GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
AUGUST 2, 2011 – 1:00 P.M.

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS' COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY. ***APPEARANCES*:** SHOULD ANYONE WISH TO ADDRESS THE COMMISSIONERS COURT ON A SPECIFIC ITEM, PLEASE ARRIVE PRIOR TO THE MEETING AND SIGN IN WITH THE COUNTY CLERK. COMMENTS ARE LIMITED TO 5 MINUTES.

REGULARLY SCHEDULED MEETING – AGENDA – 1:00 P.M.

Pledge of Allegiance and Invocation

*1. Submitted by County Auditor's Office:

a. Approval of Accounts Payable checks dated 8/2/11.

b. Orders for supplemental payroll period ending 7/20/11 Bi-weekly #15.

c. District Clerk's Conversion Review as of March 14, 2011.

*2. Consideration of Resolution *Petitioning the Secretary of State for Galveston County's participation in the Countywide Polling Place Program* in November 2011, pursuant to §43.007 of the Texas Election Code submitted by County Clerk.

*3. Receive and file *Juror Donation Plan – Selection of Participants*, submitted by Justice Administration.

*4. Receive and File *Letter of Engagement from Null-Lairson, P.C.*

*5. Receive and File *Galveston County Emergency Communication District FY 2010 Annual Audit and Report.*

*6. Receive and File *Galveston County Health District's Compliance Audit for the Jail Health Contract*.

*7. Consideration of *Road and Alley Abandonments – Old Algoa Townsite* submitted by Right of Way.

*8. Consideration of *Trade Agreement on Ginger Street, L'Hommedieu Survey* submitted by Right of Way.

*9. Consideration of *Resolution of Congratulations to the Galveston County 4-H State Beef Quiz Bowl Champions* submitted by Commissioner Ken Clark.

10. Consideration of request for waiver of refund of Tax Penalty and Interest of the following submitted by Assessor and Collector of Taxes:

    a. Account No.: 3204-0000-0607-000 Emerald Galveston Holdings, LLC

    b. Account No.: 3267-0000-0261-000 Harbour Classic Builders, LLC

    c. Account No.: 4939-0000-0225-000 Maravilla Owners Association

11. Discuss and consider approval of a preliminary plan for County Commissioners, Justices of the Peace and the Constables Precinct Boundaries for the purpose of redistricting related to the 2010 Census submitted by County Judge.

12. Consideration of change order no. 1 to the R.W. Lucas Construction, LLC contract for the Galveston County Road Extensions for Various Roads in the Bacliff and San Leon projects submitted by the County Engineer.

13. Consideration of an agreement with Union Pacific Railroad Company to fund modifications to the rail crossing for the Deats Road project submitted by the County Engineer.

14. Consideration of additional services authorization for Jacobs Engineering on the Mid-County Annex submitted by the County Architect.

15. Consideration of authorization for additional services on the design phase of the Senior Center by Jacobs Engineering and the termination of their contract upon completion of that phase submitted by the County Architect.

16. Consideration of permission to finish Senior Center project in house with Contract Services of Architect, Mike Steffey, submitted by the County Architect

17. Consider recommending awarding contracts on the following Bids submitted by the Purchasing Agent.

    a. Bid #B111037 Hughes Road Reconstruction

    b. Bid #B111047 City of Bayou Vista, Ling Street Rehabilitation

18. Consideration to cancel and authorize the Purchasing Agent to re-bid the following bid submitted by the Purchasing Agent.

    a. **Bid #B112024 Sale of Recyclable Products**

19. Consider recommending awarding a contract on the following RFP submitted by the Purchasing Agent.

a. RFP #B112019 Lockbox Services for Galveston County

20. Consideration of Budget Amendments submitted by the Budget Officer.

Fiscal Year	Amendment #	Description
2011	**11-112-0802-A**	**Juvenile Justice** – Budget request for three exemptions to the hiring freeze – Juvenile Justice Officers – Positions #2561180044, #2561190023 and #2561190034.
2011	**11-113-0802-B**	**Unlimited Tax Road Bonds, Series 2009A** – Request to budget Change Order No. 1 – R.W. Lucas – transfer funds from Caroline to roads – Precinct #1.
2011	**11-114-0802-C**	**Constable Precinct #7** – Budget request for an exemption to the hiring freeze – Deputy Constable – Position - #2237000002.

21. Consideration of Appointment of a Deputy as submitted by Constable, Precinct Number 7.

22. Consideration of authorizing the County Judge to execute Memorandum of Understanding with the U.S. Coast Guard regarding augmentation of the Galveston County Emergency Operations Center during emergencies submitted by the Emergency Management Coordinator.

23. Consideration of Hurricane Ike items:

    a. Consideration of authorizing execution of Amended Contracts for Sale under the Hazard Mitigation Grant Program submitted by the Emergency Management Coordinator.

    b. Update on Housing Program submitted by Director of Housing.

WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS

WORKSHOP AGENDA

1. Discuss Bond Refinance presented by Louis E. Pauls and associates.

AGENDA ITEM #1

THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE
P O Box 1418
GALVESTON, TEXAS 77553

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, I.T. Systems
LaToya Jordan

Honorable Judge Mark Henry
And Members of the Commissioners' Court
Galveston County Courthouse
Galveston, Texas

July 26, 2011

I hand you the following items for action at the meeting of Commissioners' Court on Tuesday

Submitted by Cliff Billingsley, County Auditor

Approval of Accounts Payable checks dated 8/2/11

Orders for Supplemental Payroll period ending 7/20/11 Bi-Weekly #15

District Clerk's Conversion Review as of March 14, 2011

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000237	**Payee Name: BAKER, STEPHEN W**		
7/18-24/11	1101121000 - 5431301	Justice Administration - Relief Associate Judge	978 50
ARI1100095	1101121000 - 5431301	Justice Administration - Relief Associate Judge	6,417 50
		Warrant Total:	**7,396.00**
Warrant # VW 00000238	**Payee Name: BOB PAGAN FORD INC**		
226119	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	2,877 34
226859	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	212 00
226884	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	106 96
226885	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	55.78
		Warrant Total:	**3,252.08**
Warrant #: VW 00000239	**Payee Name: GALVESTON NEWSPAPERS INC**		
00271543	1101151800 - 5493101	Purchasing Agent - Legal Advertising	276 68
00271545	1101151800 - 5493101	Purchasing Agent - Legal Advertising	271 68
00272579	1101151800 - 5493101	Purchasing Agent - Legal Advertising	269 00
00272581	1101151800 - 5493101	Purchasing Agent - Legal Advertising	264 00
00275017	1101126100 - 5310000	District Clerk - Supplies and Materials	187 08
		Warrant Total:	**1,268.44**
Warrant #: VW 00000241	**Payee Name: SCHWAB-RADCLIFFE, SUZANNE**		
ARI1100094	1101121000 - 5431301	Justice Administration - Relief Associate Judge	3,198.17
		Warrant Total:	**3,198.17**
Warrant #: VW 00345716	**Payee Name: ALL AMERICA SALES CORPORATION**		
59968	1101211143 - 5423000	Patrol Division - Maint/Repairs Equipment	693 75
59990	1101211143 - 5423000	Patrol Division - Maint/Repairs Equipment	612.51
		Warrant Total:	**1,306.26**
Warrant #: VW 00345718	**Payee Name: AMBIUS**		
004846HR311165	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	230 00
		Warrant Total:	**230.00**
Warrant #: VW 00345722	**Payee Name: ARROWHEAD SCIENTIFIC INC**		
50440	1101211131 - 5310000	Identification Division - Supplies and Materials	66 25
		Warrant Total:	**66.25**
Warrant #: VW 00345723	**Payee Name: BACLIFF MUNICIPAL UTILITY DISTRICT**		
10104330 072611	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	47.74
		Warrant Total:	**47 74**
Warrant #: VW 00345724	**Payee Name: BARNETT, STEPHANIE B**		
06CR3516 072211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	299.00
11CR2077 072211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	526 50
		Warrant Total:	**825.50**
Warrant #: VW 00345726	**Payee Name: BAY ENVIRONMENTAL INC.**		
B9248	1101110000 - 5429301	General Government - Nuisance Abatement	900 00
		Warrant Total:	**900.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00345728	**Payee Name: BENNETT, JAMES M**		
11CR0348 072211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	780.00
		Warrant Total:	**780.00**
Warrant #: VW 00345729	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
11CR0949 072011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00345731	**Payee Name: BILL III, ALEX**		
313108 072211	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	292 50
314069 072511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**747.50**
Warrant #: VW 00345733	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL24322	1101170100 - 5423000	Facilities Srvs & Maintenance - Maint/Repairs Equipment	282.21
IL24715	1101170100 - 5423000	Facilities Srvs & Maintenance - Maint/Repairs Equipment	117 02
		Warrant Total:	**399.23**
Warrant #: VW 00345735	**Payee Name: BROWN, ADAM BANKS**		
10CR3088 072711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	208 00
		Warrant Total:	**208.00**
Warrant #: VW 00345737	**Payee Name: BUZBEE PROPERTIES INC**		
ARI1100088	1101123800 - 5426250	Justice Court Pct #8-2 - Rental Office Space	2,611.33
		Warrant Total:	**2,611.33**
Warrant #: VW 00345738	**Payee Name: CAR PARTS AND EQUIPMENT CO INC**		
930728633	1101211133 - 5310001	Sheriff-Corrections - Depart Supplies-Non Cap FFE	549 98
930728962	1101211133 - 5310001	Sheriff-Corrections - Depart Supplies-Non Cap FFE	318 00
		Warrant Total:	**867.98**
Warrant #: VW 00345741	**Payee Name: CARTER, BRIAN**		
303600 061411	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	363.75
		Warrant Total:	**363.75**
Warrant #: VW 00345742	**Payee Name: CDW GOVERNMENT INC**		
XZL9254	1101126100 - 5310000	District Clerk - Supplies and Materials	188 60
XZX0631	1101159100 - 5310000	Information Technology - Supplies and Materials	254 00
XZX9804	1101126100 - 5310000	District Clerk - Supplies and Materials	164.19
		Warrant Total:	**606.79**
Warrant #: VW 00345743	**Payee Name: CEASER, KENDRIC**		
10JV0166 071111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**292.50**
Warrant #: VW 00345744	**Payee Name: CEDAR DRIVE VILLAGE**		
1017 CEDAR DR604	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00345745	**Payee Name: CENTERPOINT ENERGY**		
48091797 072711	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	73.90

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**73.90**
Warrant #: VW 00345746	**Payee Name: CENTERPOINT ENERGY**		
47050000	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	35 77
		Warrant Total:	**35.77**
Warrant #: VW 00345747	**Payee Name: CHAIR TAI CHI**		
BSC2711	1101451110 - 5481000	Senior Citizens - Contract Service	80.00
DSC2711	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
LSC2711	1101451110 - 5481000	Senior Citizens - Contract Service	120 00
		Warrant Total:	**280.00**
Warrant #: VW 00345748	**Payee Name: CHAPMAN, BRANDY**		
JULY 2011 MLG	1101114000 - 5496100	County Clerk - Travel	13 86
		Warrant Total:	**13.86**
Warrant #: VW 00345751	**Payee Name: CITY OF GALVESTON**		
260760	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	91 65
		Warrant Total:	**91.65**
Warrant #: VW 00345752	**Payee Name: CITY OF LA MARQUE**		
256017 SHARLOW	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	78.42
		Warrant Total:	**78.42**
Warrant #: VW 00345753	**Payee Name: CITY OF TEXAS CITY**		
0002457506	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
1253256240	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	59 31
1602866760	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
2017275260	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
2135777676	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	113 00
23299 07/06/2011	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	102 35
24625 84955	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	48.26
		Warrant Total:	**622.92**
Warrant #: VW 00345754	**Payee Name: CITY OF TEXAS CITY**		
1960974052 06221	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	132 65
1961074053 62211	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	209 65
2349182536 06221	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	63 75
		Warrant Total:	**406.05**
Warrant #: VW 00345755	**Payee Name: CLARK, DIANE**		
97FD1359 071211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	123 50
		Warrant Total:	**123.50**
Warrant #: VW 00345761	**Payee Name: COOK, DAVID**		
11CR0115 072711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,632 60
		Warrant Total:	**1,632.60**
Warrant #: VW 00345764	**Payee Name: DB ACQUISITIONS LLC**		
5105 TIMOTHY 3	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00345766	**Payee Name: DERAIMO, JOY L**		
7/17-23/11 TRVL	1101159100 - 5496100	Information Technology - Travel	417 49
7/17-23/11 TRVL	1101159100 - 5496301	Information Technology - Auto Mileage	45 51
		Warrant Total:	**463.00**
Warrant #: VW 00345768	**Payee Name: DIAZ, MARK A**		
11CR1767 070511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
11CR1783 071411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**130.00**
Warrant #: VW 00345769	**Payee Name: DICKINSON IND SCHOOL DISTRICT**		
6/21/11-7/20/11	1101159100 - 5492101	Information Technology - Telephone Expense	436 18
		Warrant Total:	**436.18**
Warrant #: VW 00345771	**Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC**		
9113	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	439 00
9145	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	370 06
		Warrant Total:	**809.06**
Warrant #: VW 00345772	**Payee Name: DONNA BROWN INVESTIGATION & RESEARCH**		
10CR1994 120210	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,446 25
		Warrant Total:	**1,446.25**
Warrant #: VW 00345774	**Payee Name: DUCOTE, JAMES**		
11CR1449 072211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	396 50
		Warrant Total:	**396.50**
Warrant #: VW 00345775	**Payee Name: DUNNE-BURNETT, JENNIFER**		
7/5/11 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	17 76
		Warrant Total:	**17.76**
Warrant #: VW 00345777	**Payee Name: ENTERGY**		
3502451 072611	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	9 20
		Warrant Total:	**9.20**
Warrant #: VW 00345778	**Payee Name: FANNING AND FANNING PLLC**		
11CR0918 071911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**292.50**
Warrant #: VW 00345779	**Payee Name: FAULIN, DOUGLAS E**		
7/13-15/11 CRT R	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	379 92
7/22/11 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	506.56
		Warrant Total:	**886.48**
Warrant #: VW 00345780	**Payee Name: FAUS, SALVADOR**		
11CR1589 072211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	308.75
304437 072111	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	422 50
		Warrant Total:	**731 25**
Warrant #: VW 00345784	**Payee Name: FORT PC, M. BRUCE**		
11JV0128 072211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	773 50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**773.50**
Warrant #: VW 00345786	**Payee Name: FOWLER, JANA K**		
072211 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 64
		Warrant Total:	**126.64**
Warrant #: VW 00345787	**Payee Name: FRAGOSO, SHON C**		
JUNE 2011 MLG	1101114030 - 5496301	Election Expense - Auto Mileage	64 16
		Warrant Total:	**64.16**
Warrant #: VW 00345790	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
711537	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	150 00
711538	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	200 00
		Warrant Total:	**350.00**
Warrant #: VW 00345792	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
VIDEO CABLE CID	1101211121 - 5310000	Sheriff-Criminal Investigation - Supplies and Materials	60 91
		Warrant Total:	**60.91**
Warrant #: VW 00345793	**Payee Name: GALVESTON COUNTY WCID #1**		
0025370 072511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	197 18
24920008 072511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	269 04
2492400 072511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	164 52
		Warrant Total:	**630.74**
Warrant #: VW 00345794	**Payee Name: GALVESTON COUNTY WCID #8**		
120240 071811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	16 01
217300 071411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	57 25
217400 071411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	55 05
2176000 071511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	292 46
		Warrant Total:	**420.77**
Warrant #: VW 00345795	**Payee Name: GAMMA WASTE SYSTEMS**		
28244	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	140.00
		Warrant Total:	**140.00**
Warrant #: VW 00345796	**Payee Name: GELB, JEFFREY**		
11CR0851 072211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 25
316233 072011	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	130 00
JAIL DKT 072211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**1,486.25**
Warrant #: VW 00345798	**Payee Name: GHG CORPORATION**		
19827	1101159100 - 5481000	Information Technology - Contract Service	475 00
		Warrant Total:	**475.00**
Warrant #: VW 00345801	**Payee Name: GRACO MECHANICAL**		
316076	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,945 38
		Warrant Total:	**1,945.38**
Warrant #: VW 00345802	**Payee Name: GRAHAM, CARMEN A**		
11CR1021 072011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Invoice Number	Account Info		Amount
310825 072611	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	227 50
		Warrant Total:	**585.00**
Warrant #: VW 00345803	**Payee Name: GULF COAST CENTURY**		
84128	1101111102 - 5310000	County Commissioner-Pct 2 - Supplies and Materials	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00345809	**Payee Name: HESSE, DAVID C**		
10CR2430 072111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 25
314951 072111	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
		Warrant Total:	**601.25**
Warrant #: VW 00345811	**Payee Name: HOME DEPOT**		
7172589	1101522020 - 5428000	Parks Department - Grounds Maintenance	6 00
		Warrant Total:	**6.00**
Warrant #: VW 00345812	**Payee Name: HOPKE, KURT S**		
10CR2978 062811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	666 25
10CR3002 062811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,137 50
10CR3807 062811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	243 75
11CR0591 062811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
11CR0742 062811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	893 75
		Warrant Total:	**3,298.75**
Warrant #: VW 00345814	**Payee Name: HVAC MECHANICAL SERVICES OF TEXAS LTD**		
000054375	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	10,769 70
		Warrant Total:	**10,769.70**
Warrant #: VW 00345815	**Payee Name: IBRAHIM & ELLIOTT LLP**		
11CR1152 072011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	146 25
		Warrant Total:	**146.25**
Warrant #: VW 00345819	**Payee Name: JAMES CROWDER FUNERAL HOME INC**		
JUNE 2011 SVCS	1101440100 - 5496170	Community Services - Transporation-Medical Examiner	5,050 00
		Warrant Total:	**5,050.00**
Warrant #: VW 00345821	**Payee Name: JAROTH INC**		
283223	1101159100 - 5492101	Information Technology - Telephone Expense	78 00
		Warrant Total:	**78.00**
Warrant #: VW 00345823	**Payee Name: JONES, STACEY LEE**		
11CR1086 072211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
ARI1100089	1101127100 - 5481000	District Attorney - Contract Service	3,599 75
		Warrant Total:	**4,184.75**
Warrant #: VW 00345826	**Payee Name: KAUFMANN, CHARLES R**		
11CR0527 072511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585.00
		Warrant Total.	**585.00**
Warrant #: VW 00345828	**Payee Name: KIESCHNICK, JONATHAN C**		
11CR0889 072711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
		Warrant Total:	**552.50**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00345831	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1459 051811	1101451110 - 5310000	Senior Citizens - Supplies and Materials	347 86
1559	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,220.94
		Warrant Total:	**1,568.80**
Warrant #: VW 00345832	**Payee Name: KLEEN KUT LANDSCAPE SERVICE**		
JUL 2011 SRVC	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	8,800 00
		Warrant Total:	**8,800.00**
Warrant #: VW 00345833	**Payee Name: KONE INC**		
150524435	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	51 92
1505244434	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	102 74
		Warrant Total:	**154.66**
Warrant #: VW 00345834	**Payee Name: KROGER CO, THE**		
065994	1101610200 - 5310000	County Extension - Supplies and Materials	145 15
171304	1101610200 - 5310000	County Extension - Supplies and Materials	93 23
211312	1101610200 - 5310000	County Extension - Supplies and Materials	164 47
226356	1101610200 - 5310000	County Extension - Supplies and Materials	48 67
		Warrant Total:	**451.52**
Warrant #: VW 00345835	**Payee Name: LAIRD & ASSO PLLC**		
JAIL DKT 072211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00345836	**Payee Name: LAIRD & ASSO PLLC**		
311237 061511	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00345837	**Payee Name: LANSDOWNE MOODY CO LP**		
IW65544A	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	287 97
		Warrant Total:	**287.97**
Warrant #: VW 00345838	**Payee Name: LAW OFFICE OF CHRISTOPHER JOHNSEN**		
MH3960 071211	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH3963 071211	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
		Warrant Total:	**350.00**
Warrant #: VW 00345839	**Payee Name: LAW OFFICE OF CS HALL PLLC**		
10CR3722 072611	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	617 50
		Warrant Total:	**617.50**
Warrant #. VW 00345840	**Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC**		
10CR3347 072611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
312754 072711	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	325 00
		Warrant Total:	**812.50**
Warrant #: VW 00345841	**Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC**		
09CR3739 072211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
10CR3273 070811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260.00
		Warrant Total:	**585.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00345842	**Payee Name: LAW OFFICE OF ROBERT H TUTHILL**		
309880 072211	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	243 75
		Warrant Total:	**243.75**
Warrant #: VW 00345843	**Payee Name: LEATHERS, BILL**		
02CR2691 072711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**357.50**
Warrant #: VW 00345847	**Payee Name: LEWIS, VICKI**		
11FD0809	1101000000 - 2460024	General Fund - District Clerk Investigator	600 00
11FD0866	1101000000 - 2460024	General Fund - District Clerk Investigator	600 00
11FD1266	1101000000 - 2460024	General Fund - District Clerk Investigator	600 00
		Warrant Total:	**1,800.00**
Warrant #: VW 00345849	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
JUN 11 JP8-1 FEE	1101000000 - 2291011	General Fund - Due to Collection Agency	4,067 76
		Warrant Total:	**4,067.76**
Warrant #: VW 00345850	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
JUN 11 JP8-2 FEE	1101000000 - 2291011	General Fund - Due to Collection Agency	581 41
		Warrant Total:	**581.41**
Warrant #: VW 00345851	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
JUN 11 JP3 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	6,126 81
		Warrant Total:	**6,126.81**
Warrant #: VW 00345852	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
JUN 11 JP4 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	777 75
		Warrant Total:	**777.75**
Warrant #: VW 00345854	**Payee Name: LONGCOY, TINA**		
072011 SUPPLIES	1101126100 - 5310000	District Clerk - Supplies and Materials	28 05
		Warrant Total:	**28.05**
Warrant #: VW 00345855	**Payee Name. LOS CABOS APTS.**		
2020 36TH 508	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00345856	**Payee Name: LOUNDS, DONALD**		
TOLL/PARKING RMB	1101127100 - 5496100	District Attorney - Travel	18 80
		Warrant Total:	**18.80**
Warrant #: VW 00345858	**Payee Name: M FOX CURL AND ASSOCIATES PC**		
313582 072711	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	115 70
		Warrant Total:	**115.70**
Warrant #: VW 00345859	**Payee Name: MABES HAULING**		
6344	1101522020 - 5428000	Parks Department - Grounds Maintenance	255 00
		Warrant Total:	**255.00**
Warrant # VW 00345860	**Payee Name: MAINLAND PHARMACY**		
021061 053111	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	132 89

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Invoice Number	Account Info		Amount
		Warrant Total:	**132.89**
Warrant #: VW 00345862	**Payee Name: MALONEY & PARKS LLP**		
06CR3548 072111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
11CR1460 072511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**715.00**
Warrant #: VW 00345863	**Payee Name: MARION, WILLIAM DAVID**		
08CP0070 070711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	52 00
10CP0093 070711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	45 50
10CP0099 070711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	39 00
11CP0016 070711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	39 00
11CP0041 071311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	91 00
11CP0055 071311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
11CP0056 072111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	364 00
11JV0028 072611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,072 50
		Warrant Total:	**1,800.50**
Warrant #: VW 00345864	**Payee Name: MARTY'S CITY AUTO INC**		
2651	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	664 10
		Warrant Total:	**664.10**
Warrant #: VW 00345865	**Payee Name: MAUZY, BRUCE**		
11CR1456 072111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
314795 072211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	65.00
		Warrant Total:	**292.50**
Warrant #: VW 00345867	**Payee Name: MCGUIRE, DONNA HAGOOD**		
072611 CRT RPT	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,704 00
10CR1215 072611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	196 00
		Warrant Total:	**1,900.00**
Warrant #: VW 00345869	**Payee Name: MELAMED, SANFORD**		
98CR1392 072211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	581 62
		Warrant Total:	**581.62**
Warrant #: VW 00345870	**Payee Name: MILLS SHIRLEY LLP**		
531907	1101443100 - 5413000	Indigent Care & Medication - Prof Serv Legal Fees	251 50
		Warrant Total:	**251 50**
Warrant #: VW 00345872	**Payee Name: MONROE SYSTEMS FOR BUSINESS INC**		
56231A	1101151300 - 5310000	County Auditor - Supplies and Materials	679 11
		Warrant Total:	**679.11**
Warrant #: VW 00345873	**Payee Name: MOODY NATIONAL BANK**		
APR 2011 REMOTE	1101151500 - 5481000	Tax Assessor Collector - Contract Service	101 30
MAY 2011 LOCKBOX	1101151500 - 5481000	Tax Assessor Collector - Contract Service	2,072.72
MAY 2011 REMOTE	1101151500 - 5481000	Tax Assessor Collector - Contract Service	58 30
		Warrant Total:	**2,232.32**
Warrant #: VW 00345874	**Payee Name: MULTI SERVICE CORPORATION**		
583300	1101127100 - 5310000	District Attorney - Supplies and Materials	169 42

Galveston County, Texas

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Invoice Number	Account Info		Amount
		Warrant Total:	**169.42**
Warrant #: VW 00345878	**Payee Name: NAJER, MAURICE**		
11CR0578 071511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,023 75
		Warrant Total:	**1,023.75**
Warrant #: VW 00345879	**Payee Name: NATIONAL COUNCIL ON THE AGING**		
NCOA/NISC FEE 11	1101451110 - 5700000	Senior Citizens - Capital Outlay	2,900.00
		Warrant Total:	**2,900.00**
Warrant #: VW 00345880	**Payee Name: NELSON, ERIK**		
02CR1540 072111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	244 75
		Warrant Total:	**244.75**
Warrant #: VW 00345881	**Payee Name: NEOPOST USA INC**		
13498578	1101159100 - 5310000	Information Technology - Supplies and Materials	36 89
13498580	1101159100 - 5310000	Information Technology - Supplies and Materials	29 90
		Warrant Total:	**66.79**
Warrant #: VW 00345890	**Payee Name: ONE OAKELAKE IV LLC**		
2247 CIBOLA RD	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00345891	**Payee Name: ONEOK INC**		
117946945 072211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	33 69
1405266 072211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 00
141057664 072211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 00
163076745 072211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	45 84
164634518 071811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	20 61
165199073 071811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	3,049.90
165339436 071811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	1,314 73
235817809 071811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	61.72
		Warrant Total:	**4,556.49**
Warrant #: VW 00345893	**Payee Name: OTIS ELEVATOR CO CORP**		
TG04457811	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	2,774 82
		Warrant Total:	**2,774.82**
Warrant #: VW 00345894	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975435113	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	80 00
3975435323	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	90 00
3975435631	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	12 92
		Warrant Total:	**182.92**
Warrant #: VW 00345895	**Payee Name: OZARKA NATURAL SPRING WATER**		
01F0122852577	1101123700 - 5310000	Justice Court Pct #7 - Supplies and Materials	11 98
		Warrant Total:	**11.98**
Warrant #: VW 00345896	**Payee Name: PADGETT, CURTISS**		
4404 18TH ST	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00345897	**Payee Name: PALMER, MICHAEL**		
310559 072611	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00345898	**Payee Name: PARKS, TAMRA**		
072111 405TH DC	1101121000 - 5431121	Justice Administration - Court Reporter Expense	253 28
		Warrant Total:	**253.28**
Warrant #: VW 00345901	**Payee Name: PESTMASTER SERVICES INC**		
6849	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
8461	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
8462	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8463	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8464	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8465	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
8466	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8467	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
8468	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8470	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8471	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8472	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 11
8473	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8474	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16
8525	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8526	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
8542	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	59 75
8551	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
8552	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
8558	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
8559	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
8581	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44.95
8582	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
8583	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39.81
8584	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8586	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8587	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250.36
8592	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
		Warrant Total:	**3,095.10**
Warrant #: VW 00345902	**Payee Name: PIER SYSTEMS INC**		
3543	1101291010 - 5481000	Emergency Management - Contract Service	2,100 00
		Warrant Total:	**2,100.00**
Warrant #: VW 00345903	**Payee Name: PORT SUPPLY**		
9079	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	58 73
9986	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	53 02
9987	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	25.89
		Warrant Total:	**137.64**
Warrant #: VW 00345904	**Payee Name: REED ELSEVIER INC**		
1106114226	1101123110 - 5310000	Justice Court Pct #1 - Supplies and Materials	59 00
		Warrant Total:	**59.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00345906	**Payee Name: ROELL, HOLLY C**		
05CR0648 072611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
		Warrant Total:	**552.50**
Warrant #: VW 00345908	**Payee Name: RUSSELL, GREG**		
JAIL DKT 072211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00345909	**Payee Name: SADLER, ANDREA**		
310539 070811	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	276 25
		Warrant Total:	**276.25**
Warrant #: VW 00345912	**Payee Name: SCHWAB, TAYLOR**		
10CR3342 071411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	247 00
310255 072111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	448 50
		Warrant Total:	**695.50**
Warrant #: VW 00345914	**Payee Name: SEARS & BENNETT LLP**		
10CR2234 070111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	5,697 69
		Warrant Total:	**5,697.69**
Warrant #: VW 00345915	**Payee Name: SEARS ROEBUCK AND COMPANY**		
T262383	1101610200 - 5310000	County Extension - Supplies and Materials	199 99
		Warrant Total:	**199.99**
Warrant #: VW 00345917	**Payee Name: SHERMAN WATKINS PLLC**		
308861 072611	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	130.00
		Warrant Total:	**130.00**
Warrant #: VW 00345918	**Payee Name: SIRCHIE FINGERPRINT LAB**		
0041587IN	1101114000 - 5310000	County Clerk - Supplies and Materials	121 25
		Warrant Total:	**121.25**
Warrant #: VW 00345919	**Payee Name: SMITH, JAMES DENNIS**		
11CR0183 072711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
11CR0207 072911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
11CR0971 072711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325.00
		Warrant Total:	**1,300.00**
Warrant #: VW 00345923	**Payee Name: SPRING GLASS & MIRROR LTD**		
34204	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	420.00
		Warrant Total:	**420.00**
Warrant #: VW 00345927	**Payee Name: STREAM ENERGY**		
1175592603 JULY5	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
1196634965	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**200.00**
Warrant #: VW 00345929	**Payee Name: SULLIVAN, DWIGHT D**		
301476 032511	1101000010 - 4414012	General Government - County Clerk Refund of Fees	249.00
		Warrant Total:	**249.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00345930	**Payee Name: SUMMERLIN PLLC, ROBERT E**		
313210 071511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	178 75
		Warrant Total:	**178 75**
Warrant #: VW 00345931	**Payee Name: SUN COAST RESOURCES INC**		
90956517	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
90956518	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
90956520	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
90970850	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	5,178 46
90975685	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	4,112 08
90978538	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	5,104 45
90978555	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	1,849.40
		Warrant Total:	**16,394.39**
Warrant #: VW 00345937	**Payee Name: TEXAS STATE UNIVERSITY SAN MARCOS**		
080911 BROWN	1101121000 - 5495100	Justice Administration - Education	100 00
080911 BURNS A	1101121000 - 5495100	Justice Administration - Education	100.00
		Warrant Total:	**200.00**
Warrant #: VW 00345939	**Payee Name: THOMA, JOHN**		
11CR0508 072211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	810 00
		Warrant Total:	**810.00**
Warrant #: VW 00345941	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100000821381	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	77 38
100006221617	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
100016014305	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
100016459121	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	61 72
900004071811 07	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100.00
900005191598	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	77 50
		Warrant Total:	**516.60**
Warrant #: VW 00345943	**Payee Name: UNITED PARCEL SERVICE**		
0000135W56281	1101159100 - 5481000	Information Technology - Contract Service	14 13
0000135W56291	1101159100 - 5481000	Information Technology - Contract Service	16 02
0000135W65271	1101159100 - 5481000	Information Technology - Contract Service	45 73
000014217W271	1101159100 - 5481000	Information Technology - Contract Service	38.90
000014217W281	1101159100 - 5481000	Information Technology - Contract Service	22 45
0000148037271	1101159100 - 5481000	Information Technology - Contract Service	24 06
		Warrant Total:	**161.29**
Warrant #: VW 00345946	**Payee Name: WEBER, WINIFRED B**		
JAIL DKT 071511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00345947	**Payee Name: WEST PUBLISHING CORPORATION**		
823089561	1101126100 - 5317000	District Clerk - Books & Periodicals	68.00
		Warrant Total:	**68.00**
Warrant #: VW 00345948	**Payee Name: WILMORE, ELLA L**		
GCO513111	1101111000 - 5499231	County Judge - Meeting Expense	250 00

Galveston County, Texas

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Invoice Number	Account Info		Amount
		Warrant Total:	**250.00**
Warrant #: VW 00345949	**Payee Name: ZENDEH DEL AND ASSOCIATES PLLC**		
311874 072111	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	308.75
		Warrant Total:	**308.75**
		FUND 1101 TOTAL:	**154,165.84**

FUND: 2101 Cnty Records Mgt & Preservatio

Warrant #: VW 00345882	**Payee Name: NOVELLI JR, ROSS**		
ARI1100092	2101116020 - 5481000	County Records Management - Contract Service	5,000 00
		Warrant Total:	**5,000.00**
		FUND 2101 TOTAL:	**5,000.00**

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00345932	**Payee Name: SYMANTEC CORPORATION**		
1130712445	2102114020 - 5750000	County Clerk Records Mangement - Capital Outlay-Technolog	995 00
		Warrant Total:	**995.00**
		FUND 2102 TOTAL:	**995.00**

FUND: 2103 Election Srvs Contract Fund

Warrant #: VW 00345805	**Payee Name: HART INTERCIVIC**		
045822	2103114031 - 5310001	Election Services Contract Fd - Depart Supplies-Non Cap F	11,275 00
045822	2103114031 - 5701401	Election Services Contract Fd - Rcrds/Voting Mach Capital	21,000 00
		Warrant Total:	**32,275.00**
		FUND 2103 TOTAL:	**32,275.00**

FUND: 2121 Donations To Galveston County

Warrant #: VW 00345883	**Payee Name: NRG ENERGY INC**		
60983244 MARTINE	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	139 13
78259421 CHAMBER	2121443141 - 5421304	Social Services Donations - Reliant CARE-Summer Relief	300 00
		Warrant Total:	**439.13**
		FUND 2121 TOTAL:	**439.13**

FUND: 2131 DA Contraband Acct Aft 10/89

Warrant #: VW 00345926	**Payee Name: STATE BAR OF TEXAS**		
12081 TO 082511	2131127132 - 5495112	DA Contraband Acct Aft 10/89 - Training	105 00
		Warrant Total:	**105.00**

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Invoice Number	Account Info		Amount
		FUND 2131 TOTAL:	**105.00**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00345721 **Payee Name: AMERSON, RODGER DAN**

10FD3236 071911	2212125300 - 5432011	Mediation Services - Mediation Services	200 00
		Warrant Total:	**200.00**

Warrant #: VW 00345938 **Payee Name: THE ENOS LAW FIRM P.C.-SASE**

10FD0565 071311	2212125300 - 5432011	Mediation Services - Mediation Services	90 00
		Warrant Total:	**90.00**
		FUND 2212 TOTAL:	**290.00**

FUND: 2216 Probate Court Contributions Fd

Warrant #: VW 00345933 **Payee Name: TEXAS COLLEGE OF PROBATE JUDGES**

9/7-10/11 CAVAZO	2216122320 - 5495100	Probate Court Contributions - Education	375 00
9/7-10/11 DIAZ	2216122320 - 5495100	Probate Court Contributions - Education	375 00
9/7-10/11 EWING	2216122320 - 5495100	Probate Court Contributions - Education	375 00
9/7-10/11 GRANDY	2216122320 - 5495100	Probate Court Contributions - Education	375 00
9/7-10/11 LEE	2216122320 - 5495100	Probate Court Contributions - Education	375.00
9/7-10/11 SULLIV	2216122320 - 5495100	Probate Court Contributions - Education	375 00
9/7-10/11 WELSH	2216122320 - 5495100	Probate Court Contributions - Education	375 00
		Warrant Total:	**2,625.00**
		FUND 2216 TOTAL:	**2,625.00**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00345715 **Payee Name: ALERE TOXICOLOGY SERVICES INC.**

763033	2220255101 - 5481000	Adult Probation - Contract Service	2,382 00
		Warrant Total:	**2,382.00**

Warrant #: VW 00345725 **Payee Name: BAY AREA RECOVERY CENTER**

G1058	2220255101 - 5481000	Adult Probation - Contract Service	300 00
		Warrant Total:	**300.00**

Warrant #: VW 00345944 **Payee Name: USA MOBILITY WIRELESS INC**

U7977738G	2220255101 - 5492220	Adult Probation - Equipment - Adult Probation	36 60
		Warrant Total:	**36.60**
		FUND 2220 TOTAL:	**2,718.60**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00345831 **Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**

1569	2230256118 - 5313100	Detention - Cleaning & Household Supplies	1,130 81

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Invoice Number	Account Info		Amount
		Warrant Total:	**1,130.81**
Warrant #: VW 00345866	**Payee Name: MAXWELL, BONITA G**		
JULY 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	126 54
		Warrant Total:	**126.54**
		FUND 2230 TOTAL:	**1,257.35**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000240	**Payee Name: KEYWORTHS HARDWARE INC**		
000183326	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	9 16
000183775	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	14 85
000184314	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	8 98
		Warrant Total:	**32.99**
Warrant #: VW 00345717	**Payee Name: ALWAYS SAFETY AND 1ST AID INC**		
27653	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	424 75
27718	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	131.40
		Warrant Total:	**556.15**
Warrant #: VW 00345727	**Payee Name: BAYGAS INC**		
8981	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	86.72
		Warrant Total:	**86.72**
Warrant #: VW 00345749	**Payee Name: CHERRY CRUSHED CONCRETE**		
136138	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	4,230 88
136354	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	4,506 05
136475	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	4,891 47
136481	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,059 95
		Warrant Total:	**16,688.35**
Warrant #: VW 00345757	**Payee Name: CLEVELAND ASPHALT PRODUCTS INC**		
9343	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	10,921 59
9348	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	10,090 32
		Warrant Total:	**21,011.91**
Warrant #: VW 00345767	**Payee Name: DIAMOND HYDRAULICS INC**		
044150	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	675 14
G44150	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	675 14
		Warrant Total:	**1,350.28**
Warrant #: VW 00345804	**Payee Name: H R M SUPPLY**		
348745	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	237 80
		Warrant Total:	**237 80**
Warrant #: VW 00345810	**Payee Name: HI-WAY EQUIPMENT COMPANY LLC**		
H28933	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	19 97
		Warrant Total:	**19.97**
Warrant #: VW 00345811	**Payee Name: HOME DEPOT**		

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Invoice Number	Account Info		Amount
2144499	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	159 94
		Warrant Total:	**159.94**
Warrant #: VW 00345830	**Payee Name: KIWI TIRE SHOP**		
1466	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	45 00
		Warrant Total:	**45.00**
Warrant #: VW 00345844	**Payee Name: LEHIGH SAFETY SHOE CO LLC**		
374157	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	84 59
		Warrant Total:	**84.59**
Warrant #: VW 00345845	**Payee Name: LEHIGH SAFETY SHOE CO LLC**		
374154	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	84 59
374155	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	84.59
374156	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	84.59
374159	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	84 59
374160	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	59 98
374161	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	84 59
374162	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	88 19
374163	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	88 19
374164	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	76 49
374165	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
374166	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	84 59
374167	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
374168	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
374169	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	84 59
374755	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	88 19
374756	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
374758	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	84 59
533514	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
533515	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
533517	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
533518	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	84 59
533519	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
533583	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
533584	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
616952	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
616963	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
616964	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
616965	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
617133	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
		Warrant Total:	**2,422.25**
Warrant #: VW 00345848	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
178693	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
178696	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
178699	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**43.50**
Warrant #: VW 00345875	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
47996	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	72 55
47997	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	77 75
48757	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	72 00

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Invoice Number	Account Info		Amount
49006	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	96.50
49009	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	72 66
49010	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	77 75
		Warrant Total:	**469.21**

Warrant #: VW 00345894 **Payee Name: OWEN ELECTRIC SUPPLY**

3975435401	2301312110 - 5424000	Administration - Maint & Repairs Buildings	288 32
3975435517	2301312110 - 5424000	Administration - Maint & Repairs Buildings	131 18
		Warrant Total:	**419.50**

Warrant #: VW 00345895 **Payee Name: OZARKA NATURAL SPRING WATER**

01G0122815046	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	76 18
		Warrant Total:	**76.18**

Warrant #: VW 00345899 **Payee Name: PAT'S**

00027111	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	29 00
		Warrant Total:	**29.00**

Warrant #: VW 00345910 **Payee Name: SANTA FE AUTO PARTS INC**

59177	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	466 17
		Warrant Total:	**466.17**

Warrant #: VW 00345922 **Payee Name: SOUTHWEST T & I INC**

1895508	2301312110 - 5481000	Administration - Contract Service	487 20
1895630	2301312110 - 5481000	Administration - Contract Service	227 36
		Warrant Total:	**714.56**

Warrant #: VW 00345931 **Payee Name: SUN COAST RESOURCES INC**

90975684	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	7,321 51
90976592	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	9,893 66
90976868	2301312120 - 5315010	FM & Lateral Road - Oils and Lubricants	1,402 50
		Warrant Total:	**18,617.67**

Warrant #: VW 00345940 **Payee Name: TUBING AND METRICS HYDRAULICS INC**

62493	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	32 53
62588	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	219 92
		Warrant Total:	**252.45**

FUND 2301 TOTAL: 63,784.19

FUND: 2370 Flood Control Fund

Warrant #: VW 00000240 **Payee Name: KEYWORTHS HARDWARE INC**

000183161	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	164 19
		Warrant Total:	**164.19**

Warrant #: VW 00345749 **Payee Name: CHERRY CRUSHED CONCRETE**

1001244	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	514 78
		Warrant Total:	**514.78**

Warrant #: VW 00345861 **Payee Name: MAINLAND TOOL AND SUPPLY INC**

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Invoice Number	Account Info		Amount
0137125802	2370296121 - 5426100	Seawall Maintenance - Equipment Rental/Lease	195 30
		Warrant Total:	**195.30**
Warrant #: VW 00345894	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975435176	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	385 01
3975435219	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	277.11
3975435238	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	55 75
3975435254	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	35 06
3975435306	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	135 09
		Warrant Total:	**888.02**
Warrant #: VW 00345895	**Payee Name: OZARKA NATURAL SPRING WATER**		
01G0122815095	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	153 88
		Warrant Total:	**153.88**
Warrant #: VW 00345913	**Payee Name: SEABREEZE CULVERT INC**		
33104	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	425 91
		Warrant Total:	**425.91**
Warrant #: VW 00345920	**Payee Name: SOUTH HOUSTON CONCRETE PIPE INC**		
131327	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	750 00
		Warrant Total:	**750.00**
		FUND 2370 TOTAL:	**3,092.08**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000240	**Payee Name: KEYWORTHS HARDWARE INC**		
000183113	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00345739	**Payee Name: CARDINAL TRACKING INC**		
97315	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	24 41
		Warrant Total:	**24.41**
Warrant #: VW 00345758	**Payee Name: COFEJO HARDWARE INC**		
267669	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	27 29
		Warrant Total:	**27.29**
Warrant #: VW 00345931	**Payee Name: SUN COAST RESOURCES INC**		
90977866	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	648 45
		Warrant Total:	**648.45**
Warrant #: VW 00345934	**Payee Name: TEXAS DEPARTMENT OF AGRICULTURE**		
2011 PA400 RIGSB	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	12 00
		Warrant Total:	**12.00**
		FUND 2410 TOTAL:	**722.15**

FUND: 2501 Child Welfare Fund

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Invoice Number	Account Info		Amount
Warrant #: VW 00345759	**Payee Name: COLE, LISA M**		
6/24/11 DONATION	2501000000 - 2460025	Child Welfare - Deposits Held- CPS Donations	145 00
		Warrant Total:	**145.00**
Warrant #: VW 00345820	**Payee Name: JAMES, CALVIN**		
PETTY CASH RMB	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	20 00
		Warrant Total:	**20.00**
Warrant #: VW 00345907	**Payee Name: ROSS**		
5736	2501443300 - 5312100	Child Welfare - Clothing Expense	167 88
		Warrant Total:	**167.88**
		FUND 2501 TOTAL:	**332.88**

FUND: 2601 Beach & Parks Fund

Warrant #: VW 00345824	**Payee Name: JRL SERVICES LLC**		
100592	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100593	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100595	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100596	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
		Warrant Total:	**8,200.00**
Warrant #: VW 00345825	**Payee Name: JRL SERVICES LLC**		
100594	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050.00
100597	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
		Warrant Total:	**4,100.00**
Warrant #: VW 00345900	**Payee Name: PENINSULA SANITATION SERVICE INC**		
57345	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	900 00
		Warrant Total:	**900.00**
Warrant #: VW 00345925	**Payee Name: SPRINT WASTE SERVICES LP**		
167541	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	435 01
		Warrant Total:	**435.01**
		FUND 2601 TOTAL:	**13,635.01**

FUND: 2824 Adult Probation Community

Warrant #: VW 00345725	**Payee Name: BAY AREA RECOVERY CENTER**		
G1058	2824255111 - 5481000	Special Substance Abuse - Contract Service	50 00
		Warrant Total:	**50.00**
		FUND 2824 TOTAL:	**50.00**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00345797	**Payee Name: GEN-DIAGNOSTICS INC**		
31659	2841256111 - 5412301	State Aid Grant A - Drug Screening	1,074 75

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Invoice Number	Account Info	Amount
	Warrant Total:	**1,074.75**
	FUND 2841 TOTAL:	**1,074.75**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00345945 **Payee Name: UTMB**

021	2848256143 - 5481000 Commitment Reduction Program C - Contract Service	10,182 00
	Warrant Total:	**10,182.00**
	FUND 2848 TOTAL:	**10,182.00**

FUND: 2893 HMGP - IKE

Warrant #: VW 00345734 **Payee Name: BROUSSARD, HARRY L.**

R178196/R178197	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	27,111 97
	Warrant Total:	**27,111.97**

Warrant #: VW 00345760 **Payee Name: CONNOLLY, THOMAS**

R172874/R172873	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	63,355 50
	Warrant Total:	**63,355.50**

Warrant #: VW 00345763 **Payee Name: CRENSHAW, ESTATE OF ROSA D.**

R176881	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	9,049 25
	Warrant Total:	**9,049.25**

Warrant #: VW 00345765 **Payee Name: DEASY, MIKE & KATHIE**

R178055	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	19,414 75
	Warrant Total:	**19,414.75**

Warrant #: VW 00345781 **Payee Name: FAZELIMANESH, ARDESHIN & KAREN D**

R178188	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	32,330 46
	Warrant Total:	**32,330.46**

Warrant #: VW 00345782 **Payee Name: FISCHER, JOHN & SHIRLEY**

R172872	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	32,858.00
	Warrant Total:	**32,858.00**

Warrant #: VW 00345783 **Payee Name: FLINT, EDWARD**

R172200	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	65,000.00
	Warrant Total:	**65,000.00**

Warrant #: VW 00345785 **Payee Name: FORTENBERRY, DAVID & SANDY**

R389032	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	63,418 00
	Warrant Total:	**63,418.00**

Warrant #: VW 00345788 **Payee Name: FREEMAN, BILL & PATRICIA**

R179430	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	30,721 75
	Warrant Total:	**30,721.75**

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Invoice Number	Account Info		Amount
Warrant #: VW 00345799	**Payee Name: GIOSSI, DAVID**		
R172205	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	64,388 65
		Warrant Total:	**64,388.65**
Warrant #: VW 00345800	**Payee Name: GOLDEN, DEWEY KENT**		
R177517	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	17,747 88
		Warrant Total:	**17,747.88**
Warrant #: VW 00345807	**Payee Name: HEBERT, ANNE K.**		
R180588	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	65,000 00
		Warrant Total:	**65,000.00**
Warrant #: VW 00345808	**Payee Name: HENLEY, TERRY**		
R180589	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	38,255 50
		Warrant Total:	**38,255.50**
Warrant #: VW 00345813	**Payee Name: HUSBAND, GUY B & CHAROLETTE**		
R172217	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	193,138 15
		Warrant Total:	**193,138.15**
Warrant #: VW 00345829	**Payee Name: KIRKPATRICK, HENRY H.**		
R177090	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	25,696 50
		Warrant Total:	**25,696.50**
Warrant #: VW 00345871	**Payee Name: MIRANDA, DAVID & LESLIE**		
R177613	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	20,416 92
		Warrant Total:	**20,416.92**
Warrant #: VW 00345884	**Payee Name: OEHLERS, EDDIE G & BETTI LANELL**		
R177230	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	37,000 50
		Warrant Total:	**37,000.50**
Warrant #: VW 00345892	**Payee Name: ORLANDI, MARC AND CHERYL**		
R172195	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	44,530 50
		Warrant Total:	**44,530.50**
Warrant #: VW 00345905	**Payee Name: ROBB, ALAN ALEXANDER**		
R216772	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	37,000 50
		Warrant Total:	**37,000.50**
Warrant #: VW 00345911	**Payee Name: SCHOEMAN, CARY**		
R172893	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	42,005.56
		Warrant Total:	**42,005.56**
Warrant #: VW 00345921	**Payee Name: SOUTH LAND TITLE LLC**		
R125377 BALANCE	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	94,501 50
R170271/R181361	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	375 00
		Warrant Total:	**94,876.50**
		FUND 2893 TOTAL:	**1,023,316.84**

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Invoice Number	Account Info		Amount
FUND: 2914	**CDBG Housing Program**		
Warrant #: VW 00345714		**Payee Name: ACS STATE & LOCAL SOLUTIONS INC**	
668583	2914152500 - 5519050	Administration - ACS Fixed Fee	61,985 00
668583	2914152500 - 5519051	Administration - ACS Labor	585,850 25
668583	2914152512 - 5519030	Ownr-Occupied Reconstruction - Unit Cst-Initial Insp	49,955 00
668583	2914152512 - 5519031	Ownr-Occupied Reconstruction - Unit Cst-Prog Insp	37,830 00
668583	2914152512 - 5519032	Ownr-Occupied Reconstruction - Unit Cst-Final Insp	2,310 00
668583	2914152512 - 5519033	Ownr-Occupied Reconstruction - Unit Cst-Envr Review	27,572 00
668583	2914152512 - 5519034	Ownr-Occupied Reconstruction - Unit Cst - Hist Review	18,142 00
668583	2914152512 - 5519035	Ownr-Occupied Reconstruction - Unit Cst-Closing Svc	28,210 00
668583	2914152512 - 5519037	Ownr-Occupied Reconstruction - Unit Cst-Rec Fees	1,798 00
668583	2914152540 - 5519052	Project Delivery - Prj Deliv-Tax & Parcel ID	33 00
668583	2914152540 - 5519053	Project Delivery - Proj Delivery-Ident Verific	378 00
668583	2914152540 - 5519055	Project Delivery - Proj Delivery-Full Title Srch	1,278 00
668583	2914152540 - 5519059	Project Delivery - Prj Deliv-Fld Det-manual	1,029.00
		Warrant Total:	**816,370 25**
Warrant #: VW 00345719		**Payee Name: AMERICAN HOME BUILDERS INC.**	
DR11810RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,636.26
GG10813RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,467 50
JA1131502	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,020 56
JA1131502	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,205 60
KH1125602	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,113 23
KH1125602	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,132 27
LC1071303	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,309 51
LC1071303	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,095 06
LH1066103	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,176 20
LH1066103	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	71,762.00
MA1067102	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,775 79
MA1067102	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	47,757 92
MP1085403	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,092 26
MP1085403	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	60,922 66
RD1271801	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,399 29
RD1271801	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,992 93
TH11301RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,778 71
		Warrant Total:	**328,864.07**
Warrant #: VW 00345720		**Payee Name: AMERICAN HOMESTAR CORPORATION**	
1008B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	9,291 01
1010B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	9,553 12
1010B RODRIGUEZ	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	9,435 10
1014B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	9,524 02
1023	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-10,386 75
1023	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	103,867 51
		Warrant Total:	**131,284.01**
Warrant #: VW 00345730		**Payee Name: BGB INTERESTS LP**	
116741	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-2,558 94
116741	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	25,589 40
118071	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-2,900 07
118071	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	29,000 74
121331	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,353 70

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Invoice Number	Account Info		Amount
121331	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,536 97
		Warrant Total:	**79,314.40**

Warrant #: VW 00345736 **Payee Name: BURGHLI HOMES PROMENADE HOMES JV**

10710RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,688 84
1074566	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-7,919 27
1074566	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	58,942 74
1074566	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	20,250 00
10810RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	10,579 58
10910RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,032 30
11010R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,918 06
113 100 CE	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-73 00
113 100 CE	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	3,754 88
11397100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,032 33
11397100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,323 27
11447100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,807.41
11447100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	38,074 13
1162333	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,654 72
1162333	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	18,397 18
1162333	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	18,150 00
1187933	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,780 08
1187933	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,800 79
1209933	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,016 90
1209933	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	30,169 00
1232133	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,138 73
1232133	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,387 33
1259033	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,408.65
1259033	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	19,236 45
1259033	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	24,850 00
		Warrant Total:	**360,723.46**

Warrant #: VW 00345773 **Payee Name: DSW HOMES LLC**

210719	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	5,677 89
211460	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	6,360 10
212017	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	5,968 25
		Warrant Total:	**18,006.24**

Warrant #: VW 00345817 **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**

0002221 072211	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	5,174 00
22039 070611	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	4,485 00
22066 072111	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,498 00
22127 072211	2914152511 - 5519020	Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst	1,821 00
22196 071211	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,758 00
22202 071411	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	2,504 00
22205 072111	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,284 00
22207 072011	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,758 00
22213 072211	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	4,257 00
22231 072111	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,293 00
22233 072511	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	877 00
22246 072511	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	964 00
22271 072611	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	986 00
22275 072611	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,484 00
22282 072711	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	3,054 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**33,197.00**
Warrant #: VW 00345924	**Payee Name: SPRINT SPECTRUM LP**		
384104405	2914152500 - 5310001	Administration - Depart Supplies-Non Cap FFE	417 82
		Warrant Total:	**417.82**
Warrant #: VW 00345928	**Payee Name: SULLIVAN LAND SERVICES LTD**		
2011363	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	15,722 30
2011388	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	17,754 36
2011389	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	16,381 62
2011395	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	15,407 38
		Warrant Total:	**65,265.66**
		FUND 2914 TOTAL:	**1,833,442.91**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00345816	**Payee Name: JACOBS ENGINEERING GROUP INC**		
F8W91601011410	2994299537 - 5481000	Galveston County Museum - Contract Service	12,960.00
FBY88403051710	2994299516 - 5424108	722 Moody - Courthouse Repairs - M&R Courthouse & Annex	1,234 64
		Warrant Total:	**14,194.64**
		FUND 2994 TOTAL:	**14,194.64**

FUND: 3100 County Capital Projects Fund

Warrant #: VW 00345776	**Payee Name: ELLIS, RYAN J**		
7/17-21/11 TRVL	3100159126 - 5754095	IT Capital Projects - Imaging	227 00
		Warrant Total:	**227.00**
Warrant #: VW 00345827	**Payee Name: KELLY. LA'NEISHA K**		
7/17-21/11 TRVL	3100159126 - 5754095	IT Capital Projects - Imaging	252 00
		Warrant Total:	**252.00**
		FUND 3100 TOTAL:	**479.00**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00345942	**Payee Name: UNBEHAGEN, O C**		
ARI1100093	3120179010 - 5481000	Administration - Contract Service	6,666 66
		Warrant Total:	**6,666.66**
		FUND 3120 TOTAL:	**6,666.66**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00345732	**Payee Name: BINKLEY & BARFIELD INC**		
16265	3312312111 - 5731133	Non-County Roads - Stewart Rd-Cove View to 7mi	455 72
		Warrant Total:	**455.72**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00345756	**Payee Name: CLAUNCH & MILLER INC**		
308896H	3312312111 - 5731129	Non-County Roads - Sunnyview	18,819.78
		Warrant Total:	**18,819.78**
Warrant #: VW 00345853	**Payee Name: LJA ENGINEERING & SURVEYING INC**		
20112688	3312312111 - 5731162	Non-County Roads - City Streets - Kemah	7,321 00
		Warrant Total:	**7,321.00**
Warrant #: VW 00345916	**Payee Name: SHELMARK ENGINEERING L.L.C.**		
4549	3312312111 - 5731165	Non-County Roads - Caroline	14,551 12
		Warrant Total:	**14,551.12**
		FUND 3312 TOTAL:	**41,147.62**

FUND: 3370 Ltd Tax Flood Control Bds Sr09

Warrant #: VW 00345789	**Payee Name: GALVESTON COUNTY CONSOLIDATED**		
081020	3370313202 - 5734252	County Flood Control Projects - Dickinson Bayou Proj	162,382.43
		Warrant Total:	**162,382.43**
		FUND 3370 TOTAL:	**162,382.43**

FUND: 6123 Grp, Workers' Comp, Unempl Ins

Warrant #: VW 00345740	**Payee Name: CAREHERE LLC**		
5997	6123155021 - 5417208	Group Insurance - CareHere Supplemental Fee	21,001 50
		Warrant Total:	**21,001.50**
Warrant #: VW 00345806	**Payee Name: HCA LOCKBOX**		
ARI1100090	6123155021 - 5481000	Group Insurance - Contract Service	4,457 73
		Warrant Total:	**4,457.73**
Warrant #: VW 00345846	**Payee Name: LEOPOLD, WILLIAM E**		
ARI1100091	6123155021 - 5481000	Group Insurance - Contract Service	2,975 00
		Warrant Total:	**2,975.00**
		FUND 6123 TOTAL:	**28,434.23**

FUND: 6130 Self Insurance Reserve Fund

Warrant #. VW 00345818	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
0928 061711	6130151431 - 5491726	General Self Insurance - Insurance Flood	971 00
		Warrant Total:	**971.00**
Warrant # VW 00345822	**Payee Name: JOHNSON, CHERYL**		
050511 CNTRFT	6130151431 - 5491503	General Self Insurance - Claims Liability	20.00
		Warrant Total:	**20.00**
Warrant #: VW 00345929	**Payee Name: SULLIVAN, DWIGHT D**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Invoice Number	Account Info		Amount
060211 CNTRFT	6130151431 - 5491503	General Self Insurance - Claims Liability	20 00
		Warrant Total:	**20.00**
		FUND 6130 TOTAL:	**1,011.00**

FUND: 7605 Escrow Fund

Warrant #: VW 00345750 **Payee Name: CITY OF GALVESTON**

SHRF SL 070711	7605000000 - 2495806	Escrow Fund - TX SL 08TX0551	192 97
SHRF SL 070711	7605000000 - 2495808	Escrow Fund - TX SL 10TX0238	350 42
SHRF SL 070711	7605000000 - 2495811	Escrow Fund - TX SL 10TX0644	1,293 89
		Warrant Total:	**1,837.28**

Warrant #: VW 00345762 **Payee Name: CRACKER BARRELL**

94195	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	719 00
		Warrant Total:	**719.00**

Warrant #: VW 00345770 **Payee Name: DIXIE FARM TEXACO INC**

SEIZURE 040111	7605000000 - 2295016	Escrow Fund - Proceed Held for Owner	3,934.78
		Warrant Total:	**3,934.78**

Warrant #: VW 00345791 **Payee Name: GALVESTON COUNTY SHERIFF'S OFFICE**

94405	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	133 00
		Warrant Total:	**133.00**

Warrant #: VW 00345822 **Payee Name: JOHNSON, CHERYL**

SHRF SL 070511	7605000000 - 2495812	Escrow Fund - TX SL 08TX0684	5,046 84
SHRF SL 070511	7605000000 - 2495813	Escrow Fund - TX SL 08TX0729	3,586 50
SHRF SL 070511	7605000000 - 2495814	Escrow Fund - TX SL 10TX0944	4,907 89
SHRF SL 070711 C	7605000000 - 2495804	Escrow Fund - Tx Sl 06TX0831	3,624 75
SHRF SL 070711 C	7605000000 - 2495805	Escrow Fund - TX SL 08TX0244	4,873 18
SHRF SL 070711 C	7605000000 - 2495806	Escrow Fund - TX SL 08TX0551	4,882 65
SHRF SL 070711 C	7605000000 - 2495807	Escrow Fund - TX SL 09TX0713	2,339 23
SHRF SL 070711 C	7605000000 - 2495808	Escrow Fund - TX SL 10TX0238	4,577 52
SHRF SL 070711 C	7605000000 - 2495809	Escrow Fund - TX SL 10TX0476	8,954 57
SHRF SL 070711 C	7605000000 - 2495810	Escrow Fund - TX SL 10TX0540	4,954 30
SHRF SL 070711 C	7605000000 - 2495811	Escrow Fund - TX SL 10TX0644	9,538 16
		Warrant Total:	**57,285.59**

Warrant #: VW 00345857 **Payee Name: LYN WINGERT & ASSOCIATES**

SHRF SL 070511	7605000000 - 2495813	Escrow Fund - TX SL 08TX0729	250 00
SHRF SL 070511	7605000000 - 2495814	Escrow Fund - TX SL 10TX0944	250 00
		Warrant Total:	**500.00**

Warrant #: VW 00345868 **Payee Name: MEADOWS, JOHN**

94203	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	759 49
		Warrant Total:	**759.49**

Warrant #: VW 00345876 **Payee Name: MURRAY, JASON**

EX FDS SS 070511	7605000000 - 2495812	Escrow Fund - TX SL 08TX0684	1,898 96
EX FDS SS 070511	7605000000 - 2495813	Escrow Fund - TX SL 08TX0729	0 46
EX FDS SS 070511	7605000000 - 2495814	Escrow Fund - TX SL 10TX0944	8,610 67

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**10,510.09**
Warrant #: VW 00345877	**Payee Name: MURRAY, JASON**		
CT CST SS 070511	7605000000 - 2495812	Escrow Fund - TX SL 08TX0684	158 00
CT CST SS 070511	7605000000 - 2495813	Escrow Fund - TX SL 08TX0729	516 00
CT CST SS 070511	7605000000 - 2495814	Escrow Fund - TX SL 10TX0944	589 00
		Warrant Total:	**1,263.00**
Warrant #: VW 00345885	**Payee Name: OMNI BASE SERVICES INC**		
APR-JUN 11 JP8-1	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	1,575 42
		Warrant Total:	**1,575.42**
Warrant #: VW 00345886	**Payee Name: OMNI BASE SERVICES INC**		
APR-JUN 11 JP8-2	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	756 00
		Warrant Total:	**756.00**
Warrant #: VW 00345887	**Payee Name: OMNI BASE SERVICES INC**		
APR-JUN 11 JP1	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	288 00
		Warrant Total:	**288.00**
Warrant #: VW 00345888	**Payee Name: OMNI BASE SERVICES INC**		
APR-JUN 11 JP3	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	1,556 05
		Warrant Total:	**1,556.05**
Warrant #: VW 00345889	**Payee Name: OMNI BASE SERVICES INC**		
APR-JUN 11 JP4	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	969 99
		Warrant Total:	**969.99**
Warrant #: VW 00345935	**Payee Name: TEXAS PARKS AND WILDLIFE DEPT**		
JUN 11 JP1 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	3,455 79
		Warrant Total:	**3,455.79**
Warrant #: VW 00345936	**Payee Name: TEXAS PARKS AND WILDLIFE DEPT**		
JUN 11 JP4 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	425 00
		Warrant Total:	**425.00**
		FUND 7605 TOTAL:	**85,968.48**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Summary of All Funds

Fund		Amount
1101	General Fund	154,165 84
2101	Cnty Records Mgt & Preservatio	5,000 00
2102	Co Clerk Rec Mgt & Pres Fund	995 00
2103	Election Srvs Contract Fund	32,275 00
2121	Donations To Galveston County	439 13
2131	DA Contraband Acct Aft 10/89	105 00
2212	Mediation Services Prog Fund	290 00
2216	Probate Court Contributions Fd	2,625 00
2220	Adult Probation Fund	2,718 60
2230	Juvenile Justice Fund	1,257.35
2301	Road & Bridge Fund	63,784 19
2370	Flood Control Fund	3,092 08
2410	Mosquito Control District Fund	722 15
2501	Child Welfare Fund	332 88
2601	Beach & Parks Fund	13,635 01
2824	Adult Probation Community	50 00
2841	Juvenile Probation-State Aid	1,074 75
2848	Juv Jst Alt Education Program	10,182 00
2893	HMGP - IKE	1,023,316 84
2914	CDBG Housing Program	1,833,442 91
2994	Disaster Recovery - Ike	14,194 64
3100	County Capital Projects Fund	479 00
3120	Limited Tax Cnty Bldg Bds Sr09	6,666 66
3312	Unltd Tax Road Bonds Sr 2009	41,147 62
3370	Ltd Tax Flood Control Bds Sr09	162,382 43
6123	Grp, Workers' Comp, Unempl Ins	28,434 23
6130	Self Insurance Reserve Fund	1,011 00
7605	Escrow Fund	85,968 48
	Grand Total:	**3,489,787.79**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 08/02/2011

Approved Order to pay by Commissioners Court this day August 2, 2011

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

Kevin D. O'Brien, Galveston County Commissioner, Pct 2

ATTEST:

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

By Brandy Chapman Deputy
Brandy Chapman

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00345714	711139	ACS STATE & LOCAL SOLUTIONS I	08/02/11	816 370 25	MW	OH		
AP00345715	706649	ALERE TOXICOLOGY SERVICES INC	08/02/11	2,382 00	MW	OH		
AP00345716	017004	ALL AMERICA SALES CORPORATION	08/02/11	1,306 26	MW	OH		
AP00345717	707451	ALWAYS SAFETY AND 1ST AID INC	08/02/11	556 15	MW	OH		
AP00345718	708354	AMBIUS	08/02/11	230 00	MW	OH		
AP00345719	711832	AMERICAN HOME BUILDERS INC	08/02/11	328 864 07	MW	OH		
AP00345720	711548	AMERICAN HOMESTAR CORPORATION	08/02/11	131,284 01	MW	OH		
AP00345721	702478	AMERSON, RODGER DAN	08/02/11	200 00	MW	OH	B7	
AP00345722	704991	ARROWHEAD SCIENTIFIC INC	08/02/11	66 25	MW	OH		
AP00345723	021329	BACLIFF MUNICIPAL UTILITY DIS	08/02/11	47 74	MW	OH		
AP00345724	709910	BARNETT, STEPHANIE B	08/02/11	825 50	MW	OH	B7	
AP00345725	432285	BAY AREA RECOVERY CENTER	08/02/11	350 00	MW	OH		
AP00345726	704744	BAY ENVIRONMENTAL INC	08/02/11	900 00	MW	OH		
AP00345727	026047	BAYGAS INC	08/02/11	86 72	MW	OH		
AP00345728	401969	BENNETT, JAMES M	08/02/11	780 00	MW	OH	B7	
AP00345729	403751	BERARDINELLI CORREIA, SHAUNA	08/02/11	195 00	MW	OH	B7	
AP00345730	711795	BGB INTERESTS LP	08/02/11	79,314 40	MW	OH		
AP00345731	712831	BILL III, ALEX	08/02/11	747 50	MW	OH	B7	
AP00345732	711556	BINKLEY & BARFIELD INC	08/02/11	455 72	MW	OH		
AP00345733	024240	BROOKSIDE EQUIP SALES INC	08/02/11	399 23	MW	OH		
AP00345734	713593	BROUSSARD, HARRY L	08/02/11	27,111 97	MW	OH		
AP00345735	709370	BROWN, ADAM BANKS	08/02/11	208 00	MW	OH	B7	
AP00345736	712308	BURGHLI HOMES PROMENADE HOMES	08/02/11	360,723 46	MW	OH		
AP00345737	711036	BUZBEE PROPERTIES INC	08/02/11	2,611 33	MW	OH		
AP00345738	031070	CAR PARTS AND EQUIPMENT CO IN	08/02/11	867 98	MW	OH		
AP00345739	431870	CARDINAL TRACKING INC	08/02/11	24 41	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00345740	708822	CAREHERE LLC	08/02/11	21,001 50	MW	OH		
AP00345741	710808	CARTER, BRIAN	08/02/11	363 75	MW	OH	B7	
AP00345742	701478	CDW GOVERNMENT INC	08/02/11	606 79	MW	OH		
AP00345743	702081	CEASER, KENDRIC	08/02/11	292 50	MW	OH	B7	
AP00345744	710508	CEDAR DRIVE VILLAGE	08/02/11	100 00	MW	OH	RE	
AP00345745	407782	CENTERPOINT ENERGY	08/02/11	73 90	MW	OH		
AP00345746	407782	CENTERPOINT ENERGY	08/02/11	35 77	MW	OH		
AP00345747	702429	CHAIR TAI CHI	08/02/11	280 00	MW	OH		
AP00345748	410355	CHAPMAN, BRANDY	08/02/11	13 86	MW	OH		
AP00345749	712596	CHERRY CRUSHED CONCRETE	08/02/11	17,203 13	MW	OH		
AP00345750	033985	CITY OF GALVESTON	08/02/11	1,837 28	MW	OH		
AP00345751	033985	CITY OF GALVESTON	08/02/11	91 65	MW	OH		
AP00345752	033209	CITY OF LA MARQUE	08/02/11	78 42	MW	OH		
AP00345753	403085	CITY OF TEXAS CITY	08/02/11	622 92	MW	OH		
AP00345754	403085	CITY OF TEXAS CITY	08/02/11	406 05	MW	OH		
AP00345755	033290	CLARK, DIANE	08/02/11	123.50	MW	OH	B7	
AP00345756	700066	CLAUNCH & MILLER INC	08/02/11	18,819 78	MW	OH		
AP00345757	710180	CLEVELAND ASPHALT PRODUCTS IN	08/02/11	21,011 91	MW	OH		
AP00345758	223792	COFEJO HARDWARE INC	08/02/11	27 29	MW	OH		
AP00345759	713618	COLE, LISA M	08/02/11	145 00	MW	OH		
AP00345760	713588	CONNOLLY, THOMAS	08/02/11	63,355 50	MW	OH		
AP00345761	400896	COOK, DAVID	08/02/11	1,632 60	MW	OH	B7	
AP00345762	713608	CRACKER BARRELL	08/02/11	719 00	MW	OH		
AP00345763	713597	CRENSHAW, ESTATE OF ROSA D	08/02/11	9,049 25	MW	OH		
AP00345764	710573	DB ACQUISITIONS LLC	08/02/11	100 00	MW	OH	RE	
AP00345765	713590	DEASY, MIKE & KATHIE	08/02/11	19,414 75	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00345766	042366	DERAIMO, JOY L	08/02/11	463 00	MW	OH		
AP00345767	700546	DIAMOND HYDRAULICS INC	08/02/11	1,350 28	MW	OH		
AP00345768	706153	DIAZ, MARK A	08/02/11	130 00	MW	OH	B7	
AP00345769	043216	DICKINSON IND SCHOOL DISTRICT	08/02/11	436 18	MW	OH		
AP00345770	713533	DIXIE FARM TEXACO INC	08/02/11	3,934 78	MW	OH		
AP00345771	706718	DOLPHIN CHEMICAL & SUPPLY COM	08/02/11	809 06	MW	OH		
AP00345772	700879	DONNA BROWN INVESTIGATION & R	08/02/11	1,446 25	MW	OH	B7	
AP00345773	711931	DSW HOMES LLC	08/02/11	18,006 24	MW	OH		
AP00345774	045286	DUCOTE, JAMES	08/02/11	396 50	MW	OH	B7	
AP00345775	713498	DUNNE-BURNETT, JENNIFER	08/02/11	17 76	MW	OH		
AP00345776	713534	ELLIS, RYAN J	08/02/11	227 00	MW	OH		
AP00345777	405028	ENTERGY	08/02/11	9 20	MW	OH		
AP00345778	711189	FANNING AND FANNING PLLC	08/02/11	292 50	MW	OH	B7	
AP00345779	061028	FAULIN, DOUGLAS E	08/02/11	886 48	MW	OH	B7	
AP00345780	410365	FAUS, SALVADOR	08/02/11	731 25	MW	OH	B7	
AP00345781	713592	FAZELIMANESH, ARDESHIN & KARE	08/02/11	32 330.46	MW	OH		
AP00345782	713585	FISCHER, JOHN & SHIRLEY	08/02/11	32,858 00	MW	OH		
AP00345783	713579	FLINT, EDWARD	08/02/11	65,000 00	MW	OH		
AP00345784	711912	FORT PC, M BRUCE	08/02/11	773 50	MW	OH	B7	
AP00345785	713586	FORTENBERRY, DAVID & SANDY	08/02/11	63,418 00	MW	OH		
AP00345786	710682	FOWLER, JANA K	08/02/11	126 64	MW	OH	B7	
AP00345787	713384	FRAGOSO, SHON C	08/02/11	64 16	MW	OH		
AP00345788	713583	FREEMAN, BILL & PATRICIA	08/02/11	30,721 75	MW	OH		
AP00345789	706177	GALVESTON COUNTY CONSOLIDATED	08/02/11	162,382 43	MW	OH		
AP00345790	406195	GALVESTON COUNTY SHERIFF'S DE	08/02/11	350 00	MW	OH		
AP00345791	713611	GALVESTON COUNTY SHERIFF'S OF	08/02/11	133 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00345792	406195	GALVESTON COUNTY SHERIFF'S DE	08/02/11	60 91	MW	OH		
AP00345793	071175	GALVESTON COUNTY WCID #1	08/02/11	630 74	MW	OH		
AP00345794	071407	GALVESTON COUNTY WCID #8	08/02/11	420 77	MW	OH		
AP00345795	708789	GAMMA WASTE SYSTEMS	08/02/11	140 00	MW	OH		
AP00345796	701571	GELB, JEFFREY	08/02/11	1,486 25	MW	OH	B7	
AP00345797	709672	GEN-DIAGNOSTICS INC	08/02/11	1,074 75	MW	OH		
AP00345798	705919	GHG CORPORATION	08/02/11	475 00	MW	OH		
AP00345799	713589	GIOSSI, DAVID	08/02/11	64,388 65	MW	OH		
AP00345800	713594	GOLDEN, DEWEY KENT	08/02/11	17,747 88	MW	OH		
AP00345801	704063	GRACO MECHANICAL	08/02/11	1,945.38	MW	OH		
AP00345802	709134	GRAHAM, CARMEN A	08/02/11	585 00	MW	OH	B7	
AP00345803	701592	GULF COAST CENTURY	08/02/11	130 00	MW	OH		
AP00345804	705885	H R M SUPPLY	08/02/11	237.80	MW	OH		
AP00345805	406853	HART INTERCIVIC	08/02/11	32,275 00	MW	OH		
AP00345806	710248	HCA LOCKBOX	08/02/11	4,457 73	MW	OH		
AP00345807	713584	HEBERT, ANNE K	08/02/11	65,000 00	MW	OH		
AP00345808	713587	HENLEY, TERRY	08/02/11	38 255 50	MW	OH		
AP00345809	713255	HESSE, DAVID C	08/02/11	601 25	MW	OH	B7	
AP00345810	710193	HI-WAY EQUIPMENT COMPANY LLC	08/02/11	19 97	MW	OH		
AP00345811	409105	HOME DEPOT	08/02/11	165 94	MW	OH		
AP00345812	712097	HOPKE, KURT S	08/02/11	3,298 75	MW	OH	B7	
AP00345813	713580	HUSBAND, GUY B & CHAROLETTE	08/02/11	193,138 15	MW	OH		
AP00345814	706976	HVAC MECHANICAL SERVICES OF T	08/02/11	10,769 70	MW	OH		
AP00345815	707488	IBRAHIM & ELLIOTT LLP	08/02/11	146 25	MW	OH	B7	
AP00345816	710587	JACOBS ENGINEERING GROUP INC	08/02/11	14,194 64	MW	OH		
AP00345817	409049	JAHN-GALVESTON INSURANCE AGEN	08/02/11	33 197 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00345818	409049	JAHN-GALVESTON INSURANCE AGEN	08/02/11	971 00	MW	OH		
AP00345819	710470	JAMES CROWDER FUNERAL HOME IN	08/02/11	5,050 00	MW	OH		
AP00345820	713626	JAMES CALVIN	08/02/11	20 00	MW	OH		
AP00345821	708810	JAROTH INC	08/02/11	78 00	MW	OH		
AP00345822	707570	JOHNSON, CHERYL	08/02/11	57,305 59	MW	OH		
AP00345823	701243	JONES, STACEY LEE	08/02/11	4,184 75	MW	OH	B7	
AP00345824	708663	JRL SERVICES LLC	08/02/11	8,200 00	MW	OH		
AP00345825	708663	JRL SERVICES LLC	08/02/11	4,100 00	MW	OH		
AP00345826	704638	KAUFMANN, CHARLES R	08/02/11	585 00	MW	OH	B7	
AP00345827	712851	KELLY LA'NEISHA K	08/02/11	252 00	MW	OH		
AP00345828	712256	KIESCHNICK, JONATHAN C	08/02/11	552 50	MW	OH	B7	
AP00345829	713596	KIRKPATRICK, HENRY H	08/02/11	25,696 50	MW	OH		
AP00345830	711325	KIWI TIRE SHOP	08/02/11	45 00	MW	OH		
AP00345831	402386	KLEEN JANITORIAL SUPPLY COMPA	08/02/11	2 699 61	MW	OH		
AP00345832	710415	KLEEN KUT LANDSCAPE SERVICE	08/02/11	8,800 00	MW	OH		
AP00345833	713306	KONE INC	08/02/11	154 66	MW	OH		
AP00345834	114041	KROGER CO, THE	08/02/11	451 52	MW	OH		
AP00345835	707051	LAIRD & ASSO PLLC	08/02/11	950 00	MW	OH		
AP00345836	707051	LAIRD & ASSO PLLC	08/02/11	130 00	MW	OH	B7	
AP00345837	121053	LANSDOWNE MOODY CO LP	08/02/11	287 97	MW	OH		
AP00345838	711352	LAW OFFICE OF CHRISTOPHER JOH	08/02/11	350 00	MW	OH	B7	
AP00345839	711176	LAW OFFICE OF CS HALL PLLC	08/02/11	617 50	MW	OH	B7	
AP00345840	711543	LAW OFFICE OF MICHAEL RUSSO P	08/02/11	812 50	MW	OH	B7	
AP00345841	711543	LAW OFFICE OF MICHAEL RUSSO P	08/02/11	585 00	MW	OH	B7	
AP00345842	709606	LAW OFFICE OF ROBERT H TUTHIL	08/02/11	243 75	MW	OH	B7	
AP00345843	705777	LEATHERS, BILL	08/02/11	357 50	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00345844	707278	LEHIGH SAFETY SHOE CO LLC	08/02/11	84 59	MW	OH		
AP00345845	707278	LEHIGH SAFETY SHOE CO LLC	08/02/11	2,422 25	MW	OH		
AP00345846	709682	LEOPOLD, WILLIAM E	08/02/11	2,975.00	MW	OH	RE	
AP00345847	122275	LEWIS, VICKI	08/02/11	1,800 00	MW	OH		
AP00345848	123026	LIGGIOS TIRE AND SERVICE CENT	08/02/11	43 50	MW	OH		
AP00345849	707090	LINEBARGER GOGGAN BLAIR & SAM	08/02/11	4,067 76	MW	OH		
AP00345850	707090	LINEBARGER GOGGAN BLAIR & SAM	08/02/11	581 41	MW	OH		
AP00345851	707090	LINEBARGER GOGGAN BLAIR & SAM	08/02/11	6,126 81	MW	OH		
AP00345852	707090	LINEBARGER GOGGAN BLAIR & SAM	08/02/11	777 75	MW	OH		
AP00345853	703141	LJA ENGINEERING & SURVEYING I	08/02/11	7,321 00	MW	OH		
AP00345854	700695	LONGCOY, TINA	08/02/11	28 05	MW	OH		
AP00345855	710033	LOS CABOS APTS	08/02/11	100 00	MW	OH	RE	
AP00345856	708744	LOUNDS, DONALD	08/02/11	18 80	MW	OH		
AP00345857	709842	LYN WINGERT & ASSOCIATES	08/02/11	500 00	MW	OH		
AP00345858	709123	M FOX CURL AND ASSOCIATES PC	08/02/11	115.70	MW	OH	B7	
AP00345859	701940	MABES HAULING	08/02/11	255 00	MW	OH		
AP00345860	131540	MAINLAND PHARMACY	08/02/11	132 89	MW	OH		
AP00345861	136192	MAINLAND TOOL AND SUPPLY INC	08/02/11	195 30	MW	OH		
AP00345862	709125	MALONEY & PARKS LLP	08/02/11	715 00	MW	OH	B7	
AP00345863	407300	MARION, WILLIAM DAVID	08/02/11	1,800 50	MW	OH	B7	
AP00345864	705312	MARTY'S CITY AUTO INC	08/02/11	664 10	MW	OH		
AP00345865	705185	MAUZY, BRUCE	08/02/11	292 50	MW	OH	B7	
AP00345866	400252	MAXWELL, BONITA G	08/02/11	126 54	MW	OH		
AP00345867	400532	MCGUIRE, DONNA HAGOOD	08/02/11	1,900 00	MW	OH	B7	
AP00345868	713607	MEADOWS, JOHN	08/02/11	759 49	MW	OH		
AP00345869	713348	MELAMED, SANFORD	08/02/11	581 62	MW	OH	B7	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00345870	404921	MILLS SHIRLEY LLP	08/02/11	251 50	MW	OH		
AP00345871	713582	MIRANDA, DAVID & LESLIE	08/02/11	20,416 92	MW	OH		
AP00345872	134080	MONROE SYSTEMS FOR BUSINESS I	08/02/11	679 11	MW	OH		
AP00345873	401421	MOODY NATIONAL BANK	08/02/11	2,232 32	MW	OH		
AP00345874	702027	MULTI SERVICE CORPORATION	08/02/11	169 42	MW	OH		
AP00345875	710385	MUNRO'S UNIFORM SERVICES LTD	08/02/11	469 21	MW	OH		
AP00345876	712990	MURRAY, JASON	08/02/11	10,510 09	MW	OH		
AP00345877	712990	MURRAY, JASON	08/02/11	1,263 00	MW	OH		
AP00345878	705888	NAJER, MAURICE	08/02/11	1,023 75	MW	OH	B7	
AP00345879	402111	NATIONAL COUNCIL ON THE AGING	08/02/11	2,900.00	MW	OH		
AP00345880	713518	NELSON, ERIK	08/02/11	244 75	MW	OH	B7	
AP00345881	410387	NEOPOST USA INC	08/02/11	66 79	MW	OH		
AP00345882	708712	NOVELLI JR, ROSS	08/02/11	5,000 00	MW	OH	RE	
AP00345883	711213	NRG ENERGY INC	08/02/11	439 13	MW	OH		
AP00345884	713595	OEHLERS, EDDIE G & BETTI LANE	08/02/11	37,000 50	MW	OH		
AP00345885	703084	OMNI BASE SERVICES INC	08/02/11	1,575 42	MW	OH		
AP00345886	703084	OMNI BASE SERVICES INC	08/02/11	756 00	MW	OH		
AP00345887	703084	OMNI BASE SERVICES INC	08/02/11	288 00	MW	OH		
AP00345888	703084	OMNI BASE SERVICES INC	08/02/11	1,556 05	MW	OH		
AP00345889	703084	OMNI BASE SERVICES INC	08/02/11	969 99	MW	OH		
AP00345890	709568	ONE OAKELAKE IV LLC	08/02/11	100 00	MW	OH	RE	
AP00345891	705252	ONEOK INC	08/02/11	4,556 49	MW	OH		
AP00345892	713578	ORLANDI, MARC AND CHERYL	08/02/11	44,530 50	MW	OH		
AP00345893	401873	OTIS ELEVATOR CO CORP	08/02/11	2,774 82	MW	OH		
AP00345894	400105	OWEN ELECTRIC SUPPLY	08/02/11	1,490 44	MW	OH		
AP00345895	155036	OZARKA NATURAL SPRING WATER	08/02/11	242.04	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00345896	706623	PADGETT, CURTISS	08/02/11	100 00	MW	OH	RE	
AP00345897	705290	PALMER, MICHAEL	08/02/11	130 00	MW	OH	B7	
AP00345898	711293	PARKS, TAMRA	08/02/11	253 28	MW	OH	B7	
AP00345899	409788	PAT'S	08/02/11	29 00	MW	OH		
AP00345900	705136	PENINSULA SANITATION SERVICE	08/02/11	900 00	MW	OH		
AP00345901	709286	PESTMASTER SERVICES INC	08/02/11	3,095 10	MW	OH		
AP00345902	712071	PIER SYSTEMS INC	08/02/11	2,100 00	MW	OH		
AP00345903	405621	PORT SUPPLY	08/02/11	137 64	MW	OH		
AP00345904	706403	REED ELSEVIER INC	08/02/11	59 00	MW	OH		
AP00345905	713591	ROBB, ALAN ALEXANDER	08/02/11	37,000 50	MW	OH		
AP00345906	406506	ROELL, HOLLY C	08/02/11	552 50	MW	OH	B7	
AP00345907	704853	ROSS	08/02/11	167 88	MW	OH		
AP00345908	710577	RUSSELL, GREG	08/02/11	950 00	MW	OH	B7	
AP00345909	711909	SADLER, ANDREA	08/02/11	276 25	MW	OH	B7	
AP00345910	191023	SANTA FE AUTO PARTS INC	08/02/11	466 17	MW	OH		
AP00345911	713598	SCHOEMAN, CARY	08/02/11	42,005 56	MW	OH		
AP00345912	702664	SCHWAB, TAYLOR	08/02/11	695 50	MW	OH	B7	
AP00345913	192088	SEABREEZE CULVERT INC	08/02/11	425 91	MW	OH		
AP00345914	711834	SEARS & BENNETT LLP	08/02/11	5,697 69	MW	OH	B7	
AP00345915	192229	SEARS ROEBUCK AND COMPANY	08/02/11	199 99	MW	OH		
AP00345916	711193	SHELMARK ENGINEERING L L C	08/02/11	14,551 12	MW	OH		
AP00345917	713490	SHERMAN WATKINS PLLC	08/02/11	130 00	MW	OH	B7	
AP00345918	432033	SIRCHIE FINGERPRINT LAB	08/02/11	121 25	MW	OH		
AP00345919	430754	SMITH JAMES DENNIS	08/02/11	1,300 00	MW	OH	B7	
AP00345920	701589	SOUTH HOUSTON CONCRETE PIPE I	08/02/11	750 00	MW	OH		
AP00345921	712436	SOUTH LAND TITLE LLC	08/02/11	94,876 50	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00345922	713129	SOUTHWEST T & I INC	08/02/11	714 56	MW	OH		
AP00345923	713603	SPRING GLASS & MIRROR LTD	08/02/11	420 00	MW	OH		
AP00345924	707542	SPRINT SPECTRUM LP	08/02/11	417 82	MW	OH		
AP00345925	713176	SPRINT WASTE SERVICES LP	08/02/11	435 01	MW	OH		
AP00345926	194167	STATE BAR OF TEXAS	08/02/11	105 00	MW	OH		
AP00345927	708715	STREAM ENERGY	08/02/11	200 00	MW	OH		
AP00345928	711234	SULLIVAN LAND SERVICES LTD	08/02/11	65,265 66	MW	OH		
AP00345929	713192	SULLIVAN, DWIGHT B	08/02/11	269 00	MW	OH		
AP00345930	712040	SUMMERLIN PLLC, ROBERT E	08/02/11	178 75	MW	OH	B7	
AP00345931	405722	SUN COAST RESOURCES INC	08/02/11	35,660 51	MW	OH		
AP00345932	713491	SYMANTEC CORPORATION	08/02/11	995 00	MW	OH		
AP00345933	404797	TEXAS COLLEGE OF PROBATE JUDG	08/02/11	2,625 00	MW	OH		
AP00345934	701185	TEXAS DEPARTMENT OF AGRICULTU	08/02/11	12 00	MW	OH		
AP00345935	202267	TEXAS PARKS AND WILDLIFE DEPT	08/02/11	3,455 79	MW	OH		
AP00345936	202267	TEXAS PARKS AND WILDLIFE DEPT	08/02/11	425 00	MW	OH		
AP00345937	406578	TEXAS STATE UNIVERSITY SAN MA	08/02/11	200 00	MW	OH		
AP00345938	713315	THE ENOS LAW FIRM P C -SASE	08/02/11	90 00	MW	OH	B7	
AP00345939	406147	THOMA, JOHN	08/02/11	810 00	MW	OH	B7	
AP00345940	710161	TUBING AND METRICS HYDRAULICS	08/02/11	252 45	MW	OH		
AP00345941	703929	TXU ENERGY RETAIL COMPANY LP	08/02/11	516 60	MW	OH		
AP00345942	705306	UNBEHAGEN, O C	08/02/11	6,666 66	MW	OH	B7	
AP00345943	701538	UNITED PARCEL SERVICE	08/02/11	161 29	MW	OH		
AP00345944	709761	USA MOBILITY WIRELESS INC	08/02/11	36 60	MW	OH		
AP00345945	402812	UTMB	08/02/11	10,182 00	MW	OH		
AP00345946	701863	WEBER, WINIFRED B	08/02/11	950.00	MW	OH	B7	
AP00345947	701533	WEST PUBLISHING CORPORATION	08/02/11	68 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00345948	713623	WILMORE, ELLA L	08/02/11	250 00	MW	OH		
AP00345949	712998	ZENDEH DEL AND ASSOCIATES PLL	08/02/11	308 75	MW	OH	B7	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	3474,465 92	Number of Checks Processed	236
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0
S U B T O T A L	3474,465 92		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000237	404603	BAKER, STEPHEN W	08/02/11	7,396 00	CX	OH	B7	
FT00000238	161059	BOB PAGAN FORD INC	08/02/11	3,252.08	CX	OH		
FT00000239	071118	GALVESTON NEWSPAPERS INC	08/02/11	1,268 44	CX	OH		
FT00000240	403006	KEYWORTHS HARDWARE INC	08/02/11	207 18	CX	OH		
FT00000241	709070	SCHWAB-RADCLIFFE, SUZANNE	08/02/11	3,198 17	CX	OH	B7	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	0 00	Number of Checks Processed	0
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	15,321 87	Number of Checks Processed	5
S U B T O T A L	15,321.87		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	3474,465 92	Number of Checks Processed	236
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	15,321 87	Number of Checks Processed	5
G R A N D T O T A L	3489,787 79		

AGENDA ITEM #1b

1-5

ORDER

On this the 2nd day of Aug 2011, the Commissioners Court of Galveston County Texas convened in a regularly scheduled meeting with the following members thereof present

Mark A Henry, County Judge
Patrick Doyle, Commissioner, Precinct No 1
Kevin D O'Brien Commissioner Precinct No 2
Stephen Holmes, Commissioner, Precinct No 3
Ken Clark, Commissioner, Precinct No 4 and
Dwight D Sullivan, County Clerk

when the following proceedings, among others, were had to-wit

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending July 20th 2011 and being salary warrant numbers **PY0332649.** The gross amount of such warrants are estimated **$ 171.01 for Supplemental Payroll #715, 2011.**

UPON MOTION OF COUNTY ~~COMMISSIONER~~ **COUNTY JUDGE** **HENRY** AND SECONDED

BY COMMISSIONER **O'BRIEN** THE ABOVE ORDER WAS PASSED THIS **2ND** DAY

OF **AUG.**, 2011 with **5** votes cast in favor thereof and **0** votes cast against

COUNTY OF GALVESTON, TEXAS

Mark A. Henry

Mark A Henry County Judge

ATTEST,

Dwight D Sullivan
County Clerk
By: Brandy Chapman Deputy
Brandy Chapman

RECOMMENDED

Cliff Billingsley

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #1c

1c

THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE
P O Box 1418
GALVESTON, TEXAS 77553

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modlewski, CPA
First Assistant, Director of Accounting

July 20, 2011

Honorable Judge Mark A Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court

Attached for your consideration is the District Clerk's Conversion Review as of March 14, 2011

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc Honorable Jason Murray

Attachments District Clerk's Conversion Review

GALVESTON COUNTY AUDITOR'S OFFICE

INTERNAL AUDIT DIVISION

To: Ron Chapa March 14, 2011

From: Russell Devine

Re: Conversion Review of District Clerk's Accounts in GDT[1] and Odyssey

---

As a part of the conversion review, I discovered the following areas that need further review and correction

Excess Proceeds from Tax Sales

I reviewed all the tax cases in the old General Account to determine if they converted into Odyssey correctly I found instances in which the balances were different I also noticed that many of the cases were for excess proceeds from tax sales and the receipt date was more than two years old The Tax Code § 34 03(2)(a-b) says that if no one makes a claim on the excess proceeds, then the money is to be distributed to the taxing entities on a pro rata basis I then examined all cases in which the receipt date was more than two years old verifying that in all applicable cases, the proper notification, return receipt requested, was made I found $184,887.75 (out of $759,492 99) in excess proceeds that belongs to the County The remainder needs to be disbursed to various taxing entities

- For cases with matching balances in both GDT and Odyssey, make the appropriate disbursement(s) to the entities from Odyssey.
- For cases where the balances do not match, correct Odyssey and then make the appropriate disbursement(s)

Potential County Funds in the Old Fee Account

I compared the GDT balances to the Odyssey balances for the old Fee Account Analysis of the balances showed that many civil cases had balances For instance, 424 civil cases have a balance evenly divisible by either $55 00 or $65 00 totaling

---

[1] GDT is an acronym for the old JIMS (Justice Information Management System)

$38,235 00 These two amounts are the customary amount charged for the service of a citation

- Review the cases for returned service citations
- Debit the escrow amount in Odyssey and pay to the County

Dismissed for Want of Prosecution (DWOP)

During the conversion examination of tax cases from GDT to Odyssey, I identified 5,245 tax cases dismissed for want of prosecution or by the plaintiff that still have balances These receivable balances need correction so that the County's books accurately reflect the true Accounts Receivable Balance The District Clerk's accounting staff may not be able to make the required corrections in a timely manner due to their current workload.

