



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

March 3, 2016

RE: ADDENDUM #1
Bid #B161012 Community Center at 64 Acre Park, Bacliff, TX

To All Prospective Bidders,

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

ATTACHMENTS:

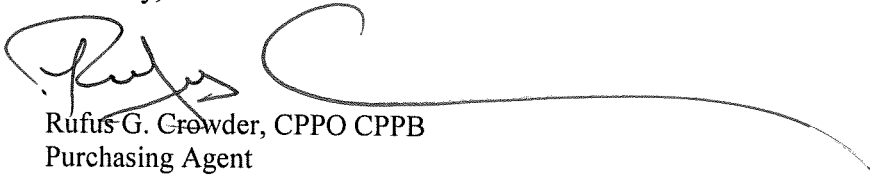
- The attached Non-Collusion Affidavit was omitted from the original bid packet and must be included in your bid submittal.
- Pages 1-19, General Provisions need to be omitted in their entirety and replaced with the attached revised documents.

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

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

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

Sincerely,



Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

State of Texas

§

County of Galveston

§

§

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared _____ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the _____ of _____, that
(Individual, Partner, Corporate Officer) (Name of Proposer)
- submitted the attached Bid/Proposal in **Bid #B161012 Community Center at 64 Acre Park, Bacliff, TX**
- Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion Affidavit;
- The attached Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;
- The attached Proposal/Bid has been independently arrived at without collusion with any other bidder, proposer, person, firm, competitor, or potential competitor;
- Bidder/Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham bid or that such other bidder, proposer, person, firm, competitor, or potential competitor shall refrain from bidding/proposing;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Bid/Proposal or of the bid/proposal any other bidder/proposer;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Bid/Proposal price or prices of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Bid/Proposal or the bid/proposal of any other Bidder/Proposer; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Bidder/Proposer as well as to Affiant signing on its behalf.

Signature of Affiant

SWORN TO and SUBSCRIBED before me this _____ day of _____, 2016 .

Notary Public

My Commission Expires: _____

GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BAACLIFF, TX
GALVESTON COUNTY, TEXAS

1. BID PACKAGE:

The Invitation to Bid, general and special provisions, drawings, specifications/line item details, contract documents and the Bid sheet are all part of the Bid package. BIDs must be submitted in sets of six(6), one (1) original and five (5) copies on the forms provided by the County if provided, including the Bid sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Bid sheets/contract page(s) may disqualify the Bid from being considered by the Commissioners' Court. Any individual signing on behalf of the Bidder expressly affirms that he or she is duly authorized to tender this Bid and to sign the Bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail. Each Bidder is required to thoroughly review this entire Bid package to familiarize themselves with the Bid procedures, the plans and specifications for the requested work, as well as the terms, and conditions of the contract the successful Bidder will execute with the County.

2. BIDDER'S RESPONSIBILITY

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

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

3. TIME FOR RECEIVING BIDS:

Bids may be submitted by mail or hand delivery and must be submitted to the Galveston County Purchasing Agent. If by delivery, the Bidder must deliver to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550

Bids will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions of this solicitation. Bids must be received by the County Purchasing Agent on or before the deadline for the opening of the bids. For clarity, mailing date/postmark is **not** sufficient – bids **must be received** by the County Purchasing Agent on or before the deadline. Late bids will not be accepted and will be returned to the bidder unopened. Bids received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept bids from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time-clock for the purpose of this solicitation and thus shall be the determinant of whether the bid was timely received.

**GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS**

The bidder should prominently identify the procurement number and name on the outside of the envelope/ mailing package. A label shall be provided for this purpose and usage of the label is preferred. If the bidder fails to identify the bid on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid.

If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from the Purchasing Agent's mailing list.

4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement, **bidders are to direct all communications regarding this invitation to bid to the Galveston County Purchasing Agent**, unless otherwise specifically noted.

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

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

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

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective bidders. No inquiries except clarification of instructions will be addressed by telephone.

Bidder is advised to carefully review this Invitation to Bid – it provides specific information necessary to aid participating firms in formulating a thorough response. Bidder's failure to examine all documents shall not entitle the bidder to any relief from the conditions imposing in the Invitation to Bid and the resultant contract.

An authorized person from the bidder must sign the bid. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the bid on behalf of the bidder and to bind the contract. By this signature, the bidder further acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications herein.

5. BID OPENING:

Information read aloud at the bid opening is the sole discretion of the Purchasing Agent. The Purchasing Agent will examine Bids promptly and thoroughly. No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid 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 heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually

**GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS**

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 BIDS/DISQUALIFICATION:

Galveston County, acting through its Commissioners' Court, reserves the right to:

- reject any and all Bids in whole or in part received by reason of this request for bid;
- to waive any informality in the Bids received;
- to disregard the Bid of any Bidder determined to be not responsible and/or;
- to discontinue its efforts for any reason under this Bid package at any time prior to actual execution of contract by the County.

Bidders may be disqualified and rejection of Bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the bid forms furnished by the County, if applicable;
- B. Lack of signature by an authorized representative of bidder;
- C. Failure to properly complete the bid;
- D. Failure to meet the mandatory requirements of this invitation to bid; and/or
- E. Evidence of collusion among bidders.

8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:

It is the responsibility of the prospective Bidder to review the entire Invitation to Bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or Bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for Bid opening. Vendors are to submit Bid as specified herein or propose an approved equal.

9. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT:

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Bidder desires to use any substitutions, prior written approval must be obtained from the County Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder, by submission of its bid, certifies that if awarded any portion of this procurement, the bidder will supply only material and equipment that is 100% asbestos free.

10. EXCEPTIONS TO BID:

The Bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

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

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

**GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS**

11. PRICING:

Bids will be either lump sum or unit prices as shown on the Bid sheet. The net priced items will be delivered to Galveston County, including all freight or shipping charges.

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

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

12. PROCUREMENT CARD (P-CARD) PROGRAM:

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

13. PASS THROUGH COST ADJUSTMENTS:

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

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Contractor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original bid.

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

14. MODIFICATION OF BIDS:

A Bidder may modify a bid by letter at any time prior to the submission deadline for receipt of Bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by Bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single

GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS

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.

15. SIGNATURE OF BIDS:

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

16. AWARD OF BIDS – EVALUATION CRITERIA AND FACTORS:

The award will be made to the responsible Bidder whose bid is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Invitation to Bid. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

"Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

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

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

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

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

In determining and evaluating the best bid, 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 Bids in whole or in part received by reason of this Invitation to Bid and may discontinue its efforts under this Invitation to Bid for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

**GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS**

A Bidder whose bid does not meet the mandatory requirements set forth in this Invitation to Bid will be considered non-compliant.

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

Each Bidder, by submitting a bid, agrees that if its bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this Invitation to Bid and the resultant contract.

Notice of contract award will be made within ninety (90) days of opening of Bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in the Invitation to Bid.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 36, Requirement of and Proof of Insurance.

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 Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

17. DISPUTE AFTER AWARD/PROTEST:

Any actual or prospective Bidder who is allegedly aggrieved in connection with the solicitation of this Invitation to Bid or award of a contract resulting therefrom may protest. The protest shall be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests unless this procedure is followed.

18. PUBLIC INFORMATION ACT (f/k/a Open Records Act):

The bidder acknowledges that the County is a government 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 provisions of the Public Information Act.

If bidder considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its bid, Bidder expressly affirms that it has clearly and conspicuously marked any information within its submission that it considers to be confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the Bidder has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the Bidder of the request for decision process under the Public Information Act – thus, the County will submit initial correspondence to the Texas Attorney General. Bidder is deemed to have knowledge of the Public Information Act. **By the submission of its bid, bidder expressly acknowledges that the burden to withhold its' information from public disclosure lays with the bidder;** thus, bidder further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if bidder wishes to have it information withheld from public disclosure.

GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS

19. BIDDER'S E-MAIL ADDRESSES:

Notwithstanding the foregoing Section 18, Bidder acknowledges and agrees that the confidentiality of any and all email addresses it uses or discloses in communicating with the County are open to the public in accordance with Section 552.137 of the Government Code and consents to the release of its email addresses.

20. RESULTANT CONTRACT:

Bidder shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same. Contract documents shall consist of the contract, the general and special provisions, the drawings, bid package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal.

Bidder should submit a proposed contract with its Bid or its sample material terms and conditions.

21. CONTRACT TERM:

The term of the resultant contract will begin on the date of execution by the Commissioners' Court, whichever is later, 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 Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

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

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

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

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

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

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted Bid and the contract.

GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS

23. TERMINATION FOR CONVENIENCE:

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

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 Force Majeure claimed, but for no longer period.

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

25. ESTIMATED QUANTITIES:

Any reference to quantities shown in the Invitation to Bid is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

26. CONTRACTOR INVESTIGATION:

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

27. NO COMMITMENT BY COUNTY OF GALVESTON:

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid in response to this Invitation to Bid and does not commit the County of Galveston to procure or contract for services or supplies.

28. BID COSTS BORNE BY BIDDER:

Galveston County shall not be liable for any costs incurred by Bidder in preparation, production, or submission of a bid and shall not be liable for any work performed by Bidder prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Bidder by reason of attending a pre-Bid conference. Galveston County shall not be liable for any costs incurred by Bidder by reason of the County invoking use of best and final offers.

29. BEST AND FINAL OFFERS (BAFO):

In acceptance of bids, the County of Galveston reserves the right to negotiate further with one or more of the Bidders as to any features of their bids 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 Bidders. If invoked, this allows acceptable Bidders the opportunity to amend, change or supplement their original bid. Bidders 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.

**GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS**

30. SINGLE BID RESPONSE:

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

31. CHANGES IN SPECIFICATIONS:

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all Bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to Bidders in a written addendum from the Purchasing Agent. Bidders are advised to inquire prior to the submission deadline as to whether any addenda to this invitation to bid have been issued, as the successful bidder will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amending or revising addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or those who have obtained documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five (5) business days after the last revising or amendment addendum shall include an announcement of the new date, if applicable, for the opening or bids.

32. BID IDEAS AND CONCEPTS:

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

33. BID DISCLOSURES:

The names of those who submitted bids will not be made public information unless in conformity with the County Purchasing Act. No pricing or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

34. WITHDRAWAL OF BID:

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

35. 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.

**GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS**

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.

36. REQUIREMENT OF AND PROOF OF INSURANCE:

The successful Bidder shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

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

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

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

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

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

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

GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS

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

Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

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

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

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

37. BID GUARANTEE:

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

Evidencing its firm commitment to engage in contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a cashier's check or an acceptable Bidder's bond in the amount of five percent (5%) of the total contract price. If Bidder is using a bond, then the Bidder bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid guarantee in the proper form and amount, by the time set for opening of bids may be cause for rejection of the bid.

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

38. PERFORMANCE AND PAYMENT BONDS:

Successful Bidder, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

**GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BAACLIFF, TX
GALVESTON COUNTY, TEXAS**

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

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

The performance bond shall be solely for the protection of Galveston County, in the amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for bid is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Bidder should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

39. PATENT AND COPYRIGHT PROTECTION:

The Bidder agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Bidder shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Bidder also agrees that if Bidder is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Bidder.

40. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ):

Bidder may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving and family relationship reporting. IF bidder is required to file a CIQ Form, then the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

Business relationship. If Bidder has an employment or other business relationship with a local government officer of Galveston County work with a family member of a local government 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-

GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS

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

Gift-giving. If Bidder has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars (\$100.00) during the preceding 12-months, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

For purposes of the business relationship and gift giving reporting requirements, a “family member” means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If Bidder has a “family relationship” with a local government officer of Galveston County then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Bidder has a business relationship or has given gifts to the local government office or a family member of the local government officer. For this purpose, “family relationship” means Bidder is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse’s grandchild, spouse’s grandparent, grandparent’s spouse, grandchild’s spouse, stepson, stepdaughter, stepmother, and stepfather.

