Flood Protection Levee (Levee).
- B. Provide temporary fencing, barricades, barriers, and guards to protect utilities, structures, and facilities designated to remain.
- C. Establish paths for traffic and conduct construction operations of moving mechanical equipment to maintain adequate clearance to prevent damage to the Levee, roadways, and designated items to remain. Establish material storage areas at location approved by the County and TxDOT.
- D. Maintain public roadways used during site preparation operations as haul roads. Sweep roadways free of spillage, and restore to previous condition.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION

SECTION 02120

MATERIAL DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for removal and proper disposal of unusable, objectionable or excess material.

1.2 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is made under this Section. Include cost for work under the Section in the related item listed on the Unit Price Schedule.
- B. Measurement and payment is as noted on the Unit Price Schedule.
- C. Refer to Section 01026 – Measurement and Payment for unit price procedures.

1.3 SUBMITTALS

- A. Refer to Section 01300 – Submittal Procedures.
- B. Obtain and submit disposal permits for proposed disposal sites for waste material.
- C. Submit a copy of written permission from property owner , along with description of property, prior to disposal of waste material. Submit a written and signed release from property owner upon completion of disposal work

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION

3.1 SALVAGEABLE MATERIAL

- A. Excess Excavated Material: Stockpile excess excavated material in the work area as approved by the Engineer. Do not block drainage.

3.2 WASTE MATERIAL

- A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, and other materials not designated for salvage shall be legally disposed of as described in Paragraph 1.3 above.
- B. Waste material shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

- C. No waste material shall be placed in wetlands or other environmentally sensitive areas.
- D. No waste material shall be placed in the 100-year flood plain.
- E. Material improperly disposed of shall be removed and properly disposed of at no cost to the County. Restore the site at no cost to the County.
- F. Chipping or burning of the cleared and grubbed material on site is prohibited.

END OF SECTION

SECTION 02233

CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for clearing and grubbing of trees, brush, stumps, roots and buried logs, removal and stockpiling of topsoil.

1.2 MEASUREMENT AND PAYMENT

- A. This item will be measured and payment made by the one square yard for work in this Section.
- B. Measurement will be made after clearing and grubbing operations are complete.
- C. Areas cleared outside the limits of clearing and grubbing shown on the drawings will not be measured for payment.
- D. Refer to Section 01026 – Measurement and Payment for unit price procedures.

PART 2 – PRODUCTS – Not used

PART 3 - EXECUTION

3.1 CLEARING AND GRUBBING

- A. Remove trees, brush, and stumps within the construction work limits from the work site.
- B. Remove and stockpile existing topsoil to a depth of 4 inches for later use on raised Levee.
- C. Clearing and grubbing beyond construction limits for the Contractor's convenience shall be at no cost to the County. Transmit written evidence to the Engineer that permission has been obtained from the property owner prior to beginning work.
- D. Remove stumps, roots and buried logs in areas of excavation or fill to a depth of 1 foot below design or existing ground surface.

3.2 DISPOSAL

- A. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 02314**FILL MATERIAL****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes requirements for the acceptance and use of fill for embankment.

1.2 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is made under this Section. Include cost for work under the Section in the related item listed on the Unit Price Schedule.
- B. Measurement and payment is as noted on the Unit Price Schedule.
- C. Refer to Section 01026 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

- A. ASTM D 1140 – Amount of Material I Soil Finer Than the No. 200 (75 μ m) Sieve.
- B. ASTM D 2487 - Classification of Soils for Engineering Purposes Unified Soil Classification System.
- C. ASTM D 4318 - Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- D. ASTM D 4647 – Identification and Classification of Dispersive Clay Soils by the Pinhole Test.

1.4 SUBMITTALS

- A. Refer to Section 01300 – Submittal Procedures.
1. Submit sample source identifying information including sample identification, one copy of map (including map's scale) identifying the location and boundaries of the designated site, source sketch, supplier and grab sample. Show the borrow site or pit and the proposed excavation location, sample location and approximate material depth(s) on the source sketch.
- B. Submit test report based on:
1. Laboratory determination of amount of material finer than the No. 200 (0.075 mm) sieve (ASTM D 1140).
 2. Liquid limit, plastic limit and plasticity index (ASTM D 4318).
 3. Pinhole test (ASTM D 4647, Method A).
 4. Classification shall be reported in accordance with ASTM D 2487 and include (as a minimum):
 - a. Group name.
 - b. Group symbol.
 - c. Soil color(s).
 - d. Results of the laboratory tests.

