



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 11, 2016

RE: ADDENDUM #1
RFP #B161013, Freddiesville Area Water Line Replacement and Paving Improvements

To All Prospective Proposers,

Attached you will find Addendum #1 for RFP #B161013 Freddiesville Area Water Line Replacement and Paving Improvements.

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

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

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

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

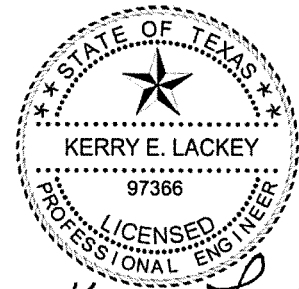
Sincerely,

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

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

ADDENDUM NO. 1

DATE: April 11th, 2016
TO: All Plan Holders of Record
FROM: HDR Engineering, Inc.
4828 Loop Central Drive, Suite 800
Houston, Texas 77081
PROJECT: Freddiesville Area Water Line Replacement & Paving Improvements
Galveston County, Texas
Galveston County RFP #B161013/HDR Job No.: 14-068



Kerry Lackey
April 11, 2016

This addendum forms a part of the Contract Documents and modifies the original specifications, drawings and addenda, as noted below. Unaltered provisions and drawings of the Contract Documents shall remain in effect. Acknowledge receipt of this Addendum in the space provided on the bid form. Failure to do so may subject the bidder to disqualification.

1. Water Line Bid Form: Replace Water Line Bid Form WATER – 8 with **Revised Water Line Bid Form WATER – 8**. An amount of \$20,000 has been specified for the miscellaneous cash allowance for pipeline and railroad crossing requirements.
2. **Clarification:** Response from Geotechnical Engineer on limits of subgrade material beyond pavement. **1-foot subgrade beyond the pavement is acceptable**. Please refer to Sheet 5 of the Drawings for Roadway Typical Sections.
3. **Clarification:** Response from Geotechnical Engineer on allowing existing soil material for backfill of proposed water line. **Clays, sands, silt and silty clays were encountered in our borings. Clays are generally suitable for backfill. However, the soil moisture content changes seasonally. If the clays become wet during construction, they need to be dried out (weather permitting). Sands may create perched water and experience pumping during wet season. Sands can be used as backfill if dry during construction. Silts and silty clays are not suitable for used as backfill. The presence of unsuitable soils should be evaluated at the time of the construction.**
4. Water Line Bid Form: Replace Water Line Bid Form WATER – 9 with **Revised Water Line Bid Form WATER – 9**. Supplemental Item 36A was added for select fill bedding material.

END OF ADDENDUM NO. 1

Galveston County
Freddiesville Area Waterline Replacement and Paving Improvements

Exhibit "A"

BID PROPOSAL

ITEM NO.	EST. QUAN.	UNIT	DESCRIPTION OF ITEM AND UNIT PRICES (IN WORDS AND NUMERALS)	UNIT PRICE	TOTAL AMOUNT
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30	40	L.F.	Abandon existing water line and steel casing at TCT Railway (sheet 47), including capping ends of steel casing and cut, plug, and removal of existing asbestos water line per OSHA Standard CFR 1926.1101, complete in place, the sum of: _____ Dollars & _____ Cents	\$ _____	\$ _____
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31	1	L.S.	Miscellaneous allowance for Pipeline and Railroad crossing requirements, complete in place, the sum of: Twenty Thousand _____ Dollars & Zero _____ Cents	\$20,000.00	\$20,000.00
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C. SUPPLEMENTAL ITEMS-WATERLINE

32	500	C.Y.	Install extra cement stabilized sand, complete in place the sum of: _____ Dollars & _____ Cents	\$ _____	\$ _____
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33	2,000	L.F.	Well pointing system for water mains, all depths, complete in place the sum of: _____ Dollars & _____ Cents	\$ _____	\$ _____
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Galveston County
Freddiesville Area Waterline Replacement and Paving Improvements
Exhibit "A"

