

March 8, 2016
City Council
Regular Meeting
7:00 p.m.



AGENDA
City of Dickinson
CITY COUNCIL
REGULAR MEETING

March 8, 2016

NOTICE is hereby given of a **REGULAR MEETING** of the City Council for the City of Dickinson, County of Galveston, State of Texas, to be held on **TUESDAY, March 8, 2016, at 7:00 p.m.** at 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM:

Invocation and Pledge of Allegiance.

ITEM 2.) PROCLAMATIONS AND COUNCIL COMMENTS:

A.

ITEM 3.) PUBLIC COMMENTS: At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, The City Council may not deliberate. **Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.**

ITEM 4.) CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:

The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests, in which event, the item will be removed from the consent agenda and discussed after the consent agenda.

A. Approval of the Minutes of the Workshop Council Meeting of February 23, 2016

B. Approval of the Minutes of the Regular Council Meeting of February 23, 2016

C. Resolution Number XXX-2016 - **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE AERIAL SPRAYING FOR THE ABATEMENT OF MOSQUITOES OVER AND WITHIN THE CITY OF DICKINSON BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT AND PROVISIONS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.**

OLD BUSINESS

- ITEM 5.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Update of Public Works Projects
- A. Fiscal Year 2014-2015 Street Maintenance Sales Tax Projects [48th Street (East of Highway 3), Leonetti Lane, 33rd Street (East), 28th Street (West of Highway 3), Oleander (Palm to Bridge), Greenbriar Street]
 - B. Dakota Street Reconstruction Project [Fiscal Year 2013-2014 Street Maintenance Sales Tax Project]
 - C. Eastside Drainage Project [Disaster Recovery CDBG Round 2.2: 26th Street, 29th Street, Briar Glen Subdivision Drainage]
 - D. Issues Related To Luhnig Drive
- ITEM 6.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2016 – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, ADOPTING CHAPTER 3, ECONOMIC DEVELOPMENT, OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCORPORATION OF PREMABLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.** (Second of Three Readings)

NEW BUSINESS

- ITEM 7.) PRESENTATION AND DISCUSSION CONCERNING:** Annual Traffic Contact Report As It Relates To Senate Bill 1074 (Racial Profiling) For Calendar Year 2015 Required By Article 2.134 Of The Texas Code Of Criminal Procedure (TCCP).
- ITEM 8.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Award Of Competitive Sealed Bid #1601-01 For City Of Dickinson Street Rehabilitation 2016 For 35th Street (Kansas Ave. To California Ave.), Nebraska Street (46th Street To WWTP), And Johnson Street (Dead End North Of Lobenstein Ln To Dead End South Of Lobenstein Ln) To Aranda Brothers Construction Co., In An Amount Not To Exceed \$1,328,696.00.
- ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Award Of Competitive Sealed Bid #1601-02 For City Of Dickinson Street Rehabilitation 2016 For Gill Road (Rodeo Bend Drive To Bess Road), Hollywood Street (Timber Drive To S.H. 3), Mariner Way (Commodore Drive To Bayou Drive), And Pine Oak Circle (Pine Oak Drive To Dead End Of Pine Oak Circle) To MAR-CON Services, LLC., In An Amount Not To Exceed \$1,148,612.60.

- ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Award Of Competitive Sealed Bid #1601-03 For Bayou Chantilly Outfall Repair To RAC Industries, LLC., In An Amount Not To Exceed \$94,300.00.
- ITEM 11.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2016 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AUTHORIZING AND APPROVING THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION’S PROJECT TO EXPEND FUNDS FOR THE DEVELOPMENT OF A RETAIL TRADE CENTER; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.** (First of Two Readings)
- ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2016 – **A RESOLUTION OF THE CITY OF DICKINSON, TEXAS, DECLARING CANDIDATES FOR COUNCIL MEMBER POSITION NUMBERS 2, 4 AND 6 UNOPPOSED; AND DECLARING CANDIDATES FOR COUNCIL MEMBER POSITION NUMBERS 2, 4, AND 6 ELECTED; PROVIDING FOR THE CANCELLATION OF THE MAY 7, 2016, GENERAL ELECTION; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY, A REPEALER CLAUSE AND AN EFFECTIVE DATE.**
- ITEM 13.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Establishment Of And Appointment Of Committee Members To An Animal Services Advisory Committee.
- ITEM 14.) EXECUTIVE SESSION:** The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Government Code, Vernon's Texas Codes annotated, in accordance with the authority contained in:
- A. Section 551.071 – Consultation with Attorney regarding pending or contemplated litigation or a matter in which the duty of the City Attorney requires to be discussed in closed meeting.
 - B. Section 551.072 – Deliberation Regarding Real Property – Discussion Regarding the Purchase, Exchange, Lease or Value of Real Property.
 - C. Section 551.087- Discuss or deliberate regarding commercial or financial information that the City of Dickinson has received from a business prospect that the City of Dickinson seeks to have locate, stay or expand in or near the City and which the City of Dickinson is conducting economic development negotiations.

ITEM 15.) RECONVENE

ITEM 16.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Matters
Discussed in Executive Session

ITEM 17.) ADJOURN

CERTIFICATION

This is to certify that a copy of the Notice of the Regular City Council meeting for **TUESDAY, March 8, 2016**, was posted on the bulletin board at City Hall, 4403 Highway 3, Texas, on this the 3rd day of March, 2016, prior to 6:00 p.m.



Carolyn E. Anderson, City Secretary



In compliance with the Americans with Disabilities Act, the City of Dickinson will provide reasonable accommodations for disabled persons attending City Council Meetings. Requests should be received at least 24 hours prior to the scheduled meeting, by contacting the City Secretary's office at 281-337-6217, or by FAX at 281-337-6190.

City Council Meeting

CALL TO ORDER

Invocation

Given by: _____

Pledge of Allegiance

Given by: _____

Roll Call

Julie Masters, Mayor
Charles Suderman
Bruce Henderson
Walter Wilson

MINUTES
City of Dickinson
CITY COUNCIL
SPECIAL MEETING

Wally Deats, Mayor Pro-Tem
Louis Decker
William H. King III
Julie M. Robinson, City
Administrator

February 23, 2016

NOTICE is hereby given of a **SPECIAL WORKSHOP MEETING** of the City Council and the Planning and Zoning Commission for the City of Dickinson, County of Galveston, State of Texas, to be held on **TUESDAY, February 23, 2016**, at **5:30 p.m.** at: 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM

Mayor Masters called the meeting to order at 5:35 p.m. City Secretary Carolyn Anderson called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters, Mayor Pro Tem Wally Deats and Council Members Bruce Henderson, Walter Wilson, Wally Deats and William H. King, III. Council Members Suderman and Decker were absent. Also present were City Administrator Julie Robinson, Administrative Services Manager Stephanie Russell, Director of Community Development Zach Meadows, City Attorney David Olson, and Planning & Zoning Commission Chairman R.G. Reeder.

ITEM 2.) PRESENTATION, DISCUSSION AND DIRECTION CONCERNING: Review and Revision of Revised Draft of Transportation Chapter of New Comprehensive Plan.

Transportation Chapter

City Administrator Julie Robinson provided an overview of the revised draft Chapter and outlined some specific areas to be reviewed and discussed as referenced in the agenda coversheet. Mrs. Robinson expressed that the optimal plan would be to complete the narrative of the chapter with any changes and then bring the Future Thoroughfare Map to Council at the next workshop meeting for review by City Council and the Planning & Zoning Commission. After discussion, the following revisions to the draft Transportation Chapter were requested:

▪ State Maintained Roadways:

- Third Bullet, FM 517 – Remove “The segments of FM 517 at and west of IH45 and its intersection with FM 646 are two of the most congested areas in the City”
- Figure 6.1 – Add reference to FM 1266

- Planned Transportation System Changes:
 - First Paragraph – In the last sentence add the word “bid” before the word “letting”
- Pedestrian and Public Transit Conditions
 - First Paragraph on Page 4 – In the first sentence the phrase “through Connect Transit” should read “by Connect Transit”
 - First Paragraph on Page 5 – The second sentence should read “Historically, the construction of sidewalks has been handled by TxDOT since the majority of sidewalks in Dickinson are along FM517 and SH3.”
- Local and Regional Planning Initiatives:
 - The last sentence – add language that copies of the studies can also be found on the City’s website.
- Remove third bullet point on page 7 as it has already been completed.
- Community Wayfinding Systems:
 - Remove second paragraph
- Action Item 8.2.1.7 should read “Preserve existing and implement new beautification treatments along corridors.”

Mrs. Robinson indicated staff would incorporate the revisions and bring the Future Thoroughfare Map to City Council to review at the next Workshop Meeting.

ITEM 3.) DISCUSSION AND DIRECTION CONCERNING: Possible Revisions To Proposed Masonry Regulations To Be Contained In Section 18-70, Building Design Standards, Of Chapter 18, Zoning, Of The Code Of Ordinances.

Mayor Masters provided an overview of the major concerns regarding the regulations and maintenance for the exterior of buildings. A general discussion followed among Council regarding various sections of the draft masonry regulations provided for the meeting.

After considerable discussion, no consensus was reached concerning masonry regulations applicable to residential properties. Consensus was reached on the following revisions to the draft masonry regulations:

- Section 2 of the Ordinance:
 - Definition of “Exterior Insulation and Finish System (EIFS)”: The definition should read “means a non-load bearing, exterior wall cladding system that consists of an insulation board attached mechanically to the substrate, an integrally reinforced base coat, and a textured protective coat.”

- Section 4 of the Ordinance – Section 18-70 (B) Non-Residential Design Standards:
 - Subsection (B)(3):
 - Remove the word “generally” and replace with the word “only”.
 - Remove the second sentence.
 - Subsection (B)(5): Delete this Subsection entirely since the content is addressed in other City ordinances.

ITEM 4.) ADJOURN

Council Member Wilson made a motion to adjourn the meeting at 6:57 p.m., and Council Member King seconded the motion.

VOTE:

4 AYES (Henderson, Wilson, Deats, and King)

0 NAYS

PASSED, APPROVED AND ADOPTED this the 8th day of March, 2016.

Julie Masters, Mayor

ATTEST:

Carolyn E. Anderson, City Secretary

Julie Masters, Mayor
Charles Suderman
Bruce Henderson
Walter Wilson

MINUTES
City of Dickinson
CITY COUNCIL
REGULAR MEETING

Wally Deats, Mayor Pro Tem
Louis Decker
William H. King III
Julie M. Robinson, City
Administrator

February 23, 2016

NOTICE is hereby given of a **REGULAR MEETING** of the City Council for the City of Dickinson, County of Galveston, State of Texas, to be held on **TUESDAY, February 23, 2016, at 7:00 p.m.** at: 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM:
Invocation and Pledge of Allegiance.

Mayor Masters called the meeting to order at 7:08 p.m. Minister Chad Rankin with New Jerusalem Church gave the invocation, and Council Members led the Pledge of Allegiance. City Secretary Carolyn Anderson called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters, Mayor Pro-Tem Wally Deats, and Council Members Walter Wilson, Bruce Henderson, and William H. King, III. Council Members Charles Suderman and Louis Decker were absent. Also present were City Administrator Julie Robinson, City Attorney David Olson, Administrative Services Manager Stephanie Russell, Director of Community Development Zach Meadows, Public Works Director Kellis George, Library Director Vicki McCallister, EMS Director Derek Hunt, Community Development Coordinator David Lopez, and Chief Ron Morales.

ITEM 2.) PROCLAMATIONS:

Mayor Masters presented a proclamation declaring Saturday, February 27th as Dickinson Little League Day. Charlotte Kohrs, President of Dickinson Historical Society, presented a Dickinson Historic Landmark plaque to Dickinson Little League recognizing the dedication of the land for a little league playing site by Mr. Salzman in 1949.

COUNCIL COMMENTS:

- Welcome to everyone present
- Thanks to Charlotte Kohrs and Ernie Deats for the Little League dedication plaque

- Congratulations to MiMi De Leon, Dickinson High School senior soccer female player nominee. To vote for Miss De Leon, go to the website, www.vyte.com/Houston/soccer, and click on her name
- Mayor Masters read a thank you letter addressed to City Council and the Mayor from Will and Olive Hofheinz thanking the Dickinson EMS crew for the excellence in care shown by the crew to Mrs. Hofheinz after a fall.
- Condolences to Police Department Jailer Mike Rogers on the passing of his wife Linda and to the family of Otis Jenkins
- Reminder that early voting for the primary election is February 16 through February 26, 2016 and regular voting is on March 1, 2016
- Reminder of the Knights of Columbus Fish Fry every Friday evening through Lent
- Please keep Council Member Decker and Council Member Suderman in your prayers
- February is Black History month
- Rodeo season
- Thank you to Pastor Little and the members of Mt. Carmel Baptist Church, the Fair Housing Work Group members, and Alun Thomas for a successful Fair Housing event. Approximately 140 citizens attended the event
- Congratulations to the Dickinson Gators Boys Varsity Basketball team – No. 1 in the district

ITEM 3.) PUBLIC COMMENTS: At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, The City Council may not deliberate. **Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.**

None.

ITEM 4.) CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:
The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests, in which event, the item will be removed from the consent agenda and discussed after the consent agenda.

A. Approval of the Minutes of the Regular Council Meeting of February 9, 2016

B. Resolution Number 1503-2016 - **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR THE TSLAC IMPACT GRANT FY 2017 TO THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION; AND PROVIDING FOR INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.**

- C. Resolution Number 1504-2016 - **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR THE TSLAC TEXTREASURES GRANT FY 2017 TO THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION; AND PROVIDING FOR INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.**

Council Member King made a motion to approve the Consent Agenda. Council Member Wilson seconded the motion. There being no discussion, Mayor Masters called for the vote.

VOTE:

4 AYES (Wilson, Henderson Deats, and King)

0 NAYS

MOTION PASSED

OLD BUSINESS

- ITEM 5.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Update on Activities of Houston-Galveston Area Council.

Council Member King provided an update of the activities of the Houston-Galveston Area Council meeting of February 2016 and stated that there was no significant activity.

- ITEM 6.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Update of Public Works Projects

- A. Eastside Drainage Project (Disaster Recovery CDBG Round 2.2: 26th Street, 29th Street, Briar Glen Subdivision Drainage)
- B. Status of Procurement for Fiscal Year 2015-2016 Street Maintenance Sales Tax Projects [35th Street (East of Kansas), Nebraska Street, Hollywood Street, Gill Road, Johnson Street, Mariner's Way, and Pine Oak Circle]

Public Works Director Kellis George presented Council with an update on the status of the current Public Works Projects and addressed the questions of Council.

- ITEM 7.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 1505-2016 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AUTHORIZING AND APPROVING THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS TO REIMBURSE \$107,000.00 TO LILLEY INVESTMENTS LLC d/b/a MARAIS RESTAURANT FOR BULKHEADING**

WORK TO BE DONE FOR MARAIS RESTAURANT; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Second of Two Readings)

Council Member Wilson made a motion to approve the second and final reading of the Resolution, and Council Member Henderson seconded the motion.

VOTE:

4 AYES (Wilson, Henderson Deats, Decker and King)

0 NAYS

MOTION PASSED

NEW BUSINESS

- ITEM 8.) BRIEFING, DISCUSSION AND DIRECTION CONCERNING:** Request By Rose Marie Maroul To Discuss Issues Related To Luhning Drive.

Mrs. Maroul introduced herself to Council and stated that she had appeared before Council roughly 10 years previously regarding the conditions of Luhning Drive. Mrs. Maroul described the history of repairs to Luhning Drive and described the poor condition of the street currently. She also noted the poor drainage of the properties, but stated that she is more concerned about repairs to the street. She then addressed the questions of Council. The Council requested that staff look into the issues raised by Mrs. Maroul.

- ITEM 9.) CONDUCT A PUBLIC HEARING CONCERNING:** Zoning Case ZMC-16-0079, A Request To Rezone Approximately +/- 5.53 Acres, Legally Described As Lot 1, Block 1, Gay Buick GMC Subdivision, Recorded With Galveston County Clerk File No. 2016003479 Generally Located North Of Deats Road And East Of IH-45 With The Address Being 305 Deats Road, In The City Of Dickinson, Galveston County, Texas, From Conventional Residential (CR) To General Commercial (GC).

Mayor Masters opened the Public Hearing at 7:43 p.m.

A. Staff Presentation of Zoning Case

Director of Community Development Zach Meadows provided Council with an overview of the zoning case. Mr. Meadows advised Council that Planning and Zoning Commission conducted a public hearing on the zoning change request on February 16, 2016, and the motion to approve the zoning change failed.

B. Applicant's Statement

Mr. Kevin Lardie, General Manager for Gay Buick GMC, asked that Council consider the re-zoning of 305 Deats Road to general commercial for expansion of parking and a needed storage facility. He then addressed the questions of Council.

C. Those In Favor

None.

D. Those Opposed

Mr. Ben Baty – 2912 Frostwood Circle, Dickinson, Texas

Mr. Charles Coindreau – 2914 Inwood Circle, Dickinson, Texas

Mr. Donald E. Deese – 3024 Inwood Circle, Dickinson, Texas

Mr. Daniel Chimes – 3026 Sherwood Oaks, Dickinson, Texas

E. Applicant's Rebuttal

Mr. Lardie reiterated his statement that the property being considered for re-zoning is for additional parking and a storage building and advised that Gay Buick GMC would be willing to pay for costs to correct any drainage concerns or problems.

F. Adjourn Public Hearing

Mayor Masters adjourned the Public Hearing at 7:56 p.m.

ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number XXX-2016 – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, SO AS TO REZONE APPROXIMATELY +/- 5.53 ACRES, LEGALLY DESCRIBED AS LOT 1, BLOCK 1, GAY BUICK GMC SUBDIVISION, RECORDED WITH GALVESTON COUNTY CLERK FILE NO. 2016003479 GENERALLY LOCATED NORTH OF DEATS ROAD AND EAST OF IH-45 WITH THE ADDRESS BEING 305 DEATS ROAD, IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, FROM CONVENTIONAL RESIDENTIAL (CR) TO GENERAL COMMERCIAL (GC); DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.** (First of Three Readings)

Mayor Masters read the ordinance by caption only. Council Member King made a motion to approve the item for discussion, and Council Member Henderson seconded the motion.

Mr. Kevin Lardie, General Manager for Gay Buick GMC, provided Council with the history of the company's original property, stating that the business had been in its current location for 50 years and that they have owned the property being considered for re-zoning for approximately 20 years.

A discussion followed concerning value added by using the property for parking and storage, potential noise, lighting and drainage issues and regulations addressing each issue. Council distinguished the property involved in the requested zoning change from a previous property purchased by Gay Family Auto in that the current property had been zoned Conventional Residential as opposed to General Commercial since zoning was adopted for the City of Dickinson. Mr. Lardie stated that Gay Buick GMC understands that it must meet all development requirements of the City and would be willing to work with the neighbors to address their concerns. City Administrator Julie Robinson stated and advised Council that the regulations that the City currently has in place would be applied.

Mayor Masters asked for a nod of heads of residents in the audience whether they would be in favor of the requested zoning change if all of their concerns were addressed when Gay Buick GMC came back requesting a Specific Use Permit for the property which would be required. A majority of residents in attendance and opposed to the zoning change request indicated that they were not in favor of the requested zoning change regardless of whether their concerns would be addressed as part of the required Specific Use Permit process.

There being no further discussion, Mayor Masters called for the vote.

VOTE:

2 AYES (Henderson and King)

3 NAYS (Masters, Wilson, and Deats)

MOTION FAILED

ITEM 11.) CONDUCT A PUBLIC HEARING CONCERNING: Zoning Case SUP-15-1519, A Request For A Specific Use Permit To Allow The Applicant To Use the Property For An "Automotive Service And Repair Shop"; Such Property Being Legally Described As Approximately 1.874 Acres in Abstract 78 Robt Hall Lot 7 & 8 And All Of Lots 9 & 10 Tudor Addition Except Strip Off South End Of FM 517 Acres 3.7424, Generally Located North Of FM 517 And West Of Baker Dr. With The Address Being 5205 FM 517, Unit D, Dickinson Texas 77539 And Presently Zoned General Commercial (GC).

Mayor Masters opened the Public Hearing at 8:15 p.m.

A. Staff Presentation of Zoning Case

Director of Community Development Zach Meadows provided Council with an overview of the requested Specific Use Permit. Mr. Meadows stated that the Planning and Zoning Commission had conducted a public hearing on the requested Specific Use Permit on February 16, 2016, and the Specific Use Permit had been approved with conditions as outlined in the agenda cover sheet.

B. Applicant's Statement

Community Development Coordinator David Lopez served as the interpreter for Mr. Horacio Luna-Gonzalez, Applicant. Mr. Gonzalez stated that he would like the opportunity to open a tire shop.

C. Those In Favor

None.

D. Those Opposed

None.

E. Applicant's Rebuttal

None.

F. Adjourn Public Hearing

Mayor Masters adjourned the Public Hearing at 8:19 p.m.

ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number XXX-2016 – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, TO GRANT SPECIFIC USE PERMIT NUMBER SUP-15-1519 ALLOWING THE APPLICANT TO USE THE PROPERTY FOR AN AUTOMOTIVE SERVICE AND REPAIR SHOP; SUCH PROPERTY BEING LEGALLY DESCRIBED AS ± 1.874 ACRES IN ABSTRACT 78 ROBT HALL LOT 7 & 8 AND ALL OF LOTS 9 & 10 TUDOR ADDITION EXCEPT STRIP OFF SOUTH END OF FM 517 ACRES 3.7424, MORE COMMONLY KNOWN AS 5205 FM 517, UNIT D, GENERALLY LOCATED NORTH OF FM 517 AND WEST OF BAKER DRIVE IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, PRESENTLY ZONED GENERAL COMMERCIAL (“GC”); PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL**

ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (First of Three Readings)

Mayor Masters read the ordinance by caption only. Council Member Wilson made a motion to approve the item for discussion, and Council Member Henderson seconded the motion. A discussion followed regarding the current and proposed use of the property. Council Members and the Mayor expressed concerns regarding the minimal storage available on the property, inadequate parking available on the property, and the inability to constantly monitor the condition recommended by the Planning and Zoning Commission that all work be done inside the building.

There being no further discussion, Mayor Masters called for the vote.

VOTE:

0 AYES

4 NAYS (Wilson, Henderson, Deats, and King)

MOTION FAILED

ITEM 13.) BRIEFING AND DISCUSSION CONCERNING: Quarterly Financial and Investment Report for Quarter Ending December 31, 2015.

Administrative Services Manager Stephanie Russell presented Council with the Quarterly Financial and Investment Report for the Quarter Ending December 31, 2015, and addressed the questions of Council.

ITEM 14.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 1506-2016 - **A RESOLUTION OF THE CITY OF DICKINSON, TEXAS CREATING AND AUTHORIZING THE BAYOU ANIMAL SERVICES CORPORATION, A LOCAL GOVERNMENT CORPORATION ORGANIZED BY THE CITY AND OPERATING PURSUANT TO CHAPTER 431 OF THE TEXAS TRANSPORTATION CODE, TO CARRY OUT CERTAIN PUBLIC PURPOSES AS STATED IN THIS RESOLUTION, PRINCIPALLY BEING THE PROVISION OF ANIMAL CONTROL AND SHELTERING SERVICES AND THE OPERATION OF AN ANIMAL CONTROL FACILITY; MAKING CERTAIN FINDINGS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND CONTAINING OTHER MATTERS RELATED TO THE SUBJECT.**

Mayor Masters read the resolution by caption only. Council Member Henderson made a motion to approve the resolution, and Council Member Deats seconded the motion.

VOTE:

4 AYES (Wilson, Henderson Deats, and King)

0 NAYS

MOTION PASSED

- ITEM 15.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 1507-2016 – **A RESOLUTION OF THE CITY OF DICKINSON, TEXAS APPROVING THE CERTIFICATE OF FORMATION FOR THE BAYOU ANIMAL SERVICES CORPORATION AND AUTHORIZING THE CITY ADMINSTRATOR TO FILE SUCH CERTIFICATE OF FORMATION WITH THE SECRETARY OF STATE; MAKING CERTAIN FINDINGS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND CONTAINING OTHER MATTERS RELATED TO THE SUBJECT.**

Council Member Henderson made a motion to approve the resolution, as corrected to properly reflect Council Member Decker's name, and Council Member Wilson seconded the motion.

VOTE:

4 AYES (Wilson, Henderson Deats, and King)

0 NAYS

MOTION PASSED

- ITEM 16.) DISCUSSION AND DIRECTION CONCERNING:** Counteroffer From Galveston County Concerning Fees To Be Paid By Galveston County For EMS Services Under Revised Interlocal Agreement For Emergency Medical Response Services In Unincorporated Portions Of Galveston County Adjacent To The City Of Dickinson Approved By Resolution Number 1430-2014.

City Administrator Julie Robinson provided Council with an overview of the counteroffer by Galveston County to provide EMS service in the unincorporated portions of Galveston County adjacent to the City of Dickinson. Galveston County would pay the City of Dickinson a flat monthly fee of \$13,500.00, which is a \$3,000.00 increase per month, and the City would keep any collections. The offer states that, if the City approves the offer, the County would continue to pay the \$10,500.00 per month for the remainder of the City's current fiscal year, and the new monthly payment of \$13,500.00 would begin October 1, 2016.

Council Member Henderson advised the Council that he had a conversation with Commissioner Ken Clark that day about the counteroffer, and Commissioner Clark advised that the Galveston County Health Board could provide the emergency medical response services in the unincorporated portions of Galveston County for \$12,500.00 per month. Council Member Henderson had advised Commissioner Clark that he was curious as to why

the counteroffer did not provide for the increased monthly fee to start until October 1, 2016, instead of March 1, 2016. Commissioner Clark advised that, if the City would be willing to accept the County's counteroffer of \$13,500.00 per month, he would propose to the Commissioners' Court in March that the increased monthly fee would become effective April 1, 2016.

Following a brief discussion, it was the consensus of the Council to accept the County's counteroffer of \$13,500.00 per month with the City retaining all collections as long as the County agrees to begin the increased monthly fee on April 1, 2016. It was the further direction of the Council that Mrs. Robinson notify Galveston County of the Council's direction.

ITEM 17.) DISCUSSION AND DIRECTION CONCERNING: Use Of Council Chambers As An Election Polling Place For All Future Elections.

City Administrator Julie Robinson provided an overview of the issue related to the use of Council Chambers as an election polling place and referenced an e-mail from William Sargent, Chief Deputy Clerk for Elections, sent to Mayor Masters regarding the March 1st primary elections and the City's notification that the City Hall Council Chambers would not be used as a 2016 primary election voting location this year. Mrs. Robinson stated that, in her conversation with Mr. Sargent, he indicated that if the City of Dickinson Council Chambers was not available to serve as a polling location for all elections including primary elections, he would recommend to the Galveston County Commissioners Court that Dickinson City Hall not be used as a polling location for any election. Mrs. Robinson explained the County Election Divisions' concept of the switch to county-wide elections and the use of all polling locations for any election and asked for direction from Council regarding the policy.

A discussion followed regarding how the county-wide primary elections are handled and whether the City would be required to allow a particular party's caucus to be held on City property following the close of the polls if the Council Chambers were used as a polling location for primary elections. Mrs. Robinson advised that Council that the City would not be required to allow any party caucuses on the City property. Following the discussion, it was the consensus of Council to allow the use of the Council Chambers as an election polling place for all future elections. Council also reiterated that, other than elections, no caucuses or other political activity will be allowed on City property. There being no further discussion, Mrs. Robinson stated that she would advise the County Elections division of the Council's direction.

Mayor Masters recessed the regular meeting at 8:46 p.m.

ITEM 18.) EXECUTIVE SESSION: The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Government Code,

Vernon's Texas Codes annotated, in accordance with the authority contained in:

- A. Section 551.071 – Consultation with Attorney regarding pending or contemplated litigation or a matter in which the duty of the City Attorney requires to be discussed in closed meeting.
- B. Section 551.072 – Deliberation Regarding Real Property – Discussion Regarding the Purchase, Exchange, Lease or Value of Real Property

ITEM 19.) RECONVENE

Mayor Masters reconvened the regular meeting at 9:06 p.m.

ITEM 20.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Matters Discussed in Executive Session

None.

ITEM 21.) ADJOURN

Council Member Wilson made a motion to adjourn the meeting at 9:06 p.m., and Council Member King seconded the motion.

VOTE:

4 AYES (Wilson, Henderson Deats, and King)

0 NAYS

MOTION PASSED

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE March 8, 2016

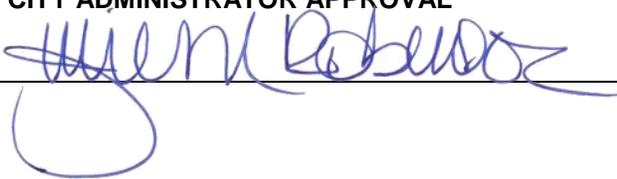
TOPIC	<p>Resolution Number XXX-2016</p> <p>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE AERIAL SPRAYING FOR THE ABATEMENT OF MOSQUITOES OVER THE CITY OF DICKINSON BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT AND PROVISIONS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.</p>
--------------	--

BACKGROUND	<p>This is an annual resolution that gives permission to Galveston County Mosquito Control District for the aerial spraying of mosquitoes over and within the City of Dickinson.</p>
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RECOMMENDATION	<p>Staff recommends approval of the Resolution.</p>
-----------------------	---

ATTACHMENTS	<ul style="list-style-type: none"> • Resolution Number XXX-2016 • Letter from Galveston County Mosquito Control District
--------------------	--

FUNDING ISSUES	<p><input checked="" type="checkbox"/> No impact to budget <input type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.# - -</p>
-----------------------	--

SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Carolyn E. Anderson, City Secretary	

ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	

RESOLUTION NUMBER XXX-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE AERIAL SPRAYING FOR THE ABATEMENT OF MOSQUITOES OVER AND WITHIN THE CITY OF DICKINSON BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT AND PROVISIONS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Galveston County Mosquito Control District is responsible for the operation of the county-wide Mosquito Control Program; and

WHEREAS, the Federal Aviation Administration has indicated that governmental approval is necessary in order for Galveston County Mosquito Control District to provide the needed aerial spraying services over and within any local governments; and

WHEREAS, the City Council is of the opinion that aerial spraying for the abatement of mosquitoes over and within the City of Dickinson by the Galveston County Mosquito Control District is in the best interest of the citizens and should be approved provided that such spraying is conducted within the regulations and constraints of the Federal Aviation Administration, the Environmental Protection Agency, and other authoritative federal and state agencies.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:

Section 1. The City Council hereby approves the aerial spraying for the abatement of mosquitoes over and within the City of Dickinson provided such spraying is conducted within the regulations and constraints of the Federal Aviation Administration, the Environmental Protection Agency and other authoritative federal and state agencies.

Section 2. This Resolution shall become effective immediately upon its passage.

DULY PASSED, APPROVED AND ADOPTED this the 8th day of March, 2016.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Carolyn E. Anderson, City Secretary
City of Dickinson, Texas

David W. Olson, City Attorney
City of Dickinson, Texas

DIVIDER PAGE



GALVESTON COUNTY MOSQUITO CONTROL DISTRICT

5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G. MARSHALL, JR
DIRECTOR
281-337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Frederickson, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A. Dill

February 17, 2015

Carol Anderson, City Secretary
City of Dickinson
4403 Highway 3
Dickinson, TX 77539

Dear Ms. Anderson:

As providers of the county funded Mosquito Control Program, we are requesting your approval of the enclosed resolution authorizing the aerial spraying for mosquitoes. The Federal Aviation Administration requires us to make a request on a yearly basis. This request does not imply any change in our operations.

I would appreciate it if you would send us a copy of the resolution after it has been approved. You may mail it to 5115 Hwy. 3, Dickinson, TX 77539 or fax it to (409)-621-7973 and you can also e-mail it to gerrie.elmore@co.galveston.tx.us.

If you have any questions or concerns please do not hesitate to contact my office at (281) 337-4289.

Sincerely,

A handwritten signature in cursive script that reads "Gerrie Elmore".

Gerrie Elmore, Administrative Assistant
Galveston County Mosquito Control

Enclosure

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE March 8, 2016

TOPIC: Ordinance Number XXX-2016

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, ADOPTING CHAPTER 3, ECONOMIC DEVELOPMENT, OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCORPORATION OF PREMABLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

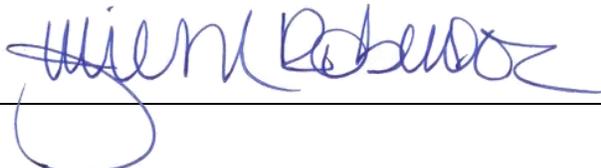
BACKGROUND: **(This is the second of three readings.)**

On Tuesday, January, 26, 2016, City Council approved Chapter 3, Economic Development, of the new Comprehensive Plan on first reading of the Ordinance. During the week of February 25, 2016, staff realized that the second reading of the Ordinance had not been moved forward. Therefore, this is the second reading of the ordinance that would formally adopt the Proposed Chapter 3, Economic Development, as a chapter of the new Comprehensive Plan.

RECOMMENDATION: Staff recommends approval of the Ordinance.

ATTACHMENTS: • Ordinance Number XXX-2016

FUNDING ISSUES Not applicable
 Not budgeted
 Full Amount already budgeted.
 Funds to be transferred from Acct.# - -

SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Zachary Meadows, Director of Community Development	

ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

ORDINANCE NUMBER XXX-2016

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, ADOPTING CHAPTER 3, ECONOMIC DEVELOPMENT, OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCORPORATION OF PREMABLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Chapter 3, Economic Development, of the new Comprehensive Plan, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and finds that it provides a framework for planning and guiding economic development within the City; and

WHEREAS, the City Council finds that it is in the public interest, health, safety and general welfare to adopt such Chapter 3, Economic Development, of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OAK POINT, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Chapter 3, Economic Development, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted as Chapter 3, Economic Development, of the Comprehensive Plan of the City of Dickinson.

Section 3. All provisions of the ordinances of the City of Dickinson in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Dickinson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 4. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Dickinson, Texas, declares that it would have passed each and every part of

the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 7. This Ordinance shall become effective upon final reading and adoption of this Ordinance, in accordance with law.

DULY PASSED AND APPROVED on first reading this the 26th day of January, 2016.

DULY PASSED AND APPROVED on second reading this _____ day of February, 2016.

DULY PASSED, APPROVED, AND ADOPTED on third and final reading this ___ day of _____, 2016.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Carolyn E. Anderson, City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

David W. Olson, City Attorney
City of Dickinson, Texas

EXHIBIT “A”

TO

ORDINANCE XXX-2016

Chapter

**3 ECONOMIC
DEVELOPMENT**



The growth in Dickinson's Primary Trade Area has been anticipated for several years, and, in order to prepare for such growth, the City has undertaken a number of long-term planning efforts, projects and established programs to encourage and facilitate growth. Some of Dickinson's efforts include:

- Creation of Dickinson Economic Development Corporation which allows a portion of the City's sales tax to be utilized for economic development and quality of life projects. The responsibility of the Dickinson Economic Development Corporation is to reinvest these funds in Dickinson to expand the City's tax base and create quality job opportunities for Dickinson residents.
- Development of Highway 3 Overlay District and Corresponding Highway 3 Overlay District Property Improvement Program funded through Dickinson Economic Development Corporation to encourage and incentive both new and existing businesses in building and/or upgrading to the new Overlay District standards
- Creation of a Planned Development Zoning District specifically to provide a mechanism through which mixed use developments may be created.
- Development of a Comprehensive Drainage Study through which major drainage infrastructure improvements were identified and projects undertaken to implement the infrastructure improvements.
- Submission of and approval by Dickinson voters of a ¼ cent Street Maintenance Sales Tax in May of 2011, and reapproval in 2015, to create a dedicated funding source of street infrastructure repairs and reconstruction. Since approval of the Street Maintenance Sales Tax in 2011, Dickinson has undertaken \$3,613,908 in street reconstruction projects, and an additional \$6,383,091 in street reconstruction projects are scheduled over the next 5 years.
- Approval of Revised Tax Abatement Program to encourage green building for commercial developments.
- Approval of a Revised Economic Development Incentives Program that allows for making loans and grants of public money

and providing personnel and services of the City to promote economic development and stimulate business and commercial activity in the City. Since 2012, the use of economic development incentives has resulted in over \$5.6 million for the City and over \$1.8 million for Dickinson Management District No. 1 in net sales tax revenues.

In 2008, City Council authorized the Dickinson Management District No. 1 to levy the remaining one half cent sales tax available to the City of Dickinson to allow commercial property owners to work together to supplement City services and improvements to promote economic growth. The DMD No.1 may fund a variety of improvements and services within its district including public safety, maintenance, and business recruitment, relief of traffic congestion, recreation, and cultural enhancement projects.

With the anticipated growth of a vibrant commercial/retail tax base, the City must consider goals, objectives and actions that will attract and sustain desirable businesses. Commercial establishments will, in turn, begin to provide additional tax revenues that will ultimately support the community's quality of life. Specifically, the City must partner with its commercial property owners to attract businesses that will provide jobs and/or goods and services for its citizens. These businesses should be of sufficient caliber as to attract shoppers and patrons from the surrounding residential areas who will contribute substantially to the tax base.

GUIDING PRINCIPLES

Principles serve as guides for decision-making and the development of goals and objectives. They should be a continual reference for City officials and City staff and should be used to assure that goals, objectives, and actions are addressed when reviewing new economic development opportunities. During the planning task force meetings, members explained that many residents leave the community daily for employment in the region. They spoke of the opportunity to encourage local job creation, which will stimulate the local economy. Other opportunities include the City's great proximity and easy access to Houston and Galveston, the number of vacant parcels, and Dickinson's unique, small town charm. Task force members also expressed the opportunity of the Highway 3 Overlay District², which encourages the development of a central downtown area, where commercial development can be focused. Guidance from the Planning Task Force and in cooperation with the Dickinson



Economic Development Corporation, the following are guiding principles, which include:

- Creating new jobs.
- Retaining existing jobs and strengthening of existing businesses.
- Assuring new economic activity will have a good community or cultural “fit”; that economic growth will be of a scale and type that can draw on existing human resources and is compatible with community character and environmental quality.
- Decreasing the property tax burden for Dickinson residents.
- Diversifying Dickinson Tax Base by increasing Commercial Development and Sales Tax Generators.
- Maintaining fiscal stability for City government.
- Continuing development and improvement of community resources that will contribute to a favorable business environment.
- Maintaining a local economy characterized by resilience, creativity, innovativeness and initiative; an economy that promotes entrepreneurship and new business formation (i.e. “startup” businesses) that does not cause undue risk to the City.
- Undertaking efforts to engage businesses as active members of the community.
- Encouraging development within the Highway 3 Overlay District of specialty retail, restaurants, and office space to create a Main Street/City Center area.
- Maintaining and enhancing neighborhood commercial and business centers.
- Creating community qualities and a community image that are attractive to businesses as well as residents and visitors.
- Promoting commercial development appropriate in the areas of FM 646 and FM 517 and FM 517 east of FM 1266 to meet day-to-day retail and service needs of nearby residents.
- Encouraging infill development of vacant and underutilized



land designated for development as a way of meeting housing



and employment needs.

- Promoting mixed use by encouraging office and/or residential units on upper floors in commercial areas.
- Maintaining and enhancing a Business-Friendly Environment and Reputation.

RECOMMENDATIONS

To boost economic growth and increase the City's property and sales tax base, it is important for the City to grow its commercial base. This can be done through a series of policies that encourage the establishment of new business within the City.

City Center

The City is currently developing the City Center district through the Highway 3 Overlay District. This district can spur economic growth, increase walkability and connectivity, and encourage the City's uniqueness and small town charm. The district will offer mixed-use development for both commercial and residential uses and aligns with the City's current Highway 3 Overlay District (more information can be found in Part II, Chapter 18, Article XI of the City's Code of Ordinances).

Business Park

The Business Park has been identified as an appropriate use for a portion of a large site along Hughes Road. The Business Park would be part of a much larger development, offering a place for small business to locate. The Business Park would be an appropriate location for insurance agencies, hair salons, law offices, dentist and other medical offices and other local establishments.

Commercial on the Bayou

The Commercial on the Bayou district would offer a variety of possibilities for use, but the overall goal is to create an area that attracts both local and regional users. The site would ideally be located at the intersection of IH 45 and Dickinson Bayou, offering prime access to drivers on IH 45.

GOALS, OBJECTIVES, AND ACTION ITEMS

The following goals, objectives, and action items were developed in coordination with the Dickinson Economic Development Corporation, to ensure alignment between the City and the DEDC.

Goal 3.1 Encourage appropriate commercial and retail development in the City to expand the commercial tax base, increase sales tax revenues, and create jobs in a manner that supports the community character and quality of life, promotes a vigorous, diversified and regionally competitive economy and provides maximum tax relief for homeowners while still responding to demands for quality services.

Objective 3.1.1 Guide location of commercial areas through land use planning.

Action 3.1.1.1 Locate commercial development in conformance with the approved Land Use Plan.

Action 3.1.1.2 Acquire key parcels of land for master commercial development, as appropriate.

Action 3.1.1.3 Encourage and facilitate development within the Highway 3 Overlay District to the greatest extent possible.

Objective 3.1.2 Attract desirable businesses to locate within appropriate commercial areas to complement the City's image and quality lifestyle and increase a sense of community.

Action 3.1.2.1 Identify targeted business categories on which to focus recruitment efforts.

Action 3.1.2.2 Partner with commercial property owners, commercial real estate brokers, and community business leaders to facilitate recruitment of targeted businesses through the use of effective recruiting and promotional techniques, appropriate incentive offerings, and responsiveness to business needs.

Action 3.1.2.3 Host special events designed to promote the public exposure of new businesses and the recognition of awards or special achievements for existing businesses.

Action 3.1.2.4 Develop the City Center that may serve as a new business incubator and retain a management company to provide



year-round programming for any facility that may be developed.

Action 3.1.2.5 Create a campaign to proactively recruit, incentivize, and nurture the success of entrepreneurs in new business startups or opening a second location in Dickinson focusing on, but not limited to, the Highway 3 Overlay District and unique businesses not currently found in the Primary Trade Area.

Action 3.1.2.6 Actively promote Dickinson properties to hotel and/or motel developers.

Action 3.1.2.7 Develop economic incentive packages that will encourage the development of select service and/or full service hotels.

Objective 3.1.3 Support and promote existing businesses.

Action 3.1.3.1 Create a campaign to encourage residents to shop locally and to increase public awareness of the importance of sales tax revenue.

Action 3.1.3.2 Establish comprehensive business retention program for existing businesses.

Action 3.1.3.3 Establish strong working relationships with existing businesses to learn about their businesses, any concerns or needs, and how the City and Dickinson Economic Development Corporation may assist in supporting and expanding their businesses.

Objective 3.1.4 Develop and improve community resources that contribute to a favorable business environment and encourage high-quality commercial development.

Action 3.1.4.1 Continue to offer economic incentives that are fiscally sound, commensurate with anticipated benefits, and competitive with other communities.

Action 3.1.4.2 Work to ensure responsive and efficient regulatory and development processes that balance customer service excellence with public accountability.

Action 3.1.4.3 Foster an organizational culture of the City that maximizes employee motivation and proficiency through recog-

dition, training and team-building programs.

Action 3.1.4.4 Proactively identify and prioritize as part of the City's Capital Improvement Program those infrastructure projects needed to establish a foundation for subsequent development and infrastructure expansion.



Action 3.1.4.5 Engage in ongoing strategic transportation and mobility planning to help ensure adequate capacity and efficiency for the City's thoroughfare system.

Action 3.1.4.6 Evaluate City's ability to absorb County parks located within Dickinson in accordance with the approved Community Facilities and Services Chapter of the Comprehensive Plan.

Action 3.1.4.7 Contingent upon the determination by the City Council of the City's ability to absorb County parks located within Dickinson, develop and maintain a comprehensive park system to provide diverse leisure opportunities for all of Dickinson.

Action 3.1.4.8 Actively promote the success and expansion of all public festivals and seasonal events.

Action 3.1.4.9 Continue to maintain and enhance strategic partnerships with other regional economic development organizations including Bay Area Houston Economic Partnership (BAHEP) and Galveston County Economic Alliance (GCEA).

Action 3.1.4.10 Encourage and support skill-development, internship, mentoring and job fair programs offered by educational institutions for students to ensure adequate workforce development opportunities.

Objective 3.1.5 Reduce the tax burden of residential property owners

Action 3.1.5.1 Facilitate the growth of the commercial property tax base from 22% to at least 30 percent of the City's total property tax base by the end of 2020.

Action 3.1.5.2 Facilitate the construction of at least 10,000 square feet of commercial, retail and office space within the Highway 3 Overlay District by the end of 2020.

Objective 3.1.6 Create an aggressive marketing program to encourage the attraction of targeted commercial and retail developments.

Action 3.1.6.1 Focus marketing efforts primarily on the retail uses identified in the City's Retail Trade Area Analysis and Leakage Analysis.

Action 3.1.6.2 Communicate the City's strategic advantages and development opportunities to commercial real estate brokers/ developers, site location consultants, corporate real estate executives, regional marketing allies, elected representatives, local business leaders and commercial landowners.

Action 3.1.6.3 Invest in enhanced technical assets and capabili-



ties such as specialized software and/or subscription services and maintain a dedicated economic development website.

Action 3.1.6.4 Continuously research, collect and analyze all demographic, tax rate, and competitive comparison data needed to demonstrate the City's strategic advantages.

Action 3.1.6.5 Maintain a current collection of printed and electronic marketing materials, distribution lists, and promotional items for the City and Dickinson Economic Development Corporation.

Action 3.1.6.6 Mount a public relations campaign designed to maximize media exposure for significant economic development accomplishments and opportunities.

Action 3.1.6.7 Establish a continuous advertising presence in those trade publications, websites, conferences and other information sources that are most frequently used by our targeted audiences.

Action 3.1.6.8 Pursue a variety of direct marketing efforts including email and postal solicitations, social media, routine cold calls, public speaking events, and participation in ICSC and other commercial broker events.

Action 3.1.6.9 Maintain an active membership in select economic development, commercial real estate, and target industry associations and attend meetings and networking functions on a regular basis.

Goal 3.2 Promote and increase tourism

Objective 3.2.1 Market and promote activities that attract outside visitors to Dickinson in support of retail, service and hotel businesses

Action 3.2.1.1 Coordinate City of Dickinson tourism brochure to market key events, activities and destinations throughout the year.

Action 3.2.1.2 Actively promote the success and expansion of all public festivals and seasonal events.

Action 3.2.1.3 Develop new tourism initiatives including geocaching, arts, culture and heritage tourism, agricultural and culinary tourism, and nature-based and ecotourism.

Action 3.2.1.4 Identify, encourage development of, and promote under-tapped niche visitor markets and experiences.

Action 3.2.1.5 Market the Dickinson Historic Railroad Center for tourism initiatives and special events.

Action 3.2.1.6 Review current sign placement throughout City and evaluate relocation and/or improvement needed.

Action 3.2.1.7 Develop Master Sign Plan that includes Wayfinding Signs consistent with branding.

Action 3.2.1.8 Actively promote Dickinson properties to hotel/motel developers.

Action 3.2.1.9 Develop economic incentive packages that will encourage the development of select service and/or full service hotels.

Action 3.2.1.10 Support the enhancement and marketing of the Dickinson Bayou Boat Ramp area for fishing, boating, kayaking, canoeing and other venue appropriate events.

Action 3.2.1.11 Support the development and enhancement of community facilities and projects that improve the quality of life within the City of Dickinson, including connectivity, streetscapes, and building a sense of place.



ENDNOTES

¹ The Retail Coach. (2014) *Retail Trade Area Gap/Opportunity Analysis*.

² The City of Dickinson. (2014) *Code of Ordinances, Chapter 18, Part II, Article XI*.

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE March 8, 2016

TOPIC	Presentation Of Annual Racial Profiling Report As It Relates To Senate Bill 1074 (Racial Profiling) For Calendar Year 2015 As Required By Article 2.134 Of The Texas Code Of Criminal Procedure.
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BACKGROUND	The Dickinson Police Department received its Annual Traffic Contact Report for the calendar year 2015 from Del Carmen Consulting, LLC. This report was generated and being provided to Council as an informational document to satisfy Article 2.134 of the TCCP. The Chief of Police will be available to answer any questions regarding the report.
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RECOMMENDATION	Information for discussion only.
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ATTACHMENTS	<ul style="list-style-type: none"> • First Four Pages of the Annual Traffic Contact Report. The remainder of the document is available in the City Secretary's office for review.
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FUNDING ISSUES	<input checked="" type="checkbox"/> None <input type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.# - -
-----------------------	---

SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Chief Ron Morales	

ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	

DEL CARMEN CONSULTING, LLC



Annual Contact Report

2015

The Dickinson Police Department

(I) Introduction

Opening Statement

January 21, 2016

Dickinson City Council
Dickinson, Texas 77539

Dear Distinguished Members of the City Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001 the Texas Racial Profiling Law. Since then, the Dickinson Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements are now in place. These most recent requirements have been incorporated by the Dickinson Police Department and are also being addressed in this report.

This particular report contains three sections with information on traffic and motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the Dickinson Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents in addition to the Texas Senate Bill (SB1074); which later became the Texas Racial Profiling Law. In addition, you will find the Texas HB 3389, which, in 2009, introduced new requirements relevant to racial profiling. Also, in this section, a list of requirements relevant to the Racial Profiling Law as established by TCOLE (Texas Commission on Law Enforcement) is included. In addition, you will find, in sections 2 and 3 documentation which demonstrates compliance by the Dickinson Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the implementation of an institutional policy banning racial profiling, the incorporation of a racial profiling complaint process and the training administered to all law enforcement personnel.

The last section of this report provides statistical data relevant to contacts, made during the course of motor vehicle stops, between 1/1/15 and 12/31/15. In addition, this section contains the TCOLE Tier 1 form, which is required to be submitted to this particular organization by March 1st of each year. The data in this report has been analyzed and compared to data derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report. The findings in this report serve as evidence of the Dickinson Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.
Del Carmen Consulting, LLC

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- e) The Most Recent Legal Requirements (H.B. 3389)

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- a) Checklist
- b) Contact Information

TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of *what* must be accomplished by an agency but allows wide latitude in determining *how* the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

AN ACT

relating to the prevention of racial profiling by certain peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained;

and

(B) whether a search was conducted and, if so,

whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual

who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop;
and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax

effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~(7)~~ the date of conviction; and

(9) ~~(8)~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as

added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 200

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

**Most Recent Legal Requirements
(H.B. 3389)**

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly:

SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a), (b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle [~~traffie~~] stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [~~or~~] Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle [~~traffie~~] stops in which a citation is issued and to arrests made as a result of [~~resulting from~~] those [~~traffie~~] stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual [~~person~~] detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency,

regardless of whether the administrator is elected, employed, or appointed, to submit [to the governing body of each county or municipality served by the agency] an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [traffic] stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [traffic] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle [traffic] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [TRAFFIC AND PEDESTRIAN] STOPS. (a) In this article, "race[+

~~(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any [each] person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop [traffic law or ordinance alleged to have been violated or the suspected offense];

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the

search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description [~~the type~~] of the contraband or evidence [~~discovered~~];

(5) the reason for the search, including whether:
(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [~~existed and the facts supporting the existence of that probable cause~~];

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop[, ~~including a description of the warning or a statement of the violation charged~~].

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) [~~means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest~~].

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [~~local~~] law enforcement agency shall submit a report containing the incident-based data [~~information~~] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [~~in a manner approved by the agency~~].

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [~~determine the prevalence of racial profiling by peace officers employed by the agency~~]; and

(B) examine the disposition of motor vehicle

~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from ~~the~~ stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle ~~[traffic and pedestrian]~~ stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle ~~[traffic and pedestrian]~~ stop

for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [~~traffic or pedestrian~~] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and
(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;
(2) the person receives community supervision, including deferred adjudication; or
(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and
(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or

municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;

(5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;

(7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; [~~and~~]

(8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and

(9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal

Procedure) . . . \$3;

(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; [~~and~~]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;
- (2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure; or
- (3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

(II) Responding to the Law

Institutional Policy on Racial Profiling

	DICKINSON POLICE DEPARTMENT	
	Policy 2.2 Bias Based Policing	
	Effective Date: 07/18/2011	Replaces: N/A
	Approved:  _____ Chief of Police	
	Reference: TBP 2.01.1	

I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, national origin, ethnicity, age, or religion. All people carry biases: in law enforcement, however, the failure to control our biases can lead to illegal arrests, searches, and detentions, thus thwarting the mission of our department. Most importantly, actions guided by bias destroy the trust and respect essential for our mission to succeed. We live and work in communities very diverse in population: respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions, particularly stops of individuals (for traffic and other purposes), investigative detentions, arrests, searches and seizures of persons or property, shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions which support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, sex, sexual orientation, gender, national origin, ethnicity, age, or religion. Officers shall base all such actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement contacts between officers and the public.

II. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Most of the following terms appear in this order. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Bias: Prejudice or partiality which may be based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. Ethnicity: A cluster of characteristics which may include race but also cultural characteristics or traits which are shared by a group with a common experience or history.
- D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. Probable cause: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
- F. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, or Native American descent. As distinct from ethnicity, race only refers to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Articulate, objective facts which lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.

- J. Stop: The detention of a subject for a brief period of time, based on reasonable suspicion. A stop is investigative detention.

IV. PROCEDURES

A. General responsibilities

1. Officers are prohibited from engaging in bias based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, national origin, citizenship, religion, ethnicity, age, gender, color, creed, sexual orientation, disability, or economic status. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01.1)
2. Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall only be subjected to stops, seizures, or detention upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
3. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
 - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
4. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.

b. All personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the department

5. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety. When concluding an encounter, personnel shall thank him or her for cooperating.
6. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
7. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
5. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.

6. Supervisors shall facilitate the filing of any complaints about law enforcement service.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (TBP: 2.01.1)

1. Officers shall complete all training required by state law regarding bias based profiling.

V. COMPLAINTS

- A. The department shall publish “How to Make a Complaint” folders and make them available at all city facilities and other public locations throughout the city. The department’s complaint process and its bias based profiling policy will be posted on the department’s website. Whenever possible, the media will be used to inform the public of the department’s policy and complaint process.
- B. Complaints alleging incidents of bias based profiling will be fully investigated as described under Policy 2.4.
- C. Complainants will be notified of the results of the investigations when such investigation is completed.

VI. RECORD KEEPING

- A. The department will maintain all required records on traffic stops where a citation is issued or where an arrest is made subsequent to a traffic stop pursuant to state law.
- B. The information collected above will be reported to the city council annually.

The information will also be reported to TCLEOSE in the required format.

**Complaint Process: Informing the
Public and Addressing Allegations of
Racial Profiling Practices**

Informing the Public on the Process of Filing a Racial Profiling Complaint with the Dickinson Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a racial profiling complaint. In an effort to comply with this particular component, the Dickinson Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a complaint on a racial profiling violation by a Dickinson Police officer. It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

Racial Profiling Training

Racial Profiling Training

Since 2002, all Dickinson Police officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Dickinson Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Dickinson has been included in this report.

It is important to recognize that the Chief of the Dickinson Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Dickinson Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

Racial Profiling
Course Number 3256
Texas Commission on Law Enforcement
September 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs

2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption

2. Traffic violation acceptable as pretext for further investigation

3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine

2. Stopping and briefly detaining a person

3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)

2. Maryland v. Wilson, 117 S.Ct. 882 (1997)

3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)

4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)

5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)

6. New York v. Belton, 453 U.S. 454 (1981)

2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers

D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
2. The driver and passengers are questioned about things that do not relate to the traffic violation
3. The driver and passengers are ordered out of the vehicle
4. The officers visually check all observable parts of the vehicle
5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)

3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074:

<http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

Report on Complaints

Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/15---12/31/15, based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

A check above indicates that the Dickinson Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/15 ---- 12/31/15.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint No.	Alleged Violation			Disposition of the Case

Additional Comments:

Tables Illustrating Traffic and Motor Vehicle-Related Contacts

Tier 1 Data

(I) Tier 1 Data

Motor Vehicle-Related Contact Information (1/1/15—12/31/15)

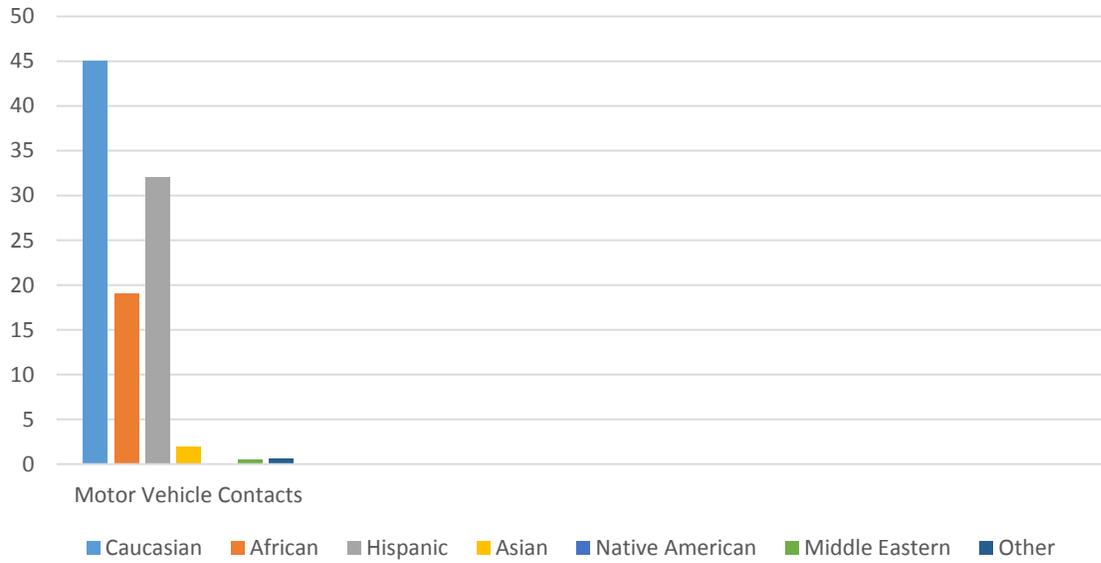
Race/Ethnicity*	Contacts		Searches		Consensual Searches		PC Searches		Custody Arrests	
	N	%	N	%	N	%	N	%	N	%
Caucasian	1,455	45	31	43	14	47	18	44	93	38
African	615	19	15	21	9	30	7	17	58	24
Hispanic	1,047	32	24	33	7	23	14	34	92	37
Asian	71	2	0	0	0	0	0	0	2	.8
Native American	2	.06	0	0	0	0	0	0	0	0
Middle Eastern	17	.5	2	3	0	0	2	5	1	.4
Other	20	.6	0	0	0	0	0	0	0	0
Total	3,227	100	72	100	30	100	41	100	246	100

“N” represents “number” of traffic-related contacts

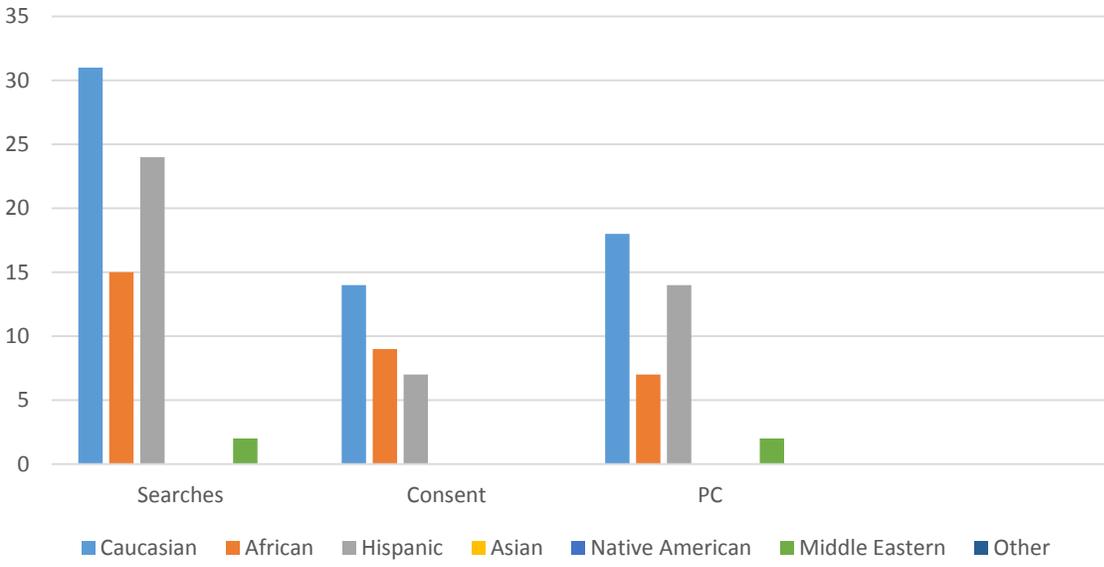
* Race/Ethnicity is defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Native American or Middle Eastern”.

**Figure has been rounded

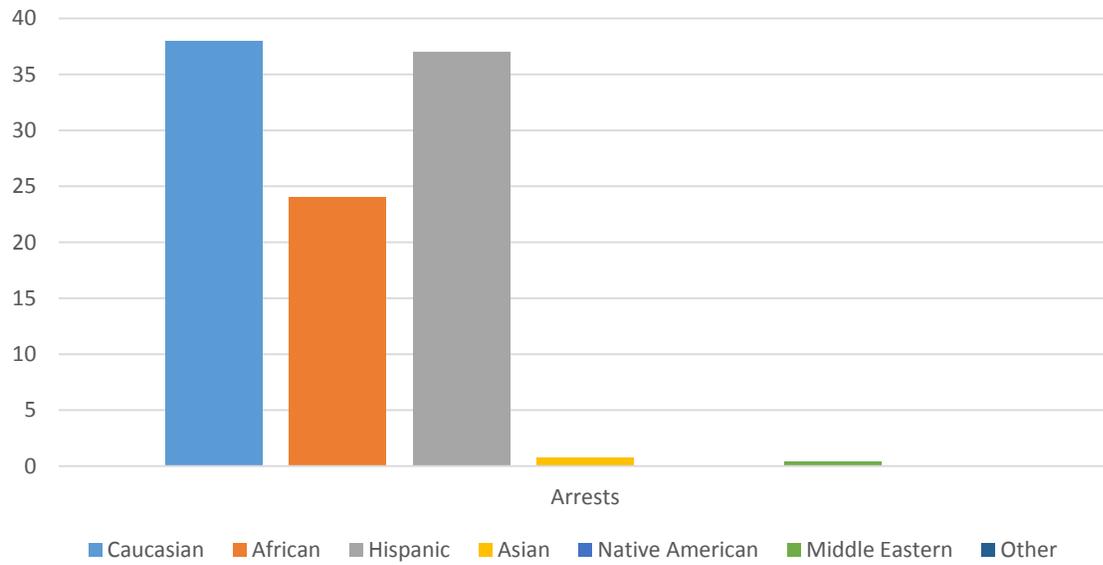
Tier 1 Data (Motor Vehicle Contacts in Percentages)



Tier 1 Data (Frequency of Searches)



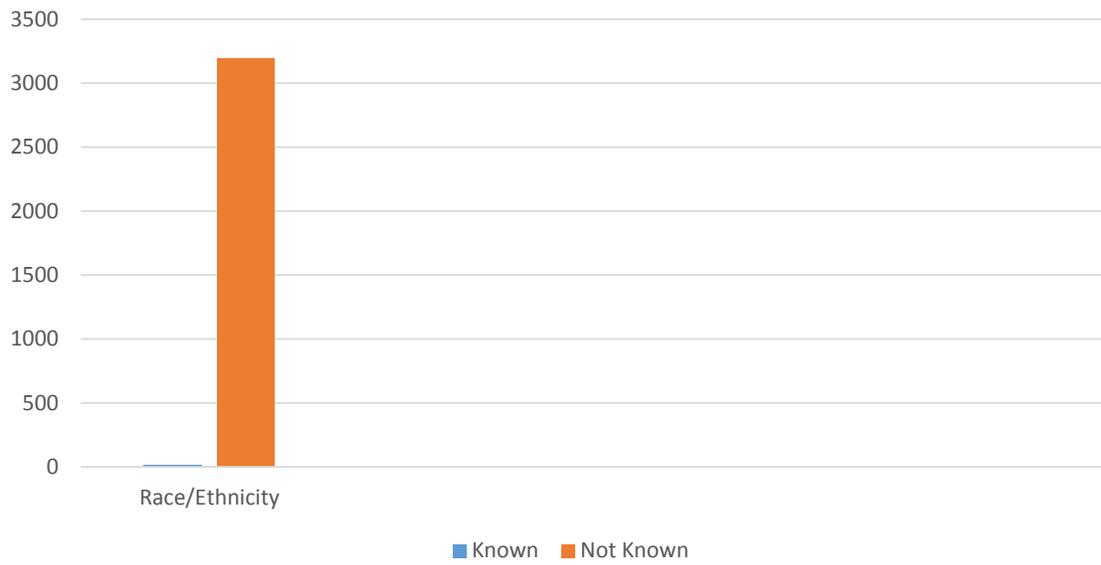
Tier 1 Data (Arrests in Percentages)



Total Number of Instances where Officers Knew/did not Know Race/Ethnicity of Individuals Before Being Detained (1/1/15--12/31/15)

Total Number of Instances where Officers <u>Knew</u> Race and Ethnicity of Individuals Before Being Detained	Total Number of Instances where Officers <u>Did Not Know</u> the Race and Ethnicity of Individuals Before Being Detained
16	3,191

Known Race/Ethnicity (Frequencies)



Tier 1 (Partial Exemption TCLEOSE Form)

Partial Exemption Racial Profiling Reporting (Tier 1)

Department Name Dickinson Police Department

Agency Number 167213

Chief Administrator Name Chief Ron Morales

Reporting Name Terri Rogers

Contact Number 281-337-6315

E-mail Address trogers@ci.dickinson.tx.us

Certification to Report 2.132 (Tier 1) – Partial Exemption

Policy Requirements (2.132(b) CCP): Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

These polices are in effect



01/22/2016

Chief Administrator Date

Partial Exemption Racial Profiling Reporting

(Tier 1)

Video and Audio Equipment Exemption

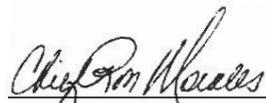
Partial Exemption Claimed by (2.135(a) CCP):

all cars regularly used for motor vehicle stops are equipped with video camera and transmitter-activated equipment and each motor stop is recorded and the recording of the stop is retained for at least 90 days after the stop.

OR

In accordance with 2.135(a)(2) the agency has requested and not received funds to install the recording equipment

I claim this exemption



01-22-2016

Chief Administrator Date

Partial Exemption Racial Profiling Reporting (Tier 1)

(This is the TCLEOSE recommended form. The form is not mandatory. The information contained in this form, however, is mandatory. You may use your form, but all information must be provided.)

If you claim a partial exemption you must submit a report that contains the following data or use this format to report the data.

Instructions: Please fill out all boxes. If zero, use 0.

1. Total on lines 4, 11, 14, and 17 Must be equal

2. Total on line 20 Must equal line 15

Number of Motor Vehicle Stops:

1. 2,817 citation only

2. 276 arrest only

3. 114 both

4. 3,207 Total

Race or Ethnicity:

5. 615 African

6. 71 Asian

7. 1,435 Caucasian

8. 1,047 Hispanic

9. 17 Middle Eastern

10. 2 Native American

20 Others

11. 3,207 Total

Race or Ethnicity Known Prior to Stop?

12. 16 Yes

13. 3,191 No

14. 3,207 Total

Search Conducted:

15. 72 Yes

16. 3,135 No

17. 3,207 Total

Was Search Consented?

18. 31 Yes

19. 41 No

20. 72 Total Must Equal # 15

Option to submit required data by utilizing agency report

You must submit your report in PDF format

Electronic Submission of data required by 2.132(b)(6) CCP

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

This report meets the above requirements



01-22-2016

Chief Administrator

Date

Send entire documents electronically to this website

www.tcleose.state.tx.us

Tier 1 Baseline Comparison (Fair Roads Standard)

(II) Motor Vehicle-Contacts and Fair Roads Standard Comparison

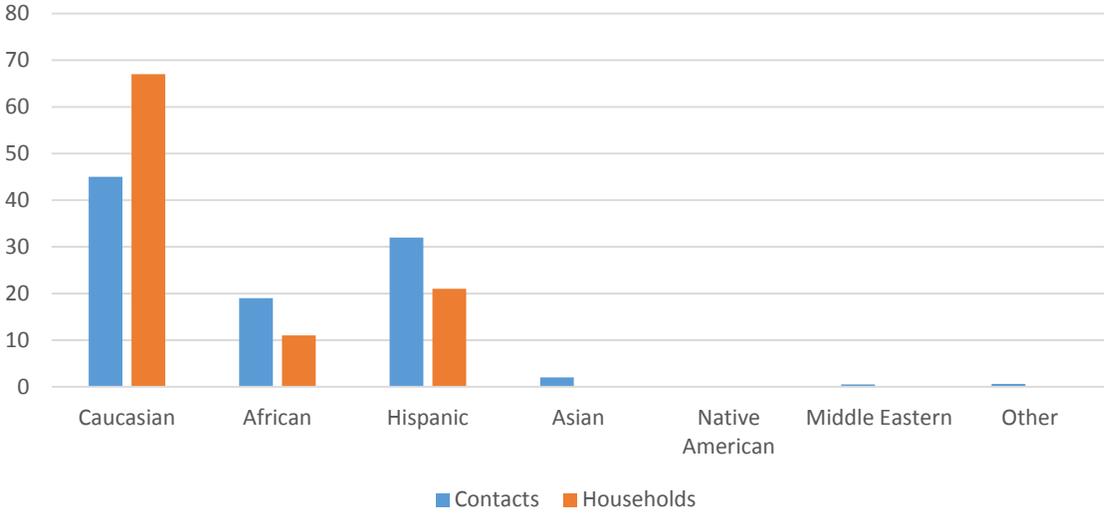
Comparison of motor vehicle-related contacts with households in Dickinson that have vehicle access (in percentages). (1/1/15—12/31/15)

Race/Ethnicity*	Contacts (in percentages)	Households with vehicle access (in percentages)
Caucasian	45	67
African	19	11
Hispanic	32	21
Asian	2	0
Native American	.06	N/A
Middle Eastern	.5	N/A
Other	.6	N/A
Total	100	99**

* Race/Ethnicity are defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Native American and Middle Eastern”.

**Represents rounded figure

Motor Vehicle Contacts and Households (Percentages) 2015



Tier 1 Data
(Fourteen-Year Comparative Analysis)
(2002—2015)

(III) Fourteen-Year Tier 1 Data Comparison

**Comparison of Fourteen-Year Traffic and Motor Vehicle-Related Contact Information
(1/1/02---12/31/15)**

Race/Ethnicity*	Traffic-Related Contacts (in percentages)							
	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
Caucasian	80	56	55	59	55	65	65	64
African	15	13	14	13	14	15	15	16
Hispanic	3	28	28	25	28	18	17	17
Asian	1	2	2	2	2	1	2	2
Native American	.05	.17	.1	0	.07	.1	.1	.05
Other	1	.50	.5	.2	.7	.1	.7	1
Total	100	100**	100**	100**	100**	100**	100	100**

* Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Native American”.

** Figure has been rounded.

**Comparison of Fourteen-Year Traffic and Motor Vehicle-Related Contact Information
(1/1/02---12/31/15)**

Race/Ethnicity*	Motor Vehicle-Related Contacts (in percentages)					
	(10)	(11)	(12)	(13)	(14)	(15)
Caucasian	59	62	67	61	59	45
African	18	19	19	18	17	19
Hispanic	17	13	12	19	22	32
Asian	1	2	2	1	1	2
Native American	0	0	0	0	.05	.06
Middle Eastern	.2	.03	0	.2	.2	.5
Other	4	3	.5	0	0	.6
Total	100**	100	100	100	100	100

*Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Native American and Middle Eastern”.

** Figure has been rounded.

Comparison of Fourteen-Year Traffic and Motor-Vehicle Related Search Information (1/1/02---12/31/15)

Race/Ethnicity*	Search-Related Searches (in percentages)							
	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
Caucasian	82	54	55	57	50	61	62	53
African	14	13	15	14	6	18	19	17
Hispanic	1	30	28	27	44	18	18	21
Asian	1	2	2	2	0	0	.9	0
Native American	.07	.08	0	0	0	1	0	0
Other	1	.39	.3	.09	0	1	.4	9
Total	100**	100**	100	100**	100	100**	100	100

* Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Native American”.

** Figure has been rounded.

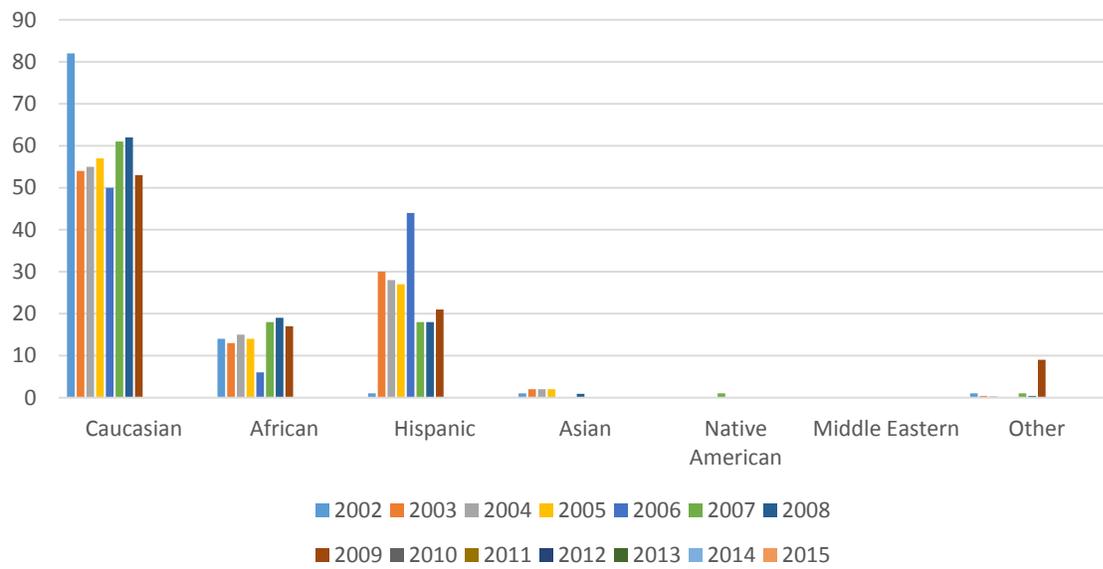
Comparison of Fourteen-Year Traffic and Motor Vehicle-Related Search Information (1/1/02---12/31/15)

Race/Ethnicity*	Motor Vehicle-Related Searches (in percentages)					
	(10)	(11)	(12)	(13)	(14)	(15)
Caucasian	47	46	64	37	43	43
African	24	27	23	26	33	21
Hispanic	27	24	13	37	23	33
Asian	.3	2	.8	0	1	0
Native American	0	0	0	0	0	0
Middle Eastern	0	0	0	0	0	3
Other	2	1	.3	0	0	0
Total	100**	100**	100	100	100	100

*Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Native American and Middle Eastern”.

** Figure has been rounded.

Tier 1 Searches in Percentages (2002--2015)



**Comparison of Fourteen-Year Traffic and Motor Vehicle-Related Arrest Information
(1/1/02---12/31/15)**

Race/Ethnicity*	Motor Vehicle-Related Arrests (in percentages)							
	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
Caucasian	84	35	36	40	38	48	61	56
African	13	19	26	7	9	20	19	21
Hispanic	2	46	38	53	50	31	19	22
Asian	0	0	0	0	0	.7	1	0
Native American	0	0	0	0	0	0	0	0
Other	0	0	0	0	3	0	0	2
Total	100**	100**	100	100	100	100**	100	100**

* Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Native American”.

** Figure has been rounded.

**Comparison of Fourteen-Year Traffic and Motor Vehicle-Related Arrest Information
(1/1/02---12/31/15)**

Race/Ethnicity*	Motor Vehicle-Related Arrests (in percentages)					
	(10)	(11)	(12)	(13)	(14)	(15)
Caucasian	42	47	42	41	46	38
African	25	23	28	41	29	24
Hispanic	30	21	27	18	25	37
Asian	0	2	0	0	.7	.8
Native American	0	0	0	0	0	0
Middle Eastern	0	0	0	0	0	.4
Other	3	6	3	0	0	0
Total	100**	100**	100	100	100	100

*Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Native American and Middle Eastern”.

** Figure has been rounded.

Analysis and Interpretation of Data

Analysis

In 2001, the Texas legislature passed Senate Bill 1074 which became the Texas Racial Profiling Law. That is, the law came into effect on January 1, 2002 and required all police departments in Texas, to collect traffic-related data and report this information to their local governing authority by March 1st of each year. In 2009, the racial profiling law was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or arrest made. In addition, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individual before detaining them. Further, it is required that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and presenting this information is to determine if police officers in a particular municipality are engaging in the practice of racially profiling minority motorists.

The Texas Racial Profiling Law also requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if individual police officers are engaging in racial profiling, from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific “individual” racist behavior from aggregate-level “institutional” data on traffic or motor vehicle-related contacts.

As stated previously, in 2009, the Texas Legislature passed House Bill 3389, which modified the existing Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These most recent changes include, but are not exclusive of, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it requires police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the more recent law requires adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year. I am pleased to inform you that these additional requirements have been addressed, since 2009, by the Dickinson Police Department as it is demonstrated throughout this report.

In an effort to comply with The Texas Racial Profiling Law, the Dickinson Police Department commissioned the analysis of its 2015 motor vehicle contact data. Thus, three different types of data analyses were performed. The first of these involved a careful evaluation of the 2015 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Caucasians, African Americans, Hispanics, Asians, Native Americans, Middle Easterners and individuals belonging to the “other” category, that came in contact with the police in the course of a motor vehicle related contact, and were either issued a citation or arrested. Further, the analysis included information relevant to the number and

percentage of searches (table 1) while indicating the type of search performed (i.e., consensual or probable cause). Also, the data analysis included the number and percentage of individuals who, after they came in contact with the police for a motor vehicle-related reason, were arrested.

The additional data analysis performed was based on a comparison of the 2015 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, it should be noted that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Dickinson Police Department opted to adopt, as a baseline measure, the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2010) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It is clear that census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the Dickinson Police Department in 2015 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

Since 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, the Dickinson Police Department made a decision that it would use this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to Dickinson.

The final analysis was conducted while using the 2002--2009 traffic data and the 2010—2015 motor-vehicle related data. Specifically, all traffic-related contacts made in 2009 were compared to similar figures reported in 2002, 2003, 2004, 2005, 2006, 2007 and 2008. Similarly, motor vehicle contact data was compared while using data from 2010, 2011, 2012, 2013, 2014 and 2015. There is no question that the comparison of fourteen years of traffic/motor vehicle contact data highlight areas of consistency with regards to traffic and motor vehicle-related contacts. That is, the fourteen-year comparison has the potential of revealing indicators that a possible trend of traffic and motor vehicle-based contacts with regards to members of a specific minority group, may in fact, develop.

Tier 1 (2015) Motor Vehicle-Related Contact Analysis

When analyzing the Tier 1 data collected in 2015, it was evident that most motor vehicle-related contacts were made with Caucasian drivers. This was followed by Hispanic and African American drivers. With respect to searches, most of them were performed on Caucasian drivers. This was followed by Hispanics and African Americans. It is important to note that the arrest data revealed that Caucasian drivers were arrested the most in motor vehicle-related contacts; this was followed by Hispanics and African Americans.

Fair Roads Standard Analysis

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in Dickinson who indicated, in the 2010 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of individuals of Caucasian descent that came in contact with the police was lower than the percentage of Caucasian households in Dickinson that claimed, in the 2010 census, to have access to vehicles. With respect to African Americans, Hispanics and Asians, a higher percentage of contacts were detected. That is, the percentage of African American, Hispanic and Asian drivers that came in contact with the police in 2015 was higher than the percentage of African American, Hispanic and Asian households in Dickinson with access to vehicles.

Fourteen-Year Comparison

The fourteen-year comparison (02-15) of traffic and motor vehicle related-contact data showed some similarities. As illustrated in table 3, the percentage of drivers (from different racial/ethnic groups) that came in contact with the Dickinson Police in 2015 was similar to the percentage of drivers, from the same racial/ethnic groups that came in contact with the Dickinson Police Department from 2002 to 2014. However, a few differences were noted. When comparing 2015 to the previous years, there was an increase in percentage of contacts among African American, Hispanic and Asian drivers. A decrease in percentage was detected among Caucasians.

It is clear that commonalities in the data existed, when analyzing the search-related contacts for all fourteen years. A decrease in percentage was noted among African Americans and Asians; the opposite was true for Hispanics. When considering the arrests made, the data revealed that the percentage of arrests increased among Hispanics while a decrease in percentage was evident among Caucasians and African Americans. It should be noted that the 2010, 2011, 2012, 2013, 2014 and 2015 data should be analyzed while considering that since January 1st of 2010, a contact was re-defined by the law; thus, making it statistically challenging to compare traffic contacts (collected and reported from 2002-2009) with motor vehicle contacts (collected and reported since 2010).

Summary of Findings

The comparison of motor vehicle contacts showed that the Dickinson Police Department came in contact (in motor vehicle-related incidents) with a higher percentage of African American, Hispanic and Asian drivers than the percentage that resided in Dickinson and had access to vehicles. Further, the data suggested that the percentage of Caucasian drivers that came in contact with the police in 2015 was lower than the percentage of Caucasian households in Dickinson with access to vehicles. In addition, the data showed that in a large number of instances, officers did not know the race or ethnicity of individuals before detaining them, when compared to instances where officers knew the race/ethnicity of individuals before they were detained.

An examination of the fourteen-year traffic and motor vehicle-related contact data suggested that the Dickinson Police Department has been, for the most part, consistent in the racial/ethnic composition of motorists it comes in contact with during a given year. The consistency of contacts for the past fourteen years is in place despite the fact the city demographics may have changed, thus, increasing the number of subjects likely to come in contact with the police.

While considering the findings made in this analysis, it is recommended that the Dickinson Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals. Although this additional data may not be required by state law, it is likely to provide insights regarding the nature and outcome of all motor vehicle contacts made with the public.

As part of this effort, the Dickinson Police Department is also encouraged to:

- 1) Perform an independent search analysis on the search data collected in the first quarter of 2016.
- 2) Commission data audits in 2016 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The Dickinson Police Department has, once again, complied with the Texas Racial Profiling Law.

(III) Summary

Checklist

Checklist

The following requirements **were** met by the Dickinson Police Department in accordance with The Texas Racial Profiling Law:

- Clearly defined act or actions that constitute racial profiling
- Statement indicating prohibition of any peace officer employed by the Dickinson Police Department from engaging in racial profiling
- Implement a process by which an individual may file a complaint regarding racial profiling violations
- Provide public education related to the complaint process
- Implement disciplinary guidelines for officer found in violation of the Texas Racial Profiling Law
- Collect data (Tier 1) that includes information on
 - a) Race and ethnicity of individual detained
 - b) Whether a search was conducted
 - c) If there was a search, whether it was a consent search or a probable cause search
 - d) Whether a custody arrest took place
- Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- Produce an annual report on police contacts (Tier 1) and present this to local governing body and TCOLE by March 1, 2016.
- Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

Contact Information

Contact Information

For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting, LLC

817.681.7840

www.texasracialprofiling.com

www.delcarmenconsulting.com

Disclaimer: The author of this report, Alejandro del Carmen/del Carmen Consulting, LLC, is not liable for any omissions or errors committed in the acquisition, analysis, or creation of this report. Further, Dr. del Carmen/del Carmen Consulting is not responsible for the inappropriate use and distribution of information contained in this report. Further, no liability shall be incurred as a result of any harm that may be caused to individuals and/or organizations as a result of the information contained in this report.

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE March 08, 2016

TOPIC	Presentation of Annual Racial Profiling Report as it relates to Senate Bill 1074 (Racial Profiling) for calendar year 2015 as required by Article 2.134 of the Texas Code of Criminal Procedure.
--------------	--

BACKGROUND	As it is not the policy of the Dickinson Fire Marshal's Office to make traffic stops in the "routine" performance of our officers' official duties, this office claims "Full Exemption" with the Texas Commission on Law Enforcement (TCOLE) for Racial Profiling Reporting.
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RECOMMENDATION	Information for discussion only.
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ATTACHMENTS	<ul style="list-style-type: none"> • Copy of the Dickinson Fire Marshal's Office, electronic reporting to TCOLE.
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FUNDING ISSUES	<input checked="" type="checkbox"/> Not budgeted <input type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.# - -
-----------------------	--

SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Lee Darrow, Fire Marshal	

ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name: DICKINSON FIRE MARSHAL'S OFFICE
Reporting Date: 01/01/2016
TCOLE Agency Number: 167310
Chief Administrator: Leonard M. Darrow
Agency Contact Information: Phone: 281-337-6262
Email: ldarrow@ci.dickinson.tx.us
Mailing Address:
DICKINSON FIRE MARSHAL'S OFFICE
4403 HIGHWAY 3
DICKINSON, TX 77539

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: *Leonard M. Darrow*

Chief Administrator

DICKINSON FIRE MARSHAL'S OFFICE

Date: 01/01/2016

Submitted electronically to the



The Texas Commission on Law Enforcement

MEETING DATE March 8, 2016

TOPIC	Award Of Competitive Sealed Bid #1601-01 For City Of Dickinson Street Rehabilitation 2016 For 35th Street (Kansas Ave. To California Ave.), Nebraska Street (46th Street To WWTP), And Johnson Street (Dead End North Of Lobenstein Ln To Dead End South Of Lobenstein Ln) To Aranda Brothers Construction Co., In An Amount Not To Exceed \$1,328,696.00.
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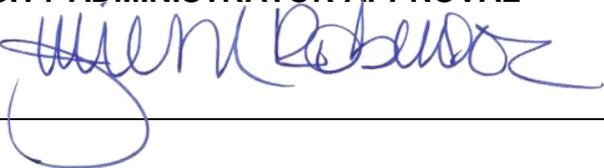
BACKGROUND	<p>On January 20, 2016, at approximately 10:10 a.m., IDS Engineering opened competitive sealed bids for City of Dickinson Street Rehabilitation 2016 (CSB #1601-01) for all supervision, materials, labor, and equipment necessary for the placement of 6-inches of concrete paving on 35th Street (Kansas Ave. to California Ave.), Nebraska Street (46th Street to WWTP), and Johnson Street (dead end North of Lobenstein Ln to dead end South of Lobenstein Ln). The City received five bids for the project. IDS Engineering reviewed and qualified each of the bids and recommends that the City award the bid to Aranda Brothers Construction Co., the lowest qualified bidder, at a bid of \$1,328,696.00.</p> <p>While the total bid is \$1,328,696, staff recommends removing the extra work items totaling \$229,421. This deductive change order will be presented to Council for approval following the award of the contract. This will result in a revised contract amount of \$1,099,275.00.</p> <p>This project will be funded by the City of Dickinson Street Maintenance Sales Tax. As predicted, the fully bid-out project came in over the original budget which anticipated City crews doing the subgrade preparation; however, there is enough funding available in the Street Maintenance Sales Tax fund balance to cover the additional amount. If approved, this additional amount will be included in the first budget amendment for FY2016.</p>
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RECOMMENDATION	Staff recommends that Council award Competitive Sealed Bid #1601-01 for City of Dickinson Street Rehabilitation 2016 for 35th Street (Kansas Ave. to California Ave.), Nebraska Street (46th Street to WWTP), and Johnson Street (dead end North of Lobenstein Ln to dead end South of Lobenstein Ln) to Aranda Brothers Construction Co., In An Amount Not To Exceed \$1,328,696.00.
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	

ATTACHMENTS	<ul style="list-style-type: none"> • Recommendation from IDS Engineering and Bid Tabulation • Copy of Competitive Sealed Bid #1601-01 • Copy of Addendum Number 1 to Competitive Sealed Bid #1601-01 • Copy of Addendum Number 2 to Competitive Sealed Bid #1601-01
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FUNDING ISSUES	<input type="checkbox"/> Not applicable <input type="checkbox"/> Not budgeted <input type="checkbox"/> Full Amount already budgeted. <input checked="" type="checkbox"/> Funds to be taken from Street Maintenance Sales Tax Fund Balance.
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SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Stephanie Russell, Administrative Services Manager	

ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

DIVIDER PAGE



March 01, 2016

City of Dickinson
4403 State Highway 3
Dickinson, Texas 77539

Attention: Mr. Kellis George, Director of Public Works

Reference: Dickinson Street Rehabilitation 2016, 35th Street from Kansas Ave. to California Ave.,
Nebraska Street from 46th Street to WWTP, and Johnson Street from Dead End North of
Lobenstein Ln to Dead End South of Lobenstein Ln, City of Dickinson;
1601-01 / 1841-010-01, Contract No. 1

Dear Mr. George:

In accordance with bidding schedule, bids were opened and read on January 20, 2016, for construction of the above referenced project. A copy of the Bid Tabulation is attached.

We have examined the bids submitted. Mathematical errors did not affect the position of the lowest bidder. The references and financial statements of low bidder have been checked.

We, therefore, recommend award of the contract to the low bidder, Aranda Brothers Construction Co., Inc. in the amount of \$1,328,696.00. We also recommend that the City delete the extra work items from the contract totaling \$229,421.00. This will result in a revised contract amount of \$1,099,275.00. This deductive change order will be presented to the City following award of the contract. Attached is the Certificate of Interested Parties (Form 1295) completed by contractor recommended for award of the above referenced project.

If you have any questions or comments, please call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Travis S. Sellers".

Travis S. Sellers, P.E.
Vice President

TSS/jbw

X:\1800\184101001 35th Street\CPS\060 Corres\REC_OF_AWARD_TO_OWNER Rev 2.docx

cc: IDS CP File (B)

CITY OF DICKINSON, TEXAS

BID TABULATION

COMPETITIVE SEALED BID # 1601-01

CITY OF DICKINSON
2016 STREET REHABILITATION

35TH STREET FROM KANSAS AVE. TO CALIFORNIA AVE.
NEBRASKA STREET FROM 46TH STREET TO WWTP
JOHNSON STREET FROM DEAD END NORTH OF LOBENSTEIN LANE TO
DEAD END SOUTH OF LOBENSTEIN LANE

GENERAL ITEMS (all streets):				Engineer's Estimate		Aranda Brothers Construction Co., Inc.		MAR-CON Services, LLC		RAC Industries, LLC		Conrad Construction Co., Ltd.		G.W. Phillips Concrete Construction, Inc.	
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Mobilization	L.S.	1	\$ 134,000.00	\$ 134,000.00	\$ 95,000.00	\$ 95,000.00	\$ 281,238.70	\$ 281,238.70	\$ 70,000.00	\$ 70,000.00	\$ 135,000.00	\$ 135,000.00	\$ 50,000.00	\$ 50,000.00
2	Traffic Control Plan	L.S.	1	\$ 40,000.00	\$ 40,000.00	\$ 11,250.00	\$ 11,250.00	\$ 24,150.00	\$ 24,150.00	\$ 9,200.00	\$ 9,200.00	\$ 125,000.00	\$ 125,000.00	\$ 60,000.00	\$ 60,000.00
General Items (all streets):					\$ 174,000.00		\$ 106,250.00		\$ 305,388.70		\$ 79,200.00		\$ 260,000.00		\$ 110,000.00
35TH STREET EARTHWORK ITEMS:															
3	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	24	\$ 2,250.00	\$ 54,000.00	\$ 750.00	\$ 18,000.00	\$ 785.80	\$ 18,859.20	\$ 1,300.00	\$ 31,200.00	\$ 2,600.00	\$ 62,400.00	\$ 1,500.00	\$ 36,000.00
Subtotal 35 th Street Earthwork Items:					\$ 54,000.00		\$ 18,000.00		\$ 18,859.20		\$ 31,200.00		\$ 62,400.00		\$ 36,000.00
35TH STREET PAVING ITEMS:															
4	Remove and dispose driveway, All types, All Thicknesses	S.Y.	2,128	\$ 8.00	\$ 17,024.00	\$ 10.00	\$ 21,280.00	\$ 4.60	\$ 9,788.80	\$ 6.00	\$ 12,768.00	\$ 10.00	\$ 21,280.00	\$ 20.00	\$ 42,560.00
5	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	5,743	\$ 59.00	\$ 338,837.00	\$ 60.00	\$ 344,580.00	\$ 43.00	\$ 246,949.00	\$ 60.00	\$ 344,580.00	\$ 70.00	\$ 402,010.00	\$ 69.00	\$ 396,267.00
6	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	6,778	\$ 4.00	\$ 27,112.00	\$ 5.00	\$ 33,890.00	\$ 3.30	\$ 22,367.40	\$ 4.50	\$ 30,501.00	\$ 7.50	\$ 50,835.00	\$ 8.00	\$ 54,224.00
7	Furnish Lime (8%), Complete in Place	TON	196	\$ 175.00	\$ 34,300.00	\$ 160.00	\$ 31,360.00	\$ 170.20	\$ 33,359.20	\$ 161.00	\$ 31,556.00	\$ 200.00	\$ 39,200.00	\$ 180.00	\$ 35,280.00
8	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	2,809	\$ 69.00	\$ 193,821.00	\$ 55.00	\$ 154,495.00	\$ 55.50	\$ 155,899.50	\$ 72.00	\$ 202,248.00	\$ 80.00	\$ 224,720.00	\$ 72.00	\$ 202,248.00
9	Relocate R1-1 Stop Sign with Street Name Signs, Complete in Place	EA	1	\$ 700.00	\$ 700.00	\$ 400.00	\$ 400.00	\$ 131.40	\$ 131.40	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00
10	Asphalt transition: 2" HMA Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	123	\$ 140.00	\$ 17,220.00	\$ 50.00	\$ 6,150.00	\$ 103.20	\$ 12,693.60	\$ 115.00	\$ 14,145.00	\$ 120.00	\$ 14,760.00	\$ 35.00	\$ 4,305.00
Subtotal 35 th Street Paving Items:					\$ 629,014.00		\$ 592,155.00		\$ 481,188.90		\$ 636,148.00		\$ 753,305.00		\$ 735,284.00

35 TH STREET EROSION CONTROL ITEMS:															
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
11	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 6,500.00	\$ 6,500.00	\$ 25,850.80	\$ 25,850.80	\$ 8,700.00	\$ 8,700.00	\$ 13,000.00	\$ 13,000.00	\$ 3,000.00	\$ 3,000.00
12	Furnish and Install Sodding, Complete in Place	S.Y.	1,396	\$ 5.00	\$ 6,980.00	\$ 5.00	\$ 6,980.00	\$ 3.50	\$ 4,886.00	\$ 5.00	\$ 6,980.00	\$ 6.00	\$ 8,376.00	\$ 6.00	\$ 8,376.00
Subtotal 35 th Street Erosion Control Items:					\$ 14,980.00		\$ 13,480.00		\$ 30,736.80		\$ 15,680.00		\$ 21,376.00		\$ 11,376.00
35 TH STREET MISCELLANEOUS ITEMS:															
13	Adjust Manhole to Finished Grade	EA.	1	\$ 600.00	\$ 600.00	\$ 1,300.00	\$ 1,300.00	\$ 301.00	\$ 301.00	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00
Subtotal 35 th Street Miscellaneous Items:					\$ 600.00		\$ 1,300.00		\$ 301.00		\$ 400.00		\$ 1,000.00		\$ 900.00
35 TH STREET EXTRA WORK ITEMS:															
14	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 48.70	\$ 4,870.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00
15	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	422	\$ 69.00	\$ 29,118.00	\$ 69.00	\$ 29,118.00	\$ 69.00	\$ 29,118.00	\$ 69.00	\$ 29,118.00	\$ 69.00	\$ 29,118.00	\$ 69.00	\$ 29,118.00
16	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	1,017	\$ 4.00	\$ 4,068.00	\$ 4.00	\$ 4,068.00	\$ 4.00	\$ 4,068.00	\$ 4.00	\$ 4,068.00	\$ 6.00	\$ 6,102.00	\$ 8.00	\$ 8,136.00
17	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 22.80	\$ 1,140.00	\$ 10.00	\$ 500.00	\$ 12.00	\$ 600.00	\$ 20.00	\$ 1,000.00
18	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00
19	Adjust Water Line, All Sizes, Complete in Place	LF	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 80.00	\$ 8,000.00	\$ 65.00	\$ 6,500.00
20	Lower 12-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 130.00	\$ 3,250.00	\$ 90.00	\$ 2,250.00
21	Lower 18-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 140.00	\$ 3,500.00	\$ 98.00	\$ 2,450.00
22	Lower 24-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 150.00	\$ 3,750.00	\$ 110.00	\$ 2,750.00
23	Adjust sanitary sewer pipe, All sizes, Complete in Place	L.F.	100	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 100.00	\$ 10,000.00	\$ 150.00	\$ 15,000.00
24	Adjust Fire Hydrant to Finished Grade	EA.	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00
25	Adjust Water Valve to Finished Grade	EA.	10	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 600.00	\$ 6,000.00	\$ 800.00	\$ 8,000.00
26	Adjust Water Service Line, All Sizes	EA.	10	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,500.00	\$ 15,000.00
27	Adjust Water Meter to Finished Grade	EA.	10	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 800.00	\$ 8,000.00
Subtotal 35 th Street Extra Work Items:					\$ 99,561.00		\$ 99,561.00		\$ 100,671.00		\$ 99,561.00		\$ 114,320.00		\$ 123,204.00
Subtotal 35th Street All Items + General Items:					\$ 972,155.00		\$ 830,746.00		\$ 937,145.60		\$ 862,189.00		\$ 1,212,401.00		\$ 1,016,764.00

*Minimum allowable bid price. Bidder may choose to quote a higher price.