Bidder must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

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

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

Again, if Bidder is required to file a 1295 Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Bidder’s convenience, a blank CIQ Form is enclosed with this bid package. Blank Form 1295’s may also be obtained by visiting the Purchasing Agent’s website – this website is linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank Form 1295 may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

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

It is Bidder’s sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Bidder is required to file by the requirements of Chapter 176 of the Local Government Code. Bidder is advised that it is an

**GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS**

offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if Bidder is awarded a contract.

If bidder has any questions about compliance with Chapter 176, Bidder may wish to consult its' 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.

FORM 1295:

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

For Bidder's convenience, a blank Form 1295 is enclosed with this bid package. Blank Form 1295's may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank Form 1295 may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

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

Bidder certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the GLO, the State, HUD, and other Federal and State entities. Further, Bidder has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its bid. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Bidder's Bid and is a mandatory requirement of this Invitation to Bid. Bidder's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this Invitation to Bid and grounds for the rejection of Bidder's Bid.**

42. NON-COLLUSION AFFIDAVIT:

Bidder certifies, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or

**GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS**

anyone else to put in a sham Bid or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

A blank Non-Collusion Affidavit is included with this Bid packet. Bidder must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its bid. This is a mandatory requirement of this Invitation to Bid. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its Bid shall be considered non-compliance with the requirements of this Invitation to Bid by the Bidder and grounds for the rejection of Bidder's submission.

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

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

43. 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.

44. CONTROLLING LAW AND VENUE:

Bidder acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in Galveston County, Texas.

45. MERGERS, ACQUISITIONS:

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

If subsequent to the award of any contract resulting from this Invitation to Bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to the County:

- A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New Bidder's Federal Identification Number (FEIN) and;
- C. New Bidder's proposed operating plans.

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

46. DELAYS:

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no

GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS

claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

47. ACCURACY OF DATA:

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

48. SUBCONTRACTING/ASSIGNMENT:

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

49. INDEPENDENT CONTRACTOR:

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

50. MONITORING PERFORMANCE:

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

51. PROCUREMENT ETHICS:

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

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

CODE OF ETHICS – Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

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

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

GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS

General Ethical Standards:

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

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

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

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

Gratuities:

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid 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 to any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause:

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

Confidential Information:

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

Prohibition against Contingent Fees:

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS

Representation:

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

Contract Clause:

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

52. SUBJECT TO APPROPRIATION OF FUNDS:

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

53. NON-DISCRIMINATION:

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

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

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

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

- B. **Drug Free Work Place Act:** Bidder shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.
- C. **Americans with Disabilities Act:** Bidder shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.
- D. **OSHA Regulations:** Bidder agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- E. **Compliance with Immigration Laws and Use of E-Verify:** Bidder agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Bidder further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Bidder shall not employ unauthorized aliens, and shall not assign services to be performed to any

GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS

supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Bidder will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

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

54. RECORD RETENTION AND RIGHT TO AUDIT:

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

55. TITLE VI ASSURANCES/TxDOT:

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

- A. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT)

Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

- B. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- D. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts,

GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TX
GALVESTON COUNTY, TEXAS

- E. other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- F. **Sanctions for Non-compliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
- 1) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
 - 2) cancellation, termination, or suspension of the contract, in whole or in part.
- F **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Bidder certifies that it, including all of its principals, is/are current in child support payments and therefore, that it is eligible to receive payments from State funds under a contract for property, materials, or services. Bidder acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated and payment withheld if this certification is inaccurate. Finally, by the submission of its bid, the Bidder certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Bidder within its response to the Invitation to Bid and that all such persons are current in child support payments.

57. ANTITRUST:

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its bid, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

58. LABOR STANDARDS:

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

**GENERAL PROVISIONS
COMMUNITY CENTER AT 64 ACRE PARK, BAACLIFF, TX
GALVESTON COUNTY, TEXAS**

Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

59. 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

60. NOTICE:

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Bidder shall provide its notice information with its Bid submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when received for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

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

With copies to:

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

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

To the Contractor at:

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

End of General Provision Section



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

March 22, 2016

RE: ADDENDUM #2
Bid #B161012 Community Center at 64 Acre Park, Bacliff, TX

To All Prospective Proposers,

Attached you will find Addendum #2 for Bid #B161012 Community Center at 64 Acre Park, Bacliff, TX.

BID OPENING:

The bid opening for Bid #B161012 Community Center at 64 Acre Park, Bacliff, TX has been changed. The new opening date is as follows:

Date: Tuesday, April 5, 2016
Time: 10:00 A.M.

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

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

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

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

Page 2

Addendum #2

Bid #B161012 Community Center at 64 Acre Park, Bacliff, TX

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

Sincerely,

A handwritten signature in black ink that reads "Gwen McLaren CPPB". The signature is written in a cursive, slightly slanted style.

Gwen McLaren, CPPB
Assistant Purchasing Agent
Galveston County

ADDENDUM NO. 2
March 22, 2016

Project:

Bayside Community Center Bacliff, Texas

Prepared by: County Architect
Project No.: 12-006
Prepared for: Prospective Bidders

PART A: NOTICE TO BIDDERS:

1. Receipt of this Addendum shall be acknowledged on the Bid Proposal Form. Failure to do so may subject Bidders to disqualification. Each Proposer shall make necessary adjustments and submit his proposal with full knowledge of all modifications, clarification, and supplemental data included therein.
2. This Addendum forms part of the Contract Documents and shall be incorporated integrally therewith. Where provisions of the following supplemental data differ from those of previously issued documents, this Addendum shall govern.
3. The following Contract Documents have been issued to date delineating the Work (Project).

Contract Documents	Feb 29, 2016
Addend No.1	March 3, 2016
4. This Addendum consists of 2 type written pages and no drawings.
5. Addenda No. 3 will be issued March 23, 2016 with clarifications to the drawings.

PART B: CHANGES TO BID PROPOSAL FORM(s):

1. **Change bid date from March 29, 2016 to April 5, 2016**

PART C: CHANGES TO THE PROJECT MANUAL

1. **None**

PART D: CHANGES TO THE DRAWINGS

1. **None**

PARTE: RE-ISSUED DRAWING SHEET (22" x 34")

1. **none**

PART F: NEWLY ISSUED DRAWING SHEET (22" x 34")

1. **none**

QUESTIONS, ANSWERS, AND CLARIFICATIONS DURING BID PERIOD

These answers will be included along with the addenda as part of the contract for construction.

1. QUESTION

March 8, 2016 - Wulin Liang - Project Estimator - Email: wliang@econtractorsusa.com
"Do you know the budget of the project?"

ANSWER – by County Architect

\$1,080,000

2. QUESTION

March 8, 2016 - Wulin Liang - Project Estimator - Email: wliang@econtractorsusa.com
"Can I know the estimated start month of the project?"

ANSWER – by County Architect

May 2016

3. QUESTION

March 8, 2016 - Wulin Liang - Project Estimator - Email: wliang@econtractorsusa.com
"Since there is no pre proposal meeting, If I want to see the site, do I contact you to schedule a time? "

ANSWER – by County Architect

The site is behind a gate at the end of Edgewater Park Drive. You may walk onto the site at any time.

END OF ADDENDUM



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

March 29, 2016

RE: ADDENDUM #3
RFP #B161012 Community Center at 64 Acre Park, Bacliff, TX

To All Prospective Proposers,

Attached you will find Addendum #3 for RFP #B161012 Community Center at 64 Acre Park, Bacliff, TX.

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Rufus", followed by a long, sweeping horizontal line that extends across the page.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

ADDENDUM



Addendum Number: #3 Date: 3/24/2016
Project Name and Location: Bayside Community Center BDG Project No: 1409000

Notice to Bidders:

- A. This Addendum shall be considered part of the Bidding Documents for the above mentioned project as though it has been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from the original Bidding Documents, this Addendum shall govern and take precedence.
- B. Bidders are hereby notified that they shall make necessary adjustments in their estimates on accounts of this Addendum and acknowledge receipt of this Addendum on the Bid Form. It will be construed that each Bid Form is submitted with full knowledge of all modifications and supplemental data specified herein.

Description:

Questions, Answers, and Clarifications during Bid Period

(These answers will be included along with the addenda as part of the contract for construction.)

1. Question -

"Do you know the budget of the project?"

Answer – By County Architect

\$1,080,000.00.

2. Question -

"Can I know the estimated start month of the project?"

Answer – By County Architect

May 2016

3. Question -

"Since there is no pre proposal meeting, If I want to see the site, do I contact you to schedule a time?"

Answer – By County Architect

The site is behind a gate at the end of Edgewater Park Drive. You may walk onto the site at any time.

4. Question -

"(Drawing E 401) The plan indicates a notification device labeled SV but the symbol legend does not list a fire alarm device labeled SV. It has a candela rating on it so I know it is a notification device; does the S indicate a voice evacuation speaker?"

Answer – By Engineer

They are called out on the fire alarm symbol legend. Sheet E110 as speaker/visuals.

5. Question (set of questions from email) -

"Will the sanitary be stubbed up by the building? No civil plans in set, will we assume utilities within 5' of the building will be done under separate contract?"

Answer – By Architect

Response Pending.

"Allowance of 10k for electrical service - Will we be required to bid the service before the project?"

Answer – By Engineer

The electrical Allowance was increased from 10k to 25k.

"Will the 1" CW plumbing from building to pole barn be under this contract?"

Answer – By Architect

Yes.

"The architectural (A001) states it will not have fire sprinkler provided or installed yet the electrical plan(E401) provided shows a water flow and tamper switch. Which is correct?"

Answer – By Architect

The Building is a Type VB construction. No sprinkler system will be provide. Items that refer to a sprinkler system shall be removed from this project.

"Additionally, could you request the occupant load / number of proposed occupants information? "

"For an A-2 rated facility at a specific number of occupants the type of fire alarm system changes from horns to speakers."

"The height of a modular brick with a mortar joint is approximately 2 5/8"."

Answer – By Engineer

Refer to attached drawings.

"The section cuts on the architectural show the top of the brick ledge to be one brick height below finish floor, which should be approximately 2 5/8"."

Answer – By Architect

Refer to attached structural drawings the brick ledge has been revised.

"The structural section cuts on S502 show the top of the brick ledge to be 4" tall."

Answer – By Engineer

Refer to attached drawings.

"Could you confirm the height of brick ledge? If it will be 4", We will need to figure another course to accommodate that."

Answer – By Engineer

Refer to attached drawings. Height is confirmed in revised drawings.

6. Question (set of questions from email)

"Project Manual states prevailing wage, but the scale is not present. Can you provide?"

Answer – By County Architect

You may request a current wage determination from the Department of Labor. The web site is very easy to navigate. You would be looking for the current Davis Bacon rates. We will include one in the next addenda. For your convenience one is attached to this response.

"Who is responsible for permit cost?"

Answer – By County Architect

The General Contract is responsible for permit cost. The permit is available from The County Engineer's office as are the cost of the permit. You may go to the Galveston County web site, select constituent services then Engineering then Building permits then flood plain regulations and the fee schedule is on page 25 of 28. The fees is calculated based upon cost of construction at \$215 for the first \$100,000 plus \$0.50 per \$1,000 for every \$1,000 over \$100,000.

"Can you provide an attachment detail for the fiber board to the glass mat?"

Answer – By County Architect

BDG will provide a response to this item. Can you be more specific to the location of this item on the drawings?

Answer – By Architect

Response Pending.

7. Question

"I noticed missing plan S702; specs 01330 and 01250 for this project. Are these needed?"

Answer – By Architect

S702 is omitted for these drawings. 01330 and 01250 are to remain.

8. Question (set of questions from email)

"On dwg-MEP 101-

Enlarged canopy area shows 12 canopy lights on ckt H10 marked as "OA" and this is not on the lighting schedule. They appear to be 4ft canopy fixtures."

Answer – By Engineer

Refer to revised Sheet E102 for fixture 'OA' selection.

