



## THE COUNTY OF GALVESTON

**RUFUS G. CROWDER, CPPO, CPPB**  
PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550

March 9, 2022

**PROJECT NAME:** Lauderdale Ramp & Dock Improvements Project

**SOLICITATION NO:** ITB #B221008

**RE:** ADDENDUM #1

To All Prospective Bidders,

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

### **ATTACHMENTS:**

1. **Revised Bid Proposal** – Bid proposal modified to include line item #79 material testing allowance.
2. **Pre-bid meeting attendance list** – per response to question #4.

### **QUESTIONS:**

**Question #1:** *What are the expected Calendar days of the project completion?*

Response: The Contractor shall complete the work in 270 calendar days from Notice To Proceed (NTP) issued by county engineering department after the contract is executed.

**Question #2:** *What is the estimated Contract amount?*

Response: The engineer's estimated construction cost is \$3,500,000.

**Question #3:** *What is the anticipated start date?*

Response: Anticipated start date is May 2022.

**Question #4:** *Will the pre-bid meeting attendees list be made available?*

Response: Yes. See attached.

**Question#5:** *The work has a large amount of sheet pile installation, refer to Sheet 26. In the price table it is however unclear which item relates to sheet pile installation.*

Response: Per TXDOT Specification Item 407 Steel Piling, installation is included in the bid price for Item 407 6035, "Steel Piling (NZ-19)."

**Question #6:** *Are there any drawings of the existing dock and ramp that can be provided as a reference in the demolition?*

Response: Drawings for the existing dock and ramp are not available.

**Question #7:** *Will the County consider accepting bids electronically thru email or Civcast with physical documents and copies delivered within 3 business days?*

Response: No. The bid documents reference two options only, drop off in person or mailed and received at the County Purchasing Department by the submission deadline.

**Question #8:** *Please confirm that Bid Item 48 - Foundation Load Test (D4945), will be required and perform on this project. ASTM D4945 titled "Standard test method for High-Stain Dynamic testing of Deep Foundations" is an expensive test generally reserved high load bearing structures. It can be time consuming and schedule disruptive. Also as TXDOT specifications for this item states "Perform the foundation load test as stated on the plans and in accordance with ASTM D4945", please provide test parameters to be followed, and designate which piles are to be tested.*

Response Bid Item 0405 6001, "Foundation Load Test (D4945)", shall be removed from the schedule of items. The minimum installed pile tip elevation shown on the Plans shall remain.

**Question #9:** *The Contract Documents do not expressly exclude damages other than direct damages or liquidated damages. These other damages would be in the nature of indirect damages. Please confirm that each Party expressly waives any claim for indirect or consequential damages that could be demanded by either Party against the other, or explain what is intended.*

Response: This question does not accurately describe the contract documents. Each bidder should discuss recoverable damages under the contract documents pursuant to Texas law with their own attorneys.

**Question #10:** *Please confirm that Liquidated Damages ("LDs") are the Owner's sole and exclusive remedy with respect to any late substantial completion ("SC") caused solely by Contractor, and that each Party accepts that LDs are considered to be direct damages and not to be considered indirect damages, or explain what is intended.*

Response: This question does not accurately describe the contract documents. Each bidder should discuss recoverable damages and remedies under the contract documents pursuant to Texas law with their own attorneys.

**Question #11:** *The Contract Documents lack clarity on the handling of excess adverse weather. Please confirm that the Parties will use a standard calendar of anticipated adverse weather of expected days by month of expected adverse weather and that Contractor shall track, document and present adverse weather in excess of anticipated on a weekly basis for an adjustment of the Contract Time, with such adjustment presented on a monthly basis, or explain what is intended.*

Response: The contractor will be allowed to submit days for excess adverse weather delays and the county will review and extend the contract time accordingly with no additional cost.

**Question #12:** *Article 7.1 on page 68 of the 2014 TX DOT Standard Specifications indicates that the Department may take control or possession of Contractor's materials on site. Please confirm that the materials the County may seize does not include Contractor's equipment, vehicles or tools.*

Response: The procedures outlined in Article 7. Default of Contract will be followed.

**Question #13:** *The Contract Documents appear unclear on payment for stored materials/material on hand. Please confirm that so long as Contractor stores, segregates and safeguards project materials procured for the Project in a mutually-agreed manner, and makes such material available for Owner/Client inspection, Contractor may invoice and shall be paid 80% of the cost of such stored material with overhead and profit for such stored materials or explain what is intended.*

Response: We anticipate that materials will be incorporated into the project in a timely manner and there will not be compensation for stored materials/materials on hand.