NEBRASKA STREET EARTHWORK ITEMS:				Engineer's Estimate		Aranda Brothers Construction Co., Inc.		MAR-CON Services, LLC		RAC Industries, LLC		Conrad Construction Co., Ltd.		G.W. Phillips Concrete Construction, Inc.	
28	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	9	\$ 2,250.00	\$ 20,250.00	\$ 1,000.00	\$ 9,000.00	\$ 894.00	\$ 8,046.00	\$ 1,300.00	\$ 11,700.00	\$ 2,600.00	\$ 23,400.00	\$ 1,500.00	\$ 13,500.00
Subtotal Nebraska Street Earthwork Items:					\$ 20,250.00		\$ 9,000.00		\$ 8,046.00		\$ 11,700.00		\$ 23,400.00		\$ 13,500.00
NEBRASKA STREET PAVING ITEMS:															
29	Remove and dispose driveway, All types, All Thicknesses	S.Y.	414	\$ 8.00	\$ 3,312.00	\$ 10.00	\$ 4,140.00	\$ 4.60	\$ 1,904.40	\$ 6.00	\$ 2,484.00	\$ 10.00	\$ 4,140.00	\$ 20.00	\$ 8,280.00
30	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	1,983	\$ 59.00	\$ 116,997.00	\$ 60.00	\$ 118,980.00	\$ 43.00	\$ 85,269.00	\$ 60.00	\$ 118,980.00	\$ 70.00	\$ 138,810.00	\$ 69.00	\$ 136,827.00
31	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	2,346	\$ 3.50	\$ 8,211.00	\$ 5.00	\$ 11,730.00	\$ 3.30	\$ 7,741.80	\$ 4.50	\$ 10,557.00	\$ 7.50	\$ 17,595.00	\$ 8.00	\$ 18,768.00
32	Furnish Lime (8%), Complete in Place	TON	68	\$ 175.00	\$ 11,900.00	\$ 170.00	\$ 11,560.00	\$ 170.20	\$ 11,573.60	\$ 161.00	\$ 10,948.00	\$ 200.00	\$ 13,600.00	\$ 180.00	\$ 12,240.00
33	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	401	\$ 69.00	\$ 27,669.00	\$ 55.00	\$ 22,055.00	\$ 55.90	\$ 22,415.90	\$ 72.00	\$ 28,872.00	\$ 80.00	\$ 32,080.00	\$ 72.00	\$ 28,872.00
34	Relocate R1-1 Stop Sign with Street Name Signs, Complete in Place	EA.	2	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00	\$ 134.70	\$ 269.40	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00
35	Asphalt transition: 2" HMA Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	29	\$ 140.00	\$ 4,060.00	\$ 50.00	\$ 1,450.00	\$ 103.20	\$ 2,992.80	\$ 115.00	\$ 3,335.00	\$ 150.00	\$ 4,350.00	\$ 35.00	\$ 1,015.00
Subtotal Nebraska Street Paving Items:					\$ 173,549.00		\$ 171,315.00		\$ 132,166.90		\$ 175,876.00		\$ 211,575.00		\$ 206,802.00
NEBRASKA STREET EROSION CONTROL ITEMS:															
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
36	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans. Complete in Place	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 4,500.00	\$ 4,500.00	\$ 10,239.70	\$ 10,239.70	\$ 2,300.00	\$ 2,300.00	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00
37	Furnish and Install Sodding, Complete in Place	S.Y.	425	\$ 5.00	\$ 2,125.00	\$ 5.00	\$ 2,125.00	\$ 3.50	\$ 1,487.50	\$ 5.00	\$ 2,125.00	\$ 7.50	\$ 3,187.50	\$ 6.00	\$ 2,550.00
Subtotal Nebraska Street Erosion Control Items:					\$ 10,125.00		\$ 6,625.00		\$ 11,727.20		\$ 4,425.00		\$ 13,187.50		\$ 4,050.00

NEBRASKA STREET WATER LINE ITEMS:															
38	Adjust Water Valve to Finished Grade	EA.	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 57.30	\$ 57.30	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 800.00	\$ 800.00
Subtotal Nebraska Street Water Line Items:					\$ 500.00		\$ 500.00		\$ 57.30		\$ 500.00		\$ 750.00		\$ 800.00
NEBRASKA STREET MISCELLANEOUS ITEMS:															
39	Adjust Manhole to Finished Grade	EA.	3	\$ 600.00	\$ 1,800.00	\$ 1,500.00	\$ 4,500.00	\$ 301.00	\$ 903.00	\$ 400.00	\$ 1,200.00	\$ 1,000.00	\$ 3,000.00	\$ 1,200.00	\$ 3,600.00
Subtotal Nebraska Street Miscellaneous Items:					\$ 1,800.00		\$ 4,500.00		\$ 903.00		\$ 1,200.00		\$ 3,000.00		\$ 3,600.00
NEBRASKA STREET EXTRA WORK ITEMS:															
40	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 48.70	\$ 4,870.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00
41	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	61	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00	\$ 70.00	\$ 4,270.00	\$ 69.00	\$ 4,209.00
42	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	352	\$ 4.00	\$ 1,408.00	\$ 4.00	\$ 1,408.00	\$ 4.00	\$ 1,408.00	\$ 4.00	\$ 1,408.00	\$ 6.00	\$ 2,112.00	\$ 8.00	\$ 2,816.00
43	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 22.80	\$ 1,140.00	\$ 10.00	\$ 500.00	\$ 12.00	\$ 600.00	\$ 20.00	\$ 1,000.00
44	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00
45	Adjust Water Line, All Sizes, Complete in Place	LF	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 80.00	\$ 8,000.00	\$ 65.00	\$ 6,500.00
46	Lower 12-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 130.00	\$ 3,250.00	\$ 90.00	\$ 2,250.00
47	Lower 18-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 140.00	\$ 3,500.00	\$ 98.00	\$ 2,450.00
48	Lower 24-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 150.00	\$ 3,750.00	\$ 110.00	\$ 2,750.00
49	Adjust sanitary sewer pipe, All Sizes, Complete in Place	L.F.	100	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 100.00	\$ 10,000.00	\$ 1,500.00	\$ 150,000.00
50	Adjust water service line, All Sizes	EA.	10	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,500.00	\$ 15,000.00
51	Adjust water meter to finished grade	EA.	10	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 800.00	\$ 8,000.00
Subtotal Nebraska Street Extra Work Items:					\$ 64,992.00		\$ 64,992.00		\$ 66,102.00		\$ 64,992.00		\$ 77,482.00		\$ 216,975.00
Subtotal Nebraska Street All Items:				\$	271,216.00	\$	256,932.00	\$	219,002.40	\$	258,693.00	\$	329,394.50	\$	445,727.00

*Minimum allowable bid price. Bidder may choose to quote a higher price.

JOHNSON STREET EARTHWORK ITEMS:				Engineer's Estimate		Aranda Brothers Construction Co., Inc.		MAR-CON Services, LLC		RAC Industries, LLC		Conrad Construction Co., Ltd.		G.W. Phillips Concrete Construction, Inc.	
52	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	8	\$ 2,250.00	\$ 18,000.00	\$ 1,000.00	\$ 8,000.00	\$ 948.80	\$ 7,590.40	\$ 1,300.00	\$ 10,400.00	\$ 2,600.00	\$ 20,800.00	\$ 1,500.00	\$ 12,000.00
Subtotal Johnson Street Earthwork Items:					\$ 18,000.00		\$ 8,000.00		\$ 7,590.40		\$ 10,400.00		\$ 20,800.00		\$ 12,000.00
JOHNSON STREET PAVING ITEMS:															
53	Remove and dispose driveway, All types, All Thicknesses	S.Y.	496	\$ 8.00	\$ 3,968.00	\$ 10.00	\$ 4,960.00	\$ 4.60	\$ 2,281.60	\$ 6.00	\$ 2,976.00	\$ 10.00	\$ 4,960.00	\$ 20.00	\$ 9,920.00
54	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	1,789	\$ 59.00	\$ 105,551.00	\$ 60.00	\$ 107,340.00	\$ 43.00	\$ 76,927.00	\$ 60.00	\$ 107,340.00	\$ 70.00	\$ 125,230.00	\$ 69.00	\$ 123,441.00
55	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	2,135	\$ 3.50	\$ 7,472.50	\$ 5.00	\$ 10,675.00	\$ 3.30	\$ 7,045.50	\$ 4.50	\$ 9,607.50	\$ 7.50	\$ 16,012.50	\$ 8.00	\$ 17,080.00
56	Furnish Lime (8%), Complete in Place	TON	62	\$ 175.00	\$ 10,850.00	\$ 180.00	\$ 11,160.00	\$ 170.20	\$ 10,552.40	\$ 161.00	\$ 9,982.00	\$ 200.00	\$ 12,400.00	\$ 180.00	\$ 11,160.00
57	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	403	\$ 69.00	\$ 27,807.00	\$ 55.00	\$ 22,165.00	\$ 55.80	\$ 22,487.40	\$ 72.00	\$ 29,016.00	\$ 80.00	\$ 32,240.00	\$ 72.00	\$ 29,016.00
58	Relocate R1-1 Stop Sign with Street Name Signs, Complete in Place	EA.	2	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00	\$ 134.70	\$ 269.40	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00
59	Asphalt transition: 2" HMA Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	30	\$ 140.00	\$ 4,200.00	\$ 50.00	\$ 1,500.00	\$ 103.20	\$ 3,096.00	\$ 115.00	\$ 3,450.00	\$ 150.00	\$ 4,500.00	\$ 35.00	\$ 1,050.00
Subtotal Johnson Street Paving Items:					\$ 161,248.50		\$ 159,200.00		\$ 122,659.30		\$ 163,071.50		\$ 196,342.50		\$ 192,467.00
JOHNSON STREET EROSION CONTROL ITEMS:															
60	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,723.80	\$ 6,723.80	\$ 2,625.00	\$ 2,625.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
61	Furnish and Install Sodding, Complete in Place	S.Y.	350	\$ 5.00	\$ 1,750.00	\$ 5.00	\$ 1,750.00	\$ 3.50	\$ 1,225.00	\$ 5.00	\$ 1,750.00	\$ 7.50	\$ 2,625.00	\$ 6.00	\$ 2,100.00
Subtotal Johnson Street Erosion Control Items:					\$ 9,750.00		\$ 6,750.00		\$ 7,948.80		\$ 4,375.00		\$ 7,625.00		\$ 3,600.00
JOHNSON STREET WATER LINE ITEMS:															
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
62	Adjust Water Valve to Finished Grade	EA.	1	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 58.10	\$ 58.10	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 800.00	\$ 800.00
Subtotal Johnson Street Water Line Items:					\$ 500.00		\$ 700.00		\$ 58.10		\$ 500.00		\$ 750.00		\$ 800.00
JOHNSON STREET MISCELLANEOUS ITEMS:															
63	Adjust Manhole to Finished Grade	EA.	1	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 1,500.00	\$ 301.00	\$ 301.00	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
Subtotal Johnson Street Miscellaneous Items:					\$ 600.00		\$ 1,500.00		\$ 301.00		\$ 400.00		\$ 1,000.00		\$ 1,200.00

JOHNSON STREET EXTRA WORK ITEMS:																	
64	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 48.70	\$ 4,870.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00
65	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	61	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00	\$ 70.00	\$ 4,270.00	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00
66	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	321	\$ 4.00	\$ 1,284.00	\$ 4.00	\$ 1,284.00	\$ 4.00	\$ 1,284.00	\$ 4.00	\$ 1,284.00	\$ 6.00	\$ 1,926.00	\$ 8.00	\$ 2,568.00	\$ 8.00	\$ 2,568.00
67	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 22.80	\$ 1,140.00	\$ 10.00	\$ 500.00	\$ 12.00	\$ 600.00	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00
68	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00
69	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 80.00	\$ 8,000.00	\$ 65.00	\$ 6,500.00	\$ 65.00	\$ 6,500.00
70	Lower 12-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 130.00	\$ 3,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00
71	Lower 18-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 140.00	\$ 3,500.00	\$ 98.00	\$ 2,450.00	\$ 98.00	\$ 2,450.00
72	Lower 24-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 150.00	\$ 3,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00
73	Adjust sanitary sewer pipe, All Sizes, Complete in Place	L.F.	100	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 100.00	\$ 10,000.00	\$ 1,500.00	\$ 150,000.00	\$ 1,500.00	\$ 150,000.00
74	Adjust Water Service Line, All Sizes, Complete in Place	EA.	10	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,500.00	\$ 15,000.00
75	Adjust Water Meter to Finished Grade	EA.	10	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 800.00	\$ 8,000.00	\$ 800.00	\$ 8,000.00
Subtotal Johnson Street Extra Work Items:					\$ 64,868.00		\$ 64,868.00		\$ 65,978.00		\$ 64,868.00		\$ 77,296.00		\$ 216,727.00		\$ 216,727.00
*Minimum allowable bid price. Bidder may choose to quote a higher price.																	
Subtotal 35th Street All Items + General Items:					\$ 830,746.00		\$ 830,746.00		\$ 937,145.60		\$ 862,189.00		\$ 1,212,401.00		\$ 1,016,764.00		\$ 1,016,764.00
Subtotal Nebraska Street All Items:					\$ 256,932.00		\$ 256,932.00		\$ 219,002.40		\$ 258,693.00		\$ 329,394.50		\$ 445,727.00		\$ 445,727.00
Subtotal Johnson Street All Items:					\$ 254,966.50		\$ 241,018.00		\$ 204,535.60		\$ 243,614.50		\$ 303,813.50		\$ 426,794.00		\$ 426,794.00
and Total 35th Street + General Items, Nebraska Street, and				\$	1,342,644.50	\$	1,328,696.00	\$	1,360,683.60	\$	1,364,496.50	\$	1,845,609.00	\$	1,889,285.00	\$	1,889,285.00

Addendum No. 2 revision not acknowledged

math error

DIVIDER PAGE

BID SET

COMPETITIVE SEALED BID #1601-01 CITY OF DICKINSON, TEXAS



DICKINSON STREET REHABILITATION 2016

**35TH STREET FROM KANSAS AVE. TO CALIFORNIA AVE.,
NEBRASKA STREET FROM 46TH STREET TO WWTP, AND
JOHNSON STREET FROM DEAD END NORTH OF LOBENSTEIN LN TO
DEAD END SOUTH OF LOBENSTEIN LN**

COMPETITIVE SEALED BID #1601-01

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR
DICKINSON STREET REHABILITATION 2016
35TH STREET FROM KANSAS AVE. TO CALIFORNIA AVE.,
NEBRASKA STREET FROM 46TH STREET TO WWTP, AND
JOHNSON STREET FROM DEAD END NORTH OF LOBENSTEIN LN TO DEAD END
SOUTH OF LOBENSTEIN LN

COMPETITIVE SEALED BID #1601-01

TABLE OF CONTENTS

CONTRACT DOCUMENTS

- Schedule Summary
- Invitation to Bid
- Scope of Work and Special Conditions
- Instructions to Bidders
- General Conditions of the Bidding
- City of Dickinson Contractor Insurance Requirements
- Schedule of Drawings
- Supplemental Information / Minority/Woman-Owned Business Participation
- Bid Form
- References
- Supplemental Information
- Conflict of Interest Questionnaire
- Bidder Reminder List
- Form Contract for Construction
- Technical Specifications
- Geotechnical Report

BID OPENING DATE: January 20, 2016

COMPETITIVE SEALED BID #1601-01 SCHEDULE SUMMARY

Wednesday	January 6, 2016 Galveston Daily News	Bid Documents Released and 1 st Legal Advertising for Bid
Wednesday	January 13, 2016 Galveston Daily News	2 nd Legal Advertising for Bid
Wednesday	January 13, 2016 10:00 am Dickinson City Hall Council Chambers	Non-Mandatory Pre-Submittal Conference
Thursday	January 14, 2016	Last day for inquiries and clarifications <i>(Please submit all questions via www.CivCastUSA.com)</i>
Wednesday	January 20, 2016 10:00 am Dickinson City Hall 10:10 am Dickinson City Hall Council Chambers	Deadline for Submission of Bids Opening of Bids
Tuesday	February 23, 2016 Dickinson City Hall Council Chambers	City Council Award of Bid and Contract

Note: This schedule is preliminary and may be modified at the discretion of the owner.

COMPETITIVE SEALED BID #1601-01

**DICKINSON STREET REHABILITATION 2016
35TH STREET FROM KANSAS AVE. TO CALIFORNIA AVE.,
NEBRASKA STREET FROM 46TH STREET TO WWTP, AND
JOHNSON STREET FROM DEAD END NORTH OF LOBENSTEIN LN TO DEAD END SOUTH OF
LOBENSTEIN LN**

The City of Dickinson is accepting Competitive Sealed Bids for all supervision, materials, labor and equipment necessary for the removal and disposal of existing pavement and driveways, and placement of 6 inches of concrete paving on 35th Street from Kansas Ave. to California Ave., Nebraska Street from 46th Street to WWTP, and Johnson Street from Dead End North of Lobenstein Ln to Dead End South of Lobenstein Ln.

BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, JANUARY 20, 2016. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

BIDS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, JANUARY 20, 2016 AT 10:10 A.M.

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at www.ci.dickinson.tx.us or obtained in person at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

A non-mandatory pre-submittal conference will be held at 10:00 a.m. on Wednesday, January 13, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Construction documents will be available for review at the pre-submittal conference.

All bids submitted for City consideration must include the original and one copy, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1601-01, Dickinson Street Rehabilitation 2016 – 35th Street from Kansas Ave. to California Ave, Nebraska Street from 46th Street to WWTP, and Johnson Street from Dead End North of Lobenstein Ln to Dead End South of Lobenstein Ln, Attention: Carolyn Anderson, City Secretary", and must contain the name of the company submitting the bid.

A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for 100% of the contract price.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of ninety (90) days from the date bids are opened.

1st Advertisement: Galveston Daily News, January 6, 2016
2nd Advertisement: Galveston Daily News, January 13, 2016

SCOPE OF WORK AND SPECIAL CONDITIONS

1. SCOPE OF WORK

The scope of work under this bid shall include all materials, labor, equipment, supervision and incidentals for removal and disposal of existing pavement and driveways, and placement of 6-inch concrete paving for the following:

- A. 35th Street from Kansas Ave. to California Ave. - approximately 2,270 feet in length and 20 feet wide and requires approximately 5,743 square yards of concrete;
- B. Nebraska Street approximately - 883 feet in length and 20 feet wide and requires approximately 1,983 square yards of concrete;
- C. Johnson Street - approximately 774 feet in length and 20 feet wide and requires approximately 1,790 square yards of concrete;

All work shall be performed in accordance with the Construction Plans developed for the project and available from the Public Works Department and Technical Specifications provided herein.

2. RESPONSIBILITIES OF THE CONTRACTOR

The bidder must be capable of performing all responsibilities normally associated with providing concrete paving in accordance with the Construction Plans available from the Public Works Department and Technical Specifications provided herein. The successful bidder shall furnish all supervision, materials, labor, and equipment for the removal and disposal of existing pavement and driveways, and placement of 6 inches of concrete pavement on the roadways delineated above.

3. CONSTRUCTION SCHEDULE

Following award of bid, City will meet with the successful bidder to develop and submit a construction schedule for each street and for the total scope of work. The successful bidder will be required to complete the entire scope of work as outlined in Section 1 above within 240 calendar days after the date of the first written notice to proceed issued by the City. The work to be performed shall be commenced within ten (10) calendar days after the date a written notice to proceed has been issued to successful bidder by the City. Construction activity is allowed Monday through Friday between the hours of 6:30 am and 10:30 pm and on Saturdays and Sundays between the hours of 8:30 am and 10:30 pm, unless otherwise permitted by the Director of Public Works in compliance with the City's noise regulations.

4. USE OF SUBCONTRACTORS

The City specifically prohibits the use of subcontractors without written authorization. Authorized subcontractors are subject to the same insurance requirements as stated in the Contractor Insurance Requirements provided in this Bid.

5. SAFETY REGULATIONS

The successful bidder's personnel shall wear orange safety vests on all job sites. Work gloves and other appropriate clothing/shoes shall be worn. The successful bidder's personnel must have received the appropriate safety training prior to start of work.

6. TRAFFIC CONTROL PLANS

Contractor will be responsible for the Traffic Control Plan.

INSTRUCTIONS TO BIDDERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.

1. BIDS, PREPARATION AND SUBMITTAL

Bidders must utilize the Bid Form and must submit an original and one (1) copy of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to all conditions and matters that can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents, or should there be any doubt as to a document's meaning and intent, the Bidder should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted with and satisfied as to character, quality and quantity of equipment and/or services to be furnished.

3. NON-MANDATORY PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held at 10:00 a.m. on Wednesday, January 13, 2016 in the Council Chambers at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas 77539. Construction documents will be available for review at the pre-submittal conference. Additionally, City representatives will answer any questions with regard to the scope and intent of this project. This is a non-mandatory meeting.

4. DELIVERY OF BIDS

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered.

5. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

6. BID ALTERATION/WITHDRAWAL

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of ninety (90) calendar days after opening of the bids.

7. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.

8. BID OPENINGS

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

9. BASIS OF AWARD

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids.

The City of Dickinson reserves the right to contact any offer or, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offer or, or to reject any or all bids.

10. BID TABULATION

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at www.ci.dickinson.tx.us.

11. PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) working days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

GENERAL CONDITIONS OF BIDDING

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. The successful bidder must begin work in accordance with the construction schedule to be developed by City and the successful bidder. This should be considered and reflected in the Bid.

BIDDING

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements, contract bid quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DELIVERY PROMISE-PENALTIES:** Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
6. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
7. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

8. PROPRIETARY INFORMATION: If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.
9. CORRESPONDENCE: The bid number assigned to this Project must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
10. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
11. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.
12. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Kellis George, Director of Public Works, by telephone (281) 337-6267 or e-mail kgeorge@ci.dickinson.tx.us. Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.

PERFORMANCE

13. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
14. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
15. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

16. LABORATORY TESTING:

16.01 Owner will provide for laboratory testing during construction, except that CONTRACTOR will provide for testing and/or laboratory certification of materials furnished for use in construction, if required elsewhere by these specifications.

16.02 Retests of materials or installations found defective in initial tests will be at CONTRACTOR's expense. The final pay estimate will not be processed until the CONTRACTOR has paid his portion of the laboratory testing invoices.

16.03 PUBLIC WORKS DIRECTOR or representative of the CITY has the right to temporarily halt construction for the purpose of acquiring test samples.

16.04 Copies of CONTRACTOR performed test results shall be submitted promptly to the CITY

17. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
18. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
19. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
20. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
21. ETHICS: The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

PURCHASE ORDERS AND PAYMENT

22. PURCHASE ORDERS: A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
23. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without required bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
24. APPROPRIATION CLAUSE: The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

25. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
26. PAYMENT TERMS: Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed. Specific Payment Terms shall be contained in Contract for Construction to be executed by Successful Respondent and the City.
27. INVOICES: Invoices must be submitted by the successful bidder in duplicate to IDS Engineering Group, 13430 Northwest Freeway, Suite 700, Houston, Texas 77040.

CONTRACT

28. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
29. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Harris and/or Galveston Counties authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
30. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
31. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
32. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate. Bidder, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Bidder.

33. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its sole expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
34. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
35. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
36. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
37. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all bidders shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
38. DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES: By submission of a bid response, the bidder represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the bidder has not been found to be liable for such practices in such proceedings.
39. FELONY CRIMINAL CONVICTIONS: The bidder represents and warrants that neither the bidder nor the bidder's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the bidder has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
40. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid

portion had been omitted.

41. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability

Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

SCHEDULE OF DRAWINGS
COMPETITIVE SEALED BID #1601-01

DICKINSON STREET REHABILITATION 2016
35TH STREET FROM KANSAS AVE. TO CALIFORNIA AVE.,
NEBRASKA STREET FROM 46TH STREET TO WWTP, AND
JOHNSON STREET FROM DEAD END NORTH OF LOBENSTEIN LN TO DEAD END SOUTH OF
LOBENSTEIN LN

35th Street from Kansas Ave. to California Ave.

<u>Sheet No.</u>	<u>Description</u>
1	Cover Sheet
2	Construction Notes
3	Project Layout
4	Paving Plan STA. 0+00 to SAT. 17+00
5	Paving Plan STA. 17+00 to STA. 24+00
6	Paving Details
7	Stormwater Pollution Prevention Plan
8	Stormwater Pollution Prevention Plan Details (MOD.)

Nebraska Street from 46th Street to WWTP

<u>Sheet No.</u>	<u>Description</u>
1	Cover Sheet
2	Construction Notes
3	Project Layout
4	Paving Plan
5	Paving Details
6	Stormwater Pollution Prevention Plan
7	Stormwater Pollution Prevention Plan Details (MOD.)

Johnson Street from Dead End North of Lobenstein Ln to Dead End South of Lobenstein Ln

<u>Sheet No.</u>	<u>Description</u>
1	Cover Sheet
2	Construction Notes
3	Project Layout
4	Paving Plan
5	Paving Details
6	Stormwater Pollution Prevention Plan
7	Stormwater Pollution Prevention Plan Details (MOD.)

SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**CITY OF DICKINSON, TEXAS
BID FORM**

1. In submitting this Bid, Bidder represents the following:
 - a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):
Addenda: _____
Date: _____ Signature: _____
 - b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
 - c. Bidder has given the City written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
 - d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
 - e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
 - f. This Bid will remain open and subject to acceptance for ninety (90) days after the day of Bid opening.
2. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.
3. Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services, materials and/or equipment as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

BIDDER:
Company: _____ Date: _____
Signature: _____
Printed Name: _____ Title: _____
Address: _____
City, State & Zip: _____
Telephone Number: _____ Fax: _____
E-mail address: _____
Federal EID #/SSN #: _____

CITY OF DICKINSON, TEXAS

BID FORM

COMPETITIVE SEALED BID # 1601-01

CITY OF DICKINSON

2016 STREET REHABILITATION

35TH STREET FROM KANSAS AVE. TO CALIFORNIA AVE.

NEBRASKA STREET FROM 46TH STREET TO WWTP

JOHNSON STREET FROM DEAD END NORTH OF LOBENSTEIN LANE TO

DEAD END SOUTH OF LOBENSTEIN LANE

GENERAL ITEMS (all streets):					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
1	Mobilization	L.S.	1	\$ _____	\$ _____
2	Traffic Control Plan	L.S.	1	\$ _____	\$ _____
General Items (all streets):					\$ _____
35TH STREET EARTHWORK ITEMS:					
3	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	24	\$ _____	\$ _____
Subtotal 35 th Street Earthwork Items:					\$ _____
35TH STREET PAVING ITEMS:					
4	Remove and dispose driveway, All types, All Thicknesses	S.Y.	2,128	\$ _____	\$ _____
5	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	5,743	\$ _____	\$ _____
6	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	6,778	\$ _____	\$ _____
7	Furnish Lime (8%), Complete in Place	TON	196	\$ _____	\$ _____
8	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	2,809	\$ _____	\$ _____
9	Relocate R1-1 Stop Sign with Street Name Signs, Complete in Place	EA	1	\$ _____	\$ _____
10	Asphalt transition: 2" HMA Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	123	\$ _____	\$ _____
Subtotal 35 th Street Paving Items:					\$ _____

35TH STREET EROSION CONTROL ITEMS:					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
11	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ _____	\$ _____
12	Furnish and Install Sodding, Complete in Place	S.Y.	1,396	\$ _____	\$ _____
Subtotal 35 th Street Erosion Control Items:					\$ _____
35TH STREET MISCELLANEOUS ITEMS:					
13	Adjust Manhole to Finished Grade	EA.	1	\$ _____	\$ _____
Subtotal 35 th Street Miscellaneous Items:					\$ _____
35TH STREET EXTRA WORK ITEMS:					
14	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____	\$ _____
15	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	422	\$ _____	\$ _____
16	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	1,017	\$ _____	\$ _____
17	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____	\$ _____
18	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____	\$ _____
19	Adjust Water Line, All Sizes, Complete in Place	LF	100	\$ _____	\$ _____
20	Lower storm sewer pipe/culvert, including installation of new rubber gaskets as necessary, All sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
21	Adjust sanitary sewer pipe, All sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
22	Adjust Fire Hydrant to Finished Grade	EA.	2	\$ _____	\$ _____
23	Adjust Water Valve to Finished Grade	EA.	10	\$ _____	\$ _____
24	Adjust Water Service Line, All Sizes	EA.	10	\$ _____	\$ _____
25	Adjust Water Meter to Finished Grade	EA.	10	\$ _____	\$ _____
Subtotal 35 th Street Extra Work Items:					\$ _____
Subtotal 35th Street All Items + General Items:					\$ _____

NEBRASKA STREET EARTHWORK ITEMS:					
26	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	9	\$ _____	\$ _____
Subtotal Nebraska Street Earthwork Items:					\$ _____
NEBRASKA STREET PAVING ITEMS:					
27	Remove and dispose driveway, All types, All Thicknesses	S.Y.	414	\$ _____	\$ _____
28	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	1,983	\$ _____	\$ _____
29	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	2,346	\$ _____	\$ _____
30	Furnish Lime (8%), Complete in Place	TON	68	\$ _____	\$ _____
31	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	401	\$ _____	\$ _____
32	Relocate R1-1 Stop Sign with Street Name Signs, Complete in Place	EA.	2	\$ _____	\$ _____
33	Asphalt transition: 2" HMAC Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	29	\$ _____	\$ _____
Subtotal Nebraska Street Paving Items:					\$ _____
NEBRASKA STREET EROSION CONTROL ITEMS:					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
34	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ _____	\$ _____
35	Furnish and Install Sodding, Complete in Place	S.Y.	425	\$ _____	\$ _____
Subtotal Nebraska Street Erosion Control Items:					\$ _____

NEBRASKA STREET WATER LINE ITEMS:					
36	Adjust Water Valve to Finished Grade	EA.	1	\$ _____	\$ _____
Subtotal Nebraska Street Water Line Items:					\$ _____
NEBRASKA STREET MISCELLANEOUS ITEMS:					
37	Adjust Manhole to Finished Grade	EA.	3	\$ _____	\$ _____
Subtotal Nebraska Street Miscellaneous Items:					\$ _____
NEBRASKA STREET EXTRA WORK ITEMS:					
38	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____	\$ _____
39	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	61	\$ _____	\$ _____
40	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	352	\$ _____	\$ _____
41	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____	\$ _____
42	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____	\$ _____
43	Adjust Water Line, All Sizes, Complete in Place	LF	100	\$ _____	\$ _____
44	Lower storm sewer pipe/culvert, including installation of new rubber gaskets as necessary, All Sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
45	Adjust sanitary sewer pipe, All Sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
46	Adjust water service line, All Sizes	EA.	10	\$ _____	\$ _____
47	Adjust water meter to finished grade	EA.	10	\$ _____	\$ _____
Subtotal Nebraska Street Extra Work Items:					\$ _____
Subtotal Nebraska Street All Items:					\$ _____

JOHNSON STREET EARTHWORK ITEMS:					
48	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	8	\$ _____	\$ _____
Subtotal Johnson Street Earthwork Items:					\$ _____
JOHNSON STREET PAVING ITEMS:					
49	Remove and dispose driveway, All types, All Thicknesses	S.Y.	496	\$ _____	\$ _____
50	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	1,789	\$ _____	\$ _____
51	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	2,135	\$ _____	\$ _____
52	Furnish Lime (8%), Complete in Place	TON	62	\$ _____	\$ _____
53	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	403	\$ _____	\$ _____
54	Relocate R1-1 Stop Sign with Street Name Signs, Complete in Place	EA.	2	\$ _____	\$ _____
55	Asphalt transition: 2" HMAC Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	30	\$ _____	\$ _____
Subtotal Johnson Street Paving Items:					\$ _____
JOHNSON STREET EROSION CONTROL ITEMS:					
56	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ _____	\$ _____
57	Furnish and Install Sodding, Complete in Place	S.Y.	350	\$ _____	\$ _____
Subtotal Johnson Street Erosion Control Items:					\$ _____

JOHNSON STREET WATER LINE ITEMS:					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
58	Adjust Water Valve to Finished Grade	EA.	1	\$ _____	\$ _____
Subtotal Johnson Street Water Line Items:					\$ _____
JOHNSON STREET MISCELLANEOUS ITEMS:					
59	Adjust Manhole to Finished Grade	EA.	1	\$ _____	\$ _____
Subtotal Johnson Street Miscellaneous Items:					\$ _____
JOHNSON STREET EXTRA WORK ITEMS:					
60	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____	\$ _____
61	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	61	\$ _____	\$ _____
62	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	321	\$ _____	\$ _____
63	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____	\$ _____
64	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____	\$ _____
65	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
66	Lower storm sewer pipe/culvert, including installation of new rubber gaskets as necessary, All Sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
67	Adjust sanitary sewer pipe, All Sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
68	Adjust Water Service Line, All Sizes, Complete in Place	EA.	10	\$ _____	\$ _____
69	Adjust Water Meter to Finished Grade	EA.	10	\$ _____	\$ _____
Subtotal Johnson Street Extra Work Items:					\$ _____

Subtotal 35 th Street All Items + General Items:	\$ _____
Subtotal Nebraska Street All Items:	\$ _____
Subtotal Johnson Street All Items:	\$ _____

Grand Total 35th Street + General Items, Nebraska Street, and Johnson Street All Items:	\$ _____
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Cash Discount Terms: _____

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable commercial business references for which the Bidder has performed work.

1. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Brief description of project. _____

2. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Brief description of project. _____

3. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Brief description of project. _____

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship YES NO
- 2. Partnership YES NO
- 3. Corporation YES NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

NO YES If yes, specify () MBE () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? NO YES

If yes, specify governmental agency: _____

Date of certification: _____

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
	OFFICE USE ONLY
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	Date Received:
<p>1. Name of person who has a business relationship with the City of Dickinson.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Name of local government officer with whom filer has employment or other business relationship.</p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">Name of Officer</p> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4.</p> <p>_____ Signature of person doing business with the government entity</p> <p>_____ Date</p>	

BIDDER REMINDER LIST:

REQUIRED DOCUMENTATION INCLUDED?

ORIGINAL AND ONE (1) COPY INCLUDED?

**ALL BLANKS COMPLETED ON BID FORM AND OTHER
REQUIRED DOCUMENTS?**

**COMPLETE CONFLICT OF INTEREST
QUESTIONNAIRE?**

COMPLETED COMPANY PROFILE/REFERENCES?

COMPLETED SIGNATURE?

FORM CONTRACT FOR CONSTRUCTION

COUNTY OF GALVESTON
STATE OF TEXAS

§ CONTRACT BETWEEN THE
§ CITY OF DICKINSON, TEXAS
§ AND _____
§ FOR DICKINSON STREET
§ REHABILITATION 2016
35TH STREET FROM KANSAS AVE. TO
CALIFORNIA AVE.,
NEBRASKA STREET FROM 46TH STREET
TO WWTP, AND
JOHNSON STREET FROM DEAD END
NORTH OF LOBENSTEIN LN TO DEAD
END SOUTH OF LOBENSTEIN LN.

This Contract made this _____, 2016, by and between _____, hereinafter referred to as "Contractor", and the City of Dickinson, Texas, hereinafter referred to as "City", 4403 Highway 3, Dickinson, Texas 77539.

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1.

SCOPE OF THE WORK

Contractor shall provide all supervision, labor, materials and equipment necessary for the project identified as Dickinson Street Rehabilitation 2016 – 35th Street from Kansas Ave. to California Ave, Nebraska Street from 46th Street to WWTP, and Johnson Street from Dead End North of Lobenstein Ln to Dead End South of Lobenstein Ln, Competitive Sealed Bid # 1601-01 (hereinafter "Work"). Such Work shall be performed in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for the Work, (Exhibit "A");
- (c) The Contractor's Proposal dated _____ (Exhibit "B");
- (d) The Contractor's Payment Bond for the Work (Exhibit "C");
- (e) The Contractor's Performance Bond for the Work (Exhibit "D"); and
- (f) Construction Schedule Established for the Work (Exhibit "E").

In the event there exists a conflict between any of the terms, clauses, or phrases of the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, and Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

ARTICLE 2.
SCHEDULE FOR COMPLETION / LIQUIDATED DAMAGES / DELAYS

2.01 SCHEDULE FOR COMPLETION. Prior to starting Work, the Contractor and the City shall meet to develop a Construction Schedule for the Work pursuant to Scope of Work and Special Conditions contained in Exhibit "A." The Construction Schedule shall be signed by the Contractor and the City and become a part of this Contract as Exhibit "E." The Contractor shall submit any major revisions to the approved Construction Schedule as the Work progresses to the City for review. The approved Construction Schedule may only be modified upon the written approval of City.

A written notice to proceed will be issued to the Contractor by the City for each individual street. The Work to be performed under this Contract shall be commenced within ten (10) calendar days after the date the written notice to proceed for a particular street has been issued to Contractor by the City. Contractor shall sign off on each notice to proceed that acknowledges their agreement to the number of days established by the Construction Schedule. Contractor shall fully complete the entire Scope of Work to the satisfaction of the City within 240 calendar days after the date of the first written notice to proceed has been issued by the City.

2.02 LIQUIDATED DAMAGES. The parties acknowledge that adherence by Contractor to the approved Construction Schedule and times set forth herein for completion of the Project is essential to this Contract. It is agreed by the parties that the actual damages which might be sustained by City by reason of the breach by Contractor of its promise to timely complete the Work in accordance with the provisions hereof are uncertain and would be difficult to ascertain. It is further agreed that the sum of **THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$350.00)** for each day that completion of the Project or any portion of the Work is overdue according to the Construction Schedule would be reasonable and just compensation for such breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach. Any liquidated damages shall be deducted from Contractor's final payment under this Contract.

2.03 DELAYS. The Contractor shall be entitled to an extension of time specified in the Construction Schedule under this Contract only when claim for such extension is submitted to the City in writing by the Contractor within seven (7) calendar days from and after the time when any alleged cause of delay shall occur; and then only when such extension of time is approved by the City. In adjusting the Contract working time for the completion of the Work, unforeseeable causes defined herein shall be taken into consideration. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the Contractor. Unforeseeable Cause is defined as:

- (a) An act of God in the form of unusually severe weather conditions, including storms, flood, fire or similar event, that could not have been anticipated or guarded against and which materially affects the work site, including access or egress thereto; or
- (b) A riot or war situation actually involving the site or actually preventing the Contractor from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as identified to City.

No event shall be deemed an Unforeseeable Cause for the purposes of this Contract unless it actually and directly necessitates a delay in the Work which could not be otherwise remedied by taking reasonably prudent steps, and the Contractor could not reasonably adjust the schedule of the remaining Work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s).

Notwithstanding any other term contained in the Contract Documents, no adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the Contractor, his agents, employees or subcontractors; and no adjustment shall be made to the Contract price and the Contractor shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the City. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the terms specified in the Contract Documents, and no act of the City shall be deemed a waiver or entitlement of such extension.

**ARTICLE 3.
CONTRACT PRICE**

Compensation for Work satisfactorily performed hereunder shall be in an amount not to exceed the sum of _____ (\$_____). City shall issue progress payments in accordance with the terms of this Contract.

**ARTICLE 4.
PROGRESS PAYMENTS**

Progress payments for Work completed shall be paid in the following manner: Percentage of completion for materials and labor satisfactorily completed on a monthly basis: ninety (90%) percent of amount billed with ten (10%) percent retained until the entire Contract is completed. Contractor shall furnish City with appropriate documentation evidencing Contractor's payment for all work performed or materials provided by subcontractors. If Contractor is unable to produce such documentation evidencing payment, City may withhold that portion of the payment due to such subcontractor(s), without penalty, until Contractor provides documentation evidencing to City that Contractor has paid all such costs and that there is no existing claim by such subcontractors.

The final payment request from Contractor shall include the release of ten percent (10%) retainage and shall be submitted to the City upon final completion and acceptance of the Work.

Release of Liens. A partial release of liens must be provided with each payment application. A final release of liens must be provided to the City by the Contractor for the entire Work prior to release of the final ten percent (10%) retainage.

**ARTICLE 5.
GENERAL PROVISIONS**

- 5.1 QUALITY OF WORK.** All Work shall be completed in a workman-like manner to the satisfaction of City and in compliance with all codes, ordinances, and other applicable federal, state, and local laws. City shall be responsible for initial core testing of the Work. However, if any section of the Work fails such core testing, Contractor shall be required to tear out and replace such failing sections of the Work at its sole expense and shall reimburse City for any and all costs associated with retesting such failing sections of the Work. Upon satisfactory completion of all Work hereunder as determined by City and prior to payment of final invoice by City, Contractor shall provide City with a release of all liens and waiver of claims from subcontractors. Contractor's requirement to provide such release shall be a condition precedent to City's remittance of final payment under this Contract.
- 5.2 PLAN AND SCALE DRAWING.** The Contractor shall utilize the construction plans and drawings furnished by City to complete the Work.
- 5.3 LICENSES REQUIRED.** To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform such Work. The City specifically prohibits the use of subcontractors without written authorization. In the event Contractor receives written authorization from the City to engage subcontractors to perform Work hereunder, Contractor shall fully pay such subcontractor and in all instances remain responsible for the proper completion of the Work hereunder.
- 5.4 CHANGE ORDERS.** All change orders shall be in writing and signed both by City and Contractor and shall be incorporated in and become part of the Contract Documents.

- 5.5. INSURANCE.** Contractor warrants that it has obtained and will maintain throughout the duration of the Work, insurance covering injury to its employees and third parties, including coverage for bodily injury and property damage resulting from, related to or arising out of Contractor's Work. Such insurance shall cover acts and omissions of Contractor, its employees, agents, and subcontractors. Contractor shall provide a certificate of insurance showing the City as additional insured and providing such types and amounts of coverage as required in the City's Specifications for the Work attached hereto as Exhibit "A". Such certificate of insurance shall provide that the City is to receive thirty (30) days written notice of cancellation.
- 5.6 PERMITS.** Contractor shall at its own expense obtain all permits necessary for the Work to be performed.
- 5.7 REMOVAL OF DEBRIS.** Contractor agrees to remove all debris and leave the premises in a clean condition acceptable to the City.
- 5.8 DAMAGES.** Contractor shall make every reasonable effort to protect the work area from loss or damage. Any portion of the work area damaged by Contractor during the course of the Work must be repaired by Contractor at no additional cost to the City. Damages shall include, but not be limited to, any damage caused by the Contractor to fences, yards, shrubs, or open public spaces. Any repair work shall match the existing condition of the items and area damaged.
- 5.9 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.10 WARRANTY.** Contractor warrants all Work for a period of twenty-four (24) months following the date of final acceptance of the Work by the City.
- 5.11 TERMINATION.** City may terminate this Contract upon ten (10) days prior written notice to Contractor.
- 5.12 TAXES.** The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.
- 5.13 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.14 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.

- 5.15 INDEPENDENT CONTRACTOR.** Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the Work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants and shall indemnify City from all claims and damages resulting from this Work; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.
- 5.16 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.17 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.18 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.19 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.20 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of City Council approval.

CITY OF DICKINSON, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Carolyn E. Anderson, City Secretary
City of Dickinson, Texas

CONTRACTOR

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Corporate Secretary

Exhibit C
PAYMENT BOND

STATE OF TEXAS

CITY OF DICKINSON, GALVESTON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____, County of
_____, and State of _____, as Principal, and
_____ authorized under the laws of the State of Texas to act as
Surety on bonds for Principals, are held and firmly bound unto
_____ (OWNER) in the penal sum
of _____
_____ Dollars (\$ _____), for the payment whereof, the said Principal and
Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders,
partners, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the
_____ day of _____, 20____, for

DICKINSON STREET REHABILITATION 2016
35TH STREET FROM KANSAS AVE. TO CALIFORNIA AVE.,
NEBRASKA STREET FROM 46TH STREET TO WWTP, AND
JOHNSON STREET FROM DEAD END NORTH OF LOBENSTIEN LN TO DEAD END SOUTH OF LOBENSTEIN LN
COMPETITIVE SEALED BID #1601-01
CITY OF DICKINSON, GALVESTON COUNTY, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall
pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work
provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and
effect. Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas
Government Code as amended and all liabilities on this bond shall be determined in accordance with
provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the contract, or to the work performed thereunder, or the documents, plans,
specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond,
and it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

Email address

Telephone

The name and address of the Resident Agent of Surety is:

Telephone

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

Exhibit D
PERFORMANCE BOND

STATE OF TEXAS

CITY OF DICKINSON, GALVESTON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____, County of
_____, and State of _____, as Principal, and
_____ authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held and
firmly bound unto _____
_____ (OWNER) in the penal sum
of _____
_____ Dollars (\$ _____), for payment whereof, the said Principal and
Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders,
partners, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the
_____ day of _____, 20___, for

DICKINSON STREET REHABILITATION 2016
35TH STREET FROM KANSAS AVE. TO CALIFORNIA AVE.,
NEBRASKA STREET FROM 46TH STREET TO WWTP, AND
JOHNSON STREET FROM DEAD END NORTH OF LOBENSTIEN LN TO DEAD END SOUTH OF LOBENSTEIN LN
COMPETITIVE SEALED BID #1601-01
CITY OF DICKINSON, GALVESTON COUNTY, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and
singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by
the Principal to be observed and performed during the original term of the Contract and any extensions
thereof that may be granted by Owner, and during the life of any guaranty or warranty required under
the Contract, and according to the true intent and meaning of said Contract and the Contract
Documents and the Plans and Specifications related thereto, then this obligation shall be void;
otherwise to remain in full force and effect. Provided, however, that this bond is executed pursuant to
provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be
determined in accordance with provisions of said Article to same extent as if it were copied at length
herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

_____ Email address

_____ Telephone

The name and address of the Resident Agent of Surety is:

_____ Telephone

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

TECHNICAL SPECIFICATIONS TABLE OF CONTENTS

Governing Specifications

All construction included in this project shall be completed in accordance with the current City of Dickinson Standard Specifications for Construction and supplemented with current City of Houston and Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges. The City of Dickinson Specifications are included in this manual. Bidders and Contractors can access the City of Houston standard specifications (which are listed below in bold or mentioned by reference herein) on the COH website at <http://edocs.publicworks.houstontx.gov/engineering-and-construction/specifications.html>. TxDOT standard specifications which are not listed below or mentioned by reference herein can be accessed on the TxDOT website at <ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>. The proposed construction is subject to the following, but not limited to the specifications listed below:

<u>TxDOT SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
104	Removing Concrete.....	1
105	Removing Stabilized Base and Asphalt Pavement.....	1
216	Proof Rolling.....	1
260	Lime Treatment (Road-mixed).....	7

<u>SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
01330	Submittals Procedures	4
02105	Storm Water Pollution Prevention Plan (with attachment).....	5
02200	Mobilization	2
02315	Roadway Excavation	4
02319	Borrow	2
02510	Portland Cement Concrete Paving	6
02922	Sod.....	2
03200	Concrete Reinforcement.....	5
03310	Portland Cement Concrete	3
03370	Membrane Curing.....	3

<u>CoH SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
01578	Control of Ground Water and Surface Water	10
02086	Adjusting Manholes, Inlets, and Valve Boxes to Grade	3
02911	Topsoil	2

ITEM 104 REMOVING CONCRETE

Source: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges, June 1, 2004 (<ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>)

- 104.1. Description. Break, remove, and salvage or dispose of existing hydraulic cement concrete.
- 104.2. Construction. Remove existing hydraulic cement concrete from locations shown on the plans. Avoid damaging concrete that will remain in place. Saw-cut and remove the existing concrete to neat lines. Replace any concrete damaged by the Contractor at no expense to the City of Dickinson. Unless otherwise shown on the plans, accept ownership and properly dispose of broken concrete in accordance with federal, state, and local regulations.
- 104.3. Measurement. Removing concrete pavement, floors, porches, patios, riprap, medians, foundations, sidewalks, driveways, and other appurtenances will be measured by the square yard (regardless of thickness) or by the cubic yard of calculated volume, in its original position.

Removing curb, curb and gutter, and concrete traffic barrier will be measured by the foot in its original position. The removal of monolithic concrete curb or dowelled concrete curb will be included in the concrete pavement measurement.

Removing retaining walls will be measured by the square yard along the front face from the top of the wall to the top of the footing.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal. Additional measurements or calculations will be made if adjustments of quantities are required.

- 104.4. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Removing Concrete" of the type specified. This price is full compensation for breaking the concrete; loading, hauling and salvaging or disposing of the material; and equipment, labor, tools, and incidentals.

Removing retaining wall footings will not be paid for directly, but will be considered subsidiary to this Item.

END OF SECTION

ITEM 105
REMOVING STABILIZED BASE AND ASPHALT PAVEMENT

Source: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges, June 1, 2004 (<ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>)

105.1. Description. Break, remove, and store or dispose of existing asphalt pavement or stabilized base materials.

105.2. Construction. Break material retained by the City of Dickinson (“City”) into pieces not larger than 24 in. Remove existing asphalt pavement prior to disturbing stabilized base. Avoid contamination of the asphalt materials and damage to adjacent areas. Repair material damaged by operations outside the designated locations.

Stockpile materials designated salvageable at designated site(s) assigned by City. Prepare stockpile site by removing vegetation and trash and by providing for proper drainage. Dispose of materials not designated as salvageable in accordance with federal, state, and local regulations.

105.3. Measurement. This Item will be measured by the 100-ft. station along the baseline of each roadbed, by the square yard of existing stabilized base and asphalt pavement in its original position, or by the cubic yard of existing stabilized base and asphalt pavement in its original position, as calculated by the average end area method. Square yard and cubic yard measurement will be established by the widths and depths shown in the plans and the lengths measured in the field.

105.4. Payment. The work performed in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Removing Stabilized Base and Asphalt Pavement,” of the depth specified. This price is full compensation for breaking the material, loading, hauling, unloading, stockpiling or disposing; repair to areas outside designated locations for removal; and equipment, labor, tools, and incidentals.

END OF SECTION

ITEM 216
PROOF ROLLING

Source: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges, June 1, 2004 (<ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>)

216.1. Description. Proof-roll earthwork, base, or both to locate unstable areas.

216.2. Equipment.

- A. Specified Equipment. Furnish rollers that when loaded weigh at least 25 tons. The maximum acceptable load is 50 tons. Provide rollers that meet the requirements of Section 210.2.D, "Pneumatic Tire Rollers."
- B. Alternative Equipment. Instead of the specified equipment, the Contractor may, as approved, operate other compaction equipment that produces equivalent results in the same period of time. Discontinue the use of the alternative equipment and furnish the specified equipment if the desired results are not achieved.

216.3. Construction. Perform proof rolling as directed. Adjust the load and tire inflation pressures within the range of the manufacturer's charts or tabulations, as directed. Make at least 2 coverages with the proof roller. Offset each trip of the roller by at most 1 tire width. Operate rollers at a speed between 2 and 6 miles per hour, as directed. If an unstable or non-uniform area is found, correct the area in accordance with the applicable Item.

216.4. Payment. The work performed and equipment furnished in accordance with this Item shall be subsidiary to pavement removal and subgrade preparation, which shall also include furnishing and operating equipment and labor, materials, tools, and incidentals.

END OF SECTION

ITEM 260
LIME TREATMENT (ROAD-MIXED)

Source: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges, June 1, 2004 (<ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>)

260.1. Description. Mix and compact lime, water, and subgrade or base (with or without asphaltic concrete pavement) in the roadway.

260.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. Obtain verification from the Engineer that the specification requirements are met before using the sources. The Engineer may sample and test project materials at any time before compaction. Use Tex-100-E for material definitions.

- A. Lime. Furnish lime that meets the requirements of DMS-6350 "Lime and Lime Slurry," and DMS-6330, "Lime Sources Prequalification of Hydrated Lime and Quicklime." Use hydrated lime, commercial lime slurry, or quicklime, as shown on the plans. When furnishing quicklime, provide it in bulk.
- B. Water. Furnish water free of industrial wastes and other objectionable material.
- C. Asphalt. When asphalt or emulsion is permitted for curing purposes, furnish materials that meet the requirements of Item 300, "Asphalts, Oils, and Emulsions," as shown on the plans or as directed.
- D. Mix Design. The Engineer will determine the target lime content and optimum moisture content in accordance with Tex-121-E or prior experience with the project materials. The Contractor may propose a mix design developed in accordance with Tex-121-E. The Engineer will use Tex-121-E to verify the Contractor's proposed mix design before acceptance. Reimburse the City for subsequent mix designs or partial designs necessitated by changes in the material or requests by the Contractor. When treating existing materials, limit the amount of asphalt concrete pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

260.3. Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

- A. Storage Facility. Store quicklime and dry hydrated lime in closed, weatherproof containers.

B. Slurry Equipment. Use slurry tanks equipped with agitation devices to slurry hydrated lime or quicklime on the project or other approved location. The Engineer may approve other slurring methods. Provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with a sampling device in accordance with Tex-600-J, Part I, when using commercial lime slurry.

C. Pulverization Equipment. Provide pulverization equipment that:

- cuts and pulverizes material uniformly to the proper depth with cutters that plane to a uniform surface over the entire width of the cut,
- provides a visible indication of the depth of cut at all times, and
- uniformly mixes the materials.

260.4. Construction. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

A. Preparation of Subgrade or Existing Base for Treatment. Before treating, remove existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on the plans or as directed. Shape existing material in accordance with applicable bid items to conform to typical sections shown on the plans and as directed. When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying existing material. Correct soft spots as directed. When new base material is required to be mixed with existing base, deliver, place, and spread the new material in the required amount per station. Manipulate and thoroughly mix new base with existing material to provide a uniform mixture to the specified depth before shaping.

B. Pulverization. Pulverize or scarify existing material after shaping so that 100% passes a 2-1/2-in. sieve. If the material cannot be uniformly processed to the required depth in a single pass, excavate and windrow the material to expose a secondary grade to achieve processing to plan depth.

C. Application of Lime. Uniformly apply lime using dry or slurry placement as shown on the plans or as directed. Add lime at the percentage determined in Section 260.2.D, "Mix Design." Apply lime only on an area where mixing can be completed during the same working day.

Start lime application only when the air temperature is at least 35°F and rising or is at least 40°F. The temperature will be taken in the shade and away from artificial heat. Suspend application when the Engineer determines that weather conditions are unsuitable.

Minimize dust and scattering of lime by wind. Do not apply lime when wind conditions, in the opinion of the Engineer, cause blowing lime to become dangerous to traffic or objectionable to adjacent property owners. When pebble grade quicklime is placed dry, mix the material and lime thoroughly at the time of lime application. Use of quicklime can be dangerous. Inform users of the recommended precautions for handling and storage.

1. Dry Placement. Before applying lime, bring the prepared roadway to approximately optimum moisture content. When necessary, sprinkle in accordance with Item 204, "Sprinkling." Distribute the required quantity of hydrated lime or pebble grade quicklime with approved equipment. Only hydrated lime may be distributed by bag. Do not use a motor grader to spread hydrated lime.
2. Slurry Placement. Provide slurry free of objectionable materials, at or above the approved minimum dry solids content, and with a uniform consistency that will allow ease of handling and uniform application. Deliver commercial lime slurry to the jobsite or prepare lime slurry at the jobsite or other approved location by using hydrated lime or quicklime, as specified.

Distribute slurry uniformly by making successive passes over a measured section of roadway until the specified lime content is reached. Uniformly spread the residue from quicklime slurry over the length of the roadway being processed, unless otherwise directed.

- D. Mixing. Begin mixing within 6 hours of application of lime. Hydrated lime exposed to the open air for 6 hours or more between application and mixing, or that experiences excessive loss due to washing or blowing, will not be accepted for payment.

Thoroughly mix the material and lime using approved equipment. Allow the mixture to mellow for 1 to 4 days, as directed. When pebble grade quicklime is used, allow the mixture to mellow for 2 to 4 days, as directed. Sprinkle the treated materials during the mixing and mellowing operation, as directed, to achieve adequate hydration and proper moisture content. After mellowing, resume mixing until a homogeneous, friable mixture is obtained.

After mixing, the Engineer will sample the mixture at roadway moisture and test in accordance with Tex-101-E, Part III, to determine compliance with the gradation requirements in Table 1.

Gradation Requirements Sieve Size	(Minimum % Passing)	
	Base	Subgrade
1-3/4 in.	100	100
3/4 in.	85	85
No. 4	—	60

- E. **Compaction.** Compact the mixture using density control, unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the treated material in accordance with Item 204, "Sprinkling." Determine the moisture content of the mixture at the beginning and during compaction in accordance with Tex-103-E.

Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least one-half the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 MPH, as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Rework in accordance with Section 260.4.F, "Reworking a Section." Perform the work at no additional expense to the City.

1. **Ordinary Compaction.** Roll with approved compaction equipment, as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.
 2. **Density Control.** The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.
 - a. **Subgrade.** Compact to at least 95% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans.
 - b. **Base.** Compact the bottom course to at least 95% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans. Compact subsequent courses treated under this Item to at least 98% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans.
- F. **Reworking a Section.** When a section is reworked within 72 hours after completion of compaction, rework the section to provide the required density. When a section is reworked more than 72 hr. after completion of compaction, add additional lime at 25% of the percentage determined in Section 260.2.D, "Mix Design." Reworking includes loosening, adding material or removing unacceptable material if necessary, mixing as directed, compacting, and finishing. When density control is specified, determine a new maximum density of the reworked material in accordance with Tex-121-E, and compact to at least 95% of this density.

- G. Finishing. Immediately after completing compaction of the final course, clip, skin, or tight-blade the surface of the lime-treated material with a maintainer or subgrade trimmer to a depth of approximately ¼ in. Remove loosened material and dispose of at an approved location. Roll the clipped surface immediately with a pneumatic tire roller until a smooth surface is attained. Add small amounts of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades shown on the plans or as directed.

Finish grade of constructed subgrade in accordance with Section 132.3.F.1, “Grade Tolerances.” Finish grade of constructed base in accordance with Section 247.4.D, “Finishing.”

- H. Curing. Cure for the minimum number of days shown in Table 2 by sprinkling in accordance with Item 204, “Sprinkling,” or by applying an asphalt material at a rate of 0.05 to 0.20 gal. per square yard as directed. Maintain moisture during curing. Upon completion of curing, maintain the moisture content in accordance with Article 132.3.E, “Maintenance of Moisture and Reworking” for subgrade and Article 247.4.E, “Curing” for bases prior to placing subsequent courses.

Do not allow equipment on the finished course during curing except as required for sprinkling, unless otherwise approved. Apply seals or additional courses within 14 calendar days of final compaction.

Table 2

Minimum Curing Requirements before Placing Subsequent Courses¹

Untreated Material	Curing (Days)
PI ≤ 35	2
PI > 35	5

1. Subject to the approval of the Engineer. Proof rolling may be required as an indicator of adequate curing.

260.5. Measurement.

- A. Lime. When lime is furnished in trucks, the weight of lime will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, “Weighing and Measuring Equipment.”

When lime is furnished in bags, indicate the manufacturer’s certified weight. Bags varying more than 5% from that weight may be rejected. The average weight of bags in any shipment, as determined by weighing 10 bags taken at random, must be at least the manufacturer’s certified weight.

1. Hydrated Lime.
 - a. Dry. Lime will be measured by the ton (dry weight).
 - b. Slurry. Lime slurry will be measured by the ton (dry weight) of the hydrated lime used to prepare the slurry at the job site.
2. Commercial Lime Slurry. Lime slurry will be measured by the ton (dry weight) as calculated from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.
3. Quicklime.
 - a. Dry. Lime will be measured by the ton (dry weight) of the quicklime.
 - b. Slurry. Lime slurry will be measured by the ton (dry weight) of the quicklime used to prepare the slurry multiplied by a conversion factor of 1.28 to give the quantity of equivalent hydrated lime, which will be the basis of payment.

B. Lime Treatment. Lime treatment will be measured by the square yard of surface area. The dimensions for determining the surface area are established by the widths shown on the plans and the lengths measured at placement.

260.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 260.6.A, "Lime," or Section 260.6.B, "Lime Treatment."

Furnishing and delivering new base will be paid for in accordance with Section 247.6.B, "Flexible Base (Roadway Delivery)." Mixing, spreading, blading, shaping, compacting, and finishing new or existing base material will be paid for in accordance with Section 260.6.B, "Lime Treatment." Removal and disposal of existing asphalt concrete pavement will be paid for in accordance with pertinent Items or Article 4.2, "Changes in the Work." Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item, unless otherwise shown on the plans.

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade or existing base will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade or existing base will be paid for in accordance with pertinent Items or Article 4.2, "Changes in the Work."

Asphalt used solely for curing will not be paid for directly, but will be subsidiary to this Item. Asphalt placed for curing and priming will be paid for under Item 310, "Prime Coat."

A. Lime. Lime will be paid for at the unit price bid for “Lime” of one of the following types:

- Hydrated Lime (Dry),
- Hydrated Lime (Slurry),
- Commercial Lime Slurry,
- Quicklime (Dry), or
- Quicklime (Slurry).

This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals.

Lime used for reworking a section in accordance with Section 260.4.F, “Reworking a Section,” will not be paid for directly but will be subsidiary to this Item.

B. Lime Treatment. Lime treatment will be paid for at the unit price bid for “Lime Treatment (Existing Material),” “Lime Treatment (New Base),” or “Lime Treatment (Mixing Existing Material and New Base),” for the depth specified. No payment will be made for thickness or width exceeding that shown on the plans. This price is full compensation for shaping existing material, loosening, mixing, pulverizing, providing lime, spreading, applying lime, compacting, finishing, curing, curing materials, blading, shaping and maintaining, replacing, disposing of loosened materials, processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Schedule of Values.
2. Construction Schedules.
3. Shop Drawings, Product Data, and Samples.
4. Operations and Maintenance (O&M) Data.
5. Manufacturer's Certificates.
6. Construction Photographs.
7. Project Record Documents and Monthly Certification.
8. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Submit Shop Drawings, data and samples for related components as required by Specifications and Project Manager.
2. Schedule submittals well in advance of the need for construction products. Allow time for delivery of products after submittal approval.
3. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. Allow a minimum of 30 days for initial review. Project manager will review and return submittals to Contractor as expeditiously as possible but time required for review will vary depending on complexity and quantity of data submitted.
4. Project Manager's review of submittals covers only general conformity to the Drawings, Specifications and dimensions that affect the layout. Contractor is responsible for quantity determination. No quantities will be verified by the

SECTION 01330
SUBMITTAL PROCEDURES – Cont'd

Project Manager. Contractor is responsible for errors, omissions or deviations from the Contract requirements; review of submittals does not relieve Contractor from the obligation to furnish required items according to the Drawings and Specifications.

5. Submit five (5) copies of documents unless otherwise specified.
6. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
7. Assume risk for fabricated product delivered prior to approval. Do not incorporate Products into the Work, or included payments, until approved by Project Manager.

B. Transmittal Form and Numbering:

1. Transmit each submittal to Project Manager with a Transmittal letter which includes:
 - a. Date and submittal number
 - b. Project title and number
 - c. Names of Contractor, Subcontractor, Supplier and Manufacturer
 - d. Identifications of Product being supplied
 - e. Location of where Project is to be installed
 - f. Applicable specification section number.
2. Identify deviations from Contract document clouding submittal drawings. Itemize and detail on separate 8-1/2 by 11 inch sheets entitled "DEVIATIONS FOR _____." When no deviations exist, submit a sheet stating on deviations exist.
3. Have design deviations signed and sealed by an appropriate design professional, registered in the State of Texas.
4. Sequentially number transmittal letters beginning with the number 1. Use original number for re-submittals with an alphabetic suffix (i.e., 2A for first re-submittal of submittal 2 or 15C for third re-submittal of Submittal 15, etc.). Show only one type of work, or product on each submittal. Mixed submittals will not be accepted.
5. Identify variations from requirements of Contract Documents and identify product or system limitations.

SECTION 01330
SUBMITTAL PROCEDURES – Cont'd

C. Contractor's Stamp:

1. Apply Contractor's stamp, certifying that the items have been reviewed in detail by Contractor and that they comply with Contract requirement, except as noted by any requested variances.
2. As a minimum, Contractor's Stamp shall include:
 - a. Contractor's name.
 - b. Job number.
 - c. Submittal number.
 - d. Certification statement that Contractor has reviewed submittal and it is in compliance with the Contract.
 - e. Signature line for Contractor.

D. Submittals will be returned with one of the following responses:

1. "ACKNOWLEDGE RECEIPT" when no response and re-submittals is required.
2. "NO EXCEPTION: when sufficient information has supplied to determine that item described is accepted and that no re-submittals is required.
3. "EXCEPTIONS AS NOTED" when sufficient information has been supplied to determine that item will be acceptable subject to changed, or exceptions, which will be clearly stated. When exceptions require additional changes, the changes must be submitted for approval. Re-submittal is not required when exceptions require no further changes.
4. "REJECTED-RESUBMIT" when submittal does not contain sufficient information, or when information provided does not meet Contract requirements. Additional data or details required by Project Manager must be submitted to obtain approval.

1.03 MANUFACTURER'S CERTIFICATES

- A. When required by Specification sections, submit manufacturers' certificate of compliance for review by Project Manager.
- B. Place Contractor's Stamp on front of certification.
- C. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Product certificates may be recent or from previous test results, but must be acceptable to Project Manager.

SECTION 01330
SUBMITTAL PROCEDURES – Cont'd

1.04 DESIGN MIXES

- A. When specified in Specifications, submit design mixes for review.
- B. Place Contractor's Stamp, as specified in this section, on front page of each design mix.
- C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
- D. Maintain a copy of approved design mixes at mixing plant.

1.05 CHANGES TO CONTRACT

- A. Changes to Contract may be initiated by completing a Request for Information form. Project Manager will provide a response to Contractor by completing the form and returning it to Contractor.
 - 1. If Contractor agrees that the response will result in no increase in cost or time, a Minor Change in the Work will be issued by Project Manager.
 - 2. If Contractor and Project Manager agree that an increase in time or cost is warranted, Project Manager will forward the Request for Proposal for negotiation of a Change Order.

PART 2. PRODUCTS - Not Used

PART 3. EXECUTION - Not Used

END OF SECTION

SECTION 02105
STORM WATER POLLUTION PREVENTION PLAN

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work to be performed under this item shall pertain to the protection of downstream watercourses (i.e., storm sewer system, ditches, wetlands, etc.) from sediment runoff caused by construction activities. The structures and protection shall be as shown on the plans or as directed by the Owner's Representative at various locations.
- B. Contractor is responsible for implementation of the Pollution Prevention Plan included in the contract documents, the requirements of the Texas Pollutant Discharge Elimination System General Permit for Construction Stormwater, and local storm water quality regulations.

PART 2 PRODUCTS

2.01 SAFETY FENCE

- A. Safety fence shall be a minimum of 4 feet in height, orange or yellow in color, and shall have a break load of at least 300 lb/ft and a yield strength of at least 400 lb/ft. Safety fence is to be "Tenax Sentry" or approved equal.

2.02 SAFETY FENCE POST

- A. Safety fence posts are to be Medium Duty No. 1.25, 6-foot metal "Tee" posts.

2.03 FILTER FABRIC FENCE

- A. Filter fabric shall meet the requirements of Standard Specification Section 02621 - Geotextile.

2.04 FILTER FABRIC FENCE POSTS

- A. Filter fabric fence posts are to be 1" x 2" wood or equivalent metal with a minimum length of 3 feet.

2.05 STABILIZED CONSTRUCTION ACCESS

- A. Coarse aggregates shall consist of either crushed stone, gravel, crushed blast furnace slag, or combinations thereof. Aggregate particles shall be composed of clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic or injurious matter.

**SECTION 02105
STORM WATER POLLUTION PREVENTION PLAN – Cont'd**

B. Coarse aggregates shall conform to the following gradation requirements:

<u>Sieve Size (Square Mesh)</u>	<u>Percent Retained (By Weight)</u>
2-1/2"	0
2"	0 - 20
1-1/2"	15 - 20
3/4"	60 - 80
No. 4	95 - 100

2.06 ROCK FILTER DAMS

- A. Aggregate. Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide 3 to 6 in. aggregate.
- B. Wire. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires

PART 3 EXECUTION

3.01 PLACEMENT

- A. Erosion control structures and erosion control protection shall be provided at all storm sewer inlets, at those locations where construction activities are adjacent to wetland and/or drainage ditches, and at other such points as may be designated by the Owner's Representative or shown on the Plans.

3.02 RESPONSIBILITY OF THE CONTRACTOR FOR EROSION CONTROL

- A. The Contractor shall install erosion control measures at the earliest possible time during construction. If the Contractor fails to construct an erosion control structure after having been directed to do so by the Owner's Representative, this shall be cause for stopping construction on all parts of the project if, in the opinion of the Owner's Representative, the conditions warrant such action.

3.03 SAFETY FENCE

- A. Contractor shall install a 4 foot high orange or yellow safety fence at the direction of the Owner's Representative. Fence posts shall be spaced a maximum of 10 feet and are to be bedded 2 feet minimum. The top of the post is to be level with the top of the fence. A 9 gage galvanized wire is to be installed and fastened to the top and bottom of the fence and wire ties shall be used to secure the fence to the posts. Contractor shall be responsible for maintaining this fence.

SECTION 02105
STORM WATER POLLUTION PREVENTION PLAN – Cont'd

3.04 FILTER FABRIC FENCE

- A. Contractor shall install filter fabric fences as specified on the Plans or at the direction of the Owner's Representative. A trench should be excavated approximately 6 inches wide and 6 inches deep along the line of posts, upslope from the fence. The filter fabric should be stapled or wired to the fence posts with 6 inches of fabric extending into the trench. The fabric should extend a minimum of 15 inches and a maximum of 18 inches above original ground surface.
- B. The filter fabric should be purchased as a continuous roll cut to the length of the fence to avoid the use of joints. When joints are necessary, the fabric should be spliced together only at a support post, with a minimum 6 inch overlap, and sealed securely. When construction is complete, the trench should be backfilled and compacted over the filter material.
- C. The filter fabric fence shall be stapled to the wooden stakes with minimum 1/2" long heavy duty wire staples. Filter fabric fence shall not be stapled to existing trees.

3.05 STABILIZED CONSTRUCTION ACCESS

- A. Provide stabilized construction access, including truck washing area when authorized by Owner, of the sizes and at locations specified on the Plans. Stabilized construction exit shall be constructed in accordance with the City of Dickinson Engineer.
- B. Wheels must be cleaned prior to exiting the project site to avoid tracking sediment onto public right-of-way. When truck washing is needed to remove sediment, Contractor shall construct a truck washing area. Truck washing shall be done on stabilizing area which drains into an earth outlet sediment trap.
- C. Construct stabilized construction access and truck washing area in such a manner as to prevent sediment from entering public right-of-way, storm drain, ditch or watercourse through the use of sand bags, gravel, boards, or other similar methods.
- D. The stabilized construction access and truck washing area shall be inspected and maintained daily by the Contractor. Provide top dressing with additional coarse aggregates as required to maintain the minimum berm depth. Repair and cleanout damaged measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public right-of-way must be removed immediately.

3.06 VEGETATIVE BUFFER STRIPS

- A. All existing vegetation within areas designated on the plans as "vegetative buffer strips" shall be preserved in its natural condition. Areas shall not be disturbed by construction equipment traffic, materials storage, parking of worker's vehicles, or other construction related activities.

SECTION 02105
STORM WATER POLLUTION PREVENTION PLAN – Cont'd

3.07 SOD

- A. When directed by the Owner or noted in the Bid Proposal, Saint Augustine sod (16-inch wide single row, 32-inch double row) will be placed behind the back of curb or along edge of roadway (without curb) and along edge of driveway to limits indicated on plans after placement of the pavement.
- B. Sod strips shall be watered to promote a healthy growth. Portions of sod strips which fail to thrive shall be replaced at the Contractor's expense.

3.08 BURLAP SAND BAGS

- A. After placement of pavement, inlet protection devices (burlap sand bags) will be placed on either side and the back of Stage II storm inlets as shown on the plans.
- B. Sand bags shall be removed upon final acceptance by the Owner, or when the Owner's Representative so directs.

3.09 INLET PROTECTION BARRIER

- A. The entire perimeter of unfinished storm sewer inlets (Stage 1) will be protected with reinforced filter fabric and board covers as shown on the plans.
- B. Inlet protection barriers shall be removed prior to construction of Stage II of the storm sewer inlets.
- C. Sand bags will be placed in gutters on each side of existing inlets at locations shown on the plans.

3.10 MAINTENANCE

- A. Contractor shall inspect all structural controls within 24 hours after any storm event that meets or exceeds 0.5 inches of rainfall in a 24 hour period. During prolonged rainfall events, Contractor shall inspect structural controls on a daily basis. At a minimum, structural controls should be inspected once every 14 calendar days. A qualified representative of the Contractor, as approved by the Owner, shall provide these inspections. Should controls become ineffective, necessary repairs shall be performed to return the integrity of the structural controls.
- B. Sediment deposits shall be removed and spread evenly on surrounding ground upslope from the fence when deposits reach approximately 1/3 the height of the filter fabric fence.

SECTION 02105
STORM WATER POLLUTION PREVENTION PLAN – Cont'd

3.11 ROCK FILTER DAMS

- A. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place the aggregate to the lines, height, and slopes specified, without undue voids. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed.

PART 4 MEASUREMENT AND PAYMENT

- 4.01 MEASUREMENT: This item will be measured by “Lump Sum” as indicated on the plans.
- 4.02 PAYMENT: This item will be paid for at the contract lump sum price bid for “Storm Water Pollution Prevention Plan”. This price shall be full compensation for furnishing all labor, materials, supplies, equipment and incidentals necessary to complete the work as specified. The lump sump price will be pro-rated based on the number of workdays in the project contract. Failure to complete the work within time allowed in the project contract due to approving designs, testing, material shortages, closed construction season, curing periods, and testing periods will not qualify for additional compensation. When additional work is added by an approved field alteration or when work is suspended for the convenience of the City, through no fault of the contractor, additional compensation may be paid to the Contractors.

END OF SECTION

Storm Water Pollution Prevention Plan

Prepared in Accordance with Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

City of Dickinson 2016 STREET REHABILITATION 35th Street from Kansas Ave. to California Ave.

This project qualifies as a small construction activity under the Texas Pollutant Discharge Elimination System Construction General Permit No TXR150000 effective March 5, 2013.

Prepared for:

City of Dickinson
4403 Highway 3
Dickinson, TX 77539

January 2016

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EXHIBITS

- Exhibit A – Project Responsibility Chart**
- Exhibit B – Soil Survey**
- Exhibit C – Vicinity Map**
- Exhibit D – Site Maps**
- Exhibit E – Notice of Intent (NOI), Construction Site Notice (CSN), Notice of Termination (NOT)**
- Exhibit F – Transfer of Operational Control**
- ~~**Exhibit G – Sedimentation Basin Capacity Calculation Chart (Not Applicable)**~~
- Exhibit H – Inspector Qualifications (To be provided by Contractor)**
- Exhibit I – Inspection Record**
- Exhibit J – TXR150000**
- Exhibit K – Best Management Practice**

Construction Project or Site Name: City of Dickinson 2016 Street Rehabilitation
(35th Street from Kansas Ave. to California Ave.)

Location Access Description: East of Kansas to California Avenue in Dickinson, Texas.

County or Counties: Galveston County

Latitude/Longitude: 35th Street (29.470, -95.042)

Number of acres of the entire property: 35th Street (2.0 Ac.)

Contact Information: [To Be Filled in by Operator]

Location of SWPPP: [To Be Filled in by Operator]

Storm Water Discharges Associated With Construction Activity

Construction sites located in the State of Texas that discharge storm water associated with construction activity may discharge to surface waters only according to effluent limitations, monitoring requirements, and other conditions set forth in the Texas Pollutant Discharge Elimination System Construction General Permit No TXR150000 issued by the Texas Commission on Environmental Quality (TCEQ) effective March 5, 2013. Dischargers of storm water associated with construction activity are subject to administrative, civil, and criminal penalties, as applicable, under the Texas Water Code for violating the federal Clean Water Act or for knowingly making any false statement, representation, or certification in any record or other document submitted or required to be maintained under the general permit, including monitoring reports or reports of compliance or noncompliance. Any operator conducting under the Storm Water Pollution Prevention Plan (SWPPP) is entirely responsible for meeting SWPPP requirements within the boundaries of the construction site where they perform construction activities. A project responsibility chart will be included in the SWPPP (Exhibit A). Any discharges to impaired water bodies for which there is a Total Maximum Daily Load (TMDL), as listed on the latest approved State of Texas 303(d) List of Impaired Water Bodies, will incorporate the limitations, conditions, and requirements outlined in the approved TMDL Implementation Plan.

The Texas Commission on Environmental Quality (TCEQ) requires a \$325 application fee with the NOI submittal. This application fee includes the Annual Water Quality fee. The NOI must be submitted a minimum of 7 days prior to construction. NOI will not be considered administratively complete until application fee is paid. Copies of the Contractor's NOI, application fee and certificate of mailing to the TCEQ will be submitted along with first month's pay application. Copies of Contractor's Inspection reports will be submitted along with monthly pay application requests. Copies of Transfer of Operational Control to Operators involved with project site will be submitted with final pay application.

All costs associated with the Pollution Prevention Plan shall be included in the appropriate bid items.

Surface Water(s) Receiving Discharge

Segment number of the first classified segment that receives discharges from the regulated construction Activity: 1103

Receiving water at or near the site that may be disturbed or that may receive discharges from disturbed areas of the project: Dickinson Bayou Tidal

Is the receiving water on the EPA CWA 303(d) list? YES

Does the impaired segment location receive discharges from the regulated construction activity? YES

Constituent(s) of concern: Bacteria, depressed dissolved oxygen

Is there an approved TMDL implementation plan? NO

Nature of the Construction Activity

The construction of this project will rehabilitate an existing street. The sequence of events in the construction of such a project begins with installation of erosion sedimentation controls. Other major activities listed in their anticipated sequence of execution are:

- Clearing the site of any existing structures or unnecessary vegetation,
- Excavation/Fill Placement for future streets, chemical stabilization of subgrade, pouring of concrete, to create streets, and similar infrastructure.

Elements of the SWPPP

The SWPPP has been prepared to address discharges of storm water runoff from construction activities that will reach Waters of the United States, including discharges to Municipal Separate Storm Sewer Systems (MS4s) that drain to Waters of the United States, to identify and address potential sources of pollution that are reasonably expected to affect the quality of discharges from the construction site, including construction support activities within one mile from the project's boundary, authorized non-storm water discharges, and any other permitted discharge. The SWPPP has been developed based on a strategy of reducing pollution at the source, as opposed to treatment before discharge. The SWPPP will be revised or updated as appropriate whenever any of the following occurs: a change of significant effect on the discharge of pollutants has not been previously addressed in the SWPPP; site conditions change based on updated plans and specifications; new operators conduct construction activities under the SWPPP; new areas of responsibility are added; changes are made to the type of best management practices used; or results of inspections or investigations indicate the SWPPP is proving ineffective in eliminating or significantly minimizing pollutants in discharges. Revisions to the SWPPP will be completed within seven (7) calendar days following the inspection. The SWPPP has been developed to be compliant with applicable local sediment and erosion control plans. The SWPPP may be retained at an on-site location or as noted on the construction site notice. Hard copies of the SWPPP will be made readily available upon the request of public officials. Discharges that occur after the construction site has undergone final stabilization or following the submission of a notice of termination for the construction activity are outside of the scope of this SWPPP. Projects that are located on Indian Country Lands are outside of the scope of this SWPPP. Data used to describe the soil will be obtained from the United States Department of Agriculture's web soil survey and will be included in the SWPPP (Exhibit B). A map showing the general location of the site will be included in the SWPPP (Exhibit C). A copy of the construction general permit will be included in the SWPPP (Exhibit J). A series of site maps are included as Exhibit D.

If future projects within the site are proposed at a later date, the SWPPP will be revised by including the site map of the new project. Site maps will be provided for each area of soil disturbance permitted within the scope of the SWPPP.

Obtaining Authorization to Discharge

Any operator conducting under the SWPPP will certify and post a public notice prior to commencing construction activities as necessary to obtain authorization for the construction activity. The name, address, and telephone number for the operator will be included in the notice. The notice will be posted at a location where it is safely and readily available to the public until completion of the construction activity. All notices will be included as part of the SWPPP and provided to any MS4s receiving discharge from the construction activities, as appropriate (Exhibit E). Any and all notices will be certified according to 30 TAC § 305.44 (relating to Signatories for Applications). Any primary operators conducting under the SWPPP will submit the notice with proof of payment to the TCEQ as appropriate to obtain authorization. Should multiple operators conduct construction activities under the SWPPP, the front cover will be signed by each operator. Should any relevant information submitted on the notice change, any primary operator conducting under the SWPPP will submit a Notice of Change as appropriate. Any primary operators conducting under the SWPPP will submit a Notice of Termination when final stabilization is achieved. Any and all operators conducting under the SWPPP will remove the public notice from the site as appropriate when either final stabilization is achieved or a transfer of operational control has occurred. Should a transfer of operational control occur, any operator conducting under the SWPPP will attempt to inform, as appropriate, the new operator of the requirement to obtain permit coverage and existing operators (Exhibit F). Direct discharge into storm sewer not allowed if site dewatering techniques are required, sediment generated by construction activities shall be retained on site to extent practical. A copy of the SWPPP, reports and actions required by the SWPPP, public notices including data used to produce the notice, as well as records of the submittal of forms sent to other operators and to any MS4 receiving discharge from the construction activities, as applicable, will be retained for three years following the date that the operator terminates permit coverage.

Potential Pollutants and Sources

The following potential pollutants can be reasonably expected at construction sites: construction debris, litter, chemical wastes, construction materials, sediment, dust, waste materials, petroleum products, sand, concrete truck wash out water, erosive flow velocity, crushed rock, discarded equipment, acid, sanitary wastes, curing compounds, lime, fly ash, cement, biological materials, and other similar pollutants. Any additional or unique potential pollutants will be addressed on the project's site map. Potential pollutants can be reasonably associated with the following typical point sources: fuel tanks, construction equipment, parked vehicles, waste containers, vehicle traffic, pumps, drainage swales, channels, exposed soil, construction entrances, stored construction materials, construction personnel, temporary buildings, demolished structures, concrete trucks, sanitary facilities, and other similar point sources. Any additional or unique point sources will be addressed on the project's site map.

Best Management Practices

Best Management Practices (BMPs) will be designed and implemented in order to minimize to the extent practicable the discharge of pollutants in storm water associated with construction activity and in eligible non-storm water discharges. Erosion and sediment controls will be designed to retain sediment on-site to the extent practicable. Control measures will be properly selected, installed, and maintained according to the designer's specifications. Controls will be developed to minimize the offsite transport of litter, construction debris, and construction materials. If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule will be described in the inspection report and wherever possible those changes implemented before the next storm event. If implementation before the next anticipated storm event is impracticable, these changes will be implemented as soon as practicable.

Sediment Control Practices

Sediment control practices will be used to remove eroded soils from storm water runoff. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls will be utilized for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate. These perimeter controls will be installed as necessary and will be utilized until a common drainage location serves a disturbed acreage of 10 acres or more. At that time, a sedimentation basin will be utilized where feasible. A sedimentation basin capacity calculation chart will be included in the SWPPP, as appropriate (Exhibit G). If a sedimentation basin is not feasible, then equivalent control measures will be utilized until final stabilization of the site and the reasons why the basin was infeasible will be noted on the sedimentation basin capacity calculation chart. The following sediment control BMPs can be reasonably expected at construction sites: silt fences, sand/rock bags, berms, sedimentation basins, rock dams, inlet protection barriers, surge dams, use of existing vegetation, and other similar measures. Any additional or unique sediment control BMPs will be addressed on the project's site map.

Pollution Prevention Practices

Pollution prevention practices will be designed to minimize pollutants from construction and waste materials which will be stored on-site. Controls will be used to minimize, to the extent practicable, the off-site vehicle tracking of sediments and the generation of dust. Velocity dissipation devices will be placed at discrete discharge locations and along the length of any outfall channel to provide a non-erosive flow velocity from the structure to the surface water. If it is necessary to pump or channel standing water from the site, appropriate controls will be utilized to minimize the offsite transport of suspended sediments and other pollutants. Concrete truck wash out water will be discharged to areas at the construction site where structural controls have been established to prevent direct discharge to surface waters, or to areas that have a minimal slope that allow infiltration and filtering of wash out water to prevent direct discharge to surface waters. Washout of concrete trucks during storm events will be minimized when possible and BMPs will be utilized to prevent the discharge of concrete truck washout as the result of rain. The following pollution prevention BMPs can be reasonably expected at construction sites: water truck spraying, orderly material storage, orderly equipment storage, proper waste disposal practices, orderly parking areas, street cleaning, spill prevention practices, use of petroleum sorbents, orderly concrete truck washout areas, use of stabilized construction accesses, use of trash containers, use of portable sanitation facilities, self-contained fuel cells, orderly petroleum product storage, use of dewatering bags, use of temporary velocity dissipation devices, use of flow diversion mechanisms, and

other similar measures. Any additional or unique pollution prevention BMPs will be addressed on the project's site map.

All trash and debris will be collected and stored in dumpsters meeting all local and state solid waste management regulations prior to removal from site. The trash and debris will be hauled to an approved landfill site and no construction debris will be buried on site.

Water line and hydrant flushings are anticipated after completion of utility construction. Flushings will be directed to the storm sewer system. Uncontaminated groundwater discharge mixed with storm water will be controlled in the same manner as storm water discharge.

The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough products required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
- Product will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of the container.
- Manufacturers' recommendations for proper use and disposal will be followed.
- The site superintendent will inspect daily to ensure proper use and disposal of materials onsite.

If hazardous materials are used, the following practices will be used to reduce the risks associated with hazardous materials.

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data will be retained.
- If surplus product must be disposed of, manufacturers' or local and state recommended methods for proper disposal will be followed.

The product specific practices and spill prevention practices to be followed are listed in Exhibit K.

Erosion Control and Stabilization Practices

Erosion control and stabilization measures will be initiated as soon as practicable in portions of the site where construction activities have temporarily ceased. Stabilization measures that provide a protective cover will be initiated as soon as practicable in portions of the site where construction activities have permanently ceased. These measures will be initiated no more than 14 days after the construction activity in that portion of the site that has temporarily or permanently ceased, unless the activity is scheduled to resume within 21 days. If soil conditions prohibit the initiation of stabilization measures or vegetative practices, erosion control and stabilization measures will be initiated as soon as practicable. Where temporary stabilization controls are infeasible, temporary sediment controls will be used along the perimeter of the site to the extent practicable and the reasons why the activity was infeasible will be noted in the inspection report. The following erosion control and stabilization BMPs can be reasonably expected at construction sites: establishment of temporary or permanent vegetation, mulching, use of geotextiles, sod stabilization, use of vegetative buffer strips, protection of existing trees and vegetation, slope

texturing, and other similar measures. Any additional or unique erosion control and stabilization BMPs will be addressed on the project's site map.

Inspection Procedures

Personnel will inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, discharge locations, and structural controls for evidence of, or the potential for, pollutants entering the drainage system. An inspector qualification statement (Exhibit H) and the inspection report will be included in the SWPPP (Exhibit I). Sediment and erosion control measures identified in the SWPPP will be inspected to ensure that they are operating correctly. Locations where vehicles enter or exit the site will be inspected for evidence of off-site sediment tracking. The inspection will be conducted by the responsible person at least once every 14 calendar days and within 24 hours after a storm of 0.5 inch or greater. Where sites have been finally or temporarily stabilized, inspections will be conducted at least once every month. Where inspection vehicles could compromise temporarily or even permanently stabilized areas, cause additional disturbance of soils, or increase the potential for erosion, representative inspections will be performed. In the event of flooding or other uncontrollable situations which prohibit access to the inspection sites, inspections will be conducted as soon as access is practicable. The dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated will be maintained in the inspection report or noted on the site map. The inspection report will summarize the scope of the inspection, the dates of the inspection, major observations relating to the implementation of the SWPPP, actions taken as a result of inspections, and any incidents of non-compliance. If the inspection report does not identify any incidents of non-compliance, the report will be certified by the inspector that the site is in compliance with the SWPPP (Exhibit J) and the general permit (Exhibit J). All reports and other information requested by the executive director of the TCEQ will be signed by the person and in the manner required by 30 TAC §305.128 (relating to Signatories to Reports).

Maintenance Procedures

All protective measures will be maintained in effective operating condition. If it is determined that BMPs are not operating effectively, then maintenance will be performed as necessary to maintain the continued effectiveness of storm water controls, and prior to the next storm event if feasible. If maintenance prior to the next anticipated storm event is impracticable, the reason will be documented in the inspection report and maintenance will be scheduled and accomplished as soon as practicable. The operator will replace or correct erosion and sediment controls that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective immediately upon discovery. If a control has been used incorrectly, is performing inadequately, or is damaged, then the control will be replaced or modified as soon as practicable after the inspection. Sediment will be removed from sediment traps and sedimentation basins no later than the time that design capacity has been reduced by 50%. For perimeter controls such as silt fences, berms, etc., the trapped sediment will be removed before it reaches 50% of the above-ground height. If sediment escapes the site, accumulations will be removed at a frequency that minimizes off-site impacts, and prior to the next rain event, if feasible. Operator shall adequately water all seeded or sodded areas to insure growth of vegetation.

EXHIBIT A
Project Responsibility Chart

Exhibit A

PROJECT RESPONSIBILITY CHART

Construction Project or Site Name: City of Dickinson 2016 Street Rehabilitation – 35th Street from Kansas Avenue to California Avenue

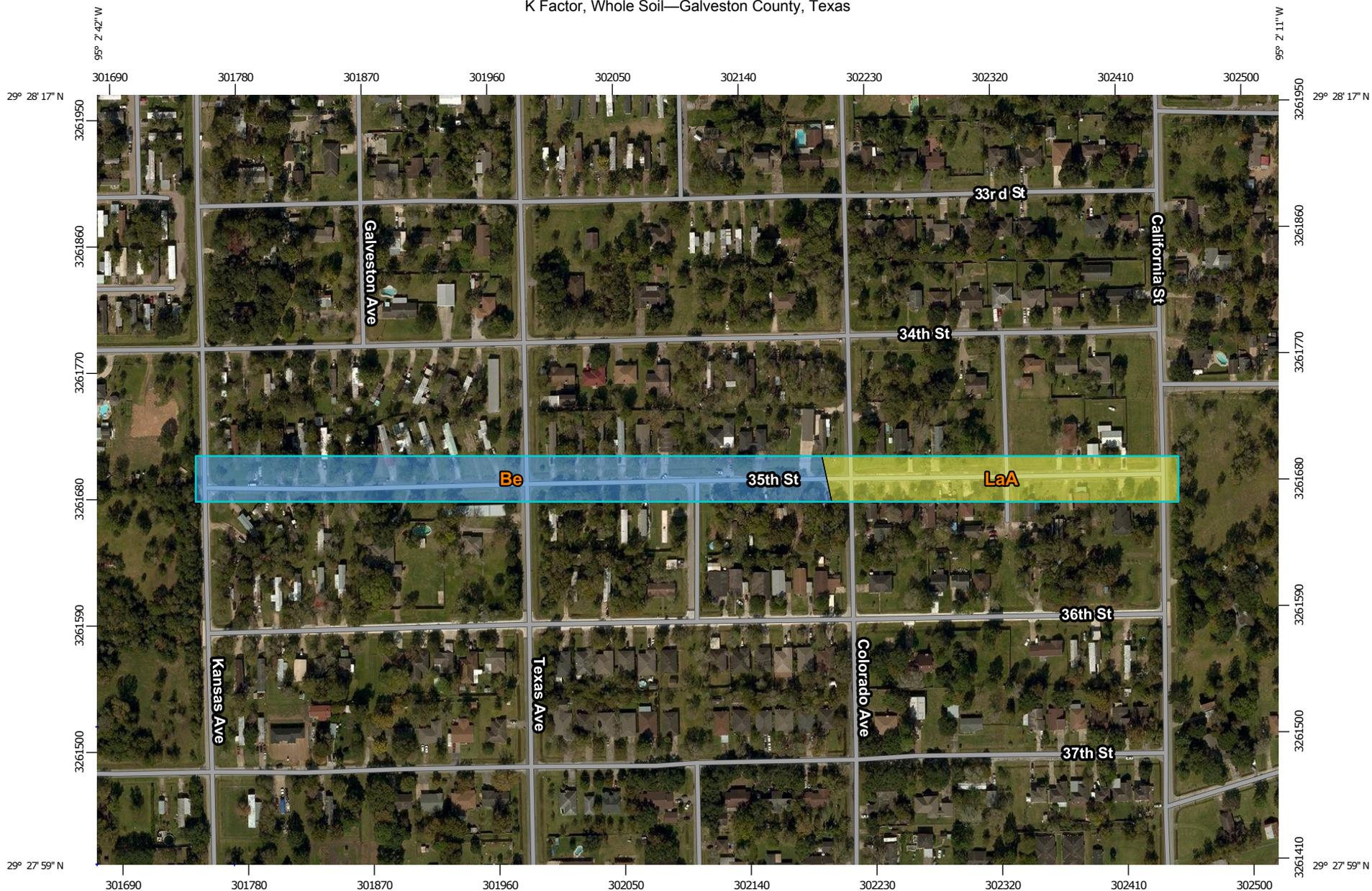
Any operator conducting under the Storm Water Pollution Prevention Plan (SWPPP) is entirely responsible for meeting SWPPP requirements within the boundaries of the construction site where they perform construction activities. The purpose of this chart is to identify the Best Management Practice responsibilities of any operator conducting under the SWPPP and to define the scope of inspections. If the party with day-to-day operational control has abandoned the site, the person with control over project specifications is considered to be the responsible party until the authority is transferred to another party and the SWPPP is updated.