1.5 CONSTRUCTION TESTS AND INSPECTION

- A. Refer to Section 01400 – Quality Control and Section 01410 – Testing Laboratory Services.

PART 2 - PRODUCTS

2.1 IMPORTED SELECT FILL MATERIAL

- A. Use an approved material, free from roots, trash, organic matter and other objectionable material where imported select fill material is shown on the Plans or specified.
- B. Where the imported select fill material is not specified elsewhere, the material shall be a fine-grained lean clay with sand (CL) or Sandy lean clay (CL) soil material when classified in accordance with ASTM D 2487 and conforming to the following criteria:

<u>TEST DESCRIPTION</u>	<u>ASTM TEST</u>	<u>UNIT</u>	<u>VALUE</u>
Maximum Liquid Limit	D 4318	%	49
Plasticity Index Range	D 4318	%	15 – 30
Passing No. 200 Sieve	D 1140	%	60 – 85
Pinhole Test – Method A	D 4647	-	ND1 - ND1

2.2 FILL MATERIAL EXCAVATION FROM ON-SITE

- A. Where no other fill material is specified or shown, use inorganic soils from the on-site excavation that are free from roots, trash, organic matter and other objectionable material and classified by their group name and symbol in accordance with ASTM D 2487 as follows:

<u>GROUP NAME</u>	<u>GROUP SYMBOL</u>
Lean Clay	CL
Lean Clay with Sand	CL
Sandy Lean Clay	CL

- B. Do not use peat or other organic matter, muck, debris or similar materials. The inorganic soils listed below may be used only with the approval of the Engineer:

<u>GROUP NAME</u>	<u>GROUP SYMBOL</u>
Fat Clay	CH
Sand	SW, SP, SC, or SM

PART 3 - EXECUTION

- A. Refer to Section 02315 – Excavation and Backfilling.

END OF SECTION

SECTION 02315**EXCAVATING AND BACKFILLING****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes requirements for removing, stockpiling and replacing on-site vegetation and topsoil, excavating, repairing slopes, backfilling, grading berms, backslope swales and related work. This Section does not include excavating and backfilling for structures.

1.2 MEASUREMENT AND PAYMENT

- A. This item will be measured and payment made by the one cubic yard for activities related to embankment with select fill in accordance with the plans and specifications.
- B. Measurement will be made after the levee has been raised to its final grade, complete in place.
- C. Refer to Section 01026 – Measurement and Payment for unit price procedures.
- D. Measurement shall be based upon cross-sections, as required. See Paragraph 1.4 - Definitions in this Section.
 - 1. Cross-sections obtained by Contractor shall be tied to the base line and, as a minimum, at the same locations and limits as the design cross-sections.
 - 2. Cross-sections obtained by the Contractor shall be plotted at the same scale as design cross-sections where available or to the same horizontal and vertical scale where design cross-sections are not available.
 - 3. Plots of cross-section shall include pre-construction, intermediate, final, and design cross-sections.
- E. For small areas or other areas where limits can readily be determined visually, measurement may be by conventional taping and/or measuring techniques, as approved by the Engineer. Measurement shall be witnessed by the Engineer.
- F. Contractor shall perform all quantity calculations for approval by Engineer.
- G. No payment will be made for over-excavation or over-filling beyond the design cross-sections, except as directed by the Engineer.
- H. Support partial pay request quantities with pre-construction and intermediate cross-sections, Plan quantity calculations to-date, or quantity calculations determined from field measurement techniques previously approved by the Engineer.
- I. Support final pay request quantities by using pre-construction, intermediate, and final cross-sections or final field measured quantity calculations, as approved by the Engineer.