BID PROPOSAL

ITEM EST. NO.	QUAN.	UNIT	DESCRIPTION OF ITEM AND UNIT PRICES (IN WORDS AND NUMERALS)	UNIT PRICE	TOTAL AMOUNT
34	2,000	L.F.	Wet condition bedding for water mains, complete in place the sum of: _____ Dollars & _____ Cents	\$ (\$5.00)*	\$ _____
35	5	E.A.	Installation and removal of piezometer, complete in place the sum of: _____ Dollars & _____ Cents	\$ (\$1,000.00)*	\$ _____
36	12	E.A.	Brace, support, and protect utility structures as per Utility Company's requirement, complete in place the sum of: _____ Dollars & _____ Cents	\$ (\$800.00)*	\$ _____
36A	932	C.Y.	Install extra select fill, complete in place the sum of: _____ Dollars & _____ Cents	\$ (\$15.00)*	\$ _____

* Minimum Bid Price determined prior to Bid. Can be increased by the Bidder by crossing out the Minimum and noting revised price on the line above

(H) TOTAL ESTIMATED COST WATERLINE (TOTAL BASE BID ITEMS (A+B+C))

_____ Dollars &
_____ Cents



Texas General Land Office - Disaster Recovery

Form 6-2 Wage Rate Issuance Notice

The Davis-Bacon Act requires a valid Wage Decision be included in the bid package and construction contract specifications before bids are opened and be in effect on the date of the construction contract award. Obtain the most current Davis-Bacon wage decisions at www.wdol.gov

GLO Contract #: 13-465-000-7974

Grantee Name: Galveston County

GLO-DR Contract #: DRS 220052

Labor Standards Officer Name: Jill Hooks (Traylor & Associates, Inc.)

Address: P.O. Box 850 Kirbyville, TX 75956

Phone #: 903.262.5221

I have determined the following General Wage Decision to be applicable for this construction work:**

**Wage Decision Number: TX56 M0

Published: 1-8-2016

Type of Work (check one): Heavy Highway Building Residential

Description of Bid Activity Street Improvements to Freddieville BIDS

Estimated Bid Opening Date: April 20, 2016

ISSUED BY:

Name: Jill Hooks Title: LSO

Address: P.O. Box 850 City: Kirbyville

State: TX Zip: 75956 Phone No: (903) 262.5221

****Attach wage decision to this form and retain in local files. Do not send a copy to GLO-DR****

This form effective 9/10/2012

General Decision Number: TX160056 01/08/2016 TX56

Superseded General Decision Number: TX20150056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER		
Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade Servicer.....	\$ 11.67	
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.06	
Asphalt Paving Machine.....	\$ 14.32	
Broom or Sweeper.....	\$ 12.68	
Concrete Pavement Finishing Machine.....	\$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71	
Concrete Saw.....	\$ 13.99	
Crane, Hydraulic 80 Tons or less.....	\$ 13.86	
Crane, Lattice boom 80 tons or less.....	\$ 14.97	
Crane, Lattice boom over 80 Tons.....	\$ 15.80	
Crawler Tractor.....	\$ 13.68	
Excavator, 50,000 pounds or less.....	\$ 12.71	
Excavator, Over 50,000		

pounds.....	\$ 14.53
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
Servicer.....	\$ 13.97
Steel Worker	
Reinforcing Steel.....	\$ 15.15
Structural Steel Welder.....	\$ 12.85
Structural Steel.....	\$ 14.39
TRUCK DRIVER	
Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46
Single or Tandem Axle Dump..	\$ 11.48
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

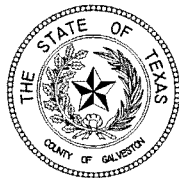
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION

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THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

April 18, 2016

RE: ADDENDUM #2
RFP #B161013 Freddiesville Area Water Line Replacement and Paving Improvements

To All Prospective Proposers,

Attached you will find Addendum #2 for RFP #B161013 Freddiesville Area Water Line Replacement and Paving Improvements..