"Also same dwg indicates to install 800amp buss weather head at the Center Point transformer pole. This is not allowed or needed. The parallel 4" risers may be installed up the pole on standoffs with weather heads on the end. These (2) risers will be on 10" standoffs per CP standard."

Answer – By Engineer

IA concurs. Refer to revised Sheets MEP101 and E110.

"The 3/0 ground requirement from MDP to the transformer bank is not required as this is a service lateral and power company will not connect. Any metal raceway or pull box equipment must be grounded. I would change the risers up the CP pole to sch 80 PVC and problem solved with conduit bonding at their pole. Individual ground rods would be installed at the service entrance pull boxes."

Answer – By Engineer

IA concurs. Refer to revised One Line Diagram on Sheet E110. IA takes no objections as long as PVC is UV rated.

"The Quazite pull boxes on Dwg E 501 are not large enough for electric service and (4) 4" conduits. These will be considered "U" pulls and not straight through as there will need to be 90 degree elbows turned up into these shallow boxes and they are not deep or long enough. I would delete any unnecessary boxes and install 3x3x3 cement with traffic covers."

Answer – By Engineer

Quazite pull boxes were not intended to be for service entrance. Contractor is responsible for sizing service entrance pullboxes.

"Unit OACU-1 (circuit HM25,27,29) has a disconnect symbol but says fed from VFD. It will still need a disconnect. Will the VFD be installed in the mechanical room and will mechanical provide it?"

Answer – By Engineer

VFD's are part of the Division 23 specifications. VFD installed by Division 26. Refer to revised Sheet E211.

"Circuit HM 26,28,30, is also shown for OACU-1 but has a 60 amp fused disconnect with 35 amp fuses. I find no location for this circuit. Need to know where it is."

Answer – By Engineer

Refer to revised Sheet E211 for circuit location.

"Also these nema 4x "fused" disconnects are shown with same fuse and breaker size. Non fused at equipment are all that is required and is a waste of money to pay for "fused" disconnects, especially in the 4 X category."

Answer – By Engineer

IA has no objections so long as contractor provides HACR breakers.

"Ckt HM 32,34,36, shows a 60 amp disconnect with a 30 amp CB in the panel. Why the 60 amp switch on a 30 amp circuit."

Answer – By Engineer

Provide a 30A disconnect in lieu of 60A disconnect. Refer to revised Sheet E110.

"Can't find HWCP-1 (circuit LA 35,37) is it in mechanical room?"

Answer – By Engineer

Refer to revised Sheet E211 for circuit location.

“Can find EWH-1 (circuit HM 31) In mechanical room?”

Answer – By Engineer

Refer to revised Sheet E211 for circuit location.

“Letting CP extend Primary line another 160 ft , to the pull box locations, you could probably save over 5 k. We will not know until we could meet them and a cost given for both locations, but the copper savings alone will be over 7k plus labor to install that 160ft and possibly deletion of a pull box at that turn. . Of course CP will charge for the added primary, but surely a 5k savings I would think.”

Answer – By Engineer

IA takes no objections.

“Final note: The 10k allowance to set even the (2) poles, extended primary 200 ft plus the transformer bank, is probably not close. Reason I say, one of my customers just had a pole set in an existing primary line path, 500 kva 480 v transformer bank, and then demo 280 ft of primary at the end and cost was over 28k. Just giving a heads up.”

Answer – By Engineer

IA will increase allowance from 10k to 25k.

9. Question (set of questions from email)

“Dwg notes mention having raceway for all systems. Will plenum rated cable above accessible ceilings be ok for Fire Alarm cable, temp control and the like? It appears the ceiling in the assembly room is lift out 2x2 grid. Is this correct. I cant tell my the drawings what type ceiling it is.”

Answer – By Architect

Response pending

10. Question

An interior finish schedule is needed.

Answer – By Architect

Refer to drawing in addendum.

A floor finish plan is needed to price out the flooring properly.

Answer – By Architect

Refer to drawing in addendum.

The lobby RCP where the elevation is denoted as 15'off, what material is this? A detail on the transition from the gyp at 14'off to whatever is at 15'off is needed.

Answer – By Architect

The material is painted bead board to match exterior soffit.

11. Question

"I just got a chance to get back on this and noticed the receptacles in the remote parking area. The #8 as specified will be too small and will be over an 11% voltage drop at 550 ft from pnl LA. Minimum sizing should not be smaller than #4, with conduit upsized to 1-1/4". Small J-box at the location to reduce back to #10 or 12 to land at receptacle."

Answer – By Engineer

Refer to revised design, a local 60A, 12 Pole Load Center in NEMA-4X-SS304 enclosure will be provided at shed. Utilize #2 wire to feed this panel from Panel 'LA'.

The 30kVA Transformer 'TL' will be changed to a 45kva Transformer to accommodate any expansion. This will change Panel 'LA' to 150A.

Refer to revised Sheets E110 and MEP101.

12. Question (set of questions in from email)

"I was looking for information about getting plans for this project. Have the construction plans been issued, or just preliminary plans. What is the budget for the project (info needed for bonding)?"

"Structural drawings in the bid package are labeled preliminary. Provide a bid on what is included in those drawings."

Answer – By Architect

Yes

Answer – By County Architect

The soils report is not yet available so the structural Engineer cannot seal the drawings and label them as such. Once the soils report is available the engineer will review, possibly revise, and seal the documents.

If there are changes to the structural design after the soils report has been reviewed Galveston County will ask for a change to the contract amount. That may be deductive, additive, or no change in the contract amount and time.

We do not anticipate any significant change after the soils report is received.

13. Question (set of questions in from email)

"Will a GEO Report be provided as well as the site Topo & Proposed Elevations"

Answer – By County Architect

(yes a geotechnical report will be available before the civil package is published. The package you are looking at right now is for the Community Center. The geotechnical report may have some repercussions for the foundation and will include a structural fill recommendation.)

"Details on Paving Base Material and Depth"

Answer – By County Architect

The geotechnical report will include pavement base and material depth but those will be part of the civil package.

"Building Pad Specs, Utility and Storm Plans."

Answer – By County Architect

The geotechnical report may have some repercussions for the foundation and will include a structural fill recommendation.

"Type of material and thickness at Pole Barn pad and thickness of crushed stone for paving at this area along with specs on base preparation."

Answer – By County Architect

The pole barn does not have a pad. The thickness of crushed stone and base preparation will be in the civil package.

"What is the extent of concrete paving on site, is the access lane to the facility included, is all the parking area drawn in bold print noted on A 101 & A 102 to be included and with what base treatment?"

Answer – By County Architect

The paving will be included in a site civil package that will be published shortly.

"Does all the site paving, including the crushed stone area at the Pole Barn, require curbs? "

Answer – By County Architect

Generally speaking no.

"Sheet S702 noted in the Index of Sheet A 001 is missing."

Answer – By County Architect

Will be addressed in the addenda.

Answer – By Architect

Omit S702 from A 001.

14. Question

" There is no hardware set assignments on the door schedule. Please advise."

Answer – By Architect

Response Pending

15. Question (set of questions from email)

“Will a Geotechnical Report be provided prior to bidding?”

Answer – By County Architect

the geotechnical report will be available before the civil package is published. The package you are looking at right now is for the Community Center. The geotechnical report may have some repercussions for the foundation and will include a structural fill recommendation.)

“Is there a site survey drawing showing existing ground elevations?”

Answer – By Architect

This will be a part of the Civil Package.

“Will select fill be required under foundations? If so what’s the requirements for material and depth?”

Answer – By Engineer

Response pending.

“There are no specifications in Project Manual for Mechanical, Plumbing, Electrical or Communications. Are we to bid based on plan drawings notes?”

Answer – By Engineer

Refer to attached specifications in this addendum.

“Spec section 10706 Metal Awnings is a generic specification. Usually there is a manufacturer used for basis of design. What specifically does this spec apply to?”

Answer – By Architect

The design basis shall be Avadek.

"Dwg A300 Elevations do not appear to match Dwg A200 Plan. Are the North, South, East & West designation correct?"

Answer – By Architect

Corrected Drawings Pending.

"Dwg A300 shows a Painted Shade System - What specification and design applies to this item?"

Answer – By Architect

The design basis is aluminum Louverd Awning and Fins from Avadek. Omit painted metal shade system.

"Dwg A300 Elevations show a Painted Metal Canopy – What specification and design applies to this item?"

Answer – By Architect

Response pending.

"Dwg A300 Elevation 3 shows a Painted Metal Canopy above one door. Are there any other doors that get Canopies?"

Answer – By Architect

Response pending.

"Dwg A400 Details 1 & 2 shows a Aluminum Louvered Awning & Fins. What specifications and design applies to this item?"

Answer – By Architect

The design basis is aluminum Louverd Awning and Fins from Avadek.

"Dwg S202, S203, S204 Steel Framing Plan Notes # 2 refers to deck type information on 7E/S102. My drawing S102 does not have a 7E."

Answer – By Engineer

Refer to revised structural sheets.

"Dwg A001 list Dwg S702 and no Dwg S702 issued with bid documents. Also, S202, S203, S204 Steel Framing Plan Notes # 3 refers to S702."

Answer – By Engineer

Eliminate Sheet s702 from sheet list. Refer to revised structural sheets.

"MEP101 Electrical General Notes second paragraph starting with "Electrical contractor is...". The items listed for the contractor to do should be done by the designer and owner prior to bidding and construction (Coordination of utility services to the site, develop engineered site plan, contractual arrangements for easement) to allow the bidder to develop a true cost for their proposal."

Answer – By Architect

Response pending.

"MEP101 Electrical General Notes second paragraph stated to include a \$10,000.00 Allowance. Should this Allowance be listed on the Bid Form as an Allowance?"

Answer – By Architect

This is correct.

16. Question

"The specification call for impact resistant glass. The aluminum frame specified is not impact resistant and will not fit the specified glass. Please advise."

Answer – By Architect

The manufacture of the Glazing and Aluminum frame specified has confirmed that the frame is impact resistant and the glazing will fit the frame

17. Question

"This may have already been asked, but it is regards to the electrical: need to know if the "OA" fixture is actually the "T" fixture on the fixture schedule, and the same question applies the "G" and "GE" fixtures, are they listed as the "G4" fixture on the schedule."

Answer – By Electrical Engineer

OS's are occupancy sensors which is specified on sheet E501.