1.3 REFERENCES

- A. ASTM D 698 – Laboratory Compaction Characteristics of Soils Using Standard Effort (12,400 ft-lbf/ft³ (600kN-m/m³)).

1.4 DEFINITIONS

- A. Existing Cross-Sections: Obtained by design engineer to prepare Plans and bid documents.
- B. Pre-Construction Cross-Sections: Obtained by Contractor prior to construction to establish pre-construction conditions. Contractor may accept existing cross-sections as pre-construction cross-sections.
- C. Intermediate Cross-Sections: Obtained by Contractor to establish extent of work, such as to remove disturbed soil and to raise or repair levee.
- D. Final Cross-Sections: Obtained by Contractor at completion of excavation and/or fill.
- E. Design Cross-Sections: Proposed levee section shown on Plans showing final grades.

1.5 SUBMITTALS

- A. Refer to Section 01300 – Submittal Procedures.
- B. Submit plotted cross-sections and earthwork quantity calculations in tabular form.

1.5 CONSTRUCTION TESTS AND INSPECTION

- A. Refer to Section 01400 – Quality Control and Section 01410 – Testing Laboratory Services.

1.6 CONSTRUCTION TESTS AND INSPECTION

PART 2 - PRODUCTS

2.1 FILL MATERIAL

- A. Refer to Section 02314 – Fill Material.

PART 3 - EXECUTION

3.1 SITE PREPARATION

- A. Prepare the site for construction in accordance with Section 02100 – Site Preparation and Restoration and Section 02233 – Clearing and Grubbing.

- B. Remove grass and other vegetative cover from areas to be excavated or filled.
- C. Remove materials that may interfere with the proposed work, including unusable materials, disturbed soil and/or objectionable material as directed by the Engineer.
- D. Scarify areas to receive fill material before placing fill.
- E. Engineer will inspect and approve foundation soil prior to placement of fill.

3.2 TOPSOIL

- A. Refer to Section 02911 – Topsoil.

3.3 CONSTRUCTION

- A. Construct to lines, grades and dimensions shown on the Plans.
- B. Return over-excavation beyond the specified limits to grade at no cost to the County in accordance with Paragraph 3.4 of this Section.
- C. Do not cut temporary shelves into side slopes without approval of Engineer.

3.4 FILL

- A. Level soil surface prior to placing first layer of fill.
- B. Compaction of foundation soil surface shall be considered satisfactory when the Contractor is capable of achieving specified compaction for the first layer of fill.
- C. Protect foundation soils and/or fill soils from detrimental drying.
- D. Scarify surfaces to receive fill to ensure proper bonding. When the surface can be penetrated by tamping roller feet, additional scarification is usually not necessary.
- E. Cut into existing (undisturbed) material in a “benching” or “stair step” fashion. Each bench shall form a horizontal surface and corresponding nearly vertical surface. The height difference between adjacent horizontal surfaces shall be a minimum of 3 feet.
- F. Mechanically compact backfill provided under Section 02314 – Fill Material in 8-inch maximum layers, loose measure, to not less than 95 percent of maximum standard dry density (ASTM D 698) within plus or minus 3 percent of optimum moisture content. Where approved for use by the Engineer, fat clay (CH) soil shall be mechanically compacted to not less than 95 percent or more than 98 percent of maximum standard dry density (ASTM D 698) at or within plus 3 percent of optimum moisture content.

3.5 MAINTENANCE OF DRAINAGE

- A. Maintain drainage in the concrete drainage swales shown on the plans.

3.6 EROSION AND SEDIMENT CONTROL

- A. Use means, methods, sequences and scheduling to minimize erosion and sedimentation and other damage to the project site and facilities, including the following:
1. Construct silt fences as soon as practical. Refer to Section 01573 – Filter Fabric Fences.
 2. Failure to construct erosion control facilities in a timely manner may result in a directive to do so. Engineer may stop construction of the project if, in the opinion of the Engineer, conditions warrant such action.
 3. Remove sediment and debris prior to final acceptance of the Work by the Engineer at no additional cost to the County. The removal of sediment includes the drainage swales leading to the four (4) inlets shown on the Plans.
 4. Comply with terms and conditions of the Texas Pollutant Discharge Elimination System (TPDES) permit, the Stormwater Pollution Prevention Plan (SWPPP) and Best Management Practices (BMPs) for this project, if applicable.