- Review each case and reverse the charges
- If there is more than one attorney, reverse the charges for each attorney

Tax Cases with Zero Overall Balances, but have Internal Balances

During the conversion review, I found 1,712 tax cases that show a zero overall balance, but that have internal balances. For instance, Attorney A appears to owe $30 00 and it appears we owe Attorney B $30 00. This is true for both systems, GDT and Odyssey In fact, neither is correct and the zero balance is correct These cases need correcting, but the same staff limitations cited for DWOP cases applies

- Review each case to determine that the balance consists only of court costs
- Reverse all court costs by each attorney.
- Determine proper treatment for discrepancies

Old General Account Cases with Balances

There are 274 civil and family cases (totaling $313,092.83) in the old General Account in GDT This is in addition to the tax cases cited above I have not done a detailed comparison of these cases to Odyssey, but there are cases that are in GDT and not in Odyssey

- These cases need investigation to determine their status and what, if anything, should be done with the money

Odyssey Reports Balances not Correct

The Odyssey uninvested reports do not always accurately reflect the case balances If there is more than one cash bond in an account, Odyssey picks up only the first bond. This appears in the County Clerk's reports There are 18 such cases in their registry (non-interest) account The account is understated by $13,777 00 Tyler is aware of the problem

- Tyler needs to fix the problem

AGENDA ITEM #2

Resolution
Galveston County Commissioner's Court

Whereas the election process in Galveston County is very important to the Commissioner's Court and the people we represent;

Whereas we want to expand the voting options to the voters in our county;

Whereas we want to increase the flexibility that countywide vote centers will bring to our voters; and

Whereas we want to reduce the cost of elections while increasing the number of voting locations at which a voter may cast his or her ballot;

Therefore be it Resolved that the Commissioner's Court of Galveston County hereby petitions the Secretary of State for permission to participate in the Countywide Polling Place Program *[under Section 43 007 of the Texas Election Code]* in the November 2011 Constitutional Election.

AGENDA ITEM #3

NO

BACK – UP

PROVIDED

AGENDA ITEM #4

Null-Larson, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

July 18, 2011

To the Honorable Mark Henry, County Judge
And Members of the Commissioners Court
Galveston County, Texas

We are pleased to confirm our understanding of the services we are to provide Galveston County, Texas ("the County") for the year ended September 30, 2011 We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the County as of and for the year ended September 30, 2011 Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the County's basic financial statements As part of our engagement, we will apply certain limited procedures to the County's RSI These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited

1 Management's Discussion and Analysis
2 Budgetary Comparison Schedule - General Fund
3 Schedule of Funding Progress TCDRS

Supplementary information other than RSI also accompanies the County's basic financial statements We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements

1 Schedule of Expenditures of Federal and State Awards
2 Combined, Combining, and Individual Fund Statements and Schedules

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion

1 Introductory section
2 Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U S generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole The objective also includes reporting on-

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*

2000 Loop 197 North | Suite 200 | Texas City, TX 77590 | (P) 409-948-4406 | (F) 409-948 0364
www null-larson com

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and State of Texas Uniform Grant Management Standards Chapter IV, *Texas State Single Audit Circular ("UGMS")*

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties

Our audit will be conducted in accordance with U.S generally accepted auditing standards, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, the provisions of OMB Circular A-133, and UGMS, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and UGMS, and other procedures we consider necessary to enable us to express such opinion and to render the required reports If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities, for the selection and application of accounting principles, for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County and the respective changes in financial position and, where applicable, cash flows in conformity with U S generally accepted accounting principles, and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein

We understand that you will provide us with a draft of your financial statements, schedule of expenditures of federal and state awards, and related notes You are responsible for making any decisions that involve management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions You will be required to acknowledge in the management representation letter that you have accepted responsibility for them Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants Additionally, as required by OMB Circular A-133 and UGMS, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan The summary schedule of prior audit findings should be available for our review at the beginning of fieldwork With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential We will include such matters in the reports required for a Single Audit Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*

As required by OMB Circular A-133 and UGMS, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and UGMS

An audit is not designed to provide assurance on internal control or to identify significant deficiencies However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, OMB Circular A-133 and UGMS

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*

OMB Circular A-133 and UGMS requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and UGMS for the types of compliance requirements that could have a direct and material effect on each of the County's major programs The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and UGMS.

Audit Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees We may also issue a separate engagement letter covering the additional services In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider Furthermore, we will remain responsible for the work provided by any such third-party service providers

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings We will provide copies of our reports to the County, however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit

The audit documentation for this engagement is the property of Null Larson and constitutes confidential information However pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the County's cognizant or oversight agencies for the audit or its designee, a federal agency providing direct or indirect funding, or the U S Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities We will notify you of any such request If requested, access to such audit documentation will be provided under the supervision of Null Larson personnel Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the County's cognizant or oversight agencies for the audit If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation

We expect to begin our audit on approximately August 1, 2011 and to issue our reports no later than March 31, 2012 Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction word processing, postage, travel, copies, telephone, etc) except that we agree that our gross fee, including expenses, will not exceed $125,000 Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit Our invoices for these fees will be rendered each month as work progresses and are payable on presentation In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s) You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs

Because of the significant nature of changes in financial reporting and audit requirements resulting from the implementation of G.A S B Statement Numbers 34 and 45, we will discuss the scope and fee estimates for our work with your staff at the outset of our work and during the performance of our work Circumstances may dictate that we address issues related to the scope of our procedures and the related fee estimates during the course of our work Based on management's request, we have estimated an additional $7,500 in fees to assist management with the financial reporting requirements associated with G A S B Statement Numbers 34 and 45 These fees will cover implementation, staff training and all related activities The fee for these services will be specifically itemized and billed at the same hourly rates that we are charging for the audit We will submit the bills for this additional work on a monthly basis as we perform the requested work

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract Our 2007 peer review report and letter of comment accompanies this letter

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement If you have any questions, please let us know If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us

Very truly yours,

Null Larson

Null Larson, PC

RESPONSE

This letter correctly sets forth the understanding of Galveston County, Texas

By Mark Henry
Title COUNTY JUDGE
Date 7/26/11

Davis, Kinard & Co., P.C.
Certified Public Accountants

First Financial Bank Building
400 Pine Street, Suite 600
Abilene Texas 79601 5138
Office (325) 672-4000
FAX (325) 672-7049
1-800-588-2525

June 6, 2008

To the Shareholders of
Null Larson, P.C.
and the Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Null Larson, P.C. (the firm) applicable to non-SEC issuers in effect for the year ended December 31, 2007. The firm has informed us that it did not audit SEC issuers for the year ended December 31, 2007. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice applicable to the non SEC issuers of Null Larson, P.C. in effect for the year ended December 31, 2007, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with applicable professional standards.

Davis, Kinard & Co., P.C.

DAVIS, KINARD & CO., P.C.

AGENDA ITEM #5

GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT

1353 FM 646 West Suite 101 • Dickinson TX 77539
(409) 935-3911 • FAX (281) 534-8437

RECEIVED
JUL 25 2011
GALVESTON COUNTY JUDGE

July 25, 2011

Judge Mark Henry
Galveston County Commissioners Court
722 Moody, 2nd Floor
Galveston, TX 77550

Dear Judge Henry,

Please find enclosed the FY 2010 Annual Audit and report for the Galveston County Emergency Communication District. The audit is distributed as required and no action is necessary.

I would like to take this opportunity to thank you for your support and interest in the District. Please note that you are always welcome at our Board Meetings, normally held on the third Tuesday of every odd-numbered month at 4 00 PM at the District Office

If you have any questions regarding this audit, please feel free to contact me at any time. I look forward to seeing you at a Board Meeting.

Sincerely,

Bobby Wright
Executive Director

BW/bmk

Enclosure

AFFIDAVIT

STATE OF TEXAS

COUNTY OF GALVESTON

Before me, the undersigned personally appeared and stated:

I, Bobby C. Wright, Executive Director of the Galveston County Emergency Communication District, do solemnly swear that the attached report of the operations of the Galveston County Emergency Communication District is a true and correct report of the District, for the fiscal year 2010 The accompanying audit report for FY 2010 from DRDA, PC was reviewed and approved at a meeting of the Board of Managers held on the 19th day of July, 2011

Bobby C. Wright
Executive Director

Sworn to and subscribed this 21st day of July, 2011.

Janet L Davis
Notary Public in and for the
State of TEXAS

JANET L DAVIS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
7-17-2014

Galveston County Emergency Communication District

Financial Statements

Year Ended December 31, 2010

GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT

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DRDA
a professional limited liability company
certified public accountants and business consultants

[illegible] CPA
[illegible] CPA

INDEPENDENT AUDITOR'S REPORT

[illegible] CPA
[illegible] CPA
[illegible] CPA

Board of Managers
Galveston County Emergency Communication District

We have audited the accompanying financial statements of the business-type activities, and the governmental fund information of Galveston County Emergency Communication District as of and for the year then ended December 31, 2010, which collectively comprise the District's basic financial statements as listed in the table of contents These financial statements are the responsibility of Galveston County Emergency Communication District's management Our responsibility is to express an opinion on these financial statements based on our audit

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation We believe that our audit provides a reasonable basis for our opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities and the governmental fund information of Galveston County Emergency Communication District as of December 31, 2010, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America

In accordance with *Government Auditing Standards*, we have also issued our report dated May 6, 2011, on our consideration of Galveston County Emergency Communication District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information and schedules of funding progress on pages 2 through 3, 10 and 20, be presented to supplement the basic financial statements Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance

DRDA, PLLC

DRDA, PLLC
May 6, 2011

[illegible] Tremont Street • Galveston Texas [illegible] • [illegible] • Fax [illegible]
[illegible] Area Blvd • Houston Texas [illegible] • [illegible] • Fax [illegible]
www.drdacpa.com

Galveston County Emergency Communication District
Management's Discussion and Analysis
December 31, 2010

As management of the Galveston County Emergency Communication District, (GCECD), we offer readers of the District's financial statements this overview and analysis of the District's financial activities for the fiscal year ended December 31, 2010

Financial Highlights

During the Fiscal year 2010 the District operating revenues were $655,140 more than the operating expenses in the fund Financial Statements, with a fund balance of $4,771,263 The government-wide financial statements include net assets of $5,428,339, total program revenues of $1,921,575 and total operating expenses of $1,712,573 for net revenue of $209,002

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements The District's basic financial statements are compromised of three components (1) government-wide financial statements, (2) fund financial statements and (3) notes to the financial statements

Government-Wide Financial Statements – The government-wide financial statements, which begin on page 4 of this report, are designed to provide readers with a broad overview of the District's finances in a manner similar to a private-sector business The Statement of Net Assets presents information on all of the District's assets and liabilities, with the difference between the two reported as net assets Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating The Statement of Activities presents information showing how the District's net assets changed during the fiscal year All changes in net assets are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in the future fiscal periods (e g , earned but unused compensated absences)

Fund Financial Statements – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements However, unlike the government-wide financial statements, governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year Such information may be useful in evaluating a district's near-term financing requirements

Notes to the Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements The notes to the financial statements can be found on pages 11 - 20 of this report

Comparison in Government-Wide Financial Statements

The total assets for the District were $5,684,505 at Fiscal Year End of 2010, compared to $5,442,201 at FYE 2009 This includes capital assets net of accumulated depreciation For FYE 2010 the total liabilities were $256,166 making the total net assets of $5,528,339 The total liabilities for FYE 2009 were $222,864 making the total net assets of $5,219,337

Capital Assets

At Fiscal Year End of 2010 the District had $912,371 net of accumulated depreciation, invested in capital assets This includes office equipment, Vehicles, E9-1-1 equipment and equipment used on the Regional Trunked Radio System Regional Trunked Radio System equipment of $66,712 and office equipment and furniture of $5,299 were purchased during the year to improve the reliability and interoperability of the systems and depreciation of $450,591 was recognized

Analysis of Significant Budget Variances

The actual excess of revenues over expenditures was $655,140 compared to budget of $471,591 resulting in a difference of $183,549 from the budgeted amount Revenues were over budget by $34,091 Expenses were under budget by $149,458 Expenses were under budget in large part due to System Operating expenses, PSAP Equipment maintenance, RTRS maintenance and tower rent all coming in significantly under budget

Economic Factors and Next Year's Budget and Rates

The projected revenue for fiscal year 2011 shows an decrease of 1 11% compared to the budget for fiscal year 2010 Projected decreases are expected in E9-1-1 fees and in Interest Earned on our deposits

Projected expenses for fiscal year 2011 show an increase of 9 87% over the budget for fiscal year 2010 The total expenses were increased by $139,697 with the largest increase in Personnel expenses due to the budgeting of an additional employee and all related personnel costs

Although there is a decrease in the budgeted income and an increase in the budgeted expenses there is still a budgeted net increase of $311,024

The routine duties of the District involve assuring the 9-1-1 network is functional and the Customer Premise Equipment (CPE) is operating properly The operation of the Regional Trunked Radio System is also a responsibility of the District Maintaining the existing equipment will be our focus in FY2011 as well as evaluating our future needs

Request for Information

The financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives If you have questions about this report or need additional financial information, please contact the Executive Director at 1353 FM 646 Road West, Suite 101 in League City, Texas

BASIC FINANCIAL STATEMENTS

GOVERNMENT-WIDE FINANCIAL STATEMENTS

Galveston County Emergency Communication District
Statement of Net Assets
December 31, 2010

Assets		
Cash and cash equivalents	$	103,330
Certificates of deposit		4,416,564
Accounts receivable		107,953
Accrued interest receivable		7,621
Prepaid expenses		136,666
Capital assets, net accumulated depreciation		912,371
Total Assets		5,684,505
Liabilities		
Accounts payable		871
Noncurrent liabilities		
Due in more than one year		
Compensated absences		157,340
Net OPEB obligation		97,955
Total Liabilities		256,166
Net Assets		
Investments in capital assets net of related debt		912,371
Unrestricted		4,515,968
Total Net Assets	$	5,428,339

The accompanying notes are an integral
part of these financial statements

Galveston County Emergency Communication District
Statement of Activities
Year Ended December 31, 2010

Expenses		
System operating expenses	$	185,727
Wireless and data base management		50,826
PSAP equipment maintenance		12,769
CPE maintenance		80,000
Payroll and related expenses		596,496
Office supplies and equipment		11,748
Postage		1,466
Rent		20,000
Utilities, administrative and RTRS		38,669
Education and seminars		15,797
Regional and state meetings		15,689
Insurance		37,259
Professional memberships and services		29,686
Promotions and public information		13,307
Communications		11,373
Training and training library		240
Vehicle allowance/mileage expenses		16,754
RTRS maintenance agreement		74,078
Contingency operational, RTRS		14,649
RTRS tower rental		35,449
Depreciation		450,591
Total Expenses		1,712,573
Revenues		
Service fees		1,558,490
Inter-local agreements		310,988
Interest income		51,638
Other revenue		459
Total Revenues		1,921,575
Net Revenues (Expenses)		209,002
Net assets beginning of year		5,219,337
Net assets end of year	$	5,428,339

The accompanying notes are an integral
part of these financial statements

FUND FINANCIAL STATEMENTS

Galveston Emergency Communication District
Balance Sheet
Governmental Funds
December 31, 2010

	General Fund
Assets	
Cash and cash equivalents	$ 103,330
Certificates of deposit	4,416,564
Accounts receivable	107,953
Accrued interest receivable	7,621
Prepaid expense	136,666
Total Assets	4,772,134
Liabilities and Fund Balances	
Liabilities	
Accounts payable	871
Total Liabilities	871
Fund Balance	
Reserved for prepaid expenses	136,666
Designated for catastrophic event reserve	600,000
Designated for new equipment and upgrades	4,034,597
Total Fund Balance	4,771,263
Total Liabilities and Fund Balance	$ 4,772,134

The accompanying notes are an integral part of these financial statements

Galveston Emergency Communication District
Reconciliation of the Governmental Fund Balance Sheet
to the Statement of Net Assets
December 31, 2010

Total fund balance, governmental funds	$	4,771,263
Amounts reported for governmental activities in the statement of net assets are different because		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the fund		912,371
Noncurrent liabilities of governmental activities are not financial resources and, therefore are not reported in the funds		
Compensated absences		(157,340)
Estimated net OPEB obligation		(97,955)
Net assets of governmental activities	$	5,428,339

The accompanying notes are an integral
part of these financial statements

Galveston Emergency Communication District
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
Year Ended December 31, 2010

	General Fund
Revenues	
Service fees	$ 1,558,490
Inter-local agreements	310,988
Interest income	51,638
Other revenue	459
Total Revenues	1,921,575
Expenditures	
Current	
System operating expenses	185,727
Wireless and database management	50,826
PSAP equipment maintenance	12,769
CPE maintenance	80,000
Payroll and related expense	528,938
Office supplies and equipment	11 748
Postage	1,466
Rent	20,000
Utilities, administrative and RTRS	38,669
Education and seminars	15,797
Regional and State meetings	15,689
Insurance	37,259
Professional memberships and services	29,686
Promotions and public information	13,307
Communications	11,373
Training and training library	240
Vehicle allowance/mileage expenses	16,754
RTRS maintenance agreement	74,078
Contingency operational, RTRS	14,649
RTRS tower rental	35,449
Capital outlay	72,011
Total Expenditures	1,266,435
Excess of revenues over (under) expenditures	655,140
Fund balances, beginning of year	4,116,123
Fund balances, end of year	$ 4,771,263

The accompanying notes are an integral part of these financial statements

Galveston Emergency Communication District
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Fund to the Statement of Activities
Year Ended December 31, 2010

Net changes in fund balance	$	655,140
Amounts reported for governmental activities in the statement of activities are different because		
Capital outlays are reported as expenditures in governmental funds However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives as depreciation expense In the current period, these amounts are		
Capital outlay		72,011
Depreciation expense		(450,591)
Some items reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds This activity consists of		
Increase in compensated absences		(17,506)
Increase in estimated net OPEB obligation		(50,052)
Change in net assets of governmental activities	$	209,002

The accompanying notes are an integral part of these financial statements

Galveston Emergency Communication District
Statement of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
General Fund
Year Ended December 31, 2010

	Actual	Budget	(Unfavorable) Favorable Variance
Revenues			
Service fees	$ 1,558,490	$ 1,537,684	$ 20,806
Inter-local agreement	310,988	295,000	15,988
Interest income	51,638	54,500	(2,862)
Other revenue	459	300	159
Total Revenues	1,921,575	1,887,484	34,091
Expenditures			
Current			
System operating expenses	185,727	202,392	16,665
Wireless and database management	50,826	48,280	(2,546)
VDB/ERDB	-	6,852	6,852
PSAP equipment maintenance	12,769	52,750	39,981
CPE maintenance	80,000	85,000	5,000
Payroll and related expenses	528,938	529,334	396
Office supplies and equipment	11,748	18,000	6,252
Postage	1,466	1,500	34
Rent	20,000	21,120	1,120
Utilities, administrative and RTRS	38,669	42,600	3,931
Education and seminars	15,797	40,995	25,198
Regional and state meetings	15,689	15,100	(589)
Insurance	37,259	38,000	741
Professional memberships and services	29,686	38,000	8,314
Promotions and public information	13,307	15,000	1,693
Communications	11,373	12,500	1,127
Training and training library	240	1,000	760
Vehicle allowance/mileage expenses	16,754	20,000	3,246
RTRS maintenance agreement	74,078	117,500	43,422
Contingency operational, RTRS	14,649	20,000	5,351
RTRS tower rental	35,449	82,470	47,021
Capital outlay	72,011	7,500	(64,511)
Total expenditures	1,266,435	1,415,893	149,458
Excess of revenues over (under) expenditures	$ 655,140	$ 471,591	$ 183,549

The accompanying notes are an integral
part of these financial statements

NOTES TO FINANCIAL STATEMENTS

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Galveston County Emergency Communication District (District) was authorized by the emergency Telephone Number Act of the Texas Legislature The District was created by a referendum held on November 3, 1987, in Galveston County for the establishment of enhanced 9-1-1 emergency telephone service The cities of Friendswood and League City have opted not to participate with the Galveston County District The District commenced collection of the 9-1-1 service fee on December 1, 1988

Principles Determining Scope of Reporting Entity

The financial statements of the Galveston County Emergency Communication District consist only of the funds and account groups of the District The District has no oversight responsibility for any other governmental entity since no other entities are considered to be controlled by or dependent on the District Control or dependence is determined on the basis of budget adoption, taxing authority, funding, and appointment of the respective governing board

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The basic financial statements include both government-wide and fund financial statements The focus of the government-wide financial statements is on the District as a whole and the focus of the fund financial statements is on major individual funds Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as governmental

The government-wide Statement of Net Assets is presented on a full accrual basis of accounting, with an economic resource measurement focus, which incorporates long-term assets and receivables as well as long-term debt and obligations The government-wide Statement of Activities reflects the gross expenditures that are used to carry on the function of the District The Statement of Activities reduces gross expenses (including depreciation) by related program revenues Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting This is the manner in which these funds are normally budgeted In the fund financial statements, financial transactions and accounts of the District are organized on the basis of funds The operation of each fund is considered to be an independent fiscal and separate accounting entity, with a self-balancing set of accounts recording cash and/or other financial resources together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations Governmental fund revenues are recognized as soon as they are both measurable and available Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period For this purpose, the District considers revenues to be available if they are collected within 30 days of the end of the current fiscal period Expenditures generally are recorded when a liability is incurred, as under accrual accounting

Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements a reconciliation is presented which briefly explains the adjustment necessary to reconcile the fund financial statements to the government-wide financial statements The entity has no fiduciary funds

Each presentation provides valuable information that can be analyzed and compared (between governments) to enhance the usefulness of the information

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fund Balance

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose Designations of fund balance represent tentative management plans that are subject to change

Net Assets

Net assets represent the difference between assets and liabilities Net assets invested in capital assets, net of related debt consist of capital assets, net accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds Net assets are reported as restricted when there are limitations imposed on their use either through the enabling legislations adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments The District generally first uses restricted assets for expenses incurred for which both restricted and unrestricted assets are available The district may defer the use of restricted assets based on a review of the specific transaction

Compensated Absences

The District accrues earned but unpaid vacation and sick leave pay in accordance with the District's personnel policies The amount of accrued compensated absences at December 31, 2010, is $157,340 All paid time off is accrued when incurred in the government-wide financial statements

Cash and Cash Equivalents

Cash and cash equivalents are comprised of deposits in interest-bearing checking accounts of $103,230 and petty cash of $100

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities to the date of the financial statements and the reported amounts of revenues and expenses during the reporting period Actual results could differ from those estimates

NOTE B - DEPOSITS AND INVESTMENTS

The District's Board policy authorizes the District to invest in guaranteed or secured certificates of deposit issued by state or national banks domiciled in Texas or a savings and loan association domiciled in Texas that are insured by the FDIC or secured by other means as described in the Board policy

The District's investment policies and types of investments are governed by the Public Funds Investment Act (PFIA) The District's management believes that it complied with the requirements of the PFIA and the District's investment policies

The District's deposits and investments are categorized under investment categories to give an indication of credit risk Credit risk is the risk that another party to a deposit or investment transaction will not fulfill its obligations This is not to be confused with market risk, which is the risk that the market value of an investment, collateral protecting a deposit, or securities underlying a repurchase agreement will decline Market risk is not depicted in this note

NOTE B - DEPOSITS AND INVESTMENTS (Continued)

The following categories of credit risk are included

Category 1

Deposits that are insured or collateralized with securities held by the District or by its agent in the District's name, Investments insured or registered in the name of the District, or securities held by the District or its agent in the District's name

Category 2

Deposits collateralized with securities held by the pledging financial institution's trust department or agent in the District's name, with securities held by the counter party's trust department or agent in the District's name

Category 3

Deposits uncollaterized, including securities used for collateral held by the pledging financial institution or by its trust department or agent but not in the District's name, Investments uninsured or unregistered in the District's name, with the securities held by the counter party's trust department or agent but not in the District's name

At December 31, 2010, the District's deposits are categorized as follows

Description	Carrying Amount	Risk Category
Cash in interest bearing accounts	$ 103,230	1
Certificates of deposit	$ 4,416,564	2

Interest rates on certificates of deposit ranged from 0 55% to 1 75% during the year Accrued interest on these deposits at December 31, 2010 was $7,621

The investments are reported by the District at amortized cost in accordance with Governmental Accounting Standards Board Statement (GASB) No 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*

NOTE C - ACCOUNTS RECEIVABLE

Accounts receivable, as of December 31, 2010 is comprised of the following

	2010
Service fees	
Southwestern Bell Telephone	$ 30,951
Verizon	11,846
Cameron Telephone	171
Wireless fees	
State of Texas Advisory Commission on State Emergency Communications	63,768
Interlocal subscriber radio repairs	1,217
Total accounts receivable	$ 107,953

All amounts are considered to be fully collectible

NOTE D – PREPAID ASSETS

Prepaid assets consist of the following

Prepaid Expense	December 31, 2010
Prepaid rent	$ 90,000
Maintenance contracts	46,666
Total prepaid expense	$ 136,666

NOTE E – CAPITAL ASSETS

Capital assets as of December 31, 2010 are comprised of the following

	Balance December 31, 2009	Additions	Retirements	Balance December 31, 2010
Enhanced 9-1-1 equipment	$ 1,546,634	$ -	$ -	$ 1,546,634
Office equipment	20,497	5,299	-	25,796
RTRS equipment	1,775,847	66,712	-	1,842,559
Furniture and fixtures	33,775	-	-	33,775
Mapping equipment	10,714	-	-	10,714
Vehicles	26,050	-	-	26,050
	3,413,517	72,011	-	3,485,528
Less accumulated depreciation	(2,122,566)	(450,591)	-	(2,573,157)
	$ 1,290,951	$ (378,580)	$ -	$ 912,371

Depreciation Method

The depreciation method is straight line using the estimated useful life Estimated life of furniture and fixtures is seven years, five years for mapping equipment, office equipment, enhanced 911 equipment, and vehicles RTRS equipment useful lives are either 5, 8 or 10 years New computer purchases are depreciated for 2 years Maintenance and repairs are charged to expense as incurred Renewals, improvements, and equipment acquisitions exceeding $1,000 in cost are capitalized by charges to capital assets and depreciated at appropriate rates

NOTE F - BOARD DESIGNATION OF FUND BALANCE

The District's designated funds are calculated based on assumptions linked to the proposed budget and specific Board designations They are designated for future equipment upgrades and for operating expenses in the event of a catastrophic event

NOTE G – INTER-LOCAL AGREEMENT

Trunked radio is a computer controlled common radio system that takes advantage of trunked radio technology to provide wide area radio communications The District has entered into inter-local agreements with the user entities Subscriber fees are differentiated between governmental users and nongovernmental users For participating and non-participating governmental users, the user fee is $5 50 and $7 00, respectively, per month per unit, the nongovernmental fee is $8 00 per month per unit, effective when the radios are activated User fees billed during the year ended December 31, 2010 were $310,988

NOTE H - SERVICE FEES

Revenues are collected by local telephone companies operating in the Districts 9-1-1 service area The revenues are then remitted to the District net of amount not collected from the telephone companies' customers and an administrative fee for processing and collection Beginning in 1995, the District began collecting the 9-1-1 fee from owners of private telephone switches that provide residential service

In November 1995, the District's Board of Managers authorized the levying of 9-1-1 service fees for all wireless telephones, which includes all cellular and PCN/PCS providers, beginning March 1, 1996 The rate levied was equivalent to the residential rate of $0 62 per month Effective September 1, 1998, the Texas legislature passed legislation requiring a payment of $0 50 per line per month The fee is collected through the State of Texas 9-1-1 Commission and distributed to the District from there

The following is a breakdown of service fee revenues recognized for the year ended December 31, 2010

	Fees Billed	Less Administrative Fees	Not Collected	Service fee Adjustments	Total
Service fees					
Southwestern Bell	$ 395,430	$ 20	$ 3,287	$ 3,921	$ 388,202
Verizon	157,532	2,467	-	1,551	153,514
Cameron	2,094	-	-	-	2,094
Other	162,806	-	-	-	162,806
Private switch	5,456	-	-	-	5,456
Wireless					
State 9-1-1 Commission	835,172	-	-	-	835,172
Total	$ 1,558,490	$ 2,487	$ 3,287	$ 5,472	$ 1,547,244

NOTE I - ENHANCED 9-1-1 SERVICE COSTS

The District incurs monthly charges for the Enhanced 9-1-1 services provided by Southwestern Bell Telephone Co and Verizon, which is subject to rates as approved by the Public Utility Commission of Texas The total charge for these services for the year ended December 31, 2010 was $185,727

NOTE J - OPERATING LEASE

Beginning July 2005, the District leases its office space in a building in Dickinson, Texas The District has a ten year lease at the facility, which was prepaid in the amount of $200,000 The prepaid rent is being amortized at the rate of $1,667 per month The amount of unamortized prepaid rent at December 31, 2010, is $90,000

NOTE K - INSURANCE

All risk of loss is purchased through standard commercial insurance carriers Risk of loss retained by the District is the annual premium plus the related deductibles No uninsured losses for the year exceeded these amounts

NOTE L – RELATED PARTY TRANSACTIONS

Certain members of the Board of Managers for the District are also board members at the depository institution where cash and certificates of deposit are held This relationship was declared during the bid acceptance process and they abstained from voting on the public funds depository bid

NOTE M - EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN

Plan Description

Galveston County Emergency Communication District provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the state-wide Texas County and district Retirement system (TCDRS) The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of 574 nontraditional defined benefit pension plans TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis THE CAFR is available upon written request from the TCDRS Board of Trustees at P O Box 2034 Austin, Texas 78768-2034 or online at www tcdrs org

The plan provisions are adopted by the governing body of the employer, within the options available in the Texas state statutes governing TCDRS (TCDRS Act) Members can retire at ages 60 and above with 8 or more years of service, with 20 years of service regardless of age or when the sum of their age and years of service equals 75 or more Members are vested after 8 years but must leave their accumulated contributions in the plan to receive any employer-financed benefit Members who withdraw their personal contribution in a lump sum are not entitled to any amounts contributed by the employer

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act

Funding Policy

The employer has elected the annually determined contribution rate (ADCR) plan provisions of the TCDRS Act The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually It was 12 88% for the calendar year 2010 The contribution rate payable by the employee members is the rate of 7% as adopted by the governing body of the employer The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act

Annual Pension Cost

For the employer's accounting year ending December 31, 2010, the annual pension cost for the TCDRS plan for its employees was equal to actual contributions of $51,503 The required contribution was determined as part of the December 31, 2009 actuarial valuation using the entry age actuarial cost method

Schedule of Employer Contributions

The District's annual pension cost, the percentage of annual pension cost contributed to the plan, and the net pension obligations were as follows

Accounting Year Ending	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Pension Obligation
12/31/2007	$ 41,538	100%	$ -
12/31/2008	$ 39,521	100%	$ -
12/31/2009	$ 51,503	100%	$ -

NOTE M - EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (continued)

Funded Status and Funding Progress

As of December 31, 2009, the most recent actuarial valuation date, the plan was 90 89% funded The actuarial accrued liability for benefits was $1,264,885, and the actuarial value of assets was $1,149,618, resulting in an unfunded actuarial accrued liability (UAAL) of $115,267 The covered payroll (annual payroll of active employees covered by the plan) was $372,135, and the ratio of the UAAL to the covered payroll was 30 97%

The schedule of funding progress, presented as required supplementary information following the notes to the financial statements presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits

Methods and assumptions

The December 31, 2009 actuarial valuation was prepared using the entry age actuarial cost method The actuarial assumptions at December 31, 2009 included (a) 8 0 percent investment rate of return (net of administrative expenses), (b) projected salary increases of 5 4 percent and (c) an inflation component of 3 5 percent The actuarial value of assets was determined using techniques that spread the effects of short-term volatility in the market value of investment over a ten-year period Then unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll on a closed basis The remaining amortization period at December 31, 2009 was 20 years

Actuarial valuation date	12/31/07	12/31/08	12/31/09
Actuarial cost method	entry age	entry age	entry age
Amortization method	level percentage of payroll, closed	level percentage of payroll, closed	level percentage of payroll, closed
Amortization period	15 years	20 years	20 years
Asset valuation method	SAF 10-yr smoothed value ESF fund value	SAF 10-yr smoothed value ESF fund value	SAF 10-yr smoothed value ESF fund value
Actuarial Assumptions			
Investment return	8 00%	8 00%	8 00%
Projected salary increases	5 30%	5 30%	5 40%
Inflation	3 50%	3 50%	3 50%
Cost of living adjustments	0 00%	0 00%	0 00%

NOTE N - DEFERRED COMPENSATION PLAN

All employees participate in a deferred compensation plan created in accordance with Internal Revenue Code Section 457 The plan permits employees to defer a portion of their salary until future years The deferred compensation is not available to employees until termination, retirement, or death The plan is administered by an insurance company

NOTE O – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN

Plan Description

Galveston County Emergency Communications District provides its employees health benefits upon retirement Benefit provisions are established or may be amended under the authority of the District's management The District administers the single-employer defined benefit plan

Funding Policy

This plan represents an unfunded OPEB program Employer contributions will be made on a pay-as-you-go basis subject to the originating policy adopted by the District's management Retired plan members are not required to contribute to the plan

Annual OPEB Cost and Net OPEB Obligation

The District has elected to calculate the annual required contribution of the employer (ARC) and related information using the Alternative Measurement Method permitted by GASB Statement No 45 for employers in plans with fewer than one hundred total plan members The District's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the ARC The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years

The following represents the development of the annual OPEB cost and net OPEB obligation at December 31

	2010
Net OPEB obligation at beginning of year	$ 47,903
Annual Required Contribution	49,850
Interest on net OPEB obligation	2,156
Adjustment to annual required contribution	(1,954)
Annual OPEB cost (expense)	50,052
Net OPEB obligation at end of year	$ 97,955

Schedule of Employer Contributions

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligations were as follows

Accounting Year Ending	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
12/31/2010	$ 50,052	0%	$ 97,955
12/31/2009	$ 47,903	0%	$ 47 903

NOTE O – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN (Continued)

Funded Status and Funding Progress

As of the valuation date, January 1, 2009, the plan assets were $0, the actuarial accrued liability for benefits was $325,355, the total unfunded actuarial liability is $325,355, and the actuarial value of assets as a percentage of the actuarial accrued liability (funded ratio) is 0% The covered payroll (annual payroll of active employees covered by the plan) was $352,727, and the ratio of the unfunded actuarial accrued liability to the covered payroll was 92%

The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far in to the future Examples include assumptions about future employment, mortality, and the healthcare cost trend Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectation and new estimates are made about the future The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits

Methods and assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point The methods and assumptions used included techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations

A discount rate of 4 50% was used A general price inflation of 2 80% was assumed In addition, the Projected Unit Credit actuarial cost method was used The unfunded actuarial accrued liability is being amortized as a level percentage of projected payrolls on a closed basis The remaining amortization period at December 31, 2010 was 29 years As authorized by GASB Statement No 45, the Alternative Measurement Method with its simplifications of certain assumptions was employed in measuring actuarial accrued liabilities and the ARC

The following simplifying assumptions were made pursuant to the Alternative Measurement Method

Retirement age for active employees – Estimated using the earliest age eligible for normal retirement

Active member marital status – Assumption of marital status for active employees has been incorporated in the acceptance probability for spousal coverage Using this approach, the percentage of future retired plan members taking spousal coverage was assumed at 0%

Mortality – Life expectancies were based on the 2004 United States Male and Female life tables

Turnover – Non-group-specific age-based turnover data provided in GASB Statement No 45 were used as the basis for assigning active members a probability of remaining employed until the assumed retirement age and for developing an expected future working lifetime assumption for purposes of allocating to periods the present value of total benefits to be paid

Healthcare cost trend rate – Health cost is expected to remain constant in the year 2010 and to increase 10% in the year 2011 due to new health care legislation For years 2012 and 2013 an increase of 5% per year is anticipated due to additional benefits mandated by the health care legislation For the year 2014 an increase of 4% is estimated and then a leveling off with a 3% increase through year 2018

Healthcare insurance premiums – Health insurance premiums for retirees in effect at December 31, 2009 were used as the basis for calculating the present value of total benefits to be paid

REQUIRED SUPPLEMENTARY SCHEDULES AND OTHER INFORMATION

Galveston County Emergency Communication District
Schedules of Funding Progress
December 31, 2010

Employee Defined Benefit Pension Retirement Plan
Galveston County Emergency Communication District
Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Annual Covered Payroll[1] (c)	UAAL as a Percentage of Covered Payroll [(b-a)/c]
12/31/07	909,732	944,668	34,936	96 30%	342,178	10 21%
12/31/08	977,747	1,088,865	111,118	89 80%	357,779	31 06%
12/31/09	1,149,618	1,264,885	115,267	90 89%	372,135	30 97%

Employee Defined Benefit Healthcare Retirement Plan
Galveston County Emergency Communication District
Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Annual Covered Payroll (c)	UAAL as a Percentage of Covered Payroll [(b-a)/c]
01/01/09	0	325,355	325,355	0%	352,727	92%

DRDA
a professional limited liability company
certified public accountants and business consultants

WILLIAM C. ANSELL CPA
ANN S. MASEL CPA

DOUGLAS A. DICKEY CPA
T. MARK RUSH CPA
RICK CORNJO CFP

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Managers
Galveston County Emergency Communication District

We have audited the financial statements of the business-type activities, and the governmental fund information of Galveston County Emergency Communication District (the 'District') as of and for the year ended December 31, 2010, which collectively comprise the District's basic financial statements as listed in the table of contents and have issued our report thereon dated May 6, 2011 We conducted our audit in accordance with accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the comptroller General of United States

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented or detected and corrected on a timely basis

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all such deficiencies have been identified We did not identify any deficiencies in internal control that we consider to be material weaknesses

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*

1011 Tremont Street • Galveston Texas 77550 • (409) 765-9511 • Fax (409) 765-9535
1120 Bay Area Blvd • Houston Texas 77058 • (281) 488-2022 • Fax (281) 488-5764
www.drdacpa.com

This report is intended solely for the information and use of management and others within the Organization and is not intended to be and should not be used by anyone other than those specified parties

DRDA, PLLC

DRDA, PLLC
Galveston, Texas
May 6, 2011

AGENDA ITEM #6

GALVESTON COUNTY HEALTH DISTRICT

4C's Clinics, Public Health Programs, Galveston E.M.S.

Harlan "Mark" Guidry MD MPH
Chief Executive Officer & Health Authority

www.gchd.org

Warren J Holland III
Chief Operating Officer

RECEIVED
JUL 25 2011
GALVESTON COUNTY JUDGE

July 18, 2011

County of Galveston
Mark Henry, County Judge
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Dear Judge Henry,

Enclosed is a summary of the compliance audit for the Jail Health Contract between Corizon (Formerly Correctional Medical Services) and the County of Galveston for the period April, 2011 to June, 2011.

If you have any questions, please call me at (409) 938-2260

Sincerely,

W. Jay Holland,
Chief Operating Officer

CC: H. Mark Guidry, MD, MPH, Chief Executive Officer, GCHD
Chief Mike Henson, GCSD
Rufus Crowder, CPPB, Purchasing Agent
Robin Bartholomew, Health Services Administrator, CMS
File

Reporting Period – April, 2011 – June, 2011

In June, 2011, CMS' parent company, Valitas Health Services, Inc merged with American Service Group, Inc., the parent company of PHS Correctional Healthcare, Inc. As a result of the merger, CMS became Corizon Health Headquarters for Corizon Health are located in Brentwood, Tennessee with Operational Headquarters in St Louis, Missouri Together, Corizon serves approximately 400,000 inmates in 31 states.

During this reporting period, medical services provided by Corizon Health (formerly CMS) for the Galveston County Jail were audited with the following areas reviewed

The Galveston County Jail's Medical Department is fully accredited by the National Commission on Correctional Health Care (NCCHC). Accreditation was achieved in July, 2009 for a period of two (2) years The re-certification survey is scheduled July 28th and July 29th, 2011 Reviews conducted each reporting period will be based on criteria required to maintain accreditation.

Review: Intake Screenings

A comprehensive medical and mental health screening is completed on all inmates at the time they are received in the "booking" department by medical personnel. Consent for treatment form is signed by the inmate at this time. The initial health screening is completed on every inmate including those who have posted bail/bond and will be released immediately after booking. The screening is completed to determine each inmate's health needs and to document a basic medical and mental health history. Based on the history and current information provide by the inmate, referrals to medical, mental health, dental, chronic care clinic, etc are scheduled for the inmate Inmate vital signs are taken and recorded at this time, including blood sugar testing, etc as needed

Inmates, screening positive for mental health problems are referred immediately to the Mental Health Professionals. Positive screens for mental health are based on written protocols established by the mental health physician (s) and other appropriate staff.

The number of intake screenings for this reporting period is as follows

April, 2011: 1,477
May, 2011 1,304
June, 2011 1,188

Review: Physical Assessments

NCCHC standards have two options for implementing and demonstrating compliance that all inmates receive an initial health assessment. The medical staff has elected to adopt the standard requiring a "full population assessment" which involves performing assessments on 100% of inmates This is an essential NCCHC standard and requires 90% compliance to maintain accreditation

Every inmate is given a Physical Assessment as soon as possible, but no later than fourteen (14) days of incarceration. However, a Physical Assessment is not required on an inmate previously incarcerated in the Galveston County Jail within one (1) year.
The physical assessment is performed to determine a more comprehensive analysis of each inmate's medical needs

An inmate may refuse the Physical Assessment The refusal is documented in the inmate medical record (chart) The Physical Assessments and Mental Health Evaluations are performed at the same time by a Registered Nurse (RN). The completed Physical Assessments are reviewed, date of the review and signed by the Physician.

The number of Physical Assessments reviewed this reporting period is as follows:

April, 2011 – 252
May, 2011 – 206
June, 2011 – 250

A total of ninety (90) charts were reviewed this reporting period. Of the ninety (90) charts reviewed, two (2) did not contain Physical Assessments and Mental Health Evaluations.

Total compliance for the NCCHC standard this reporting period is 98%.

Review: Sentential Event: (Deaths: Natural / Suicide):

There were no sentential events this reporting period

Review: Mental Health Screening and Evaluation

The NCCHC standard requires all inmates to receive a mental health screening at intake Inmates with a positive screen will receive a mental health evaluation within fourteen (14) days of incarceration. The Mental Health Evaluation and Physical Assessment are completed at the same time, the compliance percentage is the same as reported for the Physical Assessment compliance.

However, inmates that have a history of mental health problems or exhibit a possibility of mental health problems are referred immediately to the Mental Health Professionals

An inmate may refuse this procedure Documentation of all refusals is maintained in the inmates' medical record

Since the "full population assessment" standard has been adopted, compliance indicators for Mental Health Evaluation will be the same as the Physical Assessments since both are completed during the same encounter

The composition of the Mental Health staff is as follows:

One (1) Licensed Mental Health Professional for forty (40) hours per week
One (1) Mental Health Registered Nurse (RN) for forty (40) hours per week
One (1) Mental Health Physician for sixteen (16) hours per week

The number of inmates encounters by the Mental Health Staff this reporting period is as follows·

Mental Health Professionals	**Psych Physician**
April, 2011: 250	April, 2011 - 77
May, 2011. 356	May, 2011 - 19
June, 2011· 480	June, 2011 - 117

Review: Mental Health Encounters:

Attempted Suicides:

April, 2011 – 1 May, 2011 – 2 June, 2011 – 3

Successful Suicides (Reported under "Sentential Events")

Full Suicide Precautions:

April, 2011 – 65 May, 2011 – 104 June, 2011 - 96

Mental Health Sick Call Requests·

April, 2011 – 98 May, 2011 – 73 June, 2011 - 181

Mental Health Rounds:

April, 2011 – 244 May, 2011 – 354 June, 2011 - 163

Review: Dental Clinic:

The dental clinic is operated 16 hours per week by one (1) Dentist and one (1) Dental Assistant. Inmates are scheduled and seen based on immediate needs.

The dental clinic was did not have a dentist in the months of May and June, 2011. A new dentist started in July, 2011.

Dental clinic encounters this period are as follows:

Inmates seen by Dentist.

April, 2011 – 75 May, 2011 – 0 June, 2011 – 0

Number of Fillings

April, 2011 – 14 May, 2011 – 0 June, 2011 – 0

Number of Extractions:

April, 2011 – 37 May, 2011 – 0 June, 2011 – 0

Review: Clinical Encounters:

After an inmate has been triaged and/or treated by a nurse a minimum of two times, he/she is referred to the Mid Level Provider or Physician Sick Call. Based on the inmate's medical needs, he/she may be seen immediately by the mid level provider or Physician without having been seen twice by a nurse.

Inmates identified with chronic medical problems such as diabetes, hypertension, etc. are referred to the Chronic Care clinic immediately. Identification of chronic medical problems is usually identified during the screening process.

Physician Sick Call:

April, 2011 - 93 May, 2011 – 102 June, 2011 - 91

Mid Level Provider Sick Call:

April, 2011 – 157 May, 2011 – 224 June, 2011 - 305

Nurse Sick Call (Triage)

April, 2011 - 685 May, 2011 – 744 June, 2011 - 736

Nurse Treatments:

April, 2011 – 2,644	May, 2011 – 3,138	June, 2011 – 1,188

Segregation visits:

April, 2011 – 197	May, 2011 – 282	June, 2011 – 297

Chronic Care Clinic:

April, 2011 - 91	May, 2011 – 84	June, 2011 – 161

Gyn (PAP) Clinic:

April, 2011 – 1	May, 2011 – 2	June, 2011 - 5

Review: Annual Assessments

Corizon will provide a comprehensive annual assessment of each inmate upon his/her one year anniversary date of incarceration. The numbers of annual assessments performed this reporting period are as follows:

April, 2011 – 6	May, 2011 – 9	June, 2011 - 6

Review: TB Program

A comprehensive correctional tuberculosis screening plan for the Galveston County Jail is updated annually to include administrative and operational changes as required by law, Texas commission on Jail Standards and other applicable entities.

TB tests are given to each inmate incarcerated within seven (7) days of incarceration and results read within three (3) days. Inmates who test positive are given a chest x-ray to rule out active TB. If an inmate is determined to be active, TB medications are administered according to TB standards / protocol.

Inmates who have been re-incarcerated in the Galveston County Jail within a one year period and have had a TB test during the previous incarceration do not have to be retested.

Of the ninety (90) charts reviewed this reporting period, one (1) of the charts did not contain documentation of a TB test given and results recorded.

Compliance this reporting period: 99%

The following number of TB tests was administered to inmates this reporting period:

April, 2011: 251 TB tests administered – 2 Positive - 0 Active
May, 2011: 335 TB tests administered – 0 Positive - 0 Active
June, 2011: 354 TB tests administered – 6 Positive – 0 Active

Active TB patients are started on TB medications while incarcerated. If the inmate is released prior to completing medications, he/she is referred to the Galveston County Health District TB Program or other facilities for follow up treatment.

Review: Infection Control Program:

The infection control nurse performs duties associated with all infectious diseases, including TB, and all Sexually Transmitted Diseases (STD), etc.

Testing for TB is mandatory upon admission to the Galveston County Jail. Inmate STD / HIV testing is voluntary and completed upon a request from inmate. The Galveston County Health District's STD / HIV program personnel works with the Galveston County Jail's Infection Control Nurse to implement inmate STD / HIV testing and required reporting to applicable local and/or state agencies.

STD / HIV statistics this reporting period are as follows:

STD Tests:

April, 2011 – 46 tests given – 0 Positive
May, 2011 – 109 tests given – 5 Positive
June, 2011 – 78 tests given – 2 Positive

HIV Tests:

April, 2011 –46 tests given – 10 Positive
May, 2011 – 109 tests given – 12 Positive
June, 2011 – 78 tests given – 10 Positive

Inmates testing positive for STD / HIV's are treated with medications as applicable. Inmates on STD medications are reported in the "Total number of inmates on prescription medications". The number of inmates on HIV medications is as follows:

April, 2011 – 3 May, 2010 – 3 June, 2011 – 2

Review: Access to Care

The NCCHC standard requires Inmates to have access to care to meet their serious medical, dental and mental health needs. Access to care means that, in a timely manner, a patient can be seen by a clinician, be given a professional clinical judgment, and receive care that is ordered.

In the GCJ, an inmate may request medical services by completing a "Request for Medical" services form located in each area where inmates are housed. The inmate completes and dates the request. It is then put in a locked container located in each area. A nurse collects these requests in each housing area daily and date stamps them with the date received.

Corizon's protocol requires a nurse triage (review of written request) within twenty-four (24) hours of receipt of the inmate's medical request and an encounter (face to face) within forty-eight hours or seventy-two (72) hours if on a week-end or holiday. This protocol is based on compliance with NCCHC standards

Of the ninety (90) charts reviewed this reporting period, documentation indicates all inmates requesting services were triaged within the appropriate time frames.

Compliance· 100%

Review: Health Record Format and Contents;

A complete health record (Medical chart) is required for every inmate receiving health care after the initial receiving process. The health record must contain inmate identifying information (inmate name, identification number, date of birth, sex, etc), screening documents, consent and refusal forms, encounters, treatments, progress notes, etc. The chart must contain dates of encounters with medical staff and signatures of medical staff encountered. Medical staff signatures and notes must be legible.

Ninety (90) charts were reviewed this reporting period. Of the ninety charts reviewed this reporting period, the following discrepancies were noted:

Staff signatures were not legible were not legible on thirteen (13) charts.

Intake screening form date and time not completed by staff in four (4) charts

Intake screening form date and time not completed by inmate in six (6) charts

No Physician signature on Physical Assessment review in two (2) charts.

After each review, a list of discrepancies are noted and given to the Director of Nursing and/ or HSA (Health Services Administrator). Each problem is addressed and corrected

immediately. Lack of documentation in charts usually is attributed to a back log in filing.

Review: Credentials

The contract between the Galveston County Jail and CMS requires all personnel to be certified, registered, and / or licensed as each position requires. Proof of current status must be on file for all personnel.

Physicians, Dentists and Mid Level Providers, if applicable, must have proof of current standing of Malpractice Insurance in the amount required and/or approved by the contract, DEA Registration, DPS Registration, License and CPR on file at the site

RNs, LVNs and EMT/Paramedics must have proof of current standing of license and CPR on file at the site

Medical Technicians must have proof of current registration and/or certification and CPR on file at the site

All credentials are current and on file. 100% Compliance

Review: Prescription Medications

The contract between the Galveston County Jail (County of Galveston) and CMS requires CMS to furnish Pharmacy Services providing all reasonable and medically necessary medications, prescription and nonprescription ("over the counter") medications for the inmate population. CMS' pharmacy operates within a formulary of commonly carried medications Non-formulary drugs may be ordered in special instances

The numbers of inmates on prescription drugs this reporting period are as follows:

April, 2011· 430 - 48% of the population
May, 2011: 413 - 46% of the population
June, 2011: 400 – 43% of the population

The numbers of inmates on Psych medications this reporting period are as follows:

April, 2011: 195 – 21% of the population
May, 2011: 139 – 15% of the population
June, 2011: 140 – 15% of the population

Review: Off Site Referrals

When medially necessary, an inmate may be referred to a "medical specialist" off site by a Corizon provider. A Galveston County Deputy will accompany any inmate to the off site clinic.

Off site referrals (includes the number of OB/ GYN patients seen by the contracted OB Physician) this reporting period are as follows:

April, 2011:

ER – 11 OB/GYN – 3 Orthopedics – 2

Radiology – 1 OB Ultrasound - 1

May, 2011:

ER – 3 Labor & Delivery – 1 Gyn/OB – 1

Comp – OB – 1 Ultrasound - 1

June, 2011:

ER – 5 OB/GYN – 5 Dialysis – 1

Orthopedics - 2

Review: In-House Emergencies

The Corizon medical department handles all in house emergencies including Sheriff Department personnel. If immediate transport to a hospital is required, an ambulance is called. The number of In-House Emergencies this reporting period are as follows:

April, 2011 – 11
May, 2011 – 3
June, 2011 - 5

Review: Ambulance Runs

Galveston 911 Emergency Medical Services (EMS) ambulance service is utilized when immediate transportation to a hospital is needed. Corizon medical staff handles

emergency situations until transportation arrives. The number of emergency transports this reporting period are as follows:

April, 2011 - 4
May, 2011 – 2
June, 2011 – 3

Review: Emergency Room Visits

Ambulance service is provided for inmates when emergency transportation is required. If immediate transportation is not necessary, a deputy may transport an inmate and/or other personnel to the emergency room. The number of emergency Room visits this reporting are as follows:

April, 2011 – 11
May, 2011 – 3
June, 2011 - 5

Review: Hospital Admissions

During this reporting period, the following numbers of inmates were admitted into hospitals with the total number of days included:

April, 2011 – 5 Hospital admissions
Total number of hospital days: 15

May, 2011 – 1 Hospital admissions
Total number of hospital days: 5

June, 2011 – 3 Hospital admissions
Total number of hospital days: 8

Review: Average Daily Population:

April, 2011 – 892
May, 2011 – 898
June, 2011 – 922

AGENDA ITEM #7

THE COUNTY OF GALVESTON

RIGHT OF WAY /
REAL ESTATE SERVICES
722 Moody
Galveston, Texas 77550

(409) 770-5576
(281) 316-8300, Ext 5576
(409) 770-5579 FAX

July 26, 2011

Hon. Mark Henry
Hon. Galveston County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re· ORDER OF ABANDONMENT & DISCONTINUANCE OF A PORTION OF UNOPENED 5TH STREET BEWTEEN SOUTH R/W OF AVE. A & NORTH R/W OF S H 6, A PORTION OF UNOPENED AVE B BETWEEN WEST R/W OF 5th STREET & WEST R/W OF ALGOA FRIENDSWOOD, A PORTION OF UNOPENED AVE C BETWEEN NORTH R/W OF S H. 6 AND WEST R/W OF ALGOA FRIENDSWOOD; ALL UNOPENED EAST/WEST ALLEYS IN BLOCKS 4 & 9; ALL UNOPENED NORTH/SOUTH ALLEYS IN BLOCKS 4, 9, & 16
OLD ALGOA TOWNSITE, GALVESTON COUNTY, TEXAS

Gentlemen

On June 30, 2011, Commissioner' Court approved the petition from Thomas Andrew, President of EZR Investments LLC, and wife Nancy B. Ryan to abandon the captioned unopened right of way located in Old Algoa Townsite Petitioners have now fulfilled all of the requirements for the abandonment and have submitted to us a check in the amount of $29,640.00, representing the appraised value of the land and expenses incident to said abandonment. In this connection, we are attaching original Order of Abandonment and copies of the Affidavit and Notice

If you are agreeable with this transaction, please authorize Judge Henry to execute the Order of Abandonment on behalf of Galveston County It would be appreciated if you would have a certified copy of the executed Order of Abandonment forwarded to Right of Way Department for our use in finalizing this transaction

Yours very truly,

Claudette Fickessen

Claudette Fickessen

cf
Enc

STATE OF TEXAS }
}
COUNTY OF GALVESTON }

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Andrew Ryan, President of EZR Investments LLC, Algoa, Texas, who, being first duly sworn on his oath says that he is over eighteen (18) years of age and he is not incapacitated in any way, that he is the Petitioner in the attached copy of a Petition to Abandon a Portion of a portion of an unopened right of way located in Algoa, Texas, described as follows, to-wit

5th Street between South r/w of Avenue A and North r/w of S.H. 6
Avenue B between West r/w of 5th Street & West r/w of Algoa Friendswood
Avenue C between North r/w of S.H. 6 and West r/w of Algoa Friendswood
All of East/West Alleys in Blocks 4 &9
All of the North/South Alleys in Blocks 4, 9, & 16
Containing a total of 105,053.5 square feet m/l
As shown on Exhibit "A"

That Petitioner has given at least twenty (20) days notice by written advertisement of this Petition to Abandon the above listed right of way in Algoa, Galveston County, Texas, at the beginning and the end of the portion of the right of way sought to be abandoned, the Galveston County Courthouse and at two additional public places located in the vicinity of the above described property, to-wit

Rosi's General Store – 17722 S.H. 6

Postoffice – 455 East House Street

FURTHER such Notices were posted at the places designated above on July 1, 2011, and remained posted at such placed for over twenty (20) days after the date of such posting

Thomas A. Ryan
Thomas Andrew Ryan

ACKNOWLEDGMENT

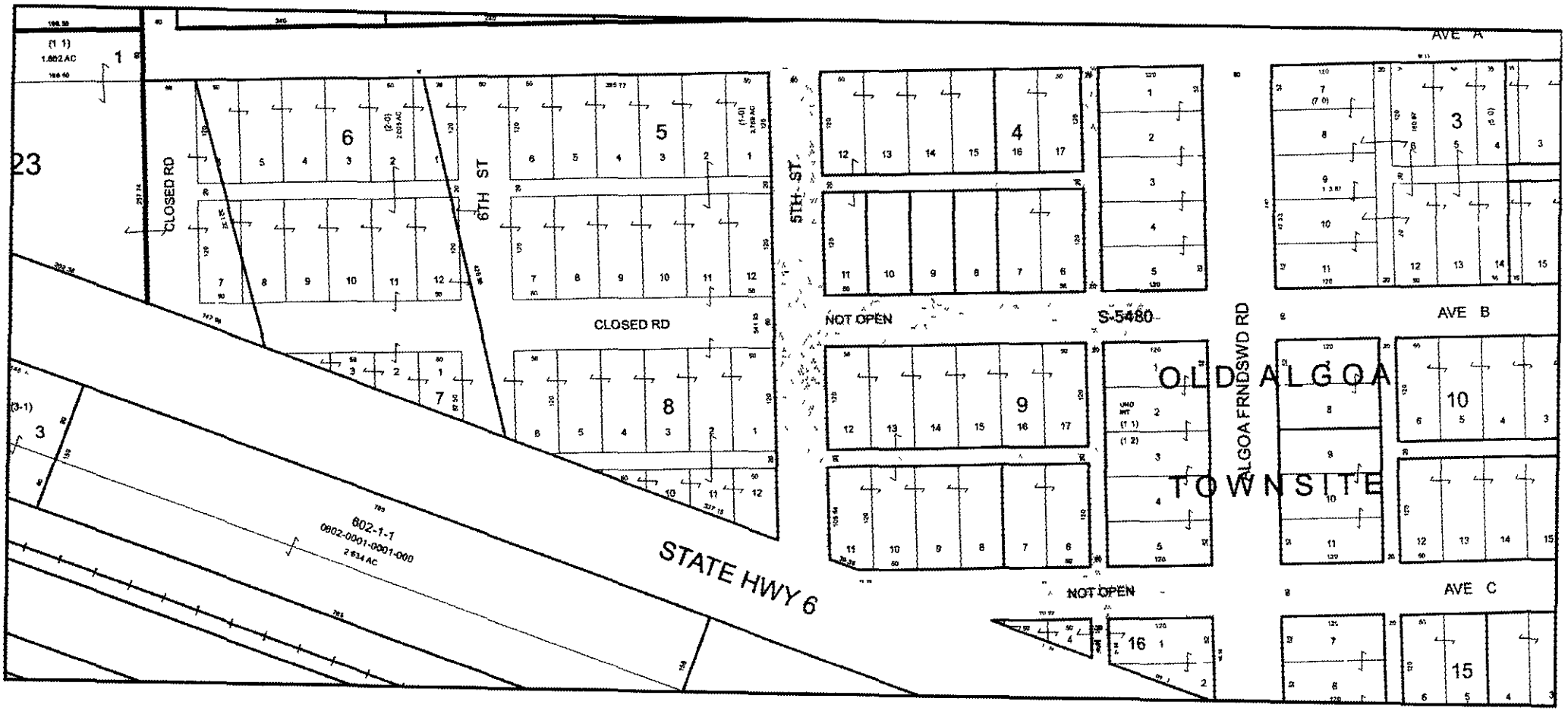
STATE OF TEXAS §

COUNTY OF GALVESTON §

SUBSCRIBED AND SWORN TO BEFORE ME by the said Thomas Andrew Ryan on this the 21st day of July, 2011, to certify which witness my hand and seal of office.

Claudette Fickessen
Notary Public in for The State of Texas

CLAUDETTE FICKESSEN
Notary Public, State of Texas
My Commission Expires
December 17, 2013



EXHIBIT

"A"

PENGAD 800-631-6989

PETITION TO CLOSE A PORTION OF UNOPENED RIGHT OF WAY

5th Street between South r/w of Ave. A and North r/w of S.H. 6
Avenue B between West r/w of 5th Street & West r/w of Algoa Friendswood
Avenue C between North r/w of S H 6 and West r/w of Algoa Friendswood
All East/West Alleys in Block 4 & 9, All North/South Alleys in Block 4, 9 & 16

Old Algoa Townsite

GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS.

NOW COMES, Thomas Andrew Ryan, President of EZR Investments LLC, and wife Nancy B. Ryan, and six (6)) other freeholders of Precinct No. 2, Galveston County, Texas, to file this their Petition and Application for the abandonment and discontinuance of unopened County road and alley rights of way located Galveston County, Texas, and for an appropriate Order of this Honorable Court so abandoning and discontinuing said hereinafter described right of way which lies within Precinct No. 2, Galveston County, Texas, in accordance with and as provided for by Chapter 251, Sub-Chapter B, of the Texas Transportation Code, and in support thereof would respectfully show unto the Court the following:

I.

That the right of way sought to be abandoned is more fully described as follows, to-wit:

5th Street between South r/w of Avenue A and North r/w of S.H. 6
Avenue B between West r/w of 5th Street & West r/w of Algoa Friendswood
Avenue C between North r/w of S.H. 6 and West r/w of Algoa Friendswood
All of East/West Alleys in Blocks 4 &9
All of the North/South Alleys in Blocks 4, 9, & 16
Containing a total of 105,053.5 square feet m/l
As shown on Exhibit "A"

II

That said right of way was not laid out by a jury of view and therefore is not a "public road right of way" within the meaning of Chapter 251 of the Texas Transportation Code, nor was the right of way at any time up to and including the present time located within the limits of an incorporated city or town.

III.

That the right of way has never been opened and used as a public right of way for more than 50 years, nor has the County of Galveston ever exercised any control, right of control, jurisdiction or dominion either for itself or on behalf of the public generally by working or spending money on the same or by any other act or in any other manner as a road.

IV

That there is not now any public need for the opening and maintaining of the right of way as a road by the County of Galveston, and that the burdens and liabilities which would be imposed upon the County of Galveston by opening and maintaining the same would not be justified by the advantages which the opening and maintenance of same would give to the public.

V.

That in the event said right of way is abandoned by the County, Petitioners, Thomas Andrew Ryan, President of EZR Investments LLC, and wife, Nancy B. Ryan, are willing to pay to the County the fair market value of such right of way as determined by a Real Estate Appraiser chosen by the County as well as all appraisal costs

VI.

Petitioners have determined that all public and private utility companies serving the area have no facilities within the area to be abandoned and have no objection to this abandonment.

VII.

WHEREFORE, Petitioners pray that twenty (20) days notice of this Application and Petition by given, that said notice should be published as required by law; that Petitioners furnish satisfactory proof of posting of said notice and that upon final hearing hereof this Honorable Court adopt a proper Resolution vacating and abandoning every claim or right the County of Galveston or the general public has or may have in the unopened and unused portions of the right of way described herein, subject, however, to any easements of record or easements now existing on the ground and that this Honorable Court enter such further orders and take such further action as may be proper or necessary in the premises.

Thomas A Ryan
Thomas Andrew Ryan, President
EZR Investments, LLC

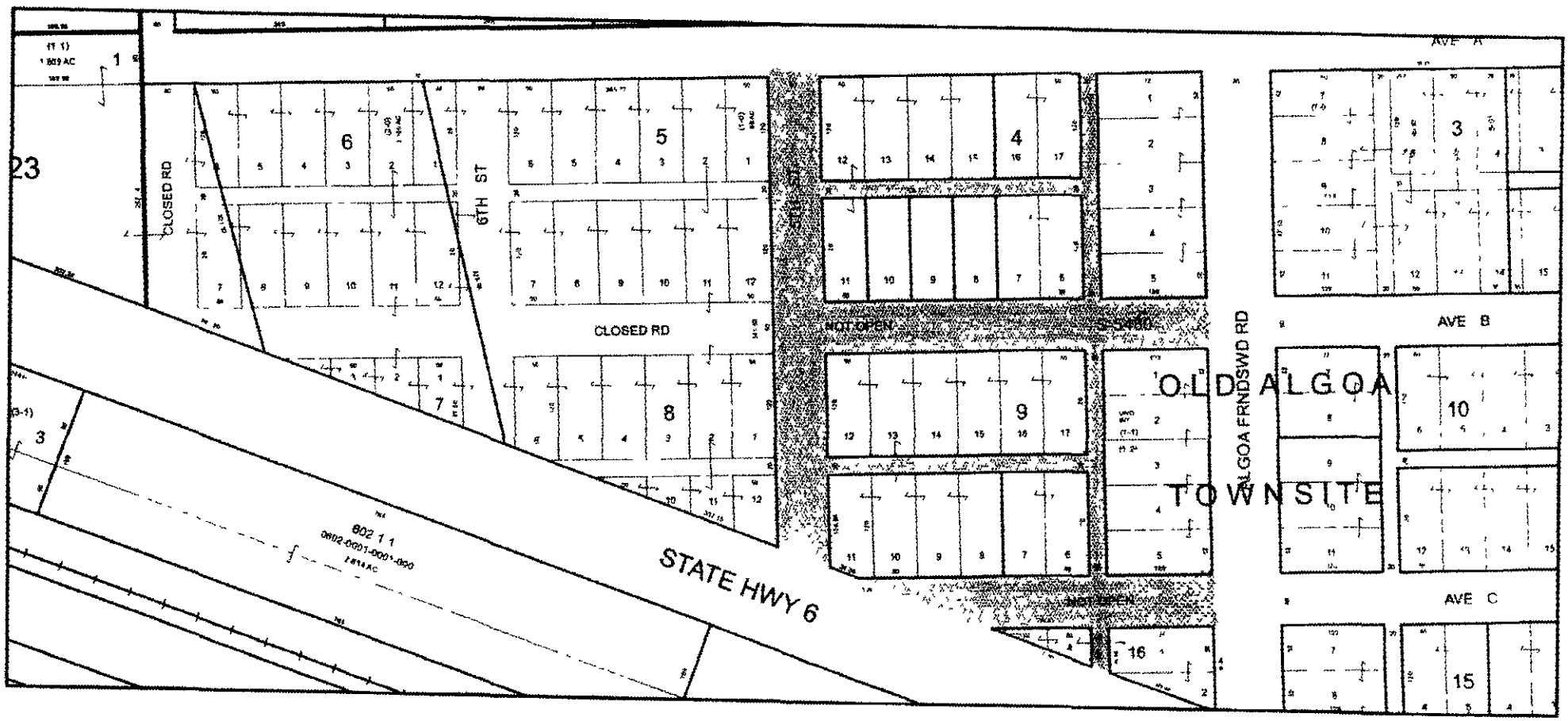
Nancy B Ryan
Nancy B. Ryan

Edna E Easton
Edna E Easton

Lola W Ross
Lola W. Ross

Christine Hay

ABANDONMENT\PETITION



AVE A
AVE B
AVE C
CLOSED RD
6TH ST
CLOSED RD
NOT OPEN
NOT OPEN
ALGOA FRNDSWD RD
OLD ALGOA
TOWNSITE
STATE HWY 6
23
1
3
4
5
6
7
8
9
10
15
16

EXHIBIT

"A"

NOTICE

PETITION TO CLOSE A PORTION OF UNOPENED COUNTY STREET RIGHT
5th Street between South r/w of Ave. A and North r/w of S.H. 6
Avenue B between West r/w of 5th Street & West r/w of Algoa Friendswood
Avenue C between North r/w of S.H. 6 and West r/w of Algoa Friendswood
All East/West Alleys in Block 4 & 9, All North/South Alleys in Block 4, 9 & 16
Old Algoa Townsite

GALVESTON COUNTY, TEXAS

TO: All persons interested in the discontinuance of a portion of a County alley right of way in Galveston County, Texas, more specifically described as follows, to-wit

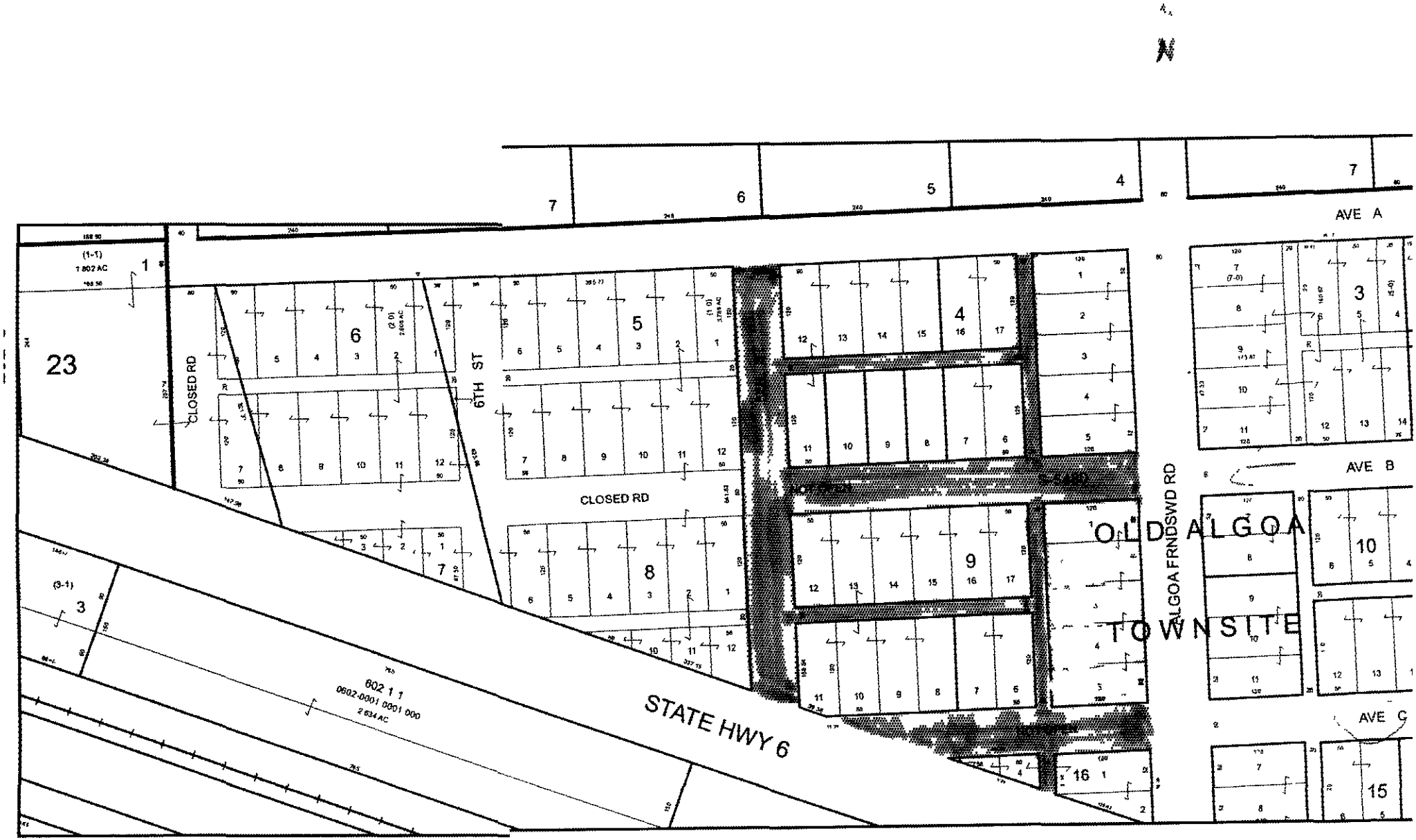
As shown on Exhibit "A"

You are hereby notified that the undersigned freeholders of Precinct No. 2 of Galveston County, Texas, have filed with the Commissioners' Court of Galveston County a Petition and Application for the Permanent Abandonment and Discontinuance of this portion of a county right of way as herein above described, and that said matter will be heard by Commissioners' Court on the 3rd day of August 2011, at 1:00 p.m or as soon thereafter as convenient to the Commissioners' Court of Galveston County, Texas.

WITNESS OUR HANDS, this the 28 day of June, 2011.

Thomas A. Ryan
Nancy R. Ryan
Lola W Ross
Edna E Easton
Christine Hay

NOTICE


N
OLD ALGOA
TOWNSITE
ALGOA FRNDSWD RD
AVE A
AVE B
AVE C
6TH ST
CLOSED RD
CLOSED RD
STATE HWY 6
23
(1-1)
1 802 AC
(3-1)
3
602 1 1
0602-0001 0001 000
2 634 AC

- - - - - - - - - -

1/

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ORDER OF ABANDONMENT & DISCONTINUANCE OF A PORTION OF UNOPENED 5TH STREET BEWTEEN SOUTH R/W OF AVE. A & NORTH R/W OF S.H. 6; A PORTION OF UNOPENED AVE. B BETWEEN WEST R/W OF 5th STREET & WEST R/W OF ALGOA FRIENDSWOOD; A PORTION OF UNOPENED AVE. C BETWEEN NORTH R/W OF S.H. 6 AND WEST R/W OF ALGOA FRIENDSWOOD; ALL UNOPENED EAST/WEST ALLEYS IN BLOCKS 4 & 9; ALL UNOPENED NORTH/SOUTH ALLEYS IN BLOCKS 4, 9, & 16

OLD ALGOA TOWNSITE, GALVESTON COUNTY, TEXAS

On this the 3rd day of August, 2011, the Commissioners' Court of Galveston County, Texas, convened in a regularly scheduled session with the following members thereof present

MARK HENRY, County Judge,
PATRICK DOYLE, Commissioner, Precinct No 1,
KEVIN O'BRIEN, Commissioner, Precinct No. 2,
STEPHEN HOMES, Commissioner, Precinct No. 3;
KEN CLARK, Commissioner, Precinct No 4; and
DWIGHT D. SULLIVAN, County Clerk

when the following proceedings, among others, were had, to-wit.

There came on to be heard the Application of Thomas Andrew, President of EZR Investments LLC, and wife, Nancy B. Ryan, and six (6) others, all freeholders of Precinct No 2 in Galveston County, Texas, requesting the Commissioners' Court of Galveston County to adopt this Order of Abandonment and Discontinuance vacating, abandoning and closing that certain unopened and unused portion of right of way, more particularly described as follows, to-wit:

A PORTION OF UNOPENED 5TH STREET BEWTEEN SOUTH R/W OF AVE. A & NORTH R/W OF S.H. 6; A PORTION OF UNOPENED AVE. B BETWEEN WEST R/W OF 5th STREET & WEST R/W OF ALGOA FRIENDSWOOD; A PORTION OF UNOPENED AVE. C BETWEEN NORTH R/W OF S.H. 6 AND WEST R/W OF ALGOA FRIENDSWOOD; ALL UNOPENED EAST/WEST ALLEYS IN BLOCKS 4 & 9; ALL UNOPENED NORTH/SOUTH ALLEYS IN BLOCKS 4, 9, & 16; OLD ALGOA TOWNSITE, GALVESTON COUNTY, TEXAS; CONTAINING A TOTAL OF 105.053.5 SQUARE FEET M/L.

AS SHOWN ON EXHIBIT "A"

It appearing to the Court that the right of way described herein has never been opened or used as public right of way nor has the County of Galveston ever exercised any control, right of control, jurisdiction and dominion, either for itself or in behalf of the public generally, by working or spending money on the same or by any other act or in any other manner, nor has said right of way ever been opened by a jury of view; and it further appearing that there is not now any public need for the opening and maintaining of said right of way by the County of Galveston and that the burdens and liabilities which would be imposed upon the County of Galveston, Texas, by opening and maintaining the same would not be justified by the advantages which the opening and maintenance of same would give to the public

It further appears to the Court that if said right of way is abandoned, Petitioners are willing to pay to the County of Galveston the fair market value of the right of way, which the Court finds pursuant to written appraisal to be Twenty-Eight Thousand and Eight Hundred and Ninety & no//100 ($28,890.00) Dollars, together with Seven Hundred and Fifty & no/100 ($750 00) being the expenses incident to said abandonment Petitioners understand this abandonment is subject, however, to any rights acquired by any private citizen by prescriptive easement, if any, as well as subject to both public

utility or common carrier easements, and/or other easement(s), if any, of record and on the ground.

IT IS THEREFORE ORDERED AND DECREED that for and in consideration of the total sum of Twenty-nine Thousand, Six Hundred and Forty & no/100 ($29,640 00) Dollars,the tract of land designated above be VACATED, ABANDONED, AND CLOSED as public right of way, and every claim or right of the County of Galveston or the general public has or may have in the unopened and unused right of way described herein is hereby released and relinquished forever.

IT IS FURTHER ORDERED BY THE COURT that the foregoing Order be and it is hereby adopted and is made the Order of the Court and the Clerk will spread the same upon the minutes of the Court

UPON MOTION OF COUNTY JUDGE HENRY,

SECONDED BY COMMISSIONER O'BRIEN,

and unanimously carried and adopted by the affirmative vote of each and all of the members of the Court.

COUNTY OF GALVESTON, TEXAS

Mark Henry, County Judge

ATTEST

Dwight D Sullivan, County Clerk

By: Brandy Chapman Deputy

Brandy Chapman

ACKNOWLEDGMENT

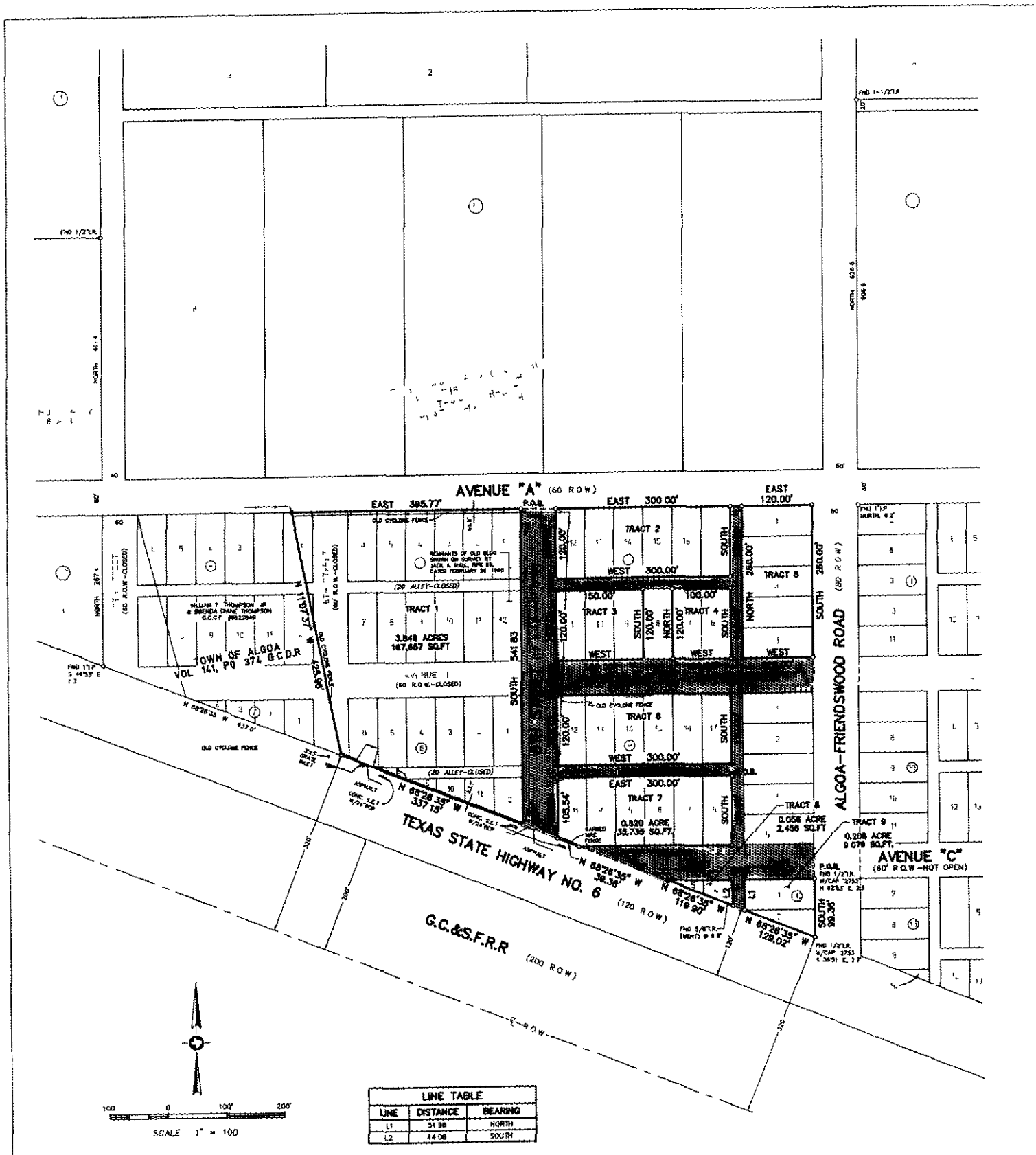
STATE OF TEXAS }
COUNTY OF GALVESTON }

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared MARK HENRY, County Judge of the County of Galveston, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said County of Galveston, a political subdivision of the State of Texas, that he was duly authorized to perform the same by appropriate resolution of the Galveston County Commissioners' Court and that he executed the same as the act of such body for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of August, 2011

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

Roxana G. Lewis
Notary Public for the State of Texas
My Commission expires



LINE TABLE		
LINE	DISTANCE	BEARING
L1	51.98	NORTH
L2	44.08	SOUTH

Dale
Geo
Regis
Land
P.O. Box 248 Lan
281-554-7739 409-78

AGENDA ITEM #8

THE COUNTY OF GALVESTON

RIGHT OF WAY /
REAL ESTATE SERVICES
722 Moody, 1st Floor
Galveston, Texas 77550

(409) 770-5577
(281) 316-8300, Ext 5577
(409) 770-5579 FAX

July 26, 2011

Honorable Mark Henry, County Judge
Hon. Galveston County Commissioners Court
Galveston County Courthouse
Galveston, Texas 77550

Re. Trade Agreement – Ginger Street
L'Hommedieu Survey

Gentlemen

Attached for your consideration is an Agreement prepared by our Legal Department covering the abandonment of a portion of Ginger Street right of way in exchange for a drainage easement We were approached by Mr Han Schellstede to abandon a portion of Ginger Street which dead ends on his property and divides two tracts of land he owns. The current Ginger Street right of way ends approximately 150' from the banks of Dickinson Bayou. As the road is of no public use, the abandonment is in order with the exception that it contained a drainage ditch. It was agreed that the County would abandon the 60'x 290' road right of way in exchange for a 60' by approximately 440' drainage easement, which would extend to Dickinson Bayou and provide adequate drainage for the area In addition to the drainage facility, the easement would afford the Road Department a work area for maintenance.

The appraised value of the property the County is relinquishing if $3,480 00 and the fair market value of the drainage easement conveyed by Mr. Schellstede is $3,844.00. Mr Schellstede is willing to forego the $354 00 difference in price between the values of the two tracts.

If you are agreeable, please authorize Judge Henry to sign the instrument on behalf of Galveston County. After filing with the County Clerk's office, it would be appreciated if you would return the original to our department

Yours very truly,

Claudette Fickessen

Claudette Fickessen

cf
Encl

Abandonment of a Portion of a Road Right of Way Known as Ginger Street in Exchange for Acquisition of a Drainage Easement Located in and Upon the Same Tract of Land Plus a Drainage Easement in Additional Land Located Adjacent to Ginger Street, Both Tracts Being in the C.W. L'Hommedieu Survey, Galveston County, Texas

Whereas, the **County of Galveston, a political subdivision of the State of Texas,** owns the following described road right of way located in the C.W L'Hommedieu Survey, Galveston County, Texas, to-wit.

See Attached Exhibit "A"; and

Whereas located within the above described road right of way is a drainage ditch maintained and operated by the **County**; and

Whereas, to date, the **County** has only a 20' drainage easement in that one certain tract described as Tract 2 in the Attached Exhibit "B"; and

Whereas, it is the desire of the **County** to acquire additional land located adjacent to this 20' drainage easement; and

Whereas, Hans Schellstede and wife, **Kelley Schellstede** (collectively **"Schellstede** or **"Grantors")** own, subject to the **County's** 20' drainage easement, the following described tract of land also located in the C W. L'Hommedieu Survey Galveston County, Texas, to-wit:

See Tract 2 described in the Attached Exhibit "B", and

Whereas, Schellstede desires to acquire the **County's** interest in the road right of way described in Exhibit "A"; and

Whereas, in exchange for acquiring the **County's** road right of way interest described in Exhibit "A", **Schellstede** is willing to convey to the **County** drainage easements in both Tract 1 and Tract 2 described in the attached Exhibit "B", and

Whereas, pursuant to that one certain appraisal dated April 14, 2011 prepared by Chris Chuoke of R.C. Chuoke & Associates, Inc. the appraised fair market value of the road right of way the **County** is relinquishing is $3,480.00; and

Whereas, pursuant to the same appraisal report, the appraised fair market value of the drainage easements described as Tract 1 and Tract 2 in Exhibit "B" is $3,844 00, and

Whereas, Schellstede is willing to forego the $354 00 difference in price between the values of the tracts of lands; and

Whereas, this exchange of land is authorized by §263.006 of the Local Government Code of the State of Texas.

Now, Therefore, Know All Men by These Presents:

1 That for and in consideration of the conveyance to it of drainage easements on over and across the tracts of land described in Exhibit "B" attached hereto together with all **Improvements** located thereon or therein, the **County** road right of way described in Exhibit "A" is, subject, however, to any rights acquired by any private citizen by prescriptive easement, if any, as well as subject to both any other public utility or common carrier easements, and/or other easement(s), if any, of record and on the ground, **Vacated, Abandoned and Closed** as a **County** owned road right of way easement and that every claim or right the **County of Galveston** or the general public has or may have in this **County** road right of way is, subject to the conditions described immediately above, hereby **Released and Relinquished Forever.**

2) That **Hans Schellstede** and wife, **Kelley Schellstede** for and in consideration of the abandonment by the **County** of the **County** road right of way described in Exhibit "A" attached hereto, the receipt and sufficiency of which is hereby acknowledged and confessed and for which no lien is retained, either expressed or implied, has this day **Granted** and by these presents do **Grant, Bargain, Sell, and Convey** unto the **County of Galveston, Texas**, a political subdivision of the State of Texas, a drainage easement for the purpose of constructing and maintaining, operating, repairing, and reconstructing a drainage system in, upon over and across the following described tracts or parcels of land in Galveston County, Texas, and being more particularly described as follows, to-wit·

See Attached Exhibit "B"

To Have and to Hold the above described premises herein conveyed together with all and singular, the rights and appurtenances hereto in anywise belonging unto the said **County of Galveston, Texas**, its successors and assigns forever; and **Grantors** do hereby bind themselves, as well as their heirs, successors and assigns to **Warrant and Forever Defend** all and singular the said premises herein conveyed unto the **County of Galveston, Texas,** and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof

The Rest of This Page has Intentionally Been Left Blank.

Given Under Our Hands on this the 2nd day of August, 2011.

The County of Galveston

Mark Henry, County Judge

Attest:

Dwight D. Sullivan, County Clerk
By: Brandy Chapman **Deputy**
Brandy Chapman

Hans Schellstede

Kelley Schellstede

Acknowledgement

The State of Texas	§
	§
County of Galveston	§

Before me, the undersigned authority, on this day personally appeared **Mark Henry County Judge of Galveston County, Texas**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the **County of Galveston, Texas.**

Given Under My and Seal of Office, on this the 2nd day of August, 2011.

Notary Public in and for
The State of Texas

ROXANA GAIL LEWIS
Notary Public, State of Texas
My Commission Expires
February 14, 2015

Acknowledgement

The State of Texas §
§
County of Galveston §

Before me, the undersigned authority, on this day personally appeared **Hans Schellstede** and wife, **Kelley Schellstede**, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given Under My and Seal of Office, on this the 19th day of July, 2011.

Jan C. Gosnell
Notary Public in and for
The State of Texas

JAN C. GOSNELL
MY COMMISSION EXPIRES
September 12, 2012

EXHIBIT A
(Page 1 of 2)

Release of road right of way (Ginger Street)

North 290 feet of a 60' dedicated road right of way, same being the North 290 feet of Sub-Tract B of Tract 2 described in instrument filed under recording number 002-89-0901 in the Office of the County Clerk of Galveston County, containing 17,400 square feet, more or less.

EXHIBIT

"A"

Page 2 of 2

PENGAD 800-631-6989

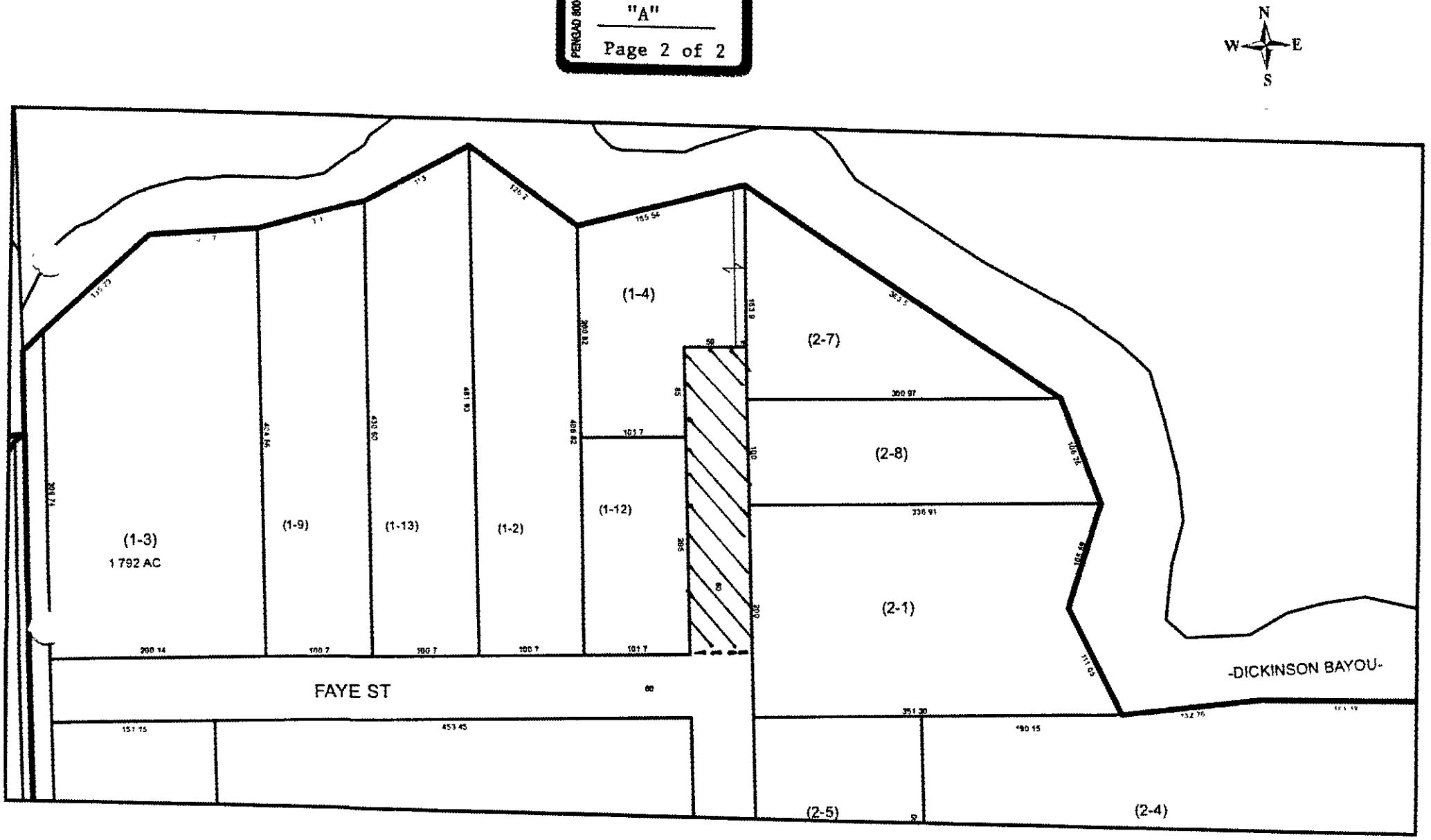


EXHIBIT "B"
(Page 1 of 2)

Drainage easements rights to:

TRACT 1

North 290 feet of a 60' road right of way, same being the North 290 feet of Sub-Tract B of Tract 2 described in instrument filed under recording number 002-89-0901 in the Office of the County Clerk of Galveston County, containing 17,400 square feet, more or less.

TRACT 2

Beginning at the Northwest Corner of Tract 1 described above, same being the Northwest Corner of the Ginger Street right of way;

Thence, Northeast along the northerly line of the Gingers Street right of way 60 feet to a point for corner, same being the Northeast Corner of the Ginger Street right of way;

Thence, Northerly along the Northerly projection of the East right of way line of Ginger Street right of way a distance of 160 feet to a point for corner on the South bank of Dickinson Bayou;

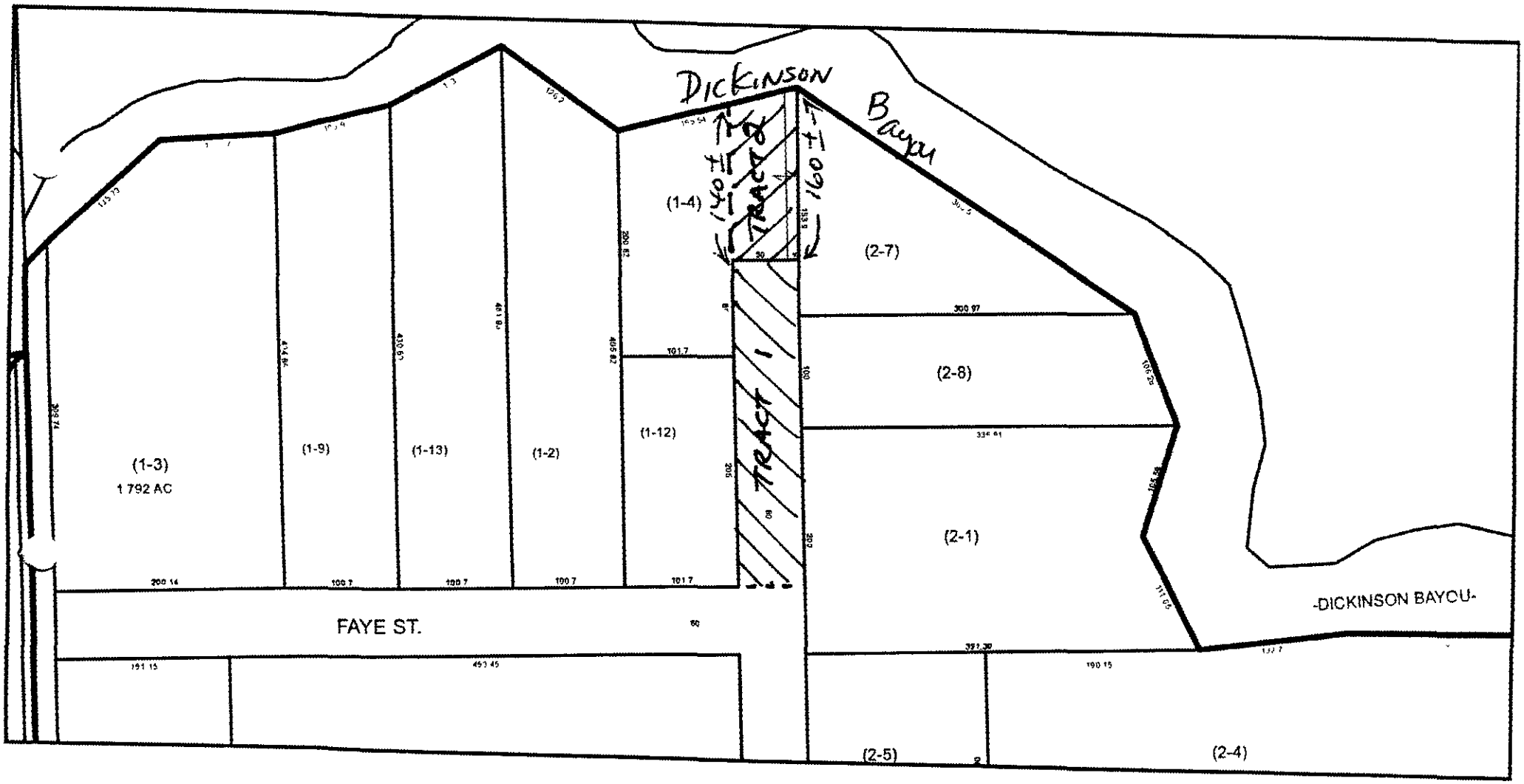
Thence Northwesterly upstream along with the meanders of the bank of Dickinson Bayou to the intersection of the Northerly projection of the Westerly right of way of Ginger Street;

Thence, Southerly along the Northerly projection of the West right of way line of Ginger Street a distance of 140 feet to the Northwest Corner of Ginger Street right of way and the Place of Beginning, containing 9,000 square feet, more or less.