	Operator(s) conducting under the SWPPP		Other Operator(s)		
Name					
Type					
Scope					
Commencement of Construction Activity			N/A	N/A	N/A
Silt Fences					
Berms					
Sedimentation Basins					
Rock Dams					
Stabilized Construction Access					
Stage I Inlet Protection Barriers					
Stage II Inlet Protection Barriers					
Surge Dams					
Existing Vegetation					
Dust Control					
Material Storage					
Equipment Storage					
Waste Disposal					
Spills and Leaks					
Concrete Truck Washout					
Sanitation Facilities					
Petroleum Product Storage					
Dewatering Bags					
Velocity Dissipation Devices					
Establishment of Temporary Stabilization					
Establishment of Permanent Stabilization					

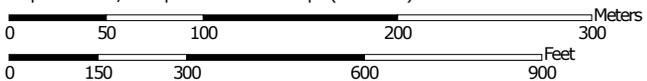
EXHIBIT B
Soil Survey

35th Street

K Factor, Whole Soil—Galveston County, Texas



Map Scale: 1:3,870 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

-  .02
-  .05
-  .10
-  .15
-  .17
-  .20
-  .24
-  .28
-  .32
-  .37
-  .43
-  .49
-  .55
-  .64
-  Not rated or not available

Soil Rating Lines

-  .02
-  .05
-  .10
-  .15
-  .17
-  .20

-  .24
-  .28
-  .32
-  .37
-  .43
-  .49
-  .55
-  .64
-  Not rated or not available

Soil Rating Points

-  .02
-  .05
-  .10
-  .15
-  .17
-  .20
-  .24
-  .28
-  .32
-  .37
-  .43
-  .49
-  .55
-  .64
-  Not rated or not available

Water Features

-  Streams and Canals
- Transportation**
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.
 Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Galveston County, Texas
 Survey Area Data: Version 13, Sep 22, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 17, 2014—Dec 16, 2014

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

K Factor, Whole Soil

K Factor, Whole Soil— Summary by Map Unit — Galveston County, Texas (TX167)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Be	Bernard clay loam, 0 to 1 percent slopes	.43	3.6	64.2%
LaA	Lake Charles clay, 0 to 1 percent slopes	.20	2.0	35.8%
Totals for Area of Interest			5.7	100.0%

Description

Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) and the Revised Universal Soil Loss Equation (RUSLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year. The estimates are based primarily on percentage of silt, sand, and organic matter and on soil structure and saturated hydraulic conductivity (Ksat). Values of K range from 0.02 to 0.69. Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water.

"Erosion factor Kw (whole soil)" indicates the erodibility of the whole soil. The estimates are modified by the presence of rock fragments.

Rating Options

Aggregation Method: Dominant Condition

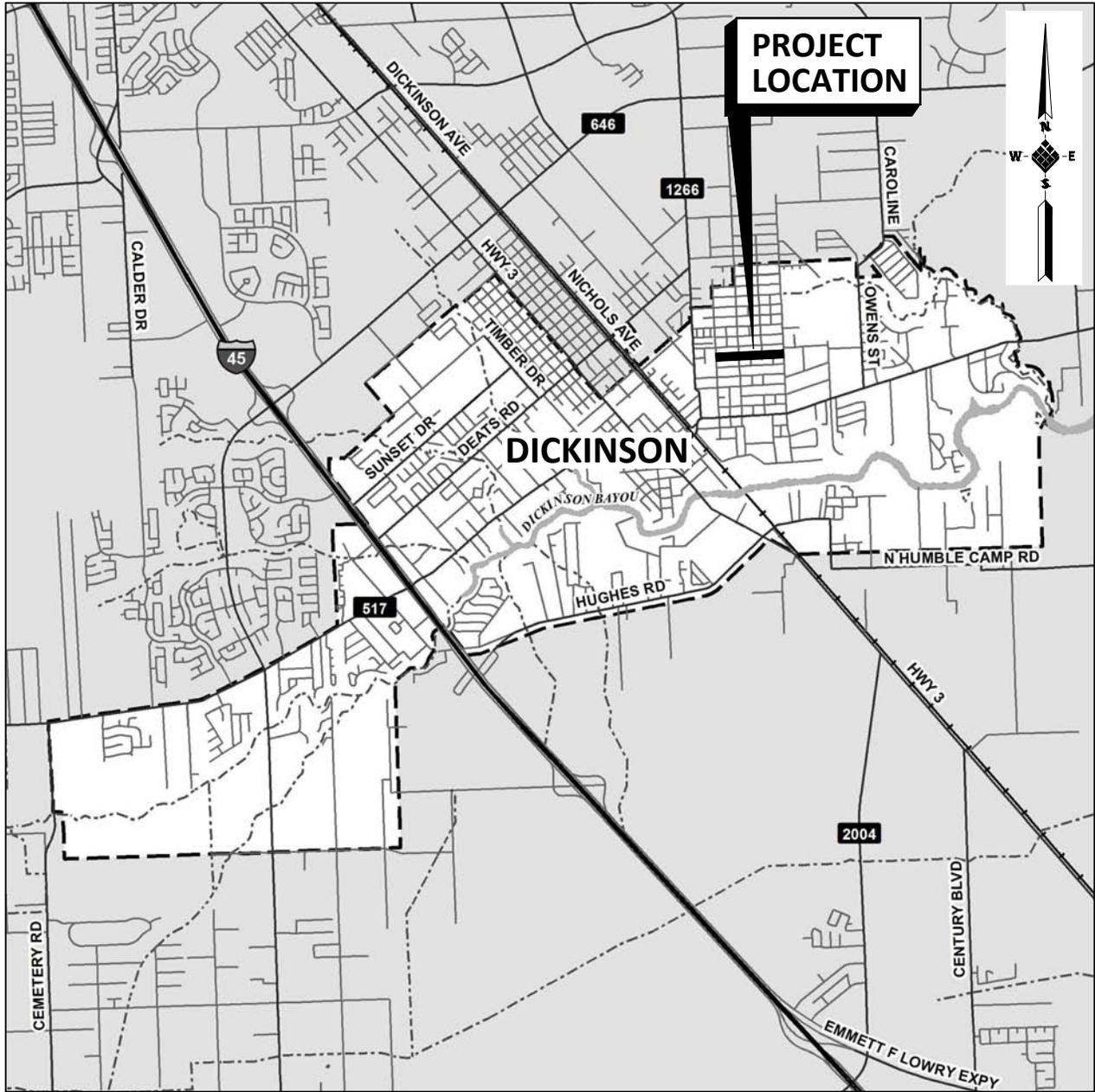
Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Layer Options (Horizon Aggregation Method): Surface Layer (Not applicable)

EXHIBIT C
Vicinity Map

X:\1800\184101001_35th Street\CAD\DWG\Exhibits\35TH-SW3p-VIC.dwg [35TH STREET VICINITY MAP] Oct 21, 2015-2:48pm bavant



VICINITY MAP

DATE:	10/21/15
DESIGNED BY:	BA
DRAWN BY:	BA
CHECKED BY:	MW
JOB No.	184101001

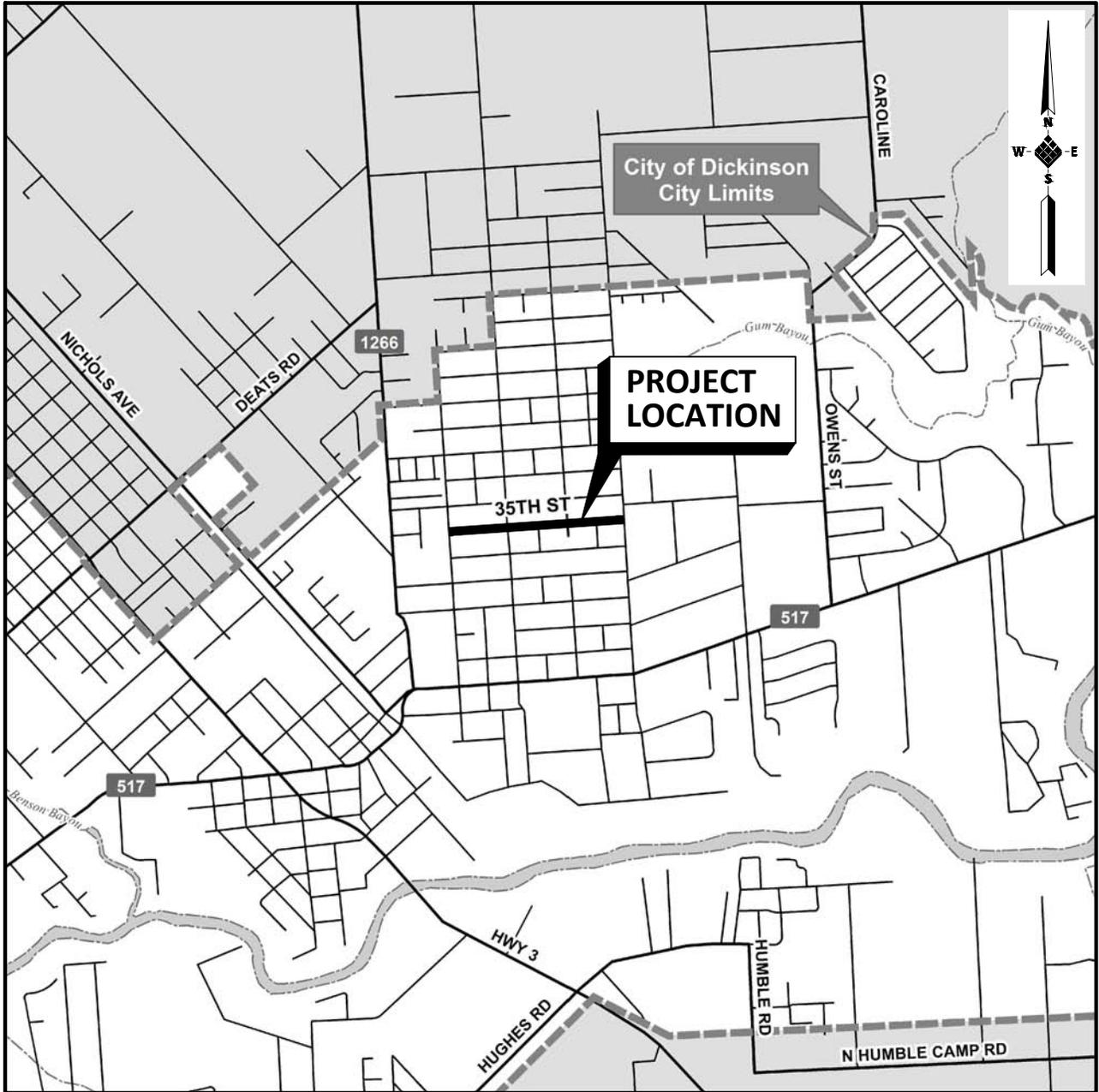


13333 NW. Freeway,
Suite 300
Houston, Tx. 77040
713.462.3178
TBPE F-002726
TBPLS 10110700

CITY OF DICKINSON
35th STREET
VICINITY MAP

EXHIBIT D
Location Map

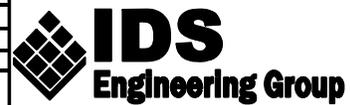
X:\1800\184101001 35th Street\CAD\DWG\Exhibits\35TH-SW3P-LOC.dwg [35TH STREET LOCATION] Oct 21, 2015 2:47 pm bavant



LOCATION MAP

KEY MAP: 660 W

DATE:	10/21/15
DESIGNED BY:	BA
DRAWN BY:	BA
CHECKED BY:	MW
JOB No.	184101001



13333 NW. Freeway,
Suite 300
Houston, Tx. 77040
713.462.3178
TBPE F-002726
TBPLS 10110700

CITY OF DICKINSON
35th STREET
LOCATION MAP

EXHIBIT E
Construction Site Notice (CSN)



CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program
TPDES GENERAL PERMIT TXR150000

This notice applies to construction sites operating under Part II.D.3. of the TPDES General Permit Number TXR150000 for discharges of storm water runoff from construction sites equal to or greater than five acres, including the larger common plan of development. This is an optional notice which contains information required in Part III.D.2. of the general permit. This information should be posted along with a signed copy of the Notice of Intent. Links to web pages concerning the TCEQ storm water permit program may be found on the internet at:

http://www.tceq.state.tx.us/nav/permits/sw_permits.html

TPDES Permit Number:	
Contact Name and Phone Number:	
Project Description: <i>Physical address or description of the site's location, and Estimated start date and projected end date, or date that disturbed soils will be stabilized.</i>	
Location of Storm Water Pollution Prevention Plan (SWP3):	

EXHIBIT F
Transfer of Operational Control

Exhibit F

**TRANSFER OF OPERATIONAL CONTROL
FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program
TPDES GENERAL PERMIT TXR150000**

Instructions: Fill out the form and meter or affix stamps to the Certificate of Mailing below. Make a copy, place it in a self-addressed stamped envelope, and then mail the copy to the New Operator at a USPS facility. At the time of mailing, present the original to a USPS employee, and they will date stamp the certificate so that the original can be retained in the SWPPP as a Transfer of Operational Control.

Permitted operators may attempt to notify new operators of the requirement to obtain authorization, as appropriate, under the Texas Pollutant Discharge Elimination System Construction General Permit TXR150000 when a transfer of operational control occurs. Authorization under this general permit is not transferable. Each operator is entirely responsible for meeting Storm Water Pollution Prevention Plan (SWPPP) requirements within the boundaries of the construction site where they perform construction activities.

Construction Project or Site Name:	City of Dickinson – 2016 Street Rehabilitation 35 th Street from Kansas Ave. to California Ave.
Operator Name:	
New Operator:	
New Operator Mailing Address:	
Date Transfer is Effective:	

The Operator has relinquished control over all areas of the site that have not been finally stabilized, and SWPPP responsibilities for all silt fences and other temporary erosion controls are now transferred to the New Operator. The Operator is required to retain record of this notification for a minimum period of three (3) years from the date that permit coverage is terminated. The information on this notification is required in Part II.F.4 of the general permit.



Certificate Of

Mailing

To pay fee, affix stamps or meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.

This form may be used for domestic and international mail.

From:

[Operator]

[Address]

[Address]

To:

Postmark Here

[New Operator]

[New Operator Mailing Address]

[New Operator Mailing Address]

EXHIBIT G
Sedimentation Basin Capacity
Calculation Chart
(not required)

EXHIBIT H
Inspector Qualifications
(To be provided by Contractor)

SUBCONTRACTOR'S CERTIFICATION

Project Name and Location:

Project Name:	City of Dickinson – 2016 Street Rehabilitation
Location:	35 th Street from Kansas Ave. to California Ave.

I certify under penalty of law that I understand the terms and conditions of the Texas Pollutant Discharge Elimination System (TPDES) General Permit TX150000 that authorizes the storm water discharges associated with the industrial activity from that construction site identified as part of this certification.

Subcontractor:

Responsible For:

Company

Name

Title

Signature

Date

Subcontractor:

Responsible For:

Company

Name

Title

Signature

Date

EXHIBIT I
Inspection Record

INSPECTOR CERTIFICATION
(To be filed with Inspection Reports)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature

Printed Name

Title

Company

Date

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT

INSPECTOR: _____ DATE: _____

DAYS SINCE LAST RAINFALL _____ AMOUNT OF LAST RAINFALL _____ INCHES

STABILIZATION MEASURES

AREA	DATE SINCE LAST DISTURBED	DATE OF NEXT DISTURBANCE	STABILIZED?	STABILIZED WITH	CONDITION
------	---------------------------------	--------------------------------	-------------	--------------------	-----------

STABILIZATION REQUIRED:

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

COMPLETED BY: _____ DATE: _____

STRUCTURAL CONTROLS

DIVERSION DIKES AND SWALES:

FROM	TO	STABILIZED?	EVIDENCE OF WASHOUT OR OVER-TOPPING?
------	----	-------------	---

MAINTENANCE REQUIRED FOR DIVERSION DIKES AND SWALES:

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

COMPLETED BY: _____ DATE: _____

TEMPORARY DIVERSION SWALE:

FROM	TO	STABILIZED?	EVIDENCE OF WASHOUT OR OVER-TOPPING?
------	----	-------------	---

MAINTENANCE REQUIRED FOR TEMPORARY DIVERSION SWALE:

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

COMPLETED BY: _____ DATE: _____

FILTER FABRIC FENCE:

LOCATION	BOTTOM FABRIC STILL BURIED	FABRIC TORN OR SAGGING?	POSTS TIPPING OVER	HOW DEEP IS THE SEDIMENT?
----------	----------------------------------	----------------------------	-----------------------	------------------------------

MAINTENANCE REQUIRED FOR FILTER FABRIC FENCE:

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

COMPLETED BY: _____ DATE: _____

INLET PROTECTION BARRIERS:

LOCATION	IN PLACE CONDITION?	DEPTH OF SEDIMENT	CONDITION OF INLET
----------	------------------------	----------------------	-----------------------

MAINTENANCE REQUIRED FOR INLET PROTECTION BARRIER:

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

COMPLETED BY: _____ DATE: _____

INSPECTION AND MAINTENANCE REPORT

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN:

REASON FOR CHANGES:

INSPECTOR'S SIGNATURES: _____ DATE: _____

EXHIBIT J
TXR150000

Texas Commission on Environmental Quality

P.O. Box 13087, Austin, Texas 78711-3087



GENERAL PERMIT TO DISCHARGE UNDER THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM

under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

This permit supersedes and replaces
TPDES General Permit No. TXR150000, issued March 5, 2008

Construction sites that discharge stormwater associated with construction activity
located in the state of Texas
may discharge to surface water in the state

only according to monitoring requirements and other conditions set forth in this general permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ or Commission), the laws of the State of Texas, and other orders of the Commission of the TCEQ. The issuance of this general permit does not grant to the permittee the right to use private or public property for conveyance of stormwater and certain non-stormwater discharges along the discharge route. This includes property belonging to but not limited to any individual, partnership, corporation or other entity. Neither does this general permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route.

This general permit and the authorization contained herein shall expire at midnight, five years from the permit effective date.

EFFECTIVE DATE: March 5, 2013

ISSUED DATE: FEB 19 2013



For the Commission

**TPDES GENERAL PERMIT NUMBER TXR150000 RELATING TO
STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION
ACTIVITIES**

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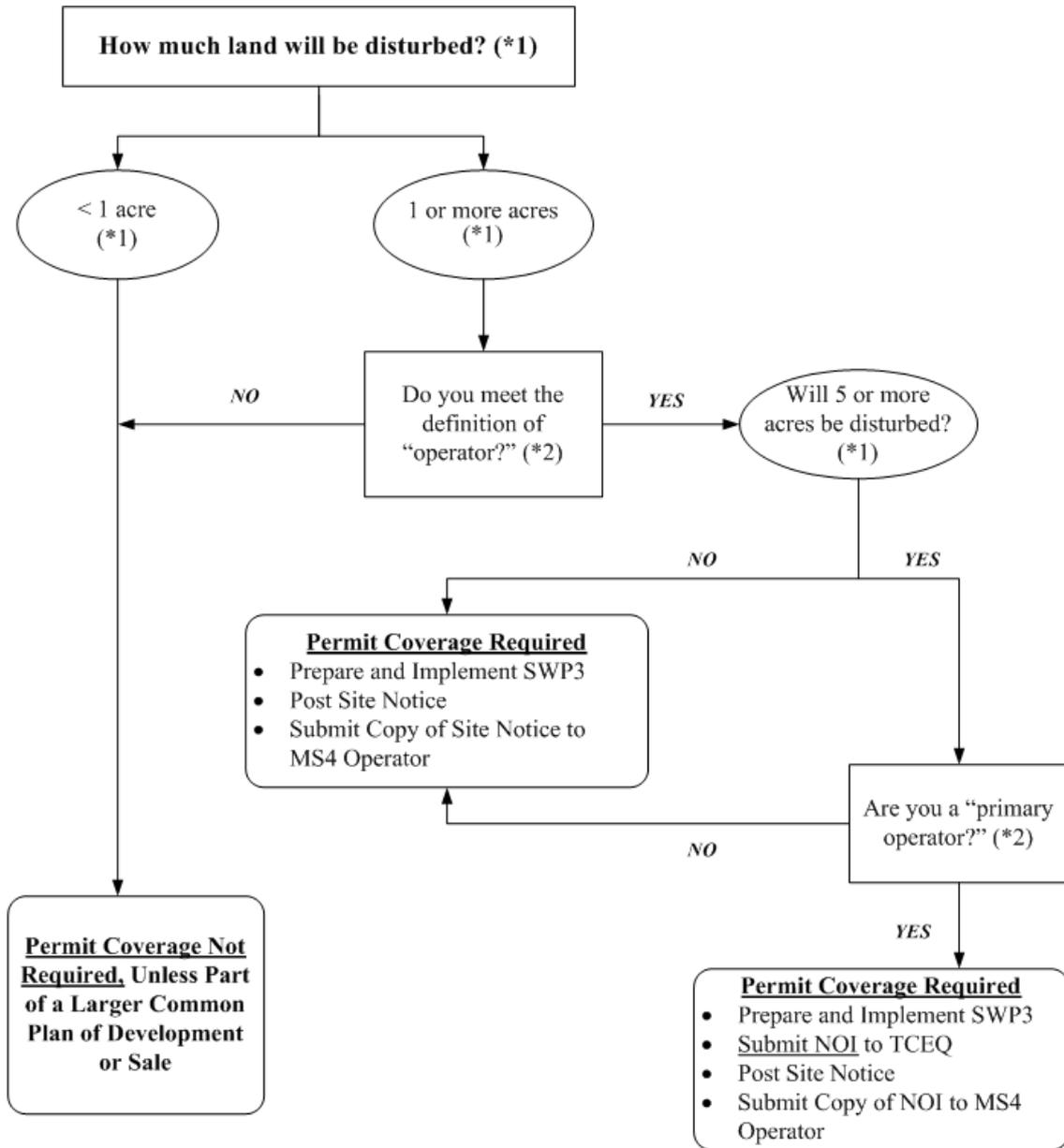
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Part I. Flow Chart and Definitions

Section A. Flow Chart to Determine Whether Coverage is Required



(*1) To determine the size of the construction project, use the size of the entire area to be disturbed, and include the size of the larger common plan of development or sale, if the project is part of a larger project (refer to Part I.B., "Definitions," for an explanation of "common plan of development or sale").

(*2) Refer to the definitions for "operator," "primary operator," and "secondary operator" in Part I., Section B. of this permit.

Section B. Definitions

Arid Areas - Areas with an average annual rainfall of 0 to 10 inches.

Best Management Practices (BMPs) - Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants. BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spills or leaks, waste disposal, or drainage from raw material storage areas.

Commencement of Construction - The initial disturbance of soils associated with clearing, grading, or excavation activities, as well as other construction-related activities (e.g., stockpiling of fill material, demolition).

Common Plan of Development - A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities. A common plan of development (also known as a “common plan of development or sale”) is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or hearing, zoning requests, or other similar documentation and activities. A common plan of development does not necessarily include all construction projects within the jurisdiction of a public entity (e.g., a city or university). Construction of roads or buildings in different parts of the jurisdiction would be considered separate “common plans,” with only the interconnected parts of a project being considered part of a “common plan” (e.g., a building and its associated parking lot and driveways, airport runway and associated taxiways, a building complex, etc.). Where discrete construction projects occur within a larger common plan of development or sale but are located ¼ mile or more apart, and the area between the projects is not being disturbed, each individual project can be treated as a separate plan of development or sale, provided that any interconnecting road, pipeline or utility project that is part of the same “common plan” is not included in the area to be disturbed.

Construction Activity - Includes soil disturbance activities, including clearing, grading, and excavating; and does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e.g., the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities). Regulated construction activity is defined in terms of small and large construction activity.

Dewatering – The act of draining rainwater or groundwater from building foundations, vaults, and trenches.

Discharge – For the purposes of this permit, the drainage, release, or disposal of pollutants in stormwater and certain non-stormwater from areas where soil disturbing activities (e.g., clearing, grading, excavation, stockpiling of fill material, and demolition), construction materials or equipment storage or maintenance (e.g., fill piles, borrow area, concrete truck wash out, fueling), or other industrial stormwater directly related to the construction process (e.g., concrete or asphalt batch plants) are located.

Drought-Stricken Area – For the purposes of this permit, an area in which the National Oceanic and Atmospheric Administration’s U.S. Seasonal Drought Outlook indicates for the period during which the construction will occur that any of the following conditions are likely: (1) “Drought to persist or intensify”, (2) “Drought ongoing, some improvement”, (3) “Drought likely to improve, impacts ease”, or (4) “Drought development likely”. See http://www.cpc.ncep.noaa.gov/products/expert_assessment/seasonal_drought.html.

Edwards Aquifer - As defined under Texas Administrative Code (TAC) § 213.3 of this title (relating to the Edwards Aquifer), that portion of an arcuate belt of porous, water-bearing, predominantly carbonate rocks known as the Edwards and Associated Limestones in the Balcones Fault Zone trending from west to east to northeast in Kinney, Uvalde, Medina, Bexar, Comal, Hays, Travis, and Williamson Counties; and composed of the Salmon Peak

Limestone, McKnight Formation, West Nueces Formation, Devil's River Limestone, Person Formation, Kainer Formation, Edwards Formation, and Georgetown Formation. The permeable aquifer units generally overlie the less-permeable Glen Rose Formation to the south, overlie the less-permeable Comanche Peak and Walnut Formations north of the Colorado River, and underlie the less-permeable Del Rio Clay regionally.

Edwards Aquifer Recharge Zone - Generally, that area where the stratigraphic units constituting the Edwards Aquifer crop out, including the outcrops of other geologic formations in proximity to the Edwards Aquifer, where caves, sinkholes, faults, fractures, or other permeable features would create a potential for recharge of surface waters into the Edwards Aquifer. The recharge zone is identified as that area designated as such on official maps located in the offices of the Texas Commission on Environmental Quality (TCEQ) and the appropriate regional office. The Edwards Aquifer Map Viewer, located at http://www.tceq.texas.gov/compliance/field_ops/eapp/mapdisclaimer.html, can be used to determine where the recharge zone is located.

Edwards Aquifer Contributing Zone - The area or watershed where runoff from precipitation flows downgradient to the recharge zone of the Edwards Aquifer. The contributing zone is located upstream (upgradient) and generally north and northwest of the recharge zone for the following counties: all areas within Kinney County, except the area within the watershed draining to Segment No. 2304 of the Rio Grande Basin; all areas within Uvalde, Medina, Bexar, and Comal Counties; all areas within Hays and Travis Counties, except the area within the watersheds draining to the Colorado River above a point 1.3 miles upstream from Tom Miller Dam, Lake Austin at the confluence of Barrow Brook Cove, Segment No. 1403 of the Colorado River Basin; and all areas within Williamson County, except the area within the watersheds draining to the Lampasas River above the dam at Stillhouse Hollow reservoir, Segment No. 1216 of the Brazos River Basin. The contributing zone is illustrated on the Edwards Aquifer map viewer at http://www.tceq.texas.gov/compliance/field_ops/eapp/mapdisclaimer.html.

Effluent Limitations Guideline (ELG) – Defined in 40 Code of Federal Regulations (CFR) § 122.2 as a regulation published by the Administrator under § 304(b) of the Clean Water Act (CWA) to adopt or revise effluent limitations.

Facility or Activity – For the purpose of this permit, a construction site or construction support activity that is regulated under this general permit, including all contiguous land and fixtures (for example, ponds and materials stockpiles), structures, or appurtenances used at a construction site or industrial site described by this general permit.

Final Stabilization - A construction site status where any of the following conditions are met:

- A. All soil disturbing activities at the site have been completed and a uniform (that is, evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.
- B. For individual lots in a residential construction site by either:
 - (1) the homebuilder completing final stabilization as specified in condition (a) above; or
 - (2) the homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization. If temporary stabilization is not feasible, then the homebuilder may fulfill this requirement by retaining perimeter controls or BMPs, and informing the homeowner of the need for removal of temporary controls and the establishment of final stabilization.

Fullfillment of this requirement must be documented in the homebuilder's stormwater pollution prevention plan (SWP3).

- C. For construction activities on land used for agricultural purposes (such as pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to surface water and areas that are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above.
- D. In arid, semi-arid, and drought-stricken areas only, all soil disturbing activities at the site have been completed and both of the following criteria have been met:
- (1) Temporary erosion control measures (for example, degradable rolled erosion control product) are selected, designed, and installed along with an appropriate seed base to provide erosion control for at least three years without active maintenance by the operator, and
 - (2) The temporary erosion control measures are selected, designed, and installed to achieve 70% of the native background vegetative coverage within three years.

Hyperchlorination of Waterlines – Treatment of potable water lines or tanks with chlorine for disinfection purposes, typically following repair or partial replacement of the waterline or tank, and subsequently flushing the contents.

Impaired Water - A surface water body that is identified on the latest approved CWA §303(d) List as not meeting applicable state water quality standards. Impaired waters include waters with approved or established total maximum daily loads (TMDLs), and those where a TMDL has been proposed by TCEQ but has not yet been approved or established.

Indian Country Land – (from 40 CFR §122.2) (1) all land within the limits of any Indian reservation under the jurisdiction of the United States government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation; (2) all dependent Indian communities with the borders of the United States whether within the originally or subsequently acquired territory thereof, and whether within or without the limits of a state; and (3) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.

Indian Tribe - (from 40 CFR §122.2) any Indian Tribe, band, group, or community recognized by the Secretary of the Interior and exercising governmental authority over a Federal Indian Reservation.

Large Construction Activity - Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than five (5) acres of land. Large construction activity also includes the disturbance of less than five (5) acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five (5) acres of land. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (for example, the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities.)

Linear Project – Includes the construction of roads, bridges, conduits, substructures, pipelines, sewer lines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities in a long, narrow area.

Minimize - To reduce or eliminate to the extent achievable using stormwater controls that are technologically available and economically practicable and achievable in light of best industry practices.

Municipal Separate Storm Sewer System (MS4) - A separate storm sewer system owned or operated by the United States, a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, that discharges to surface water in the state.

Notice of Change (NOC) – Written notification to the executive director from a discharger authorized under this permit, providing changes to information that was previously provided to the agency in a notice of intent form.

Notice of Intent (NOI) - A written submission to the executive director from an applicant requesting coverage under this general permit.

Notice of Termination (NOT) - A written submission to the executive director from a discharger authorized under a general permit requesting termination of coverage.

Operator - The person or persons associated with a large or small construction activity that is either a primary or secondary operator as defined below:

Primary Operator – the person or persons associated with a large or small construction activity that meets either of the following two criteria:

- (a) the person or persons have on-site operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
- (b) the person or persons have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a Storm Water Pollution Prevention Plan (SWP3) for the site or other permit conditions (for example, they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions).

Secondary Operator – The person or entity, often the property owner, whose operational control is limited to:

- (a) the employment of other operators, such as a general contractor, to perform or supervise construction activities; or
- (b) the ability to approve or disapprove changes to construction plans and specifications, but who does not have day-to-day on-site operational control over construction activities at the site.

Secondary operators must either prepare their own SWP3 or participate in a shared SWP3 that covers the areas of the construction site where they have control over the plans and specifications.

If there is not a primary operator at the construction site, then the secondary operator is defined as the primary operator and must comply with the requirements for primary operators.

Outfall - For the purpose of this permit, a point source at the point where stormwater runoff associated with construction activity discharges to surface water in the state and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream or other water of the U.S. and are used to convey waters of the U.S.

Permittee - An operator authorized under this general permit. The authorization may be gained through submission of a notice of intent, by waiver, or by meeting the requirements for automatic coverage to discharge stormwater runoff and certain non-stormwater discharges.

Point Source – (from 40 CFR §122.2) Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are, or may be, discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

Pollutant - Dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, filter backwash, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into any surface water in the state. The term "pollutant" does not include tail water or runoff water from irrigation or rainwater runoff from cultivated or uncultivated rangeland, pastureland, and farmland. For the purpose of this permit, the term "pollutant" includes sediment.

Pollution - (from Texas Water Code (TWC) §26.001(14)) The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any surface water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Rainfall Erosivity Factor (R factor) - the total annual erosive potential that is due to climatic effects, and is part of the Revised Universal Soil Loss Equation (RUSLE).

Receiving Water - A "Water of the United States" as defined in 40 CFR §122.2 into which the regulated stormwater discharges.

Semiarid Areas - areas with an average annual rainfall of 10 to 20 inches

Separate Storm Sewer System - A conveyance or system of conveyances (including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains), designed or used for collecting or conveying stormwater; that is not a combined sewer, and that is not part of a publicly owned treatment works (POTW).

Small Construction Activity - Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one (1) acre and less than five (5) acres of land. Small construction activity also includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one (1) and less than five (5) acres of land. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (for example, the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities.)

Steep Slopes – Where a state, Tribe, local government, or industry technical manual (e.g. stormwater BMP manual) has defined what is to be considered a "steep slope", this permit's definition automatically adopts that definition. Where no such definition exists, steep slopes are automatically defined as those that are 15 percent or greater in grade.

Stormwater (or Stormwater Runoff) - Rainfall runoff, snow melt runoff, and surface runoff and drainage.

Stormwater Associated with Construction Activity - Stormwater runoff from a construction activity where soil disturbing activities (including clearing, grading, excavating) result in the disturbance of one (1) or more acres of total land area, or are part of a larger common plan of development or sale that will result in disturbance of one (1) or more acres of total land area.

Structural Control (or Practice) - A pollution prevention practice that requires the construction of a device, or the use of a device, to reduce or prevent pollution in stormwater

runoff. Structural controls and practices may include but are not limited to: silt fences, earthen dikes, drainage swales, sediment traps, check dams, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

Surface Water in the State - Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the state.

Temporary Stabilization - A condition where exposed soils or disturbed areas are provided a protective cover or other structural control to prevent the migration of pollutants. Temporary stabilization may include temporary seeding, geotextiles, mulches, and other techniques to reduce or eliminate erosion until either permanent stabilization can be achieved or until further construction activities take place.

Total Maximum Daily Load (TMDL) - The total amount of a pollutant that a water body can assimilate and still meet the Texas Surface Water Quality Standards.

Turbidity – A condition of water quality characterized by the presence of suspended solids and/or organic material.

Waters of the United States - (from 40 CFR §122.2) Waters of the United States or waters of the U.S. means:

- (a) all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;
- (b) all interstate waters, including interstate wetlands;
- (c) all other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds that the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:
 - (1) which are or could be used by interstate or foreign travelers for recreational or other purposes;
 - (2) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
 - (3) which are used or could be used for industrial purposes by industries in interstate commerce;
- (d) all impoundments of waters otherwise defined as waters of the United States under this definition;
- (e) tributaries of waters identified in paragraphs (a) through (d) of this definition;
- (f) the territorial sea; and
- (g) wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (a) through (f) of this definition.

Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA (other than cooling ponds as defined in 40 CFR §423.11(m) which also meet the criteria of this definition) are not waters of the U.S. This exclusion applies only to manmade bodies of water which neither were originally created in waters of the U.S. (such as

disposal area in wetlands) nor resulted from the impoundment of waters of the U.S. Waters of the U.S. do not include prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other federal agency, for the purposes of the CWA, the final authority regarding CWA jurisdiction remains with EPA.

Part II. Permit Applicability and Coverage

Section A. Discharges Eligible for Authorization

1. Stormwater Associated with Construction Activity

Discharges of stormwater runoff from small and large construction activities may be authorized under this general permit.

2. Discharges of Stormwater Associated with Construction Support Activities

Examples of construction support activities include, but are not limited to, concrete batch plants, rock crushers, asphalt batch plants, equipment staging areas, material storage yards, material borrow areas, and excavated material disposal areas.

Construction support activities authorized under this general permit are not commercial operations, and do not serve multiple unrelated construction projects. Discharges of stormwater runoff from construction support activities may be authorized under this general permit, provided that the following conditions are met:

- (a) the activities are located within one (1) mile from the boundary of the permitted construction site and directly support the construction activity;
- (b) an SWP3 is developed for the permitted construction site according to the provisions of this general permit, and includes appropriate controls and measures to reduce erosion and discharge of pollutants in stormwater runoff from the construction support activities; and
- (c) the construction support activities either do not operate beyond the completion date of the construction activity or, at the time that they do, are authorized under separate Texas Pollutant Discharge Elimination System (TPDES) authorization. Separate TPDES authorization may include the TPDES Multi Sector General Permit (MSGP), TXR050000 (related to stormwater discharges associated with industrial activity), separate authorization under this general permit if applicable, coverage under an alternative general permit if available, or authorization under an individual water quality permit.

3. Non-Stormwater Discharges

The following non-stormwater discharges from sites authorized under this general permit are also eligible for authorization under this general permit:

- (a) discharges from fire fighting activities (fire fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, or similar activities);
- (b) uncontaminated fire hydrant flushings (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life), which include flushings from systems that utilize potable water, surface water, or groundwater that does not contain additional pollutants (uncontaminated fire hydrant flushings do not include systems utilizing reclaimed wastewater as a source water);
- (c) water from the routine external washing of vehicles, the external portion of buildings or structures, and pavement, where detergents and soaps are not used, where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials

have been removed; and if local state, or federal regulations are applicable, the materials are removed according to those regulations), and where the purpose is to remove mud, dirt, or dust;

- (d) uncontaminated water used to control dust;
- (e) potable water sources, including waterline flushings, but excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life;
- (f) uncontaminated air conditioning condensate;
- (g) uncontaminated ground water or spring water, including foundation or footing drains where flows are not contaminated with industrial materials such as solvents; and
- (h) lawn watering and similar irrigation drainage.

4. Other Permitted Discharges

Any discharge authorized under a separate National Pollutant Discharge Elimination System (NPDES), TPDES, or TCEQ permit may be combined with discharges authorized by this general permit, provided those discharges comply with the associated permit.

Section B. Concrete Truck Wash Out

The wash out of concrete trucks at regulated construction sites must be performed in accordance with the requirements of Part V of this general permit.

Section C. Limitations on Permit Coverage

1. Post Construction Discharges

Discharges that occur after construction activities have been completed, and after the construction site and any supporting activity site have undergone final stabilization, are not eligible for coverage under this general permit. Discharges originating from the sites are not authorized under this general permit following the submission of the notice of termination (NOT) or removal of the appropriate site notice, as applicable, for the regulated construction activity.

2. Prohibition of Non-Stormwater Discharges

Except as otherwise provided in Part II.A. of this general permit, only discharges that are composed entirely of stormwater associated with construction activity may be authorized under this general permit.

3. Compliance With Water Quality Standards

Discharges to surface water in the state that would cause, have the reasonable potential to cause, or contribute to a violation of water quality standards or that would fail to protect and maintain existing designated uses are not eligible for coverage under this general permit. The executive director may require an application for an individual permit or alternative general permit (see Parts II.H.2. and 3.) to authorize discharges to surface water in the state if the executive director determines that any activity will cause, has the reasonable potential to cause, or contribute to a violation of water quality standards or is found to cause, has the reasonable potential to cause, or contribute to, the impairment of a designated use. The executive director may also require an application for an individual permit considering factors described in Part II.H.2. of this general permit.

4. Impaired Receiving Waters and Total Maximum Daily Load (TMDL) Requirements

New sources or new discharges of the pollutants of concern to impaired waters are not authorized by this permit unless otherwise allowable under 30 TAC Chapter 305 and applicable state law. Impaired waters are those that do not meet applicable water quality standards and are listed on the EPA approved CWA §303(d) List. Pollutants of concern are those for which the water body is listed as impaired.

Discharges of the pollutants of concern to impaired water bodies for which there is a TMDL are not eligible for this general permit unless they are consistent with the approved TMDL. Permittees must incorporate the conditions and requirements applicable to their discharges into their SWP3, in order to be eligible for coverage under this general permit. For consistency with the construction stormwater-related items in an approved TMDL, the SWP3 must be consistent with any applicable condition, goal, or requirement in the TMDL, TMDL Implementation Plan (I-Plan), or as otherwise directed by the executive director.

5. Discharges to the Edwards Aquifer Recharge or Contributing Zone

Discharges cannot be authorized by this general permit where prohibited by 30 TAC Chapter 213 (relating to Edwards Aquifer). In addition, commencement of construction (i.e., the initial disturbance of soils associated with clearing, grading, or excavating activities, as well as other construction-related activities such as stockpiling of fill material and demolition) at a site regulated under 30 TAC Chapter 213, may not begin until the appropriate Edwards Aquifer Protection Plan (EAPP) has been approved by the TCEQ's Edwards Aquifer Protection Program.

- (a) For new discharges located within the Edwards Aquifer Recharge Zone, or within that area upstream from the recharge zone and defined as the Contributing Zone (CZ), operators must meet all applicable requirements of, and operate according to, 30 TAC Chapter 213 (Edwards Aquifer Rule) in addition to the provisions and requirements of this general permit.
- (b) For existing discharges located within the Edwards Aquifer Recharge Zone, the requirements of the agency-approved Water Pollution Abatement Plan (WPAP) under the Edwards Aquifer Rule is in addition to the requirements of this general permit. BMPs and maintenance schedules for structural stormwater controls, for example, may be required as a provision of the rule. All applicable requirements of the Edwards Aquifer Rule for reductions of suspended solids in stormwater runoff are in addition to the requirements in this general permit for this pollutant.

6. Discharges to Specific Watersheds and Water Quality Areas

Discharges otherwise eligible for coverage cannot be authorized by this general permit where prohibited by 30 TAC Chapter 311 (relating to Watershed Protection) for water quality areas and watersheds.

7. Protection of Streams and Watersheds by Other Governmental Entities

This general permit does not limit the authority or ability of federal, other state, or local governmental entities from placing additional or more stringent requirements on construction activities or discharges from construction activities. For example, this permit does not limit the authority of a home-rule municipality provided by Texas Local Government Code §401.002.

8. Indian Country Lands

Stormwater runoff from construction activities occurring on Indian Country lands are not under the authority of the TCEQ and are not eligible for coverage under this general permit. If discharges of stormwater require authorization under federal NPDES

regulations, authority for these discharges must be obtained from the U.S. Environmental Protection Agency (EPA).

9. Oil and Gas Production

Stormwater runoff from construction activities associated with the exploration, development, or production of oil or gas or geothermal resources, including transportation of crude oil or natural gas by pipeline, are not under the authority of the TCEQ and are not eligible for coverage under this general permit. If discharges of stormwater require authorization under federal NPDES regulations, authority for these discharges must be obtained from the EPA.

10. Stormwater Discharges from Agricultural Activities

Stormwater discharges from agricultural activities that are not point source discharges of stormwater are not subject to TPDES permit requirements. These activities may include clearing and cultivating ground for crops, construction of fences to contain livestock, construction of stock ponds, and other similar agricultural activities. Discharges of stormwater runoff associated with the construction of facilities that are subject to TPDES regulations, such as the construction of concentrated animal feeding operations, would be point sources regulated under this general permit.

11. Endangered Species Act

Discharges that would adversely affect a listed endangered or threatened aquatic or aquatic-dependent species or its critical habitat are not authorized by this permit, unless the requirements of the Endangered Species Act are satisfied. Federal requirements related to endangered species apply to all TPDES permitted discharges and site-specific controls may be required to ensure that protection of endangered or threatened species is achieved. If a permittee has concerns over potential impacts to listed species, the permittee may contact TCEQ for additional information.

12. Other

Nothing in Part II of the general permit is intended to negate any person's ability to assert the force majeure (act of God, war, strike, riot, or other catastrophe) defenses found in 30 TAC §70.7.

Section D. Deadlines for Obtaining Authorization to Discharge

1. Large Construction Activities

- (a) New Construction - Discharges from sites where the commencement of construction occurs on or after the effective date of this general permit must be authorized, either under this general permit or a separate TPDES permit, prior to the commencement of those construction activities.
- (b) Ongoing Construction - Operators of large construction activities continuing to operate after the effective date of this permit, and authorized under TPDES general permit TXR150000 (effective on March 5, 2008), must submit an NOI to renew authorization or a NOT to terminate coverage under this general permit within 90 days of the effective date of this general permit. During this interim period, as a requirement of this TPDES permit, the operator must continue to meet the conditions and requirements of the previous TPDES permit.

2. Small Construction Activities

- (a) New Construction - Discharges from sites where the commencement of construction occurs on or after the effective date of this general permit must be authorized, either

under this general permit or a separate TPDES permit, prior to the commencement of those construction activities.

- (b) Ongoing Construction - Discharges from ongoing small construction activities that commenced prior to the effective date of this general permit, and that would not meet the conditions to qualify for termination of this permit as described in Part II.E. of this general permit, must meet the requirements to be authorized, either under this general permit or a separate TPDES permit, within 90 days of the effective date of this general permit. During this interim period, as a requirement of this TPDES permit, the operator must continue to meet the conditions and requirements of the previous TPDES permit.

Section E. Obtaining Authorization to Discharge

1. Automatic Authorization for Small Construction Activities With Low Potential for Erosion:

If all of the following conditions are met, then a small construction activity is determined to occur during periods of low potential for erosion, and a site operator may be automatically authorized under this general permit without being required to develop an SWP3 or submit an NOI:

- (a) the construction activity occurs in a county listed in Appendix A;
- (b) the construction activity is initiated and completed, including either final or temporary stabilization of all disturbed areas, within the time frame identified in Appendix A for the location of the construction site;
- (c) all temporary stabilization is adequately maintained to effectively reduce or prohibit erosion, permanent stabilization activities have been initiated, and a condition of final stabilization is completed no later than 30 days following the end date of the time frame identified in Appendix A for the location of the construction site;
- (d) the permittee signs a completed TCEQ construction site notice, including the certification statement;
- (e) a signed copy of the construction site notice is posted at the construction site in a location where it is readily available for viewing by the general public, local, state, and federal authorities prior to commencing construction activities, and maintained in that location until completion of the construction activity;
- (f) a copy of the signed and certified construction site notice is provided to the operator of any MS4 receiving the discharge at least two days prior to commencement of construction activities;
- (g) any supporting concrete batch plant or asphalt batch plant is separately authorized for discharges of stormwater runoff or other non-stormwater discharges under an individual TPDES permit, another TPDES general permit, or under an individual TCEQ permit where stormwater and non-stormwater is disposed of by evaporation or irrigation (discharges are adjacent to water in the state); and
- (h) any non-stormwater discharges are either authorized under a separate permit or authorization, or are not considered to be a wastewater.

Part II.G. of this general permit describes how an operator may apply for and obtain a waiver from permitting, for certain small construction activities that occur during a period with a low potential for erosion, where automatic authorization under this section is not available.

2. Automatic Authorization For All Other Small Construction Activities:

Operators of small construction activities not described in Part II.E.1. above may be automatically authorized under this general permit, and operators of these sites shall not be required to submit an NOI, provided that they meet all of the following conditions:

- (a) develop a SWP3 according to the provisions of this general permit, that covers either the entire site or all portions of the site for which the applicant is the operator, and implement that plan prior to commencing construction activities;
- (b) sign and certify a completed TCEQ small construction site notice, post the notice at the construction site in a location where it is safely and readily available for viewing by the general public, local, state, and federal authorities, prior to commencing construction, and maintain the notice in that location until completion of the construction activity (for linear construction activities, e.g. pipeline or highway, the site notice must be placed in a publicly accessible location near where construction is actively underway; notice for these linear sites may be relocated, as necessary, along the length of the project, and the notice must be safely and readily available for viewing by the general public; local, state, and federal authorities); and
- (c) provide a copy of the signed and certified construction site notice to the operator of any municipal separate storm sewer system receiving the discharge prior to commencement of construction activities.

Operators of small construction activities as defined in Part I.B of this general permit shall not submit an NOI for coverage unless otherwise required by the executive director.

As described in Part I (Definitions) of this general permit, large construction activities include those that will disturb less than five (5) acres of land, but that are part of a larger common plan of development or sale that will ultimately disturb five (5) or more acres of land, and must meet the requirements of Part II.E.3. below.

3. Authorization for Large Construction Activities:

Operators of large construction activities that qualify for coverage under this general permit must meet all of the following conditions:

- (a) develop a SWP3 according to the provisions of this general permit that covers either the entire site or all portions of the site for which the applicant is the operator, and implement that plan prior to commencing construction activities;
- (b) primary operators must submit an NOI, using a form provided by the executive director, at least seven (7) days prior to commencing construction activities, or if utilizing electronic submittal, prior to commencing construction activities. If an additional primary operator is added after the initial NOI is submitted, the new primary operator must submit an NOI at least seven (7) days before assuming operational control, or if utilizing electronic NOI submittal, prior to assuming operational control. If the primary operator changes after the initial NOI is submitted, the new primary operator must submit a paper NOI or an electronic NOI at least ten (10) days before assuming operational control;
- (c) all operators of large construction activities must post a site notice in accordance with Part III.D.2. of this permit. The site notice must be located where it is safely and readily available for viewing by the general public, local, state, and federal authorities prior to commencing construction, and must be maintained in that location until completion of the construction activity (for linear construction activities, e.g. pipeline or highway, the site notice must be placed in a publicly accessible location near where construction is actively underway; notice for these linear sites may be relocated, as necessary, along the length of the project, and the notice must be safely and readily available for viewing by the general public; local, state, and federal authorities);

- (d) prior to commencing construction activities, all primary operators must (1) provide a copy of the signed NOI to the operator of any MS4 receiving the discharge and to any secondary construction operator, and (2) list in the SWP3 the names and addresses of all MS4 operators receiving a copy;
- (e) all persons meeting the definition of “secondary operator” in Part I of this permit are hereby notified that they are regulated under this general permit, but are not required to submit an NOI, provided that a primary operator at the site has submitted an NOI, or is required to submit an NOI, and the secondary operator has provided notification to the operator(s) of the need to obtain coverage (with records of notification available upon request). Any secondary operator notified under this provision may alternatively submit an NOI under this general permit, may seek coverage under an alternative TPDES individual permit, or may seek coverage under an alternative TPDES general permit if available; and
- (f) all secondary operators must provide a copy of the signed and certified Secondary Operator construction site notice to the operator of any MS4 receiving the discharge prior to commencement of construction activities.

4. Waivers for Small Construction Activities:

Part II.G. describes how operators of certain small construction activities may obtain a waiver from coverage.

5. Effective Date of Coverage

- (a) Operators of small construction activities as described in either Part II.E.1. or II.E.2. above are authorized immediately following compliance with the applicable conditions of Part II.E.1. or II.E.2. Secondary operators of large construction activities as described in Part II.E.3. above are authorized immediately following compliance with the applicable conditions in Part II.E.3. For activities located in areas regulated by 30 TAC Chapter 213, related to the Edwards Aquifer, this authorization to discharge is separate from the requirements of the operator’s responsibilities under that rule. Construction may not commence for sites regulated under 30 TAC Chapter 213 until all applicable requirements of that rule are met.
- (b) Primary operators of large construction activities as described in Part II.E.3. above are provisionally authorized seven (7) days from the date that a completed NOI is postmarked for delivery to the TCEQ, unless otherwise notified by the executive director. If electronic submission of the NOI is provided, and unless otherwise notified by the executive director, primary operators are authorized immediately following confirmation of receipt of the NOI by the TCEQ. Authorization is non-provisional when the executive director finds the NOI is administratively complete and an authorization number is issued for the activity. For activities located in areas regulated by 30 TAC Chapter 213, related to the Edwards Aquifer, this authorization to discharge is separate from the requirements of the operator’s responsibilities under that rule. Construction may not commence for sites regulated under 30 TAC Chapter 213 until all applicable requirements of that rule are met.
- (c) Operators are not prohibited from submitting late NOIs or posting late notices to obtain authorization under this general permit. The TCEQ reserves the right to take appropriate enforcement actions for any unpermitted activities that may have occurred between the time construction commenced and authorization was obtained.

6. Notice of Change (NOC)

If relevant information provided in the NOI changes, an NOC must be submitted at least 14 days before the change occurs, if possible. Where 14-day advance notice is not possible, the operator must submit an NOC within 14 days of discovery of the change. If

the operator becomes aware that it failed to submit any relevant facts or submitted incorrect information in an NOI, the correct information must be provided to the executive director in an NOC within 14 days after discovery. The NOC shall be submitted on a form provided by the executive director, or by letter if an NOC form is not available. A copy of the NOC must also be provided to the operator of any MS4 receiving the discharge, and a list must be included in the SWP3 that includes the names and addresses of all MS4 operators receiving a copy.

Information that may be included on an NOC includes, but is not limited to, the following: the description of the construction project, an increase in the number of acres disturbed (for increases of one or more acres), or the operator name. A transfer of operational control from one operator to another, including a transfer of the ownership of a company, may not be included in an NOC.

A transfer of ownership of a company includes changes to the structure of a company, such as changing from a partnership to a corporation or changing corporation types, so that the filing number (or charter number) that is on record with the Texas Secretary of State must be changed.

An NOC is not required for notifying TCEQ of a decrease in the number of acres disturbed. This information must be included in the SWP3 and retained on site.

7. Signatory Requirement for NOI Forms, Notice of Termination (NOT) Forms, NOC Letters, and Construction Site Notices

NOI forms, NOT forms, NOC letters, and Construction Site Notices that require a signature must be signed according to 30 TAC § 305.44 (relating to Signatories for Applications).

8. Contents of the NOI

The NOI form shall require, at a minimum, the following information:

- (a) the TPDES CGP authorization number for existing authorizations under this general permit, where the operator submits an NOI to renew coverage within 90 days of the effective date of this general permit;
- (b) the name, address, and telephone number of the operator filing the NOI for permit coverage;
- (c) the name (or other identifier), address, county, and latitude/longitude of the construction project or site;
- (d) the number of acres that will be disturbed by the applicant;
- (e) confirmation that the project or site will not be located on Indian Country lands;
- (f) confirmation that a SWP3 has been developed in accordance with this general permit, that it will be implemented prior to construction, and that it is compliant with any applicable local sediment and erosion control plans; for multiple operators who prepare a shared SWP3, the confirmation for an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator;
- (g) name of the receiving water(s);
- (h) the classified segment number for each classified segment that receives discharges from the regulated construction activity (if the discharge is not directly to a classified segment, then the classified segment number of the first classified segment that those discharges reach); and
- (i) the name of all surface waters receiving discharges from the regulated construction activity that are on the latest EPA-approved CWA § 303(d) List of impaired waters.

Section F. Terminating Coverage

1. Notice of Termination (NOT) Required

Each operator that has submitted an NOI for authorization under this general permit must apply to terminate that authorization following the conditions described in this section of the general permit. Authorization must be terminated by submitting an NOT on a form supplied by the executive director. Authorization to discharge under this general permit terminates at midnight on the day the NOT is postmarked for delivery to the TCEQ. If electronic submission of the NOT is provided, authorization to discharge under this permit terminates immediately following confirmation of receipt of the NOT by the TCEQ. Compliance with the conditions and requirements of this permit is required until an NOT is submitted.

The NOT must be submitted to TCEQ, and a copy of the NOT provided to the operator of any MS4 receiving the discharge (with a list in the SWP3 of the names and addresses of all MS4 operators receiving a copy), within 30 days after any of the following conditions are met:

- (a) final stabilization has been achieved on all portions of the site that are the responsibility of the permittee;
- (b) a transfer of operational control has occurred (See Section II.F.4. below); or
- (c) the operator has obtained alternative authorization under an individual TPDES permit or alternative TPDES general permit.

2. Minimum Contents of the NOT

The NOT form shall require, at a minimum, the following information:

- (a) if authorization was granted following submission of an NOI, the permittee's site-specific TPDES authorization number for the construction site;
- (b) an indication of whether the construction activity is completed or if the permittee is simply no longer an operator at the site;
- (c) the name, address, and telephone number of the permittee submitting the NOT;
- (d) the name (or other identifier), address, county, and location (latitude/longitude) of the construction project or site; and
- (e) a signed certification that either all stormwater discharges requiring authorization under this general permit will no longer occur, or that the applicant is no longer the operator of the facility or construction site, and that all temporary structural erosion controls have either been removed, will be removed on a schedule defined in the SWP3, or have been transferred to a new operator if the new operator has applied for permit coverage. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal.

3. Termination of Coverage for Small Construction Sites and for Secondary Operators at Large Construction Sites

Each operator that has obtained automatic authorization and has not been required to submit an NOI must remove the site notice upon meeting any of the conditions listed below, complete the applicable portion of the site notice related to removal of the site notice, and submit a copy of the completed site notice to the operator of any MS4 receiving the discharge (or provide alternative notification as allowed by the MS4 operator, with documentation of such notification included in the SWP3), within 30 days of meeting any of the following conditions:

- (a) final stabilization has been achieved on all portions of the site that are the responsibility of the permittee;
- (b) a transfer of operational control has occurred (See Section II.F.4. below); or
- (c) the operator has obtained alternative authorization under an individual or general TPDES permit.

Authorization to discharge under this general permit terminates immediately upon removal of the applicable site notice. Compliance with the conditions and requirements of this permit is required until the site notice is removed.

4. Transfer of Operational Control

Coverage under this general permit is not transferable. A transfer of operational control includes changes to the structure of a company, such as changing from a partnership to a corporation, or changing to a different corporation type such that a different filing (or charter) number is established with the Texas Secretary of State.

When the primary operator of a large construction activity changes or operational control is transferred, the original operator must submit an NOT within ten (10) days prior to the date that responsibility for operations terminates, and the new operator must submit an NOI at least ten (10) days prior to the transfer of operational control, in accordance with condition (a) or (b) below. A copy of the NOT must be provided to the operator of any MS4 receiving the discharge in accordance with Section II.F.1. above.

Operators of regulated construction activities who are not required to submit an NOI must remove the original site notice, and the new operator must post the required site notice prior to the transfer of operational control, in accordance with condition (a) or (b) below. A copy of the completed site notice must be provided to the operator of any MS4 receiving the discharge, in accordance with Section II.F.3. above.

A transfer of operational control occurs when either of the following criteria is met:

- (a) Another operator has assumed control over all areas of the site that have not been finally stabilized; and all silt fences and other temporary erosion controls have either been removed, scheduled for removal as defined in the SWP3, or transferred to a new operator, provided that the permitted operator has attempted to notify the new operator in writing of the requirement to obtain permit coverage. Record of this notification (or attempt at notification) shall be retained by the operator in accordance with Part VI of this permit. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal.
- (b) A homebuilder has purchased one or more lots from an operator who obtained coverage under this general permit for a common plan of development or sale. The homebuilder is considered a new operator and shall comply with the requirements listed above, including the development of a SWP3 if necessary. Under these circumstances, the homebuilder is only responsible for compliance with the general permit requirements as they apply to lot(s) it has operational control over, and the original operator remains responsible for common controls or discharges, and must amend its SWP3 to remove the lot(s) transferred to the homebuilder.

Section G. Waivers from Coverage

The executive director may waive the otherwise applicable requirements of this general permit for stormwater discharges from small construction activities under the terms and conditions described in this section.

1. Waiver Applicability and Coverage

Operators of small construction activities may apply for and receive a waiver from the requirements to obtain authorization under this general permit, where all of the following conditions are met. This waiver from coverage does not apply to non-stormwater discharges. The operator must insure that any non-stormwater discharges are either authorized under a separate permit or authorization, or are not considered to be a wastewater.

- (a) the calculated rainfall erosivity (R) factor for the entire period of the construction project is less than five (5);
- (b) the operator submits to the TCEQ a signed waiver certification form, supplied by the executive director, certifying that the construction activity will commence and be completed within a period when the value of the calculated R factor is less than five (5); and
- (c) the waiver certification form is postmarked for delivery to the TCEQ at least seven (7) days before construction activity begins or, if electronic filing is available, then any time following the receipt of written confirmation from TCEQ that a complete electronic application was submitted and acknowledged.

2. Steps to Obtaining a Waiver

The construction site operator may calculate the R factor to request a waiver using the following steps:

- (a) Estimate the construction start date and the construction end date. The construction end date is the date that final stabilization will be achieved.
- (b) Find the appropriate Erosivity Index (EI) zone in Appendix B of this permit.
- (c) Find the EI percentage for the project period by adding the results for each period of the project using the table provided in Appendix D of this permit, in EPA Fact Sheet 2.1, or in USDA Handbook 703, by subtracting the start value from the end value to find the percent EI for the site.
- (d) Refer to the Isoerodent Map (Appendix C of this permit) and interpolate the annual isoerodent value for the proposed construction location.
- (e) Multiply the percent value obtained in Step (c) above by the annual isoerodent value obtained in Step (d). This is the R factor for the proposed project. If the value is less than 5, then a waiver may be obtained. If the value is five (5) or more, then a waiver may not be obtained, and the operator must obtain coverage under Part II.E.2. of this permit.

Alternatively, the operator may calculate a site-specific R factor utilizing the following online calculator: <http://ei.tamu.edu/index.html>, or using another available resource.

The waiver certification form is not required to be posted at the small construction site.

3. Effective Date of Waiver

Operators of small construction activities are provisionally waived from the otherwise applicable requirements of this general permit seven (7) days from the date that a completed waiver certification form is postmarked for delivery to TCEQ, or immediately upon receiving confirmation of approval of an electronic submittal, if electronic form submittals are available.

4. Activities Extending Beyond the Waiver Period

If a construction activity extends beyond the approved waiver period due to circumstances beyond the control of the operator, the operator must either:

- (a) recalculate the R factor using the original start date and a new projected ending date, and if the R factor is still under five (5), submit a new waiver certification form at least two (2) days before the end of the original waiver period; or
- (b) obtain authorization under this general permit according to the requirements delineated in either Part II.E.2. or Part II.E.3. before the end of the approved waiver period.

Section H. Alternative TPDES Permit Coverage

1. Individual Permit Alternative

Any discharge eligible for coverage under this general permit may alternatively be authorized under an individual TPDES permit according to 30 TAC §305 (relating to Consolidated Permits). Applications for individual permit coverage should be submitted at least three hundred and thirty (330) days prior to commencement of construction activities to ensure timely authorization.

2. Individual Permit Required

The executive director may suspend an authorization or deny an NOI in accordance with the procedures set forth in 30 TAC §205 (relating to General Permits for Waste Discharges), including the requirement that the executive director provide written notice to the permittee. The executive director may require an operator of a construction site, otherwise eligible for authorization under this general permit, to apply for an individual TPDES permit in the following circumstances:

- (a) the conditions of an approved TMDL or TMDL I-Plan on the receiving water;
- (b) the activity being determined to cause a violation of water quality standards or being found to cause, or contribute to, the loss of a designated use of surface water in the state; and
- (c) any other consideration defined in 30 TAC Chapter 205 (relating to General Permits for Waste Discharges) including 30 TAC Chapter 205.4(c)(3)(D), which allows the commission to deny authorization under the general permit and require an individual permit if a discharger “has been determined by the executive director to have been out of compliance with any rule, order, or permit of the commission, including non-payment of fees assessed by the executive director.”

Additionally, the executive director may cancel, revoke, or suspend authorization to discharge under this general permit based on a finding of historical and significant noncompliance with the provisions of this general permit, relating to 30 TAC §60.3 (Use of Compliance History). Denial of authorization to discharge under this general permit or suspension of a permittee’s authorization under this general permit shall be done according to commission rules in 30 TAC Chapter 205 (relating to General Permits for Waste Discharges).

3. Alternative Discharge Authorization

Any discharge eligible for authorization under this general permit may alternatively be authorized under a separate general permit according to 30 TAC Chapter 205 (relating to General Permits for Waste Discharges), if applicable.

Section I. Permit Expiration

1. This general permit is effective for a term not to exceed five (5) years. All active discharge authorizations expire on the date provided on page one (1) of this permit. Following public notice and comment, as provided by 30 TAC §205.3 (relating to

Public Notice, Public Meetings, and Public Comment), the commission may amend, revoke, cancel, or renew this general permit.

2. If the executive director publishes a notice of the intent to renew or amend this general permit before the expiration date, the permit will remain in effect for existing, authorized discharges until the commission takes final action on the permit. Upon issuance of a renewed or amended permit, permittees may be required to submit an NOI within 90 days following the effective date of the renewed or amended permit, unless that permit provides for an alternative method for obtaining authorization.
3. If the commission does not propose to reissue this general permit within 90 days before the expiration date, permittees shall apply for authorization under an individual permit or an alternative general permit. If the application for an individual permit is submitted before the expiration date, authorization under this expiring general permit remains in effect until the issuance or denial of an individual permit. No new NOIs will be accepted nor new authorizations honored under the general permit after the expiration date.

Part III. Stormwater Pollution Prevention Plans (SWP3)

All regulated construction site operators shall prepare an SWP3, prior to submittal of an NOI, to address discharges authorized under Parts II.E.2. and II.E.3. of this general permit that will reach Waters of the U.S., including discharges to MS4s and privately owned separate storm sewer systems that drain to Waters of the U.S., to identify and address potential sources of pollution that are reasonably expected to affect the quality of discharges from the construction site, including off-site material storage areas, overburden and stockpiles of dirt, borrow areas, equipment staging areas, vehicle repair areas, fueling areas, etc., used solely by the permitted project. The SWP3 must describe the implementation of practices that will be used to minimize to the extent practicable the discharge of pollutants in stormwater associated with construction activity and non-stormwater discharges described in Part II.A.3., in compliance with the terms and conditions of this permit.

Individual operators at a site may develop separate SWP3s that cover only their portion of the project, provided reference is made to the other operators at the site. Where there is more than one SWP3 for a site, permittees must coordinate to ensure that BMPs and controls are consistent and do not negate or impair the effectiveness of each other. Regardless of whether a single comprehensive SWP3 is developed or separate SWP3s are developed for each operator, it is the responsibility of each operator to ensure compliance with the terms and conditions of this general permit in the areas of the construction site where that operator has control over construction plans and specifications or day-to-day operations.

Section A. Shared SWP3 Development

For more effective coordination of BMPs and opportunities for cost sharing, a cooperative effort by the different operators at a site is encouraged. Operators must independently obtain authorization, but may work together to prepare and implement a single, comprehensive SWP3 for the entire construction site.

1. The SWP3 must clearly list the name and, for large construction activities, the general permit authorization numbers, for each operator that participates in the shared SWP3. Until the TCEQ responds to receipt of the NOI with a general permit authorization number, the SWP3 must specify the date that the NOI was submitted to TCEQ by each operator. Each operator participating in the shared plan must also sign the SWP3.

2. The SWP3 must clearly indicate which operator is responsible for satisfying each shared requirement of the SWP3. If the responsibility for satisfying a requirement is not described in the plan, then each permittee is entirely responsible for meeting the requirement within the boundaries of the construction site where they perform construction activities. The SWP3 must clearly describe responsibilities for meeting each requirement in shared or common areas.
3. The SWP3 may provide that one operator is responsible for preparation of a SWP3 in compliance with the CGP, and another operator is responsible for implementation of the SWP3 at the project site.

Section B. Responsibilities of Operators

1. Secondary Operators and Primary Operators with Control Over Construction Plans and Specifications

All secondary operators and primary operators with control over construction plans and specifications shall:

- (a) ensure the project specifications allow or provide that adequate BMPs are developed to meet the requirements of Part III of this general permit;
- (b) ensure that the SWP3 indicates the areas of the project where they have control over project specifications, including the ability to make modifications in specifications;
- (c) ensure that all other operators affected by modifications in project specifications are notified in a timely manner so that those operators may modify their BMPs as necessary to remain compliant with the conditions of this general permit; and
- (d) ensure that the SWP3 for portions of the project where they are operators indicates the name and site-specific TPDES authorization number(s) for operators with the day-to-day operational control over those activities necessary to ensure compliance with the SWP3 and other permit conditions. If the party with day-to-day operational control has not been authorized or has abandoned the site, the person with control over project specifications is considered to be the responsible party until the authority is transferred to another party and the SWP3 is updated.

2. Primary Operators with Day-to-Day Operational Control

Primary operators with day-to-day operational control of those activities at a project that are necessary to ensure compliance with an SWP3 and other permit conditions must ensure that the SWP3 accomplishes the following requirements:

- (a) meets the requirements of this general permit for those portions of the project where they are operators;
- (b) identifies the parties responsible for implementation of BMPs described in the SWP3;
- (c) indicates areas of the project where they have operational control over day-to-day activities; and
- (d) includes, for areas where they have operational control over day-to-day activities, the name and site-specific TPDES authorization number of the parties with control over project specifications, including the ability to make modifications in specifications.

Section C. Deadlines for SWP3 Preparation, Implementation, and Compliance

The SWP3 must be prepared prior to obtaining authorization under this general permit, and implemented prior to commencing construction activities that result in soil

disturbance. The SWP3 must be prepared so that it provides for compliance with the terms and conditions of this general permit.

Section D. Plan Review and Making Plans Available

1. The SWP3 must be retained on-site at the construction site or, if the site is inactive or does not have an on-site location to store the plan, a notice must be posted describing the location of the SWP3. The SWP3 must be made readily available at the time of an on-site inspection to: the executive director; a federal, state, or local agency approving sediment and erosion plans, grading plans, or stormwater management plans; local government officials; and the operator of a municipal separate storm sewer receiving discharges from the site. If the SWP3 is retained off-site, then it shall be made available as soon as reasonably possible. In most instances, it is reasonable that the SWP3 shall be made available within 24 hours of the request.
2. A primary operator of a large construction activity must post the TCEQ site notice near the main entrance of the construction site. An operator of a small construction activity seeking authorization under this general permit and a secondary operator of a large construction activity must post the TCEQ site notice required in Part II.E.1., 2., or 3. of this general permit in order to obtain authorization. If the construction project is a linear construction project, such as a pipeline or highway, the notices must be placed in a publicly accessible location near where construction is actively underway. Notices for these linear sites may be relocated, as necessary, along the length of the project. The notices must be readily available for viewing by the general public; local, state, and federal authorities; and contain the following information:
 - (a) the site-specific TPDES authorization number for the project if assigned;
 - (b) the operator name, contact name, and contact phone number;
 - (c) a brief description of the project; and
 - (d) the location of the SWP3.
3. This permit does not provide the general public with any right to trespass on a construction site for any reason, including inspection of a site; nor does this permit require that permittees allow members of the general public access to a construction site.

Section E. Revisions and Updates to SWP3s

The permittee must revise or update the SWP3 whenever the following occurs:

1. a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWP3;
2. changing site conditions based on updated plans and specifications, new operators, new areas of responsibility, and changes in BMPs; or
3. results of inspections or investigations by site operators, operators of a municipal separate storm sewer system receiving the discharge, authorized TCEQ personnel, or a federal, state or local agency approving sediment and erosion plans indicate the SWP3 is proving ineffective in eliminating or significantly minimizing pollutants in discharges authorized under this general permit.

Section F. Contents of SWP3

The SWP3 must include, at a minimum, the information described in this section and must comply with the construction and development effluent guidelines in Part III, Section G of the general permit.

1. A site or project description, which includes the following information:
 - (a) a description of the nature of the construction activity;
 - (b) a list of potential pollutants and their sources;
 - (c) a description of the intended schedule or sequence of activities that will disturb soils for major portions of the site, including estimated start dates and duration of activities;
 - (d) the total number of acres of the entire property and the total number of acres where construction activities will occur, including off-site material storage areas, overburden and stockpiles of dirt, and borrow areas that are authorized under the permittee's NOI;
 - (e) data describing the soil or the quality of any discharge from the site;
 - (f) a map showing the general location of the site (e.g. a portion of a city or county map);
 - (g) a detailed site map (or maps) indicating the following:
 - (i) drainage patterns and approximate slopes anticipated after major grading activities;
 - (ii) areas where soil disturbance will occur;
 - (iii) locations of all controls and buffers, either planned or in place;
 - (iv) locations where temporary or permanent stabilization practices are expected to be used;
 - (v) locations of construction support activities, including off-site activities, that are authorized under the permittee's NOI, including material, waste, borrow, fill, or equipment or chemical storage areas;
 - (vi) surface waters (including wetlands) either at, adjacent, or in close proximity to the site, and also indicating those that are impaired waters;
 - (vii) locations where stormwater discharges from the site directly to a surface water body or a municipal separate storm sewer system;
 - (viii) vehicle wash areas; and
 - (ix) designated points on the site where vehicles will exit onto paved roads (for instance, this applies to construction transition from unstable dirt areas to exterior paved roads).

Where the amount of information required to be included on the map would result in a single map being difficult to read and interpret, the operator shall develop a series of maps that collectively include the required information.

- (h) the location and description of support activities authorized under the permittee's NOI, including asphalt plants, concrete plants, and other activities providing support to the construction site that is authorized under this general permit;
- (i) the name of receiving waters at or near the site that may be disturbed or that may receive discharges from disturbed areas of the project;
- (j) a copy of this TPDES general permit;
- (k) the NOI and acknowledgement certificate for primary operators of large construction sites, and the site notice for small construction sites and for secondary operators of large construction sites;
- (l) stormwater and allowable non-stormwater discharge locations, including storm drain inlets on site and in the immediate vicinity of the construction site; and

- (m) locations of all pollutant-generating activities, such as paving operations; concrete, paint and stucco washout and water disposal; solid waste storage and disposal; and dewatering operations.
2. A description of the BMPs that will be used to minimize pollution in runoff.
- The description must identify the general timing or sequence for implementation. At a minimum, the description must include the following components:
- (a) General Requirements
 - (i) Erosion and sediment controls must be designed to retain sediment on-site to the extent practicable with consideration for local topography, soil type, and rainfall.
 - (ii) Control measures must be properly selected, installed, and maintained according to the manufacturer's or designer's specifications.
 - (iii) Controls must be developed to minimize the offsite transport of litter, construction debris, and construction materials.

(b) Erosion Control and Stabilization Practices

The SWP3 must include a description of temporary and permanent erosion control and stabilization practices for the site, compliant with the requirements of Part III.G.1 and G.2 of this general permit, including a schedule of when the practices will be implemented. Site plans should ensure that existing vegetation is preserved where it is possible.

- (i) Erosion control and stabilization practices may include but are not limited to: establishment of temporary or permanent vegetation, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of existing trees and vegetation, slope texturing, temporary velocity dissipation devices, flow diversion mechanisms, and other similar measures.
- (ii) The following records must be maintained and either attached to or referenced in the SWP3, and made readily available upon request to the parties listed in Part III.D.1 of this general permit:
 - (A) the dates when major grading activities occur;
 - (B) the dates when construction activities temporarily or permanently cease on a portion of the site; and
 - (C) the dates when stabilization measures are initiated.
- (iii) Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days. Stabilization measures that provide a protective cover must be initiated immediately in portions of the site where construction activities have permanently ceased. The term "immediately" is used to define the deadline for initiating stabilization measures. In the context of this requirement, "immediately" means as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased. Except as provided in (A) through (D) below, these measures must be completed as soon as practicable, but no more than 14 calendar days after the initiation of soil stabilization measures:
 - (A) Where the immediate initiation of stabilization measures after construction activity temporarily or permanently ceased is precluded

by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practicable.

- (B) In arid areas, semi-arid areas, or drought-stricken areas where the immediate initiation of stabilization measures after construction activity has temporarily or permanently ceased or is precluded by arid conditions, erosion control and stabilization measures must be initiated as soon as practicable. Where vegetative controls are not feasible due to arid conditions, the operator shall immediately install, and within 14 calendar days of a temporary or permanent cessation of work in any portion of the site complete, non-vegetative erosion controls. If non-vegetative controls are not feasible, the operator shall install temporary sediment controls as required in Paragraph (C) below.
 - (C) In areas where temporary stabilization measures are infeasible, the operator may alternatively utilize temporary perimeter controls. The operator must document in the SWP3 the reason why stabilization measures are not feasible, and must demonstrate that the perimeter controls will retain sediment on site to the extent practicable. The operator must continue to inspect the BMPs at the frequency established in Section III.F.7.(a) for unstabilized sites.
 - (D) If the initiation or completion of vegetative stabilization is affected by circumstances beyond the control of the permittee, vegetative stabilization must be initiated or completed as soon as conditions or circumstances allow it on the site. The requirement to initiate stabilization is triggered as soon as it is known with reasonable certainty that work will be stopped for 14 or more additional calendar days.
- (iv) Final stabilization must be achieved prior to termination of permit coverage.
 - (v) TCEQ does not expect that temporary or permanent stabilization measures to be applied to areas that are intended to be left un-vegetated or unstabilized following construction (e.g., dirt access roads, utility pole pads, areas being used for storage of vehicles, equipment, or materials).
- (c) Sediment Control Practices

The SWP3 must include a description of any sediment control practices used to remove eroded soils from stormwater runoff, including the general timing or sequence for implementation of controls.

- (i) Sites With Drainage Areas of Ten or More Acres

(A) Sedimentation Basin(s)

- (1) A sedimentation basin is required, where feasible, for a common drainage location that serves an area with ten (10) or more acres disturbed at one time. A sedimentation basin may be temporary or permanent, and must provide sufficient storage to contain a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed acre drained. When calculating the volume of runoff from a 2-year, 24-hour storm event, it is not required to include the flows from offsite areas and flow from onsite areas that are either undisturbed or have already undergone permanent stabilization, if these flows are diverted around both the disturbed areas of the site and the sediment basin. Capacity calculations shall be included in the SWP3.

- (2) Where rainfall data is not available or a calculation cannot be performed, the sedimentation basin must provide at least 3,600 cubic feet of storage per acre drained until final stabilization of the site.
 - (3) If a sedimentation basin is not feasible, then the permittee shall provide equivalent control measures until final stabilization of the site. In determining whether installing a sediment basin is feasible, the permittee may consider factors such as site soils, slope, available area, public safety, precipitation patterns, site geometry, site vegetation, infiltration capacity, geotechnical factors, depth to groundwater, and other similar considerations. The permittee shall document the reason that the sediment basins are not feasible, and shall utilize equivalent control measures, which may include a series of smaller sediment basins.
 - (4) Unless infeasible, when discharging from sedimentation basins and impoundments, the permittee shall utilize outlet structures that withdraw water from the surface.
 - (B) Perimeter Controls: At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions.
 - (ii) Controls for Sites With Drainage Areas Less than Ten Acres:
 - (A) Sediment traps and sediment basins may be used to control solids in stormwater runoff for drainage locations serving less than ten (10) acres. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions.
 - (B) Alternatively, a sediment basin that provides storage for a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed acre drained may be utilized. Where rainfall data is not available or a calculation cannot be performed, a temporary or permanent sediment basin providing 3,600 cubic feet of storage per acre drained may be provided. If a calculation is performed, then the calculation shall be included in the SWP3.
 - (C) If sedimentation basins or impoundments are used, the permittee shall comply with the requirements in Part III.G.6 of this general permit.
3. Description of Permanent Stormwater Controls

A description of any measures that will be installed during the construction process to control pollutants in stormwater discharges that may occur after construction operations have been completed must be included in the SWP3. Permittees are only responsible for the installation and maintenance of stormwater management measures prior to final stabilization of the site or prior to submission of an NOT.
4. Other Required Controls and BMPs
 - (a) Permittees shall minimize, to the extent practicable, the off-site vehicle tracking of sediments and the generation of dust. The SWP3 shall include a description of controls utilized to accomplish this requirement.

- (b) The SWP3 must include a description of construction and waste materials expected to be stored on-site and a description of controls to minimize pollutants from these materials.
 - (c) The SWP3 must include a description of potential pollutant sources from areas other than construction (such as stormwater discharges from dedicated asphalt plants and dedicated concrete batch plants), and a description of controls and measures that will be implemented at those sites to minimize pollutant discharges.
 - (d) Permittees shall place velocity dissipation devices at discharge locations and along the length of any outfall channel (i.e., runoff conveyance) to provide a non-erosive flow velocity from the structure to a water course, so that the natural physical and biological characteristics and functions are maintained and protected.
 - (e) Permittees shall design and utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water from the site.
 - (f) Permittees shall ensure that all other required controls and BMPs comply with all of the requirements of Part III.G of this general permit.
5. Documentation of Compliance with Approved State and Local Plans
- (a) Permittees must ensure that the SWP3 is consistent with requirements specified in applicable sediment and erosion site plans or site permits, or stormwater management site plans or site permits approved by federal, state, or local officials.
 - (b) SWP3s must be updated as necessary to remain consistent with any changes applicable to protecting surface water resources in sediment erosion site plans or site permits, or stormwater management site plans or site permits approved by state or local official for which the permittee receives written notice.
 - (c) If the permittee is required to prepare a separate management plan, including but not limited to a WPAP or Contributing Zone Plan in accordance with 30 TAC Chapter 213 (related to the Edwards Aquifer), then a copy of that plan must be either included in the SWP3 or made readily available upon request to authorized personnel of the TCEQ. The permittee shall maintain a copy of the approval letter for the plan in its SWP3.
6. Maintenance Requirements
- (a) All protective measures identified in the SWP3 must be maintained in effective operating condition. If, through inspections or other means, the permittee determines that BMPs are not operating effectively, then the permittee shall perform maintenance as necessary to maintain the continued effectiveness of stormwater controls, and prior to the next rain event if feasible. If maintenance prior to the next anticipated storm event is impracticable, the reason shall be documented in the SWP3 and maintenance must be scheduled and accomplished as soon as practicable. Erosion and sediment controls that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective must be replaced or corrected immediately upon discovery.
 - (b) If periodic inspections or other information indicates a control has been used incorrectly, is performing inadequately, or is damaged, then the operator shall replace or modify the control as soon as practicable after making the discovery.
 - (c) Sediment must be removed from sediment traps and sedimentation ponds no later than the time that design capacity has been reduced by 50%. For perimeter

controls such as silt fences, berms, etc., the trapped sediment must be removed before it reaches 50% of the above-ground height.

- (d) If sediment escapes the site, accumulations must be removed at a frequency that minimizes off-site impacts, and prior to the next rain event, if feasible. If the permittee does not own or operate the off-site conveyance, then the permittee shall work with the owner or operator of the property to remove the sediment.

7. Inspections of Controls

- (a) Personnel provided by the permittee must inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, discharge locations, and structural controls for evidence of, or the potential for, pollutants entering the drainage system. Personnel conducting these inspections must be knowledgeable of this general permit, familiar with the construction site, and knowledgeable of the SWP3 for the site. Sediment and erosion control measures identified in the SWP3 must be inspected to ensure that they are operating correctly. Locations where vehicles enter or exit the site must be inspected for evidence of off-site sediment tracking. Inspections must be conducted at least once every 14 calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater.

Where sites have been finally or temporarily stabilized or where runoff is unlikely due to winter conditions (e.g. site is covered with snow, ice, or frozen ground exists), inspections must be conducted at least once every month. In arid, semi-arid, or drought-stricken areas, inspections must be conducted at least once every month and within 24 hours after the end of a storm event of 0.5 inches or greater. The SWP3 must also contain a record of the total rainfall measured, as well as the approximate beginning and ending dates of winter or drought conditions resulting in monthly frequency of inspections.

As an alternative to the above-described inspection schedule of once every 14 calendar days and within 24 hours of a storm event of 0.5 inches or greater, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days. If this alternative schedule is developed, then the inspection must occur regardless of whether or not there has been a rainfall event since the previous inspection.

The inspections may occur on either schedule provided that the SWP3 reflects the current schedule and that any changes to the schedule are conducted in accordance with the following provisions: the schedule may be changed a maximum of one time each month, the schedule change must be implemented at the beginning of a calendar month, and the reason for the schedule change must be documented in the SWP3 (e.g., end of "dry" season and beginning of "wet" season).

- (b) Utility line installation, pipeline construction, and other examples of long, narrow, linear construction activities may provide inspection personnel with limited access to the areas described in Part III.F.7.(a) above. Inspection of these areas could require that vehicles compromise temporarily or even permanently stabilized areas, cause additional disturbance of soils, and increase the potential for erosion. In these circumstances, controls must be inspected at least once every 14 calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater, but representative inspections may be performed. For representative inspections, personnel must inspect controls along the construction site for 0.25 mile above and below each access point where a roadway, undisturbed right-of-way, or other similar feature intersects the construction site and allows access to the areas described in Part III.F.7.(a)

above. The conditions of the controls along each inspected 0.25 mile portion may be considered as representative of the condition of controls along that reach extending from the end of the 0.25 mile portion to either the end of the next 0.25 mile inspected portion, or to the end of the project, whichever occurs first.

As an alternative to the above-described inspection schedule of once every 14 calendar days and within 24 hours of a storm event of 0.5 inches or greater, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days. If this alternative schedule is developed, the inspection must occur regardless of whether or not there has been a rainfall event since the previous inspection. The inspections may occur on either schedule provided that the SWP3 reflects the current schedule and that any changes to the schedule are conducted in accordance with the following provisions: the schedule may be changed a maximum of one time each month, the schedule change must be implemented at the beginning of a calendar month, and the reason for the schedule change must be documented in the SWP3 (e.g., end of "dry" season and beginning of "wet" season).

- (c) In the event of flooding or other uncontrollable situations which prohibit access to the inspection sites, inspections must be conducted as soon as access is practicable.
- (d) The SWP3 must be modified based on the results of inspections, as necessary, to better control pollutants in runoff. Revisions to the SWP3 must be completed within seven (7) calendar days following the inspection. If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule must be described in the SWP3 and wherever possible those changes implemented before the next storm event. If implementation before the next anticipated storm event is impracticable, these changes must be implemented as soon as practicable.
- (e) A report summarizing the scope of the inspection, the date(s) of the inspection, and major observations relating to the implementation of the SWP3 must be made and retained as part of the SWP3. Major observations should include: The locations of discharges of sediment or other pollutants from the site; locations of BMPs that need to be maintained; locations of BMPs that failed to operate as designed or proved inadequate for a particular location; and locations where additional BMPs are needed.

Actions taken as a result of inspections must be described within, and retained as a part of, the SWP3. Reports must identify any incidents of non-compliance. Where a report does not identify any incidents of non-compliance, the report must contain a certification that the facility or site is in compliance with the SWP3 and this permit. The report must be signed by the person and in the manner required by 30 TAC §305.128 (relating to Signatories to Reports).

The names and qualifications of personnel making the inspections for the permittee may be documented once in the SWP3 rather than being included in each report.

- 8. The SWP3 must identify and ensure the implementation of appropriate pollution prevention measures for all eligible non-stormwater components of the discharge, as listed in Part II.A.3. of this permit.
- 9. The SWP3 must include the information required in Part III.B. of this general permit.
- 10. The SWP3 must include pollution prevention procedures that comply with Part III.G.4 of this general permit.

Section G. Erosion and Sediment Control Requirements Applicable to All Sites

Except as provided in 40 CFR §§125.30-125.32, any discharge regulated under this general permit, with the exception of sites that obtained waivers based on low rainfall erosivity, must achieve, at a minimum, the following effluent limitations representing the degree of effluent reduction attainable by application of the best practicable control technology currently available (BPT).

1. *Erosion and sediment controls.* Design, install, and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed, and maintained to:
 - (a) Control stormwater volume and velocity within the site to minimize soil erosion;
 - (b) If any stormwater flow will be channelized at the site, stormwater controls must be designed to control both peak flowrates and total stormwater volume to minimize erosion at outlets and to minimize downstream channel and streambank erosion;
 - (c) Minimize the amount of soil exposed during construction activity;
 - (d) Minimize the disturbance of steep slopes;
 - (e) Minimize sediment discharges from the site. The design, installation, and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
 - (f) If earth disturbance activities are located in close proximity to a surface water, provide and maintain appropriate natural buffers if feasible and as necessary, around surface waters, depending on site-specific topography, sensitivity, and proximity to water bodies. Direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration. If providing buffers is infeasible, the permittee shall document the reason that natural buffers are not feasible, and shall implement additional erosion and sediment controls to reduce sediment load;
 - (g) Preserve native topsoil at the site, unless infeasible; and
 - (h) Minimize soil compaction in post-construction pervious areas. In areas of the construction site where final vegetative stabilization will occur or where infiltration practices will be installed, either:
 - (1) restrict vehicle and equipment use to avoid soil compaction; or
 - (2) prior to seeding or planting areas of exposed soil that have been compacted, use techniques that condition the soils to support vegetative growth, if necessary and feasible;
 - (i) TCEQ does not consider stormwater control features (e.g., stormwater conveyance channels, storm drain inlets, sediment basins) to constitute “surface waters” for the purposes of triggering the buffer requirement in Part III.G.(f) above.
2. *Soil stabilization.* Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating, or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. In the context of this requirement, “immediately” means as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased. Temporary

stabilization must be completed no more than 14 calendar days after initiation of soil stabilization measures, and final stabilization must be achieved prior to termination of permit coverage. In arid, semi-arid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative non-vegetative stabilization measures must be employed as soon as practicable. Refer to Part III.F.2.(b) for complete erosion control and stabilization practice requirements.

3. *Dewatering*. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited, unless managed by appropriate controls.
4. *Pollution prevention measures*. Design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented, and maintained to:
 - (a) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
 - (b) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater; and
 - (c) Minimize the discharge of pollutants from spills and leaks, and implement chemical spill and leak prevention and response procedures.
5. *Prohibited discharges*. The following discharges are prohibited:
 - (a) Wastewater from wash out of concrete trucks, unless managed by an appropriate control (see Part V of the general permit);
 - (b) Wastewater from wash out and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
 - (c) Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
 - (d) Soaps or solvents used in vehicle and equipment washing.
6. *Surface outlets*. When discharging from basins and impoundments, utilize outlet structures that withdraw water from the surface, unless infeasible.

Part IV. Stormwater Runoff from Concrete Batch Plants

Discharges of stormwater runoff from concrete batch plants at regulated construction sites may be authorized under the provisions of this general permit provided that the following requirements are met for concrete batch plant(s) authorized under this permit. If discharges of stormwater runoff from concrete batch plants are not covered under this general permit, then discharges must be authorized under an alternative general permit or individual permit. This permit does not authorize the discharge or land disposal of any wastewater from concrete batch plants at regulated construction sites. Authorization for these wastes must be obtained under an individual permit or an alternative general permit.

Section A. Benchmark Sampling Requirements

1. Operators of concrete batch plants authorized under this general permit shall sample the stormwater runoff from the concrete batch plants according to the requirements

of this section of this general permit, and must conduct evaluations on the effectiveness of the SWP3 based on the following benchmark monitoring values:

Table 1. Benchmark Parameters

Benchmark Parameter	Benchmark Value	Sampling Frequency	Sample Type
Oil and Grease	15 mg/L	1/quarter (*1) (*2)	Grab (*3)
Total Suspended Solids	100 mg/L	1/quarter (*1) (*2)	Grab (*3)
pH	6.0 – 9.0 Standard Units	1/quarter (*1) (*2)	Grab (*3)
Total Iron	1.3 mg/L	1/quarter (*1) (*2)	Grab (*3)

- (*1) When discharge occurs. Sampling is required within the first 30 minutes of discharge. If it is not practicable to take the sample, or to complete the sampling, within the first 30 minutes, sampling must be completed within the first hour of discharge. If sampling is not completed within the first 30 minutes of discharge, the reason must be documented and attached to all required reports and records of the sampling activity.
- (*2) Sampling must be conducted at least once during each of the following periods. The first sample must be collected during the first full quarter that a stormwater discharge occurs from a concrete batch plant authorized under this general permit.

January through March

April through June

July through September

October through December

For projects lasting less than one full quarter, a minimum of one sample shall be collected, provided that a stormwater discharge occurred at least once following submission of the NOI or following the date that automatic authorization was obtained under Section II.E.2., and prior to terminating coverage.

- (*3) A grab sample shall be collected from the stormwater discharge resulting from a storm event that is at least 0.1 inches of measured precipitation that occurs at least 72 hours from the previously measurable storm event. The sample shall be collected downstream of the concrete batch plant, and where the discharge exits any BMPs utilized to handle the runoff from the batch plant, prior to commingling with any other water authorized under this general permit.
2. The permittee must compare the results of sample analyses to the benchmark values above, and must include this comparison in the overall assessment of the SWP3's effectiveness. Analytical results that exceed a benchmark value are not a violation of this permit, as these values are not numeric effluent limitations. Results of analyses are indicators that modifications of the SWP3 should be assessed and may be necessary to protect water quality. The operator must investigate the cause for each exceedance and must document the results of this investigation in the SWP3 by the end of the quarter following the sampling event.

The operator's investigation must identify the following:

- (a) any additional potential sources of pollution, such as spills that might have occurred,
- (b) necessary revisions to good housekeeping measures that are part of the SWP3,
- (c) additional BMPs, including a schedule to install or implement the BMPs, and
- (d) other parts of the SWP3 that may require revisions in order to meet the goal of the benchmark values.

Background concentrations of specific pollutants may also be considered during the investigation. If the operator is able to relate the cause of the exceedance to background concentrations, then subsequent exceedances of benchmark values for that pollutant may be resolved by referencing earlier findings in the SWP3.

Background concentrations may be identified by laboratory analyses of samples of stormwater runoff to the permitted facility, by laboratory analyses of samples of stormwater runoff from adjacent non-industrial areas, or by identifying the pollutant is a naturally occurring material in soils at the site.

Section B. Best Management Practices (BMPs) and SWP3 Requirements

Minimum SWP3 Requirements – The following are required in addition to other SWP3 requirements listed in this general permit (including, but not limited to Part III.F.7. of this permit):

1. **Description of Potential Pollutant Sources** - The SWP3 must provide a description of potential sources (activities and materials) that may reasonably be expected to affect the quality of stormwater discharges associated with concrete batch plants authorized under this permit. The SWP3 must describe practices that will be used to reduce the pollutants in these discharges to assure compliance with this general permit, including the protection of water quality, and must ensure the implementation of these practices.