**Question #14:** *The Contract Documents do not appear to indicate any specific Utility Conflicts of conflicts with underground infrastructure. Please confirm that the Plans properly reflect all known, existing subsurface utilities and infrastructure (whether in the ground or adjacent waters, if any), or specifically identify what inaccuracies exist, where, and with respect to what specific utilities services (like water, sewer, gas, low voltage); and, provide the expected date of relocation or removal, indicating the responsible entity and point of contact for each separate utility.*

Response: We are not aware of any utility conflicts (water, gas, sewer, low voltage) other than the one Entergy pole that is requested to be relocated. Contractor should contact 811 prior to digging. <https://www.texas811.org/>

**Question #15:** *The Contract Documents are unclear on Substantial Completion. Please confirm that the Contractor shall provide Owner/Client written notice of Substantial Completion, and that the Owner/Client shall, within ten (10) work days of receipt of such written notice, organize its team and conduct a single, joint, pre-final inspection in which the Parties shall annotate any observed punchlist items to complete prior to Final Completion; that Owner/Client shall promptly provide Contractor such written punchlist; and, that once Contractor completes the punchlist work and notifies Owner in writing, Owner/Client shall conduct a follow-up inspection of the Work to confirm punchlist completion. Upon verification that punchlist work is properly complete, the Owner/Client shall issue Contractor a letter of written of Substantial Completion w within three (3) business days. If any other procedure is intended, please explain.*

Response: Correct.

**Question #16:** *The Contract Documents are unclear on Schedule updates. Please confirm that monthly updates with written narratives are required to be provided to the Client/Owner or explain what is desired.*

Response: There will be monthly progress meetings allowing the contractor to give a progress update on progress and provide an updated schedule.

**Question #17:** *The Contract Documents are unclear on acceleration. Please confirm that while Contractor shall be responsible for recovery of any Project critical path delay caused solely by Contractor, any other directed acceleration or constructive acceleration of the work to achieve the Substantial Completion date shall be compensable to the extent that it requires Contractor to add resources, stack trades or incur additional costs to achieve such required completion, or explain how such acceleration by Contractor is not compensable.*

Response: Only County-caused acceleration is compensable. Acceleration caused by anything or anyone other than the County is the Contractor's responsibility to accommodate within the quoted time and schedule. If the County does not reduce the number of days allowed to the Contractor to complete the work shown in the executed Contract Award, acceleration damages are not available to the Contractor.

**Question #18:** *Please indicate whether the Owner will consider a retention/retainage bond at Contractor's sole cost in lieu of percentage retainage in order to enhance Contractor cash flow without significant added risk to the owner, or explain why this is not available.*

Response: Bidders are required to be financially capable of performing, including managing their own cash flow in light of the retainage requirement in the Contract Documents.

**Question #19:** *Please clarify the type of DNS-6200 fabric required under Special Section 5106. Please clarify whether the fabric is to be Type 1 Standard Weight or Type 2 High Strength.*

Response: Type 2 High Strength

If you have any further questions regarding this bid, please address them to the representative listed below, via e-mail at [purchasing.bids@co.galveston.tx.us](mailto:purchasing.bids@co.galveston.tx.us), or contact the Purchasing Department at (409) 770-5371

Rufus G. Crowder, CPPO CPPB  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
E-mail: [purchasing.bids@co.galveston.tx.us](mailto:purchasing.bids@co.galveston.tx.us)

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

Sincerely,



Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

**BID PROPOSAL**

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

**Lauderdale Ramp and Dock Improvements Project**

Enclosed is a 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 this bid package.

BIDDER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE \_\_\_\_\_

ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX NO \_\_\_\_\_

DATE \_\_\_\_\_

TAX I.D. No. \_\_\_\_\_

Item No.	Specification Item No.	Item Description <sup>(1)</sup>	Unit	Unit Quantity	Unit Price <sup>(2)</sup>	Total
<b>CIVIL COMPONENTS</b>						
1	104 6017	REMOVING CONC (DRIVEWAYS)	SY	265	\$ _____	\$ _____
2	105 6043	REMOVING STAB BASE & ASPH PAV (0-6")	SY	4184	\$ _____	\$ _____
3	110 6001	EXCAVATION (ROADWAY)	CY	1386	\$ _____	\$ _____
4	132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	432	\$ _____	\$ _____
5	160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	1616	\$ _____	\$ _____
6	164 6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	1616	\$ _____	\$ _____
7	168 6001	VEGETATIVE WATERING	MG	64	\$ _____	\$ _____
8	247 6201	FL BS (CMP IN PLC)(TY A GR 4) (8")	SY	8559	\$ _____	\$ _____
9	471 0000	GRATE AND FRAME	EA	1	\$ _____	\$ _____
10	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1287	\$ _____	\$ _____
11	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1287	\$ _____	\$ _____
12	529 6007	CONC CURB & GUTTER (TY I)	LF	810	\$ _____	\$ _____
13	529 6008	CONC CURB & GUTTER (TY II)	LF	269	\$ _____	\$ _____
14	531 6004	CURB RAMPS (TY 1)	EA	1	\$ _____	\$ _____
15	531 6005	CURB RAMPS (TY 2)	EA	2	\$ _____	\$ _____