EXHIBIT

"B"

Page 2 of 2



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2011039286

August 03, 2011 02 10 28 PM

FEE $44 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #9

COUNTY OF GALVESTON

On this the 2nd day of August, 2011, the **Commissioners Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge;
Patrick F. Doyle, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner, Precinct No. 2,
Stephen D Holmes, Commissioner, Precinct No. 3,
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit

Whereas, the **2011 Galveston County 4-H Beef Quiz Bowl State Champions**, including **Colt Hadley, Hannah Clark, Jocelyn Causer and Kirsten Garcia;** under the proficient direction of **Coach Phoenix Rogers**, achieved a victory worth noting by winning the State 4-A Championship at the University of Texas in Austin, Texas on June 17, 2011, and

Whereas, these fine young people of the 2011 **Galveston County 4-H Beef Quiz Bowl State Champions** devoted much time and energy to practicing the fundamental skills and information required to excel at the difficult task in which they were engaged. When the pressure to perform was at its greatest, they displayed disciplined teamwork in their excellent showing against all opponents The highly successful year of the 2011 **Galveston County 4-H Beef Quiz Bowl State Champions** is a tribute to exceptional individual talent and Team preparation The **2011 Galveston County 4-H Beef Quiz Bowl State Champions** endured in the face of extreme adversity and met all challenges posed by worthy opponents, and

Whereas, *exhibiting poise under pressure, enthusiasm, and respect for the highest ideals of American sportsmanship, these* young people of the **Galveston County 4-H Beef Quiz Bowl State Champions** have brought honor to the entire 4-H program by earning this State Championship Their resiliency and against efforts that defeated their competitors and their drive to achieve is a statement that the citizens of Galveston County produce the finest young people a community can hope to have The record built by these young people of the **2011 Galveston County 4-H Beef Quiz Bowl State Champions** will continue to provide inspiration to their fellow 4-Her's, students, families, friends, and fans as a symbol of the promise of our youth, and

Whereas, the victory earned by these young people of the **2011 Galveston County 4-H Beef Quiz Bowl State Champions** is a source of pride for all the citizens of Galveston County, as the success in each endeavor our youth undertake becomes an example for all our young people to emulate, setting a standard of excellence that ultimately contributes to the success of all the youth of Galveston County; and

Whereas, the success of these fine youngsters and their coaches and staff deserve public recognition and congratulations

Now, Therefore, Be it Resolved, that the **Commissioners Court of Galveston County, Texas** hereby pays tribute to the young people of the 2011 **Galveston County 4-H Beef Quiz Bowl State Champions** and does hereby express its congratulations for their extraordinary achievements and wishes for continued success in the many years to come, and

Be it Further Resolved, that a copy of this Resolution be spread upon the minutes of this Court and the Original hereof be furnished to the **4-H Extension Office, Youth Director and Coach, Phoenix Rogers**, as evidence of the pride of all the citizens of Galveston County take in the excellence of the young people of the **2011 Galveston County 4-H Beef Quiz Bowl State Champions.**

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this the 2nd day of August 2011

Attest.

Dwight D Sullivan, County Clerk
By: Brandy Chapman, Deputy

Patrick F Doyle, Comm., Pct. #1

Kevin D. O'Brien, Comm., Pct. #2

County of Galveston, Texas

Mark Henry, County Judge

Stephen D. Holmes, Comm., Pct. #3

Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #10a

11a

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www galcotax com

July 11, 2011

The Honorable Mark Henry
Galveston County Judge
722 Moody Street
Galveston, Texas 77550

Re Request for P & I Refund/Waiver
Jennifer Hoff c/o IBC Bank
For **Emerald Galveston Holdings, LLC**
Acct# 3204-0000-0607-000

Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, IBC Bank requests approval of a waiver/refund of penalty, interest, and attorney fees on the above referenced tax account

There was a double payment made on the account for 2009 IBC Bank requested the money be returned The other payment was posted to this account according to the instructions of the payee This process left the account with an unpaid balance

Account Number	Year	Refund/Waiver
3204-0000-0607-000	2009	$ 900.63 r/ $ 461 12 w

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

CHERYL E. JOHNSON TAX ASSESSOR/COLLECTOR
Galveston County Property Tax Account

Check Number: TX 00075911
Check Date: 03/23/2010

Account No.	Year	Refund Reason	Amount	Reference
320400000007660	2009	OVERPAYMENT REFUND	2,701.85	

Comments

PREMIER TIERRA HOLDINGS
5615 KIRBY DR FL 1
HOUSTON, TX 77005

CHERYL E. JOHNSON
TAX ASSESSOR/COLLECTOR
Galveston County Property Tax Account
P.O. Box 1169
Galveston, Texas 77553

MOODY NATIONAL BANK
GALVESTON, TEXAS

TX00075911
03/23/2010

* * * * * $[redacted]

pay the amount of TWO THOUSAND SEVEN HUNDRED ONE AND 85/100 DOLLARS $2,701.85

VOID AFTER 90 DAYS

To the order of PREMIER TIERRA HOLDINGS
5615 KIRBY DR FL 1
HOUSTON, TX 77005

NON NEGOTIABLE COPY

3204-0000-0007-000

CHERYL E. JOHNSON
TAX ASSESSOR/COLLECTOR
Galveston County Property Tax Account
P.O. Box 1169
Galveston, Texas 77553

app
2/3/10

PREMIER TIERRA HOLDINGS
5615 KIRBY DR FL 1
HOUSTON, TX 77005

CHERYL E. JOHNSON, TAC
Galveston County Tax Office
P O. Box 1169
Galveston, Texas 77553-1169

Please response within 10 working days

Phone No.: 409-766-2285
Fax No.: 409-766-2479

Print Date: 02/01/2010

Account Number
3204-0000-0607-000 1/12/10

Legal Description of the Property
EMERALD BY THE SEA CONDOMINIUMS (2007)
A
BST 628, GUEST UNIT 7, 0 506% COMMON ARE A INTEREST

500 SEAWALL BLVD UNIT 7 77550

PREMIER
BY INTL BANK OF COMMERCE
5615 KIRBY DR FL 1
HOUSTON , TX 77005--244

2009 OVERAGE AMOUNT $2,701.85

1 GALVESTON CO, 2 ROAD & FLOOD, 210 GALVESTON ISD, 330 GALV CITY, 601 GALVESTON COLL, 801 NAVIG DIST #1

Dear Taxpayer
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it and return it to our office If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec 31 11c) Governing body approval is required for refunds in excess of $2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1 Identify the refund recipient.
Show information for whomever will be receiving the refund.

Who should the refund be issued to

Name: Premier Tierra Holdings
Address: 5615 Kirby Dr, Fl 1
City, State, Zip: Houston, TX 77005
Daytime Phone No: 713.526-1211 E-Mail Address: lhoff@tx.rr.com

Step 2. Provide payment information.
Please attach copies of cancelled checks or original receipts for all cash payments you made

Payment made by	Check No	Date Paid	Amount Paid
TOTAL AMOUNT PAID (sum of the above amounts)			

Step 3. Provide reason for this refund.
Please list any accounts and/or years that you intended to pay with this overage

Please check one of the following

- I paid this account in error and I am entitled to the refund.
- [X] I overpaid this account Please refund the excess to the address listed in Step 1
- This payment should have been applied to other tax account(s) and/or year(s) (listed below)

Step 4. Sign the form.
Unsigned applications cannot be processed

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec 37 10)

SIGNATURE OF REQUESTOR (REQUIRED) DATE 2/10/10

TAX OFFICE USE ONLY Approved [ ] Denied By _____ Date _____

This application must be completed, signed, and submitted with supporting documentation to be valid

1 104

2

WAWROSKI, JUDITH

From: HOFF, JENNIFER
Sent: Wednesday, February 02, 2011 10 28 AM
To: WAWROSKI, JUDITH
Subject. 2009 Tax Bill-Emerald Guest Suite 7

Hi Judy, I have a story for you.

Galveston County had some mix ups with our 2009 payment on unit 607

We paid it properly in January 2010 and it was credited properly and we received a receipt for this unit

Apparently, Nationstar also paid taxes on this unit by mistake

Galveston County decided to send us a refund for overpayment. Check number 75911 on 3/23/2010 for $2,701 85

Then, Nationstar figured out they messed up and asked the payment to be transferred to the proper unit but no one notified us.

I sat down with the tax office on Monday. They said if we reissued a check, they would waive any penalty or interest.

So here is the information.

Account.	3204-0000-0607-000
Amt:	$2,701.85
Send:	online or check payable to GCTO GCTO Property Tax Dept. 722 Moody Galveston, TX 77550

Jennifer L. Hoff
Vice- President
IBC Bank
5615 Kirby Dr Houston,Tx 77005
(713) 285-2157 Voice
(713) 320-6803 Cell
(713) 523-1535 Fax

IBC BANK
We Do More

AGENDA ITEM #10b

10 A

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com

July 7, 2011

The Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for refund of penalty & interest
Account 3267-0000-0261-000
Harbour Classic Builders LLC

Dear Judge Henry:

Texas Property Tax Code Section 1.08, **Timeliness of Action by Mail**, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if:

1. It is sent by regular first-class mail, properly addressed with postage prepaid, and
2. It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period."

The in-house postage on the envelope was marked 1/31/11 however; the United States Postal Service postmark date is 2/1/11 which is the date our office is required to use to post tax payments.

Account Numbers	Year	Refund
3267-0000-0261-000	2010	$ 238.36

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

IOM [illegible] Classic Builders
555 South Shore Blvd. Ste B
eague City, TX 77573

IMPORTANT!
REPLY MAIL

Postage Required
Post Office will not deliver without proper postage.

UNITED STATES POSTAGE
$000.44

CHERYL E JOHNSON
ASSESSOR AND COLLECTOR OF TAXES
PO BOX 4902
HOUSTON TX 77210-4902

HARBOUR CLASSIC
B U I L D E R S

RECEIVED
MAY 19 2011

GALVESTON COUNTY JUDGE

May 17, 2011

To whom it may concern,

The purpose of this letter is to provide a response in regards to the letter we have received from the Galveston County Tax Office dated May 4, 2011. This letter indicates that Harbour Classic Builders, LLC has been assessed a penalty for delinquent 2010 property taxes for account number 326700000261000. According to my records a check was mailed on January 31, 2011 and dropped off to a post office drop box prior to the pickup time indicated This check also included payments for account numbers 291200020031000 and 291200020033000 We are asking that the commissioner's office please remove the penalties assessed to the account referred to in the letter as well any penalties in which may be assessed to the additional accounts noted above.

Enclosures: Copy of penalty letter
Copy of Check #12704

Respectfully Submitted,

Tracy Wade
Office Manager
Harbour Classic Builders, LLC
2555 South Shore Blvd., Ste B
League City, TX 77573
Office. 281-538-7967
Fax: 281-538-8487
tracyewade@aol.com

AGENDA ITEM #10c

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com

July 13, 2011

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for waiver of penalty & interest
4939-0000-0225-000
Maravilla Owners Association

Dear Judge Henry

According to the Texas Property Tax Code Section 31.01 (g) " . failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

The claimant states they never received a bill at their address Our office mailed the statements to the address on the account when 2010 statements were mailed The 2010 statement was returned labeled "undeliverable"

Account	Year	Amount
4939-0000-0225-000	2006	1,656 31r
4939-0000-0225-000	2006	1558 92w
4939-0000-0225-000	2007	1905 20 r
4939-0000-0225-000	2008	1458 49r
4939-0000-0225-000	2009 /2010	No fees

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

B

MARAVILLA OWNERS ASSOCIATION, INC.

March 28, 2011

Galveston County Tax Office
P O Box 1169
Galveston, TX 77553-

REF Maravilla Unit # 225
Legal Description Maravilla Condos (2003) Abst 121 Unit 225
Account Number 493900000225000

To Whom It May Concern·

In 2010, this office attempted to dispute the assessed valuation of the above-referenced condominium This unit has been grandfathered as a timeshare unit, and is managed and controlled by the Maravilla Owners Association, Inc , though your records show the owner as Tramsty Development II, LP This Association took over the HOA in 2005 from that entity. While there are many owners of specific weeks at the property, this office has not received any tax statements That being said, on January 19, 2010, when the Association's then management company learned of delinquent taxes and the County's intention to foreclose on the unit for those taxes due Check # 3955 was paid to the Galveston County Tax Office for the taxes due as follows:

2006	$3,468.69
2007	$3,014 57
2008	$2,988 69
2009	$1,650 75

for a total of $11,122 67

Following the denial of our request to consider the assessed value of the unit for tax purposes, our online research indicated that taxes for 2006 and 2010 were due and owing, and our check, number 4481, in the total amount of $5,976 43 - $3,408 75 for 2006 and $2,567 68 for 2010 Obviously we have now paid fore 2006 twice

This letter is to request

1 A refund of payment for the 2006 taxes, and
2 Correction of your records to indicate the owner as Maravilla Owners Association, Inc , 9520 Seawall Boulevard, Galveston, TX 77554 so that notifications are appropriately sent, payments credited, and appeals accepted by this office

Your prompt attention will be appreciated

Sincerely,

Cathie Bach
Business Manager

9520 Seawall Boulevard, Galveston, TX 77554
(409) 744-2244 www.maravillagalveston.com maravillaoffice@aol.com FAX: (409) 744-9713

MARAVILLA OWNERS ASSOCIATION, INC. 39

PROPERTY	DISTRIBUTION ACCOUNT & DESCRIPTION		REFERENCE	AMOUNT
MVTS225	5500	Real Estate Taxes	2006	3,468.69
MVTS225	5500	Real Estate Taxes	2007	3,014 54
MVTS225	5500	Real Estate Taxes	2008	2,988.69
MVTS225	5500	Real Estate Taxes	2009	1,650.75

Galveston County Tax Office

Check Date January 19 2010
Check Total 11,122 67

395

MARAVILLA OWNERS ASSOCIATION, INC.
C/O ETHEREDGE PROPERTY MANAGEMENT
3206 PALMER HWY
TEXAS CITY, TX 77590
PH (409) 945-2577

TEXAS FIRST BANK
TEXAS CITY, TX 77592
88-1025-1131

* * * Eleven Thousand One Hundred Twenty Two Dollars and 67/100 * *

DATE January 19, 2010

AMOUNT $11,122.67

PAY TO THE ORDER OF

Galveston County Tax Office
P.O. Box 1169
Galveston, TX 77553-1169

acct 4939-0000-0225-000
CMO# R416643

AUTHORIZED SIGNATURE

⑈003955⑈ ⑆113110256⑆ ⑈11031773⑈

MARAVILLA OWNERS ASSOCIATION, INC. 395

PROPERTY	DISTRIBUTION ACCOUNT & DESCRIPTION		REFERENCE	AMOUNT
MVTS225	5500	Real Estate Taxes	2006	3,468.69
MVTS225	5500	Real Estate Taxes	2007	3,014.54
MVTS225	5500	Real Estate Taxes	2008	2 988 69
MVTS225	5500	Real Estate Taxes	2009	1 650 75

Galveston County Tax Office

Check Date January 19 2010
Check Total 11 122 67

DELUXE CORP 1+800-328-0304 www.deluxeforms.com

T/S
225

448

MARAVILLA OWNERS ASSOCIATION, INC.
C/O ETHEREDGE PROPERTY MANAGEMENT
3206 PALMER HWY
TEXAS CITY, TX 77590
PH. (409) 945-2577

TEXAS FIRST BANK
TEXAS CITY, TX 77592
88-1025-1131

1/13/2011 — DATE
$ 5,976.43 — AMOUNT

Fivce thousand nine hundred seventy-seven and 23/100

PAY TO THE ORDER OF

Galveston County Tax Office
P O Box 1169
Galveston, TX 77553-1169

Account # 493900000225000

AUTHORIZED SIGNATURE

⑈004481⑈ ⑆113110256⑆ ⑈11031773⑈

MARAVILLA OWNERS ASSOCIATION, INC. 4481

Galveston County Tax Office
Account # 493900000225000

2006	$3,408 75
2010	$2,567 68

Check Total $5,976 43

DELUXE CORP 1-800-328-0304 www.deluxeforms.com

AGENDA ITEM #11

Commissioners Proposal 1

DISTRICT	POPULATION	WHITE	BLACK	HISPANIC_O	F18_POP	F18_WHT	F18_BLK	H18_POP	NH18_WHT
1	71717	56716	5162	16347	53840	43688	3646	10438	37519
2	72598	59217	5590	12777	54811	45818	3803	8428	40279
3	76912	37911	25596	24258	58295	30511	18796	16283	21448
4	70082	57244	3764	11888	50196	41688	2586	7500	37013

NH18_BLK	DEVIATION	F_DEVIATIO	F_WHITE	F_BLACK	F_HISPANIC	F_18_POP	F_18_WHT	F_18_BLK	F_H18_POP
3580	-1110	-0.015242	0 790831	0.071977	0 227938	0.750729	0 609172	0 050839	0.145544
3723	-229	-0.003144	0 815684	0.076999	0.175997	0.754993	0.631119	0 052384	0.116091
18579	4085	0 056092	0 492914	0 332796	0.315399	0 757944	0 3967	0 244383	0 211709
2541	-2745	-0 037692	0 816815	0.053709	0 16963	0 716247	0 594846	0.0369	0 107017

F_NH18_WHT	F_NH18_BLK	IDEAL_VALU
0 523154	0 049918	72827
0.554822	0 051282	72827
0.278864	0 241562	72827
0.528138	0 036258	72827

Commissioners Proposal 2

DISTRICT	POPULATION	WHITE	BLACK	HISPANIC_O	F18_POP	F18_WHT	F18_BLK	H18_POP	NH18_WHT
1	74122	58031	5323	18534	55125	44326	3754	11723	37399
2	69230	56845	4836	12162	52228	43855	3311	8046	38622
3	75529	38217	25088	21864	57960	31312	18359	14898	22937
4	72428	57995	4865	12710	51829	42212	3407	7982	37301

NH18_BLK	DEVIATION	F_DEVIATIO	F_WHITE	F_BLACK	F_HISPANIC	F_18_POP	F_18_WHT	F_18_BLK	F_H18_POP
3680	1295	0 017782	0.78291	0.071814	0.250047	0 743706	0 598014	0 050646	0.158158
3233	-3597	-0 049391	0.8211	0.069854	0 175675	0 754413	0 633468	0 047826	0 116221
18155	2702	0.037102	0.50599	0 332164	0 289478	0.767387	0 414569	0 243072	0.197249
3355	-399	-0 005479	0 80073	0.06717	0.175485	0.715593	0 582813	0 04704	0.110206

F_NH18_WHT	F_NH18_BLK	IDEAL_VALU
0.50456	0.049648	72827
0.55788	0.046699	72827
0 303685	0 240371	72827
0 515008	0 046322	72827

JP Proposal

DISTRICT	POPULATION	WHITE	BLACK	HISPANIC_O	F18_POP	F18_WHT	F18_BLK
1	89241	70415	6631	16001	63708	51189	4582
2	82020	64003	6260	20480	60326	48369	4352
3	85812	46502	25817	23687	66778	38517	18962
4	31819	28045	1386	4749	24284	21781	921
5	2417	2123	18	353	2046	1849	14

H18_POP	NH18_WHT	NH18_BLK	DEVIATION	F_DEVIATIO	F_WHITE	F_BLACK	F_HISPANIC
10072	44947	4498	30979	0.531719	0.789043	0.074304	0.179301
12878	40632	4278	23758	0.407779	0.780334	0 076323	0.249695
16331	29136	18738	27550	0.472864	0.541906	0.300855	0.276034
3153	19789	895	-26443	-0.453864	0.881392	0.043559	0.14925
215	1755	14	-55845	-0.958515	0.878362	0.007447	0.146049

F_18_POP	F_18_WHT	F_18_BLK	F_H18_POP	F_NH18_WHT	F_NH18_BLK	IDEAL_VALU
0.713887	0.573604	0.051344	0.112863	0.503659	0.050403	58262
0.735504	0 589722	0.05306	0.15701	0.495391	0 052158	58262
0.77819	0 448853	0 220971	0 190311	0.339533	0 218361	58262
0.763192	0.684528	0.028945	0.099092	0.621924	0.028128	58262
0 846504	0.764998	0.005792	0.088953	0 726107	0.005792	58262

AGENDA ITEM #12

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
Galveston County Road Extensions for
Various Roads in Bacliff and San Leon

Owner: Galveston County
Contractor: R W Lucas Construction, LLC
Engineer: LJA Engineering, Inc.

Contract Number: 1065
Purchase Order Number: C103702
Bid Number: B111016

Work Being Changed

Subgrade changes at 4th and 6th St. and various quantitiy changes over and under runs

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price:	$928,275.00	Original Contract Time.	150 Days
Net Change From Previous Change Orders	$0	Net Change From Previous Change Orders	0 Days
Contract Price Prior To This Change Order	$928,275.00	Contract Time Prior To This Change Order	150 Days
Net Increase/Decrease Of This Change Order:	$64,804.40	Net Increase/Decrease Of This Change Order:	0 Days
Contract Price With All Approved Change Orders	$993,079.40	Contract Time With All Approved Change Orders	150 Days

RECOMMENDED:

By Mike Fitzgerald Date. 7-22-11
Engineer (County Engineer)

APPROVED:
County Of Galveston

By Mark Henry Date: August 2, 2011
Mark Henry, County Judge

Attest
Dwight Sullivan, County Clerk
By: Brandy Chapman Deputy
Brandy Chapman

ACCEPTED
Contractor

By Date. 7/22/11
Contractor (Authorized Signature)

RYAN LUCAS, PRES.
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 1
Galveston County Road Extensions for
Various Roads in Bacliff and San Leon

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No.	Spec Item No	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
Base Bid - 6th Street									
3.	260	Lime Treatment (Road Mixed)	TON	$180.00	42.00	$7,560.00	96.62	$17,391.60	$9,831.60
4.	260	Subgrade Manipulation	SY	$2.00	2,577.00	$5,154.00	5,154.00	$10,308.00	$5,154.00
Base Bid - Avenue D Culvert									
8.	465	Storm Manhole	EA	$2,792.00	0.00	$0.00	3.00	$8,376.00	$8,376.00
9	465	Type "E" Inlet	EA	$2,369.00	0.00	$0.00	1.00	$2,369.00	$2,369.00
10.	464	Proposed 15" RCP Storm	LF	$35.00	0.00	$0.00	33.00	$1,155.00	$1,155.00
11	464	Proposed 18" RCP Storm	LF	$37.00	0.00	$0.00	12.00	$444.00	$444.00
12	None	Remove and Replace Exist Water/Irrigation Service	LS	$2,676.00	0.00	$0.00	1.00	$2,676.00	$2,676.00
13	None	Remove Misc. Landscaping, Fencing, Etc.	LS	$2,400.00	0.00	$0.00	1.00	$2,400.00	$2,400.00
Alternate Bid - 4th Street									
3	260	Lime Treatment (Road Mixed)	TON	$180.00	20.00	$3,600.00	59.96	$10,792.80	$7,192.80
4.	260	Subgrade Manipulation	SY	$2.00	1,242.00	$2,484.00	2,484.00	$4,968.00	$2,484.00
	SUB	TOTAL							$42,062.40

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
Galveston County Road Extensions for
Various Roads in Bacliff and San Leon

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No.	Spec Item No.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
Base Bid - 6th Street									
1	340	Hot Mix Asphalt	TON	$80.00	167.00	$13,360.00	188.00	$15,040.00	$1,680.00
8	DWG	Remove/Replace Exist Driveway	SY	$2,000.00	2.00	$4,000.00	4.00	$8,000.00	$4,000.00
Base Bid - 18th Steet									
1	465	Hot Mix Asphalt	TON	$80.00	300.00	$24,000.00	333.00	$26,640.00	$2,640.00
15.	465	7" Concrete	SF	$6.23	0.00	$0.00	1,552.00	$9,676.00	$9,676 00
Base Bid - 23rd Street									
1	340	Hot Mix Asphalt	TON	$75 00	477.00	$35,775 00	479.00	$35,925.00	$150.00
9.	472	Proposed 24" RCP Storm	LF	$50.00	36.00	$1,800.00	38.00	$1,900 00	$100.00
Base Bid -26th Street									
1.	340	Hot Mix Asphalt	TON	$80.00	331.00	$26,480.00	325.00	$26,000 00	-$480.00
Base Bid - Avenue B									
1.	340	Hot Mix Asphalt	TON	$80.00	215.00	$17,200.00	201 00	$16,080.00	-$1,120.00
Base Bid - Avenue D									
1	340	Hot Mix Asphalt	TON	$100.00	63.00	$6,300.00	60 00	$6,000.00	-$300.00
12		Proposed 15" RCP Storm	LF	$609.50	0.00	$0 00	8.00	$4,876.00	$4,876.00
Base Bid - Avenue H									
1	340	Hot Mix Asphalt	TON	$100.00	51.00	$5,100.00	61.00	$6,100.00	$1,000.00
Alternate Bid - 4th Street									
1	340	Hot Mix Asphalt	TON	$100 00	81 00	$8,100.00	86.00	$8,600.00	$500.00
	SUB	TOTAL							$22,722.00
		TOTAL							$64,804.40

AGENDA ITEM #13

Public Road Improvements 08/24/07
Estimated Costs
Form Approved-AVP Law

IMPROVEMENTS TO EXISTING PUBLIC ROAD AT GRADE CROSSING FOR DEATS ROAD, DOT 859 560H M.P. 26.37 GALVESTON SUBDIVISION DICKENSON, TEXAS

THIS AGREEMENT, executed in duplicate this 2nd day of **Aug. 2011**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad"), and GALVESTON COUNTY, a municipal corporation of the State of **TEXAS** ("Political Body")

RECITALS

Political Body has requested Railroad to improve the existing **DEATS ROAD** crossing, at grade, along, over and across Railroad's track and right of way at Railroad Mile Post **26.37**, on Railroad's **GALVESTON** Subdivision, DOT No **859 560H**, in City of **DICKENSON, GALVESTON** County, State of TEXAS (the "Crossing"), to which Railroad is agreeable, but solely upon terms and conditions hereinafter set forth

The location of the Crossing is generally shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof

AGREEMENT

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows

1 Railroad shall furnish all labor, material, equipment and supervision for, and shall (a) remove the existing asphalt crossing, (b) install a 40 ft precast concrete crossing, (c) field weld rail, (d) relay track at the Crossing with **115** pound rail, (e) renew the crossties, and (f) surface the track with new ballast.

2 Political Body agrees to reimburse the Railroad for one hundred percent (100%) of Railroad's actual labor and material costs associated with the work and materials described in Section 1 above Railroad estimates such cost to be **Eighty Seven** Thousand **Two** Hundred and **Seventy One** Dollars **($87,271.00)**, as set forth in Estimate of Material and Force Account dated **April 20, 2011** marked **Exhibit B**, hereto attached and hereby made a part hereof During the performance of such work Railroad will provide progressive billing to Political Body based on Railroad's actual costs Actual costs to Railroad shall include customary additives (which includes its overhead and indirect construction costs) to materials, services and labor provided by Railroad Within One Hundred Twenty (120) days after Railroad has completed its work, Railroad will submit a final billing to Political Body for any balance owed Political Body shall pay Railroad within thirty (30) days of its receipt of progressive and final bills submitted by Railroad

3 Railroad, at its cost, shall maintain the Crossing between the track tie ends and Political Body, at its cost, shall maintain all other portions of the Crossing If, in the future, Political Body elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than timber planking, Railroad, at the Political Body's expense, shall install such replacement surfacing

4 Political Body, at its cost, shall provide all labor, material and equipment associated with traffic control, barricades, detour signing, advanced warning signs and pavement markings All such work shall be in compliance with the current Manual on Uniform Traffic Control Devices

5 If Political Body's contractor(s) is/are performing any work described in Section 4 above, then Political Body shall require its contractor(s) to execute Railroad's standard and current form of Contractor's Right of Entry Agreement Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement and to obtain and provide to Railroad the insurance policies, binders, certificates and endorsements that are required in the Contractor's Right of Entry Agreement Under no circumstances will the Political Body's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement and providing the aforesaid insurance documents

6 Fiber optic cable systems may be buried on Railroad's property Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits Political Body or its contractor(s) shall telephone Railroad during normal business hours (7 00 a m. to 9 00 p.m , Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's premises to be used by Political Body or its contractor(s) If it is, Political Body or its contactor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Railroad's premises

7 Political Body, for itself and for its successors and assigns, hereby waives any right of assessment against Railroad, as an adjacent property owner, for any and all improvements made under this Agreement

8 Covenants herein shall inure to or bind each party's successors and assigns, provided, no right of Political Body shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to Railroad

9 Political Body hereby confirms that funds have been appropriated for the work set forth in this Agreement

10 The person signing this Agreement on behalf of Political Body hereby confirms that he/she is authorized under Political Body policies and procedures to execute this Agreement and to bind Political Body to the obligations under this Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By _____
Title: AVP ENGINEERING

~~CITY OF DICKENSON~~
GALVESTON COUNTY

By _____
Title Mark Henry, County Judge

Attest:

Dwight Sullivan
County Clerk
By: Brandy Chapman Deputy
Brandy Chapman

PAVING IMPROVEMENTS

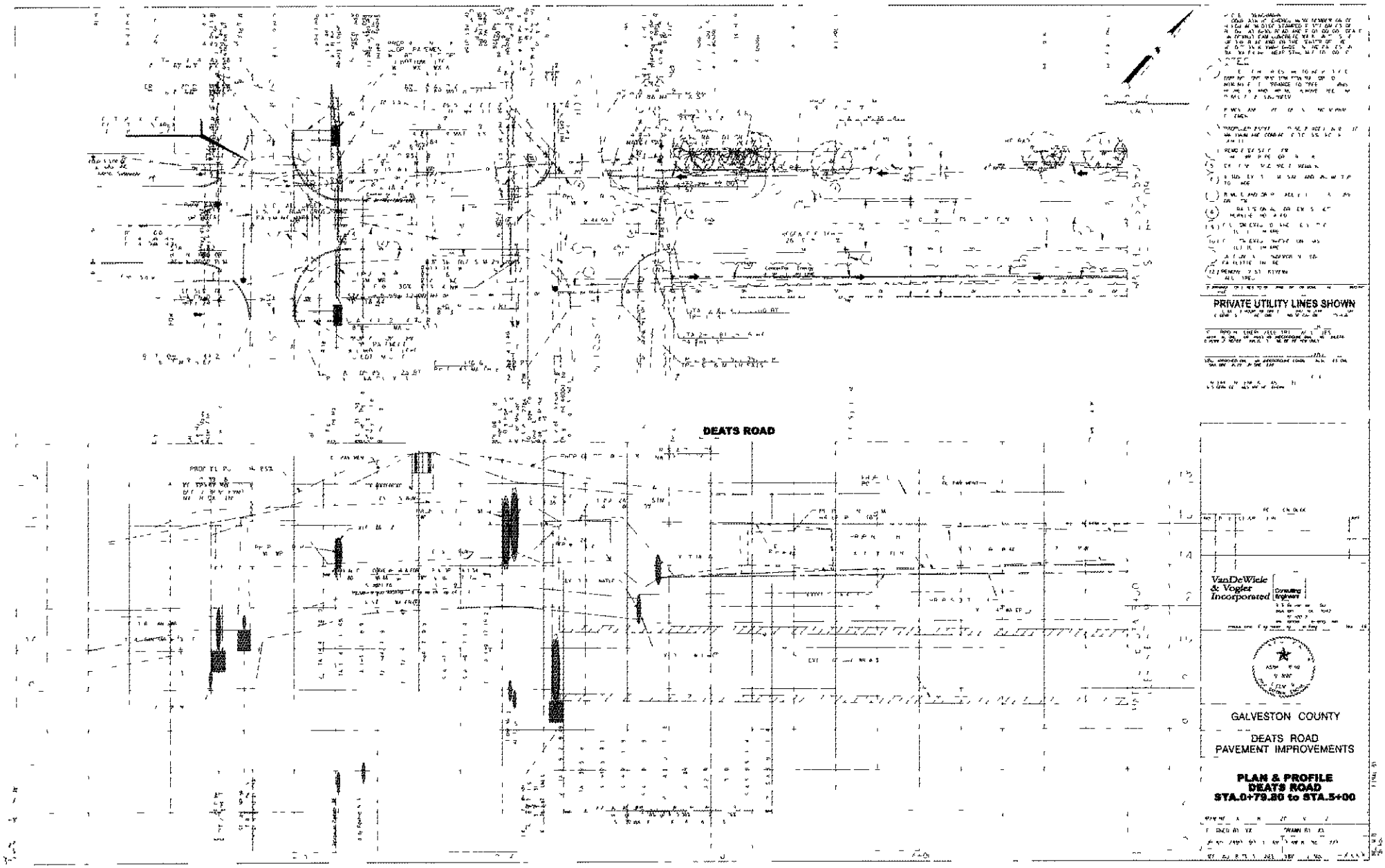

DEATS ROAD
PRIVATE UTILITY LINES SHOWN
VanDeWiele & Vogler Incorporated
Consulting Engineers
GALVESTON COUNTY
DEATS ROAD
PAVEMENT IMPROVEMENTS
PLAN & PROFILE
DEATS ROAD
STA.0+79.20 to STA.5+00

EXHIBIT "A"

DATE 2011-04-20

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS 2011-10-19

DESCRIPTION OF WORK
2011 RECOLLECTABLE CROSSING SURFACE PROJECT
GALVESTON SUBDIVISION/ M P 26 37/ DOT# 859560H/ DEATS ROAD
PROJECT IS 100% RECOLLECTABLE FROM HARRIS COUNTY TX
ESTIMATED USING FEDERAL ADDITIVES WITH OVERHEAD & INDIRECT
CONSTRUCTION COST OF - 205%
INSTALL 40 TRACK FEET OF 115# CONCRETE CROSSING SURFACE INCLUDING RAIL,
OTM, TIES, AND BALLAST
SIGNAL AS NEEDED

PID 73512 AWO 09413 MP,SUBDIV 26 37, GALVESTON
SERVICE UNIT 09 CITY DICKINSON STATE. TX

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			3601		3601		3601
LABOR ADDITIVE 205%			7382		7382		7382
TOTAL ENGINEERING			10983		10983		10983
SIGNAL WORK							
LABOR ADDITIVE 205%			5440		5440		5440
SALES TAX				7	7		7
SIGNAL			2653	184	2837		2837
TOTAL SIGNAL			8093	191	8284		8284
TRACK & SURFACE WORK							
ADV WARNING				5000	5000		5000
BALAST	2 00	CL	749	1727	2476		2476
BILL PREP				900	900		900
ENVIRONMENTAL - PERMITS				1	1		1
EQUIP W/OPER				5000	5000		5000
FOREIGN LINE FREIGHT				173	173		173
HOMELINE FREIGHT				900	900		900
LABOR ADDITIVE 205%			16353		16353		16353
MATL STORE EXPENSE				179	179		179
OTM			335	776	1111		1111
RAIL	320 00	LF	455	5801	6256		6256
RDXING	40 00	TF	2039	8613	10652		10652
SALES TAX				1034	1034		1034
SWTIE		EA	584		584		584
TRK-SURF,LIN			2714		2714		2714
WELD			2853	627	3480		3480
XTIE	100 00	EA	2862	8329	11191		11191
TOTAL TRACK & SURFACE			28944	39060	68004		68004
LABOR/MATERIAL EXPENSE			48020	39251			
RECOLLECTIBLE/UPRR EXPENSE					87271	0	
ESTIMATED PROJECT COST							87271
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE

AGENDA ITEM #14

JACOBS

ADDITIONAL SERVICES AUTHORIZATION

PROJECT NAME: MEP Revisions to Area C
PROJECT NUMBER: F8W91603
CLIENT. Mr Dudley Anderson
Galveston County
ADDRESS: 722 Moody, 6th Floor
Galveston, TX 77550

Client hereby requests and authorizes Jacobs Engineering Group Inc. ("Engineer") to perform the following Additional Services under the contract executed between Jacobs Engineering Group Inc. and Galveston County dated 09/05/08 (the "Agreement"). The Agreement is incorporated herein and forms an integral part of this Additional Services Authorization. To the extent of any conflicts between the terms and conditions of this Additional Services Authorization and the Agreement, the Agreement shall control.

SERVICES AUTHORIZED: **Client authorizes Engineer to perform the Services described below and incorporated by reference herein.**

COMPENSATION (Select One):

- ☒ **Time and Materials as per Exhibit 1**
- ☐ **Firm Fixed Price of $**
- ☐ **Other**

SCHEDULE:

OTHER:

Accepted for **CLIENT**		Accepted for **JACOBS ENGINEERING GROUP INC.**	
By	Mark Henry	By	
Name	Mark Henry	Name.	Stephen A. Clarke
Title.	County Judge	Title	Managing Principal
Date	August 2, 2011	Date	8/8/2011

Exhibit 1

Summary Description of Services

Revise MEP contract documents as required to accommodate background changes in Area C and other isolated area

Basis of Compensation for Additional Services performed by Jacobs will be on an hourly basis in accordance with the rates below and not to exceed $5,500 00 (Five Thousand and Five Hundred Dollars and No/100).

Position	Hourly Rate
Principal	$275 00
Project Manager	$200 00
Senior Engineer	$150 00
Senior Architect	$150 00
Senior Designer	$130 00
Construction Administrator	$130 00
Senior Project Controls	$130 00
Project Controls	$115.00
Engineer / Designer	$115.00
Architect	$115.00
Drafter / CADD Operator	$100.00
Word Processor / Secretary	$ 85.00

JACOBS

ADDITIONAL SERVICES AUTHORIZATION

PROJECT NAME: MEP revisions to Area J and Revision of External Lighting

PROJECT NUMBER: F8W91603

CLIENT: Mr Dudley Anderson
Galveston County

ADDRESS: 722 Moody 6th Floor,
Galveston, Texas 77550

Client hereby requests and authorizes Jacobs Engineering Group Inc ("Engineer") to perform the following Additional Services under the contract executed between Jacobs Engineering Group Inc. and Galveston County dated 09/05/08 (the "Agreement"). The Agreement is incorporated herein and forms an integral part of this Additional Services Authorization. To the extent of any conflicts between the terms and conditions of this Additional Services Authorization and the Agreement, the Agreement shall control.

SERVICES AUTHORIZED: **Client authorizes Engineer to perform the Services described below and incorporated by reference herein.**

COMPENSATION (Select One):

- ☒ **Time and Materials as per Exhibit 1**
- ☐ **Firm Fixed Price of $**
- ☐ **Other**

SCHEDULE:

OTHER:

Accepted for **CLIENT**

By

Name Mark Henry

Title County Judge

Date August 2, 2011

Accepted for **JACOBS ENGINEERING GROUP INC.**

By

Name Stephen A. Clarke

Title Managing Principal

Date 8/8/2011

Exhibit 1

Summary Description of Services

Revise MEP contract documents as required to accommodate background changes in Areas F and J and make other revisions including revising wall lighting in the front of the building, relocate units serving the electrical rooms, and revising ductwork in Area N as requested

Basis of Compensation for Additional Services performed by Jacobs will be on an hourly basis in accordance with the rates below and not to exceed $11,000 00 (Eleven Thousand Dollars and No/100)

Position	Hourly Rate
Principal	$275.00
Project Manager	$200 00
Senior Engineer	$150 00
Senior Architect	$150.00
Senior Designer	$130 00
Construction Administrator	$130.00
Senior Project Controls	$130.00
Project Controls	$115.00
Engineer / Designer	$115 00
Architect	$115.00
Drafter / CADD Operator	$100 00
Word Processor / Secretary	$ 85 00

JACOBS

ADDITIONAL SERVICES AUTHORIZATION

PROJECT NAME:	Add Water Softener to the Condensate Water System	**PROJECT NUMBER:**	F8W91603
CLIENT:	Mr Dudley Anderson Galveston County		
ADDRESS:	722 Moody, 6th Floor Galveston, TX 77550		

Client hereby requests and authorizes Jacobs Engineering Group Inc. ("Engineer") to perform the following Additional Services under the contract executed between Jacobs Engineering Group Inc. and Galveston County dated 09/05/08 (the "Agreement"). The Agreement is incorporated herein and forms an integral part of this Additional Services Authorization. To the extent of any conflicts between the terms and conditions of this Additional Services Authorization and the Agreement, the Agreement shall control.

SERVICES AUTHORIZED: **Client authorizes Engineer to perform the Services described below and incorporated by reference herein.**

COMPENSATION (Select One):

- ☒ **Time and Materials as per Exhibit 1**
- ☐ **Firm Fixed Price of $**
- ☐ **Other**

SCHEDULE:

OTHER:

Accepted for **CLIENT**		Accepted for **JACOBS ENGINEERING GROUP INC.**	
By		By	
Name	Mark Henry	Name	Stephen A. Clark
Title	County Judge	Title	Managing Principal
Date	August 2, 2011	Date	8/8/2011

Exhibit 1

Summary Description of Services

Revise MEP contract documents as required to add a water softener to the domestic cold water make up line serving the cooling tower

Basis of Compensation for Additional Services performed by Jacobs will be on an hourly basis in accordance with the rates below and not to exceed $1,000 00 (One Thousand Dollars and No/100)

Position	Hourly Rate
Principal	$275.00
Project Manager	$200.00
Senior Engineer	$150 00
Senior Architect	$150 00
Senior Designer	$130 00
Construction Administrator	$130 00
Senior Project Controls	$130.00
Project Controls	$115 00
Engineer / Designer	$115 00
Architect	$115 00
Drafter / CADD Operator	$100.00
Word Processor / Secretary	$ 85 00

AGENDA ITEM #15

NO

BACK – UP

PROVIDED

AGENDA ITEM #16

NO

BACK – UP

PROVIDED

AGENDA ITEM #17a

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

July 26, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Bid #B111037, Hughes Road Reconstruction

Gentlemen,

On July 21, 2011 bids were opened for Bid # B111037, Hughes Road Reconstruction, at which time eight (8) bids were received from the following companies

• R. W Lucas Construction, LLC	League City, TX	$599,500.00
• Harris Construction Co , Ltd	Houston, TX	$693,361 66
• Spring Equipment Co , Inc.	Houston, TX	$950,235.30
• Matula & Matula Construction, Inc	Lake Jackson, TX	$674,752 40
• Metro City Construction, L P	Houston, TX	$771,327 20
• Conrad Construction Co , Ltd	Houston, TX	$881,537 90
• AAA Asphalt Paving, Inc	Houston, TX	$647,965 40
• Total Site, Inc	Houston, TX	$651,152 50

The lowest responsible bid was received from R. W Lucas Construction, LLC The County Engineer and I recommend that you award this bid to R. W. Lucas Construction, LLC

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

McCullough, Darla

From: Fitzgerald, Mike
Sent: Monday, July 25, 2011 8 59 PM
To: Crowder, Rufus
Cc: Henry, Mark, Doyle, Patrick; Doyle, Patrick, Holmes, Stephen, Clark, Ken, Lewis, Roxann, Grady, Patricia, Lopez, Renelle, Gilliam, Cindy, Mabry, Celia-Frances, McCullough, Darla; Robertson, Elizabeth, O'Brien, Kevin
Subject: Hughes Road - Bid Tab
Attachments: Bid Tab pdf

Attached is the bi tabulation for Hughes Rd It is my recommendation that the project be awarded to the low bidder, R W Lucas Constuction LLC, in the amount of $599,500

Client: County of Galveston
Project Name: Hughes Road Reconstruction
Bid Date: July 21, 2011

Item No.	Item Description	Unit	Quantity	Bidder No. 1 RW Lucas Construction, LLC Unit Price	Bidder No. 1 Extended Price	Bidder No. 2 AAA Asphalt Paving Inc Unit Price	Bidder No. 2 Extended Price	Bidder No. 3 Total Site Inc Unit Price	Bidder No. 3 Extended Price	Bidder No. 4 Matute & Matute Construction Inc Unit Price	Bidder No. 4 Extended Price	Bidder No. 5 Harris Construction Company Ltd Unit Price	Bidder No. 5 Extended Price	Bidder No. 6 Metro City Construction L.P. Unit Price	Bidder No. 6 Extended Price	Bidder No. 7 Conrad Construction Co., Ltd. Unit Price	Bidder No. 7 Extended Price	Bidder No. 8 Spring Equipment Co. Inc Unit Price	Bidder No. 8 Extended Price
	BASE BID ITEMS																		
	GENERAL																		
1	MOBILIZATION	LS	1	$ 14,700.00	$ 14,700.00	$ 28,000.00	$ 28,000.00	$ 27,000.00	$ 27,000.00	$ 29,529.40	$ 29,529.40	$ 28,200.79	$ 28,200.79	$ 38,000.00	$ 38,000.00	$ 30,000.00	$ 30,000.00	$ 45,000.00	$ 45,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING, USED FOR TRAFFIC CONTROL DURING CONSTRUCTION, AS SHOWN ON PLANS, COMPLETE	LS	1	$ 26,000.00	$ 26,000.00	$ 8,200.00	$ 8,200.00	$ 4,900.00	$ 4,900.00	$ 2,551.90	$ 2,551.90	$ 15,228.43	$ 15,228.43	$ 24,820.00	$ 24,820.00	$ 110,000.00	$ 110,000.00	$ 14,000.00	$ 14,000.00
3	INSTALLATION AND REMOVAL OF TEMPORARY BASE AND ASPHALT SURFACING, COMPLETE	SY	366	$ 30.00	$ 10,980.00	$ 36.00	$ 13,176.00	$ 40.00	$ 14,640.00	$ 35.70	$ 13,065.20	$ 39.48	$ 14,449.68	$ 80.00	$ 29,280.00	$ 50.00	$ 18,300.00	$ 25.00	$ 9,150.00
4	PROVIDE AND INSTALL PROJECT SIGN COMPLETE IN PLACE	LS	1	$	$	$ 900.00	$ 900.00	$ 780.00	$ 780.00	$ 1,740.50	$ 1,740.50	$ 1,126.03	$ 1,126.03	$ 2,999.00	$ 2,999.00	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00
5	UNION PACIFIC RAILROAD PERMITTING INCLUDING RIGHT-OF-ENTRY APPLICAT ON FEE, ADMINISTRATIVE FEE, UP FLAGMAN WHILE WORKING IN RR R O W, AND INSPECTION, COMPLETE	ALLOW	1	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00
6	INSTALLATION AND REMOVAL OF TEMPORARY MAILBOX ASSEMBLIES (MULTIPLE) WITH CRUSHED ROCK BASE TO REPLACE EXISTING MAILBOXES DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 3,400.00	$ 3,400.00	$ 3,057.60	$ 3,057.60	$ 8,460.24	$ 8,460.24	$ 2,000.00	$ 2,000.00	$ 4,200.00	$ 4,200.00	$ 7,500.00	$ 7,500.00
	REMOVE, STORE AND REINSTALL/REPLACE EXISTING MAILBOXES TO PRE CONSTRUCTION LOCATION UPON COMPLETION OF CONSTRUCTION WORK COMPLETE IN PLACE	LS	1	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 1,500.00	$ 2,400.00	$ 2,400.00	$ 1,528.80	$ 1,528.80	$ 8,460.24	$ 8,460.24	$ 2,300.00	$ 2,300.00	$ 4,200.00	$ 4,200.00	$ 5,000.00	$ 5,000.00
8	SALVAGING, HAULING AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT AND BASE (8-INCH). DISPOSAL SITE WILL BE 3120 DEATS ROAD, DICKINSON, TX COMPLETE (ACTUAL QUANTITY)	SY	7,184	$ 2.00	$ 14,368.00	$ 4.00	$ 28,736.00	$ 3.30	$ 23,707.20	$ 4.80	$ 34,483.20	$ 4.57	$ 32,839.84	$ 5.00	$ 35,920.00	$ 4.50	$ 32,328.00	$ 6.50	$ 46,696.00
9	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT DRIVEWAYS, COMPLETE	LS	1	$ 2,500.00	$ 2,500.00	$ 550.00	$ 550.00	$ 4,500.00	$ 4,500.00	$ 2,510.80	$ 2,510.80	$ 2,820.08	$ 2,820.08	$ 4,360.00	$ 4,360.00	$ 10,000.00	$ 10,000.00	$ 12,500.00	$ 12,500.00
10	EXCAVATION "DRIVEWAYS" REMOVING AND DISPOSING OF ALL GRAVEL DRIVEWAYS, COMPLETE	LS	1	$ 2,500.00	$ 2,500.00	$ 900.00	$ 900.00	$ 2,000.00	$ 2,000.00	$ 746.80	$ 746.80	$ 1,692.05	$ 1,692.05	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 4,500.00	$ 4,500.00
11	REMOVING AND DISPOSING OF ALL CONCRETE DRIVEWAYS, COMPLETE	LS	1	$ 3,500.00	$ 3,500.00	$ 5,200.00	$ 5,200.00	$ 6,000.00	$ 6,000.00	$ 4,586.40	$ 4,586.40	$ 2,820.08	$ 2,820.08	$ 3,700.00	$ 3,700.00	$ 3,000.00	$ 3,000.00	$ 15,000.00	$ 15,000.00
12	REMOVING ALL STRUCTURES, REINFORCED CONCRETE PIPE, ALL DEPTHS, COMPLETE	LS	1	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00	$ 13,650.00	$ 13,650.00	$ 10,907.40	$ 10,907.40	$ 22,560.63	$ 22,560.63	$ 6,200.00	$ 6,200.00	$ 12,000.00	$ 12,000.00	$ 8,000.00	$ 8,000.00
13	REINFORCED CONCRETE PAVEMENT (8-INCH), COMPLETE IN PLACE	SY	6,530	$ 32.85	$ 214,510.50	$ 37.50	$ 244,875.00	$ 33.85	$ 221,040.50	$ 38.90	$ 254,017.00	$ 34.02	$ 222,150.60	$ 41.50	$ 270,995.00	$ 38.00	$ 235,080.00	$ 60.00	$ 391,800.00
14	REINFORCED CONCRETE PAVEMENT (6-INCH) FOR DRIVEWAYS, COMPLETE IN PLACE	SY	1,187	$ 36.00	$ 42,732.00	$ 55.00	$ 65,285.00	$ 55.55	$ 65,937.85	$ 36.50	$ 43,325.50	$ 28.73	$ 34,102.51	$ 49.50	$ 58,756.50	$ 47.00	$ 55,789.00	$ 55.00	$ 65,285.00
15	LIME TREATMENT (6-INCH) CONCRETE PAVEMENT SUBGRADE, COMPLETE IN PLACE	SY	7,716	$ 2.00	$ 15,436.00	$ 3.50	$ 27,013.00	$ 4.75	$ 36,663.50	$ 2.10	$ 16,207.60	$ 2.26	$ 17,442.66	$ 2.20	$ 16,975.62	$ 3.00	$ 23,154.00	$ 6.50	$ 50,187.00
16	HYDRATED LIME (DRY)(8% LIME BY DRY WEIGHT OF SOIL), COMPLETE IN PLACE	TON	120	$ 145.00	$ 17,400.00	$ 145.00	$ 17,400.00	$ 142.50	$ 17,100.00	$ 150.00	$ 18,000.00	$ 152.28	$ 18,273.60	$ 153.00	$ 18,360.00	$ 150.00	$ 18,000.00	$ 156.00	$ 18,720.00
17	DENSE-GRADED HOT MIX ASPHALT (METHOD) (2-INCH) (TYPE-C), COMPLETE IN PLACE	TON	2	$ 2,500.00	$ 5,000.00	$ 450.00	$ 900.00	$ 1,400.00	$ 2,800.00	$ 128.20	$ 256.40	$ 1,466.44	$ 2,932.88	$ 320.00	$ 640.00	$ 500.00	$ 1,000.00	$ 125.00	$ 250.00
18	DENSE-GRADED HOT MIX ASPHALT(METHOD) (6-INCH BLACK BASE), (TYPE-B), COMPLETE IN PLACE	TON	6	$ 400.00	$ 2,400.00	$ 300.00	$ 1,800.00	$ 520.00	$ 3,120.00	$ 104.70	$ 628.20	$ 1,466.44	$ 8,798.64	$ 220.00	$ 1,320.00	$ 500.00	$ 3,000.00	$ 125.00	$ 750.00
19	REFLECTORIZED PAVEMENT MARKINGS TYPE II, 4-INCH (SLD)(YELLOW), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	1,643	$ 0.50	$ 821.50	$ 1.30	$ 2,135.90	$ 1.15	$ 1,889.45	$ 0.70	$ 1,150.10	$ 1.24	$ 2,037.32	$ 1.20	$ 1,971.60	$ 1.30	$ 2,135.90	$ 1.10	$ 1,807.30
20	REFLECTORIZED PAVEMENT MARKINGS TYPE II, 24-INCH (SLD)(WHITE), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	70	$ 2.50	$ 175.00	$ 2.35	$ 164.50	$ 2.10	$ 147.00	$ 2.90	$ 203.00	$ 1.97	$ 137.90	$ 2.20	$ 154.00	$ 2.30	$ 161.00	$ 2.00	$ 140.00
21	REFLECTORIZED PAVEMENT MARKING, RR XING, TYPE I, AS SHOWN ON PLANS, COMPLETE IN PLACE	EA	2	$ 350.00	$ 700.00	$ 174.00	$ 348.00	$ 160.00	$ 320.00	$ 176.40	$ 352.80	$ 282.01	$ 564.02	$ 163.00	$ 326.00	$ 75.00	$ 150.00	$ 150.00	$ 300.00
22	REINFORCED CONCRETE PIPE (24-INCH), CLASS III, COMPLETE IN PLACE	LF	28	$ 55.00	$ 1,540.00	$ 100.00	$ 2,800.00	$ 71.00	$ 1,988.00	$ 57.90	$ 621.20	$ 69.37	$ 1,942.36	$ 57.00	$ 1,596.00	$ 75.00	$ 2,100.00	$ 120.00	$ 3,360.00
23	REINFORCED CONCRETE PIPE (ARCH) (18-INCH X 28-1/2-INCH), C-506, COMPLETE IN PLACE	LF	84	$ 80.00	$ 6,720.00	$ 150.00	$ 12,600.00	$ 84.20	$ 7,072.80	$ 108.00	$ 9,072.00	$ 94.19	$ 7,911.96	$ 90.00	$ 7,560.00	$ 95.00	$ 7,980.00	$ 120.00	$ 10,080.00

Chent County of Galveston
Project Name Hughes Road Reconstruction
Bid Date July 21 2011

Item No.	Item Description	Unit	Quantity	Bidder No 1 RW Lucas Construction, LLC Unit Price	Bidder No 1 Extended Price	Bidder No 2 A&A Asphalt Paving, Inc Unit Price	Bidder No 2 Extended Price	Bidder No 3 Total Site Inc Unit Price	Bidder No 3 Extended Price	Bidder No 4 Matula & Matula Construction, Inc Unit Price	Bidder No 4 Extended Price	Bidder No 5 Harris Construction Company, Ltd Unit Price	Bidder No 5 Extended Price	Bidder No 6 Metro City Construction L P Unit Price	Bidder No 6 Extended Price	Bidder No 7 Conrad Construction Co Ltd Unit Price	Bidder No 7 Extended Price	Bidder No 8 Spring Equipment Co Inc Unit Price	Bidder No 8 Extended Price
24	REINFORCED CONCRETE PIPE (18 INCH) C-76 CLASS III COMPLETE IN PLACE	LF	1 112	$ 49 00	$ 54 488 00	$ 40 00	$ 44 480 00	$ 50 25	$ 55,878 00	$ 39 80	$ 44 257 60	$ 60 01	$ 66 731 12	$ 38 00	$ 42,256 00	$ 65.00	$ 72 280 00	$ 60 00	$ 66 720 00
25	INLET (TYPE A), COMPLETE IN PLACE	EA	4	$ 1 800 00	$ 7,200 00	$ 1 680 00	$ 6 720 00	$ 1 900 00	$ 7 600 00	$ 1 692 10	$ 7 568 40	$ 2 120 70	$ 8 482 80	$ 1 900 00	$ 7 600 00	$ 1 800 00	$ 7 200 00	$ 2,700 00	$ 10 800 00
26	INLET (TYPE E) COMPLETE IN PLACE	EA	1	$ 2,000 00	$ 2,000 00	$ 2 000 00	$ 2,000 00	$ 3 400 00	$ 3 400 00	$ 2 101 40	$ 2,101 40	$ 2,239 14	$ 2,239 14	$ 2 020 00	$ 2 020 00	$ 2 000 00	$ 2 000 00	$ 3 000 00	$ 3,000 00
27	DITCH CLEANING AND RESHAPING INCLUDING DRAINAGE SWALES AS SHOWN ON THE PLANS COMPLETE IN PLACE	LF	2660	$ 6 00	$ 15 960 00	$ 10 00	$ 26 600 00	$ 4 50	$ 11 970 00	$ 6 20	$ 16 492 00	$ 4 51	$ 11 996 60	$ 6 00	$ 15,960 00	$ 5 00	$ 13 300 00	$ 4 00	$ 10 640 00
28	TEMPORARY SEDIMENT CONTROL FENCE AS SHOWN ON PLANS COMPLETE IN PLACE	LF	570	$ 1 28	$ 718 20	$ 1 50	$ 855 00	$ 1.25	$ 712 50	$ 2 50	$ 1 425.00	$ 1 35	$ 769 50	$ 1 35	$ 769.50	$ 2.00	$ 1 140 00	$ 1 50	$ 855 00
29	CONSTRUCTION EXIT (INSTALL) TYPE I COMPLETE IN PLACE	SY	150	$ 26 00	$ 3 900 00	$ 10 00	$ 1 500 00	$ 11 25	$ 1 687 50	$ 16 50	$ 2 475 00	$ 5 64	$ 846 00	$ 14 00	$ 2 100 00	$ 13 00	$ 1 950.00	$ 11 00	$ 1 650 00
30	CONSTRUCTION EXIT (REMOVE) TYPE I COMPLETE	SY	150	$ 5 00	$ 750 00	$ 3.00	$ 450 00	$ 3 60	$ 540 00	$ 352 80	$ 52 920 00	$ 9 02	$ 1 353 00	$ 4 00	$ 600.00	$ 8 00	$ 1 200 00	$ 7 00	$ 1 050 00
31	BROADCAST SEEDING (TEMP) WARM SEASON AS SHOWN ON PLANS COMPLETE	AC	2	$ 750 00	$ 9 000 00	$ 650 00	$ 7 800 00	$ 525 00	$ 6 300 00	$ 665 60	$ 7 987 20	$ 564 02	$ 6 768 24	$ 600 00	$ 7 200 00	$ 600 00	$ 7 200 00	$ 500 00	$ 6 000 00
32	FURNISH AND INSTALL GROUND MOUNT "RXR ALUMINUM SIGN (W13-1) 36 INCH DIAMETER COMPLETE IN PLACE	EA	2	$ 500 00	$ 1 000.00	$ 485.00	$ 970.00	$ 445 00	$ 890 00	$ 493 90	$ 987 80	$ 473 77	$ 947.54	$ 460 00	$ 920.00	$ 500 00	$ 1 000 00	$ 400 00	$ 800 00
	TOTAL BASE BID				**$ 499 500 00**		**$ 572,358.40**		**$ 557,531.30**		**$ 593 257 40**		**$ 562 148.50**		**$ 617,163 20**		**$ 691 047 90**		**$ 820 520 30**
	ALTERNATE BID ITEM NO. 1 PAVING OF PRIVATE SECTION OF WELLENS																		
	GENERAL																		
1	8-INCH WATER LINE, COMPLETE IN PLACE	LF	1947	$ 32 00	$ 62 304 00	$ 15 00	$ 29,205 00	$ 28 90	$ 56,268 30	$ 23 70	$ 46 143 90	$ 47 04	$ 91 586 88	$ 58 00	$ 112 926 00	$ 60 00	$ 116 820.00	$ 35 00	$ 68 145 00
2	6-INCH WATER LINE COMPLETE IN PLACE	LF	54	$ 30 00	$ 1 620 00	$ 12 00	$ 648.00	$ 38.85	$ 2 097 90	$ 34 00	$ 1 836 00	$ 39 14	$ 2 113 56	$ 56 00	$ 3 024 00	$ 55 00	$ 2 970 00	$ 30 00	$ 1 620 00
	6 INCH GATE VALVE AND BOX COMPLETE IN PLACE	EA	4	$ 1 026 00	$ 4 104 00	$ 850 00	$ 3 400 00	$ 780 00	$ 3 120 00	$ 736 40	$ 2 941 60	$ 812 18	$ 3,248 72	$ 950.00	$ 3 800 00	$ 1 000 00	$ 4 000 00	$ 1 200 00	$ 4 800 00
4	8-INCH GATE VALVE AND BOX COMPLETE IN PLACE	EA	7	$ 1 600 00	$ 11 200 00	$ 1 100 00	$ 7 700 00	$ 1 195 00	$ 8 365 00	$ 1 078.30	$ 7 548 10	$ 1 144 95	$ 8 014.65	$ 1 200 00	$ 8 400 00	$ 1 350 00	$ 9 450 00	$ 1 650.00	$ 11 550 00
5	FIRE HYDRANT ASSEMBLY INCLUDING 6 GATE VALVE COMPLETE IN PLACE	EA	1	$ 3 600 00	$ 3 600 00	$ 3 000 00	$ 3 000 00	$ 2 550 00	$ 2 550.00	$ 2 914 70	$ 2 914 70	$ 2 955 44	$ 2 955 44	$ 3 000 00	$ 3 000 00	$ 4 000.00	$ 4 000 00	$ 5 000 00	$ 5 000 00
6	WATER TAP AND SERVICE LINE INSTALLATION (SHORT SIDE), INCLUDE NEW TAPPING NEW SLEEVE NEW CORPORATION STOP NEW SERVICE LINE & RE-CONNECTION TO METER COMPLETE IN PLACE & OPERATIONAL	EA	16	$ 454 50	$ 7,272 00	$ 850 00	$ 13 600 00	$ 420 00	$ 6 720 00	$ 580 10	$ 9 281 60	$ 564 02	$ 9,024 32	$ 600 00	$ 9 600 00	$ 900 00	$ 14 400 00	$ 700 00	$ 11 200 00
7	WATER TAP AND SERVICE LINE INSTALLATION (LONG SIDE), INCLUDE NEW TAPPING NEW SLEEVE NEW CORPORATION STOP NEW SERVICE LINE & RE-CONNECTION TO METER COMPLETE IN PLACE & OPERATIONAL	EA	10	$ 700 00	$ 7 000 00	$ 1 350 00	$ 13 500 00	$ 675 00	$ 6 750 00	$ 863 90	$ 8 639 00	$ 1 128 03	$ 11 280 30	$ 1 050.00	$ 0 500 00	$ 1 800 00	$ 18 000 00	$ 950 00	$ 9 500 00
8	CUT PLUG AND ABANDONMENT OF EXISTING WATER LINE COMPLETE	LS	1	$ 800 00	$ 800 00	$ 2 000 00	$ 2 000 00	$ 3 400 00	$ 3 400 00	$ 318 10	$ 318 10	$ 1 128 03	$ 1 128 03	$ 250 00	$ 250 00	$ 18 000 00	$ 18 000.00	$ 2 000 00	$ 2,000 00
9	WET CONNECTION (8-INCH) COMPLETE	EA	3	$ 700 00	$ 2,100 00	$ 850 00	$ 2 550 00	$ 1 450.00	$ 4 350 00	$ 624 00	$ 1 872 00	$ 620 42	$ 1 861 26	$ 888 00	$ 2,664 00	$ 850 00	$ 2,850 00	$ 5,300 00	$ 15 900 00
	TOTAL ALTERNATE BID ITEMS				**$ 100 000 00**		**$ 75 603 00**		**$ 93,621 20**		**$ 81 495 00**		**$ 131 213 16**		**$ 154,164.00**		**$ 190,490 00**		**$ 129,715.00**
	TOTAL BASE BID PRICE				**$ 499,500.00**		**$ 572,358.40**		**$ 557,531 30**		**$ 593 257 40**		**$ 562,148 50**		**$ 617,163 20**		**$ 691,047 90**		**$ 820,520 30**
	TOTAL BASE BID AND ALTERNATE BID PRICE				**$ 599,500 00**		**$ 647,961 40**		**$ 651,152.50**		**$ 674,752.40**		**$ 693,361 66**		**$ 771,327 20**		**$ 881,537 90**		**$ 950,235 30**
	Bidder's Total Base Bid				$ 600 000.00		$ 647 965 40												
					NO PRICE FOR ITEM 4 BUT GAVE FINAL PRICE THAT INCLUDED AN ADDITIONAL $500 00		**MULTIPLICATION ERROR**													

COPY

BID NUMBER B111037

BID PROPOSAL

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

Hughes Road Reconstruction

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

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

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

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

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

BIDDER	RW Lucas Construction, LLC
SIGNATURE	
PRINT NAME	Ryan Lucas
TITLE	President
ADDRESS	551 C League City Parkway
CITY, STATE	League City Texas
ZIP	77573
TELEPHONE	281-316-9990
FAX NO	281-316-6087
DATE	July 21, 2011
TAX I.D. No	27-3076189

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD

BASE BID

ITEM NO.	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	Fourteen thousand seven hundred DOLLARS AND eighty CENTS	$14,700 80	$14,700 80
2	502	"BARRICADES, SIGNS, AND TRAFFIC HANDLING USED FOR TRAFFIC CONTROL DURING CONSTRUCTION, AS SHOWN ON PLANS, COMPLETE	LS	1	Twenty six thousand DOLLARS AND zero CENTS	$26,000 00	$26,000 00
3	508	INSTALLATION AND REMOVAL OF TEMPORARY BASE AND ASPHALT SURFACING, COMPLETE	SY	366	Thirty DOLLARS AND zero CENTS	$30.00	$10,980 00
4		PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE	LS	1	DOLLARS AND CENTS		
5		UNION PACIFIC RAILROAD PERMITTING, INCLUDING RIGHT-OF-ENTRY APPLICATION FEE, ADMINSTRATIVE FEE, UP FLAGMAN WHILE WORKING IN RR R.O W AND INSPECTION, COMPLETE	ALLOWANCE	1	SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS	$7,500 00	$7,500.00
6	560	INSTALLATION AND REMOVAL OF TEMPORARY MAILBOX ASSEMBLIES (MULTIPLE) WITH CRUSHED ROCK BASE TO REPLACE EXISTING MAILBOXES DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	Two thousand DOLLARS AND zero CENTS	$2,000 00	$2,000 00
7	560	REMOVE, STORE AND REINSTALL/REPLACE EXISTING MAILBOXES TO PRE-CONSTRUCTION LOCATION UPON COMPLETION OF CONSTRUCTION WORK, COMPLETE IN PLACE	LS	1	Three thousand DOLLARS AND zero CENTS	$3,000 00	$3,000 00

BL

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
8	305	SALVAGING, HAULING AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT AND BASE (8-INCH), DISPOSAL SITE WILL BE 3120 DEATS ROAD, DICKINSON, TX, COMPLETE (ACTUAL QUANTITY)	SY	7,184	Two DOLLARS AND zero CENTS	$2 00	$14,368 00
9	105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT DRIVEWAYS, COMPLETE	LS	1	Two thousand five hundred DOLLARS AND zero CENTS	$2,500 00	$2,500 00
10	110	EXCAVATION (SPECIAL) REMOVING AND DISPOSING OF ALL GRAVEL DRIVEWAYS, COMPLETE	LS	1	Two thousand five hundred DOLLARS AND zero CENTS	$2,500 00	$2,500 00
11	104	REMOVING AND DISPOSING OF ALL CONCRETE DRIVEWAYS, COMPLETE	LS	1	Three thousand five hundred DOLLARS AND zero CENTS	$3,500 00	$3,500 00
12	496	REMOVING ALL STRUCTURES, REINFORCED CONCRETE PIPE ALL DEPTHS, COMPLETE	LS	1	Ten thousand DOLLARS AND zero CENTS	$10,000 00	$10,000 00
13	360,440	REINFORCED CONCRETE PAVEMENT (8-INCH), COMPLETE IN PLACE	SY	6,530	Thirty two DOLLARS AND eighty five CENTS	$32 85	$214,510 50
14	360,440	REINFORCED CONCRETE PAVEMENT (6-INCH) FOR DRIVEWAYS, INCLUDING COMPACTED SELECT FILL SUB-GRADE, COMPLETE IN PLACE	SY	1,187	Thirty six DOLLARS AND zero CENTS	$36 00	$42,732 00
15	260	LIME TREATMENT (6-INCH) CONCRETE PAVEMENT SUBGRADE, COMPLETE IN PLACE	SY	7,718	Two DOLLARS AND zero CENTS	$2 00	$15,436 00
16	260	HYDRATED LIME (DRY)(8% LIME BY DRY WEIGHT OF SOIL), COMPLETE IN PLACE	TON	120	One hundred forty five DOLLARS AND zero CENTS	$145 00	$17 400 00
17	340	DENSE-GRADED HOT MIX ASPHALT (METHOD), (2-INCH), (TYPE-C), WITHIN UP RR ROW, COMPLETE IN PLACE	TON	2	Two thousand five hundred DOLLARS AND zero CENTS	$2,500 00	$5,000 00

KL

ITEM NO.	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
18	340	DENSE-GRADED HOT MIX ASPHALT(METHOD), (6-INCH BLACK BASE), (TYPE-B), WITHIN IN UP RR ROW, COMPLETE IN PLACE	TON	6	Four hundred DOLLARS AND zero CENTS	$400 00	$2,400 00
19	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 4-INCH (SLD)(YELLOW), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	1,643	Zero DOLLARS AND fifty CENTS	$0 50	$821 50
20	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 24-INCH (SLD)(WHITE), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	70	Two DOLLARS AND fifty CENTS	$2 50	$175 00
21	666	REFLECTORIZED PAVEMENT MARKING, "RR XING" TYPE II, AS SHOWN ON PLANS, COMPLETE IN PLACE	EA	2	Three hundred fifty DOLLARS AND zero CENTS	$350 00	$700 00
22	400,464	REINFORCED CONCRETE PIPE (24-INCH), C-76 CLASS III, COMPLETE IN PLACE	LF	28	Fifty five DOLLARS AND zero CENTS	$55 00	$1,540 00
23	400,464	REINFORCED CONCRETE PIPE (ARCH) (18-INCH X 28-1/2-INCH), C-506, COMPLETE IN PLACE	LF	84	Eighty DOLLARS AND zero CENTS	$80 00	$6,720 00
24	400,464	REINFORCED CONCRETE PIPE (18-INCH), C-76 CLASS III, COMPLETE IN PLACE	LF	1,112	Forty nine DOLLARS AND zero CENTS	$49 00	$54,488 00
25	400,465	INLET (TYPE "A"), COMPLETE IN PLACE	EA	4	One thousand eight hundred DOLLARS AND zero CENTS	$1,800 00	$7,200 00
26	400,465	INLET (TYPE "E") COMPLETE IN PLACE	EA	1	Two thousand DOLLARS AND zero CENTS	$2,000 00	$2,000 00

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
27	760	DITCH CLEANING AND RESHAPING, INCLUDING DRAINAGE SWALES, AS SHOWN ON THE PLANS, COMPLETE IN PLACE	LF	2660	Six DOLLARS AND zero CENTS	$6 00	$15,960.00
28	506	TEMPORARY SEDIMENT CONTROL FENCE, AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	570	One DOLLARS AND twenty six CENTS	$1 26	$718 20
29	506	CONSTRUCTION EXIT (INSTALL), TYPE I, COMPLETE IN PLACE	SY	150	Twenty six DOLLARS AND zero CENTS	$26 00	$3,900 00
30	506	CONSTRUCTION EXIT (REMOVE), TYPE I COMPLETE	SY	150	Five DOLLARS AND zero CENTS	$5 00	$750 00
31	164	BROADCAST SEEDING (TEMP) WARM SEASON, AS SHOWN ON PLANS, COMPLETE	AC	12	Seven hundred fifty DOLLARS AND zero CENTS	$750 00	$9,000 00
32	636,644	FURNISH AND INSTALL GROUND MOUNT "RXR" ALUMINUM SIGN (W10-1) 36 INCH DIAMETER, COMPLETE IN PLACE	EA	2	Five hundred DOLLARS AND zero CENTS	$500 00	$1,000 00
TOTAL BASE BID							$500,000 00

ALTERNATE BID

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
33	02511 02514 02515	8-INCH WATER LINE, COMPLETE IN PLACE	LF	1947	Thirty two DOLLARS AND zero CENTS	$32 00	$62,304 00
34	02511 02514 02515	6-INCH WATER LINE, COMPLETE IN PLACE	LF	54	Thirty DOLLARS AND zero CENTS	$30 00	$1,620 00
35	02521	6-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	4	One thousand twenty six DOLLARS AND zero CENTS	$1,026 00	$4,104 00
36	02520	8-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	7	One thousand six hundred DOLLARS AND zero CENTS	$1,600 00	$11.200 00
37	02520	FIRE HYDRANT ASSEMBLY, INCLUDING 6" GATE VALVE, COMPLETE IN PLACE	EA	1	Three thousand six hundred DOLLARS AND zero CENTS	$3,600 00	$3,600 00
38	02512	WATER TAP AND SERVICE LINE INSTALLATION, (SHORT SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	16	Four hundred fifty four DOLLARS AND fifty CENTS	$454 50	$7,272 00
39	02512	WATER TAP AND SERVICE LINE INSTALLATION, (LONG SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	10	Seven hundred DOLLARS AND zero CENTS	$700 00	$7,000 00
40	02516	CUT, PLUG, AND ABANDONMENT OF EXISTING WATER LINE, COMPLETE	LS	1	Eight hundred DOLLARS AND zero CENTS	$800 00	$800 00
41	02513	WET CONNECTION (8-INCH), COMPLETE	EA	3	Seven hundred DOLLARS AND zero CENTS	$700 00	$2,100 00
TOTAL ALTERNATE							$100,000 00

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD
BID SUMMARY

TOTAL – BASE BID	$500,000 00
TOTAL – ALTERNATE	$100,000 00
TOTAL – BASE BID & ALTERNATE	$600,000.00

This Proposal consists of a Base Bid and an Alternate Bid for Water Line Installation For a bid to be considered responsive all sections must be completed Any combination of Base Bid and Alternate may be awarded for contract, however in no case will the Alternate only be awarded The award of the contract will be based on the combination considered to be in the best interest of Galveston County

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

RL

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project	$200,000 00
The cost of labor, profit, materials not in-place and all other charges	$ 400,000 00
TOTAL: (Must agree with bid)	$ 600,000 00

RL

BID NUMBER B111037

BID PROPOSAL

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

Hughes Road Reconstruction

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

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

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

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

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

BIDDER	HARRIS CONSTRUCTION COMPANY, LTD.
SIGNATURE	
PRINT NAME	It's General Partner LHCC LLC
TITLE	Larry A. Harris, President
ADDRESS	6602 GUHN ROAD
CITY, STATE	HOUSTON, TX
ZIP	77040
TELEPHONE	713-690-0791
FAX NO	713-690-0797
DATE	JULY 21, 2011
TAX I D. No.	76-0290986

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD

BASE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	TWENTY EIGHT THOUSAND TWO HUNDRED DOLLARS AND SEVENTY NINE CENTS	28,200 79	28 200 79
2	502	"BARRICADES, SIGNS, AND TRAFFIC HANDLING " USED FOR TRAFFIC CONTROL DURING CONSTRUCTION, AS SHOWN ON PLANS, COMPLETE	LS	1	FIFTEEN THOUSAND TWO HUNDRED TWENTY EIGHT DOLLARS AND FORTY THREE CENTS	15,228 43	15,228 43
3	508	INSTALLATION AND REMOVAL OF TEMPORARY BASE AND ASPHALT SURFACING, COMPLETE	SY	366	THIRTY NINE DOLLARS AND FORTY EIGHT CENTS	39 48	14,449 68
4		PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE	LS	1	ONE THOUSAND ONE HUNDRED TWENTY EIGHT DOLLARS AND THREE CENTS	1,128 03	1,128 03
5		UNION PACIFIC RAILROAD PERMITTING, INCLUDING RIGHT-OF-ENTRY APPLICATION FEE, ADMINSTRATIVE FEE, UP FLAGMAN WHILE WORKING IN RR R.O W. AND INSPECTION, COMPLETE	ALLOWANCE	1	SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS	$7,500.00	$7,500 00
6	560	INSTALLATION AND REMOVAL OF TEMPORARY MAILBOX ASSEMBLIES (MULTIPLE) WITH CRUSHED ROCK BASE TO REPLACE EXISTING MAILBOXES DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	EIGHT THOUSAND FOUR HUNDRED SIXTY DOLLARS AND TWENTY FOUR CENTS	8,460 24	8,460 24
7	560	REMOVE, STORE AND REINSTALL/REPLACE EXISTING MAILBOXES TO PRE-CONSTRUCTION LOCATION UPON COMPLETION OF CONSTRUCTION WORK, COMPLETE IN PLACE	LS	1	EIGHT THOUSAND FOUR HUNDRED SIXTY DOLLARS AND TWENTY FOUR CENTS	8,460 24	8 460 24

ITEM NO	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
8	305	SALVAGING, HAULING AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT AND BASE (8-INCH), DISPOSAL SITE WILL BE 3120 DEATS ROAD, DICKINSON, TX, COMPLETE (ACTUAL QUANTITY)	SY	7,184	FOUR DOLLARS AND FIFTY ONE CENTS	4 51	32,399 84
9	105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT DRIVEWAYS, COMPLETE	LS	1	TWO THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND EIGHT CENTS	2,820 08	2 820 08
10	110	EXCAVATION (SPECIAL) REMOVING AND DISPOSING OF ALL GRAVEL DRIVEWAYS, COMPLETE	LS	1	ONE THOUSAND SIX HUNDRED NINETY TWO DOLLARS AND FIVE CENTS	1,692 05	1,692 05
11	104	REMOVING AND DISPOSING OF ALL CONCRETE DRIVEWAYS, COMPLETE	LS	1	TWO THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND EIGHT CENTS	2,820 08	2,820 08
12	496	REMOVING ALL STRUCTURES, REINFORCED CONCRETE PIPE, ALL DEPTHS, COMPLETE	LS	1	TWENTY TWO THOUSAND FIVE HUNDRED SIXTY DOLLARS AND SIXTY THREE CENTS	22,560 63	22,560 60
13	360,440	REINFORCED CONCRETE PAVEMENT (8-INCH), COMPLETE IN PLACE	SY	6,530	THIRTY FOUR DOLLARS AND TWO CENTS	34 02	222,150 60
14	360,440	REINFORCED CONCRETE PAVEMENT (6-INCH) FOR DRIVEWAYS, INCLUDING COMPACTED SELECT FILL SUB-GRADE, COMPLETE IN PLACE	SY	1,187	TWENTY EIGHT DOLLARS AND SEVENTY THREE CENTS	28 73	34,102 51
15	260	LIME TREATMENT (6-INCH) CONCRETE PAVEMENT SUBGRADE, COMPLETE IN PLACE	SY	7,718	TWO DOLLARS AND TWENTY SIX CENTS	2 26	17,442 68
16	260	HYDRATED LIME (DRY)(8% LIME BY DRY WEIGHT OF SOIL), COMPLETE IN PLACE	TON	120	ONE HUNDRED FIFTY TWO DOLLARS AND TWENTY EIGHT CENTS	152 28	18,273 60
17	340	DENSE-GRADED HOT MIX ASPHALT (METHOD), (2-INCH), (TYPE-C), WITHIN UP RR ROW, COMPLETE IN PLACE	TON	2	ONE THOUSAND FOUR HUNDRED SIXTY SIX DOLLARS AND FORTY FOUR CENTS	1,466 44	2,932 88

ITEM NO	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
18	340	DENSE-GRADED HOT MIX ASPHALT(METHOD), (6-INCH BLACK BASE), (TYPE-B), WITHIN IN UP RR ROW, COMPLETE IN PLACE	TON	6	ONE THOUSAND FOUR HUNDRED SIXTY SIX DOLLARS AND FORTY FOUR CENTS	1 466 44	8.798 64
19	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 4-INCH (SLD)(YELLOW), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	1,643	ONE DOLLARS AND TWENTY FOUR CENTS	1 24	2,037 32
20	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 24-INCH (SLD)(WHITE), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	70	ONE DOLLARS AND NINETY SEVEN CENTS	1 97	137 90
21	666	REFLECTORIZED PAVEMENT MARKING, "RR XING" TYPE II, AS SHOWN ON PLANS, COMPLETE IN PLACE	EA	2	TWO HUNDRED EIGHTY TWO DOLLARS AND ONE CENTS	282 01	564 02
22	400,464	REINFORCED CONCRETE PIPE (24-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	28	SIXTY NINE DOLLARS AND THIRTY SEVEN CENTS	69 37	1,942 36
23	400,464	REINFORCED CONCRETE PIPE (ARCH) (18-INCH X 28-1/2-INCH), C-506, COMPLETE IN PLACE	LF	84	NINETY FOUR DOLLARS AND NINETEEN CENTS	94 19	7,911 96
24	400,464	REINFORCED CONCRETE PIPE (18-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	1,112	SIXTY DOLLARS AND ONE CENTS	60 01	66,731 12
25	400,465	INLET (TYPE "A"), COMPLETE IN PLACE	EA	4	TWO THOUSAND ONE HUNDRED TWENTY DOLLARS AND SEVENTY CENTS	2,120 70	8,482 80
26	400 465	INLET (TYPE "E"), COMPLETE IN PLACE	EA	1	TWO THOUSAND TWO HUNDRED THIRTY NINE DOLLARS AND FOURTEEN CENTS	2,239 14	2,239 14

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
27	760	DITCH CLEANING AND RESHAPING, INCLUDING DRAINAGE SWALES, AS SHOWN ON THE PLANS, COMPLETE IN PLACE	LF	2660	FOUR DOLLARS AND FIFTY ONE CENTS	4 51	11,996 60
28	506	TEMPORARY SEDIMENT CONTROL FENCE, AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	570	ONE DOLLARS AND THIRTY FIVE CENTS	1 35	769 50
29	506	CONSTRUCTION EXIT (INSTALL), TYPE I, COMPLETE IN PLACE	SY	150	FIVE DOLLARS AND SIXTY FOUR CENTS	5 64	846 00
30	506	CONSTRUCTION EXIT (REMOVE), TYPE I, COMPLETE	SY	150	NINE DOLLARS AND TWO CENTS	9 02	1,353 00
31	164	BROADCAST SEEDING (TEMP) WARM SEASON, AS SHOWN ON PLANS, COMPLETE	AC	12	FIVE HUNDRED SIXTY FOUR DOLLARS AND TWO CENTS	564 02	6,768 24
32	636,644	FURNISH AND INSTALL GROUND MOUNT "RXR" ALUMINUM SIGN (W10-1) 36 INCH DIAMETER, COMPLETE IN PLACE	EA	2	FOUR HUNDRED SEVENTY THREE DOLLARS AND SEVENTY SEVEN CENTS	473 77	947 54
TOTAL BASE BID							562,148.50

ALTERNATE BID

ITEM NO.	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
33	02511 02514 02515	8-INCH WATER LINE, COMPLETE IN PLACE	LF	1947	FORTY SEVEN DOLLARS AND FOUR CENTS	47 04	91,586 88
34	02511 02514 02515	6-INCH WATER LINE, COMPLETE IN PLACE	LF	54	THIRTY NINE DOLLARS AND FOURTEEN CENTS	39 14	2,113 56
35	02521	6-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	4	EIGHT HUNDRED TWELVE DOLLARS AND EIGHTEEN CENTS	812 18	3,248 72
36	02520	8-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	7	ONE THOUSAND ONE HUNDRED FORTY FOUR DOLLARS AND NINETY FIVE CENTS	1,144 95	8,014 65
37	02520	FIRE HYDRANT ASSEMBLY, INCLUDING 6" GATE VALVE, COMPLETE IN PLACE	EA	1	TWO THOUSAND NINE HUNDRED FIFTY FIVE DOLLARS AND FORTY FOUR CENTS	2,955 44	2,955 44
38	02512	WATER TAP AND SERVICE LINE INSTALLATION, (SHORT SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	16	FIVE HUNDRED SIXTY FOUR DOLLARS AND TWO CENTS	564 02	9,024 32
39	02512	WATER TAP AND SERVICE LINE INSTALLATION, (LONG SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	10	ONE THOUSAND ONE HUNDRED TWENTY EIGHT DOLLARS AND THREE CENTS	1,128 03	11,280 30
40	02516	CUT, PLUG, AND ABANDONMENT OF EXISTING WATER LINE, COMPLETE	LS	1	ONE THOUSAND ONE HUNDRED TWENTY EIGHT DOLLARS AND THREE CENTS	1,128 03	1,128 03
41	02513	WET CONNECTION (8-INCH), COMPLETE	EA	3	SIX HUNDRED TWENTY DOLLARS AND FORTY TWO CENTS	620 42	1,861 26
TOTAL ALTERNATE							131,213 16

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD
BID SUMMARY

TOTAL – BASE BID	562,148 50
TOTAL – ALTERNATE	131,213 16
TOTAL – BASE BID & ALTERNATE	693,361 66

This Proposal consists of a Base Bid and an Alternate Bid for Water Line Installation For a bid to be considered responsive all sections must be completed. Any combination of Base Bid and Alternate may be awarded for contract, however in no case will the Alternate only be awarded. The award of the contract will be based on the combination considered to be in the best interest of Galveston County.

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

State of Texas Tax Statement of Materials and other charges.

The cost of in-place materials to be incorporated into the project	$ 390,796 94
The cost of labor, profit, materials not in-place and all other charges	$ 302,564 72
TOTAL: (Must agree with bid)	$ 693,361 66

BID NUMBER B111037

BID PROPOSAL

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

Hughes Road Reconstruction

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

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

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

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

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

BIDDER	SPRING EQUIPMENT CO. INC.
SIGNATURE	
PRINT NAME	JACKIE MURPHEY
TITLE	VICE PRESIDENT
ADDRESS	13118 GREEN RIVER DR
CITY, STATE	HOUSTON TX
ZIP	77044
TELEPHONE	281-459-9090
FAX NO	281-459-9099
DATE	7/21/11
TAX I D No.	76-0568395

COUNTY of GALVESTON

Purchasing Department

rev 1 3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data

Instructions. Please type or print clearly when completing sections 1 thru 4 and return completed form to:

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

1.

Business Name:	SPRING EQUIPMENT CO INC
Attention Line:	JACKIE MURPHEY

2.

Physical Address:	13118 GREEN RIVER DR		
City:	HOUSTON	**State:** TX	**Zip+4:** 77044

3.

Billing / Remit Address:	13118 GREEN RIVER DR		
City:	HOUSTON	**State:** TX	**Zip+4** 77044

4.

Main Contact Person:	JACKIE MURPHEY
Main Phone Number:	281-459-9090
Fax Number:	281-459-9099
E-mail Address:	JMURPHEY@SPRINGEQUIPMENT.COM

Areas below are for County use only.

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

Action Requested - Check One:	**IFAS PEID Vendor Number:**	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) One Time	( ) Foster Child	

Form **W-9**
(Rev October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
SPRING EQUIPMENT CO INC.

Business name, if different from above

Check appropriate box ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number street, and apt or suite no)
13118 GREEN RIVER DR.

Requester's name and address (optional)

City state, and ZIP code
HOUSTON TX 77044

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN) If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
| | |

or

Employer identification number
76 | 0568395

Part II Certification

Under penalties of perjury, I certify that:

1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3 I am a U S. citizen or other U.S person (defined below).

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/21/11

General Instructions

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

Purpose of Form

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

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

1 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3 Claim exemption from backup withholding if you are a U.S exempt payee. If applicable, you are also certifying that as a U S. person, your allocable share of any partnership income from a U S trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U S owner of a disregarded entity and not the entity,

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed See Section 176 006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

NONE

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

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

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

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176 001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

4

Signature of person doing business with the governmental entity

7/21/11

Date

Adopted 06/29/2007

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD

BASE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	Forty Five DOLLARS AND No CENTS	45,000.00	45,000.00
2	502	"BARRICADES, SIGNS, AND TRAFFIC HANDLING " USED FOR TRAFFIC CONTROL DURING CONSTRUCTION, AS SHOWN ON PLANS, COMPLETE	LS	1	Fourteen Thousand DOLLARS AND No CENTS	14,000.00	14,000.00
3	508	INSTALLATION AND REMOVAL OF TEMPORARY BASE AND ASPHALT SURFACING, COMPLETE	SY	366	Twenty Five DOLLARS AND No CENTS	25.00	9150.00
4		PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE	LS	1	one Thousand Five Hundred DOLLARS AND No CENTS	1,500.00	1,500.00
5		UNION PACIFIC RAILROAD PERMITTING, INCLUDING RIGHT-OF-ENTRY APPLICATION FEE, ADMINSTRATIVE FEE, UP FLAGMAN WHILE WORKING IN RR R O.W AND INSPECTION, COMPLETE	ALLOWANCE	1	SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS	$7,500 00	$7,500.00
6	560	INSTALLATION AND REMOVAL OF TEMPORARY MAILBOX ASSEMBLIES (MULTIPLE) WITH CRUSHED ROCK BASE TO REPLACE EXISTING MAILBOXES DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	Seven Thousand Five Hundred DOLLARS AND No CENTS	7500.00	7500.00
7	560	REMOVE, STORE AND REINSTALL/REPLACE EXISTING MAILBOXES TO PRE-CONSTRUCTION LOCATION UPON COMPLETION OF CONSTRUCTION WORK, COMPLETE IN PLACE	LS	1	Five Thousand DOLLARS AND No CENTS	5000.00	5000.00

ITEM NO.	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
8	305	SALVAGING, HAULING AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT AND BASE (8-INCH), DISPOSAL SITE WILL BE 3120 DEATS ROAD, DICKINSON, TX, COMPLETE (ACTUAL QUANTITY)	SY	7,184	Six DOLLARS AND Fifty CENTS	6.50	46,696.00
9	105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT DRIVEWAYS, COMPLETE	LS	1	Twelve Thousand Five Hundred DOLLARS AND no CENTS	12,500.00	12,500.00
10	110	EXCAVATION (SPECIAL) REMOVING AND DISPOSING OF ALL GRAVEL DRIVEWAYS, COMPLETE	LS	1	Four Thousand Five Hundred DOLLARS AND no CENTS	4,500.00	4,500.00
11	104	REMOVING AND DISPOSING OF ALL CONCRETE DRIVEWAYS, COMPLETE	LS	1	Fifteen Thousand DOLLARS AND no CENTS	15,000.00	15,000.00
12	496	REMOVING ALL STRUCTURES, REINFORCED CONCRETE PIPE, ALL DEPTHS, COMPLETE	LS	1	Eight Thousand DOLLARS AND no CENTS	8,000.00	8,000.00
13	360,440	REINFORCED CONCRETE PAVEMENT (8-INCH), COMPLETE IN PLACE	SY	6,530	~~Six Tf~~ Sixty DOLLARS AND no CENTS	60.00	391,800.00
14	360,440	REINFORCED CONCRETE PAVEMENT (6-INCH) FOR DRIVEWAYS, INCLUDING COMPACTED SELECT FILL SUB-GRADE, COMPLETE IN PLACE	SY	1,187	Fifty Five DOLLARS AND no CENTS	55.00	65,285.00
15	260	LIME TREATMENT (6-INCH) CONCRETE PAVEMENT SUBGRADE, COMPLETE IN PLACE	SY	7,718	Six DOLLARS AND Fifty CENTS	6.50	50,167.00
16	260	HYDRATED LIME (DRY)(8% LIME BY DRY WEIGHT OF SOIL), COMPLETE IN PLACE	TON	120	One Hundred Fifty Six DOLLARS AND no CENTS	156.00	18,720.00
17	340	DENSE-GRADED HOT MIX ASPHALT (METHOD), (2-INCH), (TYPE-C), WITHIN UP RR ROW, COMPLETE IN PLACE	TON	2	One Hundred Twenty Five DOLLARS AND no CENTS	125.00	250.00

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
18	340	DENSE-GRADED HOT MIX ASPHALT(METHOD), (6-INCH BLACK BASE), (TYPE-B), WITHIN IN UP RR ROW, COMPLETE IN PLACE	TON	6	One Hundred Twenty Five DOLLARS AND No CENTS	125.00	750.00
19	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 4-INCH (SLD)(YELLOW), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	1,643	One DOLLARS AND Ten CENTS	1.10	1807.30
20	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 24-INCH (SLD)(WHITE), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	70	Two DOLLARS AND No CENTS	2.00	140.00
21	666	REFLECTORIZED PAVEMENT MARKING, "RR XING" TYPE II, AS SHOWN ON PLANS, COMPLETE IN PLACE	EA	2	One Hundred Fifty DOLLARS AND No CENTS	150.00	300.00
22	400,464	REINFORCED CONCRETE PIPE (24-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	28	One Hundred Twenty DOLLARS AND No CENTS	120.00	3360.00
23	400,464	REINFORCED CONCRETE PIPE (ARCH) (18-INCH X 28-1/2-INCH), C-506, COMPLETE IN PLACE	LF	84	One Hundred Twenty DOLLARS AND No CENTS	120.00	10,080.00
24	400,464	REINFORCED CONCRETE PIPE (18-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	1,112	Sixty DOLLARS AND No CENTS	60.00	66,720.00
25	400,465	INLET (TYPE "A"), COMPLETE IN PLACE	EA	4	Two Thousand Seven Hundred DOLLARS AND No CENTS	2,700.00	10,800.00
26	400,465	INLET (TYPE "E"), COMPLETE IN PLACE	EA	1	Three Thousand DOLLARS AND No CENTS	3000.00	3,000.00

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
27	760	DITCH CLEANING AND RESHAPING, INCLUDING DRAINAGE SWALES, AS SHOWN ON THE PLANS, COMPLETE IN PLACE	LF	2660	Four DOLLARS AND No CENTS	4.00	10,640.00
28	506	TEMPORARY SEDIMENT CONTROL FENCE, AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	570	One DOLLARS AND Fifty CENTS	1.50	855.00
29	506	CONSTRUCTION EXIT (INSTALL), TYPE I, COMPLETE IN PLACE	SY	150	Eleven DOLLARS AND No CENTS	11.00	1,650.00
30	506	CONSTRUCTION EXIT (REMOVE), TYPE I, COMPLETE	SY	150	Seven DOLLARS AND No CENTS	7.00	1050.00
31	164	BROADCAST SEEDING (TEMP) WARM SEASON, AS SHOWN ON PLANS, COMPLETE	AC	12	Five Hundred DOLLARS AND No CENTS	500.00	6,000.00
32	636,644	FURNISH AND INSTALL GROUND MOUNT "RXR" ALUMINUM SIGN (W10-1) 36 INCH DIAMETER, COMPLETE IN PLACE	EA	2	Four Hundred DOLLARS AND No CENTS	400.00	800.00
TOTAL BASE BID							

ALTERNATE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
33	02511 02514 02515	8-INCH WATER LINE, COMPLETE IN PLACE	LF	1947	Thirty Five DOLLARS AND no CENTS	35.00	68145.00
34	02511 02514 02515	6-INCH WATER LINE, COMPLETE IN PLACE	LF	54	Thirty DOLLARS AND no CENTS	30.00	1620.00
35	02521	6-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	4	One Thousand Two Hundred DOLLARS AND No CENTS	1200.00	4800.00
36	02520	8-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	7	One Thousand Six Hundred Fifty DOLLARS AND NO CENTS	1650.00	11550.00
37	02520	FIRE HYDRANT ASSEMBLY, INCLUDING 6" GATE VALVE, COMPLETE IN PLACE	EA	1	Five Thousand DOLLARS AND no CENTS	5000.00	5000.00
38	02512	WATER TAP AND SERVICE LINE INSTALLATION, (SHORT SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	16	Seven Hundred DOLLARS AND no CENTS	700.00	11200.00
39	02512	WATER TAP AND SERVICE LINE INSTALLATION, (LONG SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	10	Nine Hundred Fifty DOLLARS AND no CENTS	950.00	9500.00
40	02516	CUT, PLUG, AND ABANDONMENT OF EXISTING WATER LINE, COMPLETE	LS	1	Two Thousand DOLLARS AND no CENTS	2000.00	2000.00
41	02513	WET CONNECTION (8-INCH), COMPLETE	EA	3	Five Thousand Three Hundred DOLLARS AND no CENTS	5300.00	15900.00
TOTAL ALTERNATE							

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD
BID SUMMARY

TOTAL – BASE BID 820,520.39 Eight Hundred Twenty Thousand Five Hundred Twenty Dollars, thirty cents

TOTAL – ALTERNATE 129,715.00 One Hundred Twenty Nine Thousand Seven Hundred Fifteen Dollars, no cents

TOTAL – BASE BID & ALTERNATE 950,235.39 Nine Hundred Fifty Thousand Two Hundred Thirty Five Dollars, thirty cents

This Proposal consists of a Base Bid and an Alternate Bid for Water Line Installation. For a bid to be considered responsive all sections must be completed Any combination of Base Bid and Alternate may be awarded for contract, however in no case will the Alternate only be awarded The award of the contract will be based on the combination considered to be in the best interest of Galveston County.