OPENING DATE:

RFP #B161013 Freddiesville Area Water Line Replacement and Paving Improvements originally scheduled to be opened on Wednesday, April 20, 2016 at 2:00 P.M has been re-scheduled. The new deadline for submitting a proposal is as follows:

Date: Wednesday, April 27, 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,

r.g.
Rufus Crowder

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

ADDENDUM NO. 2

DATE: April 18th, 2016
TO: All Plan Holders of Record
FROM: HDR Engineering, Inc.
4828 Loop Central Drive, Suite 800
Houston, Texas 77081
PROJECT: Freddiesville Area Water Line Replacement & Paving Improvements
Galveston County, Texas
Galveston County RFP #B161013/HDR Job No.: 14-068



Kerry Lackey
4-18-16

This addendum forms a part of the Contract Documents and modifies the original specifications, drawings and addenda, as noted below. Unaltered provisions and drawings of the Contract Documents shall remain in effect. Acknowledge receipt of this Addendum in the space provided on the bid form. Failure to do so may subject the bidder to disqualification.

1. **Insurance Requirements for Railroad Crossing:** Contractors shall provide insurance required by the Texas City Terminal Railway Company (see page 6 of 7 of the attachment). Attached is the **Port of Texas City Right of Entry Agreement** which has terms and condition for work on Texas City Terminal Railway Company property.
2. **Clarification:** No additional payment will be made for meeting requirements of the railroad company including any insurance requirements and shall be incidental to pay items pertaining to work within Texas City Terminal Railway Company property (i.e. items 7 & 30 of the WATER bid proposal).

END OF ADDENDUM NO. 2

**PORT OF TEXAS CITY
RIGHT OF ENTRY AGREEMENT**

This Right of Entry Agreement (this "Agreement"), by and between _____ (the "Permitee") and the Texas City Terminal Railway Company d/b/a the Port of Texas City ("Terminal") is entered into on _____, 20__.

Permitee has been retained by _____ for the purpose of _____

_____ (the "Work") on and across _____

_____ owned by Terminal (the "Terminal Land").

AGREEMENTS

Terminal has agreed to grant Permitee a right of entry in, on, over, under, through and across the Terminal Land in accordance with the terms and conditions set forth below. Terminal and Permitee hereby agree as follows:

1. Permitee. The term "Permitee" as used herein includes Permitee, its employees, agents, representatives and all of its contractors, subcontractors and any other person or entity acting under it or its authority.

2. Right of Entry. Terminal hereby grants Permitee the right, during the Term of this Agreement and subject to all of its terms, provisions and conditions, to enter upon and have ingress to and egress from the Terminal Land for the sole purpose, and only for the purpose, of conducting the Work. At all times while on Terminal Land, Permitee, and its employees and subcontractors, shall maintain a copy of this Agreement in their possession for inspection by Terminal.

3. Term and Termination. The Term of the right of entry herein granted shall commence on _____, and shall end on _____, or upon the completion of the Work on the Terminal Land, whichever is earlier (the "Term"). Provided, however, the provisions of Exhibit A shall apply to Permitee in the event Permitee should enter onto the Terminal Land for the purpose(s) of conducting the Work, either before or after the Term, and shall likewise apply during the Term should Permitee enter onto the Terminal Land for any purpose regardless of whether the purpose of entry was authorized by this Agreement or otherwise. This Agreement, and the permissions herein granted, may be terminated by either party with 24 hours written notice.

4. Terms and Conditions of Exhibit A. The terms and conditions of **Exhibit A**, attached hereto, are hereby made a part of this Agreement as if fully set forth herein. The terms used herein shall have the same meaning when used in **Exhibit A**. Permitee expressly represents that Permitee has read, understands and agrees to the terms and conditions listed on Exhibit A (including the **RELEASE** and **INDEMNITY** provisions), and that **Exhibit A** is an integral part of this Agreement.

5. Notice of Entry and Completion of Work. Prior to Permittee (including its agents, servants, employees or contractors) entering onto the Terminal Land pursuant to this Agreement, Permittee shall provide Terminal written notice of the names, addresses and employers of all persons entering onto the Terminal Land and the expected duration of each person's entry. Upon request, Permittee shall also provide Terminal with a written work plan which generally describes the Work to be performed by the Permittee on the Terminal Land, and the days on which Permittee proposes to conduct the Work. Permittee shall notify Terminal in writing of the completion of the Work within five (5) days of such completion.

6. Notices. All notices due Terminal hereunder shall include the T-File Number and shall be sent by United States Mail and facsimile or hand delivery to:

President and Executive Director
Texas City Terminal Railway Company
2425 SH 146 North
Texas City, Texas 77590
Phone (409) 945-4461
Fax (409) 945-8479

Unless otherwise indicated to Terminal in writing, all notices made to Permittee shall be sent by United States Mail or facsimile to the person and address listed on the signature block for Permittee.