Item No.	Specification Item No.	Item Description <sup>(1)</sup>	Unit	Unit Quantity	Unit Price <sup>(2)</sup>	Total
16	636 6001	ALUMINUM SIGNS (TY A)	EA	5	\$ _____	\$ _____
17	644 6009	IN SM RD SN SUP&AM TY10BWG(1)SB(P)	EA	3	\$ _____	\$ _____
18	644 0050	PROJECT SIGN	EA	1	\$ _____	\$ _____
19	644 6076	REMOVE SM RD SN SUP&AM	EA	2	\$ _____	\$ _____
20	666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	9	\$ _____	\$ _____
21	666 6057	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	1	\$ _____	\$ _____
22	666 6096	REFL PAV MRK TY I (W)(SYMBOL)(100MIL)	EA	3	\$ _____	\$ _____
23	666 6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	2601	\$ _____	\$ _____
24	666 6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LF	43	\$ _____	\$ _____
25	666 6184	REFL PAV MRK TY II (W) (ARROW)	EA	9	\$ _____	\$ _____
26	666 6185	REFL PAV MRK TY II (W) (DBL ARROW)	EA	1	\$ _____	\$ _____
27	666 6197	REFL PAV MRK TY II (W) (SYMBOL)	EA	3	\$ _____	\$ _____
28	666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	2601	\$ _____	\$ _____
29	666 6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	43	\$ _____	\$ _____
30	3048 0000	CONC PVMT (PERMEABLE) (4")	SY	8375	\$ _____	\$ _____
31	5106 0000	FILTER FABRIC FOR PERMEABLE CONC	SY	8559	\$ _____	\$ _____

Item No.	Specification Item No.	Item Description <sup>(1)</sup>	Unit	Unit Quantity	Unit Price <sup>(2)</sup>	Total
<b>UTILITY COMPONENTS</b>						
32	GLO 0002	LITHONIA LIGHTING KAD LED AREA LUMINAIRE CONTOUR SERIES CAT #: KAD LED 1 63B350/40K SR5 MVOLT RPD06 DDBXD T25-280	EA	17	\$ _____	\$ _____
33	GLO 0005	NOV AMERON - CONTEMPORARY SERIES ROUND POLE CAT #: 1C6-23-57- ANTI GRAFFITI-TS	EA	10	\$ _____	\$ _____
34		Water Hookup, Meter and Water Line	LS	1	\$ _____	\$ _____
35	GLO 0011	3/4" Copper Pipe, Water	LF	86	\$ _____	\$ _____
36		Utility Pole Relocation	LS	1	\$ _____	\$ _____
37	416 6088	DRILL SHAFT (RDWY ILL POLE) (24 IN)	LF	90	\$ _____	\$ _____
38	0618 6040	CONDT (PVC) (SCH 80) (1")	LF	1199	\$ _____	\$ _____
39	0618 6053	CONDT (PVC) (SCH 80) (3")	LF	35	\$ _____	\$ _____
40	0620 6006	ELEC CONDR (NO. 10) INSULATED	LF	3597	\$ _____	\$ _____
41	0620 6024	ELEC CONDR (NO. 3/0) INSULATED	LF	105	\$ _____	\$ _____
42	0624 6010	GROUND BOX TY D (162922) W/APRON	EA	2	\$ _____	\$ _____
43	0628 6282	ELC SRV TY D 120/240 200(NS)SS(E)PS(U	EA	1	\$ _____	\$ _____



Item No.	Specification Item No.	Item Description <sup>(1)</sup>	Unit	Unit Quantity	Unit Price <sup>(2)</sup>	Total
<b>MARINE COMPONENTS</b>						
44	0104 6027	REMOVING CONCRETE (APPROACH SLAB)	SY	200	\$ _____	\$ _____
45	0110 6002	EXCAVATION (CHANNEL)	CY	2000	\$ _____	\$ _____
46	0247 6041	FLEXIBLE BASE (CMP IN PLC)(TY A GR1-2)(FINAL POS)	CY	400	\$ _____	\$ _____
47	0403 6001	TEMPORARY SPECIAL SHORING	SF	1900	\$ _____	\$ _____
48	0405 6001	FOUNDATION LOAD TEST (D4945)	EA	2	\$ _____	\$ _____
49	0406 6001	TREATED TIMBER PILING	LF	1520	\$ _____	\$ _____
50	0407 6035	SHEET PILING (NZ-19)	LS	1	\$ _____	\$ _____
51	0420 6125	CLASS K CONCRETE (CAP)	CY	90	\$ _____	\$ _____
52	0422 6001	REINFORCED CONCRETE SLAB	SF	2093	\$ _____	\$ _____
53	0422 6015	APPROACH SLAB	CY	82	\$ _____	\$ _____
54	0422 6042	CIP CONCRETE CLOSURE	CY	5	\$ _____	\$ _____
55	0428 6001	PENETRATING CONCRETE SURFACE TREATMENT	SY	1500	\$ _____	\$ _____
56	0432 6033	RIPRAP (STONE PROTECTION) (18 INCH)	CY	500	\$ _____	\$ _____
57	0432 6036	RIPRAP (STONE PROTECTION) (30 INCH)	CY	800	\$ _____	\$ _____
58	0432 6038	BEDDING MATERIAL (3 IN)	CY	60	\$ _____	\$ _____