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

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $ 310,000.00

The cost of labor, profit, materials not in-place and all other charges $ 640,235.30

TOTAL: (Must agree with bid) $ 950,235.30

BID NUMBER B111037

BID PROPOSAL

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

Hughes Road Reconstruction

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

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

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

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

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

BIDDER	Matula & Matula Construction, Inc
SIGNATURE	
PRINT NAME	Jon Matula
TITLE	President
ADDRESS	188 West Way, Ste 325
CITY, STATE	Lake Jackson, Tx
ZIP	77566
TELEPHONE	979-480-0030
FAX NO	979-480-0060
DATE	07/21/11
TAX I D No	75-2848842

MATULA & MATULA CONSTRUCTION, INC. CORPORATE SEAL 2000 TEXAS

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD

BASE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	Twenty-nine thousand five hundred twenty-nine DOLLARS AND Forty CENTS	29,529.40	29,529.40
2	502	"BARRICADES, SIGNS, AND TRAFFIC HANDLING " USED FOR TRAFFIC CONTROL DURING CONSTRUCTION, AS SHOWN ON PLANS, COMPLETE	LS	1	Two thousand five hundred fifty-one DOLLARS AND Ninety CENTS	2,551.90	2,551.90
3	508	INSTALLATION AND REMOVAL OF TEMPORARY BASE AND ASPHALT SURFACING, COMPLETE	SY	366	Thirty-five DOLLARS AND Seventy CENTS	35.70	13,066.20
4		PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE	LS	1	One thousand seven hundred forty DOLLARS AND Fifty CENTS	1,740.50	1,740.50
5		UNION PACIFIC RAILROAD PERMITTING, INCLUDING RIGHT-OF-ENTRY APPLICATION FEE, ADMINSTRATIVE FEE, UP FLAGMAN WHILE WORKING IN RR R O W AND INSPECTION, COMPLETE	ALLOWANCE	1	SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS	$7,500 00	$7,500 00
6	560	INSTALLATION AND REMOVAL OF TEMPORARY MAILBOX ASSEMBLIES (MULTIPLE) WITH CRUSHED ROCK BASE TO REPLACE EXISTING MAILBOXES DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	Three thousand fifty-seven DOLLARS AND Sixty CENTS	3,057.60	3,057.60
7	560	REMOVE, STORE AND REINSTALL/REPLACE EXISTING MAILBOXES TO PRE-CONSTRUCTION LOCATION UPON COMPLETION OF CONSTRUCTION WORK, COMPLETE IN PLACE	LS	1	One thousand five hundred twenty-eight DOLLARS AND Eighty CENTS	1,528.80	1,528.80

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
8	305	SALVAGING, HAULING AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT AND BASE (8-INCH), DISPOSAL SITE WILL BE 3120 DEATS ROAD, DICKINSON, TX, COMPLETE (ACTUAL QUANTITY)	SY	7,184	Four DOLLARS AND Eighty CENTS	4.80	34,483.20
9	105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT DRIVEWAYS, COMPLETE	LS	1	Two thousand five hundred ten DOLLARS AND Eighty CENTS	2,510.80	2,510.80
10	110	EXCAVATION (SPECIAL) REMOVING AND DISPOSING OF ALL GRAVEL DRIVEWAYS, COMPLETE	LS	1	Seven hundred forty-six DOLLARS AND Eighty CENTS	746.80	746.80
11	104	REMOVING AND DISPOSING OF ALL CONCRETE DRIVEWAYS, COMPLETE	LS	1	Four thousand five hundred eighty-six DOLLARS AND Forty CENTS	4,586.40	4,586.40
12	496	REMOVING ALL STRUCTURES, REINFORCED CONCRETE PIPE, ALL DEPTHS, COMPLETE	LS	1	Ten thousand nine hundred seven DOLLARS AND Forty CENTS	10,907.40	10,907.40
13	360,440	REINFORCED CONCRETE PAVEMENT (8-INCH), COMPLETE IN PLACE	SY	6,530	Thirty-eight DOLLARS AND Ninety CENTS	38.90	254,017.00
14	360,440	REINFORCED CONCRETE PAVEMENT (6-INCH) FOR DRIVEWAYS, INCLUDING COMPACTED SELECT FILL SUB-GRADE, COMPLETE IN PLACE	SY	1,187	Thirty-six DOLLARS AND Fifty CENTS	36.50	43,325.50
15	260	LIME TREATMENT (6-INCH) CONCRETE PAVEMENT SUBGRADE, COMPLETE IN PLACE	SY	7,718	Two DOLLARS AND Ten CENTS	2 10	16,207.80
16	260	HYDRATED LIME (DRY)(8% LIME BY DRY WEIGHT OF SOIL), COMPLETE IN PLACE	TON	120	One hundred fifty DOLLARS AND No CENTS	150.00	18,000.00
17	340	DENSE-GRADED HOT MIX ASPHALT (METHOD), (2-INCH), (TYPE-C), WITHIN UP RR ROW, COMPLETE IN PLACE	TON	2	One hundred twenty-eight DOLLARS AND Twenty CENTS	128.20	256.40

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
18	340	DENSE-GRADED HOT MIX ASPHALT(METHOD), (6-INCH BLACK BASE), (TYPE-B), WITHIN IN UP RR ROW, COMPLETE IN PLACE	TON	6	One hundred four DOLLARS AND Seventy CENTS	104.70	628.20
19	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 4-INCH (SLD)(YELLOW), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	1,643	No DOLLARS AND Seventy CENTS	.70	1,150.10
20	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 24-INCH (SLD)(WHITE), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	70	Two DOLLARS AND Ninety CENTS	2 90	203.00
21	666	REFLECTORIZED PAVEMENT MARKING, "RR XING" TYPE II, AS SHOWN ON PLANS, COMPLETE IN PLACE	EA	2	One hundred seventy-Six DOLLARS AND Forty CENTS	176.40	352.80
22	400,464	REINFORCED CONCRETE PIPE (24-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	28	Fifty-Seven DOLLARS AND Ninety CENTS	57.90	1,621.20
23	400,464	REINFORCED CONCRETE PIPE (ARCH) (18-INCH X 28-1/2-INCH), C-506, COMPLETE IN PLACE	LF	84	One hundred eight DOLLARS AND No CENTS	108.00	9,072.00
24	400,464	REINFORCED CONCRETE PIPE (18-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	1,112	Thirty-nine DOLLARS AND Eighty CENTS	39.80	44,257.60
25	400,465	INLET (TYPE "A"), COMPLETE IN PLACE	EA	4	One thousand eight hundred ninety-two DOLLARS AND Ten CENTS	1,892.10	7,568.40
26	400,465	INLET (TYPE "E"), COMPLETE IN PLACE	EA	1	Two thousand one hundred one DOLLARS AND Forty CENTS	2,101.40	2,101.40

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
27	760	DITCH CLEANING AND RESHAPING, INCLUDING DRAINAGE SWALES, AS SHOWN ON THE PLANS, COMPLETE IN PLACE	LF	2660	Six DOLLARS AND Twenty CENTS	6.20	16,492.00
28	506	TEMPORARY SEDIMENT CONTROL FENCE, AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	570	Two DOLLARS AND Fifty CENTS	2 50	1,452.00
29	506	CONSTRUCTION EXIT (INSTALL), TYPE I, COMPLETE IN PLACE	SY	150	Sixteen DOLLARS AND Fifty CENTS	16.50	2,475 00
30	506	CONSTRUCTION EXIT (REMOVE), TYPE I, COMPLETE	SY	150	Three hundred fifty-two DOLLARS AND Eighty CENTS	352.80	52,920.00
31	164	BROADCAST SEEDING (TEMP) WARM SEASON, AS SHOWN ON PLANS, COMPLETE	AC	12	Six hundred sixty-five DOLLARS AND Sixty CENTS	665.60	7,987.20
32	636,644	FURNISH AND INSTALL GROUND MOUNT "RXR" ALUMINUM SIGN (W10-1) 36 INCH DIAMETER, COMPLETE IN PLACE	EA	2	Four hundred ninety-three DOLLARS AND Ninety CENTS	493.90	987 80
TOTAL BASE BID							593,257.40

ALTERNATE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
33	02511 02514 02515	8-INCH WATER LINE, COMPLETE IN PLACE	LF	1947	Twenty - three DOLLARS AND Seventy CENTS	23.70	46,143.90
34	02511 02514 02515	6-INCH WATER LINE, COMPLETE IN PLACE	LF	54	Thirty - four DOLLARS AND No CENTS	34 00	1,836.00
35	02521	6-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	4	Seven hundred thirty - five DOLLARS AND Forty CENTS	735.40	2,941.60
36	02520	8-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	7	One thousand Seventy - eight DOLLARS AND Thirty CENTS	1,078.30	7,548.10
37	02520	FIRE HYDRANT ASSEMBLY, INCLUDING 6" GATE VALVE, COMPLETE IN PLACE	EA	1	Two thousand nine hundred fourteen DOLLARS AND Seventy CENTS	2,914.70	2,914.70
38	02512	WATER TAP AND SERVICE LINE INSTALLATION, (SHORT SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	16	Five hundred eighty DOLLARS AND Ten CENTS	580.10	9,281.60
39	02512	WATER TAP AND SERVICE LINE INSTALLATION, (LONG SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	10	Eight hundred Sixty - three DOLLARS AND Ninety CENTS	863.90	8,639.00
40	02516	CUT, PLUG, AND ABANDONMENT OF EXISTING WATER LINE, COMPLETE	LS	1	Three hundred eighteen DOLLARS AND Ten CENTS	318.10	318.10
41	02513	WET CONNECTION (8-INCH), COMPLETE	EA	3	Six hundred twenty - four DOLLARS AND No CENTS	624.00	1,872.00
TOTAL ALTERNATE							81,495.00

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD
BID SUMMARY

TOTAL – BASE BID	593,257.40
TOTAL – ALTERNATE	81,495.00
TOTAL – BASE BID & ALTERNATE	674,752.40

This Proposal consists of a Base Bid and an Alternate Bid for Water Line Installation For a bid to be considered responsive all sections must be completed Any combination of Base Bid and Alternate may be awarded for contract, however in no case will the Alternate only be awarded The award of the contract will be based on the combination considered to be in the best interest of Galveston County

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

State of Texas Tax Statement of Materials and other charges

The cost of in-place materials to be incorporated into the project $ 381,465.56

The cost of labor, profit, materials not in-place and all other charges $ 293,286.84

TOTAL (Must agree with bid) $ 674,752.40

BID NUMBER B111037

BID PROPOSAL

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

Hughes Road Reconstruction

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

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

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

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

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

BIDDER	Metro City Construction, L.P
SIGNATURE	Robert N Smither
PRINT NAME	Robert N Smither
TITLE	Chef Estimator
ADDRESS	5715 Luce Street
CITY, STATE	Houston, Texas
ZIP	77087
TELEPHONE	713-943-0090
FAX NO	713-943-0092
DATE	07/21/2011
TAX I D No.	51-0446360

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD

BASE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	Thirty Eight Thousand DOLLARS AND No CENTS	38,000 00	38,000 00
2	502	"BARRICADES, SIGNS, AND TRAFFIC HANDLING " USED FOR TRAFFIC CONTROL DURING CONSTRUCTION, AS SHOWN ON PLANS, COMPLETE	LS	1	Twenty Four Thousand Eight Hundred Twenty DOLLARS AND No CENTS	24,820 00	24,830 00
3	508	INSTALLATION AND REMOVAL OF TEMPORARY BASE AND ASPHALT SURFACING, COMPLETE	SY	366	Eighty DOLLARS AND No CENTS	80 00	29,280 00
4		PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE	LS	1	Twenty Nine Hundred Ninety Nine DOLLARS AND No CENTS	2,999 00	2,999 00
5		UNION PACIFIC RAILROAD PERMITTING, INCLUDING RIGHT-OF-ENTRY APPLICATION FEE, ADMINSTRATIVE FEE, UP FLAGMAN WHILE WORKING IN RR R O W. AND INSPECTION, COMPLETE	ALLOWANCE	1	SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS	$7,500 00	$7,500 00
6	560	INSTALLATION AND REMOVAL OF TEMPORARY MAILBOX ASSEMBLIES (MULTIPLE) WITH CRUSHED ROCK BASE TO REPLACE EXISTING MAILBOXES DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	Two Thousand DOLLARS AND No CENTS	2,000 00	2,000 00
7	560	REMOVE, STORE AND REINSTALL/REPLACE EXISTING MAILBOXES TO PRE-CONSTRUCTION LOCATION UPON COMPLETION OF CONSTRUCTION WORK, COMPLETE IN PLACE	LS	1	Twenty Three Hundred DOLLARS AND No CENTS	2,300 00	2,300 00

ITEM NO.	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
8	305	SALVAGING, HAULING AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT AND BASE (8-INCH), DISPOSAL SITE WILL BE 3120 DEATS ROAD, DICKINSON, TX, COMPLETE (ACTUAL QUANTITY)	SY	7,184	Five DOLLARS AND No CENTS	5 00	35,920.00
9	105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT DRIVEWAYS, COMPLETE	LS	1	Forty Three Hundred Sixty DOLLARS AND No CENTS	4,360.00	4,360 00
10	110	EXCAVATION (SPECIAL) REMOVING AND DISPOSING OF ALL GRAVEL DRIVEWAYS, COMPLETE	LS	1	Two Thousand DOLLARS AND No CENTS	2,000.00	2,000 00
11	104	REMOVING AND DISPOSING OF ALL CONCRETE DRIVEWAYS, COMPLETE	LS	1	Thirty Seven Hundred DOLLARS AND No CENTS	3,700.00	3,700 00
12	496	REMOVING ALL STRUCTURES, REINFORCED CONCRETE PIPE, ALL DEPTHS, COMPLETE	LS	1	Sixty Two Hundred DOLLARS AND No CENTS	6,200 00	6,200 00
13	360,440	REINFORCED CONCRETE PAVEMENT (8-INCH), COMPLETE IN PLACE	SY	6,530	Forty One DOLLARS AND Fifty CENTS	41.50	270,995 00
14	360,440	REINFORCED CONCRETE PAVEMENT (6-INCH) FOR DRIVEWAYS, INCLUDING COMPACTED SELECT FILL SUB-GRADE, COMPLETE IN PLACE	SY	1,187	Forty Nine DOLLARS AND Fifty CENTS	49.50	58,756.50
15	260	LIME TREATMENT (6-INCH) CONCRETE PAVEMENT SUBGRADE, COMPLETE IN PLACE	SY	7,718	Two DOLLARS AND Twenty CENTS	2.20	16,979 60
16	260	HYDRATED LIME (DRY)(8% LIME BY DRY WEIGHT OF SOIL), COMPLETE IN PLACE	TON	120	One Hundred Fifty Three DOLLARS AND No CENTS	153.00	18,360.00
17	340	DENSE-GRADED HOT MIX ASPHALT (METHOD), (2-INCH), (TYPE-C), WITHIN UP RR ROW, COMPLETE IN PLACE	TON	2	Three Hundred Twenty DOLLARS AND No CENTS	320 00	640 00

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
18	340	DENSE-GRADED HOT MIX ASPHALT(METHOD), (6-INCH BLACK BASE), (TYPE-B), WITHIN IN UP RR ROW, COMPLETE IN PLACE	TON	6	Two Hundred Twenty DOLLARS AND No CENTS	220 00	1,320 00
19	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 4-INCH (SLD)(YELLOW), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	1,643	One DOLLARS AND Twenty CENTS	1.20	1,971 60
20	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 24-INCH (SLD)(WHITE), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	70	Two DOLLARS AND Twenty CENTS	2.20	154.00
21	666	REFLECTORIZED PAVEMENT MARKING, "RR XING" TYPE II, AS SHOWN ON PLANS, COMPLETE IN PLACE	EA	2	One Hundred Sixty Three DOLLARS AND No CENTS	163.00	326 00
22	400,464	REINFORCED CONCRETE PIPE (24-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	28	Fifty Seven DOLLARS AND No CENTS	57.00	1,596 00
23	400,464	REINFORCED CONCRETE PIPE (ARCH) (18-INCH X 28-1/2-INCH), C-506, COMPLETE IN PLACE	LF	84	Ninety DOLLARS AND No CENTS	90.00	7,560 00
24	400,464	REINFORCED CONCRETE PIPE (18-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	1,112	Thirty Eight DOLLARS AND No CENTS	38.00	42,256.00
25	400,465	INLET (TYPE "A"), COMPLETE IN PLACE	EA	4	Nineteen Hundred DOLLARS AND No CENTS	1,900 00	7,600.00
26	400,465	INLET (TYPE "E"), COMPLETE IN PLACE	EA	1	Two Thousand Twenty DOLLARS AND No CENTS	2,020 00	2,020 00

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
27	760	DITCH CLEANING AND RESHAPING, INCLUDING DRAINAGE SWALES, AS SHOWN ON THE PLANS, COMPLETE IN PLACE	LF	2660	Six DOLLARS AND No CENTS	6.00	15,960 00
28	506	TEMPORARY SEDIMENT CONTROL FENCE, AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	570	One DOLLARS AND Thirty Five CENTS	1.35	769 50
29	506	CONSTRUCTION EXIT (INSTALL), TYPE I, COMPLETE IN PLACE	SY	150	Fourteen DOLLARS AND No CENTS	14.00	2,100.00
30	506	CONSTRUCTION EXIT (REMOVE), TYPE I, COMPLETE	SY	150	Four DOLLARS AND No CENTS	4.00	600.00
31	164	BROADCAST SEEDING (TEMP) WARM SEASON, AS SHOWN ON PLANS, COMPLETE	AC	12	Six Hundred DOLLARS AND No CENTS	600.00	7,200.00
32	636,644	FURNISH AND INSTALL GROUND MOUNT "RXR" ALUMINUM SIGN (W10-1) 36 INCH DIAMETER, COMPLETE IN PLACE	EA	2	Four Hundred Sixty DOLLARS AND No CENTS	460.00	920.00
TOTAL BASE BID							617,163.20

ALTERNATE BID

ITEM NO	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
33	02511 02514 02515	8-INCH WATER LINE, COMPLETE IN PLACE	LF	1947	Fifty Eight DOLLARS AND No CENTS	58 00	112,926 00
34	02511 02514 02515	6-INCH WATER LINE, COMPLETE IN PLACE	LF	54	Fifty Six DOLLARS AND No CENTS	56 00	3,024 00
35	02521	6-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	4	Nine Hundred Fifty DOLLARS AND No CENTS	950 00	3,800 00
36	02520	8-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	7	Twelve Hundred DOLLARS AND No CENTS	1,200 00	8,400 00
37	02520	FIRE HYDRANT ASSEMBLY, INCLUDING 6" GATE VALVE, COMPLETE IN PLACE	EA	1	Three Thousand DOLLARS AND No CENTS	3,000.00	3,000 00
38	02512	WATER TAP AND SERVICE LINE INSTALLATION, (SHORT SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	16	Six Hundred DOLLARS AND No CENTS	600 00	9,600 00
39	02512	WATER TAP AND SERVICE LINE INSTALLATION, (LONG SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	10	One Thousand Fifty DOLLARS AND No CENTS	1,050 00	10,500.00
40	02516	CUT, PLUG, AND ABANDONMENT OF EXISTING WATER LINE, COMPLETE	LS	1	Two Hundred Fifty DOLLARS AND No CENTS	250 00	250.00
41	02513	WET CONNECTION (8-INCH), COMPLETE	EA	3	Eight Hundred Eighty Eight DOLLARS AND No CENTS	888 00	2,664.00
TOTAL ALTERNATE							154,164.00

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD
BID SUMMARY

TOTAL – BASE BID	617,163.20
TOTAL – ALTERNATE	154,327.20
TOTAL – BASE BID & ALTERNATE	771,327.20

This Proposal consists of a Base Bid and an Alternate Bid for Water Line Installation For a bid to be considered responsive all sections must be completed. Any combination of Base Bid and Alternate may be awarded for contract, however in no case will the Alternate only be awarded. The award of the contract will be based on the combination considered to be in the best interest of Galveston County.

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

State of Texas Tax Statement of Materials and other charges.

The cost of in-place materials to be incorporated into the project	$ 462,796.32
The cost of labor, profit, materials not in-place and all other charges	$ 308,530.88
TOTAL (Must agree with bid)	$ 771,327.20

Proposal - Page 1

BID NUMBER B111037

BID PROPOSAL

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

Hughes Road Reconstruction

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

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

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

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

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

BIDDER	Conrad Construction Co, LTD.
SIGNATURE	
PRINT NAME	Robert Barrow
TITLE	Vice President
ADDRESS	13408 Emmett
CITY, STATE	Houston, TX
ZIP	77041
TELEPHONE	(713) 937-3081
FAX NO	(713) 937-1172
DATE	7/21/11
TAX I D No	76-0095532

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD

BASE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	thirty thousand DOLLARS AND no CENTS	30,000 –	30,000. –
2	502	"BARRICADES, SIGNS, AND TRAFFIC HANDLING " USED FOR TRAFFIC CONTROL DURING CONSTRUCTION, AS SHOWN ON PLANS, COMPLETE	LS	1	one hundred ten thousand RB DOLLARS AND no CENTS	110,000 – RB	110,000 – RB
3	508	INSTALLATION AND REMOVAL OF TEMPORARY BASE AND ASPHALT SURFACING, COMPLETE	SY	366	fifty DOLLARS AND no CENTS	50 –	18,300 –
4		PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE	LS	1	two thousand DOLLARS AND no CENTS	2000 –	2000. –
5		UNION PACIFIC RAILROAD PERMITTING, INCLUDING RIGHT-OF-ENTRY APPLICATION FEE, ADMINSTRATIVE FEE, UP FLAGMAN WHILE WORKING IN RR R O W AND INSPECTION, COMPLETE	ALLOWANCE	1	SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS	$7,500 00	$7,500 00
6	560	INSTALLATION AND REMOVAL OF TEMPORARY MAILBOX ASSEMBLIES (MULTIPLE) WITH CRUSHED ROCK BASE TO REPLACE EXISTING MAILBOXES DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	forty two hundred DOLLARS AND no CENTS	4200 –	4200 –
7	560	REMOVE, STORE AND REINSTALL/REPLACE EXISTING MAILBOXES TO PRE-CONSTRUCTION LOCATION UPON COMPLETION OF CONSTRUCTION WORK, COMPLETE IN PLACE	LS	1	forty two hundred DOLLARS AND no CENTS	4200 –	4200 –

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
8	305	SALVAGING, HAULING AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT AND BASE (8-INCH), DISPOSAL SITE WILL BE 3120 DEATS ROAD, DICKINSON, TX, COMPLETE (ACTUAL QUANTITY)	SY	7,184	four DOLLARS AND fifty CENTS	4 50	32,328 —
9	105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT DRIVEWAYS, COMPLETE	LS	1	ten thousand DOLLARS AND no CENTS	10,000 —	10,000 —
10	110	EXCAVATION (SPECIAL) REMOVING AND DISPOSING OF ALL GRAVEL DRIVEWAYS, COMPLETE	LS	1	fifteen hundred DOLLARS AND no CENTS	1500. —	1500 —
11	104	REMOVING AND DISPOSING OF ALL CONCRETE DRIVEWAYS, COMPLETE	LS	1	three thousand DOLLARS AND no CENTS	3000 —	3000 —
12	496	REMOVING ALL STRUCTURES, REINFORCED CONCRETE PIPE, ALL DEPTHS, COMPLETE	LS	1	twelve thousand DOLLARS AND no CENTS	12,000 —	12,000 —
13	360,440	REINFORCED CONCRETE PAVEMENT (8-INCH), COMPLETE IN PLACE	SY	6,530	thirty six DOLLARS AND no CENTS	36 —	235,080 —
14	360,440	REINFORCED CONCRETE PAVEMENT (6-INCH) FOR DRIVEWAYS, INCLUDING COMPACTED SELECT FILL SUB-GRADE, COMPLETE IN PLACE	SY	1,187	forty seven DOLLARS AND no CENTS	47 —	55,789. —
15	260	LIME TREATMENT (6-INCH) CONCRETE PAVEMENT SUBGRADE, COMPLETE IN PLACE	SY	7,718	three DOLLARS AND no CENTS	3 —	23,154 —
16	260	HYDRATED LIME (DRY)(8% LIME BY DRY WEIGHT OF SOIL), COMPLETE IN PLACE	TON	120	one hundred fifty DOLLARS AND no CENTS	150 —	18,000 —
17	340	DENSE-GRADED HOT MIX ASPHALT (METHOD), (2-INCH), (TYPE-C), WITHIN UP RR ROW, COMPLETE IN PLACE	TON	2	five hundred DOLLARS AND no CENTS	500 —	1000 —

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
18	340	DENSE-GRADED HOT MIX ASPHALT(METHOD), (6-INCH BLACK BASE), (TYPE-B), WITHIN IN UP RR ROW, COMPLETE IN PLACE	TON	6	five hundred DOLLARS AND no CENTS	500 —	3000 —
19	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 4-INCH (SLD)(YELLOW), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	1,643	one DOLLARS AND thirty CENTS	1 30	2135 90
20	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 24-INCH (SLD)(WHITE), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	70	two DOLLARS AND thirty CENTS	2 30	161 —
21	666	REFLECTORIZED PAVEMENT MARKING, "RR XING" TYPE II, AS SHOWN ON PLANS, COMPLETE IN PLACE	EA	2	one hundred seventy five DOLLARS AND no CENTS	175 —	350 —
22	400,464	REINFORCED CONCRETE PIPE (24-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	28	seventy five DOLLARS AND no CENTS	75 —	2100. —
23	400,464	REINFORCED CONCRETE PIPE (ARCH) (18-INCH X 28-1/2-INCH), C-506, COMPLETE IN PLACE	LF	84	ninety five DOLLARS AND no CENTS	95 —	7980 —
24	400,464	REINFORCED CONCRETE PIPE (18-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	1,112	sixty five DOLLARS AND no CENTS	65 —	72,280 —
25	400,465	INLET (TYPE "A"), COMPLETE IN PLACE	EA	4	eighteen hundred DOLLARS AND no CENTS	1800 —	7200 —
26	400,465	INLET (TYPE "E"), COMPLETE IN PLACE	EA	1	two thousand DOLLARS AND no CENTS	2000 —	2000 —

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
27	760	DITCH CLEANING AND RESHAPING, INCLUDING DRAINAGE SWALES, AS SHOWN ON THE PLANS, COMPLETE IN PLACE	LF	2660	five DOLLARS AND no CENTS	5 —	13,300 —
28	506	TEMPORARY SEDIMENT CONTROL FENCE, AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	570	two DOLLARS AND no CENTS	2 —	1140 —
29	506	CONSTRUCTION EXIT (INSTALL), TYPE I, COMPLETE IN PLACE	SY	150	thirteen DOLLARS AND no CENTS	13 —	1950 —
30	506	CONSTRUCTION EXIT (REMOVE), TYPE I, COMPLETE	SY	150	eight DOLLARS AND no CENTS	8 —	1200 —
31	164	BROADCAST SEEDING (TEMP) WARM SEASON, AS SHOWN ON PLANS, COMPLETE	AC	12	six hundred DOLLARS AND no CENTS	600.—	7200 —
32	636,644	FURNISH AND INSTALL GROUND MOUNT "RXR" ALUMINUM SIGN (W10-1) 36 INCH DIAMETER, COMPLETE IN PLACE	EA	2	five hundred DOLLARS AND no CENTS	500 —	1000 —
TOTAL BASE BID							691,047.90 Rs

ALTERNATE BID

ITEM NO	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
33	02511 02514 02515	8-INCH WATER LINE, COMPLETE IN PLACE	LF	1947	sixty DOLLARS AND no CENTS	60 —	116,820 —
34	02511 02514 02515	6-INCH WATER LINE, COMPLETE IN PLACE	LF	54	fifty five DOLLARS AND no CENTS	55 —	2970 —
35	02521	6-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	4	one thousand DOLLARS AND no CENTS	1000 —	4000 —
36	02520	8-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	7	thirteen hundred fifty DOLLARS AND no CENTS	1350 —	9450 —
37	02520	FIRE HYDRANT ASSEMBLY, INCLUDING 6" GATE VALVE, COMPLETE IN PLACE	EA	1	four thousand DOLLARS AND no CENTS	4000 —	4000 —
38	02512	WATER TAP AND SERVICE LINE INSTALLATION, (SHORT SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	16	nine hundred DOLLARS AND no CENTS	900 —	14,400 —
39	02512	WATER TAP AND SERVICE LINE INSTALLATION, (LONG SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	10	eighteen hundred DOLLARS AND no CENTS	1800 —	18,000 —
40	02516	CUT, PLUG, AND ABANDONMENT OF EXISTING WATER LINE, COMPLETE	LS	1	eighteen thousand DOLLARS AND no CENTS	18,000 —	18,000 —
41	02513	WET CONNECTION (8-INCH), COMPLETE	EA	3	nine hundred fifty DOLLARS AND no CENTS	950 —	2850 —
TOTAL ALTERNATE							190,490 —

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD
BID SUMMARY

TOTAL – BASE BID	691,047 90 RB
TOTAL – ALTERNATE	190,490 –
TOTAL – BASE BID & ALTERNATE	881,537 90 RB

This Proposal consists of a Base Bid and an Alternate Bid for Water Line Installation For a bid to be considered responsive all sections must be completed. Any combination of Base Bid and Alternate may be awarded for contract, however in no case will the Alternate only be awarded The award of the contract will be based on the combination considered to be in the best interest of Galveston County.

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

State of Texas Tax Statement of Materials and other charges

base bid

The cost of in-place materials to be incorporated into the project $ 424,628 74 RS

The cost of labor, profit, materials not in-place and all other charges $ 266,419 16

TOTAL (Must agree with bid) $ 691,047 90 RB

DUPLICATE

BID NUMBER B111037

BID PROPOSAL

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

Hughes Road Reconstruction

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

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

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

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

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

BIDDER	AAA Asphalt Paving Inc.
SIGNATURE	Michael D Hoffman
PRINT NAME	Michael D. Hoffman
TITLE	President
ADDRESS	10526 Tanner Rd.
CITY, STATE	Houston, TX
ZIP	77041
TELEPHONE	713-896-7373
FAX NO	713-896-8889
DATE	July 21, 2011
TAX I D No	760451285-9

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD

BASE BID

ITEM NO	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	Twenty Eight Thousand DOLLARS AND no CENTS	28,000.00	28,000.00
2	502	"BARRICADES, SIGNS, AND TRAFFIC HANDLING " USED FOR TRAFFIC CONTROL DURING CONSTRUCTION, AS SHOWN ON PLANS, COMPLETE	LS	1	Eight Thousand Two Hundred DOLLARS AND no CENTS	8,200.00	8,200.00
3	508	INSTALLATION AND REMOVAL OF TEMPORARY BASE AND ASPHALT SURFACING, COMPLETE	SY	366	Thirty Six DOLLARS AND no CENTS	36.00	13,176.00
4		PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE	LS	1	Nine Hundred DOLLARS AND no CENTS	900.00	900.00
5		UNION PACIFIC RAILROAD PERMITTING, INCLUDING RIGHT-OF-ENTRY APPLICATION FEE, ADMINSTRATIVE FEE, UP FLAGMAN WHILE WORKING IN RR R O W. AND INSPECTION, COMPLETE	ALLOWANCE	1	SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS	$7,500 00	$7,500 00
6	560	INSTALLATION AND REMOVAL OF TEMPORARY MAILBOX ASSEMBLIES (MULTIPLE) WITH CRUSHED ROCK BASE TO REPLACE EXISTING MAILBOXES DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	Five Thousand DOLLARS AND no CENTS	5,000.00	5,000.00
7	560	REMOVE, STORE AND REINSTALL/REPLACE EXISTING MAILBOXES TO PRE-CONSTRUCTION LOCATION UPON COMPLETION OF CONSTRUCTION WORK, COMPLETE IN PLACE	LS	1	One Thousand Five Hundred DOLLARS AND no CENTS	1,500.00	1,500.00

ITEM NO.	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
8	305	SALVAGING, HAULING AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT AND BASE (8-INCH), DISPOSAL SITE WILL BE 3120 DEATS ROAD, DICKINSON, TX, COMPLETE (ACTUAL QUANTITY)	SY	7,184	Four DOLLARS AND no CENTS	4.00	28,740.00
9	105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT DRIVEWAYS, COMPLETE	LS	1	Five hundred Fifty DOLLARS AND no CENTS	550.00	550.00
10	110	EXCAVATION (SPECIAL) REMOVING AND DISPOSING OF ALL GRAVEL DRIVEWAYS, COMPLETE	LS	1	Nine hundred DOLLARS AND no CENTS	900.00	900.00
11	104	REMOVING AND DISPOSING OF ALL CONCRETE DRIVEWAYS, COMPLETE	LS	1	Five Thousand Two hundred DOLLARS AND no CENTS	5,200.00	5,200.00
12	496	REMOVING ALL STRUCTURES, REINFORCED CONCRETE PIPE, ALL DEPTHS, COMPLETE	LS	1	Six Thousand DOLLARS AND no CENTS	6,000.00	6,000.00
13	360,440	REINFORCED CONCRETE PAVEMENT (8-INCH), COMPLETE IN PLACE	SY	6,530	Thirty Seven DOLLARS AND Fifty CENTS	37.50	244,875.00
14	360,440	REINFORCED CONCRETE PAVEMENT (6-INCH) FOR DRIVEWAYS, INCLUDING COMPACTED SELECT FILL SUB-GRADE, COMPLETE IN PLACE	SY	1,187	Fifty Five DOLLARS AND no CENTS	55.00	65,285.00
15	260	LIME TREATMENT (6-INCH) CONCRETE PAVEMENT SUBGRADE, COMPLETE IN PLACE	SY	7,718	Three DOLLARS AND Fifty CENTS	3.50	27,013.00
16	260	HYDRATED LIME (DRY)(8% LIME BY DRY WEIGHT OF SOIL), COMPLETE IN PLACE	TON	120	One Hundred Forty Five DOLLARS AND no CENTS	145.00	17,400.00
17	340	DENSE-GRADED HOT MIX ASPHALT (METHOD), (2-INCH), (TYPE-C), WITHIN UP RR ROW, COMPLETE IN PLACE	TON	2	Four Hundred Fifty DOLLARS AND no CENTS	450.00	900.00

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
18	340	DENSE-GRADED HOT MIX ASPHALT(METHOD), (6-INCH BLACK BASE), (TYPE-B), WITHIN IN UP RR ROW, COMPLETE IN PLACE	TON	6	Three hundred DOLLARS AND no CENTS	300.00	1,800.00
19	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 4-INCH (SLD)(YELLOW), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	1,643	One DOLLARS AND Thirty CENTS	1.30	2,135.90
20	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 24-INCH (SLD)(WHITE), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	70	Two DOLLARS AND Thirty Five CENTS	2.35	164.50
21	666	REFLECTORIZED PAVEMENT MARKING, "RR XING" TYPE II, AS SHOWN ON PLANS, COMPLETE IN PLACE	EA	2	One Hundred Seventy Four DOLLARS AND no CENTS	174.00	348.00
22	400,464	REINFORCED CONCRETE PIPE (24-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	28	One Hundred DOLLARS AND no CENTS	100.00	2,800.00
23	400,464	REINFORCED CONCRETE PIPE (ARCH) (18-INCH X 28-1/2-INCH), C-506, COMPLETE IN PLACE	LF	84	One Hundred Fifty DOLLARS AND no CENTS	150.00	12,600.00
24	400,464	REINFORCED CONCRETE PIPE (18-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	1,112	Forty DOLLARS AND no CENTS	40.00	44,480.00
25	400,465	INLET (TYPE "A"), COMPLETE IN PLACE	EA	4	One Thousand Six Hundred Eighty DOLLARS AND no CENTS	1,680.00	6,720.00
26	400,465	INLET (TYPE "E"), COMPLETE IN PLACE	EA	1	Two Thousand DOLLARS AND no CENTS	2,000.00	2,000.00

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
27	760	DITCH CLEANING AND RESHAPING, INCLUDING DRAINAGE SWALES, AS SHOWN ON THE PLANS, COMPLETE IN PLACE	LF	2660	Ten DOLLARS AND no CENTS	10.00	26,600.00
28	506	TEMPORARY SEDIMENT CONTROL FENCE, AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	570	One Fifty DOLLARS AND CENTS	1.50	855.00
29	506	CONSTRUCTION EXIT (INSTALL), TYPE I, COMPLETE IN PLACE	SY	150	Ten DOLLARS AND no CENTS	10.00	1,500.00
30	506	CONSTRUCTION EXIT (REMOVE), TYPE I, COMPLETE	SY	150	Three DOLLARS AND no CENTS	3.00	450.00
31	164	BROADCAST SEEDING (TEMP) WARM SEASON, AS SHOWN ON PLANS, COMPLETE	AC	12	Six Hundred Fifty DOLLARS AND no CENTS	650.00	7,800.00
32	636,644	FURNISH AND INSTALL GROUND MOUNT "RXR" ALUMINUM SIGN (W10-1) 36 INCH DIAMETER, COMPLETE IN PLACE	EA	2	Four Hundred Eighty Five DOLLARS AND no CENTS	485.00	970.00
TOTAL BASE BID							$ 572,362.40

ALTERNATE BID

ITEM NO	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
33	02511 02514 02515	8-INCH WATER LINE, COMPLETE IN PLACE	LF	1947	Fifteen DOLLARS AND no CENTS	15.00	29,205.00
34	02511 02514 02515	6-INCH WATER LINE, COMPLETE IN PLACE	LF	54	Twelve DOLLARS AND no CENTS	12.00	648.00
35	02521	6-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	4	Eight Hundred Fifty DOLLARS AND no CENTS	850.00	3,400.00
36	02520	8-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	7	One Thousand One Hundred DOLLARS AND no CENTS	1,100.00	7,700.00
37	02520	FIRE HYDRANT ASSEMBLY, INCLUDING 6" GATE VALVE, COMPLETE IN PLACE	EA	1	Three Thousand DOLLARS AND no CENTS	3,000.00	3,000.00
38	02512	WATER TAP AND SERVICE LINE INSTALLATION, (SHORT SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	16	Eight Hundred Fifty DOLLARS AND no CENTS	850.00	13,600.00
39	02512	WATER TAP AND SERVICE LINE INSTALLATION, (LONG SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	10	One Thousand Three Hundred Fifty DOLLARS AND no CENTS	1,350.00	13,500.00
40	02516	CUT, PLUG, AND ABANDONMENT OF EXISTING WATER LINE, COMPLETE	LS	1	Two Thousand DOLLARS AND no CENTS	2,000.00	2,000.00
41	02513	WET CONNECTION (8-INCH), COMPLETE	EA	3	Eight Hundred Fifty DOLLARS AND no CENTS	850.00	2,550.00
TOTAL ALTERNATE							$ 75,603.00

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD
BID SUMMARY

TOTAL – BASE BID	$572,362.40
TOTAL – ALTERNATE	$75,603.00
TOTAL – BASE BID & ALTERNATE	$647,965.40

This Proposal consists of a Base Bid and an Alternate Bid for Water Line Installation. For a bid to be considered responsive all sections must be completed. Any combination of Base Bid and Alternate may be awarded for contract, however in no case will the Alternate only be awarded. The award of the contract will be based on the combination considered to be in the best interest of Galveston County.

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

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $ 277,770.00

The cost of labor, profit, materials not in-place and all other charges $ 370,195.40

TOTAL: (Must agree with bid) $ 647,965.40

BID NUMBER B111037

BID PROPOSAL

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

Hughes Road Reconstruction

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

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

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

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

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

BIDDER	Total Site, Inc.
SIGNATURE	Chris Jarman
PRINT NAME	Chris Jarman
TITLE	Vice President
ADDRESS	11228 East Hardy Road
CITY, STATE	Houston, TX
ZIP	77093
TELEPHONE	281.219.0663
FAX NO	281.219.0642
DATE	July 21, 2011
TAX I.D. No	74-1690143

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD

BASE BID

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	Twenty Seven Thousand DOLLARS AND Zero CENTS	27,000.00	27,000.00
2	502	"BARRICADES, SIGNS, AND TRAFFIC HANDLING " USED FOR TRAFFIC CONTROL DURING CONSTRUCTION, AS SHOWN ON PLANS, COMPLETE	LS	1	Four Thousand Nine Hundred DOLLARS AND Zero CENTS	4,900.00	4,900.00
3	508	INSTALLATION AND REMOVAL OF TEMPORARY BASE AND ASPHALT SURFACING, COMPLETE	SY	366	Forty DOLLARS AND Zero CENTS	40.00	14,640.00
4		PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE	LS	1	Seven Hundred Eighty DOLLARS AND Zero CENTS	780 00	780.00
5		UNION PACIFIC RAILROAD PERMITTING, INCLUDING RIGHT-OF-ENTRY APPLICATION FEE, ADMINSTRATIVE FEE, UP FLAGMAN WHILE WORKING IN RR R.O.W. AND INSPECTION, COMPLETE	ALLOWANCE	1	SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS	$7,500.00	$7,500.00
6	560	INSTALLATION AND REMOVAL OF TEMPORARY MAILBOX ASSEMBLIES (MULTIPLE) WITH CRUSHED ROCK BASE TO REPLACE EXISTING MAILBOXES DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	Three Thousand Four Hundred DOLLARS AND Zero CENTS	3,400.00	3,400.00
7	560	REMOVE, STORE AND REINSTALL/REPLACE EXISTING MAILBOXES TO PRE-CONSTRUCTION LOCATION UPON COMPLETION OF CONSTRUCTION WORK, COMPLETE IN PLACE	LS	1	Two Thousand Four Hundred DOLLARS AND Zero CENTS	2,400 00	2,400.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
8	305	SALVAGING, HAULING AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT AND BASE (8-INCH), DISPOSAL SITE WILL BE 3120 DEATS ROAD, DICKINSON, TX, COMPLETE (ACTUAL QUANTITY)	SY	7,184	Three DOLLARS AND Thirty CENTS	3.30	23,707.20
9	105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT DRIVEWAYS, COMPLETE	LS	1	Four Thousand Five Hundred DOLLARS AND Zero CENTS	4,500.00	4,500.00
10	110	EXCAVATION (SPECIAL) REMOVING AND DISPOSING OF ALL GRAVEL DRIVEWAYS, COMPLETE	LS	1	Two Thousand DOLLARS AND Zero CENTS	2,000.00	2,000.00
11	104	REMOVING AND DISPOSING OF ALL CONCRETE DRIVEWAYS, COMPLETE	LS	1	Six Thousand DOLLARS AND Zero CENTS	6,000.00	6,000.00
12	496	REMOVING ALL STRUCTURES, REINFORCED CONCRETE PIPE, ALL DEPTHS, COMPLETE	LS	1	Thirteen Thousand Six Hundred Fifty DOLLARS AND Zero CENTS	13,650.00	13,650.00
13	360,440	REINFORCED CONCRETE PAVEMENT (8-INCH), COMPLETE IN PLACE	SY	6,530	Thirty Three DOLLARS AND Eighty Five CENTS	33.85	221,040.50
14	360,440	REINFORCED CONCRETE PAVEMENT (6-INCH) FOR DRIVEWAYS, INCLUDING COMPACTED SELECT FILL SUB-GRADE, COMPLETE IN PLACE	SY	1,187	Fifty Five DOLLARS AND Fifty Five CENTS	55.55	65,937.85
15	260	LIME TREATMENT (6-INCH) CONCRETE PAVEMENT SUBGRADE, COMPLETE IN PLACE	SY	7,718	Four DOLLARS AND Seventy Five CENTS	4.75	36,660.50
16	260	HYDRATED LIME (DRY)(8% LIME BY DRY WEIGHT OF SOIL), COMPLETE IN PLACE	TON	120	One Hundred Forty Two DOLLARS AND Fifty CENTS	142.50	17,100.00
17	340	DENSE-GRADED HOT MIX ASPHALT (METHOD), (2-INCH), (TYPE-C), WITHIN UP RR ROW, COMPLETE IN PLACE	TON	2	One Thousand Four Hundred DOLLARS AND Zero CENTS	1,400.00	2,800.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
18	340	DENSE-GRADED HOT MIX ASPHALT(METHOD), (6-INCH BLACK BASE), (TYPE-B), WITHIN IN UP RR ROW, COMPLETE IN PLACE	TON	6	Five Hundred Twenty DOLLARS AND Zero CENTS	520.00	3,120.00
19	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 4-INCH (SLD)(YELLOW), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	1,643	One Dollar DOLLARS AND Fifteen CENTS	1 15	1,889.45
20	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 24-INCH (SLD)(WHITE), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	70	Two DOLLARS AND Ten CENTS	2 10	147 00
21	666	REFLECTORIZED PAVEMENT MARKING, "RR XING" TYPE II, AS SHOWN ON PLANS, COMPLETE IN PLACE	EA	2	One Hundred Sixty DOLLARS AND Zero CENTS	160.00	320.00
22	400,464	REINFORCED CONCRETE PIPE (24-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	28	Seventy One DOLLARS AND Zero CENTS	71.00	1,988.00
23	400,464	REINFORCED CONCRETE PIPE (ARCH) (18-INCH X 28-1/2-INCH), C-506, COMPLETE IN PLACE	LF	84	Eighty Four DOLLARS AND Twenty CENTS	84.20	7,072.80
24	400,464	REINFORCED CONCRETE PIPE (18-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	1,112	Fifty DOLLARS AND Twenty Five CENTS	50.25	55,878.00
25	400,465	INLET (TYPE "A"), COMPLETE IN PLACE	EA	4	One Thousand Nine Hundred DOLLARS AND Zero CENTS	1 900 00	7,600.00
26	400,465	INLET (TYPE "E"), COMPLETE IN PLACE	EA	1	Three Thousand Four Hundred DOLLARS AND Zero CENTS	3,400.00	3,400 00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
27	760	DITCH CLEANING AND RESHAPING, INCLUDING DRAINAGE SWALES, AS SHOWN ON THE PLANS, COMPLETE IN PLACE	LF	2660	Four DOLLARS AND Fifty CENTS	4.50	11,970.00
28	506	TEMPORARY SEDIMENT CONTROL FENCE, AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	570	One DOLLARS AND Twenty Five CENTS	1.25	712.50
29	506	CONSTRUCTION EXIT (INSTALL), TYPE I, COMPLETE IN PLACE	SY	150	Eleven DOLLARS AND Twenty Five CENTS	11.25	1,687.50
30	506	CONSTRUCTION EXIT (REMOVE), TYPE I, COMPLETE	SY	150	Three DOLLARS AND Sixty CENTS	3.60	540.00
31	164	BROADCAST SEEDING (TEMP) WARM SEASON, AS SHOWN ON PLANS, COMPLETE	AC	12	Five Hundred Twenty Five DOLLARS AND Zero CENTS	525.00	6,300.00
32	636,644	FURNISH AND INSTALL GROUND MOUNT "RXR" ALUMINUM SIGN (W10-1) 36 INCH DIAMETER, COMPLETE IN PLACE	EA	2	Four Hundred Forty Five DOLLARS AND Zero CENTS	445.00	890 00
TOTAL BASE BID							557,531.30

ALTERNATE BID

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
33	02511 02514 02515	8-INCH WATER LINE, COMPLETE IN PLACE	LF	1947	Twenty Eight DOLLARS AND Ninety CENTS	28.90	56,268.30
34	02511 02514 02515	6-INCH WATER LINE, COMPLETE IN PLACE	LF	54	Thirty Eight DOLLARS AND Eighty Five CENTS	38.85	2,097.90
35	02521	6-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	4	Seven Hundred DOLLARS AND Eighty CENTS	780.00	3,120.00
36	02520	8-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	7	One Thousand One Hundred Ninety Five DOLLARS AND Zero CENTS	1,195 00	8,365.00
37	02520	FIRE HYDRANT ASSEMBLY, INCLUDING 6" GATE VALVE, COMPLETE IN PLACE	EA	1	Two Thousand Five Hundred Fifty DOLLARS AND Zero CENTS	2,550.00	2,550.00
38	02512	WATER TAP AND SERVICE LINE INSTALLATION, (SHORT SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	16	Four Hundred Twenty DOLLARS AND Zero CENTS	420.00	6,720 00
39	02512	WATER TAP AND SERVICE LINE INSTALLATION, (LONG SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	10	Six Hundred Seventy Five DOLLARS AND Zero CENTS	675.00	6,750.00
40	02516	CUT, PLUG, AND ABANDONMENT OF EXISTING WATER LINE, COMPLETE	LS	1	Three Thousand Four Hundred DOLLARS AND Zero CENTS	3,400 00	3,400.00
41	02513	WET CONNECTION (8-INCH), COMPLETE	EA	3	One Thousand Four Hundred Fifty DOLLARS AND No CENTS	1,450 00	4,350 00
TOTAL ALTERNATE							93,621.20

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD
BID SUMMARY

TOTAL – BASE BID	557,531.30
TOTAL – ALTERNATE	93,621.20
TOTAL – BASE BID & ALTERNATE	651,152.50

This Proposal consists of a Base Bid and an Alternate Bid for Water Line Installation. For a bid to be considered responsive all sections must be completed. Any combination of Base Bid and Alternate may be awarded for contract, however in no case will the Alternate only be awarded. The award of the contract will be based on the combination considered to be in the best interest of Galveston County.

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

State of Texas Tax Statement of Materials and other charges.

The cost of in-place materials to be incorporated into the project	$ 282,755 30
The cost of labor, profit, materials not in-place and all other charges	$ 368,397.20
TOTAL: (Must agree with bid)	$ 651,152.50

THE COUNTY OF
GALVESTON
Office of the County Engineer
722 MOODY, 1st FLOOR
GALVESTON, TX 77550
(409) 770-5554 (409) 770-5549 (281) 316-8300
FAX (409) 770-5559

Transmittal

To: **Patricia Grady**

From: Mike Fitzgerald

Date: August 11, 2011

Re: Hughes Road Reconstruction Project

Cc: Dwight Sullivan

On August 2 the Commissioners' Court (agenda item no. 17a) awarded the above referenced project.

Please have the Judge sign and date all four contracts in the place indicated Please let me know when they are ready and we will pick them up and deliver them to the County Clerk for further handling.

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

HUGHES ROAD RECONSTRUCTION (FROM STATE HIGHWAY 3 TO HUMBLE CAMP ROAD)

OP ID LURO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/08/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hotchkiss Insurance Agency LLC
13105 NW Freeway, Suite 850
Houston, TX 77040-6312
Tye Justice, CIC

713-956-9800
713-956-0331

CONTACT NAME
PHONE (A/C, No, Ext) FAX (A/C, No)
E-MAIL ADDRESS
PRODUCER CUSTOMER ID # LUCAS-1

INSURED
RW Lucas Construction LLC
Lucas Construction Company Inc
551 Link Rd #C
League City, TX 77573-5429

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Allied Property & Casualty	42579
INSURER B Texas Mutual Insurance Co	22945
INSURER C	
INSURER D	
INSURER E	
INSURER F	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC	X		ACPGLPO7242694793	07/31/11	07/31/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			ACPBAPC7242694793	07/31/11	07/31/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			ACPCAD7242694793	07/31/11	07/31/12	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001182104	07/31/11	07/31/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater Special Inc Theft			ACPCIMP7242694793 $1000 DEDUCTIBE	07/31/11	07/31/12	Lease/Ren Sched Equ	400,000 4,231,995

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re Hughes Road Reconstruction Project from State Hwy 3 to Humble Camp Rd
Certificate holder is named Additional Insured in regards to General
Liability as required; by written contract

CERTIFICATE HOLDER

GALVES0

Galveston County, TX
722 Moody Ave; 5th Floor
Galveston, TX 77550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

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STATUTORY PERFORMANCE BOND
(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No 105647307	

KNOW ALL MEN BY THESE PRESENTS, that R W Lucas Construction, LLC, 551 C League City Parkway, League City, Texas 77573

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County

(hereinafter called the Obligee), as Obligee, in the amount of Five Hundred Ninety Nine Thousand Five Hundred and No/100

($599,500 00) dollars for the payment where of, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 2 day of Aug, 2011, to Bid No B111037 Hughes Road Reconstruction

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 2 day of Aug, 2011

R W Lucas Construction, LLC
(Principal)

By _____
RYAN LUCAS, PRES

Travelers Casualty and Surety Company of America

By _____
Kelly J Brooks, Attorney-in-Fact

HARTFORD, CONN.

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATUTORY PAYMENT BOND
(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No 105647307	

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(hereinafter called the Obligee), as Obligee, in the amount of Five Hundred Ninety Nine Thousand Five Hundred and No/100

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WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 2 day of Aug, 2011 , to Bid No B111037 Hughes Road Reconstruction

which contract is hereby referred to and made a part hereof and to the same extent 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 Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 2 day of Aug , 2011

R W Lucas Construction, LLC
(Principal)

By _____
RYAN LUCAS, PRES

Travelers Casualty and Surety Company of America

By _____
Kelly J Brooks, Attorney-in-Fact

MAITF . TO.
CONN.

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
Seaboard Surety Company
St Paul Fire and Marine Insurance Company
St Paul Guardian Insurance Company
St Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No 215018

Certificate No 001987326

KNOW ALL MEN BY THESE PRESENTS That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York that St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company and St Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa and that Fidelity and Guaranty Insurance Underwriters Inc is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make constitute and appoint

C A McClure, Kelly J Brooks, Kenneth L Meyer, and Michelle Ulery

of the City of Houston State of Texas their true and lawful Attorney(s)-in-Fact each in their separate capacity if more than one is named above, to sign execute, seal and acknowledge any and all bonds recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 27th day of September 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
Seaboard Surety Company
St Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss

By George W Thompson, Senior Vice President

On this the 27th day of September 2007, before me personally appeared George W Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters Inc Seaboard Surety Company, St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company, St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof, I hereunto set my hand and official seal
My Commission expires the 30th day of June 2011

Marie C. Tetreault
Marie C Tetreault Notary Public

58440-5-07 Printed in U S A

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company which resolutions are now in full force and effect reading as follows

RESOLVED that the Chairman the President any Vice Chairman any Executive Vice President, any Senior Vice President, any Vice President any Second Vice President the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary may appoint Attorneys in Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company s name and seal with the Company s seal bonds recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond recognizance or conditional undertaking and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her and it is

FURTHER RESOLVED that the Chairman the President any Vice Chairman any Executive Vice President any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary and it is

FURTHER RESOLVED that any bond recognizance contract of indemnity or writing obligatory in the nature of a bond, recognizance or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President any Vice Chairman any Executive Vice President any Senior Vice President or any Vice President any Second Vice President the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company s seal by a Secretary or Assistant Secretary or (b) duly executed (under seal if required) by one or more Attorneys-in Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority and it is

FURTHER RESOLVED that the signature of each of the following officers President any Executive Vice President any Senior Vice President any Vice President any Assistant Vice President any Secretary any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents Resident Assistant Secretaries or Attorneys in Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached

I, Kori M Johnson the undersigned Assistant Secretary of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters Inc Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seals of said Companies this 2 day of Aug 11 20

Kori M Johanson Assistant Secretary

To verify the authenticity of this Power of Attorney call 1-800-421-3880 or contact us at www travelersbond com Please refer to the Attorney-In Fact number the above named individuals and the details of the bond to which the power is attached

Travelers

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3000
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at

Texas Department of Insurance
P.O Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53 202, Property Code, effective September 1, 2001.

CobbFendley

ADDENDUM NO 1
DATED JULY 18, 2011

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE HUGHES ROAD RECONSTRUCTION (FROM STATE HIGHWAY 3 TO HUMBLE CAMP ROAD)

GALVESTON COUNTY BID NO B111037

The attention of all prospective Bidders is directed to the following modifications to Drawings, Specifications, and Contract Documents for the above-referenced project The information contained in this Addendum supersedes information contained in the Drawings, Specifications, and Contract Documents to the extent indicated All information contained in the Drawings, Specifications, and Contract Documents remains in full force and effect unless specifically modified herein

CLARIFICATIONS

This section is intended to clarify or provide additional information and does not supersede the Contract Documents, Technical Specifications, and Construction Plans

1) A geotechnical investigation was performed for the proposed project by HTS, Inc Consultants Houston, Texas, titled "Geotechnical Investigation Proposed Reconstruction of 0 4 Mile portion of Hughes Road from State Highway 3 to Humble Camp Road Dickinson, Texas" The report has been included with Addendum No 1 for ***reference only***

Direct any questions concerning this Addendum to Cobb, Fendley, and Associates to either Mr Brad Matlock at (281) 334-2935

END OF ADDENDUM NO 1

APPROVED FOR ISSUE _____
By Cobb, Fendley, and Associates, Inc

END OF DOCUMENT

STATE OF TEXAS
BRAD S MATLOCK
102246
LICENSED
PROFESSIONAL ENGINEER

REPORT
GEOTECHNICAL INVESTIGATION
PROPOSED RECONSTRUCTION OF
0.4-MILE PORTION OF HUGHES ROAD
FROM STATE HIGHWAY 3 TO
HUMBLE CAMP ROAD
DICKINSON, TEXAS

PREPARED FOR:

Cobb, Fendley & Associates, Inc.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

PREPARED BY:

HTS, Inc. Consultants
416 Pickering Street
Houston, Texas 77091-3312

HTS Project No.: 10-S-127

March 31, 2010

HTS, INC. Consultants

HTS, Inc Consultants
416 Pickering Street Houston, TX 77091
www.htshouston.com

Phone 713 692 8373
Fax 713 692 8502
Toll Free 1 800 692 TEST

Excellence in Engineering Consulting Testing and Inspection

HTS, INC. Consultants

March 31, 2010

Cobb, Fendley & Associates, Inc
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

Attn Mr Dale Conger, P E

Re Report
Geotechnical Investigation
Proposed Reconstruction of 0 4-Mile Portion of Hughes Road
from State Highway 3 to Humble Camp Road
Dickinson, Texas

HTS Project No 10-S-127

Dear Mr. Conger,

HTS, Inc Consultants is pleased to transmit our report of the geotechnical engineering study for the above referenced project. This report includes the results of field and laboratory testing and geotechnical recommendations pertaining to the proposed roadway improvements

We appreciate the opportunity to perform this geotechnical engineering study and look forward to continued participation during the design and construction phases of this project. If you have any questions pertaining to this report or if we may be of further service, please contact me at your convenience

Respectfully submitted,
HTS, Inc Consultants

Bonifacio F. Musngi, Jr , P E
Senior Project Engineer

STATE OF TEXAS
BONIFACIO F. MUSNGI JR
90666
LICENSED
PROFESSIONAL ENGINEER
03/31/10

HTS, Inc Consultants
F-3478

BFM/cg
h word/2010/100-149/10-127

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TABLE

Table 1 Summary of Laboratory Tests

FIGURES

Figure 1 Vicinity Map

Figure 2 Boring Locations (Boring Nos 1 through 4)

APPENDICES

Appendix A – Boring Logs (Boring Nos. 1 through 4)

HTS, INC. Consultants

REPORT
GEOTECHNICAL INVESTIGATION
PROPOSED RECONSTRUCTION OF
0.4-MILE PORTION OF HUGHES ROAD
FROM STATE HIGHWAY 3 TO HUMBLE CAMP ROAD
DICKINSON, TEXAS

1.0 INTRODUCTION AND SUMMARY

1.1 Introduction

This report presents the primary findings, conclusions, and recommendations of the geotechnical investigation pertaining to the design and construction of the proposed improvement for a 0.4-mile portion of Hughes Road from State Highway 3 to Humble Camp Road in Dickinson, Texas. The area of the proposed roadway improvement is shown in Figures 1 and 2

This geotechnical investigation was performed by HTS, Inc. Consultants (HTS) for Cobb, Fendley & Associates, Inc (CFA) in accordance with HTS Proposal No CFA-2654 dated July 10, 2009 and a Notice to Proceed letter dated February 8, 2010 signed by Mr. Brad Matlock, P E

The scope of work for this geotechnical investigation consisted of the following items

- Core the existing roadway at 4 locations to verify the thickness of the existing roadway pavement and allow for subsurface sampling below the roadway
- Drill a total of 4 geotechnical borings to a depth of 15 feet beneath the pavement surface at locations provided by the client as shown on Figure 2
- Perform field tests using the Texas Cone Penetrometer (TCP) testing procedures and recover both disturbed and relatively undisturbed soil samples
- Measure the depth to groundwater in the borings during drilling and immediately after the completion of drilling
- Measure the depth to groundwater during drilling and within about 10 minutes after the completion of the drilling operations, as applicable
- Backfill the borings cement grout after the completion of the drilling activities
- Perform geotechnical laboratory tests on soil samples recovered during drilling in order to determine the engineering properties of the site subsurface soils Laboratory testing included liquid limit tests, plastic limit tests, moisture content tests, percent soil finer than the No 200 sieve tests, dry density tests, and unconfined compression tests Laboratory tests were performed in accordance with

applicable Texas Department of Transportation (TxDOT) test procedures and methods Soil classifications were performed in accordance with the guidelines and procedures of ASTM D 2487 and ASTM D 2488

- Analyze the laboratory test data to define the engineering characteristics of each soil type.
- Characterize the site subsoil and groundwater conditions and provide the results on the boring logs.
- Perform pavement design analyses for the proposed roadway and determine the required thickness of concrete pavement in accordance with the guidelines and recommendations of AASHTO and TxDOT
- Develop/provide recommendations concerning site preparation requirements for pavement subgrade soils
- Submit 5 copies of the geotechnical investigation report.

1.2 Description of Existing Site Conditions and Proposed Project

The proposed project consists of an improvement to a 0 40-mile portion of Hughes Road from State Highway 3 to Humble Camp Road in Dickinson, Texas The existing roadway portion is a bi-directional, 2-lane asphalt roadway with unlined open ditches on both sides of the roadway The proposed improvement is the replacement of the existing asphalt roadway with a concrete pavement. No underground utilities improvements are planned for the proposed project

1.3 Summary of Findings

The pertinent findings of this geotechnical investigation that pertains to the proposed roadway improvements are provided below

1.3.1 Subsurface Pavement and Subsoil Conditions

The subsurface pavement and subsoil conditions at the location of the proposed roadway improvement are described by the laboratory test results presented in Table 1 and on the boring logs (Boring Nos. 1 through 4) presented in the Appendix

Data from the 4 geotechnical borings drilled along the route of the roadway portion for improvement suggest that the upper 15 feet of the pavement and overburden soils are composed of 5 separate layers as described below:

Layer	Depth* (ft)	Soil Description
I	0 – 0 9	2 0 to 2 5 inches of asphalt pavement underlain by 5 0 to 8 5 inches of base material
II	0 6 – 8 0	Dark gray, gray, and light gray FAT CLAY (CH), soft to stiff, with ferrous nodules, calcareous nodules, and sand pockets
III	5 0 – 12 0	Light gray and tan LEAN CLAY (CL) and SANDY SILTY CLAY (CL-ML), soft to stiff, with ferrous nodules, calcareous nodules, and silt pockets
IV-a	10 0 – 15 0	Light gray and tan SILTY CLAYEY SAND (SC-SM), loose (encountered in Boring No 4 only)
IV-b	12 0 – 15 0	Light gray, tan, and reddish brown FAT CLAY (CH), soft to stiff, with calcareous nodules and silt pockets (not encountered in Boring No 4)

* Measured below ground surface

Laboratory testing was performed on selected samples of the subsurface materials obtained to classify the soils in accordance with ASTM D 2487 and to define the engineering properties of the soils Portions of the test results indicating the high and low values of specific testing are provided in the table below

Layer	Depth (ft)	Liquid Limit (%)		Plasticity Index (%)		Moisture Content (%)		Passing No 200 Sieve (%)		Unconfined Compressive Strength (tsf)	
		High	Low	High	Low	High	Low	High	Low	High	Low
II	0 6 – 8 0	66	50	40	31	40 1	22 4	96 9	85 6	1 7	0 7
III	5 0 – 12 0	40	22	24	5	21 6	18.5	86 5	65 7	1 7	1 6
IV-a	10 0 – 15 0	24		7		23 9		49 3		-	

-- No sample was tested

1.3.2 Groundwater Conditions

The presence of groundwater in each boring drilled was determined during drilling and immediately after the completion of drilling Groundwater information in the locations of Boring Nos 1 through 4 are shown on the borings logs and is provided below

BORING NO	TOTAL DEPTH OF BORING (FT)	DEPTH TO WATER DURING DRILLING (FT)	DEPTH TO WATER AFTER THE COMPLETION OF DRILLING (FT)	DEPTH TO OBSTRUCTION AFTER THE COMPLETION OF DRILLING (FT)
1	15	Dry	Dry	14 8
2	15	Dry	Dry	14 6
3	15	Dry	Dry	14 5
4	15	11 0	7 6	10 9

Note Depths are referenced from the existing ground surface elevation at the time the borings were drilled

1.4 Summary of Recommendations

The recommendations, as summarized below, are provided for use in the design and construction of the proposed improvements for a 0 4-mile portion of Hughes Road from State Highway 3 to Humble Camp Road in Dickinson, Texas.

1.4.1 Pavement Subgrade Soil Preparation and Stabilization Requirements

Based on the results of our field investigation and the results of the laboratory tests, the surficial soils consisted of primarily of high plasticity fat clays To reduce the plasticity and shrink-swell potential of the surficial soils and provide a stable foundation to the proposed pavement, it is recommended that a minimum of 6 inches of the pavement subgrade soils be stabilized. It is recommended that roadway subgrade soils be prepared and stabilized as described below

- Establish site drainage in order to preclude the inundation of the site area with storm water or the lateral seepage of water into the pavement subgrade soils.

- Strip and remove the existing asphalt pavement and base materials

- Proofroll the exposed subgrade soil with a 15-ton roller or equivalent equipment and observe the subgrade soil during proofrolling so as to detect any wet, soft, or pumping soils. Wet, soft, or pumping soils should be treated with suitable drying or stabilizing agents or the unsuitable soils should be removed and replaced with properly compacted suitable earth fill or select fill material.

- Compact the exposed subgrade soil to an in-place dry density equal to at least 95% of the maximum standard dry density (ASTM D 698 or TEX-118-E) at a moisture content within ± 2% of the optimum moisture content If it is necessary to place fill to bring the pavement subgrade soil

to the desired grade elevation, suitable earth fill or select fill may be used as fill Suitable earth fill may consist of the on-site excavated clay soils or off-site clay soils that possess similar properties as the on-site clay soils and are free of organics and deleterious substances Select fill should consist of a clayey sand or inactive lean clay with a maximum liquid limit of 35 and a plasticity index range of 8 to 20 The suitable earth fill and/or select fill should be placed in 8-inch thick loose lifts and compacted to an in-place dry density equal to at least 95% of the maximum standard dry density (ASTM D 698 or TEX-118-E) at a moisture content within ± 2% of the optimum moisture content

- After the exposed subgrade soils have been compacted to an in-place dry density equal to at least 95% of the maximum standard dry density (ASTM D 698 or TEX-118-E) and any required fill material placed/compacted, stabilize the upper 6 inches of the pavement subgrade soils

- Stabilize the upper 6 inches of the pavement subgrade soils with 8% lime by dry weight of soil or 36 pounds of lime per square yard of surface area for a depth of 6 inches The blended soil-lime mixture should be compacted to an in-place dry density equal to at least 95% of the maximum standard dry density (ASTM D 698 or TEX-118-E) Stabilization procedures should be performed in accordance with Item 260 entitled "Lime Treatment (Road Mixed)" of the Texas Department of Transportation (TxDOT) "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" dated June 1, 2004

The required quantity of lime for use in stabilization as provided above are estimated value only The actual quantity of lime should be based upon tests performed on the subgrade soils at the time of construction

The construction contractor may encounter difficulty in densifying and preparing the surficial soils depending upon weather conditions. If inclement weather causes the surficial soils to become unsuitably wet, the construction contractor should

- adequately dry the surficial soils by discing the soils,

- adequately dry the surficial soils by blending a stabilizing agent (lime or fly ash) with the unsuitably wet soils,

- remove the unsuitably wet soils and replace them with suitable earth fill or select fill having an acceptable moisture content, or

- stabilize the pavement subgrade soils to a depth of 12 inches rather than to a depth of 8 inches.

1.4.2 Proposed Pavement Section

The rigid pavement section for the proposed improvements should consist of the following recommended thicknesses

RIGID PAVEMENT	
Material	Minimum Thickness, Inches
Reinforced Concrete Pavement	6 0
Lime Stabilized and Compacted Subgrade	6 0

Pavement subgrade soil preparation should comply with the recommendations provided in Section 1 4 1 of this report. Pavement design parameters and assumptions are discussed in Section 5.1 of this report

All related civil design factors such as drainage, cross-sectional configurations, surface elevations, and environmental factors that will significantly affect the service life of the pavement should be included in the preparation of the construction drawings and specifications

1.4.3 Reinforcements for Concrete Pavement

Reinforcements for the proposed concrete pavement may be obtained by using the recommendations provided below

Longitudinal and Transverse Reinforcement – Reinforcement for longitudinal and transverse reinforcement steel may be calculated from the following formula.

$$P_s = \frac{F * L * W}{2 * f_s}$$

where

P_s = required cross-sectional area of steel, in^2 per foot width slab
F = coefficient of resistance between slab and subgrade (= 1 8 for lime stabilized subgrade)
L = expansion joint spacing, ft

W = weight of pavement per foot width slab, psf
f_s = working stress of steel (use 75% of yield strength)

Reinforcement Spacing – Reinforcement spacing may be calculated from the following formula

$$Y = \frac{A_s * 100}{P_s * D}$$

where,

A_s = cross-sectional area of rebar, in^2
P_s = required cross-sectional area of steel, in^2 per foot width slab
D = slab thickness, in

2.0 FIELD INVESTIGATION

For the geotechnical investigation, 4 geotechnical borings (Boring Nos 1 through 4) were drilled and sampled on February 23, 2010 at the locations shown in Figure 2 The boring locations, as shown in Figure 2, were selected by the client and located/staked in the field by HTS. Prior to the soil sampling activities, the existing asphalt pavement was cored in order to determine thicknesses of the pavement material at the boring locations Coring was performed by HTS using a portable coring rig Drilling, sampling, and testing were performed in accordance with applicable ASTM and TxDOT procedures by using a truck-mounted drill rig and conventional auger drilling methods J H Drilling Company performed the drilling under contract to HTS and under the supervision of an HTS geotechnical engineering technician

Soil sampling during the drilling of the geotechnical borings consisted of continuous sampling to a depth of 15 feet with both relatively undisturbed samples and disturbed samples being obtained

Relatively undisturbed samples were obtained by hydraulically forcing sections of 3-inch O D. tubing (Shelby tube) into the subsoils. The tube samples were extruded in the field, sealed with foil, and placed into airtight plastic bags. Estimates of the unconfined compressive strengths of the cohesive soils were obtained with pocket penetrometer readings being taken on the tube samples.

The Texas Cone Penetrometer (TCP) test was used intermittently and at a minimum of every 5-foot interval The TCP test results in a blow count that is defined as the number of TCP hammer blows required to advance a 3-inch diameter metal cone 1 foot (2, 6-inch intervals) into the soil One TCP hammer blow consists of a 170-pound hammer free falling for a distance of 24 inches The results of the TCP tests provide a basis for estimating the relative strength and compressibility of the soil profile components

A disturbed soil sample was recovered from a continuous flight auger and placed into airtight plastic bags

All samples were transported to HTS' laboratory for purposes of performing laboratory tests on selected samples.

3.0 LABORATORY TESTING

A laboratory testing program was conducted to obtain engineering properties for use in performing engineering analyses and to adjust field soil classifications The following laboratory tests, as applicable, were performed

LABORATORY TEST	TEST STANDARD
Moisture Content of Soils	TEX-103-E
Percent Soil Particles Passing a No 200 Sieve	TEX-111-E
Liquid Limit of Soils	TEX-104-E
Plastic Limit of Soils	TEX-105-E
Plasticity Index of Soils	TEX-106-E
Dry Density of Soils	TEX-118-E
Unconfined Compressive Strength of Cohesive Soils	TEX-118-E

The number of tests and the test results are presented in the attached Table 1 and the boring logs in Appendix A. All tests were performed in accordance with applicable TxDOT procedures and methods and soil classifications were completed in accordance with the procedures and guidelines of ASTM D 2487 and ASTM D 2488.

4.0 SUBSURFACE CONDITIONS

4.1 Subsoils

The subsurface soil conditions as determined from the drilling of the geotechnical borings are provided in Section 1 3 1 of this report and the boring logs in the Appendix

The boring logs were prepared by using both field visual classifications and the results of laboratory testing The stratification lines shown on the boring logs and in the soil profiles represent the approximate boundaries between soil types and the transitions between soil types may be gradual

4.2 Groundwater

Groundwater conditions are described in Section 1 3 2 of this report and on the boring logs provided in the Appendix The depth to groundwater was obtained by observing the drilling operations and the free moisture contained in the samples recovered during drilling and obtaining water level measurements in the borings during drilling and after the completion of the drilling of each boring

It is possible that seasonal variations will cause fluctuations in the water levels measured at the time of our field investigation We recommend that the contractor determine the ground water level at the site at the time of construction in order to determine the impact, if any, of the ground water to the construction activities It should be noted that recommendations contained in this report are based on ground water depths at the time of this geotechnical investigation and that an accurate determination of the true ground water levels may require several days or even months of observations

5.0 ENGINEERING ANALYSES

Engineering analyses were performed in order to determine data and parameters that may be used for the design and construction of the proposed improvements for a 0 4-mile portion of Hughes Road from State Highway 3 to Humble Camp Road in Dickinson, Texas. Analyses performed included.

- pavement design analyses for rigid pavement for the proposed roadway improvement, and
- analyses to determine pavement subgrade soil stabilization requirements pertaining to the proposed roadway improvement

5.1 Pavement Analyses and Design

Pavement design analyses were performed in accordance with the American Association of State Highway and Transportation Officials (AASHTO) "Guide for Design of Pavement Structures" dated 1993 The AASHTO "Low-Volume Road Design" Method was used for the pavement design

Concrete pavement design recommendations provided in Section 1 4 2 of this report are based upon the following parameters

TERMS	INPUT	REFERENCE
U S Climatic Region Category	Region I	AASHTO 1993 Guide Sec 4 1, Pg II-70, Fig 4 1
Relative Quality of Roadbed Soil	Fair	AASHTO 1993 Guide Sec 4 1 1, Pg II-71, Table 4 2

TERMS	INPUT	REFERENCE
Level of Reliability, (R)	95%	AASHTO 1993 Guide Sec 4 2 1, Pg II-77
Effective Modulus of Subgrade Reaction (k)	83 8 pci *	AASHTO 1993 Guide Sec 4 2 2, Pg II-81
Overall Standard Deviation (S_o)	0 35	AASHTO 1993 Guide Sec 4 2 1, Pg II-77
Initial Serviceability Index (p_o)	4 5	AASHTO 1993 Guide Sec 2 2 1, Pg II-10
Terminal Serviceability (p_t)	2 0	AASHTO 1993 Guide Sec 2 2 1, Pg II-10
Drainage Coefficient (Cd)	1 0	AASHTO 1993 Guide Sec 2 4 1, Pg II-25, Table 2 5
Load Transfer Coefficient (J)	3 2	AASHTO 1993 Guide Sec 2 4 2, Pg II-26
28-day Concrete Flexural Strength (S'_c)	550 psi	AASHTO 1993 Guide Sec 2 3 4, Pg II-16

* Based on a resilient modulus of 30,000 psi for the lime stabilized subgrade, subgrade resilient modulus of 4,500 psi for fair relative quality of roadbed soil for Region I, and a loss of support (LS) of 1

No traffic count data was available to be used for the pavement design analyses at the time of this investigation The proposed roadway is a bi-directional, 2-lane roadway that is typically designed using an 18-kip equivalent single axle load (ESAL) application of about 100,000 over a design service life period of 30 years. Once traffic counts and traffic distribution/mixture are available and provided by the client, we will perform a re-evaluation of our pavement analyses, if required by the client.

5.2 Pavement Subgrade Soil Stabilization Analyses

Subgrade soil stabilization requirements for the proposed pavements were developed based upon the results of laboratory testing (Atterberg Limits, moisture content, percent soil particles passing a No 200 sieve, and unit weight determinations). These requirements should be verified based on laboratory tests performed as part of the construction quality control program

6.0 CONSTRUCTION CONSIDERATIONS

The recommendations provided below should be followed with regard to the construction of the proposed improvements for a 0 4-mile portion of Hughes Road from State Highway 3 to Humble Camp Road in Dickinson, Texas

6.1 Construction

- Fill material and fill compaction should comply with the recommendations provided in Section 1 4 of this report

- Construction operations should be monitored by a qualified representative of the soil engineer

- Materials testing should be performed to assure that acceptable materials and construction methods are provided by the contractor

6.2 Drainage for Pavements

Drainage is an important structural characteristic which affects the predicted performance of a pavement system A value of 1.0 for C_d was used as an input parameter for the present study A value of 1 0 for C_d corresponds to 'Good Drainage' AASHTO defines 'Good Drainage' as "the ability to remove water from the pavement within 1 day" Therefore, "proper drainage maintenance" is necessary to ensure continued 'Good Drainage' and minimize the inundation and weakening of the subgrade soils under the proposed pavements associated with the project

7.0 CLOSING REMARKS

HTS, Inc Consultants has performed a geotechnical investigation pertaining to the design and construction of the proposed improvements proposed improvements for a 0 4-mile portion of Hughes Road from State Highway 3 to Humble Camp Road in Dickinson, Texas This report has been prepared for the exclusive use of Cobb, Fendley and Associates, Inc in accordance with generally accepted soil and foundation engineering practices No other warranty, expressed or implied, is made

In the event that changes are made in the nature, design, or location of the proposed improvements, the conclusions, data, and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the findings and recommendations of this report are modified or verified in writing The analyses and recommendations presented in this report are based upon data obtained from 4 geotechnical borings that were drilled on February 23, 2010 The nature and extent of variations within the subsurface materials may not become evident until after construction is initiated If significant variations in the subsurface materials are encountered during construction, it may be necessary to re-evaluate the recommendations provided in this report

We appreciate the opportunity to be of service to Cobb, Fendley and Associates, Inc If we can answer any questions concerning the contents of this draft report, or be of further service, please do not hesitate to contact us at your convenience.

TABLE

HTS, INC.
Consultants

TABLE 1

LABORATORY TEST SUMMARY

PROJECT: Proposed Reconstruction of 0 4-Mile Portion of Hughes Road from State Highway 3 to Humble Camp Road

LOCATION: Dickinson, Texas

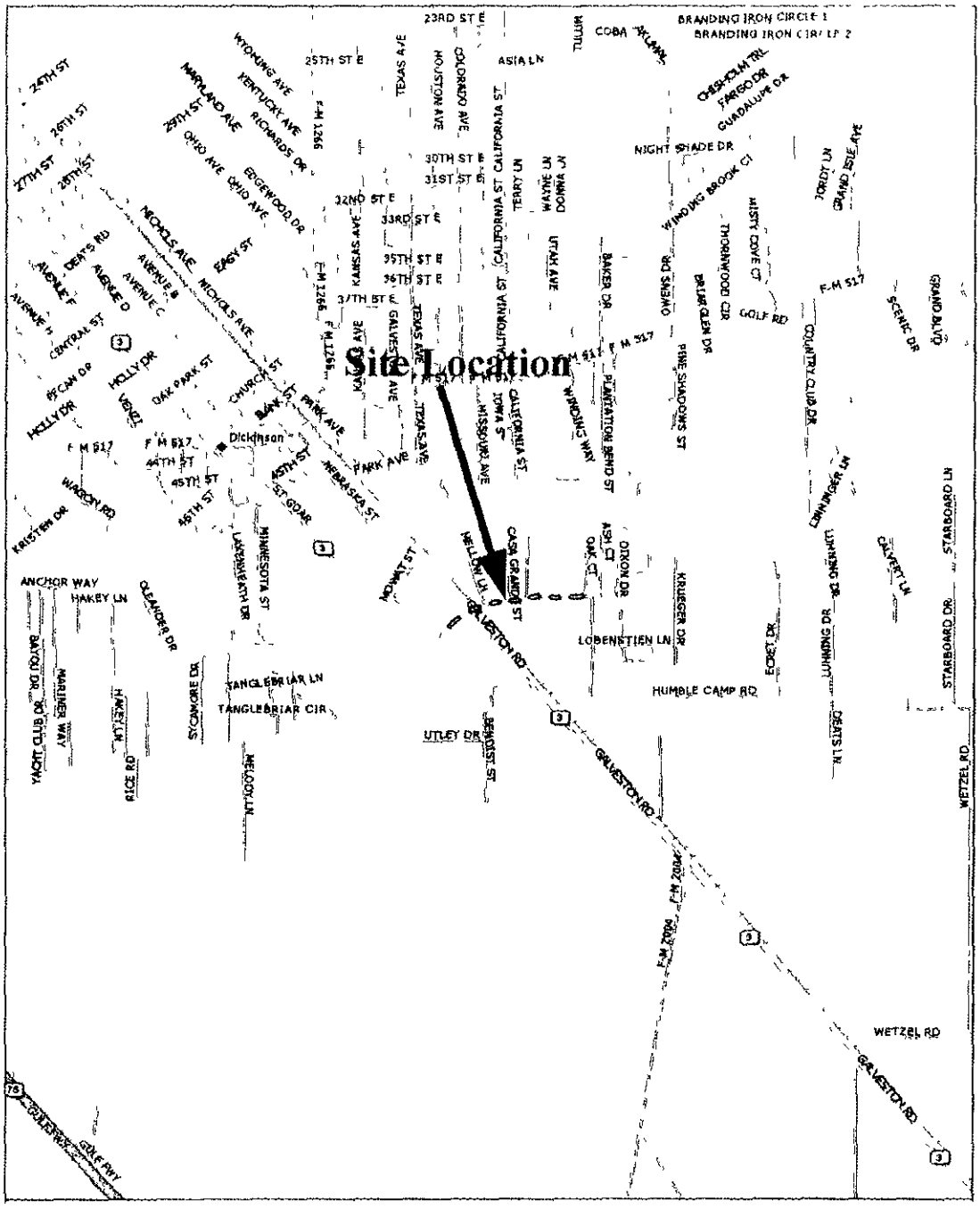
CLIENT: Cobb, Fendley & Associates, Inc.

HTS PROJECT NO 10-S-127

Boring No	Sample Depth (feet)	Type of Material	Moisture Content (%)	Dry Density (pcf)	Atterberg Limits (%)			-200 Sieve (%)	Unconfined Compressive Strength (tsf)	Strain (%)	Lateral Pressure (psi)	Remarks
					LL	PL	PI					
1	2-4	Fat Clay (CH)	33 4	89 5	65	25	40	94 4	1 2 (1)	3.6	0	(1) Sample failed along slickensides
	12-14	Fat Clay (CH)	40.1	85 8	66	26	40	96 9	0.7 (1)	5.5	0	(2) Sample failed along sand fissures.
												(3) Sample bulged at failure
2	0 7-2	Fat Clay (CH)	23.1		51	19	32	85 6				
	5-7	Lean Clay (CL)	21 6	106.8	40	16	24	86.5	1 6 (2)	9.3	0	
3	0.6-2	Fat Clay (CH)	24.8		50	19	31	86.8				
	5-7	Fat Clay (CH)	23.4	106 4	52	20	32	86 9	1 7 (3)	15 0	0	
	7-8	Fat Clay (CH)	22 4	106.3	54	20	34		1 7 (3)	10.0	0	
4	7-8 5	Sandy Silty Clay (CL-ML)	18 5	113.8	22	17	5	65.7	1 7 (2)	5 6	0	
	10-12	Silty Clayey Sand (SC)	23 9		24	17	7	49.3				

HTS, INC. Consultants

FIGURES



HTS, Inc. Consultants		
Proposed Reconstruction of 0.4-Mile Portion of Hughes Road From State Highway 3 to Humble Camp Road Dickinson, Texas		
VICINITY LOCATION		
3/30/2010	HTS Project No. 10-S-127	Figure 1

LEGEND

Boring Locations

HTS, Inc. Consultants			
Proposed Reconstruction of 0.4-Mile Portion of Hughes Road From State Highway 3 to Humble Camp Road Bellaire, Texas			
DRAWN BY IAT	DATE 3-30-10	SCALE	
CHECKED BY BFM	DATE 3-30-10	NTS	
HTS PROJECT NO 10-S-127		FIGURE	
Boring Locations		2	

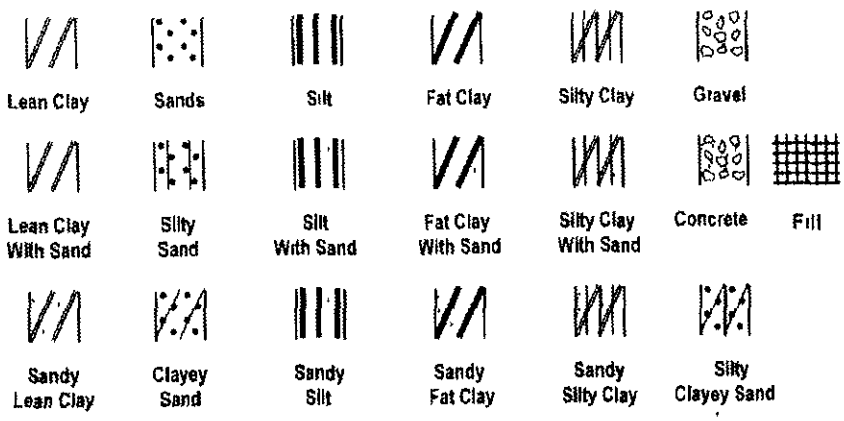
APPENDIX A
BORING LOGS

(Boring Nos. 1 through 4)

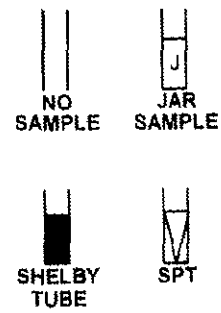
HTS, INC.
Consultants

TERMS AND SYMBOLS USED ON LOGS

SOIL TYPE



SAMPLER TYPE



SPT DENSITY

Very Loose	< 4 bpf
Loose	5-10 bpf
Med Dense	11-30 bpf
Dense	31-50 bpf
Very Dense	> 50 bpf

bpf = blows/foot

GROUND WATER DATA

▼ WATER LEVEL AFTER 48 HOURS

▽ WATER LEVEL DURING DRILLING

UNIFIED SOIL CLASSIFICATION SYSTEM - ASTM D 2487

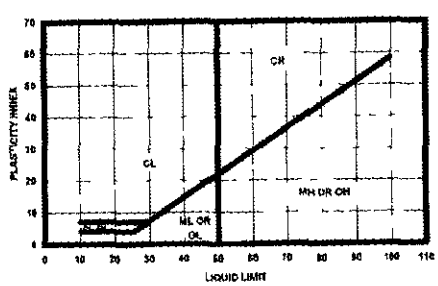
MAJOR DIVISIONS			LETTER SYMBOL	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS LESS THAN 50% PASSING NO. 200 SIEVE	GRAVEL & GRAVELY SOILS LESS THAN 50% PASSING NO. 4 SIEVE	CLEAN GRAVEL (LITTLE OR NO FINES)	GW	WELL GRADED GRAVEL, GRAVEL SAND MIXTURES WITH LITTLE OR NO FINES
			GP	POORLY GRADED GRAVEL, GRAVEL SAND MIXTURES WITH LITTLE OR NO FINES
		W/ APPRECIABLE FINES	GM	SILTY GRAVEL, GRAVEL-SAND-SILT MIXTURES
			GC	CLAYEY GRAVELS, GRAVEL-SAND CLAY MIXTURES
	SANDS MORE THAN 50% PASSING NO 4 SIEVE	CLEAN SANDS LITTLE FINES	SW	WELL GRADED SAND, GRAVELY SAND (LITTLE FINES)
			SP	POORLY GRADED SANDS, GRAVELY SAND (L.FINES)
		SANDS WITH APPRECIABLE FINES	SM	SILTY SANDS, SAND-SILT MIXTURES
			SC	CLAYEY SANDS,SAND-CLAY MIXTURES
FINE GRAINED SOILS LESS THAN 50% PASSING NO 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS & VERY FINE SANDS,ROCK FLOUR SILTY OR CLAYEY FINE SANDS OR CLAYEY SILT W/ LOW PI
			CL	INORGANIC CLAY OF LOW TO MEDIUM PI LEAN CLAY GRAVELY CLAYS, SANDY CLAYS, SILTY CLAYS
			OL	ORGANIC SILTS & ORGANIC SILTY CLAYS OF LOW PI
	SILTS AND CLAYS LIQUID LIMIT 50 OR GREATER		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS
			CH	INORGANIC CLAYS OF HIGH PLASTICITY FAT CLAYS
			OH	ORGANIC CLAYS OF MED TO HIGH PI, ORGANIC SILT
HIGHLY ORGANIC SOIL			PT	PEAT AND OTHER HIGHLY ORGANIC SOILS
UNCLASSIFIED FILL MATERIALS			ARTIFICIALLY DEPOSITED AND OTHER UNCLASSIFIED SOILS AND MANMADE SOIL MIXTURES	

DEGREE OF PLASTICITY OF COHESIVE SOILS

Degree		Plasticity Index
None	------	0 - 4
Slight	------	5 - 10
Medium	------	11 - 20
High	------	21 - 40
Very High	------	> 40

UNDRAINED SHEAR STRENGTH OF COHESIVE SOILS

Very Soft	------	< 0 25	ksf
Soft	------	0 25 - 0 50	ksf
Firm	------	0 50 - 1 00	ksf
Stiff	------	1.00 - 2 00	ksf
Very Stiff	------	2.00 - 4 00	ksf
Hard	------	< 4.00	ksf



CLASSIFICATION OF GRANULAR SOILS

U.S STANDARD SIEVE SIZE(S)

6" 3" 3/4" No 4 No 10 No 40 No 200

BOULDERS	COBBLES	GRAVEL		SAND			SILT	CLAY
		COARSE	FINE	COARSE	MEDIUM	FINE		

152 76.2 19 1 4 76 2 0 0 42 0 074 0 005 0 001

GRAIN SIZE IN MM

LOG OF BORING

PROJECT **Proposed Reconstruction of 0 4-Mile Portion of Hughes Road from State Highway 3 to Humble Camp Road**

PROJECT LOCATION **Dickinson, Texas**

CLIENT **Cobb, Fendley and Associates, Inc**

BORING NO **1**
BORING LOCATION **Station 3+25**
BORING TYPE **Auger**

HTS PROJECT NO **10-S-127**
DATE **February 23, 2010**

DEPTH FT	SAMPLE	SOIL TYPE	DESCRIPTION OF STRATUM	HAND PEN RDG (TSF)	TEXAS CONE PENETROMETER 1st 6'	TEXAS CONE PENETROMETER 2nd 6'	MOISTURE CONTENT %	ATTERBERG LIMITS (%) LL	ATTERBERG LIMITS (%) PL	ATTERBERG LIMITS (%) PI	PASS #200 SIEVE %	DRY DENSITY (PCF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
			0 9' **2 5-inch thick ASPHALT, 8 5-inch thick base**										
			FAT CLAY (CH), soft to stiff, dark gray and light gray, with ferrous nodules and sand pockets	2 25									
				1 75			33 4	65	25	40	94 4	89 5	1 2
5			5'		5	4							
			LEAN CLAY (CL), soft to medium stiff, light gray and tan, with ferrous nodules and calcareous nodules	1 25									
				1 75									
10					5	4							
				1 75									
			12'										
			FAT CLAY (CH), soft to medium stiff, tan, with silt pockets	1 50			40 1	66	26	40	98 9	85 8	0 7
15			15'		7	4							
			(Boring terminated at 15')										
20													
25													

Groundwater was not encountered during the drilling of the boring After completion the boring was dry and open to a depth of 14 8'
The boring was backfilled with soil cuttings after the completion of the drilling activities

HTS, INC. Consultants

LOG OF BORING

PROJECT **Proposed Reconstruction of 0 4-Mile Portion of Hughes Road from State Highway 3 to Humble Camp Road**

PROJECT LOCATION **Dickinson, Texas**

CLIENT **Cobb, Fendley and Associates, Inc.**

BORING NO **2**
BORING LOCATION **Station 9+00**
BORING TYPE **Auger**

HTS PROJECT NO **10-S-127**
DATE **February 23, 2010**

DEPTH, FT	SAMPLE	SOIL TYPE	DESCRIPTION OF STRATUM	HAND PEN RDG (TSF)	TEXAS CONE PENETROMETER 1st 6"	TEXAS CONE PENETROMETER 2nd 6"	MOISTURE CONTENT %	ATTERBERG LIMITS (%) LL	ATTERBERG LIMITS (%) PL	ATTERBERG LIMITS (%) PI	PASS #200 SIEVE %	DRY DENSITY (PCF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
			0.7' **2.0-inch thick ASPHALT, 6.0-inch thick base**										
			FAT CLAY (CH), soft to stiff, gray, with sand pockets	2 00			23 1	51	19	32	85 6		
				2 75									
5			5'		4	5							
			LEAN CLAY (CL), soft to stiff, light gray and tan, with ferrous nodules and silt pockets	2 25			21 6	40	16	24	86 5	106 8	1 6
				1 75									
10					5	6							
				2 75									
			12'										
			FAT CLAY (CH), soft to stiff, light gray and tan, with calcareous nodules	2 75									
15			15'		6	8							
			(Boring terminated at 15')										
20													
25													

Groundwater was not encountered during the drilling of the boring After completion, the boring was dry and open to a depth of 14 6'
The boring was backfilled with soil cuttings after the completion of the drilling activities

HTS, INC. Consultants

LOG OF BORING

PROJECT **Proposed Reconstruction of 0 4-Mile Portion of Hughes Road from State Highway 3 to Humble Camp Road**

PROJECT LOCATION **Dickinson, Texas**

CLIENT **Cobb, Fendley and Associates, Inc**

BORING NO **3**
BORING LOCATION **Station 15+25**
BORING TYPE **Auger**

HTS PROJECT NO **10-S-127**
DATE **February 23, 2010**

DEPTH, FT	SAMPLE	SOIL TYPE	DESCRIPTION OF STRATUM	HAND PEN RDG (TSF)	TEXAS CONE PENETROMETER 1st 6"	TEXAS CONE PENETROMETER 2nd 6"	MOISTURE CONTENT %	ATTERBERG LIMITS (%) LL	ATTERBERG LIMITS (%) PL	ATTERBERG LIMITS (%) PI	PASS #200 SIEVE %	DRY DENSITY (PCF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
			0 6' **2 1-inch thick ASPHALT, 5.0-inch thick base**										
			FAT CLAY (CH), soft to stiff, gray and light gray, with ferrous nodules, calcareous nodules and sand pockets	1 25			24 8	50	19	31	86 8		
				2 25									
5					4	5							
				2 50			23 4	52	20	32	86 9	106 4	1 7
			8'	1 50			22 4	54	20	34		106 3	1 7
			LEAN CLAY (CL), soft to stiff, light gray and tan with calcareous nodules										
10					5	5							
				3 25									
			12' **FAT CLAY (CH),** soft to stiff, light gray and reddish brown	2 75									
15			15'		4	5							
			(Boring terminated at 15')										
20													
25													

Groundwater was not encountered during the drilling of the boring After completion, the boring was dry and open to a depth of 14 5' The boring was backfilled with soil cuttings after the completion of the drilling activities

HTS, INC. Consultants

LOG OF BORING

PROJECT **Proposed Reconstruction of 0 4-Mile Portion of Hughes Road from State Highway 3 to Humble Camp Road**

PROJECT LOCATION **Dickinson, Texas**

CLIENT ***Cobb, Fendley and Associates, Inc***

BORING NO **4**
BORING LOCATION **Station 22+50**
BORING TYPE **Auger**

HTS PROJECT NO **10-S-127**
DATE **February 23, 2010**

DEPTH FT	SAMPLE	SOIL TYPE	DESCRIPTION OF STRATUM	HAND PEN RDG (TSF)	TEXAS CONE PENETROMETER 1st 6"	TEXAS CONE PENETROMETER 2nd 6"	MOISTURE CONTENT %	ATTERBERG LIMITS (%) LL	ATTERBERG LIMITS (%) PL	ATTERBERG LIMITS (%) PI	PASS #200 SIEVE %	DRY DENSITY (PCF)	UNCONFINED COMPRESSIVE STRENGTH (TSF)
			0.7' **2.2-inch thick ASPHALT, 6 0-inch thick base**										
5			**FAT CLAY (CH),** soft to stiff, gray and light gray, with ferrous nodules and sand pockets	2 25 2 50	4	5							
			7' **SANDY SILTY CLAY (CL-ML),** soft to stiff, tan	1 75	6	6	18 5	22	17	5	65 7	113 8	1 7
10			10' **SILTY CLAYEY SAND (SC-SM),** loose, light gray and tan	0 25	5	8	23 9	24	17	7	49 3		
15	J		15' (Boring terminated at 15')										
20													
25													

Groundwater was encountered at a depth of 11' during the drilling of the boring After completion, the water level was measured at a depth of 7 6' and the boring was open to a depth of 10 9' The boring was backfilled with soil cuttings after the completion of the drilling activities

HTS, INC. Consultants

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

HUGHES ROAD RECONSTRUCTION
(FROM STATE HIGHWAY 3 TO HUMBLE CAMP ROAD)

STATE OF TEXAS
BRAD S. MATLOCK
102246
LICENSED
PROFESSIONAL ENGINEER
6/29/11

Brad Matlock, P E
Cobb, Fendley & Associates, Inc
Firm No. 274

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SECTION	I	Invitation to Bid General Provisions Vendor Qualification Packet Instructions to Bidders
SECTION	II	Bid Proposal Contract Award
SECTION	III	Special Terms and Conditions Wage Rates & AIA Forms
SECTION	IV	General Terms and Conditions
SECTION	V	Specifications
SECTION	VI	Plans

SECTION I

Invitation to Bid

General Provisions

Vendor Qualification Packet

Instructions to Bidders

BID #: B111037
OPEN: 07/21/2011
2:00 p.m.