The following must be developed, at a minimum, in support of developing this description:

- (a) **Drainage** – The site map must include the following information:
 - (1) the location of all outfalls for stormwater discharges associated with concrete batch plants that are authorized under this permit;
 - (2) a depiction of the drainage area and the direction of flow to the outfall(s);
 - (3) structural controls used within the drainage area(s);
 - (4) the locations of the following areas associated with concrete batch plants that are exposed to precipitation: vehicle and equipment maintenance activities (including fueling, repair, and storage areas for vehicles and equipment scheduled for maintenance); areas used for the treatment, storage, or disposal of wastes; liquid storage tanks; material processing and storage areas; and loading and unloading areas; and
 - (5) the locations of the following: any bag house or other dust control device(s); recycle/sedimentation pond, clarifier or other device used for the treatment of facility wastewater (including the areas that drain to the treatment device); areas with significant materials; and areas where major spills or leaks have occurred.
- (b) **Inventory of Exposed Materials** – A list of materials handled at the concrete batch plant that may be exposed to stormwater and that have a potential to

affect the quality of stormwater discharges associated with concrete batch plants that are authorized under this general permit.

- (c) **Spills and Leaks** - A list of significant spills and leaks of toxic or hazardous pollutants that occurred in areas exposed to stormwater and that drain to stormwater outfalls associated with concrete batch plants authorized under this general permit must be developed, maintained, and updated as needed.
 - (d) **Sampling Data** - A summary of existing stormwater discharge sampling data must be maintained, if available.
2. **Measures and Controls** - The SWP3 must include a description of management controls to regulate pollutants identified in the SWP3's "Description of Potential Pollutant Sources" from Part IV.B.1.(a) of this permit, and a schedule for implementation of the measures and controls. This must include, at a minimum:
- (a) **Good Housekeeping** - Good housekeeping measures must be developed and implemented in the area(s) associated with concrete batch plants.
 - (1) Operators must prevent or minimize the discharge of spilled cement, aggregate (including sand or gravel), settled dust, or other significant materials from paved portions of the site that are exposed to stormwater. Measures used to minimize the presence of these materials may include regular sweeping or other equivalent practices. These practices must be conducted at a frequency that is determined based on consideration of the amount of industrial activity occurring in the area and frequency of precipitation, and shall occur at least once per week when cement or aggregate is being handled or otherwise processed in the area.
 - (2) Operators must prevent the exposure of fine granular solids, such as cement, to stormwater. Where practicable, these materials must be stored in enclosed silos, hoppers or buildings, in covered areas, or under covering.
 - (b) **Spill Prevention and Response Procedures** - Areas where potential spills that can contribute pollutants to stormwater runoff, and the drainage areas from these locations, must be identified in the SWP3. Where appropriate, the SWP3 must specify material handling procedures, storage requirements, and use of equipment. Procedures for cleaning up spills must be identified in the SWP3 and made available to the appropriate personnel.
 - (c) **Inspections** - Qualified facility personnel (i.e., a person or persons with knowledge of this general permit, the concrete batch plant, and the SWP3 related to the concrete batch plant(s) for the site) must be identified to inspect designated equipment and areas of the facility specified in the SWP3. The inspection frequency must be specified in the SWP3 based upon a consideration of the level of concrete production at the facility, but must be a minimum of once per month while the facility is in operation. The inspection must take place while the facility is in operation and must, at a minimum, include all areas that are exposed to stormwater at the site, including material handling areas, above ground storage tanks, hoppers or silos, dust collection/containment systems, truck wash down and equipment cleaning areas. Follow-up procedures must be used to ensure that appropriate actions are taken in response to the inspections. Records of inspections must be maintained and be made readily available for inspection upon request.
 - (d) **Employee Training** - An employee training program must be developed to educate personnel responsible for implementing any component of the SWP3, or personnel otherwise responsible for stormwater pollution prevention, with the provisions of the SWP3. The frequency of training must be documented in

the SWP3, and at a minimum, must consist of one training prior to the initiation of operation of the concrete batch plant.

- (e) Record Keeping and Internal Reporting Procedures - A description of spills and similar incidents, plus additional information that is obtained regarding the quality and quantity of stormwater discharges, must be included in the SWP3. Inspection and maintenance activities must be documented and records of those inspection and maintenance activities must be incorporated in the SWP3.
 - (f) Management of Runoff - The SWP3 shall contain a narrative consideration for reducing the volume of runoff from concrete batch plants by diverting runoff or otherwise managing runoff, including use of infiltration, detention ponds, retention ponds, or reusing of runoff.
3. Comprehensive Compliance Evaluation – At least once per year, one or more qualified personnel (i.e., a person or persons with knowledge of this general permit, the concrete batch plant, and the SWP3 related to the concrete batch plant(s) for the site) shall conduct a compliance evaluation of the plant. The evaluation must include the following.
- (a) Visual examination of all areas draining stormwater associated with regulated concrete batch plants for evidence of, or the potential for, pollutants entering the drainage system. These include but are not limited to: cleaning areas, material handling areas, above ground storage tanks, hoppers or silos, dust collection/containment systems, and truck wash down and equipment cleaning areas. Measures implemented to reduce pollutants in runoff (including structural controls and implementation of management practices) must be evaluated to determine if they are effective and if they are implemented in accordance with the terms of this permit and with the permittee's SWP3. The operator shall conduct a visual inspection of equipment needed to implement the SWP3, such as spill response equipment.
 - (b) Based on the results of the evaluation, the following must be revised as appropriate within two weeks of the evaluation: the description of potential pollutant sources identified in the SWP3 (as required in Part IV.B.1., "Description of Potential Pollutant Sources"); and pollution prevention measures and controls identified in the SWP3 (as required in Part IV.B.2., "Measures and Controls"). The revisions may include a schedule for implementing the necessary changes.
 - (c) The permittee shall prepare and include in the SWP3 a report summarizing the scope of the evaluation, the personnel making the evaluation, the date(s) of the evaluation, major observations relating to the implementation of the SWP3, and actions taken in response to the findings of the evaluation. The report must identify any incidents of noncompliance. Where the report does not identify incidences of noncompliance, the report must contain a statement that the evaluation did not identify any incidence(s), and the report must be signed according to 30 TAC §305.128, relating to Signatories to Reports.
 - (d) The Comprehensive Compliance Evaluation may substitute for one of the required inspections delineated in Part IV.B.2.(c) of this general permit.

Section C. Prohibition of Wastewater Discharges

Wastewater discharges associated with concrete production including wastewater disposal by land application are not authorized under this general permit. These wastewater discharges must be authorized under an alternative TCEQ water quality permit or otherwise disposed of in an authorized manner. Discharges of concrete truck wash out at construction sites may be authorized if conducted in accordance with the requirements of Part V of this general permit.

Part V. Concrete Truck Wash Out Requirements

This general permit authorizes the wash out of concrete trucks at construction sites regulated under Sections II.E.1., 2., and 3. of this general permit, provided the following requirements are met. Authorization is limited to the land disposal of wash out water from concrete trucks. Any other direct discharge of concrete production waste water must be authorized under a separate TCEQ general permit or individual permit.

1. Direct discharge of concrete truck wash out water to surface water in the state, including discharge to storm sewers, is prohibited by this general permit.
2. Concrete truck wash out water shall be discharged to areas at the construction site where structural controls have been established to prevent direct discharge to surface waters, or to areas that have a minimal slope that allow infiltration and filtering of wash out water to prevent direct discharge to surface waters. Structural controls may consist of temporary berms, temporary shallow pits, temporary storage tanks with slow rate release, or other reasonable measures to prevent runoff from the construction site.
3. Wash out of concrete trucks during rainfall events shall be minimized. The direct discharge of concrete truck wash out water is prohibited at all times, and the operator shall insure that its BMPs are sufficient to prevent the discharge of concrete truck wash out as the result of rainfall or stormwater runoff.
4. The discharge of wash out water must not cause or contribute to groundwater contamination.
5. If a SWP3 is required to be implemented, the SWP3 shall include concrete wash out areas on the associated site map.

Part VI. Retention of Records

The permittee must retain the following records for a minimum period of three (3) years from the date that a NOT is submitted as required by Part II.E.3. For activities in which an NOT is not required, records shall be retained for a minimum period of three (3) years from the date that the operator terminates coverage under Section II.F.3. of this permit. Records include:

1. A copy of the SWP3;
2. All reports and actions required by this permit, including a copy of the construction site notice;
3. All data used to complete the NOI, if an NOI is required for coverage under this general permit; and
4. All records of submittal of forms submitted to the operator of any MS4 receiving the discharge and to the secondary operator of a large construction site, if applicable.

Part VII. Standard Permit Conditions

1. The permittee has a duty to comply with all permit conditions. Failure to comply with any permit condition is a violation of the permit and statutes under which it was issued, and is grounds for enforcement action, for terminating, revoking, or denying coverage under this general permit, or for requiring a discharger to apply for and obtain an individual TPDES permit.
2. Authorization under this general permit may be suspended or revoked for cause. Filing a notice of planned changes or anticipated non-compliance by the permittee does not stay any permit condition. The permittee must furnish to the executive director, upon request and within a reasonable time, any information necessary for the executive director to determine whether cause exists for revoking, suspending, or

terminating authorization under this permit. Additionally, the permittee must provide to the executive director, upon request, copies of all records that the permittee is required to maintain as a condition of this general permit.

3. It is not a defense for a discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the permit conditions.
4. Inspection and entry shall be allowed under TWC Chapters 26-28, Texas Health and Safety Code §§361.032-361.033 and 361.037, and 40 CFR §122.41(i). The statement in TWC §26.014 that commission entry of a facility shall occur according to an establishment's rules and regulations concerning safety, internal security, and fire protection is not grounds for denial or restriction of entry to any part of the facility or site, but merely describes the commission's duty to observe appropriate rules and regulations during an inspection.
5. The discharger is subject to administrative, civil, and criminal penalties, as applicable, under TWC Chapter 7 for violations including but not limited to the following:
 - (a) negligently or knowingly violating the federal CWA §§301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under CWA §402, or any requirement imposed in a pretreatment program approved under CWA §§402(a)(3) or 402(b)(8);
 - (b) knowingly making any false statement, representation, or certification in any record or other document submitted or required to be maintained under a permit, including monitoring reports or reports of compliance or noncompliance; and
 - (c) knowingly violating §303 of the federal CWA, and placing another person in imminent danger of death or serious bodily injury.
6. All reports and other information requested by the executive director must be signed by the person and in the manner required by 30 TAC §305.128 (relating to Signatories to Reports).
7. Authorization under this general permit does not convey property or water rights of any sort and does not grant any exclusive privilege.
8. The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.
9. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.
10. The permittee shall comply with the reporting requirements in 40 CFR §122.41(l), as applicable.

Part VIII. Fees

1. A fee of must be submitted along with the NOI:
 - (a) \$325 if submitting a paper NOI, or
 - (b) \$225 if submitting an NOI electronically.

2. Fees are due upon submission of the NOI. An NOI will not be declared administratively complete unless the associated fee has been paid in full.
3. No separate annual fees will be assessed for this general permit. The Water Quality Annual Fee has been incorporated into the NOI fees as described above.

Appendix A: Automatic Authorization

Periods of Low Erosion Potential by County – Eligible Date Ranges

Andrews: Nov. 15 - Apr. 30	Ector: Nov. 15 - Apr. 30
Archer: Dec. 15 - Feb. 14	Edwards: Dec. 15 - Feb. 14
Armstrong: Nov. 15 - Apr. 30	El Paso: Jan. 1 - Jul. 14, or May 15 - Jul. 31, or Jun. 1 - Aug. 14, or Jun. 15 - Sept. 14, or Jul. 1 - Oct. 14, or Jul. 15 - Oct. 31, or Aug. 1 - Apr. 30, or Aug. 15 - May 14, or Sept. 1 - May 30, or Oct. 1 - Jun. 14, or Nov. 1 - Jun. 30, or Nov. 15 - Jul. 14
Bailey: Nov. 1 - Apr. 30, or Nov. 15 - May 14	Fisher: Dec. 15 - Feb. 14
Baylor: Dec. 15 - Feb. 14	Floyd: Nov. 15 - Apr. 30
Borden: Nov. 15 - Apr. 30	Foard: Dec. 15 - Feb. 14
Brewster: Nov. 15 - Apr. 30	Gaines: Nov. 15 - Apr. 30
Briscoe: Nov. 15 - Apr. 30	Garza: Nov. 15 - Apr. 30
Brown: Dec. 15 - Feb. 14	Glasscock: Nov. 15 - Apr. 30
Callahan: Dec. 15 - Feb. 14	Hale: Nov. 15 - Apr. 30
Carson: Nov. 15 - Apr. 30	Hall: Feb. 1 - Mar. 30
Castro: Nov. 15 - Apr. 30	Hansford: Nov. 15 - Apr. 30
Childress: Dec. 15 - Feb. 14	Hardeman: Dec. 15 - Feb. 14
Cochran: Nov. 1 - Apr. 30, or Nov. 15 - May 14	Hartley: Nov. 15 - Apr. 30
Coke: Dec. 15 - Feb. 14	Haskell: Dec. 15 - Feb. 14
Coleman: Dec. 15 - Feb. 14	Hockley: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30
Collingsworth: Jan. 1 - Mar. 30, or Dec. 1 - Feb. 28	Howard: Nov. 15 - Apr. 30
Concho: Dec. 15 - Feb. 14	Hudspeth: Nov. 1 - May 14
Cottle: Dec. 15 - Feb. 14	Hutchinson: Nov. 15 - Apr. 30
Crane: Nov. 15 - Apr. 30	Irion: Dec. 15 - Feb. 14
Crockett: Nov. 15 - Jan. 14, or Feb. 1 - Mar. 30	Jeff Davis: Nov. 1 - Apr. 30 or Nov. 15 - May 14
Crosby: Nov. 15 - Apr. 30	Jones: Dec. 15 - Feb. 14
Culberson: Nov. 1 - May 14	Kent: Nov. 15 - Jan. 14 or Feb. 1 - Mar. 30
Dallam: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30	Kerr: Dec. 15 - Feb. 14
Dawson: Nov. 15 - Apr. 30	Kimble: Dec. 15 - Feb. 14
Deaf Smith: Nov. 15 - Apr. 30	King: Dec. 15 - Feb. 14
Dickens: Nov. 15 - Jan. 14, or Feb. 1 - Mar. 30	Kinney: Dec. 15 - Feb. 14
Dimmit: Dec. 15 - Feb. 14	Knox: Dec. 15 - Feb. 14
Donley: Jan. 1 - Mar. 30, or Dec. 1 - Feb. 28	Lamb: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30
Eastland: Dec. 15 - Feb. 14	

Loving: Nov. 1 - Apr. 30, or Nov. 15 - May 14

Lubbock: Nov. 15 - Apr. 30

Lynn: Nov. 15 - Apr. 30

Martin: Nov. 15 - Apr. 30

Mason: Dec. 15 - Feb. 14

Maverick: Dec. 15 - Feb. 14

McCulloch: Dec. 15 - Feb. 14

Menard: Dec. 15 - Feb. 14

Midland: Nov. 15 - Apr. 30

Mitchell: Nov. 15 - Apr. 30

Moore: Nov. 15 - Apr. 30

Motley: Nov. 15 - Jan. 14, or Feb. 1 - Mar. 30

Nolan: Dec. 15 - Feb. 14

Oldham: Nov. 15 - Apr. 30

Parmer: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30

Pecos: Nov. 15 - Apr. 30

Potter: Nov. 15 - Apr. 30

Presidio: Nov. 1 - Apr. 30, or Nov. 15 - May 14

Randall: Nov. 15 - Apr. 30

Reagan: Nov. 15 - Apr. 30

Real: Dec. 15 - Feb. 14

Reeves: Nov. 1 - Apr. 30, or Nov. 15 - May 14

Runnels: Dec. 15 - Feb. 14

Schleicher: Dec. 15 - Feb. 14

Scurry: Nov. 15 - Apr. 30

Shackelford: Dec. 15 - Feb. 14

Sherman: Nov. 15 - Apr. 30

Stephens: Dec. 15 - Feb. 14

Sterling: Nov. 15 - Apr. 30

Stonewall: Dec. 15 - Feb. 14

Sutton: Dec. 15 - Feb. 14

Swisher: Nov. 15 - Apr. 30

Taylor: Dec. 15 - Feb. 14

Terrell: Nov. 15 - Apr. 30

Terry: Nov. 15 - Apr. 30

Throckmorton: Dec. 15 - Feb. 14

Tom Green: Dec. 15 - Feb. 14

Upton: Nov. 15 - Apr. 30

Uvalde: Dec. 15 - Feb. 14

Val Verde: Nov. 15 - Jan. 14, or Feb. 1 - Mar. 30

Ward: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30

Wichita: Dec. 15 - Feb. 14

Wilbarger: Dec. 15 - Feb. 14

Winkler: Nov. 1 - Apr. 30, or Nov. 15 - May 14

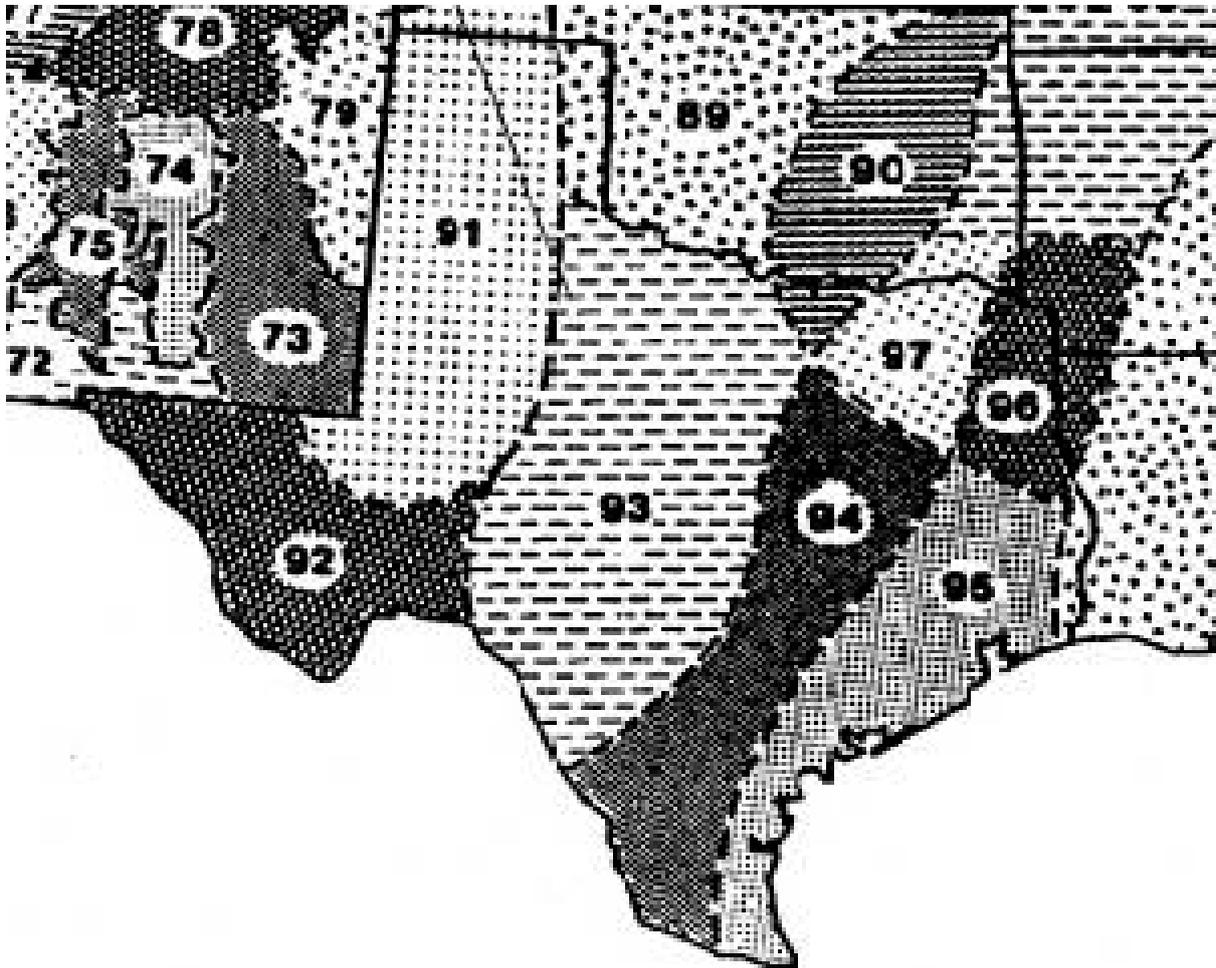
Yoakum: Nov. 1 - Apr. 30, or Nov. 15 - May 14

Young: Dec. 15 - Feb. 14

Wheeler: Jan. 1 - Mar. 30, or Dec. 1 - Feb. 28

Zavala: Dec. 15 - Feb. 14

Appendix B: Erosivity Index (EI) Zones in Texas



Adapted from Chapter 2 of USDA Agriculture Handbook 703: "Predicting Soil Erosion by Water: A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U.S. Department of Agriculture, Agricultural Research Service

Appendix C: Isoerodent Map

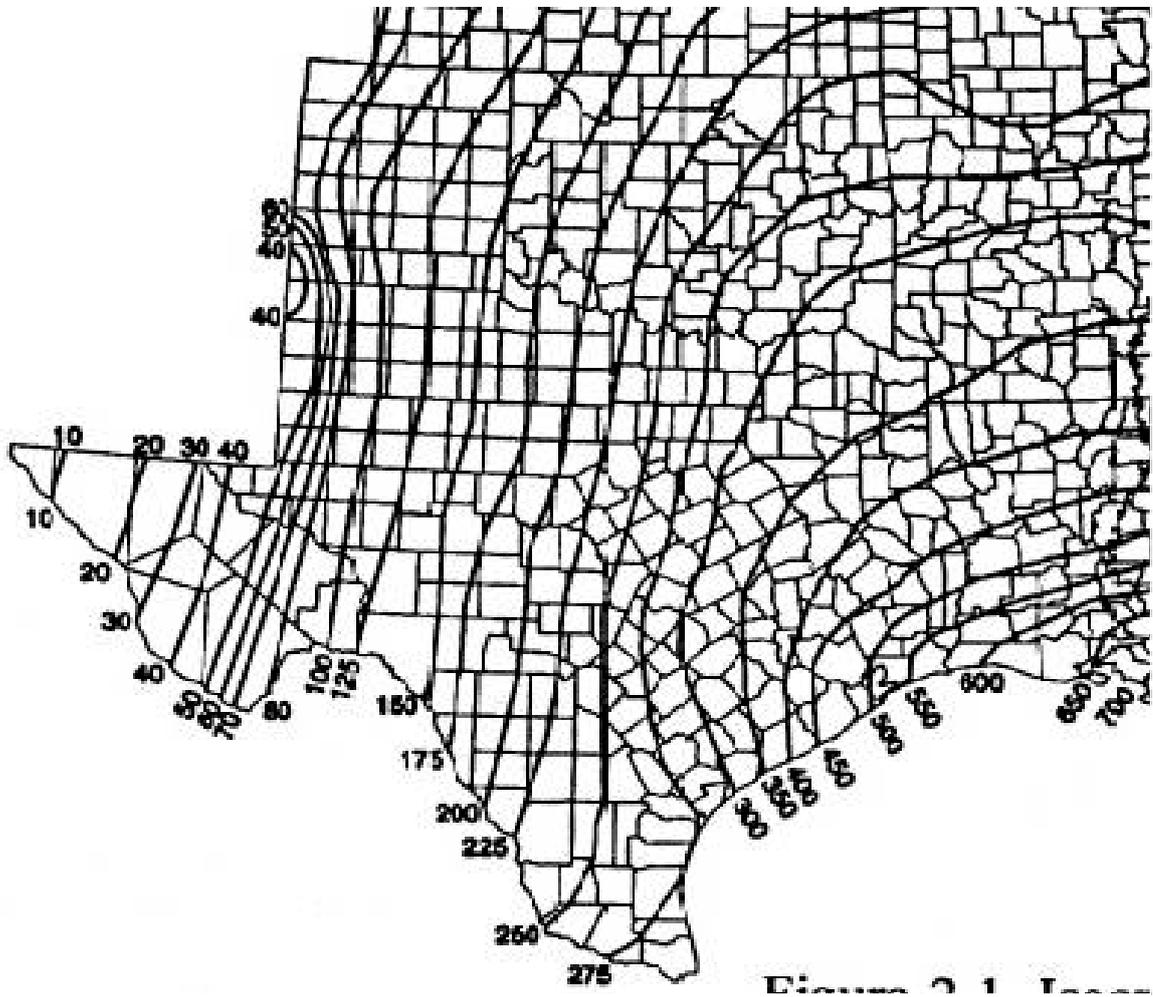


Figure C-1 Isoerodent Map

Adapted from Chapter 2 of USDA Agriculture Handbook 703: "Predicting Soil Erosion by Water: A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U.S. Department of Agriculture, Agricultural Research Service

Appendix D: Erosivity Indices for EI Zones in Texas

Periods:

EI #	1/1	1/16	1/31	2/15	3/1	3/16	3/31	4/15	4/30	5/15	5/30	6/14	6/29	7/14	7/29	8/13	8/28	9/12	9/27	10/12	10/27	11/11	11/26	12/11	12/31
89	0	1	1	2	3	4	7	2	8	27	38	48	55	62	69	76	83	90	94	97	98	99	100	100	100
90	0	1	2	3	4	6	8	13	21	29	37	46	54	60	65	69	74	81	87	92	95	97	98	99	100
91	0	0	0	0	1	1	1	2	6	16	29	39	46	53	60	67	74	81	88	95	99	99	100	100	100
92	0	0	0	0	1	1	1	2	6	16	29	39	46	53	60	67	74	81	88	95	99	99	100	100	100
93	0	1	1	2	3	4	6	8	13	25	40	49	56	62	67	72	76	80	85	91	97	98	99	99	100
94	0	1	2	4	6	8	10	15	21	29	38	47	53	57	61	65	70	76	83	88	91	94	96	98	100
95	0	1	3	5	7	9	11	14	18	27	35	41	46	51	57	62	68	73	79	84	89	93	96	98	100
96	0	2	4	6	9	12	17	23	30	37	43	49	54	58	62	66	70	74	78	82	86	90	94	97	100
97	0	1	3	5	7	10	14	20	28	37	48	56	61	64	68	72	77	81	86	89	92	95	98	99	100
106	0	3	6	9	13	17	21	27	33	38	44	49	55	61	67	71	75	78	81	84	86	90	94	97	100

* Each period begins on the date listed in the table above and lasts until the day before the following period. The final period begins on December 11 and ends on December 31.

Table adapted from Chapter 2 of USDA Agriculture Handbook 703: "Predicting Soil Erosion by Water: A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U.S. Department of Agriculture, Agricultural Research Service

EXHIBIT K
Best Management Practices

EXHIBIT K

Product Specific Practices

The following product specific practices will be followed onsite:

Petroleum Products:

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

Fertilizers:

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked in the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

Paints:

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm water system but will be properly disposed of according to manufacturers' instructions or State and local regulations.

Concrete Trucks:

Concrete trucks will not be allowed to wash out or discharge surplus concrete or drum wash water on the site.

Spill Prevention Practices

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite. Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and metal trash containers specifically for this purpose.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate State or local government agency, regardless of the size.
- The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- Mr. Doe, the site superintendent responsible for the day-to-day site operations, will be the spill prevention and cleanup coordinator. He will designate at least three other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill will be posted in the material storage area and in the office trailer onsite.

SECTION 02200 MOBILIZATION

PART 1 GENERAL

1.01 SUMMARY

A. Section includes requirements for construction preparation and final site restoration.

1.02 MEASUREMENT AND PAYMENT

A. Measurement and payment for mobilization is on a lump sum basis.

1. Payment of 70 percent of bid amount: When mobilization is complete, including move-in of major equipment, installation of project signs, sanitary facilities and, if required, temporary office and sanitary facilities for Engineer.
2. Payment of 30 percent of bid amount: When clean up of project site is complete, including removal of construction debris, temporary facilities, signs and related project appurtenances.

PART 2 PRODUCTS - Not used

PART 3 EXECUTION

3.1 GENERAL

- A. Protect items designated for preservation from abuse, marring or damage during construction operations.
- B. Maintain access and drainage continuously for duration of the project.
- C. Remove structures, abandoned utility lines and related obstructions to a depth of 2 feet below the finished grade.
- D. Collect tires, batteries, paint cans, oil cans and related debris items on the right-of-way in a location approved by the Engineer, for disposal by others.
- E. When Work is finished, remove existing signs and reinstall in an approved location when directed by the Engineer.

- F. Remove structures, outfall pipes, drainage facilities and other items that may interfere with the construction work or as designated on the Plans.
- G. Maintain all-weather access to adjacent facilities that have driveways.
- H. Establish and maintain access to the site.
- I. Clean up the site.
- J. Install, remove, relocate, replace and reinstall fences, barricades or barriers required to secure the site.
- K. Secure the site as necessary to perform the Work.

3.2 ABANDONED UTILITY LINES

- A. Remove abandoned utility lines that may interfere with the construction work or as designated on the Plans.
- B. Notify the utility owner prior to work on such abandoned lines.
- C. Plug and abandon utility lines left in place as approved by the Engineer.

3.3 ENCROACHMENTS

- A. Remove encroachments into City of Dickinson right-of-way that interfere with the construction work or as designated on the Plans.
- B. Coordinate with property owners at least 24 hours prior to any work on such encroachments.
- C. Place the removed encroachment neatly on the adjacent property.

3.4 PROJECT SIGNS

- A. Refer to construction plans.

END OF SECTION

**SECTION 02315
ROADWAY EXCAVATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation and compaction of materials for roadways.
- B. Excavation and compaction of materials for roadside ditches.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

- 1. No separate measurement and payment will be made for roadway excavation, with or without subgrade. Contractor shall include the cost for this work in the Contract bid price for concrete and asphalt paving.

- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. ASTM D 698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12.44 ft-lbt7ft3),
- B. ASTM D 2216 - Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
- C. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).D. ASTM D 3017- Standard Test Method for Water content of Soil and Rock in Place by Nuclear Methods (Shallow Depth),
- E. ASTM D 4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Provide topsoil conforming to requirements of COH Section 02911 - Topsoil. Cost shall be subsidiary to hydromulch seeding and/or sodding.
- B. Provide backfill which is excavated material, graded free of roots, lumps greater than 6 inches, rocks larger than 3 inches, organic material, and debris.
- C. Provide structural backfill which is select material meeting following requirements:
 - 1. Plasticity index: not less than 12 nor more than 20.
 - 2. Maximum liquid limit: 45

PART 3 EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, and datum.
- B. Identify and flag surface and aerial utilities.
- C. Notify utility companies to remove or relocate utilities.
- D. Identify, stake, and flag known utility locations below grade. Make temporary or permanent relocation of underground pipes, ducts, or utilities where indicated on Drawings.
- E. Upon discovery of unknown or badly deteriorated utilities, or concealed conditions, discontinue work. Notify Project Manager and obtain instructions before proceeding in such areas.
- F. Obtain approval of top soil quality before excavating and stockpiling.

3.02 PROTECTION

- A. Protect following from damage or displacement:
 - 1. Trees, shrubs, lawns, existing structures, and other features outside of grading limits.
 - 2. Utilities either above or below grade, which are to remain.

3.03 TOPSOIL REMOVAL

- A. Strip off topsoil from area to be excavated to minimum depth of 6 inches, unless indicated otherwise on Drawings.
- B. Stockpile topsoil in designated location for reuse. Stockpile topsoil to depth not exceeding 8 feet. Cover to protect from erosion.

3.04 SOIL EXCAVATION

- A. Excavate to lines and grades shown on Drawings.
- B. Remove unsuitable material not meeting specifications. Backfill with embankment materials and compact to requirements of COH Section 02330- Embankment at no additional cost to City.
- C. Record location and plug and fill inactive water and oil wells. Conform to Texas Department of Health, Texas Natural Resource Conservation Commission, and Texas Railroad Commission requirements. Notify Project Manager prior to plugging wells.
- D. At intersections, grade back at minimum slope of one inch per foot. Produce smooth riding junction with intersecting street. Maintain proper drainage.
- E. When area is inadvertently over excavated, fill area in accordance with requirements of COH Section 02330- Embankment at no additional cost to City.
- F. Legally remove and dispose material not qualified for use and excess soil not being reused from site.

3.05 COMPACTION

- A. Maintain optimum moisture content of subgrade to attain required density.
- B. Compact to following minimum densities at moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on Drawings:
 - 1. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.
 - 2. Other areas: Minimum density of 90 percent of maximum dry density.

3.06 TOLERANCES

- A. Top of Compacted Surface: Plus or minus 1/2 inch in cross section, or in 16-foot length.

3.07 FIELD QUALITY CONTROL

- A. Test and analysis of soil materials will be performed in accordance with ASTM D 4318, ASTM D 2216, and ASTM D 698.
- B. Compaction testing will be performed in accordance with ASTM D 698 or ASTM D2922 and ASTM D 3017.
- C. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway.
- D. When tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at no additional cost to City.

3.08 PROTECTION

- A. Prevent erosion at all times. Maintain ditches and cut temporary swales to allow natural drainage in order to avoid damage to roadway. Do not allow water to pond.
- B. Distribute construction traffic evenly over compacted areas, where practical, to aid in obtaining uniform compaction. Protect exposed areas having high moisture content from wheel loads that cause rutting.
- C. Maintain excavation and embankment areas until start of subsequent work. Repair and recompact slides, washouts, settlements, or areas with loss of density.

END OF SECTION

**SECTION 02319
BORROW**

PART 1 GENERAL

1.01 SECTION INCLUDES

Soil materials for embankment or backfill.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate measurement and payment will be made for borrow. Contractor shall include the cost for this work in the Contract bid price for concrete and asphalt paving.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

A. ASTM D 2216 - Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil Aggregate Mixtures.

B. ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.04 SUBMITTALS

A. Conform to requirements of Section 01330- Submittal Procedures.

B. Submit location and description of proposed borrow area for approval.

C. Submit material samples for testing.

PART 2 PRODUCTS

2.01 SOIL MATERIAL

A. Grade borrow material used for embankment or backfill free of lumps greater than 6 inches, rocks larger than 3 inches, organic material, chemical waste or other contamination, and debris, Take borrow material from sources approved by Project Manager.

B. Use material with plasticity index not less than 12, nor more than 20 when tested hi accordance with ASTM D 4318. Maximum liquid limit shall be 45, unless approved by Project Manager. Do not use blend of cohesive and granular soils to achieve required plasticity index.

PART 3 EXECUTION

3.01 PREPARATION

- A. Notify Project Manager and testing laboratory 5 days in advance of opening borrow source to permit obtaining samples for qualification testing. When material does not meet specification requirements, locate another source of borrow.
- B. Clear approved source area of trees, stump brush, roots vegetation, organic matter, and other unacceptable material before excavation.

3.02 TESTS

- A. Test and analyze soil materials in accordance with ASTM D 4318 and ASTM D 2216.

3.03 EXCAVATION

- A. Provide adequate drainage of surface water so that surface water run off does not enter borrow pit excavation.

3.04 HAULING

- A. Use covered trucks.

3.05 EMBANKMENT

- A. Conform to requirements of COH Section 02330 - Embankment.

END OF SECTION

SECTION 02510

PORTLAND CEMENT CONCRETE PAVING

PART 1 GENERAL

1.01 SCOPE

- A. This section specifies the requirements for providing, placing, curing and protecting Portland cement concrete paving, with or without reinforcement as indicated, constructed on a prepared subgrade.

1.02 QUALITY ASSURANCE

A. Formwork Tolerances

- 1. Forms shall be accurately set to the required grade and alignment and, during the entire operation of placing, compacting and finishing of the concrete, shall not *deviate* from this grade and alignment more than 1/8 inch in 10 feet of length.

B. Finishing Tolerance

- 1. Before the initial set, the entire surface shall be tested, and all irregularities or undulations, not within the tolerance of the following test, shall be corrected and brought within the requirements of the test and finished as necessary.
- 2. An approved 10-foot straightedge shall be placed parallel to the center of the roadway so as to bridge any depressions and touch all high spots. Ordinates measured from the face of the straightedge to the surface of the pavement shall at no place exceed 1/16 inch per foot from the nearest point of contact and in no case shall the maximum ordinate to a 10-foot straightedge be greater than 1/8 inch.

C. Coring

- 1. Pavement thickness will be determined by obtaining cores at points selected by the Engineer. After the pavement has been in place at least 28 days, a minimum of one core shall be taken for each 1,000 square yards of pavement or for each street whichever is greater unless otherwise specified on the Construction Plans. The cores shall have a minimum diameter of 4 inches and will be measured for length only, compressive strength tests will not be made unless requested by the Engineer.

D. Deficient Pavement

- 1. When the thickness of the pavement is deficient by more than 0.25 inches, the full area of the slab between joints, or between pre-established limits shall be removed and replaced with pavement meeting the specified thickness.

**SECTION 02510
PORTLAND CEMENT CONCRETE PAVING – Cont'd**

E. Pavement Thickness

1. The thickness of individual cores shall be determined in accordance with ASTM C174 by averaging no less than 3 such measurements. Any core, the thickness of which is equal to or greater than 1/4 inch less than the thickness shown on the approved drawings shall be considered one of deficient thickness. If a core is determined to be deficient in thickness, additional cores shall be taken at intervals of 10 feet on either side of the deficient core to establish the length of the deficient section. All additional cores taken are at the Contractor's expense. The length of the deficient section shall be the distance between the nearest cores of satisfactory thickness, and the width shall be the entire width of the pavement. The deficient concrete pavement shall be removed and replaced with concrete pavement that meets or exceeds requirements at no additional cost to the Owner.

PART 2 PRODUCTS

2.01 MATERIALS

A. Forms

1. The forms shall be either metal or wood and are subject to the approval of the Engineer. The forms shall not move or shift before or during concrete placement after they are set to the line and grade shown on the Construction Plans. The forms shall not bulge or deflect during concrete placement.

B. Welded Steel Wire Fabric

1. Plain wire fabric, as specified in the section entitled "CONCRETE REINFORCEMENT". They shall be in flat sheets. Rolls will not be permitted.

C. Reinforcing Steel Bars

1. As specified in the section entitled "CONCRETE REINFORCEMENT"

D. Dowel Bars

1. Provide smooth steel bar dowels as shown. Steel bars must conform to standards of ASTM A615, Grade 60.

E. Dowel Bar Sleeves

1. Metal or plastic sleeve, slightly larger than dowel bars, closed end, sized to fit dowel bar shown on the construction plans.

F. Concrete

1. Class 3000, as specified in the section entitled "PORTLAND CEMENT CONCRETE".

G. Membrane Forming Curing Compound ASTM C 309, Type 2, unless otherwise directed.

**SECTION 02510
PORTLAND CEMENT CONCRETE PAVING – Cont'd**

H. Joint Fillers and Sealants

1. Joint Sealing Material: Hot poured rubber asphalt conforming to SDHPT Item 360.2 (8) Class 2.

I. Expansion Joint Material

1. Concrete Pavements. Expansion joint material for concrete roadway pavement shall be of selected stock and density. Wood shall be clear, all heart cypress, or clear, all heart redwood. The boards shall be free of any defect which will impair its usefulness as expansion joint filler. The board joint shall be 1 inch nominal thickness. No board less than 6 feet in length shall be used.
2. Concrete Sidewalks and Driveways
 - a. Expansion joint material for sidewalks and between sidewalks and curbs shall be preformed bituminous fiber materials formed from cane or other suitable fibers of a cellular nature securely bound together and uniformly impregnated with a suitable asphaltic binder and shall meet the requirements of ASTM 0175.
 - b. Expansion joint material for sidewalks where short radius curves are used shall be preformed bituminous mastic composition material consisting of bituminous (asphalt or tar) mastic composition formed and encased between two layers of bituminous impregnated felt and shall meet the requirements of ASTM 0994.
 - c. Expansion joint material for sidewalks and driveways may also be of the material specified in 2.1.1.1.

J. Form Coating

1. Materials provided shall be commercial formulation form-coating compounds that will not bond with, not stain, not adversely affect concrete surfaces and not impair subsequent treatment of concrete surfaces.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

- A. Subgrade shall be properly prepared, shaped, and compacted as described in the Technical Specification entitled "LIME STABILIZED SUBGRADE".
- B. Prepared subgrade shall be proof-rolled to check for unstable areas and need for additional compaction. Do not begin paving work until such deficiencies have been corrected and subgrade is ready to receive paving.
- C. Loose material shall be removed from the compacted subgrade immediately prior to placing concrete and subgrade shall be uniformly dampened.

SECTION 02510
PORTLAND CEMENT CONCRETE PAVING – Cont'd

3.02 SETTING FORMS

- A. Set forms in accordance with the recommendations of SDHPT, Item 360.5.(2) and as specified herein. Unless otherwise shown on the Construction Plans, concrete may be placed using forms or a slipform paver.
- B. Rest forms directly on the subgrade. Do not shim up with pebbles or dirt. Accurately set forms to the required grade and alignment.
- C. Adjacent slabs may be used instead of forms provided that the existing concrete is well protected from possible damage by finishing equipment. These adjacent slabs must not be used for forms until the existing concrete is at least 24 hours old. For short radius curves less than 10 feet in length, wood or curved forms may be used. For curb returns at street intersections and driveways, a lumber form of good grade and quality may be used.
- D. Forms shall be set in sufficient quantity to allow continuous progress of concrete placement, and to ensure that forms shall remain in place at least 12 hours.
- E. Forms shall be cleaned after each use and coated with an approved form release agent prior to each use.
- F. The use of bent or damaged forms will not be permitted.
- G. Forms will be used at transition sections where new pavement ties into the existing pavement.

3.03 INSTALLATION OF JOINTS

- A. Surface of joints and other spaces to be sealed shall be examined for conditions that will adversely affect the quality of the installation. Do not proceed with the installation until all adverse conditions have been corrected.
- B. Joint surfaces shall be cleaned just prior to the installation of sealants and associated items. Dirt, insecure coatings, moisture and other substances which could interfere with the bond of the sealants and associated items shall be removed.
- C. Joint surfaces shall be primed or sealed where recommended by the sealant manufacturer. Adjoining surfaces shall be protected from spills and migration.
- D. Sealant and associated items shall be installed in accordance with the sealant manufacturer's installation instructions.
- E. Joint filler units shall be set to the proper depth or position in the joint to coordinate with other work. Filler units shall be installed without voids or gaps.
- F. Proven installation techniques shall be employed to ensure that sealants are installed in uniform, continuous ribbons without gaps or air pockets.
- G. Sealants shall be installed to depths specified.

**SECTION 02510
PORTLAND CEMENT CONCRETE PAVING – Cont'd**

- H. Sealants shall be cured in accordance with the sealant manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability.

3.04 INSTALLATION OF REINFORCING STEEL

- A. Pavement reinforcement shall be installed as specified in the section entitled "CONCRETE REINFORCEMENT".
- B. Sawed joints used to tie into existing pavement where no reinforcement is exposed will be dowelled horizontally using NO.6 bars, 24 inches long, drilled and embedded 12" into the center of the exiting slab with "PO ROC" or approved equal. Dowels shall be on 24 inch centers unless otherwise shown.
- C. Paving headers and railroad headers shall be installed where pavement connects to existing concrete streets at edge of pavement, or railroad crossings.
- D. Undercuts are required where new concrete pavement connects to existing asphaltic concrete streets or existing concrete pavement without a paving header.
- E. Where pavement ends and will be joined in the future by new pavement, Contractor shall leave 15 inches of reinforcing steel exposed beyond pavement, coat steel with asphalt and wrap the steel with burlap. As an alternate, the contractor may leave a standard expansion joint. Exposed steel shall be coated with asphalt and wrapped with burlap.
- F. Where pavement ends and will be joined in the future by new pavement, Contractor shall provide a thickened edge or "paving header" as shown on the Construction Plans.

3.05 PLACING AND FINISHING CONCRETE

- A. Concrete shall be placed and finished in accordance with the recommendations of SDHPT, Items 360.6.(3), 360.8.(1) and 360.8.(2) and as specified herein.
- B. The concrete, during and immediately after depositing, shall be distributed to such depth that, when consolidated and finished, the slab thickness required by plans will be obtained at all points and the surface shall not, at any point, be below the established grade. Special care shall be exercised in placing and spading concrete against forms and at all joints to prevent the forming of honeycombs and voids.
- C. After completion of the placement, consolidation and screeding, a hand-operated longitudinal float shall be operated to test and level the surface to the required grade.
- D. Before the concrete becomes non-plastic, the surface shall be belted with an approved belt, operated with short transverse strokes and a rapid advance longitudinally to produce a uniform surface of a gritty texture.

**SECTION 02510
PORTLAND CEMENT CONCRETE PAVING – Cont'd**

3.06 CURING AND PROTECTING CONCRETE

- A. Membrane curing compounds shall conform to requirements of SDHPT Item. 360.2.(13).
 - 1. The membrane curing compound shall be applied after the surface finishing has been completed, and immediately after the free surface moisture has disappeared. The surface shall be sealed with a single uniform coating of curing compound applied at the rate of coverage recommended by the manufacturer but not less than 1 gallon per 180 square feet of area. The membrane shall remain unbroken for a period of 72 hours. Membrane which is damaged shall be corrected immediately by reapplication of the membrane.
 - 2. The compound shall be thoroughly agitated during its use and shall be applied by means of approved mechanical power pressure sprayers. The equipment shall be of such design that it will insure uniform and even application of the membrane material. The sprayers shall be equipped with satisfactory atomizing nozzles.
 - 3. The compounds shall not be applied to a dry surface and if the surface of the concrete has become dry, it shall be thoroughly moistened prior to application of the membrane compounds by fogging or by mist application.
- B. Concrete may, as an alternate to membrane curing, be covered with burlap or suitable cotton mats which shall be kept wet continuously for a period of 72 hours after the placing of the burlap or mats. Curing shall commence as soon as the concrete has hardened sufficiently to be unmarked by the method of curing. Cotton mats shall conform to requirements of SDHPT Item 360.2 (15).
- C. No vehicles of any kind, including construction equipment, will be allowed on new pavement for a period of 7 days, unless approved by Owner.

PART 4 MEASUREMENT AND PAYMENT

- 4.01 MEASUREMENT: This item will be measured by "Square Yard" as indicated on the plans.
- 4.02 PAYMENT: This item will be paid for at the contract price bid for "Concrete Paving". This price shall be full compensation for furnishing all labor, materials, supplies, equipment and incidentals necessary to complete the work as specified. Failure to complete the work within time allowed in the project contract due to approving designs, testing, material shortages, closed construction season, curing periods, and testing periods will not qualify for additional compensation. When additional work is added by an approved field alteration or when work is suspended for the convenience of the City, through no fault of the contractor, additional compensation may be paid to the Contractors.

END OF SECTION

**SECTION 02922
SOD**

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes requirements for Bermudagrass or St. Augustinegrass sod and staples.

1.02 MEASUREMENT AND PAYMENT

- A. Measurement and payment for sodding is on a square yard basis.

1.03 SUBMITTALS

- A. Submit letter from sod grower attesting that sod is Bermudagrass or "Raleigh" St. Augustinegrass.

PART 2 PRODUCTS

2.01 SOD

- A. Provide live, growing Bermudagrass or "Raleigh" St. Augustinegrass sod, as required by the Engineer.
- B. Provide dark green sod with a healthy vigorous system of dense, thickly matted roots throughout the soil of the sod for a minimum depth of 1 inch (+/- 1/4 inch), excluding top growth and thatch.
- C. Provide sod that contains no more than 5 percent noxious weeds and other crop and weed contaminants.
- D. Provide sod free of diseases and harmful insects.
- E. Cut sod in uniform panels or rolls. Broken panels or panels or rolls with torn or uneven ends will not be accepted.
- F. Sod panels shall be strong enough to support their own weight and retain size and shape when suspended vertically from a firm grasp on the upper 10 percent of the panel.

SECTION 02922
SOD

- G. Harvest, deliver and install sod within a 36-hour period. Sod not planted within this time period must be inspected and approved by the Engineer prior to installation.
- H. Sod that has been allowed to dry out by exposure to the sun and air is unacceptable and will be considered nonconforming.

2.02 STAPLES

- A. Provide 6 inch x 1 inch x 6 inch, 11 gauge steel "u" staples.

PART 3 EXECUTION — Not used

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section specifies the requirements for providing, fabricating and placing reinforcement for concrete structures.

1.02 QUALITY ASSURANCE

A. Tolerances

1. Reinforcing bars shall be fabricated to meet the fabricating tolerances indicated in ACI 315.
2. Reinforcing bars shall be placed to meet the following placing tolerances:
 - a. Clear distance to formed surfaces: 1/4 inch (plus or minus)
 - b. Minimum spacing between bars: - 1/4 inch
 - c. Top bar in slabs and beams: Members 8 inches deep or less; 1/4 inch (plus or minus) Members more than 8 inches but not over 2 feet deep: 1/2 inch (plus or minus) Members more than 2 ft. deep: 1 inch (plus or minus)
 - d. Crosswise of members: spaced evenly within 2 inches
 - e. Lengthwise of members: 2 inches (plus or minus)

1.03 SUBMITTALS

A. Shop Drawings and Product Data

1. Shop Drawings shall be submitted showing details, locations, placement plans and bending diagrams for each reinforcement item.
2. Bar lists shall be submitted giving the weight of each bar type (or mark), the total weight of each bar size and the total weight of all bars in the list, based on the theoretical unit weights shown in ASTM A615.

SECTION 03200
CONCRETE REINFORCEMENT – Cont'd

B. Certificates

1. Certified copy of mill tests on each heat shall be submitted, showing chemical and physical analysis.
2. Welding Certificates shall be submitted as required by AWS 012.1

1.04 PRODUCT HANDLING

- A. Reinforcing bars shall be delivered to the fabricator in bundles, limited to one size and length of bar per bundle, securely tied and labeled with exposed plastic tags identifying the grade and size of bars.
- B. After fabrication, reinforcing bars shall be delivered to the Work Site properly identified in accordance with the approved Shop Drawings.
- C. Bars shall be handled and placed so as to prevent crimping, bending or warping before and during placement.
- D. Bars shall be protected from ground contact and from the elements.
- E. Welded steel wire fabric shall be delivered in flat sheets labeled to indicate the manufacturer's name and product identification.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Reinforcing Steel Bars
 1. Welded Conditions: Welding of reinforcing bars is not allowed.
 2. Non-welded conditions: ASTM A 615, deformed, Grade 60, unless otherwise indicated.
- B. Spiral Reinforcement and Reinforcing Wire
 1. Plain: ASTM A 82.
 2. Deformed: ASTM A 496.
 3. Use plain wire, unless otherwise indicated.

SECTION 03200
CONCRETE REINFORCEMENT – Cont'd

- C. Welded Steel Wire Fabric - Only approved for use in sidewalks.
 - 1. Plain: ASTM A 185
 - 2. Deformed: ASTM A 497
 - 3. Use gauges, spacing and dimensions as indicated.
- D. Accessories - Supports and spacers shall have a Class "C" plastic finish. Masonry brick shall not be used as support for reinforcement.

2.02 FABRICATION

A. General

- 1. After bar lists and bending diagrams have been reviewed and approved by the Engineer, each unit of reinforcement shall be fabricated to the type, shape, size, grade, and dimensions shown on the Construction Plans and Shop Drawings.

B. Cutting and Bending

- 1. Reinforcing bars shall be cut and bent before shipping to the work site.
- 2. Bending shall be performed cold and so as not to injure the material.
- 3. Irregularities in bending and evidence of re-bending will be cause for rejection.

PART 3 EXECUTION

3.01 GENERAL

- A. Before placing concrete, reinforcing steel shall be clean and free of mortar, dirt, scale, paint, oil, grease, loose rust and other foreign matter which could destroy or reduce the bond.
- B. Placement of reinforcement shall be inspected and approved by the Engineer before concrete is placed.

3.02 PLACING AND FASTENING

- A. Reinforcement shall be arranged and placed as shown on the Construction Plans and Shop Drawings and the approved bending diagrams and placement plans, and in accordance with the tolerances specified herein.
- B. Reinforcement shall be positively secured against displacement during placement of concrete.

SECTION 03200
CONCRETE REINFORCEMENT – Cont'd

- C. Bars shall be securely wired or clipped together.
- D. Concrete reinforcement shall be placed to provide minimum protective coverings as follows, except where greater minimum coverings are indicated on the Construction Plans and Shop Drawings:
 - 1. Concrete deposited against the ground: 3 inches
 - 2. Formed surfaces exposed to weather or in contact with the ground: 2 inches for reinforcing bars #6 or larger; 1-1/2 inches for reinforcing bars less than #6.
 - 3. Interior surfaces: 1-1/2 inches for beams, girders, and columns; 3/4 inch for slabs, walls and joists with #11 bars or smaller and 1-1/2 inches with #14 and #18.

3.03 SUPPORTS AND SPACERS

- A. Reinforcing bars shall be supported in position by approved spacers, chairs or hangers.
- B. Reinforcing steel located in the bottom of slabs on earth shall be supported on heavy duty plastic chairs of the proper size and dimensions to correctly position the steel.
- C. Supports shall be Class "c" - plastic protected bar supports and shall be used to support all reinforcing steel in sufficient quantity to maintain the specified concrete cover. In abutments and bent caps, heavy bolsters shall be used to support the bottom layers of reinforcement. In bridge deck slabs, rows of supports for bottom layer of reinforcement shall be used in each span at 5 foot centers, maximum spacing. High chairs to support top layer shall be placed as required to adequately support the reinforcement. Use of concrete blocks for reinforcing steel support will not be permitted in the construction of bridges or in roadway pavements.

3.04 SPLICING

- A. Reinforcing bars shall be furnished in full lengths as shown on the Construction Plans and Shop Drawings. Except where shown, splicing will not be permitted without prior written approval from the Engineer.
- B. Where permitted, splices shall conform to the following requirements:
 - 1. The specified concrete cover shall be maintained at lap splices. The spliced bars shall be placed in direct contact with each other and securely tied together.
 - 2. Main bar splices in adjacent bars shall be staggered a minimum of two splice lengths.

SECTION 03200
CONCRETE REINFORCEMENT – Cont'd

- C. Lap splices shall be made so that both bars will be in the same plane parallel with the concrete surface.
- D. Splices shall develop the full strength of bar being spliced.
- E. In all cases, the minimum splice length shall be 36 bar diameters.

END OF SECTION

SECTION 03310

PORTLAND CEMENT CONCRETE

PART 1 GENERAL

1.01 DESCRIPTION

- A. This Section specifies the requirements for Portland cement concrete, including materials, proportioning, batching, mixing, delivering and testing.
- B. Portland cement concrete shall be composed of Portland cement, fine aggregate, coarse aggregate, water and admixtures, as approved, all proportioned and mixed as specified herein.
- C. Classes of Concrete
 - 1. Classes of concrete are designated by a numeral indicating the minimum 28 day compressive strength in pounds per square inch as determined by ASTM C 39.
 - 2. Each class of concrete may consist of one or more mixes determined by the maximum size of aggregate, cement factor and types of admixtures or special aggregates.
 - 3. Each design within a class shall be considered as a specific type and shall require approval prior to use.

1.02 QUALITY ASSURANCE

A. Design Mix

- 1. Once a design mix for any class of concrete is approved, the mix shall not be varied as to source, quantity, quality, grading of materials, proportioning or in any other way.
- 2. All proposed mix changes require a new design mix and the Engineer's approval as specified hereinbefore.

B. Sampling and Testing

- 1. Concrete ingredients shall be sampled prior to use and shall be tested by the Owner's designated Testing Laboratory Service in accordance with the methods specified.

**SECTION 03310
PORTLAND CEMENT CONCRETE – Cont'd**

C. Slump

1. The slump range at point of delivery for concrete shall be maintained within the following limits:
 - a. Portland Cement concrete 2 - 5 inches pavement, pavement base, sidewalk and incidental construction.
 - b. Non-reinforced concrete other than 1 - 4 inches the above.
 - c. Reinforced concrete: 2 - 5 inches

D. Minimum Cement Content

1. Minimum Cement content shall be as follows:

Class	Minimum Cement Content
3,000	470 lb/cu yd
3,600	564 lb/cu yd
4,000	564 lb/cu yd
5,000	611 lb/cu yd

E. Concrete Sampling

1. The Contractor shall furnish concrete required by the independent testing lab for casting specimens and for the specified sampling and testing in accordance with ASTM C 172.

F. Concrete testing listed below shall be performed by the independent testing laboratory as follows unless otherwise directed by the Engineer or Owner:

1. Slump tests (ASTM C 143) and air content tests (ASTM C 173 or C 231, as applicable) for each 50 cubic yards or fraction thereof placed when ambient or concrete temperatures are less than 90°F.
2. Slump tests (ASTM C143) and air content tests (ASTM C 173 or C 231, as applicable) for each 30 cubic yards or fraction thereof placed when ambient or concrete temperatures are 90°F or higher (but not higher than 95°F.)

SECTION 03310
PORTLAND CEMENT CONCRETE – Cont'd

3. Compressive strength tests for all structural concrete shall consist of one set of three standard 6 inch by 12 inch cylinders for each 100 cubic yards or fraction thereof of structural concrete placed each day. The concrete shall be sampled in accordance with ASTM C 172. Concrete test cylinders shall be prepared in accordance with ASTM C 31.8 and tested in accordance with ASTM C 39. Compressive tests shall be performed at the following time intervals.
 - a. First Cylinder - After 7 days of curing
 - b. Second and Third Cylinder - After 28 days of curing

END OF SECTION

SECTION 03370

MEMBRANE CURING

PART 1 GENERAL

1.01 DESCRIPTION

This specification describes the curing of concrete pavement, concrete base, curbs, curb and gutters, sidewalks, driveways, medians, islands, concrete structures and slope paving by the impervious membrane method.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The membrane curing compound shall comply with the "Standard Specification for Liquid Membrane Curing Compounds, for Curing Concrete", ASTM C309.
- B. White pigmentation shall be used on concrete paving.
- C. Red or clear pigmentation shall be used on structures.
- D. The material shall have a minimum flash point of 80°F when tested by the "Pensky-Martin Closed Cup Method", ASTM D93.
- E. The material shall be of such consistency that it can be satisfactorily applied as a fine mist through an atomizing nozzle by means of approved pressure spraying equipment at atmospheric temperatures above 40°F.
- F. The material shall not produce permanent discoloration of concrete surfaces nor react deleteriously with the concrete or its components.
- G. The compound shall not settle out excessively or cake in the container and shall be capable of being mixed to a uniform consistency by moderate stirring.
- H. The compound shall have a daylight reflectance of not less than 60% of that of magnesium oxide.
- I. The compound shall produce a firm, continuous, uniform moisture-impermeable film free from pinholes and shall adhere satisfactorily to the surfaces of damp concrete.
- J. It shall, when applied to the damp concrete at the rate specified by the manufacturer, dry to touch in not more than 4 hours and shall not be tacky or track off concrete after 12 hours.

SECTION 03370
MEMBRANE CURING – Cont'd

- K. It shall adhere in a tenacious film and when sprayed, in a single application at the specified rate on the vertical face of damp concrete, shall not show signs of runs or sags.
- L. The compound shall not disintegrate, check, peel or crack during the required curing period.
- M. The compound shall not peel or pickup under traffic and shall disappear from the surface of the concrete by gradual disintegration.
- N. The permissible percentage moisture loss when tested for water retention shall not exceed 2%, 24 hours after application and 4%, 72 hours after application.
- O. The compound shall be delivered to the job only in the manufacturer's original containers, which shall be clearly labeled with the manufacturer's name, the trade name of the material and a batch number or symbol with which test samples may be correlated.

PART 3 EXECUTION

3.01 APPLICATION

- A. The membrane curing compound shall be applied after the surface finishing has been completed and immediately after the free surface moisture has disappeared.
- B. The surface shall be sealed with a single uniform coating of curing compound applied at a rate of not less than 1 gallon per 180 square feet of area.
- C. The Contractor shall provide satisfactory means and equipment to properly control and check the rate of application of the compound.
- D. The compound shall be thoroughly agitated during its use and shall be applied by means of approved pressure sprayers.
- E. The equipment will be of such design that it will ensure uniform and even application of the membrane material.
- F. The sprayers shall be equipped with satisfactory atomizing nozzles.
- G. For all spraying equipment, the Contractor shall prevent the loss of the compound between the nozzle and the concrete surface during the spraying operations.

**SECTION 03370
MEMBRANE CURING – Cont'd**

- H. The compounds shall not be applied to a dry surface and if the concrete has become dry, it shall be thoroughly moistened prior to application of membrane by fogging or moist application, sprinkling or coarse spraying will not be allowed.
- I. At locations where the coating shows discontinuities, pinholes or other defects, or if rain falls on the newly coated surface before the film has dried sufficiently to resist damage, an additional coat of the compound shall be applied immediately at the same rate of coverage specified herein.
- J. The water-impervious film shall be present at all times during the curing period specified.
 - 1. Dry areas are identifiable because of the lighter color of dry concrete as compared to damp concrete.
 - 2. All suspected areas shall be tested by placing a few drops of water on the suspected areas.
 - 3. If the water stands in rounded beads or small pools which can be blown along the surface of the concrete without wetting the surface, the water-impervious film is present.
 - 4. Should the foregoing test indicate that any area during the curing period is not protected by the required water-impervious film, an additional coat or coats of the compound shall be applied immediately.
 - 5. The rate of application of the membrane compound shall be increased until all areas are uniformly covered by the required water-impervious film.
- K. When temperatures are such as to warrant protection against freezing, curing by this method shall be supplemented with an approved insulating material capable of protecting the concrete for the specified curing period.
- L. If at any time there is a reason to believe that this method of curing is unsatisfactory or is detrimental to the work, the Contractor, when notified, shall immediately cease the use of this method and shall change to curing by one of the other methods specified.

END OF SECTION



**Geotechnical Engineering Study
Road Improvements
City Wide Improvement Projects
City of Dickinson, Texas**

Prepared For

**City of Dickinson
Dickinson, Texas**

Prepared By

**Paradigm Consultants, Inc.
9980 W. Sam Houston Pkwy S.
Houston, Texas
TBPE Reg. No. F-001478**

October 2015



October 5, 2015
Paradigm Project No. 15-1096

Kellis George
Director of Public Works
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**Geotechnical Engineering Study
Road Improvements
City Wide Improvement Projects
City of Dickinson, Texas**

Dear Mr. George:

Paradigm Consultants, Inc. presents this report of our geotechnical study for new paving along several streets in Dickinson, Texas. This study was authorized by a signed agreement on September 8, 2015. The scope of service was in accordance with Paradigm Proposal No. P15-188, dated August 31, 2015.

We appreciate the opportunity to work with you during the design phase of this project. If we may be of further assistance, please call us at your convenience.

Sincerely,

Ronald Gutierrez
Graduate Engineer

Ray Meyer, P.E.
Vice President

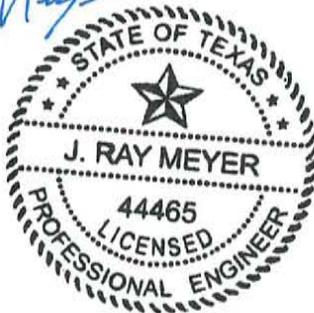


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Important Information about your Geotechnical Engineering Report

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Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely, on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you ASFE-member geotechnical engineer for more information.



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EXECUTIVE SUMMARY

The City of Dickinson retained Paradigm Consultants, Inc. to provide geotechnical design recommendations for the proposed new paving along several streets in Dickinson, Texas. This summary presents selected highlights of our findings and recommendations as a courtesy to the reader. This summary does not present crucial details needed for the proper application of our recommendations. Findings and recommendations of this study are related through the full report only.

The existing pavement section consists of about 1.0 in. of asphalt over 0-in to 4-in of aggregate base. Fill material, fat clay, sandy lean clay, sand, and silty sand were encountered within the 10-ft explored depth. During our field exploration, groundwater was not encountered.

The new paving section may consist of 2-in. thick asphalt pavement over 8-in. cement treated base. The subgrade should be stabilized to 6-in depth. The appropriateness of the recommended stabilizer and application rate should be determined by laboratory tests on samples of the exposed subgrade once the paving subgrade elevation has been achieved. For planning purpose, an application rate of 8% of hydrated lime can be used to stabilize paving subgrade to an 8-in. depth. Texas Department of Transportation (TxDOT) Specifications, Item 265, should be used as procedural guide for placing, mixing, and compacting the stabilizer and the soils.

INTRODUCTION

Paradigm Consultants, Inc. presents this report of our geotechnical study for new paving along several streets in Dickinson, Texas. This study was authorized by a signed agreement on September 8, 2015. The scope of service was in accordance with Paradigm Proposal No. P15-188, dated August 31, 2015.

Project Description

It is our understanding that the city of Dickinson plans to upgrade at least seven existing streets. The streets included in this renovation are listed in the table below.

Road
35 th Street (East of Kansas)
Nebraska Street
Hollywood Street
Gill Road
Johnson Street
Mariner's Way
Pine Oak Circle

Scope of Study

The objectives of this study were to develop design recommendations and construction considerations for the proposed paving and water lines. To accomplish these objectives, our study included the following tasks:

- Drilling and sampling soil borings;
- Recording groundwater if encountered,
- Performing geotechnical laboratory tests to aid in the classification and determine engineering properties of the soils encountered at the site;
- Analyzing the field and laboratory test data to develop geotechnical engineering design recommendations for paving thickness and subgrade preparation; and
- Preparing this report presenting our findings and recommendations.

FIELD EXPLORATION AND LABORATORY TESTING

Our field exploration included drilling and sampling 18 exploratory soil borings. The approximate boring locations are shown on Figures 1 through 7.

Drilling Operations

Paradigm drilled and sampled the soil borings using trailer-mounted drilling equipment. Our field operations were performed in general accordance with American Society for Testing Materials (ASTM D 1452¹ and ASTM D 5783²).

Soil Sampling

Soil was sampled continuously to the complete boring depth. The sampling method is determined based on the anticipated soils.

Cohesive Soil

Soils interpreted to be cohesive soils (clay) during field operations were sampled by hydraulically pushing a 3-in. diameter, thin-walled steel tube a distance of about 24 in. Our field sampling procedures were in general accordance with ASTM D 1587.³ For each recovered sample, our representative extruded the sample in the field, visually classified the soil, and measured the penetration resistance using a pocket penetrometer. A representative portion of the recovered sample was wrapped in aluminum foil and placed in cardboard sleeves for transport to our laboratory.

Cohesionless Soil

Soils interpreted to be cohesionless soils (sand and silt) during field operations were sampled as part of the Standard Penetration Test (SPT) by driving a 2-in. diameter split-barrel sampler. The sampler was driven 18 in. by a 140-lb hammer falling 30 in. in general accordance with the ASTM D 1586.⁴ Our representative recorded the number of blows required to drive the sampler through three consecutive 6-in. intervals. As permitted by ASTM D 1586, sampling was terminated if 50 blows were recorded within any one 6-in. interval. The sum of blows required to penetrate the final 12 in. is the SPT "N" value. For each sample, our representative visually classified the soils within the split-barrel sampler and placed a portion of the recovered sample into a plastic bag for transport to our laboratory.

Laboratory Testing

Paradigm performed geotechnical laboratory tests in general accordance with ASTM methods on selected soil samples to aid in soil classification and to test engineering properties. The test methods performed are presented in Table 1.

Table 1: Laboratory Test Methods

Test Name	Test Method
Moisture Content	ASTM D 2216 ⁵
Amount of Materials in Soils Finer than the No. 200 Sieve	ASTM D 1140 ⁶
Liquid and Plastic Limits and Plasticity Index	ASTM D 4318 ⁷
Unconfined Compressive Strength of Cohesive Soil	ASTM D 2166 ⁸

Boring Logs

Paradigm’s field representative logged each soil boring recording the drilling method, sampling method and interval, and penetration resistance. Details of the stratigraphic conditions encountered at each boring location were recorded on the field log in general accordance with ASTM D 5434.⁹ Identification and descriptions of the soils were based on visual-manual procedures described in ASTM D 2488.¹⁰

The boring logs were developed using the stratigraphic and soil property data obtained during our field exploration and laboratory testing programs. Each log represents our interpretation of general soil and water conditions at the boring location. The boring log includes the type and interval depth for each sample, the corresponding penetration resistance and SPT data, and the results of the index properties and strength testing. Soil classifications were based on the Unified Soil Classification System (ASTM D 2487¹¹). The boring logs and a key to the terms and symbols used on the logs are included in the Appendix.

Unified Soil Classification System

ASTM D 2487 classifies soil as either fine-grained or coarse-grained with the percentage of soil particles finer than the No. 200 sieve size used to differentiate between coarse-grained and fine-grained soil. Clay and silt are fine-grained soils and have 50% or more of their particles finer than the No. 200 sieve size. Gravel and sand are coarse-grained soils and have less than 50% of their particles finer than the No. 200 sieve size.

Clay has a plasticity index (PI) of 4 or greater and the plot of plasticity index versus liquid limit (LL) falls on or above the “A” line of the plasticity chart. Silt typically has a PI less than 4 and the plot of plasticity index versus liquid limit falls below the “A” line of the plasticity chart. For clay and silt, the descriptor “with sand” is used if 15% to 30% of the particles are sand size. If more than 30% of the particles within a clay or silt sample are sand size, the descriptor “sandy” is used. Fat clay has a liquid limit greater than or equal to 50, and lean clay has a liquid limit less than 50. Silty clay (CL-ML) has a PI between 4 and 7.

SURFACE AND SUBSURFACE CONDITIONS

General surface conditions were noted during our field exploration program. Subsurface and groundwater conditions were evaluated by drilling 18 exploratory soil borings, designated as B-1 through B-18 within the project site. Discussions of the site, soil, and groundwater conditions encountered during our field exploration are presented in the following sections.

Surface Conditions

In general, the existing roadway alignment consists of two-lane asphalt roads with an open ditch. The road side ditch is mostly covered with grass.

Existing Asphalt Paving Section

The existing pavement section consists of about 1-in. of asphalt over 0-in. to 4-in. of aggregate base. During our field exploration, groundwater was not encountered. Thicknesses of each layer and detailed classification are included in the boring logs in the Appendix.

Subsurface Soil Conditions

The subsurface soil conditions, based on intercepted soils from 18 exploratory borings, generally consist of fill material, fat clay, sandy lean clay, sand, and silty sand were encountered within the 10-ft explored depth. Additional details of encountered soils with laboratory test results are presented on boring logs in the Appendix.

Groundwater Conditions

During our field exploration, groundwater was not encountered. Short-term water level observations should not be interpreted to represent long-term conditions. Water levels vary seasonally and with climatic conditions.

ROADWAY

Paving Section

The proposed pavement thickness for the various streets using about 100,000 ESAL's as design input is 6 inches for streets in single and multi-family residential areas. Concrete for the roadways should have a minimum compressive strength of 3,500 psi at 28 days. The reinforcing steel (Grade 60) should be No. 4 bars spaced at 18-in. centers. The paving expansion joint spacing should be 60 ft, and the maximum spacing for contraction joints should be 15 ft. Pavement subgrade soils for the concrete paving should be stabilized with hydrated lime to an 8-in. depth. For planning purposes, estimate 6% hydrated lime by dry weight of the subgrade soil.

Subgrade Preparation

Subgrade preparation should extend 2 ft beyond the paving limits. By preparing the subgrade beyond the paving limits, paving edge preparation is ensured. Recommendations for subgrade preparation are as follows:

1. If paving cuts do not remove roots and other vegetation, the exposed subgrade should be stripped to at least 6-in. depth or sufficient depth to remove vegetation, roots, debris, or other unsuitable material. The actual stripping depth may vary.
2. After stripping and before any fill is placed, the exposed paving subgrade should be proofrolled using a rubber-tired vehicle weighing about 20 tons, such as a loaded dump truck or loaded water truck. The geotechnical engineer or a field representative of the engineer should observe proofrolling operations to delineate soft or weak areas that may require remediation.
 1. If fill is needed to adjust the grade for paving, clay excavated from other areas of the site or imported clay having a PI between 12 and 30 may be used. Use of clay meeting more stringent PI requirements is not needed since stabilization of the final subgrade layer is recommended as part of the paving section.
 2. Fill should be placed in maximum 8-in. thick loose lifts. Each lift should be compacted to 95% of the maximum dry density (ASTM D 698¹²). The moisture content of structural fill during placement and compaction should be within 1% dry to 3% wet of the optimum moisture content. The actual band of moisture within which compaction can be achieved should be determined once the moisture-density relation for the fill has been developed. Fill placement should be tested and documented by an experienced field representative of the engineer.
 3. Once the finished subgrade elevation has been achieved, the paving subgrade should be stabilized with hydrated lime (if fill material with a PI range from 12 to 30 is used) to 8-in. depth. The purpose of this treatment is to retard moisture infiltration, increase the subgrade strength and reduce the risk of pumping and loss of subgrade support. If the natural soils make up the subgrade, then an application rate of about 6% may be estimated for planning at this time. The final application rate should be selected based on the actual final subgrade soil.
 4. Stabilized soils should be compacted to at least 95% of the maximum dry density determined by standard effort (ASTM D 698). The moisture content should be at 3% wet of the optimum moisture content. The appropriateness of the recommended stabilizer and application rate should be determined by laboratory tests performed on samples of the exposed subgrade once the paving subgrade elevation has been achieved.

5. Hydrated lime should meet the requirements of Item 260¹³ of the TxDOT *Standard Specifications* for lime treatment method using commercial lime slurry. Stabilized soils should be compacted to at least 95% of the maximum dry density determined by standard effort (ASTM D 698). The moisture content should be within three percentage points of the optimum moisture content.

Pavement Maintenance

Any surface cracks developed should be sealed promptly to achieve the desired paving life. Water penetration into the pavement subgrade leads to paving degradation. Adequate drainage should be provided to prevent or retard influx of surface water from areas surrounding the paving.

LIMITATIONS

Opinions, conclusions, and recommendations presented in this geotechnical engineering report are based on the data obtained from the field and laboratory programs, our interpretation of the data, and information received from our client and construction professionals associated with the project. If changes in the nature, design, or location of the project are made, the opinions, conclusions, and recommendations contained in this report are not valid unless the changes are reviewed by Paradigm and the recommendations included within this report are modified or verified in writing by Paradigm.

The scope of our services did not include environmental assessment, compliance with applicable laws, geologic faults, and wetlands. Our scope did not include the investigation, detection, or design related to the presence of any biological pollutants. The term “biological pollutants” include, and is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

Paradigm Consultants, Inc. is not responsible for any claims, damages, or liability associated with non-compliance with our geotechnical report, interpretation of subsurface data or reuse of the subsurface data or engineering analyses without the express written authorization of Paradigm.

Design Review

Paradigm Consultants, Inc. should review the design drawings and specifications before being released. Our review will confirm that the geotechnical recommendations and construction criteria presented in this report have been correctly interpreted. However, design review is not within the scope of work authorized in this study. We would be pleased to submit a budget for this activity.

Subsurface Variations

The borings indicate subsurface conditions only at the specific locations and time, and only to the depths explored. The borings do not necessarily reflect strata variations that may exist between boring locations. Subsurface conditions, particularly in fills, may differ from those encountered in the borings due to area geologic conditions and previous land use that would not become evident until construction begins.

If a significant variation in subsurface conditions is identified across the site during construction, Paradigm should be informed immediately. We will evaluate our recommendations and provide revised recommendations.

Standard of Care

This study was performed in a manner consistent with the level of care and skill ordinarily exercised by reputable geotechnical engineers practicing contemporaneously in the local area. No warranty or guarantee, expressed or implied, is made or intended.

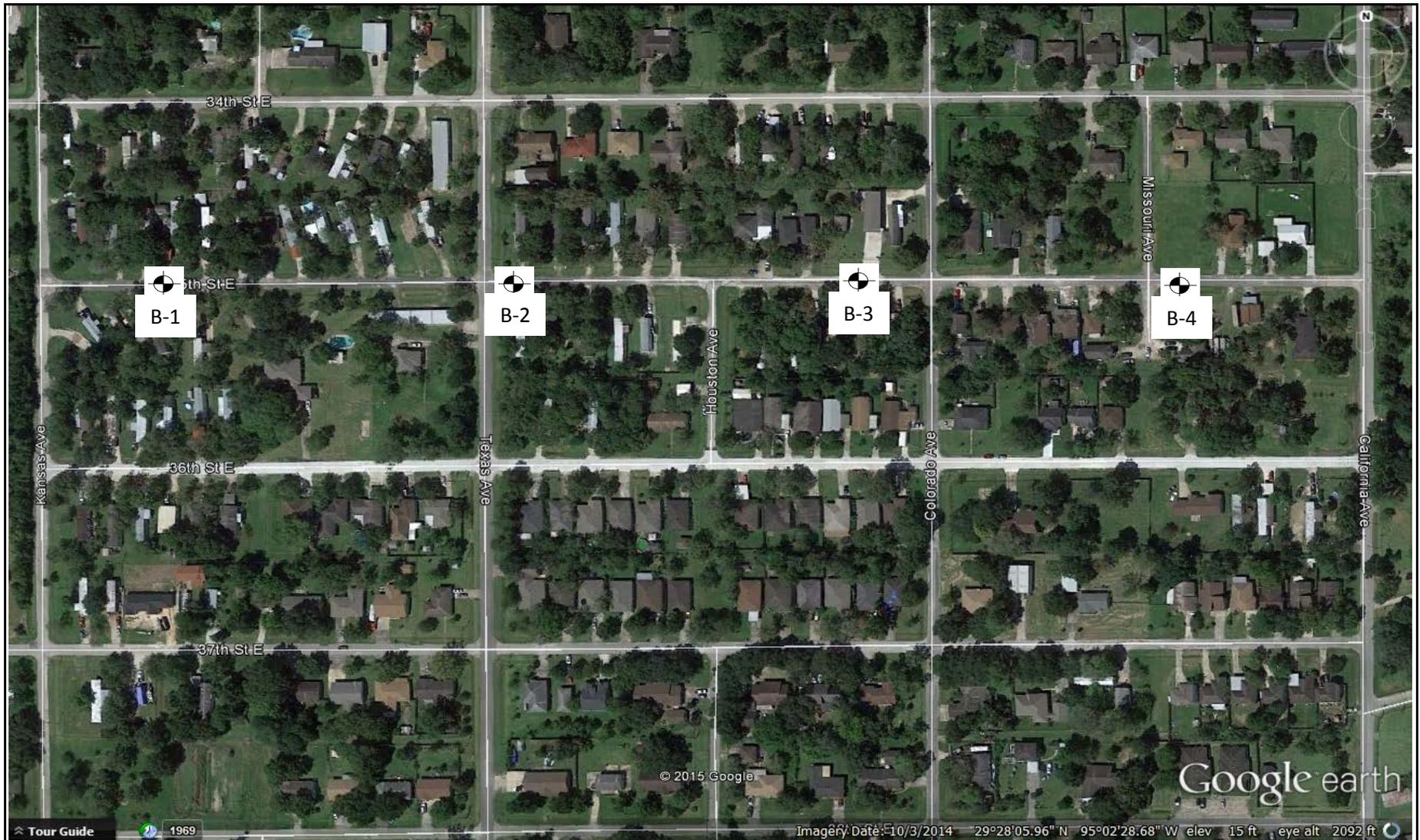
Report Reproduction

Paradigm's report was prepared exclusively for the City of Dickinson and their design team for use in preparing design and construction documents. This report shall not be reproduced or used for any other purpose without Paradigm's express written authorization. If included in construction documents, the report should be provided in its entirety with the caveat that it is included as a construction reference. Specific project requirements including options selected from this report must be obtained from the design drawings and specifications.

REFERENCES

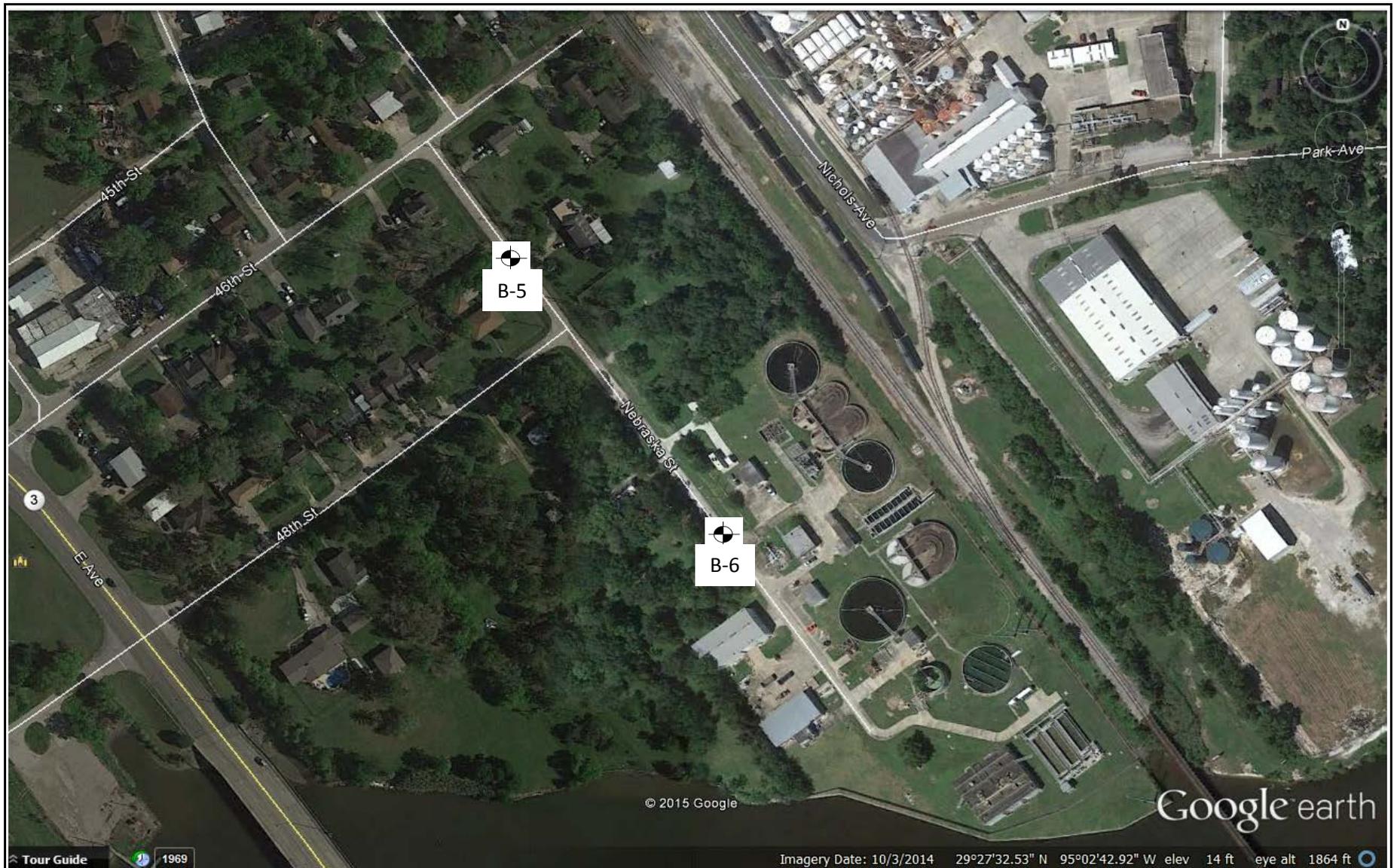
1. ASTM D 1452-09 "Standard Practice for Soil Investigation and Sampling by Auger Borings," Annual Book of ASTM Standards, Part 04.08, ASTM International, West Conshohocken, PA.
2. ASTM D 5783-95 (2006) "Standard Guide for Use of Direct Rotary Drilling with Water-Based Drilling Fluid for Geotechnical Exploration and the Installation of Subsurface Water-Quality Monitoring Devices," Annual Book of ASTM Standards, Part 04.08, ASTM International, West Conshohocken, PA.
3. ASTM D 1587-08 "Practice for Thin-Walled Tube Sampling of Soils for Geotechnical Purposes," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
4. ASTM D 1586-99 "Practice for Penetration Test and Split-Barrel Sampling of Soils," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
5. ASTM D 2216-98 "Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
6. ASTM D 1140-00 "Test Method for Laboratory Determination of Amount of Material in Soils Finer than the No. 200 Sieve," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
7. ASTM D 4318-00 "Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soil," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
8. ASTM D 2166-00 "Unconfined Compressive Strength of Cohesive Soil," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
9. ASTM D 5434-09 "Standard Guide for Field Logging of Subsurface Explorations of Soil and Rock," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
10. ASTM D 2488-09 "Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
11. ASTM D 2487-06e1 "Classification of Soils for Engineering Purposes (Unified Soil Classification System)," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
1. ASTM D 698-07e1 "Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)), " Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.

-
2. TxDOT Item 260-04, Lime Treatment Method (Road-mixed), Standard Specifications on Construction of Highways, Streets and Bridges, Texas Department of Transportation, Austin, TX.



Note: Boring locations are approximate
 Legend:  Boring location

<p style="text-align: center;">STREET IMPROVEMENT 35TH STREET DICKINSON, TEXAS</p>	<p style="text-align: center;">Paradigm Consultants, Inc. 9980 West Sam Houston Parkway South, Suite 500 Houston, Texas 77099</p>
<p style="text-align: center;">CITY OF DICKINSON DICKINSON, TEXAS</p>	<p>PROJECT NO. 15-1096 FIGURE 1</p> <p style="text-align: center;">PLAN OF BORINGS</p>



Note: Boring locations are approximate
 Legend:  Boring location

STREET IMPROVEMENT
 NEBRASKA STREET
 DICKINSON, TEXAS

Paradigm Consultants, Inc.
 9980 West Sam Houston Parkway South, Suite 500
 Houston, Texas 77099

CITY OF DICKINSON
 DICKINSON, TEXAS

PROJECT NO. 15-1096 FIGURE 2
 PLAN OF BORINGS



Note: Boring locations are approximate

Legend:  Boring location

STREET IMPROVEMENT
 PINE OAK CIRCLE
 DICKINSON, TEXAS

Paradigm Consultants, Inc.

9980 West Sam Houston Parkway South, Suite 500
 Houston, Texas 77099

CITY OF DICKINSON
 DICKINSON, TEXAS

PROJECT NO. 15-1096

FIGURE 3

PLAN OF BORINGS



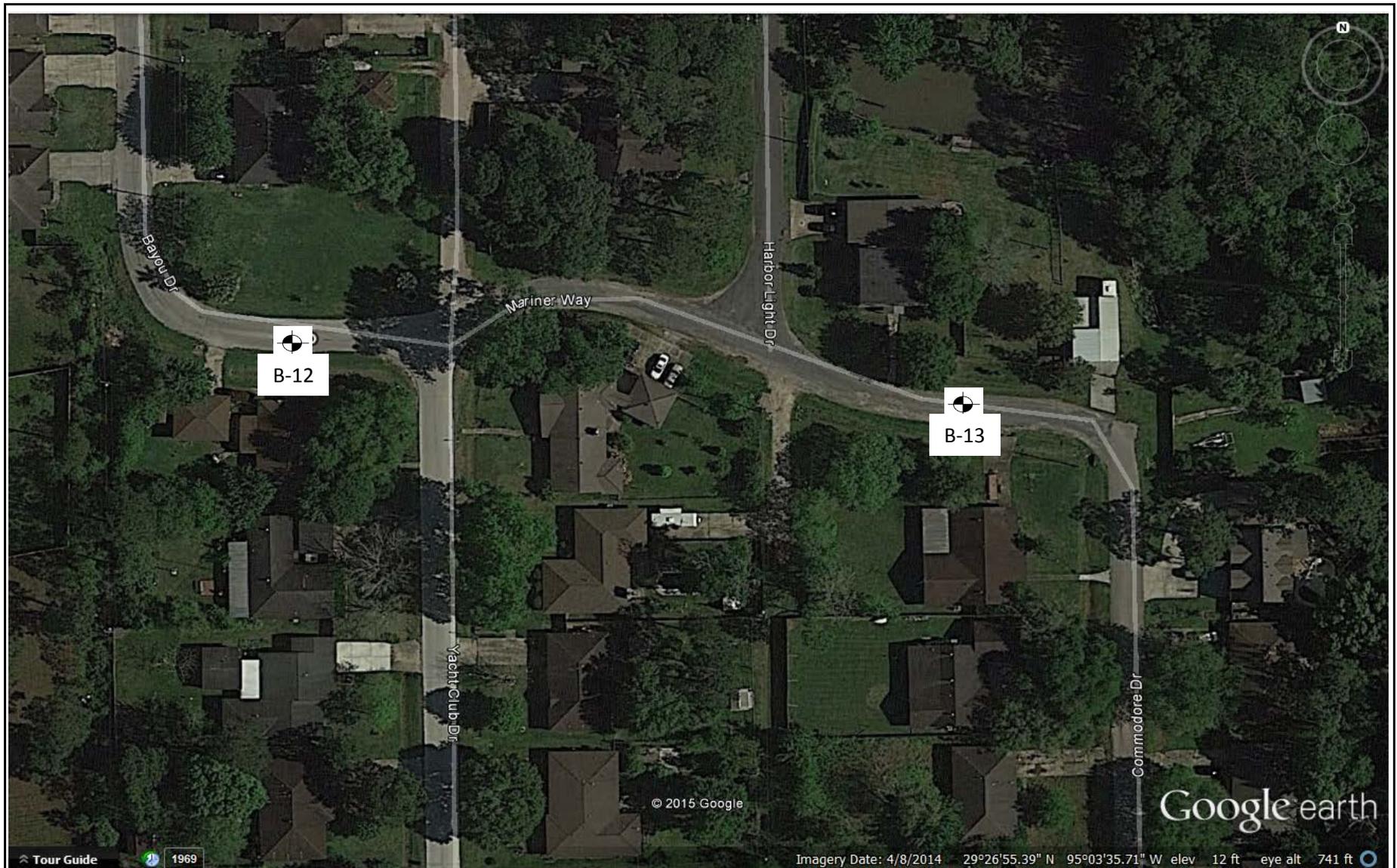
Note: Boring locations are approximate
 Legend:  Boring location

STREET IMPROVEMENT
 GILL ROAD
 DICKINSON, TEXAS

Paradigm Consultants, Inc.
 9980 West Sam Houston Parkway South, Suite 500
 Houston, Texas 77099

CITY OF DICKINSON
 DICKINSON, TEXAS

PROJECT NO. 15-1096 FIGURE 4
 PLAN OF BORINGS



Note: Boring locations are approximate

Legend:  Boring location

STREET IMPROVEMENT
MARINER WAY
DICKINSON, TEXAS

CITY OF DICKINSON
DICKINSON, TEXAS

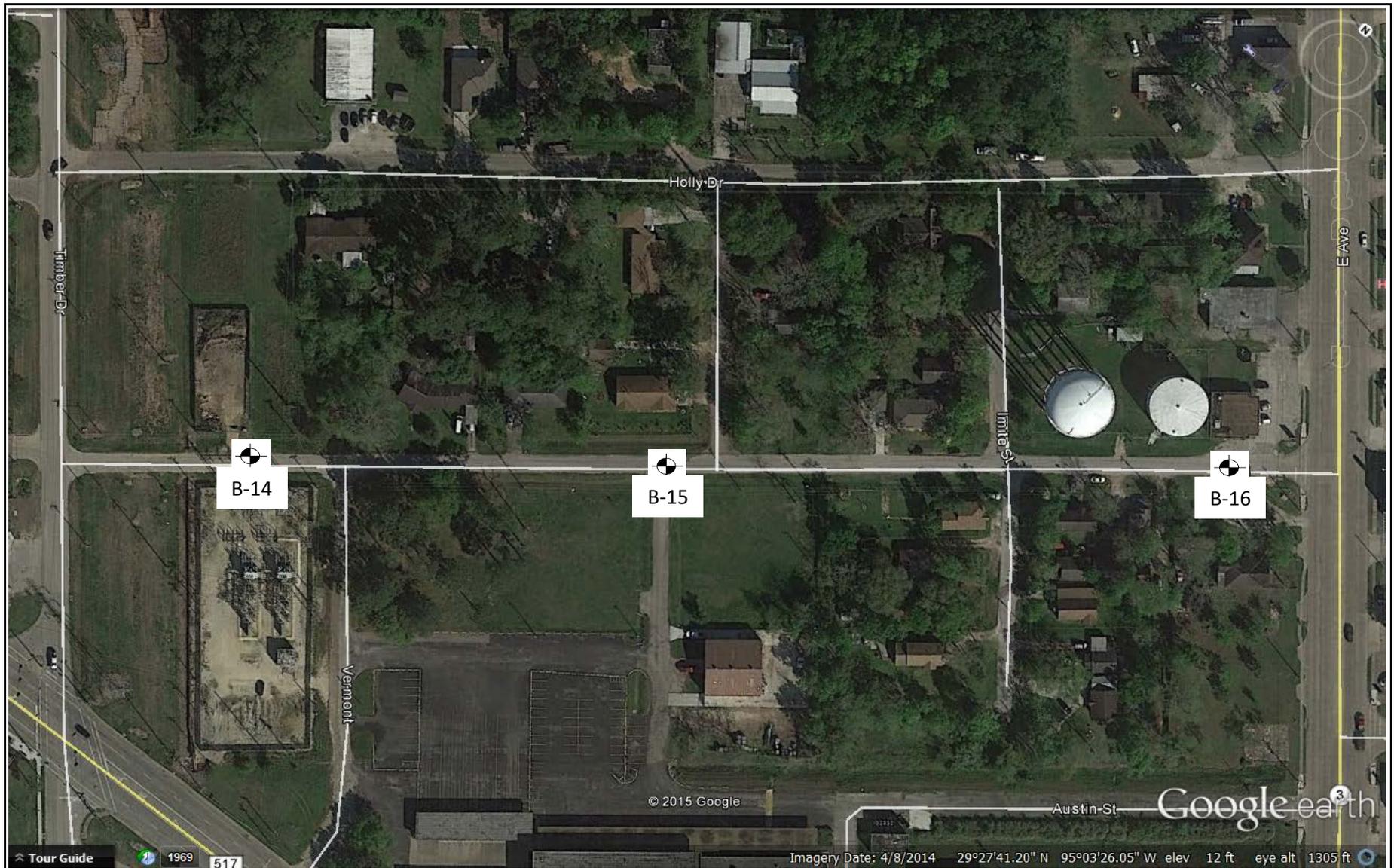
Paradigm Consultants, Inc.