3.7 MATERIAL DISPOSAL

- A. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 02911**TOPSOIL****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes requirements for topsoil in support of turf establishment.

1.2 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is made under this Section. Include cost for work under the Section in the related item listed on the Unit Price Schedule.
- B. Measurement and payment is as noted on the Unit Price Schedule.
- C. Refer to Section 01026 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

- A. AASHTO T 194 – Determination of Organic Matter in Soils by Wet Combustion.
- B. ASTM D 422 – Particle Size Analysis of Soils.
- C. ASTM D 4972 – pH of Soils.

1.4 SUBMITTALS

- A. Refer to Section 01300 – Submittal Procedures.
- B. For imported topsoil, submit a topsoil analysis and fertilizer and/or amendment recommendations from a Texas certified agronomist for approval. Analysis shall include:
 - 1. Routine Analysis (Macronutrients) – NO₃, P, K, Ca, Mg, Na, pH and conductivity
 - 2. Micronutrients – An, Fe, Cu and Mn.
 - 3. Organic Matter
 - 4. Textural analysis
 - 5. Particle size analysis including hydrometer test.
 - 6. Indicate to the laboratory the type vegetation to be grown, e.g. Bermudagrass, whether to be irrigated and whether site was previously fertilized. Indicate to the laboratory that fertilizer recommendations are to be based on new establishment of forage using the minimum fertilizer requirement for establishment unless otherwise directed by the Engineer.
- C. Imported topsoil samples.
 - 1. When requested by the Engineer, submit sufficient samples of topsoil for additional testing by the County.

- 2. When additional samples are required, submit samples at least 60 days prior to delivery or placement of topsoil.
- 3. Supply samples from the same source and stockpile as the topsoil for the project.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Import topsoil or provide from on-site material. Topsoil shall be easily cultivated, free from objectionable material including gravel, large roots, stumps, wood, brush, debris, hard clods, clay balls, hardpan, refuse, or other deleterious materials and be of reasonably uniform quality.
- B. In the case of on-site or nearby source, topsoil is the surface layer of material containing decaying vegetable matter and fine hair-like roots.
- C. Imported topsoil shall satisfy the following property values or as directed by the Engineer:

<u>TEST DESCRIPTION</u>	<u>UNIT</u>	<u>VALUE</u>
1. Soil Reaction	pH	6-8 (a)
2. Passing No. 4 Sieve	%	95-100
3. Sand Size, 2.0-0.05 mm	%	10-70
4. Silt Size, 0.05-0.005mm	%	0-40
5. Clay Size, <0.005 mm	%	20-50
6. Easily Oxidizable Organic Matter	%	2.5 – 10 (b)

Notes:

- (a) Determine pH by Method A, pH meter. If the imported topsoil does not satisfy the specified pH range, achieve the desired pH by applying soil amendments as recommended by the certified agronomist's report of soil sample analysis.
- (b) Soil Testing company shall identify test method used if different than listed under paragraph 1.3 References. Engineer must approve alternate test methods.

PART 3 - EXECUTION

3.1 TOPSOIL DELIVERY, STORAGE AND HANDLING

- A. Deliver, stockpile and handle topsoil in such a way as to not contaminate the material with other soils or objectionable materials.

3.2 TOPSOIL EXCAVATION (ON-SITE)

- A. Strip topsoil including fine roots and herbaceous vegetation as specified on the Plans or as directed by the Engineer from areas to be excavated or filled and stockpile it for use on the side slopes and crown.

3.3 TOPSOIL PLACEMENT

- A. Prior to placing topsoil, disk or harrow the subgrade to a minimum depth of 4 inches until it is loose and uncompacted.
- B. Place top elevation of topsoil at the design finish grade elevation shown on the plans.
- C. Do not spread topsoil when it is excessively wet or dry.

3.4 DISPOSAL

- A. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 02921

HYDROMULCH SEEDING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Seeding, fertilizing, mulching, and maintenance of areas indicated on Drawings.