INVITATION TO BID
HUGHES ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS

BID #B111037

The County of Galveston solicits bids on the following project

Contract to furnish labor, equipment, materials and incidentals as required for
Bid #B111037, Hughes Road Reconstruction

Sealed bids in **sets of five (5), (one (1) original and four (4) copies)** will be received in the office of the County Purchasing Agent, until **2:00 P. M.** on **07/21/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. **Bidders are specifically advised that any bid delivered after this time will be returned unopened.**

Submitted bids will be publicly opened on **07/21/2011 at 2:00 P.M.** in the Purchasing Agents office located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth (5th) Floor, Galveston, Texas 77550

All bids must be marked on the outside of the envelope
Bid #B111037, Hughes Road Reconstruction

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

Plans and specifications may be obtained from the office of **Cobb Fendley & Associates, Inc., 13430 NW Freeway, Suite 1100, Houston, Texas 77040, (713) 462-3242.**

A $75 00 non refundable deposit shall be required for each set of plans and specifications

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

Bids will be completed on the forms and proposal sheets provided

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

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

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS
HUGHES ROAD RECONSTRUCTION PROJECT
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

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

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

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

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

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

Please carefully review this Invitation to Bid It provides specific information necessary to aid participating firms in formulating a thorough response

3. TIME FOR RECEIVING BIDS

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

4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date

GENERAL PROVISIONS
HUGHES ROAD RECONSTRUCTION PROJECT
GALVESTON COUNTY, TEXAS

5. REJECTION OF BIDS

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening Vendors are to bid as specified herein or bid an approved equal The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

7 SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, no substitutions are allowed for this bid unless specific instructions are included in the Special Provision section that allow alternate substitutions Should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. EXCEPTIONS TO BID

No exceptions to this bid are allowed unless specific instructions are included in the Special Provision section that allow exceptions to the bid conditions Otherwise, Bidders must adhere to the specifications when completing their submittals

9. PRICING

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

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

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

10. PROCUREMENT CARD PROGRAM

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

11. TAX EXEMPTION

Any resultant purchase orders are issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise, and use taxes pursuant to sections 151 309 – 151.311, of the Texas Tax Code. The contractor performing this contract may purchase all materials, and supplies, used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9307 in lieu of tax Any such exemption certificate issued by the Contractor in lieu of tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended As a general rule, a vendor is not required to pay state sales tax on goods purchased that are totally incorporated into or consumed by the public improvements Certificates may be issued upon request

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12. PASS THROUGH COST ADJUSTMENTS

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

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

A request for a pass through cost does not guarantee that one will be granted Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made No more than one pass through adjustment will be permitted per year

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by bidder guaranteeing authenticity Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid The prices proposed will be considered firm and cannot be altered after the submission deadline

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

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

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

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

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

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

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

15. RESULTANT CONTRACT

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

16. CONTRACT TERM

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

17. TERMINATION FOR DEFAULT

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

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

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

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

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

County reserves the right to terminate this contract immediately in the event bidder

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

18. TERMINATION FOR CONVENIENCE

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

19. FORCE MAJEURE

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

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

20. ESTIMATED QUANTITIES

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

21. CONTRACTOR INVESTIGATION

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

22. NO COMMITMENT BY COUNTY OF GALVESTON

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

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23. SINGLE BID RESPONSE

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

24. REJECTION/DISQUALIFICATION OF BIDS

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

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

25. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent

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

26 BID DISCLOSURES

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

27. PROTEST

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

28. WITHDRAWAL OF BID

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

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29. **INDEMNIFICATION**

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

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

30. **PROOF OF INSURANCE**

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

A For damages arising out of bodily injury to or death of one person in any one accident – ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS
B For damages arising out of bodily injury to or death of two or more persons in any one accident – THREE HUNDRED THOUSAND AND NO/100 ($300,000 00) DOLLARS
C For any injury to or destruction of property in any one accident – ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

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

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

31. **BID BOND**

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

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

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32. PERFORMANCE AND PAYMENT BOND(S)

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

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

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

33. CONFLICT OF INTEREST DISCLOSURE REPORTING

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

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

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

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

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

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

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

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

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

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

34. ENTIRETY OF AGREEMENT AND MODIFICATION

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

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

35. NON-COLLUSIONAFFIDAVIT

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

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

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

36. PROCUREMENT ETHICS

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

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

CODE OF ETHICS – Statement of Purchasing Policy

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

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

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

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

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

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

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

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

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

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

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

37. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code,

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Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

38. NOTICE

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

To the County at

Hon Mark A. Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax· (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev 1 2, March 29, 2010)

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

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

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at http //www irs gov/pub/irs-pdf/fw9 pdf for the latest revision of this form.)

Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission Please check the Texas Ethics Commission website at for the latest revision of this form Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission)

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

Insurance requirements are as follows·

Public Liability and Property Damage Insurance:

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

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000 00),
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000 00), and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000 00).

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

Worker's Compensation Insurance:

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

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy

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

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

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

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262 011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions

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

Code of Ethics - Statement of Purchasing Policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

Conflict of Interest Forms

Conflict of Interest Reporting:

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

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete and file a CIQ Form as required under Chapter 176.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete and file a CIQ Form as required under Chapter 176.

A blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http //www co galveston.tx us Blank CIQ Forms may also be obtained by visiting the Texas Ethics Commission website, specifically at http //www ethics state tx us/whatsnew/conflict_forms htm.

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

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

In the event Proposer believes that it is not required to file the CIQ Form, then Proposer hereby **CERTIFIES** that by submission of its proposal without the enclosed copy of the filed CIQ Form, that Proposer is not currently required to file a CIQ Form

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

All information provided on the submitted forms must be typed or plainly and legibly handwritten in blue or black ink In addition, wherever signatures are requested, the name(s) of the person(s) signing must be printed or typed directly beneath the signature line

Any document that is deemed not legible may cause vendor status to be suspended or denied until corrected

Forms CIS and CIQ must be filed with the County Clerk The Galveston County Clerk has offices at the following locations.

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

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

If you are required to report under Chapter 176 of the Texas Local Government Code, it is your sole responsibility to comply with the reporting requirements. Compliance with Texas Local Government Code Chapter 176 is the individual responsibility of each local government officer, individual, business, and agent, as applicable Chapter 176 provides that failure to comply with the reporting requirements is an offense

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with person named in item 3**

5 **List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed $250 during the 12-month period described by Section 176.003(a)(2)(B)**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct I acknowledge that the disclosure applies to a family member (as defined by Section 176 001(2), Local Government Code) of this local government officer I also acknowledge that this statement covers the 12-month period described by Section 176 003(a), Local Government Code

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me by the said _____ this the _____ day of _____ 20 _____ , to certify which witness my hand and seal of office

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 06/29/2007

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT

Section 176 003 of the Local Government Code requires certain local government officers to file this form A "local government officer" is defined as a member of the governing body of a local governmental entity, a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity, or an employee of a local governmental entity with respect to whom the local governmental entity has, in accordance with Section 176 005, extended the requirements of Sections 176 003 and 176 004 This form is required to be filed with the records administrator of the local governmental entity not later than 5 p m on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement

A local government officer commits an offense if the officer knowingly violates Section 176 003, Local Government Code An offense under this section is a Class C misdemeanor

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement

2. **Office Held** Enter the name of the office held by the local government officer filing this statement

3. **Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176 002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176 003(a), Local Government Code

4. **Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the employment or other business relationship with the person in item 3 as described by Section 176 003(a), Local Government Code

5. **List gifts accepted, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed $250.** List gifts accepted during the 12-month period (described by Section 176.003(a), Local Government Code) by the local government officer or family member of the officer, excluding gifts described by Section 176 003(a-1), from the person named in item 3 that in the aggregate exceed $250 in value

6. **Affidavit.** Signature of local government officer

COUNTY of GALVESTON

Purchasing Department

rev 1 3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data

Instructions Please type or print clearly when completing sections 1 thru 4 and return completed form to:

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

1.

Business Name:	RW LUCAS CONSTRUCTION LLC
Attention Line:	RYAN LUCAS

2.

Physical Address:	551 LEAGUE CITY PARKWAY, SUITE C		
City:	LEAGUE CITY	State: TX	Zip+4: 77573-5463

3.

Billing / Remit Address:	551 LEAGUE CITY PARKWAY, SUITE C		
City:	LEAGUE CITY	State: TX	Zip+4 77573-5463

4.

Main Contact Person:	NORMA JACOBSON
Main Phone Number:	281-316-9990
Fax Number:	281-316-6087
E-mail Address:	lucasconstruction@comcast.net

Areas below are for County use only.

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

Action Requested - Check One:	IFAS PEID Vendor Number:	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) One Time	( ) Foster Child	

Form **W-9**
(Rev January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
RWLUCAS CONSTRUCTION LLC

Business name/disregarded entity name if different from above

Check appropriate box for federal tax classification (required) ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company Enter the tax classification (C=C corporation S=S corporation P=partnership) ▶ S

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number street, and apt or suite no)
551 LEAGUE CITY PARKWAY, STE C

Requester's name and address (optional)

City, state and ZIP code
LEAGUE CITY, TX 77573

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

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

Employer identification number
27-3076189

Part II Certification

Under penalties of perjury, I certify that:

1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and

2 I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3 I am a U S citizen or other U S person (defined below)

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

Sign Here Signature of U S person ▶ [signature] Date ▶ 8-8-11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

Purpose of Form

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

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

1 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2 Certify that you are not subject to backup withholding, or

3 Claim exemption from backup withholding if you are a U S exempt payee If applicable, you are also certifying that as a U S person, your allocable share of any partnership income from a U S trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income

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

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

- An individual who is a U S citizen or U S resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301 7701-7)

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

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

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

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

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

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

1 The treaty country Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien

2 The treaty article addressing the income

3 The article number (or location) in the tax treaty that contains the saving clause and its exceptions

4 The type and amount of income that qualifies for the exemption from tax

5 Sufficient facts to justify the exemption from tax under the terms of the treaty article

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

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

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

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

Payments you receive will be subject to backup withholding if

1 You do not furnish your TIN to the requester,

2 You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3 The IRS tells the requester that you furnished an incorrect TIN,

4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only)

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

Also see *Special rules for partnerships* on page 1

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301 7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding

1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2 The United States or any of its agencies or instrumentalities,

3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4 A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5 An international organization or any of its agencies or instrumentalities

Other payees that may be exempt from backup withholding include

6 A corporation,

7 A foreign central bank of issue,

8 A dealer in securities or commodities required to register in the United States the District of Columbia, or a possession of the United States,

9 A futures commission merchant registered with the Commodity Futures Trading Commission,

10 A real estate investment trust,

11 An entity registered at all times during the tax year under the Investment Company Act of 1940,

12 A common trust fund operated by a bank under section 584(a),

13 A financial institution,

14 A middleman known in the investment community as a nominee or custodian, or

15 A trust exempt from tax under section 664 or described in section 4947

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

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

[1] See Form 1099 MISC, Miscellaneous Income and its instructions

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1 Individual	The individual
2 Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3 Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4 a The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b So-called trust account that is not a legal or valid trust under state law	The actual owner
5 Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6 Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1 671 4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7 Disregarded entity not owned by an individual	The owner
8 A valid trust, estate or pension trust	Legal entity [4]
9 Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10 Association, club, religious charitable educational, or other tax-exempt organization	The organization
11 Partnership or multi-member LLC	The partnership
12 A broker or registered nominee	The broker or nominee
13 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1 671-4(b)(2)(i)(B))	The trust

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

[2] Circle the minor s name and furnish the minor's SSN

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer

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

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

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

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

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

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

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

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

Privacy Act Notice

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

INSTRUCTIONS TO BIDDERS

1. **BID PACKAGE**

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

2. **REVIEW**

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

3 **PRE-BID MODIFICATIONS**

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

4. **BID FORMS**

All bids must be submitted on forms furnished by County

5 **TIME FOR RECEIVING BIDS**

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

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

6 **TERM**

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

7 **AWARD OF BID**

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

8 **SUBSTITUTES**

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

9. **REJECTION OF BIDS**

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

10 **BID BOND**

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

performance bonds and insurance certificates

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

11 **PERFORMANCE AND PAYMENT BOND**

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

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

Bidders should familiarize themselves with the entire provisions of V T C A ,

Chapter 2253 and the penalties provided for its violations before submitting their bid

12 **CONTRACT**

The contract shall become effective upon the Commissioners' Court's execution of same. The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work

13 **TAX EXEMPTION**

This contract is issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise and use taxes pursuant to Section 151 309, Texas Tax Code

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9 07 in lieu of the tax Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95.05 (effective October 2, 1968) or as hereafter amended

SECTION II

Bid Proposal

Contract Award

COPY

BID NUMBER B111037

BID PROPOSAL

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

Hughes Road Reconstruction

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

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

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

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

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

BIDDER	RW Lucas Construction, LLC
SIGNATURE	
PRINT NAME	Ryan Lucas
TITLE	President
ADDRESS	551 C League City Parkway
CITY, STATE	League City, Texas
ZIP	77573
TELEPHONE	281-316-9990
FAX NO	281-316-6087
DATE	July 21, 2011
TAX I D No	27-3076189

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD

BASE BID

ITEM NO.	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	500	MOBILIZATION (5% MAX)	LS	1	Fourteen thousand seven hundred DOLLARS AND eighty CENTS	$14,700 80	$14,700 80
2	502	"BARRICADES, SIGNS, AND TRAFFIC HANDLING " USED FOR TRAFFIC CONTROL DURING CONSTRUCTION, AS SHOWN ON PLANS, COMPLETE	LS	1	Twenty six thousand DOLLARS AND zero CENTS	$26,000.00	$26,000 00
3	508	INSTALLATION AND REMOVAL OF TEMPORARY BASE AND ASPHALT SURFACING, COMPLETE	SY	366	Thirty DOLLARS AND zero CENTS	$30 00	$10,980 00
4		PROVIDE AND INSTALL PROJECT SIGN, COMPLETE IN PLACE	LS	1	DOLLARS AND CENTS		
5		UNION PACIFIC RAILROAD PERMITTING, INCLUDING RIGHT-OF-ENTRY APPLICATION FEE, ADMINSTRATIVE FEE, UP FLAGMAN WHILE WORKING IN RR R O W AND INSPECTION, COMPLETE	ALLOWANCE	1	SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS	$7,500.00	$7,500.00
6	560	INSTALLATION AND REMOVAL OF TEMPORARY MAILBOX ASSEMBLIES (MULTIPLE) WITH CRUSHED ROCK BASE TO REPLACE EXISTING MAILBOXES DURING CONSTRUCTION, COMPLETE IN PLACE	LS	1	Two thousand DOLLARS AND zero CENTS	$2,000 00	$2,000 00
7	560	REMOVE, STORE AND REINSTALL/REPLACE EXISTING MAILBOXES TO PRE-CONSTRUCTION LOCATION UPON COMPLETION OF CONSTRUCTION WORK, COMPLETE IN PLACE	LS	1	Three thousand DOLLARS AND zero CENTS	$3,000 00	$3,000 00

BL

ITEM NO	SPEC NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
8	305	SALVAGING, HAULING AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT AND BASE (8-INCH), DISPOSAL SITE WILL BE 3120 DEATS ROAD, DICKINSON, TX, COMPLETE (ACTUAL QUANTITY)	SY	7,184	Two DOLLARS AND zero CENTS	$2 00	$14,368.00
9	105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT DRIVEWAYS, COMPLETE	LS	1	Two thousand five hundred DOLLARS AND zero CENTS	$2,500 00	$2,500 00
10	110	EXCAVATION (SPECIAL) REMOVING AND DISPOSING OF ALL GRAVEL DRIVEWAYS, COMPLETE	LS	1	Two thousand five hundred DOLLARS AND zero CENTS	$2,500 00	$2,500.00
11	104	REMOVING AND DISPOSING OF ALL CONCRETE DRIVEWAYS, COMPLETE	LS	1	Three thousand five hundred DOLLARS AND zero CENTS	$3,500 00	$3,500.00
12	496	REMOVING ALL STRUCTURES, REINFORCED CONCRETE PIPE, ALL DEPTHS, COMPLETE	LS	1	Ten thousand DOLLARS AND zero CENTS	$10,000 00	$10,000 00
13	360,440	REINFORCED CONCRETE PAVEMENT (8-INCH), COMPLETE IN PLACE	SY	6,530	Thirty two DOLLARS AND eighty five CENTS	$32 85	$214,510 50
14	360,440	REINFORCED CONCRETE PAVEMENT (6-INCH) FOR DRIVEWAYS, INCLUDING COMPACTED SELECT FILL SUB-GRADE, COMPLETE IN PLACE	SY	1,187	Thirty six DOLLARS AND zero CENTS	$36.00	$42,732 00
15	260	LIME TREATMENT (6-INCH) CONCRETE PAVEMENT SUBGRADE, COMPLETE IN PLACE	SY	7,718	Two DOLLARS AND zero CENTS	$2.00	$15,436 00
16	260	HYDRATED LIME (DRY)(8% LIME BY DRY WEIGHT OF SOIL), COMPLETE IN PLACE	TON	120	One hundred forty five DOLLARS AND zero CENTS	$145 00	$17,400 00
17	340	DENSE-GRADED HOT MIX ASPHALT (METHOD), (2-INCH), (TYPE-C), WITHIN UP RR ROW, COMPLETE IN PLACE	TON	2	Two thousand five hundred DOLLARS AND zero CENTS	$2,500 00	$5,000 00

RL

ITEM NO.	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
18	340	DENSE-GRADED HOT MIX ASPHALT(METHOD), (6-INCH BLACK BASE), (TYPE-B), WITHIN IN UP RR ROW, COMPLETE IN PLACE	TON	6	Four hundred DOLLARS AND zero CENTS	$400 00	$2,400 00
19	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 4-INCH (SLD)(YELLOW), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	1,643	Zero DOLLARS AND fifty CENTS	$0 50	$821.50
20	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE II, 24-INCH (SLD)(WHITE), AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	70	Two DOLLARS AND fifty CENTS	$2 50	$175 00
21	666	REFLECTORIZED PAVEMENT MARKING, "RR XING" TYPE II, AS SHOWN ON PLANS, COMPLETE IN PLACE	EA	2	Three hundred fifty DOLLARS AND zero CENTS	$350 00	$700 00
22	400,464	REINFORCED CONCRETE PIPE (24-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	28	Fifty five DOLLARS AND zero CENTS	$55 00	$1,540 00
23	400,464	REINFORCED CONCRETE PIPE (ARCH) (18-INCH X 28-1/2-INCH), C-506, COMPLETE IN PLACE	LF	84	Eighty DOLLARS AND zero CENTS	$80 00	$6,720 00
24	400,464	REINFORCED CONCRETE PIPE (18-INCH), C-76, CLASS III, COMPLETE IN PLACE	LF	1,112	Forty nine DOLLARS AND zero CENTS	$49 00	$54,488 00
25	400,465	INLET (TYPE "A"), COMPLETE IN PLACE	EA	4	One thousand eight hundred DOLLARS AND zero CENTS	$1,800 00	$7,200.00
26	400,465	INLET (TYPE "E"), COMPLETE IN PLACE	EA	1	Two thousand DOLLARS AND zero CENTS	$2,000.00	$2,000 00

RL

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
27	760	DITCH CLEANING AND RESHAPING, INCLUDING DRAINAGE SWALES, AS SHOWN ON THE PLANS, COMPLETE IN PLACE	LF	2660	Six DOLLARS AND zero CENTS	$6.00	$15 960 00
28	506	TEMPORARY SEDIMENT CONTROL FENCE, AS SHOWN ON PLANS, COMPLETE IN PLACE	LF	570	One DOLLARS AND twenty six CENTS	$1 26	$718 20
29	506	CONSTRUCTION EXIT (INSTALL), TYPE I, COMPLETE IN PLACE	SY	150	Twenty six DOLLARS AND zero CENTS	$26 00	$3.900 00
30	506	CONSTRUCTION EXIT (REMOVE), TYPE I, COMPLETE	SY	150	Five DOLLARS AND zero CENTS	$5.00	$750 00
31	164	BROADCAST SEEDING (TEMP) WARM SEASON, AS SHOWN ON PLANS, COMPLETE	AC	12	Seven hundred fifty DOLLARS AND zero CENTS	$750 00	$9,000 00
32	636,644	FURNISH AND INSTALL GROUND MOUNT "RXR" ALUMINUM SIGN (W10-1) 36 INCH DIAMETER, COMPLETE IN PLACE	EA	2	Five hundred DOLLARS AND zero CENTS	$500 00	$1,000 00
TOTAL BASE BID							~~$500,000.00~~ $499,500 00

Initial KL

ALTERNATE BID

ITEM NO.	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
33	02511 02514 02515	8-INCH WATER LINE, COMPLETE IN PLACE	LF	1947	Thirty two DOLLARS AND zero CENTS	$32 00	$62,304.00
34	02511 02514 02515	6-INCH WATER LINE, COMPLETE IN PLACE	LF	54	Thirty DOLLARS AND zero CENTS	$30 00	$1,620.00
35	02521	6-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	4	One thousand twenty six DOLLARS AND zero CENTS	$1,026 00	$4,104 00
36	02520	8-INCH GATE VALVE AND BOX, COMPLETE IN PLACE	EA	7	One thousand six hundred DOLLARS AND zero CENTS	$1,600 00	$11,200 00
37	02520	FIRE HYDRANT ASSEMBLY, INCLUDING 6" GATE VALVE, COMPLETE IN PLACE	EA	1	Three thousand six hundred DOLLARS AND zero CENTS	$3,600 00	$3,600 00
38	02512	WATER TAP AND SERVICE LINE INSTALLATION, (SHORT SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	16	Four hundred fifty four DOLLARS AND fifty CENTS	$454 50	$7,272 00
39	02512	WATER TAP AND SERVICE LINE INSTALLATION, (LONG SIDE), INCLUDE NEW TAPPING, NEW SLEEVE, NEW CORPORATION STOP, NEW SERVICE LINE, & RE-CONNECTION TO METER, COMPLETE IN PLACE & OPERATIONAL	EA	10	Seven hundred DOLLARS AND zero CENTS	$700 00	$7,000 00
40	02516	CUT, PLUG, AND ABANDONMENT OF EXISTING WATER LINE, COMPLETE	LS	1	Eight hundred DOLLARS AND zero CENTS	$800 00	$800.00
41	02513	WET CONNECTION (8-INCH), COMPLETE	EA	3	Seven hundred DOLLARS AND zero CENTS	$700 00	$2,100 00
TOTAL ALTERNATE							$100,000 00

HUGHES ROAD RECONSTRUCTION FROM SH3 TO HUMBLE CAMP ROAD
BID SUMMARY

TOTAL – BASE BID ~~$500,000 00~~ $499,500 00

Initial RL

TOTAL – ALTERNATE $100,000 00

TOTAL – BASE BID & ALTERNATE ~~$600,000 00~~ $599,500 00

Initial RL

This Proposal consists of a Base Bid and an Alternate Bid for Water Line Installation For a bid to be considered responsive all sections must be completed Any combination of Base Bid and Alternate may be awarded for contract, however in no case will the Alternate only be awarded The award of the contract will be based on the combination considered to be in the best interest of Galveston County

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

RL

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $200,000.00

The cost of labor, profit, materials not in-place and all other charges $~~400,000.00~~ 399,500.00

Initial RL

TOTAL. (Must agree with bid) $~~600,000.00~~ 599,500 00

Initial. RL

RL

CONTRACT AWARD

CONTRACT FOR: HUGHES ROAD RECONSTRUCTION

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

Contract No 1074

Bid No B111037

Contractor. R. W Lucas Construction, LLC

The Specifications and Drawings are enumerated as follows

Standard Specifications. **Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges; adopted by the Texas Department Of Transportation, June 2004**

Special Provisions: **To Items 1 thru 9**

Special Items **Special Specifications are listed in Section V under "General Notes and Specific Data."**

Special Specifications.

02317 Excavation and Backfill for Utilities
02320 Utility Backfill Materials
02506 Polyvinyl Chloride Pipe
02511 Water Lines
02512 Water Tap and Service Line Installation
02513 Wet Connection
02514 Disinfection of Water Lines
02515 Hydrostatic Testing of Pipelines
02516 Cut, Plug and Abandonment of Water Lines
02520 Fire Hydrants
02521 Gate Valves

DRAWINGS **COBB FENDLEY & ASSOCIATES 1 Thru 47**
ADDENDA No. 1

Contract Award (continued)

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

Time of Completion. The Contractor shall complete the work within 120 Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum The County shall pay the Contractor for performance of the Contract, the sum of Five Hundred and Ninety Nine Thousand, Five Hundred Dollars and Zero Cents Dollars and No/100 ($ 599,500 00), payments to be made as described herein

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

This Contract is issued pursuant to award made by Commissioners' Court on August 2, 2011

EXECUTED this 11th day of August, 2011.

COUNTY OF GALVESTON, TEXAS

BY Mark Henry
MARK HENRY, County Judge

ATTEST:

DWIGHT SULLIVAN, County Clerk
By: Brandy Chapman
Brandy Chapman, Deputy

CONTRACTOR : RW LUCAS CONSTR. LLC

BY: PRES
Signature - Title

RYAN LUCAS
Printed Name

SECTION III

Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: HUGHES ROAD RECONSTRUCTION

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

Qualified bids or exceptions to the bids are not allowed

SCOPE:

It is the intent of these specifications to secure a contract to furnish labor, equipment, materials and incidentals as required to

Reconstruct a 0 4 mile portion of Hughes Road from State Highway 3 to Humble Camp Road by replacing the existing asphalt pavement with concrete pavement 24-feet in width and 8 inches thick. The project will also include replacing existing approaches for intersections and driveways with concrete pavement, replace existing drainage culverts and regarding existing roadside ditches to provide positive drainage In addition to the roadway and drainage work, as an alternate bid item, the contractor will be replacing the existing 8-inch water line, including all appurtenances, from State Highway 3 to Humble Camp Road

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

Name G. Michael Fitzgerald, P.E., County Engineer
Address 722 Moody, Galveston, Texas 77550
Telephone No.. (409) 770-5554

GENERAL

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

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

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

MUTCD, and typical construction layouts, or as directed by the Engineer

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

MATERIAL STORAGE

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

MATERIAL HAULING

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

VERTICAL AND HORIZONTAL CONTROL

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

MATERIALS TESTING

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

SUSPENSION OF WORK

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

ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY CONSTRUCTION NOISE

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of

work, during the project and after the work is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor

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

WORKING HOURS

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

LIQUIDATED DAMAGES

Liquidated damages in the amount of One Thousand dollars ($ 1000 00) per day will be assessed for each day beyond the time of completion that the work is not substantially complete

TIME OF COMPLETION

Time of Completion of this project is 120 calendar days from the date of the Notice to Proceed

PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY

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

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

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

BUILDER'S RISK INSURANCE

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

EXPERIENCE

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

EXCESS, WASTE MATERIAL AND DEBRIS

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

LABOR AND EQUIPMENT

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

FIELD OFFICE

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

INCIDENTALS

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

FLAGMEN

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

RAILROAD APPLICATION & AGREEMENT:

Application process and Agreement with Union Pacific Railroad to allow for construction within Railroad R O W. (Right-of-Way) can take 60 to 90 days to complete prior to notice to proceed is given. In the event, the Application Process takes longer than the anticipated time, the contractor will complete all other construction activities out of sequence and this process will not be cause for delay claims All Railroad Application Procedures and necessary documents are included as follows

Temporary Use of Railroad Property – Procedures:

The following procedures should be followed when completing the permit application from Union Pacific Railroad·

1 A non-refundable application fee in the amount of $545 00 must accompany your completed Application for Right of Entry form (*Attachment A*) sent to Paul G Farrell, (402) 544-8620 All contact information can be found at the following website

http //www.uprr com/reus/contacts/mgrcontacts/searchResult cfm?mgr_func=Public%20Crossing&Mgr_s=TX

Please make payable to Union Pacific Railroad Company, with the Federal Tax Identification No 94-6001323

2 If possible, please provide a city, county or topographical map of the area, showing the proposed installation If you require a railroad right of way map to locate your right-of-way use location, such a map may be obtained (a fee may be required) from.

Sandra Robertson
Engineering Map Area
Union Pacific Railroad Company
Phone (402) 501-4941
Fax· (402) 501-4932

3 When using a street name on the application, which has been changed, please include the current name as well as any previous name Many of the old railroad company maps do not reflect these name changes

4. Please refer to the information on Fixed Object Identity (*Attachment B*) for examples to assist you in locating "fixed objects."

5 The information on Identifying Railroad Mile Post Locations (found at http //www.uprr.com/reus/group/milepost shtml) will assist in locating mile post markers, which are helpful in establishing the location of the proposed site or installation

6 Union Pacific's Real Estate Department is the initial contact for all right of entry requests Applications should be submitted by U S mail, or express mail, to Paul G Farrell, (402) 544-8620 All contact information can be found at the following website.

http //www uprr.com/reus/contacts/mgrcontacts/searchResult cfm?mgr_func=Public%20Crossing&Mgr_s=TX

7 The application should be accompanied by all of the items listed in the Temporary Use Checklist (*Attachment* C) before your request can be given an initial review. Incomplete applications will halt processing

8 The normal turn-around time for processing applications is now running between 30-45 days. Please allow sufficient time for the handling of your request Please do not call within the initial 30 days of receipt of your request for the status of your application Time in answering your phone calls only delays the processing of your request as well as all other requests from other applicants

9 **Rush Handling:** If you require rush handling of your application, please complete and return the right of entry application form, the Rush Handling form (*Attachment D*), and a check in the amount of $3,600 00 ($3,055 00 for rush handling & $545.00 for application fee), and enclose all in an envelope labeled "RUSH " Please note that not all projects are eligible for Rush Handling

10 Before you enter the railroad company's right of way, the following must be completed

- All agreements **must be executed** by the applicant and the railroad company A copy of the executed agreement must be within the applicant's possession before entering the railroad company's right of way
- **Verbal Authorizations will not be permitted or granted.** Generally, a minimum of 48 hours' advance notice after execution of an agreement will be required prior to entry
- License fees and insurance certificates, if required, must be submitted at the time you execute and return the agreement
- Clearance and approval from the railroad company's Fiber Optic Cable Hotline (800) 336-9193
- Arrangements must have been made with the railroad company's local manager of track maintenance, as listed in the agreement, for flagging protection (if required).
- You will be required to obtain Railroad Protective Liability Insurance This may be purchased from an insurance agent of your choice, or you may be eligible for inclusion in UPRR's Railroad Protective Liability Insurance program (*Attachment E*).

- If a Contractor is employed by the Licensee to perform any of the agreed to activities under the Right of Entry Agreement, that Party will need to complete and return the Contractor's Endorsement Form and submit along with a $500 Administrative Fee and a copy of their General Liability Insurance certificate meeting the specified coverages as shown in the License Agreement A Railroad Protective Liability Insurance policy must be in procured by the Licensee OR its Contractor

11 The terms of the railroad company's standard agreements are non-negotiable Please do not attempt to make any changes to the agreement or request alteration to any of the terms and/or provisions to the agreement

The above mentioned requirements can be found online at the following website.

http //www uprr com/reus/tempuse/procedur shtml

CONSTRUCTION ADVISORY DOOR HANGER:

The following construction advisory letter (Attachment H) must be hung on all residents doors two weeks prior to beginning of construction

SPECIAL REQUIREMENTS:

1) The attached schedule of wages per hour for this Contract can be found at (Attachment I)

Attachment A: Right of Entry Application

APPLICATION – RIGHT OF ENTRY

(Please allow 30-45 days for processing) Process may take 60-90 days.

1. Name of Licensee_____
   (Exact Name of the Owner of the Utility)

   State of Incorporation _____; if not incorporated, please list entity's legal status

   _____

2. Address, email, phone and Fax number of Licensee

   _____

   Email_____Phone_____Fax_____

3. Name, address and phone number of individual to whom agreement is to be mailed ***if different than Item 2.***

   _____

   _____

4. Contact information for individual to contact in the event of questions

   _____

   Email_____Phone_____Fax_____

5. Project site location·

   _____

   (City, County and State)

6 Railroad site location information:

   _____

   (Railroad Mile Post, Subdivision, or any other pertinent location detail)

7. Time period for your project use of Railroad Company's property:

   Start Date._____ Stop Date:_____

8. Will there be any activity or equipment within 25 feet of a Railroad track in connection with this property?
   ( ) No ( ) Yes *(If Yes, a Flagman will be required on site at your cost)*

9. Will there be any excavation involved?
   ( ) No ( ) Yes *(If Yes, include shoring plans within Railroad standards)*

10. Purpose of your request:
(This must be detailed & complete, attach engineering plans, shoring plans and any Pertinent supporting details, including maps or prints)

_____

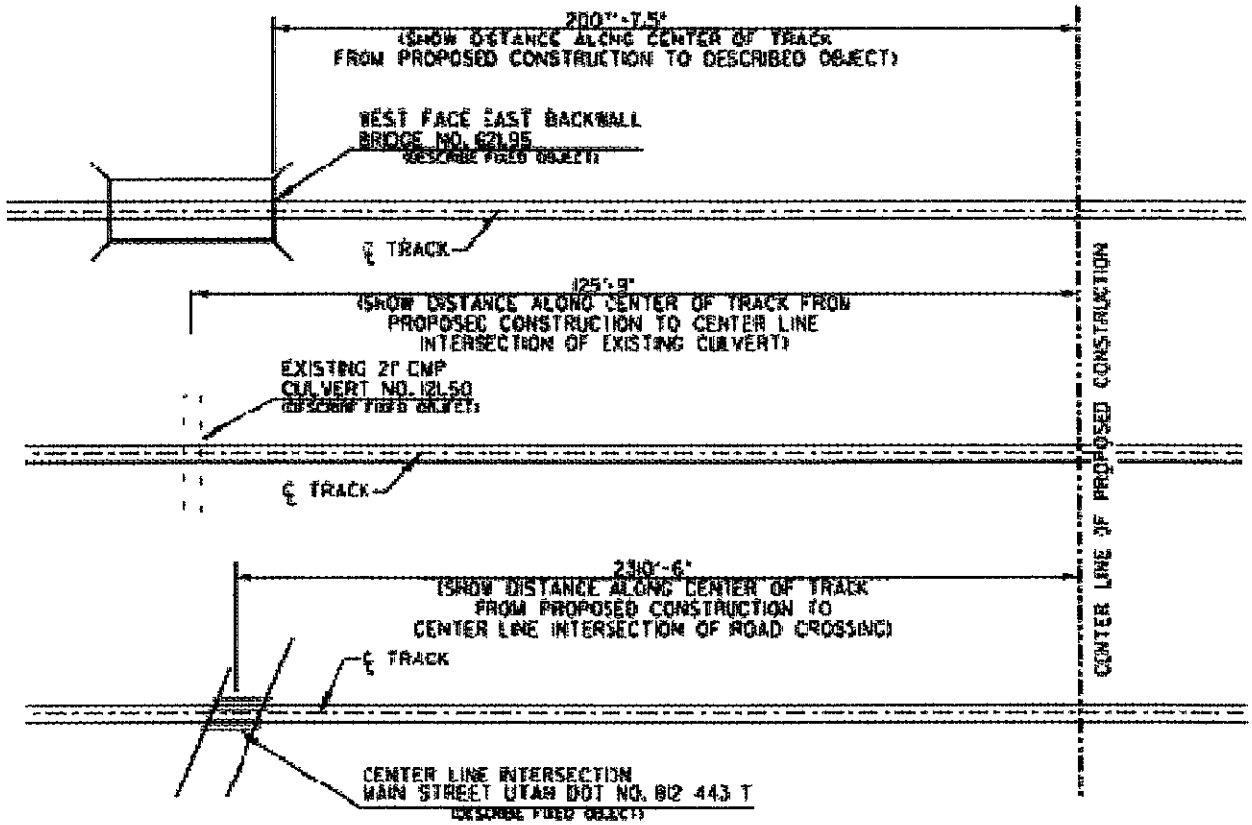
_____

_____

- Additional Fees and charges may be applicable to your request These Changes cannot be determined until your project is approved

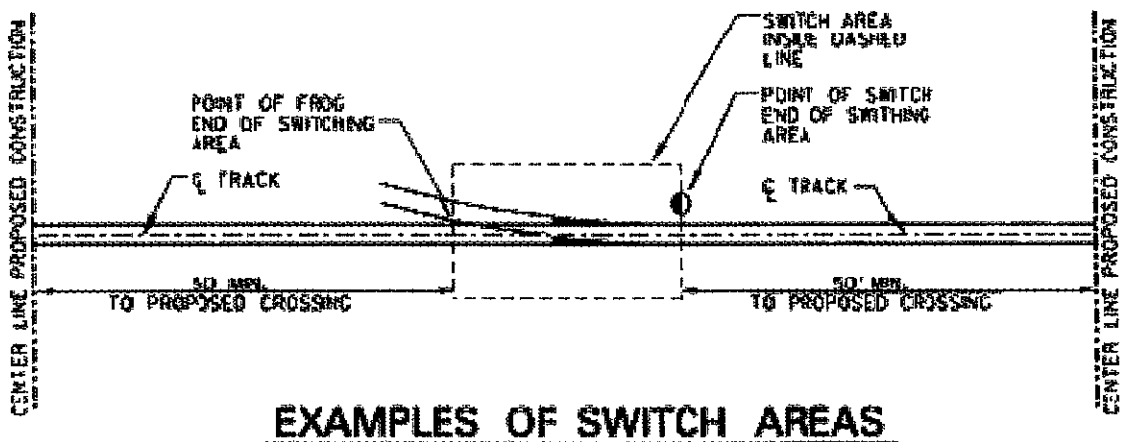
UNION PACIFIC RAILROAD
1400 DOUGLAS STREET MS 1690
OMAHA NE 68179

Attachment B: Fixed Object Identity



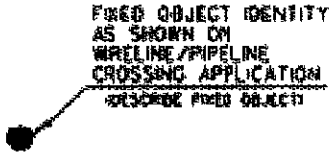
EXAMPLES OF FIXED OBJECTS AND HOW TO IDENTIFY EACH

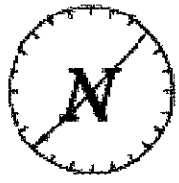
NO SCALE



EXAMPLES OF SWITCH AREAS

NO SCALE





EXAMPLE OF NORTH DIRECTION INDICATOR

FORM DR-0297-E
REV. 06-10-98

Attachment C. Temporary Use Checklist

Temporary Use Checklist

In Order For Your Right of Entry Request to Be Processed

The following is a checklist of the items that you will need to send to us If we do not have all of the necessary information, or if it is incomplete, we will be unable to process your request

_____ **Rush Handling Form (Attachment D)**
Required if rush handling is requested Include a check in the amount of $3,055.00 for rush handling fee

_____ **Completed Application for Right of Entry (Attachment A)**
Include a check in the amount of $545 00 for the application fee

_____ **Contractor's Information**
Required in all cases where contractor will be used

_____ **Site Plan**
Showing locations of all property you wish to enter (including all proposed bore holes and all other testing locations and/or facilities) to identify the specific location of the Right of Entry area

_____ **USGS Map**
An expanded view showing the work area and street names

_____ **Railroad Protective Liability Insurance (Attachment E)**
Railroad protective insurance can be obtained from your commercial insurance carrier In certain cases, Railroad Protective Liability Insurance (Attachment E) is also available from Union Pacific Railroad Company In all cases, general public liability insurance, automobile liability insurance, and workers' compensation insurance will also be required. You do not need to submit insurance information or certificates at the time of application, but you will need to submit proof of all required coverage with the agreement we send for your execution

The preceding checklist can be found at the following website

http.//www uprr com/reus/tempuse/checklst.shtml

Attachment D Rush Handling Form

RUSH.....RUSH ...RUSH....RUSH....RUSH

We cannot begin processing your RUSH request until the Application is completed in its entirety. Failure to do so adds to our processing time.

Examples of projects that CANNOT be handled as RUSH

- Projects that do not meet our minimum engineering requirements or require a detailed engineering review.
- Longitudinal encroachments
- Environmental right of entry
- Drainage modification
- Road crossings

YES!! This is a rush project. Enclosed is my check in the amount of $3055.00 Please process this request promptly

I understand that this is a non-refundable $3,055.00 handling charge, and for this amount you will review my request and forward a response to me within five (5) business days This handling charge is in addition to any license fees or charges, and by accepting this fee UPRR is not making a commitment to approve this request

I understand that a fully-executed License is still needed before construction can begin; I must still provide the Railroad's local representative a 10-day notice before construction, and I must also contact the Railroad's Fiber Optic Department at 1-800-336-9193

This is the date the License is to be mailed from UPRR for execution
(Minimum two (2) business days after receipt of a completed application)

_____ I would like the agreement sent to me by next day delivery

_____ I would like the agreement faxed to me for execution My fax number is _____
Duplicate originals will follow in the mail for execution

_____
Company

_____
Signed Date

Union Pacific Railroad Company
Real Estate Department 1400
Douglas Street STOP 1690
Omaha, NE 68179-1690

Please indicate "RUSH" on the outside of your envelope

RUSH.....RUSH ...RUSH....RUSH....RUSH

Attachment E Railroad Protective Liability Insurance

Railroad Protective Liability Insurance – For Projects Under $10,000,000 and do not exceed 12 months

verview

When working within Union Pacific Railroad's right of way, your company will be required to obtain Railroad Protective Liability Insurance for the project

For RPLI application requests, you may be asked by your insurance carrier to provide train movement information Due to the circumstances of September 11, 2001, for security and safety reasons, Union Pacific Railroad employees no longer supply train information to parties outside the Railroad The major insurance companies are aware of this situation

Obtaining this insurance for smaller projects can be a time-consuming and costly purchase for the contractor With the Railroad Protective Liability Program made available by Union Pacific through a national broker, your company may save both time and money. In as little time as it takes to complete a single-page application (Attachment G) and send a check, the Railroad Protective Liability coverage is in place. We consider this program a time saver in obtaining Railroad Protective Liability insurance

***PLEASE READ** - there have been some modifications/enhancements to this site and the Railroad Protective Liability Application (Attachment G).

- If you are utilizing an old application, please begin to use the most updated version to ensure your request is fulfilled accurately and promptly
- The Railroad Protective Liability Program does NOT cover new bridge construction, structural repair to bridges, widening of bridges and bridge demolition. Coverage for bridge construction must be obtained from your insurance agent/broker

Current Rate Schedule

Section A

Installation of overhead wire and underground wire or pipe

Traverse Installations		
OVERHEAD	UNDERGROUND	OPEN CUT
$1,600	$1,800	$1,480

Section B

Longitudinal (Parallel) Installations		
LENGTH (IN FEET)	OVERHEAD	UNDERGROUND
0-250	$1,600	$1,800
251-500	$1,700	$1,900
501-1,000	$1,800	$2,050
1,001-2,000	$2,000	$2,250
2,001-4,000	$2,475	$2,725
4,001-6,000	$2,700	$3,000
6,001-8,000	$2,900	$3,150
8,001-10,000	$3,050	$3,350

Section C

Construction not including wire and pipe installation:

Construction includes building and demolition, building repair, cutting grass/landscape), grass cutting, landscaping, maintenance work, parking lot construction, private grade crossings (installation and maintenance), rock scaling, seed planting, sidetrack construction, sign board construction, signal repair, spraying, spur construction, station repair, survey work, test borings, weed control **BRIDGES** - DOES COVER bridge inspection, bridge maintenance, bridge painting and bridge surface repair. **BRIDGES - DOES NOT** cover new bridge construction, structural repair to bridges, widening of bridges and/or bridge demolition

ll contract value shall not exceed $10,000,000.

Contract Value WITHIN 50' of UP Property	Premium
$0 - $25,000	$750
$25,001 - $250,000	$2000
$250,001 - $1,250,000	$3,400
$1,250,001 - $2,500,000	$5,100
$2,500,001 - $3,500,000	$10,000
$3,500,001 - $5,000,000	$17,400
$5,000,001 - $6,000,000	$20,300
$6,000,001 - $7,000,000	$23,700
$7,000,001 - $8,000,000	$27,040
$8,000,001 - $9,000,000	$30,400
$9,000,001- $10,000,000	$33,800

If you elect to take advantage of the program, please **do not** send your application (Attachment G) for this insurance coverage to the Union Pacific Railroad Please make your premium check payable to Marsh, USA and send with your application via US Mail (do not send via Express Mail to P O BOX) to

Marsh, USA
''W8622
O Box 1450
Minneapolis, MN 55485-8622

(Preceding information can be found at http //www.uprr.com/reus/rrinsure/insurovr shtml)

Sample Insurance Requirements

Licensee shall, at its own sole cost and expense, procure the following kinds of insurance and mptly pay when due, all premiums for that insurance The following insurance shall be kept in ıorce during the life of this Agreement

- Commercial General Liability Insurance
- Business Automobile Liability Insurance
- Worker's Compensation Insurance
- Railroad Protective Liability Insurance (during construction or maintenance only)

The limits of coverage under each of the required insurance policies will be based on the activity and risk involved with the specific project. Specific insurance requirements will be provided to you in the agreement covering your project when it is approved by the Railroad

Attachment F. Railroad Protective Liability Insurance Application Form

MARSH APPLICATION FORM RAILROAD PROTECTIVE LIABILITY INSURANCE

DO NOT submit unless all mandatory (*) fields are complete.

*Name of Union Pacific Representative

2. *UPRR Contract Folder Number #####-##

Note: Separate applications must be completed for each folder assigned

3. Description of Project
(example: horizontal bore / pipeline)

4. Please Complete Either Section **A** OR Section **B** OR Section **C** Below:

Section A. Traverse Installation - Wire and Pipe

If Project is Traverse Installation

Section B. Longitudinal (Parallel) Installation - Wire and Pipe

Overhead or Underground, use the drop down arrow to select the linear feet.

Overhead Underground

Section C. Other Construction Project - Total project cost cannot exceed $10,000,000

Please choose a project description from the drop down box before printing application.

Please Describe Project

...ct Cost Within 50'RR Property Total Project Value

5. *Job Location (Nearest City, State)

6. Estimated Start and End Date of Work Within RR Right-of-Way Begin End

7. Name on Certificate of Insurance
(Contractor completing the project)

Mailing Address City, State, ZIP

Phone # Fax # E-Mail

8. Name of Involved Govermental Authority or General Contractor

9. Cost of Railroad Protective Liability Coverage for this Project:
ONLY enter amount from A **OR** B **OR** C above. **THIS IS YOUR TOTAL PREMIUM**

***THIS COVERAGE WILL NOT BEGIN UNTIL SIGNED APPLICATION AND CHECK ARE RECEIVED BY MARSH USA**

A Check Payable in the amount quoted in Item #9 above
Payable to MARSH, USA
NW 8622, PO Box 1450
Minneapolis, MN 55485-8622

) PREVENTION - GENERAL WARNING
E: Any person who knowingly, or knowingly assists another, files an application for insurance or claim containing any false, incomplete or misleading information purpose of defrauding or attempting to defraud an insurance Company may be guilty of a crime and may be subject to criminal and civil penalties and loss of ...rance benefits

Applicant Signature Applicant Phone Date

Attachment G: Example. Contractor's Right of Entry Agreement

(The included agreement and exhibits are for information and reference only)

SP RR UPRR (11-12-09)

(Use this when Union Pacific Railroad Company is within project limits. The included agreement and exhibits are for information and reference only. Do not make any modifications to this document.)

UNION PACIFIC RAILROAD COMPANY

Contractor's Right of Entry Agreement

Exhibit B

Exhibit C

Exhibit D

The following Union Pacific Railroad Company agreements and exhibits are included in this project for information and reference only The actual Contractor's Right of Entry Agreement with Exhibit B, Exhibit C, and Exhibit D will be provided and executed by the Union Pacific Railroad Company

The Contractor shall obtain all necessary permits and licenses and pay all fees and obtain a fully executed copy of the railway agreement according to 00170 01(e)

In addition, when railroad flagger services are required, the Agency will pay for the services according to 00170 01(e)

February 25, 2011

UPRR Folder No Folder Number

NAME & ADDRESS OF CONTRACTOR

Salutation:

Before Union Pacific Railroad Company can permit you to perform work on its property for the Purpose, it will be necessary for you to complete and execute two originals of the enclosed *Contractor's Right of Entry Agreement* Please

1 Fill in the date construction will begin and be completed in Article 5, Paragraph A
2 Execute and return all copies of the Contractor's Right of Entry Agreement together with your Certificate of Insurance as required in Exhibit B, in the attached, self-addressed envelope.
3. Include a check made payable to the Union Pacific Railroad Company in the amount of **$500.00**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation

Under Exhibit B of the enclosed Contractor's Right of Entry Agreement, you are required to procure Railroad Protective Liability Insurance (RPLI) for the duration of this project As a service to you, Union Pacific is making this coverage available to you. If you decide that acquiring this coverage from the Railroad is of benefit to you, please contact Mr. Mike McGrade of Marsh USA @ 800-729-7001, e-mail. *william j smith@marsh com*.

This agreement will not be accepted by the Railroad Company until you have returned **all** of the following to the undersigned at Union Pacific Railroad Company

1. Executed, unaltered duplicate original counterparts of the Contractor's Right of Entry Agreement;
2 Your check in the amount of $500 00 to pay the required balance due of the required Contractor's Right of Entry fee. (The Folder Number and the name "Paul G Farrell" should be written on the check to insure proper credit) If you require formal billing, you may consider this letter as a formal bill,

Real Estate Department
UNION PACIFIC RAILROAD COMPANY
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179-1690
fax 402 501 0340

3. Copies of all of your **up-to-date** General Liability, Auto Liability & Workman's Compensation Insurance Certificates *(yours and all contractors')*, naming Union Pacific Railroad Company as additional insured;
4. Copy of your **up-to-date** Railroad Protective Liability Insurance Certificate *(yours and all contractors')*, naming Union Pacific Railroad Company as additional insured

RETURN ALL OF THESE REQUIRED ITEMS TOGETHER IN ONE ENVELOPE.
DO NOT MAIL ANY ITEM SEPARATELY.

If you have any questions concerning this agreement, please contact me as noted below. Have a safe day!

Sincerely,

PAUL G FARRELL
Senior Manager Contracts
Phone (402) 544-8620
e-mail *pgfarrell@up.com*

BUILDING AMERICA

UPRR Folder No · Folder Number
UPRR Audit No.: Audit Number

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 200___, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"), and **NAME OF CONTRACTOR**, an corporate status ("Contractor").

RECITALS

Contractor has been hired by the *Name of Public Body* to perform work relating to the Purpose (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post Mile Post on the Railroad's Name of Subdivision in or near City, County & State, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as specified on the Detailed Print(s) collectively marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and Name of Licensee. *(Date of C&M Agreement)*

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT·

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The General Terms and Conditions contained in **Exhibit B**, the Contractor's Insurance Requirements contained in **Exhibit C** and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Name & Address of MTM *Name & Address of MSM*

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and

continue until _____, unless sooner terminated as herein provided, or
(Expiration Date)
at such time as Contractor has completed its work on Railroad's property, whichever is earlier Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B This Agreement may be terminated by either party on ten (10) days written notice to the other party

ARTICLE 6 - CERTIFICATE OF INSURANCE.

A Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No Folder Number

ARTICLE 7 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with

the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 8 - ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad **FIVE HUNDRED DOLLARS ($500.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad

ARTICLE 10 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

BUILDING AMERICA

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
PAUL G FARRELL
Senior Manager Contracts

NAME OF CONTRACTOR

By _____

Title _____

BUILDING AMERICA

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS AND CONDITIONS

Section 1 NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement

B The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll The composite charge will be the prevailing composite charge in effect at the time the work is performed One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency Additional charges on labor are also subject to change If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges

C Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages

B The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations When not in use, Contractor's machinery

and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings

Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor

Section 4 LIENS

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS

A Fiber optic cable systems may be buried on Railroad's property Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits Contractor shall telephone Railroad during normal business hours (7 00 a m to 9 00 p m Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished

B In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property

Section 6 PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations

Section 7. SAFETY

A Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit C**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices Contractor shall furnish copies of **Exhibit C** to each of its employees before they enter the job site

B Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job

C Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site Contractor shall promptly notify Railroad of any U S Occupational Safety and Health Administration reportable injuries Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work

D If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan") Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan

Section 8. INDEMNITY

A To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "loss") incurred by any person (including, without limitation, any indemnified party, contractor, or any employee of contractor or of any indemnified party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor

B The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the loss, and shall apply regardless of any negligence or strict liability of any indemnified party, except where the loss is caused by the sole active negligence of an indemnified party as established by the final judgment of a court of competent jurisdiction The sole active negligence of any indemnified party shall not bar the recovery of any other indemnified party

C Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8 Contractor acknowledges that this waiver was mutually negotiated by the parties hereto

D No court or jury findings in any employee's suit pursuant to any worker's compensation act or the federal employers' liability act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad

E The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any indemnified party by statute or under common law

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad Contractor shall be responsible for the acts and omissions of all subcontractors Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law, (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage, (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site, and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site

BUILDING AMERICA

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

CONTRACTOR'S INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage

A. **Commercial General Liability Insurance** Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000 CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage)

The policy must also contain the following endorsement, which must be stated on the certificate of insurance

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site, and
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule

B. **Business Automobile Coverage Insurance** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos)

The policy must contain the following endorsements, which must be stated on the certificate of insurance

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law

C. **Workers' Compensation and Employers' Liability Insurance** Coverage must include but not be limited to

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided Coverage must include liability arising out of the U S Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable

The policy must contain the following endorsement, which must be stated on the certificate of insurance

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage)

D. **Railroad Protective Liability Insurance** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000 A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad

E. **Umbrella or Excess Insurance** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy

F. **Pollution Liability Insurance.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000

Other Requirements

G All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional

Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage) The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement

H Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees This waiver must be stated on the certificate of insurance

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement

K All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage

BUILDING AMERICA

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor

I Clothing

A All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet

Specifically, Contractor's employees must wear

(i) Waist-length shirts with sleeves
(ii) Trousers that cover the entire leg If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching
(iii) Footwear that covers their ankles and has a defined heel Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements

B Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal

C Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery

II Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative

(i) Hard hat that meets the American National Standard (ANSI) Z89 1 – latest revision Hard hats should be affixed with Contractor's company logo or name
(ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87 1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc
(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site Hearing protection, in the form of plugs or muffs, must be worn when employees are within
- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers
- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations In addition to the instructions contained in Roadway Worker Protection regulations, all employees must

(i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements
(ii) Wear an orange, reflectorized workwear approved by the Railroad Representative
(iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling

Equipment

. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's

property In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment In addition, operators must be

- Familiar and comply with Railroad's rules on lockout/tagout of equipment
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track
  - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment

B All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device

C Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement

D Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines

V. General Safety Requirements

A Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations

B Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job If any employee has any questions or concerns about the work, the employee must voice them during the job briefing Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change

C All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213

D All employees comply with the following safety procedures when working around any railroad track

(i) Always be on the alert for moving equipment Employees must always expect movement on any track, at any time, in either direction
(ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components
(iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment Do not go between pieces of equipment of the opening is less than one car length (50 feet)
(iv) Avoid walking or standing on a track unless so authorized by the employee in charge
(v) Before stepping over or crossing tracks, look in both directions first
(vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement

E All employees must comply with all federal and state regulations concerning workplace safety

Attachment H. Construction Advisory Door Hanger

SAMPLE LETTER

GALVESTON COUNTY
ENGINEER'S OFFICE
722 Moody Ave.
Galveston, Texas 77550
www.co.galveston.tx.us/Engineers/

CONSTRUCTION ADVISORY

To: **Residents in Surrounding Area – Hughes Road**

From: **Brad Matlock, Project Manager**

Date: **(INSERT DATE)**

Subject: **Hughes Road Reconstruction Advisory**

Dear Resident·

Please be aware that the Hughes Road Reconstruction Project from State Highway 3 to Humble Camp Road is scheduled to begin (PROJECT DATE) The project has been awarded to (CONTRACTORS COMPANY NAME)

project limits for construction are from State Highway 3 to Humble Camp Road The work will include removing and replacing existing asphalt pavement and with concrete pavement

If you have any private irrigation systems, fence or landscaping that is now within Hughes Road Right of Way, please be aware that these items must be removed from that area. Irrigation systems must be cut and capped at your property line. You may salvage any landscaping or fencing that is within the Right of Way, but must do so as soon as possible, or it will be removed and disposed by the Contractor All mailboxes located within the existing Right-of-Way of Hughes Road will be removed for the duration of the project The mailboxes will be salvaged and returned to the owner if possible, and replaced at the conclusion of construction If the mailbox is damaged during removal, the contractor will give the resident the pieces and replace it with a Texas Department of Transportation (TXDot) standard certified mailbox. During construction residents will be able to receive mail at temporary mailbox banks located at the corners of Hughes Road and Robinson Road, Casa Grande Street, and Oak Court

The County has also contracted with (INSERT CM if applicable) to provide Construction Management and Inspection Services Representatives will be on site daily to ensure work meets contract specifications, and they are also available to assist you with any questions you may have.

If you have any specific questions or concerns regarding the construction work or project schedule for this work, please feel free to contact the representatives listed below

CONTACT INFORMATION

Name (NAME), (PHONE NUMBER)
Company. (COMPANY NAME) – Construction Managers

Name (PM NAME), (PHONE NUMBER)
Company (PM COMPANY NAME)

Attachment I. Davis Bacon Schedule of Wages

GENERAL DECISION: TX20100046 03/12/2010 TX46

Date: March 12, 2010
General Decision Number: TX20100046 03/12/2010

Superseded General Decision Number: TX20080046

State: Texas

Construction Types. Highway

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

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

Modification Number	Publication Date
0	03/12/2010

SUTX2005-005 11/09/2004

	Rates	Fringes
Asphalt Distributor Operator...	$ 10.94	0.00
Asphalt paving machine operator	$ 12.01	0.00
Asphalt Raker.....	$ 11.13	0.00
Asphalt Shoveler.....	$ 9.14	0.00
Broom or Sweeper Operator.....	$ 11.19	0.00
Bulldozer operator	$ 11.81	0.00
Carpenter, Rough.....	$ 12.49	0.00
Concrete Finisher, Paving.....	$ 11.38	0.00
Concrete Finisher, Structures..	$ 10.80	0 00
Concrete Paving Curbing Machine Operator.....	$ 10.00	0.00
Concrete Paving Finishing Machine Operator.....	$ 13.07	0.00
Concrete Paving Joint Sealer Operator.....	$ 11 00	0.00
Concrete Paving Saw Operator...	$ 12 75	0.00
Concrete Paving Spreader Operator.....	$ 10.44	0.00
Concrete Rubber	$ 9.00	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	$ 12.71	0.00
Crusher and Screed Plant Operator.....	$ 11.29	0.00
Electrician.....	$ 21.79	0.00
Flagger..	$ 9.42	0.00
Form Builder/Setter, Structures	$ 10.50	0.00
Form Liner, Paving & Curb.. ..	$ 11.75	0.00
Form Setter, Paving & Curb. ..	$ 10.51	0.00
Foundation Drill Operator, Crawler Mounted.....	$ 15.00	0.00
Foundation Drill Operator, Truck Mounted	$ 12.73	0.00
Front End Loader Operator.....	$ 10.65	0.00

Laborer, common..	$ 9.15	0.00
Laborer, Utility..... .	$ 9.81	0.00
Manhole Builder.....	$ 9.00	0.00
Mechanic.....	$ 13.72	0.00
Milling Machine Operator, Fine Grade....	$ 13.17	0.00
Mixer operator	$ 10.33	0.00
Motor Grader Operator, Rough...	$ 13.13	0.00
Motor Grader Operator.....	$ 11.67	0.00
Oiler.....	$ 12.12	0.00
Painter, Structures.	$ 15.54	0.00
Pavement Marking Machine Operator...	$ 8.18	0 00
Piledriverman.....	$ 12.22	0 00
Pipelayer.....	$ 9.49	0.00
Reinforcing Steel Setter, Paving.	$ 15.14	0 00
Reinforcing Steel Setter, Structure.....	$ 13.87	0.00
Roller Operator, Pneumatic, Self-Propelled.	$ 9.91	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping....	$ 10.43	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement.....	$ 11.07	0.00
Scraper Operator.....	$ 9 92	0.00
Servicer.....	$ 10 96	0.00
Sign Installer (PGM).....	$ 8.54	0.00
Slip Form Machine Operator.....	$ 11.07	0.00
Spreader Box operator.....	$ 11.12	0.00
Structural Steel Worker.....	$ 12.13	0.00
Tractor operator, Crawler Type.	$ 13.00	0.00
Tractor operator, Pneumatic. ..	$ 10.07	0.00
Traveling Mixer Operator.... ..	$ 11.00	0.00
Truck driver, lowboy-Float.. ..	$ 13.16	0.00
Truck driver, Single Axle, Heavy	$ 10.65	0.00
Truck driver, Single Axle, Light.....	$ 10.07	0.00
Truck Driver, Tandem Axle, Semi-Trailer.	$ 10.25	0 00
Work Zone Barricade Servicer...	$ 9.94	0.00

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5 5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO.

CONTRACT FOR

CONTRACT DATE

PROJECT
(name, address)

State of
County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible

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

SUPPORTING DOCUMENTS ATTACHED HERETO

1 Consent of Surety to Final Payment Whenever Surety is involved, Consent of Surety is required AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose
Indicate attachment (yes) (no).

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

1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment

2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof

3 Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A)

CONTRACTOR

Address

BY

Subscribed and sworn to before me this
day of 19

Notary Public

My Commission Expires

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

PROJECT
(name, address)

State of
County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Documen A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Release or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equip ment, and all performers of Work, labor or services who have or may have liens against any property of the Owne arising in any manner out of the performance of the Contract referenced above

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

SUPPORTING DOCUMENTS ATTACHED HERETO

1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment

2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof

CONTRACTOR

Address

BY

Subscribed and sworn to before me this

day of 19

Notary Public

My Commission Expires

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

CONTRACTOR.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

, SURETY COMPANY

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

, CONTRACTOR

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall no relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this day of 19

Surety Company

Signature of Authorized Representative

Attest
(Seal)

Title

NOTE This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

AIA DOCUMENT G707 A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

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

, SURET'

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

, CONTRACTOF

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

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

, OWNE'

as set forth in the said Surety's bond

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this day of 19

Surety

Signature of Authorized Representative

Attest
(Seal)

Title

SECTION IV

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. COUNTY AS OWNER

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

2 CONTRACTOR

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

3 PROGRAM ADMINISTRATOR

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

4 STATUS OF CONTRACTOR

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

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

5 ASSIGNMENT AND SUBLETTING

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

6 EQUAL OPPORTUNITY

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

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

7 CONTRACT

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

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

8 **DISCREPANCIES AND OMISSIONS**

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

9 **COLLATERAL CONTRACT**

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

10 **TIME**

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

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

11 **TIME AND ORDER OF COMPLETION**

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

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

12 **EXTENSION OF TIME**

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

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

13. **LOSSES FROM NATURAL CAUSES**

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

14 **KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE**

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

15 **PERFORMANCE OF WORK**

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

16. **STORAGE AND CLEANUP**

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

17 **WORKING HOURS**

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

18 **WORKSITE SECURITY**

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

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

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

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

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

19 **ALCOHOL/DRUG FREE WORKPLACE**

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

20 **LABOR**

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

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

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

21 **WAGE RATES**

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

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

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

Contractor acknowledges that:

A) Pursuant to V T C A , Government Code §2258 022, a violation of the obligation to pay workers the prevailing wages shall result in Contractor paying the County the amount of $60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract, and

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

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

22 **UTILITIES**

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

23 **PARKING**

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

24 **FIRE AND SAFETY**

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

25 **CONTRACTOR'S BUILDINGS**

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

26 **INSURANCE**

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

policies for approval and as proof of coverage

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

2) Comprehensive General Liability (including Premises – Operations, Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage)
   a. Bodily Injury –
      $100,000.00 each person, each occurrence
      $300,000.00 Aggregate, each occurrence
   b Property Damage including loss of use –
      $100,000 00 Each occurrence
   c Products and Completed Operations to be maintained for 1 year after Final Payment
   d Property Damage Liability Insurance will provide X, C or U coverage as applicable

3) Contractual Liability
   a Bodily Injury
      $100,000.00 Each Person
      $300,000 00 Each occurrence
   b Property Damage
      $100,000 00 Each occurence

4) Personal injury, with Employment Exclusion deleted·
      $100,000 00 Each occurence

5) Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles)·
   a Bodily Injury
      $100,000 00 Each Person
      $300,000 00 Each occurrence
   b Property Damage
      $100,000 00 Each occurrence

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work. The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits Receipt of all required notices shall be evidenced by return receipt of registered or Certified letter The policies shall contain provision that coverages will not be cancelled until at least thirty days' prior written notice has been given to the County. In the event of such notice of cancellation being given the contractor will

provide substitute policies with the same provisions to county prior to the effective date of such cancellation.

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

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

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

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

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

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

27. **SANITATION**

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

28 **DAILY CLEANUP**

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

29 **FINAL GRADING**

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

30. **RIGHT OF ENTRY**

County reserves the right to enter the property or location at which the work is being conducted, by such agents as it may elect, for the purpose of inspecting the work,

or for the purpose of constructing or installing such collateral work as County may desire, or for any other purpose deemed necessary by County

31 **INSPECTION**

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

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

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

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

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

32. **DEFECTS AND THEIR REMEDIES**

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

33 **SUBSTANTIAL COMPLETION**

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

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken; however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor.

34 FINAL COMPLETION AND ACCEPTANCE

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

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

35 PARAGRAPH 35 HAS BEEN DELETED

36 PROGRESS PAYMENTS AND RETAINAGE

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

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

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

37 ESTIMATED QUANTITIES

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work

done whichever is specified. It is further understood that the County does not guarantee any minimum amount of work under this Contract.

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

38 **CHANGES AND ALTERATIONS**

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

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

39 **EXTRA WORK**

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

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

Method (a) - By agreed unit prices, or
Method (b) - By agreed lump sum or
Method (c) - If Neither Method (a) nor Method (b) can be agreed upon

before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent.

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

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

40 **FINAL PAYMENT**

Upon the issuance of the approval for payment, the Program Administrator shall certify same to County, who shall pay to Contractor the balance due Contractor under

the terms of this agreement, provided it has fully performed its contractual obligations under the terms of this contract, and has provided County with a release of liens from all materialmen, suppliers and subcontractors utilized in the work

41 **HINDRANCES AND DELAYS**

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

42. **TIME OF FILING CLAIMS**

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

43 **LIQUIDATED DAMAGES FOR DELAY**

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

44 **ABANDONMENT BY CONTRACTOR**

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

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

45. **TERMINATION**

County may terminate this Contract

i immediately by giving written notice, if Contractor breaches its obligation under the Contract, or
ii with or without cause, after giving 30 days written notice of termination to Contractor

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

46 **SALVAGE**

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

47 **COMPLIANCE WITH CODES**

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

48 **INDEMNITY**

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

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

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

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

Contractor shall, at its own expense, settle or defend any claim, suit or action brought against County and shall protect and save harmless County from all and every demand for damages, royalties or fees for any patented invention or process used by it in connection with the work done, process used or material furnished under this Contract, and shall pay any final judgement for damages, attorneys fees and costs which may be awarded against County

51 **LAWS AND ORDINANCES**

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

52 **WARRANTY**

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

53 **PERMITS AND LICENSES**

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

54. **NOTICE**

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

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

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

55 **FORCE MAJEURE**

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence

56 **APPLICABLE LAWS**

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

57 **ENTIRETY OF AGREEMENT AND MODIFICATION**

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

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

58 **SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS**

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

59 **GOVERNING LAW; VENUE**

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

60 **LINES AND GRADES**

The Engineer will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor

The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed All control stakes, marks, etc shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Engineer at the Contractor's expense

61 **EMPLOYMENT VERIFICATION**

The Immigration Reform and Control Act (IRCA) of 1986 prohibits contractors from knowingly hiring illegal workers Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9 In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/ or Subcontractor paying the County the amount of $60 00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition

SECTION V
SPECIFICATIONS

PROJECT: HUGHES ROAD RECONSTRUCTION
(HWY. 3 TO HUMBLE CAMP RD.)

COUNTY: GALVESTON

"The Enclosed Texas Department of Transportation specifications, special provisions, special specifications, general notes and specification data in this document have been selected by me or prepared under my responsible supervision as being applicable to this project "

STATE OF TEXAS
BRAD S. MATLOCK
102246
LICENSED
PROFESSIONAL ENGINEER

6-29-11

Engineer
Cobb, Fendley, & Associates, Inc.
Firm No. 274

Date

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All Specifications and Special Provisions applicable to this Project are identified as follows

STANDARD SPECIFICATIONS

"Standard Specifications For Construction and Maintenance of Highways, Streets and Bridges" as adopted by the Texas Department of Transportation, June 1, 2004
The following specifications are included within this document

104 Removing Concrete
105 Removing Stabilized Base and Asphalt Pavement
110 Excavation
164 Seeding for Erosion Control
260 Lime Treatment (Road-Mixed)
305 Salvaging, Hauling, and Stockpiling Reclaimable Asphalt Pavement
340 Dense-Graded Hot-Mix Asphalt (Method)
360 Concrete Pavement
400 Excavation and Backfill for Structures
440 Reinforcing Steel
464 Reinforced Concrete Pipe
465 Manholes and Inlets
496 Removing Structures
500 Mobilization
502 Barricades, Signs, and Traffic Handling
506 Temporary Erosion, Sedimentation, and Environmental Controls
508 Constructing Detours
560 Mailbox Assemblies
636 Aluminum Signs
644 Small Roadside Sign Supports and Assemblies
666 Reflectorized Pavement Markings
760 Cleaning and Reshaping Ditches

SPECIAL SPECIFCATIONS:

02317 Excavation and Backfill for Utilities
02320 Utility Backfill Materials
02506 Polyvinyl Chloride Pipe
02511 Water Lines
02512 Water Tap and Service Line Installation
02513 Wet Connection
02514 Disinfection of Water Lines
02516 Cut, Plug and Abandonment of Water Lines
02520 Fire Hydrants
02521 Gate Valves

SPECIAL PROVISIONS.

Special Provisions to Items 1 Thru 9

GENERAL The above listed specification items are those under which payment is to be made These, together with such other pertinent items, if any, as may be referred to in the above listed specification items, and including the special provisions listed above, constitute the complete specifications for this project No separate payment will be made for any item that is not specifically set forth in the bid sheets and all costs therefore shall be included in the prices named in the bid sheets for the various appurtenant items of work

GENERAL NOTES AND SPECIAL ITEMS

CONSTRUCTION NOTES

1 Contractor shall field verify existing conditions before beginning construction.

2 Contractor shall be responsible for providing security to protect his own property, equipment and work in progress.

3 Contractor shall be responsible for cleaning of streets caused by associated construction at close of each work day

4 Paved surfaces shall be protected from damage by tracked equipment

5. Iron rods disturbed during construction are to be replaced by a registered public land surveyor for the original property owner at no separate pay

6. The contractor shall be responsible for maintaining an updated redlined "record" set of construction drawings on site for inspection by the engineer

7 Contractor must provide fencing around open excavation areas during non-working hours

8 Refer to the SWPPP general notes for proper measures and controls

9 Contractor shall obtain all construction permits required by the standards of the governmental agency having jurisdiction

10 Existing pavements, curbs, sidewalks and driveways damaged or removed during construction shall be replaced to original or better condition

11 Surplus excavated earthen material becomes the property of the contractor and shall be removed and disposed of off-site Include cost of removal and disposal in other items of which this work is a component part, no separate pay The material must be disposed of in a safe and legal manner

12 Adequate drainage shall be maintained at all times during construction Any drainage ditch or structure distributed during construction shall be restored to the satisfaction of the owning authority Damage to existing pavement during construction shall be restored to the satisfaction of the engineer or owning authority

13 Where manholes are located within paved areas, contractor shall set rim elevations to match finished grade elevations. Outside of paved areas, set manhole rims 3 inches (minimum) to 6 inches (maximum) above finished grade Add slope fill around manholes, sloped away and down from manhole ring

14 Contractor shall notify the project engineer & construction manager at least 48 hours prior to the start of any construction

15 Contractor shall provide access to all homeowners along this project at all times unless otherwise authorized specially by the city engineer. Contractor work zones shall not exceed 800' in length unless agreed upon by the city engineer. Work zones shall include stabilized construction entrance and exit at each end

TRAFFIC CONTROL

1 Contractor shall place construction notification signs two weeks prior to start of construction

2 The signs, barricades and markings shown on these drawings constitute minimum requirements and are not intended to cover special circumstances or other conditions that may arise due to unforeseen field conditions The contractor shall place and maintain sufficient additional signs, barricades and warning devices to warn the public and provide for the safe movement of both vehicular and pedestrian traffic Where project requirements are not fully satisfied by the standards shown hereon The "Texas Manual on Uniform Traffic Control Devices" shall govern

3 Barricades, signs, channeling devices, and traffic handling devices as shown shall be adjusted to fit field conditions, as directed by the engineer, at no additional cost

4 Contractor shall insure that all barricades, signs, pavement markings, channeling devices, warning lights, and traffic handling devices are maintained in a clean functional condition at all times

5. The contractor shall provide flag men to aid in the traffic control plan to direct traffic Such flag men shall be certified in accordance with the specifications and shall be paid for by the contractor at no additional cost to the project This does not relieve the contractor of his responsibility of taking other steps necessary for the protection of work and the public

6 Maintenance of all temporary signing is the responsibility of the contractor, including correction of loss/damage due to acts of vandalism or accident

7 All construction signs and barricades placed during any phase of construction shall remain in place until their removal is directed by the engineer

8 All work shall be performed in such manner and sequence which will impose the minimum of interference but provide maximum protection to traffic consistent with the work to be performed

9 Contractor shall contact TXDOT La Marque office, (409)978-2500, at least 48 hours prior to setting up traffic control plan

10 Contractor shall place door hangers along Hughes Road, indicating to residents when construction will begin

11. The contractor who will be performing the work must have a contractor's right-of-entry (R O E) in place prior to beginning any work with in the railroad ROW

DEMOLITION NOTES

1 Refer to traffic control plans for limitations of work zone areas

2 Contractor shall salvage reclaimable asphalt pavement and base and haul offsite to the city of Dickinson public works building at 3120 Deats Road

3 Property owners are responsible for removal of personal property such as pavers, trees, landscaping, irrigation lines, etc prior to start of contract Contractor shall provide property owner 1 week notice prior to start of construction, to allow property owner time to remove personal property within R.O W limits

4 Contractor shall provide access to resident driveways and city streets during demolition phase and construction phase

5 Contractor is responsible for damage to property not shown to be removed in contract

6 All temporary pavement shall be removed at the completion of the project at contractors expense

UNION PACIFIC RAILROAD R.O W NOTES:

1 Under no circumstances is the contractor to excavate next to the track below the bottom of the tie

2 Under no circumstance is the contractor to leave the ties exposed overnight

3 All work including excavating and backfill next to the track shall be completed in the same day and as quickly as possible

4 A Union Pacific Railroad flagman will be present at all time men or equipment are working within 25 feet of the nearest rail

5 All railroad actual costs including flagging and inspection are to be paid by the contractor and actual cost will be reimbursed to the Contractor through Bid Item No 5

SPECIAL ITEMS.

1 Union Pacific Railroad Allowance

a A $5,000 00 allowance shall be set aside for Union Pacific Railroad Permitting and Construction Items
  i Application for Right of Entry Fee
  ii Administrative Fee
  iii U P Flagmen during construction
  iv U P Inspection

2 Item 360 4 B 1

a The stated requirement of 4,400 psi 28 Day Compressive Strength will be changed to 4,000 psi 28 Day Compressive Strength

3 Item 104 3 Measurement

a Acceptable work and materials for "Removing Concrete" shall be measured by the lump sum based on the actual construction limits

4 Item 105 3 Measurement

a. Acceptable work and materials for "Removing Stabilized Base and Asphalt Pavement" shall be measured by the lump sum based on the actual construction limits

5. Item 110 3 Measurement

a Acceptable work and materials for "Excavation" shall be measured by the lump sum based on the actual construction limits

6 Item 496.3 Measurement

a Acceptable work and materials for "Removing Structures" shall be measured by the lump sum based on the actual construction limits

7 Item 502 3 Measurement

a. Acceptable work and materials for "Barricades, Signs, and Traffic Handling" shall be measured by the lump sum based on the actual construction limits

8 Item 560 Mailbox Assemblies (Temporary)

a 560 3 Construction

i Prior to construction of temporary mailbox assemblies, contractor will provide a crushed rock base, as shown on the plans

b 560 4 Measurement

i Acceptable work and materials for "Mailbox Assemblies" shall be measured by the lump sum based on the actual construction limits

9 Item 636 4 & 644 4 Measurement

a Acceptable work and materials for both "Aluminum Signs" and "Small Roadside Sign Supports and Assemblies" shall be combined and measured by each sign assembly

ITEM 104

REMOVING CONCRETE

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 Department 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, unless modified by Article 9 2, "Plans Quantity Measurement " 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

ITEM 105

REMOVING STABILIZED BASE AND ASPHALT PAVEMENT

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 Department 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

When shown on the plans and as directed, stockpile materials designated salvageable at designated sites. 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

ITEM 110
EXCAVATION

110.1. Description. Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections

110.2. Construction. Accept ownership of unsuitable or excess material and dispose of material in accordance with local, state, and federal regulations at locations outside the right of way.

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather, at no additional cost to the Department

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides as directed.

A. **Rock Cuts.** Excavate to finish subgrade Manipulate and compact subgrade in accordance with Article 132.3.D, "Compaction Methods," unless excavation is to clean homogenous rock at finish subgrade elevation. If excavation extends below finish subgrade, use approved embankment material compacted in accordance with Article 132.3.D to replace undercut material at no additional cost.

B. **Earth Cuts.** Excavate to finish subgrade In areas where base or pavement structure will be placed on subgrade, scarify subgrade to a uniform depth at least 6 in below finish subgrade elevation. Manipulate and compact subgrade in accordance with Article 132.3.D, "Compaction Methods "

   If unsuitable material is encountered below subgrade elevations, take corrective measures as directed. Drying required deeper than 6 in. below subgrade elevation will be paid for in accordance with Article 9.4, "Payment for Extra Work." Excavation and replacement of unsuitable material below subgrade elevations will be performed and paid for in accordance with the applicable bid items. However, if Item 132, "Embankment," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9 4

C. **Subgrade Tolerances.** For turnkey construction, excavate to within 1/2 in in cross-section and 1/2 in. in 16 ft. measured longitudinally. For staged construction, excavate to within 0.1 ft. in cross-section and 0.1 ft in 16 ft. measured longitudinally.

110.3. Measurement. This Item will be measured by the cubic yard in its original position as computed by the method of average end areas

This is a plans quantity measurement Item The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement " Additional measurements or calculations will be made if adjustments of quantities are required

Limits of measurement for excavation in retaining wall areas will be as shown on the plans.

Shrinkage or swelling factors will not be considered in determining the calculated quantities

110.4. 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 "Excavation (Roadway)," "Excavation (Channel)," "Excavation (Special)," or "Excavation (Roadway and Channel) " This price is full compensation for authorized excavation; drying; undercutting subgrade and reworking or replacing the undercut material in rock cuts; hauling; disposal of material not used elsewhere on the project; scarification and compaction, and equipment, labor, materials, tools, and incidentals.

When a slide not due to the Contractor's negligence or operation occurs, payments for removal and disposal of the slide material will be in accordance with Article 9.4, "Payment for Extra Work." Excavation in backfill areas of retaining walls will not be measured or paid for directly but will be subsidiary to pertinent Items

ITEM 164

SEEDING FOR EROSION CONTROL

164.1. Description. Provide and install temporary or permanent seeding for erosion control as shown on the plans or as directed

164.2. Materials.

A. **Seed.** Provide seed from the previous season's crop meeting the requirements of the Texas Seed Law, including the testing and labeling for pure live seed (PLS = Purity x Germination) Furnish seed of the designated species, in labeled unopened bags or containers to the Engineer before planting Use within 12 mo From the date of the analysis When Buffalograss is specified, use seed that is treated with KNO_3 (potassium nitrate) to overcome dormancy

Use Tables 1 through 4 to determine the appropriate seed mix and rates as specified on the plans

Table 1
Permanent Rural Seed Mix

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/ac.)		Species and Rates (lb. PLS/ac.)	
1 (Paris) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 2	Bermudagrass	1 5
	Bermudagrass	1.8	Bahiagrass (Pensacola)	6 0
	Little Bluestem (Native)	1 7	Sand Lovegrass	0 6
	Illinois Bundleflower	1 0	Weeping Lovegrass (Ermelo)	0 8
			Partridge Pea	1 0
2 (Ft Worth) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	2 7	Sand Lovegrass	0 5
	Bermudagrass	0 9	Bermudagrass	1 8
	Little Bluestem (Native)	1 0	Weeping Lovegrass (Ermelo)	0 8
	Blue Grama (Hachita)	0 9	Sand Dropseed	0 4
	Illinois Bundleflower	1 0	Partridge Pearl	1 0
3 (Wichita Falls) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	2 7	Bermudagrass	1 2
	Bermudagrass	0 9	Sand Dropseed	0 4
	Buffalograss (Texoka)	1 6	Sand Bluestem	2 4
	Western Wheatgrass	2 1	Sand Lovegrass	0 3
	Blue Grama (Hachita)	0 6	Weeping Lovegrass (Ermelo)	0 6
	Illinois Bundleflower	1 0	Purple Prairieclover	0.5
4 (Amarillo) Feb 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	3 6	Weeping Lovegrass (Ermelo)	0 8
	Blue Grama (Hachita)	1 2	Blue Grama (Hachita)	1 0
	Buffalograss (Texoka)	1.6	Sand Dropseed	0 3
	Illinois Bundleflower	1 0	Sand Bluestem	1.8
			Purple Prairieclover	0 5
5 (Lubbock) Feb 15 - May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	3 6	Weeping Lovegrass (Ermelo)	0 8
	Blue Grama (Hachita)	1 2	Blue Grama (Hachita)	1 0
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 3
	Illinois Bundleflower	1 0	Sand Bluestem	1 8
			Purple Prairieclover	0 5

Table 1 (continued)
Permanent Rural Seed Mix

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/ac.)		Species and Rates (lb. PLS/ac.)	
6 (Odessa) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	2 3	Blue Grama	0 8
	Blue Grama (Hachita)	0 8	Sand Dropseed	0 4
	Alkali Sacaton	0 4	Weeping Lovegrass (Ermelo)	0 6
	Galleta	2 1	Indian Ricegrass	3 0
	Illinois Bundleflower	1 0	Purple Prairieclover	0 5
7 (San Angelo) Feb 1 - May 1	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	2 7	Sideoats Grama (Haskell)	2 7
	Buffalograss (Texoka)	1 6	Weeping Lovegrass (Ermelo)	0 6
	Little Bluestem (Native)	1 7	Sand Dropseed	0 4
	Blue Grama (Hachita)	0 9	Purple Prairieclover	0 5
	Galleta	1.6		
	Illinois Bundleflower	1 0		
8 (Abilene) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	2 7	Sand Bluestem	3 0
	Blue Grama (Hachita)	0 9	Weeping Lovegrass (Ermelo)	1 2
	Galleta	1 6	Sand Dropseed	0 5
	Buffalograss (Texoka)	1 6	Purple Prairieclover	0 5
	Little Bluestem (Native)	1 7		
	Illinois Bundleflower	1 0		
9 (Waco) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	1 2	Bermudagrass	2 4
	Sideoats Grama (Haskell)	3 6	Sand Dropseed	0 5
	Little Bluestem (Native)	2 0	Weeping Lovegrass (Ermelo)	0 8
	Illinois Bundleflower	1 0	Partridge Pea	1 0
10 (Tyler) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	1 8	Bermudagrass	1 8
	Bahiagrass (Pensacola)	9 0	Bahiagrass (Pensacola)	9 0
	Sideoats Grama (Haskell)	2 7	Weeping Lovegrass (Ermelo)	0 5
	Illinois Bundleflower	1 0	Sand Lovegrass	0 5
			Lance-Leaf Coreopsis	1 0
11 (Lufkin) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	1 8	Bermudagrass	2 1
	Bahiagrass (Pensacola)	9 0	Bahiagrass (Pensacola)	9 0
	Sideoats Grama (Haskell)	2 7	Sand Lovegrass	0 5
	Illinois Bundleflower	1 0	Lance-Leaf Coreopsis	1 0
12 (Houston) Jan 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	2 1	Bermudagrass	2 4
	Sideoats Grama (Haskell)	3 2	Bahiagrass (Pensacola)	10 5
	Little Bluestem (Native)	1 4	Weeping Lovegrass (Ermelo)	0 5
	Illinois Bundleflower	1 0	Lance-Leaf Coreopsis	1 0
13 (Yoakum) Jan 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 6	Bermudagrass	1 8
	Bermudagrass	1 8	Bahiagrass (Pensacola)	6 0
	Little Bluestem (Native)	1 4	Sand Lovegrass	0 6
	Illinois Bundleflower	1 0	Weeping Lovegrass (Ermelo)	0 6
			Partridge Pea	1 0

Table 1 (continued)
Permanent Rural Seed Mix

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/ac.)		Species and Rates (lb. PLS/ac.)	
14 (Austin) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	0 9	Bermudagrass	2.4
	Sideoats Grama (Haskell)	2 7	Weeping Lovegrass (Ermelo)	0 8
	Little Bluestem (Native)	1 0	Sand Lovegrass	0 8
	Blue Grama (Hachita)	0 9	Partridge Pea	1 0
	Illinois Bundleflower	1 0		
15 (San Antonio) Feb 1 – May 1	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	1 2	Bermudagrass	1 8
	Sideoats Grama (Haskell)	2 7	Lehmanns Lovegrass	0 6
	Little Bluestem (Native)	1 4	Sand Lovegrass	0 6
	Plains Bristlegrass	1 2	Buffelgrass (Common)	0 4
	Illinois Bundleflower	1 0	Partridge Pea	1 0
16 (Corpus Christi) Jan 1 – May 1	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	2 7	Bermudagrass	1 8
	Bermudagrass	1 8	Buffelgrass (Common)	0 4
	Buffalograss (Texoka)	1 6	Sand Lovegrass	0 6
	Plains Bristlegrass	1 2	Lehmanns Lovegrass	0 6
	Illinois Bundleflower	1.0	Purple Prairieclover	0 5
17 (Bryan) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	1 5	Bermudagrass	1 5
	Sideoats Grama (Haskell)	3 6	Bahiagrass (Pensacola)	7 5
	Little Bluestem (Native)	1 7	Weeping Lovegrass (Ermelo)	0 6
	Illinois Bundleflower	1 0	Sand Lovegrass	0 6
			Lance-Leaf Coreopsis	1 0
18 (Dallas) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	1 2	Bermudagrass	1 8
	Sideoats Grama (El Reno)	2 7	Weeping Lovegrass (Ermelo)	0 6
	Little Bluestem (Native)	2 0	Sand Lovegrass	0 6
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 4
	Illinois Bundleflower	1 0	Partridge Pea	1 0
19 (Atlanta) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	2 4	Bermudagrass	2 1
	Sideoats Grama (Haskell)	4 5	Bahiagrass (Pensacola)	7 5
	Illinois Bundleflower	1 0	Sand Lovegrass	0 6
			Lance-Leaf Coreopsis	1 0
20 (Beaumont) Jan 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	2 7	Bermudagrass	2 1
	Sideoats Grama (Haskell)	4 1	Bahiagrass (Pensacola)	7 5
	Illinois Bundleflower	1 0	Sand Lovegrass	0 6
			Lance-Leaf Coreopsis	1 0
21 (Pharr) Jan 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 6	Bermudagrass	1 8
	Plains Bristlegrass	1 2	Buffelgrass (Common)	0 4
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 4
	Bermudagrass	1 2	Lehmanns Lovegrass	0 6
	Illinois Bundleflower	1 0	Purple Prairieclover	0 5

Table 1 (continued)
Permanent Rural Seed Mix

District and Planting Dates	Clay Soils		Sandy Soils	
	Species and Rates (lb. PLS/ac.)		Species and Rates (lb. PLS/ac.)	
22 (Laredo) Jan 15 – May 1	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 6	Bermudagrass	1 8
	Bermudagrass	1 2	Buffelgrass (Common)	0 4
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 4
	Plains Bristlegrass	1 2	Lehmanns Lovegrass	0 6
	Illinois Bundleflower	1 0	Purple Prairieclover	0 5
23 (Brownwood) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	2 7	Bermudagrass	1 8
	Bermudagrass	0 6	Weeping Lovegrass (Ermelo)	0 6
	Blue Grama (Hachita)	0 9	Sand Lovegrass	0 6
	Galleta	2 1	Sand Dropseed	0 4
	Illinois Bundleflower	1 0	Purple Prairieclover	0 5
24 (El Paso) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0.3
	Sideoats Grama (Butte)	2 7	Sand Dropseed	0 4
	Blue Grama (Hachita)	0 9	Lehmanns Lovegrass	0 9
	Galleta	2 1	Blue Grama (Hachita)	1 0
	Alkali Sacaton	0 4	Indian Ricegrass	1 6
	Illinois Bundleflower	1 0	Purple Prairieclover	0 5
25 (Childress) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	2 7	Weeping Lovegrass (Ermelo)	1 2
	Blue Grama (Hachita)	0 9	Sand Dropseed	0 5
	Western Wheatgrass	2 1	Sand Lovegrass	0 8
	Galleta	1 6	Purple Prairieclover	0 5
	Illinois Bundleflower	1 0		

Table 2
Permanent Urban Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/ac.)		Sandy Soils Species and Rates (lb. PLS/ac.)	
1 (Paris) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	2 4	Bermudagrass	5 4
	Sideoats Grama (Haskell)	4 5		
2 (Ft Worth) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	3 6	Sideoats Grama (El Reno)	3 6
	Bermudagrass	2 4	Bermudagrass	2 1
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 3
3 (Wichita Falls) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	4 5	Sideoats Grama (El Reno)	3 6
	Bermudagrass	1 8	Bermudagrass	1 8
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 4
4 (Amarillo) Feb 15 – May 15	Green Sprangletop	0.3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	3 6	Sideoats Grama (El Reno)	2 7
	Blue Grama (Hachita)	1 2	Blue Grama (Hachita)	0 9
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 4
			Buffalograss (Texoka)	1 6
5 (Lubbock) Feb 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	3 6	Sideoats Grama (El Reno)	2 7
	Blue Grama (Hachita)	1 2	Blue Grama (Hachita)	0 9
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 4
			Buffalograss (Texoka)	1 6
6 (Odessa) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 6	Sideoats Grama (Haskell)	2 7
	Blue Grama (Hachita)	1 2	Sand Dropseed	0 4
	Buffalograss (Texoka)	1 6	Blue Grama (Hachita)	0 9
			Buffalograss (Texoka)	1 6
7 (San Angelo) Feb 1 – May 1	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	7 2	Sideoats Grama (Haskell)	3 2
	Buffalograss (Texoka)	1 6	Sand Dropseed	0 3
			Blue Grama (Hachita)	0 9
			Buffalograss (Texoka)	1 6

Table 2 (continued)
Permanent Urban Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/ac.)		Sandy Soils Species and Rates (lb. PLS/ac.)	
8 (Abilene) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3.6	Sand Dropseed	0 3
	Blue Grama (Hachita)	1 2	Sideoats Grama (Haskell)	3 6
	Buffalograss (Texoka)	1 6	Blue Grama (Hachita)	0 8
			Buffalograss (Texoka)	1 6
9 (Waco) Feb 1 – May 15	Green Sprangletop	0.3	Green Sprangletop	0 3
	Bermudagrass	1 8	Buffalograss (Texoka)	1 6
	Buffalograss (Texoka)	1 6	Bermudagrass	3 6
	Sideoats Grama (Haskell)	4 5	Sand Dropseed	0.4
10 (Tyler) Feb 1 – May 15	Green Sprangletop	0.3	Green Sprangletop	0 3
	Bermudagrass	2.4	Bermudagrass	5 4
	Sideoats Grama (Haskell)	4 5		
11 (Lufkin) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	2 4	Bermudagrass	5 4
	Sideoats Grama (Haskell)	4 5		
12 (Houston) Jan 15 - May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	4 5	Bermudagrass	5 4
	Bermudagrass	2 4		
13 (Yoakum) Jan 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	4 5	Bermudagrass	5 4
	Bermudagrass	2 4		
14 (Austin) Feb 1 – May 15	Green Sprangletop	0.3	Green Sprangletop	0 3
	Bermudagrass	2 4	Bermudagrass	4 8
	Sideoats Grama (Haskell)	3 6	Buffalograss (Texoka)	1 6
	Buffalograss (Texoka)	1 6		
15 (San Antonio) Feb 1 – May 1	Green Sprangletop	0.3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 6	Bermudagrass	4 8
	Bermudagrass	2 4	Buffalograss (Texoka)	1 6
	Buffalograss (Texoka)	1 6		
16 (Corpus Christi) Jan 1 – May 1	Green Sprangletop	0.3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 6	Bermudagrass	4 8
	Bermudagrass	2 4	Buffalograss (Texoka)	1 6
	Buffalograss (Texoka)	1 6		

Table 2 (continued)
Permanent Urban Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/ac.)		Sandy Soils Species and Rates (lb. PLS/ac.)	
17 (Bryan) Feb. 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	2.4	Bermudagrass	5 4
	Sideoats Grama (Haskell)	4.5		
18 (Dallas) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	3 6	Buffalograss (Texoka)	1 6
	Buffalograss (Texoka)	1 6	Bermudagrass	3.6
	Bermudagrass	2 4	Sand Dropseed	0 4
19 (Atlanta) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	2 4	Bermudagrass	5 4
	Sideoats Grama (Haskell)	4 5		
20 (Beaumont) Jan 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Bermudagrass	2 4	Bermudagrass	5 4
	Sideoats Grama (Haskell)	4 5		
21 (Pharr) Jan. 15 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 6	Buffalograss (Texoka)	1 6
	Buffalograss (Texoka)	1 6	Bermudagrass	3 6
	Bermudagrass	2 4	Sand Dropseed	0 4
22 (Laredo) Jan 15 – May 1	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	4 5	Buffalograss (Texoka)	1 6
	Buffalograss (Texoka)	1 6	Bermudagrass	3 6
	Bermudagrass	1 8	Sand Dropseed	0 4
23 (Brownwood) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Haskell)	3 6	Buffalograss (Texoka)	1 6
	Bermudagrass	1 2	Bermudagrass	3 6
	Blue Grama (Hachita)	0 9	Sand Dropseed	0 4
24 (El Paso) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (Butte)	3 6	Buffalograss (Texoka)	1 6
	Blue Grama (Hachita)	1 2	Sand Dropseed	0 4
	Buffalograss (Texoka)	1 6	Blue Grama (Hachita)	1 8
25 (Childress) Feb 1 – May 15	Green Sprangletop	0 3	Green Sprangletop	0 3
	Sideoats Grama (El Reno)	3 6	Sand Dropseed	0 4
	Blue Grama (Hachita)	1 2	Buffalograss (Texoka)	1 6
	Buffalograss (Texoka)	1 6	Bermudagrass	1 8

Table 3
Temporary Cool Season Seeding

Districts	Dates	Seed Mix and Rates (lb./ac.)	
Paris (1), Amarillo (4), Lubbock (5), Dallas (18)	September 1 – November 30	Tall Fescue Western Wheatgrass Wheat (Red, Winter)	4 5 5 6 34
Odessa (6), San Angelo (7), El Paso (24)	September 1 – November 30	Western Wheatgrass Wheat (Red, Winter)	8 4 50
Waco (9), Tyler (10), Lufkin (11), Austin (14), San Antonio (15), Bryan (17), Atlanta (19)	September 1 – November 30	Tall Fescue Oats Wheat	4 5 24 34
Houston (12), Yoakum (13), Corpus Christi (16), Beaumont (20), Pharr (21), Laredo (22)	September 1 – November 30	Oats	72
Ft Worth (2), Wichita Falls (3), Abilene (8), Brownwood (23), Childress (25)	September 1 – November 30	Tall Fescue Western Wheatgrass Cereal Rye	4 5 5.6 34

Table 4
Temporary Warm Season Seeding

Districts	Dates	Seed Mix and Rates (lb /ac.)	
All	May 1 – August 31	Foxtail Millet	34

B. **Fertilizer.** Use fertilizer in conformance with Article 166 2, "Materials "

C. **Vegetative Watering.** Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation

D. **Mulch.**

1. **Straw or Hay Mulch.** Use straw or hay mulch in conformance with Article 162 2 E, "Mulch "
2. **Cellulose Fiber Mulch.** Use only cellulose fiber mulches that are on the approved list published in "Field Performance of Erosion Control Products," available from the Maintenance Division Submit 1 full set of manufacturer's literature for the selected material Keep mulch dry until applied Do not use molded or rotted material

E. **Tacking Methods.** Use a tacking agent applied in accordance with the manufacturer's recommendations or a crimping method on all straw or hay mulch operations Tacking agents must be approved before use, or specified on the plans

164.3. Construction. Cultivate the area to a depth of 4 in before placing the seed unless otherwise directed When performing permanent seeding after an established temporary seeding, cultivate the seedbed to a depth of 4 in or mow the area before placement of the permanent seed Plant the seed specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans

A. **Broadcast Seeding.** Distribute the seed or seed mixture uniformly over the areas shown on the plans using hand or mechanical distribution or hydro-seeding on top of the soil When seed and water are to be distributed as a slurry during hydro-seeding, apply the mixture to the area to be seeded within 30 min of placement of components in the equipment Roll the planted area with a light roller or other suitable equipment Roll sloped areas along the contour of the slopes

B. **Straw or Hay Mulch Seeding.** Plant seed according to Section 164 3.A, "Broadcast Seeding " Immediately after planting the seed or seed mixture, apply straw or hay mulch uniformly over the seeded area Apply straw mulch at 2 to 2 5 tons per acre Apply hay mulch at 1 5 to 2 tons per acre Use a tacking method over the mulched area.