Drawings revised by Addendum #1 (existing drawing sheet shall be replaced by this addendum)

Architectural

1. A200A FINISH FLOOR PLAN

Structural

1. S102 GENERAL STRUCTURAL CRITERIA
2. S201 FOUNDATION PLAN
3. S202 LOW ROOF – CANOPY FRAMING PLAN
4. S204 HIGH ROOF FRAMING PLAN
5. S502 FOUNDATION DETAILS
6. S503 FOUNDATION DETAILS
7. S601 FRAMING DETAILS
8. S701 TYPICAL FRAMING DETAILS

MEP Site

1. MEP101 SITE PLAN

Electrical

1. E102 NOTES AND SCHEDULES
2. E110 ONE LINE DIAGRAM
3. E211 EQUIPMENT PLAN – POWER

Specifications

Specifications Modified by Addendum #1

00010 Table of Contents

08710 Door Hardware

Specifications Added by Addendum #1

DIVISION 22 - PLUMBING

220500	COMMON WORK RESULTS FOR PLUMBING	12
220519	METERS AND GAGES FOR PLUMBING PIPING	8
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING	11
220553	IDENTIFICATION FOR PLUMBING PIPING & EQUIPMENT	6
220700	PLUMBING INSULATION	9
221116	DOMESTIC WATER PIPING	11
221119	DOMESTIC WATER PIPING SPECIALTIES	11
221316	SANITARY WASTE AND VENT PIPING	7
221319	SANITARY WASTE PIPING SPECIALTIES	6
224000	PLUMBING FIXTURES	8

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

230500	COMMON WORK RESULTS IN HVAC	22
230513	MOTORS & MOTOR CONTROLLERS & VARIABLE FREQUENCY DRIVES	10
230529	HANGERS AND SUPPORTS FOR HVAC EQUIPMENT	6
230548	VIBRATION CONTROLS FOR HVAC PIPING AND EQUIPMENT	11
230593	TESTING & BALANCING OF HVAC	7
230713	HVAC INSULATION	9
230923	DIRECT DIGITAL CONTROL SYSTEM	29
233100	SHEET METAL DUCT WORK	5
233300	AIR DUCT ACCESSORIES	8
233419	HVAC POWER VENTILATORS	3
233600	AIR TERMINAL UNITS	6
233713	DIFFUSERS, REGISTERS & GRILLES	2
238133	UNITARY SPLIT SYSTEM AIR CONDITIONERS	3

DIVISION 26 - ELECTRICAL

260500	COMMON WORK RESULTS FOR ELECTRICAL	16
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	7
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	6
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	5
260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	14
260543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	14
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	8
262200	LOW-VOLTAGE TRANSFORMERS	6
262416	PANELBOARDS	8
262726	WIRING DEVICES	12
262813	FUSES	3
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	6
264313	TRANSIENT-VOLTAGE SUPPRESSION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	5
265100	INTERIOR LIGHTING	11
269500	FIELD ELECTRICAL TESTING	3

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

283111	DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM	12
--------	--	----

END OF ADDENDUM



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

March 30, 2016

RE: ADDENDUM #4
Bid #B161012 Community Center at 64 Acre Park, Bacliff, TX

To All Prospective Proposers,

Attached you will find Addendum #4 for Bid #B161012 Community Center at 64 Acre Park, Bacliff, TX.

OPENING DATE:

The bid opening for Bid #B161012 Community Center at 64 Acre Park, Bacliff, TX has been changed. The new opening date is as follows:

Date: Thursday, April 7, 2016
Time: 2:00 P.M.

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Gwen McLaren, CPPB".

Gwen McLaren, CPPB
Assistant Purchasing Agent
Galveston County

ADDENDUM NO. 4
March 30, 2016

Project:

Bayside Community Center Bacliff, Texas

Prepared by: County Architect
Project No.: 12-006
Prepared for: Prospective Bidders

PART A: NOTICE TO BIDDERS:

Bid Questions, answers, and clarified drawings and specifications are included in the following link to the Bayside Community Center Drawings and Specifications.

Refer to Bayside addenda #4 in the following link:

<https://www.dropbox.com/sh/t1den15luv8hmlo/AADeYJhS9u-1fgzZCp9eI7XFfa?dl=0>

1. Receipt of all Addenda shall be acknowledged on the Bid Proposal Form. Failure to do so may subject Bidders to disqualification. Each Proposer shall make necessary adjustments and submit his proposal with full knowledge of all modifications, clarification, and supplemental data included therein.
2. These Addenda form part of the Contract Documents and shall be incorporated integrally therewith. Where provisions of the following supplemental data differ from those of previously issued documents, these Addenda shall govern.
3. The following Contract Documents have been issued to date delineating the Work (Project).

Contract Documents	Feb 29, 2016
Addenda No.1	March 3, 2016
Addenda No. 2	March 22, 2016
Addenda No. 3	March 28, 2016
4. Addenda No. 4 consist of 8 type written pages and 8 new or revised drawings.

PART B: CHANGES TO BID FORM(S):

1. Revise bid date to April 7, 2016
2. New Bid Form Provided

PART C: CHANGES TO THE PROJECT MANUAL

1. New Bid Form provided
 - a. Section 01020 Allowances – adds an allowance for the building pad.

PART D: CHANGES TO THE DRAWINGS

1. None other than revised sheets below

PARTE: RE-ISSUED DRAWING SHEET (22" x 34")

1. A201 Roof Plan
2. A203 Pole Barn

3.	A400	Wall Sections
4.	A401	Wall Sections
5.	A402	Wall Sections
6.	A403	Section Details
7.	A701	Door and Window Types
8.	A800	Reflected Ceiling Plans

PART F: NEWLY ISSUED DRAWING SHEET (22" x 34")

1. None

QUESTIONS, ANSWERS, AND CLARIFICATIONS DURING BID PERIOD

These answers will be included along with the addenda as part of the contract for construction.

1. QUESTION

March 30, 2016 -

"A101. Who provides the temporary construction access road?"

ANSWER – by County Architect

The access road has been constructed by Galveston County Road and Bridge. It is 6" crushed concrete 20 foot wide. It may be viewed on site.

2. QUESTION

March 30, 2016 -

"What are the finish floor elevation of the buildings?"

ANSWER – by County Architect

16 feet above sea level

3. QUESTION

March 30, 2016

"What are the existing elevations where the building will be installed? "

ANSWER – by County Architect

The site is basically flat but near the building site it is 14 to 15 foot above sea level. A survey is available for view if you desire. That survey will be incorporated into the upcoming civil package.

4. QUESTION

March 30, 2016

"What depths of over excavation and select fill are required at the buildings? "

ANSWER – by County Architect

An allowance has been added to the bid package to clarify this question. Basically the building elevation is at 16 foot above sea level. This contract shall plan on removing enough existing soils to install 3 foot of select fill.

5. QUESTION

March 30, 2016

"Will the civil package include all of the utilities, earthwork, paving, crushed stone, sidewalks, and site lighting? "

ANSWER – by County Architect

Yes with the exception of the sidewalks and site lighting which are included in this building package.

6. QUESTION

March 30, 2016

"Please provide a detail section at the Lobby ceiling transition from bead board to sheetrock."

ANSWER – by County Architect

Refer to addenda #4 drawing sheets.

7. QUESTION

March 30, 2016

"Please provide a detail section at the Assembly ceiling from tile to sheetrock. "

ANSWER – by County Architect

Refer to addenda #4 drawing sheets.

8. QUESTION

March 30, 2016

"A800. There appear to be 2 types of exterior soffit materials. Please explain what the 2 materials are. "

ANSWER – by County Architect

Refer to addenda #4 drawing sheets.

9. QUESTION

March 30, 2016

"The structural drawings have steel columns at the canopy. Elevation 1 A300 has painted wood. Which is correct?"

ANSWER – by County Architect

steel.

10. QUESTION

March 30, 2016

"Are the Pole Barn timber piles driven or fastened to the drilled piers?"

ANSWER – by County Architect

Fastened to drilled piers.

END OF ADDENDUM

Bayside Community Center

Bid Number **B161012**
Bid Date **April 7, 2106**
Bid Time **2:00 p.m.**

BID FORM

- 1. **OWNER:** Galveston County
- 2. **PROJECT:** Bayside Community Center
- 3. **SUBMITTED BY:**

Bidder Name

Bidder Address

Bidder Phone Number

Bidder e-mail or website

4. **BID:**

This Bid is for general construction to renovate the site and building at 823 Grand Avenue Bacliff, Texas.

- A. Having examined the drawings and Project Manual dated July 27, 2015, and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the various items of work listed below for the sum or sums set forth below.
- B. In submitting this Bid, the undersigned, agrees to the following:
 - 01. Hold the Bid open for acceptance for 60 days from the submission of Bid.
 - 02. Accept the right of the Owner to reject any, or all Bids, to waive formalities, and to accept the Bid which the Owner considers most advantageous to him.
 - 03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in Bid amount added to, or subtracted from, the Contract.
 - 04. Complete the Work within the stipulated Contract Time.
- C. Furnish insurance.
- D. The undersigned acknowledges that being notified that he has the best responsible Bid does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Bid or tentative award and that any rights the Bidder may obtain will arise only upon execution of the Contract.

5. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1.....	March 3, 2106	initial here _____
Addenda 2.....	March 22, 2106	initial here _____
Addenda 3.....	March 28, 2106	initial here _____
Addenda 4.....	March 30, 2106	initial here _____

Bayside Community Center

Bid Number B161012
Bid Date April 7, 2106
Bid Time 2:00 p.m.

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

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

7. Contingency Allowance : The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Bid lump sum (item 6) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

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

8. Total Bid: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The sum of items 6 & 7 above):

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

9. CONTRACT TIME: Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within _____ calendar days or before date.

10. OH&P FOR CHANGES IN THE WORK:

The overhead and profit applied to any change of scope of work will be set as follows:

____ % Overhead

____ % Profit

Bidders Printed Name:

Bidders Address:

Bidders Phone Number

Signatory's Printed Name:

Signatory's Position/Title:

Signature: date.....

Bayside Community Center

Bid Number **B161012**
Bid Date **April 7, 2106**
Bid Time **2:00 p.m.**

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be
incorporated into the project in the Base Bid \$ _____

The cost of labor, profit, materials
not in-place and all other charges in the Base Bid..... \$ _____

TOTAL: (Must agree with Bid total above)..... \$ _____

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

Provide a completed copy of "AIA A305 Qualification Statement" or an equivalent form providing similar information with the Bid Form. Contractors who have successfully performed work for Galveston County are not required to submit this form but are encouraged to submit a qualification form.

END OF SECTION

**SECTION 01020
ALLOWANCES**

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section.

PART 1 - GENERAL

A. SCOPE

1. The Contractor shall include in his proposal the allowances stated in this and following Sections of the Project Manual. Allowance may pertain to purchase and delivery only, or to purchase, delivery, and installation, or to services only, or to contingency fund.
2. **All of the Contractor's overhead and profit (includes bond, insurance, etc) shall be included in the base proposal for listed allowance items whether such sums are used in the completion of the project or not. (example - if the allowance price is \$1,000.00 and OH&P as determined by the Contractor is 14%, the 14% (\$140.00) would be included in the base price and a full \$1,000.00 in the allowance fund. If the \$1,000.00 is not spent the \$140.00 remains part of the Contractor's remuneration.)**
3. If the allowance is stated for purchase and delivery only, all of the Contractor's handling costs on site and other expenses contemplated for the allowance material and equipment shall be included in the allowance.
4. If the allowance is stated for purchase, delivery, and installation, all of the Contractor's handling costs on site and other expenses contemplated for the allowance material and equipment shall be included in the allowance.
5. If the allowance is stated for services only, all of the Contractor's handling costs on site and other expenses contemplated for the services shall be included in the allowance.
6. If the allowance is stated for contingency, all of the handling costs on site and other expenses contemplated for the allowance material and equipment shall be included in the allowance.
7. The Contractor shall purchase the allowance materials and equipment as directed by the Architect in writing. If the actual cost of the required work is more or less than all the allowance estimates, the Contract Sum will be adjusted accordingly by Change Order at the conclusion of the project.
8. The Architect cannot certify applications for payment of any allowance item unless a fully executed Allowance Authorization is on file with the Owner, Architect, and Contractor.

PART 2 – ALLOWANCES

B. ITEMS

1. Tele/Data Allowance:

Contractor shall include in the Base Proposal the sum listed. Contractor shall proceed with the work in question only after receiving written directions executed by the Owner and the Architect. Owner will not be obligated to pay the cost of any work performed without prior written authorization.

Sum of Tele/Data Allowance \$35,000

2. Contingency Allowance:

Contractor shall include in the Base Proposal the sum listed as a contingency to cover the cost of items not shown on the Contract Documents. Contractor shall proceed with the work in question only after receiving written directions executed by the Owner and the Architect. Owner will not be obligated to pay the cost of any work performed without prior written authorization.

Sum of Contingency Allowance..... 5% of the Base Proposal Sum

3. Testing Allowance:

Contractor shall include in the Base Proposal the sum listed to cover the cost of testing during construction. Contractor shall proceed with the testing work only after receiving written directions executed by the Owner and the Architect. Owner will not be obligated to pay the cost of any work performed without prior written authorization.