1.2 MEASUREMENT AND PAYMENT

- A. Measurement and payment is as noted in Section 01026 - Measurement and Payment.

1.3 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01300 - Submittals.
- B. Submit certification from supplier that each type of seed conforms to these specifications and the requirements of the Texas Seed Law. Certification shall accompany seed delivery.
- C. Submit a certificate stating that fertilizer complies with these specifications and the requirements of the Texas Fertilizer Law.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Topsoil: Conform to material requirements of Section 02911 - Topsoil.
- B. Seed: Conform to U.S. Department of Agriculture rules and regulations of the Federal Seed Act and the Texas Seed Law. Seed shall be certified 90 percent pure and furnish 80 percent germination and meet the following requirements:
 - 1. Rye: Fresh, clean, Italian rye grass seed (*lolium multi-florum*), mixed in labeled proportions. As tested, minimum percentages of impurities and germination must be labeled. Deliver in original unopened containers.
 - 2. Bermuda: Extra-fancy, treated, lawn type common bermuda (*Cynodon dactylon*). Deliver in original, unopened container showing weight, analysis, name of vendor, and germination test results.
 - 3. Wet, moldy, or otherwise damaged seed will not be accepted.
 - 4. Seed requirements, application rates, and planting dates are:

TYPE	APPLICATION RATE POUNDS/A	PLANTING DATE
Hulled Common Bermuda Grass 98/88 Unhulled Common Bermuda Grass 98/88	40 40	Jan 1 to Mar 31
Hulled Common Bermuda Grass 98/88	40	Apr 1 to Sep 30
Hulled Common Bermuda Grass 98/88 Unhulled Common Bermuda Grass 98/88 Annual Rye Grass (Gulf)	40 40 30	Oct 1 to Dec 31

- C. Fertilizer: Dry and free flowing, inorganic, water soluble commercial fertilizer, which is uniform in composition. Deliver in unopened containers which bear the manufacturers guaranteed analysis. Caked, damaged, or otherwise unsuitable fertilizer will not be accepted. Fertilizer shall contain minimum percentages of the following elements:
 - 1. Nitrogen: 10 Percent
 - 2. Phosphoric Acid: 20 Percent
 - 3. Potash: 10 Percent

- D. Mulch:
 - 1. Virgin wood cellulose fibers from whole wood chips having a minimum of 20 percent fibers 0.42 inches in length and 0.01 inches in diameter.
 - 2. Cellulose fibers manufactured from recycled newspaper and meeting the same fiber content and size as for cellulose fibers from wood chips.
 - 3. Mulch shall be dyed green for coverage verification purposes.

- E. Soil Stabilizer: "Terra Tack 1" or approved equal.

- F. Weed control agent: Pre-emergent herbicide for grass areas, such as "Benefin," or approved equal.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Place and compact topsoil in accordance with requirements of Section 02911 - Topsoil.

- B. Dispose of Objectionable and Waste Materials in accordance with Section 02120 - Material Disposal.

3.2 APPLICATION

- A. Seed: Apply uniformly at rates given in Paragraph 2.01 B for type of seed and planting date.
- B. Fertilizer: Apply uniformly at a rate of 500 pounds per acre.
- C. Mulch: Apply uniformly at a rate of 50 pounds per 1000 square feet.
- D. Soil Stabilizer: Apply uniformly at a rate of 40 pounds per acre.
- E. Weed Control Agent: Apply at manufacturer's recommended rate prior to hydromulching.
- F. Suspend operations under conditions of drought, excessive moisture, high winds, or extreme or prolonged cold. Obtain County Engineer approval before resuming operations.

3.3 MAINTENANCE

- A. Maintain grassed areas a minimum of 90 days, or as required to establish an acceptable lawn. To be accepted by the County, an acceptable lawn shall consist of a minimum of 75% coverage of growing grass. For areas seeded in the fall, continue maintenance the following spring until an acceptable lawn is established.
- B. Maintain grassed areas by watering, fertilizing, weeding, and trimming.
- C. Repair areas damaged by erosion by regrading, rolling and replanting.

END OF SECTION 02921

**SECTION VI
PLANS**