7. Authority. The person executing this Agreement on behalf of Permittee warrants and represents that such person is duly authorized and empowered to execute and deliver this Agreement on behalf of Permittee.

EXECUTED in duplicate originals this _____ day of _____,
20__.

TEXAS CITY TERMINAL RAILWAY
COMPANY

By: _____
Its President & Executive Director

[Insert Permittee company name]

By _____
Its: _____
Address: _____
Phone: _____
Fax: _____

EXHIBIT A TO PORT OF TEXAS CITY RIGHT OF ENTRY AGREEMENT

The following terms and conditions are a part of the Texas City Terminal Railway Company Right of Entry Agreement as if fully set forth therein.

1. No Interference with Railroad or Other Operations. The Work and any other activities or operations performed by Permittee on the Terminal Land shall not cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of Terminal, its lessees, licensees or others unless otherwise specifically authorized in writing by Terminal. Permittee shall not conduct the Work, or any activities or operations on the Terminal Land, in a manner that would impair the safety of the Terminal Land or the safe use of the tracks, property and facilities of Terminal, its lessees, licensees or others. Permittee shall not cross track or roadways on the Terminal Land except at existing open public crossings. Further, when not in use and when otherwise permitted by this Agreement, Permittee's machinery, equipment and materials shall not be kept or stored within fifty feet (50') from the centerline of the nearest track or the edge of the nearest roadway. Terminal may refuse to allow any entry by Permittee onto the Terminal Land if Permittee's anticipated activities or operations might interfere with the operations of Terminal or its lessees, or if the prior notice provisions are not complied with in full.

2. Compliance with the Law and Safety Provisions. Permittee shall secure all necessary permits and shall strictly comply with all applicable valid federal, state and local laws, governmental regulations, municipal ordinances, administrative rules and regulations, as now or hereafter may be promulgated (including all federal and state environmental laws and regulations, occupational safety and health acts and regulations, laws and regulations relating to pipelines and all Railroad Administration regulations). The Work and any other activity or operation of Permittee on the Terminal Land shall be performed in a good and workmanlike manner, shall meet proper engineering standards and practices, and shall be performed in compliance with applicable safety standards. Permittee shall promptly notify Terminal of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the Work, or any other activity or operation performed by Permittee on the Terminal Land. Permittee shall have a non-delegable duty to control its employees while they are on the Terminal Land, or any other property of Terminal, and to be certain they do not use, be under the influence of, or have in their possession, any alcoholic beverage, drug, narcotic, or any other substance that may inhibit the safe performance of the Work by the employee. Permittee also agrees that:

- a) Permittee will take all actions and implement protections reasonably necessary to ensure that the Work, or any other activity or operation of Permittee on the Terminal Land, and equipment, materials and substances generated or brought onto the Terminal Land, pose no threat to the safety or health of persons or the environment, and cause no injuries to persons or damage to property (real or personal) of the Terminal, its lessees, licensees or of any other person, property, pipelines, railroad, or other structures on the Terminal Land.
- b) All equipment, pipe and other materials shall be placed, stored and operated in such manner as to be clear of all railroad tracks and service roadways. No railroad track shall be blocked or have proper clearance impaired at any time. Minimum clearance of railroad tracks must be fifteen feet (15') measured on a perpendicular line from the centerline of nearest railroad track.
- c) Materials, supplies, equipment, tools and similar items shall not be stored on the Terminal Land except at sites previously approved by Terminal.
- d) When crossing pipelines on the Terminal Land, and prior to the Work, Permittee shall ascertain the exact location of any pipelines in the area of the Work by conference with the respective owners thereof and any other necessary means. Permittee shall take all other actions necessary to ensure that its activities and operations do not contact, damage or rupture any pipeline on the Terminal Land or any other Terminal property.