Sum of Testing Allowance 5% of the Base Proposal Sum

4. Building Pad Allowance:

Contractor shall include in the Base Proposal the sum listed to cover the cost of the building pad. The soils investigation is not complete at bid time therefore the specification of the building pad is not known at this time. This allowance assumes there will be at least 18 inches of existing soil removed and 3 foot of select fill placed to create the pad. Contractor shall proceed with the work in question only after receiving written directions executed by the Owner and the Architect. Owner will not be obligated to pay the cost of any work performed without prior written authorization.

Sum of Building Pad Allowance..... \$40,000

END OF SECTION

REVISION	DATE	DESCRIPTION
1	02/25/16	PRELIMINARY
2	02/25/16	REVISION



Boucher Design Group, LLC
 Members AIA
 8807 Mapleidge, Suite 200
 Dallas, Texas 75241
 Tel: 713.785.2641
 www.bdgpr.com

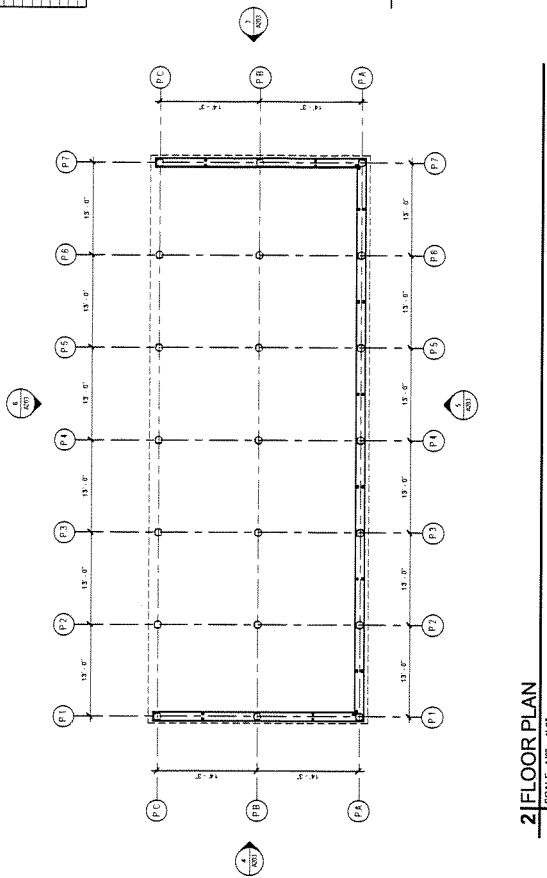
This document is the intellectual property of Boucher Design Group, LLC. It is to be used only for the project and location specified herein. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Boucher Design Group, LLC. 02/16

PRELIMINARY
 MAY NOT BE USED FOR
 REGULATORY APPROVAL,
 PERMITTING, OR
 CONTRACTING. THIS DOCUMENT IS
 FOR INFORMATIONAL PURPOSES
 ONLY. IT IS NOT TO BE USED FOR
 ANY OTHER PURPOSES.
 ARCHITECT, TEXAS NO.
 14291, EXPIRES 05-31-16

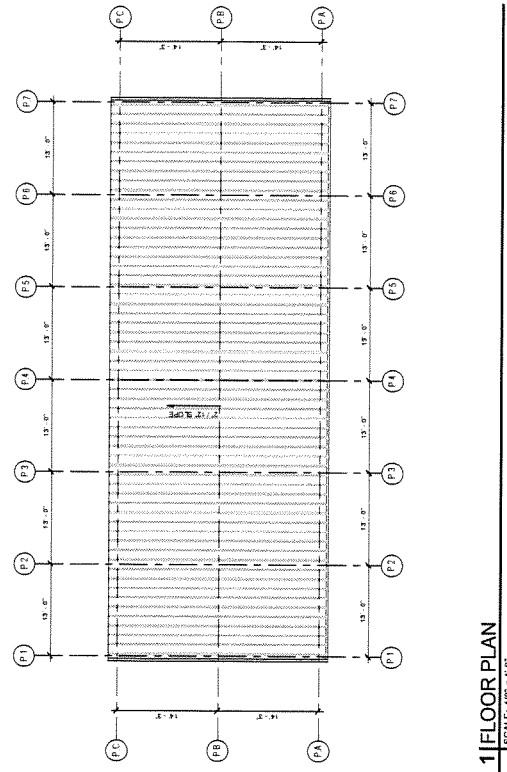
**BAYSIDE COMMUNITY
 CENTER**
 BAUCLIFF, TEXAS
 GALVESTON COUNTY

DATE	02/25/16
PROJECT NO.	1480000
DRAWN BY	BPB
CHECKED BY	BPB

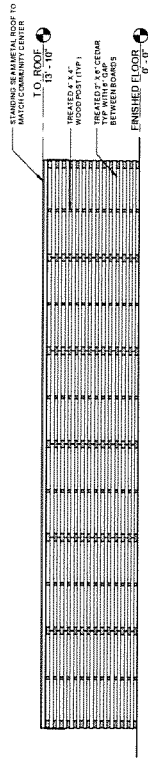
POLE BARN



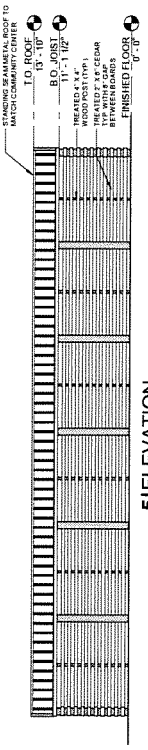
2 FLOOR PLAN
 SCALE: 1/8" = 1'-0"



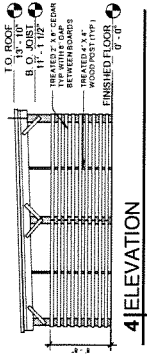
1 FLOOR PLAN
 SCALE: 1/8" = 1'-0"



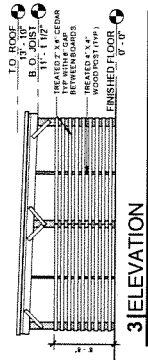
6 ELEVATION
 SCALE: 1/8" = 1'-0"



5 ELEVATION
 SCALE: 1/8" = 1'-0"



4 ELEVATION
 SCALE: 1/8" = 1'-0"



3 ELEVATION
 SCALE: 1/8" = 1'-0"

NO.	DATE	DESCRIPTION
1	05/11/11	ISSUE FOR PERMITS
2	05/11/11	ISSUE FOR PERMITS
3	05/11/11	ISSUE FOR PERMITS
4	05/11/11	ISSUE FOR PERMITS
5	05/11/11	ISSUE FOR PERMITS
6	05/11/11	ISSUE FOR PERMITS
7	05/11/11	ISSUE FOR PERMITS
8	05/11/11	ISSUE FOR PERMITS
9	05/11/11	ISSUE FOR PERMITS
10	05/11/11	ISSUE FOR PERMITS



Boucher Design Group LLC
Members A.I.A.
8802 Nepleidge, Suite 200
Dallas, TX 75243
Tel. 713.785.2644
www.bdginc.com

This project has been prepared by the staff of Boucher Design Group LLC. It is the property of Boucher Design Group LLC. No part of this document may be reproduced without the written permission of Boucher Design Group LLC.

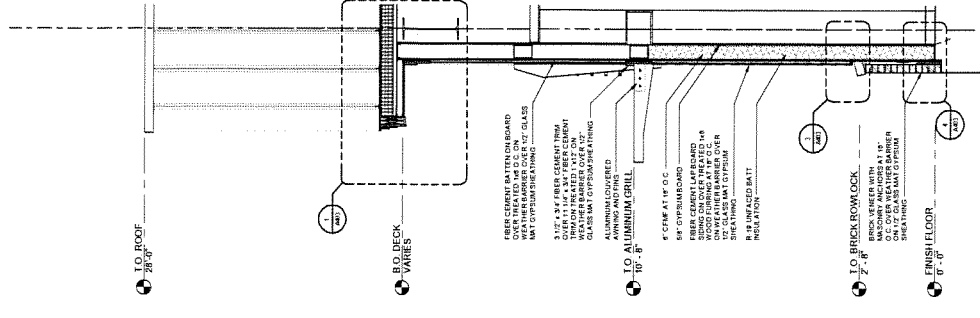


BAYSIDE COMMUNITY CENTER
DALLAS, TEXAS

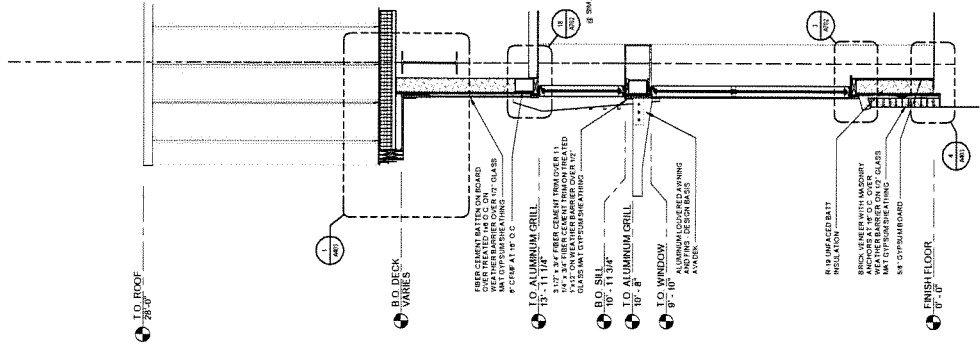
GALVESTON COUNTY

DATE: _____
PROJECT NO: 110000
DRAWN BY: DB
CHECKED BY: DBA

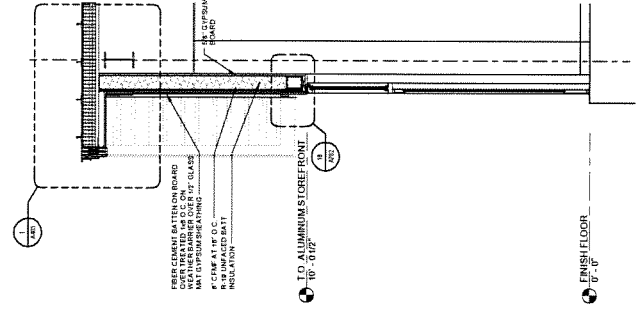
WALL SECTIONS



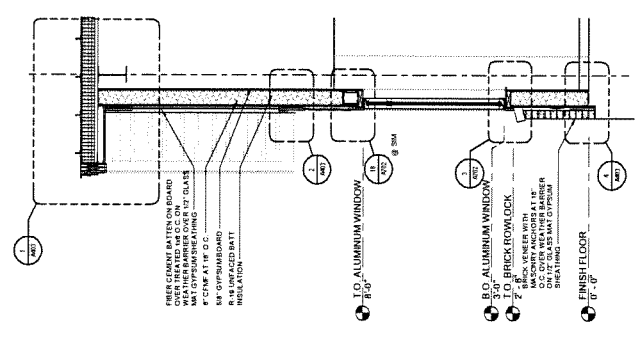
1 WALL SECTION
SCALE: 1/2" = 1'-0"



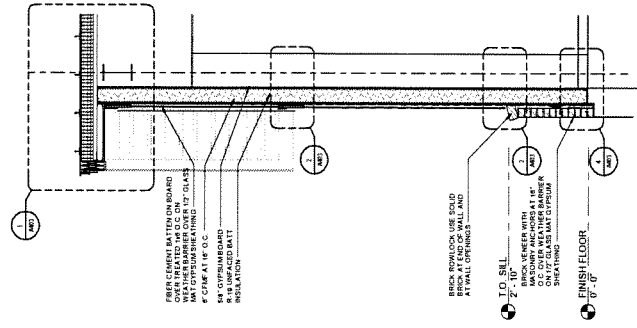
2 WALL SECTION
SCALE: 1/2" = 1'-0"



3 WALL SECTION
SCALE: 1/2" = 1'-0"



4 WALL SECTION
SCALE: 1/2" = 1'-0"



5 WALL SECTION
SCALE: 1/2" = 1'-0"

PKG	DATE	DESCRIPTION
1	03/20/19	CONCEPT
2	03/20/19	PERMISSIONS
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		



Boucher Design Group, LLC
 Members AIA
 8812 Mapleidge, Suite 200
 Dallas, TX 75243
 Tel: 713.785.2844
 www.bdgpa.com