C. **Cellulose Fiber Mulch Seeding.** Plant seed according to Section 164 3.A, "Broadcast Seeding " Immediately after planting the seed or seed mixture, apply cellulose fiber mulch uniformly over the seeded area at the following rates

- Sandy Soils with slopes of 3 1 or less—2500 lb. per acre
- Sandy Soils with slopes greater than 3 1—3000 lb per acre
- Clay Soils with slopes of 3 1 or less—2000 lb per acre
- Clay Soils with slopes greater than 3·1—2300 lb per acre

Cellulose fiber mulch rates are based on dry weight of mulch per acre Mix cellulose fiber mulch and water to make a slurry and apply uniformly over the seeded area using suitable equipment

D. **Drill Seeding.** Plant seed or seed mixture uniformly over the area shown on the plans at a depth of 1/4 to 1/3 in using a pasture or rangeland type drill Plant seed along the contour of the slopes

E. **Straw or Hay Mulching.** Apply straw or hay mulch uniformly over the area as indicated on the plans Apply straw mulch at 2 to 2 5 tons per acre Apply hay mulch at 1 5 to 2 tons per acre Use a tacking method over the mulched area

Apply fertilizer in conformance with Article 166 3, "Construction." Seed and fertilizer may be distributed simultaneously during "Broadcast Seeding" operations, provided each component is applied at the specified rate When temporary and permanent seeding are both specified for the same area, apply half of the required fertilizer during the temporary seeding operation and the other half during the permanent seeding operation

Water the seeded areas at the rates and frequencies as shown on the plans or as directed

164.4. Measurement. This Item will be measured by the square yard or by the acre.

164.5. Payment The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Broadcast Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Broadcast Seeding (Temp)" of warm or cool season specified, "Straw or Hay Mulch Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Straw or Hay Mulch Seeding (Temp)" of warm or cool season specified, "Cellulose Fiber Mulch Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Cellulose Fiber Mulch Seeding (Temp)" of warm or cool season specified, "Drill Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Drill Seeding (Temp)" of warm or cool season specified, and "Straw or Hay Mulching " This price is full compensation for furnishing materials, including water for hydro-seeding and hydro-mulching operations, mowing, labor, equipment, tools, supplies, and incidentals Fertilizer will not be paid for directly but will be subsidiary to this Item Water for irrigating the seeded area, when specified, will be paid for under Item 168, "Vegetative Watering "

ITEM 260

LIME TREATMENT (ROAD-MIXED)

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. **Flexible Base** Furnish base material that meets the requirements of Item 247, "Flexible Base," for the type and grade shown on the plans, before the addition of lime

C. **Water.** Furnish water free of industrial wastes and other objectionable material

D. **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

E. **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 Department 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 slurrying 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 E, "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

Table 1
Gradation Requirements (Minimum % Passing)

Sieve Size	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 Department

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 E, "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 1/4 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 Courses[1]

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 When proof rolling is shown on the plans or directed by the Engineer, it will be paid for in accordance with Item 216, "Proof Rolling "

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

ITEM 305

SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT

305.1. Description. Salvage, haul, and stockpile existing asphalt material.

305.2. Construction. Remove dirt, raised pavement markings, and other debris, as directed Remove the reclaimable asphalt material as shown on the plans or as directed Unless otherwise shown on the plans, ensure that 95% of the reclaimed material passes a 2-in. sieve. Do not contaminate asphalt material during its removal, transportation, or storage. Repair pavement to remain that is damaged by the removal operations

Provide a clean, smooth, and well-drained stockpile area free of trash, weeds, and grass Separate different types or quality of asphalt material into different stockpiles as directed Stockpile material as shown on the plans or as directed

The Department retains ownership of the reclaimed asphalt material, unless otherwise shown on the plans. The plans or the Engineer may allow or require the use of salvaged material for other Items in the Contract. If not used in other construction items of this Contract, stockpile the salvaged material at the location shown on the plans or as directed.

305.3. Measurement. This Item will be measured by the cubic yard of material calculated by the average end area method in the stockpile, or by the square yard in its original position.

305.4. 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 "Salvaging, Hauling, and Stockpiling Reclaimable Asphalt Pavement" for cubic yard measurement, and for "Salvaging, Hauling, and Stockpiling Reclaimable Asphalt Pavement (Depth Specified)" for square yard measurement This price is full compensation for cleaning and removing existing pavement, stockpile area preparation, loading, crushing or breaking, hauling, and stockpiling material; and material, equipment, labor, tools, supplies, and incidentals.

ITEM 340

DENSE-GRADED HOT-MIX ASPHALT (METHOD)

340.1. Description. Construct a pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant

340.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications

Notify the Engineer of all material sources Notify the Engineer before changing any material source or formulation When the Contractor makes a source or formulation change, the Engineer will verify that the requirements of this Item are met and may require a new laboratory mixture design, trial batch, or both The Engineer may sample and test project materials at any time during the project to verify compliance

A **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1, and as specified in this Section, unless otherwise shown on the plans Provide aggregate stockpiles that meet the definition in this Section for either coarse aggregate or fine aggregate When reclaimed asphalt pavement (RAP) is allowed by plan note, provide RAP stockpiles in accordance with this Section Aggregate from RAP is not required to meet Table 1 requirements unless otherwise shown on the plans Supply mechanically crushed gravel or stone aggregates that meet the definitions in Tex-100-E The Engineer will designate the plant or the quarry as the sampling location Samples must be from materials produced for the project The Engineer will establish the surface aggregate classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1 Document all test results on the mixture design report The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II Do not add material to an approved stockpile from sources that do not meet the aggregate quality requirements of the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) unless otherwise approved

1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No 8 sieve Provide aggregates from sources listed in the BRSQC Provide aggregate from nonlisted sources only when tested by the Engineer and approved before use Allow 30 calendar days for the Engineer to sample, test, and report results for nonlisted sources

   Provide coarse aggregate with at least the minimum SAC shown on the plans SAC requirements apply only to aggregates used on the surface of travel lanes, unless otherwise shown on the plans The SAC for sources on the Department's AQMP is listed in the BRSQC.

   Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate in order to meet requirements for Class A materials When blending Class A and B aggregates to meet a Class A requirement, ensure that at least 50% by weight of the material retained on the No 4 sieve comes from the Class A aggregate source Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0 300 When blending, do not use Class C or D aggregates For blending purposes, coarse aggregate from RAP will be considered as Class B aggregate

2. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement Crush or break RAP so that 100% of the particles pass the 2-in sieve.

   RAP from either Contractor- or Department-owned sources, including RAP generated during the project, is permitted only when shown on the plans Department-owned RAP, if allowed for use, will be available at the location shown on the plans When RAP is used, determine asphalt content and gradation for mixture design purposes. Perform other tests on RAP when shown on the plans

   When RAP is allowed by plan note, use no more than 30% RAP in Type A or B mixtures unless otherwise shown on the plans For all other mixtures, use no more than 20% RAP unless otherwise shown on the plans

Do not use RAP contaminated with dirt or other objectionable materials. Do not use the RAP if the decantation value exceeds 5% and the plasticity index is greater than 8 Test the stockpiled RAP for decantation in accordance with the laboratory method given in Tex-406-A, Part I Determine the plasticity index using Tex-106-E if the decantation value exceeds 5% The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles Remove unused Contractor-owned RAP material from the project site upon completion of the project Return unused Department-owned RAP to the designated stockpile location

3. **Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands Fine aggregate stockpiles must meet the gradation requirements in Table 2 Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities At most 15% of the total aggregate may be field sand or other uncrushed fine aggregate. With the exception of field sand, use fine aggregate from coarse aggregate sources that meet the requirements shown in Table 1, unless otherwise approved

If 10% or more of the stockpile is retained on the No 4 sieve, test the stockpile and verify that it meets the requirements in Table 1 for coarse aggregate angularity (Tex-460-A) and flat and elongated particles (Tex-280-F)

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	AQMP	As shown on plans
Deleterious material, %, max	Tex-217-F, Part I	1 5
Decantation, %, max	Tex-217-F, Part II	1 5
Micro-Deval abrasion, %, max	Tex-461-A	Note 1
Los Angeles abrasion, %, max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, max	Tex-411-A	30[2]
Coarse aggregate angularity, 2 crushed faces, %, min	Tex 460-A, Part I	85[3]
Flat and elongated particles @ 5 1, %, max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, max	Tex-107-E	3
Combined Aggregate[4]		
Sand equivalent, %, min	Tex-203-F	45

1 Not used for acceptance purposes Used by the Engineer as an indicator of the need for further investigation
2 Unless otherwise shown on the plans
3 Unless otherwise shown on the plans Only applies to crushed gravel
4 Aggregates, without mineral filler, RAP, or additives, combined as used in the job-mix formula (JMF)

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

B. **Mineral Filler.** Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash Mineral filler is allowed unless otherwise shown on the plans Do not use more than 2% hydrated lime or cement, unless otherwise shown on the plans The plans may require or disallow specific mineral fillers When used, provide mineral filler that

- is sufficiently dry, free-flowing, and free from clumps and foreign matter,
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E, and
- meets the gradation requirements in Table 3

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

C **Baghouse Fines.** Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

D. **Asphalt Binder.** Furnish the type and grade of performance-graded (PG) asphalt binder specified on the plans in accordance with Section 300.2 J, "Performance-Graded Binders "

E. **Tack Coat.** Unless otherwise shown on the plans or approved, furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions "

Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use If required, verify that emulsified asphalt proposed for use meets the minimum residual asphalt percentage specified in Item 300, "Asphalts, Oils, and Emulsions '

The Engineer will obtain at least 1 sample of the tack coat binder per project and test it to verify compliance with Item 300 The Engineer will obtain the sample from the asphalt distributor immediately before use

F. **Additives.** When shown on the plans, use the type and rate of additive specified Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved

If lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents " Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum

340 3. Equipment. Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

340.4. Construction. Design, produce, store, transport, place, and compact the specified paving mixture in accordance with the requirements of this Item Unless otherwise shown on the plans, provide the mix design The Department will perform quality assurance (QA) testing Provide quality control (QC) testing as needed to meet the requirements of this Item

A. **Mixture Design.**

1. **Design Requirements.** Use a Level II specialist certified by a Department-approved hot-mix asphalt certification program to develop the mixture design Have the Level II specialist sign the design documents Unless otherwise shown on the plans, use the typical weight design example given in Tex-204-F, Part I, to design a mixture meeting the requirements listed in Tables 1 through 6 Use an approved laboratory to perform the Hamburg Wheel test and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test The Construction Division maintains a list of approved laboratories Furnish the Engineer with representative samples of all materials used in the mixture design The Engineer will verify the mixture design. If the design cannot be verified by the Engineer, furnish another mixture design

The Contractor may submit a new mixture design at anytime during the project The Engineer will approve all mixture designs before the Contractor can begin production

Provide the Engineer with a mixture design report using Department-provided software Include the following items in the report

- the combined aggregate gradation, source, specific gravity, and percent of each material used,
- results of all applicable tests,
- the mixing and molding temperatures,
- the signature of the Level II person or persons who performed the design,
- the date the mixture design was performed, and
- a unique identification number for the mixture design

Table 4
Master Gradation Bands (% Passing by Weight or Volume) and Volumetric Properties

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
1-1/2"	98 0–100 0	–	–	–	–
1"	78 0–94 0	98 0–100 0	–	–	–
3/4"	64 0–85 0	84 0–98 0	95 0–100 0	–	–
1/2"	50 0- 70 0	–	–	98 0–100 0	–
3/8"	–	60 0–80 0	70 0 -85 0	85 0–100 0	98 0–100 0
#4	30 0–50 0	40 0–60 0	43 0–63 0	50 0–70 0	80 0–86 0
#8	22 0–36 0	29 0–43 0	32 0–44 0	35 0–46 0	38 0–48 0
#30	8 0–23 0	13 0–28 0	14 0–28 0	15 0–29 0	12 0–27 0
#50	3 0–19 0	6 0–20 0	7 0–21 0	7 0–20 0	6 0–19 0
#200	2 0–7 0	2 0–7 0	2 0–7 0	2 0–7 0	2 0–7 0
Design VMA[1], % Minimum					
–	12 0	13 0	14 0	15 0	16 0
Plant-Produced VMA, % Minimum					
–	11 0	12 0	13 0	14 0	15 0

1 Voids in Mineral Aggregates

Table 5
Laboratory Mixture Design Properties

Property	Test Method	Requirement
Target laboratory-molded density, %	Tex-207-F	96 0[1]
Tensile strength (dry), psi (molded to 93% ±1% density)	Tex-226-F	85–200[2]
Boil test[3]	Tex-530-C	–

1 Unless otherwise shown on the plans
2 May exceed 200 psi when approved and may be waived when approved
3 Used to establish baseline for comparison to production results May be waived when approved

Table 6
Hamburg Wheel Test Requirements[1]

High-Temperature Binder Grade	Minimum # of Passes[2] @ 0.5" Rut Depth, Tested @ 122°F
PG 64 or lower	10,000
PG 70	15,000
PG 76 or higher	20 000

1 Tested in accordance with Tex-242-F
2 May be decreased or waived when shown on the plans

B. Job-Mix Formula Approval The job-mix formula (JMF) is the combined aggregate gradation and target asphalt percentage used to establish target values for mixture production. JMF is the original laboratory mixture design used to produce the trial batch The Engineer and the Contractor will verify JMF based on plant-produced mixture from the trial batch unless otherwise approved The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF If the JMF is not verified by the Engineer from the trial batch, adjust the JMF or redesign the mix and produce as many trial batches as necessary to verify the JMF

Provide the Engineer with split samples of the mixtures and blank samples used to determine the ignition oven correction factors The Engineer will determine the aggregate and asphalt correction factors from the ignition oven using Tex-236-F

The Engineer will use a Texas gyratory compactor calibrated in accordance with Tex-914-F in molding production samples

The Engineer will perform Tex-530-C and retain the tested sample for comparison purposes during production The Engineer may waive the requirement for the boil test

C. JMF Field Adjustments. Produce a mixture of uniform composition closely conforming to the approved JMF

If, during initial days of production, the Contractor or Engineer determines that adjustments to the JMF are necessary to achieve the specified requirements, or to more nearly match the aggregate production, the Engineer may allow adjustment of the JMF within the tolerances of Table 7 without a laboratory redesign of the mixture

The Engineer will adjust the asphalt content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

Table 7
Operational Tolerances

Description	Test Method	Allowable Difference from JMF Target
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	±5 0[1]
Individual % retained for sieves smaller than #8 and larger than #200		±3 0[1]
% passing the #200 sieve		±2 0[1]
Asphalt content, %	Tex-236-F	±0 3[1]
Laboratory-molded density, %	Tex-207-F	±1 0
VMA, %, min		Note 2

1 When within these tolerances, mixture production gradations may fall outside the master grading limits, however, the percent passing the #200 sieve will be considered out of tolerance when outside the master grading limits
2 Test and verify that Table 4 requirements are met

D. **Production Operations.** Perform a new trial batch when the plant or plant location is changed The Engineer may suspend production for noncompliance with this Item Take corrective action and obtain approval to proceed after any production suspension for noncompliance

1. **Operational Tolerances.** During production, do not exceed the operational tolerances in Table 7 Stop production if testing indicates tolerances are exceeded on
   - 3 consecutive tests on any individual sieve,
   - 4 consecutive tests on any of the sieves, or
   - 2 consecutive tests on asphalt content

   Begin production only when test results or other information indicate, to the satisfaction of the Engineer, that the next mixture produced will be within Table 7 tolerances

2. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions" or outside the manufacturer's recommended values On a daily basis, provide the Engineer with the records of asphalt binder and hot-mix asphalt discharge temperatures in accordance with Item 320, "Equipment for Asphalt Concrete Pavement " Unless otherwise approved, do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr

3. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F The Department will not pay for or allow placement of any mixture produced at more than 350°F Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant

E. **Hauling Operations.** Before use, clean all truck beds to ensure mixture is not contaminated When a release agent is necessary to coat truck beds, use a release agent on the approved list maintained by the Construction Division

F. **Placement Operations.** Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture Offset longitudinal joints of successive courses of hot mix by at least 6 in Place mixture so longitudinal joints on the surface course coincide with lane lines, or as directed Ensure that all finished surfaces will drain properly Place mixture within the compacted lift thickness shown in Table 8, unless otherwise shown on the plans or allowed

Table 8
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness	
	Minimum (in)	Maximum (in.)
A	3 00	6 00
B	2 50	5 00
C	2 00	4 00
D	1 50	3 00
F	1 25	2 50

1. **Weather Conditions.** Place mixture when the roadway surface temperature is 60°F or higher unless otherwise approved Measure the roadway surface temperature with a handheld infrared thermometer. Unless otherwise shown on the plans, place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable in the opinion of the Engineer.
2. **Tack Coat.** Clean the surface before placing the tack coat Unless otherwise approved, apply tack coat uniformly at the rate directed by the Engineer The Engineer will set the rate between 0 04 and 0.10 gal of residual asphalt per square yard of surface area. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures Roll the tack coat with a pneumatic-tire roller when directed The Engineer may use Tex-243-F to verify that the tack coat has adequate adhesive properties The Engineer may suspend paving operations until there is adequate adhesion

G. Lay-Down Operations.

1. **Minimum Mixture Placement Temperatures.** Use Table 9 for suggested minimum mixture placement temperatures
2. **Windrow Operations.** When hot mix is placed in windrows, operate windrow pickup equipment so that substantially all the mixture deposited on the roadbed is picked up and loaded into the paver

Table 9
Suggested Minimum Mixture Placement Temperature

High-Temperature Binder Grade	Minimum Placement Temperature (Before Entering Paver)
PG 64 or lower	260°F
PG 70	270°F
PG 76	280°F
PG 82 or higher	290°F

H. Compaction. Use air void control unless ordinary compaction control is specified on the plans Avoid displacement of the mixture If displacement occurs, correct to the satisfaction of the Engineer Ensure pavement is fully compacted before allowing rollers to stand on the pavement Unless otherwise directed, use only water or an approved release agent on rollers, tamps, and other compaction equipment Keep diesel, gasoline, oil, grease, and other foreign matter off the mixture Unless otherwise directed, operate vibratory rollers in static mode when not compacting, when changing directions, or when the plan depth of the pavement mat is less than 1-1/2 in

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with the rollers The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed When directed, sprinkle the finished mat with water or limewater to expedite opening the roadway to traffic.

1. **Air Void Control.** Compact dense-graded hot-mix asphalt to contain from 5% to 9% in-place air voids Do not increase the asphalt content of the mixture to reduce pavement air voids
   a. **Rollers.** Furnish the type, size, and number or rollers required for compaction, as approved Use a pneumatic-tire roller to seal the surface, unless otherwise shown on the plans Use additional rollers as required to remove any roller marks

b. **Air Void Determination.** Unless otherwise shown on the plans, obtain 2 roadway specimens at each location selected by the Engineer for in-place air void determination The Engineer will measure air voids in accordance with Tex-207-F and Tex-227-F Before drying to a constant weight, cores may be predried using a Corelok or similar vacuum device to remove excess moisture The Engineer will use the average air void content of the 2 cores to calculate the in-place air voids at the selected location

c **Air Voids Out of Range.** If the in-place air void content in the compacted mixture is below 5% or greater than 9%, change the production and placement operations to bring the in-place air void content within requirements The Engineer may suspend production until the in-place air void content is brought to the required level, and may require a test section as described in Section 340 4 H 1 d, "Test Section "

d **Test Section.** Construct a test section of 1 lane-width and at most 0 2 mi. in length to demonstrate that compaction to between 5% and 9% in-place air voids can be obtained Continue this procedure until a test section with 5% to 9% in-place air voids can be produced The Engineer will allow only 2 test sections per day When a test section producing satisfactory in-place air void content is placed, resume full production

2. **Ordinary Compaction Control.** Furnish the type, size, and number or rollers required for compaction, as approved Furnish at least 1 medium pneumatic-tire roller (minimum 12-ton weight) Use the control strip method given in Tex-207-F, Part IV, to establish rolling patterns that achieve maximum compaction. Follow the selected rolling pattern unless changes that affect compaction occur in the mixture or placement conditions When such changes occur, establish a new rolling pattern Compact the pavement to meet the requirements of the plans and specifications

When rolling with the 3-wheel, tandem or vibratory rollers, start by first rolling the joint with the adjacent pavement and then continue by rolling longitudinally at the sides Proceed toward the center of the pavement, overlapping on successive trips by at least 1 ft , unless otherwise directed Make alternate trips of the roller slightly different in length On superelevated curves, begin rolling at the low side and progress toward the high side unless otherwise directed

I. **Irregularities.** Immediately take corrective action if surface irregularities, including but not limited to segregation, rutting, raveling, flushing, fat spots, mat slippage, color, texture, roller marks, tears, gouges, streaks, or uncoated aggregate particles, are detected The Engineer may suspend production or placement operations until the problem is corrected

At the expense of the Contractor and to the satisfaction of the Engineer, remove and replace any mixture that does not bond to the existing pavement or that has other surface irregularities identified above

J. **Ride Quality.** Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans

340.5. Measurement. Hot mix will be measured by the ton of composite hot mix, which includes asphalt, aggregate, and additives Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment "

340.6. 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 "Dense-Graded Hot-Mix Asphalt (Method)" of the type, surface aggregate classification, and binder specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Trial batches will not be paid for unless they are incorporated into pavement work approved by the Department

Pay adjustment for ride quality, when required, will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces "

ITEM 360

CONCRETE PAVEMENT

360.1. Description. Construct hydraulic cement concrete pavement with or without curbs on the concrete pavement

360.2. Materials.

A. **Hydraulic Cement Concrete.** Provide hydraulic cement concrete in accordance with Item 421, "Hydraulic Cement Concrete," except that strength over-design is not required Provide Class P concrete designed to meet a minimum average flexural strength of 570 psi or a minimum average compressive strength of 3,500 psi at 7 days or a minimum average flexural strength of 680 psi or a minimum average compressive strength of 4,400 psi at 28 days Test in accordance with Tex-448-A or Tex-418-A

When shown on the plans or allowed, provide Class HES concrete for very early opening of small pavement areas or leave-outs to traffic Design Class HES to meet the requirements of Class P and a minimum average flexural strength of 400 psi or a minimum average compressive strength of 2,600 psi in 24 hr , unless other early strength and time requirements are shown on the plans or allowed No strength over-design is required Type III cement is allowed for Class HES concrete

Use Class A or P concrete for curbs that are placed separately from the pavement Provide concrete that is workable and cohesive, possesses satisfactory finishing qualities, and conforms to the mix design and mix design slump

B. **Reinforcing Steel.** Provide Grade 60 deformed steel for bar reinforcement in accordance with Item 440, "Reinforcing Steel " Provide approved positioning and supporting devices (baskets and chairs) capable of securing and holding the reinforcing steel in proper position before and during paving Provide corrosion protection when shown on the plans

1. **Dowels.** Provide smooth, straight dowels of the size shown on the plans, free of burrs, and conforming to the requirements of Item 440, "Reinforcing Steel " Coat dowels with a thin film of grease or other approved de-bonding material Provide dowel caps on the lubricated end of each dowel bar used in an expansion joint Provide dowel caps filled with a soft compressible material with enough range of movement to allow complete closure of the expansion joint

2. **Tie Bars.** Provide straight deformed steel tie bars Provide either multiple-piece tie bars or single-piece tie bars as shown on the plans Provide multiple-piece tie bars composed of 2 pieces of deformed reinforcing steel with a coupling capable of developing a minimum tensile strength of 125% of the design yield strength of the deformed steel when tensile-tested in the assembled configuration Provide a minimum length of 33 diameters of the deformed steel in each piece Use multiple-piece tie bars from the list of "Prequalified Multiple Piece Tie Bar Producers" maintained by the Construction Division, or submit samples for testing in accordance with Tex-711-I

C. **Curing Materials.** Provide Type 2 membrane curing compound conforming to DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants " Provide SS-1 emulsified asphalt conforming to Item 300, "Asphalts, Oils, and Emulsions," for concrete pavement to be overlayed with asphalt concrete under this Contract unless otherwise shown on the plans or approved Provide materials for other methods of curing conforming to the requirements of Item 420, "Concrete Structures "

D. **Epoxy.** Provide Type III epoxy in accordance with DMS-6100, "Epoxies and Adhesives," for installing all drilled-in reinforcing steel

E. **Evaporation Retardant** Provide evaporation retardant conforming to DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants "

F **Joint Sealants and Fillers.** Provide Class 5 or Class 8 joint-sealant materials and fillers unless otherwise shown on the plans or approved and other sealant materials of the size, shape, and type shown on the plans in accordance with DMS-6310, "Joint Sealants and Fillers "

360.3. Equipment. Furnish and maintain all equipment in good working condition. Use measuring, mixing, and delivery equipment conforming to the requirements of Item 421, "Hydraulic Cement Concrete " Obtain approval for other equipment used

A. **Placing, Consolidating, and Finishing Equipment.** Provide approved self-propelled paving equipment that uniformly distributes the concrete with minimal segregation and provides a smooth machine-finished consolidated concrete pavement conforming to plan line and grade Provide an approved automatic grade control system on slip-forming equipment Provide approved mechanically operated finishing floats capable of producing a uniformly smooth pavement surface Provide equipment capable of providing a fine, light water fog mist

   Provide mechanically operated vibratory equipment capable of adequately consolidating the concrete Provide immersion vibrators on the paving equipment at sufficiently close intervals to provide uniform vibration and consolidation of the concrete over the entire width and depth of the pavement and in accordance with the manufacturer's recommendations Provide immersion vibrator units that operate at a frequency in air of at least 8,000 cycles per minute Provide enough hand-operated immersion vibrators for timely and proper consolidation of the concrete along forms, at joints and in areas not covered by other vibratory equipment Surface vibrators may be used to supplement equipment-mounted immersion vibrators Provide tachometers to verify the proper operation of all vibrators

   For small or irregular areas or when approved, the paving equipment described in this Section is not required

B. **Forming Equipment.**

   1. **Pavement Forms.** Provide metal side forms of sufficient cross-section, strength, and rigidity to support the paving equipment and resist the impact and vibration of the operation without visible springing or settlement Use forms that are free from detrimental kinks, bends, or warps that could affect ride quality or alignment Provide flexible or curved metal or wood forms for curves of 100-ft radius or less

   2 **Curb Forms.** Provide curb forms for separately placed curbs that are not slipformed that conform to the requirements of Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter "

C. **Reinforcing Steel Inserting Equipment.** Provide inserting equipment that accurately inserts and positions reinforcing steel in the plastic concrete parallel to the profile grade and horizontal alignment in accordance to plan details

D. **Texturing Equipment.**

   1. **Carpet Drag.** Provide a carpet drag mounted on a work bridge or a moveable support system Provide a single piece of carpet of sufficient transverse length to span the full width of the pavement being placed and adjustable so that a sufficient longitudinal length of carpet is in contact with the concrete being placed to produce the desired texture Obtain approval to vary the length and width of the carpet to accommodate specific applications Use an artificial grass-type carpet having a molded polyethylene pile face with a blade length of 5/8 in to 1 in , a minimum weight of 70 oz per square yard, and a strong, durable, rot-resistant backing material bonded to the facing

   2. **Tining Equipment.** Provide a self-propelled transverse metal tine device equipped with 4-in to 6-in steel tines and with cross-section approximately 1/32 in thick by 1/12 in wide, spaced at 1 in , center-to-center Hand-operated tining equipment that produces an equivalent texture may be used only on small or irregularly shaped areas or, when permitted, in emergencies due to equipment breakdown

E. **Curing Equipment.** Provide a self-propelled machine for applying membrane curing compound using mechanically pressurized spraying equipment with atomizing nozzles Provide equipment and controls that maintain the required uniform rate of application over the entire paving area Provide curing equipment that is independent of all other equipment when production rates are such that the first application of membrane curing compound cannot be accomplished immediately after texturing and after free moisture has disappeared. Hand-operated pressurized spraying equipment with atomizing nozzles may only be used on small or irregular areas or, when permitted, in emergencies due to equipment breakdown

F. **Sawing Equipment.** Provide power-driven concrete saws to saw the joints shown on the plans Provide standby power-driven concrete saws during concrete sawing operations Provide adequate illumination for nighttime sawing

G. **Grinding Equipment.** When required, provide self-propelled powered grinding equipment that is specifically designed to smooth and texture concrete pavement using circular diamond blades Provide equipment with automatic grade control capable of grinding at least a 3-ft width longitudinally in each pass without damaging the concrete

H. **Testing Equipment.** Provide testing equipment regardless of job-control testing responsibilities in accordance with Item 421, "Hydraulic Cement Concrete," unless otherwise shown in the plans or specified.

I. **Coring Equipment.** When required, provide coring equipment capable of extracting cores in accordance with the requirements of Tex-424-A

J **Miscellaneous Equipment.** Furnish both 10-ft and 15-ft steel or magnesium long-handled standard straightedges Furnish enough work bridges, long enough to span the pavement, for finishing and inspection operations Furnish date stencils to impress pavement placement dates into the fresh concrete, with numerals approximately 2 in high by 1 in wide by 1/4 in. deep

360.4. Construction. Obtain approval for adjustments to plan grade-line to maintain thickness over minor subgrade or base high spots while maintaining clearances and drainage Maintain subgrade or base in a smooth, clean, compacted condition in conformity with the required section and established grade until the pavement concrete is placed Keep subgrade or base damp with water sufficiently in advance of placing pavement concrete Adequately light the active work areas for all nighttime operations Provide and maintain tools and materials to perform testing

A. **Paving and Quality Control Plan.** Submit a paving and quality control plan for approval before beginning pavement construction operations Include details of all operations in the concrete paving process, including longitudinal construction joint layout, sequencing, curing, lighting, early opening, leave-outs, sawing, inspection, testing, construction methods, other details and description of all equipment List certified personnel performing the testing Submit revisions to the paving and quality control plan for approval

B. **Job-Control Testing.** Unless otherwise shown on the plans, perform all fresh and hardened concrete job-control testing at the specified frequency Provide job-control testing personnel meeting the requirements of Item 421, "Hydraulic Cement Concrete." Provide and maintain testing equipment, including strength testing equipment at a location acceptable to the Engineer Use of a commercial laboratory is acceptable Maintain all testing equipment calibrated in accordance with pertinent test methods Make strength-testing equipment available to the Engineer for verification testing

Provide the Engineer the opportunity to witness all tests The Engineer may require a retest if not given the opportunity to witness Furnish a copy of all test results to the Engineer daily Check the first few concrete loads for slump, air, and temperature on start-up production days to check for concrete conformance and consistency Sample and prepare strength test specimens (2 specimens per test) on the first day of production and for each 3,000 sq yd or fraction thereof of concrete pavement thereafter Prepare at least 1 set of strength-test specimens for each production day Perform slump, air, and temperature tests each time strength specimens are made Monitor concrete temperature to ensure that concrete is consistently within the temperature requirements The Engineer will direct random job-control sampling and testing Immediately investigate and take corrective action as approved if any Contractor test result, including tests performed for verification purposes, does not meet specification requirements

When job-control testing by the Contractor is waived by the plans, the Engineer will perform the testing, however, this does not waive the Contractor's responsibility for providing materials and work in accordance with this Item

1. **Job-Control Strength** Unless otherwise shown on the plans or permitted by the Engineer, use 7-day job-control concrete strength testing in accordance with Tex-448-A or Tex-418-A

   For 7-day job-control by flexural strength, use a flexural strength of 520 psi or a lower job-control strength value proven to meet a 28-day flexural strength of 680 psi as correlated in accordance

with Tex-427-A For 7-day job-control by compressive strength, use a compressive strength of 3,200 psi or a lower job-control strength value proven to meet a 28-day compressive strength of 4,400 psi as correlated in accordance with Tex-427-A

Job control of concrete strength may be correlated to an age other than 7 days in accordance with Tex-427-A when approved Job-control strength of Class HES concrete is based on the required strength and time

When a job-control concrete strength test value is more than 10% below the required job-control strength or when 3 consecutive job-control strength values fall below the required job-control strength, investigate the strength test procedures, the quality of materials, the concrete production operations, and other possible problem areas to determine the cause Take necessary action to correct the problem, including redesign of the concrete mix if needed The Engineer may suspend concrete paving if the Contractor is unable to identify, document, and correct the cause of low strength test values in a timely manner If any job-control strength is more than 15% below the required job-control strength, the Engineer will evaluate the structural adequacy of the pavements When directed, remove and replace pavements found to be structurally inadequate at no additional cost

2. **Split-Sample Verification Testing.** Perform split-sample verification testing with the Engineer on random samples taken and split by the Engineer at a rate of at least 1 for every 10 job-control samples The Engineer will evaluate the results of split-sample verification testing Immediately investigate and take corrective action as approved when results of split-sample verification testing differ more than the allowable differences shown in Table 1, or when the average of 10 job-control strength results and the Engineer's split-sample strength result differ by more than 10%

Table 1
Verification Testing Limits

Test Method	Allowable Differences
Temperature, Tex-422-A	2°F
Slump, Tex-415-A	1 in
Air content, Tex-414-A or Tex-416-A	1%
Flexural strength, Tex-448-A	19%
Compressive strength, Tex-418-A	10%

C. **Reinforcing Steel and Joint Assemblies** Accurately place and secure in position all reinforcing steel as shown on the plans Place dowels at mid-depth of the pavement slab, parallel to the surface Place dowels for transverse contraction joints parallel to the pavement edge Tolerances for location and alignment of dowels will be shown on the plans. Stagger the longitudinal reinforcement splices to avoid having more than 1/3 of the splices within a 2-ft longitudinal length of each lane of the pavement Use multiple-piece tie bars or drill and epoxy grout tie bars at longitudinal construction joints Verify that tie bars that are drilled and epoxied into concrete at longitudinal construction joints develop a pullout resistance equal to a minimum of 3/4 of the yield strength of the steel after 7 days Test 15 bars using ASTM E 488, except that alternate approved equipment may be used All 15 tested bars must meet the required pullout strength If any of the test results do not meet the required minimum pullout strength, perform corrective measures to provide equivalent pullout resistance Repair damage from testing Acceptable corrective measures include but are not limited to installation of additional or longer tie bars

1. **Manual Placement.** Secure reinforcing bars at alternate intersections with wire ties or locking support chairs Tie all splices with wire

2. **Mechanical Placement.** If mechanical placement of reinforcement results in steel misalignment or improper location, poor concrete consolidation, or other inadequacies, complete the work using manual methods

D. **Joints.** Install joints as shown on the plans Joint sealants are not required on concrete pavement that is to be overlaid with asphaltic materials Clean and seal joints in accordance with Item 438, "Cleaning and Sealing Joints and Cracks (Rigid Pavement and Bridge Decks) " Repair excessive spalling of the joint saw groove using an approved method before installing the sealant Seal all joints before opening the pavement to all traffic When placing of concrete is stopped, install a rigid transverse bulkhead, accurately notched for the reinforcing steel and shaped accurately to the cross-section of the pavement

1. **Placing Reinforcement at Joints.** Where the plans require an assembly of parts at pavement joints, complete and place the assembly at the required location and elevation with all parts rigidly secured in the required position Accurately notch joint materials for the reinforcing steel

2. **Transverse Construction Joints.**

   a **Continuously Reinforced Concrete Pavement (CRCP).** Install additional longitudinal reinforcement through the bulkhead when shown on the plans Protect the reinforcing steel immediately beyond the construction joint from damage, vibration, and impact

   b. **Concrete Pavement Contraction Design (CPCD).** When the placing of concrete is intentionally stopped, install and rigidly secure a complete joint assembly and bulkhead in the planned transverse contraction joint location When the placing of concrete is unintentionally stopped, install a transverse construction joint either at a planned transverse contraction joint location or mid-slab between planned transverse contraction joints For mid-slab construction joints, install tie bars of the size and spacing used in the longitudinal joints

   c. **Curb Joints.** Provide joints in the curb of the same type and location as the adjacent pavement Use expansion joint material of the same thickness, type, and quality required for the pavement and of the section shown for the curb Extend expansion joints through the curb Construct curb joints at all transverse pavement joints For non-monolithic curbs, place reinforcing steel into the plastic concrete pavement as shown on the plans unless otherwise approved Form or saw the weakened plane joint across the full width of concrete pavement and through the monolithic curbs Construct curb joints in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter"

E. **Placing and Removing Forms.** Use clean and oiled forms Secure forms on a base or firm subgrade that is accurately graded and that provides stable support without deflection and movement by form riding equipment Pin every form at least at the middle and near each end Tightly join and key form sections together to prevent relative displacement

Set side forms far enough in advance of concrete placement to permit inspection Check conformity of the grade, alignment, and stability of forms immediately before placing concrete, and make all necessary corrections Use a straightedge or other approved method to test the top of forms to ensure that the ride quality requirements for the completed pavement will be met. Stop paving operations if forms settle or deflect more than 1/8 in under finishing operations Reset forms to line and grade, and refinish the concrete surface to correct grade

Avoid damage to the edge of the pavement when removing forms Repair damage resulting from form removal and honeycombed areas with a mortar mix within 24 hr after form removal unless otherwise approved Clean joint face and repair honeycombed or damaged areas within 24 hr after a bulkhead for a transverse construction joint has been removed unless otherwise approved When forms are removed before 72 hr after concrete placement, promptly apply membrane curing compound to the edge of the concrete pavement

Forms that are not the same depth as the pavement but are within 2 in of that depth are permitted if the subbase is trenched or the full width and length of the form base is supported with a firm material to produce the required pavement thickness Promptly repair the form trench after use Use flexible or curved wood or metal forms for curves of 100-ft radius or less

F. **Concrete Delivery.** Clean delivery equipment as necessary to prevent accumulation of old concrete before loading fresh concrete Use agitated delivery equipment for concrete designed to have a slump of more than 5 in. Segregated concrete is subject to rejection Place agitated concrete within 60 min after batching Place non-agitated concrete within 45 min after batching In hot weather or under conditions causing quick setting of the concrete, times may be reduced by the Engineer Time limitations may be extended if the Contractor can demonstrate that the concrete can be properly placed, consolidated, and finished without the use of additional water

G **Concrete Placement.** Do not allow the pavement edge to deviate from the established paving line by more than 1/2 in at any point Place the concrete as near as possible to its final location, and minimize segregation and rehandling Where hand spreading is necessary, distribute concrete using shovels Do not use rakes or vibrators to distribute concrete

1. **Pavement.** Consolidate all concrete by approved mechanical vibrators operated on the front of the paving equipment Use immersion-type vibrators that simultaneously consolidate the full width of the placement when machine finishing Keep vibrators from dislodging reinforcement Use hand-operated vibrators to consolidate concrete in areas not accessible to the machine-mounted vibrators. Do not operate machine-mounted vibrators while the paving equipment is stationary Vibrator operations are subject to review

2. **Date Imprinting.** Imprint dates in the fresh concrete indicating the date of the concrete placement Make impressions approximately 1 ft from the outside longitudinal construction joint or edge of pavement and approximately 1 ft. from the transverse construction joint at the beginning of the placement day Orient the impressions to be read from the outside shoulder in the direction of final traffic Impress date in DD-MM-YY format Imprinting of the Contractor name or logo in similar size characters to the date is allowed

3. **Curbs.** Where curbs are placed separately, conform to the requirements of Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter "

4. **Temperature Restrictions** Place concrete that is between 40°F and 95°F when measured in accordance with Tex-422-A at the time of discharge, except that concrete may be used if it was already in transit when the temperature was found to exceed the allowable maximum Take immediate corrective action or cease concrete production when the concrete temperature exceeds 95°F

   Do not place concrete when the ambient temperature in the shade is below 40°F and falling unless approved Concrete may be placed when the ambient temperature in the shade is above 35°F and rising or above 40°F. When temperatures warrant protection against freezing, protect the pavement with an approved insulating material capable of protecting the concrete for the specified curing period Submit for approval proposed measures to protect the concrete from anticipated freezing weather for the first 72 hr after placement Repair or replace all concrete damaged by freezing

H **Spreading and Finishing.** Finish all concrete pavement with approved self-propelled equipment Use power-driven spreaders, power-driven vibrators, power-driven strike-off, and screed, or approved alternate equipment Use the transverse finishing equipment to compact and strike off the concrete to the required section and grade without surface voids Use float equipment for final finishing. Use concrete with a consistency that allows completion of all finishing operations without addition of water to the surface Use the minimal amount of water fog mist necessary to maintain a moist surface Reduce fogging if float or straightedge operations result in excess slurry

1. **Finished Surface.** Perform sufficient checks with long-handled 10-ft and 15-ft straightedges on the plastic concrete to ensure that the final surface is within the tolerances specified in Surface Test A in Item 585, "Ride Quality for Pavement Surfaces " Check with the straightedge parallel to the centerline

2 **Maintenance of Surface Moisture.** Prevent surface drying of the pavement before application of the curing system. Accomplish this by fog applications of evaporation retardant on the pavement surface Apply evaporation retardant at the rate recommended by the manufacturer Reapply the evaporation retardant as needed to maintain the concrete surface in a moist condition until curing system is applied. Do not use evaporation retardant as a finishing aid Failure to take acceptable precautions to prevent surface drying of the pavement will be cause for shut down of pavement operations.

3. **Surface Texturing.** Perform surface texturing using a combination of a carpet drag and metal tining Complete final texturing before the concrete has attained its initial set. Draw the carpet drag longitudinally along the pavement surface with the carpet contact surface area adjusted to provide a satisfactory coarsely textured surface.

   A metal-tine texture finish is required unless otherwise shown on the plans Provide the metal-tine finish immediately after the concrete surface has set enough for consistent tining Operate the metal-tine device to obtain grooves spaced at 1 in , approximately 3/16 in deep, with a minimum depth of 1/8 in , and approximately 1/12 in wide. Do not overlap a previously tined area Use manual methods for achieving similar results on ramps and other irregular sections of pavements.

Repair damage to the edge of the slab and joints immediately after texturing Do not tine pavement that will be overlaid

4. **Small or Irregular Placements.** Where machine placements and finishing of concrete pavement are not practical, use hand equipment and procedures that produce a consolidated and finished pavement section to the line and grade

5. **Emergency Procedures.** Use hand-operated equipment for applying texture, evaporation retardant, and cure in the event of equipment breakdown

I. **Curing.** Keep the concrete pavement surface from drying by water fogging until the curing material has been applied Maintain and promptly repair damage to curing materials on exposed surfaces of concrete pavement continuously for at least 3 curing days A curing day is defined as a 24-hr period when either the temperature taken in the shade away from artificial heat is above 50°F for at least 19 hr or when the surface temperature of the concrete is maintained above 40°F for 24 hr Curing begins when the concrete curing system has been applied Stop concrete paving if curing compound is not being applied promptly and maintained adequately Other methods of curing in accordance with Item 420, "Concrete Structures," may be used when specified or approved

1. **Membrane Curing.** After texturing and immediately after the free surface moisture has disappeared, spray the concrete surface uniformly with 2 coats of membrane curing compound at an individual application rate of not more than 180 sq ft per gallon Apply the first coat within 10 min. after completing texturing operations Apply the second coat within 30 min after completing texturing operations

   Before and during application, maintain curing compounds in a uniformly agitated condition, free of settlement Do not thin or dilute the curing compound

   Where the coating shows discontinuities or other defects or if rain falls on the newly coated surface before the film has dried enough to resist damage, apply additional compound at the same rate of coverage to correct the damage Ensure that the curing compound coats the sides of the tining grooves

2. **Asphalt Curing.** When an asphaltic concrete overlay is required, apply a uniform coating of asphalt curing at a rate of 90 to 180 sq ft per gallon as required Apply curing immediately after texturing and just after the free moisture (sheen) has disappeared Obtain approval to add water to the emulsion to improve spray distribution Maintain the asphalt application rate when using diluted emulsions Maintain the emulsion in a mixed condition during application

3. **Curing Class HES Concrete.** For all Class HES concrete pavement, provide membrane curing in accordance with Section 360 4 I 1, "Membrane Curing," followed promptly by water curing until opening strength is achieved but not less than 24 hr

J. **Sawing Joints.** Saw joints to the depth shown on the plans as soon as sawing can be accomplished without damage to the pavement regardless of time of day or weather conditions Some minor raveling of the saw cut is acceptable. Use a chalk line, string line, sawing template, or other approved method to provide a true joint alignment Provide enough saws to match the paving production rate to ensure sawing completion at the earliest possible time to avoid uncontrolled cracking Reduce paving production if necessary to ensure timely sawing of joints Promptly restore membrane cure damaged within the first 72 hr of curing

K. **Protection of Pavement and Opening to Traffic.** Testing for early opening is the responsibility of the Contractor regardless of job-control testing responsibilities unless otherwise shown in the plans or directed Testing result interpretation for opening to traffic is subject to the approval of the Engineer

1. **Protection of Pavement.** Erect and maintain barricades and other standard and approved devices that will exclude all vehicles and equipment from the newly placed pavement for the periods specified Before opening to traffic, protect the pavement from damage due to crossings using approved methods Where a detour is not readily available or economically feasible, an occasional crossing of the roadway with overweight equipment may be permitted for relocating equipment only but not for hauling material When an occasional crossing of overweight equipment is permitted, temporary matting or other approved methods may be required

Maintain an adequate supply of sheeting or other material to cover and protect fresh concrete surface from weather damage. Apply as needed to protect the pavement surface from weather

2. **Opening Pavement to All Traffic.** Pavement that is 7 days old may be opened to all traffic Before opening to traffic, clean pavement, place stable material against the pavement edges, seal joints, and perform all other traffic safety related work

3. **Opening Pavement to Construction Equipment.** Unless otherwise shown on the plans, concrete pavement may be opened early to concrete paving equipment and related delivery equipment after the concrete is at least 48 hr old and opening strength has been demonstrated in accordance with Section 360 4 K 4, "Early Opening to All Traffic," before curing is complete. Keep delivery equipment at least 2 ft from the edge of the concrete pavement. Keep tracks of the paving equipment at least 1 ft from the pavement edge Protect textured surfaces from the paving equipment. Restore damaged membrane curing as soon as possible Repair pavement damaged by paving or delivery equipment before opening to all traffic

4. **Early Opening to All Traffic.** Concrete pavement may be opened after curing is complete and the concrete has attained a flexural strength of 450 psi or a compressive strength of 2,800 psi, except that pavement using Class HES concrete may be opened after 24 hr if the specified strength is achieved

   a **Strength Testing.** Test concrete specimens cured under the same conditions as the portion of the pavement involved

   b. **Maturity Method.** Unless otherwise shown on the plans, the maturity method, Tex-426-A, may be used to estimate concrete strength for early opening pavement to traffic Install at least 2 maturity thermocouples for each day's placement in areas where the maturity method will be used for early opening Thermocouples, when used, will be installed near the days final placement for areas being evaluated for early opening Use test specimens to verify the strength–maturity relationship in accordance with Tex-426-A, starting with the first day's placement corresponding to the early opening pavement section

   After the first day, verify the strength–maturity relationship at least every 10 days of production Establish a new strength–maturity relationship when the strength specimens deviate more than 10% from the maturity-estimated strengths Suspend use of the maturity method for opening pavements to traffic when the strength–maturity relationship deviates by more than 10% until a new strength–maturity relationship is established.

   When the maturity method is used intermittently or for only specific areas, the frequency of verification will be as determined by the Engineer

5. **Emergency Opening to Traffic.** Under emergency conditions, when the pavement is at least 72 hr old, open the pavement to traffic when directed in writing. Remove all obstructing materials, place stable material against the pavement edges, and perform other work involved in providing for the safety of traffic as required for emergency opening

L. **Pavement Thickness.** The Engineer will check the thickness in accordance with Tex-423-A unless other methods are shown on the plans The Engineer will perform 1 thickness test consisting of 1 reading at approximately the center of each lane every 500 ft or fraction thereof Core where directed in accordance with Tex-424-A to verify deficiencies of more than 0 2 in from plan thickness and to determine the limits of deficiencies of more than 0 75 in from plan thickness Fill core holes using a concrete mixture and method approved by the Engineer

1. **Thickness Deficiencies Greater than 0.2 in.** When any depth test measured in accordance with Tex-423-A is deficient by more than 0 2 in from the plan thickness, take one 4-in diameter core at that location to verify the measurement

   If the core is deficient by more than 0 2 in but not by more than 0 75 in. from the plan thickness, take 2 additional cores from the unit (as defined in Section 360 4.L 3, "Pavement Units for Payment Adjustment") at intervals of at least 150 ft and at locations selected by the Engineer, and determine the thickness of the unit for payment purposes by averaging the length of the 3 cores In calculations of the average thickness of this unit of pavement, measurements in excess of the specified thickness by more than 0 2 in will be considered as the specified thickness plus 0.2 in

2. **Thickness Deficiencies Greater than 0.75 in.** If a core is deficient by more than 0 75 in , take additional cores at 10 ft intervals in each direction parallel to the centerline to determine the boundary of the deficient area The Engineer will evaluate any area of pavement found deficient in thickness by more than 0 75 in but not more than 1 in As directed, remove and replace the deficient areas without additional compensation or retain deficient areas without compensation Remove and replace any area of pavement found deficient in thickness by more than 1 in without additional compensation

3. **Pavement Units for Payment Adjustment.** Limits for applying a payment adjustment for deficient pavement thickness from 0 20 in to not more than 0 75 in are 500 ft of pavement in each lane. Lane width will be as shown on typical sections and pavement design standards.

   For greater than 0 75 in deficient thickness, the limits for applying zero payment or requiring removal will be defined by coring or equivalent nondestructive means as determined by the Engineer The remaining portion of the unit determined to be less than 0 75 in deficient will be subject to the payment adjustment based on the average core thickness at each end of the 10 ft interval investigation as determined by the Engineer

   Shoulders will be measured for thickness unless otherwise shown on the plans Shoulders 6 ft wide or wider will be considered as lanes Shoulders less than 6 ft wide will be considered part of the adjacent lane

   Limits for applying payment adjustment for deficient pavement thickness for ramps, widenings, acceleration and deceleration lanes, and other miscellaneous areas are 500 ft in length Areas less than 500 ft in length will be individually evaluated for payment adjustment based on the plan area

M. **Ride Quality.** Unless otherwise shown on the plans, measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces."

360.5. Measurement. This Item will be measured as follows·

A. **Concrete Pavement.** Concrete pavement will be measured by the square yard of surface area in place The surface area includes the portion of the pavement slab extending beneath the curb

B **Curb.** Curb on concrete pavement will be measured by the foot in place

360.6. Payment. These prices are full compensation for materials, equipment, labor, tools, and incidentals

A. **Concrete Pavement.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the adjusted unit price bid for "Concrete Pavement" of the type and depth specified as adjusted in accordance with Section 360 6 B, "Deficient Thickness Adjustment "

B. **Deficient Thickness Adjustment.** Where the average thickness of pavement is deficient in thickness by more than 0 2 in. but not more than 0 75 in , payment will be made using the adjustment factor as specified in Table 2 applied to the bid price for the deficient area for each unit as defined under Section 360 4.L.3, "Pavement Units for Payment Adjustment."

Table 2
Deficient Thickness Price Adjustment Factor

Deficiency in Thickness Determined by Cores (in.)	Proportional Part of Contract Price Allowed (adjustment factor)
Not deficient	1 00
Over 0 00 through 0 20	1 00
Over 0 20 through 0 30	0 80
Over 0 30 through 0 40	0 72
Over 0 40 through 0 50	0 68
Over 0 50 through 0 75	0 57

C. **Curb.** Work performed and furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Curb" of the type specified

ITEM 400

EXCAVATION AND BACKFILL FOR STRUCTURES

400.1. Description. Excavate for placement and construction of structures and backfill structures Cut and restore pavement

400.2. Materials. Use materials that meet the requirements of the following Items

- Item 401, "Flowable Backfill"
- Item 421, "Hydraulic Cement Concrete"
- DMS-4600, "Hydraulic Cement"

400.3. Construction.

A. Excavation.

1. **General.** Excavate to the lines and grades shown on the plans or as directed Provide slopes, benching, sheeting, bracing, pumping, and bailing as necessary to maintain the stability and safety of excavations up to 5 ft deep Excavation protection for excavations deeper than 5 ft are governed by Item 402, "Trench Excavation Protection," and Item 403, "Temporary Special Shoring " Use satisfactory excavated material as backfill or as embankment fill in accordance with Item 132, "Embankment " Dispose of material not incorporated into the final project off the right of way in accordance with federal, state, and local regulations

   When excavating for installation of structures across private property or beyond the limits of the embankment, keep any topsoil removed separate, and replace it, as nearly as feasible, in its original position Restore the area to an acceptable condition

   Excavate drilled shafts in accordance with Item 416, "Drilled Shaft Foundations "

   a. **Obstructions.** Remove obstructions to the proposed construction, including trees and other vegetation, debris, and structures, over the width of the excavation to a depth of 1 ft below the bottom of excavation If abandoned storm drains, sewers, or other drainage systems are encountered, remove as required to clear the new structure, and plug in an approved manner After removing obstructions, restore the bottom of the excavation to grade by backfilling in accordance with this Item Dispose of surplus materials in accordance with federal, state, and local regulations

   b. **Excavation in Streets.** When structures are installed in streets, highways, or other paved areas, cut pavement and base to neat lines Restore pavement structure after completion of excavation and backfilling.

      Maintain and control traffic in accordance with the approved traffic control plan and the TMUTCD

   c. **Utilities.** Comply with the requirements of Article 7 12, "Responsibility for Damage Claims " Conduct work with minimum disturbance of existing utilities, and coordinate work in or near utilities with the utility owners Inform utility owners sufficiently before work begins to allow them time to identify, locate, reroute, or make other adjustments to utility lines

      Avoid cutting or damaging underground utility lines that are to remain in place If damage occurs, promptly notify the utility company If an active sanitary sewer line is damaged during excavation, provide temporary flumes across the excavation while open, and restore the lines when backfilling has progressed to the original bedding lines of the cut sewer

   d. **De-Watering.** Do not construct or place structures in the presence of water unless approved Place precast members, pipe, and concrete only on a dry, firm surface Remove water by bailing, pumping, well-point installation, deep wells, underdrains, or other approved method

      If structures are approved for placement in the presence of water, remove standing water in a manner that does not allow water movement through or alongside concrete being placed Do not pump or bail while placing structural concrete or for a period of at least 36 hr thereafter

unless from a suitable sump separated from the concrete work Pump or bail during placement of seal concrete only to the extent necessary to maintain a static head of water within the cofferdam Do not pump or bail to de-water inside a sealed cofferdam until the seal has aged at least 36 hr

If the bottom of an excavation cannot be de-watered to the point that the subgrade is free of mud or it is difficult to keep reinforcing steel clean, place a stabilizing material in the bottom of the excavation Stabilizing material may be flexible base, cement-stabilized base or backfill, lean concrete, or other approved material If lean concrete is used, provide concrete with at least 275 lb of cement per cubic yard, and place to a minimum depth of 3 in Stabilizing material placed for the convenience of the Contractor will be at the Contractor's expense

2. **Bridge Foundations and Retaining Walls.** Do not disturb material below the bottom of footing grade Do not backfill to compensate for excavation that has extended below grade If excavation occurs below the proposed footing grade, fill the area with concrete at the time the footing is placed The additional concrete placed will be at the Contractor's expense

   If requested, take cores to determine the character of the supporting materials Provide an intact sample adequate to judge the character of the founding material Take these cores when the excavation is close to completion Cores should be approximately 5 ft deeper than the proposed founding grade

   If the founding stratum is rock or other hard material, remove loose material, clean, and cut to a firm surface that is level, stepped, or serrated, as directed Clean out soft seams, and fill with concrete at the time the footing is placed

   If the material at the footing grade of a retaining wall, bridge bent, or pier is a mixture of compressible and incompressible material, do not place the foundation until the Engineer has inspected the excavation and authorized changes have been made to provide a uniform bearing condition

3. **Cofferdams.** The term "cofferdam" designates any temporary or removable structure constructed to hold surrounding earth, water, or both out of the excavation whether the structure is formed of soil, timber, steel, concrete, or a combination of these Cofferdams may require the use of pumping wells or well points for de-watering

   For sheet-pile or other types of cofferdams requiring structural members, submit details and design calculations bearing the seal of a licensed professional engineer for review before constructing the cofferdam The Department reserves the right to reject designs Design structural systems to comply with the AASHTO *Standard Specifications for Highway Bridges* or AASHTO *LRFD Bridge Design Specifications* Interior dimensions of cofferdams must provide sufficient clearance for the construction, inspection, and removal of required forms and, if necessary, sufficient room to allow pumping outside the forms In general, extend sheet-pile cofferdams well below the bottom of the footings, and make concrete seals as well braced and watertight as practicable

   For foundation seals, use Class E concrete unless otherwise specified Place concrete foundation seals in accordance with Item 420, "Concrete Structures " Seals placed for the convenience of the Contractor will be at the Contractor's expense

   When the Engineer judges it to be impractical to de-water inside a cofferdam and a concrete seal is to be placed around piling driven within the cofferdam, make the excavation deep enough to allow for swelling of the material at the base of the excavation during pile-driving operations After driving the piling, remove swelling material to the bottom of the seal grade Where it is possible to de-water inside the cofferdam without placing a seal, remove the foundation material to exact footing grades after driving piling Do not backfill a foundation to compensate for excavation that has been extended below grade, fill such areas below grade with concrete at the time the seals or footings are placed

   Unless otherwise provided, remove cofferdams after completing the substructure without disturbing or damaging the structure.

4. **Culverts and Storm Drains.** When the design requires special bedding conditions for culverts or storm drains, an excavation diagram will be shown on the plans Do not exceed these limits of excavation

   Unless otherwise shown on the plans, construct pipe structures in an open cut with vertical sides extending to a point 1 ft above the pipe When site conditions or the plans do not prohibit sloping the cut, the excavation may be stepped or laid back to a stable slope beginning 1 ft above the pipe. Maintain the stability of the excavation throughout the construction period

   For pipe to be installed in fill above natural ground, construct the embankment to an elevation at least 1 ft above the top of the pipe, and then excavate for the pipe

   a. **Unstable Material.** When unstable soil is encountered at established footing grade, remove the material to a depth of no more than 2 ft below the grade of the structure unless the Engineer authorizes additional depth Replace soil removed with stable material in uniform layers at most 8 in deep (loose measurement). Each layer must have enough moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure

      When it is not feasible to construct a stable foundation as outlined above, use special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other approved material

   b. **Incompressible Material.** If rock, part rock, or other incompressible material is encountered at established footing grade while placing prefabricated elements, remove the incompressible material to 6 in below the footing grade, backfill with an approved compressible material, and compact in accordance with Section 400 3 C, "Backfill "

B. **Shaping and Bedding.** For precast box sections, place at least 2 in of fine granular material on the base of the excavation before placing the box sections For pipe installations, use bedding as shown in Figure 1 Use Class C bedding unless otherwise shown on the plans The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material Where cement-stabilized backfill is indicated on the plans, undercut the excavation at least 4 in and backfill with stabilized material to support the pipe or box at the required grade.

B_c - Outside diameter or horizontal dimension

D - Inside diameter of pipe

d - Min. bedding material below pipe

D	d
≤ 27"	3"
30" to 60"	4"
≥ 66"	6"

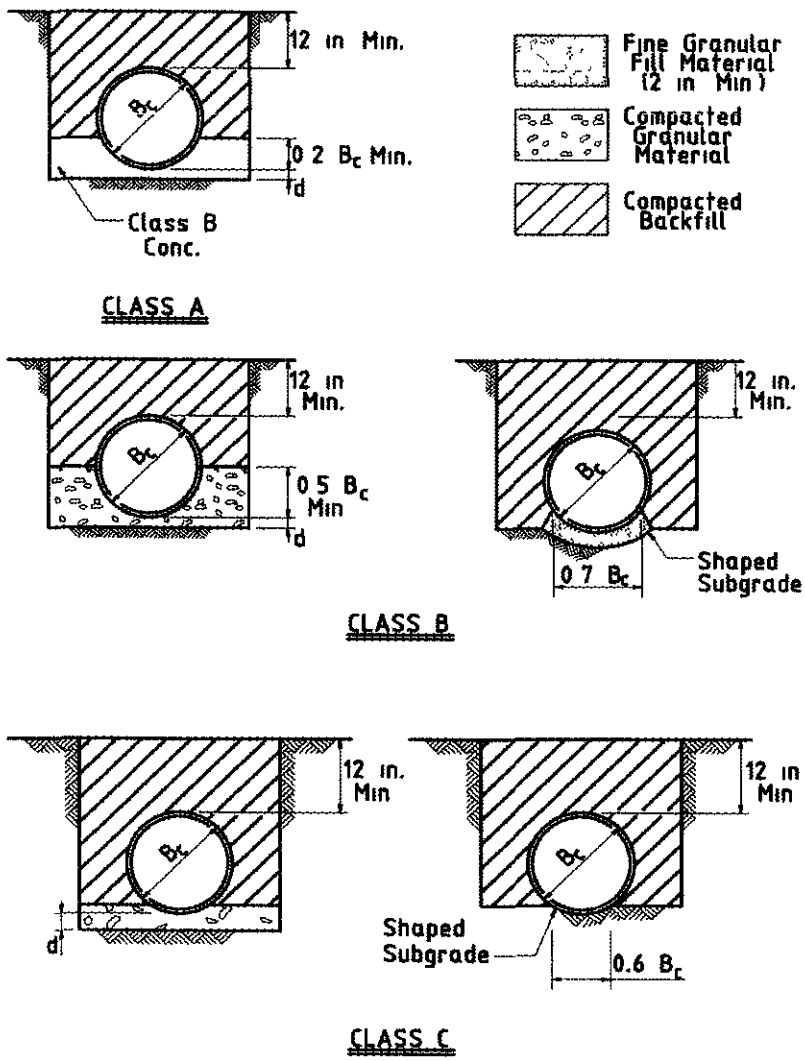


Figure 1
Bedding diagrams

C. Backfill.

1. **General.** As soon as practical, backfill the excavation after placement of the permanent structure Use backfill free from stones large enough to interfere with compaction, large or frozen lumps that will not break down readily under compaction, and wood or other extraneous material Obtain backfill material from excavation or from other sources

   In areas not supporting a completed roadbed, retaining wall, or embankment, place backfill in layers at most 10 in deep (loose measurement). In areas supporting a portion of a roadbed, retaining wall, or embankment, place backfill in uniform layers at most 8 in deep (loose measurement) Compact each layer to meet the density requirements of the roadbed, retaining wall, embankment material, or as shown on the plans

Bring each layer of backfill material to the moisture content needed to obtain the required density Use mechanical tamps or rammers to compact the backfill Rollers may be used to compact backfill if feasible

Cohesionless materials such as sand may be used for backfilling Compact cohesionless materials using vibratory equipment, water-ponding, or a combination of both

2. **Bridge Foundations, Retaining Walls, and Box Culverts.** Do not place backfill against the structure until the concrete has reached the design strength required in Item 421, "Hydraulic Cement Concrete "

   Backfill retaining walls with material meeting the requirements of Item 423, "Retaining Walls " Backfill around bridge foundations and culverts using material with no particles more than 4 in in greatest dimension and with a gradation that permits thorough compaction Rock or gravel mixed with soil may be used if the percentage of fines is sufficient to fill all voids and ensure a uniform and thoroughly compacted mass of proper density

   Where backfill material is being placed too close to the structure to permit compaction with blading and rolling equipment, use mechanical tamps and rammers to avoid damage to the structure

   Avoid wedging action of backfill against structures To prevent such action, step or serrate slopes bounding the excavation Place backfill uniformly around bridge foundations Place backfill along both sides of culverts equally and in uniform layers

   The Engineer may require backfilling of structures excavated into hard, erosion-resistant material, and subject to erosive forces, with stone or lean concrete

   Box culverts may be opened to traffic as soon as sufficient backfill and embankment has been placed over the top to protect culverts against damage from heavy construction equipment Repair damage to culvert caused by construction traffic at no additional expense to the Department

3. **Pipe.** After installing bedding and pipe as required, bring backfill material to the proper moisture condition and place it equally along both sides of the pipe in uniform layers at most 8 in deep (loose measurement) Compact each lift mechanically Thoroughly compact materials placed under the haunches of the pipe to prevent damage or displacement of the pipe Continue to place backfill in this manner to the top-of-pipe elevation Place and compact backfill above the top of the pipe in accordance with Section 400 3 C 1, "General "

   The Engineer may reject backfill material containing more than 20% by weight of material retained on a 3-in. sieve, with large lumps not easily broken down, or that cannot be spread in loose layers Material excavated by a trenching machine will generally meet the requirements of this Section as long as large stones are not present

   Where pipe extends beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, place and compact additional material until the minimum cover has been provided

4. **Cement-Stabilized Backfill.** When shown on the plans, backfill the excavation to the elevations shown with cement-stabilized backfill Use cement-stabilized backfill that contains aggregate, water, and a minimum of 7% hydraulic cement based on the dry weight of the aggregate, in accordance with Tex-120-E Use clean sand as aggregate for cement-stabilized backfill unless otherwise shown on the plans Use only approved aggregate

   Place cement-stabilized backfill equally along the sides of structures to prevent strain on or displacement of the structure Fill voids when placing cement-stabilized backfill Use hand operated tampers if necessary to fill voids

5. **Flowable Backfill.** When shown on the plans, backfill the excavation with flowable backfill to the elevations shown Prevent the structure from being displaced during the placement of the flowable fill, and prevent flowable fill from entering culverts and drainage structures

400.4. Measurement. This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9 2, "Plans Quantity Measurement " Additional measurements or calculations will be made if adjustments of quantities are required

A. **Structural Excavation.** Unless shown on the plans as a pay item, structural excavation quantities shown are for information purposes only

When structural excavation is specified as a pay item, structural excavation for pipe headwalls, inlets, manholes, culvert or storm drain extensions less than 15 ft long, bridge abutments, retaining walls, and side road and private entrance pipe culverts will not be measured No allowance will be made for variance from plans quantity incurred by an alternate bid

When specified as a pay item, structural excavation will be measured by the cubic yard as computed by the average end areas method Excavation diagrams on the plans take precedence over the provisions of this Article

1. **Boundaries of Measurement.**

   a. **Pipe.**

      (1) **Pipe up to 42 Inches.** For pipe 42 in or less in nominal or equivalent diameter, no material outside of vertical planes 1 ft beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

      (2) **Pipe Larger than 42 Inches.** For pipes larger than 42-in nominal or equivalent diameter, no material outside of vertical planes located 2 ft beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included

      Quantities for excavation in fill above natural ground include 1 ft above the top of the pipe regardless of the height of completed fill Excavation for pipe will be measured between the extreme ends of the completed structure including end appurtenances as shown on the plans and from centerline to centerline of inlets, manholes, etc

   b. **Structural Plate Structures.** No material outside of vertical planes 3 ft beyond and parallel to the horizontal projection of the outside surfaces of the structure will be included When the quality of the existing soil or embankment is less than that of the proposed backfill material, the limits of measurement will be extended to vertical planes located 1/2 of the span beyond the horizontal projection of the outside surfaces of the structure

   c. **Footings, Walls, Boxes, and Other Excavation.** No material outside of vertical planes 1 ft. beyond and parallel to the edges of the footings or outside walls will be included whether or not a cofferdam or shoring is used When plans provide the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option

      Where excavation in addition to that allowed for the footings is required for other portions of the structure, measurement for the additional excavation will be limited laterally by vertical planes 1 ft beyond the face of the member and parallel to it, and vertically to a depth of 1 ft below the bottom of the member

   d. **Excavation near Roadways and Channels.** At structure sites other than culverts and pipe excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation. Roadway and channel excavation will be paid under Item 110, "Excavation " For culverts except side road and private entrance culverts, excavation within the limits of the structure and below or outside the limits of the completed roadway excavation will be measured as structural excavation

2. **Falsework.** No measurement will be made for excavation necessary for placing forms or falsework that exceeds the limits given in Section 400 4 B 1, "Boundaries of Measurement "

3. **Swelling.** Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile driving operations

4. **Cave-ins.** Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation

5. **Undercut.** Where rock or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade directed to be removed will be measured for payment

6. **Grade Change.** Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized

B. **Cement-Stabilized Backfill.** Cement-stabilized backfill will be measured by the cubic yard as shown on the plans

C. **Cutting and Restoring Pavement.** Cutting and restoring pavement will be measured by the square yard as shown on the plans Excavation below pavement or base will be measured as structural excavation of the pertinent type

400.5. Payment.

A. **Structural Excavation.** Unless specified as a pay item, structural excavation and backfill performed and material furnished in accordance with this Item will not be paid for directly but are subsidiary to pertinent Items

When structural excavation is specified as a pay item, the excavation and backfill work performed and materials furnished will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Box)," "Structural Excavation (Pipe)," and "Structural Excavation (Bridge) " This price includes concrete to compensate for excavation that has extended below grade for bridge foundations and retaining walls, and backfilling and compacting areas that were removed as part of structural excavation

Cofferdams or other measures necessary for supporting excavations less than 5 ft. deep will not be measured or paid for directly but will be subsidiary to the Contract

Foundation seal concrete for cofferdams, when required by the Engineer, will be paid for as provided in the pertinent Items. If no direct method of payment is provided in the Contract, the work will be measured and paid for in accordance with Article 9 4, "Payment for Extra Work " Seal placed for the convenience of the Contractor will not be paid for

Unless otherwise provided, stone or lean concrete backfill around structures as provided for in Section 400 3 C.2, "Bridge Foundations, Retaining Walls, and Culverts," will be measured and paid for as extra work in accordance with Article 9 4

When structural excavation is specified as a pay item, a partial payment of 50% of the bid price will be made for structural excavation completed to the satisfaction of the Engineer but not backfilled The remaining amount will be paid upon completion of backfilling When the Contractor elects to excavate beyond plan requirements, no measurement will be made of the additional volume

B **Removal and Replacement of Unsuitable or Incompressible Material** Removal and replacement of material will be paid for if directed Removal and replacement of material or placement of special material made necessary by the softening of founding material due to the Contractor's sequence of work or operation, will be at the Contractor's expense Special material used or additional excavation made for the Contractor's convenience will not be paid for

1. **Structural Excavation as a Pay Item.** Where special materials are not required or specified, payment for the removal and replacement of unstable or incompressible material will be made at a price equal to 200% of the unit price bid per cubic yard for Structural Excavation When the Contractor elects to remove and replace material deeper than directed, no measurement will be made on that portion below the directed elevation This price is full compensation for removing the unstable or incompressible material, furnishing, hauling, placing, and compacting suitable replacement material, and equipment, labor, tools, and incidentals

When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, payment for excavation below footing grades will be made at the unit price bid for Structural Excavation Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for

these items in the Contract, or, if the required material is not a bid item, in accordance with Article 9 4, "Payment for Extra Work"

2. **Structural Excavation Not a Pay Item.** Where special materials for backfill are not required or specified, payment for the authorized removal and replacement of unstable or incompressible material will be measured and paid for at $15 per cubic yard of material removed This price is full compensation for removing the unstable or incompressible material, furnishing, hauling, placing, and compacting suitable replacement material, and equipment, labor, tools, and incidentals

   When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, excavation below the footing grades will be paid for at $10 per cubic yard Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these Items, or, if the required material is not a bid Item, in accordance with Article 9 4, "Payment for Extra Work."

C. **Lowering of a Structure Foundation.** If the Engineer requires a structure foundation to be lowered to an elevation below the grade shown on the plans, overexcavation will be paid in accordance with Table 1

Table 1
Payment for Required Overexcavation

Variance of revised footing grade from plan grade	Payment terms	Variance of revised footing grade from plan grade
	"Structural Excavation" is a bid item	"Structural Excavation" is not a bid item
Up to and including 5 ft	Unit price equal to 115% of unit price bid for "Structural Excavation"	$10 per cubic yard
Over 5 ft up to 10 ft	Unit price equal to 125% of unit price bid for "Structural Excavation"	$12 per cubic yard
Over 10 ft	In accordance with Article 9 4, "Payment for Extra Work"	

D. **Cement-Stabilized Backfill.** Cement-stabilized backfill will be paid for at the unit price bid for "Cement Stabilized Backfill"

E. **Cutting and Restoring Pavement.** Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" Work done to repair damage to base or pavement incurred outside the limits shown on the plans, or the limits authorized by the Engineer, will not be measured for payment

The unit prices bid are full compensation for excavation including removing obstructions and plugging drainage systems, bedding and backfilling including placing, sprinkling and compaction of material, soundings, cleaning and filling seams, constructing and removing cofferdams, de-watering, sheeting, or bracing excavations up to and including 5 ft deep, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines, and materials, hauling, equipment, labor, tools, and incidentals

Flowable backfill will be paid for as provided in Item 401, "Flowable Backfill" Protection methods for open excavations deeper than 5 ft will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring"

ITEM 440

REINFORCING STEEL

440.1. Description. Furnish and place reinforcing steel of the sizes and details shown on the plans

440.2. Materials.

A. **Approved Mills.** Before furnishing steel, producing mills of reinforcing steel for the Department must be pre-approved in accordance with DMS-7320, "Qualification Procedure for Reinforcing Steel Mills," by the Construction Division, which maintains a list of approved producing mills Reinforcing steel obtained from unapproved sources will not be accepted

B. **Deformed Bar and Wire Reinforcement.** Unless otherwise shown on the plans, reinforcing steel must be Grade 60, and bar reinforcement must be deformed. Reinforcing steel must conform to one of the following

- ASTM A 615, Grades 40 or 60;
- ASTM A 996, Type A, Grades 40 or 60,
- ASTM A 996, Type R, Grade 60, permitted in concrete pavement only (Furnish ASTM A 996, Type R bars as straight bars only and do not bend them Bend tests are not required), or
- ASTM A 706

The provisions of this Item take precedence over ASTM provisions

The nominal size, area, and weight of reinforcing steel bars covered by this Item are shown in Table 1 Designate smooth bars up to No 4 by size number and above No 4 by diameter in inches

Table 1
Size, Area, and Weight of Reinforcing Steel Bars

Bar Size Number (in.)	Bar Size Number (mm)	Diameter (in.)	Area (Sq. in.)	Weight per Ft.
3	10	0 375	0 11	0 376
4	13	0 500	0.20	0 668
5	16	0 625	0 31	1 043
6	19	0 750	0 44	1 502
7	22	0 875	0 60	2 044
8	25	1.000	0.79	2 670
9	29	1 128	1 00	3 400
10	32	1 270	1 27	4 303
11	36	1 410	1 56	5 313
14	43	1 693	2 25	7 650
18	57	2 257	4 00	13 60

Note Bar size numbers (in) are based on the number of eighths of an inch included in the nominal diameter of the bar Bar size numbers (mm) approximate the number of millimeters included in the nominal diameter of the bar

C. **Smooth Bar and Spiral Reinforcement.** Smooth bars and dowels for concrete pavement must have a minimum yield strength of 60 ksi and meet ASTM A 615 For smooth bars that are larger than No 3, provide steel conforming to ASTM A 615 or meet the physical requirements of ASTM A 36

Spiral reinforcement may be smooth or deformed bars or wire of the minimum size or gauge shown on the plans Bars for spiral reinforcement must comply with ASTM A 615, Grade 40; ASTM A 996, Type A, Grade 40, or ASTM A 675, Grade 80, meeting dimensional requirements of ASTM A 615 Smooth wire must comply with ASTM A 82, and deformed wire must comply with ASTM A 496

D. **Weldable Reinforcing Steel.** Reinforcing steel to be welded must comply with ASTM A 706 or have a carbon equivalent (C E) of at most 0 55% A report of chemical analysis showing the percentages of elements necessary to establish C.E is required for reinforcing steel that does not meet ASTM A 706

to be structurally welded These requirements do not pertain to miscellaneous welds on reinforcing steel as defined in Section 448 4 B 1.a, "Miscellaneous Welding Applications "

Calculate C E using the following formula

$$CE = \%C + \frac{\%Mn}{6} + \frac{\%Cu}{40} + \frac{\%Ni}{20} + \frac{\%Cr}{10} - \frac{\%Mo}{50} - \frac{\%V}{10}$$

E. **Welded Wire Fabric.** For fabric reinforcement, use wire that conforms to ASTM A 82 or A 496. Use wire fabric that conforms to ASTM A 185 or A 497 Observe the relations shown in Table 2 among size number, diameter in inches, and area when ordering wire by size numbers, unless otherwise specified Precede the size number for deformed wire with "D" and for smooth wire with "W "

Designate welded wire fabric as shown in the following example 6 × 12 - W16 × W8 (indicating 6-in longitudinal wire spacing and 12-in. transverse wire spacing with smooth No 16 wire longitudinally and smooth No 8 wire transversely)

Table 2
Wire Size Number, Diameter, and Area

Size Number (in.)	Size Number (mm)	Diameter (in.)	Area (sq. in.)
31	200	0 628	0 310
30	194	0 618	0 300
28	181	0 597	0 280
26	168	0 575	0 260
24	155	0.553	0 240
22	142	0 529	0 220
20	129	0 505	0 200
18	116	0 479	0 180
16	103	0 451	0.160
14	90	0 422	0 140
12	77	0 391	0 120
10	65	0 357	0 100
8	52	0 319	0 080
7	45	0 299	0 070
6	39	0 276	0 060
5 5	35	0.265	0 055
5	32	0 252	0 050
4 5	29	0 239	0 045
4	26	0 226	0 040
3 5	23	0.211	0 035
2.9	19	0 192	0 035
2.5	16	0 178	0 025
2	13	0 160	0 020
1 4	9	0 134	0 014
1 2	8	0 124	0 012
0 5	3	0 080	0 005

Note Size numbers (in) are the nominal cross-sectional area of the wire in hundredths of a square inch Size numbers (mm) are the nominal cross-sectional area of the wire in square millimeters Fractional sizes between the sizes listed above are also available and acceptable for use

F. **Epoxy Coating.** Epoxy coating will be required as shown on the plans Before furnishing epoxy-coated reinforcing steel, an epoxy applicator must be pre-approved in accordance with DMS-7330, "Qualification Procedure for Reinforcing Steel Epoxy Coating Applicators " The Construction Division maintains a list of approved applicators.

Coat reinforcing steel in accordance with Table 3

Table 3
Epoxy Coating Requirements for Reinforcing Steel

Material	Specification
Bar	ASTM A 775 or A 934
Wire or fabric	ASTM A 884 Class A or B
Mechanical couplers	As shown on the plans
Hardware	As shown on the plans

Use epoxy coating material and coating repair material that complies with DMS-8130, "Epoxy Powder Coating for Reinforcing Steel " Do not patch more than 1/4 in total length in any foot at the applicator's plant

Epoxy-coated reinforcement will be sampled and tested in accordance with Tex-739-I

Maintain identification of all reinforcing throughout the coating and fabrication and until delivery to the project site

Furnish 1 copy of a written certification that the coated reinforcing steel meets the requirements of this Item and 1 copy of the manufacturer's control tests

G. **Mechanical Couplers.** When mechanical splices in reinforcing steel bars are shown on the plans, use the following types of coupler

- sleeve-filler,
- sleeve-threaded,
- sleeve-swaged, or
- sleeve-wedge

Furnish only couplers that have been produced by a manufacturer that has been prequalified in accordance with DMS-4510, "Mechanical Couplers " Sleeve-wedge type couplers will not be permitted on coated reinforcing Couplers for use on individual projects must be sampled and tested in accordance with DMS-4510 Furnish couplers only at locations shown on the plans

440.3. Construction.

A. **Bending.** Cold-bend the reinforcement accurately to the shapes and dimensions shown on the plans Fabricate in the shop if possible Field-fabricate, if permitted, using a method approved by the Engineer Replace improperly fabricated, damaged, or broken bars at no additional expense to the Department Repair damaged or broken bars embedded in a previous concrete placement using a method approved by the Engineer.

Unless otherwise shown on the plans, the inside diameter of bar bends, in terms of the nominal bar diameter (d), must be as shown in Table 4

Table 4
Minimum Inside Diameter of Bar Bends

Bend	Bar Size Number (in.)	Bar Size Number (mm)	Diameter
Bends of 90° and greater in stirrups, ties, and other secondary bars that enclose another bar in the bend	3, 4, 5	10, 13, 16	4d
	6, 7, 8	19, 22, 25	6d
Bends in main bars and in secondary bars not covered above	3 through 8	10 through 25	6d
	9, 10, 11	29, 32, 36	8d
	14, 18	43, 57	10d

Note Bar size numbers (in) are based on the number of eighths of an inch included in the nominal diameter of the bar Bar size numbers (mm) approximate the number of millimeters included in the nominal diameter of the bar

Where bending No 14 or No 18 Grade 60 bars is required, bend-test representative specimens as described for smaller bars in the applicable ASTM specification. Make the required 90° bend around a pin with a diameter of 10 times the nominal diameter of the bar.

B. Tolerances. Fabrication tolerances for bars are shown in Figure 1

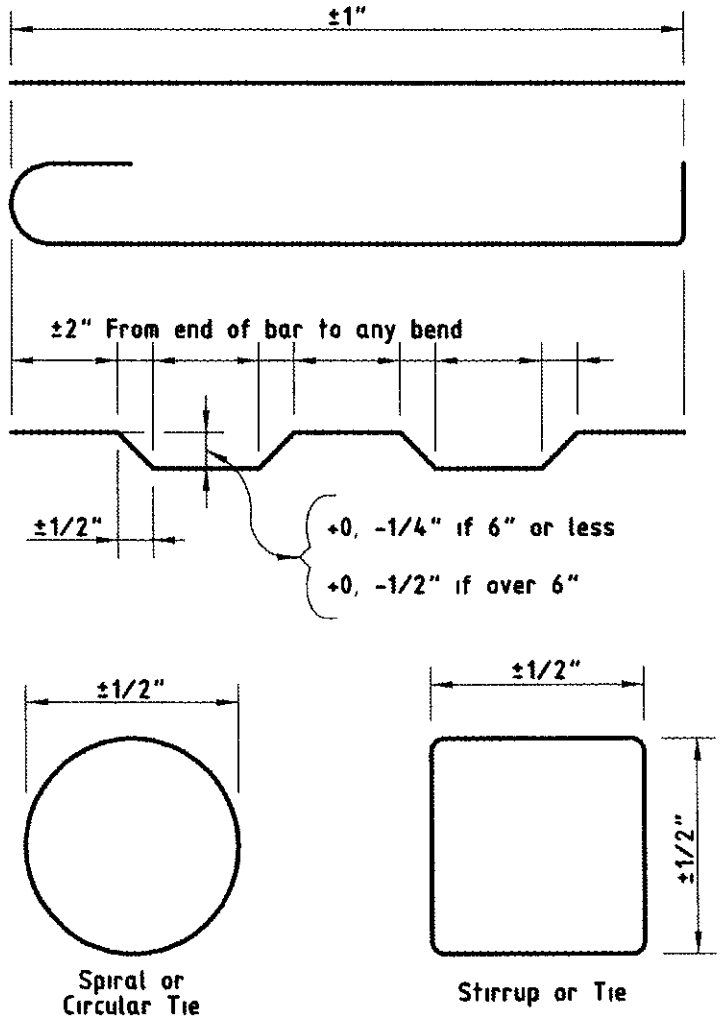


Figure 1
Fabrication tolerances for bars.