9980 West Sam Houston Parkway South, Suite 500
Houston, Texas 77099

PROJECT NO. 15-1096

FIGURE 5

PLAN OF BORINGS



Note: Boring locations are approximate
 Legend:  Boring location

STREET IMPROVEMENT
 HOLLYWOOD STREET
 DICKINSON, TEXAS

Paradigm Consultants, Inc.
 9980 West Sam Houston Parkway South, Suite 500
 Houston, Texas 77099

CITY OF DICKINSON
 DICKINSON, TEXAS

PROJECT NO. 15-1096 FIGURE 6
 PLAN OF BORINGS



Note: Boring locations are approximate

Legend:  Boring location

<p style="text-align: center;">STREET IMPROVEMENT JOHNSON STREET DICKINSON, TEXAS</p>	<p style="text-align: center;">Paradigm Consultants, Inc. 9980 West Sam Houston Parkway South, Suite 500 Houston, Texas 77099</p>	
<p style="text-align: center;">CITY OF DICKINSON DICKINSON, TEXAS</p>	<p>PROJECT NO. 15-1096</p>	<p style="text-align: right;">FIGURE 7</p>
<p>PLAN OF BORINGS</p>		

Appendix

SOIL BORING LOGS

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 1
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Borehole Water Levels:
						Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						First encountered After elapsed
DESCRIPTION OF STRATUM														
0													ASPHALT PAVING: 1 inch	
1			P = 3.50	21.1		64	24	40					SAND AND GRAVEL BASE WITH LIME: 4 inches	
2			P = 1.50	23.4					103	2270	11.82	Bulge	FAT CLAY (CH): Very stiff to stiff, dark brown, brown and dark gray.	
3														
4			P = 4.5+										SANDY LEAN CLAY (CL): Very stiff to hard, gray and reddish brown.	
5														
6			P = 3.50	21.6									- ferrous stains, 6 to 8 ft.	
7														
8			P = 1.25										SILTY SAND (SM): Reddish brown and light gray.	
9														
10														

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEO TECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 2
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Description of Stratum		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²			Failure Strain, %	Confining Pressure, lb/in ²
						Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						
													Drilling Method(s): Dry-auger drilling: 0 ft to 10 ft	
													Borehole Water Levels: First encountered: None After elapsed:	
													DESCRIPTION OF STRATUM	
													ASPHALT PAVING: 1 inch	
													SAND BASE: 1 inch.	
			P = 2.25										FAT CLAY (CH): Very stiff to stiff, Dark brown and gray with gravel layers.	
	1													
	2		P = 2.00	25.1		63	21	42						
	3													
	4		P = 1.75											
	5													
	6		P = 1.25	30.2					93	1380	5.46		- becoming gray and tan 6 to 8 ft.	
	7													
	8		P = 1.50										- becoming reddish brown and light gray, 8 to 10 ft.	
	9													
	10													

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 3
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA				LABORATORY DATA							Comment	Drilling Method(s):	
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²	Failure Strain, %		Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
													DESCRIPTION OF STRATUM	
													ASPHALT PAVING: 1 inch	
													SAND AND GRAVEL BASE: 3 inches	
			P = 2.00	28.0				93	1540	3.63			FAT CLAY (CH): Firm to stiff, dark brown and gray.	
1													Bulge, Multiple Shear, Slickensided	
2			P = 1.25	32.8		90	26	64					- gravel, 2 to 10 ft.	
3														
4			P = 1.25										- ferrous nodules, 4 to 8 ft.	
5													- becoming reddish brown, tan, and light gray, 4 to 10 ft.	
6			P = 0.50											
7														
8			P = 1.50	27.8									- calcareous nodules, 8 to 10 ft.	
9														
10														

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 4
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA				LABORATORY DATA							Comment	Drilling Method(s):	
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²	Failure Strain, %		Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						LL	PL	PI						Borehole Water Levels: First encountered None After elapsed
DESCRIPTION OF STRATUM														
0													ASPHALT PAVING: 1 inch	
1			P = 4.5+	9.4									SAND AND GRAVEL BASE: 3 inches	
2			P = 3.50										FILL: Brown and white with shells.	
3														
4			P = 1.00	30.7	83	23	60	92	1270	8.71		Bulge, Multiple Shear	FAT CLAY (CH): Firm to stiff, gray, light gray and tan.	
5														
6			P = 1.50										- calcareous nodules, 6 to 10 ft.	
7														
8			P = 0.75	30.5										
9														
10													Borehole terminated at 10-ft depth	

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 6
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTEBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						LL	PL	PI						Borehole Water Levels:
						First encountered		None						After elapsed
DESCRIPTION OF STRATUM														
1													ASPHALT PAVING: 1 inch	
2													FILL: Tan with sandy lean clay.	
3			P = 1.25	29.2		84	27	57					FAT CALY (CH): Stiff to firm, black, gray and reddish brown with calcareous nodules.	
4			P = 1.00	37.8										
5														
6			P = 1.50										- ferrous nodules, 6 to 10 ft.	
7														
8			P = 1.00	37.6					85	830	2.55	Multiple Shear, Slickensided		
9														
10														

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 7
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	DESCRIPTION OF STRATUM		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²			Failure Strain, %	Confining Pressure, lb/in ²
						Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						
1				26.7									ASPHALT PAVING: 1 inch FILL: Dark gray fat clay.	
2		P = 1.25		31.9				90	1200	4.20		Bulge, Multiple Shear	FAT CLAY (CH): Stiff, dark gray and tan.	
3														
4		P = 1.50		31.7		87	26	61					- root fibers, 4 to 6 ft.	
5														
6		P = 1.25												
7														
8		P = 1.75											- calcareous and ferrous stains, 8 to 10 ft.	
9														
10														

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 8
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
DESCRIPTION OF STRATUM														
0													ASPHALT PAVING: 1 inch	
0													SAND AND GRAVEL BASE: 4 inches	
1		P = 1.25	26.8	62	24	38							FAT CLAY (CH): Stiff to hard, dark brown, dark gray and brown. - ferrous nodules, 0 to 4 ft.	
2		P = 2.25												
3														
4		P = 2.0	26.8										- becoming light gray, tan and reddish brown, 4 to 10 ft.	
5													- ferrous stains, 4 to 10 ft.	
6		P = 1.25	30.0											
7														
8		P = 4.25	18.2											
9														
10														

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 9
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTEBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
DESCRIPTION OF STRATUM														
													ASPHALT PAVING: 1 inch	
													SAND AND GRAVEL BASE: 3 inches	
		P = 2.5											FAT CLAY (CH): Very stiff to firm, Dark gray, gray. - calcareous nodules, 0 to 2 ft.	
	1													
	2	P = 1	23.8	61	18	43								
	3												- ferrous stains, 4 to 10 ft.	
	4	P = .05	25.6										- becoming tan and reddish brown, 4 to 10 ft.	
	5													
	6	P = .05	30.4										- calcareous nodules, 6 to 8 ft.	
	7													
	8	P = 1.5	21.0											
	9													
	10													

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 10
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Borehole Water Levels:
						LL	PL	PI						First encountered None After elapsed
DESCRIPTION OF STRATUM														
													ASPHALT PAVING: 1 inch	
													SAND AND GRAVEL BASE: 3 inches	
	1	P = 2	27.0	60	26	34							FAT CLAY (CH): Stiff to firm, dark gray, gray and reddish brown.	
	2	P = 1.5												
	3													
	4	P = 1.25	26.9											
	5													
	6	P = 1	13.3										- calcareous nodules, 6 to 8 ft.	
	7													
	8	P = 0.75	32.2										- ferrous stains, 8 to 10 ft.	
	9													
	10													
Remarks:											Borehole terminated at 10-ft depth			

03GEO/TECH 1 15-1096 BORING LOG.GPJ 05 GEO/TECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 11
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
DESCRIPTION OF STRATUM														
													ASPHALT PAVING: 1 inch	
													SAND AND GRAVEL BASE: 3 inches	
		P = 1.75											FAT CLAY (CH): Dark gray, and tan.	
1														
2		P = 1.75	23.9	59	21	38								
3														
4		P = 1	27.0										- becoming gray and reddish brown, 4 to 10 ft.	
5													- ferrous stains, 4 to 10 ft.	
6		P = 4.5+	17.8										- calcareous nodules, 6 to 10 ft.	
7														
8		P = 2.5	17.7											
9														
10														

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 12
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
DESCRIPTION OF STRATUM														
													ASPHALT PAVING: 1 inch	
													SAND AND GRAVEL BASE: 4 inches	
													FAT CLAY (CH): Stiff to firm, Dark gray, and gray. - calcareous nodules, 0 to 4 ft.	
	1	P = 1.5	26.4	59	21	38								
	2	P = 1.0	38.0				82	860	3.60	Bulge, Multiple Shear, Slickensided				
	3													
	4	P = 0.5	36.2										- ferrous stains, 4 to 6 ft.	
	5													
	6	P = 0.75	37.2										- becoming tan and reddish brown, 6 to 10 ft.	
	7													
	8	P = 1.5	35.0										- ferrous stains, 8 to 10 ft.	
	9													
	10													

Remarks: Borehole terminated at 10-ft depth

03GEO/TECH1 15-1096 BORING LOG.GPJ 05 GEO/TECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 13
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA				LABORATORY DATA							Comment	Description of Stratum	
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²	Failure Strain, %			Confining Pressure, lb/in ²
						Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						
0													ASPHALT PAVING: 1 inch	
0													SAND AND GRAVEL BASE: 2 inches	
1		P = 2.0		35.2									FAT CLAY (CH): Very stiff to firm, light brown and dark brown. - calcareous nodules, 0 to 2 ft.	
2		P = 1.75		33.7				88	1200	2.87		Single Shear, Slickensided		
3														
4		P = 1.75		33.0		95	28	67					- becoming dark gray, tan and light gray, 4 to 10 ft.	
5														
6		P = 1.5		35.2									- ferrous stains, 6 to 10 ft.	
7														
8		P = 1.25		36.0										
9														
10														

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 14
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Borehole Water Levels:
						Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						First encountered None After elapsed
DESCRIPTION OF STRATUM														
0													ASPHALT PAVING: 1 inch	
0													SAND AND GRAVEL BASE: 3 inches	
1		P = 3.0	26.2					99	1580	11.96		Bulge, Multiple Shear	FAT CLAY (CH): Very stiff to stiff, dark gray, and tan.	
2		P = 1.75	24.1			55	20	35						
3														
4		P = 1.25	26.5											
5														
6		P = 1.50	26.1										- ferrous stains, 6 to 8 ft.	
7													- becoming gray and reddish brown, 6 to 10 ft.	
8		P = 1.50	23.5										- calcareous nodules, 8 to 10 ft.	
9														
10														

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 15
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
												DESCRIPTION OF STRATUM		
													ASPHALT PAVING: 1 inch	
													SAND AND GRAVEL BASE: 4 inches	
													FAT CLAY (CH): Stiff, dark gray and tan.	
	1	P = 1.25	27.5	61	22	39							- calcareous nodules, 0 to 2 ft.	
	2	P = 1	28.0											
	3													
	4	P = 1.25	28.1				97	1540	15.41	Bulge, Multiple Shear				
	5													
	6	P = 1	33.8										- becoming gray, reddish brown and light gray with ferrous stains, 6 to 10 ft.	
	7													
	8	P = 1.25	28.6											
	9													
	10													

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 16
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA		LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Borehole Water Levels:
					Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						First encountered
													After elapsed
DESCRIPTION OF STRATUM													
1			23.6									ASPHALT PAVING: 1 inch FILL: Dark gray fat clay	
2	P = 0.75		29.7	61	20	41						FAT CLAY (CH): Firm to very stiff, dark gray and tan. - petroleum odor, 2 to 6 ft.	
4	P = 1.25		28.5				98	1220	8.45	Bulge, Multiple Shear			
6	P = 2.5		23.3									- becoming light brown and gray, 6 to 10 ft.	
8	P = 2.75		24.7									- calcareous stains, 6 to 10 ft.	
10												Borehole terminated at 10-ft depth	

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 17
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Borehole Water Levels:
						Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						First encountered After elapsed
DESCRIPTION OF STRATUM														
0													ASPHALT PAVING: 1 inch	
1													SAND AND GRAVEL BASE: 4 inches	
2													FAT CLAY (CH): Brown with calcareous nodules.	
3													SANDY LEAN CLAY (CL): Tan and reddish brown.	
4		P = 1.5		20.3			18						- calcareous nodules, 2 to 6 ft.	
5													- becoming light brown and light gray, 4 to 8 ft.	
6		P = 2.25		23.1										
7														
8		P = 1.25		20.0				114	2300	14.60	Bulge			
9														
10		P = 2		16.9									SAND (SP): Light gray and reddish brown.	
11														
12														
13														
14														
15														
16														
17														
18														
19														
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99														
100														

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEO TECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 18
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	DESCRIPTION OF STRATUM		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²			Failure Strain, %	Confining Pressure, lb/in ²
						Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						
1													ASPHALT PAVING: 1 inch SAND AND GRAVEL BASE: 3 inches FAT CLAY (CH): Stiff, brown, gray and reddish brown,	
2		P = 1.5	22.5	55	19	36	106	2020	14.56	Bulge				
4		P = 2.0	18.1										SANDY LEAN CLAY (CL): Light gray and reddish brown.	
6		P = 3.0	20.2										- calcareous nodules, 4 to 6 ft.	
8		P = 1.5	19.7										- ferrous stains, 8 to 10 ft.	
10														

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

KEY TO BORING LOG TERMS AND SYMBOLS

MATERIAL SYMBOLS

 Fat Clay (CH)	 Lean Clay (CL)	 Sandy Lean Clay (CL)	 Silty Clay (CL-ML)	 Silt (ML)
 Sandy Silt (ML)	 Elastic Silt (MH)	 Organic Clay or Silt (OH) High Plasticity	 Organic Clay or Silt (OL) Low Plasticity	 Peat (PT)
 Well Graded Sand (SW)	 Poorly Graded Sand (SP)	 Silty Sand (SM)	 Clayey Sand (SC)	 Well Graded Gravel (GW)
 Poorly Graded Gravel (GP)	 Silty Gravel (GM)	 Clayey Gravel (GC)	 Fill	 Asphalt
	 Base		 Concrete	

SAMPLER SYMBOLS

 Auger	 Thin-walled tube	 Split barrel	 Core	 No recovery
---	--	--	--	---

STANDARD PENETRATION TEST (SPT)

N = 25	The sampler was seated 6 in. with blows from a 140-lb hammer then 25 blows were required to advance the sampler through the two 6-in. intervals of the test. The "N" value is the sum of the blows needed to penetrate the final 12 in.
12, 26, 50/3"	The sampler was seated 6 in. by 12 blows from a 140-lb hammer then 76 blows were required to advance the sampler a distance of 9 in. Full penetration of 12 in. below the seating interval could not be achieved before the 50 blow limit was recorded in one interval.
50/4"	Sampler was driven 4 in. of the 6-in. seating interval by blows of a 140-lb hammer before the 50 blow limit was reached.

WATER SYMBOLS

	Depth where water was first encountered during drilling
	Depth where water was encountered within the open borehole after completion of drilling (see log for elapsed time)

DESCRIPTIVE TERMS

Fine-Grained (Major portion passing No. 200 sieve) Silt and Clay			Coarse-Grained (Major portion retained on No. 200 sieve) Gravel and Sand		
<u>Consistency</u>	<u>Undrained Shear Strength, ksf</u>	<u>SPT "N" Value</u>	<u>Description</u>	<u>Relative Density</u>	<u>SPT "N" Value</u>
Very soft	Less than 0.25	Less than 2	Very loose	0 to 15%	Less than 4
Soft	0.25 to 0.50	2 to 4	Loose	15% to 35%	4 to 10
Firm	0.50 to 1.00	4 to 8	Medium dense	35% to 65%	10 to 30
Stiff	1.00 to 2.00	9 to 15	Dense	65% to 85%	30 to 50
Very stiff	2.00 to 4.00	15 to 30	Very dense	85% to 100%	Greater than 50
Hard	Greater than 4.00	Greater than 31			

PCI's geotechnical engineer reviewed and compiled the field and laboratory data to develop each boring log. Each log represents our interpretation of general soil and water conditions at the boring location. Strata lines on the log may be transitional and are approximate in nature. Water levels refer only to those conditions observed at the time and location indicated.

DIVIDER PAGE



EMAIL NOTIFICATION

NUMBER OF PAGES: 17

This transmission notifies prospective bidders that an addendum has been issued on the project named below. If you received this email in error, immediately call IDS Engineering Group. If you are a prospective bidder but did not receive all pages or found pages illegible, contact IDS Engineering Group by telephone. If the transmission is received in order, **please sign below in the appropriate place and return this page by email as confirmation.**

IDS ENGINEERING GROUP TELEPHONE 713.462.3178

IDS ENGINEERING GROUP CONSTRUCTION DEPT. CONFIRMATION:
email: jwright@idseg.com

Obtain Addendum from IDS Engineering Group at 13430 Northwest Freeway, Suite 700, Houston, Texas 77040 or www.CivCastUSA.com

ADDENDUM NO. 1

Date of Addendum: January 18, 2016

PROJECT NAME: Dickinson Street Rehabilitation 2016, 35th Street from Kansas Ave. to California Ave., Nebraska Street from 46th Street to WWTP, and Johnson Street from Dead End North of Lobenstein Ln to Dead End South of Lobenstein Ln; City of Dickinson, Galveston County, Texas

JOB NO: 1601-01 / 1841-010-01, Contract No. 1

BID DATE: **January 20, 2016 (Wednesday);** The bid time is 10:00 a.m.

FROM: Richard A. Fuller, P.E.
IDS Engineering Group
TBPE F-002726 TBPLS 10110700
13430 Northwest Freeway, Suite 700
Houston, Texas 77040



[Handwritten Signature] 1/17/16
(Engineer's Signature) (Date)

Please direct all questions to www.CivCastUSA.com

CONFIRMATION: _____
OF EMAIL (Name) (Company) (Date)

PROJECT NAME: Dickinson Street Rehabilitation 2016, 35th Street from Kansas Ave. to California Ave., Nebraska Street from 46th Street to WWTP, and Johnson Street from Dead End North of Lobenstein Ln to Dead End South of Lobenstein Ln; City of Dickinson, Galveston County, Texas

JOB NO: 1601-01 / 1841-010-01, Contract No. 1

ADDENDUM INSTRUCTIONS

This Addendum forms a part of the Contract Documents. Please initial the last page of the Bid Sheet to acknowledge receipt of this Addendum.

Item No. 1: COVER SHEET

The Cover Sheet of the Contract Documents is hereby removed and replaced with the attached page marked Addendum No. 1

Item No. 2: INVITATION TO BID

The Invitation to Bid is hereby revised to add the following paragraph:

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Dickinson or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Item No. 3 INSTRUCTIONS TO BIDDERS

The Instructions to Bidders is hereby revised to add the following paragraph No. 42:

42. Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the City may not award a contract to a bidder unless the bidder has provided to the City a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City with the bid package. Following the award of the contract, the City will notify the TEC of the receipt of each completed TEC Form 1295, and the completed form will be on the TEC's website and will be accessible by the public. The City reserves the right to reject any bid that does not comply with the requirements prescribed herein or to waive any such requirements. For purposes of completing the TEC Form 1295, the entity's name is City of Dickinson and the contract ID number is 1601-01. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

PROJECT NAME: Dickinson Street Rehabilitation 2016, 35th Street from Kansas Ave. to California Ave., Nebraska Street from 46th Street to WWTP, and Johnson Street from Dead End North of Lobenstein Ln to Dead End South of Lobenstein Ln; City of Dickinson, Galveston County, Texas

JOB NO: 1601-01 / 1841-010-01, Contract No. 1

Item No. 4 Bid Form

All pages of the Bid Form have been revised and replaced by the attached pages marked Addendum No. 1.

Revisions include:

Former Item Nos. 20, 44, and 66 - items deleted
Item Nos. 20, 21, 22, 46, 47, 48, 70, 71, and 72 – new items
Minimum bid price has been added to all Extra Work Items

Item No. 5 Technical Specifications

The Table of Contents of the Technical Specifications is hereby revised and replaced with the attached page marked Addendum No. 1.

Specification No. 01312 – Coordination and Meetings is hereby added to the Contract Documents by the attached pages marked Addendum No. 1.

Specification No. 01325 – Construction Schedule is hereby added to the Contract Documents by the attached pages marked Addendum No. 1

END OF ADDENDUM NO. 1

**COMPETITIVE SEALED BID #1601-01
CITY OF DICKINSON, TEXAS**



DICKINSON STREET REHABILITATION 2016

**35TH STREET FROM KANSAS AVE. TO CALIFORNIA AVE.,
NEBRASKA STREET FROM 46TH STREET TO WWTP, AND
JOHNSON STREET FROM DEAD END NORTH OF LOBENSTEIN LN TO
DEAD END SOUTH OF LOBENSTEIN LN**

COMPETITIVE SEALED BID #1601-01

COMPETITIVE SEALED BID # 1601-01
DICKINSON STREET REHABILITATION 2016
35TH STREET FROM KANSAS AVE. TO CALIFORNIA AVE.,
NEBRASKA STREET FROM 46TH STREET TO WWTP, AND
JOHNSON STREET FROM DEAD END NORTH OF LOBENSTIEN LN TO DEAD END SOUTH OF LOBENSTEIN LN

Page 1

Addendum No. 1

CITY OF DICKINSON, TEXAS

BID FORM

COMPETITIVE SEALED BID # 1601-01

**CITY OF DICKINSON
2016 STREET REHABILITATION
35TH STREET FROM KANSAS AVE. TO CALIFORNIA AVE.
NEBRASKA STREET FROM 46TH STREET TO WWTP
JOHNSON STREET FROM DEAD END NORTH OF LOBENSTEIN LANE TO
DEAD END SOUTH OF LOBENSTEIN LANE**

GENERAL ITEMS (all streets):					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
1	Mobilization	L.S.	1	\$ _____	\$ _____
2	Traffic Control Plan	L.S.	1	\$ _____	\$ _____
General Items (all streets):					\$ _____
35TH STREET EARTHWORK ITEMS:					
3	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	24	\$ _____	\$ _____
Subtotal 35 th Street Earthwork Items:					\$ _____
35TH STREET PAVING ITEMS:					
4	Remove and dispose driveway, All types, All Thicknesses	S.Y.	2,128	\$ _____	\$ _____
5	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	5,743	\$ _____	\$ _____
6	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	6,778	\$ _____	\$ _____
7	Furnish Lime (8%), Complete in Place	TON	196	\$ _____	\$ _____
8	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	2,809	\$ _____	\$ _____
9	Relocate R1-1 Stop Sign with Street Name Signs, Complete in Place	EA	1	\$ _____	\$ _____
10	Asphalt transition: 2" HMAc Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	123	\$ _____	\$ _____
Subtotal 35 th Street Paving Items:					\$ _____

35TH STREET EROSION CONTROL ITEMS:					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
11	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ _____	\$ _____
12	Furnish and Install Sodding, Complete in Place	S.Y.	1,396	\$ _____	\$ _____
Subtotal 35 th Street Erosion Control Items:					\$ _____
35TH STREET MISCELLANEOUS ITEMS:					
13	Adjust Manhole to Finished Grade	EA.	1	\$ _____	\$ _____
Subtotal 35 th Street Miscellaneous Items:					\$ _____
35TH STREET EXTRA WORK ITEMS:					
14	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____ *(\$44.00)	\$ _____
15	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	422	\$ _____ *(\$69.00)	\$ _____
16	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	1,017	\$ _____ *(\$4.00)	\$ _____
17	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____ *(\$10.00)	\$ _____
18	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____ *(\$440.00)	\$ _____
19	Adjust Water Line, All Sizes, Complete in Place	LF	100	\$ _____ *(\$50.00)	\$ _____
20	Lower 12-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ _____ *(\$90.00)	\$ _____
21	Lower 18-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ _____ *(\$95.00)	\$ _____
22	Lower 24-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ _____ *(\$110.00)	\$ _____
23	Adjust sanitary sewer pipe, All sizes, Complete in Place	EA	10	\$ _____ *(\$75.00)	\$ _____
24	Adjust Fire Hydrant to Finished Grade	EA.	2	\$ _____ *(\$1,000.00)	\$ _____
25	Adjust Water Valve to Finished Grade	EA.	10	\$ _____ *(\$500.00)	\$ _____
26	Adjust Water Service Line, All Sizes	EA.	10	\$ _____ *(\$1,200.00)	\$ _____
27	Adjust Water Meter to Finished Grade	EA.	10	\$ _____ *(\$500.00)	\$ _____
Subtotal 35 th Street Extra Work Items:					\$ _____
Subtotal 35th Street All Items + General Items:					\$ _____

*Minimum allowable bid price. Bidder may choose to quote a higher price.

NEBRASKA STREET EARTHWORK ITEMS:					
28	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	9	\$ _____	\$ _____
Subtotal Nebraska Street Earthwork Items:					\$ _____
NEBRASKA STREET PAVING ITEMS:					
29	Remove and dispose driveway, All types, All Thicknesses	S.Y.	414	\$ _____	\$ _____
30	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	1,983	\$ _____	\$ _____
31	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	2,346	\$ _____	\$ _____
32	Furnish Lime (8%), Complete in Place	TON	68	\$ _____	\$ _____
33	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	401	\$ _____	\$ _____
34	Relocate R1-1 Stop Sign with Street Name Signs, Complete in Place	EA.	2	\$ _____	\$ _____
35	Asphalt transition: 2" HMAC Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	29	\$ _____	\$ _____
Subtotal Nebraska Street Paving Items:					\$ _____
NEBRASKA STREET EROSION CONTROL ITEMS:					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
36	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ _____	\$ _____
37	Furnish and Install Sodding, Complete in Place	S.Y.	425	\$ _____	\$ _____
Subtotal Nebraska Street Erosion Control Items:					\$ _____

NEBRASKA STREET WATER LINE ITEMS:					
38	Adjust Water Valve to Finished Grade	EA.	1	\$ _____	\$ _____
Subtotal Nebraska Street Water Line Items:					\$ _____
NEBRASKA STREET MISCELLANEOUS ITEMS:					
39	Adjust Manhole to Finished Grade	EA.	3	\$ _____	\$ _____
Subtotal Nebraska Street Miscellaneous Items:					\$ _____
NEBRASKA STREET EXTRA WORK ITEMS:					
40	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____ *(\$44.00)	\$ _____
41	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	61	\$ _____ *(\$69.00)	\$ _____
42	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	352	\$ _____ *(\$4.00)	\$ _____
43	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____ *(\$10.00)	\$ _____
44	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____ *(\$440.00)	\$ _____
45	Adjust Water Line, All Sizes, Complete in Place	LF	100	\$ _____ *(\$50.00)	\$ _____
46	Lower 12-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ _____ *(\$90.00)	\$ _____
47	Lower 18-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ _____ *(\$95.00)	\$ _____
48	Lower 24-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ _____ *(\$110.00)	\$ _____
49	Adjust sanitary sewer pipe, All Sizes, Complete in Place	L.F.	100	\$ _____ *(\$75.00)	\$ _____
50	Adjust water service line, All Sizes	EA.	10	\$ _____ *(\$1,200.00)	\$ _____
51	Adjust water meter to finished grade	EA.	10	\$ _____ *(\$500.00)	\$ _____
Subtotal Nebraska Street Extra Work Items:					\$ _____
Subtotal Nebraska Street All Items:					\$ _____

*Minimum allowable bid price. Bidder may choose to quote a higher price.

JOHNSON STREET EARTHWORK ITEMS:					
52	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	8	\$ _____	\$ _____
Subtotal Johnson Street Earthwork Items:					\$ _____
JOHNSON STREET PAVING ITEMS:					
53	Remove and dispose driveway, All types, All Thicknesses	S.Y.	496	\$ _____	\$ _____
54	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	1,789	\$ _____	\$ _____
55	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	2,135	\$ _____	\$ _____
56	Furnish Lime (8%), Complete in Place	TON	62	\$ _____	\$ _____
57	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	403	\$ _____	\$ _____
58	Relocate R1-1 Stop Sign with Street Name Signs, Complete in Place	EA.	2	\$ _____	\$ _____
59	Asphalt transition: 2" HMA Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	30	\$ _____	\$ _____
Subtotal Johnson Street Paving Items:					\$ _____
JOHNSON STREET EROSION CONTROL ITEMS:					
60	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans. Complete in Place	L.S.	1	\$ _____	\$ _____
61	Furnish and Install Sodding, Complete in Place	S.Y.	350	\$ _____	\$ _____
Subtotal Johnson Street Erosion Control Items:					\$ _____
JOHNSON STREET WATER LINE ITEMS:					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
62	Adjust Water Valve to Finished Grade	EA.	1	\$ _____	\$ _____
Subtotal Johnson Street Water Line Items:					\$ _____
JOHNSON STREET MISCELLANEOUS ITEMS:					
63	Adjust Manhole to Finished Grade	EA.	1	\$ _____	\$ _____
Subtotal Johnson Street Miscellaneous Items:					\$ _____

JOHNSON STREET EXTRA WORK ITEMS:					
64	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____ *(\$44.00)	\$ _____
65	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	61	\$ _____ *(\$69.00)	\$ _____
66	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	321	\$ _____ *(\$4.00)	\$ _____
67	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____ *(\$10.00)	\$ _____
68	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____ *(\$440.00)	\$ _____
69	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ _____ *(\$50.00)	\$ _____
70	Lower 12-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ _____ *(\$90.00)	\$ _____
71	Lower 18-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ _____ *(\$95.00)	\$ _____
72	Lower 24-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ _____ *(\$110.00)	\$ _____
73	Adjust sanitary sewer pipe, All Sizes, Complete in Place	L.F.	100	\$ _____ *(\$75.00)	\$ _____
74	Adjust Water Service Line, All Sizes, Complete in Place	EA.	10	\$ _____ *(\$1,200.00)	\$ _____
75	Adjust Water Meter to Finished Grade	EA.	10	\$ _____ *(\$500.00)	\$ _____
Subtotal Johnson Street Extra Work Items:					\$ _____

*Minimum allowable bid price. Bidder may choose to quote a higher price.

Subtotal 35 th Street All Items + General Items:	\$ _____
Subtotal Nebraska Street All Items:	\$ _____
Subtotal Johnson Street All Items:	\$ _____

Grand Total 35th Street + General Items, Nebraska Street, and Johnson Street All Items:	\$ _____
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TECHNICAL SPECIFICATIONS TABLE OF CONTENTS

Governing Specifications

All construction included in this project shall be completed in accordance with the current City of Dickinson Standard Specifications for Construction and supplemented with current City of Houston and Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges. The City of Dickinson Specifications are included in this manual. Bidders and Contractors can access the City of Houston standard specifications (which are listed below in bold or mentioned by reference herein) on the COH website at <http://edocs.publicworks.houstontx.gov/engineering-and-construction/specifications.html>. All references to City of Houston Division 1 specifications within standard City of Houston specifications included herein shall be considered to reference applicable portions of this contract. TxDOT standard specifications which are not listed below or mentioned by reference herein can be accessed on the TxDOT website at <ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>. The proposed construction is subject to the following, but not limited to the specifications listed below:

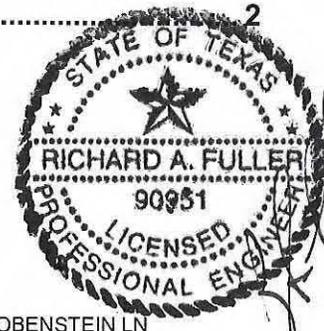
<u>TxDOT</u>		<u>NO. OF</u>
<u>SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
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105	Removing Stabilized Base and Asphalt Pavement	1
216	Proof Rolling	1
260	Lime Treatment (Road-mixed)	7

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<u>SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
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01325	Construction Schedule	4
01330	Submittals Procedures	4
02105	Storm Water Pollution Prevention Plan (with attachment).....	5
02200	Mobilization	2
02315	Roadway Excavation	4
02319	Borrow.....	2
02510	Portland Cement Concrete Paving.....	6
02922	Sod	2
03200	Concrete Reinforcement	5
03310	Portland Cement Concrete.....	3
03370	Membrane Curing	3

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01578	Control of Ground Water and Surface Water.....	10
02086	Adjusting Manholes, Inlets, and Valve Boxes to Grade	3
02911	Topsoil	2



TBPE F-002726 TBPLS 10110700
13333 Northwest Freeway, Suite 300, Houston, TX 77040
T 713-462-3178



COMPETITIVE SEALED BID # 1601-01
DICKINSON STREET REHABILITATION 2016
35TH STREET FROM KANSAS AVE. TO CALIFORNIA AVE.,
NEBRASKA STREET FROM 46TH STREET TO WWTP, AND
JOHNSON STREET FROM DEAD END NORTH OF LOBENSTEIN LN TO DEAD END SOUTH OF LOBENSTEIN LN

SECTION 01312

COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General coordination including pre-construction meeting and progress meetings.

1.02 COORDINATION OF DOCUMENTS

Coordination is required throughout documents. Refer to Contract documents and coordinate as necessary.

1.03 CONTRACTOR COORDINATION

- A. Coordinate scheduling, submittals, and work of various Specification sections to assure efficient and orderly sequence of Installation of interdependent construction elements.
- B. Coordination completion and clean up of the Work prior to the Date of Substantial Completion and for portions of the Work designated for City's partial occupancy.
- C. Coordinate access to the site for correction of nonconforming work to minimize disruption of the City's activities where the City is in partial occupancy.

1.04 PRE-CONSTRUCTION MEETING

- A. Engineer will schedule pre-construction meeting.
- B. Attendance Required: City representatives, Design Consultant, special consultants as required by Engineer, Contractor, and major Subcontractors and Suppliers.
 - 1. Schedule submittals well in advance of the need for construction products. Allow time for delivery of products after submittal approval.
 - 2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. Allow a minimum of 30 days for initial review. Project manager will review and return submittals to Contractor as expeditiously as possible but time required for review will vary depending on complexity and quantity of data submitted.

SECTION 01330
SUBMITTAL PROCEDURES – Cont'd

1.05 PROGRESS MEETINGS

- A. Hold meetings at Project field office or other location designated by Engineer. Hold meetings at monthly intervals, or more frequently when directed by Engineer.
- B. Attendance Required: Superintendent, major Subcontractors and Suppliers, City representatives, Design Consultant and its subconsultants as appropriate for agenda topics for each meeting.
- C. Engineer will make arrangements for meetings, and for recording minutes.
- D. Engineer will prepare the agenda and preside at meetings.
- E. Provide required information and be prepared to discuss each agenda item.
- F. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of construction schedule, pay estimates, cash flow curve, payroll, and compliance submittals.
 - 3. Field observations, problems, and necessary decisions.
 - 4. Identification of problems that impede planned progress.
 - 5. Review of submittal schedule and status of submittals
 - 6. Review of RFI and RFP status.
 - 7. Modification status.
 - 8. Review of off-site fabrication and delivery schedules.
 - 9. Maintenance of Construction Schedule.
 - 10. Corrective measures to regain Construction Schedule.
 - 11. Planned progress during the succeeding work period.
 - 12. Coordination of projected progress.
 - 13. Maintenance of quality and work standards.
 - 14. Effect of proposed Modifications on Construction Schedule and coordination.
 - 15. Review Project Record Contract Drawings.
 - 16. Other items relating to the Work.

PART 2 P R O D U C T S – Not Used

PART 3 E X E C U T I O N – Not Used

END OF SECTION

SECTION 01325

CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.01 GENERAL

- A. Provide Construction Schedules for the Work included in this Contract in accordance with requirements in this Section. Create Construction Schedule using Critical Path Method (CPM) computer software capable of mathematical analysis of Precedence Diagramming Method (PMD) Plan. Provide printed activity listings and bar charts in formats described in this Section.
- B. Combine activity listings and bar charts with narrative report to form Construction Schedule submittal for Engineer.

1.02 SCHEDULING STAFF

- A. Employ or retain services of individual experienced in CPM scheduling for duration of the Contract. Individual shall cooperate with Engineer and update schedule monthly as required to indicate current status of the Work.

1.03 SUBMITTALS

- A. Conform to requirements of Section 01330 – Submittal Procedures.
- B. During preconstruction meeting provide sample bar charts and activity listings produced from scheduling software proposed. Scheduling software is subject to review by Engineer and must meet requirements provided in this Section. Engineer will provide review of samples within seven days of submittal.
- C. Within 21 days of receipt of approval of Contractor's format, of 30 days of Notice to Proceed, whichever is later, submit proposed Construction Schedule for review. Base Construction Schedule submittal on the following:
 - 1 Level of detail and number of activities required in schedule are dependent on project type.
 - a. For projects with multiple types of tasks within scope, indicate types of work separately within schedule.
 - b. For projects with multiple crafts or significant Subcontractor components, indicate elements separately within schedule. Unless permitted by Engineer, tasks shall consist of work covered by only one division of Project Manual.

SECTION 01325
SUBMITTAL PROCEDURES – Cont'd

- 2 Unless permitted by Engineer, each scheduled task shall be same as Schedule of Values line items, and vice versa.
 - 3 For projects with Major Unit Price Work, indicate Shop Drawing submittal and review, purchase, delivery and installation dates on Project Schedule. Include activities for testing, adjustment, and delivering O&M manuals.
 - 4 No task except the acquisition of Major Unit Price Work shall represent more than one percent of Original Contract Price for Facility projects and three percent of Original Contract Price for other Projects. Duration of tasks shall not exceed 40 calendar days.
- D. Construction Schedule Submittals shall include:
- 1 Printed bar charts that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software;
 - 2 Activity listings that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software; and
 - 3 A predecessor/successor listings by Activity ID that meets criteria outlined in this Section and is produced by Contractor's scheduling software.
 - 4 Narrative Report that provides the information outlined in this Section.
- E. No payment will be made until Engineer approves Construction Schedule and billing forecast.
- F. If Contractor desires to make changes in this method of operating and scheduling, after Engineer has reviewed original schedule, notify Engineer in writing, stating reasons for changes. When Engineer considers these changes to be significant, Contractor may be required to revise and resubmit for review all or affected portion of Contractor's Construction Schedule to show effect of the Work.
- G. Upon written request from Engineer, revise and submit for review all or any part of Construction Schedule submittal to reflect changed conditions in the Work or deviations made from original schedule.
- H. Updated Construction Schedule with actual start and actual finish dates, percent complete, and remaining duration of each activity shall be submitted monthly. Data date used in updating monthly Construction Schedule shall be the same date as used in monthly Payment Application. Monthly update of Construction Schedule is required for monthly Payment Application to be processed for payment.

SECTION 01325
SUBMITTAL PROCEDURES – Cont'd

1.04 SCHEDULEING COMPUTER SOFTWARE REQUIREMENTS

- A. Contractor's scheduling software shall be capable of creating bar charts and activity listings, which can be sorted by various fields (i.e. Activity ID, Early Start, Total Float, Area Code, Specification Section number, and Subcontractor). Use software capable of producing logic network diagram.
- B. Use Scheduling software capable of producing activity listings and bar charts with the following information for each activity in the Schedule:
 - 1. Activity ID
 - 2. Activity Description
 - 3. Estimated (Original) Duration
 - 4. Remaining Duration
 - 5. Actual Duration
 - 6. Early Start Date
 - 7. Late Start Date
 - 8. Early Finish Date
 - 9. Late Finish Date
 - 10. Free Float
 - 11. Total Float
 - 12. Activity Codes (Such as Area Code, Work Type, Specification Section, Subcontractor)
- C. Use scheduling software capable of printing calendars using mathematical analysis of schedule, indicating standard workdays of week and scheduled holidays.
- D. Use scheduling software capable of printing activity listings that indicates predecessors and successors, lag factors and lag relationships used in creating logic of the schedule.
- E. Use scheduling software to provide monthly time in Bar Chart format and scale with 12-month scale not to exceed one page width. Bar charts may be printed or plotted on 8-1/2 by 11-inch, 8-1/2 by 14-inch or 11 by 17-inch sheet sizes. Over-size plots are not acceptable.

**SECTION 01325
SUBMITTAL PROCEDURES – Cont'd**

1.05 NARRATIVE SCHEDULE REPORT

- A. Narrative schedule report shall list activities started this month, activities completed this month, activities continued this month, activities scheduled to start or complete next month, problems encountered this month, and actions taken to solve these problems.
- B. Narrative schedule report shall describe changes made to Construction Schedule logic (i.e. changes in predecessors and lags), activities added to schedule, activities deleted from schedule, any other changes made to the schedule other than addition of actual start dates and actual finish dates and changes of data date and remaining durations for re-calculation mathematical analysis.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

DIVIDER PAGE

PROJECT NAME: Dickinson Street Rehabilitation 2016, 35th Street from Kansas Ave. to California Ave., Nebraska Street from 46th Street to WWTP, and Johnson Street from Dead End North of Lobenstein Ln to Dead End South of Lobenstein Ln; City of Dickinson, Galveston County, Texas

JOB NO: 1601-01 / 1841-010-01, Contract No. 1

ADDENDUM INSTRUCTIONS

This Addendum forms a part of the Contract Documents. Please initial the last page of the Bid Sheet to acknowledge receipt of this Addendum.

Item No. 1

Bid Form

Page 21 of the Bid Form has been revised and replaced by the attached page marked Addendum No. 2.

Revision includes:

Item No. 23 –unit and budget quantity have been revised

END OF ADDENDUM NO. 2

35TH STREET EROSION CONTROL ITEMS:					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
11	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ _____	\$ _____
12	Furnish and Install Sodding, Complete in Place	S.Y.	1,396	\$ _____	\$ _____
Subtotal 35 th Street Erosion Control Items:					\$ _____
35TH STREET MISCELLANEOUS ITEMS:					
13	Adjust Manhole to Finished Grade	EA.	1	\$ _____	\$ _____
Subtotal 35 th Street Miscellaneous Items:					\$ _____
35TH STREET EXTRA WORK ITEMS:					
14	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____ *(\$44.00)	\$ _____
15	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	422	\$ _____ *(\$69.00)	\$ _____
16	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	1,017	\$ _____ *(\$4.00)	\$ _____
17	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____ *(\$10.00)	\$ _____
18	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____ *(\$440.00)	\$ _____
19	Adjust Water Line, All Sizes, Complete in Place	LF	100	\$ _____ *(\$50.00)	\$ _____
20	Lower 12-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ _____ *(\$90.00)	\$ _____
21	Lower 18-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ _____ *(\$95.00)	\$ _____
22	Lower 24-inch storm sewer pipe/culvert, including installation of new rubber gaskets and/or joint sealing compound as necessary, Complete in Place	L.F.	25	\$ _____ *(\$110.00)	\$ _____
23	Adjust sanitary sewer pipe, All sizes, Complete in Place	L.F.	100	\$ _____ *(\$75.00)	\$ _____
24	Adjust Fire Hydrant to Finished Grade	EA.	2	\$ _____ *(\$1,000.00)	\$ _____
25	Adjust Water Valve to Finished Grade	EA.	10	\$ _____ *(\$500.00)	\$ _____
26	Adjust Water Service Line, All Sizes	EA.	10	\$ _____ *(\$1,200.00)	\$ _____
27	Adjust Water Meter to Finished Grade	EA.	10	\$ _____ *(\$500.00)	\$ _____
Subtotal 35 th Street Extra Work Items:					\$ _____
Subtotal 35th Street All Items + General Items:					\$ _____

*Minimum allowable bid price. Bidder may choose to quote a higher price.

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE March 8, 2016

TOPIC	Award Of Competitive Sealed Bid #1601-02 For City Of Dickinson Street Rehabilitation 2016 For Gill Road (Rodeo Bend Drive To Bess Road), Hollywood Street (Timber Drive To S.H. 3), Mariner Way (Commodore Drive To Bayou Drive), And Pine Oak Circle (Pine Oak Drive To Dead End Of Pine Oak Circle) To MAR-CON Services, LLC., In An Amount Not To Exceed \$1,148,612.60.
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BACKGROUND	<p>On January 27, 2016, at approximately 10:10 a.m., IDS Engineering opened competitive sealed bids for City of Dickinson Street Rehabilitation 2016 (CSB #1601-01) for all supervision, materials, labor, and equipment necessary for the placement of 6-inches of concrete paving on Gill Road (Rodeo Bend Drive to Bess Road), Hollywood Street (Timber Drive to S.H. 3), Mariner Way (Commodore Drive to Bayou Drive), and Pine Oak Circle (Pine Oak Drive to dead end of Pine Oak Circle). The City received six bids for the project. IDS Engineering reviewed and qualified each of the bids and recommends that the City award the bid to MAR-CON Services, LLC., the lowest qualified bidder, at a bid of \$1,148,612.60.</p> <p>While the total bid is \$1,148,612.60, staff recommends removing the extra work items totaling \$263,670.00. This deductive change order will be presented to Council for approval following the award of the contract. This will result in a revised contract amount of \$884,942.60.</p> <p>This project will be funded by the City of Dickinson Street Maintenance Sales Tax. As predicted, the fully bid-out project came in over the original budget which anticipated City crews doing the subgrade preparation; however, there is enough funding available in the Street Maintenance Sales Tax fund balance to cover the additional amount. If approved, this additional amount will be included in the first budget amendment for FY2016.</p>
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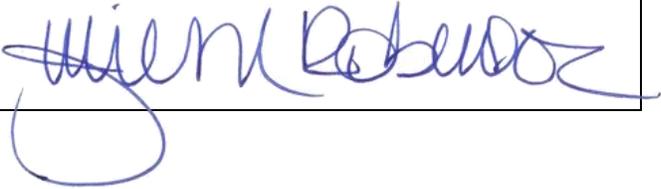
RECOMMENDATION	Staff recommends that Council award Competitive Sealed Bid #1601-02 for City of Dickinson Street Rehabilitation 2016 for Gill Road (Rodeo Bend Drive to Bess Road), Hollywood Street (Timber Drive to S.H. 3), Mariner Way (Commodore Drive to Bayou Drive), and Pine Oak Circle (Pine Oak Drive to dead end of Pine Oak Circle) to MAR-CON Services, LLC., In An Amount Not To Exceed \$1,148,612.60.
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	

**Dickinson City Council
Agenda Item Data Sheet**

ATTACHMENTS	<ul style="list-style-type: none"> • Recommendation from IDS Engineering and Bid Tabulation • Copy of Competitive Sealed Bid #1601-02 • Copy of Addendum Number 1 to Competitive Sealed Bid #1601-02 • Copy of Addendum Number 2 to Competitive Sealed Bid #1601-02
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FUNDING ISSUES	<input type="checkbox"/> Not applicable <input type="checkbox"/> Not budgeted <input type="checkbox"/> Full Amount already budgeted. <input checked="" type="checkbox"/> Funds to be taken from Street Maintenance Sales Tax Fund Balance.
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SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Stephanie Russell, Administrative Services Manager	

ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

DIVIDER PAGE



March 01, 2016

City of Dickinson
4403 State Highway 3
Dickinson, Texas 77539

Attention: Mr. Kellis George, Director of Public Works

Reference: Dickinson Street Rehabilitation 2016, Gill Road from Rodeo Bend to Bess Road, Hollywood Street from Timber Drive to S.H. 3, Mariner Way from Commodore Drive to Bayou Drive, Pine Oak circle from Pine Oak Drive to Dead End or Pine Oak Drive, City of Dickinson;
1601-02 / 1841-010-02, Contract No. 2

Dear Mr. George:

In accordance with bidding schedule, bids were opened and read on January 27, 2016, for construction of the above referenced project. A copy of the Bid Tabulation is attached.

We have examined the bids submitted. Mathematical errors did not affect the position of the lowest bidder. The references and financial statements of low bidder have been checked.

We, therefore, recommend award of the contract to the low bidder, MAR-CON Services, LLC. in the amount of \$1,148,612.60. We also recommend that the City delete the extra work items from the contract totaling \$263,670.00. This will result in a revised contract amount of \$884,942.60. This deductive change order will be presented to the City following award of the contract. Attached is the Certificate of Interested Parties (Form 1295) completed by contractor recommended for award of the above referenced project.

If you have any questions or comments, please call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Travis S. Sellers".

Travis S. Sellers, P.E.
Vice President

TSS/jbw

X:\1800\184101002 Gill Street\CPS\060 Corres\REC_OF_AWARD_TO_OWNER.docx

cc: IDS CP File_(B)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-5244

Date Filed:
01/25/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MAR-CON SERVICES, LLC
Pasadena, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dickinson

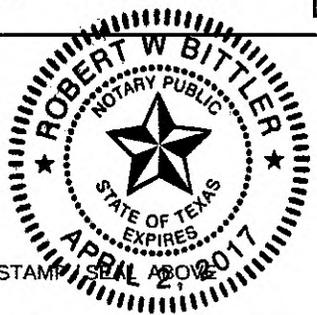
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

1601-02
New Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP SEAL ABOVE

Sworn to and subscribed before me, by the said Mario Ramos, this the 25th day of January, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature] Robert W. Bittler Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CITY OF DICKINSON, TEXAS

BID TABULATION

COMPETITIVE SEALED BID # 1601-02

CITY OF DICKINSON
 2016 STREET REHABILITATION
 GILL ROAD FROM RODEO BEND TO BESS ROAD
 HOLLYWOOD STREET FROM TIMBER DRIVE TO S.H. 3
 MARINER WAY FROM COMMODORE DRIVE TO BAYOU DRIVE
 PINE OAK CIRCLE FROM PINE OAK DRIVE TO DEAD END OF PINE OAK CIRCLE

Item	Description	Unit	Budgeted Qty.	Engineer's Estimate		MAR-CON Services, LLC		RAC Industries, LLC		Cooley Construction, LLC		Aranda Brothers Construction Co., Inc.		GW Phillips Concrete Construction, Inc.		AAA Asphalt Paving, Inc.	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
GENERAL ITEMS (all streets):																	
1	Mobilization	L.S.	1	\$ 114,000.00	\$ 114,000.00	\$ 199,888.40	\$ 199,888.40	\$ 70,000.00	\$ 70,000.00	\$ 60,000.00	\$ 60,000.00	\$ 110,000.00	\$ 110,000.00	\$ 40,000.00	\$ 40,000.00	\$ 60,000.00	\$ 60,000.00
2	Traffic Control Plan	L.S.	1	\$ 32,000.00	\$ 32,000.00	\$ 12,937.50	\$ 12,937.50	\$ 9,200.40	\$ 9,200.40	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
Subtotal General Items (all streets):				\$ 146,000.00		\$ 212,825.90		\$ 79,200.40		\$ 90,000.00		\$ 125,000.00		\$ 80,000.00		\$ 100,000.00	
GILL ROAD EARTHWORK ITEMS:																	
3	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	14	\$ 2,250.00	\$ 31,500.00	\$ 739.30	\$ 10,350.20	\$ 900.00	\$ 12,600.00	\$ 5,000.00	\$ 70,000.00	\$ 2,500.00	\$ 35,000.00	\$ 2,000.00	\$ 28,000.00	\$ 2,250.00	\$ 31,500.00
Subtotal Gill Road Earthwork Items:				\$ 31,500.00		\$ 10,350.20		\$ 12,600.00		\$ 70,000.00		\$ 35,000.00		\$ 28,000.00		\$ 31,500.00	
GILL ROAD PAVING ITEMS:																	
4	Remove and dispose driveway, All types, All Thicknesses	S.Y.	425	\$ 8.00	\$ 3,400.00	\$ 4.60	\$ 1,955.00	\$ 6.00	\$ 2,550.00	\$ 20.00	\$ 8,500.00	\$ 10.00	\$ 4,250.00	\$ 18.00	\$ 7,650.00	\$ 15.00	\$ 6,375.00
5	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	3,225	\$ 59.00	\$ 190,275.00	\$ 43.00	\$ 138,675.00	\$ 59.30	\$ 191,242.50	\$ 52.00	\$ 167,700.00	\$ 60.00	\$ 193,500.00	\$ 65.00	\$ 209,625.00	\$ 42.00	\$ 135,450.00
6	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	3,889	\$ 4.00	\$ 15,556.00	\$ 3.30	\$ 12,833.70	\$ 4.00	\$ 15,556.00	\$ 4.00	\$ 15,556.00	\$ 5.00	\$ 19,445.00	\$ 6.00	\$ 23,334.00	\$ 6.00	\$ 23,334.00
7	Furnish Lime (8%), Complete in Place	TON	113	\$ 175.00	\$ 19,775.00	\$ 170.20	\$ 19,232.60	\$ 150.00	\$ 16,950.00	\$ 198.00	\$ 22,374.00	\$ 180.00	\$ 20,340.00	\$ 165.00	\$ 18,645.00	\$ 225.00	\$ 25,425.00
8	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	495	\$ 69.00	\$ 34,155.00	\$ 55.50	\$ 27,472.50	\$ 70.00	\$ 34,650.00	\$ 52.00	\$ 25,740.00	\$ 65.00	\$ 32,175.00	\$ 68.00	\$ 33,660.00	\$ 125.00	\$ 61,875.00
9	Asphalt transition: 2" HMA Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	35	\$ 140.00	\$ 4,900.00	\$ 150.00	\$ 5,250.00	\$ 100.00	\$ 3,500.00	\$ 50.00	\$ 1,750.00	\$ 55.00	\$ 1,925.00	\$ 35.00	\$ 1,225.00	\$ 200.00	\$ 7,000.00
10	Remove and replace walkway with reinforced concrete, All Thicknesses, Complete in Place	S.Y.	4	\$ 80.00	\$ 320.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	\$ 70.00	\$ 280.00	\$ 63.00	\$ 252.00	\$ 200.00	\$ 800.00
Subtotal Gill Road Paving Items:				\$ 268,381.00		\$ 206,218.80		\$ 265,248.50		\$ 242,420.00		\$ 271,915.00		\$ 294,391.00		\$ 260,259.00	

GILL ROAD EROSION CONTROL ITEMS:																	
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
11	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans. Complete in Place	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 13,236.60	\$ 13,236.60	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,500.00	\$ 6,500.00
12	Furnish and Install Sodding, Complete in Place	S.Y.	657	\$ 5.00	\$ 3,285.00	\$ 3.50	\$ 2,299.50	\$ 4.50	\$ 2,956.50	\$ 3.00	\$ 1,971.00	\$ 5.00	\$ 3,285.00	\$ 5.00	\$ 3,285.00	\$ 5.00	\$ 3,285.00
Subtotal Gill Road Erosion Control Items:				\$ 11,285.00		\$ 15,536.10		\$ 4,956.50		\$ 6,971.00		\$ 6,285.00		\$ 4,785.00		\$ 9,785.00	
GILL ROAD EXTRA WORK ITEMS:																	
13	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00
14	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	75	\$ 69.00	\$ 5,175.00	\$ 69.00	\$ 5,175.00	\$ 69.00	\$ 5,175.00	\$ 69.00	\$ 5,175.00	\$ 69.00	\$ 5,175.00	\$ 69.00	\$ 5,175.00	\$ 69.00	\$ 5,175.00
15	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	584	\$ 4.00	\$ 2,336.00	\$ 4.00	\$ 2,336.00	\$ 4.00	\$ 2,336.00	\$ 4.00	\$ 2,336.00	\$ 4.00	\$ 2,336.00	\$ 8.00	\$ 4,672.00	\$ 12.00	\$ 7,008.00
16	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00	\$ 10.00	\$ 500.00	\$ 18.00	\$ 900.00	\$ 10.00	\$ 500.00
17	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00
18	Relocate R1-1 Stop Sign with Street Name Signs, Complete in Place	EA.	2	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00	\$ 700.00	\$ 1,400.00
19	Adjust Manhole to Finished Grade	EA.	1	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
20	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 65.00	\$ 6,500.00	\$ 50.00	\$ 5,000.00
21	Remove existing culvert, All sizes, and Provide and Install Class III 12-inch RCP, Complete in Place	L.F.	25	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00
22	Remove existing culvert, All sizes, and Provide and Install Class III 18-inch RCP, Complete in Place	L.F.	25	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00
23	Remove existing culvert, All sizes, and Provide and Install Class III 24-inch RCP, Complete in Place	L.F.	25	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00
24	Adjust sanitary sewer pipe, All sizes, Complete in Place	L.F.	100	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 85.00	\$ 8,500.00	\$ 75.00	\$ 7,500.00
25	Adjust Fire Hydrant to Finished Grade	EA.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
26	Adjust Water Valve to Finished Grade	EA.	10	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 800.00	\$ 8,000.00	\$ 500.00	\$ 5,000.00
27	Adjust Water Service Line, All Sizes	EA.	10	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,200.00	\$ 12,000.00
28	Adjust Water Meter to Finished Grade	EA.	10	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 800.00	\$ 8,000.00	\$ 500.00	\$ 5,000.00
Subtotal Gill Road Extra Work Items:				\$ 74,886.00		\$ 75,386.00		\$ 74,886.00		\$ 75,386.00		\$ 74,886.00		\$ 89,622.00		\$ 79,558.00	
Subtotal Gill Road All Items + General Items:				\$ 532,052.00	\$	520,317.00	\$	436,891.40	\$	484,777.00	\$	513,086.00	\$	496,798.00	\$	481,102.00	

*Minimum allowable bid price. Bidder may choose to quote a higher price.

Item	Description	Unit	Budgeted Qty.	Engineer's Estimate		MAR-CON Services, LLC		RAC Industries, LLC		Cooley Construction, LLC		Aranda Brothers Construction Co., Inc.		GW Phillips Concrete Construction, Inc.		AAA Asphalt Paving, Inc.	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
HOLLYWOOD STREET EARTHWORK ITEMS:																	
29	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	12	\$ 2,250.00	\$ 27,000.00	\$ 785.80	\$ 9,429.60	\$ 900.00	\$ 10,800.00	\$ 5,000.00	\$ 60,000.00	\$ 3,000.00	\$ 36,000.00	\$ 2,000.00	\$ 24,000.00	\$ 1,200.00	\$ 14,400.00
Subtotal Hollywood Street Earthwork Items:				\$ 27,000.00		\$ 9,429.60		\$ 10,800.00		\$ 60,000.00		\$ 36,000.00		\$ 24,000.00		\$ 14,400.00	
HOLLYWOOD STREET PAVING ITEMS:																	
30	Remove and dispose driveway, All types, All Thicknesses	S.Y.	333	\$ 8.00	\$ 2,664.00	\$ 4.60	\$ 1,531.80	\$ 6.00	\$ 1,998.00	\$ 20.00	\$ 6,660.00	\$ 10.00	\$ 3,330.00	\$ 18.00	\$ 5,994.00	\$ 500.00	\$ 166,500.00
31	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	2875	\$ 59.00	\$ 169,625.00	\$ 43.00	\$ 123,625.00	\$ 59.30	\$ 170,487.50	\$ 52.00	\$ 149,500.00	\$ 60.00	\$ 172,500.00	\$ 65.00	\$ 186,875.00	\$ 42.00	\$ 120,750.00
32	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	3396	\$ 3.50	\$ 11,886.00	\$ 3.30	\$ 11,206.80	\$ 4.00	\$ 13,584.00	\$ 5.00	\$ 16,980.00	\$ 5.00	\$ 16,980.00	\$ 6.00	\$ 20,376.00	\$ 6.00	\$ 20,376.00
33	Furnish Lime (8%), Complete in Place	TON	98	\$ 175.00	\$ 17,150.00	\$ 170.20	\$ 16,679.60	\$ 150.00	\$ 14,700.00	\$ 198.00	\$ 19,404.00	\$ 180.00	\$ 17,640.00	\$ 165.00	\$ 16,170.00	\$ 225.00	\$ 22,050.00
34	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	406	\$ 69.00	\$ 28,014.00	\$ 55.50	\$ 22,533.00	\$ 70.00	\$ 28,420.00	\$ 52.00	\$ 21,112.00	\$ 65.00	\$ 26,390.00	\$ 63.00	\$ 25,578.00	\$ 125.00	\$ 50,750.00
35	Adjust Water Meter to Finished Grade	EA	2	\$ 700.00	\$ 1,400.00	\$ 60.00	\$ 120.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00
36	Asphalt transition: 2" HMA Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	120	\$ 140.00	\$ 16,800.00	\$ 103.50	\$ 12,420.00	\$ 100.00	\$ 12,000.00	\$ 50.00	\$ 6,000.00	\$ 55.00	\$ 6,600.00	\$ 35.00	\$ 4,200.00	\$ 125.00	\$ 15,000.00
Subtotal Hollywood Street Paving Items:				\$ 247,539.00		\$ 188,116.20		\$ 242,189.50		\$ 220,656.00		\$ 244,440.00		\$ 260,393.00		\$ 396,926.00	
HOLLYWOOD STREET EROSION CONTROL ITEMS:																	
37	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 15,044.70	\$ 15,044.70	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,500.00	\$ 6,500.00
38	Furnish and Install Sodding, Complete in Place	S.Y.	563	\$ 5.00	\$ 2,815.00	\$ 3.50	\$ 1,970.50	\$ 4.50	\$ 2,533.50	\$ 3.00	\$ 1,689.00	\$ 5.00	\$ 2,815.00	\$ 6.00	\$ 3,378.00	\$ 7.00	\$ 3,941.00
Subtotal Hollywood Street Erosion Control Items:				\$ 10,815.00		\$ 17,015.20		\$ 4,533.50		\$ 6,689.00		\$ 7,815.00		\$ 4,878.00		\$ 10,441.00	

HOLLYWOOD STREET WATER LINE ITEMS:																	
39	Adjust Fire Hydrant to Finished Grade	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 684.40	\$ 684.40	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,750.00	\$ 2,750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
40	Adjust Water Valve to Finished Grade	EA	1	\$ 500.00	\$ 500.00	\$ 60.00	\$ 60.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00
Subtotal Hollywood Street Water Line Items:				\$ 1,500.00		\$ 744.40		\$ 1,500.00		\$ 1,000.00		\$ 3,750.00		\$ 2,300.00		\$ 2,100.00	
HOLLYWOOD STREET MISCELLANEOUS ITEMS:																	
41	Adjust Manhole to Finished Grade	EA	2	\$ 600.00	\$ 1,200.00	\$ 301.00	\$ 602.00	\$ 400.00	\$ 800.00	\$ 600.00	\$ 1,200.00	\$ 1,700.00	\$ 3,400.00	\$ 600.00	\$ 1,200.00	\$ 1,250.00	\$ 2,500.00
Subtotal Hollywood Street Miscellaneous Items:				\$ 1,200.00		\$ 602.00		\$ 800.00		\$ 1,200.00		\$ 3,400.00		\$ 1,200.00		\$ 2,500.00	
HOLLYWOOD STREET EXTRA WORK ITEMS:																	
42	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00
43	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	61	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00	\$ 69.00	\$ 4,209.00
44	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	510	\$ 4.00	\$ 2,040.00	\$ 4.00	\$ 2,040.00	\$ 4.00	\$ 2,040.00	\$ 4.00	\$ 2,040.00	\$ 4.00	\$ 2,040.00	\$ 8.00	\$ 4,080.00	\$ 12.00	\$ 6,120.00
45	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 18.00	\$ 900.00	\$ 10.00	\$ 500.00
46	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00
47	Adjust Water Service Line, All Sizes	L.F.	10	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 65.00	\$ 650.00	\$ 50.00	\$ 500.00
48	Remove existing culvert, All sizes, and Provide and Install Class III 12-inch RCP, Complete in Place	L.F.	25	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00
49	Remove existing culvert, All sizes, and Provide and Install Class III 18-inch RCP, Complete in Place	L.F.	25	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00
50	Remove existing culvert, All sizes, and Provide and Install Class III 24-inch RCP, Complete in Place	L.F.	25	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00
51	Adjust Sanitary Sewer Pipe, All Sizes, Complete in Place	L.F.	100	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 85.00	\$ 8,500.00	\$ 75.00	\$ 7,500.00
52	Adjust Water Service Line, All Sizes	EA.	10	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,200.00	\$ 12,000.00
53	Adjust Water Meter to Finished Grade	EA.	10	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 800.00	\$ 8,000.00	\$ 500.00	\$ 5,000.00
Subtotal Hollywood Street Extra Work Items:				\$ 61,124.00		\$ 61,124.00		\$ 61,124.00		\$ 61,124.00		\$ 61,124.00		\$ 70,714.00		\$ 65,204.00	
Subtotal Hollywood Street All Items:				\$ 349,178.00	\$	277,031.40	\$	320,947.00	\$	350,669.00	\$	356,529.00	\$	363,485.00	\$	491,571.00	

*Minimum allowable bid price. Bidder may choose to quote a higher price.

Item	Description	Unit	Budgeted Qty.	Engineer's Estimate		MAR-CON Services, LLC		RAC Industries, LLC		Cooley Construction, LLC		Aranda Brothers Construction Co., Inc		GW Phillips Concrete Construction, Inc.		AAA Asphalt Paving, Inc.	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
MARINER WAY EARTHWORK ITEMS:																	
54	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	7	\$ 2,250.00	\$ 15,750.00	\$ 739.30	\$ 5,175.10	\$ 900.00	\$ 6,300.00	\$ 5,000.00	\$ 35,000.00	\$ 3,000.00	\$ 21,000.00	\$ 2,000.00	\$ 14,000.00	\$ 3,500.00	\$ 24,500.00
Subtotal Mariner Way Earthwork Items:				\$ 15,750.00		\$ 5,175.10		\$ 6,300.00		\$ 35,000.00		\$ 21,000.00		\$ 14,000.00		\$ 24,500.00	
MARINER WAY PAVING ITEMS:																	
55	Remove and dispose driveway, All types, All Thicknesses	S.Y.	240	\$ 8.00	\$ 1,920.00	\$ 4.60	\$ 1,104.00	\$ 6.00	\$ 1,440.00	\$ 20.00	\$ 4,800.00	\$ 10.00	\$ 2,400.00	\$ 18.00	\$ 4,320.00	\$ 20.00	\$ 4,800.00
56	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	1555	\$ 59.00	\$ 91,745.00	\$ 43.00	\$ 66,865.00	\$ 59.30	\$ 92,211.50	\$ 52.00	\$ 80,860.00	\$ 60.00	\$ 93,300.00	\$ 65.00	\$ 101,075.00	\$ 42.00	\$ 65,310.00
57	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	1833	\$ 3.50	\$ 6,415.50	\$ 5.00	\$ 9,165.00	\$ 4.00	\$ 7,332.00	\$ 5.00	\$ 9,165.00	\$ 5.00	\$ 9,165.00	\$ 6.00	\$ 10,998.00	\$ 12.00	\$ 21,996.00
58	Furnish Lime (8%), Complete in Place	TON	53	\$ 175.00	\$ 9,275.00	\$ 170.20	\$ 9,020.60	\$ 150.00	\$ 7,950.00	\$ 198.00	\$ 10,494.00	\$ 180.00	\$ 9,540.00	\$ 165.00	\$ 8,745.00	\$ 225.00	\$ 11,925.00
59	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	306	\$ 69.00	\$ 21,114.00	\$ 55.50	\$ 16,983.00	\$ 70.00	\$ 21,420.00	\$ 52.00	\$ 15,912.00	\$ 62.00	\$ 18,972.00	\$ 63.00	\$ 19,278.00	\$ 125.00	\$ 38,250.00
60	Relocate Street Name Sign, Complete in Place	EA	2	\$ 700.00	\$ 1,400.00	\$ 150.00	\$ 300.00	\$ 350.00	\$ 700.00	\$ 200.00	\$ 400.00	\$ 700.00	\$ 1,400.00	\$ 300.00	\$ 600.00	\$ 600.00	\$ 1,200.00
61	Asphalt transition: 2" HMA Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	33	\$ 140.00	\$ 4,620.00	\$ 150.00	\$ 4,950.00	\$ 100.00	\$ 3,300.00	\$ 50.00	\$ 1,650.00	\$ 55.00	\$ 1,815.00	\$ 35.00	\$ 1,155.00	\$ 225.00	\$ 7,425.00
62	Remove and replace walkway with reinforced concrete, Complete in Place	S.Y.	9	\$ 80.00	\$ 720.00	\$ 200.00	\$ 1,800.00	\$ 200.00	\$ 1,800.00	\$ 200.00	\$ 1,800.00	\$ 70.00	\$ 630.00	\$ 63.00	\$ 567.00	\$ 200.00	\$ 1,800.00
Subtotal Mariner Way Paving Items:				\$ 137,209.50		\$ 110,187.60		\$ 136,153.50		\$ 125,081.00		\$ 137,222.00		\$ 146,738.00		\$ 152,706.00	
MARINER WAY EROSION CONTROL ITEMS:																	
63	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 8,280.30	\$ 8,280.30	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,100.00	\$ 2,100.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
64	Furnish and Install Sodding, Complete in Place	S.Y.	316	\$ 5.00	\$ 1,580.00	\$ 3.50	\$ 1,106.00	\$ 4.50	\$ 1,422.00	\$ 3.00	\$ 948.00	\$ 5.00	\$ 1,580.00	\$ 6.00	\$ 1,896.00	\$ 7.00	\$ 2,212.00
Subtotal Mariner Way Erosion Control Items:				\$ 9,580.00		\$ 9,386.30		\$ 3,422.00		\$ 5,948.00		\$ 3,680.00		\$ 3,396.00		\$ 7,212.00	

MARINER WAY WATER LINE ITEMS:																	
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost												
65	Adjust Water Valve to Finished Grade	EA	1	\$ 500.00	\$ 500.00	\$ 60.00	\$ 60.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00
Subtotal Mariner Way Water Line Items:					\$ 500.00		\$ 60.00		\$ 500.00		\$ 500.00		\$ 1,000.00		\$ 800.00		\$ 600.00
MARINER WAY MISCELLANEOUS ITEMS:																	
66	Adjust Manhole to Finished Grade	EA	1	\$ 600.00	\$ 600.00	\$ 301.00	\$ 301.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
Subtotal Mariner Way Miscellaneous Items:					\$ 600.00		\$ 301.00		\$ 400.00		\$ 500.00		\$ 1,500.00		\$ 600.00		\$ 600.00
MARINER WAY EXTRA WORK ITEMS:																	
67	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00
68	Extra 6" Reinforced Concrete Driveway as directed by the Engineer, complete in place	S.Y.	46	\$ 69.00	\$ 3,174.00	\$ 69.00	\$ 3,174.00	\$ 69.00	\$ 3,174.00	\$ 69.00	\$ 3,174.00	\$ 69.00	\$ 3,174.00	\$ 69.00	\$ 3,174.00	\$ 98.00	\$ 4,508.00
69	Extra 6" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	275	\$ 4.00	\$ 1,100.00	\$ 4.00	\$ 1,100.00	\$ 4.00	\$ 1,100.00	\$ 4.00	\$ 1,100.00	\$ 4.00	\$ 1,100.00	\$ 8.00	\$ 2,200.00	\$ 12.00	\$ 3,300.00
70	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00	\$ 10.00	\$ 500.00	\$ 18.00	\$ 900.00	\$ 10.00	\$ 500.00
71	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00
72	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 65.00	\$ 6,500.00	\$ 50.00	\$ 5,000.00
73	Remove existing culvert, All sizes, and Provide and Install Class III 12-inch RCP, Complete in Place	L.F.	25	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00
74	Remove existing culvert, All sizes, and Provide and Install Class III 18-inch RCP, Complete in Place	L.F.	25	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00
75	Remove existing culvert, All sizes, and Provide and Install Class III 24-inch RCP, Complete in Place	L.F.	25	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00
76	Adjust sanitary sewer pipe, All sizes, Complete in Place	L.F.	100	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 85.00	\$ 8,500.00	\$ 75.00	\$ 7,500.00
77	Adjust Water Service Line, All Sizes	EA.	10	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,200.00	\$ 12,000.00
78	Adjust Water Meter to Finished Grade	EA.	10	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 800.00	\$ 8,000.00	\$ 500.00	\$ 5,000.00
Subtotal Mariner Way Extra Work Items:					\$ 63,649.00		\$ 64,149.00		\$ 63,649.00		\$ 64,149.00		\$ 63,649.00		\$ 73,649.00		\$ 67,183.00

Subtotal Mariner Way All Items:	\$ 227,288.50	\$	189,259.00	\$	210,424.50	\$	231,178.00	\$	228,051.00	\$	239,183.00	\$	252,801.00
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*Minimum allowable bid price. Bidder may choose to quote a higher price.

Item	Description	Unit	Budgeted Qty.	Engineer's Estimate		MAR-CON Services, LLC		RAC Industries, LLC		Cooley Construction, LLC		Aranda Brothers Construction Co., Inc.		GW Phillips Concrete Construction, Inc.		AAA Asphalt Paving, Inc.	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
PINE OAK CIRCLE EARTHWORK ITEMS:																	
79	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	5	\$ 2,250.00	\$ 11,250.00	\$ 851.00	\$ 4,255.00	\$ 900.00	\$ 4,500.00	\$ 5,000.00	\$ 25,000.00	\$ 3,000.00	\$ 15,000.00	\$ 2,000.00	\$ 10,000.00	\$ 4,000.00	\$ 20,000.00
Subtotal Pine Oak Circle Earthwork Items:				\$ 11,250.00		\$ 4,255.00		\$ 4,500.00		\$ 25,000.00		\$ 15,000.00		\$ 10,000.00		\$ 20,000.00	
PINE OAK CIRCLE PAVING ITEMS:																	
80	Remove and dispose driveway, All types, All Thicknesses	S.Y.	367	\$ 8.00	\$ 2,936.00	\$ 4.60	\$ 1,688.20	\$ 6.00	\$ 2,202.00	\$ 20.00	\$ 7,340.00	\$ 5.00	\$ 1,835.00	\$ 18.00	\$ 6,606.00	\$ 17.50	\$ 6,422.50
81	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	1212	\$ 59.00	\$ 71,508.00	\$ 43.00	\$ 52,116.00	\$ 59.30	\$ 71,871.60	\$ 52.00	\$ 63,024.00	\$ 60.00	\$ 72,720.00	\$ 65.00	\$ 78,780.00	\$ 42.00	\$ 50,904.00
82	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	1452	\$ 3.50	\$ 5,082.00	\$ 5.00	\$ 7,260.00	\$ 4.00	\$ 5,808.00	\$ 5.00	\$ 7,260.00	\$ 5.00	\$ 7,260.00	\$ 4.00	\$ 5,808.00	\$ 13.00	\$ 18,876.00
83	Furnish Lime (8%), Complete in Place	TON	42	\$ 175.00	\$ 7,350.00	\$ 170.20	\$ 7,148.40	\$ 150.00	\$ 6,300.00	\$ 198.00	\$ 8,316.00	\$ 170.00	\$ 7,140.00	\$ 165.00	\$ 6,930.00	\$ 225.00	\$ 9,450.00
84	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	368	\$ 69.00	\$ 25,392.00	\$ 55.50	\$ 20,424.00	\$ 70.00	\$ 25,760.00	\$ 52.00	\$ 19,136.00	\$ 62.00	\$ 22,816.00	\$ 63.00	\$ 23,184.00	\$ 125.00	\$ 46,000.00
Subtotal Pine Oak Circle Paving Items:				\$ 112,268.00		\$ 88,636.60		\$ 111,941.60		\$ 105,076.00		\$ 111,771.00		\$ 121,308.00		\$ 131,652.50	
PINE OAK CIRCLE EROSION CONTROL ITEMS:																	
85	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans. Complete in Place	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 5,105.10	\$ 5,105.10	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 6,500.00	\$ 6,500.00
86	Furnish and Install Sodding, Complete in Place	S.Y.	285	\$ 5.00	\$ 1,425.00	\$ 3.50	\$ 997.50	\$ 4.50	\$ 1,282.50	\$ 3.00	\$ 855.00	\$ 5.00	\$ 1,425.00	\$ 6.00	\$ 1,710.00	\$ 7.00	\$ 1,995.00
Subtotal Pine Oak Circle Erosion Control Items:				\$ 9,425.00		\$ 6,102.60		\$ 3,282.50		\$ 5,855.00		\$ 2,625.00		\$ 3,210.00		\$ 8,495.00	

PINE OAK CIRCLE EXTRA WORK ITEMS:																	
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
87	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00	\$ 44.00	\$ 4,400.00
88	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	56	\$ 69.00	\$ 3,864.00	\$ 69.00	\$ 3,864.00	\$ 69.00	\$ 3,864.00	\$ 69.00	\$ 3,864.00	\$ 69.00	\$ 3,864.00	\$ 69.00	\$ 3,864.00	\$ 69.00	\$ 3,864.00
89	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	218	\$ 4.00	\$ 872.00	\$ 4.00	\$ 872.00	\$ 4.00	\$ 872.00	\$ 4.00	\$ 872.00	\$ 4.00	\$ 872.00	\$ 6.00	\$ 1,308.00	\$ 13.00	\$ 2,834.00
90	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 18.00	\$ 900.00	\$ 10.00	\$ 500.00
91	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ 400.00	\$ 16,000.00	\$ 400.00	\$ 16,000.00	\$ 400.00	\$ 16,000.00	\$ 400.00	\$ 16,000.00	\$ 400.00	\$ 16,000.00	\$ 440.00	\$ 17,600.00	\$ 440.00	\$ 17,600.00
92	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 65.00	\$ 6,500.00	\$ 50.00	\$ 5,000.00
93	Remove existing culvert, All sizes, and Provide and Install Class III 12-inch RCP, Complete in Place	L.F.	25	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00
94	Remove existing culvert, All sizes, and Provide and Install Class III 18-inch RCP, Complete in Place	L.F.	25	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00
95	Remove existing culvert, All sizes, and Provide and Install Class III 24-inch RCP, Complete in Place	L.F.	25	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00	\$ 110.00	\$ 2,750.00
96	Adjust sanitary sewer pipe, All sizes, Complete in Place	L.F.	100	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 75.00	\$ 7,500.00	\$ 85.00	\$ 8,500.00	\$ 75.00	\$ 7,500.00
97	Adjust Water Service Line, All sizes	EA.	10	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,200.00	\$ 12,000.00
98	Adjust Water Meter to Finished Grade	EA.	10	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 800.00	\$ 8,000.00	\$ 500.00	\$ 5,000.00
Subtotal Pine Oak Circle Extra Work Items:				\$	62,511.00		\$ 63,011.00		\$ 62,511.00		\$ 62,511.00		\$ 62,511.00		\$ 73,447.00		\$ 66,073.00

*Minimum allowable bid price. Bidder may choose to quote a higher price.

Subtotal Gill Road All Items + General Items:	\$ 432,052.00	\$ 520,317.00	\$ 436,891.40	\$ 484,777.00	\$ 513,086.00	\$ 496,798.00	\$ 481,102.00
Subtotal Hollywood Street All Items:	\$ 349,178.00	\$ 277,031.40	\$ 320,947.00	\$ 350,669.00	\$ 356,529.00	\$ 363,485.00	\$ 491,571.00
Subtotal Mariner Way All Items:	\$ 227,288.50	\$ 189,259.00	\$ 210,424.50	\$ 231,178.00	\$ 228,051.00	\$ 239,183.00	\$ 252,801.00
Subtotal Pine Oak Circle All Items:	\$ 195,454.00	\$ 162,005.20	\$ 182,235.10	\$ 198,442.00	\$ 191,907.00	\$ 207,965.00	\$ 226,220.50
Grand Total Gill Road + General Items, Hollywood Street, Mariner Way, and Pine Oak Circle All Items:	\$ 1,203,972.50	\$ 1,148,612.60	\$ 1,150,498.00	\$ 1,265,066.00	\$ 1,289,573.00	\$ 1,307,431.00	\$ 1,451,694.50

Mathematical Error

DIVIDER PAGE

BID SET

**COMPETITIVE SEALED BID #1601-02
CITY OF DICKINSON, TEXAS**



DICKINSON STREET REHABILITATION 2016

**GILL ROAD FROM RODEO BEND DRIVE TO BESS ROAD,
HOLLYWOOD STREET FROM TIMBER DRIVE TO S.H. 3,
MARINER WAY FROM COMMODORE DRIVE TO BAYOU DRIVE, AND
PINE OAK CIRCLE FROM PINE OAK DRIVE TO DEAD END OF PINE OAK CIRCLE**

COMPETITIVE SEALED BID #1601-02

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR
DICKINSON STREET REHABILITATION 2016
GILL ROAD FROM RODEO BEND DRIVE TO BESS ROAD,
HOLLYWOOD STREET FROM TIMBER DRIVE TO S.H. 3,
MARINER WAY FROM COMMODORE DRIVE TO BAYOU DRIVE, AND
PINE OAK CIRCLE FROM PINE OAK DRIVE TO DEAD END OF PINE OAK CIRCLE

COMPETITIVE SEALED BID #1601-02

TABLE OF CONTENTS

CONTRACT DOCUMENTS

- Schedule Summary
- Invitation to Bid
- Scope of Work and Special Conditions
- Instructions to Bidders
- General Conditions of the Bidding
- City of Dickinson Contractor Insurance Requirements
- Schedule of Drawings
- Supplemental Information / Minority/Woman-Owned Business Participation
- Bid Form
- References
- Supplemental Information
- Conflict of Interest Questionnaire
- Bidder Reminder List
- Form Contract for Construction
- Technical Specifications
- Geotechnical Report

BID OPENING DATE: January 27, 2016

COMPETITIVE SEALED BID #1601-02 SCHEDULE SUMMARY

Wednesday	January 13, 2016 Galveston Daily News	Bid Documents Released and 1 st Legal Advertising for Bid
Wednesday	January 20, 2016 Galveston Daily News	2 nd Legal Advertising for Bid
Wednesday	January 20, 2016 10:30 am Dickinson City Hall Council Chambers	Non-Mandatory Pre-Submittal Conference
Thursday	January 21, 2016	Last day for inquiries and clarifications <i>(Please submit all questions via www.CivCastUSA.com)</i>
Wednesday	January 27, 2016 10:00 am Dickinson City Hall 10:10 am Dickinson City Hall Council Chambers	Deadline for Submission of Bids Opening of Bids
Tuesday	February 23, 2016 Dickinson City Hall Council Chambers	City Council Award of Bid and Contract

Note: This schedule is preliminary and may be modified at the discretion of the owner.

COMPETITIVE SEALED BID #1601-02

**DICKINSON STREET REHABILITATION 2016
GILL ROAD FROM RODEO BEND DRIVE TO BESS ROAD,
HOLLYWOOD STREET FROM TIMBER DRIVE TO S.H. 3,
MARINER WAY FROM COMMODORE DRIVE TO BAYOU DRIVE, AND
PINE OAK CIRCLE FROM PINE OAK DRIVE TO DEAD END OF PINE OAK CIRCLE**

The City of Dickinson is accepting Competitive Sealed Bids for all supervision, materials, labor and equipment necessary for the removal and disposal of existing pavement and driveways, and placement of 6 inches of concrete paving on Gill Road from Rodeo Bend Drive to Bess Road, Hollywood Street from Timber Drive to S.H. 3, Mariner Way from Commodore Drive to Bayou Drive, and Pine Oak Circle from Pine Oak Drive to Dead End of Pine Oak Circle.

BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, JANUARY 27, 2016. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

BIDS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, JANUARY 27, 2016 AT 10:10 A.M.

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at www.ci.dickinson.tx.us or obtained in person at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

A non-mandatory pre-submittal conference will be held at 10:00 a.m. on Wednesday, January 20, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Construction documents will be available for review at the pre-submittal conference.

All bids submitted for City consideration must include the original and one copy, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1601-02, Dickinson Street Rehabilitation 2016 – Gill Road from Rodeo Bend Drive to Bess Road, Hollywood Street from Timber Drive to S.H. 3, Mariner Way from Commodore Drive to Bayou Drive, and Pine Oak Circle from Pine Oak Drive to Dead End of Pine Oak Circle, Attention: Carolyn Anderson, City Secretary", and must contain the name of the company submitting the bid.

A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for 100% of the contract price.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of ninety (90) days from the date bids are opened.

1st Advertisement: Galveston Daily News, January 13, 2016
2nd Advertisement: Galveston Daily News, January 20, 2016

SCOPE OF WORK AND SPECIAL CONDITIONS

1. SCOPE OF WORK

The scope of work under this bid shall include all materials, labor, equipment, supervision and incidentals for removal and disposal of existing pavement and driveways, and placement of 6-inch concrete paving for the following:

- A. Gill Road from Rodeo Bend Drive to Bess Road- approximately 1,370 feet in length and 20 feet wide and requires approximately 3,225 square yards of concrete;
- B. Hollywood Street from Timber Drive to S.H. 3 - approximately 1,213 feet in length and 20 feet wide and requires approximately 2,875 square yards of concrete;
- C. Mariner Way from Commodore Drive to Bayou Drive - approximately 700 feet in length and 20 feet wide and requires approximately 1,555 square yards of concrete; and
- D. Pine Oak Circle from Pine Oak Drive to Dead End of Pine Oak Circle – approximately 504 feet in length and 20 feet wide and requires approximately 1,211 square yards of concrete.

All work shall be performed in accordance with the Construction Plans developed for the project and available from the Public Works Department and Technical Specifications provided herein.

2. RESPONSIBILITIES OF THE CONTRACTOR

The bidder must be capable of performing all responsibilities normally associated with providing concrete paving in accordance with the Construction Plans available from the Public Works Department and Technical Specifications provided herein. The successful bidder shall furnish all supervision, materials, labor, and equipment for the removal and disposal of existing pavement and driveways, and placement of 6 inches of concrete pavement on the roadways delineated above.

3. CONSTRUCTION SCHEDULE

Following award of bid, City will meet with the successful bidder to develop and submit a construction schedule for each street and for the total scope of work. The successful bidder will be required to complete the entire scope of work as outlined in Section 1 above within 210 calendar days after the date of the first written notice to proceed issued by the City. The work to be performed shall be commenced within ten (10) calendar days after the date a written notice to proceed has been issued to successful bidder by the City. Construction activity is allowed Monday through Friday between the hours of 6:30 am and 10:30 pm and on Saturdays and Sundays between the hours of 8:30 am and 10:30 pm, unless otherwise permitted by the Director of Public Works in compliance with the City's noise regulations.

4. USE OF SUBCONTRACTORS

The City specifically prohibits the use of subcontractors without written authorization. Authorized subcontractors are subject to the same insurance requirements as stated in the Contractor Insurance Requirements provided in this Bid.

5. SAFETY REGULATIONS

The successful bidder's personnel shall wear orange safety vests on all job sites. Work gloves and other appropriate clothing/shoes shall be worn. The successful bidder's personnel must have received the appropriate safety training prior to start of work.

6. TRAFFIC CONTROL PLANS

Contractor will be responsible for the Traffic Control Plan.

INSTRUCTIONS TO BIDDERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.

1. BIDS, PREPARATION AND SUBMITTAL

Bidders must utilize the Bid Form and must submit an original and one (1) copy of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to all conditions and matters that can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents, or should there be any doubt as to a document's meaning and intent, the Bidder should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted with and satisfied as to character, quality and quantity of equipment and/or services to be furnished.

3. NON-MANDATORY PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held at 10:00 a.m. on Wednesday, January 13, 2016 in the Council Chambers at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas 77539. Construction documents will be available for review at the pre-submittal conference. Additionally, City representatives will answer any questions with regard to the scope and intent of this project. This is a non-mandatory meeting.

4. DELIVERY OF BIDS

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered.

5. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

6. BID ALTERATION/WITHDRAWAL

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of ninety (90) calendar days after opening of the bids.

7. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.

8. BID OPENINGS

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

9. BASIS OF AWARD

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids.

The City of Dickinson reserves the right to contact any offer or, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offer or, or to reject any or all bids.

10. BID TABULATION

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at www.ci.dickinson.tx.us.

11. PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) working days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

GENERAL CONDITIONS OF BIDDING

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. The successful bidder must begin work in accordance with the construction schedule to be developed by City and the successful bidder. This should be considered and reflected in the Bid.

BIDDING

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements, contract bid quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DELIVERY PROMISE-PENALTIES:** Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
6. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
7. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of

Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

8. PROPRIETARY INFORMATION: If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.
9. CORRESPONDENCE: The bid number assigned to this Project must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
10. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
11. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.
12. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Kellis George, Director of Public Works, by telephone (281) 337-6267 or e-mail kgeorge@ci.dickinson.tx.us. Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.

PERFORMANCE

13. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

14. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
15. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

16. LABORATORY TESTING:

16.01 Owner will provide for laboratory testing during construction, except that CONTRACTOR will provide for testing and/or laboratory certification of materials furnished for use in construction, if required elsewhere by these specifications.

16.02 Retests of materials or installations found defective in initial tests will be at CONTRACTOR's expense. The final pay estimate will not be processed until the CONTRACTOR has paid his portion of the laboratory testing invoices.

16.03 PUBLIC WORKS DIRECTOR or representative of the CITY has the right to temporarily halt construction for the purpose of acquiring test samples.

16.04 Copies of CONTRACTOR performed test results shall be submitted promptly to the CITY

17. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
18. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
19. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
20. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
21. ETHICS: The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

PURCHASE ORDERS AND PAYMENT

22. PURCHASE ORDERS: A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
23. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without required bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
24. APPROPRIATION CLAUSE: The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

25. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
26. PAYMENT TERMS: Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed. Specific Payment Terms shall be contained in Contract for Construction to be executed by Successful Respondent and the City.
27. INVOICES: Invoices must be submitted by the successful bidder in duplicate to IDS Engineering Group, 13430 Northwest Freeway, Suite 700, Houston, Texas 77040.

CONTRACT

28. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
29. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Harris and/or Galveston Counties authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
30. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
31. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
32. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate. Bidder, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Bidder.

33. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its sole expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
34. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
35. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
36. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
37. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all bidders shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
38. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the bidder represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the bidder has not been found to be liable for such practices in such proceedings.
39. **FELONY CRIMINAL CONVICTIONS:** The bidder represents and warrants that neither the bidder nor the bidder's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the bidder has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
40. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

41. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability

Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

SCHEDULE OF DRAWINGS
COMPETITIVE SEALED BID #1601-02
DICKINSON STREET REHABILITATION 2016
GILL ROAD FROM RODEO BEND DRIVE TO BESS ROAD,
HOLLYWOOD STREET FROM TIMBER DRIVE TO S.H. 3,
MARINER WAY FROM COMMODORE DRIVE TO BAYOU DRIVE, AND
PINE OAK CIRCLE FROM PINE OAK DRIVE TO DEAD END OF PINE OAK CIRCLE

Gill Road from Rodeo Bend Drive to Bess Road

<u>Sheet No.</u>	<u>Description</u>
1	Cover Sheet
2	Construction Notes
3	Project Layout
4	Paving Plan
5	Paving Details
6	Stormwater Pollution Prevention Plan
7	Stormwater Pollution Prevention Plan Details (MOD.)

Hollywood Street from Timber Drive to S.H. 3

<u>Sheet No.</u>	<u>Description</u>
1	Cover Sheet
2	Construction Notes
3	Project Layout
4	Paving Plan
5	Paving Details
6	Stormwater Pollution Prevention Plan
7	Stormwater Pollution Prevention Plan Details (MOD.)

Mariner Way from Commodore Drive to Bayou Drive

<u>Sheet No.</u>	<u>Description</u>
1	Cover Sheet
2	Construction Notes
3	Project Layout
4	Paving Plan
5	Paving Details
6	Stormwater Pollution Prevention Plan
7	Stormwater Pollution Prevention Plan Details (MOD.)

Pine Oak Circle from Pine Oak Drive to End of Pine Oak Circle

<u>Sheet No.</u>	<u>Description</u>
1	Cover Sheet
2	Construction Notes
3	Project Layout
4	Paving Plan
5	Paving Details
6	Stormwater Pollution Prevention Plan
7	Stormwater Pollution Prevention Plan Details (MOD.)

SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**CITY OF DICKINSON, TEXAS
BID FORM**

1. In submitting this Bid, Bidder represents the following:
 - a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):
Addenda: _____
Date: _____ Signature: _____
 - b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
 - c. Bidder has given the City written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
 - d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
 - e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
 - f. This Bid will remain open and subject to acceptance for ninety (90) days after the day of Bid opening.
2. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.
3. Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services, materials and/or equipment as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

BIDDER:

Company: _____ Date: _____

Signature: _____

Printed Name: _____ Title: _____

Address: _____

City, State & Zip: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

Federal EID #/SSN #: _____

CITY OF DICKINSON, TEXAS

BID FORM

COMPETITIVE SEALED BID # 1601-02

**CITY OF DICKINSON
2016 STREET REHABILITATION
GILL ROAD FROM RODEO BEND TO BESS ROAD
HOLLYWOOD STREET FROM TIMBER DRIVE TO S.H. 3
MARINER WAY FROM COMMODORE DRIVE TO BAYOU DRIVE
PINE OAK CIRCLE FROM PINE OAK DRIVE TO DEAD END OF PINE OAK CIRCLE**

Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
GENERAL ITEMS (all streets):					
1	Mobilization	L.S.	1	\$ _____	\$ _____
2	Traffic Control Plan	L.S.	1	\$ _____	\$ _____
Subtotal General Items (all streets):					\$ _____
GILL ROAD EARTHWORK ITEMS:					
3	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	14	\$ _____	\$ _____
Subtotal Gill Road Earthwork Items:					\$ _____
GILL ROAD PAVING ITEMS:					
4	Remove and dispose driveway, All types, All Thicknesses	S.Y.	425	\$ _____	\$ _____
5	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	3,225	\$ _____	\$ _____
6	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	3,889	\$ _____	\$ _____
7	Furnish Lime (8%), Complete in Place	TON	113	\$ _____	\$ _____
8	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	495	\$ _____	\$ _____
9	Asphalt transition: 2" HMA Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	35	\$ _____	\$ _____
10	Remove and replace walkway with reinforced concrete, Complete in Place	S.Y.	4	\$ _____	\$ _____
Subtotal Gill Road Paving Items:					\$ _____

GILL ROAD EROSION CONTROL ITEMS:					
11	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans. Complete in Place	L.S.	1	\$ _____	\$ _____
12	Furnish and Install Sodding, Complete in Place	S.Y.	657	\$ _____	\$ _____
Subtotal Gill Road Erosion Control Items:					\$ _____
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
GILL ROAD EXTRA WORK ITEMS:					
13	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____	\$ _____
14	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	75	\$ _____	\$ _____
15	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	584	\$ _____	\$ _____
16	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____	\$ _____
17	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____	\$ _____
18	Relocate R1-1 Stop Sign with Street Name Signs, Complete in Place	EA.	2	\$ _____	\$ _____
19	Adjust Manhole to Finished Grade	EA.	1	\$ _____	\$ _____
20	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
21	Lower storm sewer pipe/culvert, including installation of new rubber gaskets as necessary, All sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
22	Adjust sanitary sewer pipe, All sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
23	Adjust Fire Hydrant to Finished Grade	EA.	1	\$ _____	\$ _____
24	Adjust Water Valve to Finished Grade	EA.	10	\$ _____	\$ _____
25	Adjust Water Service Line, All Sizes	EA.	10	\$ _____	\$ _____
26	Adjust Water Meter to Finished Grade	EA.	10	\$ _____	\$ _____
Subtotal Gill Road Extra Work Items:					\$ _____
Subtotal Gill Road All Items + General Items:					\$ _____

Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
HOLLYWOOD STREET EARTHWORK ITEMS:					
27	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	12	\$ _____	\$ _____
Subtotal Hollywood Street Earthwork Items:					\$ _____
HOLLYWOOD STREET PAVING ITEMS:					
28	Remove and dispose driveway, All types, All Thicknesses	S.Y.	333	\$ _____	\$ _____
29	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	2875	\$ _____	\$ _____
30	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	3396	\$ _____	\$ _____
31	Furnish Lime (8%), Complete in Place	TON	98	\$ _____	\$ _____
32	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	406	\$ _____	\$ _____
33	Adjust Water Meter to Finished Grade	EA	2	\$ _____	\$ _____
34	Asphalt transition: 2" HMA Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	120	\$ _____	\$ _____
Subtotal Hollywood Street Paving Items:					\$ _____
HOLLYWOOD STREET EROSION CONTROL ITEMS:					
35	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ _____	\$ _____
36	Furnish and Install Sodding, Complete in Place	S.Y.	563	\$ _____	\$ _____
Subtotal Hollywood Street Erosion Control Items:					\$ _____

HOLLYWOOD STREET WATER LINE ITEMS:					
37	Adjust Fire Hydrant to Finished Grade	EA	1	\$ _____	\$ _____
38	Adjust Water Valve to Finished Grade	EA	1	\$ _____	\$ _____
Subtotal Hollywood Street Water Line Items:					\$ _____
HOLLYWOOD STREET MISCELLANEOUS ITEMS:					
39	Adjust Manhole to Finished Grade	EA	2	\$ _____	\$ _____
Subtotal Hollywood Street Miscellaneous Items:					\$ _____
HOLLYWOOD STREET EXTRA WORK ITEMS:					
40	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____	\$ _____
41	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	61	\$ _____	\$ _____
42	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	510	\$ _____	\$ _____
43	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____	\$ _____
44	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____	\$ _____
45	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
46	Lower storm sewer pipe / culvert, including installation of new rubber gaskets as necessary, All sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
47	Adjust Sanitary Swer Pipe, All Sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
48	Adjust Water Service Line, All Sizes	EA.	10	\$ _____	\$ _____
49	Adjust Water Meter to Finished Grade	EA.	10	\$ _____	\$ _____
Subtotal Hollywood Street Extra Work Items:					\$ _____
Subtotal Hollywood Street All Items:					\$ _____

Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
MARINER WAY EARTHWORK ITEMS:					
50	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	7	\$ _____	\$ _____
Subtotal Mariner Way Earthwork Items:					\$ _____
MARINER WAY PAVING ITEMS:					
51	Remove and dispose driveway, All types, All Thicknesses	S.Y.	240	\$ _____	\$ _____
52	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	1555	\$ _____	\$ _____
53	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	1833	\$ _____	\$ _____
54	Furnish Lime (8%), Complete in Place	TON	53	\$ _____	\$ _____
55	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	306	\$ _____	\$ _____
56	Relocate Street Name Sign, Complete in Place	EA	2	\$ _____	\$ _____
57	Asphalt transition: 2" HMAC Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	33	\$ _____	\$ _____
58	Remove and replace walkway with reinforced concrete, Complete in Place	S.Y.	9	\$ _____	\$ _____
Subtotal Mariner Way Paving Items:					\$ _____
MARINER WAY EROSION CONTROL ITEMS:					
59	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ _____	\$ _____
60	Furnish and Install Sodding, Complete in Place	S.Y.	316	\$ _____	\$ _____
Subtotal Mariner Way Erosion Control Items:					\$ _____

MARINER WAY WATER LINE ITEMS:					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
61	Adjust Water Valve to Finished Grade	EA	1	\$ _____	\$ _____
Subtotal Mariner Way Water Line Items:					\$ _____
MARINER WAY MISCELLANEOUS ITEMS:					
62	Adjust Manhole to Finished Grade	EA	1	\$ _____	\$ _____
Subtotal Mariner Way Miscellaneous Items:					\$ _____
MARINER WAY EXTRA WORK ITEMS:					
63	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____	\$ _____
64	Extra 6" Reinforced Concrete Driveway as directed by the Engineer, complete in	S.Y.	46	\$ _____	\$ _____
65	Extra 6" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	275	\$ _____	\$ _____
66	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____	\$ _____
67	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____	\$ _____
68	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
69	Lower storm sewer pipe / culvert, including installation of new rubber gaskets as necessary, All sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
70	Adjust sanitary sewer pipe, All sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
71	Adjust Water Service Line, All Sizes	EA.	10	\$ _____	\$ _____
72	Adjust Water Meter to Finished Grade	EA.	10	\$ _____	\$ _____
Subtotal Mariner Way Extra Work Items:					\$ _____
Subtotal Mariner Way All Items:					\$ _____

Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
PINE OAK CIRCLE EARTHWORK ITEMS:					
73	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	5	\$ _____	\$ _____
Subtotal Pine Oak Circle Earthwork Items:					\$ _____
PINE OAK CIRCLE PAVING ITEMS:					
74	Remove and dispose driveway, All types, All Thicknesses	S.Y.	367	\$ _____	\$ _____
75	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	1212	\$ _____	\$ _____
76	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	1452	\$ _____	\$ _____
77	Furnish Lime (8%), Complete in Place	TON	42	\$ _____	\$ _____
78	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	368	\$ _____	\$ _____
Subtotal Pine Oak Circle Paving Items:					\$ _____
PINE OAK CIRCLE EROSION CONTROL ITEMS:					
79	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ _____	\$ _____
80	Furnish and Install Sodding, Complete in Place	S.Y.	285	\$ _____	\$ _____
Subtotal Pine Oak Circle Erosion Control Items:					\$ _____

PINE OAK CIRCLE EXTRA WORK ITEMS:					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
81	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____	\$ _____
82	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	56	\$ _____	\$ _____
83	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	218	\$ _____	\$ _____
84	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____	\$ _____
85	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____	\$ _____
86	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
87	Lower storm sewer pipe / culvert, including installation of new rubber gaskets as necessary, All sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
88	Adjust sanitary sewer pipe, All sizes, Complete in Place	L.F.	100	\$ _____	\$ _____
89	Adjust Water Service Line, All sizes	EA.	10	\$ _____	\$ _____
90	Adjust Water Meter to Finished Grade	EA.	10	\$ _____	\$ _____
Subtotal Pine Oak Circle Extra Work Items:					\$ _____

Subtotal Gill Road All Items + General Items:	\$ _____
Subtotal Hollywood Street All Items:	\$ _____
Subtotal Mariner Way All Items:	_____
Subtotal Pine Oak Circle All Items:	\$ _____

Grand Total Gill Road + General Items, Hollywood Street, Mariner Way, and Pine Oak Circle All Items:	\$ _____
---	-----------------

Cash Discount Terms: _____

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable commercial business references for which the Bidder has performed work.

1. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Brief description of project. _____

2. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Brief description of project. _____

3. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Brief description of project. _____

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship YES NO
- 2. Partnership YES NO
- 3. Corporation YES NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

NO YES If yes, specify () MBE () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? NO YES

If yes, specify governmental agency: _____

Date of certification: _____

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>Date Received:</p>	<p>_____</p>
<p>1. Name of person who has a business relationship with the City of Dickinson.</p> <p>_____</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Name of local government officer with whom filer has employment or other business relationship.</p> <hr/> <p style="text-align: center;">Name of Officer</p> <hr/> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p>	
<p>4.</p> <p>Signature of person doing business with the government entity _____ Date _____</p>	

BIDDER REMINDER LIST:

REQUIRED DOCUMENTATION INCLUDED?

ORIGINAL AND ONE (1) COPY INCLUDED?

**ALL BLANKS COMPLETED ON BID FORM AND OTHER
REQUIRED DOCUMENTS?**

**COMPLETE CONFLICT OF INTEREST
QUESTIONNAIRE?**

COMPLETED COMPANY PROFILE/REFERENCES?

COMPLETED SIGNATURE?

FORM CONTRACT FOR CONSTRUCTION

COUNTY OF GALVESTON
STATE OF TEXAS

§ CONTRACT BETWEEN THE
§ CITY OF DICKINSON, TEXAS
§ AND _____
§ FOR DICKINSON STREET
§ REHABILITATION 2016
§ GILL ROAD FROM RODEO BEND
§ DRIVE TO BESS ROAD,
§ HOLLYWOOD STREET FROM TIMBER
§ DRIVE TO S.H. 3, MARINER WAY
§ FROM COMMODORE DRIVE TO
§ BAYOU DRIVE, AND PINE OAK CIRCLE
§ FROM PINE OAK DRIVE TO DEAD END
§ OF PINE OAK CIRCLE

This Contract made this _____, 2016, by and between _____, hereinafter referred to as "Contractor", and the City of Dickinson, Texas, hereinafter referred to as "City", 4403 Highway 3, Dickinson, Texas 77539.

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1.

SCOPE OF THE WORK

Contractor shall provide all supervision, labor, materials and equipment necessary for the project identified as Dickinson Street Rehabilitation 2016 – Gill Road from Rodeo Bend Drive to Bess Road, Hollywood Street from Timber Drive to S.H. 3, Mariner Way from Commodore Drive to Bayou Drive, and Pine Oak Circle from Pine Oak Drive to Dead End of Pine Oak Circle, Competitive Sealed Bid # 1601-02 (hereinafter "Work"). Such Work shall be performed in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for the Work, (Exhibit "A");
- (c) The Contractor's Proposal dated _____ (Exhibit "B");
- (d) The Contractor's Payment Bond for the Work (Exhibit "C");
- (e) The Contractor's Performance Bond for the Work (Exhibit "D"); and
- (f) Construction Schedule Established for the Work (Exhibit "E").

In the event there exists a conflict between any of the terms, clauses, or phrases of the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, and Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

ARTICLE 2.
SCHEDULE FOR COMPLETION / LIQUIDATED DAMAGES / DELAYS

2.01 SCHEDULE FOR COMPLETION. Prior to starting Work, the Contractor and the City shall meet to develop a Construction Schedule for the Work pursuant to Scope of Work and Special Conditions contained in Exhibit "A." The Construction Schedule shall be signed by the Contractor and the City and become a part of this Contract as Exhibit "E." The Contractor shall submit any major revisions to the approved Construction Schedule as the Work progresses to the City for review. The approved Construction Schedule may only be modified upon the written approval of City.

A written notice to proceed will be issued to the Contractor by the City for each individual street. The Work to be performed under this Contract shall be commenced within ten (10) calendar days after the date the written notice to proceed for a particular street has been issued to Contractor by the City. Contractor shall sign off on each notice to proceed that acknowledges their agreement to the number of days established by the Construction Schedule. Contractor shall fully complete the entire Scope of Work to the satisfaction of the City within 210 calendar days after the date of the first written notice to proceed has been issued by the City.

2.02 LIQUIDATED DAMAGES. The parties acknowledge that adherence by Contractor to the approved Construction Schedule and times set forth herein for completion of the Project is essential to this Contract. It is agreed by the parties that the actual damages which might be sustained by City by reason of the breach by Contractor of its promise to timely complete the Work in accordance with the provisions hereof are uncertain and would be difficult to ascertain. It is further agreed that the sum of **THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$350.00)** for each day that completion of the Project or any portion of the Work is overdue according to the Construction Schedule would be reasonable and just compensation for such breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach. Any liquidated damages shall be deducted from Contractor's final payment under this Contract.

2.03 DELAYS. The Contractor shall be entitled to an extension of time specified in the Construction Schedule under this Contract only when claim for such extension is submitted to the City in writing by the Contractor within seven (7) calendar days from and after the time when any alleged cause of delay shall occur; and then only when such extension of time is approved by the City. In adjusting the Contract working time for the completion of the Work, unforeseeable causes defined herein shall be taken into consideration. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the Contractor. Unforeseeable Cause is defined as:

- (a) An act of God in the form of unusually severe weather conditions, including storms, flood, fire or similar event, that could not have been anticipated or guarded against and which materially affects the work site, including access or egress thereto; or
- (b) A riot or war situation actually involving the site or actually preventing the Contractor from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as identified to City.

No event shall be deemed an Unforeseeable Cause for the purposes of this Contract unless it actually and directly necessitates a delay in the Work which could not be otherwise remedied by taking reasonably prudent steps, and the Contractor could not reasonably adjust the schedule of the remaining Work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s).

Notwithstanding any other term contained in the Contract Documents, no adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the Contractor, his agents, employees or subcontractors; and no adjustment shall be made to the Contract price and the Contractor shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the City. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the terms specified in the Contract Documents, and no act of the City shall be deemed a waiver or entitlement of such extension.

ARTICLE 3. CONTRACT PRICE

Compensation for Work satisfactorily performed hereunder shall be in an amount not to exceed the sum of _____ (\$_____). City shall issue progress payments in accordance with the terms of this Contract.

ARTICLE 4. PROGRESS PAYMENTS

Progress payments for Work completed shall be paid in the following manner: Percentage of completion for materials and labor satisfactorily completed on a monthly basis: ninety (90%) percent of amount billed with ten (10%) percent retained until the entire Contract is completed. Contractor shall furnish City with appropriate documentation evidencing Contractor's payment for all work performed or materials provided by subcontractors. If Contractor is unable to produce such documentation evidencing payment, City may withhold that portion of the payment due to such subcontractor(s), without penalty, until Contractor provides documentation evidencing to City that Contractor has paid all such costs and that there is no existing claim by such subcontractors.

The final payment request from Contractor shall include the release of ten percent (10%) retainage and shall be submitted to the City upon final completion and acceptance of the Work.

Release of Liens. A partial release of liens must be provided with each payment application. A final release of liens must be provided to the City by the Contractor for the entire Work prior to release of the final ten percent (10%) retainage.

ARTICLE 5. GENERAL PROVISIONS

- 5.1 QUALITY OF WORK.** All Work shall be completed in a workman-like manner to the satisfaction of City and in compliance with all codes, ordinances, and other applicable federal, state, and local laws. City shall be responsible for initial core testing of the Work. However, if any section of the Work fails such core testing, Contractor shall be required to tear out and replace such failing sections of the Work at its sole expense and shall reimburse City for any and all costs associated with retesting such failing sections of the Work. Upon satisfactory completion of all Work hereunder as determined by City and prior to payment of final invoice by City, Contractor shall provide City with a release of all liens and waiver of claims from subcontractors. Contractor's requirement to provide such release shall be a condition precedent to City's remittance of final payment under this Contract.
- 5.2 PLAN AND SCALE DRAWING.** The Contractor shall utilize the construction plans and drawings furnished by City to complete the Work.
- 5.3 LICENSES REQUIRED.** To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform such Work. The City specifically prohibits the use of subcontractors without written authorization. In the event Contractor receives written authorization from the City to engage subcontractors to perform Work hereunder, Contractor shall fully pay such subcontractor and in all instances remain responsible for the proper completion of the Work hereunder.
- 5.4 CHANGE ORDERS.** All change orders shall be in writing and signed both by City and Contractor and shall be incorporated in and become part of the Contract Documents.

- 5.5. INSURANCE.** Contractor warrants that it has obtained and will maintain throughout the duration of the Work, insurance covering injury to its employees and third parties, including coverage for bodily injury and property damage resulting from, related to or arising out of Contractor's Work. Such insurance shall cover acts and omissions of Contractor, its employees, agents, and subcontractors. Contractor shall provide a certificate of insurance showing the City as additional insured and providing such types and amounts of coverage as required in the City's Specifications for the Work attached hereto as Exhibit "A". Such certificate of insurance shall provide that the City is to receive thirty (30) days written notice of cancellation.
- 5.6. PERMITS.** Contractor shall at its own expense obtain all permits necessary for the Work to be performed.
- 5.7. REMOVAL OF DEBRIS.** Contractor agrees to remove all debris and leave the premises in a clean condition acceptable to the City.
- 5.8. DAMAGES.** Contractor shall make every reasonable effort to protect the work area from loss or damage. Any portion of the work area damaged by Contractor during the course of the Work must be repaired by Contractor at no additional cost to the City. Damages shall include, but not be limited to, any damage caused by the Contractor to fences, yards, shrubs, or open public spaces. Any repair work shall match the existing condition of the items and area damaged.
- 5.9. DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.10. WARRANTY.** Contractor warrants all Work for a period of twenty-four (24) months following the date of final acceptance of the Work by the City.
- 5.11. TERMINATION.** City may terminate this Contract upon ten (10) days prior written notice to Contractor.
- 5.12. TAXES.** The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.
- 5.13. SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.14. VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.

- 5.15 INDEPENDENT CONTRACTOR.** Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the Work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants and shall indemnify City from all claims and damages resulting from this Work; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.
- 5.16 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.17 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.18 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.19 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.20 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of City Council approval.

CITY OF DICKINSON, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Carolyn E. Anderson, City Secretary
City of Dickinson, Texas

CONTRACTOR

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Corporate Secretary

Exhibit C

PAYMENT BOND

STATE OF TEXAS

CITY OF DICKINSON, GALVESTON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That _____
 _____ of the City of _____, County of
 _____, and State of _____, as Principal, and
 _____ authorized under the laws of the State of Texas to act as
 Surety on bonds for Principals, are held and firmly bound unto
 _____ (OWNER) in the penal sum
 of _____
 _____ Dollars (\$ _____), for the payment whereof, the said Principal and
 Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders,
 partners, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the
 _____ day of _____, 20____, for

DICKINSON STREET REHABILITATION 2016
 GILL ROAD FROM RODEO BEND DRIVE TO BESS ROAD,
 HOLLYWOOD STREET FROM TIMBER DRIVE TO S.H. 3,
 MARINER WAY FROM COMMODORE DRIVE TO BAYOU DRIVE, AND
 PINE OAK CIRCLE FROM PINE OAK DRIVE TO DEAD END OF PINE OAK CIRCLE
 CITY OF DICKINSON, GALVESTON COUNTY, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
 at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall
 pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work
 provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and
 effect. Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas
 Government Code as amended and all liabilities on this bond shall be determined in accordance with
 provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or
 addition to the terms of the contract, or to the work performed thereunder, or the documents, plans,
 specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond,
 and it does hereby waive notice of any such change, extension of time, alteration or addition to the
 terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

Email address

Telephone

The name and address of the Resident Agent of Surety is:

Telephone

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

Exhibit D

PERFORMANCE BOND

STATE OF TEXAS

CITY OF DICKINSON, GALVESTON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That _____
 _____ of the City of _____, County of
 _____, and State of _____, as Principal, and

 authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held and
 firmly bound unto _____
 _____(OWNER) in the penal sum
 of _____
 _____ Dollars (\$ _____), for payment whereof, the said Principal and
 Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders,
 partners, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the
 _____ day of _____, 20____, for

DICKINSON STREET REHABILITATION 2016
 GILL ROAD FROM RODEO BEND DRIVE TO BESS ROAD,
 HOLLYWOOD STREET FROM TIMBER DRIVE TO S.H. 3,
 MARINER WAY FROM COMMODORE DRIVE TO BAYOU DRIVE, AND
 PINE OAK CIRCLE FROM PINE OAK DRIVE TO DEAD END OF PINE OAK CIRCLE
 COMPETITIVE SEALED BID #1601-02
 CITY OF DICKINSON, GALVESTON COUNTY, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
 at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
 faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and
 singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by
 the Principal to be observed and performed during the original term of the Contract and any extensions
 thereof that may be granted by Owner, and during the life of any guaranty or warranty required under
 the Contract, and according to the true intent and meaning of said Contract and the Contract
 Documents and the Plans and Specifications related thereto, then this obligation shall be void;
 otherwise to remain in full force and effect. Provided, however, that this bond is executed pursuant to
 provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be
 determined in accordance with provisions of said Article to same extent as if it were copied at length
 herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

Email address

Telephone

The name and address of the Resident Agent of Surety is:

Telephone

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

TECHNICAL SPECIFICATIONS TABLE OF CONTENTS

Governing Specifications

All construction included in this project shall be completed in accordance with the current City of Dickinson Standard Specifications for Construction and supplemented with current City of Houston and Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges. The City of Dickinson Specifications are included in this manual. Bidders and Contractors can access the City of Houston standard specifications (which are listed below in bold or mentioned by reference herein) on the COH website at <http://edocs.publicworks.houstontx.gov/engineering-and-construction/specifications.html>. TxDOT standard specifications which are not listed below or mentioned by reference herein can be accessed on the TxDOT website at <ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>. The proposed construction is subject to the following, but not limited to the specifications listed below:

<u>TxDOT SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
104	Removing Concrete.....	1
105	Removing Stabilized Base and Asphalt Pavement.....	1
216	Proof Rolling.....	1
260	Lime Treatment (Road-mixed).....	7

<u>SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
01330	Submittals Procedures	4
02105	Storm Water Pollution Prevention Plan	5
02200	Mobilization	2
02315	Roadway Excavation	4
02319	Borrow	2
02510	Portland Cement Concrete Paving	6
02922	Sod.....	2
03200	Concrete Reinforcement.....	5
03310	Portland Cement Concrete	3
03370	Membrane Curing.....	3

<u>CoH SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
01578	Control of Ground Water and Surface Water	10
02086	Adjusting Manholes, Inlets, and Valve Boxes to Grade	3
02911	Topsoil	2

ITEM 104 REMOVING CONCRETE

Source: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges, June 1, 2004 (<ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>)

- 104.1. Description. Break, remove, and salvage or dispose of existing hydraulic cement concrete.
- 104.2. Construction. Remove existing hydraulic cement concrete from locations shown on the plans. Avoid damaging concrete that will remain in place. Saw-cut and remove the existing concrete to neat lines. Replace any concrete damaged by the Contractor at no expense to the City of Dickinson. Unless otherwise shown on the plans, accept ownership and properly dispose of broken concrete in accordance with federal, state, and local regulations.
- 104.3. Measurement. Removing concrete pavement, floors, porches, patios, riprap, medians, foundations, sidewalks, driveways, and other appurtenances will be measured by the square yard (regardless of thickness) or by the cubic yard of calculated volume, in its original position.

Removing curb, curb and gutter, and concrete traffic barrier will be measured by the foot in its original position. The removal of monolithic concrete curb or dowelled concrete curb will be included in the concrete pavement measurement.

Removing retaining walls will be measured by the square yard along the front face from the top of the wall to the top of the footing.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal. Additional measurements or calculations will be made if adjustments of quantities are required.

- 104.4. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Removing Concrete" of the type specified. This price is full compensation for breaking the concrete; loading, hauling and salvaging or disposing of the material; and equipment, labor, tools, and incidentals.

Removing retaining wall footings will not be paid for directly, but will be considered subsidiary to this Item.

END OF SECTION

ITEM 105
REMOVING STABILIZED BASE AND ASPHALT PAVEMENT

Source: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges, June 1, 2004 (<ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>)

105.1. Description. Break, remove, and store or dispose of existing asphalt pavement or stabilized base materials.

105.2. Construction. Break material retained by the City of Dickinson (“City”) into pieces not larger than 24 in. Remove existing asphalt pavement prior to disturbing stabilized base. Avoid contamination of the asphalt materials and damage to adjacent areas. Repair material damaged by operations outside the designated locations.

Stockpile materials designated salvageable at designated site(s) assigned by City. Prepare stockpile site by removing vegetation and trash and by providing for proper drainage. Dispose of materials not designated as salvageable in accordance with federal, state, and local regulations.

105.3. Measurement. This Item will be measured by the 100-ft. station along the baseline of each roadbed, by the square yard of existing stabilized base and asphalt pavement in its original position, or by the cubic yard of existing stabilized base and asphalt pavement in its original position, as calculated by the average end area method. Square yard and cubic yard measurement will be established by the widths and depths shown in the plans and the lengths measured in the field.

105.4. Payment. The work performed in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Removing Stabilized Base and Asphalt Pavement,” of the depth specified. This price is full compensation for breaking the material, loading, hauling, unloading, stockpiling or disposing; repair to areas outside designated locations for removal; and equipment, labor, tools, and incidentals.

END OF SECTION

ITEM 216
PROOF ROLLING

Source: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges, June 1, 2004 (<ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>)

216.1. Description. Proof-roll earthwork, base, or both to locate unstable areas.

216.2. Equipment.

- A. Specified Equipment. Furnish rollers that when loaded weigh at least 25 tons. The maximum acceptable load is 50 tons. Provide rollers that meet the requirements of Section 210.2.D, "Pneumatic Tire Rollers."
- B. Alternative Equipment. Instead of the specified equipment, the Contractor may, as approved, operate other compaction equipment that produces equivalent results in the same period of time. Discontinue the use of the alternative equipment and furnish the specified equipment if the desired results are not achieved.

216.3. Construction. Perform proof rolling as directed. Adjust the load and tire inflation pressures within the range of the manufacturer's charts or tabulations, as directed. Make at least 2 coverages with the proof roller. Offset each trip of the roller by at most 1 tire width. Operate rollers at a speed between 2 and 6 miles per hour, as directed. If an unstable or non-uniform area is found, correct the area in accordance with the applicable Item.

216.4. Payment. The work performed and equipment furnished in accordance with this Item shall be subsidiary to pavement removal and subgrade preparation, which shall also include furnishing and operating equipment and labor, materials, tools, and incidentals.

END OF SECTION

ITEM 260
LIME TREATMENT (ROAD-MIXED)

Source: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges, June 1, 2004 (<ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>)

260.1. Description. Mix and compact lime, water, and subgrade or base (with or without asphaltic concrete pavement) in the roadway.

260.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. Obtain verification from the Engineer that the specification requirements are met before using the sources. The Engineer may sample and test project materials at any time before compaction. Use Tex-100-E for material definitions.

- A. Lime. Furnish lime that meets the requirements of DMS-6350 "Lime and Lime Slurry," and DMS-6330, "Lime Sources Prequalification of Hydrated Lime and Quicklime." Use hydrated lime, commercial lime slurry, or quicklime, as shown on the plans. When furnishing quicklime, provide it in bulk.
- B. Water. Furnish water free of industrial wastes and other objectionable material.
- C. Asphalt. When asphalt or emulsion is permitted for curing purposes, furnish materials that meet the requirements of Item 300, "Asphalts, Oils, and Emulsions," as shown on the plans or as directed.
- D. Mix Design. The Engineer will determine the target lime content and optimum moisture content in accordance with Tex-121-E or prior experience with the project materials. The Contractor may propose a mix design developed in accordance with Tex-121-E. The Engineer will use Tex-121-E to verify the Contractor's proposed mix design before acceptance. Reimburse the City for subsequent mix designs or partial designs necessitated by changes in the material or requests by the Contractor. When treating existing materials, limit the amount of asphalt concrete pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

260.3. Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

- A. Storage Facility. Store quicklime and dry hydrated lime in closed, weatherproof containers.

B. Slurry Equipment. Use slurry tanks equipped with agitation devices to slurry hydrated lime or quicklime on the project or other approved location. The Engineer may approve other slurring methods. Provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with a sampling device in accordance with Tex-600-J, Part I, when using commercial lime slurry.

C. Pulverization Equipment. Provide pulverization equipment that:

- cuts and pulverizes material uniformly to the proper depth with cutters that plane to a uniform surface over the entire width of the cut,
- provides a visible indication of the depth of cut at all times, and
- uniformly mixes the materials.

260.4. Construction. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

A. Preparation of Subgrade or Existing Base for Treatment. Before treating, remove existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on the plans or as directed. Shape existing material in accordance with applicable bid items to conform to typical sections shown on the plans and as directed. When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying existing material. Correct soft spots as directed. When new base material is required to be mixed with existing base, deliver, place, and spread the new material in the required amount per station. Manipulate and thoroughly mix new base with existing material to provide a uniform mixture to the specified depth before shaping.

B. Pulverization. Pulverize or scarify existing material after shaping so that 100% passes a 2-1/2-in. sieve. If the material cannot be uniformly processed to the required depth in a single pass, excavate and windrow the material to expose a secondary grade to achieve processing to plan depth.

C. Application of Lime. Uniformly apply lime using dry or slurry placement as shown on the plans or as directed. Add lime at the percentage determined in Section 260.2.D, "Mix Design." Apply lime only on an area where mixing can be completed during the same working day.

Start lime application only when the air temperature is at least 35°F and rising or is at least 40°F. The temperature will be taken in the shade and away from artificial heat. Suspend application when the Engineer determines that weather conditions are unsuitable.

Minimize dust and scattering of lime by wind. Do not apply lime when wind conditions, in the opinion of the Engineer, cause blowing lime to become dangerous to traffic or objectionable to adjacent property owners. When pebble grade quicklime is placed dry, mix the material and lime thoroughly at the time of lime application. Use of quicklime can be dangerous. Inform users of the recommended precautions for handling and storage.

1. Dry Placement. Before applying lime, bring the prepared roadway to approximately optimum moisture content. When necessary, sprinkle in accordance with Item 204, "Sprinkling." Distribute the required quantity of hydrated lime or pebble grade quicklime with approved equipment. Only hydrated lime may be distributed by bag. Do not use a motor grader to spread hydrated lime.
2. Slurry Placement. Provide slurry free of objectionable materials, at or above the approved minimum dry solids content, and with a uniform consistency that will allow ease of handling and uniform application. Deliver commercial lime slurry to the jobsite or prepare lime slurry at the jobsite or other approved location by using hydrated lime or quicklime, as specified.

Distribute slurry uniformly by making successive passes over a measured section of roadway until the specified lime content is reached. Uniformly spread the residue from quicklime slurry over the length of the roadway being processed, unless otherwise directed.

- D. Mixing. Begin mixing within 6 hours of application of lime. Hydrated lime exposed to the open air for 6 hours or more between application and mixing, or that experiences excessive loss due to washing or blowing, will not be accepted for payment.

Thoroughly mix the material and lime using approved equipment. Allow the mixture to mellow for 1 to 4 days, as directed. When pebble grade quicklime is used, allow the mixture to mellow for 2 to 4 days, as directed. Sprinkle the treated materials during the mixing and mellowing operation, as directed, to achieve adequate hydration and proper moisture content. After mellowing, resume mixing until a homogeneous, friable mixture is obtained.

After mixing, the Engineer will sample the mixture at roadway moisture and test in accordance with Tex-101-E, Part III, to determine compliance with the gradation requirements in Table 1.

Gradation Requirements Sieve Size	(Minimum % Passing)	
	Base	Subgrade
1-3/4 in.	100	100
3/4 in.	85	85
No. 4	—	60

- E. **Compaction.** Compact the mixture using density control, unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the treated material in accordance with Item 204, "Sprinkling." Determine the moisture content of the mixture at the beginning and during compaction in accordance with Tex-103-E.

Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least one-half the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 MPH, as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Rework in accordance with Section 260.4.F, "Reworking a Section." Perform the work at no additional expense to the City.

1. **Ordinary Compaction.** Roll with approved compaction equipment, as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.
 2. **Density Control.** The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.
 - a. **Subgrade.** Compact to at least 95% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans.
 - b. **Base.** Compact the bottom course to at least 95% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans. Compact subsequent courses treated under this Item to at least 98% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans.
- F. **Reworking a Section.** When a section is reworked within 72 hours after completion of compaction, rework the section to provide the required density. When a section is reworked more than 72 hr. after completion of compaction, add additional lime at 25% of the percentage determined in Section 260.2.D, "Mix Design." Reworking includes loosening, adding material or removing unacceptable material if necessary, mixing as directed, compacting, and finishing. When density control is specified, determine a new maximum density of the reworked material in accordance with Tex-121-E, and compact to at least 95% of this density.

- G. Finishing. Immediately after completing compaction of the final course, clip, skin, or tight-blade the surface of the lime-treated material with a maintainer or subgrade trimmer to a depth of approximately ¼ in. Remove loosened material and dispose of at an approved location. Roll the clipped surface immediately with a pneumatic tire roller until a smooth surface is attained. Add small amounts of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades shown on the plans or as directed.

Finish grade of constructed subgrade in accordance with Section 132.3.F.1, “Grade Tolerances.” Finish grade of constructed base in accordance with Section 247.4.D, “Finishing.”

- H. Curing. Cure for the minimum number of days shown in Table 2 by sprinkling in accordance with Item 204, “Sprinkling,” or by applying an asphalt material at a rate of 0.05 to 0.20 gal. per square yard as directed. Maintain moisture during curing. Upon completion of curing, maintain the moisture content in accordance with Article 132.3.E, “Maintenance of Moisture and Reworking” for subgrade and Article 247.4.E, “Curing” for bases prior to placing subsequent courses.

Do not allow equipment on the finished course during curing except as required for sprinkling, unless otherwise approved. Apply seals or additional courses within 14 calendar days of final compaction.

Table 2

Minimum Curing Requirements before Placing Subsequent Courses¹

Untreated Material	Curing (Days)
PI ≤ 35	2
PI > 35	5

1. Subject to the approval of the Engineer. Proof rolling may be required as an indicator of adequate curing.

260.5. Measurement.

- A. Lime. When lime is furnished in trucks, the weight of lime will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, “Weighing and Measuring Equipment.”

When lime is furnished in bags, indicate the manufacturer’s certified weight. Bags varying more than 5% from that weight may be rejected. The average weight of bags in any shipment, as determined by weighing 10 bags taken at random, must be at least the manufacturer’s certified weight.

1. Hydrated Lime.
 - a. Dry. Lime will be measured by the ton (dry weight).
 - b. Slurry. Lime slurry will be measured by the ton (dry weight) of the hydrated lime used to prepare the slurry at the job site.
2. Commercial Lime Slurry. Lime slurry will be measured by the ton (dry weight) as calculated from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.
3. Quicklime.
 - a. Dry. Lime will be measured by the ton (dry weight) of the quicklime.
 - b. Slurry. Lime slurry will be measured by the ton (dry weight) of the quicklime used to prepare the slurry multiplied by a conversion factor of 1.28 to give the quantity of equivalent hydrated lime, which will be the basis of payment.

B. Lime Treatment. Lime treatment will be measured by the square yard of surface area. The dimensions for determining the surface area are established by the widths shown on the plans and the lengths measured at placement.

260.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 260.6.A, "Lime," or Section 260.6.B, "Lime Treatment."

Furnishing and delivering new base will be paid for in accordance with Section 247.6.B, "Flexible Base (Roadway Delivery)." Mixing, spreading, blading, shaping, compacting, and finishing new or existing base material will be paid for in accordance with Section 260.6.B, "Lime Treatment." Removal and disposal of existing asphalt concrete pavement will be paid for in accordance with pertinent Items or Article 4.2, "Changes in the Work." Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item, unless otherwise shown on the plans.

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade or existing base will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade or existing base will be paid for in accordance with pertinent Items or Article 4.2, "Changes in the Work."

Asphalt used solely for curing will not be paid for directly, but will be subsidiary to this Item. Asphalt placed for curing and priming will be paid for under Item 310, "Prime Coat."

A. Lime. Lime will be paid for at the unit price bid for “Lime” of one of the following types:

- Hydrated Lime (Dry),
- Hydrated Lime (Slurry),
- Commercial Lime Slurry,
- Quicklime (Dry), or
- Quicklime (Slurry).

This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals.

Lime used for reworking a section in accordance with Section 260.4.F, “Reworking a Section,” will not be paid for directly but will be subsidiary to this Item.

B. Lime Treatment. Lime treatment will be paid for at the unit price bid for “Lime Treatment (Existing Material),” “Lime Treatment (New Base),” or “Lime Treatment (Mixing Existing Material and New Base),” for the depth specified. No payment will be made for thickness or width exceeding that shown on the plans. This price is full compensation for shaping existing material, loosening, mixing, pulverizing, providing lime, spreading, applying lime, compacting, finishing, curing, curing materials, blading, shaping and maintaining, replacing, disposing of loosened materials, processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Schedule of Values.
2. Construction Schedules.
3. Shop Drawings, Product Data, and Samples.
4. Operations and Maintenance (O&M) Data.
5. Manufacturer's Certificates.
6. Construction Photographs.
7. Project Record Documents and Monthly Certification.
8. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Submit Shop Drawings, data and samples for related components as required by Specifications and Project Manager.
2. Schedule submittals well in advance of the need for construction products. Allow time for delivery of products after submittal approval.
3. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. Allow a minimum of 30 days for initial review. Project manager will review and return submittals to Contractor as expeditiously as possible but time required for review will vary depending on complexity and quantity of data submitted.
4. Project Manager's review of submittals covers only general conformity to the Drawings, Specifications and dimensions that affect the layout. Contractor is responsible for quantity determination. No quantities will be verified by the

SECTION 01330
SUBMITTAL PROCEDURES – Cont'd

Project Manager. Contractor is responsible for errors, omissions or deviations from the Contract requirements; review of submittals does not relieve Contractor from the obligation to furnish required items according to the Drawings and Specifications.

5. Submit five (5) copies of documents unless otherwise specified.
6. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
7. Assume risk for fabricated product delivered prior to approval. Do not incorporate Products into the Work, or included payments, until approved by Project Manager.

B. Transmittal Form and Numbering:

1. Transmit each submittal to Project Manager with a Transmittal letter which includes:
 - a. Date and submittal number
 - b. Project title and number
 - c. Names of Contractor, Subcontractor, Supplier and Manufacturer
 - d. Identifications of Product being supplied
 - e. Location of where Project is to be installed
 - f. Applicable specification section number.
2. Identify deviations from Contract document clouding submittal drawings. Itemize and detail on separate 8-1/2 by 11 inch sheets entitled "DEVIATIONS FOR _____." When no deviations exist, submit a sheet stating on deviations exist.
3. Have design deviations signed and sealed by an appropriate design professional, registered in the State of Texas.
4. Sequentially number transmittal letters beginning with the number 1. Use original number for re-submittals with an alphabetic suffix (i.e., 2A for first re-submittal of submittal 2 or 15C for third re-submittal of Submittal 15, etc.). Show only one type of work, or product on each submittal. Mixed submittals will not be accepted.
5. Identify variations from requirements of Contract Documents and identify product or system limitations.

SECTION 01330
SUBMITTAL PROCEDURES – Cont'd

C. Contractor's Stamp:

1. Apply Contractor's stamp, certifying that the items have been reviewed in detail by Contractor and that they comply with Contract requirement, except as noted by any requested variances.
2. As a minimum, Contractor's Stamp shall include:
 - a. Contractor's name.
 - b. Job number.
 - c. Submittal number.
 - d. Certification statement that Contractor has reviewed submittal and it is in compliance with the Contract.
 - e. Signature line for Contractor.

D. Submittals will be returned with one of the following responses:

1. "ACKNOWLEDGE RECEIPT" when no response and re-submittals is required.
2. "NO EXCEPTION: when sufficient information has supplied to determine that item described is accepted and that no re-submittals is required.
3. "EXCEPTIONS AS NOTED" when sufficient information has been supplied to determine that item will be acceptable subject to changed, or exceptions, which will be clearly stated. When exceptions require additional changes, the changes must be submitted for approval. Re-submittal is not required when exceptions require no further changes.
4. "REJECTED-RESUBMIT" when submittal does not contain sufficient information, or when information provided does not meet Contract requirements. Additional data or details required by Project Manager must be submitted to obtain approval.

1.03 MANUFACTURER'S CERTIFICATES

- A. When required by Specification sections, submit manufacturers' certificate of compliance for review by Project Manager.
- B. Place Contractor's Stamp on front of certification.
- C. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Product certificates may be recent or from previous test results, but must be acceptable to Project Manager.

SECTION 01330
SUBMITTAL PROCEDURES – Cont'd

1.04 DESIGN MIXES

- A. When specified in Specifications, submit design mixes for review.
- B. Place Contractor's Stamp, as specified in this section, on front page of each design mix.
- C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
- D. Maintain a copy of approved design mixes at mixing plant.

1.05 CHANGES TO CONTRACT

- A. Changes to Contract may be initiated by completing a Request for Information form. Project Manager will provide a response to Contractor by completing the form and returning it to Contractor.
 - 1. If Contractor agrees that the response will result in no increase in cost or time, a Minor Change in the Work will be issued by Project Manager.
 - 2. If Contractor and Project Manager agree that an increase in time or cost is warranted, Project Manager will forward the Request for Proposal for negotiation of a Change Order.

PART 2. PRODUCTS - Not Used

PART 3. EXECUTION - Not Used

END OF SECTION

SECTION 02105
STORM WATER POLLUTION PREVENTION PLAN

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work to be performed under this item shall pertain to the protection of downstream watercourses (i.e., storm sewer system, ditches, wetlands, etc.) from sediment runoff caused by construction activities. The structures and protection shall be as shown on the plans or as directed by the Owner's Representative at various locations.
- B. Contractor is responsible for implementation of the Pollution Prevention Plan included in the contract documents, the requirements of the Texas Pollutant Discharge Elimination System General Permit for Construction Stormwater, and local storm water quality regulations.

PART 2 PRODUCTS

2.01 SAFETY FENCE

- A. Safety fence shall be a minimum of 4 feet in height, orange or yellow in color, and shall have a break load of at least 300 lb/ft and a yield strength of at least 400 lb/ft. Safety fence is to be "Tenax Sentry" or approved equal.

2.02 SAFETY FENCE POST

- A. Safety fence posts are to be Medium Duty No. 1.25, 6-foot metal "Tee" posts.

2.03 FILTER FABRIC FENCE

- A. Filter fabric shall meet the requirements of Standard Specification Section 02621 - Geotextile.

2.04 FILTER FABRIC FENCE POSTS

- A. Filter fabric fence posts are to be 1" x 2" wood or equivalent metal with a minimum length of 3 feet.

2.05 STABILIZED CONSTRUCTION ACCESS

- A. Coarse aggregates shall consist of either crushed stone, gravel, crushed blast furnace slag, or combinations thereof. Aggregate particles shall be composed of clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic or injurious matter.

SECTION 02105
STORM WATER POLLUTION PREVENTION PLAN – Cont'd

B. Coarse aggregates shall conform to the following gradation requirements:

<u>Sieve Size</u> <u>(Square Mesh)</u>	<u>Percent Retained</u> <u>(By Weight)</u>
2-1/2"	0
2"	0 - 20
1-1/2"	15 - 20
3/4"	60 - 80
No. 4	95 - 100

2.06 ROCK FILTER DAMS

- A. Aggregate. Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide 3 to 6 in. aggregate.
- B. Wire. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires

PART 3 EXECUTION

3.01 PLACEMENT

- A. Erosion control structures and erosion control protection shall be provided at all storm sewer inlets, at those locations where construction activities are adjacent to wetland and/or drainage ditches, and at other such points as may be designated by the Owner's Representative or shown on the Plans.

3.02 RESPONSIBILITY OF THE CONTRACTOR FOR EROSION CONTROL

- A. The Contractor shall install erosion control measures at the earliest possible time during construction. If the Contractor fails to construct an erosion control structure after having been directed to do so by the Owner's Representative, this shall be cause for stopping construction on all parts of the project if, in the opinion of the Owner's Representative, the conditions warrant such action.

3.03 SAFETY FENCE

- A. Contractor shall install a 4 foot high orange or yellow safety fence at the direction of the Owner's Representative. Fence posts shall be spaced a maximum of 10 feet and are to be bedded 2 feet minimum. The top of the post is to be level with the top of the fence. A 9 gage galvanized wire is to be installed and fastened to the top and bottom of the fence and wire ties shall be used to secure the fence to the posts. Contractor shall be responsible for maintaining this fence.

SECTION 02105
STORM WATER POLLUTION PREVENTION PLAN – Cont'd

3.04 FILTER FABRIC FENCE

- A. Contractor shall install filter fabric fences as specified on the Plans or at the direction of the Owner's Representative. A trench should be excavated approximately 6 inches wide and 6 inches deep along the line of posts, upslope from the fence. The filter fabric should be stapled or wired to the fence posts with 6 inches of fabric extending into the trench. The fabric should extend a minimum of 15 inches and a maximum of 18 inches above original ground surface.
- B. The filter fabric should be purchased as a continuous roll cut to the length of the fence to avoid the use of joints. When joints are necessary, the fabric should be spliced together only at a support post, with a minimum 6 inch overlap, and sealed securely. When construction is complete, the trench should be backfilled and compacted over the filter material.
- C. The filter fabric fence shall be stapled to the wooden stakes with minimum 1/2" long heavy duty wire staples. Filter fabric fence shall not be stapled to existing trees.

3.05 STABILIZED CONSTRUCTION ACCESS

- A. Provide stabilized construction access, including truck washing area when authorized by Owner, of the sizes and at locations specified on the Plans. Stabilized construction exit shall be constructed in accordance with the City of Dickinson Engineer.
- B. Wheels must be cleaned prior to exiting the project site to avoid tracking sediment onto public right-of-way. When truck washing is needed to remove sediment, Contractor shall construct a truck washing area. Truck washing shall be done on stabilizing area which drains into an earth outlet sediment trap.
- C. Construct stabilized construction access and truck washing area in such a manner as to prevent sediment from entering public right-of-way, storm drain, ditch or watercourse through the use of sand bags, gravel, boards, or other similar methods.
- D. The stabilized construction access and truck washing area shall be inspected and maintained daily by the Contractor. Provide top dressing with additional coarse aggregates as required to maintain the minimum berm depth. Repair and cleanout damaged measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public right-of-way must be removed immediately.

3.06 VEGETATIVE BUFFER STRIPS

- A. All existing vegetation within areas designated on the plans as "vegetative buffer strips" shall be preserved in its natural condition. Areas shall not be disturbed by construction equipment traffic, materials storage, parking of worker's vehicles, or other construction related activities.

SECTION 02105
STORM WATER POLLUTION PREVENTION PLAN – Cont'd

3.07 SOD

- A. When directed by the Owner or noted in the Bid Proposal, Saint Augustine sod (16-inch wide single row, 32-inch double row) will be placed behind the back of curb or along edge of roadway (without curb) and along edge of driveway to limits indicated on plans after placement of the pavement.
- B. Sod strips shall be watered to promote a healthy growth. Portions of sod strips which fail to thrive shall be replaced at the Contractor's expense.

3.08 BURLAP SAND BAGS

- A. After placement of pavement, inlet protection devices (burlap sand bags) will be placed on either side and the back of Stage II storm inlets as shown on the plans.
- B. Sand bags shall be removed upon final acceptance by the Owner, or when the Owner's Representative so directs.

3.09 INLET PROTECTION BARRIER

- A. The entire perimeter of unfinished storm sewer inlets (Stage 1) will be protected with reinforced filter fabric and board covers as shown on the plans.
- B. Inlet protection barriers shall be removed prior to construction of Stage II of the storm sewer inlets.
- C. Sand bags will be placed in gutters on each side of existing inlets at locations shown on the plans.

3.10 MAINTENANCE

- A. Contractor shall inspect all structural controls within 24 hours after any storm event that meets or exceeds 0.5 inches of rainfall in a 24 hour period. During prolonged rainfall events, Contractor shall inspect structural controls on a daily basis. At a minimum, structural controls should be inspected once every 14 calendar days. A qualified representative of the Contractor, as approved by the Owner, shall provide these inspections. Should controls become ineffective, necessary repairs shall be performed to return the integrity of the structural controls.
- B. Sediment deposits shall be removed and spread evenly on surrounding ground upslope from the fence when deposits reach approximately 1/3 the height of the filter fabric fence.

SECTION 02105
STORM WATER POLLUTION PREVENTION PLAN – Cont'd

3.11 ROCK FILTER DAMS

- A. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place the aggregate to the lines, height, and slopes specified, without undue voids. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed.

PART 4 MEASUREMENT AND PAYMENT

- 4.01 MEASUREMENT: This item will be measured by “Lump Sum” as indicated on the plans.
- 4.02 PAYMENT: This item will be paid for at the contract lump sum price bid for “Storm Water Pollution Prevention Plan”. This price shall be full compensation for furnishing all labor, materials, supplies, equipment and incidentals necessary to complete the work as specified. The lump sump price will be pro-rated based on the number of workdays in the project contract. Failure to complete the work within time allowed in the project contract due to approving designs, testing, material shortages, closed construction season, curing periods, and testing periods will not qualify for additional compensation. When additional work is added by an approved field alteration or when work is suspended for the convenience of the City, through no fault of the contractor, additional compensation may be paid to the Contractors.

END OF SECTION

SECTION 02200 MOBILIZATION

PART 1 GENERAL

1.01 SUMMARY

A. Section includes requirements for construction preparation and final site restoration.

1.02 MEASUREMENT AND PAYMENT

A. Measurement and payment for mobilization is on a lump sum basis.

1. Payment of 70 percent of bid amount: When mobilization is complete, including move-in of major equipment, installation of project signs, sanitary facilities and, if required, temporary office and sanitary facilities for Engineer.
2. Payment of 30 percent of bid amount: When clean up of project site is complete, including removal of construction debris, temporary facilities, signs and related project appurtenances.

PART 2 PRODUCTS - Not used

PART 3 EXECUTION

3.1 GENERAL

- A. Protect items designated for preservation from abuse, marring or damage during construction operations.
- B. Maintain access and drainage continuously for duration of the project.
- C. Remove structures, abandoned utility lines and related obstructions to a depth of 2 feet below the finished grade.
- D. Collect tires, batteries, paint cans, oil cans and related debris items on the right-of-way in a location approved by the Engineer, for disposal by others.
- E. When Work is finished, remove existing signs and reinstall in an approved location when directed by the Engineer.

- F. Remove structures, outfall pipes, drainage facilities and other items that may interfere with the construction work or as designated on the Plans.
- G. Maintain all-weather access to adjacent facilities that have driveways.
- H. Establish and maintain access to the site.
- I. Clean up the site.
- J. Install, remove, relocate, replace and reinstall fences, barricades or barriers required to secure the site.
- K. Secure the site as necessary to perform the Work.

3.2 ABANDONED UTILITY LINES

- A. Remove abandoned utility lines that may interfere with the construction work or as designated on the Plans.
- B. Notify the utility owner prior to work on such abandoned lines.
- C. Plug and abandon utility lines left in place as approved by the Engineer.

3.3 ENCROACHMENTS

- A. Remove encroachments into City of Dickinson right-of-way that interfere with the construction work or as designated on the Plans.
- B. Coordinate with property owners at least 24 hours prior to any work on such encroachments.
- C. Place the removed encroachment neatly on the adjacent property.

3.4 PROJECT SIGNS

- A. Refer to construction plans.

END OF SECTION

**SECTION 02315
ROADWAY EXCAVATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation and compaction of materials for roadways.
- B. Excavation and compaction of materials for roadside ditches.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate measurement and payment will be made for roadway excavation, with or without subgrade. Contractor shall include the cost for this work in the Contract bid price for concrete and asphalt paving.

- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. ASTM D 698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12.44 ft-lbt7ft3),
- B. ASTM D 2216 - Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
- C. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).D. ASTM D 3017- Standard Test Method for Water content of Soil and Rock in Place by Nuclear Methods (Shallow Depth),
- E. ASTM D 4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Provide topsoil conforming to requirements of COH Section 02911 - Topsoil. Cost shall be subsidiary to hydromulch seeding and/or sodding.
- B. Provide backfill which is excavated material, graded free of roots, lumps greater than 6 inches, rocks larger than 3 inches, organic material, and debris.
- C. Provide structural backfill which is select material meeting following requirements:
 - 1. Plasticity index: not less than 12 nor more than 20.
 - 2. Maximum liquid limit: 45

PART 3 EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, and datum.
- B. Identify and flag surface and aerial utilities.
- C. Notify utility companies to remove or relocate utilities.
- D. Identify, stake, and flag known utility locations below grade. Make temporary or permanent relocation of underground pipes, ducts, or utilities where indicated on Drawings.
- E. Upon discovery of unknown or badly deteriorated utilities, or concealed conditions, discontinue work. Notify Project Manager and obtain instructions before proceeding in such areas.
- F. Obtain approval of top soil quality before excavating and stockpiling.

3.02 PROTECTION

- A. Protect following from damage or displacement:
 - 1. Trees, shrubs, lawns, existing structures, and other features outside of grading limits.
 - 2. Utilities either above or below grade, which are to remain.

3.03 TOPSOIL REMOVAL

- A. Strip off topsoil from area to be excavated to minimum depth of 6 inches, unless indicated otherwise on Drawings.
- B. Stockpile topsoil in designated location for reuse. Stockpile topsoil to depth not exceeding 8 feet. Cover to protect from erosion.

3.04 SOIL EXCAVATION

- A. Excavate to lines and grades shown on Drawings.
- B. Remove unsuitable material not meeting specifications. Backfill with embankment materials and compact to requirements of COH Section 02330- Embankment at no additional cost to City.
- C. Record location and plug and fill inactive water and oil wells. Conform to Texas Department of Health, Texas Natural Resource Conservation Commission, and Texas Railroad Commission requirements. Notify Project Manager prior to plugging wells.
- D. At intersections, grade back at minimum slope of one inch per foot. Produce smooth riding junction with intersecting street. Maintain proper drainage.
- E. When area is inadvertently over excavated, fill area in accordance with requirements of COH Section 02330- Embankment at no additional cost to City.
- F. Legally remove and dispose material not qualified for use and excess soil not being reused from site.

3.05 COMPACTION

- A. Maintain optimum moisture content of subgrade to attain required density.
- B. Compact to following minimum densities at moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on Drawings:
 - 1. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.
 - 2. Other areas: Minimum density of 90 percent of maximum dry density.

3.06 TOLERANCES

- A. Top of Compacted Surface: Plus or minus 1/2 inch in cross section, or in 16-foot length.

3.07 FIELD QUALITY CONTROL

- A. Test and analysis of soil materials will be performed in accordance with ASTM D 4318, ASTM D 2216, and ASTM D 698.
- B. Compaction testing will be performed in accordance with ASTM D 698 or ASTM D2922 and ASTM D 3017.
- C. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway.
- D. When tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at no additional cost to City.

3.08 PROTECTION

- A. Prevent erosion at all times. Maintain ditches and cut temporary swales to allow natural drainage in order to avoid damage to roadway. Do not allow water to pond.
- B. Distribute construction traffic evenly over compacted areas, where practical, to aid in obtaining uniform compaction. Protect exposed areas having high moisture content from wheel loads that cause rutting.
- C. Maintain excavation and embankment areas until start of subsequent work. Repair and recompact slides, washouts, settlements, or areas with loss of density.

END OF SECTION

**SECTION 02319
BORROW**

PART 1 GENERAL

1.01 SECTION INCLUDES

Soil materials for embankment or backfill.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate measurement and payment will be made for borrow. Contractor shall include the cost for this work in the Contract bid price for concrete and asphalt paving.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

A. ASTM D 2216 - Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil Aggregate Mixtures.

B. ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.04 SUBMITTALS

A. Conform to requirements of Section 01330- Submittal Procedures.

B. Submit location and description of proposed borrow area for approval.

C. Submit material samples for testing.

PART 2 PRODUCTS

2.01 SOIL MATERIAL

A. Grade borrow material used for embankment or backfill free of lumps greater than 6 inches, rocks larger than 3 inches, organic material, chemical waste or other contamination, and debris, Take borrow material from sources approved by Project Manager.

B. Use material with plasticity index not less than 12, nor more than 20 when tested in accordance with ASTM D 4318. Maximum liquid limit shall be 45, unless approved by Project Manager. Do not use blend of cohesive and granular soils to achieve required plasticity index.

PART 3 EXECUTION

3.01 PREPARATION

- A. Notify Project Manager and testing laboratory 5 days in advance of opening borrow source to permit obtaining samples for qualification testing. When material does not meet specification requirements, locate another source of borrow.
- B. Clear approved source area of trees, stump brush, roots vegetation, organic matter, and other unacceptable material before excavation.

3.02 TESTS

- A. Test and analyze soil materials in accordance with ASTM D 4318 and ASTM D 2216.

3.03 EXCAVATION

- A. Provide adequate drainage of surface water so that surface water run off does not enter borrow pit excavation.

3.04 HAULING

- A. Use covered trucks.

3.05 EMBANKMENT

- A. Conform to requirements of COH Section 02330 - Embankment.

END OF SECTION

SECTION 02510

PORTLAND CEMENT CONCRETE PAVING

PART 1 GENERAL

1.01 SCOPE

- A. This section specifies the requirements for providing, placing, curing and protecting Portland cement concrete paving, with or without reinforcement as indicated, constructed on a prepared subgrade.

1.02 QUALITY ASSURANCE

A. Formwork Tolerances

- 1. Forms shall be accurately set to the required grade and alignment and, during the entire operation of placing, compacting and finishing of the concrete, shall not *deviate* from this grade and alignment more than 1/8 inch in 10 feet of length.

B. Finishing Tolerance

- 1. Before the initial set, the entire surface shall be tested, and all irregularities or undulations, not within the tolerance of the following test, shall be corrected and brought within the requirements of the test and finished as necessary.
- 2. An approved 10-foot straightedge shall be placed parallel to the center of the roadway so as to bridge any depressions and touch all high spots. Ordinates measured from the face of the straightedge to the surface of the pavement shall at no place exceed 1/16 inch per foot from the nearest point of contact and in no case shall the maximum ordinate to a 10-foot straightedge be greater than 1/8 inch.

C. Coring

- 1. Pavement thickness will be determined by obtaining cores at points selected by the Engineer. After the pavement has been in place at least 28 days, a minimum of one core shall be taken for each 1,000 square yards of pavement or for each street whichever is greater unless otherwise specified on the Construction Plans. The cores shall have a minimum diameter of 4 inches and will be measured for length only, compressive strength tests will not be made unless requested by the Engineer.

D. Deficient Pavement

- 1. When the thickness of the pavement is deficient by more than 0.25 inches, the full area of the slab between joints, or between pre-established limits shall be removed and replaced with pavement meeting the specified thickness.

**SECTION 02510
PORTLAND CEMENT CONCRETE PAVING – Cont'd**

E. Pavement Thickness

1. The thickness of individual cores shall be determined in accordance with ASTM C174 by averaging no less than 3 such measurements. Any core, the thickness of which is equal to or greater than 1/4 inch less than the thickness shown on the approved drawings shall be considered one of deficient thickness. If a core is determined to be deficient in thickness, additional cores shall be taken at intervals of 10 feet on either side of the deficient core to establish the length of the deficient section. All additional cores taken are at the Contractor's expense. The length of the deficient section shall be the distance between the nearest cores of satisfactory thickness, and the width shall be the entire width of the pavement. The deficient concrete pavement shall be removed and replaced with concrete pavement that meets or exceeds requirements at no additional cost to the Owner.

PART 2 PRODUCTS

2.01 MATERIALS

A. Forms

1. The forms shall be either metal or wood and are subject to the approval of the Engineer. The forms shall not move or shift before or during concrete placement after they are set to the line and grade shown on the Construction Plans. The forms shall not bulge or deflect during concrete placement.

B. Welded Steel Wire Fabric

1. Plain wire fabric, as specified in the section entitled "CONCRETE REINFORCEMENT". They shall be in flat sheets. Rolls will not be permitted.

C. Reinforcing Steel Bars

1. As specified in the section entitled "CONCRETE REINFORCEMENT"

D. Dowel Bars

1. Provide smooth steel bar dowels as shown. Steel bars must conform to standards of ASTM A615, Grade 60.

E. Dowel Bar Sleeves

1. Metal or plastic sleeve, slightly larger than dowel bars, closed end, sized to fit dowel bar shown on the construction plans.

F. Concrete

1. Class 3000, as specified in the section entitled "PORTLAND CEMENT CONCRETE".

G. Membrane Forming Curing Compound ASTM C 309, Type 2, unless otherwise directed.

**SECTION 02510
PORTLAND CEMENT CONCRETE PAVING – Cont'd**

H. Joint Fillers and Sealants

1. Joint Sealing Material: Hot poured rubber asphalt conforming to SDHPT Item 360.2 (8) Class 2.

I. Expansion Joint Material

1. Concrete Pavements. Expansion joint material for concrete roadway pavement shall be of selected stock and density. Wood shall be clear, all heart cypress, or clear, all heart redwood. The boards shall be free of any defect which will impair its usefulness as expansion joint filler. The board joint shall be 1 inch nominal thickness. No board less than 6 feet in length shall be used.
2. Concrete Sidewalks and Driveways
 - a. Expansion joint material for sidewalks and between sidewalks and curbs shall be preformed bituminous fiber materials formed from cane or other suitable fibers of a cellular nature securely bound together and uniformly impregnated with a suitable asphaltic binder and shall meet the requirements of ASTM 0175.
 - b. Expansion joint material for sidewalks where short radius curves are used shall be preformed bituminous mastic composition material consisting of bituminous (asphalt or tar) mastic composition formed and encased between two layers of bituminous impregnated felt and shall meet the requirements of ASTM 0994.
 - c. Expansion joint material for sidewalks and driveways may also be of the material specified in 2.1.1.1.

J. Form Coating

1. Materials provided shall be commercial formulation form-coating compounds that will not bond with, not stain, not adversely affect concrete surfaces and not impair subsequent treatment of concrete surfaces.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

- A. Subgrade shall be properly prepared, shaped, and compacted as described in the Technical Specification entitled "LIME STABILIZED SUBGRADE".
- B. Prepared subgrade shall be proof-rolled to check for unstable areas and need for additional compaction. Do not begin paving work until such deficiencies have been corrected and subgrade is ready to receive paving.
- C. Loose material shall be removed from the compacted subgrade immediately prior to placing concrete and subgrade shall be uniformly dampened.

**SECTION 02510
PORTLAND CEMENT CONCRETE PAVING – Cont'd**

3.02 SETTING FORMS

- A. Set forms in accordance with the recommendations of SDHPT, Item 360.5.(2) and as specified herein. Unless otherwise shown on the Construction Plans, concrete may be placed using forms or a slipform paver.
- B. Rest forms directly on the subgrade. Do not shim up with pebbles or dirt. Accurately set forms to the required grade and alignment.
- C. Adjacent slabs may be used instead of forms provided that the existing concrete is well protected from possible damage by finishing equipment. These adjacent slabs must not be used for forms until the existing concrete is at least 24 hours old. For short radius curves less than 10 feet in length, wood or curved forms may be used. For curb returns at street intersections and driveways, a lumber form of good grade and quality may be used.
- D. Forms shall be set in sufficient quantity to allow continuous progress of concrete placement, and to ensure that forms shall remain in place at least 12 hours.
- E. Forms shall be cleaned after each use and coated with an approved form release agent prior to each use.
- F. The use of bent or damaged forms will not be permitted.
- G. Forms will be used at transition sections where new pavement ties into the existing pavement.

3.03 INSTALLATION OF JOINTS

- A. Surface of joints and other spaces to be sealed shall be examined for conditions that will adversely affect the quality of the installation. Do not proceed with the installation until all adverse conditions have been corrected.
- B. Joint surfaces shall be cleaned just prior to the installation of sealants and associated items. Dirt, insecure coatings, moisture and other substances which could interfere with the bond of the sealants and associated items shall be removed.
- C. Joint surfaces shall be primed or sealed where recommended by the sealant manufacturer. Adjoining surfaces shall be protected from spills and migration.
- D. Sealant and associated items shall be installed in accordance with the sealant manufacturer's installation instructions.
- E. Joint filler units shall be set to the proper depth or position in the joint to coordinate with other work. Filler units shall be installed without voids or gaps.
- F. Proven installation techniques shall be employed to ensure that sealants are installed in uniform, continuous ribbons without gaps or air pockets.
- G. Sealants shall be installed to depths specified.

**SECTION 02510
PORTLAND CEMENT CONCRETE PAVING – Cont'd**

- H. Sealants shall be cured in accordance with the sealant manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability.

3.04 INSTALLATION OF REINFORCING STEEL

- A. Pavement reinforcement shall be installed as specified in the section entitled "CONCRETE REINFORCEMENT".
- B. Sawed joints used to tie into existing pavement where no reinforcement is exposed will be dowelled horizontally using NO.6 bars, 24 inches long, drilled and embedded 12" into the center of the exiting slab with "PO ROC" or approved equal. Dowels shall be on 24 inch centers unless otherwise shown.
- C. Paving headers and railroad headers shall be installed where pavement connects to existing concrete streets at edge of pavement, or railroad crossings.
- D. Undercuts are required where new concrete pavement connects to existing asphaltic concrete streets or existing concrete pavement without a paving header.
- E. Where pavement ends and will be joined in the future by new pavement, Contractor shall leave 15 inches of reinforcing steel exposed beyond pavement, coat steel with asphalt and wrap the steel with burlap. As an alternate, the contractor may leave a standard expansion joint. Exposed steel shall be coated with asphalt and wrapped with burlap.
- F. Where pavement ends and will be joined in the future by new pavement, Contractor shall provide a thickened edge or "paving header" as shown on the Construction Plans.

3.05 PLACING AND FINISHING CONCRETE

- A. Concrete shall be placed and finished in accordance with the recommendations of SDHPT, Items 360.6.(3), 360.8.(1) and 360.8.(2) and as specified herein.
- B. The concrete, during and immediately after depositing, shall be distributed to such depth that, when consolidated and finished, the slab thickness required by plans will be obtained at all points and the surface shall not, at any point, be below the established grade. Special care shall be exercised in placing and spading concrete against forms and at all joints to prevent the forming of honeycombs and voids.
- C. After completion of the placement, consolidation and screeding, a hand-operated longitudinal float shall be operated to test and level the surface to the required grade.
- D. Before the concrete becomes non-plastic, the surface shall be belted with an approved belt, operated with short transverse strokes and a rapid advance longitudinally to produce a uniform surface of a gritty texture.

**SECTION 02510
PORTLAND CEMENT CONCRETE PAVING – Cont'd**

3.06 CURING AND PROTECTING CONCRETE

- A. Membrane curing compounds shall conform to requirements of SDHPT Item. 360.2.(13).
 - 1. The membrane curing compound shall be applied after the surface finishing has been completed, and immediately after the free surface moisture has disappeared. The surface shall be sealed with a single uniform coating of curing compound applied at the rate of coverage recommended by the manufacturer but not less than 1 gallon per 180 square feet of area. The membrane shall remain unbroken for a period of 72 hours. Membrane which is damaged shall be corrected immediately by reapplication of the membrane.
 - 2. The compound shall be thoroughly agitated during its use and shall be applied by means of approved mechanical power pressure sprayers. The equipment shall be of such design that it will insure uniform and even application of the membrane material. The sprayers shall be equipped with satisfactory atomizing nozzles.
 - 3. The compounds shall not be applied to a dry surface and if the surface of the concrete has become dry, it shall be thoroughly moistened prior to application of the membrane compounds by fogging or by mist application.
- B. Concrete may, as an alternate to membrane curing, be covered with burlap or suitable cotton mats which shall be kept wet continuously for a period of 72 hours after the placing of the burlap or mats. Curing shall commence as soon as the concrete has hardened sufficiently to be unmarked by the method of curing. Cotton mats shall conform to requirements of SDHPT Item 360.2 (15).
- C. No vehicles of any kind, including construction equipment, will be allowed on new pavement for a period of 7 days, unless approved by Owner.

PART 4 MEASUREMENT AND PAYMENT

- 4.01 MEASUREMENT: This item will be measured by "Square Yard" as indicated on the plans.
- 4.02 PAYMENT: This item will be paid for at the contract price bid for "Concrete Paving". This price shall be full compensation for furnishing all labor, materials, supplies, equipment and incidentals necessary to complete the work as specified. Failure to complete the work within time allowed in the project contract due to approving designs, testing, material shortages, closed construction season, curing periods, and testing periods will not qualify for additional compensation. When additional work is added by an approved field alteration or when work is suspended for the convenience of the City, through no fault of the contractor, additional compensation may be paid to the Contractors.

END OF SECTION

**SECTION 02922
SOD**

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes requirements for Bermudagrass or St. Augustinegrass sod and staples.

1.02 MEASUREMENT AND PAYMENT

- A. Measurement and payment for sodding is on a square yard basis.

1.03 SUBMITTALS

- A. Submit letter from sod grower attesting that sod is Bermudagrass or "Raleigh" St. Augustinegrass.

PART 2 PRODUCTS

2.01 SOD

- A. Provide live, growing Bermudagrass or "Raleigh" St. Augustinegrass sod, as required by the Engineer.
- B. Provide dark green sod with a healthy vigorous system of dense, thickly matted roots throughout the soil of the sod for a minimum depth of 1 inch (+/- 1/4 inch), excluding top growth and thatch.
- C. Provide sod that contains no more than 5 percent noxious weeds and other crop and weed contaminants.
- D. Provide sod free of diseases and harmful insects.
- E. Cut sod in uniform panels or rolls. Broken panels or panels or rolls with torn or uneven ends will not be accepted.
- F. Sod panels shall be strong enough to support their own weight and retain size and shape when suspended vertically from a firm grasp on the upper 10 percent of the panel.

SECTION 02922
SOD

- G. Harvest, deliver and install sod within a 36-hour period. Sod not planted within this time period must be inspected and approved by the Engineer prior to installation.
- H. Sod that has been allowed to dry out by exposure to the sun and air is unacceptable and will be considered nonconforming.

2.02 STAPLES

- A. Provide 6 inch x 1 inch x 6 inch, 11 gauge steel "u" staples.

PART 3 EXECUTION — Not used

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section specifies the requirements for providing, fabricating and placing reinforcement for concrete structures.

1.02 QUALITY ASSURANCE

A. Tolerances

1. Reinforcing bars shall be fabricated to meet the fabricating tolerances indicated in ACI 315.
2. Reinforcing bars shall be placed to meet the following placing tolerances:
 - a. Clear distance to formed surfaces: 1/4 inch (plus or minus)
 - b. Minimum spacing between bars: - 1/4 inch
 - c. Top bar in slabs and beams: Members 8 inches deep or less; 1/4 inch (plus or minus) Members more than 8 inches but not over 2 feet deep: 1/2 inch (plus or minus) Members more than 2 ft. deep: 1 inch (plus or minus)
 - d. Crosswise of members: spaced evenly within 2 inches
 - e. Lengthwise of members: 2 inches (plus or minus)

1.03 SUBMITTALS

A. Shop Drawings and Product Data

1. Shop Drawings shall be submitted showing details, locations, placement plans and bending diagrams for each reinforcement item.
2. Bar lists shall be submitted giving the weight of each bar type (or mark), the total weight of each bar size and the total weight of all bars in the list, based on the theoretical unit weights shown in ASTM A615.

SECTION 03200
CONCRETE REINFORCEMENT – Cont'd

B. Certificates

1. Certified copy of mill tests on each heat shall be submitted, showing chemical and physical analysis.
2. Welding Certificates shall be submitted as required by AWS 012.1

1.04 PRODUCT HANDLING

- A. Reinforcing bars shall be delivered to the fabricator in bundles, limited to one size and length of bar per bundle, securely tied and labeled with exposed plastic tags identifying the grade and size of bars.
- B. After fabrication, reinforcing bars shall be delivered to the Work Site properly identified in accordance with the approved Shop Drawings.
- C. Bars shall be handled and placed so as to prevent crimping, bending or warping before and during placement.
- D. Bars shall be protected from ground contact and from the elements.
- E. Welded steel wire fabric shall be delivered in flat sheets labeled to indicate the manufacturer's name and product identification.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Reinforcing Steel Bars
 1. Welded Conditions: Welding of reinforcing bars is not allowed.
 2. Non-welded conditions: ASTM A 615, deformed, Grade 60, unless otherwise indicated.
- B. Spiral Reinforcement and Reinforcing Wire
 1. Plain: ASTM A 82.
 2. Deformed: ASTM A 496.
 3. Use plain wire, unless otherwise indicated.

SECTION 03200
CONCRETE REINFORCEMENT – Cont'd

- C. Welded Steel Wire Fabric - Only approved for use in sidewalks.
 - 1. Plain: ASTM A 185
 - 2. Deformed: ASTM A 497
 - 3. Use gauges, spacing and dimensions as indicated.
- D. Accessories - Supports and spacers shall have a Class "C" plastic finish. Masonry brick shall not be used as support for reinforcement.

2.02 FABRICATION

A. General

- 1. After bar lists and bending diagrams have been reviewed and approved by the Engineer, each unit of reinforcement shall be fabricated to the type, shape, size, grade, and dimensions shown on the Construction Plans and Shop Drawings.

B. Cutting and Bending

- 1. Reinforcing bars shall be cut and bent before shipping to the work site.
- 2. Bending shall be performed cold and so as not to injure the material.
- 3. Irregularities in bending and evidence of re-bending will be cause for rejection.

PART 3 EXECUTION

3.01 GENERAL

- A. Before placing concrete, reinforcing steel shall be clean and free of mortar, dirt, scale, paint, oil, grease, loose rust and other foreign matter which could destroy or reduce the bond.
- B. Placement of reinforcement shall be inspected and approved by the Engineer before concrete is placed.

3.02 PLACING AND FASTENING

- A. Reinforcement shall be arranged and placed as shown on the Construction Plans and Shop Drawings and the approved bending diagrams and placement plans, and in accordance with the tolerances specified herein.
- B. Reinforcement shall be positively secured against displacement during placement of concrete.

SECTION 03200
CONCRETE REINFORCEMENT – Cont'd

- C. Bars shall be securely wired or clipped together.
- D. Concrete reinforcement shall be placed to provide minimum protective coverings as follows, except where greater minimum coverings are indicated on the Construction Plans and Shop Drawings:
 - 1. Concrete deposited against the ground: 3 inches
 - 2. Formed surfaces exposed to weather or in contact with the ground: 2 inches for reinforcing bars #6 or larger; 1-1/2 inches for reinforcing bars less than #6.
 - 3. Interior surfaces: 1-1/2 inches for beams, girders, and columns; 3/4 inch for slabs, walls and joists with #11 bars or smaller and 1-1/2 inches with #14 and #18.

3.03 SUPPORTS AND SPACERS

- A. Reinforcing bars shall be supported in position by approved spacers, chairs or hangers.
- B. Reinforcing steel located in the bottom of slabs on earth shall be supported on heavy duty plastic chairs of the proper size and dimensions to correctly position the steel.
- C. Supports shall be Class "c" - plastic protected bar supports and shall be used to support all reinforcing steel in sufficient quantity to maintain the specified concrete cover. In abutments and bent caps, heavy bolsters shall be used to support the bottom layers of reinforcement. In bridge deck slabs, rows of supports for bottom layer of reinforcement shall be used in each span at 5 foot centers, maximum spacing. High chairs to support top layer shall be placed as required to adequately support the reinforcement. Use of concrete blocks for reinforcing steel support will not be permitted in the construction of bridges or in roadway pavements.

3.04 SPLICING

- A. Reinforcing bars shall be furnished in full lengths as shown on the Construction Plans and Shop Drawings. Except where shown, splicing will not be permitted without prior written approval from the Engineer.
- B. Where permitted, splices shall conform to the following requirements:
 - 1. The specified concrete cover shall be maintained at lap splices. The spliced bars shall be placed in direct contact with each other and securely tied together.
 - 2. Main bar splices in adjacent bars shall be staggered a minimum of two splice lengths.

**SECTION 03200
CONCRETE REINFORCEMENT – Cont'd**

- C. Lap splices shall be made so that both bars will be in the same plane parallel with the concrete surface.
- D. Splices shall develop the full strength of bar being spliced.
- E. In all cases, the minimum splice length shall be 36 bar diameters.

END OF SECTION

SECTION 03310

PORTLAND CEMENT CONCRETE

PART 1 GENERAL

1.01 DESCRIPTION

- A. This Section specifies the requirements for Portland cement concrete, including materials, proportioning, batching, mixing, delivering and testing.
- B. Portland cement concrete shall be composed of Portland cement, fine aggregate, coarse aggregate, water and admixtures, as approved, all proportioned and mixed as specified herein.
- C. Classes of Concrete
 - 1. Classes of concrete are designated by a numeral indicating the minimum 28 day compressive strength in pounds per square inch as determined by ASTM C 39.
 - 2. Each class of concrete may consist of one or more mixes determined by the maximum size of aggregate, cement factor and types of admixtures or special aggregates.
 - 3. Each design within a class shall be considered as a specific type and shall require approval prior to use.

1.02 QUALITY ASSURANCE

A. Design Mix

- 1. Once a design mix for any class of concrete is approved, the mix shall not be varied as to source, quantity, quality, grading of materials, proportioning or in any other way.
- 2. All proposed mix changes require a new design mix and the Engineer's approval as specified hereinbefore.

B. Sampling and Testing

- 1. Concrete ingredients shall be sampled prior to use and shall be tested by the Owner's designated Testing Laboratory Service in accordance with the methods specified.

**SECTION 03310
PORTLAND CEMENT CONCRETE – Cont'd**

C. Slump

1. The slump range at point of delivery for concrete shall be maintained within the following limits:
 - a. Portland Cement concrete 2 - 5 inches pavement, pavement base, sidewalk and incidental construction.
 - b. Non-reinforced concrete other than 1 - 4 inches the above.
 - c. Reinforced concrete: 2 - 5 inches

D. Minimum Cement Content

1. Minimum Cement content shall be as follows:

Class	Minimum Cement Content
3,000	470 lb/cu yd
3,600	564 lb/cu yd
4,000	564 lb/cu yd
5,000	611 lb/cu yd

E. Concrete Sampling

1. The Contractor shall furnish concrete required by the independent testing lab for casting specimens and for the specified sampling and testing in accordance with ASTM C 172.

F. Concrete testing listed below shall be performed by the independent testing laboratory as follows unless otherwise directed by the Engineer or Owner:

1. Slump tests (ASTM C 143) and air content tests (ASTM C 173 or C 231, as applicable) for each 50 cubic yards or fraction thereof placed when ambient or concrete temperatures are less than 90°F.
2. Slump tests (ASTM C143) and air content tests (ASTM C 173 or C 231, as applicable) for each 30 cubic yards or fraction thereof placed when ambient or concrete temperatures are 90°F or higher (but not higher than 95°F.)

SECTION 03310
PORTLAND CEMENT CONCRETE – Cont'd

3. Compressive strength tests for all structural concrete shall consist of one set of three standard 6 inch by 12 inch cylinders for each 100 cubic yards or fraction thereof of structural concrete placed each day. The concrete shall be sampled in accordance with ASTM C 172. Concrete test cylinders shall be prepared in accordance with ASTM C 31.8 and tested in accordance with ASTM C 39. Compressive tests shall be performed at the following time intervals.
 - a. First Cylinder - After 7 days of curing
 - b. Second and Third Cylinder - After 28 days of curing

END OF SECTION

SECTION 03370

MEMBRANE CURING

PART 1 GENERAL

1.01 DESCRIPTION

This specification describes the curing of concrete pavement, concrete base, curbs, curb and gutters, sidewalks, driveways, medians, islands, concrete structures and slope paving by the impervious membrane method.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The membrane curing compound shall comply with the "Standard Specification for Liquid Membrane Curing Compounds, for Curing Concrete", ASTM C309.
- B. White pigmentation shall be used on concrete paving.
- C. Red or clear pigmentation shall be used on structures.
- D. The material shall have a minimum flash point of 80°F when tested by the "Pensky-Martin Closed Cup Method", ASTM D93.
- E. The material shall be of such consistency that it can be satisfactorily applied as a fine mist through an atomizing nozzle by means of approved pressure spraying equipment at atmospheric temperatures above 40°F.
- F. The material shall not produce permanent discoloration of concrete surfaces nor react deleteriously with the concrete or its components.
- G. The compound shall not settle out excessively or cake in the container and shall be capable of being mixed to a uniform consistency by moderate stirring.
- H. The compound shall have a daylight reflectance of not less than 60% of that of magnesium oxide.
- I. The compound shall produce a firm, continuous, uniform moisture-impermeable film free from pinholes and shall adhere satisfactorily to the surfaces of damp concrete.
- J. It shall, when applied to the damp concrete at the rate specified by the manufacturer, dry to touch in not more than 4 hours and shall not be tacky or track off concrete after 12 hours.

**SECTION 03370
MEMBRANE CURING – Cont'd**

- K. It shall adhere in a tenacious film and when sprayed, in a single application at the specified rate on the vertical face of damp concrete, shall not show signs of runs or sags.
- L. The compound shall not disintegrate, check, peel or crack during the required curing period.
- M. The compound shall not peel or pickup under traffic and shall disappear from the surface of the concrete by gradual disintegration.
- N. The permissible percentage moisture loss when tested for water retention shall not exceed 2%, 24 hours after application and 4%, 72 hours after application.
- O. The compound shall be delivered to the job only in the manufacturer's original containers, which shall be clearly labeled with the manufacturer's name, the trade name of the material and a batch number or symbol with which test samples may be correlated.

PART 3 EXECUTION

3.01 APPLICATION

- A. The membrane curing compound shall be applied after the surface finishing has been completed and immediately after the free surface moisture has disappeared.
- B. The surface shall be sealed with a single uniform coating of curing compound applied at a rate of not less than 1 gallon per 180 square feet of area.
- C. The Contractor shall provide satisfactory means and equipment to properly control and check the rate of application of the compound.
- D. The compound shall be thoroughly agitated during its use and shall be applied by means of approved pressure sprayers.
- E. The equipment will be of such design that it will ensure uniform and even application of the membrane material.
- F. The sprayers shall be equipped with satisfactory atomizing nozzles.
- G. For all spraying equipment, the Contractor shall prevent the loss of the compound between the nozzle and the concrete surface during the spraying operations.

SECTION 03370
MEMBRANE CURING – Cont'd

- H. The compounds shall not be applied to a dry surface and if the concrete has become dry, it shall be thoroughly moistened prior to application of membrane by fogging or moist application, sprinkling or coarse spraying will not be allowed.
- I. At locations where the coating shows discontinuities, pinholes or other defects, or if rain falls on the newly coated surface before the film has dried sufficiently to resist damage, an additional coat of the compound shall be applied immediately at the same rate of coverage specified herein.
- J. The water-impervious film shall be present at all times during the curing period specified.
 - 1. Dry areas are identifiable because of the lighter color of dry concrete as compared to damp concrete.
 - 2. All suspected areas shall be tested by placing a few drops of water on the suspected areas.
 - 3. If the water stands in rounded beads or small pools which can be blown along the surface of the concrete without wetting the surface, the water-impervious film is present.
 - 4. Should the foregoing test indicate that any area during the curing period is not protected by the required water-impervious film, an additional coat or coats of the compound shall be applied immediately.
 - 5. The rate of application of the membrane compound shall be increased until all areas are uniformly covered by the required water-impervious film.
- K. When temperatures are such as to warrant protection against freezing, curing by this method shall be supplemented with an approved insulating material capable of protecting the concrete for the specified curing period.
- L. If at any time there is a reason to believe that this method of curing is unsatisfactory or is detrimental to the work, the Contractor, when notified, shall immediately cease the use of this method and shall change to curing by one of the other methods specified.

END OF SECTION



**Geotechnical Engineering Study
Road Improvements
City Wide Improvement Projects
City of Dickinson, Texas**

Prepared For

**City of Dickinson
Dickinson, Texas**

Prepared By

**Paradigm Consultants, Inc.
9980 W. Sam Houston Pkwy S.
Houston, Texas
TBPE Reg. No. F-001478**

October 2015



October 5, 2015
Paradigm Project No. 15-1096

Kellis George
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**Geotechnical Engineering Study
Road Improvements
City Wide Improvement Projects
City of Dickinson, Texas**

Dear Mr. George:

Paradigm Consultants, Inc. presents this report of our geotechnical study for new paving along several streets in Dickinson, Texas. This study was authorized by a signed agreement on September 8, 2015. The scope of service was in accordance with Paradigm Proposal No. P15-188, dated August 31, 2015.

We appreciate the opportunity to work with you during the design phase of this project. If we may be of further assistance, please call us at your convenience.

Sincerely,

Ronald Gutierrez
Graduate Engineer

Ray Meyer, P.E.
Vice President

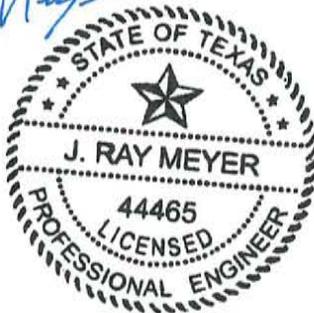


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Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely, on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you ASFE-member geotechnical engineer for more information.



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EXECUTIVE SUMMARY

The City of Dickinson retained Paradigm Consultants, Inc. to provide geotechnical design recommendations for the proposed new paving along several streets in Dickinson, Texas. This summary presents selected highlights of our findings and recommendations as a courtesy to the reader. This summary does not present crucial details needed for the proper application of our recommendations. Findings and recommendations of this study are related through the full report only.

The existing pavement section consists of about 1.0 in. of asphalt over 0-in to 4-in of aggregate base. Fill material, fat clay, sandy lean clay, sand, and silty sand were encountered within the 10-ft explored depth. During our field exploration, groundwater was not encountered.

The new paving section may consist of 2-in. thick asphalt pavement over 8-in. cement treated base. The subgrade should be stabilized to 6-in depth. The appropriateness of the recommended stabilizer and application rate should be determined by laboratory tests on samples of the exposed subgrade once the paving subgrade elevation has been achieved. For planning purpose, an application rate of 8% of hydrated lime can be used to stabilize paving subgrade to an 8-in. depth. Texas Department of Transportation (TxDOT) Specifications, Item 265, should be used as procedural guide for placing, mixing, and compacting the stabilizer and the soils.

INTRODUCTION

Paradigm Consultants, Inc. presents this report of our geotechnical study for new paving along several streets in Dickinson, Texas. This study was authorized by a signed agreement on September 8, 2015. The scope of service was in accordance with Paradigm Proposal No. P15-188, dated August 31, 2015.

Project Description

It is our understanding that the city of Dickinson plans to upgrade at least seven existing streets. The streets included in this renovation are listed in the table below.

Road
35 th Street (East of Kansas)
Nebraska Street
Hollywood Street
Gill Road
Johnson Street
Mariner's Way
Pine Oak Circle

Scope of Study

The objectives of this study were to develop design recommendations and construction considerations for the proposed paving and water lines. To accomplish these objectives, our study included the following tasks:

- Drilling and sampling soil borings:
- Recording groundwater if encountered,
- Performing geotechnical laboratory tests to aid in the classification and determine engineering properties of the soils encountered at the site;
- Analyzing the field and laboratory test data to develop geotechnical engineering design recommendations for paving thickness and subgrade preparation; and
- Preparing this report presenting our findings and recommendations.

FIELD EXPLORATION AND LABORATORY TESTING

Our field exploration included drilling and sampling 18 exploratory soil borings. The approximate boring locations are shown on Figures 1 through 7.

Drilling Operations

Paradigm drilled and sampled the soil borings using trailer-mounted drilling equipment. Our field operations were performed in general accordance with American Society for Testing Materials (ASTM D 1452¹ and ASTM D 5783²).

Soil Sampling

Soil was sampled continuously to the complete boring depth. The sampling method is determined based on the anticipated soils.

Cohesive Soil

Soils interpreted to be cohesive soils (clay) during field operations were sampled by hydraulically pushing a 3-in. diameter, thin-walled steel tube a distance of about 24 in. Our field sampling procedures were in general accordance with ASTM D 1587.³ For each recovered sample, our representative extruded the sample in the field, visually classified the soil, and measured the penetration resistance using a pocket penetrometer. A representative portion of the recovered sample was wrapped in aluminum foil and placed in cardboard sleeves for transport to our laboratory.

Cohesionless Soil

Soils interpreted to be cohesionless soils (sand and silt) during field operations were sampled as part of the Standard Penetration Test (SPT) by driving a 2-in. diameter split-barrel sampler. The sampler was driven 18 in. by a 140-lb hammer falling 30 in. in general accordance with the ASTM D 1586.⁴ Our representative recorded the number of blows required to drive the sampler through three consecutive 6-in. intervals. As permitted by ASTM D 1586, sampling was terminated if 50 blows were recorded within any one 6-in. interval. The sum of blows required to penetrate the final 12 in. is the SPT "N" value. For each sample, our representative visually classified the soils within the split-barrel sampler and placed a portion of the recovered sample into a plastic bag for transport to our laboratory.

Laboratory Testing

Paradigm performed geotechnical laboratory tests in general accordance with ASTM methods on selected soil samples to aid in soil classification and to test engineering properties. The test methods performed are presented in Table 1.

Table 1: Laboratory Test Methods

Test Name	Test Method
Moisture Content	ASTM D 2216 ⁵
Amount of Materials in Soils Finer than the No. 200 Sieve	ASTM D 1140 ⁶
Liquid and Plastic Limits and Plasticity Index	ASTM D 4318 ⁷
Unconfined Compressive Strength of Cohesive Soil	ASTM D 2166 ⁸

Boring Logs

Paradigm’s field representative logged each soil boring recording the drilling method, sampling method and interval, and penetration resistance. Details of the stratigraphic conditions encountered at each boring location were recorded on the field log in general accordance with ASTM D 5434.⁹ Identification and descriptions of the soils were based on visual-manual procedures described in ASTM D 2488.¹⁰

The boring logs were developed using the stratigraphic and soil property data obtained during our field exploration and laboratory testing programs. Each log represents our interpretation of general soil and water conditions at the boring location. The boring log includes the type and interval depth for each sample, the corresponding penetration resistance and SPT data, and the results of the index properties and strength testing. Soil classifications were based on the Unified Soil Classification System (ASTM D 2487¹¹). The boring logs and a key to the terms and symbols used on the logs are included in the Appendix.

Unified Soil Classification System

ASTM D 2487 classifies soil as either fine-grained or coarse-grained with the percentage of soil particles finer than the No. 200 sieve size used to differentiate between coarse-grained and fine-grained soil. Clay and silt are fine-grained soils and have 50% or more of their particles finer than the No. 200 sieve size. Gravel and sand are coarse-grained soils and have less than 50% of their particles finer than the No. 200 sieve size.

Clay has a plasticity index (PI) of 4 or greater and the plot of plasticity index versus liquid limit (LL) falls on or above the “A” line of the plasticity chart. Silt typically has a PI less than 4 and the plot of plasticity index versus liquid limit falls below the “A” line of the plasticity chart. For clay and silt, the descriptor “with sand” is used if 15% to 30% of the particles are sand size. If more than 30% of the particles within a clay or silt sample are sand size, the descriptor “sandy” is used. Fat clay has a liquid limit greater than or equal to 50, and lean clay has a liquid limit less than 50. Silty clay (CL-ML) has a PI between 4 and 7.

SURFACE AND SUBSURFACE CONDITIONS

General surface conditions were noted during our field exploration program. Subsurface and groundwater conditions were evaluated by drilling 18 exploratory soil borings, designated as B-1 through B-18 within the project site. Discussions of the site, soil, and groundwater conditions encountered during our field exploration are presented in the following sections.

Surface Conditions

In general, the existing roadway alignment consists of two-lane asphalt roads with an open ditch. The road side ditch is mostly covered with grass.

Existing Asphalt Paving Section

The existing pavement section consists of about 1-in. of asphalt over 0-in. to 4-in. of aggregate base. During our field exploration, groundwater was not encountered. Thicknesses of each layer and detailed classification are included in the boring logs in the Appendix.

Subsurface Soil Conditions

The subsurface soil conditions, based on intercepted soils from 18 exploratory borings, generally consist of fill material, fat clay, sandy lean clay, sand, and silty sand were encountered within the 10-ft explored depth. Additional details of encountered soils with laboratory test results are presented on boring logs in the Appendix.

Groundwater Conditions

During our field exploration, groundwater was not encountered. Short-term water level observations should not be interpreted to represent long-term conditions. Water levels vary seasonally and with climatic conditions.

ROADWAY

Paving Section

The proposed pavement thickness for the various streets using about 100,000 ESAL's as design input is 6 inches for streets in single and multi-family residential areas. Concrete for the roadways should have a minimum compressive strength of 3,500 psi at 28 days. The reinforcing steel (Grade 60) should be No. 4 bars spaced at 18-in. centers. The paving expansion joint spacing should be 60 ft, and the maximum spacing for contraction joints should be 15 ft. Pavement subgrade soils for the concrete paving should be stabilized with hydrated lime to an 8-in. depth. For planning purposes, estimate 6% hydrated lime by dry weight of the subgrade soil.

Subgrade Preparation

Subgrade preparation should extend 2 ft beyond the paving limits. By preparing the subgrade beyond the paving limits, paving edge preparation is ensured. Recommendations for subgrade preparation are as follows:

1. If paving cuts do not remove roots and other vegetation, the exposed subgrade should be stripped to at least 6-in. depth or sufficient depth to remove vegetation, roots, debris, or other unsuitable material. The actual stripping depth may vary.
2. After stripping and before any fill is placed, the exposed paving subgrade should be proofrolled using a rubber-tired vehicle weighing about 20 tons, such as a loaded dump truck or loaded water truck. The geotechnical engineer or a field representative of the engineer should observe proofrolling operations to delineate soft or weak areas that may require remediation.
 1. If fill is needed to adjust the grade for paving, clay excavated from other areas of the site or imported clay having a PI between 12 and 30 may be used. Use of clay meeting more stringent PI requirements is not needed since stabilization of the final subgrade layer is recommended as part of the paving section.
 2. Fill should be placed in maximum 8-in. thick loose lifts. Each lift should be compacted to 95% of the maximum dry density (ASTM D 698¹²). The moisture content of structural fill during placement and compaction should be within 1% dry to 3% wet of the optimum moisture content. The actual band of moisture within which compaction can be achieved should be determined once the moisture-density relation for the fill has been developed. Fill placement should be tested and documented by an experienced field representative of the engineer.
 3. Once the finished subgrade elevation has been achieved, the paving subgrade should be stabilized with hydrated lime (if fill material with a PI range from 12 to 30 is used) to 8-in. depth. The purpose of this treatment is to retard moisture infiltration, increase the subgrade strength and reduce the risk of pumping and loss of subgrade support. If the natural soils make up the subgrade, then an application rate of about 6% may be estimated for planning at this time. The final application rate should be selected based on the actual final subgrade soil.
 4. Stabilized soils should be compacted to at least 95% of the maximum dry density determined by standard effort (ASTM D 698). The moisture content should be at 3% wet of the optimum moisture content. The appropriateness of the recommended stabilizer and application rate should be determined by laboratory tests performed on samples of the exposed subgrade once the paving subgrade elevation has been achieved.

5. Hydrated lime should meet the requirements of Item 260¹³ of the TxDOT *Standard Specifications* for lime treatment method using commercial lime slurry. Stabilized soils should be compacted to at least 95% of the maximum dry density determined by standard effort (ASTM D 698). The moisture content should be within three percentage points of the optimum moisture content.

Pavement Maintenance

Any surface cracks developed should be sealed promptly to achieve the desired paving life. Water penetration into the pavement subgrade leads to paving degradation. Adequate drainage should be provided to prevent or retard influx of surface water from areas surrounding the paving.

LIMITATIONS

Opinions, conclusions, and recommendations presented in this geotechnical engineering report are based on the data obtained from the field and laboratory programs, our interpretation of the data, and information received from our client and construction professionals associated with the project. If changes in the nature, design, or location of the project are made, the opinions, conclusions, and recommendations contained in this report are not valid unless the changes are reviewed by Paradigm and the recommendations included within this report are modified or verified in writing by Paradigm.

The scope of our services did not include environmental assessment, compliance with applicable laws, geologic faults, and wetlands. Our scope did not include the investigation, detection, or design related to the presence of any biological pollutants. The term “biological pollutants” include, and is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

Paradigm Consultants, Inc. is not responsible for any claims, damages, or liability associated with non-compliance with our geotechnical report, interpretation of subsurface data or reuse of the subsurface data or engineering analyses without the express written authorization of Paradigm.

Design Review

Paradigm Consultants, Inc. should review the design drawings and specifications before being released. Our review will confirm that the geotechnical recommendations and construction criteria presented in this report have been correctly interpreted. However, design review is not within the scope of work authorized in this study. We would be pleased to submit a budget for this activity.

Subsurface Variations

The borings indicate subsurface conditions only at the specific locations and time, and only to the depths explored. The borings do not necessarily reflect strata variations that may exist between boring locations. Subsurface conditions, particularly in fills, may differ from those encountered in the borings due to area geologic conditions and previous land use that would not become evident until construction begins.

If a significant variation in subsurface conditions is identified across the site during construction, Paradigm should be informed immediately. We will evaluate our recommendations and provide revised recommendations.

Standard of Care

This study was performed in a manner consistent with the level of care and skill ordinarily exercised by reputable geotechnical engineers practicing contemporaneously in the local area. No warranty or guarantee, expressed or implied, is made or intended.