Professional Seal of the State of Texas
 License No. 111512
 State Architect
 State of Texas
 Council of Boucher Design Group, LLC 2019

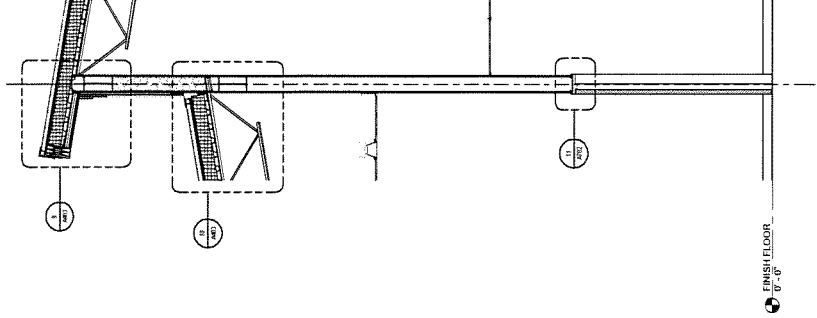


BAYSIDE COMMUNITY CENTER
 BACLIFF, TEXAS
 GALVESTON COUNTY

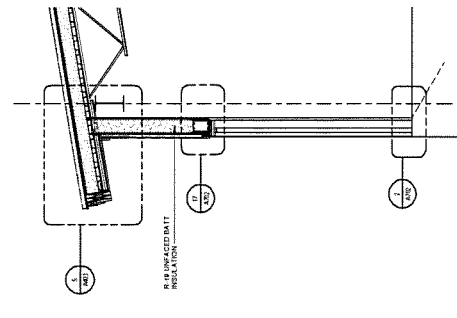
DATE: 03/20/19
 PROJECT NO: 140000
 DRAWN BY: BSA
 CHECKED BY: BSA

WALL SECTIONS

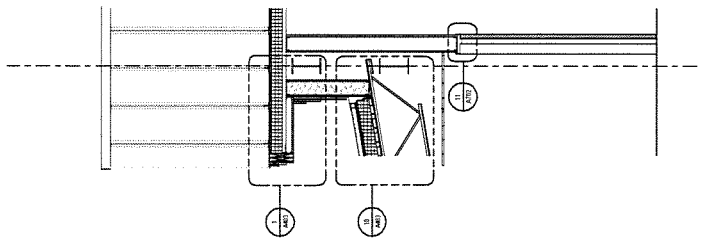
A402
 COUNCIL OF BOUCHER DESIGN GROUP, LLC



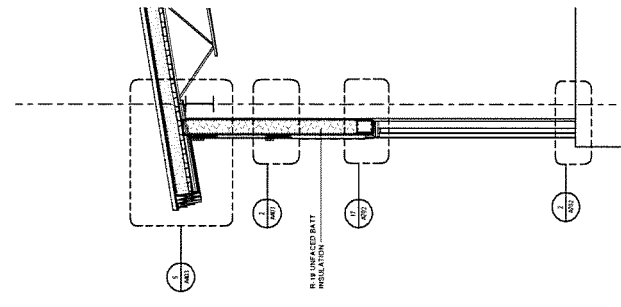
1 WALL SECTION
 SCALE: 1/2" = 1'-0"



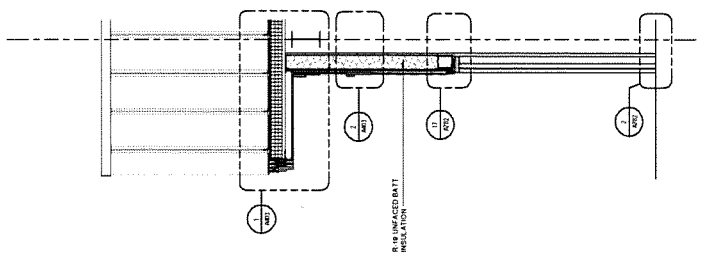
2 WALL SECTION
 SCALE: 1/2" = 1'-0"



4 WALL SECTION
 SCALE: 1/2" = 1'-0"

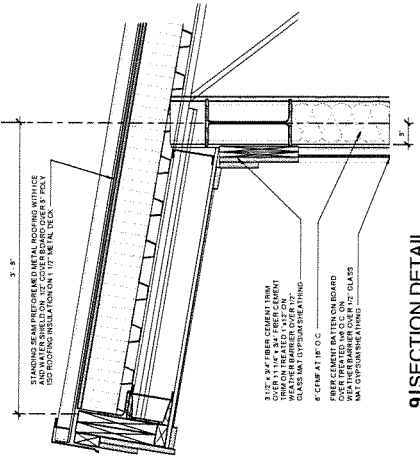


3 WALL SECTION
 SCALE: 1/2" = 1'-0"

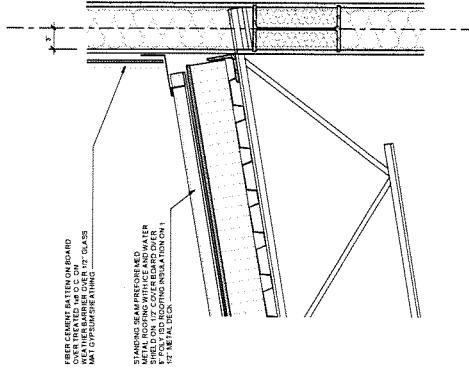


5 WALL SECTION
 SCALE: 1/2" = 1'-0"

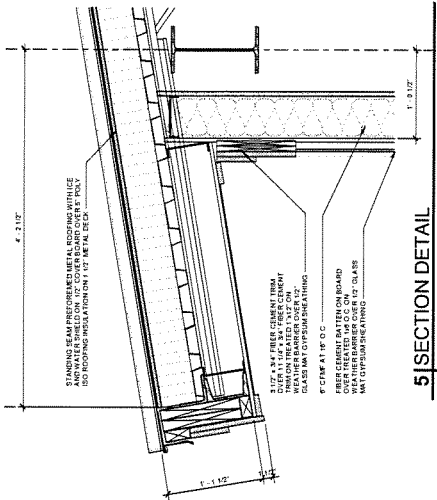
REV	DATE	DESCRIPTION
1	03/23/18	ISSUED FOR PERMIT
2	03/23/18	ISSUED FOR PERMIT



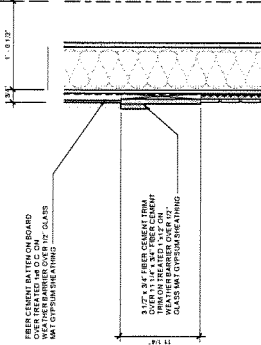
9] SECTION DETAIL
SCALE: 1/16" = 1'-0"



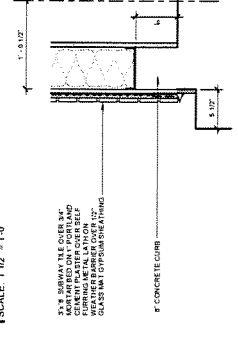
10] SECTION DETAIL
SCALE: 1/16" = 1'-0"



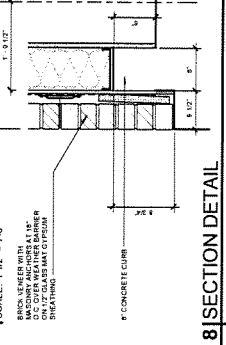
5] SECTION DETAIL
SCALE: 1/16" = 1'-0"



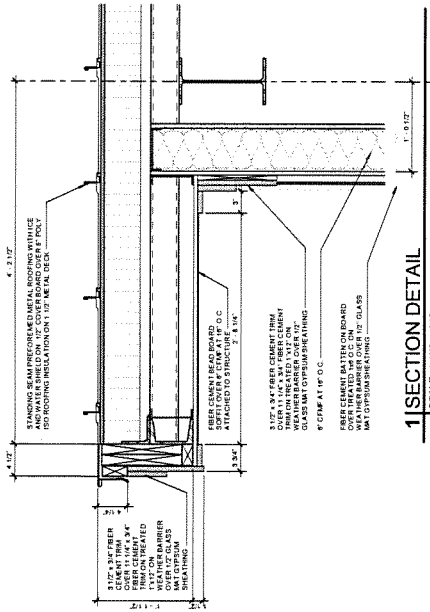
6] SECTION DETAIL
SCALE: 1/16" = 1'-0"



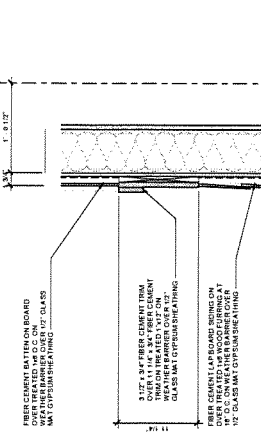
7] SECTION DETAIL
SCALE: 1/16" = 1'-0"



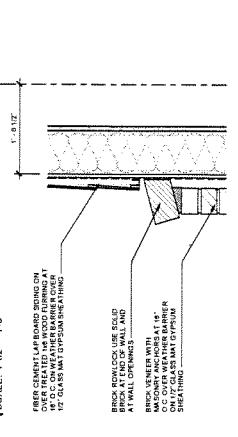
8] SECTION DETAIL
SCALE: 1/16" = 1'-0"



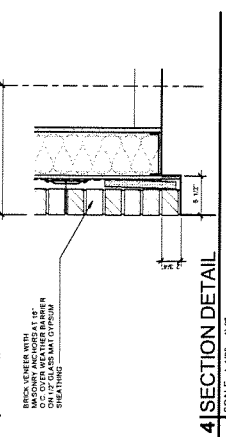
1] SECTION DETAIL
SCALE: 1/16" = 1'-0"



2] SECTION DETAIL
SCALE: 1/16" = 1'-0"



3] SECTION DETAIL
SCALE: 1/16" = 1'-0"



4] SECTION DETAIL
SCALE: 1/16" = 1'-0"

bdg
architecture
+planning
boucher design group

Boucher Design Group, LLC
8802 McInerney, Suite 200
Bellevue, Texas 77601
713.281.1111
www.bdgsg.com

This document is the intellectual property of Boucher Design Group, LLC. It is to be used only for the project and location specified herein. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Boucher Design Group, LLC. 2018