- e) Permittee shall use only so much of the surface of the Terminal Land as is reasonably necessary to perform the Work, and shall never use any other portion of the Terminal Land for any other purpose whatsoever.
- f) All open excavations shall be barricaded and illuminated with warning lights. There shall be no such excavation within fifteen feet (15') of any railroad track centerline or ten feet (10') from the edge of any roadway, measured horizontally. All reasonable precautions shall be taken to fence, or otherwise properly secure, all excavating, digging, drilling, testing and other work areas at all times and limit the number of personnel on the Terminal Land to a minimum.
- g) If the Work is to be conducted in waterfront areas and upon dock facilities, Permittee shall carefully coordinate the timing and location of the Work with Terminal.

Permittee understands and agrees that the above specifications are only general minimum specifications, and that the Work may require additional or more specific specifications and that Permittee is not and shall not rely on the above specifications as being sufficient to meet all governmental requirements or safety or industrial standards. **In addition to the releases contained in Sections 6 and 8, Permittee also RELEASES AND DISCHARGES Terminal from any liability or claims relating to Terminal's review, comment or approval of Permittee's operations or activities on the Terminal Land.**

3. Restoring Premises. Following the completion of the Work on the Terminal Land or upon the expiration of the Term of this Agreement, Permittee shall, at its own cost, remediate any property damage (including any excavation, unsafe or unsightly condition, construction material or debris and any hazardous materials, petroleum products or other Foreign Substances (as defined below) caused by the Work or any other activity or operation of Permittee on the Terminal Land to the condition existing prior to Permittee's entry onto the Terminal Land irrespective of the cost of restoring the Terminal Land to its prior condition (the "Restoration Work"). The Restoration Work includes, but is not limited to, the remediation, clean-up and removal of Foreign Substances provided below. If Permittee fails to perform or complete the Restoration Work, Terminal may (at its option) conduct the Restoration Work and Permittee hereby agrees to reimburse Terminal for Terminal's cost and expense in conducting such Restoration Work. In such event, Permittee waives any challenge to the cost, expense or the extent of the Removal Work conducted by Terminal. No state or federal statute of limitation or other time bar limitation shall apply to Permittee's obligations under this Section and Permittee hereby waives the same. This Section shall survive the termination, cancellation or expiration of the Term of this Agreement.

4. ENVIRONMENTAL CONDITION AND CLEAN-UP. Permittee hereby warrants that it shall conduct the Work, Restoration Work and any other operations and activities on the Terminal Land in such a manner as to prevent the escape, release or discharge of any hazardous material, petroleum product or other foreign substance or material (collectively "Foreign Substances") onto the surface, or into the subsurface, of the Terminal Land or any other Terminal property, or in or onto any of the waters in, on or abutting the same. In the event of any escape, release or discharge caused by the Work or any other operation or activity of Permittee on the Terminal Land, irrespective of the ownership of such Foreign Substance, Permittee hereby agrees that it shall, at no cost or expense to Terminal: (i) promptly report any such escape, release or discharge to Terminal and to the appropriate local, state and/or federal environmental authorities, if required by applicable regulation or law; (ii) shall promptly remediate, clean-up and remove such Foreign Substance; and (iii) make lawful disposal of such Foreign Substance and all materials impacted by such Foreign Substance in the name of Permittee and in full compliance with all statutes and governmental rules and regulations applicable thereto. No state or federal statute of limitation or other time bar limitation shall apply to Permittee's obligation under this Section and Permittee hereby waives the same. This Section shall survive the termination, cancellation or expiration of the Term of this Agreement.

5. Security. Permittee is solely responsible for the security and safety of its Work site, its employees, contractors and subcontractors, including security from acts of terrorism, vandalism, theft, burglary or other criminal acts; notwithstanding any security measures that might be taken or undertaken by Terminal.