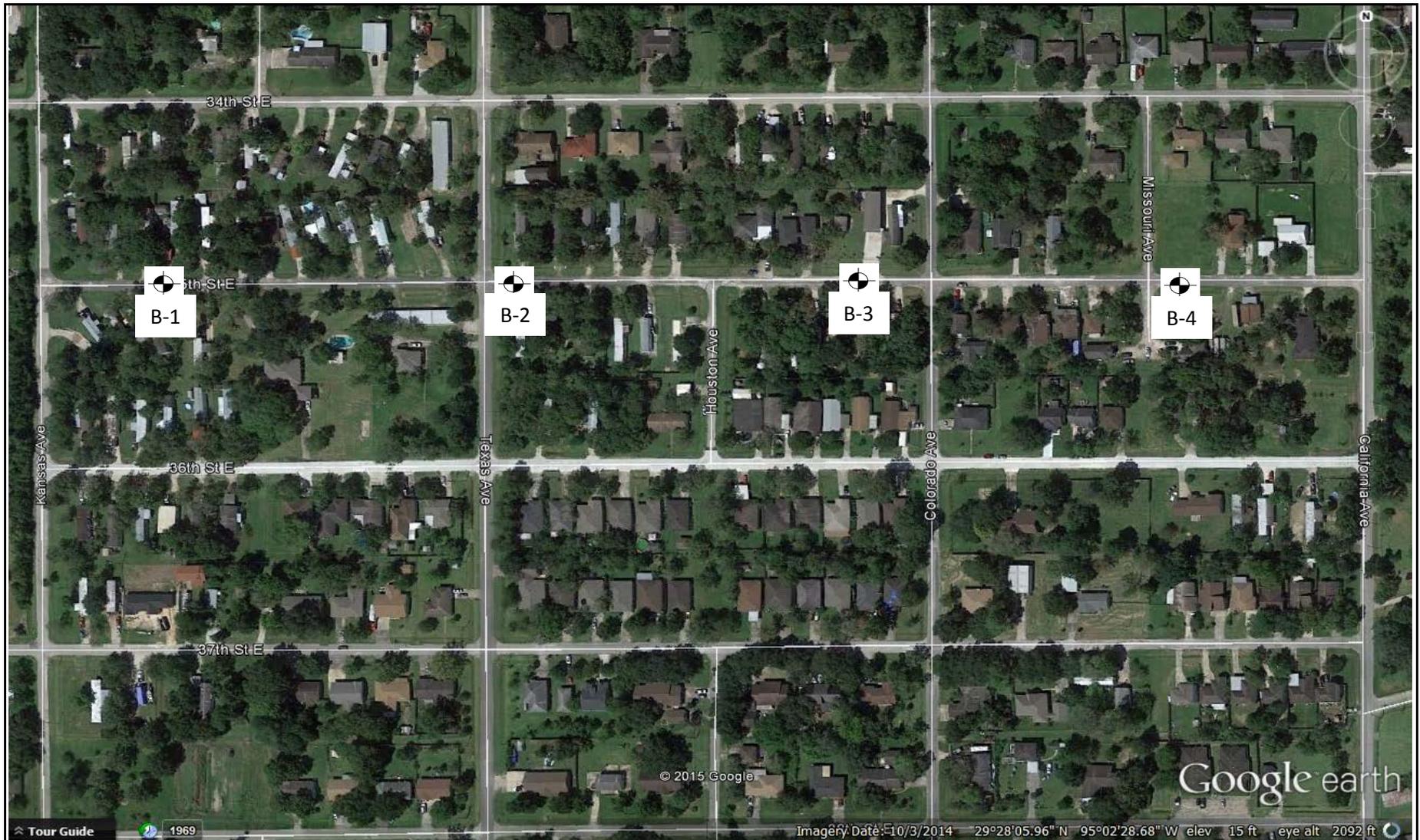
Report Reproduction

Paradigm's report was prepared exclusively for the City of Dickinson and their design team for use in preparing design and construction documents. This report shall not be reproduced or used for any other purpose without Paradigm's express written authorization. If included in construction documents, the report should be provided in its entirety with the caveat that it is included as a construction reference. Specific project requirements including options selected from this report must be obtained from the design drawings and specifications.

REFERENCES

1. ASTM D 1452-09 "Standard Practice for Soil Investigation and Sampling by Auger Borings," Annual Book of ASTM Standards, Part 04.08, ASTM International, West Conshohocken, PA.
2. ASTM D 5783-95 (2006) "Standard Guide for Use of Direct Rotary Drilling with Water-Based Drilling Fluid for Geotechnical Exploration and the Installation of Subsurface Water-Quality Monitoring Devices," Annual Book of ASTM Standards, Part 04.08, ASTM International, West Conshohocken, PA.
3. ASTM D 1587-08 "Practice for Thin-Walled Tube Sampling of Soils for Geotechnical Purposes," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
4. ASTM D 1586-99 "Practice for Penetration Test and Split-Barrel Sampling of Soils," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
5. ASTM D 2216-98 "Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
6. ASTM D 1140-00 "Test Method for Laboratory Determination of Amount of Material in Soils Finer than the No. 200 Sieve," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
7. ASTM D 4318-00 "Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soil," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
8. ASTM D 2166-00 "Unconfined Compressive Strength of Cohesive Soil," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
9. ASTM D 5434-09 "Standard Guide for Field Logging of Subsurface Explorations of Soil and Rock," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
10. ASTM D 2488-09 "Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
11. ASTM D 2487-06e1 "Classification of Soils for Engineering Purposes (Unified Soil Classification System)," Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.
1. ASTM D 698-07e1 "Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)), " Annual Book of ASTM Standards, Part 04.08, ASTM, West Conshohocken, PA.

-
2. TxDOT Item 260-04, Lime Treatment Method (Road-mixed), Standard Specifications on Construction of Highways, Streets and Bridges, Texas Department of Transportation, Austin, TX.



Note: Boring locations are approximate
 Legend:  Boring location

<p style="text-align: center;">STREET IMPROVEMENT 35TH STREET DICKINSON, TEXAS</p>	<p style="text-align: center;">Paradigm Consultants, Inc. 9980 West Sam Houston Parkway South, Suite 500 Houston, Texas 77099</p>
<p style="text-align: center;">CITY OF DICKINSON DICKINSON, TEXAS</p>	<p>PROJECT NO. 15-1096 FIGURE 1</p> <p style="text-align: center;">PLAN OF BORINGS</p>



Note: Boring locations are approximate
 Legend:  Boring location

STREET IMPROVEMENT
 NEBRASKA STREET
 DICKINSON, TEXAS

Paradigm Consultants, Inc.
 9980 West Sam Houston Parkway South, Suite 500
 Houston, Texas 77099

CITY OF DICKINSON
 DICKINSON, TEXAS

PROJECT NO. 15-1096 FIGURE 2
 PLAN OF BORINGS



Note: Boring locations are approximate
 Legend:  Boring location

STREET IMPROVEMENT
 PINE OAK CIRCLE
 DICKINSON, TEXAS

Paradigm Consultants, Inc.
 9980 West Sam Houston Parkway South, Suite 500
 Houston, Texas 77099

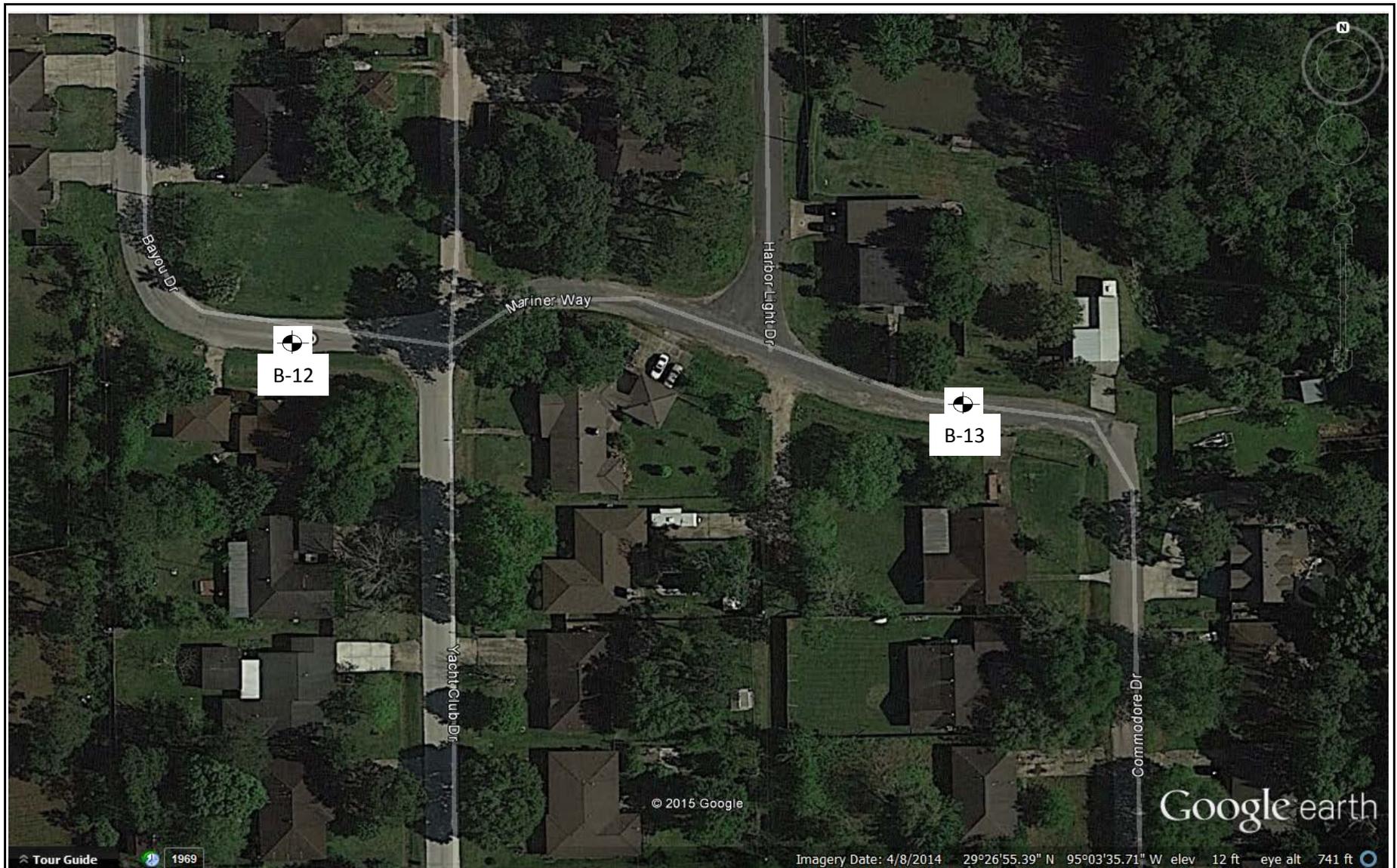
CITY OF DICKINSON
 DICKINSON, TEXAS

PROJECT NO. 15-1096 FIGURE 3
 PLAN OF BORINGS



Note: Boring locations are approximate
 Legend:  Boring location

<p style="text-align: center;">STREET IMPROVEMENT GILL ROAD DICKINSON, TEXAS</p>	<p style="text-align: center;">Paradigm Consultants, Inc. 9980 West Sam Houston Parkway South, Suite 500 Houston, Texas 77099</p>	
<p>CITY OF DICKINSON DICKINSON, TEXAS</p>	<p>PROJECT NO. 15-1096</p>	<p style="text-align: right;">FIGURE 4</p>
<p>PLAN OF BORINGS</p>		



Note: Boring locations are approximate

Legend:  Boring location

STREET IMPROVEMENT
MARINER WAY
DICKINSON, TEXAS

CITY OF DICKINSON
DICKINSON, TEXAS

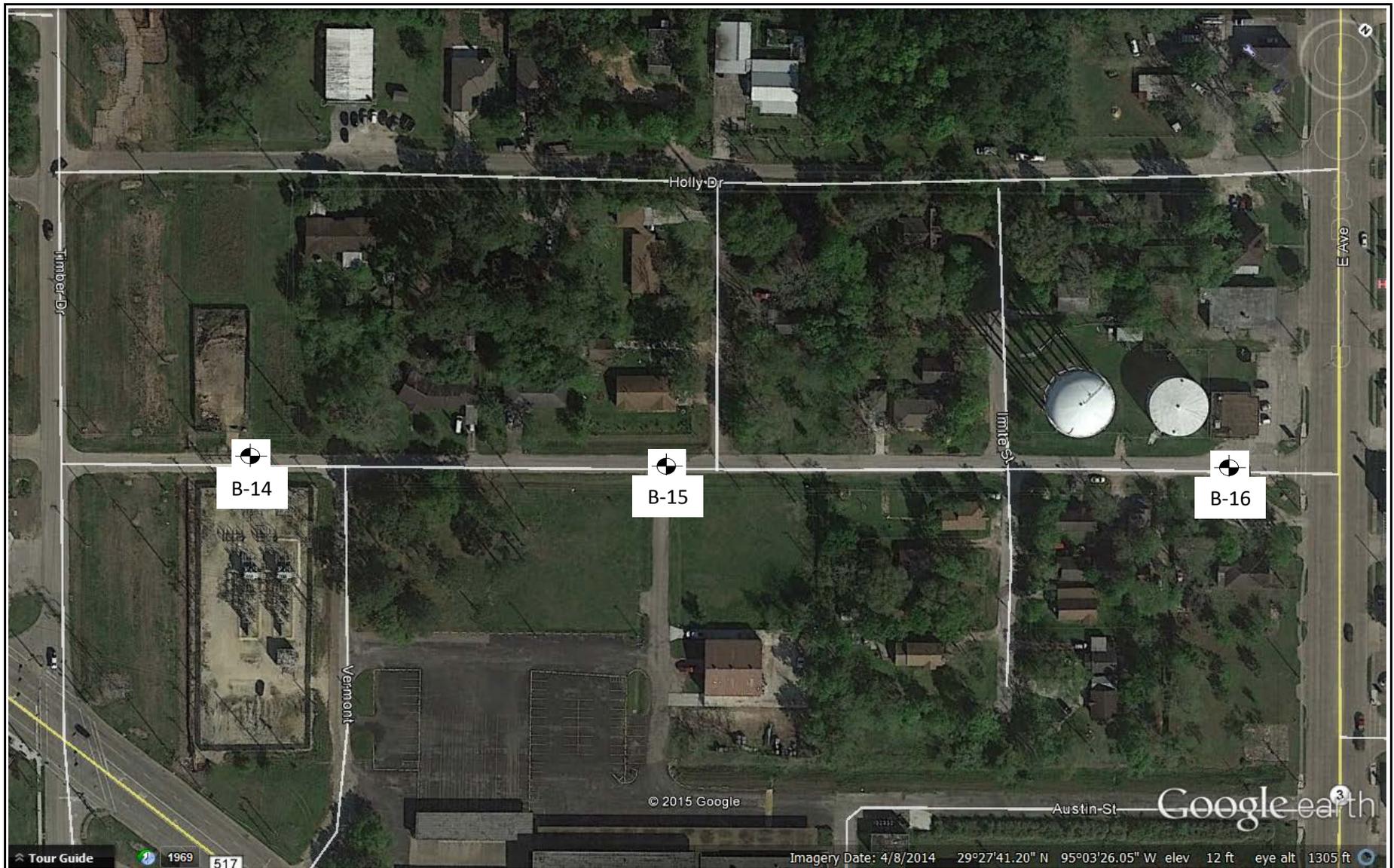
Paradigm Consultants, Inc.

9980 West Sam Houston Parkway South, Suite 500
Houston, Texas 77099

PROJECT NO. 15-1096

FIGURE 5

PLAN OF BORINGS



Note: Boring locations are approximate
 Legend:  Boring location

STREET IMPROVEMENT
 HOLLYWOOD STREET
 DICKINSON, TEXAS

Paradigm Consultants, Inc.
 9980 West Sam Houston Parkway South, Suite 500
 Houston, Texas 77099

CITY OF DICKINSON
 DICKINSON, TEXAS

PROJECT NO. 15-1096 FIGURE 6
 PLAN OF BORINGS



Note: Boring locations are approximate

Legend:  Boring location

<p style="text-align: center;">STREET IMPROVEMENT JOHNSON STREET DICKINSON, TEXAS</p>	<p style="text-align: center;">Paradigm Consultants, Inc. 9980 West Sam Houston Parkway South, Suite 500 Houston, Texas 77099</p>	
<p style="text-align: center;">CITY OF DICKINSON DICKINSON, TEXAS</p>	<p>PROJECT NO. 15-1096</p>	<p style="text-align: right;">FIGURE 7</p>
<p>PLAN OF BORINGS</p>		

Appendix

SOIL BORING LOGS

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 1
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA		LABORATORY DATA								Comment	Drilling Method(s):	
	Depth, ft	Sample Interval, Sampler Type Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²	Failure Strain, %		Confining Pressure, lb/in ²	Borehole Water Levels:
					Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						First encountered
												DESCRIPTION OF STRATUM	
												ASPHALT PAVING: 1 inch	
												SAND AND GRAVEL BASE WITH LIME: 4 inches	
	1	P = 3.50	21.1		64	24	40					FAT CLAY (CH): Very stiff to stiff, dark brown, brown and dark gray.	
	2	P = 1.50	23.4					103	2270	11.82	Bulge		
	3												
	4	P = 4.5+										SANDY LEAN CLAY (CL): Very stiff to hard, gray and reddish brown.	
	5												
	6	P = 3.50	21.6									- ferrous stains, 6 to 8 ft.	
	7												
	8	P = 1.25										SILTY SAND (SM): Reddish brown and light gray.	
	9												
	10												

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEO TECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 2
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	DESCRIPTION OF STRATUM		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²			Failure Strain, %	Confining Pressure, lb/in ²
						LL	PL	PI						
0													ASPHALT PAVING: 1 inch SAND BASE: 1 inch.	
1		P = 2.25											FAT CLAY (CH): Very stiff to stiff, Dark brown and gray with gravel layers.	
2		P = 2.00	25.1	63	21	42								
3														
4		P = 1.75												
5														
6		P = 1.25	30.2				93	1380	5.46				- becoming gray and tan 6 to 8 ft.	
7														
8		P = 1.50											- becoming reddish brown and light gray, 8 to 10 ft.	
9														
10														

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 3
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
												DESCRIPTION OF STRATUM		
													ASPHALT PAVING: 1 inch	
													SAND AND GRAVEL BASE: 3 inches	
		P = 2.00	28.0					93	1540	3.63			FAT CLAY (CH): Firm to stiff, dark brown and gray.	
1												Bulge, Multiple Shear, Slickensided		
2		P = 1.25	32.8		90	26	64						- gravel, 2 to 10 ft.	
3														
4		P = 1.25											- ferrous nodules, 4 to 8 ft.	
5													- becoming reddish brown, tan, and light gray, 4 to 10 ft.	
6		P = 0.50												
7														
8		P = 1.50	27.8										- calcareous nodules, 8 to 10 ft.	
9														
10														

Remarks: Borehole terminated at 10-ft depth

03GEO/TECH 1 15-1096 BORING LOG.GPJ 05 GEO/TECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 4
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Borehole Water Levels: First encountered After elapsed
						Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						
DESCRIPTION OF STRATUM														
0													ASPHALT PAVING: 1 inch	
1			P = 4.5+	9.4									SAND AND GRAVEL BASE: 3 inches	
2			P = 3.50										FILL: Brown and white with shells.	
3														
4			P = 1.00	30.7	83	23	60	92	1270	8.71			FAT CLAY (CH): Firm to stiff, gray, light gray and tan.	
5														
6			P = 1.50										- calcareous nodules, 6 to 10 ft.	
7														
8			P = 0.75	30.5										
9														
10													Borehole terminated at 10-ft depth	

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 6
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
DESCRIPTION OF STRATUM														
1													ASPHALT PAVING: 1 inch FILL: Tan with sandy lean clay.	
2		P = 1.25	29.2	84	27	57							FAT CALY (CH): Stiff to firm, black, gray and reddish brown with calcareous nodules.	
3														
4		P = 1.00	37.8											
5														
6		P = 1.50											- ferrous nodules, 6 to 10 ft.	
7														
8		P = 1.00	37.6				85	830	2.55			Multiple Shear, Slickensided		
9														
10														

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 7
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	DESCRIPTION OF STRATUM		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²			Failure Strain, %	Confining Pressure, lb/in ²
						Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						
1				26.7									ASPHALT PAVING: 1 inch FILL: Dark gray fat clay.	
2		P = 1.25		31.9				90	1200	4.20		Bulge, Multiple Shear	FAT CLAY (CH): Stiff, dark gray and tan.	
3														
4		P = 1.50		31.7		87	26	61					- root fibers, 4 to 6 ft.	
5														
6		P = 1.25												
7														
8		P = 1.75											- calcareous and ferrous stains, 8 to 10 ft.	
9														
10														

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEO TECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 8
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA				LABORATORY DATA							Comment	Drilling Method(s):	
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²	Failure Strain, %		Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
													DESCRIPTION OF STRATUM	
0													ASPHALT PAVING: 1 inch	
0													SAND AND GRAVEL BASE: 4 inches	
1		P = 1.25	26.8	62	24	38							FAT CLAY (CH): Stiff to hard, dark brown, dark gray and brown. - ferrous nodules, 0 to 4 ft.	
2		P = 2.25												
3														
4		P = 2.0	26.8										- becoming light gray, tan and reddish brown, 4 to 10 ft.	
5													- ferrous stains, 4 to 10 ft.	
6		P = 1.25	30.0											
7														
8		P = 4.25	18.2											
9														
10														

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 9
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
													First encountered None	
												After elapsed		
												DESCRIPTION OF STRATUM		
													ASPHALT PAVING: 1 inch	
													SAND AND GRAVEL BASE: 3 inches	
		P = 2.5											FAT CLAY (CH): Very stiff to firm, Dark gray, gray.	
	1												- calcareous nodules, 0 to 2 ft.	
	2	P = 1	23.8	61	18	43								
	3												- ferrous stains, 4 to 10 ft.	
	4	P = .05	25.6										- becoming tan and reddish brown, 4 to 10 ft.	
	5													
	6	P = .05	30.4										- calcareous nodules, 6 to 8 ft.	
	7													
	8	P = 1.5	21.0											
	9													
	10													

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 10
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Description of Stratum		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²			Failure Strain, %	Confining Pressure, lb/in ²
						Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						
0													ASPHALT PAVING: 1 inch	
1			P = 2	27.0	60	26	34						SAND AND GRAVEL BASE: 3 inches	
2			P = 1.5										FAT CLAY (CH): Stiff to firm, dark gray, gray and reddish brown.	
3														
4			P = 1.25	26.9										
5														
6			P = 1	13.3										- calcareous nodules, 6 to 8 ft.
7														
8			P = 0.75	32.2									- ferrous stains, 8 to 10 ft.	
9														
10														

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 11
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
DESCRIPTION OF STRATUM														
													ASPHALT PAVING: 1 inch	
													SAND AND GRAVEL BASE: 3 inches	
		P = 1.75											FAT CLAY (CH): Dark gray, and tan.	
1														
2		P = 1.75	23.9	59	21	38								
3														
4		P = 1	27.0										- becoming gray and reddish brown, 4 to 10 ft.	
5													- ferrous stains, 4 to 10 ft.	
6		P = 4.5+	17.8										- calcareous nodules, 6 to 10 ft.	
7														
8		P = 2.5	17.7											
9														
10														

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 12
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
DESCRIPTION OF STRATUM														
													ASPHALT PAVING: 1 inch	
													SAND AND GRAVEL BASE: 4 inches	
													FAT CLAY (CH): Stiff to firm, Dark gray, and gray. - calcareous nodules, 0 to 4 ft.	
	1	P = 1.5	26.4	59	21	38								
	2	P = 1.0	38.0				82	860	3.60	Bulge, Multiple Shear, Slickensided				
	3													
	4	P = 0.5	36.2										- ferrous stains, 4 to 6 ft.	
	5													
	6	P = 0.75	37.2										- becoming tan and reddish brown, 6 to 10 ft.	
	7													
	8	P = 1.5	35.0										- ferrous stains, 8 to 10 ft.	
	9													
	10													

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 13
 Surface Elevation:
 Drilled: 9/21/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Description of Stratum		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²			Failure Strain, %	Confining Pressure, lb/in ²
						Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						
0													ASPHALT PAVING: 1 inch SAND AND GRAVEL BASE: 2 inches	
1		P = 2.0	35.2										FAT CLAY (CH): Very stiff to firm, light brown and dark brown. - calcareous nodules, 0 to 2 ft.	
2		P = 1.75	33.7				88	1200	2.87	Single Shear, Slickensided				
4		P = 1.75	33.0	95	28	67							- becoming dark gray, tan and light gray, 4 to 10 ft.	
6		P = 1.5	35.2										- ferrous stains, 6 to 10 ft.	
8		P = 1.25	36.0											
10														

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 14
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA		LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
					Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
					LL	PL	PI						First encountered
DESCRIPTION OF STRATUM													
												ASPHALT PAVING: 1 inch	
												SAND AND GRAVEL BASE: 3 inches	
		P = 3.0	26.2				99	1580	11.96	Bulge, Multiple Shear		FAT CLAY (CH): Very stiff to stiff, dark gray, and tan.	
1													
2		P = 1.75	24.1	55	20	35							
3													
4		P = 1.25	26.5										
5													
6		P = 1.50	26.1									- ferrous stains, 6 to 8 ft.	
7												- becoming gray and reddish brown, 6 to 10 ft.	
8		P = 1.50	23.5									- calcareous nodules, 8 to 10 ft.	
9													
10													

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 15
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
													First encountered None	
												After elapsed		
												DESCRIPTION OF STRATUM		
													ASPHALT PAVING: 1 inch	
													SAND AND GRAVEL BASE: 4 inches	
													FAT CLAY (CH): Stiff, dark gray and tan.	
	1	P = 1.25	27.5	61	22	39							- calcareous nodules, 0 to 2 ft.	
	2	P = 1	28.0											
	3													
	4	P = 1.25	28.1				97	1540	15.41			Bulge, Multiple Shear		
	5													
	6	P = 1	33.8										- becoming gray, reddish brown and light gray with ferrous stains, 6 to 10 ft.	
	7													
	8	P = 1.25	28.6											
	9													
	10													

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 16
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
DESCRIPTION OF STRATUM														
1				23.6									ASPHALT PAVING: 1 inch FILL: Dark gray fat clay	
2		P = 0.75		29.7		61	20	41					FAT CLAY (CH): Firm to very stiff, dark gray and tan. - petroleum odor, 2 to 6 ft.	
4		P = 1.25		28.5					98	1220	8.45	Bulge, Multiple Shear		
6		P = 2.5		23.3									- becoming light brown and gray, 6 to 10 ft.	
8		P = 2.75		24.7									- calcareous stains, 6 to 10 ft.	
10													Borehole terminated at 10-ft depth	

Remarks:

Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 17
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Description of Stratum		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²			Failure Strain, %	Confining Pressure, lb/in ²
						Liquid Limit LL	Plastic Limit PL	Plasticity Index PI						
1	0.0 - 0.5												ASPHALT PAVING: 1 inch SAND AND GRAVEL BASE: 4 inches FAT CLAY (CH): Brown with calcareous nodules.	
2	0.5 - 1.0		P = 1.5	23.1									SANDY LEAN CLAY (CL): Tan and reddish brown. - calcareous nodules, 2 to 6 ft.	
4	1.0 - 1.5		P = 2.25	20.0				114	2300	14.60	Bulge		- becoming light brown and light gray, 4 to 8 ft.	
6	1.5 - 2.0		P = 1.25	16.9		39	19	20						
8	2.0 - 2.5		P = 2	19.3									SAND (SP): Light gray and reddish brown.	
Remarks:												Borehole terminated at 10-ft depth		

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEO TECH.GDT 10/5/15

LOG OF BORING

Project: Road Improvements
 City Wide Improvement Projects
 Dickinson, Texas
 Client: City of Dickinson
 Dickinson, Texas

Project No.: 15-1096
 Boring Number: 18
 Surface Elevation:
 Drilled: 9/18/15
 Sheet 1 of 1

Soil Symbol	FIELD DATA			LABORATORY DATA							Comment	Drilling Method(s):		
	Depth, ft	Sample Interval, Sampler Type	Penetration Resistance, P, tsf Standard Penetration Test, N, blows/ft or blows/interval	Moisture Content, %	Finer than No. 200 sieve, %	ATTERBERG LIMITS			Dry Density, lb/ft ³	Undrained Shear Strength, c _u , lb/ft ²		Failure Strain, %	Confining Pressure, lb/in ²	Dry-auger drilling: 0 ft to 10 ft
						Liquid Limit	Plastic Limit	Plasticity Index						Borehole Water Levels:
						LL	PL	PI						First encountered
												DESCRIPTION OF STRATUM		
													ASPHALT PAVING: 1 inch	
													SAND AND GRAVEL BASE: 3 inches	
	1			16.4									FAT CLAY (CH): Stiff, brown, gray and reddish brown,	
	2	P = 1.5		22.5	55	19	36	106	2020	14.56	Bulge			
	3													
	4	P = 2.0		18.1									SANDY LEAN CLAY (CL): Light gray and reddish brown.	
	5												- calcareous nodules, 4 to 6 ft.	
	6	P = 3.0		20.2										
	7													
	8	P = 1.5		19.7									- ferrous stains, 8 to 10 ft.	
	9													
	10													

Remarks: Borehole terminated at 10-ft depth

03GEO TECH 1 15-1096 BORING LOG.GPJ 05 GEOTECH.GDT 10/5/15

KEY TO BORING LOG TERMS AND SYMBOLS

MATERIAL SYMBOLS

 Fat Clay (CH)	 Lean Clay (CL)	 Sandy Lean Clay (CL)	 Silty Clay (CL-ML)	 Silt (ML)
 Sandy Silt (ML)	 Elastic Silt (MH)	 Organic Clay or Silt (OH) High Plasticity	 Organic Clay or Silt (OL) Low Plasticity	 Peat (PT)
 Well Graded Sand (SW)	 Poorly Graded Sand (SP)	 Silty Sand (SM)	 Clayey Sand (SC)	 Well Graded Gravel (GW)
 Poorly Graded Gravel (GP)	 Silty Gravel (GM)	 Clayey Gravel (GC)	 Fill	 Asphalt
	 Base		 Concrete	

SAMPLER SYMBOLS

 Auger	 Thin-walled tube	 Split barrel	 Core	 No recovery
---	--	--	--	---

STANDARD PENETRATION TEST (SPT)

N = 25	The sampler was seated 6 in. with blows from a 140-lb hammer then 25 blows were required to advance the sampler through the two 6-in. intervals of the test. The "N" value is the sum of the blows needed to penetrate the final 12 in.
12, 26, 50/3"	The sampler was seated 6 in. by 12 blows from a 140-lb hammer then 76 blows were required to advance the sampler a distance of 9 in. Full penetration of 12 in. below the seating interval could not be achieved before the 50 blow limit was recorded in one interval.
50/4"	Sampler was driven 4 in. of the 6-in. seating interval by blows of a 140-lb hammer before the 50 blow limit was reached.

WATER SYMBOLS

	Depth where water was first encountered during drilling
	Depth where water was encountered within the open borehole after completion of drilling (see log for elapsed time)

DESCRIPTIVE TERMS

Fine-Grained (Major portion passing No. 200 sieve) Silt and Clay			Coarse-Grained (Major portion retained on No. 200 sieve) Gravel and Sand		
Consistency	Undrained Shear Strength, ksf	SPT "N" Value	Description	Relative Density	SPT "N" Value
Very soft	Less than 0.25	Less than 2	Very loose	0 to 15%	Less than 4
Soft	0.25 to 0.50	2 to 4	Loose	15% to 35%	4 to 10
Firm	0.50 to 1.00	4 to 8	Medium dense	35% to 65%	10 to 30
Stiff	1.00 to 2.00	9 to 15	Dense	65% to 85%	30 to 50
Very stiff	2.00 to 4.00	15 to 30	Very dense	85% to 100%	Greater than 50
Hard	Greater than 4.00	Greater than 31			

PCI's geotechnical engineer reviewed and compiled the field and laboratory data to develop each boring log. Each log represents our interpretation of general soil and water conditions at the boring location. Strata lines on the log may be transitional and are approximate in nature. Water levels refer only to those conditions observed at the time and location indicated.

DIVIDER PAGE



EMAIL NOTIFICATION

NUMBER OF PAGES: 10

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IDS ENGINEERING GROUP TELEPHONE 713.462.3178

IDS ENGINEERING GROUP CONSTRUCTION DEPT. CONFIRMATION:
email: jwright@idseg.com

Obtain Addendum from IDS Engineering Group at 13430 Northwest Freeway, Suite 700, Houston, Texas 77040 or www.CivCastUSA.com

ADDENDUM NO. 1

Date of Addendum: January 19, 2016

PROJECT NAME: Dickinson Street Rehabilitation 2016, Gill Road from Rodeo Bend Drive to Bess Road, Hollywood Street from Timber Drive to S.H. 3, Mariner Way from Commodore Drive to Bayou Drive, and Pine Oak Circle from Pine Oak Drive to Dead End of Pine Oak Circle; City of Dickinson, Galveston County, Texas

JOB NO: 1601-02 / 1841-010-02, Contract No. 1

BID DATE: **January 27, 2016 (Wednesday);** The bid time is 10:00 a.m.

FROM: Richard A. Fuller, P.E.
IDS Engineering Group
TBPE F-002726 TBPLS 10110700
13430 Northwest Freeway, Suite 700
Houston, Texas 77040



[Signature]
(Engineer's Signature)

1/19/16
(Date)

Please direct all questions to www.CivCastUSA.com

CONFIRMATION: _____
OF EMAIL (Name) (Company) (Date)

PROJECT NAME: Dickinson Street Rehabilitation 2016, Gill Road from Rodeo Bend Drive to Bess Road, Hollywood Street from Timber Drive to S.H. 3, Mariner Way from Commodore Drive to Bayou Drive, and Pine Oak Circle from Pine Oak Drive to Dead End of Pine Oak Circle; City of Dickinson, Galveston County, Texas

JOB NO: 1601-02 / 1841-010-02, Contract No. 1

ADDENDUM INSTRUCTIONS

This Addendum forms a part of the Contract Documents. Please initial the last page of the Bid Sheet to acknowledge receipt of this Addendum.

Item No. 1: INVITATION TO BID

The Invitation to Bid pre-submittal conference paragraph is hereby revised and replaced with the following:

A non-mandatory pre-submittal conference will be held at 10:30 a.m. on Wednesday, January 20, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Construction documents will be available for review at the pre-submittal conference.

The Invitation to Bid is further revised to add the following paragraph:

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Dickinson or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Item No. 3 INSTRUCTIONS TO BIDDERS

Paragraph No. 3 of the Instructions to Bidders is hereby revised and replaced with the following:

3. NON-MANDATORY PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held at 10:30 a.m. on Wednesday, January 20, 2016 in the Council Chambers at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas 77539. Construction documents will be available for review at the pre-submittal conference. Additionally, City representatives will answer any questions with regard to the scope and intent of this project. This is a non-mandatory meeting.

PROJECT NAME: Dickinson Street Rehabilitation 2016, Gill Road from Rodeo Bend Drive to Bess Road, Hollywood Street from Timber Drive to S.H. 3, Mariner Way from Commodore Drive to Bayou Drive, and Pine Oak Circle from Pine Oak Drive to Dead End of Pine Oak Circle; City of Dickinson, Galveston County, Texas

JOB NO: 1601-02 / 1841-010-02, Contract No. 1

The Instructions to Bidders is further revised to add the following paragraph No. 42:

42. Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the City may not award a contract to a bidder unless the bidder has provided to the City a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City with the bid package. Following the award of the contract, the City will notify the TEC of the receipt of each completed TEC Form 1295, and the completed form will be on the TEC's website and will be accessible by the public. The City reserves the right to reject any bid that does not comply with the requirements prescribed herein or to waive any such requirements. For purposes of completing the TEC Form 1295, the entity's name is City of Dickinson and the contract ID number is 1601-02. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

Item No. 4 Technical Specifications

The Table of Contents of the Technical Specifications is hereby revised and replaced with the attached page marked Addendum No. 1.

Specification No. 01312 – Coordination and Meetings is hereby added to the Contract Documents by the attached pages marked Addendum No. 1.

Specification No. 01325 – Construction Schedule is hereby added to the Contract Documents by the attached pages marked Addendum No. 1.

END OF ADDENDUM NO. 1

TECHNICAL SPECIFICATIONS TABLE OF CONTENTS



Governing Specifications

All construction included in this project shall be completed in accordance with the current City of Dickinson Standard Specifications for Construction and supplemented with current City of Houston and Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges. The City of Dickinson Specifications are included in this manual. Bidders and Contractors can access the City of Houston standard specifications (which are listed below in bold or mentioned by reference herein) on the COH website at <http://edocs.publicworks.houstontx.gov/engineering-and-construction/specifications.html>. All references to City of Houston Division 1 specifications within standard City of Houston specifications included herein shall be considered to reference applicable portions of this contract. TxDOT standard specifications which are not listed below or mentioned by reference herein can be accessed on the TxDOT website at <ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>. The proposed construction is subject to the following, but not limited to the specifications listed below:

TxDOT		NO. OF
<u>SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
104	Removing Concrete	1
105	Removing Stabilized Base and Asphalt Pavement	1
216	Proof Rolling	1
260	Lime Treatment (Road-mixed)	7

		NO. OF
<u>SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
01312	Coordination and Meetings	2
01325	Construction Schedule	4
01330	Submittals Procedures	4
02105	Storm Water Pollution Prevention Plan	5
02200	Mobilization	2
02315	Roadway Excavation	4
02319	Borrow	2
02510	Portland Cement Concrete Paving	6
02922	Sod	2
03200	Concrete Reinforcement	5
03310	Portland Cement Concrete	3
03370	Membrane Curing	3

		NO. OF
<u>SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
01578	Control of Ground Water and Surface Water	10
02086	Adjusting Manholes, Inlets, and Valve Boxes to Grade	3
02911	Topsoil	2



TBPE F-002726 TBPLS 10110700
13333 Northwest Freeway, Suite 300, Houston, TX 77040
T 713-462-3178

SECTION 01312

COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General coordination including pre-construction meeting and progress meetings.

1.02 COORDINATION OF DOCUMENTS

Coordination is required throughout documents. Refer to Contract documents and coordinate as necessary.

1.03 CONTRACTOR COORDINATION

- A. Coordinate scheduling, submittals, and work of various Specification sections to assure efficient and orderly sequence of Installation of interdependent construction elements.
- B. Coordination completion and clean up of the Work prior to the Date of Substantial Completion and for portions of the Work designated for City's partial occupancy.
- C. Coordinate access to the site for correction of nonconforming work to minimize disruption of the City's activities where the City is in partial occupancy.

1.04 PRE-CONSTRUCTION MEETING

- A. Engineer will schedule pre-construction meeting.
- B. Attendance Required: City representatives, Design Consultant, special consultants as required by Engineer, Contractor, and major Subcontractors and Suppliers.
 - 1. Schedule submittals well in advance of the need for construction products. Allow time for delivery of products after submittal approval.
 - 2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. Allow a minimum of 30 days for initial review. Project manager will review and return submittals to Contractor as expeditiously as possible but time required for review will vary depending on complexity and quantity of data submitted.

**SECTION 01312
COORDINATION AND MEETINGS – Cont'd**

1.05 PROGRESS MEETINGS

- A. Hold meetings at Project field office or other location designated by Engineer. Hold meetings at monthly intervals, or more frequently when directed by Engineer.
- B. Attendance Required: Superintendent, major Subcontractors and Suppliers, City representatives, Design Consultant and its subconsultants as appropriate for agenda topics for each meeting.
- C. Engineer will make arrangements for meetings, and for recording minutes.
- D. Engineer will prepare the agenda and preside at meetings.
- E. Provide required information and be prepared to discuss each agenda item.
- F. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of construction schedule, pay estimates, cash flow curve, payroll, and compliance submittals.
 - 3. Field observations, problems, and necessary decisions.
 - 4. Identification of problems that impede planned progress.
 - 5. Review of submittal schedule and status of submittals
 - 6. Review of RFI and RFP status.
 - 7. Modification status.
 - 8. Review of off-site fabrication and delivery schedules.
 - 9. Maintenance of Construction Schedule.
 - 10. Corrective measures to regain Construction Schedule.
 - 11. Planned progress during the succeeding work period.
 - 12. Coordination of projected progress.
 - 13. Maintenance of quality and work standards.
 - 14. Effect of proposed Modifications on Construction Schedule and coordination.
 - 15. Review Project Record Contract Drawings.
 - 16. Other items relating to the Work.

PART 2 P R O D U C T S – Not Used

PART 3 E X E C U T I O N – Not Used

END OF SECTION

SECTION 01325

CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.01 GENERAL

- A. Provide Construction Schedules for the Work included in this Contract in accordance with requirements in this Section. Create Construction Schedule using Critical Path Method (CPM) computer software capable of mathematical analysis of Precedence Diagramming Method (PMD) Plan. Provide printed activity listings and bar charts in formats described in this Section.
- B. Combine activity listings and bar charts with narrative report to form Construction Schedule submittal for Engineer.

1.02 SCHEDULING STAFF

- A. Employ or retain services of individual experienced in CPM scheduling for duration of the Contract. Individual shall cooperate with Engineer and update schedule monthly as required to indicate current status of the Work.

1.03 SUBMITTALS

- A. Conform to requirements of Section 01330 – Submittal Procedures.
- B. During preconstruction meeting provide sample bar charts and activity listings produced from scheduling software proposed. Scheduling software is subject to review by Engineer and must meet requirements provided in this Section. Engineer will provide review of samples within seven days of submittal.
- C. Within 21 days of receipt of approval of Contractor's format, of 30 days of Notice to Proceed, whichever is later, submit proposed Construction Schedule for review. Base Construction Schedule submittal on the following:
 - 1 Level of detail and number of activities required in schedule are dependent on project type.
 - a. For projects with multiple types of tasks within scope, indicate types of work separately within schedule.
 - b. For projects with multiple crafts or significant Subcontractor components, indicate elements separately within schedule. Unless permitted by Engineer, tasks shall consist of work covered by only one division of Project Manual.

SECTION 01325
CONSTRUCTION SCHEDULE – Cont'd

- 2 Unless permitted by Engineer, each scheduled task shall be same as Schedule of Values line items, and vice versa.
 - 3 For projects with Major Unit Price Work, indicate Shop Drawing submittal and review, purchase, delivery and installation dates on Project Schedule. Include activities for testing, adjustment, and delivering O&M manuals.
 - 4 No task except the acquisition of Major Unit Price Work shall represent more than one percent of Original Contract Price for Facility projects and three percent of Original Contract Price for other Projects. Duration of tasks shall not exceed 40 calendar days.
- D. Construction Schedule Submittals shall include:
- 1 Printed bar charts that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software;
 - 2 Activity listings that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software; and
 - 3 A predecessor/successor listings by Activity ID that meets criteria outlined in this Section and is produced by Contractor's scheduling software.
 - 4 Narrative Report that provides the information outlined in this Section.
- E. No payment will be made until Engineer approves Construction Schedule and billing forecast.
- F. If Contractor desires to make changes in this method of operating and scheduling, after Engineer has reviewed original schedule, notify Engineer in writing, stating reasons for changes. When Engineer considers these changes to be significant, Contractor may be required to revise and resubmit for review all or affected portion of Contractor's Construction Schedule to show effect of the Work.
- G. Upon written request from Engineer, revise and submit for review all or any part of Construction Schedule submittal to reflect changed conditions in the Work or deviations made from original schedule.
- H. Updated Construction Schedule with actual start and actual finish dates, percent complete, and remaining duration of each activity shall be submitted monthly. Data date used in updating monthly Construction Schedule shall be the same date as used in monthly Payment Application. Monthly update of Construction Schedule is required for monthly Payment Application to be processed for payment.

SECTION 01325
CONSTRUCTION SCHEDULE – Cont'd

1.04 SCHEDULEING COMPUTER SOFTWARE REQUIREMENTS

- A. Contractor's scheduling software shall be capable of creating bar charts and activity listings, which can be sorted by various fields (i.e. Activity ID, Early Start, Total Float, Area Code, Specification Section number, and Subcontractor). Use software capable of producing logic network diagram.
- B. Use Scheduling software capable of producing activity listings and bar charts with the following information for each activity in the Schedule:
 - 1. Activity ID
 - 2. Activity Description
 - 3. Estimated (Original) Duration
 - 4. Remaining Duration
 - 5. Actual Duration
 - 6. Early Start Date
 - 7. Late Start Date
 - 8. Early Finish Date
 - 9. Late Finish Date
 - 10. Free Float
 - 11. Total Float
 - 12. Activity Codes (Such as Area Code, Work Type, Specification Section, Subcontractor)
- C. Use scheduling software capable of printing calendars using mathematical analysis of schedule, indicating standard workdays of week and scheduled holidays.
- D. Use scheduling software capable of printing activity listings that indicates predecessors and successors, lag factors and lag relationships used in creating logic of the schedule.
- E. Use scheduling software to provide monthly time in Bar Chart format and scale with 12-month scale not to exceed one page width. Bar charts may be printed or plotted on 8-1/2 by 11-inch, 8-1/2 by 14-inch or 11 by 17-inch sheet sizes. Over-size plots are not acceptable.

**SECTION 01325
CONSTRUCTION SCHEDULE – Cont'd**

1.05 NARRATIVE SCHEDULE REPORT

- A. Narrative schedule report shall list activities started this month, activities completed this month, activities continued this month, activities scheduled to start or complete next month, problems encountered this month, and actions taken to solve these problems.
- B. Narrative schedule report shall describe changes made to Construction Schedule logic (i.e. changes in predecessors and lags), activities added to schedule, activities deleted from schedule, any other changes made to the schedule other than addition of actual start dates and actual finish dates and changes of data date and remaining durations for re-calculation mathematical analysis.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

DIVIDER PAGE



EMAIL NOTIFICATION

NUMBER OF PAGES: 10

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IDS ENGINEERING GROUP TELEPHONE 713.462.3178

IDS ENGINEERING GROUP CONSTRUCTION DEPT. CONFIRMATION:
email: jwright@idseg.com

Obtain Addendum from IDS Engineering Group at 13430 Northwest Freeway, Suite 700, Houston, Texas 77040 or www.CivCastUSA.com

ADDENDUM NO. 2

Date of Addendum: January 25, 2016

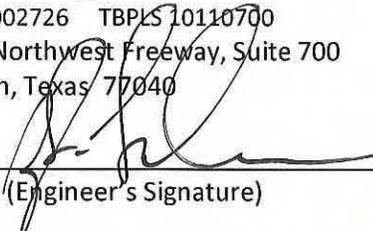
PROJECT NAME: Dickinson Street Rehabilitation 2016, Gill Road from Rodeo Bend Drive to Bess Road, Hollywood Street from Timber Drive to S.H. 3, Mariner Way from Commodore Drive to Bayou Drive, and Pine Oak Circle from Pine Oak Drive to Dead End of Pine Oak Circle; City of Dickinson, Galveston County, Texas

JOB NO: 1601-02 / 1841-010-02, Contract No. 1

BID DATE: **January 27, 2016 (Wednesday)**; The bid time is 10:00 a.m. at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas

FROM: Richard A. Fuller, P.E.
IDS Engineering Group
TBPE F-002726 TBPLS 10110700
13430 Northwest Freeway, Suite 700
Houston, Texas 77040





(Engineer's Signature)

1/25/16

(Date)

Please direct all questions to www.CivCastUSA.com

CONFIRMATION: _____
OF EMAIL (Name) (Company) (Date)

PROJECT NAME: Dickinson Street Rehabilitation 2016, Gill Road from Rodeo Bend Drive to Bess Road, Hollywood Street from Timber Drive to S.H. 3, Mariner Way from Commodore Drive to Bayou Drive, and Pine Oak Circle from Pine Oak Drive to Dead End of Pine Oak Circle; City of Dickinson, Galveston County, Texas

JOB NO: 1601-02 / 1841-010-02, Contract No. 1

ADDENDUM INSTRUCTIONS

This Addendum forms a part of the Contract Documents. Please initial the last page of the Bid Sheet to acknowledge receipt of this Addendum.

Item No. 1: Bid Form

All pages of the Bid Form have been revised and replaced by the attached pages marked Addendum No. 2.

Revisions include:

Item No. 10 – item description revised

Former Item Nos. 21, 46, 69, and 87 - items deleted

Item Nos. 21, 22, 23, 48, 49, 50, 73, 74, 75, 93, 94, and 95 – new items

Minimum bid price has been added to all Extra Work Items

END OF ADDENDUM NO. 2

CITY OF DICKINSON, TEXAS

BID FORM

COMPETITIVE SEALED BID # 1601-02

**CITY OF DICKINSON
2016 STREET REHABILITATION
GILL ROAD FROM RODEO BEND TO BESS ROAD
HOLLYWOOD STREET FROM TIMBER DRIVE TO S.H. 3
MARINER WAY FROM COMMODORE DRIVE TO BAYOU DRIVE
PINE OAK CIRCLE FROM PINE OAK DRIVE TO DEAD END OF PINE OAK CIRCLE**

Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
GENERAL ITEMS (all streets):					
1	Mobilization	L.S.	1	\$ _____	\$ _____
2	Traffic Control Plan	L.S.	1	\$ _____	\$ _____
Subtotal General Items (all streets):					\$ _____
GILL ROAD EARTHWORK ITEMS:					
3	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	14	\$ _____	\$ _____
Subtotal Gill Road Earthwork Items:					\$ _____
GILL ROAD PAVING ITEMS:					
4	Remove and dispose driveway, All types, All Thicknesses	S.Y.	425	\$ _____	\$ _____
5	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	3,225	\$ _____	\$ _____
6	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	3,889	\$ _____	\$ _____
7	Furnish Lime (8%), Complete in Place	TON	113	\$ _____	\$ _____
8	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	495	\$ _____	\$ _____
9	Asphalt transition: 2" HMA Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	35	\$ _____	\$ _____
10	Remove and replace walkway with reinforced concrete, All Thicknesses, Complete in Place	S.Y.	4	\$ _____	\$ _____
Subtotal Gill Road Paving Items:					\$ _____

GILL ROAD EROSION CONTROL ITEMS:					
11	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans. Complete in Place	L.S.	1	\$ _____	\$ _____
12	Furnish and Install Sodding, Complete in Place	S.Y.	657	\$ _____	\$ _____
Subtotal Gill Road Erosion Control Items:					\$ _____
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
GILL ROAD EXTRA WORK ITEMS:					
13	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____ *(\$44.00)	\$ _____
14	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	75	\$ _____ *(\$69.00)	\$ _____
15	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	584	\$ _____ *(\$4.00)	\$ _____
16	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____ *(\$10.00)	\$ _____
17	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____ *(\$440.00)	\$ _____
18	Relocate R1-1 Stop Sign with Street Name Signs, Complete in Place	EA.	2	\$ _____ *(\$700.00)	\$ _____
19	Adjust Manhole to Finished Grade	EA.	1	\$ _____ *(\$600.00)	\$ _____
20	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ _____ *(\$50.00)	\$ _____
21	Remove existing culvert, All sizes, and Provide and Install Class III 12-inch RCP, Complete in Place	L.F.	25	\$ _____ *(\$90.00)	\$ _____
22	Remove existing culvert, All sizes, and Provide and Install Class III 18-inch RCP, Complete in Place	L.F.	25	\$ _____ *(\$95.00)	\$ _____
23	Remove existing culvert, All sizes, and Provide and Install Class III 24-inch RCP, Complete in Place	L.F.	25	\$ _____ *(\$110.00)	\$ _____
24	Adjust sanitary sewer pipe, All sizes, Complete in Place	L.F.	100	\$ _____ *(\$75.00)	\$ _____
25	Adjust Fire Hydrant to Finished Grade	EA.	1	\$ _____ *(\$1,000.00)	\$ _____
26	Adjust Water Valve to Finished Grade	EA.	10	\$ _____ *(\$500.00)	\$ _____
27	Adjust Water Service Line, All Sizes	EA.	10	\$ _____ *(\$1,200.00)	\$ _____
28	Adjust Water Meter to Finished Grade	EA.	10	\$ _____ *(\$500.00)	\$ _____
Subtotal Gill Road Extra Work Items:					\$ _____
Subtotal Gill Road All Items + General Items:					\$ _____

*Minimum allowable bid price. Bidder may choose to quote a higher price.

Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
HOLLYWOOD STREET EARTHWORK ITEMS:					
29	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	12	\$ _____	\$ _____
Subtotal Hollywood Street Earthwork Items:					\$ _____
HOLLYWOOD STREET PAVING ITEMS:					
30	Remove and dispose driveway, All types, All Thicknesses	S.Y.	333	\$ _____	\$ _____
31	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	2875	\$ _____	\$ _____
32	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	3396	\$ _____	\$ _____
33	Furnish Lime (8%), Complete in Place	TON	98	\$ _____	\$ _____
34	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	406	\$ _____	\$ _____
35	Adjust Water Meter to Finished Grade	EA	2	\$ _____	\$ _____
36	Asphalt transition: 2" HMA Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	120	\$ _____	\$ _____
Subtotal Hollywood Street Paving Items:					\$ _____
HOLLYWOOD STREET EROSION CONTROL ITEMS:					
37	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ _____	\$ _____
38	Furnish and Install Sodding, Complete in Place	S.Y.	563	\$ _____	\$ _____
Subtotal Hollywood Street Erosion Control Items:					\$ _____

HOLLYWOOD STREET WATER LINE ITEMS:					
39	Adjust Fire Hydrant to Finished Grade	EA	1	\$ _____	\$ _____
40	Adjust Water Valve to Finished Grade	EA	1	\$ _____	\$ _____
Subtotal Hollywood Street Water Line Items:					\$ _____
HOLLYWOOD STREET MISCELLANEOUS ITEMS:					
41	Adjust Manhole to Finished Grade	EA	2	\$ _____	\$ _____
Subtotal Hollywood Street Miscellaneous Items:					\$ _____
HOLLYWOOD STREET EXTRA WORK ITEMS:					
42	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____ *(\$44.00)	\$ _____
43	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	61	\$ _____ *(\$69.00)	\$ _____
44	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	510	\$ _____ *(\$4.00)	\$ _____
45	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____ *(\$10.00)	\$ _____
46	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____ *(\$440.00)	\$ _____
47	Adjust Water Service Line, All Sizes	L.F.	10	\$ _____ *(\$50.00)	\$ _____
48	Remove existing culvert, All sizes, and Provide and Install Class III 12-inch RCP, Complete in Place	L.F.	25	\$ _____ *(\$90.00)	\$ _____
49	Remove existing culvert, All sizes, and Provide and Install Class III 18-inch RCP, Complete in Place	L.F.	25	\$ _____ *(\$95.00)	\$ _____
50	Remove existing culvert, All sizes, and Provide and Install Class III 24-inch RCP, Complete in Place	L.F.	25	\$ _____ *(\$110.00)	\$ _____
51	Adjust Sanitary Sewer Pipe, All Sizes, Complete in Place	L.F.	100	\$ _____ *(\$75.00)	\$ _____
52	Adjust Water Service Line, All Sizes	EA.	10	\$ _____ *(\$1,200.00)	\$ _____
53	Adjust Water Meter to Finished Grade	EA.	10	\$ _____ *(\$500.00)	\$ _____
Subtotal Hollywood Street Extra Work Items:					\$ _____
Subtotal Hollywood Street All Items:					\$ _____

*Minimum allowable bid price. Bidder may choose to quote a higher price.

Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
MARINER WAY EARTHWORK ITEMS:					
54	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	7	\$ _____	\$ _____
Subtotal Mariner Way Earthwork Items:					\$ _____
MARINER WAY PAVING ITEMS:					
55	Remove and dispose driveway, All types, All Thicknesses	S.Y.	240	\$ _____	\$ _____
56	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	1555	\$ _____	\$ _____
57	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	1833	\$ _____	\$ _____
58	Furnish Lime (8%), Complete in Place	TON	53	\$ _____	\$ _____
59	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	306	\$ _____	\$ _____
60	Relocate Street Name Sign, Complete in Place	EA	2	\$ _____	\$ _____
61	Asphalt transition: 2" HMAC Surface, 8" Crushed Limestone Base, 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	33	\$ _____	\$ _____
62	Remove and replace walkway with reinforced concrete, Complete in Place	S.Y.	9	\$ _____	\$ _____
Subtotal Mariner Way Paving Items:					\$ _____
MARINER WAY EROSION CONTROL ITEMS:					
63	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ _____	\$ _____
64	Furnish and Install Sodding, Complete in Place	S.Y.	316	\$ _____	\$ _____
Subtotal Mariner Way Erosion Control Items:					\$ _____

MARINER WAY WATER LINE ITEMS:					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
65	Adjust Water Valve to Finished Grade	EA	1	\$ _____	\$ _____
Subtotal Mariner Way Water Line Items:					\$ _____
MARINER WAY MISCELLANEOUS ITEMS:					
66	Adjust Manhole to Finished Grade	EA	1	\$ _____	\$ _____
Subtotal Mariner Way Miscellaneous Items:					\$ _____
MARINER WAY EXTRA WORK ITEMS:					
67	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____ *(\$44.00)	\$ _____
68	Extra 6" Reinforced Concrete Driveway as directed by the Engineer, complete in place	S.Y.	46	\$ _____ *(\$69.00)	\$ _____
69	Extra 6" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	275	\$ _____ *(\$4.00)	\$ _____
70	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____ *(\$10.00)	\$ _____
71	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____ *(\$440.00)	\$ _____
72	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ _____ *(\$50.00)	\$ _____
73	Remove existing culvert, All sizes, and Provide and Install Class III 12-inch RCP, Complete in Place	L.F.	25	\$ _____ *(\$90.00)	\$ _____
74	Remove existing culvert, All sizes, and Provide and Install Class III 18-inch RCP, Complete in Place	L.F.	25	\$ _____ *(\$95.00)	\$ _____
75	Remove existing culvert, All sizes, and Provide and Install Class III 24-inch RCP, Complete in Place	L.F.	25	\$ _____ *(\$110.00)	\$ _____
76	Adjust sanitary sewer pipe, All sizes, Complete in Place	L.F.	100	\$ _____ *(\$75.00)	\$ _____
77	Adjust Water Service Line, All Sizes	EA.	10	\$ _____ *(\$1,200.00)	\$ _____
78	Adjust Water Meter to Finished Grade	EA.	10	\$ _____ *(\$500.00)	\$ _____
Subtotal Mariner Way Extra Work Items:					\$ _____

Subtotal Mariner Way All Items:	\$ _____
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*Minimum allowable bid price. Bidder may choose to quote a higher price.

Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
PINE OAK CIRCLE EARTHWORK ITEMS:					
79	Remove and Properly Dispose of Existing Stabilized Base and Asphalt Pavement, All Depths	STA.	5	\$ _____	\$ _____
Subtotal Pine Oak Circle Earthwork Items:					\$ _____
PINE OAK CIRCLE PAVING ITEMS:					
80	Remove and dispose driveway, All types, All Thicknesses	S.Y.	367	\$ _____	\$ _____
81	Furnish and Install 6" Reinforced Concrete Paving, Complete in Place	S.Y.	1212	\$ _____	\$ _____
82	Furnish and Install 8" Lime Stabilized Subgrade, Complete in Place	S.Y.	1452	\$ _____	\$ _____
83	Furnish Lime (8%), Complete in Place	TON	42	\$ _____	\$ _____
84	Furnish and Install Reinforced Concrete Driveway, All Thicknesses, Complete in Place	S.Y.	368	\$ _____	\$ _____
Subtotal Pine Oak Circle Paving Items:					\$ _____
PINE OAK CIRCLE EROSION CONTROL ITEMS:					
85	Implementation of Storm Water Pollution Prevention Plan including Materials, installation, maintenance, permitting, inspections, and reporting for all pollution prevention measures as shown on the plans, Complete in Place	L.S.	1	\$ _____	\$ _____
86	Furnish and Install Sodding, Complete in Place	S.Y.	285	\$ _____	\$ _____
Subtotal Pine Oak Circle Erosion Control Items:					\$ _____

PINE OAK CIRCLE EXTRA WORK ITEMS:					
Item	Description	Unit	Budgeted Qty.	Unit Cost	Extended Cost
87	Cement-stabilized sand as directed by the Engineer, complete in place	C.Y.	100	\$ _____ *(\$44.00)	\$ _____
88	Extra 6" Reinforced Concrete Pavement as directed by the Engineer, complete in place	S.Y.	56	\$ _____ *(\$69.00)	\$ _____
89	Extra 8" Lime Stabilized Subgrade as directed by the Engineer, complete in place	S.Y.	218	\$ _____ *(\$4.00)	\$ _____
90	Furnish Select Fill as directed by the Engineer, complete in place	C.Y.	50	\$ _____ *(\$10.00)	\$ _____
91	Furnish Concrete including reinforcing steel as directed by the Engineer, complete in place	C.Y.	40	\$ _____ *(\$400.00)	\$ _____
92	Adjust Water Line, All Sizes, Complete in Place	L.F.	100	\$ _____ *(\$50.00)	\$ _____
93	Remove existing culvert, All sizes, and Provide and Install Class III 12-inch RCP, Complete in Place	L.F.	25	\$ _____ *(\$90.00)	\$ _____
94	Remove existing culvert, All sizes, and Provide and Install Class III 18-inch RCP, Complete in Place	L.F.	25	\$ _____ *(\$95.00)	\$ _____
95	Remove existing culvert, All sizes, and Provide and Install Class III 24-inch RCP, Complete in Place	L.F.	25	\$ _____ *(\$110.00)	\$ _____
96	Adjust sanitary sewer pipe, All sizes, Complete in Place	L.F.	100	\$ _____ *(\$75.00)	\$ _____
97	Adjust Water Service Line, All sizes	EA.	10	\$ _____ *(\$1,200.00)	\$ _____
98	Adjust Water Meter to Finished Grade	EA.	10	\$ _____ *(\$500.00)	\$ _____
Subtotal Pine Oak Circle Extra Work Items:					\$ _____

*Minimum allowable bid price. Bidder may choose to quote a higher price.

Subtotal Gill Road All Items + General Items:	\$ _____
Subtotal Hollywood Street All Items:	\$ _____
Subtotal Mariner Way All Items:	_____
Subtotal Pine Oak Circle All Items:	\$ _____

Grand Total Gill Road + General Items, Hollywood Street, Mariner Way, and Pine Oak Circle All Items:	\$ _____
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**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE March 8, 2016

TOPIC	Award Of Competitive Sealed Bid #1601-03 For Bayou Chantilly Outfall Repair To RAC Industries, LLC., In An Amount Not To Exceed \$94,300.00.
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BACKGROUND	<p>On February 3, 2016, at approximately 10:10 a.m., IDS opened competitive sealed bids for Bayou Chantilly Outfall Repair (CSB #1601-03) for all supervision, materials, labor and equipment necessary for the partial drainage outfall reconstruction into Dickinson Bayou from Blue Water Lane to Old Castle Lane. The City received three bids for the project. The lowest bid for the project was GW Phillips Concrete Construction, Inc. with a bid of \$93,000. However, GW Phillips Concrete Construction is not recommended as they did not satisfactorily complete an Award of Quote for Replacement of Culvert and Bulkhead that was awarded to the company by the City on April 8, 2014. Therefore, IDS Engineering recommends that the City award the bid to RAC Industries, LLC., the lowest qualified bidder, at a bid of \$94,300.00.</p> <p>This project will be funded by the City of Dickinson Municipal Drainage Fund. This project was not budgeted in FY 2015-2016; however, the repairs are necessary and there is enough funding available in the Dickinson Municipal Drainage fund balance to cover the amount. If approved, this project will be included in the first budget amendment for FY2016.</p>
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RECOMMENDATION	Staff recommends that Council award Competitive Sealed Bid #1601-03 for Bayou Chantilly Outfall Repair to RAC Industries, LLC., in an amount not to exceed \$94,300.00.
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ATTACHMENTS	<ul style="list-style-type: none"> • Bid Tabulation and Recommendation from IDS Engineering • Copy of Competitive Sealed Bid #1601-032 • Copy of Addendum Number 1 to Competitive Sealed Bid #1601-03
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FUNDING ISSUES	<input type="checkbox"/> Not applicable <input type="checkbox"/> Not budgeted <input type="checkbox"/> Full Amount already budgeted. <input checked="" type="checkbox"/> Funds to be taken from Municipal Drainage Fund Balance.
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SUBMITTING STAFF MEMBER Stephanie Russell, Administrative Services Manager	CITY ADMINISTRATOR APPROVAL 
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ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

DIVIDER PAGE



February 23, 2016

City of Dickinson
4403 State Highway 3
Dickinson, Texas 77539

Attention: Ms. Julie Robinson

Reference: Bayou Chantilly Outfall Repair; City of Dickinson
1601-03 / 1841-004-08, Contract No. 1

Dear Ms. Robinson:

In accordance with your instructions, bids were opened and read on February 3, 2016, for construction of the above referenced project. A copy of the Bid Tabulation is attached.

We have examined the bids and find no mathematical errors. The two lowest bidders for this project are GW Phillips Concrete Construction, Inc. with a bid of \$93,000.00 and RAC Industries, LLC with a bid of \$94,300.00. GW Phillips Concrete Construction is not recommended as they did not satisfactorily complete an Award of Quote for Replacement of Culvert and Bulkhead was awarded by the City of Dickinson on April 8, 2014.

We have reviewed the references and financial statements for RAC Industries, LLC and believe they are qualified for the job and recommend award to RAC Industries, LLC.

Please let us know your decision on awarding the contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Travis S. Sellers", is written over a light blue grid pattern that is part of a large watermark in the bottom right corner of the page.

Travis S. Sellers, P.E.
Vice President

TSS/jbw

X:\1800\184100408 Bayou Chantilly\CPS (Outfall Repair)\060 Corres\Recommendation of Award Rev 1.docx

DIVIDER PAGE

CITY OF DICKINSON, TEXAS

BID FORM

COMPETITIVE SEALED BID # 1601-03

**CITY OF DICKINSON
BAYOU CHANTILLY OUTFALL REPAIR**

Item	Description	Unit	Quantity	Engineer's Estimate		GW Phillips Concrete Construction, Inc.		RAC Industries, LLC		BRH-Garver Construction, LP	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
GENERAL ITEMS:											
1	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 4,000.00	\$ 4,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.00
Subtotal General Items:					\$ 30,000.00		\$ 4,000.00		\$ 9,000.00		\$ 9,500.00
EARTHWORK ITEMS:											
2	Clearing and Grubbing as Directed by the Engineer	AC	0.1	\$ 10,000.00	\$ 1,000.00	\$ 20,000.00	\$ 2,000.00	\$ 35,000.00	\$ 3,500.00	\$ 33,971.00	\$ 3,397.10
3	Excavation and Legal Disposal of Soil Beginning at the Outfall to up to 10' into Bayou	CY	30	\$ 50.00	\$ 1,500.00	\$ 100.00	\$ 3,000.00	\$ 50.00	\$ 1,500.00	\$ 599.00	\$ 17,970.00
4	Furnish and Install Sodding, Complete in Place	SY	100	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 5.00	\$ 500.00	\$ 22.00	\$ 2,200.00
5	Furnish and Install El Toro Zoysia Sodding, Complete in Place	SY	100	\$ 25.00	\$ 2,500.00	\$ 18.00	\$ 1,800.00	\$ 10.00	\$ 1,000.00	\$ 37.00	\$ 3,700.00
Subtotal Earthwork Items:					\$ 6,000.00		\$ 7,800.00		\$ 6,500.00		\$ 27,267.10
EROSION CONTROL ITEMS:											
6	Furnish, Install, Maintain and Removal of Filter Fabric Fence, Complete in Place	LF	200	\$ 5.00	\$ 1,000.00	\$ 2.00	\$ 400.00	\$ 5.00	\$ 1,000.00	\$ 6.00	\$ 1,200.00
Subtotal Erosion Control Items:					\$ 1,000.00		\$ 400.00		\$ 1,000.00		\$ 1,200.00
DRAINAGE ITEMS:											
7	Remove and Legally Dispose of Existing 24" Storm Sewer Outfall Pipe	LF	100	\$ 20.00	\$ 2,000.00	\$ 35.00	\$ 3,500.00	\$ 15.00	\$ 1,500.00	\$ 147.00	\$ 14,700.00
8	Furnish and Install 30" SDR35 PVC Pipe Including Cement Stabilized Sand Bedding to Springline and Backfilling with Native Material Backfill to Match the Density of the Adjacent Insitu Soil, Complete in Place	LF	100	\$ 100.00	\$ 10,000.00	\$ 250.00	\$ 25,000.00	\$ 80.00	\$ 8,000.00	\$ 457.00	\$ 45,700.00
9	Furnish and Install Concrete Collar, Complete in Place	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,400.00	\$ 4,800.00	\$ 10,000.00	\$ 20,000.00	\$ 17,618.00	\$ 35,236.00
Subtotal Drainage Items:					\$ 15,000.00		\$ 33,300.00		\$ 29,500.00		\$ 95,636.00

Item	Description	Unit	Quantity	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
MISCELLANEOUS ITEMS:											
10	Furnish, Install, Maintain and Removal of Cofferdam, Complete in Place	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 8,000.00	\$ 16,000.00	\$ 9,000.00	\$ 18,000.00	\$ 15,380.00	\$ 30,760.00
11	Remove and Repair Existing Timber Bulkhead as Needed to Repair Storm Sewer Outfall, Complete in Place	LF	30	\$ 100.00	\$ 3,000.00	\$ 350.00	\$ 10,500.00	\$ 500.00	\$ 15,000.00	\$ 431.00	\$ 12,930.00
12	Care and Control of Water, Including Dewatering Pumps and Water Quality, Complete in Place	LF	40	\$ 25.00	\$ 1,000.00	\$ 80.00	\$ 3,200.00	\$ 100.00	\$ 4,000.00	\$ 244.00	\$ 9,760.00
13	Furnish and Install temporary Construction Safety Fence, Complete in Place	LF	400	\$ 10.00	\$ 4,000.00	\$ 15.00	\$ 6,000.00	\$ 5.00	\$ 2,000.00	\$ 5.00	\$ 2,000.00
Subtotal Miscellaneous Items:					\$ 14,000.00		\$ 35,700.00		\$ 39,000.00		\$ 55,450.00
EXTRA WORK ITEMS:											
14	Irrigation System Repair to Include Irrigation Pipe, Wiring and Sprinkler Heads, As Needed, Complete in Place	CA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
15	Remove and Repair Existing Wooden Ramp at 501 Old Bayou Drive, Complete in Place	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
16	Furnish and Install 4' Chainlink Fence with Posts and Top Rail As Needed for Repair, Complete in Place	LF	80	\$ 60.00	\$ 4,800.00	\$ 60.00	\$ 4,800.00	\$ 60.00	\$ 4,800.00	\$ 60.00	\$ 4,800.00
Subtotal Extra Work Items:					\$ 9,300.00		\$ 11,800.00		\$ 9,300.00		\$ 9,300.00
Grand Total All Items:					\$ 75,300.00		\$ 93,000.00		\$ 94,300.00		\$ 198,353.10

*Minimum allowable bid price. Bidder may choose to quote a higher price.

from Conrad's previous bid

DIVIDER PAGE

BID SET

**COMPETITIVE SEALED BID #1601-03
CITY OF DICKINSON, TEXAS**



**BAYOU CHANTILLY OUTFALL REPAIR
COMPETITIVE SEALED BID #1601-03**

**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR
BAYOU CHANTILLY OUTFALL REPAIR
COMPETITIVE SEALED BID #1601-03**

TABLE OF CONTENTS

CONTRACT DOCUMENTS

- Schedule Summary
- Invitation to Bid
- Scope of Work and Special Conditions
- Instructions to Bidders
- General Conditions of the Bidding
- City of Dickinson Contractor Insurance Requirements
- Schedule of Drawings
- Supplemental Information / Minority/Woman-Owned Business Participation
- Bid Form
- References
- Supplemental Information
- Conflict of Interest Questionnaire
- Bidder Reminder List
- Form Contract for Construction
- Technical Specifications

BID OPENING DATE: February 3, 2016

COMPETITIVE SEALED BID #1601-03 SCHEDULE SUMMARY

Wednesday	January 20, 2016 Galveston Daily News	Bid Documents Released and 1 st Legal Advertising for Bid
Wednesday	January 27, 2016 Galveston Daily News	2 nd Legal Advertising for Bid
Wednesday	January 27, 2016 10:30 am Dickinson City Hall Council Chambers	Non-Mandatory Pre-Submittal Conference
Thursday	January 28, 2016	Last day for inquiries and clarifications <i>(Please submit all questions via www.CivCastUSA.com)</i>
Wednesday	February 3, 2016 10:00 am Dickinson City Hall 10:10 am Dickinson City Hall Council Chambers	Deadline for Submission of Bids Opening of Bids
Tuesday	March 4, 2016 Dickinson City Hall Council Chambers	City Council Award of Bid and Contract

Note: This schedule is preliminary and may be modified at the discretion of the owner.

COMPETITIVE SEALED BID #1601-03
BAYOU CHANTILLY OUTFALL REPAIR

The City of Dickinson is accepting Competitive Sealed Bids for all supervision, materials, labor and equipment necessary for the partial drainage outfall reconstruction into Dickinson Bayou from Blue Water Lane to Old Castle Lane.

BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, FEBRUARY 3, 2016. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

BIDS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, FEBRUARY 3, 2016 AT 10:10 A.M.

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at www.ci.dickinson.tx.us or obtained in person at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

A non-mandatory pre-submittal conference will be held at 10:30 a.m. on Wednesday, January 27, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Construction documents will be available for review at the pre-submittal conference.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Dickinson or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

All bids submitted for City consideration must include the original and one copy, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1601-03, Bayou Chantilly Outfall Repair, Attention: Carolyn Anderson, City Secretary", and must contain the name of the company submitting the bid.

A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for 100% of the contract price.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of ninety (90) days from the date bids are opened.

1st Advertisement: Galveston Daily News, January 20, 2016
2nd Advertisement: Galveston Daily News, January 27, 2016

SCOPE OF WORK AND SPECIAL CONDITIONS

1. SCOPE OF WORK

The scope of work under this bid shall include all materials, labor, equipment, supervision and incidentals for partial drainage outfall reconstruction into Dickinson Bayou from Blue Water Lane to Old Castle Lane for the following:

- A. Earthwork Items such as: clearing and grubbing, soil excavation and disposal, and sodding.
- B. Erosion Control Items such as: installation and removal of filter fabric fence.
- C. Drainage Items such as: storm sewer pipe removal, PVC storm sewer installation, and concrete collar connections.
- D. Miscellaneous Items such as: installation and removal of cofferdams, removal and repair of existing timber bulkheads, care and control of water, and installation and removal of construction safety fencing.

All work shall be performed in accordance with the Construction Plans developed for the project and available from the Public Works Department and Technical Specifications provided herein.

2. RESPONSIBILITIES OF THE CONTRACTOR

The bidder must be capable of performing all responsibilities normally associated with providing storm sewer/drainage facilities in accordance with the Construction Plans available from the Public Works Department and Technical Specifications provided herein. The successful bidder shall furnish all supervision, materials, labor, and equipment for the partial outfall reconstruction delineated above.

3. CONSTRUCTION SCHEDULE

Following award of bid, City will meet with the successful bidder to develop and submit a construction schedule for each street and for the total scope of work. The successful bidder will be required to complete the entire scope of work as outlined in Section 1 above within 30 calendar days after the date of the first written notice to proceed issued by the City. The work to be performed shall be commenced within ten (10) calendar days after the date a written notice to proceed has been issued to successful bidder by the City. Construction activity is allowed Monday through Friday between the hours of 6:30 am and 10:30 pm and on Saturdays and Sundays between the hours of 8:30 am and 10:30 pm, unless otherwise permitted by the Director of Public Works in compliance with the City's noise regulations.

4. USE OF SUBCONTRACTORS

The City specifically prohibits the use of subcontractors without written authorization. Authorized subcontractors are subject to the same insurance requirements as stated in the Contractor Insurance Requirements provided in this Bid.

5. SAFETY REGULATIONS

The successful bidder's personnel shall wear orange safety vests on all job sites. Work gloves and other appropriate clothing/shoes shall be worn. The successful bidder's personnel must have received the appropriate safety training prior to start of work.

6. TRAFFIC CONTROL PLANS

Contractor will be responsible for the Traffic Control Plan.

INSTRUCTIONS TO BIDDERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.

1. BIDS, PREPARATION AND SUBMITTAL

Bidders must utilize the Bid Form and must submit an original and one (1) copy of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to all conditions and matters that can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents, or should there be any doubt as to a document's meaning and intent, the Bidder should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted with and satisfied as to character, quality and quantity of equipment and/or services to be furnished.

3. NON-MANDATORY PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held at 10:30 a.m. on Wednesday, January 27, 2016 in the Council Chambers at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas 77539. Construction documents will be available for review at the pre-submittal conference. Additionally, City representatives will answer any questions with regard to the scope and intent of this project. This is a non-mandatory meeting.

4. DELIVERY OF BIDS

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered.

5. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

6. BID ALTERATION/WITHDRAWAL

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of ninety (90) calendar days after opening of the bids.

7. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.

8. BID OPENINGS

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

9. BASIS OF AWARD

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids.

The City of Dickinson reserves the right to contact any offer or, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offer or, or to reject any or all bids.

10. BID TABULATION

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at www.ci.dickinson.tx.us.

11. PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) working days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

GENERAL CONDITIONS OF BIDDING

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. The successful bidder must begin work in accordance with the construction schedule to be developed by City and the successful bidder. This should be considered and reflected in the Bid.

BIDDING

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements, contract bid quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DELIVERY PROMISE-PENALTIES:** Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
6. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
7. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

8. PROPRIETARY INFORMATION: If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.
9. CORRESPONDENCE: The bid number assigned to this Project must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
10. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
11. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.
12. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Kellis George, Director of Public Works, by telephone (281) 337-6267 or e-mail kgeorge@ci.dickinson.tx.us. Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.

PERFORMANCE

13. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
14. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
15. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
16. LABORATORY TESTING:

16.01 Owner will provide for laboratory testing during construction, except that CONTRACTOR will provide for testing and/or laboratory certification of materials furnished for use in construction, if required elsewhere by these specifications.

16.02 Retests of materials or installations found defective in initial tests will be at CONTRACTOR's expense. The final pay estimate will not be processed until the CONTRACTOR has paid his portion of the laboratory testing invoices.

16.03 PUBLIC WORKS DIRECTOR or representative of the CITY has the right to temporarily halt construction for the purpose of acquiring test samples.

16.04 Copies of CONTRACTOR performed test results shall be submitted promptly to the CITY

17. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
18. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
19. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
20. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
21. ETHICS: The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

PURCHASE ORDERS AND PAYMENT

22. PURCHASE ORDERS: A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
23. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without required bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
24. APPROPRIATION CLAUSE: The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
25. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.

26. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed. Specific Payment Terms shall be contained in Contract for Construction to be executed by Successful Respondent and the City.
27. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to IDS Engineering Group, 13430 Northwest Freeway, Suite 700, Houston, Texas 77040.

CONTRACT

28. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
29. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Harris and/or Galveston Counties authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
30. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
31. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
32. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate. Bidder, in submitting

this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Bidder.

33. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its sole expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
34. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
35. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
36. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
37. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all bidders shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
38. DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES: By submission of a bid response, the bidder represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the bidder has not been found to be liable for such practices in such proceedings.
39. FELONY CRIMINAL CONVICTIONS: The bidder represents and warrants that neither the bidder nor the bidder's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the bidder has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
40. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
41. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability

then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

42. Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the City may not award a contract to a bidder unless the bidder has provided to the City a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City with the bid package. Following the award of the contract, the City will notify the TEC of the receipt of each completed TEC Form 1295, and the completed form will be on the TEC's website and will be accessible by the public. The City reserves the right to reject any bid that does not comply with the requirements prescribed herein or to waive any such requirements. For purposes of completing the TEC Form 1295, the entity's name is City of Dickinson and the contract ID number is 1601-03. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

SCHEDULE OF DRAWINGS
COMPETITIVE SEALED BID #1601-03
BAYOU CHANTILLY OUTFALL REPAIR

<u>Sheet No.</u>	<u>Description</u>
1	Cover Sheet
2	Construction Notes
3	Plan and Details

SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

CITY OF DICKINSON, TEXAS

BID FORM

COMPETITIVE SEALED BID # 1601-03

CITY OF DICKINSON BAYOU CHANTILLY OUTFALL REPAIR

Item	Description	Unit	Quantity	Unit Cost	Extended Cost
GENERAL ITEMS:					
1	Mobilization	LS	1	\$ _____	\$ _____
Subtotal General Items:					\$ _____
EARTHWORK ITEMS:					
2	Clearing and Grubbing as Directed by the Engineer	AC	0.1	\$ _____	\$ _____
3	Excavation and Legal Disposal of Soil Beginning at the Outfall to up to 10' into Bayou	CY	30	\$ _____	\$ _____
4	Furnish and Install Sodding, Complete in Place	SY	100	\$ _____	\$ _____
5	Furnish and Install El Toro Zoysia Sodding, Complete in Place	SY	100	\$ _____	\$ _____
Subtotal Earthwork Items:					\$ _____
EROSION CONTROL ITEMS:					
6	Furnish, Install, Maintain and Removal of Filter Fabric Fence, Complete in Place	LF	200	\$ _____	\$ _____
Subtotal Erosion Control Items:					\$ _____
DRAINAGE ITEMS:					
7	Remove and Legally Dispose of Existing 24" Storm Sewer Outfall Pipe	LF	100	\$ _____	\$ _____
8	Furnish and Install 30" SDR35 PVC Pipe Including Cement Stabilized Sand Bedding to Springline and Backfilling with Native Material Backfill to Match the Density of the Adjacent Insitu Soil, Complete in Place	LF	100	\$ _____	\$ _____
9	Furnish and Install Concrete Collar, Complete in Place	EA	2	\$ _____	\$ _____
Subtotal Drainage Items:					\$ _____

Item	Description	Unit	Quantity	Unit Cost	Extended Cost
MISCELLANEOUS ITEMS:					
10	Furnish, Install, Maintain and Removal of Cofferdam, Complete in Place	EA	2	\$ _____	\$ _____
11	Remove and Repair Existing Timber Bulkhead as Needed to Repair Storm Sewer Outfall, Complete in Place	LF	30	\$ _____	\$ _____
12	Care and Control of Water, Including Dewatering Pumps and Water Quality, Complete in Place	LF	40	\$ _____	\$ _____
13	Furnish and Install temporary Construction Safety Fence, Complete in Place	LF	400	\$ _____	\$ _____
Subtotal Miscellaneous Items:					\$ _____
EXTRA WORK ITEMS:					
14	Irrigation System Repair to Include Irrigation Pipe, Wiring and Sprinkler Heads, As Needed, Complete in Place	CA	1	\$ _____ *(\$2,000.00)	\$ _____
15	Remove and Repair Existing Wooden Ramp at 501 Old Bayou Drive, Complete in Place	LS	1	\$ _____ *(\$2,500.00)	\$ _____
16	Furnish and Install 4' Chainlink Fence with Posts and Top Rail As Needed for Repair, Complete in Place	LF	80	\$ _____ *(\$60.00)	\$ _____
Subtotal Extra Work Items:					\$ _____
Grand Total All Items:					\$ _____

*Minimum allowable bid price. Bidder may choose to quote a higher price.

**CITY OF DICKINSON, TEXAS
BID FORM**

1. In submitting this Bid, Bidder represents the following:
 - a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):
Addenda: _____
Date: _____ Signature: _____
 - b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
 - c. Bidder has given the City written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
 - d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
 - e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
 - f. This Bid will remain open and subject to acceptance for ninety (90) days after the day of Bid opening.
2. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.
3. Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services, materials and/or equipment as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

BIDDER:

Company: _____ Date: _____

Signature: _____

Printed Name: _____ Title: _____

Address: _____

City, State & Zip: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

Federal EID #/SSN #: _____

Cash Discount Terms: _____

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable commercial business references for which the Bidder has performed work.

1. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Brief description of project. _____

2. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Brief description of project. _____

3. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Brief description of project. _____

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship YES NO
- 2. Partnership YES NO
- 3. Corporation YES NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

NO YES If yes, specify () MBE () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? NO YES

If yes, specify governmental agency: _____

Date of certification: _____

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>Date Received:</p>	<p>_____</p>
<p>1. Name of person who has a business relationship with the City of Dickinson.</p> <p>_____</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Name of local government officer with whom filer has employment or other business relationship.</p> <hr/> <p style="text-align: center;">Name of Officer</p> <hr/> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p>	
<p>4.</p> <p>Signature of person doing business with the government entity _____ Date _____</p>	

BIDDER REMINDER LIST:

REQUIRED DOCUMENTATION INCLUDED?

ORIGINAL AND ONE (1) COPY INCLUDED?

**ALL BLANKS COMPLETED ON BID FORM AND OTHER
REQUIRED DOCUMENTS?**

**COMPLETE CONFLICT OF INTEREST
QUESTIONNAIRE?**

COMPLETED COMPANY PROFILE/REFERENCES?

COMPLETED SIGNATURE?

FORM CONTRACT FOR CONSTRUCTION

COUNTY OF GALVESTON
STATE OF TEXAS

§ CONTRACT BETWEEN THE
§ CITY OF DICKINSON, TEXAS
§ AND _____
§ FOR BAYOU CHANTILLY OUTFALL
REPAIR.

This Contract made this _____, 2016, by and between _____, hereinafter referred to as "Contractor", and the City of Dickinson, Texas, hereinafter referred to as "City", 4403 Highway 3, Dickinson, Texas 77539.

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1.

SCOPE OF THE WORK

Contractor shall provide all supervision, labor, materials and equipment necessary for the project identified as Bayou Chantilly Outfall Repair, Competitive Sealed Bid # 1601-03 (hereinafter "Work"). Such Work shall be performed in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for the Work, (Exhibit "A");
- (c) The Contractor's Proposal dated _____ (Exhibit "B");
- (d) The Contractor's Payment Bond for the Work (Exhibit "C");
- (e) The Contractor's Performance Bond for the Work (Exhibit "D"); and
- (f) Construction Schedule Established for the Work (Exhibit "E").

In the event there exists a conflict between any of the terms, clauses, or phrases of the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, and Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

ARTICLE 2.
SCHEDULE FOR COMPLETION / LIQUIDATED DAMAGES / DELAYS

2.01 SCHEDULE FOR COMPLETION. Prior to starting Work, the Contractor and the City shall meet to develop a Construction Schedule for the Work pursuant to Scope of Work and Special Conditions contained in Exhibit "A." The Construction Schedule shall be signed by the Contractor and the City and become a part of this Contract as Exhibit "E." The Contractor shall submit any major revisions to the approved Construction Schedule as the Work progresses to the City for review. The approved Construction Schedule may only be modified upon the written approval of City.

A written notice to proceed will be issued to the Contractor by the City for each individual street. The Work to be performed under this Contract shall be commenced within ten (10) calendar days after the date the written notice to proceed for a particular street has been issued to Contractor by the City. Contractor shall sign off on each notice to proceed that acknowledges their agreement to the number of days established by the Construction Schedule. Contractor shall fully complete the entire Scope of Work to the satisfaction of the City within 30 calendar days after the date of the first written notice to proceed has been issued by the City.

2.02 LIQUIDATED DAMAGES. The parties acknowledge that adherence by Contractor to the approved Construction Schedule and times set forth herein for completion of the Project is essential to this Contract. It is agreed by the parties that the actual damages which might be sustained by City by reason of the breach by Contractor of its promise to timely complete the Work in accordance with the provisions hereof are uncertain and would be difficult to ascertain. It is further agreed that the sum of **THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$350.00)** for each day that completion of the Project or any portion of the Work is overdue according to the Construction Schedule would be reasonable and just compensation for such breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach. Any liquidated damages shall be deducted from Contractor's final payment under this Contract.

2.03 DELAYS. The Contractor shall be entitled to an extension of time specified in the Construction Schedule under this Contract only when claim for such extension is submitted to the City in writing by the Contractor within seven (7) calendar days from and after the time when any alleged cause of delay shall occur; and then only when such extension of time is approved by the City. In adjusting the Contract working time for the completion of the Work, unforeseeable causes defined herein shall be taken into consideration. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the Contractor. Unforeseeable Cause is defined as:

- (a) An act of God in the form of unusually severe weather conditions, including storms, flood, fire or similar event, that could not have been anticipated or guarded against and which materially affects the work site, including access or egress thereto; or
- (b) A riot or war situation actually involving the site or actually preventing the Contractor from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as identified to City.

No event shall be deemed an Unforeseeable Cause for the purposes of this Contract unless it actually and directly necessitates a delay in the Work which could not be otherwise remedied by taking reasonably prudent steps, and the Contractor could not reasonably adjust the schedule of the remaining Work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s).

Notwithstanding any other term contained in the Contract Documents, no adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the Contractor, his agents, employees or subcontractors; and no adjustment shall be made to the Contract price and the Contractor shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the City. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the terms specified in the Contract Documents, and no act of the City shall be deemed a waiver or entitlement of such extension.

ARTICLE 3. CONTRACT PRICE

Compensation for Work satisfactorily performed hereunder shall be in an amount not to exceed the sum of _____ (\$_____). City shall issue progress payments in accordance with the terms of this Contract.

ARTICLE 4. PROGRESS PAYMENTS

Progress payments for Work completed shall be paid in the following manner: Percentage of completion for materials and labor satisfactorily completed on a monthly basis: ninety (90%) percent of amount billed with ten (10%) percent retained until the entire Contract is completed. Contractor shall furnish City with appropriate documentation evidencing Contractor's payment for all work performed or materials provided by subcontractors. If Contractor is unable to produce such documentation evidencing payment, City may withhold that portion of the payment due to such subcontractor(s), without penalty, until Contractor provides documentation evidencing to City that Contractor has paid all such costs and that there is no existing claim by such subcontractors.

The final payment request from Contractor shall include the release of ten percent (10%) retainage and shall be submitted to the City upon final completion and acceptance of the Work.

Release of Liens. A partial release of liens must be provided with each payment application. A final release of liens must be provided to the City by the Contractor for the entire Work prior to release of the final ten percent (10%) retainage.

**ARTICLE 5.
GENERAL PROVISIONS**

- 5.1 QUALITY OF WORK.** All Work shall be completed in a workman-like manner to the satisfaction of City and in compliance with all codes, ordinances, and other applicable federal, state, and local laws. City shall be responsible for initial core testing of the Work. However, if any section of the Work fails such core testing, Contractor shall be required to tear out and replace such failing sections of the Work at its sole expense and shall reimburse City for any and all costs associated with retesting such failing sections of the Work. Upon satisfactory completion of all Work hereunder as determined by City and prior to payment of final invoice by City, Contractor shall provide City with a release of all liens and waiver of claims from subcontractors. Contractor's requirement to provide such release shall be a condition precedent to City's remittance of final payment under this Contract.
- 5.2 PLAN AND SCALE DRAWING.** The Contractor shall utilize the construction plans and drawings furnished by City to complete the Work.
- 5.3 LICENSES REQUIRED.** To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform such Work. The City specifically prohibits the use of subcontractors without written authorization. In the event Contractor receives written authorization from the City to engage subcontractors to perform Work hereunder, Contractor shall fully pay such subcontractor and in all instances remain responsible for the proper completion of the Work hereunder.
- 5.4 CHANGE ORDERS.** All change orders shall be in writing and signed both by City and Contractor and shall be incorporated in and become part of the Contract Documents.
- 5.5 INSURANCE.** Contractor warrants that it has obtained and will maintain throughout the duration of the Work, insurance covering injury to its employees and third parties, including coverage for bodily injury and property damage resulting from, related to or arising out of Contractor's Work. Such insurance shall cover acts and omissions of Contractor, its employees, agents, and subcontractors. Contractor shall provide a certificate of insurance showing the City as additional insured and providing such types and amounts of coverage as required in the City's Specifications for the Work attached hereto as Exhibit "A". Such certificate of insurance shall provide that the City is to receive thirty (30) days written notice of cancellation.
- 5.6 PERMITS.** Contractor shall at its own expense obtain all permits necessary for the Work to be performed.
- 5.7 REMOVAL OF DEBRIS.** Contractor agrees to remove all debris and leave the premises in a clean condition acceptable to the City.
- 5.8 DAMAGES.** Contractor shall make every reasonable effort to protect the work area from loss or damage. Any portion of the work area damaged by Contractor during the course of the Work must be repaired by Contractor at no additional cost to the City. Damages shall include, but not be limited to, any damage caused by the Contractor to fences, yards, shrubs, or open public spaces. Any repair work shall match the existing condition of the items and area damaged.

- 5.9 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.10 WARRANTY.** Contractor warrants all Work for a period of twenty-four (24) months following the date of final acceptance of the Work by the City.
- 5.11 TERMINATION.** City may terminate this Contract upon ten (10) days prior written notice to Contractor.
- 5.12 TAXES.** The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.
- 5.13 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.14 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.15 INDEPENDENT CONTRACTOR.** Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the Work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants and shall indemnify City from all claims and damages resulting from this Work; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.
- 5.16 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.17 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.18 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

5.19 SUCCESSORS AND ASSIGNS. This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

5.20 HEADINGS. The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of City Council approval.

CITY OF DICKINSON, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Carolyn E. Anderson, City Secretary
City of Dickinson, Texas

CONTRACTOR

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Corporate Secretary

PAYMENT BOND

STATE OF TEXAS

CITY OF DICKINSON, GALVESTON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as Surety on bonds for Principals, are held and firmly bound unto _____ (OWNER) in the penal sum of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders, partners, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 20____, for

BAYOU CHANTILLY OUTFALL REPAIR
COMPETITIVE SEALED BID #1601-03
CITY OF DICKINSON, GALVESTON COUNTY, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect. Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the documents, plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

Email address

Telephone

The name and address of the Resident Agent of Surety is:

Telephone

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

PERFORMANCE BOND

STATE OF TEXAS

CITY OF DICKINSON, GALVESTON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That _____
 _____ of the City of _____, County of
 _____, and State of _____, as Principal, and

 authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held and
 firmly bound unto _____
 _____ (OWNER) in the penal sum
 of _____
 _____ Dollars (\$ _____), for payment whereof, the said Principal and
 Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders,
 partners, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the
 _____ day of _____, 20____, for

BAYOU CHANTILLY OUTFALL REPAIR
 COMPETITIVE SEALED BID #1601-03
 CITY OF DICKINSON, GALVESTON COUNTY, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
 at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
 faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and
 singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by
 the Principal to be observed and performed during the original term of the Contract and any extensions
 thereof that may be granted by Owner, and during the life of any guaranty or warranty required under
 the Contract, and according to the true intent and meaning of said Contract and the Contract
 Documents and the Plans and Specifications related thereto, then this obligation shall be void;
 otherwise to remain in full force and effect. Provided, however, that this bond is executed pursuant to
 provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be
 determined in accordance with provisions of said Article to same extent as if it were copied at length
 herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

Email address

Telephone

The name and address of the Resident Agent of Surety is:

Telephone

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

TECHNICAL SPECIFICATIONS TABLE OF CONTENTS

Governing Specifications

All construction included in this project shall be completed in accordance with the current City of Dickinson Standard Specifications for Construction and supplemented with current City of Houston Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges. The City of Dickinson Specifications are included in this manual. Bidders and Contractors can access the City of Houston standard specifications (which are listed below in bold or mentioned by reference herein) on the COH website at <http://edocs.publicworks.houstontx.gov/engineering-and-construction/specifications.html>. All references to City of Houston Division 1 specifications within standard City of Houston specifications included herein shall be considered to reference applicable portions of this contract. The proposed construction is subject to the following, but not limited to the specifications listed below:

<u>SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
01312	Coordination and Meetings	2
01325	Construction Schedule	4
01330	Submittals Procedures	4
01562	Construction Fence	1
02200	Mobilization	2
02631	Storm Sewers	6
02922	Sod	2

<u>CoH SPEC. NO.</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
01570	Storm Water Pollution Control	14
01578	Control of Ground Water and Surface Water	10
02086	Adjusting Manholes, Inlets, and Valve Boxes to Grade	3
02221	Remove Existing Pavement Structures,	2
	Wood and Demolition Debris	
02233	Clearing and Grubbing	2
02316	Excavation and Backfill for Structures	9
02317	Excavation and Backfill for Utilitiies	20
02320	Utility Backfill Material	10
02321	Cement Stabilized Sand	7
02506	Polyvinyl Chloride Pipe	8
02621	Geotextile	3
02911	Topsoil	2
03315	Concrete for Utility Construction	18



TBPE F-002726 TBPLS 10110700
13333 Northwest Freeway, Suite 300, Houston, TX 77040
T 713-462-3178



[Handwritten Signature]
11/19/16

SECTION 01312

COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General coordination including pre-construction meeting and progress meetings.