BAYSIDE COMMUNITY CENTER
BACLIFF, TEXAS

GALVESTON COUNTY

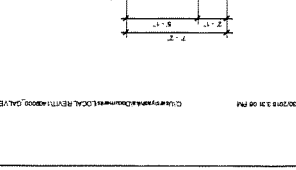
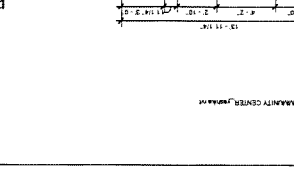
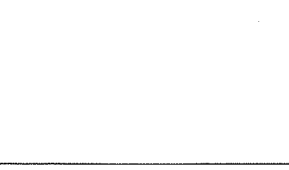
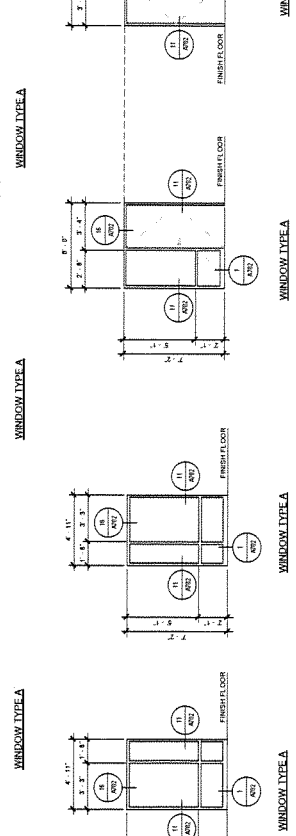
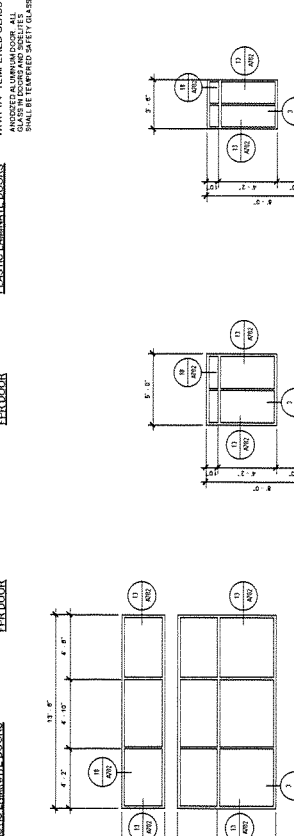
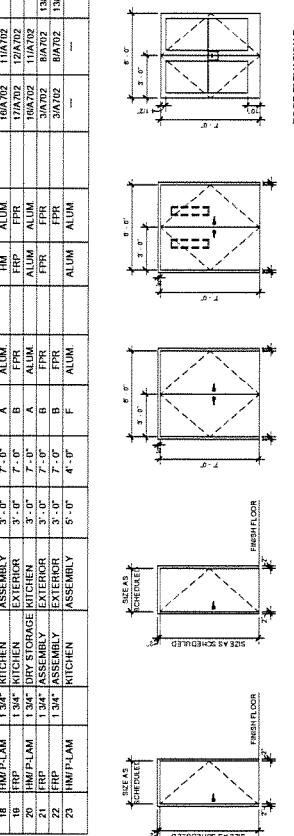
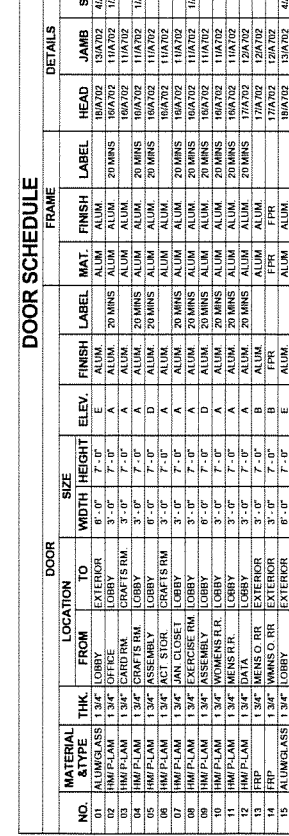
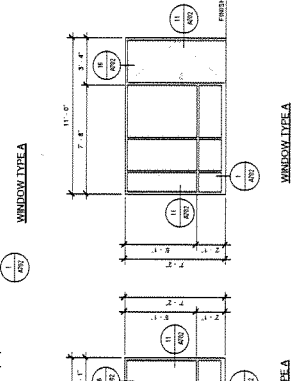
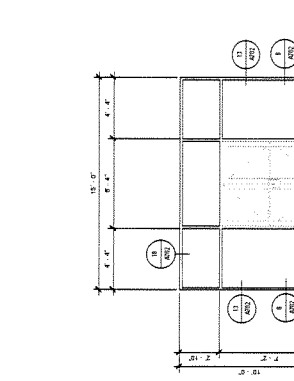
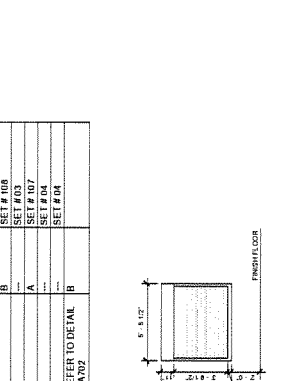
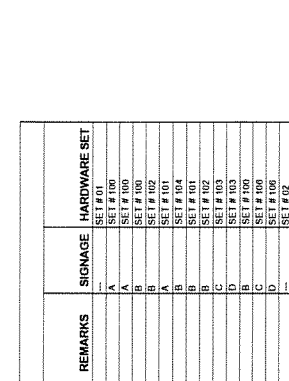
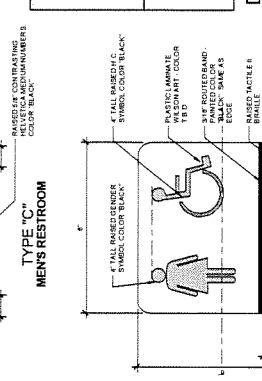
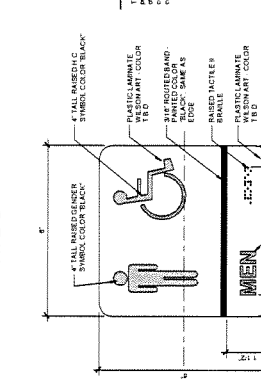
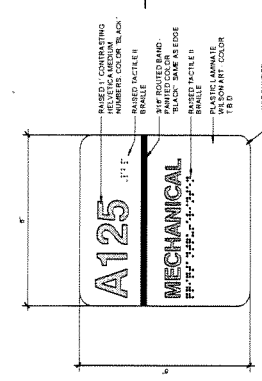
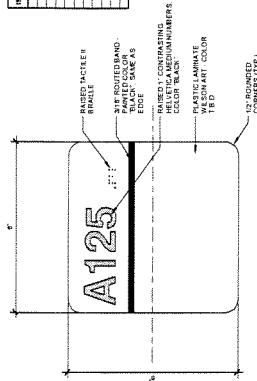
DATE: 02/28/18
PROJECT NO: 148000
DRAWN BY: BPA
CHECKED BY: BPA

SECTION
DETAILS

A403
COMMON: BAYSIDE COMMUNITY CENTER

DOOR SCHEDULE

NO.	MATERIAL & TYPE	THK.	LOCATION		SIZE		ELEV.	FINISH	LABEL	MAT.	FINISH	DETAILS			REMARKS	SIGNAGE	HARDWARE SET
			FROM	TO	WIDTH	HEIGHT						HEAD	JAMB	SILL			
01	ALUM/GLASS	1.34"	LOBBY	EXTERIOR	8'-0"	7'-0"	E	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	13A/702	4A/702	A	SET # 101	
02	HMF/PLAM	1.34"	OFFICE	EXTERIOR	3'-0"	7'-0"	A	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	11A/702	4A/702	A	SET # 100	
03	HMF/PLAM	1.34"	CARD RM	EXTERIOR	3'-0"	7'-0"	A	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	11A/702	4A/702	A	SET # 100	
04	HMF/PLAM	1.34"	ASSEMBLY	EXTERIOR	8'-0"	7'-0"	D	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	11A/702	4A/702	A	SET # 100	
05	HMF/PLAM	1.34"	ASSEMBLY	EXTERIOR	8'-0"	7'-0"	D	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	11A/702	4A/702	A	SET # 101	
06	HMF/PLAM	1.34"	ACT STOR	GRANTS RM	3'-0"	7'-0"	A	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	11A/702	4A/702	A	SET # 104	
07	HMF/PLAM	1.34"	JAN CLOSET	GRANTS RM	3'-0"	7'-0"	A	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	11A/702	4A/702	A	SET # 102	
08	HMF/PLAM	1.34"	EXERCISE RM	LOBBY	3'-0"	7'-0"	A	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	11A/702	4A/702	A	SET # 102	
09	HMF/PLAM	1.34"	ASSEMBLY	LOBBY	3'-0"	7'-0"	A	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	11A/702	4A/702	A	SET # 103	
10	HMF/PLAM	1.34"	ASSEMBLY	LOBBY	3'-0"	7'-0"	A	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	11A/702	4A/702	A	SET # 103	
11	HMF/PLAM	1.34"	ASSEMBLY	LOBBY	3'-0"	7'-0"	A	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	11A/702	4A/702	A	SET # 103	
12	HMF/PLAM	1.34"	BATA	LOBBY	3'-0"	7'-0"	A	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	11A/702	4A/702	A	SET # 103	
13	FRP	1.34"	MENS O RR	EXTERIOR	3'-0"	7'-0"	B	FRP		FRP	FRP	17A/702	12A/702	---	C	SET # 109	
14	FRP	1.34"	MENS O RR	EXTERIOR	3'-0"	7'-0"	B	FRP		FRP	FRP	17A/702	12A/702	---	C	SET # 109	
15	ALUM/GLASS	1.34"	LOBBY	EXTERIOR	8'-0"	7'-0"	E	ALUM.	20 MINS	ALUM.	ALUM.	16A/702	13A/702	4A/702	A	SET # 105	
16	FRP	1.34"	LOBBY	EXTERIOR	8'-0"	7'-0"	D	FRP		FRP	FRP	17A/702	12A/702	---	C	SET # 105	
17	HMF/PLAM	1.34"	EURN STOR	ASSEMBLY	6'-0"	7'-0"	D	PLAM		FRP	FRP	16A/702	11A/702	---	B	SET # 109	OMIT LIGHTS
18	FRP	1.34"	KITCHEN	ASSEMBLY	3'-0"	7'-0"	A	ALUM.		FRP	FRP	16A/702	11A/702	---	B	SET # 109	OMIT LIGHTS
19	FRP	1.34"	KITCHEN	EXTERIOR	3'-0"	7'-0"	B	FRP		FRP	FRP	16A/702	11A/702	---	B	SET # 109	OMIT LIGHTS
20	HMF/PLAM	1.34"	DRY STORAGE	KITCHEN	3'-0"	7'-0"	A	ALUM.		FRP	FRP	16A/702	11A/702	---	A	SET # 107	
21	FRP	1.34"	ASSEMBLY	EXTERIOR	3'-0"	7'-0"	B	FRP		FRP	FRP	30A/702	8A/702	13A/702	A	SET # 107	
22	HMF/PLAM	1.34"	KITCHEN	ASSEMBLY	5'-0"	4'-0"	F	ALUM.		ALUM.	ALUM.	30A/702	8A/702	13A/702	B	SET # 104	REFER TO DETAIL B



architecteure +planning
boucher design group
Boucher Design Group LLC
Members AIA
8602 Nopside, Suite 200
Dallas, TX 75245
Tel: 713 785-3644
www.bdg.com

BAYSIDE COMMUNITY CENTER
BACLIFF, TEXAS
GALVESTON COUNTY

DATE: 02/26/19
PROJECT NO: 140000
DRAWING: SPA
CHECKED BY: SPA

DOOR AND WINDOW TYPES

A701
© COPYRIGHT 2019 BUCHER DESIGN GROUP, LLC

10/20/19 3:29 PM
C:\projects\BAYSIDE COMMUNITY CENTER\140000\DOOR AND WINDOW TYPES.dwg

AREA	DATE	DESCRIPTION
1	03/27/18	ISSUED FOR PERMITS
2	03/27/18	ISSUED FOR PERMITS
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		