C. Storage. Store steel reinforcement above the ground on platforms, skids, or other supports, and protect it from damage and deterioration Ensure that reinforcement is free from dirt, paint, grease, oil, and other foreign materials when it is placed in the work. Use reinforcement free from defects such as cracks and delaminations Rust, surface seams, surface irregularities, or mill scale will not be cause for rejection if the minimum cross-sectional area of a hand wire-brushed specimen meets the requirements for the size of steel specified

D. Splices. Lap-splice, weld-splice, or mechanically splice bars as shown on the plans Additional splices not shown on the plans will require approval Splices not shown on the plans will be permitted in slabs 15 in or less in thickness, columns, walls, and parapets

- Unless otherwise approved, splices will not be permitted in bars 30 ft or less in plan length For bars exceeding 30 ft in plan length, the distance center-to-center of splices must be at least 30 ft minus 1 splice length, with no more than 1 individual bar length less than 10 ft Make lap splices

not shown on the plans, but otherwise permitted, in accordance with Table 5 Maintain the specified concrete cover and spacing at splices, and place the lap-spliced bars in contact, securely tied together

Table 5
Minimum Lap Requirements for Bar Sizes through No. 11

Bar Size Number (in.)	Bar Size Number (mm)	Uncoated Lap Length	Coated Lap Length
3	10	1 ft 4 in	2 ft 0 in
4	13	1 ft. 9 in	2 ft 8 in
5	16	2 ft 2 in	3 ft 3 in
6	19	2 ft 7 in	3 ft 11 in
7	22	3 ft 5 in	5 ft. 2 in
8	25	4 ft 6 in	6 ft 9 in
9	29	5 ft 8 in.	8 ft 6 in
10	32	7 ft 3 in	10 ft 11 in
11	36	8 ft 11 in.	13 ft 5 in

Note Bar size numbers (in) are based on the number of eighths of an inch included in the nominal diameter of the bar Bar size numbers (mm) approximate the number of millimeters included in the nominal diameter of the bar

- Do not lap No 14 or No 18 bars
- Lap spiral steel at least 1 turn
- Splice welded wire fabric using a lap length that includes the overlap of at least 2 cross wires plus 2 in on each sheet or roll Splices using bars that develop equivalent strength and are lapped in accordance with Table 5 are permitted
- For box culvert extensions with less than 1 ft of fill, lap the existing longitudinal bars with the new bars as shown in Table 3 For extensions with more than 1 ft. of fill, lap at least 1 ft 0 in
- Ensure that welded splices conform to the requirements of the plans and of Item 448, "Structural Field Welding " Field-prepare ends of reinforcing bars if they will be butt-welded Delivered bars must be long enough to permit weld preparation
- Install mechanical coupling devices in accordance with the manufacturer's recommendations at locations shown on the plans Protect threaded male or female connections, and make sure the threaded connections are clean when making the connection Do not repair damaged threads
- Mechanical coupler alternate equivalent strength arrangements, to be accomplished by substituting larger bar sizes or more bars, will be considered if approved in writing before fabrication of the systems

E. **Placing.** Unless otherwise shown on the plans, dimensions shown for reinforcement are to the centers of the bars Place reinforcement as near as possible to the position shown on the plans In the plane of the steel parallel to the nearest surface of concrete, bars must not vary from plan placement by more than 1/12 of the spacing between bars In the plane of the steel perpendicular to the nearest surface of concrete, bars must not vary from plan placement by more than 1/4 in Cover of concrete to the nearest surface of steel must be at least 1 in unless otherwise shown on the plans

For bridge slabs, the clear cover tolerance for the top mat of reinforcement is −0, +1/2 in

Locate the reinforcement accurately in the forms, and hold it firmly in place before and during concrete placement by means of bar supports that are adequate in strength and number to prevent displacement and to keep the steel at the proper distance from the forms Support bars by standard bar supports with plastic tips, approved plastic bar supports, or precast mortar or concrete blocks when supports are in contact with removable or stay-in-place forms Use bright basic bar supports to support reinforcing steel placed in slab overlays on concrete panels or on existing concrete slabs Bar supports in contact with soil or subgrade must be approved

For bar supports with plastic tips, the plastic protection must be at least 3/32 in thick and extend upward on the wire to a point at least 1/2 in above the formwork

All accessories such as tie wires, bar chairs, supports, or clips used with epoxy-coated reinforcement must be of steel, fully coated with epoxy or plastic Plastic supports approved by the Engineer may also be used with epoxy-coated reinforcement

Cast mortar or concrete blocks to uniform dimensions with adequate bearing area Provide a suitable tie wire in each block for anchoring to the steel Cast the blocks to the thickness required in approved molds The surface placed adjacent to the form must be a true plane, free of surface imperfections Cure the blocks by covering them with wet burlap or mats for a period of 72 hr Mortar for blocks should contain approximately 1 part hydraulic cement to 3 parts sand Concrete for blocks should contain 850 lb of hydraulic cement per cubic yard of concrete

Place individual bar supports in rows at 4-ft maximum spacing in each direction Place continuous type bar supports at 4-ft maximum spacing Use continuous bar supports with permanent metal deck forms

The exposure of the ends of longitudinals, stirrups, and spacers used to position the reinforcement in concrete pipe and in precast box culverts or storm drains is not cause for rejection

Tie reinforcing steel for bridge slabs, top slabs of direct traffic culverts, and top slabs of prestressed box beams at all intersections, except tie only alternate intersections where spacing is less than 1 ft in each direction For reinforcing steel cages for other structural members, tie the steel at enough intersections to provide a rigid cage of steel Fasten mats of wire fabric securely at the ends and edges

Before concrete placement, clean mortar, mud, dirt, debris, oil, and other foreign material from the reinforcement Do not place concrete until authorized

If reinforcement is not adequately supported or tied to resist settlement, reinforcement is floating upward, truss bars are overturning, or movement is detected in any direction during concrete placement, stop placement until corrective measures are taken.

F. Handling, Placement, and Repair of Epoxy-Coated Reinforcing Steel.

1. **Handling.** Provide systems for handling coated reinforcement with padded contact areas Pad bundling bands or use suitable banding to prevent damage to the coating Lift bundles of coated reinforcement with a strongback, spreader bar, multiple supports, or a platform bridge Transport the bundled reinforcement carefully, and store it on protective cribbing Do not drop or drag the coated reinforcement

2. **Construction Methods.** Do not flame-cut coated reinforcement Saw or shear-cut only when approved. Coat cut ends as specified in Section 440 3 F 3, "Repair of Coating"

   Do not weld or mechanically couple coated reinforcing steel except where specifically shown on the plans Remove the epoxy coating at least 6 in beyond the weld limits before welding and 2 in beyond the limits of the coupler before assembly After welding or coupling, clean the steel of oil, grease, moisture, dirt, welding contamination (slag or acid residue), and rust to a near-white finish Check the existing epoxy for damage. Remove any damaged or loose epoxy back to sound epoxy coating

   After cleaning, coat the splice area with epoxy repair material to a thickness of 7 to 17 mils after curing Apply a second application of repair material to the bar and coupler interface to ensure complete sealing of the joint

3. **Repair of Coating** For repair of the coating, use material that complies with the requirements of this Item and ASTM D 3963 Make repairs in accordance with procedures recommended by the manufacturer of the epoxy coating powder For areas to be patched, apply at least the same coating thickness as required for the original coating Repair all visible damage to the coating

   Repair sawed and sheared ends, cuts, breaks, and other damage promptly before additional oxidation occurs Clean areas to be repaired to ensure that they are free from surface contaminants Make repairs in the shop or in the field as required

440.4. Measurement and Payment. The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be considered subsidiary to pertinent Items

ITEM 464

REINFORCED CONCRETE PIPE

464.1. Description. Furnish and install reinforced concrete pipe, materials for precast concrete pipe culverts, or precast concrete storm drain mains, laterals, stubs, and inlet leads

464.2. Materials.

A. Fabrication. Provide precast reinforced concrete pipe that conforms to the design shown on the plans and to the following

- ASTM C 76 or ASTM C 655 unless otherwise shown on the plans for circular pipe, or
- ASTM C 506 for arch pipe, or
- ASTM C 507 for horizontal elliptical pipe

Provide precast concrete pipe that is machine-made or cast by a process that will provide for uniform placement of the concrete in the form and compaction by mechanical devices that will assure a dense concrete Mix concrete in a central batch plant or other approved batching facility where the quality and uniformity of the concrete is assured Do not use transit-mixed concrete for precast concrete pipe. When sulfate-resistant concrete is required, do not use Class C fly ash

Do not place more than 2 holes for lifting and placing in the top section of precast pipe Cast, cut, or drill the lifting holes in the wall of the pipe The maximum hole diameter is 3 in at the inside surface of the pipe wall and 4 in at the outside surface Do not cut more than 1 longitudinal wire or 2 circumferential wires per layer of reinforcing steel when locating lift holes

B. Design.

1. **General.** The class and D-load equivalents are shown in Table 1 Furnish arch pipe in accordance with ASTM C 506 and the dimensions shown in Table 2 Furnish horizontal elliptical pipe in accordance with ASTM C 507 and the dimensions shown in Table 3 For arch pipe and horizontal elliptical pipe the minimum height of cover required is 1 ft

Table 1
Circular Pipe
ASTM C 76 & ASTM C 655

Class	D-Load
I	800
II	1,000
III	1,350
IV	2,000
V	3,000

Table 2
Arch Pipe

Design Size	Equivalent Diameter (in.)	Rise (in)	Span (in.)
1	18	13-1/2	22
2	21	15-1/2	26
3	24	18	28-1/2
4	60	22-1/2	36-1/4
5	36	26-5/8	43-3/4
6	42	31-5/16	51-1/8
7	48	36	58-1/2
8	54	40	65
9	60	45	73
10	72	54	88

Table 3
Horizontal Elliptical Pipe

Design Size	Equivalent Diameter (in.)	Rise (in.)	Span (in.)
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

2. **Jacking, Boring, or Tunneling.** Design pipe for jacking, boring, or tunneling considering the specific installation conditions such as the soil conditions, installation methods, anticipated deflection angles, and jacking stresses When requested, provide design notes and drawings signed and sealed by a Texas licensed professional engineer

C. **Physical Test Requirements.** Acceptance of the pipe will be determined by the results of the following tests

- material tests required in ASTM C 76, C 655, C 506, or C 507,
- absorption tests in accordance with ASTM C 497,
- three-edge bearing tests in accordance with ASTM C 497 (Perform 3-edge bearing tests on 1 pipe for each 300 pipes or fraction thereof for each design or shape, size, class, or D-load produced within 30 calendar days Test for the load to produce a 0 01-in crack or 15% in excess of the required D-load, whichever is less Test the pipe to ultimate load if so directed Tested pipe that satisfies the requirements of Section 464 2 F , "Causes for Rejection," may be used for construction As an alternate to the 3-edge bearing test, concrete pipe 54 in in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe The

manufacturer must determine the compressive strength of the samples Obtain, cure, prepare, and test the cores in accordance with ASTM C 497 The manufacturer must plug and seal core holes in the pipe wall after testing), and

- inspection of the finished pipe to determine its conformance with the required design and its freedom from defects

D. **Marking.** Clearly mark the following information on each section of pipe·

- class or D-load of pipe,
- ASTM designation,
- date of manufacture,
- name or trademark of the manufacturer, and
- pipe to be used for jacking and boring

For pipe with elliptical reinforcement, clearly mark 1 end of each section during the process of manufacture or immediately thereafter Mark the pipe on the inside and the outside of opposite walls to show the location of the top or bottom of the pipe as it should be installed unless the external shape of the pipe is such that the correct position of the top and bottom is obvious Mark the pipe section by indenting or painting with waterproof paint

E. **Inspection.** Provide facilities and access to allow for inspection regarding the quality of materials, the process of manufacture, and the finished pipe at the pipe manufacturing plant In addition, provide access for inspection of the finished pipe at the project site before and during installation

F. **Causes for Rejection.** Individual sections of pipe may be rejected for any of the following

- fractures or cracks passing through the shell, with the exception of a single end crack that does not exceed the depth of the joint,
- defects that indicate imperfect proportioning, mixing, and molding,
- surface defects indicating honeycombed or open texture,
- damaged ends where such damage would prevent making a satisfactory joint,
- any continuous crack having a surface width of 0 01 in or more and extending for a length of 12 in or more

G. **Repairs.** Make repairs if necessary because of occasional imperfections in manufacture or accidental damage during handling The Engineer may accept pipe with repairs that are sound, properly finished, and cured in conformance with pertinent specifications

H. **Rejections.** Allow access for the marking of rejected pipe Rejected pipe will be plainly marked by the Engineer by painting colored spots over the Department monogram on the inside wall of the pipe and on the top outside wall of the pipe The painted spots will be no larger than 4 in in diameter The rejected pipe will not be defaced in any other manner Remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item

I. **Jointing Materials.** Use any of the materials described herein for the making of joints, unless otherwise shown on the plans. Furnish a manufacturer's certificate of compliance for all jointing materials except mortar

1. **Mortar.** Provide mortar for joints that meets the requirements of Section 464.3 C, "Jointing "
2. **Cold-Applied, Plastic Asphalt Sewer Joint Compound.** Provide a material that consists of natural or processed asphalt base, suitable volatile solvents, and inert filler The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to 1/2 in. thick by means of a trowel Provide a joint compound that cures to a firm, stiff plastic condition after application Provide a material of a uniform mixture If any small separation occurs in the container, stir to a uniform mix before using

   Provide a material that meets the requirements of Table 4 when tested in accordance with Tex-526-C

Table 4
Cold-Applied, Plastic Asphalt Sewer Joint Compound
Material Requirements

Composition	Analysis
Asphalt base, 100%–% volatiles–% ash, % by weight	28–45
Volatiles, 212°F evaporation, 24 hr , % by weight	10–26
Mineral matter, determined as ash, % by weight	30–55
Consistency, cone penetration, 150 g, 5 sec , 77°F	150–275

3. **Rubber Gaskets** Provide gaskets that conform to ASTM C 361 or C 443 Meet the requirements of ASTM C 443 for design of the joints and permissible variations in dimensions

4. **Pre-Formed Flexible Joint Sealants.** Pre-formed flexible joint sealants may be used for sealing joints of tongue-and-groove concrete pipe Provide flexible joint sealants that meet the requirements of ASTM C 990 Use flexible joint sealants that do not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength. Supply in extruded rope form of suitable cross section Provide a size of the pre-formed flexible joint sealant in accordance with the manufacturer's recommendations and large enough to properly seal the joint. Flexible joint sealants must be protected by a suitable wrapper, and the jointing material must maintain integrity when the wrapper is removed

464.3. Construction.

A. **Excavation, Shaping, Bedding, and Backfill.** Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures," except where jacking, boring, or tunneling methods are permitted Jack, bore, or tunnel the pipe in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box " If joints consist of materials other than mortar, immediate backfilling is permitted Take special precautions in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints Unless otherwise shown on the plans or permitted in writing, do not use heavy earth-moving equipment to haul over the structure until a minimum of 4 ft of permanent or temporary compacted fill has been placed over the structure Remove and replace pipe damaged by the Contractor at no expense to the Department

B. **Laying Pipe.** Unless otherwise authorized, start the laying of pipe on the bedding at the outlet end with the spigot or tongue end pointing downstream, and proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades Fit, match, and lay the pipe to form a smooth, uniform conduit Where bell-and-spigot pipe is used, cut cross trenches in the foundation to allow the barrel of the pipe to rest firmly upon the bedding Do not cut cross trenches more than 2 in larger than the bell ends of the pipe Lower sections of pipe into the trench without damaging the pipe or disturbing the bedding and the sides of the trench Carefully clean the ends of the pipe before the pipe is placed Prevent the earth or bedding material from entering the pipe as it is laid When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, lay the pipe in the trench so that the markings for the top or bottom are not more than 5° from the vertical plane through the longitudinal axis of the pipe Remove and re-lay, without extra compensation, pipe that is not in alignment or that shows excessive settlement after laying

Lay multiple lines of reinforced concrete pipe with the centerlines of the individual barrels parallel Unless otherwise shown on the plans, use the clear distances between outer surfaces of adjacent pipes shown in Table 5 For arch pipe or horizontal elliptical pipe use the equivalent diameter from Table 2 or Table 3 to determine the clear distance requirement in Table 5

Table 5
Minimum Clear Distance between Pipes

Equivalent Diameter	Min. Clear Distance
18 in	9 in
24 in	11 in
30 in	1 ft 1 in
36 in	1 ft 3 in
42 in.	1 ft 5 in
48 in	1 ft 7 in
54 in	1 ft 11 in
60 to 84 in	2 ft

C. **Jointing.** Make available an appropriate rolling device similar to an automobile mechanic's "creeper" for conveyance through small-size pipe structures

1. **Joints Sealed with Hydraulic Cement Mortar.** Use mortar consisting of 1 part cement, 2 parts sand, and enough water to make a plastic mix Clean and wet the pipe ends before making the joint Plaster the lower half of the bell or groove and the upper half of the tongue or spigot with mortar After the pipes are tightly jointed, pack mortar into the joint from both inside and outside the pipe Finish the inside smooth and flush with adjacent joints of pipe For tongue-and-groove joints, form a bead of semicircular cross section over the joint outside the pipe, extending at least 1 in on each side of the joint For bell-and-spigot joints, form the mortar to a 45° fillet between the outer edge of the bell and the spigot Cure mortar joints by keeping the joints wet for at least 48 hr or until the backfill has been completed, whichever comes first When mortar joints are used, do not place fill or backfill until the jointing material has cured for at least 6 hr Do not conduct jointing when the atmospheric temperature is at or below 40°F Protect mortared joints against freezing by backfilling or other approved methods for at least 24 hr

   Driveway culverts do not require mortar banding on the outside of the pipe

   With approval, pipes that are large enough for a person to enter may be furnished with the groove between 1/2 in and 3/4 in longer than the tongue Such pipe may be laid and backfilled without mortar joints After the backfilling has been completed, clean the space on the interior of the pipe between the end of the tongue and the groove of all foreign material, thoroughly wet and fill with mortar around the entire circumference of the pipe, and finish flush

2. **Joints Using Cold-Applied, Plastic Asphalt Sewer Joint Compound.** Ensure that both ends of the pipes are clean and dry Trowel or otherwise place a 1/2-in -thick layer of the compound in the groove end of the pipe covering at least 2/3 of the joint face around the entire circumference Next, shove home the tongue end of the next pipe with enough pressure to make a tight joint After the joint is made, remove any excess mastic projecting into the pipe Backfill after the joint has been inspected and approved.

3. **Joints Using Rubber Gaskets.** Make the joint assembly according to the recommendations of the gasket manufacturer. When using rubber gaskets, make joints watertight Backfill after the joint has been inspected and approved

4. **Joints Using Pre-Formed Flexible Joint Sealants.** Install pre-formed flexible joint sealants in accordance with the manufacturer's recommendations Place the joint sealer so that no dirt or other deleterious materials come in contact with the joint sealing material Pull or push home the pipe with enough force to properly seal the joint Remove any joint material pushed out into the interior of the pipe that would tend to obstruct the flow When the atmospheric temperature is below 60°F, store pre-formed flexible joint sealants in an area warmed to above 70°F or artificially warm to this temperature in an approved manner Apply flexible joint sealants to pipe joints immediately before placing pipe in trench, and then connect pipe to previously laid pipe Backfill after the joint has been inspected and approved

D. **Connections and Stub Ends.** Make connections of concrete pipe to existing pipes, pipe storm drains, or storm drain appurtenances as shown on the plans

Mortar or concrete the bottom of existing structures if necessary to eliminate any drainage pockets created by the connections. Repair any damage to the existing structure resulting from making the connections

Unless otherwise shown in the plans, make connections between concrete pipe and corrugated metal pipe with a suitable concrete collar having a minimum thickness of 4 in

Finish stub ends for connections to future work not shown on the plans by installing watertight plugs into the free end of the pipe

Fill lift holes with concrete, mortar, or precast concrete plugs after the pipe is in place

464.4. Measurement. This Item will be measured by the foot Measurement will be made between the ends of the pipe barrel along the flow line, not including safety end treatments Safety end treatments will be measured in accordance with Item 467, "Safety End Treatment " Pipe that will be jacked, bored, or tunneled will be measured in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box " Measurement of spurs, branches, or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, the length of pipe tying into the structure wall will be included for measurement, but no other portion of the structure length or width will be included

For multiple pipes, the measured length will be the sum of the lengths of the barrels

This is a plans quantity measurement Item The quantity to be paid is the quantity shown in the proposal unless modified by Article 9 2 "Plans Quantity Measurement " Additional measurements or calculations will be made if adjustments of quantities are required

464.5. 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 "Reinforced Concrete Pipe," "Reinforced Concrete Pipe (Arch)," or "Reinforced Concrete Pipe (Elliptical)" of the size and D-load specified or of the size and class specified This price is full compensation for constructing, furnishing, transporting, placing, and joining pipes, shaping the bed, cutting pipes on skew or slope, connecting to new or existing structures, breaking back, removing, and disposing of portions of the existing structure, replacing portions of the existing structure, cutting pipe ends on skew or slope, and equipment, labor, tools, and incidentals

Protection methods for excavations greater than 5 ft deep will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring." Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures " When jacking, boring, or tunneling is used at the Contractor's option, payment will be made under this Item When jacking, boring or tunneling is required, payment will be made under Item 476, 'Jacking, Boring or Tunneling Pipe or Box "

ITEM 465

MANHOLES AND INLETS

465.1. Description. Construct manholes and inlets, complete in place or to the stage detailed, including furnishing and installing frames, grates, rings and covers Drainage junction boxes are classified as manholes

465.2. Materials. Furnish materials in accordance with the following.

- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel"
- Item 471, "Frames, Grates, Rings, and Covers."

Precast manholes, inlets, risers, and appurtenances are acceptable unless otherwise shown Alternate designs for precast items must be acceptable to the Engineer and not deviate from the functional dimensions given. Alternate designs are to be designed and sealed by a licensed professional engineer.

A. **Concrete.** Furnish Class A concrete for cast-in-place manholes and inlets unless otherwise shown on the plans Furnish Class A concrete or concrete meeting ASTM C 478 for precast manholes and inlets Air-entrained concrete will not be required in precast concrete members

B. **Mortar.** Furnish mortar composed of 1 part hydraulic cement and 2 parts clean sand Hydrated lime or lime putty may be added to the mix to a maximum of 10% by weight of the total dry mix.

C. **Bricks.** Furnish first-quality, sound, perfectly shaped bricks Provide clay or shale bricks that are homogeneous and thoroughly and uniformly hard-burned and that meet ASTM C 32, Grade MS or MM. Provide concrete bricks meeting ASTM C 55, Type I (Grade S-I). The maximum allowable water absorption of completely dry bricks is 16% by weight when submerged in water for 24 hr.

D. **Concrete Blocks.** Provide concrete blocks that meet ASTM C 139.

E. **Cast Iron or Aluminum.** Provide supports and steps conforming to the shape and dimensions shown on the plans that meet the requirements of ASTM A 48, Class 35B, for gray iron castings or ASTM A 536, Grade 65-45-12, for ductile iron castings. Steps may also be aluminum meeting ASTM B 221, Alloy 6005-T5. Provide steps in accordance with ASTM C 478, Section 16, "Steps and Ladders "

F. **Timber.** Provide sound timber for temporary covers when used with Stage I construction (see Section 465 3, "Construction") that is a minimum of 3 in nominal thickness and reasonably free of knots and warps

G. **Other Materials.** Commercial-type hardware of other materials may be used with prior approval.

465.3. Construction.

A. **General.** All types of manholes and inlets may be built either in 1 stage or in 2 stages, described as Stage I and Stage II. Build manholes and inlets designed to match

the final roadway surface in stages Construct Stage II after the pavement structure is substantially complete unless otherwise approved by the Engineer.

Construct the Stage I portion of manholes and inlets as shown on the plans or as specified in this Item. Furnish and install a temporary cover as approved by the Engineer.

For Stage I construction of cast iron or steel inlet units, furnish and install the sewer pipe and a temporary plug for the exposed end of the sewer pipe from the storm sewer to a point below the top of curb indicated on the plans

For Stage II, construct the remaining wall height and top of manhole or inlet and furnish and install any frames, grates, rings and covers, manhole steps, curb beams, or collecting basins required

Construct precast manholes and inlets in accordance with Item 420, "Concrete Structures," or ASTM C 478. Construct cast-in-place manholes and inlets in accordance with Item 420. Forms will be required for all concrete walls. Multi-project fabrication plants (as defined in Item 424, "Precast Concrete Structures (Fabrication)") that produce manholes and inlets will be approved by the Construction Division in accordance with DMS-7340, "Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Manholes and Inlets." The Construction Division maintains a list of approved multiproject plants. Outside wall forms for cast-in-place concrete may be omitted with the approval of the Engineer if the surrounding material can be trimmed to a smooth vertical face The outside form for concrete bases supporting brick walls may be omitted. Cast steps into the concrete walls when the concrete is placed, or drill and grout steps in place after concrete placement Mortar steps into joints for brick walls Use a full bed of mortar for brick work so the brick will thoroughly bond to the mortar Construct full mortar joints no more than 1/2 in wide for brick walls Furnish a header course or bond course (laid perpendicular to the preceding courses) every fifth course of brick.

B. **Manholes and Inlets for Precast Concrete Pipe Sewers.** Construct manholes and inlets for precast concrete pipe sewers as soon as is practicable after sewer lines into or through the manhole or inlet locations are completed. Neatly cut all sewers at the inside face of the walls of the manhole or inlet and point up with mortar

C. **Manholes and Inlets for Monolithic Pipe Sewers.** Construct bases for manholes and inlets on monolithic pipe sewers either monolithically with the sewer or after the sewer is constructed

D. **Manholes for Box Sewers.** Cast bases for manholes for box sewers as an integral part of the sewer. Construct manholes before backfilling, or cover the manhole opening temporarily and backfill the sewer as a whole

E. **Inverts.** Shape and route floor inverts passing out or through the manhole or inlet as shown on the plans. Shape by adding and shaping mortar or concrete after the base is cast or by placing the required additional material with the base

F. **Finishing Complete Manholes and Inlets.** Complete manholes and inlets in accordance with the plans. Backfill to original ground elevation in accordance with Item 400, "Excavation and Backfill for Structures."

G. **Finishing Stage I Construction.** Complete Stage I construction by constructing the walls to the elevations shown on the plans and backfilling to required elevations in accordance with Item 400, "Excavation and Backfill for Structures "

H. **Stage II Construction.** Construct subgrade and base course or concrete pavement construction over Stage I manhole or inlet construction, unless otherwise approved by the Engineer. Excavate to expose the top of Stage I construction and complete the manhole or inlet in accordance with the plans and these Specifications, including backfill and cleaning of all debris from the bottom of the manhole or inlet

I. **Inlet Units.** Install cast iron or steel inlet units in conjunction with the construction of concrete curb and gutter Set the inlet units securely in position before placing concrete for curb and gutter. Form openings for the inlets and recesses in curb and gutter as shown on the plans. Place and thoroughly consolidate concrete for curb and gutter adjacent to inlets and around the inlet castings and formed openings and recesses without displacing the inlet units.

465.4. Measurement. All manholes and inlets satisfactorily completed in accordance with the plans and specifications will be measured by each manhole or inlet, complete, or by each manhole or inlet completed to the stage of construction required by the plans Extension to inlets will be measured by each extension separately from the inlet

465.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for as follows.

A. **Complete Manholes.** Payment for complete manholes will be made at the unit price bid for "Manhole (Complete)" of the type specified.

B. **Complete Inlets.** Payment for inlets will be made at the unit price bid for "Inlet (Complete)," of the type specified

C. **Inlet Extensions.** Payment for inlet extensions will be made at the unit price bid for "Inlet Extension" of the type specified.

D. **Manholes Stage I.** Payment for Manholes, Stage I, will be made at the unit price bid for each "Manhole (Stage I)" of the type specified.

E. **Manholes Stage II.** Payment for Manholes, Stage II, will be made at the unit price bid for each "Manhole (Stage II)" of the type specified

F. **Inlets Stage I.** Payment for Inlets, Stage I, will be made at the unit price bid for each "Inlet (Stage I)" of the type specified

G. **Inlets Stage II.** Payment for Inlets, Stage II, will be made at the unit price bid for each "Inlet (Stage II)" of the type specified

These price are full compensation for concrete, reinforcing steel, brick, mortar, aluminum and castings, frames, grates, rings and covers, excavation, and backfill and for all other materials, tools, equipment, labor, and incidentals.

ITEM 496

REMOVING STRUCTURES

496 1. Description. Remove and either dispose of or salvage structures

496.2. Construction.

A. **Removal.**

1. **Pipes.** Avoid damaging appurtenances determined by the Engineer to be salvageable
2. **Concrete, Brick, or Stone Structures.** Portions of structures that will not interfere with the proposed construction may remain in place 2 ft or more below the permanent ground line Square off remaining structures and cut reinforcement flush with the surface of the concrete
3. **Steel Structures.** Dismantle steel to be retained by the Department or re-erected by cold-cutting fastener heads and punching or drilling the remaining portion of the fastener, air-arc gouging welded connections, and flame-cutting beams along a straight line The Engineer may approve other methods of cutting Cut beams at the locations shown in the plans Match-mark steel to be re-erected with paint in accordance with the erection drawings Remove steel piles or cut off 2 ft or more below the permanent ground line
4. **Timber Structures.** Remove all fasteners from timber determined by the engineer to be salvageable Remove timber piles or cut off 2 ft or more below the permanent ground line

B. **Salvage.** Avoid damage to materials shown in the plans to be salvaged Deliver materials to be retained by the Department to the location shown in the plans. Block up salvaged steel materials off the ground

C. **Disposal.** Material removed that is not deemed to be salvageable is the property of the Contractor Dispose of removed material off the right of way in accordance with federal, state, and local regulations

D. **Backfill.** Backfill excavation and voids to the original ground line if resulting from the removal of structures Place backfill that will support any portion of the roadbed or embankment to the same requirements for placing embankment. Backfill other areas in 10-in layers, loose measurement, and compact to the density of adjacent undisturbed material

496.3. Measurement. This Item will be measured by each structure or by the foot

496.4. 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 Structures" of the type of structure specified This price is full compensation for loading, hauling, disposal, stockpiling, removal of appurtenances, excavation and backfill, equipment, labor, tool, and incidentals

ITEM 500

MOBILIZATION

500.1. Description. Establish and remove offices, plants, and facilities Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items

500.2. Measurement. This Item will be measured by the lump sum as the work progresses

500.3. Payment. Partial payments of the lump sum bid for mobilization will be as follows. The adjusted Contract amount for construction Items as used below is defined as the total Contract amount less the lump sum for mobilization

A. Payment will be made upon presentation of a paid invoice for the payment bond, performance bond, and required insurance The combined payment for bonds and insurance will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less

B. Payment will be made upon verification of documented expenditures for plant and facility setup The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less

C. When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount

D. When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid Previous payments under the Item will be deducted from this amount

E. When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid Previous payments under this Item will be deducted from this amount

F. Payment for the remainder of the lump sum bid for "Mobilization" will be made on the next estimate cycle after the initial retainage estimate or at final acceptance for projects without retainage

ITEM 502

BARRICADES, SIGNS, AND TRAFFIC HANDLING

502.1. Description. Provide, install, move, replace, maintain, clean, and remove upon completion of work all barricades, signs, cones, lights, and other traffic control devices used for traffic handling as indicated on the plans and as directed

502.2. Construction. Provide traffic control devices that conform to details shown on the plans, the TMUTCD, and the Compliant Work Zone Traffic Control Device List (CWZTCDL) maintained by the Traffic Operations Division

A. **Implementation.** Before beginning work, designate in writing a Contractor's Responsible Person (CRP) to be the representative of the Contractor who is responsible for taking or directing corrective measures of installation and maintenance deficiencies as soon as possible The CRP must be accessible by phone and able to respond to emergencies 24 hours per day.

Follow the traffic control plan (TCP) and install traffic control devices as shown on the plans and as directed. Install traffic control devices straight and plumb Do not make changes to the location of any device or implement any other changes to the TCP without the approval of the Engineer. Minor adjustments to meet field constructability and visibility are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, to the Engineer for approval. The Engineer may develop, sign, and seal Contractor-proposed changes Changes must conform to guidelines established in the TMUTCD using approved products from the CWZTCDL.

Maintain traffic control devices by taking corrective action as soon as possible Corrective action includes but is not limited to cleaning, replacing, straightening, covering, or removing devices Maintain the devices such that they are properly positioned, spaced, and legible, and that retroreflective characteristics meet requirements during darkness and rain

B. **Flaggers.** Provide a Contractor representative who has been certified as a flagging instructor through courses offered by the Texas Engineering Extension Service, the American Traffic Safety Services Association, the National Safety Council, or other approved organizations. Provide the certificate indicating course completion when requested This representative is responsible for training and assuring that all flaggers are qualified to perform flagging duties A qualified flagger must be independently certified by one of the organizations listed above or trained by the Contractor's certified flagging instructor. Provide the Engineer with a current list of qualified flaggers before beginning flagging activities Use only flaggers on the qualified list

Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must use standard attire, flags, signs, and signals and follow the flagging procedures set forth in the TMUTCD.

C. **Removal.** Upon completion of work, remove all barricades, signs, cones, lights, and other traffic control devices used for work-zone traffic handling, unless otherwise shown on the plans

502.3. Measurement. This Item will be measured by the month

502.4. 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 "Barricades, Signs, and Traffic Handling " This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals

When the plans establish pay items for particular work called for in the TCP, that work will be measured and paid for under pertinent Items

A. **Initiation of Payment.** Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun Installation of the project limit advance warning signs alone is not considered the beginning of construction

B. **Paid Months.** Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance

C. **Maximum Total Payment Prior to Acceptance.** The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5 8, "Final Acceptance " However, when all work is complete for all project locations, except for work for vegetative establishment and maintenance periods and performance and test periods, the 10% of the total Contract amount may be exceeded The remaining balance will be paid in accordance with Section 502 4 E, "Balance Due "

D. **Total Payment Quantity.** The quantity paid under this Item will not exceed the total quantity shown in the plans except as modified by change order and as adjusted by Section 502 4 B, "Paid Months " An overrun of the plans quantity for this Item will not be allowed for approving designs, testing, material shortages, closed construction seasons, curing periods, establishment, performance, test, and maintenance periods, failure to complete the work in the number of months allotted, nor delays caused directly or indirectly by requirements of the contract

E. **Balance Due.** If all work is complete and accepted in accordance with Article 5 8, "Final Acceptance," before payment of the amount allowed by this Article, the balance due will be paid on the next estimate after the initial retainage release estimate or final acceptance for projects without retainage

F. **Law Enforcement.** Law enforcement required by the Engineer will be paid in accordance with Article 9 5, "Force Account "

ITEM 506

TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

506 1. Description. Install, maintain, and remove erosion, sedimentation, and environmental control devices Remove accumulated sediment and debris

506.2. Materials.

A. **Rock Filter Dams.**

1. **Aggregate.** Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer Provide the following
   - **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in aggregate
   - **Type 3 Rock Filter Dams.** Use 4 to 8 in aggregate
2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams Type 4 dams require
   - a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in x 3-1/4 in ,
   - minimum 0 0866 in. steel wire for netting;
   - minimum 0.1063 in steel wire for selvages and corners, and minimum 0 0866 in for binding or tie wire
3. **Sandbag Material.** Furnish sandbags meeting Section 506 2 I, "Sandbags," except that any gradation of aggregate may be used to fill the sandbags

B. **Temporary Pipe Slope Drains.** Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved

Furnish concrete in accordance with Item 432, "Riprap "

C. **Baled Hay.** Provide hay bales weighing at least 50 lb , composed entirely of vegetable matter, measuring 30 in or longer, and bound with wire, nylon, or polypropylene string

D. **Temporary Paved Flumes.** Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans Provide rock or rubble with a minimum diameter of 6 in and a maximum volume of 1/2 cu ft for the construction of energy dissipaters

E. **Construction Exits.** Provide materials that meet the details shown on the plans and this Section

1. **Rock Construction Exit.** Provide crushed aggregate for long and short-term construction exits Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft, or flaky materials and organic and injurious matter Use 4- to 8-in aggregate for Type 1 and 2- to 4-in aggregate foi Type 3
2. **Timber Construction Exit.** Furnish No 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in diameter, unless otherwise shown on the plans or allowed For short-term exits, provide plywood or pressed wafer board at least 1/2 in thick
3. **Foundation Course.** Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed

F. **Embankment for Erosion Control** Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use

G. **Pipe.** Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans

H. **Construction Perimeter Fence.**

1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in long Furnish soft wood posts with a minimum diameter of 3 in or use 2 x 4 boards Furnish hardwood posts with a

minimum cross-section of 1-1/2 x 1-1/5 in Furnish T- or L-shaped steel posts with a minimum weight of 1 3 lb per foot

2. **Fence.** Provide orange construction fencing as approved by the Engineer
3. **Fence Wire.** Provide 12-1/2 gauge or larger galvanized smooth or twisted wire Provide16 gauge or larger tie wire
4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in wide to provide maximum visibility both day and night
5. **Staples.** Provide staples with a crown at least 1/2 in wide and legs at least 1/2 in long.
6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if accepted by the Engineer

I **Sandbags.** Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags Filled sandbags must be 24 to 30 in long, 16 to 18 in wide, and 6 to 8 in thick

Table 1
Sand Gradation

Sieve #	Maximum Retained (% by Weight)
4	3%
100	80%
200	95%

J. **Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geo-textile fabric Logos visible to the traveling public will not be allowed

1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric "
2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in , unless otherwise shown on the plans Soft wood posts must be at least 3 in in diameter or nominal 2 x 4 in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in T- or L-shaped steel posts must have a minimum weight of 1 3 lb per foot
3. **Net Reinforcement.** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in , at least 24 in wide, unless otherwise shown on the plans
4. **Staples.** Provide staples with a crown at least 3/4 in wide and legs 1/2 in long
5. **Used Materials.** Use recycled material meeting the applicable requirements if accepted by the Engineer.

506.3. Equipment. Provide a backhoe, front end loader, blade, scraper, bulldozer, or other equipment as required when "Earthwork for Erosion Control" is specified on the plans as a bid item

506 4. Construction.

A. **Contractor Responsibilities.** Implement the Department's Storm Water Pollution Prevention Plan (SWP3) for the project site in accordance with the specific or general storm water permit requirements Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site

B. **General.**

1. **Phasing.** Implement control measures in the area to be disturbed before beginning construction, or as directed Limit the disturbance to the area shown on the plans or as directed If, in the opinion

of the Engineer, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Engineer will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation

2. **Maintenance.** Immediately correct ineffective control measures Implement additional controls as directed Remove excavated material within the time requirements specified in the applicable storm water permit

3. **Stabilization.** Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit Establish a uniform vegetative cover The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans When shown on the plans, the Engineer may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established

4 **Finished Work.** Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.

5. **Restricted Activities.** Do not locate disposal areas, stockpiles, or haul roads in any wetland, water body, or streambed

   Do not install temporary construction crossings in or across any water body without the prior approval of the appropriate resource agency and the Engineer Restrict construction operations in any water body to the necessary areas as shown on the plans or applicable permit, or as directed Use temporary bridges, timber mats, or other structurally sound and non-eroding material for stream crossings

   Provide protected storage area for paints, chemicals, solvents, and fertilizers at an approved location Keep paints, chemicals, solvents, and fertilizers off bare ground and provide shelter for stored chemicals

C. **Installation, Maintenance, and Removal Work.** Perform work in accordance with the specific or general storm water permit Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer If a device ceases to function as intended, repair or replace the device or portions thereof as necessary Remove sediment, debris, and litter When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation Dispose of removed material in accordance with federal, state, and local regulations

   Remove devices upon approval or when directed Upon removal, finish-grade and dress the area Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required

1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option

   For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids For Types 2 and 3, 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 Construct filter dams according to the following criteria, unless otherwise shown on the plans

   a. **Type 1 (Non-reinforced).**

      (1) **Height.** At least 18 in measured vertically from existing ground to top of filter dam

      (2) **Top Width.** At least 2 ft

      (3) **Slopes.** At most 2 1

   b. **Type 2 (Reinforced).**

(1) **Height.** At least 18 in measured vertically from existing ground to top of filter dam

(2) **Top Width.** At least 2 ft

(3) **Slopes.** At most 2 1

c. **Type 3 (Reinforced).**

(1) **Height.** At least 36 in measured vertically from existing ground to top of filter dam

(2) **Top Width.** At least 2 ft

(3) **Slopes.** At most 2 1

d. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in spacing At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in remaining, and twist wires 4 times

For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above

Lift and place without damaging the gabion Shape sack gabions to existing contours

e. **Type 5.** Provide rock filter dams as shown on the plans

2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed Construct embankment for the drainage system in 8-in lifts to the required elevations Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft higher than the top of the inlet pipe at all points Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft on center Construct the energy dissipators or sediment traps as shown on the plans or as directed Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

3. **Baled Hay for Erosion and Sedimentation Control.** Install hay bales at locations shown on the plans by embedding in the soil at least 4 in and, where possible, approximately 1/2 the height of the bale, or as directed. Fill gaps between bales with hay

4. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in at the flume outlet to the limits shown on the plans or as directed

5. **Construction Exits** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits Construct exits for either long or short-term use

a **Long-Term** Place the exit over a foundation course, if necessary Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed Construct exits with a width of at least 14 ft for one-way and 20 ft for two-way traffic for the full width of the exit, or as directed

(1) **Type 1.** Construct to a depth of at least 8 in using crushed aggregate as shown on the plans or as directed

(2) **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed

b. **Short-Term.**

(1) **Type 3.** Construct using crushed aggregate, plywood, or wafer board This type of exit may be used for daily operations where long-term exits are not practical

(2) **Type 4.** Construct as shown on the plans or as directed

6. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices

a **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed

Where required, create a sediment basin providing 3,600 cu ft of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas

b. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed

7. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed

a. **Installation of Posts.** Embed posts 18 in deep or adequately anchor in rock, with a spacing of 8 to 10 ft

b. **Wire Attachment.** Attach the top wire to the posts at least 3 ft from the ground Attach the lower wire midway between the ground and the top wire

c. **Flag Attachment.** Attach flagging to both wire strands midway between each post Use flagging at least 18 in long Tie flagging to the wire using a square knot.

8. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow Fill each bag with sand so that at least the top 6 in of the bag is unfilled to allow for proper tying of the open end Place the sandbags with their tied ends in the same direction Offset subsequent rows of sandbags 1/2 the length of the preceding row Place a single layer of sandbags downstream as a secondary debris trap Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth

9. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow Install the fence as shown on the plans, as specified in this Section, or as directed

a. **Installation of Posts.** Embed posts at least 18 in deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft and install on a slight angle toward the run-off source

b. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in of fabric Provide a minimum trench cross-section of 6 x 6 in Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction Backfill the trench, then hand-tamp

c. **Fabric and Net Reinforcement Attachment.** Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced Sewn vertical pockets may be used to attached reinforcement to end posts Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in or less

d. **Fabric and Net Splices.** Locate splices at a fence post with a minimum lap of 6 in attached in at least 6 places equally spaced, unless otherwise shown under the plans Do not locate splices in concentrated flow areas

Requirements for installation of used temporary sediment-control fence include the following

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

506.5. Measurement.

A. **Rock Filter Dams.** Installation or removal of rock filter dams will be measured by the foot or by the cubic yard The measured volume will include sandbags, when used

1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam
2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas
   a. **Installation.** Measurement will be made in final position
   b. **Removal.** Measurement will be made at the point of removal

B. **Temporary Pipe Slope Drains.** Temporary pipe slope drains will be measured by the foot

C. **Baled Hay.** Baled hay will be measured by each bale

D. **Temporary Paved Flumes.** Temporary paved flumes will be measured by the square yard of surface area The measured area will include the energy dissipater at the flume outlet

E. **Construction Exits.** Construction exits will be measured by the square yard of surface area

F. **Earthwork for Erosion Control.**

1. **Equipment.** Equipment use will be measured by the actual number of hours the equipment is operated
2. **Volume Measurement.**
   a. **In Place.**
      (1) **Excavation.** Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas
      (2) **Embankment.** Embankment will be measured by the cubic yard in its final position by the method of average end areas The volume of embankment will be determined between
         - the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
         - the lines, grades and slopes of the accepted embankment for the feature
   b. **In Vehicles.** Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicles) " Excavation will be measured by the cubic yard in vehicles at the point of removal Embankment will be measured by the cubic yard in vehicles measured at the point of delivery Shrinkage or swelling factors will not be considered in determining the calculated quantities

G. **Construction Perimeter Fence.** Construction perimeter fence will be measured by the foot

H. **Sandbags for Erosion Control.** Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams

I. **Temporary Sediment-Control Fence.** Temporary sediment-control fence will be measured by the foot

506.6. Payment. The following will not be paid for directly but are subsidiary to pertinent Items

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources),
- removal of litter,
- repair to devices and features damaged by Contractor operations,
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls,
- removal and reinstallation of devices and features needed for the convenience of the Contractor,
- finish grading and dressing upon removal of the device; and

- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags

The Contractor will be reimbursed in accordance with pertinent Items or Article 9 5, "Force Account," for maintenance, repair, or reinstallation of devices and features when the need for additional control measures cannot be attributed to the above, as determined by the Engineer Stabilization of disturbed areas will be paid for under pertinent Items

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item

A. **Rock Filter Dams.** 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 as follows

   1. **Installation.** Installation will be paid for as "Rock Filter Dams (Install)" of the type specified This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals

   2. **Removal.** Removal will be paid for as "Rock Filter Dams (Remove) " This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals

   When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals

B. **Temporary Pipe Slope Drains** 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 "Temporary Pipe Slope Drains" of the size specified This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals

   Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain

   Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under Section 506 5 F, "Earthwork for Erosion and Sediment Control "

   Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap "

C. **Baled Hay.** 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 "Baled Hay " This price is full compensation for furnishing and placing bales, excavating trenches, removal and disposal, equipment, labor, tools, and incidentals

   When the Engineer directs that the baled hay installation (or portions thereof) be replaced, payment will be made at the unit price bid for "Baled Hay," which is full compensation for removal and reinstallation of the baled hay

D. **Temporary Paved Flumes.** 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 "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove) " This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals

   When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install) " These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals

   Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under Section 506 5 F, "Earthwork for Erosion and Sediment Control "

E. **Construction Exits.** Contractor-required construction exits from off-right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove) " This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under Section 506 5 F, "Earthwork for Erosion and Sediment Control "

F. **Earthwork for Erosion and Sediment Control.** 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 "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Earthwork (Erosion and Sediment Control, In Vehicles)," "Dragline Work (Erosion and Sediment Control)," "Backhoe Work (Erosion and Sediment Control)," "Excavator Work (Erosion and Sediment Control)," "Front End Loader Work (Erosion and Sediment Control)," "Blading Work (Erosion and Sediment Control)," "Scraper Work (Erosion and Sediment Control)," or "Bulldozer Work (Erosion and Sediment Control) "

This price is full compensation for excavation including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project, excavation for construction of erosion-control features, embankments including furnishing material from approved sources and construction of erosion-control features, sandbags, plywood, stage construction for curb inlets involved in curb-inlet sediment traps, and equipment, labor, tools, and incidentals

Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item

G. **Construction Perimeter Fence.** 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 "Construction Perimeter Fence " This price is full compensation for furnishing and placing the fence, digging, fence posts, wire, and flagging, removal and disposal, and materials, equipment, labor, tools, and incidentals

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence

H. **Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot) This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags

I. **Temporary Sediment-Control Fence.** 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 "Temporary Sediment-Control Fence " This price is full compensation for furnishing and placing the

fence, trenching, fence posts, fabric and backfill, removal and disposal, and equipment, labor, tools, and incidentals

Removal of temporary sediment-control fence will not be paid for directly but is subsidiary to the installation Item When the Engineer directs that the temporary sedimentation control fence installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Sediment-Control Fence," which is full compensation for the removal and reinstallation of the temporary sediment-control fence

ITEM 508

CONSTRUCTING DETOURS

508.1. Description. Construct and maintain detours. Remove detours when required

508.2. Materials.

A. **Embankment.** Use roadway excavation for embankment material or use material from other approved sources

B **Temporary Drainage Pipe.** Furnish pipe required for temporary drainage in accordance with details shown on the plans or as directed Pipe will become the property of the Contractor upon removal.

Temporary use of permanent pipe for use on the project is allowable if the sequence of work permits If pipe used temporarily is damaged so that it is not acceptable in accordance with applicable Items, it will not be acceptable for incorporation in the final project The damaged pipe remains the property of the Contractor

C. **Base and Surfacing.** Furnish base and surfacing materials in accordance with Items as shown on the plans

508.3. Construction. Construct the detour at the locations and to the lines, grades, and typical sections shown on the plans or as directed, in accordance with pertinent Items Maintain detours for public travel in a safe and passable condition The safety of the public and convenience of traffic is of prime importance Maintain detours in accordance with Article 4 5, "Maintenance of Traffic", Article 7 7, "Public Safety and Convenience", Article 7 14, "Contractor's Responsibility for Work", and this Item

Remove detours after they are no longer needed for traffic Removed materials will become the property of the Contractor unless otherwise shown on the plans or directed Dispose of the materials off the right of way, unless otherwise directed, in accordance with federal, state, and local requirements. If allowed, materials may be disposed of by spreading along the adjacent roadway slopes If embankment, base, or surfacing is to be reused within the roadway construction or stockpiled for future use, salvage or stockpile in accordance with pertinent Items

508.4 Measurement. This Item will be measured by the 100-ft station, the square yard of pavement area, or each detour constructed.

508.5. 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 bid price for "Constructing Detours," or for "Constructing Detours (EBSS) " EBSS (Embankment Base Surface Separate) is used when embankment, base, and surface are paid for separately

The price bid for "Constructing Detours" is full compensation for furnishing all materials required, including embankment, base, and surfacing, excavation and hauling of excavated material, sprinkling and compacting; furnishing, installing, and removing drainage structures, removal of detour, disposal of materials, and equipment, labor, tools, and incidentals

The price bid for "Construction Detours (EBSS)" is full compensation for furnishing, installing, and removing drainage structures, removal of detour, disposal of materials, and equipment, labor, tools, and incidentals, except that embankment, flexible base, and surfacing will be measured and paid for in accordance with other pertinent Items

Maintenance of detours constructed will not be paid for directly but will be subsidiary to this Item Maintenance of pavement on detours that use existing pavement will be paid for in accordance with Article 7 14, "Contractor's Responsibility for Work "

When the plans require the base and surfacing to be removed and incorporated in the final roadway or stockpiled after use on the detour, the work will be performed, measured, and paid for in accordance with the pertinent Items shown for salvaging, replacing, or stockpiling materials

All other items not specifically addressed in this Article will be paid for under pertinent Items, unless otherwise shown on the plans

ITEM 560

MAILBOX ASSEMBLIES

560.1. Description. Install, remove, temporarily relocate, or replace mailbox assemblies of the type specified

560.2. Materials. Furnish mailbox assemblies in accordance with the plans Provide new mailbox assemblies for permanent installations

560.3. Construction. Temporarily relocate mailbox assemblies as shown on the plans or as directed Furnish and mount mailboxes on approved temporary mailbox assemblies during relocation Maintain mailbox assemblies in a serviceable condition. Furnish and install additional mailbox assemblies as directed Relocate mailbox assemblies to permanent locations upon completion of construction work

560.4. Measurement. This Item will be measured by each mailbox assembly installed

560.5. 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 "Mailbox Installation (Single)," "Mailbox Installation (Double)," or "Mailbox Installation (Multiple) "

This price is full compensation for installing mailboxes and reflectors in permanent locations, materials, equipment, labor, tools, and incidentals Removing existing and temporary mailbox assemblies and installing and moving temporary mailbox assemblies will not be paid for directly, but will be subsidiary to pertinent Items

ITEM 636
ALUMINUM SIGNS

636.1. Description.

- **Installation.** Furnish, fabricate, and erect aluminum signs Sign supports are provided for under other Items
- **Replacement.** Replace existing signs on existing sign supports
- **Refurbishing.** Refurbish existing aluminum signs on existing sign supports

636.2. Materials.

A. **Sign Blanks.** Furnish sign blank substrates in accordance with DMS-7110, "Aluminum Sign Blanks," and in accordance with the types shown on the plans Use single-piece sheet-aluminum substrates for Type A (small) signs and extruded aluminum substrates for Type G (ground-mounted) or Type O (overhead-mounted) signs

B. **Sign Face Reflectorization.** Reflectorize the sign faces with flat surface reflective sheeting. Furnish sheeting that meets DMS-8300, "Sign Face Materials." Use reflective sheeting from the same manufacturer for the entire face of a sign

C. **Sign Messages.** Fabricate sign messages to the sizes, types, and colors shown on the plans Use sign message material from the same manufacturer for the entire message of a sign

- Ensure that the screened messages have clean, sharp edges and exhibit uniform color and reflectivity Prevent runs, sags, and voids Furnish screen inks in accordance with DMS-8300
- Fabricate colored, transparent film legend and reflectorized sheeting legend from materials that meet DMS-8300
- Fabricate nonreflectorized-sheeting legend from materials that meet DMS-8300
- Furnish Type A aluminum signs required as part of a message in conformance with the plans and in accordance with this Item

D. **Hardware.** Use galvanized steel, stainless steel, or dichromate-sealed aluminum for bolts, nuts, washers, lock washers, screws, and other sign assembly hardware. Use plastic or nylon washers to avoid tearing the reflective sheeting. Furnish steel or aluminum products in accordance with DMS-7120, "Sign Hardware "

When dissimilar metals are used, select or insulate metals to prevent corrosion

E. **Sampling.** The Engineer will sample in accordance with Tex-726-I.

636.3. Construction.

A. **Fabrication.**

1. **Sign Blanks.** Furnish sign blanks to the sizes and shapes shown on the plans and that are free of buckles, warps, burrs, dents, cockles, or other defects. Do not splice individual extruded aluminum panel

   Complete the fabrication of sign blanks, including the cutting and drilling or punching of holes, before cleaning and degreasing. After cleaning and degreasing,

ensure that the substrate does not come into contact with grease, oils, or other contaminants before the application of the reflective sheeting.

2. **Sheeting Application.** Apply sheeting to sign blanks in conformance with the recommended procedures of the sheeting manufacturer Clean and prepare the outside surface of extruded aluminum flanges in the same manner as the sign panel face.

   Minimize the number of splices in the sheeting. Overlap the lap-splices by at least 1/4 in. Use butt splices for Type D and Type E reflective sheeting. Provide a 1-ft minimum dimension for any piece of sheeting. Do not splice sheeting for signs fabricated with transparent screen inks or colored transparent films.

3. **Sign Assembly.** Assemble extruded aluminum signs in accordance with the details shown on the plans. Sign face surface variation must not exceed 1/8 in. per foot Surface misalignment between panels in multi-panel signs must not exceed 1/16 in. at any point

4. **Decals.** Code and apply sign identification decals in accordance with Item 643, "Sign Identification Decals."

B. **Storage and Handling.** Ship, handle, and store completed sign blanks and completed signs so that corners, edges, and faces are not damaged. Damage to the sign face that is not visible when viewed at a distance of 50 ft , night or day, will be acceptable Replace unacceptable signs

   Store all finished signs off the ground and in a vertical position until erected Store finished signs 60 in by 60 in. or smaller in a weatherproof building. Larger signs may be stored outside.

C. **Cleaning.** Before shop inspection, wash completed signs with a biodegradable cleaning solution acceptable to the manufacturers of the sheeting, colored transparent film, and screen ink to remove grease, oil, dirt, smears, streaks, finger marks, and other foreign material Wash again before final inspection after erection

D. **Installation.** Install signs as shown on the plans or as directed.

E. **Replacement.** Remove the existing signs from the existing supports and replace with new signs, including mounting hardware, as shown on the plans.

F. **Refurbishing.** Refurbish existing signs by providing and installing new messages and mounting hardware Install new reflectorized legend and supplemental signs as shown on the plans

G. **Unsalvageable Material.** Accept ownership of unsalvageable materials and dispose of in accordance with federal, state, and local regulations

636.4. Measurement. Signs installed or replaced will be measured by the square foot of the sign face Signs refurbished will be measured by each sign

This is a plans quantity measurement Item The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9 2, "Plans Quantity Measurement " Additional measurements or calculations will be made if adjustments of quantities are required.

636.5. 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 "Aluminum Signs," "Replacing Existing Aluminum Signs," or "Refurbishing Aluminum Signs," of the type specified

A. **Installation.** This price is full compensation for furnishing and installing new signs and hardware, fabrication of sign panels, treatment of sign panels required before application of the background materials; application of the background materials and messages to the sign panels; furnishing and fabricating frames, wind beams, stiffeners, or required joint backing strips; furnishing bolts, rivets, screws, fasteners, clamps, brackets, and sign support connections; assembling and erecting the signs, preparing and cleaning the signs; and equipment, materials, labor, tools, and incidentals.

B. **Replacement.** This price is full compensation for furnishing and installing new aluminum signs and hardware; removal of existing signs; fabrication of sign panels; treatment of sign panels required before application of the background materials; application of the background materials and messages to the sign panels; furnishing and fabricating frames, wind beams, stiffeners, or required joint backing strips, furnishing bolts, rivets, screws, fasteners, clamps, brackets, and sign support connections; assembling and erecting the signs; preparing and cleaning the signs; salvaging and disposing of unsalvageable material, and equipment, materials, labor, tools, and incidentals.

C. **Refurbishing.** This price is full compensation for modifying existing sign messages; removing and replacing existing route markers, reflectorized legend, or supplemental signs attached to the parent sign; preparing and cleaning the signs; furnishing sheeting and hardware; salvaging and disposing of unsalvageable material; and equipment, materials, labor, tools, and incidentals.

ITEM 644

SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

644.1. Description.

- **Installation.** Furnish, fabricate, and erect small roadside sign assemblies consisting of the signs, sign supports, foundations, and associated mounting hardware.
- **Relocation.** Relocate existing small roadside sign assemblies, and furnish and fabricate materials as required.
- **Removal.** Remove existing small roadside sign assemblies

644.2. Materials. Furnish all materials unless otherwise shown on the plans Furnish only new materials Furnish and fabricate materials in accordance with the following Items and with details shown on the plans·

- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel"
- Item 441, "Steel Structures"
- Item 442, "Metal for Structures"
- Item 445, "Galvanizing"
- Item 634, "Plywood Signs"
- Item 636, "Aluminum Signs"
- Item 643, "Sign Identification Decals"
- Item 656, "Foundations for Traffic Control Devices "

Use galvanized steel, stainless steel, dichromate sealed aluminum, or other materials shown on the plans for pipe, bolts, nuts, washers, lock washers, screws, and other sign assembly hardware When dissimilar metals are used, select or insulate the metals to prevent corrosion

644.3. Construction. Install foundations in accordance with Item 656, "Foundations for Traffic Control Devices " Plumb sign supports. Do not spring or rake posts to secure proper alignment Use established safety practices when working near underground or overhead utilities. Consult the appropriate utility company before beginning work

A. **Fabrication.** Fabricate sign supports in accordance with Item 441, "Steel Structures." Ensure that all components fit properly

   Verify the length of each post for each sign before fabrication to meet field conditions and sign-mounting heights shown on the plans

   Galvanize fabricated parts in accordance with Item 445, "Galvanizing." Punch or drill any holes in steel parts or members before the parts or members are galvanized Repair any steel part or member on which the galvanizing has been damaged during assembly, transit, erection, or welding in accordance with Section 445 3.D, "Repairs "

B. **Installation.** Locate sign supports as shown on the plans, unless directed to shift the sign supports within design guidelines to secure a more desirable location or to avoid conflict with utilities and underground appurtenances Stake sign-support locations for verification by the Engineer.

Install stub posts of the type, spacing, orientation, and projection shown on the plans. Remove and replace posts damaged during installation at the Contractor's expense.

Connect the upper post sections to the stub post sections as shown on the plans. Torque connection bolts as shown on the plans

Attach signs to support assemblies in accordance with the plans and pertinent Items

C. **Relocation.** Unless otherwise shown on the plans, reuse the existing supports and shorten or lengthen them as required. Obtain approval before lengthening existing supports Furnish and install new breakaway stub posts in new foundations for relocated signs. Erect the supports on the new breakaway stub posts, and attach the signs to the supports Attach signs to support assemblies in accordance with the plans and pertinent Items. Remove existing foundations to be abandoned in accordance with Section 644 3.D, "Removal."

D. **Removal.** Remove existing concrete foundations that are to be abandoned to 2 ft. below finish grade Backfill the remaining hole with material equal in composition and density to the surrounding area Replace any surfacing with like material to equivalent condition.

E. **Handling and Storage.** Handle and store existing signs or portions of signs removed so that they are not damaged Prevent any damage to the various sign assembly components. Replace any portion of the sign damaged by the Contractor designated for reuse or salvage, including messages removed

Stockpile all removed sign components that will be reused or that become the property of the Department at designated locations Accept ownership of unsalvageable materials, and dispose of them in accordance with federal, state, and local regulations.

F. **Cleaning.** After the sign has been installed, wash the entire sign with a biodegradable cleaning solution acceptable to the sheeting and screen ink manufacturers to remove dirt, grease, oil smears, streaks, finger marks, and other foreign materials.

644.4. Measurement. This Item will be measured as each small roadside assembly installed, removed, or relocated.

644.5. 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 "Install Small Roadside Sign Supports and Assemblies" of the type specified, "Relocate Small Roadside Sign Supports and Assemblies" of the type specified, or "Remove Small Roadside Sign Supports and Assemblies "

A. **Installation.** This price is full compensation for furnishing, fabricating, galvanizing, and erecting the supports; constructing foundations including concrete (when required); furnishing complete signs including sign connections and all hardware; attaching the signs to the supports, washing and cleaning the signs; and equipment, materials, labor, tools, and incidentals

B. **Relocation.** This price is full compensation for furnishing and installing new breakaway stubs and new sign supports (when required); constructing foundations including concrete (when required), removing existing signs and related materials,

new signs (when required), modifying existing sign supports; reinstallation of signs and sign assemblies; preparing and cleaning; salvaging, disposal of unsalvageable material; hauling, excavating, backfilling, and surface placement, new hardware, and equipment, materials, labor, tools, and incidentals.

C. **Removal.** This price is full compensation for removing existing sign assemblies and related materials; salvaging; disposal of unsalvageable material; hauling, excavating, backfilling, and surface placement, and equipment, materials, labor, tools, and incidentals.

ITEM 666

REFLECTORIZED PAVEMENT MARKINGS

666.1. Description. Furnish and place reflectorized pavement markings

666.2. Materials.

A. **Type I Marking Materials.** Furnish in accordance with DMS-8220, "Hot Applied Thermoplastic "

B. **Type II Marking Materials.** Furnish in accordance with DMS-8200, "Traffic Paint."

C. **Glass Traffic Beads.** Furnish drop-on glass beads conforming to DMS-8290, "Glass Traffic Beads."

1. **Type I Markings.** Furnish Type III drop-on glass beads. Furnish Type II or double-drop of Type II and Type III drop-on glass beads where each type bead is applied separately in equal portions (by weight), only when specified in the plans. When furnishing a double-drop system, apply the Type III beads before applying the Type II beads.

2. **Type II Markings.** Furnish Type III drop-on glass beads or other beads specified on the plans

D. **Labeling.** Use clearly marked containers that indicate color, mass, material type, manufacturer, and batch number.

666.3. Equipment.

A. **General Requirements.** Use equipment that:

- is maintained in satisfactory condition,
- meets or exceeds the requirements of the National Board of Fire Underwriters and the RRC for this application,
- uses an automatic bead dispenser attached to the pavement marking equipment, and
- can provide continuous mixing and agitation of the pavement marking material.

Provide a hand-held thermometer capable of measuring the temperature of the marking material when applying Type I material

B. **Material Placement Requirements.** Use equipment that can place:

- at least 40,000 ft of 4-in solid or broken markings per day at the specified thickness;
- linear markings up to 8 in wide in a single pass,
- markings other than solid or broken lines;
- a center-line and no-passing barrier-line configuration consisting of 1 broken line with 2 solid lines at the same time to the alignment, spacing, and thickness shown on the plans, for 3-line application;
- white line from both sides,
- lines with clean edges, uniform cross section and thickness, and reasonably square ends;

- skip lines between 10 and 10-1/2 ft , an approximate stripe-to-gap ratio of 1 to 3, and a stripe-gap cycle between 39-1/2 ft and 40-1/2 ft., automatically,
- beads uniformly and almost instantly on the marking as the marking is being applied;
- beads uniformly during the application of all lines (each line must have an equivalent bead yield rate and embedment), and
- double-drop bead applications using both Type II and Type III beads from separate independent bead applicators, if double-drop bead application is used.

666.4. Construction. Place markings before opening to traffic unless short-term or work zone markings are allowed

A. **General.** Obtain approval for the sequence of work and estimated daily production On roadways already open to traffic, place markings with minimal interference to the operations of that roadway. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed, and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway

Apply markings on pavement that is completely dry and passes the following tests:

- Type I Marking Application—Place a sample of Type I marking material on a piece of tarpaper placed on the pavement Allow the material to cool to ambient temperature, and then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper
- Type II Marking Application—Place a 1-sq. ft piece of clear plastic on the pavement, and weight down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic

Apply markings:

- that meet the requirements of Tex-828-B,
- using widths and colors shown on the plans,
- at locations shown on the plans,
- in proper alignment with the guides without deviating from the alignment more than 1 in per 200 ft of roadway or more than 2 in. maximum,
- without abrupt deviations,
- free of blisters and with no more than 5% by area of holes or voids,
- with uniform cross section and thickness,
- with clean and reasonably square ends,
- that are reflectorized, and
- using personnel skilled and experienced with installation of pavement markings

Remove all applied markings that are not in alignment or sequence as stated in the plans or as stated in the specifications at the Contractor's expense in accordance with

Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment

B. **Surface Preparation.** Unless otherwise shown on the plans, prepare surfaces in accordance with this section

1. **Cleaning for New Asphalt Surfaces and Retracing of All Surfaces.** For new asphalt surfaces (less than 3 years old) and retracing of all surfaces, air-blast or broom the pavement surface to remove loose material, unless otherwise shown on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans.

2. **Cleaning for Old Asphalt and Concrete Surfaces (Excludes Retracing).** For old asphalt surfaces (more than 3 years old) and all concrete surfaces, clean in accordance with Item 678, "Pavement Surface Preparation for Markings," to remove curing membrane, dirt, grease, loose and flaking existing construction markings, and other forms of contamination.

3. **Sealer for Type I Markings.** For asphalt surfaces more than 3 years old or for concrete, apply a pavement sealer before placing Type I markings on locations that do not have existing markings, unless otherwise approved. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer unless otherwise shown on the plans. Follow the manufacturer's directions for application of acrylic or epoxy sealers. When the sealer becomes dirty after placement, clean by washing or in accordance with Section 666 4 B 1, "Cleaning for New Asphalt Surfaces and Retracing of All Surfaces," as directed Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.

C. **Application.** Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the markings if required

1. **Type I Markings.** Place the Type I marking after the sealer cures Apply within the temperature limits recommended by the material manufacturer. If during a spray application, operations cease for 5 min or longer, flush the spray head by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature

   Apply on clean, dry pavements passing the moisture test described in Section 666 4 A, "General," and with a surface temperature above 50°F when measured in accordance with Tex-829-B.

   Apply Type I markings with a minimum thickness of·

   - 0 100 in (100 mils) for new markings and retracing water-based markings on surface treatments involving Item 316, "Surface Treatments," or Item 318, "Hot Asphalt-Rubber Surface Treatments,"
   - 0 060 in. (60 mils) for retracing on thermoplastic pavement markings, or
   - 0 090 in. (90 mils) for all other Type I markings.

   The maximum thickness for Type I markings is 0.180 in. (180 mils) Measure thickness for markings in accordance with Tex-854-B using the tape method.

2. **Type II Markings.** Apply on surfaces with a minimum surface temperature of 50°F. Apply at least 20 gal. per mile on concrete and asphalt surfaces and at least 22 gal. per mile on surface treatments for a solid 4-in line Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 15 gal. per mile using Type II drop-on beads.
3. **Bead Coverage.** For Type I and Type II markings, provide a uniform distribution of beads across the surface of the stripe, with 40 to 60% bead embedment

D. **Performance Period.** All markings and replacement markings must meet the requirements of Tex-828-B for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements, and replace at the Contractor's expense. Replace failing markings within 30 days of notification.

666.5. Measurement. This Item will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans Each stripe will be measured separately

This is a plans quantity measurement Item The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required

Acrylic or epoxy sealer, or Type II markings when used as a sealer for Type I markings, will be measured by the foot; by each word, symbol, or shape, or by any other unit shown on the plans

666.6. 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 "Pavement Sealer" of the size specified or "Reflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness (Type I markings only) specified as applicable This price is full compensation for materials, application of pavement markings, equipment, labor, tools, and incidentals

Surface preparation of new concrete and asphalt concrete pavements more than 3 years old, where no stripe exists, will be paid for under Item 678, "Pavement Surface Preparation for Markings." Surface preparation of all other asphalt and old concrete pavement, except for sealing, will not be paid for directly but is subsidiary to this Item

Work-zone pavement markings (Type II, paint and beads) used as a sealer for Type I markings (thermoplastic) will be paid for under Item 662, "Work Zone Pavement Markings."

If the Engineer requires that markings be placed in inclement weather, repair or replacement of markings damaged by the inclement weather will be paid for in addition to the original plans quantity.

ITEM 760

CLEANING AND RESHAPING DITCHES

760.1. Description. Clean and reshape ditches

760.2. Work Methods. Excavate and remove excess material from ditches and from around fixtures within the limits of the excavation Reshape ditches in conformance with the lines, grades, and typical cross-sections shown on the plans or as directed Dispose of excess material in accordance with applicable federal, state, and local regulations, or place on right of way, as directed Maintain ditch drainage during cleaning and reshaping work

760.3. Measurement. Measurement will be as follows

A. **Foot.** By the foot, measured along the centerline of the ditch

B. **Cubic Yard in Place.** By the cubic yard in its original position computed by the method of average end areas

C. **Cubic Yard in Vehicle.** By the cubic yard in vehicles measured at the point of excavation

760.4. 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 "Ditch Cleaning and Reshaping (Foot)," "Ditch Cleaning and Reshaping (Cubic Yard in Place)," or "Ditch Cleaning and Reshaping (Cubic Yard in Vehicle) " This price is full compensation for excavation, disposal of removed materials, reshaping, equipment, labor, tools, and incidentals.

WATER SYSTEM SPECIFICATIONS

Section 02317

EXCAVATION AND BACKFILL FOR UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A Excavation, trenching, foundation, embedment, and backfill for installation of utilities, including manholes and other pipeline structures

1 02 MEASUREMENT AND PAYMENT

A Unit Prices

1. No additional payment will be made for trench excavation, embedment and backfill under this Section Include cost in unit price for installed underground piping, sewer, conduit, or duct work.

2 When Project Manager directs Contractor to over excavate trench bottom, Contractor will be paid by unit price bid per linear foot under bid item - 6" Over Excavation of Trench Bottom.

   a No payment will be paid if Project Manager does not direct Contractor to over excavate trench bottom.

   b. No over excavation will be measured or paid when unsuitable conditions result from dewatering system not in conformance with Section 01578 - Control of Ground Water and Surface Water.

3. No additional payment will be made for performing Critical Location exploratory excavation. Include cost in unit price for installed underground piping, sewer, conduit, or duct work.

4 Refer to Section 01270 - Measurement and Payment for unit price procedures.

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 DEFINITIONS

A Pipe Foundation. Suitable and stable native soils that are exposed at trench subgrade after excavation to depth of bottom of bedding as shown on Drawings, or foundation backfill material placed and compacted in over-excavations

B. Pipe Bedding: Portion of trench backfill that extends vertically from top of foundation up to level line at bottom of pipe, and horizontally from one trench sidewall to

opposite sidewall.

C Haunching Material placed on either side of pipe from top of bedding up to springline of pipe and horizontally from one trench sidewall to opposite sidewall

D. Initial Backfill· Portion of trench backfill that extends vertically from springline of pipe (top of haunching) up to level line 12 inches above top of pipe, and horizontally from one trench sidewall to opposite sidewall

E Pipe Embedment· Portion of trench backfill that consists of bedding, haunching and initial backfill

F Trench Zone· Portion of trench backfill that extends vertically from top of pipe embedment up to pavement subgrade or up to final grade when not beneath pavement.

G Unsuitable Material Unsuitable soil materials are the following.

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487

2 Materials that cannot be compacted to required density due to gradation, plasticity, or moisture content

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials

4 Materials that are contaminated with hydrocarbons or other chemical contaminants

H Suitable Material. Suitable soil materials are those meeting specification requirements. Materials mixed with lime, fly ash, or cement that can be compacted to required density and meeting requirements for suitable materials may be considered suitable materials, unless otherwise indicated.

I. Backfill Suitable material meeting specified quality requirements placed and compacted under controlled conditions.

J Ground Water Control Systems Installations external to trench, such as well points, eductors, or deep wells. Ground water control includes dewatering to lower ground water, intercepting seepage which would otherwise emerge from side or bottom of trench excavation, and depressurization to prevent failure or heaving of excavation bottom. Refer to Section 01578 - Control of Ground Water and Surface Water.

K. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from trench excavation Rain water and surface water accidentally entering trench shall be controlled and removed as part of excavation drainage.

L. Excavation Drainage: Removal of surface and seepage water in trench by sump pumping and using drainage layer, as defined in ASTM D 2321, placed on foundation beneath pipe bedding or thickened bedding layer of Class I material

M Trench Conditions are defined with regard to stability of trench bottom and trench walls of pipe embedment zone Maintain trench conditions that provide for effective placement and compaction of embedment material directly on or against undisturbed soils or foundation backfill, except where structural trench support is necessary

1 Dry Stable Trench: Stable and substantially dry trench conditions exist in pipe embedment zone as result of typically dry soils or achieved by ground water control (dewatering or depressurization) for trenches extending below ground water level.

2 Stable Trench with Seepage. Stable trench in which ground water seepage is controlled by excavation drainage

a Stable Trench with Seepage in Clayey Soils: Excavation drainage is provided in lieu of or to supplement ground water control systems to control seepage and provide stable trench subgrade in predominately clayey soils prior to bedding placement

b Stable Wet Trench in Sandy Soils: Excavation drainage is provided in embedment zone in combination with ground water control in predominately sandy or silty soils.

3 Unstable Trench· Unstable trench conditions exist in pipe embedment zone if ground water inflow or high water content causes soil disturbances, such as sloughing, sliding, boiling, heaving or loss of density

N Sub-trench. Sub-trench is special case of benched excavation Sub-trench excavation below trench shields or shoring installations may be used to allow placement and compaction of foundation or embedment materials directly against undisturbed soils Depth of sub-trench depends upon trench stability and safety as determined by Contractor

O Trench Dam Placement of low permeability material in pipe embedment zone or foundation to prohibit ground water flow along trench

P. Over-excavation and Backfill Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below top of foundation as shown on Drawings, and backfilled with foundation bedding

Q. Foundation Bedding: Natural soil or manufactured aggregate of controlled gradation, and geotextile filter fabrics as required, to control drainage and material separation Foundation bedding is placed and compacted as backfill to provide stable support for

bedding. Foundation bedding materials may include concrete seal slabs.

R Trench Safety Systems include both protective systems and shoring systems as defined in Section 02260 - Trench Safety Systems.

S Trench Shield (Trench Box) Portable worker safety structure moved along trench as work proceeds, used as protective system and designed to withstand forces imposed on it by cave in, thereby protecting persons within trench. Trench shields may be stacked if so designed or placed in series depending on depth and length of excavation to be protected.

T Shoring System: Structure that supports sides of an excavation to maintain stable soil conditions and prevent cave-ins, or to prevent movement of ground affecting adjacent installations or improvements

U Special Shoring· Shoring system meeting special shoring as specified in Paragraph 1 08, Special Shoring Design Requirements, for locations identified on Drawings

V Vacuum Excavation An excavation technique performed by an experienced subcontractor in which water or air jetting is used to slough off and vacuum away soil.

W. Large Diameter Water Line (LDWL). Water line that is 24-inches in diameter or larger

X. Emergency Action Plan (EAP): The EAP document should include a discussion of procedures for timely and reliable detection, classification (level of emergency) and response procedure to a potential emergency condition associated with a large diameter water line

Y. Subsurface Utility Exploration (SUE): Non-destructive excavation, unless otherwise approved by project manager.

1.04 REFERENCES

A ASTM C 12 - Standard Practice for Installing Vitrified Clay Pipe Lines

B ASTM D 558 - Standard Test Methods for Moisture-Density Relations of Soil Cement Mixtures

C ASTM D 698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft)

D ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.

E ASTM D 2321 - Standard Practice for Underground Installation of Thermoplastic

Pipe for Sewers and Other Gravity Flow Applications.

F ASTM D 2487 - Standard Classification of Soils for Engineering Purposes

G ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

H ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

I ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

J TxDOT Tex-101-E - Preparing Soil and Flexible Base Materials for Testing.

K. TxDOT Tex-110-E - Particle Size Analysis of Soils.

L Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA)

M ASTM C76- Standard Specification for Reinforced Concrete Culverts, Storm Drain, and Sewer Pipe.

1 05 SCHEDULING

A Schedule work so that pipe embedment can be completed on same day that acceptable foundation has been achieved for each section of pipe installation, manhole, or other structures

B For proposed utility adjacent to or across existing LDWL:

1 Conduct a meeting between contractor, Drinking Water Operations and Utility Maintenance Branch prior to beginning excavation to coordinate the EAP in the event a water line shut down becomes necessary.

2 Notify Drinking Water Operations a minimum of 1 week prior to beginning construction activities

3. Notify Drinking Water Operations a minimum of 48 hours prior to beginning SUE work near LDWL.

4 Unless otherwise approved by City Engineer, perform construction activities between 7 AM and 7 PM, Monday through Friday No work permitted around a LDWL on weekends or City Holiday.

5 A City Inspector must be present during SUE or construction activities occurring within four feet or one diameter of the LDWL, whichever is greater,

from a LDWL or appurtenance.

1.06 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures

B Submit planned typical method of excavation, backfill placement and compaction including.

1. Trench widths

2 Procedures for foundation and pipe zone bedding placement, and trench backfill compaction.

3. Procedures for assuring compaction against undisturbed soil when pre-manufactured trench safety systems are proposed.

C Submit backfill material sources and product quality information in accordance with requirements of Section 02320 - Utility Backfill Materials.

D. Submit trench excavation safety program in accordance with requirements of Section 02260 - Trench Safety System Include designs for special shoring meeting requirements defined in Paragraph 1.08, Special Shoring Design Requirements contained herein.

E Submit record of location of utilities as installed, referenced to survey control points Include locations of utilities encountered or rerouted. Give stations, horizontal dimensions, elevations, inverts, and gradients

F Submit 11 inch by 17 inch or 12 inch by 18 inch copy of Drawing with plotted utility or obstruction location titled "Critical Location Report" to Project Manager

G. For installation of proposed utility adjacent to or across existing LDWL, prepare and submit the following to Drinking Water Operations prior to beginning construction activities. Obtain approval from Drinking Water Operations prior to commencing prelocate or utility work near LDWL

1. Trench details, shoring system designs, installation sequences, and flowable fill mix designs

2. Emergency Action Plan (EAP) to address contingency plans in the event of damage to or failure of LDWL Include the following:

a Contact personnel and agencies including primary and secondary telephone numbers,

b. Contractor's hierarchy of responsible personnel,

c. Traffic control measures, and

d Identification of resources to be available on or near project site in event of damage to or failure of LDWL.

1.07 TESTS

A Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory provided by City in accordance with requirements of Section 01454 - Testing Laboratory Services and as specified in this Section

B Perform backfill material source qualification testing in accordance with requirements of Section 02320- Utility Backfill Materials.

1 08 SPECIAL SHORING DESIGN REQUIREMENTS

A. Have special shoring designed or selected by Contractor's Professional Engineer to provide support for sides of excavations, including soils and hydrostatic ground water pressures as applicable, and to prevent ground movements affecting adjacent installations or improvements such as structures, pavements and utilities. Special shoring may be a premanufactured system selected by Contractor's Professional Engineer to meet project site requirements based on manufacturer's standard design.

PART 2 P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with hydraulic excavator or other equipment suitable for achieving requirements of this Section

B. Use only hand-operated tamping equipment until minimum cover of 12 inches is obtained over pipes, conduits, and ducts Do not use heavy compacting equipment until adequate cover is attained to prevent damage to pipes, conduits, or ducts.

C Use trench shields or other protective systems or shoring systems which are designed and operated to achieve placement and compaction of backfill directly against undisturbed native soil

D. Use special shoring systems where required which may consist of braced sheeting, braced soldier piles and lagging, slide rail systems, or other systems meeting requirements as specified in Paragraph 1 08, Special Shoring Design Requirements

2 02 MATERIAL CLASSIFICATIONS

A Embedment and Trench Zone Backfill Materials: Conform to classifications and product descriptions of Section 02320 - Utility Backfill Materials and Section 02321 – Cement Stabilized Sand.

B. Concrete Backfill Conform to requirements for Class B concrete as specified in Section 03315 - Concrete for Utility Construction

C Geotextile (Filter Fabric) Conform to requirements of Section 02621- Geotextile.

D Concrete for Trench Dams Concrete backfill or 3 sack premixed (bag) concrete

PART 3 E X E C U T I O N

3 01 STANDARD PRACTICE

A Install flexible pipe, including "semi-rigid" pipe, to conform to standard practice described in ASTM D 2321, and as described in this Section. Where an apparent conflict occurs between standard practice and requirements of this Section, this Section governs

B. Install rigid pipe to conform to standard practice described in ASTM C 12 or C76 as applicable, and as described in this Section Where an apparent conflict occurs between standard practice and requirements of this Section, this Section governs

3 02 PREPARATION

A. Establish traffic control to conform to requirements of Section 01555 - Traffic Control and Regulation. Maintain barricades and warning lights for streets and intersections affected by Work, and are considered hazardous to traffic movements

B. Perform work to conform to applicable safety standards and regulations. Employ trench safety system as specified in Section 02260 - Trench Safety Systems.

C Immediately notify agency or company owning any existing utility line which is damaged, broken, or disturbed Obtain approval from Project Manager and agency for any repairs or relocations, either temporary or permanent

D Remove existing pavements and structures, including sidewalks and driveways, to conform to requirements of Section 02221 - Removing Existing Pavements and Structures, as applicable

E. Install and operate necessary dewatering and surface-water control measures to conform to Section 01578 - Control of Ground Water and Surface Water. Provide stable trench to allow installation in accordance with Specifications

F. Maintain permanent benchmarks, monumentation, and other reference points Unless

otherwise directed in writing, replace those which are damaged or destroyed in accordance with Section 01725 - Field Surveying.

3 03 CRITICAL LOCATION INVESTIGATION

A Horizontal and vertical location of various underground lines shown on Drawings, including but not limited to water lines, gas lines, storm sewers, sanitary sewers, telecommunication lines, electric lines or power ducts, pipelines, concrete and debris, are based on best information available but are only approximate locations. Unless otherwise approved by Project Manager, at Critical Locations shown on Drawings, perform vacuum excavation to field verify horizontal and vertical locations of such lines within a zone 2 feet vertically and 4 feet horizontally of proposed work exclude water jetting at PCCP water line.

1 Verify location of existing utilities minimum of 7 working days in advance of pipe laying activities based on daily pipe laying rate or prior to beginning installation of auger pit or tunnel shaft. Use extreme caution and care when uncovering utilities designated by Critical Locate.

2 Notify Project Manager in writing immediately upon identification of obstruction In event of failure to identify obstruction in minimum of 7 days, Contractor will not be entitled to extra cost for downtime including, but not limited to, payroll, equipment, overhead, demobilization and remobilization, until 7 days has passed from time Project Manager is notified of obstruction

B Notify involved utility companies of date and time that investigation excavation will occur and request that their respective utility lines be marked in field. Comply with utility or pipeline company requirements that their representative be present during excavation. Provide Project Manager with 48 hours notice prior to field excavation or related work.

C Survey vertical and horizontal locations of obstructions relative to project baseline and datum and plot on 12 inch by 18 inch copy of Drawings. For large diameter water lines, submit to Project Manager for approval, horizontal and vertical alignment dimensions for connections to existing lines, tied into project baseline, signed and sealed by R P.L S

D LDWL Prelocate Requirements:

1. Field-locate LDWL, appurtenances and laterals connected directly to LDWL through use of non-probing method such as a vacuum truck (non-water jetting method) at no greater than 50 foot intervals Locate upstream and downstream of proposed work or utility installation.

2 Record crown and side of LDWL adjacent to proposed work or utility installation. Record LDWL locations horizontally and vertically using same coordinate system employed on proposed utility drawings

3 Tie horizontal and vertical coordinates into project baseline. Submit recordings performed by R P.L.S to City a minimum of 14 days prior to mobilizing to site

3 04 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within grading limits as designated on Drawings, and in accordance with requirements of Section 01562 - Tree and Plant Protection

B. Protect and support above-grade and below-grade utilities which are to remain

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities is indicated on Drawings

D. Take measures to minimize erosion of trenches. Do not allow water to pond in trenches. Where slides, washouts, settlements, or areas with loss of density or pavement failures or potholes occur, repair, re-compact, and pave those areas at no additional cost to City

E Contingency plans for proposed work or utility installation adjacent to or across a LDWL:

1. Conduct on-site emergency drill prior to commencing proposed utility installation, and at three month intervals to assure EAP is current.

2. In the event a LDWL shut down becomes necessary, secure site and provide assistance to City personnel to access pipe and isolation valves as needed

3.05 EXCAVATION

A Except as otherwise specified or shown on Drawings, install underground utilities in open cut trenches with vertical sides

B Perform excavation work so that pipe, conduit, and ducts can be installed to depths and alignments shown on Drawings Avoid disturbing surrounding ground and existing facilities and improvements.

C Determine trench excavation widths using following schedule as related to pipe outside diameter (O.D.) Excavate trench so that pipe is centered in trench

Nominal Pipe Size, Inches	Minimum Trench Width, Inches
Less than 18	O.D. + 18
18 to 30	O D. + 24
36 to 42	O D + 36
Greater than 42	O D. + 48

Do not obstruct sight distance for vehicles utilizing roadway or detours with stockpiled materials.

D Use sufficient trench width or benches above embedment zone for installation of well point headers or manifolds and pumps where depth of trench makes it uneconomical or impractical to pump from surface elevation Provide sufficient space between shoring cross braces to permit equipment operations and handling of forms, pipe, embedment and backfill, and other materials

E Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location Notify Project Manager and obtain instructions before proceeding

F. Shoring of Trench Walls.

1. Install Special Shoring in advance of trench excavation or simultaneously with trench excavation, so that soils within full height of trench excavation walls will remain laterally supported at all times.

2. For all types of shoring, support trench walls in pipe embedment zone throughout installation Provide trench wall supports sufficiently tight to prevent washing trench wall soil out from behind trench wall support.

3 Leave sheeting driven into or below pipe embedment zone in place to preclude loss of support of foundation and embedment materials, unless otherwise directed by Project Manager. Leave rangers, walers, and braces in place as long as required to support sheeting, which has been cut off, and trench wall in vicinity of pipe zone.

4 Employ special methods for maintaining integrity of embedment or foundation material. Before moving supports, place and compact embedment to sufficient depths to provide protection of pipe and stability of trench walls. As supports are moved, finish placing and compacting embedment.

5. If sheeting or other shoring is used below top of pipe embedment zone, do not disturb pipe foundation and embedment materials by subsequent removal Maximum thickness of removable sheeting extending into embedment zone shall be equivalent of 1-inch-thick steel plate As sheeting is removed, fill in voids left with grouting material.

G. Use of Trench Shields When trench shield (trench box) is used as worker safety device, the following requirements apply

1. Make trench excavations of sufficient width to allow shield to be lifted or pulled freely, without damage to trench sidewalls

2. Move trench shields so that pipe, and backfill materials, after placement and

compaction, are not damaged nor disturbed, nor degree of compaction reduced Re-compact after shield is moved if soil is disturbed.

3. When required, place, spread, and compact pipe foundation and bedding materials beneath shield For backfill above bedding, lift shield as each layer of backfill is placed and spread. Place and compact backfill materials against undisturbed trench walls and foundation.

4 Maintain trench shield in position to allow sampling and testing to be performed in safe manner

5. Conform to applicable Government regulations.

H. Voids under paving area outside shield caused by Contractor's work will require removal of pavement, consolidation and replacement of pavement in accordance with Contract Documents. Repair damage resulting from failure to provide adequate supports.

I Place sand or soil behind shoring or trench shield to prevent soil outside shoring from collapsing and causing voids under pavement Immediately pack suitable material in outside voids following excavation to avoid caving of trench walls.

J. Coordinate excavation within 15 feet of pipeline with company's representative. Support pipeline with methods agreed to by pipeline company's representative. Use small, rubber-tired excavator, such as backhoe, to do exploratory excavation. Bucket that is used to dig in close proximity to pipelines shall not have teeth or shall have guard installed over teeth to approximate bucket without teeth. Excavate by hand within 1 foot of Pipeline Company's line. Do not use larger excavation equipment than normally used to dig trench in vicinity of pipeline until pipelines have been uncovered and fully exposed Do not place large excavation and hauling equipment directly over pipelines unless approved by Pipeline Company's representative

K. When, during excavation to uncover pipeline company's pipelines, screwed collar or an oxy-acetylene weld is exposed, immediately notify Project Manager Provide supports for collar or welds Discuss with Pipeline Company's representative and determine methods of supporting collar or weld during excavation and later backfilling operations. When collar is exposed, request Pipeline Company to provide welder in a timely manner to weld ends of collar prior to backfilling of excavation.

L Excavation and shoring requirements for proposed work or utility installation adjacent to or across a LDWL

1 Identify LDWL area in field and barricade off from construction activities. Allow no construction related activities including, but not limited to, loading of dump trucks and material staging or storage, on top of LDWL

2 Employ a groundwater control system when performing excavation activities

within ten feet of LDWL to.

a Effectively reduce hydrostatic pressure affecting excavations,

b Develop substantially dry and stable subgrade for subsequent construction operations,

c Prevent loss of fines, seepage, boils, quick condition or softening of foundation strata, and

d Maintain stability of sides and bottom of excavations.

3. When edge of proposed trench or shoring is within a distance equal to one diameter of LDWL from outside of wall of LDWL, valve or appurtenance

a Maintain minimum of four (4) feet horizontal clearance and minimum of two (2) feet vertical clearance between proposed utility and LDWL

b. Auger Construction

i. Maintain minimum of four (4) feet horizontal clearance between proposed utility and LDWL
ii Dry auger method required when auger hole is 12-inches and larger in diameter

c. Open Cut Construction and Auger pits

i Perform hand excavation when within four (4) feet of LDWL.
ii. Employ hydraulic or pneumatic shoring system. Do not use vibratory or impact driven shoring or piling.
iii Expose no more than 30-feet of trench prior to backfilling.
iv. A maximum of one (1) foot of vertical trench shall be un-braced at a time to maintain constant pressure on face of excavated soil
v. Upon removal of shoring system, inject flowable fill into void space left behind by shoring system Comply with Standard Specification 02322 - Flowable Fill.

d When edge of utility excavation is greater than one diameter of LDWL from outside wall of LDWL, use a shielding system as required by Project Manager and proposed utility standards and practices.

3.06 HANDLING EXCAVATED MATERIALS

A. Use only excavated materials, which are suitable as defined in this Section and conforming to Section 02320 - Utility Backfill Materials Place material suitable for backfilling in stockpiles at distance from trench to prevent slides or cave-ins.

B. When required, provide additional backfill material conforming to requirements of Section 02320 - Utility Backfill Materials.

C. Do not place stockpiles of excess excavated materials on streets and adjacent properties Protect backfill material to be used on site. Maintain site conditions in accordance with Section 01504 - Temporary Facilities and Controls. Excavate trench so that pipe is centered in trench Do not obstruct sight distance for vehicles utilizing roadway or detours with stockpiled materials

3 07 TRENCH FOUNDATION

A. Excavate bottom of trench to uniform grade to achieve stable trench conditions and satisfactory compaction of foundation or bedding materials.

B When wet soil is encountered on trench bottom and dewatering system is not required, over excavate an additional 6 inches with approval by Project Manager Place non-woven geotextile fabric and then compact 12 inches of crushed stone in one lift on top of fabric. Compact crushed stone with four passes of vibratory-type compaction equipment

C Perform over excavation, when directed by Project Manager, in accordance with Paragraph 3.07B above. Removal of unstable or unsuitable material may be required if approved by Project Manager;

1. Even though Contractor has not determined material to be unsuitable, or

2. If unstable trench bottom is encountered and an adequate ground water control system is installed and operating according to Section 01578 - Control of Ground Water and Surface Water

D Place trench dams in Class I foundations in line segments longer than 100 feet between manholes and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions Do not place trench dams closer than 5 feet from manholes.

3.08 PIPE EMBEDMENT, PLACEMENT, AND COMPACTION

A Remove loose, sloughing, caving, or otherwise unsuitable soil from bottoms and sidewalls of trenches immediately prior to placement of embedment materials

B Place embedment including bedding, haunching, and initial backfill as shown on Drawings.

C For pipe installation, manually spread embedment materials around pipe to provide uniform bearing and side support when compacted Protect flexible pipe from damage during placing of pipe zone bedding material. Perform placement and compaction directly against undisturbed soils in trench sidewalls, or against sheeting which is to

remain in place.

D. Do not place trench shields or shoring within height of embedment zone unless means to maintain density of compacted embedment material are used If moveable supports are used in embedment zone, lift supports incrementally to allow placement and compaction of material against undisturbed soil.

E Place geotextile to prevent particle migration from in-situ soil into open-graded (Class I) embedment materials or drainage layers

F. Do not damage coatings or wrappings of pipes during backfilling and compacting operations When embedding coated or wrapped pipes, do not use crushed stone or other sharp, angular aggregates.

G Place haunching material manually around pipe and compact it to provide uniform bearing and side support. If necessary, hold small-diameter or lightweight pipe in place during compaction of haunch areas and placement beside pipe with sand bags or other suitable means.

H Place electrical conduit, if used, directly on foundation without bedding.

I Shovel in-place and compact embedment material using pneumatic tampers in restricted areas, and vibratory-plate compactors or engine-powered jumping jacks in unrestricted areas. Compact each lift before proceeding with placement of next lift. Water tamping is not allowed.

J. For water lines construction embedment, use bank run sand, concrete sand, gem sand, pea gravel, or crushed limestone as specified in Section 02320 - Utility Backfill Material. Adhere to the following subparagraph numbers 1 and 2.

1 Class I, II and III Embedment Materials:

a Maximum 6 inches compacted lift thickness

b. Compact to achieve minimum of 95 percent of maximum dry density as determined according to ASTM D 698.

c. Moisture content to be within -3 percent to +5 percent of optimum as determined according to ASTM D 698, unless otherwise approved by Project Manager

2. Cement Stabilized Sand (where required for special installations)

a Maximum 6 inches compacted thickness

b. Compact to achieve minimum of 95 percent of maximum dry density as determined according to ASTM D 698.

c. Moisture content to be on dry side of optimum as determined according to ASTM D 698 but sufficient for effective hydration

K. For Sanitary Sewers adhere to subparagraph number 1 and 2. For Storm Sewers provide cement stabilized sand per paragraph 2 This provision does not apply to Storm Sewers constructed of HDPE pipe installed under pavement.

1. Class I Embedment Materials.

a Maximum 6-inches compacted lift thickness.

b. Systematic compaction by at least two passes of vibrating equipment. Increase compaction effort as necessary to effectively embed pipe to meet deflection test criteria.

c Moisture content as determined by Contractor for effective compaction without softening soil of trench bottom, foundation or trench walls.

2. Class II Embedment and Cement Stabilized Sand

a Maximum 6-inches compacted thickness

b Compaction by methods determined by Contractor to achieve minimum of 95 percent of maximum dry density as determined according to ASTM D 698 for Class II materials and according to ASTM D 558 for cement stabilized materials

c Moisture content of Class II materials within 3 percent of optimum as determined according to ASTM D 698. Moisture content of cement stabilized sands on dry side of optimum as determined according to ASTM D 558 but sufficient for effective hydration.

L For Storm Sewers constructed of HDPE pipe and installed under pavement provide flowable fill pipe embedment as specified in Section 02322 Flowable Fill.

M. M..Place trench dams in Class I embedment in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions Do not place trench dams closer than 5 feet from manholes

3.09 TRENCH ZONE BACKFILL PLACEMENT AND COMPACTION

A Place backfill for pipe or conduits and restore surface as soon as practicable Leave only minimum length of trench open as necessary for construction

B. For water lines, under pavement and to within one foot back of curb, use backfill

materials described below:

1 For water lines 20 inches in diameter and smaller, use bank run sand or select backfill materials up to pavement base or subgrade

2 For water lines 24 inches in diameter and larger, backfill with suitable on-site material (random backfill) up to 12 inches below pavement base or subgrade Place minimum of 12 inches of select backfill below pavement base or subgrade

C. For sewer pipes (Storm and Sanitary), use backfill materials described by trench limits For "trench zone backfill" under pavement and to within one foot back of curb, use cement stabilized sand for pipes of nominal sizes 36 inches in diameter and smaller to level 12 inches below the pavement. For sewer pipes 42 inches in diameter and larger, under pavement or natural ground, in satisfactory soil conditions, backfill from 12 inches above top of pipe to 12 inches below pavement with suitable on-site material or select backfill For sewer pipes 42 inches in diameter and larger, under pavement or natural ground, in unsatisfactory soil conditions, backfill from 12 inches above top of pipe to 12 inches below pavement with suitable on-site material or select backfill. Use select backfill for rigid pavements or flexible base material for asphalt pavements for 12- inch backfill directly under pavement For backfill materials reference Section 02320 - Utility Backfill Materials This provision does not apply where a Storm Sewer is constructed of HDPE pipe.