6. RELEASE AND INDEMNITY.

6.1 Subject only to the proportionate responsibility and liability allocation provisions set forth in Subsections 6.2 and in supplement and addition to Section 4, Permittee hereby agrees to **INDEMNIFY, DEFEND** (upon Terminal's request), and **HOLD HARMLESS** Terminal, as well as Terminal's parent entities, subsidiaries, affiliates and members, including the officers, directors, employees, agents, and representatives of each of them (collectively, the "Terminal Parties") from and against all claims, lawsuits, actions, proceedings, losses, costs, damages, injuries, assessments, fines, penalties, liens, reasonable and necessary attorneys' fees, consulting experts' fees and expenses and court costs, or awards of any kind or nature whatsoever, including any loss of or damage to Terminal's real or personal property or its business operations (regardless of whether a third party asserts a claim), and the loss of or damage to any property, or injury to or death of any person, asserted by any person, firm, governmental agency or corporation whomsoever (including, without limitation, Permittee, its employees, invitees, contractors and sub-contractors or their employees and Terminal's employees, invitees and tenants, contractors, sub-contractors and their employees, including survivors claiming under the wrongful death statute) that relate to, arise out of, or are otherwise connected with (1) the Work or any other activity or operation on the Terminal Land by or on behalf of Permittee, (2) Permittee's entry onto the Terminal Land or other land of Terminal, (3) injury or death to persons coming onto the Terminal Land or other land of Terminal, to perform any service in connection with the Work or any other activity or operation of Permittee on the Terminal Land, or (4) the escape, release, migration, explosion, burning, inhalation of, or exposure to any substance, including Foreign Substances, that was physically brought onto the Terminal Land by Permittee or that was caused directly or indirectly by Permittee, irrespective of any of the above circumstances whether such Liabilities, property loss or damage, personal injury, or death occurs within the limits of the Terminal Land or beyond the limits of the Terminal Land or such circumstances occur after the Term of this Agreement (collectively, "Liabilities" and/or "Liability"). **Subject to Subsection 6.2, the term Liabilities or Liability shall include Liabilities arising from the Terminal Parties' own past, present or future negligence or strict liability, including Liabilities under CERCLA, RCRA, the Texas Water Code or Health and Safety Code or any other state or federal strict liability law or regulation.**

6.2 If either (i) an agreement between the Terminal and Permittee (or their respective insurers) is reached, or (ii) a final, non-appealable judgment or order is issued by a judicial, regulatory, or arbitral body or authority with proper jurisdiction over the subject matter in question is rendered, holding that Terminal was more than fifty-percent (50%) negligent for a Liability, the indemnity obligations of Permittee under Subsection 6.1 and the release obligations of Permittee under Subsection 6.3 shall be limited to the remaining percentage(s) of the Liability not attributable solely to Terminal's negligence.

6.3 Subject only to the proportionate responsibility and liability allocation provisions set forth in Subsection 6.2, Permittee hereby **RELEASES** the Terminal Parties from and **ASSUMES FOR ITSELF** all Liabilities. Permittee hereby further **RELEASES** the Terminal Parties from and **ASSUMES FOR ITSELF** all Liabilities and other claims, causes of actions, losses, costs, damages or injuries, which are caused by, arise out of or in connection with, or are related to any lapse in or failure to provide security by Terminal or other persons, acts of terrorism, vandalism, theft, burglary or other criminal acts, war, acts

of God, fire, explosion or flood. Moreover, in no event shall the Terminal Parties be **RESPONSIBLE OR LIABLE** to Permittee, and Permittee hereby **RELEASES AND DISCHARGES** the Terminal Parties for latent or patent defects or faults, if any, in the Terminal Land, or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, pipelines or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any map or plat of the Terminal Land.

6.4 Permittee shall have thirty (30) days after receipt of notice of possible Liabilities to assume and control the defense of such Liabilities at its expense. Any delay in providing notice or tendering the defense of such Liabilities shall not affect or limit the Terminal Parties' rights of indemnity under this Agreement. Counsel selected by Permittee pursuant to this Section shall be subject to the approval (such approval not to be unreasonably withheld, delayed, or conditioned) of Terminal. However, Terminal may elect to defend any possible Liabilities if Terminal in good faith determines that there is a conflict of interest (or a reasonable likelihood for a conflict of interest) between any of the parties involved in the Liabilities (*e.g.*, if the respective negligence of the parties hereto is at issue). Under such circumstances, Terminal may elect to defend any such Liabilities on its own behalf or the Terminal Parties' behalf. Likewise, if Permittee elects not to defend against any such Liabilities on behalf of the Terminal Parties, then it shall promptly so notify Terminal and, in such event, Terminal shall thereupon be entitled, at its option, to assume and control the defense of such Liabilities through counsel of its choice. In the event that either Permittee does not elect to conduct the defense or that Terminal chooses to control its own defense as provided herein, within sixty (60) days of receiving a request for payment or reimbursement, Permittee shall pay the reasonable costs and expenses of such defense, including attorneys' fees, if and to the extent required under this Agreement, and shall reasonably cooperate with Terminal in such defense. Notwithstanding anything in this Agreement, if Terminal is not controlling the defense of Liabilities, the Terminal may participate in such defense with counsel of its choice at its own expense. Permittee may not settle any Liabilities being defended on behalf of Terminal without the prior written consent of Terminal, such consent not to be unreasonably withheld, delayed, or conditioned.