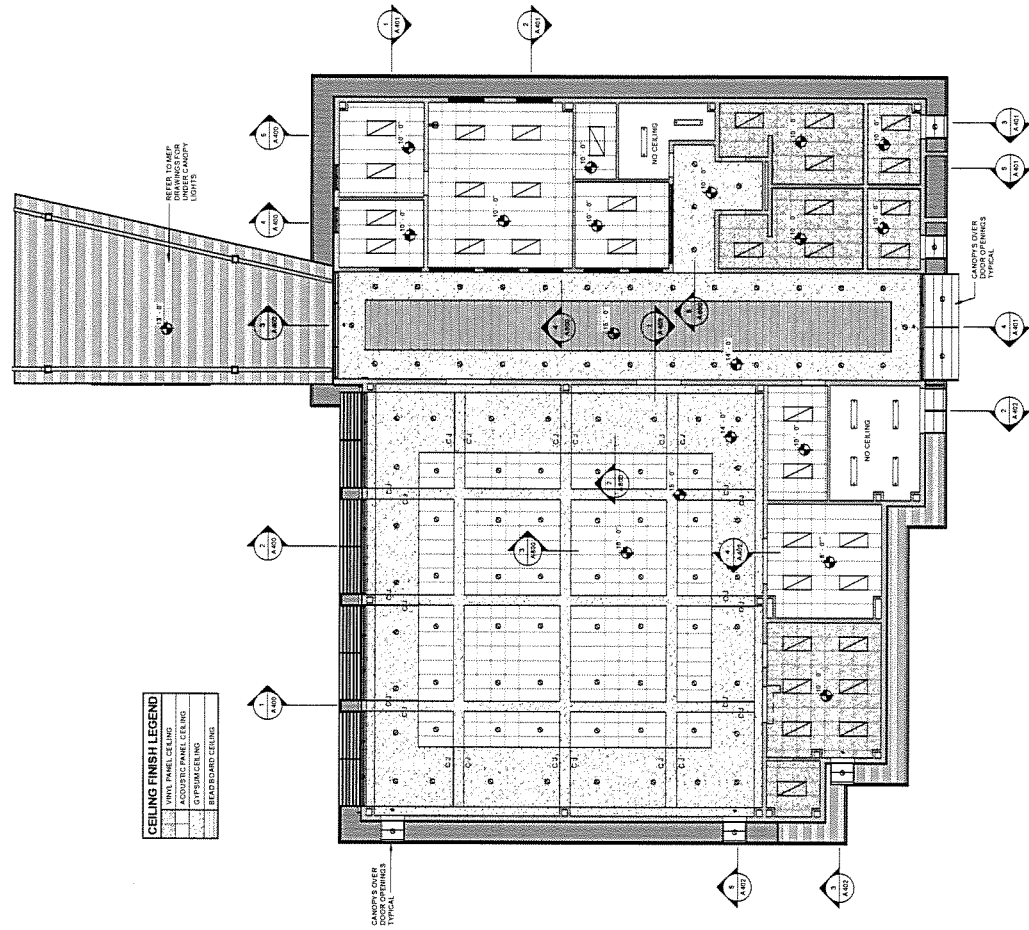
Boucher Design Group, LLC
 Members A.I.A.
 8912 Mapleidge, Suite 200
 Dallas, Texas 75243
 Tel: 713.785.3844
 www.bdg.com

This document is an electronic file of a drawing created by the author and is not to be used for construction without the written consent of Boucher Design Group, LLC. 2018



BAYSIDE COMMUNITY CENTER	
BACLIFF, TEXAS	
GALVESTON COUNTY	
DATE	03/27/18
PROJECT NO.	148000
DRAWN BY	DK
CHECKED BY	DKA

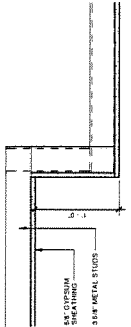
REFLECTED CEILING PLAN



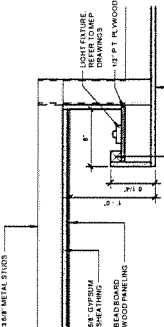
CEILING FINISH LEGEND

1	VINYL PANEL CEILING
2	ACOUSTIC PANEL CEILING
3	GYPSUM CEILING
4	STANDARD CEILING

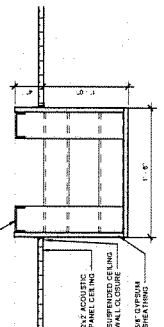
1 | REFLECTED CEILING PLAN
 SCALE: 1/8" = 1'-0"



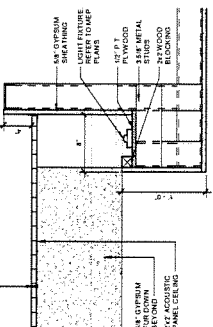
5 | SECTION DETAIL
 SCALE: 1 1/2" = 1'-0"



4 | SECTION DETAIL
 SCALE: 1 1/2" = 1'-0"



3 | SECTION DETAIL
 SCALE: 1 1/2" = 1'-0"



2 | SECTION DETAIL
 SCALE: 1 1/2" = 1'-0"



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

April 4, 2016

RE: ADDENDUM #5
Bid #B161012 Community Center at 64 Acre Park, Bacliff, TX

To All Prospective Proposers,

Attached you will find Addendum #5 for Bid #B161012 Community Center at 64 Acre Park, Bacliff, TX.

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

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

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

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

Sincerely,

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

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

ADDENDUM NO. 5
April 4, 2016

Project:
Bayside Community Center Bacliff, Texas

Prepared by: County Architect
Project No.: 12-006
Prepared for: Prospective Bidders

PART A: NOTICE TO BIDDERS:

Bid Questions, answers, and clarified drawings and specifications are included in the following link to the Bayside Community Center Drawings and Specifications.

Refer to Bayside addenda #5 in the following link:

<https://www.dropbox.com/sh/t1den15luv8hml0/AADeYJhS9u-1fgzZCp9e17XFfa?dl=0>

1. Receipt of all Addenda shall be acknowledged on the Bid Proposal Form. Failure to do so may subject Bidders to disqualification. Each Proposer shall make necessary adjustments and submit his proposal with full knowledge of all modifications, clarification, and supplemental data included therein.
2. These Addenda form part of the Contract Documents and shall be incorporated integrally therewith. Where provisions of the following supplemental data differ from those of previously issued documents, these Addenda shall govern.
3. The following Contract Documents have been issued to date delineating the Work (Project).

Contract Documents	Feb 29, 2016
Addenda No.1	March 3, 2016
Addenda No. 2	March 22, 2016
Addenda No. 3	March 28, 2016
Addenda No .4	March 30, 2106
4. Addenda No. 5 consist of 6 type written pages.

PART B: CHANGES TO BID FORM(s):

1. New Bid Form Provided (updated addenda list)

PART C: CHANGES TO THE PROJECT MANUAL

1. New Bid Form provided dated April 4, 2106
2. Revised Section 01020 Allowances – corrects Materials Testing allowance to \$25,000.

PART D: CHANGES TO THE DRAWINGS

1. None

PARTE: RE-ISSUED DRAWING SHEET (22" x 34")

1. None

PART F: NEWLY ISSUED DRAWING SHEET (22" x 34")

1. None

END OF ADDENDUM

Bayside Community Center

Bid Number B161012
Bid Date April 7, 2106
Bid Time 2:00 p.m.

BID FORM

1. **OWNER:** Galveston County
2. **PROJECT:** Bayside Community Center
3. **SUBMITTED BY:**

Bidder Name

Bidder Address

Bidder Phone Number

Bidder e-mail or website

4. **BID:**

This Bid is for general construction to renovate the site and building at 823 Grand Avenue Bacliff, Texas.

- A. Having examined the drawings and Project Manual dated July 27, 2015, and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the various items of work listed below for the sum or sums set forth below.
- B. In submitting this Bid, the undersigned, agrees to the following:
 01. Hold the Bid open for acceptance for 60 days from the submission of Bid.
 02. Accept the right of the Owner to reject any, or all Bids, to waive formalities, and to accept the Bid which the Owner considers most advantageous to him.
 03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in Bid amount added to, or subtracted from, the Contract.
 04. Complete the Work within the stipulated Contract Time.
- C. Furnish insurance.
- D. The undersigned acknowledges that being notified that he has the best responsible Bid does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Bid or tentative award and that any rights the Bidder may obtain will arise only upon execution of the Contract.

5. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1	March 3, 2106	initial here _____
Addenda 2	March 22, 2106	initial here _____
Addenda 3	March 28, 2106	initial here _____
Addenda 4	March 30, 2106	initial here _____
Addenda 5	April 4, 2106	initial here _____

Bayside Community Center

Bid Number B161012
Bid Date April 7, 2106
Bid Time 2:00 p.m.

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

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

7. Contingency Allowance : The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Bid lump sum (item 6) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

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

8. Total Bid: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The sum of items 6 & 7 above):

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

9. CONTRACT TIME: Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within _____ calendar days or before date.

10. OH&P FOR CHANGES IN THE WORK:

The overhead and profit applied to any change of scope of work will be set as follows:

____ % Overhead

____ % Profit

Bidders Printed Name:

Bidders Address:
.....

Bidders Phone Number

Signatory's Printed Name:

Signatory's Position/Title:

Signature: date.....

Bayside Community Center

Bid Number B161012
Bid Date April 7, 2106
Bid Time 2:00 p.m.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Bid \$ _____

The cost of labor, profit, materials not in-place and all other charges in the Base Bid..... \$ _____

TOTAL: (Must agree with Bid total above)..... \$ _____

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

Provide a completed copy of "AIA A305 Qualification Statement" or an equivalent form providing similar information with the Bid Form. Contractors who have successfully performed work for Galveston County are not required to submit this form but are encouraged to submit a qualification form.

END OF SECTION

**SECTION 01020
ALLOWANCES**

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section.

PART 1 - GENERAL

A. SCOPE

1. The Contractor shall include in his proposal the allowances stated in this and following Sections of the Project Manual. Allowance may pertain to purchase and delivery only, or to purchase, delivery, and installation, or to services only, or to contingency fund.
2. All of the Contractor's overhead and profit (includes bond, insurance, etc) shall be included in the base proposal for listed allowance items whether such sums are used in the completion of the project or not. (example - if the allowance price is \$1,000.00 and OH&P as determined by the Contractor is 14%, the 14% (\$140.00) would be included in the base price and a full \$1,000.00 in the allowance fund. If the \$1,000.00 is not spent the \$140.00 remains part of the Contractor's remuneration.)
3. If the allowance is stated for purchase and delivery only, all of the Contractor's handling costs on site and other expenses contemplated for the allowance material and equipment shall be included in the allowance.
4. If the allowance is stated for purchase, delivery, and installation, all of the Contractor's handling costs on site and other expenses contemplated for the allowance material and equipment shall be included in the allowance.
5. If the allowance is stated for services only, all of the Contractor's handling costs on site and other expenses contemplated for the services shall be included in the allowance.
6. If the allowance is stated for contingency, all of the handling costs on site and other expenses contemplated for the allowance material and equipment shall be included in the allowance.
7. The Contractor shall purchase the allowance materials and equipment as directed by the Architect in writing. If the actual cost of the required work is more or less than all the allowance estimates, the Contract Sum will be adjusted accordingly by Change Order at the conclusion of the project.
8. The Architect cannot certify applications for payment of any allowance item unless a fully executed Allowance Authorization is on file with the Owner, Architect, and Contractor.

PART 2 – ALLOWANCES

B. ITEMS

1. Tele/Data Allowance:

Contractor shall include in the Base Proposal the sum listed. Contractor shall proceed with the work in question only after receiving written directions executed by the Owner and the Architect. Owner will not be obligated to pay the cost of any work performed without prior written authorization.

Sum of Tele/Data Allowance \$35,000

2. Contingency Allowance:

Contractor shall include in the Base Proposal the sum listed as a contingency to cover the cost of items not shown on the Contract Documents. Contractor shall proceed with the work in question only after receiving written directions executed by the Owner and the Architect. Owner will not be obligated to pay the cost of any work performed without prior written authorization.

Sum of Contingency Allowance..... 5% of the Base Proposal Sum

3. Testing Allowance:

Contractor shall include in the Base Proposal the sum listed to cover the cost of testing during construction. Contractor shall proceed with the testing work only after receiving written directions executed by the Owner and the Architect. Owner will not be obligated to pay the cost of any work performed without prior written authorization.

Sum of Testing Allowance \$25,000

4. Building Pad Allowance:

Contractor shall include in the Base Proposal the sum listed to cover the cost of the building pad. The soils investigation is not complete at bid time therefore the specification of the building pad is not known at this time. This allowance assumes there will be at least 18 inches of existing soil removed and 3 foot of select fill placed to create the pad. Contractor shall proceed with the work in question only after receiving written directions executed by the Owner and the Architect. Owner will not be obligated to pay the cost of any work performed without prior written authorization.

Sum of Building Pad Allowance..... \$40,000

END OF SECTION