1.02 COORDINATION OF DOCUMENTS

Coordination is required throughout documents. Refer to Contract documents and coordinate as necessary.

1.03 CONTRACTOR COORDINATION

- A. Coordinate scheduling, submittals, and work of various Specification sections to assure efficient and orderly sequence of Installation of interdependent construction elements.
- B. Coordination completion and clean up of the Work prior to the Date of Substantial Completion and for portions of the Work designated for City's partial occupancy.
- C. Coordinate access to the site for correction of nonconforming work to minimize disruption of the City's activities where the City is in partial occupancy.

1.04 PRE-CONSTRUCTION MEETING

- A. Engineer will schedule pre-construction meeting.
- B. Attendance Required: City representatives, Design Consultant, special consultants as required by Engineer, Contractor, and major Subcontractors and Suppliers.
 - 1. Schedule submittals well in advance of the need for construction products. Allow time for delivery of products after submittal approval.
 - 2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. Allow a minimum of 30 days for initial review. Project manager will review and return submittals to Contractor as expeditiously as possible but time required for review will vary depending on complexity and quantity of data submitted.

**SECTION 01312
COORDINATION AND MEETINGS – Cont'd**

1.05 PROGRESS MEETINGS

- A. Hold meetings at Project field office or other location designated by Engineer. Hold meetings at monthly intervals, or more frequently when directed by Engineer.
- B. Attendance Required: Superintendent, major Subcontractors and Suppliers, City representatives, Design Consultant and its subconsultants as appropriate for agenda topics for each meeting.
- C. Engineer will make arrangements for meetings, and for recording minutes.
- D. Engineer will prepare the agenda and preside at meetings.
- E. Provide required information and be prepared to discuss each agenda item.
- F. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of construction schedule, pay estimates, cash flow curve, payroll, and compliance submittals.
 - 3. Field observations, problems, and necessary decisions.
 - 4. Identification of problems that impede planned progress.
 - 5. Review of submittal schedule and status of submittals
 - 6. Review of RFI and RFP status.
 - 7. Modification status.
 - 8. Review of off-site fabrication and delivery schedules.
 - 9. Maintenance of Construction Schedule.
 - 10. Corrective measures to regain Construction Schedule.
 - 11. Planned progress during the succeeding work period.
 - 12. Coordination of projected progress.
 - 13. Maintenance of quality and work standards.
 - 14. Effect of proposed Modifications on Construction Schedule and coordination.
 - 15. Review Project Record Contract Drawings.
 - 16. Other items relating to the Work.

PART 2 P R O D U C T S – Not Used

PART 3 E X E C U T I O N – Not Used

END OF SECTION

SECTION 01325

CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.01 GENERAL

- A. Provide Construction Schedules for the Work included in this Contract in accordance with requirements in this Section. Create Construction Schedule using Critical Path Method (CPM) computer software capable of mathematical analysis of Precedence Diagramming Method (PMD) Plan. Provide printed activity listings and bar charts in formats described in this Section.
- B. Combine activity listings and bar charts with narrative report to form Construction Schedule submittal for Engineer.

1.02 SCHEDULING STAFF

- A. Employ or retain services of individual experienced in CPM scheduling for duration of the Contract. Individual shall cooperate with Engineer and update schedule monthly as required to indicate current status of the Work.

1.03 SUBMITTALS

- A. Conform to requirements of Section 01330 – Submittal Procedures.
- B. During preconstruction meeting provide sample bar charts and activity listings produced from scheduling software proposed. Scheduling software is subject to review by Engineer and must meet requirements provided in this Section. Engineer will provide review of samples within seven days of submittal.
- C. Within 21 days of receipt of approval of Contractor's format, of 30 days of Notice to Proceed, whichever is later, submit proposed Construction Schedule for review. Base Construction Schedule submittal on the following:
 - 1 Level of detail and number of activities required in schedule are dependent on project type.
 - a. For projects with multiple types of tasks within scope, indicate types of work separately within schedule.
 - b. For projects with multiple crafts or significant Subcontractor components, indicate elements separately within schedule. Unless permitted by Engineer, tasks shall consist of work covered by only one division of Project Manual.

SECTION 01325
CONSTRUCTION SCHEDULE – Cont'd

- 2 Unless permitted by Engineer, each scheduled task shall be same as Schedule of Values line items, and vice versa.
 - 3 For projects with Major Unit Price Work, indicate Shop Drawing submittal and review, purchase, delivery and installation dates on Project Schedule. Include activities for testing, adjustment, and delivering O&M manuals.
 - 4 No task except the acquisition of Major Unit Price Work shall represent more than one percent of Original Contract Price for Facility projects and three percent of Original Contract Price for other Projects. Duration of tasks shall not exceed 40 calendar days.
- D. Construction Schedule Submittals shall include:
- 1 Printed bar charts that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software;
 - 2 Activity listings that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software; and
 - 3 A predecessor/successor listings by Activity ID that meets criteria outlined in this Section and is produced by Contractor's scheduling software.
 - 4 Narrative Report that provides the information outlined in this Section.
- E. No payment will be made until Engineer approves Construction Schedule and billing forecast.
- F. If Contractor desires to make changes in this method of operating and scheduling, after Engineer has reviewed original schedule, notify Engineer in writing, stating reasons for changes. When Engineer considers these changes to be significant, Contractor may be required to revise and resubmit for review all or affected portion of Contractor's Construction Schedule to show effect of the Work.
- G. Upon written request from Engineer, revise and submit for review all or any part of Construction Schedule submittal to reflect changed conditions in the Work or deviations made from original schedule.
- H. Updated Construction Schedule with actual start and actual finish dates, percent complete, and remaining duration of each activity shall be submitted monthly. Data date used in updating monthly Construction Schedule shall be the same date as used in monthly Payment Application. Monthly update of Construction Schedule is required for monthly Payment Application to be processed for payment.

SECTION 01325
CONSTRUCTION SCHEDULE – Cont'd

1.04 SCHEDULEING COMPUTER SOFTWARE REQUIREMENTS

- A. Contractor's scheduling software shall be capable of creating bar charts and activity listings, which can be sorted by various fields (i.e. Activity ID, Early Start, Total Float, Area Code, Specification Section number, and Subcontractor). Use software capable of producing logic network diagram.
- B. Use Scheduling software capable of producing activity listings and bar charts with the following information for each activity in the Schedule:
 - 1. Activity ID
 - 2. Activity Description
 - 3. Estimated (Original) Duration
 - 4. Remaining Duration
 - 5. Actual Duration
 - 6. Early Start Date
 - 7. Late Start Date
 - 8. Early Finish Date
 - 9. Late Finish Date
 - 10. Free Float
 - 11. Total Float
 - 12. Activity Codes (Such as Area Code, Work Type, Specification Section, Subcontractor)
- C. Use scheduling software capable of printing calendars using mathematical analysis of schedule, indicating standard workdays of week and scheduled holidays.
- D. Use scheduling software capable of printing activity listings that indicates predecessors and successors, lag factors and lag relationships used in creating logic of the schedule.
- E. Use scheduling software to provide monthly time in Bar Chart format and scale with 12-month scale not to exceed one page width. Bar charts may be printed or plotted on 8-1/2 by 11-inch, 8-1/2 by 14-inch or 11 by 17-inch sheet sizes. Over-size plots are not acceptable.

**SECTION 01325
CONSTRUCTION SCHEDULE – Cont'd**

1.05 NARRATIVE SCHEDULE REPORT

- A. Narrative schedule report shall list activities started this month, activities completed this month, activities continued this month, activities scheduled to start or complete next month, problems encountered this month, and actions taken to solve these problems.
- B. Narrative schedule report shall describe changes made to Construction Schedule logic (i.e. changes in predecessors and lags), activities added to schedule, activities deleted from schedule, any other changes made to the schedule other than addition of actual start dates and actual finish dates and changes of data date and remaining durations for re-calculation mathematical analysis.

PART 2 P R O D U C T S – Not Used

PART 3 E X E C U T I O N – Not Used

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Schedule of Values.
2. Construction Schedules.
3. Shop Drawings, Product Data, and Samples.
4. Operations and Maintenance (O&M) Data.
5. Manufacturer's Certificates.
6. Construction Photographs.
7. Project Record Documents and Monthly Certification.
8. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Submit Shop Drawings, data and samples for related components as required by Specifications and Project Manager.
2. Schedule submittals well in advance of the need for construction products. Allow time for delivery of products after submittal approval.
3. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. Allow a minimum of 30 days for initial review. Project manager will review and return submittals to Contractor as expeditiously as possible but time required for review will vary depending on complexity and quantity of data submitted.
4. Project Manager's review of submittals covers only general conformity to the Drawings, Specifications and dimensions that affect the layout. Contractor is responsible for quantity determination. No quantities will be verified by the

SECTION 01330
SUBMITTAL PROCEDURES – Cont'd

Project Manager. Contractor is responsible for errors, omissions or deviations from the Contract requirements; review of submittals does not relieve Contractor from the obligation to furnish required items according to the Drawings and Specifications.

5. Submit five (5) copies of documents unless otherwise specified.
6. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
7. Assume risk for fabricated product delivered prior to approval. Do not incorporate Products into the Work, or included payments, until approved by Project Manager.

B. Transmittal Form and Numbering:

1. Transmit each submittal to Project Manager with a Transmittal letter which includes:
 - a. Date and submittal number
 - b. Project title and number
 - c. Names of Contractor, Subcontractor, Supplier and Manufacturer
 - d. Identifications of Product being supplied
 - e. Location of where Project is to be installed
 - f. Applicable specification section number.
2. Identify deviations from Contract document clouding submittal drawings. Itemize and detail on separate 8-1/2 by 11 inch sheets entitled "DEVIATIONS FOR _____." When no deviations exist, submit a sheet stating on deviations exist.
3. Have design deviations signed and sealed by an appropriate design professional, registered in the State of Texas.
4. Sequentially number transmittal letters beginning with the number 1. Use original number for re-submittals with an alphabetic suffix (i.e., 2A for first re-submittal of submittal 2 or 15C for third re-submittal of Submittal 15, etc.). Show only one type of work, or product on each submittal. Mixed submittals will not be accepted.
5. Identify variations from requirements of Contract Documents and identify product or system limitations.

SECTION 01330
SUBMITTAL PROCEDURES – Cont'd

C. Contractor's Stamp:

1. Apply Contractor's stamp, certifying that the items have been reviewed in detail by Contractor and that they comply with Contract requirement, except as noted by any requested variances.
2. As a minimum, Contractor's Stamp shall include:
 - a. Contractor's name.
 - b. Job number.
 - c. Submittal number.
 - d. Certification statement that Contractor has reviewed submittal and it is in compliance with the Contract.
 - e. Signature line for Contractor.

D. Submittals will be returned with one of the following responses:

1. "ACKNOWLEDGE RECEIPT" when no response and re-submittals is required.
2. "NO EXCEPTION: when sufficient information has supplied to determine that item described is accepted and that no re-submittals is required.
3. "EXCEPTIONS AS NOTED" when sufficient information has been supplied to determine that item will be acceptable subject to changed, or exceptions, which will be clearly stated. When exceptions require additional changes, the changes must be submitted for approval. Re-submittal is not required when exceptions require no further changes.
4. "REJECTED-RESUBMIT" when submittal does not contain sufficient information, or when information provided does not meet Contract requirements. Additional data or details required by Project Manager must be submitted to obtain approval.

1.03 MANUFACTURER'S CERTIFICATES

- A. When required by Specification sections, submit manufacturers' certificate of compliance for review by Project Manager.
- B. Place Contractor's Stamp on front of certification.
- C. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Product certificates may be recent or from previous test results, but must be acceptable to Project Manager.

SECTION 01330
SUBMITTAL PROCEDURES – Cont'd

1.04 DESIGN MIXES

- A. When specified in Specifications, submit design mixes for review.
- B. Place Contractor's Stamp, as specified in this section, on front page of each design mix.
- C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
- D. Maintain a copy of approved design mixes at mixing plant.

1.05 CHANGES TO CONTRACT

- A. Changes to Contract may be initiated by completing a Request for Information form. Project Manager will provide a response to Contractor by completing the form and returning it to Contractor.
 - 1. If Contractor agrees that the response will result in no increase in cost or time, a Minor Change in the Work will be issued by Project Manager.
 - 2. If Contractor and Project Manager agree that an increase in time or cost is warranted, Project Manager will forward the Request for Proposal for negotiation of a Change Order.

PART 2. PRODUCTS - Not Used

PART 3. EXECUTION - Not Used

END OF SECTION

SECTION 01562
CONSTRUCTION FENCE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for furnishing, installing, maintaining, and removing construction fence.

1.02 MEASUREMENT AND PAYMENT

- A. Measurement and payment for construction fence is on a linear foot basis.

PART 2 PRODUCTS

2.02 FENCE PROPERTIES

- A. Provide construction fence comprised of extruded, high density polypropylene, 4 foot tall minimum and orange in color unless shown otherwise on the Plans. The mesh openings shall be no larger than 3.25 inches by 1.75 inches.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install the construction fence with posts of sufficient size and spacing to insure that the construction fence remains upright throughout its installed length and functions as an effective barrier for the areas designated for protection.
- B. Maintain and repair the construction fence throughout the duration of the project, at no cost to the City, to insure that the barrier continuously performs its intended function.

3.02 REMOVAL AND DISPOSAL

- A. Remove and legally dispose of the construction fence upon completion of the project. Refer to Section 02221 – Removing Existing Pavement Structures, Wood and Demolition Debris.

END OF SECTION

SECTION 02200 MOBILIZATION

PART 1 GENERAL

1.01 SUMMARY

A. Section includes requirements for construction preparation and final site restoration.

1.02 MEASUREMENT AND PAYMENT

A. Measurement and payment for mobilization is on a lump sum basis.

1. Payment of 70 percent of bid amount: When mobilization is complete, including move-in of major equipment, installation of project signs, sanitary facilities and, if required, temporary office and sanitary facilities for Engineer.
2. Payment of 30 percent of bid amount: When clean up of project site is complete, including removal of construction debris, temporary facilities, signs and related project appurtenances.

PART 2 PRODUCTS - Not used

PART 3 EXECUTION

3.1 GENERAL

- A. Protect items designated for preservation from abuse, marring or damage during construction operations.
- B. Maintain access and drainage continuously for duration of the project.
- C. Remove structures, abandoned utility lines and related obstructions to a depth of 2 feet below the finished grade.
- D. Collect tires, batteries, paint cans, oil cans and related debris items on the right-of-way in a location approved by the Engineer, for disposal by others.
- E. When Work is finished, remove existing signs and reinstall in an approved location when directed by the Engineer.

- F. Remove structures, outfall pipes, drainage facilities and other items that may interfere with the construction work or as designated on the Plans.
- G. Maintain all-weather access to adjacent facilities that have driveways.
- H. Establish and maintain access to the site.
- I. Clean up the site.
- J. Install, remove, relocate, replace and reinstall fences, barricades or barriers required to secure the site.
- K. Secure the site as necessary to perform the Work.

3.2 ABANDONED UTILITY LINES

- A. Remove abandoned utility lines that may interfere with the construction work or as designated on the Plans.
- B. Notify the utility owner prior to work on such abandoned lines.
- C. Plug and abandon utility lines left in place as approved by the Engineer.

3.3 ENCROACHMENTS

- A. Remove encroachments into City of Dickinson right-of-way that interfere with the construction work or as designated on the Plans.
- B. Coordinate with property owners at least 24 hours prior to any work on such encroachments.
- C. Place the removed encroachment neatly on the adjacent property.

3.4 PROJECT SIGNS

- A. Refer to construction plans.

END OF SECTION

Section 02631
STORM SEWERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. New storm sewers and appurtenances, modifications to existing storm sewer system and installation of roadside ditch culverts.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

- 1 Payment for storm sewers, including elliptical or box, installed by open-cut, augered with or without casing, or tunneling is on linear foot basis. Measurement for storm sewers and roadside ditch culverts will be taken along center line of pipe from center line to center line of manholes or from end to end of culverts. Payment will be made for each linear foot installed complete in place, including connections to existing manholes and inlets.
- 2 Payment for storm sewer leads, including elliptical leads, is on a linear foot basis.
- 3 Payment for corrugated metal pipe storm sewer outfall, including timber bents, is on a linear foot basis.

- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.

1.03 SUBMITTALS

- A. Conform to requirements of Section 01330 -Submittal Procedures.
- B. Submit manufacturer's literature for product specifications and installation instructions.
- C. Submit proposed methods, equipment, materials, and sequence of operations for sewer construction. Plan operations to minimize disruption of utilities to occupied facilities or adjacent property.

1.04 QUALITY ASSURANCE

- A. The Condition for acceptance shall be watertight storm sewer that is watertight both in pipe-to-pipe joints and in pipe-to-manhole connections.
- B. Provide manufacturer's certification to Specifications.

**SECTION 02631
STORM SEWERS – Cont'd**

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's recommendations.
- B. Handle pipe, fittings, and accessories carefully with approved handling devices. Do not drop or roll pipe off trucks or trailers. Do not use Materials cracked, gouged, chipped, dented, or otherwise damaged shall not be use materials for installation.
- C. Store pipe and fittings on heavy timbers or platforms to avoid contact with ground.
- D. Unload pipe, fittings, and appurtenances as close as practical to location of installation to avoid unnecessary handling.
- E. Keep interiors of pipe and fittings free of dirt and foreign matter.
- F. Store PVC pipe out of direct sunlight.

PART 2 PRODUCTS

2.01 PIPE

- A. Provide piping materials for storm sewers shall be of sizes and types specified unless otherwise indicated on Drawings.
- B. In diameters where material alternatives are available, provide pipe from single manufacturer for each pipe diameter, unless otherwise approved by Project Manager or otherwise shown on Drawings.
- C. Existing pipe that has been removed during construction cannot be reused.

2.02 PIPE MATERIAL SCHEDULE

- A. Storm Sewer Pipe: Use pipe materials that conforming to requirements specified in one or more of the following Sections as shown on the Drawings.
 - 1. Section 02611 -Reinforced Concrete Pipe.
- B. Driveway Culvert Pipe for Streets with Open Ditches: Use pipe materials conforming to requirements specified in one or more of the following Sections as shown on the Drawings.
 - 1. Section 02611 -Reinforced Concrete Pipe.

**SECTION 02631
STORM SEWERS – Cont'd**

- C. Provide pipe meeting minimum class, dimension ratio, or other criteria indicated.
- D. Pipe materials other than those listed above shall not be used for storm sewers

2.03 BEDDING, BACKFILL, AND TOPSOIL MATERIAL

- A. Bedding and Backfill Material: Conform to requirements of Sections 02317 -Excavation and Backfill for Utilities, Section 02320 -Utility Backfill Material, and Section 2321 – Cement Stabilized Sand, and 02322 – Flowable Fill.
- B. Topsoil: Conform to requirements of Section 02911 -Topsoil.

PART 3 EXECUTION

3.01 PREPARATION

- A. Prepare traffic control plans and set up street detours and barricades in preparation for excavation when construction will affects traffic. Conform to requirements of Section 01555 Traffic Control and Regulation.
- B. Provide barricades, flashing warning lights, and signs for excavations. Conform to requirements of Section 01555 -Traffic Control and Regulation. Maintain barricades and warning lights for streets and intersections while Work is in progress or where traffic is affected by Work.
- C. Immediately notify agency or company owning utility lines which are damaged, broken, or disturbed. Obtain approval from Project Manager and agency for repairs or relocations, either temporary or permanent.
- D. Remove old pavements and structures, including sidewalks and driveways in accordance with requirements of Section 105.
- E. Install and operate dewatering and surface water control measures in accordance with Section 01578 - Control of Ground Water and Surface Water.

3.02 EXCAVATION

- A. Earthwork. Conform to requirements of Section 02317 -Excavation and Backfill for Utilities. Use bedding as indicated on Drawings.
- B. Line and Grade. Establish required uniform line and grade trench from benchmarks identified by Project Manager. Maintain this control for minimum of 100 feet behind and ahead of pipe-laying operation. Use laser beam equipment to establish and maintain proper line and grade of Work. Or use appropriately sized grade boards which are substantially supported.

SECTION 02631
STORM SEWERS – Cont'd

- C. Trench Excavation. Excavate pipe trenches to level as indicated on Standard Details. Backfill excavation with specified bedding material to level of lower one-third of pipe barrel. Tamp and compact backfill to provide bedding at indicated grade. Form bedding foundation to minimum depth of one-eighth of pipe diameter, but not less than 12 inches.

3.03 PIPE INSTALLATION

- A. Install in accordance with pipe manufacturer's recommendations and as specified in this section.
- B. Install pipe only after excavation is completed, bottom of trench is shaped, bedding material is installed, and trench has been approved by Project Manager.
- C. Install pipe to line and grade indicated on Drawings. Place pipe so that it has continuous bearing of barrel on bedding material with no voids, and is laid in trench so interior surfaces of pipe follows grades and alignments indicated.
- D. Install pipe with bells of pipe facing upstream of anticipated flow.
- E. Form concentric joint with each section of adjoining pipe to prevent offsets.
- F. Place and drive home newly laid sections with a sling or come-a-long winches to eliminate damage to sections. Unless otherwise approved by Project Manager, provide end protection to prevent damage while using back hoes or similar powered equipment to drive home newly laid sections.
- G. Keep interior of pipe clean as installation progresses. H Keep excavations free of water during construction and until final inspection.
- I. When work is not in progress, cover exposed ends of pipes with pipe plug specifically designed to prevent foreign material from entering pipe.
- J. For PVC Pipe:
 - 1 Provide a minimum cover as per City Standard detail from top of pavement to top of pipe, but no less than 2 feet.
 - 2 Accomplish transitions to different material of pipe in a manhole or inlet box. No adapter, coupling for dissimilar pipe, or saddle connections allowed.
 - 3 Provide pipe sections in standard lengths with minimum length of 13 feet. Pipe may be field modified to shorten length no less than 4 feet, unless otherwise approved by Project Manager. Field modify pipe per manufacturer's recommendations.

**SECTION 02631
STORM SEWERS – Cont'd**

- 4 No beveling at joint allowed. Cut to be perpendicular to longitudinal axis.
- 5 Provide gasketed bell and spigot joints installed per manufacturer's recommendations. Gasketed pipe joints; clean and free of debris, show no leakage after installation.

3.04 PIPE INSTALLATION OTHER THAN OPEN CUT

- A. Not allowed for plastic sewer pipe.

3.05 INSTALLATION OF APPURTENANCES

- A. Construct manholes to conform to requirements of Sections 02081 -Cast-in-place Concrete Manholes, Section 02082 -Precast Concrete Manholes, and Section 2087 - Brick Manholes for Storm Sewers. Install frames, grate rings, and covers to conform to requirements of Section 02084 Frames, Grates, Rings, and Covers.
- B. Install PVC pipe culverts with approved end treatments. Approved end treatments include concrete headwalls, wingwalls and collars. Refer to City Standards detail for end treatment requirements.
- C. Install HDPE pipe culverts with approved end treatments. Approved end treatments include concrete headwalls, wingwalls and collars. Refer to City Standards detail for end treatment requirements.
- D. Install inlets, headwalls, and wingwalls to conform to requirements of Section 02632 - Cast-in-place Inlets, Headwalls, and Wingwalls and Section 02633 -Precast Concrete Inlets, Headwalls, and Wingwalls.
- E. Rehabilitate existing manholes to conform to requirements of Section 02555 – Manhole Rehabilitation. Adjust manhole covers and inlets to grade conforming to requirements of Section 02086 -Adjusting Manholes, Inlets, and Valve Boxes to Grade.
- F. Dimension for Type C and Type E manholes shall be as shown on Drawings.

3.06 INSPECTION AND TESTING – NOT USED

3.07 BACKFILL AND SITE CLEANUP

- A. Backfill trench after pipe installation is inspected and approved by Project Manager.
- B. Backfill and compact soil in accordance with Section 02317 -Excavation and Backfill for Utilities.

**SECTION 02631
STORM SEWERS – Cont'd**

- C. Repair and replace removed or damaged pavement and sidewalks as specified in Section 02951 - Pavement Repair and Restoration.

- D. In unpaved areas, grade surface as uniform slope to natural grade as indicated on Drawings. Provide minimum of 4 inches of topsoil and seed according to requirements of Section 02922 -Sodding, as required.

END OF SECTION

SECTION 02922
SOD

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes requirements for Bermudagrass or St. Augustinegrass sod and staples.

1.02 MEASUREMENT AND PAYMENT

- A. Measurement and payment for sodding is on a square yard basis.

1.03 SUBMITTALS

- A. Submit letter from sod grower attesting that sod is Bermudagrass or "Raleigh" St. Augustinegrass.

PART 2 PRODUCTS

2.01 SOD

- A. Provide live, growing Bermudagrass or "Raleigh" St. Augustinegrass sod, as required by the Engineer.
- B. Provide dark green sod with a healthy vigorous system of dense, thickly matted roots throughout the soil of the sod for a minimum depth of 1 inch (+/- 1/4 inch), excluding top growth and thatch.
- C. Provide sod that contains no more than 5 percent noxious weeds and other crop and weed contaminants.
- D. Provide sod free of diseases and harmful insects.
- E. Cut sod in uniform panels or rolls. Broken panels or panels or rolls with torn or uneven ends will not be accepted.
- F. Sod panels shall be strong enough to support their own weight and retain size and shape when suspended vertically from a firm grasp on the upper 10 percent of the panel.

SECTION 02922
SOD

- G. Harvest, deliver and install sod within a 36-hour period. Sod not planted within this time period must be inspected and approved by the Engineer prior to installation.
- H. Sod that has been allowed to dry out by exposure to the sun and air is unacceptable and will be considered nonconforming.

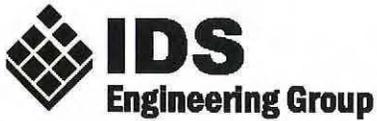
2.02 STAPLES

- A. Provide 6 inch x 1 inch x 6 inch, 11 gauge steel "u" staples.

PART 3 EXECUTION — Not used

END OF SECTION

DIVIDER PAGE



EMAIL NOTIFICATION

NUMBER OF PAGES: 4

This transmission notifies prospective bidders that an addendum has been issued on the project named below. If you received this email in error, immediately call IDS Engineering Group. If you are a prospective bidder but did not receive all pages or found pages illegible, contact IDS Engineering Group by telephone. If the transmission is received in order, **please sign below in the appropriate place and return this page by email as confirmation.**

IDS ENGINEERING GROUP TELEPHONE 713.462.3178

IDS ENGINEERING GROUP CONSTRUCTION DEPT. CONFIRMATION:
email: jwright@idseg.com

Obtain Addendum from IDS Engineering Group at 13430 Northwest Freeway, Suite 700, Houston, Texas 77040 or www.CivCastUSA.com

ADDENDUM NO. 1

Date of Addendum: February 1, 2016

PROJECT NAME: Bayou Chantilly Outfall Repair, City of Dickinson; Galveston County, Texas

JOB NO: 1601-03 / 1841-004-08, Contract No. 1

BID DATE: **February 3, 2016 (Wednesday);** The bid time is 10:00 a.m.

FROM: Richard A. Fuller, P.E.
IDS Engineering Group
TBPE F-002726 TBPLS 10110700
13430 Northwest Freeway, Suite 700
Houston, Texas 77040



[Handwritten Signature]
(Engineer's Signature)

2/1/16
(Date)

Please direct all questions to www.CivCastUSA.com

CONFIRMATION: _____
OF EMAIL (Name) (Company) (Date)

PROJECT NAME: Bayou Chantilly Outfall Repair, City of Dickinson; Galveston County, Texas

JOB NO: 1601-03 / 1841-004-08, Contract No. 1

ADDENDUM INSTRUCTIONS

This Addendum forms a part of the Contract Documents. Please initial the last page of the Bid Sheet to acknowledge receipt of this Addendum.

Item No. 1: INVITATION TO BID

The paragraph regarding performance and payment bonds is clarified by the paragraph below:

A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for 100% of the contract price.

Item No. 2 TECHNICAL SPECIFICATIONS

All pages of Specification No. 02922 – Sod have been revised and replaced to include references to El Toro Zoysia in the attached pages marked Addendum No. 1.

END OF ADDENDUM NO. 1

**SECTION 02922
SOD**

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes requirements for Bermuda grass, "Raleigh" St. Augustine grass or El Toro Zoysia sod and staples.

1.02 MEASUREMENT AND PAYMENT

- A. Measurement and payment for sodding and the requested staples is on a square yard basis.

1.03 SUBMITTALS

- A. Submit letter from sod grower attesting that sod is Bermuda grass, "Raleigh" St. Augustine grass or El Toro Zoysia sodding (where specified in plans and/or contract documents).

PART 2 PRODUCTS

2.01 SOD

- A. Provide live, growing Bermuda grass, "Raleigh" St. Augustine grass or El Toro Zoysia sodding, as required by the Engineer.
- B. For Bermuda grass or "Raleigh" St. Augustine grass, provide dark green sod with a healthy vigorous system of dense, thickly matted roots throughout the soil of the sod for a minimum depth of 1 inch (+/- 1/4 inch), excluding top growth and thatch. For El Toro Zoysia, provide light to medium green sod with medium to coarse textured blades.
- C. Provide sod that contains no more than 5 percent noxious weeds and other crop and weed contaminants.
- D. Provide sod free of diseases and harmful insects.
- E. Cut sod in uniform panels or rolls. Broken panels or panels or rolls with torn or uneven ends will not be accepted.
- F. Sod panels shall be strong enough to support their own weight and retain size and shape when suspended vertically from a firm grasp on the upper 10 percent of the panel.

**SECTION 02922
SOD**

- G. Harvest, deliver and install sod within a 36-hour period. Sod not planted within this time period must be inspected and approved by the Engineer prior to installation.
- H. Sod that has been allowed to dry out by exposure to the sun and air is unacceptable and will be considered nonconforming.

2.02 STAPLES

- A. Provide 6-inch x 1-inch x 6-inch, 11-gauge steel "u" staples.

PART 3 EXECUTION — Not used

END OF SECTION

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE March 8, 2016

TOPIC:	<p>RESOLUTION NUMBER XXX-2016</p> <p>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AUTHORIZING AND APPROVING THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS FOR THE DEVELOPMENT OF A RETAIL TRADE CENTER; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.</p>
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BACKGROUND:	<p>On March 7, 2016, Dickinson Economic Development Corporation ("DEDC") held a public hearing and designated the the development of a retail trade center as a project of the DEDC.</p> <p>In order to proceed with this project, DEDC respectfully requests the City Council's approval of the project.</p> <p>This is the first of two readings of this Resolution.</p>
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RECOMMENDATION:	Staff recommends approval of the Resolution.
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ATTACHMENTS:	<ul style="list-style-type: none"> • Resolution Number XXX-2016
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FUNDING ISSUES	<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Not budgeted <input type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.# - -
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SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Julie M. Robinson, City Administrator	

ACTIONS TAKEN

APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER
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RESOLUTION NUMBER XXX-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AUTHORIZING AND APPROVING THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS FOR THE DEVELOPMENT OF A RETAIL TRADE CENTER; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the Dickinson Economic Development Corporation (the "DEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City of Dickinson (the "City"); and

WHEREAS, the Board of Directors of the DEDC has adopted as a specific project the development of a retail trade center including land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that will promote or develop new or expanded business development; and

WHEREAS, pursuant to the Act, the DEDC may not expend funds for such project without the approval of Dickinson City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development in the City of Dickinson and the entire region and is in the best interests of the citizenry.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Dickinson Economic Development Corporation, as a specific project for the economic development of the City, the development of a retail trade center including land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that will promote or develop new or expanded business development.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Dickinson, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This Resolution shall become effective upon its passage.

DULY PASSED AND APPROVED on first reading on this the _____ day of March, 2016.

DULY PASSED, APPROVED, AND RESOLVED on second reading on this the _____ day of March, 2016.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Carolyn E. Anderson, City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

David W. Olson, City Attorney
City of Dickinson, Texas

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE March 8, 2016

TOPIC	<p>RESOLUTION NUMBER XXX-2016</p> <p>A RESOLUTION OF THE CITY OF DICKINSON, TEXAS, DECLARING CANDIDATES FOR COUNCIL MEMBER POSITION NUMBERS 2, 4 AND 6 UNOPPOSED; AND DECLARING CANDIDATES FOR COUNCIL MEMBER POSITION NUMBERS 2, 4, AND 6 ELECTED; PROVIDING FOR THE CANCELLATION OF THE MAY 7, 2016, GENERAL ELECTION; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY, A REPEALER CLAUSE AND AN EFFECTIVE DATE.</p>
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BACKGROUND	<p>The Texas Election Code allows for the cancellation of a scheduled General Election when there are no opposed candidates or propositions on the ballot. This is done by resolution which cancels the election and declares the unopposed candidates elected. The names of the candidates will be listed on the ballot for the General Election, but they will not be voted on and there will be a statement that reads "Unopposed candidates declared elected."</p> <p>No applications to run for any of the positions were received by the City. Therefore, the incumbent candidates for Council Member Position Numbers 2, 4, and 6 may be declared to be unopposed and elected and the General Election may be canceled.</p>
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RECOMMENDATION	Staff recommends approval of the Resolution.
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ATTACHMENTS	<ul style="list-style-type: none"> • Resolution Number XXX-2016 • Certification by City Secretary of Unopposed Candidates
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FUNDING ISSUES	<input checked="" type="checkbox"/> None <input type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.# - -
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SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Carolyn E. Anderson, City Secretary	

ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED X 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

RESOLUTION NUMBER XXX-2016

A RESOLUTION OF THE CITY OF DICKINSON, TEXAS, DECLARING CANDIDATES FOR COUNCIL MEMBER POSITION NUMBERS 2, 4 AND 6 UNOPPOSED; AND DECLARING CANDIDATES FOR COUNCIL MEMBER POSITION NUMBERS 2, 4, AND 6 ELECTED; PROVIDING FOR THE CANCELLATION OF THE MAY 7, 2016, GENERAL ELECTION; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY, A REPEALER CLAUSE AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, pursuant to City of Dickinson, Texas, Resolution Number 1498-2016, passed, approved, and adopted on January 26, 2016, a general municipal officers' election was ordered to be held on May 7, 2016, for the purpose of electing the Mayor and Council Members for Position Numbers 2, 4, and 6; and

WHEREAS, pursuant to said Resolution Number 1498-2016 and Sections 143.007 and 146.054 of the TEXAS ELECTION CODE, the deadline for filing applications for a place on the ballot and declaration of write-in candidacy for the City's municipal officers' election has expired; and

WHEREAS, the City Secretary, in accordance with Section 2.052, TEXAS ELECTION CODE, has certified to the City Council in writing that Bruce Henderson is unopposed for election to the office of Council Member Position No. 2; Wally Deats is unopposed for election to the office of Council Member Position No. 4; and William H. King, III is unopposed for election to the office of Council Member Position No. 6. A copy of the Certification of Unopposed Candidates labeled Exhibit "A" is attached hereto and made a part hereof; and

WHEREAS, the City Council hereby finds and determines that each candidate whose names are to appear on the ballot in said election are unopposed; and that no proposition is to appear on the ballot for such election; and,

WHEREAS, the City Council hereby finds that the May 7, 2016, General Election should be cancelled.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. In accordance with Section 2.053, TEXAS ELECTION CODE, the following unopposed candidates are hereby declared duly elected to the respective offices shown and shall be issued a certification of election following the date the election was to have been held in accordance with the Texas Election Code:

Bruce Henderson – Council Member Position No. 2
Wally Deats – Council Member Position No. 4
William H. King, III – Council Member Position No. 6

Section 3. Pursuant to Section 2.053(b), TEXAS ELECTION CODE, the general municipal officers' election heretofore called and ordered by the City of Dickinson, Texas, by Resolution Number 1498-2016, for the 7th day of May, 2016, shall not be held and is hereby cancelled.

Section 4. The City Secretary is hereby directed to cause a copy of this Resolution to be posted on Election Day, May 7, 2016, at the polling places that would have been used in such election.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Dickinson, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

DULY PASSED, APPROVED AND ADOPTED this the 8th day of March, 2016.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

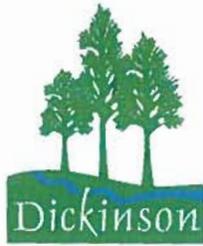
Carolyn E. Anderson, City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

David W. Olson, City Attorney
City of Dickinson, Texas

DIVIDER PAGE

"EXHIBIT A"



TO: Mayor and City Council

CC: Julie M. Robinson, City Administrator

FROM: Carolyn E. Anderson, City Secretary

DATE: February 26, 2016

SUBJECT: Certification of Unopposed Status of City Council Election

As of Tuesday, February 26, 2016, at 5:00 p.m. the following candidates have filed for a position in the Dickinson City Council Election to be held May 7, 2016:

Position Number 2:

Bruce Henderson

Position Number 4:

Wally Deats

Position Number 6:

William H. King, III

I hereby certify that there is only one candidate's name to be placed on the ballot, and there are no write-in candidates' names to be placed on a list of write-in candidates for any officer under applicable law.

This is submitted to City Council for their consideration in cancelling the General Election called for May 7, 2016, pursuant to Section 2.052 of the Texas Election Code. Staff is in the process of preparing a resolution declaring the candidates elected and cancelling the election.

Please contact my office if you have any questions in this matter.

Carolyn E. Anderson

City Secretary



**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE March 8, 2016

TOPIC:	Establishment Of And Appointment Of Committee Members To An Animal Services Advisory Committee.
---------------	---

BACKGROUND:	<p>Section 823.005 of the Texas Health and Safety Code requires the governing body of a municipality in which an animal shelter is located to appoint an advisory committee to assist in complying with the State requirements of its animal shelter. Such advisory committee must include at least one county or municipal official, one licensed veterinarian, one person whose duties include the daily operations of an animal shelter, and one representative from an animal welfare organization. While only one official is required, staff recommends appointing one official from each of the participating cities (Dickinson, Clear Lake Shores and Santa Fe) to ensure equal representation.</p> <p>The purpose of the Committee is to review and recommend procedures for the care and maintenance of animal shelter facilities and impounded animals to insure compliance with state law, and to periodically review the city animal control ordinances and make recommendations for revisions. State law requires that the Committee meet at least three (3) times each year.</p>
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RECOMMENDATION:	<p>Establish an Animal Services Advisory Committee and appoint the following members for a one-year term expiring March 31, 2017:</p> <p>Municipal officials: Stephanie Russell, City of Dickinson; Pamela Wood, City of Santa Fe; Official for the City of Clear Lake Shores (waiting on name – staff will provide recommendation at meeting)</p> <p>Licensed veterinarian: Cindy Marcum Moore, MS, DVM, Sea Paws Veterinary Services</p> <p>Person whose duties include the daily operations of an animal shelter: Melvin Trover, Shelter Manager (chair)</p> <p>Animal welfare organization representative: Michael Franklin, Save Rescue Coalition</p>
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ATTACHMENTS:	<ul style="list-style-type: none"> • None.
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FUNDING ISSUES	<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Not budgeted <input type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.# - -
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SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Julie M. Robinson, City Administrator	

ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

EXECUTIVE SESSION

RECESS TIME: _____

RECONVENE

TIME: _____

ADJOURN

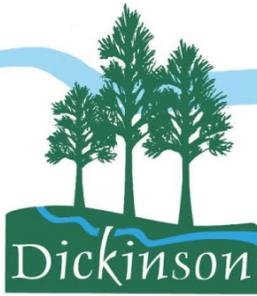
TIME: _____

MOTION: _____

SECOND: _____

VOTE _____

STAFF REPORTS



MEMORANDUM

TO: Honorable Mayor and Council Members

FROM: Stephanie Russell, Administrative Services Manager *sm*

CC: Julie M. Robinson, City Administrator

DATE: March 2, 2016

SUBJECT: Administrative Services Staff Report – February 2016

NEW PROJECTS

Distribution of 2015 IRS forms – During the month of February, Administrative Services staff produced and furnished 1099 form statements to applicable vendors and W2 and 1095 (new for 2015) forms to applicable employees.

Health Checkups – Administrative Services staff coordinated and marketed Health Screenings for full-time employees. The Health Checkups will let employees know their health status related to diabetes, heart disease and stroke using lab-accurate results that are produced in minutes.

Fair Housing Fair – On Saturday, February 20, 2016, the City and the Dickinson Fair Housing Work Group held the annual Housing Family Fair from 10:00 a.m. to 1:00 p.m. at Mt. Carmel Missionary Baptist Church in Dickinson. The Fair was designed to attract first time home buyers and be a one-stop shop for those interested in learning about the resources available to potential homebuyers. Local organizations, mortgage companies, and real estate experts were on hand to discuss credit counseling programs, home maintenance and home safety tips, home lending and first time homebuyer assistance programs. For the first time, at least one mortgage company was pre-qualifying attendees on site which proved to be very popular and successful. The 2016 event was well received with over 130 attendees.

Training Events – City Secretary Carolyn Anderson attended the Salt Grass Chapter Meeting on February 10, 2016 in Missouri City. The guest speaker for the meeting was Mr. Franklin with Franklin Legal.

On Friday, February 12, 2016 City Attorney David Olson and City Administrator Julie Robinson led training for staff regarding the new Manufactured Housing regulations.

Administrative Services Manager Stephanie Russell, City Administrator Julie Robinson, Management Assistant Alun Thomas, and City Secretary Carolyn Anderson, along with several other staff members across several departments, participated in the first two parts of a six part series webinar through ICMA entitled "Effective Supervisory Practices."

Transparency Stars program – The Texas Comptroller of Public Accounts has announced a new program, Transparency Stars, that recognizes local governments that go above and beyond in their transparency efforts. To begin the process of establishing the City's eligibility, staff will be adding reader-friendly financial data to the City's website.

ONGOING/COMPLETED PROJECTS

Animal Services – City Administrator Julie Robinson and Administrative Services Manager Stephanie Russell continued to work with the Cities of Santa Fe and Clear Lake Shores to address issues related to Animal Services in February. Mrs. Robinson and City Attorney David Olson continued to work through the process of terminating the agreement with Texas Animal Control Solutions and formalizing Bayou Animal Services. As part of this process, the name "Bayou Animal Services" was reserved with the State Comptroller in January. Additionally, Council approved resolutions towards the creation of Bayou Animal Services as a Local Government Corporation during the February 23, 2016 Council meeting. Until Bayou Animal Services is formalized, all finances are currently being centralized through the City of Dickinson. An Interlocal Agreement for backup sheltering with the City of Alvin has been approved by all of the cities involved. In February, staff began drafting interim Interlocal Agreements for animal control services and sheltering between the cities of Clear Lake Shores and Santa Fe as well as establishment and appointment of an Animal Advisory Committee for Council Consideration in March. Mrs. Robinson continues to work with Patrick Restivo on a lease for the facility at 3811 Dickinson Avenue that will run from March through September of 2016 to allow for the continued use of that facility for the animal shelter and to house Bayou Animal Services. This agreement is anticipated to come before Council for approval in March. During that time, the Cities and Mr. Restivo will be negotiating a long-term agreement. During the month of February, Bayou Animal Services responded to 61 Calls for Service and 63 impoundments for the City of Dickinson. Additionally, the shelter had 55 adoptions and 6 euthanasias.

Asset Management Program – Management Assistant Alun Thomas has completed the asset inventory for the Fire Marshal's Office and will complete the asset inventory for Community Development in March. The City-wide inventory for the Asset Management Program is scheduled to be completed by the end of August 2016.

Capital Improvement Program – The draft Capital Improvement Program (CIP) was reviewed with Council during the October 27, 2015 Workshop Meeting. Revisions to the CIP were made in January and the 2016 CIP was approved by Council February 9, 2016.

Comprehensive Plan – City Administrator Julie Robinson and Director of Community Development Zachary Meadows continue to work with the Texas Target Cities Program (“TTC”) on the City’s Comprehensive Plan. The Economic Development Chapter was approved by Council on January 12, 2016. The Introduction and Housing Chapters were approved by Council on February 9, 2016. The Draft Transportation Chapter was reviewed with Council during the February 23, 2016 workshop and the content of the Chapter was finalized. The Proposed Future Thoroughfare Plan will be workshopped with the Council on March 8. Once finalized, the Proposed Future Thoroughfare Plan will be incorporated into the Transportation Chapter, and the complete Chapter brought forward to Council for approval. The next Chapter to be reviewed will be Community Facilities and Services.

Drainage Utility Billing Implementation – Management Assistant Alun Thomas has completed the process of comparing and updating billing records so that property owners will receive all future bills. As part of that process, Mr. Thomas reviewed the outstanding accounts to determine which were sent to tenants or former owners instead of current property owners, and those outstanding accounts will be billed to the property owners. City Administrator Julie Robinson worked with Mark Ciavaglia, Partner with Linebarger, Goggan, Blair & Sampson, to develop a collection process for outstanding accounts, and Mr. Ciavaglia made a presentation to the Council on January 26, 2016, outlining the proposed process. Council directed staff to proceed with the collection process as outlined and requested that recommendations for changes to the City’s ordinances be brought forward at a later Council meeting. Any outstanding accounts that have been billed properly to property owners went into collection, as discussed with the Council, on January 26, 2016. Mr. Thomas has been working to make software changes in the myGov system that will allow account holders to search for their bill by address and provide a line item for donations to the Dickinson Volunteer Fire Department and EMS as was previously on the water bill. It is possible that a new billing software will need to be utilized that provides more customization options.

Economic Development Projects – City Administrator Julie Robinson and Economic Development Coordinator Angela Forbes have been working with a number of businesses looking to locate and/or relocate in Dickinson. In December of 2015, Dickinson Economic Development Corporation adopted a project for the reimbursement of \$107,000.00 related to bulkheading and construction of a boardwalk area that is part of the new Marais Restaurant owned by Keith and Holly Lilley. Mrs. Robinson drafted the Economic Development Grant Agreement for this project, and it was approved by the DEDC Board Monday, February 8. Additionally, the Council approved the project in

Additionally, the Dickinson Economic Development Corporation held a joint Executive Session with Council on February 1, 2016, to discuss a potential project.

Emergency Management – During the month of February, Administrative Services Manager Stephanie Russell made revisions to the Resource Management and Human Services annexes of the City's Emergency Management Plan Annexes.

Public Information Requests – During the month of January, City Secretary Carolyn Anderson processed 36 Public Information Requests. Additionally, Ms. Anderson reviewed the requests that are consistently requested on a monthly basis and added them on the City's website for ease of access: <http://www.ci.dickinson.tx.us/567/Monthly-Building-Reports>

Records Management – Ms. Anderson worked with the staff of Dickinson Economic Development Corporation to define their records management process, documentation and destruction of records.

Street Prioritization Program – Council provided direction on a quote for a Pavement Management Assessment during the February 9, 2016 meeting. Since then, staff has worked with the consultant to confirm the number linear feet included in the quote, ultimately bringing down the cost. A formal contract will be executed in March.

Transition of Solid Waste Services – Mrs. Robinson and Mr. Thomas have met with Republic Services on several occasions to discuss issues that the company is having collecting charges due on past due accounts. Currently, Republic Services has over 900 customers within the city limits that have never paid a single Republic Services bill. Republic Services will send notices of service interruption on a one-route-per-week basis for each of the four routes that service the city. The first notices were mailed on February 26, 2016, with services being terminated to those accounts effective Monday, February 29, 2016. The City is coordinating with Republic Services' efforts to address code violations that result from termination of trash service.

TxDOT I-45 Project – In February, City Administrator Julie Robinson was advised by a land owner along I-45 that the project had changed in some way, but they were unsure as to exactly what change has been made. Mrs. Robinson has contacted TxDOT to find out what, if any, changes have been made to the project but has yet to hear back. As soon as she receives information, Mrs. Robinson will advise the Council.

TWIA Lawsuit – City Administrator Julie Robinson met with the City's attorneys on Monday, January 25, 2016, concerning several Motions to Compel the production of documents filed by TWIA against the City and for which responses are due by Friday, February 5, 2016. Following that meeting, Mrs. Robinson and City staff across all departments spent the next two weeks identifying, reviewing, and copying any responsive documents, including electronic documents and emails from current and former employees. Mrs. Robinson then met with the City's attorneys on Monday,

February 1, 2016, to go through the documents that were located and determine if any additional documents were needed and to prepare for her deposition. Mrs. Robinson met again with the City's attorneys on February 15 to continue preparing for her deposition, and her deposition was taken on Friday, February 19, 2016. Additionally, several City employees were noticed for depositions during the week of February 29, and those employees met with the City's attorneys to prepare for their respective depositions during the weeks of February 22 and February 29. The City's lawsuit is currently set for trial in the first two weeks of September of 2016.

Year End Closing – The City's auditors were onsite the last week of February to conduct the final audit for FY2014-2015. Staff continues to work with the auditors to close the fiscal year and develop the Comprehensive Annual Financial Report (CAFR).



Irma Rivera

4403 HWY 3 Dickinson, Texas 77539

(281) 337-6264 (281) 337-6190 fax

www.ci.dickinson.tx.us

irivera@ci.dickinson.tx.us

To: Honorable Mayor and City Council
From: Irma Rivera, Court Administrator
CC: Julie Robinson
Date: 3/3/2016
Re: Staff Report for February 2016

Court calendar for March 2016 as follows:

March 2nd and 9th, Arraignment Hearing @ 2:00 p.m.
March 14th Attorney Pre-Trial Hearing @ 1:00 p.m.
March 21nd Non-Att. & Juvenile Hearing @ 2:00 p.m.
March 23rd Bench Trial Hearing @ 3:00 p.m.

- 2016 Warrant Round is well underway. The court has suspended warrants from being served from February 19th through the 4th of March, giving defendants the opportunity to address the court about their outstanding warrants without the fear of being arrested. Linebarger, Goggan, Blair & Sampson notified the court that over 1,071 letters were sent out regarding the Warrant Round Up. The Dickinson Municipal Court also sent out over 225 letters and e-mailed over 75 individuals about the WRU. To date 112 warrants have been served. The court has gathered updated information on 23 defendants that have called to inquire about options they have for their warrants.

**2014 Dickinson Municipal Court
Filed Cases**

2016 DICKINSON MUNICIPAL COURT ACTIVITY REPORT

CASES FILED	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total	2015 Total	2014 Total
Police Department	392	520											912	4,788	4,999
Municipal Court	35	39											74	830	697
Code Enforcement	1	2											3	11	22
Fire Marshal	1	1											2	35	18
Animal Control														17	48
Transferred Out														0	48
Reserve Officer														0	0
Texas Department of Public Safety	19	5											24	72	29
TOTAL FILED VIOLATIONS	448	567	0	0	0	0	0	0	0	0	0	0	1,015	5,753	5,861

WARRANTS ISSUED														2015 Total	2014 Total	
Police Department	99	156												255	2,069	1,479
Municipal Court	55	71												126	1,175	930
Code Enforcement	0													0	4	5
Fire Marshal	0													0	5	3
Animal Control	0													0	21	30
Transferred Out	5	4												9	85	194
Reserve Officer															0	3
Texas Department of Public Safety	4	2												6	36	13
TOTAL WARRANTS ISSUED	163	233	0	396	3,395	2,657										

WARRANTS CLEARED														2015 Total	2014 Total	
Police Department	105	137												242	1,596	1,181
Municipal Court	81	92												173	1,066	899
Fire Marshal	0													0	2	5
Code Enforcement	0													0	3	8
Animal Control	0	0												0	24	74
Transferred Out	18	32												50	292	477
Reserve Officer	1	0												1	0	9
Texas Department of Public Safety	0	1												1	28	21
TOTAL WARRANTS CLEARED	205	262	0	467	3,011	2,674										



**Derek Hunt
EMS Director**

4403 Hwy 3, Dickinson, TX 77539
(281) 534-3031 ext.3102 (281) 534-3680 fax
www.ci.dickinson.tx.us
Email: dhunt@ci.dickinson.tx.us

TO: Honorable Mayor and City Council Members
FROM: Derek Hunt, EMS Director
DATE: March 1, 2016
SUBJECT: Monthly Report for February 2016

Monthly Overview:

- Staff attended monthly dispatch meeting
- Staff attended Clinical Excellence-Cardiovascular Performance Improvement Committee meeting at Mainland Medical Center
- Staff attended Gathering of Eagles Conference in Dallas
- Staff attended City Sponsored Housing Fair
- Staff attended Trauma Outcomes Meeting at Clear Lake Regional Hospital
- Staff attended Stroke Committee Meeting at Clear Lake Regional Hospital
- Staff obtained city staff department rosters in preparation for city CPR/AED courses
- Staff continues to add/update information on EMS webpage
- Staff continues to monitor the Physio Life-Net System for transmitting EKG's and data from the field to receiving facilities
- Staff continues to monitor the Health Data Exchange program with ESO
- Staff continues to work on Vial of Life Program
- Staff continues to monitor for updates needed for DEMS standard operating guidelines and protocols

EMS Training:

- Staff continues to work on TDSHS required ongoing continuing education
- Staff continues to work with Mainland Hospital and Clear Lake Regional Medical Center on the transport and continued care of Trauma and Neurological patients
- Staff continues to work on in-house training for staff

Health News / Information:

- Staff continues to monitor the Ebola virus and is working with state and federal agencies on recommendations for pre-hospital staff and the community
- Staff continues to monitor the Zika virus outbreak and has begun training EMS staff on the virus, recognition and caring for patients infected with this virus

March is National Colon Cancer Awareness Month

Colorectal cancer screening saves lives. If you're 50 years old or older, talk to your doctor about getting screened.

Among cancers that affect both men and women, cancer of the colon or rectum is the second leading cause of cancer deaths in the United States. Every year, about 140,000 Americans are diagnosed with colorectal cancer, and more than 50,000 people die from it. But this disease is highly preventable, by getting screened beginning at age 50.

What You Can Do

- If you're aged 50 to 75, get screened for colorectal cancer regularly. Screening tests help prevent colorectal cancer by finding precancerous polyps (abnormal growths) so they can be removed. Screening also finds this cancer early, when treatment can be most effective.
- Be [physically active](#).
- Maintain a [healthy weight](#).
- Don't drink too much [alcohol](#).
- [Don't smoke](#).

Fast Facts

- Risk increases with age. More than 90% of colorectal cancers occur in people aged 50 and older.
- Precancerous polyps and colorectal cancer don't always cause [symptoms](http://www.cdc.gov/cancer/colorectal/basic_info/symptoms.htm), especially at first. You could have polyps or colorectal cancer and not know it. That is why having a screening test is so important. If you have symptoms, they may include—
 - Blood in or on the stool (bowel movement).
 - Stomach pain, aches, or cramps that do not go away.
 - Losing weight and you don't know why.

These symptoms may be caused by something other than cancer. If you have any of them, see your doctor.

- Some people are at a [higher risk](http://www.cdc.gov/cancer/colorectal/basic_info/risk_factors.htm) than others for developing colorectal cancer. If you think you may be at high risk, talk to your doctor about when and how often to get tested.
- There are several screening tests, talk with your doctor about which is right for you.
 - Colonoscopy (every 10 years).
 - High-sensitivity fecal occult blood test (FOBT), stool test, or fecal immunochemical test (FIT) (every year).
 - Sigmoidoscopy (every 5 years, with FOBT every three years).

References

- <http://www.cdc.gov/cancer/dcpc/resources/features/colorectalawareness/>

2016 Dickinson Emergency Medical Services Activity Report

EMS Activity*	January	February	March	April	May	June	July	August	September	October	November	December	2016 Total	2015 Total	2014 Total
Assist	0	0											0	9	4
Call Cancelled	0	0											0	0	22
DOS, No Transport	4	1											5	28	27
Disregarded En Route	10	7											17	119	61
False Alarm (No Incident Occurred)	11	13											24	87	23
No Patient Found	0	0											0	30	186
No Treatment, No Transport	42	49											91	668	446
Patient Care Transferred	0	0											0	17	45
Stand By	3	4											7	14	10
Transported Lights/Siren	16	12											28	145	126
Transported No Lights/Siren	91	74											165	1,087	937
Transported No Lights/Siren, Upgraded	1	0											1	7	10
Treated, Transported by Law Enforcement	0	0											0	2	2
Treated, Transported by Private Vehicle	1	0											1	1	1
Treatment, No Transport	13	7											20	80	113
Mutual Aid - Patient Encounters	18	33											51	279	287
Total EMS Activities - Patient Reports*	210	200	0	0	0	0	410	2,573	2,300						
Average Response Time	6.11	6.14											6.13	5.90	5.50
AIR MEDICAL TRANSPORTS	0	0											0	31	29
Dispatched Incidents															
In City	165	149											314	1862	1673
Out of City	43	48											91	646	600
Total Dispatched Incidents for Dickinson EMS*	208	197	0	0	0	0	405	2508	2,273						

Mutual Aid Breakdown**	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total	2015 Total	2014 Total
Mutual Aid Given to Other Services	16	17											33	190	76
Mutual Aid Received by Other Services	22	38											60	311	N/A
Mutual Aid Received by Other Services Avg Response Time	18	17											18	17	N/A

OTHER INFORMATION	January	February	March	April	May	June	July	August	September	October	November	December	2016 Total	2015 Total	2014 Total
COLLECTIONS - 2016	\$36,430.72	\$28,181.87											\$64,612.59		
COLLECTIONS - 2015	\$32,756.67	\$44,913.56	\$33,089.28	\$34,192.90	\$35,434.07	\$41,998.88	\$44,672.47	\$32,205.01	\$40,167.89	\$36,754.14	\$38,816.08	\$36,036.63		\$451,037.58	
COLLECTIONS - 2014	\$31,012.86	\$31,326.20	\$30,506.46	\$30,143.23	\$36,867.96	\$31,283.02	\$34,270.11	\$44,510.04	\$49,823.20	\$25,045.23	\$37,336.79	\$39,143.20			\$421,268.30
COLLECTIONS - 2013	\$44,788.62	\$32,929.19	\$41,366.80	\$45,952.19	\$37,193.42	\$35,190.42	\$45,294.67	\$39,534.87	\$30,684.50	\$26,838.11	\$24,769.16	\$33,366.08			
COLLECTIONS - 2012	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$49,067.67	\$32,436.05	\$48,582.90			
COLLECTIONS - 2011	\$34,931.36	\$29,807.27	\$45,092.56	\$52,001.25	\$36,692.17	\$27,747.57	\$32,327.43	\$48,744.69	\$39,978.64	\$35,337.55	\$38,399.36	\$33,873.83	2013 Total	2012 Total	2011 Total
													\$437,908.03	\$549,395.99	\$454,933.68

*Note: An incident may have multiple patients.

**On 5 of the mutual aids into the city, Medic 1 was able to cover the call and disregard the inbound mutual aid unit.

CALENDAR YEAR COLLECTIONS	January	February	March	April	May	June	July	August	September	October	November	December	2016 Total	2015 Total	2014 Total
COLLECTIONS - 2016	\$36,430.72	\$28,181.87											\$64,612.59		
COLLECTIONS - 2015	\$32,756.67	\$44,913.56	\$33,089.28	\$34,192.90	\$35,434.07	\$41,998.88	\$44,672.47	\$32,205.01	\$40,167.89	\$36,754.14	\$38,816.08	\$36,036.63		\$451,037.58	
COLLECTIONS - 2014	\$31,012.86	\$31,326.20	\$30,506.46	\$30,143.23	\$36,867.96	\$31,283.02	\$34,270.11	\$44,510.04	\$49,823.20	\$25,045.23	\$37,336.79	\$39,143.20			\$421,268.30
COLLECTIONS - 2013	\$44,788.62	\$32,929.19	\$41,366.80	\$45,952.19	\$37,193.42	\$35,190.42	\$45,294.67	\$39,534.87	\$30,684.50	\$26,838.11	\$24,769.16	\$33,366.08			
COLLECTIONS - 2012	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$49,067.67	\$32,436.05	\$48,582.90			
COLLECTIONS - 2011	\$34,931.36	\$29,807.27	\$45,092.56	\$52,001.25	\$36,692.17	\$27,747.57	\$32,327.43	\$48,744.69	\$39,978.64	\$35,337.55	\$38,399.36	\$33,873.83	2013 Total	2012 Total	2011 Total
													\$437,908.03	\$454,933.68	\$454,933.68

FISCAL YEAR COLLECTIONS	October	November	December	January	February	March	April	May	June	July	August	September	TOTALS
Collections 2010-2011	\$43,575.06	\$35,867.82	\$34,527.20	\$34,931.36	\$29,807.27	\$45,092.56	\$52,001.25	\$36,692.17	\$27,747.57	\$32,327.43	\$48,744.69	\$39,978.64	\$461,293.02
Collections 2011-2012	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$35,337.55	\$38,399.36	\$33,873.83	\$430,442.96
Collections 2012-2013	\$49,067.67	\$32,436.05	\$48,582.90	\$44,788.62	\$32,929.19	\$41,366.80	\$45,952.19	\$37,193.42	\$35,190.42	\$45,294.67	\$39,534.87	\$30,684.50	\$483,021.30
Collections 2013-2014	\$26,838.11	\$24,769.16	\$33,366.08	\$31,012.86	\$31,326.20	\$30,506.46	\$30,143.23	\$36,867.96	\$31,283.02	\$34,270.11	\$44,510.04	\$49,823.20	\$404,716.43
Collections 2014-2015	\$25,045.23	\$37,336.79	\$39,143.20	\$32,756.67	\$44,913.56	\$33,089.28	\$34,192.90	\$35,434.07	\$41,998.88	\$44,672.47	\$32,205.01	\$40,167.89	\$440,955.95



MEMORANDUM

To: Honorable Mayor and City Council Members

From: Lee Darrow, Fire Marshal

Cc: Julie Robinson, City Administrator

Date: March 2, 2016

RE: Fire Marshal Staff Activity Report for February 2016

Staff Activity

- Staff conducted hands on fire extinguisher use and fire safety training for the staff at the Houston Physicians Center located at 3810 Hughes Court.
- Coordinated with TYCO security to update the alarm locations for all "hold up" alarms located within City Hall/WCID building.
- Coordinated Repairs to the Fire Alarm panel at the City Library to correct an issue with a bad relay within the panel that had been causing faulty signals to be received by the monitoring company.
- Staff attended this year's annual Housing Fair located at Mt. Carmel Baptist Church on February 20, 2016. Fire Safety materials were handed out to many children and adults.

Investigations

- 02/04/2016 – 3700 Block Kellner Rd. Crews were dispatched to a report of a garage on fire. DVFD and FMO crews arrived to find the detached garage with heavy fire coming from it and starting to impede on the main structure of the home. Crews were able to get water on the fire quickly and contained most of the fire to the garage. The home did suffer moderate smoke and heat damage, but was kept intact. After further investigation, the fire appeared to be accidental due to mechanical issues from a motorcycle that was left running inside the garage.
- 02/22/2016 – 3100 Block Balzar St. Crews responded to a reported kitchen fire. Upon arrival it was found that there had been a fire on the stove top that was extinguished by the homeowner prior to FD arrival. Crews assisted the homeowner with ventilating the home to remove the smoke. After investigating, it was determined that food had been left cooking on the stovetop unattended.
- 02/24/2016 – 500 Tanglewood. Crews responded to a smell of smoke. Upon arrival crews found that an HVAC motor in the attic space had been smoldering. During the investigation, several fire & life safety violations were found at this location. The FMO conducted an inspection and documented the violations for the property owner to repair. FMO staff is to conduct a follow up inspection within two weeks.
- Staff assisted Code Enforcement with documenting junk vehicles as well as serving administrative search warrants at multiple properties.

Fire Marshal Staff Activity Report Cont'd

- Staff continues to assist Public Works with enforcement of violations of the Storm Water Pollution Prevention Ordinance.

Plan Reviews conducted and/or meetings for proposed new businesses

- Plan reviews and/or pre-development meetings;
 - o ROW Permit issued to CenterPoint Energy;
 - o Hollywood St. Gas line relocations ahead of street projects
 - o Johnson St. Gas line relocations ahead of street projects.
 - o ROW repair to roadway after emergency gas line repair.
 - o ROW Permit issued to Verizon for a new underground copper line located at Oakridge Dr. @ Yupon St.
 - o Reviewed and approved the following Fire Protection Systems
 - o 3920 Gulf Frwy – Fire Alarm System plans
 - o 2800 Gulf Frwy – Fire Sprinkler System plans
 - o 2401 Termini Suite 100-D – Fire Alarm System plans
 - o Change of Occupancies reviewed and approved;
 - o Christus Point of Light (doctor's office) – 2401 Termini Suite 100-D
 - o Katie's Wholesale Restaurant Supply – 4200 42nd St.
 - o Texas Beer Refinery – 2706 Dickinson Ave.
 - o Pronto Wireless – 2303 FM 517 East

Licensed Facility and Home Inspections

- Conducted inspections at the following locations for state licensed daycares, foster care home, assisted living homes or related healthcare facilities;
 - o 3902 Ave. F – Ahead of the Crowd Day Care
 - o 2417 Oak Dr. – Foster Home

Total Inspections Completed

- Fire & Life Safety Inspections - 48
(Re-inspections included)

To: Mayor & Council Members

From: Chief Ron Morales

Date: March 2, 2016

Re: February News

Administrative Services

- During the month of February 2016, Capt. Melvin Mason attended and graduated from the final session of the Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT) Leadership Command College (LCC) at Sam Houston State University in Huntsville, TX.
- Performed recruitment efforts to hire a replacement full-time dispatcher and police officer.
- Chief Morales served as a Panel Member for the Leadership Command College Module III, critiquing the final oral defense presentations of the graduating class of LEMIT.
- Councilman William King, Chief Morales, Capt. Jaekel, Sgt. Anzualda and Officer Bruce Stewart attended Capt. Mason's graduation from LEMIT Command College in Huntsville, which was the 75th graduating class.

Patrol Division

- Channel 11 News aired a remarkable story on EJ's Fight and Goatee's for the Cause.
- Officers Cheryl Mullen and Haven Smith advanced to Phase 3 of their Field Training and are on target for a successful completion.
- Patrol Officers responded to the 4500 block of E 34th Street in reference to a shooting. The victim was identified as an 18 year old male who suffered from a single gunshot wound. The victim was transported by ambulance to Clear Lake Regional Hospital and was treated for non-life threatening injuries. The investigation is on-going at this time.
- Officers executed an arrest warrant on a Burglary of Motor Vehicle suspect. The 21 year old male is suspected of committing numerous vehicle burglaries throughout Dickinson and League City.

Criminal Investigation Division

- Several long term investigations are winding down. On February 24th, members of the DPD Narcotics Unit assisted DEA on a round-up serving numerous Federal indictments. The Dickinson Police Department served as a command center for part of the operation and our jail was used to house those arrested until they were turned over to federal authorities.

- Detectives seized 140 grams of Cocaine with a street value of over \$12, 500. Almost 1500 grams of Meth was seized, street value of \$133,000. Additionally, 84 grams of Black Tar Heroin was seized which has a street value of \$184, 800.

Crime Prevention & Community Policing

- Gave a presentation to the Dickinson High School Criminal Justice class on Gun Safety.
- Officers assisted DHS at the Texas City Gun Range with their Firearms Safety Course.
- Began Citizens' Police Academy Class 26, covering the topics "Communications" and "Internal Affairs".
- The DCPAAA held their executive board meeting in the PD conference room.
- The Texas Gulf Coast Crime Prevention Association (TGCCPA) held their luncheon in Dickinson.
- CPA Class 26 covered the topics "Reports" and "Police Ethics".

VOCA Grant Activities

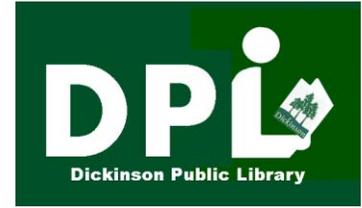
- Assisted 49 Families (total of 56 victims served).
- Contacted 56 victims by mail; 8 by phone; held 14 personal visits.

Information Technology

- Officer Rhett DeMunbrun and Communications Supervisor Vernita Rawls attended the monthly League City OSSI Consortium System Administrator's meeting. Topics of discussion included: CAD mapping, Uniform Crime Reporting and National Incident Based Reporting System and system operation updates for end users in the consortium.
- The newly annexed extraterritorial jurisdiction (mapping) of the northwesterly area of the Nicholstone Subdivision was loaded in the Computer Aided Dispatch (CAD) system to allow calls for service to be dispatched for Police, Fire and EMS.

**2016 Dickinson Police Department
Crime and Traffic Report**

Criminal Activity	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total	2015 Total	2014 Total
Criminal Homicide - Negligent Manslaughter	0	0											0	0	0
Forcible Rape	0	4											4	10	8
Robbery	2	0											2	17	14
Aggravated Assault	3	2											5	16	32
Assault	21	26											47	327	264
Assault on Peace Officer	0	0											0	3	1
Burglary	11	3											14	104	121
Larceny/Theft	33	31											64	322	373
Motor Vehicle Theft	3	2											5	39	31
Arson	1	0											1	2	1
Total Reportable Offenses	73	68											141	838	843
Total Calls Received and Dispatched	1,911	1,799											3,710	24,228	46,441
Total Cases Cleared by Arrests	8	11											19	167	218
Total Arrests (Adult)	127	119											246	1,380	1,139
Total Adult Felony Arrests	12	2											14	77	120
Total Arrests (Juvenile)	1	0											1	13	26
Total Juvenile Felony Arrests	1	0											1	0	6
Total Value of Vehicles Stolen	\$45,000	\$97,000											\$142,000	\$427,501	\$368,300
Total Value of all other Property Stolen	\$57,781	\$27,641											\$85,422	\$469,993	\$557,298
Total Value of all Property Recovered	\$10,172	\$33,198											\$43,370	\$214,772	\$244,702
Total Vehicles Stolen/Received other Department	0	1											1	3	9
Total Vehicles Stolen/Received Local	1	0											1	16	14
Total Vehicles Stolen other Department/Received Local	2	0											2	10	5
Traffic Activity															
Traffic Activity													YTD Total	2015 Total	2014 Total
Total Accidents Reported	36	40											76	454	442
Total Accidents with Property Damage	2	3											5	32	28
Total Accidents with Personal Injury	6	7											13	80	78
Total Number of Personal Injury	7	8											15	102	93
Total Fatality Accidents	1	0											1	4	0
Total of Warning Tickets (Moving Violations)	93	75											168	1,253	2,314
Total of Warning Tickets (Non-Moving Violations)	258	150											408	1,640	2,806
Total Citations Issued to Adults	351	354											705	3,740	3,992
Total Citations Issued to Juveniles	1	9											10	39	61
Total Number of all Violations	455	467											922	4,700	4,993
Total Amount of Fines Assessed	\$115,971	\$123,685											\$239,656	\$1,058,159	\$1,162,888



TO: Honorable Mayor and Council Members

FROM: Vicki McCallister, Library Director

CC: Julie M. Robinson, City Administrator

DATE: March 2, 2016

SUBJECT: Dickinson Public Library (DPL) Staff Report – February 2016

ONGOING/COMPLETED PROJECTS

New Adult Program – In February, staff initiated a new daytime Adult Program, the new **Adult Coloring Book Club**, with the first meeting being held in the Library Community Room. A variety of participants dropped in to the new program, and they had discovered the new program through all the different marketing done by Caitlin Campbell through the Library’s social and in-house media. Participants expressed that, in addition to fun and fellowship, the Program affords a welcoming relaxation time between their work and evening activities.

New Employee - Sarah Hausler has been hired to fill the part-time Library Assistant position that was vacated when Sam Torrez was promoted into the position of Youth/IT Librarian. A future librarian, Sarah will make a welcome addition to the City of Dickinson employee family.

Texas State Library Grants – FY 2017 - Director, Vicki McCallister and Youth/IT Librarian Sam Torrez completed a first draft of the Impact Grant which would advance some of the adult computer classes now being offered up to an Intermediate Level. The classes will be held twice a month and take place of two of the Basic Internet classes now being offered every Tuesday at 9:00 A.M.

Catalog/Process Librarian Caitlin Campbell worked with Dickinson Historical Society (“DHS”) President Charlotte Khors on a first draft of a TexTreasures Grant to index the DHS documents currently being housed at the Library.

Since the City Council approved the Library to submit applications for these grants on February 23, 2016, the applications will be finalized and submitted to the Texas State Library and Archives to compete for the FY2017 Grant funding.

Grants – Catalog/Process Librarian Caitlin Campbell continued the Books for Babies program in February, and the February class increased with two new baby/family teams and is almost at capacity. This class will continue throughout the summer to complete the terms of the grant.

Staff Training- Youth/It Librarian Sam Torrez and Library Director Vicki McCallister attended a series of webinars on patron privacy rights and laws. Assistant Director Kathy Soehl attended a webinar on the FY 2017 Summer Reading Program. Ms. McCallister, Ms. Campbell and Mr. Torrez also all attended a webinar on how to complete the grant applications for FY 2017 and the changes from previous years.

Community Outreach - Assistant Director Kathy Soehl continued providing assistance to the local Head start Program.

Computers for Beginners - Catalog/Process Librarian Caitlin Campbell continued these classes in February.

Special Workshop - In celebration of Black History Month, volunteer Tina Wood gave a program to the Story Time class on Black History and taught the children some traditional African dance steps and games.

Story Time- Story Time resumed in February on Monday and Wednesday at 10:00 a.m.

Display in Foyer - Library Director, Vicki McCallister received many beautiful and interesting items from the Bay Area NAACP for their 10th year of collaboration in celebrating February as Black History Month. This and past displays and programs are posted on the Library's Flickr page which can be linked to from the Library website.

Dickinson Public Library

March 2016



Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 * 9am Basic Internet	2 10am Preschool Storytime	3	4	5
6	7 10am Preschool Storytime	8 * 9am Basic Computers: Photo Editing 1pm Reader's RT	9 10am Preschool Storytime	10 1pm Crochet and Knitting	11	12 10am – 1pm Book Sale
13	14 10am Preschool Storytime	15 *9am Basic PowerPoint (Adults)	16 10am Preschool Storytime	17 5pm Adult Coloring Book Club	18	19 12pm Baby Storytime!
20	21 10am Preschool Storytime	22 * 9am Intro to Social Media: Youtube (Adults)	23 10am Preschool Storytime	24	25 Library Closed	26 Library Closed
27 	28 10am Preschool Storytime	29 * 9am Basic Word (Adults)	30 10am Preschool Storytime	31	 <p>ACCESS COMPLETE DIGITAL MAGAZINES through our library's website!</p>	



www.dickinsonpubliclibrary.org
4411 Highway 3 281-534-3812
M,W,F 10am – 5pm T,Th. 10am – 6pm Sat. 10am-2pm

* Require Registration,
Limited Seating

GALVESTON CO. LIBRARY MONTHLY STATISTICS REPORT

Library Dickinson Public Library Month Feb Year 2016

SERVICES

Books Loaned		2394
Audio Books Loaned		105
Music CDs/Cassettes Loaned		1420
Videos/DVDs Loaned		8
Other Materials Loaned		0
Total Circulation Transactions		3927
Juvenile Transactions (a part of total circulation transactions)		2012
Materials Used in House		378
New Patrons Registered		78
Reference Transactions/Information Questions	303	221
Adult Programs offered by the Library - # Programs & # Attendees	3	21
Young Adult Programs offered by the Library - # Programs & # Attendees	0	0
Children's Programs offered by the Library - # Programs & # Attendees	9	93
Number of Visits (Door Count)		4831
Volunteer Hours		15

INTERNET AND ELECTRONIC SERVICES

Internet Users		1365
Internet Hours		1299
Number of Wi-Fi Sessions		24
Number of Web Page Hits		4087

RESOURCE SHARING

ILL borrowed from other libraries outside of Galveston Co.		21
ISL borrowed from other public libraries in Galveston Co.		9
Total ILL & ISL borrowed from other libraries		22

Total ILL & ISL requests loaned to libraries for our users	24
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TO: Honorable Mayor and City Council Members
FROM: Kellis George, Director of Public Works
DATE: March 1, 2016
SUBJECT: Monthly Project Report – February 2016

Stormwater Inspections

As part of the City's stormwater permitting process, on-site inspections were conducted for new homes being built at the following locations:

- 4403 E 32nd Street
- 2202 Oleander Drive
- 405 Old Orchard Way
- 1327 Forest Cove Court

The contractors, homeowners, or builders were notified of any observed violations, and corrections were made prior to issuing a general permit. Routine follow-up visits will be conducted to ensure that the stormwater pollution prevention compliance measures are maintained.

Stormwater Sunday continues to build a social media following on the City's Facebook page. These posts feature content designed to educate the public and raise awareness of stormwater pollution issues. Management Assistant Alun Thomas and Assistant to the Public Works Director Alicen Newman are now working together on a similar campaign for recycling.

Culvert Installations

The Department installed concrete culverts at the following locations in February, for a total of 28 linear feet of installed concrete culverts:

- 1400 Bess Road – 20ft of 18" pipe
- Reset Culverts at 1325 Sunset Drive

- 5506 Yacht Club Drive – 8ft of 18” pipe

Street Patching

The Department patched the following streets in February:

- West Deats Road – cold mix
- E 30th Street @ California Avenue – cold mix
- Bayou Drive – cold mix
- Harbor Light Drive – cold mix
- Camp Allen Road – cold mix
- Woodlawn Street @ Sunset Drive – cold mix
- Tanglewood Drive – cold mix
- Spruce Drive – cold mix
- Shady Oak Lane – driveway aprons - hot mix
- Dockrell Street @ Bank Street – cold mix
- E 32nd Street – cold mix

Street Projects

- 48th Street (FY 2014-2015 Street Maintenance Sales Tax Project) – Work began on February 1, and the concrete contractor has already poured concrete for the eastbound lane.

Drainage Projects

- Staff attended and conducted the bid opening for Competitive Sealed Bid #1601-03 for the Bayou Chantilly Outfall Repair project. The award of the bid will be on the Council agenda for March 8 and the contract is anticipated to be on the Council agenda for March 22.
- Staff is working with Galveston County Road and Bridge on a drainage complaint on Pin Oak that includes the County. The scope of work calls for the ditch to be cleared and then, if needed, graded. The clearing of the ditch has already been completed.
- At the request of a resident, the Department cleaned the ditch and blew culverts along Ash Drive.

- The ditch on the West side of Baker Drive was regraded, and the culverts cleaned from East 34th Street to East 39th Street.

Culvert Cleaning

- Baker Drive – 262ft
- Dakota Street – 80ft
- Ash Drive – 180ft

Dickinson Economic Development Corporation

- Staff demolished the building that stood on the DEDC property on Hughes Road.

Code Enforcement

- Staff secured pool fencing at a property on Williamsburg Drive.
- Staff picked debris up from the area of St Goar and 44th Street.
- A large amount of household debris was removed from the right-of-way along Humble Camp Road.
- Staff removed green waste material and debris from Plantation Drive.

Staff Training

- Public Works staff attended a pipeline safety course on Wednesday, February 24.
- All staff was trained by David Popoff with the City's Office of Emergency Management in FEMA courses IS100 and IS700 at the police department on February 9.

Continuing Monthly Activities

There are a number of activities that the Public Works Department performs on a monthly basis, including pothole repairs, reporting street light outages to the appropriate electric utility, responding to requests submitted to the City through the City's website, mowing of rights-of-way, and addressing drainage issues.

FY 2006 - FY 2016 Street Project List (Updated 3-1-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2016	Gill Road (Rodeo Bend to Bess Road) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>March Council to Award Bid and Approve Contract</i>		1,385
FY 2016	35th Street (East of Kansas to California) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>March Council to Award Bid and Approve Contract</i>		2,245
FY 2016	Hollywood Street (Hwy 3 to Timber Drive) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>March Council to Award Bid and Approve Contract</i>		1,390
FY 2016	Johnson Street (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>March Council to Award Bid and Approve Contract</i>		820
FY 2016	Mariner's Way (Yacht Club Drive to Commodore) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>March Council to Award Bid and Approve Contract</i>		790
FY 2016	Nebraska Street (46th Street to dead end) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>March Council to Award Bid and Approve Contract</i>		1,175
FY 2016	Pine Oak Circle (Pine Oak Drive to Dead End) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>March Council to Award Bid and Approve Contract</i>		560
FY 2015	28th St (Hwy 3 to Timber Dr) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Scheduled June 2016</i>		1,625
FY 2015	33rd St (East of Kansas Ave to California Ave) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Scheduled March 2016</i>		2,275
FY 2015	48th St (East of Hwy 3 to Nebraska St) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction In Progress</i>		705

FY 2006 - FY 2016 Street Project List (Updated 3-1-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2015	Greenbriar St (Sunset Dr to Oakridge Dr) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Scheduled September 2016</i>		635
FY 2015	Leonetti Ln (Country Club to Lininger Ln) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Began on March 1, 2016</i>		855
FY 2015	Oleander Dr (West of Palm Dr to the Bridge) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Scheduled July 2015</i>		820
FY 2014	48th St (West of Hwy 3) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	134,465.28 (posted thru June)	1,170
FY 2014	Ave L (North of 2nd St) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	240,026.72 (posted thru August)	4,926
FY 2014	Dakota St (South of 517) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction In Final Phase</i>	1,052.51 (posted thru June)	2,400
FY 2014	Desel Dr (North of Hughes Rd) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	244,514.12 (posted thru June)	2,500
FY 2014	Martin Luther King Blvd (South of Salvato) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	92,582.36 (posted thru June)	600
FY 2013	29th St (West of Hwy 3 to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	114,555.99	1,100
FY 2013	36th St (East of Kansas to end of the street)(includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	241,754.50	2,200

FY 2006 - FY 2016 Street Project List (Updated 3-1-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2013	Ave G (South of Falco to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	61,514.85	500
FY 2013	Ave H (South of Deats to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	66,844.39	600
FY 2013	Imite (Holly Dr to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	77,056.21	600
FY 2013	Pine Oak Dr (FM 646 to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	182,504.96	1,800
FY 2012	26th Street (Texas Ave to California Ave) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Eastside	Concrete	<i>Construction In Progress</i>		1,430
FY 2012	28th Street East (California to Kansas) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	222,785.03	4,040
FY 2012	29th Street (Kansas Ave to California Ave) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Eastside	Concrete	<i>Construction In Progress</i>		2,180
FY 2012	42nd Street (Missouri to California) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	61,233.83	422
FY 2012	47th Street (Minnesota to Plum) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	117,696.03	968
FY 2012	Avenue G (Phase 2) (26th St to 20th St) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase Westside Drairage	Concrete	<i>Completed</i>	865,122.09 (posted thru July)	2,166

FY 2006 - FY 2016 Street Project List (Updated 3-1-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2012	Blue Water Lane (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		320
FY 2012	Central Street (Hwy 3 to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase Westside Drairage	Concrete	<i>Completed</i>	449,686.30 (posted thru July)	800
FY 2012	Ecret Dr (City limits to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2	Concrete	<i>Pending Funding - At Risk Project</i>		1,680
FY 2012	Green Willow Lane (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		430
FY 2012	Live Oak Dr (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		480
FY 2012	Manor Lane (FM 517 to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Westside	Concrete	<i>Completed</i>	800.00 (posted thru July)	640
FY 2012	Meadowlark Street (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		490
FY 2012	Oak Lane (Ave L to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	76,359.97	720

FY 2006 - FY 2016 Street Project List (Updated 3-1-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2012	Old Castle Lane (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		525
FY 2012	Oleander Dr (Hwy 3 to Palm Dr) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2	Concrete	<i>Pending Funding - At Risk Project</i>		2,660
FY 2012	Palm Dr (Hughes Rd to Oleander Dr) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2	Concrete	<i>Pending Funding - At Risk Project</i>		1,320
FY 2012	Pine Grove Drive (Oak St to Yupon St) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase Westside Drairage	Concrete	<i>Completed</i>	153,373.20 (posted thru July)	1,150
FY 2012	Pine Manor Lane (FM 517 to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase Westside Drairage	Concrete	<i>Completed</i>	140,165.00 (posted thru July)	660
FY 2012	Yacht Club Drive (Hughes Rd to Mariners Way) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	109,491.25	1,960
FY 2011	Avenue G (Phase 1) (Falco to 26th St) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	604,908.97	2,166
FY 2011	Avenue I (Deats Rd to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	160,777.73	660
FY 2011	Bayou Circle (FM 517 to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	169,584.90	760

FY 2006 - FY 2016 Street Project List (Updated 3-1-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2011	Belmont Street (Oakridge Dr to Sunset Dr) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	183,555.78	764
FY 2011	Birch Street (includes engineering & drainage)	DEDC/DMD#1	Concrete	<i>Completed</i>	68,992.66	620
FY 2011	Country Club Drive	WCID #1 Bond Funding	Concrete	<i>Completed</i>	407,501.05	3,353
FY 2011	Elm Street (includes engineering & drainage)	DEDC/DMD#1	Concrete	<i>Completed</i>	60,470.61	500
FY 2011	Holly Drive (Timber Dr to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	171,408.70	660
FY 2011	Timber Drive (22nd Street to 23rd Street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	146,466.28	380
FY 2011	Timber Drive (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	68,131.15	520
FY 2011	Water Street (includes engineering & drainage)	DEDC	Concrete	<i>Held by DEDC</i>		
FY 2010	44th Street (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	34,108.53	248
FY 2010	Avenue J (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	323,637.34	2,800
FY 2010	Bruce Avenue (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	1,704
FY 2010	East Sunset Drive Phase II (from Timber to Hwy 3) (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	178,745.82	1,650
FY 2010	FM 646 (FM 517 to 2nd Street) (includes engineering & drainage)	County/TxDOT	Concrete	<i>Completed</i>	5,422,788.00	5,820

FY 2006 - FY 2016 Street Project List (Updated 3-1-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2010	Grand Blvd (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	1,340
FY 2010	Gum Drive (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	1,054
FY 2010	Hughes Road (East of Hwy 3 to Humble Camp) (includes engineering & drainage)	County Bond	Concrete	<i>Completed</i>	599,500.00	2,212
FY 2010	Island Drive (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	681
FY 2010	Lover's Lane (includes engineering & drainage)	City Funds - TAN	Concrete	<i>Completed</i>	299,409.00	2,680
FY 2010	Oakridge Drive (includes engineering & drainage)	City Funds - TAN	Concrete	<i>Completed</i>	149,313.78	1,823
FY 2010	Owens Drive (FM 517 to FM 646) (includes engineering & drainage)	County Bond	Concrete	<i>Completed</i>	1,637,288.75	2,960
FY 2010	Scenic Drive (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	1,870
FY 2010	Tanglebriar Circle (includes engineering & drainage)	City Funds - TAN	Concrete	<i>Completed</i>	33,500.16	150
FY 2009	East Sunset Drive Phase I (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	311,099.00	2,028
FY 2009	Tanglebriar Drive (includes engineering & drainage)	City Funds	Concrete	<i>Completed</i>	240,438.00	1,399
FY 2008	42nd Street (from Texas Ave to Galveston Ave)	DEDC	Concrete	<i>Completed</i>	108,311.40	400
FY 2008	Hughes Lane (North of FM 517 W)	DEDC	Concrete	<i>Completed</i>	276,883.72	2,956
FY 2008	Ohio Avenue	DEDC	Concrete	<i>Completed</i>	195,986.18	1,200

FY 2006 - FY 2016 Street Project List (Updated 3-1-16)

Year Approved	Street	Funding Source	Pavement Type	Status	Cost	Linear Feet
FY 2008	West Sunset	DEDC	Concrete	<i>Completed</i>	382,052.57	2,900
FY 2007	37th Street (from Baker to California)	DEDC	Concrete	<i>Completed</i>	222,040.95	1,510
FY 2007	Galveston Avenue (from FM 517 E to Park Ave)	DEDC	Concrete	<i>Completed</i>	192,501.02	1,284
FY 2007	Hill Avenue (from FM 517 E to County line)	DEDC	Concrete	<i>Completed</i>	360,877.62	2,680
FY 2007	Texas Avenue (from FM 517 E to 42nd)	DEDC	Concrete	<i>Completed</i>	96,250.50	400
FY 2006	34th Street (from Baker to California)	DEDC	Concrete	<i>Completed</i>	171,839.01	1,486
FY 2006	39th Street (from Baker to California)	DEDC	Concrete	<i>Completed</i>	203,285.66	1,490
FY 2006	Bruce Avenue	City Funds	Chip & Seal	<i>Completed</i>		
FY 2006	Harbor Light Drive	City Funds	Chip & Seal	<i>Completed</i>		
FY 2006	Maple Drive	DEDC	Concrete	<i>Completed</i>	255,625.94	1,908
FY 2006	Mariner Way	City Funds	Chip & Seal	<i>Completed</i>		
FY 2006	Nevada Street	City Funds	Chip & Seal	<i>Completed</i>		
FY 2006	Nichols Avenue (from FM 517 E to County line)	DEDC	Concrete	<i>Completed</i>	144,780.79	3,262
FY 2006	Wagon Road	City Funds	Chip & Seal	<i>Completed</i>		

FYI

FUTURE CITY COUNCIL AGENDA ITEMS

March 2016

3/22/2016

Special Council Meeting

- Continued Review and Revision of Draft of Community Services and Facilities Chapter of New Comprehensive Plan (Joint Workshop with Planning & Zoning Commission)

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- United Board of Health Re-Appointment and Appointments
- Update on Activities of Dickinson Bayou Watershed Steering Committee Meeting
- Second Reading of Ordinance Adopting Transportation Chapter of New Comprehensive Plan
- Public Hearing and First Reading of Ordinance Adopting Regulations for Vacation Rentals and Bed & Breakfast Establishments
- Second Reading to Approve DEDC Project
- Resolution to renew Investment Policy
- Widget Briefing – Economic Development/Tourism
- Resolution to apply for a CJD grant from the Governor's Office to purchase Body Worn Cameras for the Police Department
- Approval of the GCC Access Agreement
-

April 2016

4/12/2016

Special Council Meeting

- Review and Revision of Draft of Land Use Chapter of New Comprehensive Plan (Joint Workshop with Planning & Zoning Commission)

Regular Council Meeting

- Update on Public Works Projects
- Proclamation – Parkinson's Disease
- Proclamation – Motorcycle Awareness
- Holy Trinity Episcopal Church Strawberry Festival
- Proclamation - Fair Housing

- Public Hearing and First Reading of Ordinance Adopting Community Services and Facilities Chapter of New Comprehensive Plan
- Second Reading of Ordinance Adopting Regulations for Vacation Rentals and Bed & Breakfast Establishments

4/26/2016

Special Council Meeting

- Continued Review and Revision of Draft of Land Use Chapter of New Comprehensive Plan (Joint Workshop with Planning & Zoning Commission)

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Second Reading of Ordinance Adopting Community Services and Facilities Chapter of New Comprehensive Plan

May 2016

5/10/2016

Special Council Meeting

Regular Council Meeting

- Proclamation – Parkinson’s Disease
- Public Hearing and First Reading of Ordinance Adopting Land Use Chapter of New Comprehensive Plan

5/24/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- First Reading of Juvenile Curfew Ordinance
- Appointments/Reappointments to Boards and Commissions
- Proclamation – Motorcycle Awareness
- 2nd Quarter Financial & Investment Report
- Second Reading of Ordinance Adopting Land Use Chapter of New Comprehensive Plan

June 2016

6/14/2016

Special Council Meeting

- Revised Needs Assessment for Police Building

Regular Council Meeting

- Update on Public Works Projects
- First Reading of Ordinance Adopting Comprehensive Plan In Its Entirety
- Widget Briefing – Public Works – Tree Removal

6/28/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Second Reading of Ordinance Adopting Comprehensive Plan In Its Entirety

July 2016

07/13/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects

07/27/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Update on Activities of Dickinson Bayou Watershed Steering Committee

August 2016

08/09/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects

08/23/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- 3rd Quarter Financial & Investment Report
- Recessing the Regularly Scheduled Meeting of the City Council in Order to Conduct Business as the City of Dickinson Employee Benefits Trust.
- Reconvene
- Accepting the Action of the City of Dickinson Employee Benefits Trust to Accept the Offer for Employee Medical and Pharmacy Insurance from _____, the Renewal Offer for Employee Dental Insurance from Guardian, the Renewal Offer for Life Insurance from Guardian, the Renewal Offer for Vision Insurance from Humana Comp Benefits, and the Renewal Offer for Long-Term Disability Insurance from Standard Insurance.

September 2016

09/13/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects

09/27/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- GCAD nomination
- Agreement with Employer Solutions Employee Support PLLC FY 2016-2017
- Award of Competitive Sealed Bid for Official Newspaper
- Update on Activities of Dickinson Bayou Watershed Steering Committee

-

October 2016

10/13/2016

Special Council Meeting

Regular Council Meeting

- Breast Cancer Awareness
- Update on Public Works Projects
- Galveston County Appraisal District Nominations
- Appointments to HGAC

10/27/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
-

November 2016

11/08/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Re-approve FFAST form
- Appointments/Reappointments to Boards and Commissions
- 4th Quarter Financial & Investment Report
- Cancellation of November 22, 2016 and December 27, 2016 Regular City Council Meetings Due to Holidays

December 2016

12/13/2016

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council

January 2017

01/10/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council

01/24/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects

February 2017

01/14/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council

01/28/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects

March 2017

03/14/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council

- Resolution Aerial Spraying

03/28/2017

Special Council Meeting

Regular Council Meeting

- Update on Public Works Projects