6.4 This Section shall survive the termination, cancellation or expiration of the Term of this Agreement.

7. **Insurance.** Permittee represents, covenants and warrants that it and any contractor, subcontractor or consultant or other person retained by or on behalf of Permittee to perform work or activities on the Terminal Land shall: (a) maintain workers' compensation insurance in accordance with applicable laws; (b) maintain appropriate liability insurance to cover liabilities that could occur in connection with Work or any other activity or operation to be performed on the Terminal Land of a type and amount reasonably available and reasonably acceptable to Terminal, with limits of at least \$1,000,000 per occurrence and \$3,000,000 in general aggregate, or an amount for which Permittee is insured as an additional insured, whichever amount is greater (but not less than the limits that are otherwise then customarily and regularly being maintained by such persons) and ensure (i) that the insurance includes contractor liability coverage and pollution liability coverage insuring actions undertaken on the Terminal Land and (ii) that the applicable policies will also name Terminal as an additional insured on its policies and waive all subrogation against Terminal; (c) provide appropriate documentation of this coverage and additional insured status to Terminal prior to initiating activities on the Terminal Land; and (d) ensure that the applicable policies shall not be canceled, materially changed or have coverage reduced without thirty (30) days prior written notice to Terminal.

8. Taxes, Claims and Liens. Permittee shall fully pay for all materials joined or affixed to and labor performed upon the Terminal Land and shall not permit any mechanic's or materialman's lien of any kind or nature to be levied or enforced against the Terminal Land for any work done or materials furnished thereon at the instance or request or on behalf of Permittee. Permittee shall also promptly pay and discharge all taxes, charges and other governmental assessments levied upon, in respect to, or on account of the Work or any other activity or operation of Permittee on the Terminal Land. **Permittee shall RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS Terminal from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished as provided in Section 6.** This Section shall survive the termination, cancellation or expiration of the Term of this Agreement.

9. Non-Assignability. Permittee shall not have the right to permit the use of the Terminal Land by any other person or entity, nor assign any right, privilege, duty or obligation of Permittee, without the prior express written consent of Terminal. If Terminal consents to any such assignment or subcontracting, the assignee/subcontractor shall be liable under all provisions hereof the same as if it had been a party signatory hereto. Moreover, even if Terminal consents to an assignment or subcontracting of Permittee's obligations hereunder, Permittee shall remain primarily liable (or jointly and severally liable with its assignee) to Terminal for the full and complete performance of each and every obligation of Permittee hereunder, unless Terminal unequivocally releases Permittee from a specified obligation hereunder in writing.

10. Venue and Governing Law. Venue of any dispute or lawsuit between Terminal and Permittee shall be in either Texas State Judicial District Court in Galveston County, Texas, or in the United States District Court for the Southern District of Texas. This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of Texas, excluding any principle of conflict of laws that would require application of the laws of any other jurisdiction. This Agreement shall not be construed against any party; and any rule of contract construction or interpretation providing for an interpretation or construction against any party shall not apply.

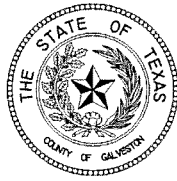
11. Paragraph Headings. The section and subsection headings used herein are for convenience of reference only, and shall not be deemed to limit any provision hereof.

12. Entire Agreement-Amendment. This Agreement contains the entire agreement between the parties hereto regarding Permittee's right of entry to perform the Work on the Terminal Land during the Term hereof. This Agreement may be amended only in writing, executed by the respective duly authorized officials of the parties hereto.