<b>Item No.</b>	<b>Specification Item No.</b>	<b>Item Description<sup>(1)</sup></b>	<b>Unit</b>	<b>Unit Quantity</b>	<b>Unit Price<sup>(2)</sup></b>	<b>Total</b>
59	0438 6005	CLEANING AND SEALING JOINTS	LF	920	\$ _____	\$ _____
60	0491 6001	TREATED TIMBER SUPERSTRUCTURE	MBF	4	\$ _____	\$ _____
61	0496 6026	REMOVE STRUCTURE (TIMBER DOCK)	EA	1	\$ _____	\$ _____
62	0556 6006	PIPE UNDERDRAINS (TY6) (6 IN)	LF	490	\$ _____	\$ _____
63	2005 6001	FILTER FABRIC (TY 2)	SY	2240	\$ _____	\$ _____
64	4073 6004	FENDER SYSTEM (D 4 IN)	LF	194	\$ _____	\$ _____
65	4073 6006	FENDER SYSTEM (D 6 IN)	LF	194	\$ _____	\$ _____
66	5033 6001	FIXED BOLLARD	EA	2	\$ _____	\$ _____
67	9999 9999	MARINE CLEAT (12 IN)	EA	23	\$ _____	\$ _____

Item No.	Specification Item No.	Item Description <sup>(1)</sup>	Unit	Unit Quantity	Unit Price <sup>(2)</sup>	Total
<b>HARDSCAPE &amp; LANDSCAPE COMPONENTS (Items 68-79)</b>						
68	0192 6012	MULCH	CY	8	\$ _____	\$ _____
69	0192 6014	PLANT SOIL MIX	CY	15	\$ _____	\$ _____
70	0192 6015	LANDSCAPE EDGE	LF	138	\$ _____	\$ _____
71	0192 6016	PLANT BED PREPARATION	SY	90	\$ _____	\$ _____
72	0192 6028	PLANT MATERIAL (1 GAL) (SHRUB)	EA	44	\$ _____	\$ _____
73	0422 6001	REINFORCED CONCRETE SLAB	SF	78	\$ _____	\$ _____
74	0450 6048	RAIL (HANDRAIL)(TY B)	LF	138	\$ _____	\$ _____
75	1002 6006	LANDSCAPE AMENITY (PICNIC TABLE)	EA	4	\$ _____	\$ _____
76	3048 0000	CONC PVMT (PERMEABLE) (6")	SY	170	\$ _____	\$ _____
77	5033 6001	FIXED BOLLARD	EA	10	\$ _____	\$ _____
78	5106 0000	FILTER FABRIC FOR PERMEABLE CONC	SY	200	\$ _____	\$ _____
79		MATERIAL TESTING ALLOWANCE	LS	1	\$ <u>60,000.00</u>	\$ <u>60,000.00</u>

<b>Subtotal Civil Components</b>	\$ _____
<b>Subtotal Utility Components</b>	\$ _____
<b>Subtotal Marine Components</b>	\$ _____
<b>Subtotal Hardscape &amp; Landscape Components</b>	\$ _____
<b>TOTAL BASE BID (SUM OF ITEMS ABOVE)</b>	\$ _____

Notes:

- (1) The intent of the Contract Documents is for the Contractor to include all items necessary for the proper execution and completion of the Work described in the Contract Documents. No separate measurement and payment shall be made for any work unless identified as a pay item in the BID. Include the cost of work not identified as a separate pay item in Contract price bid for items of which this work is a component. In case of discrepancy between measurement and payment within the BID and Technical Specification Section, the BID shall govern.
- (2) In the event of a discrepancy, this column shall govern.

**Attendees for ITB #B221008, Lauderdale Ramp & Dock Improvements Project Pre-Bid Meeting**

- Todd Jackson
- Sarah Calfee
- David Luytjes
- Corey Grell
- David Wheeler
- Jarrod Choate
- TJ Pilgrim
- Ronald Shirley