13. Bankruptcy or Insolvency. If at any time Permittee institutes proceedings under any federal or state insolvency or bankruptcy law or under any other law wherein Permittee seeks to be adjudicated as bankrupt, or to be discharged of its debts, or to effect a plan of liquidation or reorganization, or should any involuntary proceedings be filed against Permittee under any such bankruptcy or insolvency law, Terminal may terminate this Agreement with notice to Permittee.

14. No Waiver. A waiver by any Party of any breach or violation of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach or violation of the same.

[Permittee]



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 22, 2016

RE: ADDENDUM #3
RFP #B161013, Freddiesville Area Water Line Replacement and Paving Improvements

To All Prospective Proposers,

Attached you will find Addendum #3 for RFP #B161013 Freddiesville Area Water Line Replacement and Paving Improvements.

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

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

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

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

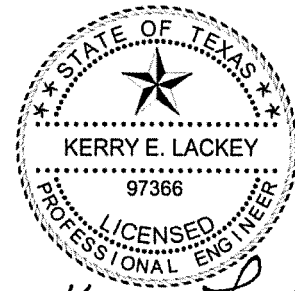
Sincerely,

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

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

ADDENDUM NO. 3

DATE: April 22nd, 2016
TO: All Plan Holders of Record
FROM: HDR Engineering, Inc.
4828 Loop Central Drive, Suite 800
Houston, Texas 77081
PROJECT: Freddiesville Area Water Line Replacement & Paving Improvements
Galveston County, Texas
Galveston County RFP #B161013/HDR Job No.: 14-068



Kerry Lackey
April 22, 2016

This addendum forms a part of the Contract Documents and modifies the original specifications, drawings and addenda, as noted below. Unaltered provisions and drawings of the Contract Documents shall remain in effect. Acknowledge receipt of this Addendum in the space provided on the bid form. Failure to do so may subject the bidder to disqualification.

Question #1: What is the mix design (percentage of cement per ton or PSI requirement) in TxDOT 276 cement treated base? Can we use crushed concrete in lieu of limestone base?

Clarification: Project Specification 02234, Section 2.04.B. provides the information requested (1-1/2 sacks minimum to achieve 200 psi minimum at 48 hours). TxDOT Item 276 identifies the CSS as Class N. Crushed concrete is not allowed on this project.

Question #2: What is the thickness and width required for roadway shoulder dressings as indicated per Note 4 on Plan Sheet 5?

Clarification: Due to the variable nature of the existing roadway shoulders, Contractors shall determine the necessary thickness and width of proposed shoulder dressings in the field on a street-by-street basis.

Question #3: The proposed roadway typical section on Plan Sheet 5 does not show any proposed lime stabilized subgrade under the 10" cement treated base. The geotechnical report recommends using 65lb/SY of tru-blen for 8" subgrade under the cement treated base.

Clarification: Asphalt Paving Section is 2" Type D HMAC Surface Course with 10" cement treated base. The original typical section was revised in the addendum letter dated April 9, 2015 to the geotechnical report which is included at the first of the geotechnical section in the specifications. Contractors are not required to provide lime stabilized subgrade underneath the cement treated base.

Question #4: The casing pipe sizes as indicated in the table on Plan Sheet 58, Detail 4, do not match the steel casing sizes on the water line bid items.

Response: Please see the updated table below for minimum casing pipe sizes:

Carrier Pipe Size (IN)	Minimum Casing Pipe Size (IN)
4	8
6	10
8	12
10	16
12	18
16	24

Note that this table replaces the one listed on Plan Sheet 58, Detail 4.

Question #5: What is required for excess striping removal under the Roadway Preparation of ROW Bid Item?

Clarification: The Preparation of ROW Bid Item represents the work necessary to prepare existing roadway surfaces designated for replacement. This item is meant for roadway replacement not within TxDOT ROW. Pay Items 12, 13, and 14 represent approximate quantities for removal and replacement of existing thermoplastic pavement markings that are located at street intersections within TxDOT ROW. Note that striping is not shown on the plans and was not field verified by the surveyor.

Question #6: Could you please clarify which areas need to have sod replaced?

Clarification: Please refer to the Pre-Bid Conference Meeting Minutes.

END OF ADDENDUM NO. 3