D For Storm Sewers constructed of HDPE pipe and installed under pavement provide flowable fill as specified in Section 02322 Flowable Fill For Storm Sewers constructed of HDPE pipe and not installed under pavement provide cement stabilized sand.

E. Where damage to completed pipe installation work is likely to result from withdrawal of sheeting, leave sheeting in place Cut off sheeting 1.5 feet or more above crown of pipe Remove trench supports within 5 feet from ground surface

F Unless otherwise shown on Drawings. Use one of the following trench zone backfills under pavement and to within one foot of edge of pavement. Place trench zone backfill in lifts and compact. Fully compact each lift before placement of next lift.

1 Class I, II, or III or combination thereof .

a Place in maximum 12-inch thick loose layers

b. Compact by vibratory equipment to minimum of 95 percent of maximum dry density determined according to ASTM D 698

c Moisture content within zero percent to 5 percent above optimum determined according to ASTM D 698, unless otherwise approved by Project Manager.

2. Cement-Stabilized Sand:

   a. Maximum lift thickness determined by Contractor to achieve uniform placement and required compaction, but do not exceed 12 inches

   b. Compact by vibratory equipment to minimum of 95 percent of maximum dry density determined according to ASTM D 558.

   c Moisture content on dry side of optimum determined according to ASTM D 558 but sufficient for cement hydration

3. Class IVA and IVB (Clay Soils).

   a Place in maximum 8-inch thick loose lifts.

   b Compaction by vibratory Sheepfoot roller to minimum of 95 percent of maximum dry density determined according to ASTM D 698

   c. Moisture content within zero percent to 5 percent above optimum determined according to ASTM D 698, unless approved by Project Manager.

G. Unless otherwise shown on Drawings, for trench excavations not under pavement, random backfill of suitable material may be used in trench zone. This provision does not apply to HDPE storm sewers

1 Fat clays (CH) may be used as trench zone backfill outside paved areas at Contractor's option. When required density is not achieved, at any additional cost to City, rework, dry out, use lime stabilization or other approved methods to achieve compaction requirements, or use different suitable material.

2 Maximum 9-inch compacted lift thickness for clayey soils and maximum 12-inch lift thickness for granular soils.

3. Compact to minimum of 90 percent of maximum dry density determined according to ASTM D 698.

4. Moisture content as necessary to achieve density

H. For electric conduits, remove form work used for construction of conduits before placing trench zone backfill

3.10 MANHOLES, JUNCTION BOXES AND OTHER PIPELINE STRUCTURES

A. Below paved areas or where shown on Drawings, encapsulate manhole with cement stabilized sand, minimum of 2 foot below base, minimum 2 foot around walls, up to

pavement subgrade or natural ground Compact in accordance with Paragraph 3 09.F 2 of this Section

B In unpaved areas, use select fill for backfill Existing material that qualifies as select material may be used, unless indicated otherwise on Drawings. Deposit backfill in uniform layers and compact each layer as specified. Maintain backfill material at no less than 2 percent below nor more than 5 percent above optimum moisture content, unless otherwise approved by Project Manager Place fill material in uniform 8-inch maximum loose layers. Compact fill to at least 95 percent of maximum Standard Proctor Density according to ASTM D 698.

C For LDWL projects, encapsulate manhole with cement stabilized sand, minimum of 1 foot below base, minimum of 2 feet around walls, up to within 12 inches of pavement subgrade or natural ground. For manholes over water line, extend encapsulation to bottom of trench. Compact in accordance with Paragraph 3 09 F.2 of this Section.

3.11 FIELD QUALITY CONTROL

A Test for material source qualifications as defined in Section 02320 - Utility Backfill Materials

B. Provide excavation and trench safety systems at locations and to depths required for testing and retesting during construction at no additional cost to City

C. Tests will be performed on minimum of three different samples of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is noticeable change in material gradation or plasticity, or when requested by Project Manager

D. At least three tests for moisture-density relationships will be performed initially for backfill materials in accordance with ASTM D 698, and for cement- stabilized sand in accordance with ASTM D 558. Perform additional moisture-density relationship tests once a month or whenever there is noticeable change in material gradation or plasticity.

E In-place density tests of compacted pipe foundation, embedment and trench zone backfill soil materials will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at following frequencies and conditions.

1 For open cut construction projects and auger pits Unless otherwise approved by Project Manager, successful compaction to be measured by one test per 40 linear feet measured along pipe for compacted embedment and two tests per 40 linear feet measured along pipe for compacted trench zone backfill material Length of auger pits to be measured to arrive at 40 linear feet.

2 A minimum of three density tests for each full shift of Work

3 Density tests will be distributed among placement areas. Placement areas are: foundation, bedding, haunching, initial backfill and trench zone

4 The number of tests will be increased if inspection determines that soil type or moisture content are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density, as specified.

5 Density tests may be performed at various depths below fill surface by pit excavation. Material in previously placed lifts may therefore be subject to acceptance/rejection.

6 Two verification tests will be performed adjacent to in-place tests showing density less than acceptance criteria. Placement will be rejected unless both verification tests show acceptable results.

7 Recompacted placement will be retested at same frequency as first test series, including verification tests

8. Identify elevation of test with respect to natural ground or pavement

F. Recondition, re-compact, and retest at Contractor's expense if tests indicate Work does not meet specified compaction requirements For hardened soil cement with nonconforming density, core and test for compressive strength at Contractor's expense

G. Acceptability of crushed rock compaction will be determined by inspection

3 12 DISPOSAL OF EXCESS MATERIAL

A. Dispose of excess materials in accordance with requirements of Section 01576 – Waste Material Disposal

END OF SECTION

Section 02320

UTILITY BACKFILL MATERIALS

PART 1 GENERAL

1 01 SECTION INCLUDES

A Material Classifications.

B. Utility Backfill Materials

1 Concrete sand

2 Gem sand

3. Pea gravel

4 Crushed stone

5 Crushed concrete

6 Bank run sand

7 Select backfill

8 Random backfill

9 Cement stabilized sand

C Material Handling and Quality Control Requirements

1 02 MEASUREMENT AND PAYMENT

A Unit Prices

1 No payment will be made for backfill material Include payment in unit price for applicable utility installation

2. Payment for backfill material, when included as separate pay item or when directed by Project Manager, is on cubic yard basis for material placed and compacted within theoretical trench width limits and thickness of material according to Drawings, or as directed by Project Manager.

3. Payment for backfill of authorized over-excavation is in accordance with Section 02318 - Extra Unit Price Work for Excavation and Backfill

4 Refer to Section 01270 - Measurement and Payment for unit price procedures

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 DEFINITIONS

A Unsuitable Material

1 Materials classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to required density due to gradation, plasticity, or moisture content.

3. Materials containing large clods, aggregates, or stones greater than 4 inches in any dimension, debris, vegetation, or waste, or any other deleterious materials

4 Materials contaminated with hydrocarbons or other chemical contaminants

B Suitable Material.

1 Materials meeting specification requirements

2. Unsuitable materials meeting specification requirements for suitable soils after treatment with lime or cement

C Foundation Backfill Materials. Natural soil or manufactured aggregate meeting Class requirements and geotextile filter fabrics as required, to control drainage and material separation Foundation backfill material is placed and compacted as backfill where needed to provide stable support for structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.

D Foundation Base Crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. Foundation base provides smooth, level working surface for construction of concrete foundation.

E. Backfill Material. Classified soil material meeting specified quality requirements for designated application as embedment or trench zone backfill.

F. Embedment Material: Soil material placed under controlled conditions within embedment zone extending vertically upward from top of foundation to an elevation 12 inches above top of pipe, and including pipe bedding, haunching and initial backfill

G. Trench Zone Backfill Classified soil material meeting specified quality requirements and placed under controlled conditions in trench zone from top of embedment zone to base course in paved areas or to surface grading material in unpaved areas

H. Foundation Either suitable soil of trench bottom or material placed as backfill of over-excavation for removal and replacement of unsuitable or otherwise unstable soils.

I Source: Source selected by Contractor for supply of embedment or trench zone backfill material. Selected source may be project excavation, off-site borrow pits, commercial borrow pits, or sand and aggregate production or manufacturing plants

J Refer to Section 02317 - Excavation and Backfill for Utilities for other definitions regarding utility installation by trench construction.

1.04 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregate.

B. ASTM C 40 - Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.

C ASTM C 123 - Standard Test Method for Lightweight Particles in Aggregate.

D ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in Los Angeles Machine.

E. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

F ASTM C 142 - Standard Test Method for Clay Lumps and Friable Particles in Aggregates.

G ASTM D 1140 - Standard Test Method for Amount of Material in Soils Finer Than No 200 Sieve

H. ASTM D 2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)

I. ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

J. ASTM D 4643 - Standard Test Method for Determination of Water (Moisture) Content of Soil by Microwave Oven Method.

K TxDOT Tex-110-E - Determining Particle Size Analysis of Soils.

L TxDOT Tex-460-A - Material Finer Than 75 Ôm (No.200) Sieve In Mineral Aggregates (Decantation Test for Concrete Aggregates)

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit description of source, material classification and product description, production method, and application of backfill materials.

C Submit test results for samples of off-site backfill materials. Comply with Paragraph 2 03, Material Testing.

D. Before stockpiling materials, submit copy of approval from landowner for stockpiling backfill material on private property

E. Provide delivery ticket which includes source location for each delivery of material that is obtained from off-site sources or is being paid as specific bid item

1.06 TESTS

A. Perform tests of sources for backfill material in accordance with Paragraph 2.03B

B. Verification tests of backfill materials may be performed by City in accordance with Section 01454 - Testing Laboratory Services and in accordance with Paragraph 3.03

PART 2 P R O D U C T S

2 01 MATERIAL CLASSIFICATIONS

A Classify materials for backfill for purpose of quality control in accordance with Unified Soil Classification Symbols as defined in ASTM D 2487. Material use and application is defined in utility installation specifications and Drawings either by class, as described in Paragraph 2.01B, or by product descriptions, as given in Paragraph 2.02.

B Class Designations Based on Laboratory Testing

1. Class I Well-graded gravels and sands, gravel-sand mixtures, crushed well-graded rock, little or no fines (GW, SW):

a Plasticity index non-plastic.

b. Gradation: D_{60}/D_{10} - greater than 4 percent; amount passing No 200 sieve - less than or equal to 5 percent.

2 Class II Poorly graded gravels and sands, silty gravels and sands, little to moderate fines (GM, GP, SP, SM)·

a Plasticity index· non-plastic to 4

b. Gradations:

1) Gradation (GP, SP): amount passing No 200 sieve - less than 5 percent
2) Gradation (GM, SM): amount passing No. 200 sieve - between 12 percent and 50 percent
3) Borderline gradations with dual classifications (e.g , SP-SM). amount passing No. 200 sieve - between 5 percent and 12 percent

3 Class III: Clayey gravels and sands, poorly graded mixtures of gravel, sand, silt, and clay (GC, SC, and dual classifications, e.g , SP-SC)

a Plasticity index greater than 7

b. Gradation: amount passing No. 200 sieve - between 12 percent and 50 percent

4 Class IVA: Lean clays (CL)

a Plasticity Indexes

1) Plasticity index· greater than 7, and above A line
2) Borderline plasticity with dual classifications (CL-ML): PI between 4 and 7

b Liquid limit less than 50

c Gradation amount passing No. 200 sieve - greater than 50 percent.

d. Inorganic

5. Class IVB Fat clays (CH)

a Plasticity index. above A line.

b Liquid limit 50 or greater

c. Gradation· amount passing No. 200 sieve - greater than 50 percent.

d Inorganic

6 Use soils with dual class designation according to ASTM D 2487, and which are not defined above, according to more restrictive class.

2.02 PRODUCT DESCRIPTIONS

A. Soils classified as silt (ML) silty clay (CL-ML with PI of 4 to 7), elastic silt (MH), organic clay and organic silt (OL, OH), and organic matter (PT) are not acceptable as

backfill materials. These soils may be used for site grading and restoration in unimproved areas as approved by Project Manager Soils in Class IVB, fat clay (CH) may be used as backfill materials where allowed by applicable backfill installation specification. Refer to Section 02316 – Excavation and Backfill for Structures and Section 02317 - Excavation and Backfill for Utilities

B. Provide backfill material that is free of stones greater than 6 inches, free of roots, waste, debris, trash, organic material, unstable material, non-soil matter, hydrocarbon or other contamination, conforming to following limits for deleterious materials·

1. Clay lumps Less than 0.5 percent for Class I, and less than 2 0 percent for Class II, when tested in accordance with ASTM C 142.

2 Lightweight pieces Less than 5 percent when tested in accordance with ASTM C 123

3. Organic impurities No color darker than standard color when tested in accordance with ASTM C 40

C. Manufactured materials, such as crushed concrete, may be substituted for natural soil or rock products where indicated in product specification, and approved by Project Manager, provided that physical property criteria are determined to be satisfactory by testing.

D Bank Run Sand: Durable bank run sand classified as SP, SW, or SM by Unified Soil Classification System (ASTM D 2487) meeting following requirements:

1. Less than 15 percent passing number 200 sieve when tested in accordance with ASTM D 1140. Amount of clay lumps or balls may not exceed 2 percent.

2 Material passing number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318: Plasticity index: not exceeding 7

E. Concrete Sand: Natural sand, manufactured sand, or combination of natural and manufactured sand conforming to requirements of ASTM C 33 and graded within following limits when tested in accordance with ASTM C 136.

Sieve	Percent Passing
3/8"	100
No. 4	95 to 100
No. 8	80 to 100
No 16	50 to 85
No. 30	25 to 60
No 50	10 to 30
No. 100	2 to 10

F. Gem Sand· Sand conforming to requirements of ASTM C 33 for course aggregates specified for number 8 size and graded within the following limits when tested in accordance with ASTM C 136

Sieve	Percent Passing
3/8"	95 to 100
No. 4	60 to 80
No. 8	15 to 40

G. Pea Gravel Durable particles composed of small, smooth, rounded stones or pebbles and graded within the following limits when tested in accordance with ASTM C 136.

Sieve	Percent Passing
1/2"	100
3/8"	85 to 100
No 4	10 to 30
No. 8	0 to 10
No 16	0 to 5

H Crushed Aggregates. Crushed aggregates consist of durable particles obtained from an approved source and meeting the following requirements:

1. Materials of one product delivered for same construction activity from single source, unless otherwise approved by Project Manager.

2 Non-plastic fines

3 Los Angeles abrasion test wear not exceeding 45 percent when tested in accordance with ASTM C 131

4. Crushed aggregate shall have minimum of 90 percent of particles retained on No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I

5 Crushed stone. Produced from oversize plant processed stone or gravel, sized by crushing to predominantly angular particles from naturally occurring single source. Uncrushed gravel is not acceptable materials for embedment where crushed stone is shown on applicable utility embedment drawing details

6 Crushed Concrete Crushed concrete is an acceptable substitute for crushed stone as utility backfill. Gradation and quality control test requirements are same as crushed stone Provide crushed concrete produced from normal weight concrete of uniform quality; containing particles of aggregate and

cement material, free from other substances such as asphalt, reinforcing steel fragments, soil, waste gypsum (calcium sulfate), or debris

7 Gradations, as determined in accordance with Tex-110-E

Sieve	Percent Passing by Weight for Pipe Embedment by Ranges of Nominal Pipes Sizes		
	>15"	15" - 8"	<8"
1"	95 - 100	100	-
3/4"	60 - 90	90 - 100	100
1/2"	25 - 60	-	90 - 100
3/8"	-	20 - 55	40 - 70
No 4	0 - 5	0 - 10	0 - 15
No. 8	-	0 - 5	0 - 5

I Select Backfill: Class III clayey gravel or sand or Class IV lean clay with plasticity index between 7 and 20 or clayey soils treated with lime in accordance with Section 02951 - Pavement Repair and Restoration to meet plasticity criteria

J. Random Backfill Any suitable soil or mixture of soils within Classes I, II, III and IV, or fat clay (CH) wh allowed by applicable backfill installation specification. Refer to Section 02316 - Excavation and Backfill for Structures and Section 02317 - Excavation and Backfill for Utilities.

K Cement Stabilized Sand. Conform to requirements of Section 02321 - Cement Stabilized Sand.

L Concrete Backfill· Conform to Class B concrete as specified in Section 03315 - Concrete for Utility Construction.

M. Flexible Base Course Material: Conform to requirements of applicable portions of Section 02711 - Hot Mix Asphaltic Base Course, Section 02712 - Cement Stabilized Base Course, and Section 02713 - Recycled Crushed Concrete Base Course.

2 03 MATERIAL TESTING

A Source Qualification Perform testing to obtain tests by suppliers for selection of material sources and products not from the project site. Test samples of processed materials from current production representing material to be delivered. Use tests to verify that materials meet specification requirements. Repeat qualification test procedures each time source characteristics change or there is planned change in source location or supplier. Include the following qualification tests, as applicable·

1 Gradation. Report complete sieve analyses regardless of specified control sieves from largest particle through No 200 sieve.

2. Plasticity of material passing No. 40 sieve

3 Los Angeles abrasion wear of material retained on No. 4 sieve

4. Clay lumps

5 Lightweight pieces

6. Organic impurities

B. Production Testing. Provide reports to Project Manager from an independent testing laboratory that backfill materials to be placed in Work meet applicable specification requirements

C Assist Project Manager in obtaining material samples for verification testing at source or at production plant.

PART 3 EXECUTION

3 01 SOURCES

A. Use of existing material in trench excavations is acceptable, provided applicable specification requirements are satisfied

B. Identify off-site sources for backfill materials at least 14 days ahead of intended use so that Project Manager may obtain samples for verification testing.

C. Materials may be subjected to inspection or additional verification testing after delivery Materials which do not meet requirements of specifications will be rejected Do not use material which, after approval, has become unsuitable for use due to segregation, mixing with other materials, or by contamination. Once material is approved by Project Manager, expense for sampling and testing required to change to different material will be credited to City through change order

D Bank run sand, select backfill, and random backfill, if available in project excavation, may be obtained by selective excavation and acceptance testing. Obtain additional quantities of these materials and other materials required to complete work from off-site sources.

E City does not represent or guarantee that any soil found in excavation work will be suitable and acceptable as backfill material

3.02 MATERIAL HANDLING

A When backfill material is obtained from either commercial or non-commercial borrow pit, open pit to expose vertical faces of various strata for identification and

selection of approved material to be used. Excavate selected material by vertical cuts extending through exposed strata to achieve uniformity in product.

B Establish temporary stockpile locations for practical material handling, control, and verification testing by Project Manager in advance of final placement Obtain approval from landowner for storage of backfill material on adjacent private property

C When stockpiling backfill material near project site, use appropriate covers to eliminate blowing of materials into adjacent areas and prevent runoff containing sediments from entering drainage system.

D. Place stockpiles in layers to avoid segregation of processed materials Load material by making successive vertical cuts through entire depth of stockpile

3 03 FIELD QUALITY CONTROL

A. Quality Control

1 The Project Manager may sample and test backfill at:

a Sources including borrow pits, production plants and Contractor's designated off-site stockpiles

b On-site stockpiles

c Materials placed in Work

2. The Project Manager may re-sample material at any stage of work or location if changes in characteristics are apparent

B. Production Verification Testing: City's testing laboratory will provide verification testing on backfill materials, as directed by Project Manager Samples may be taken at source or at production plant, as applicable.

END OF SECTION

Section 02506

POLYVINYL CHLORIDE PIPE

PART 1 GENERAL

1 01 SECTION INCLUDES

A Polyvinyl chloride pressure pipe for water distribution, in nominal diameters 4 inches through 20 inches

B. Polyvinyl chloride sewer pipe for gravity sewers in nominal diameters 4 inches through 48 inches

C Polyvinyl chloride pressure pipe for gravity sewers and force mains in nominal diameters 4 inches through 20 inches.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1 No separate payment will be made for PVC pipe under this Section Include cost in unit price for work included as specified in the following sections: a Section 02511 - Water Lines b. Section 02531 - Gravity Sanitary Sewers c Section 02532 - Sanitary Sewer Force Mains d. Section 02631 - Storm Sewers

2 Refer to Section 01270 - Measurement and Payment for unit price procedures

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. ANSI A 21 16 (AWWA C 116) - Protective Fusion Bonded Epoxy Coating for the Interior and Exterior Surfaces of Ductile Iron and Grey Iron Fittings for Water Supply Service.

B ASTM D 1248 - Standard Specification for Polyethylene Plastics Molding and Extrusion Materials

C ASTM D 1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds

D ASTM D 2241 - Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)

E ASTM D 2321 - Standard Practice for Underground Installation of Thermoplastic Pipe

for Sewers and Other Gravity-Flow Applications

F. ASTM D 2444 - Standard Test Method for Determination of the Impact Resistance of Thermoplastic Pipe and Fittings by Means of a Tup (Falling Weight).

G ASTM D 2680 - Specification for Acrylonitrile-Butadiene-Styrene (ABS) and Poly (Vinyl Chloride) (PVC) Composite Sewer Piping

H. ASTM D 3034 - Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

I. ASTM D 3139 - Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals

J. ASTM D 3212 - Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.

K ASTM F 477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

L. ASTM F 679 - Standard Specification for Poly (Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings.

M. ASTM F 794 - Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter

N ASTM F 949 - Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with Smooth Interior and Fittings

O AWWA C 110 - American National Standard for Ductile-Iron and Gray-Iron Fittings, 3 Inches Through 48 Inches for Water

P AWWA C 111 - American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

Q. AWWA C 900 - Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 Inches Through 12 Inches for Water Distribution

R AWWA C 905 - Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 In Through 48 In , for Water Transmission and Distribution.

S AWWA C 909 - Standard for Molecularly-Oriented Polyvinyl Chloride (PVCO) Pressure Pipe, 4 Inches through 12 Inches (100mm through 300 mm), for Water Distribution.

T PPI TR3 - Policies and Procedures for Developing Recommended Hydrostatic Design Stresses for Thermoplastic Pipe Materials. U. UNI-B-13 - Recommended Standard

Performance Specification for Joint Restraint Devices for Use with Polyvinyl Chloride Pipe.

1.04 SUBMITTALS

A Conform to requirements of Section 01330 - Submittal Procedures

B. Submit shop drawings showing design of new pipe and fittings indicating alignment and grade, laying dimensions, fabrication, fittings, flanges, and special details

1.05 QUALITY CONTROL

A. Submit manufacturer's certifications that PVC pipe and fittings meet requirements of this Section and AWWA C 900, AWWA C 909 and AWWA C 905 for pressure pipe applications, or appropriate ASTM standard specified for gravity sewer pipe

B Submit manufacturer's certification that PVC pressure pipe for water lines and force mains has been hydrostatically tested at factory in accordance with AWWA C 900, AWWA C 909 and AWWA C 905, and this Section.

C When foreign manufactured material is proposed for use, have material tested for conformance to applicable ASTM requirements by certified independent testing laboratory located in United States. Certification from other source is not acceptable Furnish copies of test reports to Project Manager for review. Cost of testing paid by Contractor

PART 2 P R O D U C T S

2 01 MATERIAL

A Use PVC compounds in manufacture of pipe that contain no ingredient in amount that has been demonstrated to migrate into water in quantities considered to be toxic.

B. Furnish PVC pressure pipe manufactured from Class 12454-A or Class 12454-B virgin PVC compounds as defined in ASTM D 1784. Use compounds qualifying for rating of 4000 psi for water at 73 4 F per requirements of PPI TR3 Provide pipe which is homogeneous throughout, free of voids, cracks, inclusions, and other defects, uniform as commercially practical in color, density, and other physical properties. Deliver pipe with surfaces free from nicks and scratches with joining surfaces of spigots and joints free from gouges and imperfections which could cause leakage

C PVC Restrained Pipe Must be listed on City's current Product Approval List

1 Pipe Material:

a. DR 18: For restrained joints where shown on Drawings

b DR 14: For alternate to offset pipe sections shown on Drawings Do not use PVC for offset sections with depth of cover greater than 20 feet or less than 4 feet Do not use PVC in potentially petroleum contaminated areas.

D Water Service

1 Provide self-extinguishing PVC pipe that bears Underwriters' Laboratories mark of approval and is acceptable without penalty to Texas State Fire Insurance Committee for use in fire protection lines.

2 Bear National Sanitation Foundation Seal of Approval (NSF-PW)

E. Gaskets:

1 Gaskets shall meet requirements of ASTM F 477 Use elastomeric factory-installed gaskets to make joints flexible and watertight.

2 Flat Face Mating Flange: Full faces 1/8-inch-thick ethylene propylene (EPR) rubber

3. Raised Face Mating Flange Flat ring 1/8-inch ethylene propylene (EDR) rubber, with filler gasket between OD of raised face and flange OD to protect flange from bolting moment.

F. Lubricant for rubber-gasketed joints Water soluble, non-toxic, non-objectionable in taste and odor imparted to fluid, non-supporting of bacteria growth, having no deteriorating effect on PVC or rubber gaskets.

G. Do not use PVC in potentially or known contaminated areas

H. Do not use PVC in areas exposed to direct sunlight

2.02 WATER SERVICE PIPE

A Pipe 4 inch through 12 inch. AWWA C 900, AWWA C 909, Class 150, DR 18; AWWA C 900, Class 200, DR 14 as alternate to offset pipe sections, nominal 20-foot lengths, cast-iron equivalent outside diameters.

B Pipe 14 inch through 20 inch: AWWA C 905, Class 235, DR 18, nominal 20-foot lengths, cast-iron equivalent outside diameter

C Provide Polyvinyl Chloride Pipe from approved manufacturers

D Make curves and bends by deflecting joints. Do not exceed maximum deflection recommended by pipe manufacturer Submit details of other methods of providing curves and bends for review by Project Manager.

E. Hydrostatic Test: AWWA C 900, AWWA C 905, AWWA C 909, ANSI A 21 10 (AWWA C 110); at point of manufacture, submit manufacturer's written certification

2 03 GRAVITY SEWER PIPE

A. PVC gravity sanitary sewer pipe and storm sewer pipe shall be in accordance with provisions in following table:

WALL CONSTRUCTION	MANUFACTURER	ASTM DESIGNATION	SDR (MAX.)/ STIFFNESS (MIN.)	DIAMETER SIZE RANGE
Solid	J-M Pipe Certain Teed Diamond Uponor ETI North American	D3034	SDR 26 / PS 115	6" to 10"
		D3034	SDR 35 / PS 46	12" & 15"
		F679	SDR 35 / PS 46	18" to 27"
		AWWA C900	DR 18 / N/A	4" to 12"
		AWWA C909	DR 18 / N/A	4" to 12"
		AWWA C905	DR 18 / N/A	14" to 16"
Truss (Gasketed)	Contech	D2680	N/A / 200 psi	8" to 15"
Profile	Contech A-2000	F949	N/A / 46 psi	12" to 36"
	Contech A-2026	F949	N/A / 115 psi	8" to 10"
	ETI, Utra-Rib	F794	N/A / 46 psi	8" to 30"
	EIT, Ultra-Corr	F794	N/A / 46 psi	24" to 36"

B When solid wall PVC pipe 18 inches to 27 inches in diameter is required in SDR 26, provide pipe conforming to ASTM F 679, except provide wall thickness as required for SDR 26 and pipe strength of 115 psi

C. For sewers up to 12-inch diameter crossing over water lines, or crossing under water lines with less than 2-feet separation, provide minimum 150 psi pressure-rated pipe conforming to ASTM D 2241 with suitable PVC adapter couplings

D. Joints Spigot and integral wall section bell with solid cross section elastomeric or rubber ring gasket conforming to requirements of ASTM D 3212 and ASTM F 477, or ASTM D 3139 and ASTM F 477 Gaskets shall be factory-assembled and securely bonded in place to prevent displacement Manufacturer shall test sample from each batch conforming to requirements ASTM D 2444.

E Fittings: Provide PVC gravity sewer sanitary bends, tee, or wye fittings for new sanitary sewer construction PVC pipe fittings shall be full-bodied, either injection

molded or factory fabricated Saddle-type tee or wye fittings are not acceptable.

F Conditioning. Conditioning of samples prior to and during tests is subject to approval by Project Manager When referee tests are required, condition specimens in accordance with Procedure A in ASTM D 618 at 73.4 degrees F plus or minus 3 6 degrees F and 50 percent relative humidity plus or minus 5 percent relative humidity for not less than 40 hours prior to test. Conduct tests under same conditions of temperature and humidity unless otherwise specified.

G. Pipe Stiffness. Determine pipe stiffness at 5 percent deflection in accordance with Test Method D 2412 Minimum pipe stiffness shall be 46 psi For diameters 4 inches through 18 inches, test three specimens, each a minimum of 6 inches (152 mm) in length For diameters 21 inch through 36 inch, test three specimens, each a minimum of 12 inch (305 mm) in length

H. Flattening Flatten three specimens of pipe, prepared in accordance with Paragraph 2.04F, in suitable press until internal diameter has been reduced to 60 percent of original inside diameter of pipe. Rate of loading shall be uniform. Test specimens, when examined under normal light and with unaided eye, shall show no evidence of splitting, cracking, breaking, or separation of pipe walls or bracing profiles Perform the flattening test in conjunction with pipe stiffness test

I. Joint Tightness Test for joint tightness in accordance with ASTM D 3212, except that joint shall remain watertight at minimum deflection of 5 percent Manufacturer will be required to provide independent third party certification for joint testing each diameter of storm sewer pipe

J Purpose of Tests Flattening and pipe stiffness tests are intended to be routine quality control tests. Joint tightness test is intended to qualify pipe to specified level of performance.

2 04 SANITARY SEWER FORCE MAIN PIPE

A Provide approved PVC pressure pipe conforming to requirements for water service pipe, and conforming to minimum working pressure rating specified in Section 02532 - Sanitary Sewage Force Mains

B. Acceptable pipe joints are integral bell-and-spigot, containing a bonded-in elastomeric sealing ring meeting requirements of ASTM F 477. In designated areas requiring restrained joint pipe and fittings, use approved joint restraint device conforming to UNI-B-13, for PVC pipe 12-inch diameter and less

C. Fittings Provide approved ductile iron fittings as per Section 02501 - Ductile Iron Pipe and Fittings, Paragraph 2.04, except furnish fittings with one of following approved internal linings: 1 Nominal 40 mils (35 mils minimum) virgin polyethylene complying with ASTM D 1248, heat fused to interior surface of fitting 2 Nominal 40 mils (35 mils minimum) polyurethane 3. Nominal 40 mils (35 mils minimum) ceramic epoxy 4

Nominal 40 mils (35 mils minimum) fusion bonded epoxy

D. Exterior Protection: Provide polyethylene wrapping of ductile-iron fittings as required by Section 02528 - Polyethylene Wrap.

E Hydrostatic Tests· Hydrostatically test pressure rated pipe in accordance with Paragraph 2.02E.

2 05 BENDS AND FITTINGS FOR PVC PRESSURE PIPE

A Bends and Fittings: ANSI A 21 10 or ANSI A 21 53, ductile iron; ANSI A 21.11 single rubber gasket push-on type joint, minimum 150 psi pressure rating. Approved restrained joints, 250 200 psi, may be provided for up to 12 inches in diameter (water or sanitary)

B Provide approved restrained joint fittings: Integral restrained joint fittings and pipe do not require secondary restraint.

PART 3 E X E C U T I O N

3 01 PROTECTION

A Store pipe under cover out of direct sunlight and protect from excessive heat or harmful chemicals in accordance with manufacturer's recommendations.

3.02 INSTALLATION

A. Conform to requirements of Section 02511 - Water Lines, Section 02531 - Gravity Sanitary Sewers, and Section 02532 - Sanitary Sewer Force Mains, as applicable.

B. Install PVC pipe in accordance with Section 02317 - Excavation and Backfill for Utilities, ASTM D 2321 for Sewer Pipe, and manufacturer's recommendations

C. Install PVC water service pipe to clear utility lines and have minimum depth of cover below property line grade of street, unless otherwise required by Drawings·

1 Water service pipe 12 inches in diameter and smaller 4 feet of cover.

2. Water service pipe 16 inches in diameter and larger 5 feet of cover.

D. Avoid imposing strains that will overstress or buckle pipe when lowering pipe into trench

E Hand shovel pipe bedding under pipe haunches and along sides of pipe barrel and compact to eliminate voids and ensure side support

F. Store PVC pipe under cover out of direct sunlight Protect pipe from excessive heat or harmful chemicals Prevent damage by crushing or piercing.

G Allow PVC pipe to cool to ground temperature before backfilling when assembled out of trench to prevent pullout due to thermal contraction.

3 03 PVC RESTRAINED MECHANISM

A Do not apply lubricant to spline or pipe or coupling spline grooves.

B. Do not use excessive force while inserting the spline through coupling.

C Insert spline until it is fully seated around circumference of pipe.

D Field Cutting of Pipe Ends

1. Perform by workers certified by manufacturer.

2. Use a PVC pipe cutter and provide square ends

3. Use manufacturer approved power routing and grooving tool to field fabricate required pipe groove.

END OF SECTION

Section 02511

WATER LINES

PART 1 GENERAL

1.01 SECTION INCLUDES

A Installation of water lines

B. Specifications identify requirements for both small diameter water lines and large diameter water lines. When specifications for large diameter water lines differ from those for small diameter water lines, large diameter specifications will govern for large diameter pipe

1.02 MEASUREMENT AND PAYMENT

A Unit Prices.

1 Payment for water lines installed by open-cut, augered with or without casing, aerial crossing, and pipe offset section or within limits of Potentially Petroleum Contaminated Area (PPCA) is on linear foot basis for each size of pipe installed. Separate pay items are used for each type of installation.

a Mains: Measure along axis of pipe and include fittings and valves

b Branch Pipe Measure from axis of water line to end of branch

2. Payment for interconnection is on lump sum basis for each interconnection identified on Drawings. Payment will include tapping sleeve and valves piping, connections and other related work necessary for construction as shown on Drawings or specified herein

3 Payment for removal of existing internal elliptical or dished head plug is on unit price basis for each internal elliptical or dished head plug removed Payment will include deletion of plug, drainage or dewatering of water lines, repair of damaged linings, rechlorination and items incidental to operation

4 Payment for plug and clamp is on a unit price basis for each size of pipe.

5 Payment for drainline connection with service manhole is on unit price basis for each drainline shown on drawings. Payment includes valve, access manhole and connection

6. Payment for cylindrical corrosion barriers is on a unit price basis for each pipe fitting installed with one or more barriers

7. When directed by Project Manager to install extra fittings as required to avoid unforeseen obstacles, payment will be based on the following

   a. Each extra fitting requested by Project Manager and delivered to jobsite will be paid according to unit price for "Extra Fittings in Place "

   b. Payment will include and be full compensation for items necessary for installation and operation of water line.

8 Refer to Section 01270 - Measurement and Payment for unit price procedures

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 ANSI A 21 11/AWWA C111 - Standard for Rubber-Gasket Joints for Ductile - Iron Pressure Pipe and Fittings.

B. ANSI/NSF Standard 61 - Drinking Water System -Health Components.

C ASTM A 36 - Standard Specification for Carbon Structural Steel

D ASTM A 536 - Standard Specification for Ductile Iron Castings

E ASTM A 126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings

F ASTM B 21 - Standard Specification for Naval Brass Rod, Bar, and Shapes

G. ASTM B 98 - Standard Specification for Copper-Silicon Alloy Rod, Bar, and Shapes

H ASTM B 301 - Standard Specification for Free-Cutting Copper Rod and Bar

I ASTM B 584 - Standard Specification for Copper Alloy Sand Casting for General Application.

J. ASTM E 165 - Standard Test Method for Liquid Penetrant Examination

K ASTM E 709 - Standard Guide for Magnetic Particle Examination

L. ASTM F 1674 - Standard Test Method for Joint Restraint Products for Use with PVC Pipe

M. AWWA C 206 - Standard for Field Welding of Steel Water Pipe.

N. AWWA C 207 - Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4

Inches through 144 Inches.

1 04 SUBMITTALS

A Conform to requirements of Section 01330 - Submittal Procedures

B. Conform to submittal requirements of applicable Section for type of pipe used.

C Photographs Submit photographs conforming to requirements of Section 01321 - Construction Photographs prior to commencement of construction

D Submit videotapes conforming to requirements of Section 01323 - Construction Videotapes, if applicable

E Submit Lone Star notification transmittal number prior to beginning excavation.

F Submit, a minimum of 15 days before beginning pipe laying operations, layout drawing identifying proposed sections for disinfecting, hydrostatic testing and site restoration for entire project for review and approval. Layout drawing to identify sequence of sections for

1. Disinfection, not to exceed 4,000 linear feet per section

2. Hydrostatic testing and transfer of services; to immediately follow sequence of disinfected section

3 Site restoration, not to exceed limits specified; Sequence in order of disturbance

PART 2 P R O D U C T S

2 01 PIPE MATERIALS

A Install pipe materials which conform to following:

1 Section 02501 - Ductile Iron Pipe and Fittings

2. Section 02502 - Steel Pipe and Fittings Water line piping within plant site and aerial crossings to be welded joint steel pipe with flange or approved restraint joint connections, unless otherwise shown on Drawings

3 Section 02506 - Polyvinyl Chloride Pipe

4. Section 02507 - Prestressed Concrete Cylinder Pipe.

5. Section 02518 - Steel Pipe and Fittings for Large Diameter Water Lines

6. Section 02613 - Bar-Wrapped Steel Cylinder Pipe.

B. Conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and have certified by an organization accredited by ANSI.

C Type of pipe materials used is Contractor's option unless specifically identified on Drawings

D. Provide minimum of 3/8 inch inside joint recess between ends of pipe in straight pipe sections.

2 02 WELDED JOINT PROTECTION FITTING FOR SMALL DIAMETER STEEL PIPE

A Cylindrical Corrosion Barrier Provide approved cylindrical corrosion barrier

B O-rings: Conform to National Sanitary Foundation requirements

2.03 RESTRAINED JOINTS

A. Ductile-Iron Pipe. See Section 02501 - Ductile Iron Pipe and Fittings

B PVC Pipe: See Section 02506 - Polyvinyl Chloride Pipe. Perform hydrostatic testing in accordance with ASTM F 1674.

C. Prestressed Concrete Cylinder Pipe, Bar-Wrapped Pipe and Steel Pipe: Welded joints (see Paragraph 3.06 D).

D Restrained Joints where required on DIP and PVC pipe

1. Restraint devices. Manufacture of high strength ductile iron, ASTM A 536 up to 24 inches, and ASTM A 36 for sizes greater than 30 inches Working pressure rating twice that of design test pressure.

2 Bolts and connecting hardware: High strength low alloy material in accordance with ANSI A21.11/AWWA C111.

2 04 COUPLINGS AND APPURTENANCES FOR LARGE DIAMETER WATERLINE

A Flexible (Dresser-type) Couplings

1. Install where shown on Drawings or where allowed by Project Manager for Contractor's convenience. Use galvanized flexible couplings when installed on galvanized pipe which is cement lined, or when underground Provide gaskets manufactured from Neoprene or Buna-N

2 For steel pipe, provide approved sleeve-type flexible couplings. Thickness of middle ring equal to or greater than thickness of pipe wall

3 Provide approved flanged adapter couplings for steel pipe

4. Use Type 316 stainless steel bolts, nuts and washers where flexible couplings are installed underground. Coat entire coupling with 20-mil of approved coal tar coating

B Flap Valves. Provide approved flap valves on discharge of manhole drainline as shown on Drawings.

1. Body and Flap· ASTM A 126-B cast iron.

2. Seats ASTM B 21-CA482 or ASTM B 301-CA145 bronze

3 Resilient Seat

4 Hinge Arms. ASTM B 584-CA865 high tensile bronze.

5 Hinge pins. ASTM B 98-CA655 silicon bronze

PART 3 E X E C U T I O N

3 01 PREPARATION

A. Conform to applicable installation specifications for types of pipe used

B Employ workmen who are skilled and experienced in laying pipe of type and joint configuration being furnished Provide watertight pipe and pipe joints.

C. Lay pipe to lines and grades shown on Drawings

D. Confirm that nine feet minimum separation from gravity sanitary sewers and manholes or separation of four feet minimum from force mains as specified in this Section in all directions unless special design is provided on Drawings.

E Where above clearances cannot be attained, and special design has not been provided on Drawings, obtain direction from Project Manager before proceeding with construction.

F Inform Project Manager if unmetered sprinkler or fire line connections exist which are not shown on Drawings. Make transfer only after approval by Project Manager

G For projects involving multiple subdivisions or locations, limit water line installation to maximum of two project site locations Maximizing 2 pipe installation crews shall be permitted, unless otherwise approved by Project Manager

H City of Houston Utility Operations Division will handle, at no cost to Contractor, operations involving opening and closing valves for wet connections and for

chlorination. Contractor is responsible for handling necessary installations and removal of chlorination and testing taps and risers.

I. If asbestos-cement (A C) pipe is encountered, follow safety practices outlined in American Water Works Association's publication, "Work Practices for A/C Pipe" Strictly adhere to "recommended practices" contained in this publication and make them "mandatory practices" for this Project.

J. For pipe diameters 36 inches and greater, clearly mark each section of pipe and fitting with unique designation on inside of pipe along with pressure class Locate unique identifying mark minimum of five feet away from either end of each section of pipe Provide one unique identifying mark in middle of each fitting Place markings at consistent locations. Use permanent black paint and minimum letter height of 4 inches to mark designations.

K. Contractor is responsible for assuring chosen manufacturer fulfills requirements for extra fittings and, therefore, is responsible for costs due to downtime if requirements are not met

L Do not remove plugs or clamps during months of peak water demands, June, July and August, unless otherwise approved by Project Manager

3 02 HANDLING, CLEANING AND INSPECTION

A. Handling.

1. Place pipe along project site where storm water or other water will not enter or pass through pipe

2 Load, transport, unload, and otherwise handle pipe and fittings to prevent damage of any kind Handle and transport pipe with equipment designed, constructed and arranged to prevent damage to pipe, lining and coating Do not permit bare chains, hooks, metal bars, or narrow skids or cradles to come in contact with coatings. Where required, provide pipe fittings with sufficient interior strutting or cross bracing to prevent deflection under their own weight.

3 Hoist pipe from trench side into trench by means of sling of smooth steel cable, canvas, leather, nylon or similar material.

4. For large diameter water lines, handle pipe only by means of sling of canvas, leather, nylon, or similar material. Sling shall be minimum 36 inches in width. Do not tear or wrinkle tape layers

5. Use precautions to prevent injury to pipe, protective linings and coatings.

a Package stacked pipe on timbers Place protective pads under banding straps at time of packaging

b Pad fork trucks with carpet or other suitable material. Use nylon straps around pipe for lift when relocating pipe with crane or backhoe.

c. Do not lift pipe using hooks at each end of pipe.

d Do not place debris, tools, clothing, or other materials on pipe.

6 Repair damage to pipe or protective lining and coating before final acceptance

7. For cement mortar line and coated steel pipe and PCCP, permit no visible cracks longer than 6 inches, measured within 15 degrees of line parallel to pipe longitudinal axis of finished pipe, except.

a In surface laitance of centrifugally cast concrete.

b. In sections of pipe with steel reinforcing collars or wrappers

c Within 12 inches of pipe ends.

8. Reject pipe with visible cracks (not meeting exceptions) and remove from project site.

B. Cleaning. Thoroughly clean and dry interior of pipe and fittings of foreign matter before installation, and keep interior clean until Work has been accepted Keep joint contact surfaces clean until jointing is completed. Do not place debris, tools, clothing or other materials in pipe. After pipe laying and joining operations are completed, clean inside of pipe and remove debris

C Inspection: Before installation, inspect each pipe and fitting for defects Reject defective, damaged or unsound pipe and fittings and remove them from site.

3 03 EARTHWORK

A. Conform to applicable provisions of Section 02317 - Excavation and Backfilling for Utilities and Section 02447 - Augering Pipe and Conduit.

B. Bedding Use bedding materials in conformance with Section 02320 - Utility Backfill Materials

C Backfill Use bank run sand or earth or native soil as specified in Section 02320 - Utility Backfill Materials. Backfill excavated areas in same day excavated. When not possible, cover excavated areas using steel plates on paved areas and other protective measures elsewhere

D Place material in uniform layers of prescribed maximum loose thickness and wet or dry material to approximately optimum moisture content Compact to prescribed density Water tamping is not allowed.

E. Pipe Embedment: Including 6-inch pipe bedding and backfill to 12 inches above top of pipe

3 04 PIPE CUTTING

A. Cut pipe 12 inches and smaller with standard wheel pipe cutters Cut pipe larger than 12 inches in manner approved by Project Manager Make cuts smooth and at right angles to axis of pipe. Bevel plain end with heavy file or grinder to remove sharp edges.

3 05 PIPING INSTALLATION

A General Requirements.

1. Lay pipe in subgrade free of water.

2 Make adjustments of pipe to line and grade by scraping away subgrade or filling in with granular material.

3. Properly form bedding to fully support bell without wedging or blocking up bell.

4 Open Cut Construction. Keep pipe trenches free of water which might impair pipe laying operations Grade pipe to provide uniform support along bottom of pipe. Excavate for bell holes after bottom has been graded and in advance of placing pipe. Lay not more than nominal city block length of not more than 300 feet of pipe in trench ahead of backfilling operations. Cover or backfill laid pipe if pipe laying operations are interrupted and during non-working hours Place backfill carefully and simultaneously on each side of pipe to avoid lateral displacement of pipe and damage to joints. If adjustment of pipe is required after it has been laid, remove and re-lay as new pipe.

B Install pipe continuously and uninterrupted along each street on which work is to be performed Obtain approval of Project Manager prior to skipping any portion of Work

C Protection of Pipeline Securely place stoppers or bulkheads in openings and in end of line when construction is stopped temporarily and at end of each day's work.

D Perform Critical Location as shown on Drawings Refer to Section 02317 - Excavation and Backfill for Utilities for additional requirements at critical locations

E. Laying Large Diameter Water Line

1. Lay not more than 50 feet of pipe in trench ahead of backfilling operations

2. Dig trench proper width as shown. When trench width below top of pipe becomes 4 feet wider than specified, install higher class of pipe or improved

bedding, as determined by Project Manager. No additional payment will be made for higher class of pipe or improved bedding.

3 Use adequate surveying methods and equipment; employ personnel competent in use of this equipment Horizontal and vertical deviations from alignment as indicated on Drawings shall not exceed 0.10 feet Measure and record "as-built" horizontal alignment and vertical grade at maximum of every 100 feet on record drawings

4. Prevent damage to coating when placing backfill Use backfill material free of large rocks or stones, or other material which could damage coatings

5. Before assembling couplings, lightly coat pipe ends and outside of gaskets with cup grease or liquid vegetable soap to facilitate installation.

6 Prior to proceeding with critical tie-ins submit sequence of work based on findings from "critical location" effort

F Perform following additional procedures when working on plant sites

1 Seventy-two hours prior to each plant shut down or connection, schedule coordination meeting with Project Manager and Water Production personnel At this meeting, present proposed sequencing of Work and verification of readiness to complete Work as required and within time permitted Do not proceed with Work until Project Manager agrees key personnel, equipment and materials are on hand to complete Work.

2 Prior to fully excavating around existing piping, excavate as minimal as possible to confirm type and condition of existing joints Verify size, type, and condition of pipe prior to ordering materials or fully mobilizing for Work.

3. Do not proceed with connections to existing piping and identified critical stages of work unless approved by Project Manager and City's Utility Maintenance Division operator is present to observe

4. Coordinate with City's Water Production Division operators to obtain reduction in operating pressures prior to performing connections to existing piping

5. Make connections to existing piping only when two valves are closed off between connection and source of water pressure Do not make connection relying solely on one valve, unless otherwise approved by Project Manager.

6. Perform critical stages of Work identified on Drawings at night or during low water demand months as specified in Section 01110 - Summary of Work

7 Excavation equipment used on plant sites to have smooth bucket; no teeth or

side cutters.

8. Submit to Project Manager Lone Star Notification transmittal number prior to beginning excavation.

9 Before each "dig" with mechanical excavator, probe ground to determine potential obstructions Repeat procedure until existing pipe is located or excavation reaches desired elevation Perform excavations within one foot to existing piping by hand methods

10. Provide adequate notice to pipe manufacture's representative when connecting or modifying existing prestressed or pretension concrete cylinder pipe

11 Provide field surveyed (horizontal and vertical elevations) "as-builts" of new construction and existing underground utilities encountered. Submit in accordance with Section 01330 - Submittal Procedures.

12. Prior to performing plant work to be done on weekend, provide list of sites and contact person with phone numbers to Project Manager by noon on Thursday of week Contact person must be accessible during weekend, have Houston Metro Area phone number, and be authorized to make emergency decisions.

13 No night work or plant shut down will be scheduled to begin two working days before or after designated City Holidays.

G For tie-ins to existing water lines, provide necessary material on hand to facilitate connection prior to shutting down existing water line. Provide City a minimum of two weeks notice prior to shutting down existing water line

3 06 JOINTS AND JOINTING

A. Rubber Gasketed Bell-and-Spigot Joints for Concrete Cylinder Pipe, Bar Wrapped Pipe PVC, Steel, and DIP

1 After rubber gasket is placed in spigot groove of pipe, equalize rubber gasket cross section by inserting tool or bar recommended by manufacturer under rubber gasket and moving it around periphery of pipe spigot.

2. Lubricate gaskets with nontoxic water-soluble lubricant before pipe units are joined.

3 Fit pipe units together in manner to avoid twisting or otherwise displacing or damaging rubber gasket.

4. After pipe sections are joined, check gaskets to ensure that no displacement of gasket has occurred If displacement has occurred, remove pipe section and remake joint as for new pipe. Remove old gasket, inspect for damage and

replace if necessary before remaking joint.

5 Where preventing movement of 16-inch diameter or greater pipe is necessary due to thrust, use restrained joints as shown on Drawings

a Include buoyancy conditions for soil unit weight when computing thrust restraint calculations

b Do not include passive resistance of soil in thrust restraint calculations.

6. Except for PVC pipe, provide means to prevent full engagement of spigot into bell as shown on Drawings. Means may consist of wedges or other types of stops as approved by Project Manager

B Flanged Joints where required on Concrete Cylinder Pipe, Bar Wrapped Pipe, Ductile Iron Pipe, or Steel Pipe·

1 AWWA C 207 Prior to installation of bolts, accurately center and align flanged joints to prevent mechanical prestressing of flanges, pipe and equipment Align bolt holes to straddle vertical, horizontal or north-south center line. Do not exceed 3/64 inch per foot inclination of flange face from true alignment.

2 Use full-face gaskets for flanged joints. Provide 1/8-inch-thick cloth inserted rubber gasket material. Cut gaskets at factory to proper dimensions.

3 Use galvanized or black nuts and bolts to match flange material Use cadmium-plated steel nuts and bolts underground. Tighten bolts progressively to prevent unbalanced stress Maintain at all times approximately same distance between two flanges at points around flanges. Tighten bolts alternately (180° apart) until all are evenly tight Draw bolts tight to ensure proper seating of gaskets Provide Densco petroleum based tape or approved equal for all exposed portions of nuts, bolts and pipe.

4. Full length bolt isolating sleeves and washers shall be used with flanged connections Furnish kits in accordance with City's "Approved Products List."

5. For in-line flange joints 30 inches in diameter and greater and at butterfly valve flanges, provide Pyrox G-10 with nitrite seal, conforming to ANSI A 21.11 mechanical joint gaskets. For in-line flange joints sized between 12 inches in diameter and greater and 24 inches in diameter and smaller, provide Phenolic PSI with nitrite seal gasket conforming to ANSI A 21.11 mechanical joint gaskets

C. Welded Joints (Concrete Cylinder Pipe, Bar Wrapped Pipe, Steel Pipe)·

1 Prior to starting work, provide certification of qualification for welders

employed on project for type of work procedures and positions involved

2 Joints AWWA C 206 Full-fillet, single lap-welded slip-type either inside or outside, or double butt-welded type; use automatic or hand welders, completely penetrate deposited metal with base metal, use filler metal compatible with base metal; keep inside of fittings and joints free from globules of weld metal which would restrict flow or become loose Do not use mitered joints. For interior welded joints, complete backfilling before welding For exterior field-welded joints, provide adequate working room under and beside pipe Use exterior welds for 30- inch and smaller.

3 Furnish welded joints with trimmed spigots and interior welds for 36-inch and larger pipe.

4. Bell-and-spigot, lap-welded slip joints: Deflection may be taken at joint by pulling joint up to 3/4 inch as long as 1 ½ inch minimum lap is maintained. Spigot end may be miter cut to take deflections up to 5 degrees as long as joint tolerances are maintained. Miter end cuts of both ends of butt-welded joints may be used for joint deflections of up to 5 degrees

5 Align piping and equipment so that no part is offset more than 1/8 inch Set fittings and joints square and true, and preserve alignment during welding operation. For butt welded joints, align abutting ends to minimize offset between surfaces For pipe of same nominal wall thickness, do not exceed 1/16 inch offset. Use line-up clamps for this purpose, however, take care to avoid damage to linings and coatings.

6. Protect coal-tar-epoxy lining during welding by draping an 18-inch-wide strip of heat resistant material over top half of pipe on each side of lining holdback to avoid damage to lining by hot splatter Protect tape coating similarly if external welding is required.

7. Welding rods· Compatible with metal to be welded to obtain strongest bond, E-70XX

8 Deposit metal in successive layers to provide at least 2 passes or beads for automatic welding and 3 passes or beads for manual welding in completed weld.

9 Deposit no more than 1/4 inch of metal on each pass Thoroughly clean each individual pass with wire brush or hammer to remove dirt, slag or flux

10. Do not weld under weather condition that would impair strength of weld, such as wet surface, rain or snow, dust or high winds, unless work is properly protected.

11 Make tack weld of same material and by same procedure as completed weld

Otherwise, remove tack welds during welding operation.

12. Remove dirt, scale, and other foreign matter from inside piping before tying in sections, fittings, or valves.

13. Welded Joints for Large Diameter Water Lines:

a Furnish pipe with trimmed spigots and interior welds for 36-inch and larger pipe.

b. Use exterior welds for 30 inch and smaller.

c Only one end may be miter cut Miter end cuts of both ends of butt-welded joints may be used for joint deflections of up to 2 ½ degrees.

d For large diameter water lines, employ an independent certified testing laboratory, approved by Project Manager, to perform weld acceptance tests on welded joints Include cost of such testing and associated work to accommodate testing in contract unit price bid for water line Furnish copies of test reports to Project Manager for review Project Manager has final decision as to suitability of welds tested.

1) Weld acceptance criteria:

a) Conduct in accordance with ASTM E165- Standard Test Method for Liquid Penetrant Examination and ASTM E709 Standard Guide for Magnetic Particle Examination Use X-ray methods for butt welds, for 100 percent of joint welds

b) Examine welded surfaces for the following defects

i) Cracking

ii) Lack of fusion/penetration

iii) Slag which exceeds one-third (t) where (t) equals material thickness.

iv) Porosity/Relevant rounded indications greater than 3/16 inch; rounded indication is one of circular or elliptical shape with length equal to or less than three times its width.

v) Relevant linear indications in which length of linear indication exceeds three times its width

vi) Four or more relevant 1/16-inch rounded indications in line separated by 1/16 inch or less edge to edge.

14 After pipe is joined and prior to start of welding procedure, make spigot and bell essentially concentric by jacking, shimming or tacking to obtain clearance tolerance around periphery of joint except for deflected joints

15 Furnish each welder employed steel stencil for marking welds, so work of each welder can be identified. Mark pipe with assigned stencil adjacent to weld. When welder leaves job, stencil must be voided and not duplicated Welder making defective welds must discontinue work and leave project site Welder may return to project site only after recertification.

16. Provide cylindrical corrosion barriers for epoxy lined steel pipe 24-inch diameter and smaller, unless minimum wall thickness is 0.5 inches or greater

a. In addition to welding requirements contained here in Paragraph 3.06, conform to protection fitting manufacturer's installation recommendations

b. Provide services of technical representative of manufacturer available on site at beginning of pipe laying operations Representative to train welders and advise regarding installation and general construction methods. Welders must have 12 months prior experience installing protection fittings

c. All steel pipe is to have cutback 3/4 inch to no greater than 1 inch of internal diameter coating from weld bevel

d. Furnish steel fittings with cylindrical corrosion barriers with shop welded extensions to end of fittings. Extension length to measure no less than diameter of pipe Shop apply lining in accordance with AWWA C 210 or AWWA C 213.

e. All steel pipe receiving field adjustments are to be cold cut using standard practices and equipment. No cutting using torch is to be allowed

D Harnessed Joints (Concrete Cylinder Pipe, Bar Wrapped Pipe)

1 Use of snap-ring type restrained joints on pipe is limited to 20-inch through 48-inch diameters.

2 Position snap-ring joint bolt on top (12 o'clock portion). Provide minimum 1/2-inch joint recess. Use joint "diapers" minimum of 12 inches wide.

3. For field adjustments with deflections beyond manufacturer's recommendations:

a. Field trim spigot

b Do not engage ring

4. Harnessed joints are not permitted in areas defined on Drawings as potentially petroleum contaminated material, in tunnels, or at bend greater than 5 degrees.

5 Install harness type joints including snap rings at straight sections of pipe

E Restrained Joints

1. For existing water lines and water lines less than 16 inches in diameter, restrain pipe joints with concrete thrust blocks

2 Thrust restraint lengths shown on Drawings are minimum anticipated lengths These lengths are based on deflections indicated and on use of prestressed concrete cylinder pipe for large diameter lines and ductile iron pipe for small diameter lines Adjustments in deflections or use of other pipe material may result in reduction or increase of thrust lengths Perform calculations by pipe manufacturer to verify proposed thrust restraint lengths Submit calculations for all pipe materials sealed by a registered Professional Engineer in State of Texas for review by Project Manager Make adjustments in thrust restraint lengths at no additional cost to City.

3 Passive resistance of soil will not be permitted in calculation of thrust restraint.

4 For 16-inch lines and larger use minimum 16-foot length of pipe in and out of joints made up of beveled pipe where restraint joint lengths are not identified on Drawings Otherwise, provide restraint joints for a minimum length of 16 feet on each side of beveled joints

5 Installation

a. Install restrained joints mechanism in accordance with manufacturer's recommendations

b Examine and clean mechanism; remove dirt, debris and other foreign material

c Apply gasket and joint NSF 61 FDA food grade approved lubricant

d. Verify gasket is evenly seated.

e Do not over stab pipe into mechanism

6 Prevent any lateral movement of thrust restraints throughout pressure testing and operation

7 Place 2500 psi concrete conforming to Section 03315 - Concrete for Utility

Construction, for blocking at each change in direction of existing water lines, to brace pipe against undisturbed trench walls. Finish placement of concrete blocking, made from Type I cement, 4 days prior to hydrostatic testing of pipeline Test may be made 2 days after completion of blocking if Type II cement is used

F. Joint Grout (Concrete Cylinder Pipe, Bar Wrapped Pipe, Steel Pipe)

1 Mix cement grout mixture by machine except when less than 1/2 cubic yard is required. When less than 1/2 cubic yard is required, grout may be hand mixed. Mix grout only in quantities for immediate use Place grout within 20 minutes after mixing Discard grout that has set Retempering of grout by any means is not permitted.

2 Prepare grout in small batches to prevent stiffening before it is used Do not use grout which has become so stiff that proper placement cannot be assured without retempering Use grout for filling grooves of such consistency that it will adhere to ends of pipe

3. Surface Preparation: Remove defective concrete, laitance, dirt, oil, grease and other foreign material from concrete surfaces with wire brush or hammer to sound, clean surface. Remove rust and foreign materials from metal surfaces in contact with grout.

4 Follow established procedures for hot and cold weather concrete placement.

5. Complete joint grout operations and backfilling of pipe trenches as closely as practical to pipe laying operations. Allow grouted exterior joints to cure at least 1 hour before compacting backfill

6 Grouting exterior joint space: Hold wrapper in place on both sides of joint with minimum 5/8-inch-wide steel straps or bands. Place no additional bedding or backfill material on either side of pipe until after grout band is filled and grout has mechanically stiffened. Pull ends of wrapper together at top of pipe to form access hole. Pour grout down one side of pipe until it rises on other side. Rod or puddle grout to ensure complete filling of joint recess. Agitate for 15 minutes to allow excess water to seep through joint band When necessary, add more grout to fill joint completely Protect gap at top of joint band from backfill by allowing grout to stiffen or by covering with structurally protective material. Do not remove band from joint Proceed with placement of additional bedding and backfill material.

7 Interior Joints for Pipe 24 inches and Smaller· Circumferentially butter bell with grout prior to insertion of spigot, strike off flush surplus grout inside pipe by pulling filled burlap bag or inflated ball through pipe with rope After joint is engaged, finish off joint grout smooth and clean. Use swab approved by Project Manager for 20-inch pipe and smaller.

8. Protect exposed interior surfaces of steel joint bands by metallizing, by other approved coatings, or by pointing with grout Joint pointing may be omitted on potable water pipelines if joint bands are protected by zinc metallizing or other approved protective coatings

9 Remove and replace improperly cured or otherwise defective grout.

10. Strike off grout on interior joints and make smooth with inside diameter of pipe.

11 When installed in tunnel or encasement pipe and clearance within casing does not permit outside grout to be placed in normal manner, apply approved flexible sealer, such as Flex Protex or equal, to outside joint prior to joint engagement. Clean and prime surfaces receiving sealer in accordance with manufacturer's recommendations Apply sufficient quantities of sealer to assure complete protection of steel in joint area. Fill interior of joint with grout in normal manner after joint closure

12 Interior Joints for Water Lines 30 inches and Larger Clean joint space, wet joint surfaces, fill with stiff grout and trowel smooth and flush with inside surfaces of pipe using steel trowel so that surface is smooth Accomplish grouting at end of each work day Obtain written acceptance from Project Manager of inside joints before proceeding with next day's pipe laying operation During inspection, insure no delamination of joint mortar has occurred by striking joint mortar lining with rubber mallet. Remove and replace delaminated mortar lining.

13. Work which requires heavy equipment to be over water line must be completed before mortar is applied to interior joints.

G Large Diameter Water Main Joint Testing· In addition to testing individual joints with feeler gauge approximately 1/2 inch wide and 0.015-inch thick, use other joint testing procedure approved or recommended by pipe manufacturer which will help ensure watertight installation prior to backfilling Perform tests at no additional cost to City.

H Make curves and bends by deflecting joints or other method as recommended by manufacturer and approved by Project Manager Submit details of other methods of providing curves and bends which exceed manufacturer's recommended deflection prior to installation.

1 Deflection of pipe joints shall not exceed maximum deflection recommended by pipe manufacturer, unless otherwise indicated on Drawings.

2 If deflection exceeds that specified but is less than 5 percent, repair entire deflected pipe section such that maximum deflection allowed is not exceeded

3. If deflection is equal to or exceeds 5 percent from that specified, remove entire portion of deflected pipe section and install new pipe

4. Replace, repair, or reapply coatings and linings as required.

5. Assessment of deflection may be measured by Project Manager at location along pipe. Arithmetical averages of deflection or similar average measurement methods will not be deemed as meeting intent of standard

6. When rubber gasketed pipe is laid on curve, join pipe in straight alignment and then deflect to curved alignment

I. Closures Sections and Approved Field Modifications to Steel, Concrete Cylinder Pipe, Bar Wrapped Pipe and Fittings.

1 Apply welded-wire fabric reinforcement to interior and exterior of exposed interior and exterior surfaces greater than 6 inches in diameter Welded-wire fabric: minimum W1, maximum spacing 2 inches by 4 inches; 3/8 inch from surface of steel plate or middle third of lining or coating thickness for mortar thickness less than 3/4 inch

2 Fill exposed interior and exterior surfaces with nonshrink grout.

3 For pipe diameters 36 inches and greater, perform field welds on interior and exterior of pipe

4. For large diameter water lines, provide minimum overlap of 4 inches of butt strap over adjacent piece on butt-strap closures.

3 07 CATHODIC PROTECTION APPURTENANCES

A Where identified on Drawings, modify pipe for cathodic protection as detailed on Drawings and specified. Unless otherwise noted, provide insulation kits including test stations at connections to existing water system or at locations to isolate one type of cathodic system from another type, between water line, access manhole piping and other major openings in water line, or as shown on Drawings

B Bond joints for pipe installed in tunnel or open cut, except where insulating flanges are provided. Weld strap or clip between bell and spigot of each joint or as shown on Drawings. No additional bonding required where joints are welded for thrust restraint. Repair coatings as specified by appropriate AWWA standard, as recommended by manufacturer, and as approved by Project Manager

C Bonding Strap or Clip Free of foreign material that may increase contact resistance between wire and strap or clip.

3 08 SECURING, SUPPORTING AND ANCHORING

A Support piping as shown on Drawings and as specified in this Section, to maintain line and grade and prevent transfer of stress to adjacent structures.

B Where shown on Drawings, anchor pipe fittings and bends installed on water line by welding consecutive joints of pipe together to distance each side of fitting Restrained length, as shown on Drawings, assumes that installation of pipe and subsequent hydrostatic testing begins upstream and proceed downstream, with respect to normal flow of water in pipe. If installation and testing differs from this assumption, submit for approval revised method of restraining pipe joints upstream and downstream of device used to test against (block valve, blind flange or dished head plug).

C Use adequate temporary blocking of fittings when making connections to distribution system and during hydrostatic tests. Use sufficient anchorage and blocking to resist stresses and forces encountered while tapping existing water line

3 09 POLYETHYLENE WRAP FOR DUCTILE IRON PIPE

A Double wrap pipe and appurtenances (except fire hydrants and fusion bond or polyurethane coated fittings) with 8-mil polyethylene film

B. Do not use polyethylene wrap if pipe is cathodically protected

C Conform to requirements of Section 02528 - Polyethylene Wrap

3.10 CLEANUP AND RESTORATION

A Provide cleanup and restoration crews to work closely behind pipe laying crews, and where necessary, during disinfection and hydrostatic testing, service transfers, abandonment of old water lines, backfill and surface restoration

B Unless otherwise approved by Project Manager, comply with the following;

1 Once water line is installed to limits approved in layout submitted, immediately begin preparatory work for disinfection effort.

2 No later than three days after completing disinfection preparatory work, submit to City appropriate request for disinfection

3 If City fails to perform initial disinfection of lines in accordance with Section 2514 - Disinfection of Water Lines, within seven days from submission of appropriate request, and if approved by Project Manager, pipe laying operations may continue beyond approved limits until the City responds.

4. Immediately after transfer of services, begin abandonment of old water lines and site restoration

5 Do not exceed a total of 50% of total project linear feet of disturbed right- of-

way and easement until site is restored in accordance with Section 01740 - Site Restoration.

6. Exceeding any of the above footage limitations shall be considered a material breach of the Contract and subject to termination in accordance with the General Conditions.

C For large diameter water lines, do not install more than 2,000 linear feet of water line, without previous 2,000 linear feet being restored in accordance with Section 01740 - Site Restoration. Schedule paving crews so repaving work will not lag behind pipe laying work by more than 1,000 linear feet. Failure to comply with this requirement shall be considered a material breach of the Contract and subject to termination in accordance with the General Conditions

3 11 CLEANING PIPING SYSTEMS

A. Remove construction debris or foreign material and thoroughly broom clean and flush piping systems Provide temporary connections, equipment and labor for cleaning City must inspect water line for cleanliness prior to filling

3.12 DISINFECTION OF WATER LINES

A Conform to requirements of Section 02514 - Disinfection of Water Lines

3.13 FIELD HYDROSTATIC TESTS

A Conform to requirements of Section 02515 - Hydrostatic Testing of Pipelines.

END OF SECTION

Section 02512

WATER TAP AND SERVICE LINE INSTALLATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Tapping existing mains and furnishing and installing new service lines for water.

B. Relocation of existing small water meters.

C Specifications identify requirements for both small-diameter (less than or equal to 20 inches) water lines and large-diameter (greater than 20 inches) water lines When specifications for large-diameter water lines differ from those for small- diameter water lines, paragraphs for large-diameter water lines will govern for large-diameter pipe

1.02 MEASUREMENT AND PAYMENT

A Unit Prices

1 Payment for water taps and copper service lines 3/4 inch through 1 inch is on unit price basis for each installation Separate measurements will be made for "short side", "long side" and "extra long side" connections as defined in Paragraph 1 04

2 Payment for water taps and service lines 1 1/2 inch through 2 inch is on unit price basis for each installation Separate measurements will be made for "short side", "long side" and "extra long side" connections as defined in Paragraph 1 04, Definitions.

3 Payment for "short side tap installation and connection to meter and restoring site.

4. Payment for each small meter includes labor, materials, and equipment to relocate existing small meter

5 No additional payment will be made for bedding, backfill, compaction, push under pavement, etc.

6 Refer to Section 01270 - Measurement and Payment for unit price procedures

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 AWWA C 800 - Standard for Underground Service Line Valves and Fittings

B. AWWA C 900 - Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 in Through 12 in , for Water Distribution.

1 04 DEFINITIONS

A. Short Side Connection: Service line connecting proposed curb stop, located inside water meter box, to water line on same side of street.

B. Long Side Connection: Service line connecting proposed curb stop, located inside water meter box, to water line on opposite side of street or from center of streets where supply line is located in street center such as boulevards and streets with esplanades Distance not to exceed 60 linear feet (at right angles to water line)

C. Extra Long Side Connection· Service line connecting proposed curb stop, located inside water meter box, to water line on opposite side of street or from center of streets where supply line is located in street center such as boulevards and streets with esplanades Distance greater than 60 linear feet (at right angles to water line).

PART 2 P R O D U C T S

2 01 MATERIALS

A. Copper Tubing: In accordance with Section 02503 - Copper Tubing Polybutylene tubing is not permitted.

B Corporation Stops AWWA C 800 as modified in this Section 1. Inlet End AWWA standard thread. 2. Valve Body Tapered plug type, O-ring seat ball type, or rubber seat ball type 3. Outlet End Flared-copper connection for use with Type K, soft copper or compression type fitting

C Provide taps for water line types and sizes in accordance with pipe tapping schedule located at end of this Section

D. Dual Strap Saddles Red brass body and straps; ductile-iron, vinyl-coated body and straps; or ductile-iron, vinyl-coated body and stainless-steel straps

E Taps for PVC Water Lines Use dual-strap or single, wide-band strap saddles which provide full support around circumference of pipe and bearing area of sufficient width along axis of pipe, 2 inches minimum, ensuring that pipe will not be distorted when saddle is tightened. Provide approved stainless-steel tapping saddle with AWWA standard thread

F. Taps for Steel Pipe· Not allowed, unless specifically approved by Project Manager. Use saddle only when tap is approved on steel pipe

G. Curb Stops and Brass Fittings: AWWA C 800 as modified in this Section.

1. Inlet End: Flared copper connection or compression-type fitting

2. Valve Body Straight-through or angled, meter-stop design equipped with following·

   a. O-ring seal straight plug type

   b Rubber seat ball type

3. Outlet End: Female, iron-pipe thread or swivel-nut, meter-spud thread on 3/4-inch and 1- inch stops and 2-hole flange on 1 1/2 and 2-inch sizes

4 Fittings Provide approved fittings Use same size open end wrenches and tapping machines as used with respective Mueller fittings

5 Factory Testing of Brass Fittings:

   a. Submerge in water for 10 seconds at 85 psi with stop in both closed and open positions

   b Reject fitting that shows air leakage. Project Manager may confirm tests locally Entire lot from which samples were taken will be rejected when random sampling discloses unsatisfactory fittings

H. Angle Stops: In accordance with AWWA C 800; ground-key, stop type with bronze lock- wing head stop cap; inlet and outlet threads conform to application tables of AWWA C 800, and inlets flared connection or compression.

1 Outlet for 3/4-inch and 1-inch size: Meter swivel nut with saddle support.

2. Outlet for 1 1/2-inch through 2-inch size O-ring sealed meter flange, iron pipe threads

I Fittings: In accordance with AWWA C 800 and following

1 Castings: Smooth, free from burrs, scales, blisters, sand holes, and defects which would make them unfit for intended use

2. Nuts· Smooth cast and has symmetrical hexagonal wrench flats.

3. Flare-Joint Fittings. Smooth cast. Machine seating surfaces for metal-to-metal seal to proper taper or curve, free from pits or protrusions

4 Thread fittings, of all types, shall have N.P.T. or AWWA threads, and protect male threaded ends in shipment by plastic coating, or approved equal

5 Compression tube fittings shall have Buna-N beveled gasket.

6. Stamp of manufacturer's name or trademark and of fitting size on body.

PART 3 EXECUTION

3 01 GENERAL

A. For service lines and lateral connections larger than those allowed in Pipe Tapping Schedule, branch connections and multiple taps may be used Space corporation stops minimum of 2 feet apart.

B. Tapped collars of appropriate sizes Approved in new construction only provided they are set at right angles to proposed meter location.

C. Use tapping machine manufactured for pressure tapping purposes for 2-inch and smaller service taps on pressurized water lines.

D For new meter or when existing meter is in conflict with proposed pavement improvements, locate water meters one foot inside street right-of-way, or when this is not feasible, one foot on curb side of sidewalk Contact Project Manager when major landscaping or trees conflict with service line and meter box location No additional payment will be made for work on customer side of meter.

E New location and installation of existing small meter shall conform to requirements of this Section

3 02 SERVICE INSTALLATION

A Set service taps at right angles to proposed meter location and locate taps in upper pipe segment within 45 degrees of pipe springline.

B. Install service lines in open-cut trench in accordance with Section 02317 - Excavation and Backfill for Utilities Install service lines under paved roadways, other paved areas and areas indicated on Drawings in bored hole in accordance with Paragraph 3 01G.

C Lay service lines with minimum of 30 inches of cover as measured from top of curb or, in absence of curbs, from centerline elevation of crowned streets or roads Provide minimum of 18 inches of cover below flow line of ditches to service lines

D. Service lines across existing street (push-unders)· Pull service line through prepared hole under paving Use only full lengths of tubing Take care not to damage copper tubing when pulling it through hole. Compression-type union is only permitted when

span underneath pavement cannot be accomplished with a full standard length of tubing. Use one compression-type union for each full length of tubing.

E. Maintain service lines free of dirt and foreign matter.

F. Install service lines so that top of meter will be 4 to 6 inches below finished grade

G. Anticipate existing sanitary sewers to have cement stabilized sand backfill to bottom of pavement Include cost of such crossings in unit price for services

3 03 CURB STOP INSTALLATION

A Set curb stops or angle stops at outer end of service line inside of meter box Secure opening in curb stop to prevent unwanted material from entering In close quarters, make S-curve in field Do not flatten tube In 3/4-inch and 1-inch services, install meter coupling, swivel-nut, or curb stop ahead of meter. Install straight meter coupling on outlet end of meter

3.04 SEQUENCE OF OPERATIONS

A Open trench for proposed service line in accordance with Section 02317 - Excavation and Backfill for Utilities

B. Install curb stop on meter end of service line

C. With curb stop open and prior to connecting service line to meter in slack position, open corporation stop and flush service line thoroughly Close curb stop, leaving corporation stop in full-open position

D. Check service line for apparent leaks. Repair leaks before proceeding.

E. Schedule inspection with Project Manager prior to backfilling After inspection, backfill in accordance with Section 02317 - Excavation and Backfill for Utilities.

F Install meter box centered over meter with top of lid flush with finished grade. Meter box. Refer to Section 02085 - Valve Boxes, Meter Boxes, and Meter Vaults.

END OF SECTION

Table 02512-1

PIPE TAPPING SCHEDULE				
WATERLINE TYPE AND DIAMETER	SERVICE SIZE			
	3/4"	1"	1-1/2"	2"
4" Cast Iron or Ductile Iron	DSS, WBSS	DSS,WBSS	DSS,WBSS	DSS,WBSS
4" Asbestos Cement	WBSS	WBSS	DSS,WBSS	DSS,WBSS
4" PVC	DSS,WBSS	DSS,WBSS	DSS,WBSS	DSS,WBSS
6" and 8" Cast Iron or Ductile Iron	DSS,WBSS	DSS,WBSS	DSS,WBSS	DSS,WBSS
6" and 8" Asbestos Cement	DSS,WBSS	DSS,WBSS	DSS,WBSS	DSS,WBSS
6" and 8" Cast Iron or Ductile Iron	DSS,WBSS	DSS,WBSS	DSS,WBSS	DSS,WBSS
6" and 8" PVC (AWWA C900)	DSS,WBSS	DSS,WBSS	DSS,WBSS	DSS,WBSS
12" Cast Iron or Ductile Iron	DSS,WBSS	DSS,WBSS	DSS,WBSS	DSS,WBSS
12" Asbestos Cement	DSS,WBSS	DSS,WBSS	DSS,WBSS	DSS,WBSS
12" PVC (AWWA C900)	DSS,WBSS	DSS,WBSS	DSS,WBSS	DSS,WBSS
16" and Up Cast Iron or Ductile Iron	DWBSS	DWBSS	DWBSS	DWBSS
16" and Up Asbestos Cement	DWBSS	DWBSS	DWBSS	DWBSS
16" and Up PVC (AWWA C900)	DWBSS	DWBSS	DWBSS	DWBSS

DSS - DUAL STRAP SADDLES
WBSS - WIDE BAND STRAP SADDLES
DWBSS - DUAL WIDE BAND STRAP SADDLE

Section 02513

WET CONNECTIONS

PART 1 GENERAL

1 01 SECTION INCLUDES

A Wet connections for new water lines and service lines to existing water lines

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices

1 Payment for wet connections shown on Drawings is on unit price basis for each wet connection. Separate payment will be made for each size of water line.

2 No compensation will be given for extra work or for damages occurring as result of incomplete shutoff

3 Refer to Section 01270 - Measurement and Payment for unit price procedures

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 AWWA C 800 - Standard for Underground Service Line Valves and Fittings

1.04 DEFINITIONS

A Wet connections consist of isolating sections of pipe to be connected with existing valves, draining isolated sections, and completing connections

B. Connection of 2-inch or smaller lines, which may be referred to on Drawings as "2-inch standard connections" or "gooseneck connections" will be measured as 2-inch wet connections. This item is not to be used as part of 2-inch service line.

PART 2 PRODUCTS

2 01 MATERIALS

A Pipe shall conform to requirements of applicable portions of Sections 02501 through 02528 related to piping materials and to water distribution

B Corporation cocks and saddles shall conform to requirements of Section 02512 - Water Tap and Service Line Installation.

C Valves shall conform to requirements of Section 02521 - Gate Valves

D Brass fittings shall conform to requirements of AWWA C 800.

PART 3 EXECUTION

3 01 CONNECTION OPERATIONS

A Plan wet connections in manner and at hours with least inconvenience public Notify Project Manager at least 72 hours in advance of making connections

B. Do not operate valves on water lines in use by City. City of Houston Utility Operations Division will handle, at no cost to Contractor, operations involving opening and closing valves for wet connections.

C. Conduct connection operations when Inspector is at job site. Connection work shall progress without interruption until complete once existing water lines have been cut or plugs have been removed for making connections.

3.02 2-INCH WET CONNECTIONS

A. Tap water line. Use corporation cocks, saddles, copper tubing as required for line and grade adjustment, and brass fittings necessary to adapt to existing water line Use 2-inch valves when indicated on Drawings for 2-inch copper gooseneck connections

END OF SECTION

Section 02514

DISINFECTION OF WATER LINES

PART 1 GENERAL

1.01 SECTION INCLUDES

A Disinfection of potable water lines

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1 No separate payment will be made for disinfection of water lines under this Section. Include cost in unit price of water lines being disinfected.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Adjusting Payment for Retesting.

1 Subsequent disinfection operations which may be necessary due to nonconforming or incomplete construction will be charged to Contractor. Charges will be deducted from retainage amounts when construction estimates are processed for final payment

2 Total charge will consist of base charge of $135.00 plus footage charge based on number of feet of specified diameter pipe in construction project. Footage charge is as follows:

Size of Pipe	Charge per Linear Foot
2 inch to 4 inch	$0 03
6 inch	$0 04
8 inch	$0 05
10 inch to 12 inch	$0.07
16 inch to 20 inch	$0.09
24 inch to 30 inch	$0 13
32 inch to 48 inch	$0 16
54 inch	$0.20
60 inch	$0 22
66 inch	$0 31
72 inch to 84 inch	$0 40
90 inch to 96 inch	$0 58
108 inch	$0 75
120 inch or larger	$1 00

C. 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 AWWA C 651 - Standard for Disinfecting Water Mains PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3 01 CONDUCTING DISINFECTION

A Promptly disinfect water lines constructed before tests are conducted on water lines and before water lines are connected to City water distribution system

B Water for disinfection and flushing will be furnished by City without charge.

C. Unless otherwise provided in Contract Documents, City will conduct disinfection operations assisted by Contractor.

D Coordinate chlorination operations through Project Manager

3 02 PREPARATION

A Provide temporary blind flanges, cast-iron sleeves, plugs, necessary service taps, copper service leads, risers and jumpers of sizes, location and materials, and other items needed to facilitate disinfection of new water lines prior to connection to City water distribution system. Normally, each valved section of water line requires two each 3/4-inch taps. A 2- inch minimum blow-off is required for water lines up to and including 6-inch diameter.

B Use fire hydrants as blow-offs to flush newly constructed water lines 8 inch diameters and above Where fire hydrants are not available on water lines, install temporary blow-off valves and remove promptly upon successful completion of disinfection and testing.

C Slowly fill each section of pipe with water in manner approved by Project Manager. Average water velocity when filling pipeline should be less than one foot per second and shall not, under any circumstance, exceed 2 feet per second Before beginning disinfection operations, expel air from pipeline.

D. Backfill excavations immediately after installation of risers or blow-offs

E Install blow-off valves at end of water line to facilitate flushing of dead-end water lines Install permanent blow-off valves according to drawings.

3 03 DISINFECTION BY CITY PERSONNEL

A Correct problems that may prevent disinfection operations prior to advising Project Manager to perform disinfection work When disinfection work cannot be performed due to covered up valves, missing valve stacks, inoperative fire hydrants or other nonconforming construction, charge will be levied against Contractor for each trip made by City personnel.

B. Notify and coordinate with Project Manager minimum of 72 hours before disinfection work is to be performed. Assist City personnel during disinfection operations

3 04 DISINFECTION BY CONTRACTOR

A. The following procedure will be used when disinfection by Contractor is required by Contract Documents:

1. Use not less than 100 parts of chlorine per million parts of water.

2 Introduce chlorinating material to water lines in accordance with AWWA C 651

3 After contact period of not less than 24 hours, flush system with clean water until residual chlorine is no greater than 1 0 parts per million parts of water.

4 Open and close valves in lines being sterilized several times during contact period

5 If chemical compound is used for sterilizing agent, place in pipes as directed by Project Manager.

3 03 BACTERIOLOGICAL TESTING

A. After disinfection and flushing of water lines, bacteriological tests will be performed by City or testing laboratory in accordance with Section 01454 - Testing Laboratory Services When test results indicate need for additional disinfection of water lines based upon Texas Department of Health requirements, assist City with additional disinfection operations.

3.06 COMPLETION

A. Upon completion of disinfection and testing, remove risers except those approved for use in subsequent hydrostatic testing, and backfill excavation promptly.

END OF SECTION

Section 02515

HYDROSTATIC TESTING OF PIPELINES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Field hydrostatic testing of newly installed water pipelines

1 02 MEASUREMENT AND PAYMENT

A. Unit Prices

1 No payment will be made for hydrostatic testing of pipelines under this Section Include cost in unit price of pipelines being tested.

2 Refer to Section 01270 - Measurement and Payment for unit price procedures

B. Stipulated Price (Lump Sum) If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3 01 PREPARATION

A Disinfect water system pipelines prior to hydrostatic testing

B Hydrostatically test newly installed water pipelines after disinfection, when required, and before connecting to City water distribution system

C Water for testing will be charged to Contractor in accordance with City Ordinances Prior to hydrostatic testing, obtain a transient meter from the City Deposit is required for transient meter

D. Test pipelines in lengths between valves, or plugs, of not more than 4,000 feet. E Conduct hydrostatic tests in presence of Project Manager

3 02 TEST PROCEDURES

A. Furnish, install, and operate connections, pump, meter and gages necessary for hydrostatic testing

B. Allow pipeline to sit minimum of 24 hours from time it is initially disinfected until testing begins, to allow pipe wall or lining material to absorb water Periods of up to 7 days may be required for mortar lining to become saturated.

C For small diameter pipelines, expel air and apply minimum test pressure of 125 psi. For large diameter water lines, expel air and apply minimum test pressure of 150 psi

D. Begin test by 9 00 a.m. unless otherwise approved by Project Manager Maintain test pressure for 8 hours. When large quantity of water is required to maintain pressure during test, discontinue testing until cause of water loss is identified and corrected.

E Keep valves inside pressure reducing stations closed during hydrostatic pressure test

3.03 ALLOWABLE LEAKAGE FOR WATERLINES

A During hydrostatic tests, no leakage will be allowed for sections of water lines consisting of welded joints

B. Maximum allowable leakage for water lines with rubber gasketed joints. 3.19 gallons per inch nominal diameter per mile of pipe per 24 hours while testing

C For meter run installation, when work cannot be isolated and line fails pressure test, visual inspection of work by Project Manager for leakage during pressure test may be used to fulfill requirements of this section

3.04 CORRECTION FOR FAILED TESTS

A Repair joints showing visible leaks on surface regardless of total leakage shown on test. Check valves and fittings to ensure that no leakage occurs that could affect or invalidate test Remove cracked or defective pipes, fittings, and valves discovered during pressure test and replace with new items.

B Project Manager may require failed lines to be disinfected after repair and prior to retesting Conduct and pay for subsequent disinfection operations in accordance with requirements of Section 02514 - Disinfection of Water Lines. Pay for water required for additional disinfection and retesting

C Repeat test until satisfactory results are obtained

3 05 COMPLETION

A. Upon satisfactory completion of testing, remove risers remaining from disinfection and hydrostatic testing, and backfill excavation promptly

END OF SECTION

Section 02516

CUT, PLUG AND ABANDONMENT OF WATER LINES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Cut, plug and abandonment of water lines.

1 02 MEASUREMENT AND PAYMENT

A Unit Prices.

1 Payment for cut, plug, and abandonment of water lines is on a unit price basis for each cut, plug, and abandonment performed Separate payment will be made for each size of water line

2 Refer to Section 01270 - Measurement and Payment for unit price procedures

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 product data for proposed plugs and clamps for approval.

PART 2 PRODUCTS

2 01 MATERIALS

A Concrete for reaction blocks Class B conforming to requirements of Section 03315 - Concrete for Utility Construction.

B. Plugs and clamps: Applicable for type of pipe to be plugged.

PART 3 EXECUTION

3 01 APPLICATION

A. Do not begin cut, plug and abandonment operations until replacement water line has been constructed, disinfected, and tested, and service lines have been transferred to replacement water line

B. Install plug, clamp, and concrete reaction block and make cut at location shown on Drawings.

C. Main to be abandoned shall not be valved off and shall not be cut or plugged other than at supply water line or as shown on Drawings.

D After water line to be abandoned has been cut and plugged, check for other sources feeding abandoned water line When sources are found, notify Project Manager immediately. Cut and plug abandoned water line at point of other feed as directed by Project Manager

E. Plug or cap ends or openings in abandoned water line in manner approved by Project Manager.

F Remove and dispose of surface identifications such as valve boxes and fire hydrants. Valve boxes in improved streets, other than shell, may be filled with concrete after removing cap.

G Backfill excavations in accordance with Section 02317 - Excavation and Backfill for Utilities

H Repair street surfaces in accordance with Section 02951- Pavement Repair and Resurfacing.

END OF SECTION

Section 02520

FIRE HYDRANTS

PART 1 GENERAL

1 01 SECTION INCLUDES

A Fire hydrants

B Adjustment of fire hydrants and gate valves.

1 02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1 Payment is on a unit price basis for each fire hydrant assembly, including 6-inch gate valve and box, installed regardless of barrel depth

2 Payment for fire hydrant branches (leads) is on linear foot basis for each branch installed. Separate pay items are used for open-cut and augered branches.

3 Payment for salvaged fire hydrants is on unit price basis for each fire hydrant removed and returned to City's Maintenance Quadrant Stock yard.

4 Refer to Section 01270 - Measurement and Payment for unit price procedures.

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 AWWA C 550 - Standard for Protective Epoxy Interior Coatings for Valves and Hydrants

B. SSPC SP2 - Hand Tool Cleaning

C. SSPC SP3 - Power Tool Cleaning

D SSPC SP10 - Near-White Blast Cleaning

E SSPC SP11 - Power Tool Cleaning to Bare Metal

F SSPC Paint Spec No 21

G SSPC-Paint 21 - White or Colored Silicone Alkyd Paint

H. SSPC-Paint 25 - Zinc Oxide, Alkyd, Linseed Oil Primer for Use Over Hand Cleaned Steel, Type I and Type II

I. SSPC-Paint 104 - White or Tinted Alkyd Paint

J Federal Standard A-A-2962A - Enamel, Alkyd, Solvent Based Low VOC

1 04 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures

B Submit name of hydrant manufacturer, type of bonnet paint, and engineering control drawing number for hydrant proposed for use

PART 2 P R O D U C T S

2 01 HYDRANTS

A Provide approved fire hydrants.

B The Project Manager may, at any time prior to or during installation of hydrants, randomly select furnished hydrant for disassembly and laboratory inspection, at City expense, to verify compliance with Specifications. When hydrant is found to be non-compliant, replace, at Contractor's expense, hydrants, with hydrants that comply with Specifications

C. Provide lower hydrant barrel fabricated from Ductile Iron Pipe as single piece, connected to upper hydrant barrel by means of joint coupling that will provide three hundred sixty degree (360) rotation of upper barrel

2.02 LEADS

A Branches (Leads): Conform to requirements of Section 02501 - Ductile Iron Pipe and Fittings, Section 02502 - Steel Pipe and Fittings, and Section 02506 - Polyvinyl Chloride Pipe.

2 03 HYDRANT PAINTING

A. New hydrants and refurbished hydrants shall be shop coated as specified herein

B Exterior Above Traffic Flange (Including Bolts & Nuts).

1 Surface preparation to be in accordance with SSPC-SP 10 (MACE 2) near white blast cleaned surface.

2 Coat with three coat alkyd/silicone alkyd system with total dry film thickness

(DFT) of 6 - 9 mils as follows·

a Prime Coat - Oil modified alkyd primer, to be in general conformance with SSPC Paint Specification No 25 Total dry film thickness (DFT) 2 - 3 mils.

b. Intermediate Coat - Heavy Duty Industrial Alkyd Enamel to be in general conformance with SSPC Paint Specification No. 104, and Federal Standard A-A- 2962A Total dry film thickness (DFT) of 2 -3 mils

c Finish Coat - Silicone Alkyd Resin Enamelto be in general conformance with SSPC Paint Specification No 21. Total dry film thickness (DFT) to be 2 - 3 mils Exception - hydrant bonnet shall not be finished shop coated, only intermediate coated. Install color coded finish coating of bonnet in field

d. Bonnet Paint - Field apply finish coat of Silicone Alkyd Resin Enamel to be in general conformance with SSPC Paint Specification No. 21. Dry film thickness of 2 - 3 mils. Bonnet colors are to be as specified in Paragraph 3.01 to designate the appropriate size of water supply line.

3 Colors - Primer Manufacturers standard color Finish coat of hydrant body Blue . Connection caps: Finished coated white. Paint white band of finish coat two (2) inches in width on hydrant body approximately six inches (6") above and parallel to traffic flange Intermediate coat : Contrasting color to blue finish, such as white

C. Field Maintenance Painting (Exterior Above Traffic Flange)

1 Surface Preparation to be in accordance with SSPC - SP2, Hand Tool Cleaning, or SSPC - SP3, Power Tool Cleaning, depending on condition of existing paint and extent of corrosion. It is not necessary to remove tightly adhered mill scale, rust, and paint. Mill scale, rust and paint are considered tightly adherent when they cannot be removed with dull putty knife In some severe cases where it is necessary to remove majority of existing paint, surface should be cleaned in accordance with SSPC -SP11, Power Tool Cleaning to Bare Metal.

2 When surface is cleaned to bare metal (SSPC - SP11), coat hydrant with three coat Alkyd/Silicone Alkyd system in accordance with Paragraph 2.03 B 2 as for new hydrants When surface is cleaned to SSPC - SP2 or SSPC - SP3, coat hydrant with Silicone Alkyd Resin Enamelin general conformance with SSPC Paint Specification No 21 Total dry film thickness of 3 - 6 mils.

D Exterior Below Traffic Flange

1 Surface preparation in accordance with SSPC- SP10 (MACE 2) Near White

Blast Cleaned Surface.

2 Primer and intermediate coat. coal tar epoxy in general conformance with SSPC Paint Specification No 16. Apply two (2) coats with dry film thickness (DFT) of 8 - 10 mils each for total DFT of 16 -20 mils

3. Finish coat: Water based vinyl acrylic mastic Apply one coat with dry film thickness of 6 - 8 mils. Color of finish coat to be same as finish coat for exterior above traffic flange, i e., blue (Acro 555 Crystal Blue, or equivalent)

E Interior Surfaces Above and Below Water Line Valve

1. Material used for internal coating of hydrant interior ferrous surfaces below water line valve must be NSF certified as suitable for contact with potable water as required by Chapter 290, Rules and Regulations for Public Water Systems, Texas Natural Resources Conservation Commission.

2. Coating shall be liquid or powder epoxy system in accordance with AWWA Standard C - 550 (latest revision). Coating may be applied in two or three coats, according to manufacturer's recommendations, for total dry film thickness of 12 -18 mils.

PART 3 E X E C U T I O N

3 01 INSTALLATION

D. Set fire hydrant plumb and brace at locations and grades as shown on Drawings When barrel of hydrant passes through concrete slab, place 1-inch-thick piece of standard sidewalk expansion joint material around section of barrel passing through concrete

E. Locate nozzle center line minimum 18 inches above finish grade.

F Place 12-inch by 12-inch yellow indicators (plastic, sheet metal, plywood, or other material approved by Project Manager) on pumper nozzles of new or relocated fire hydrants installed on new water lines not in service. Remove indicators after new water line is tested and approved by Project Manager.

G. Do not cover drain ports when placing concrete thrust block

H Obtain Project Manager's approval in writing prior to installation of hydrants which require changes in bury depth due to obstructions not shown on Drawings. Unit price adjustments will not be allowed for changes in water line flow line or fire hydrant barrel length caused by obstructions

I Plug branch lines to valves and fire hydrants shown on Drawings to be removed. Deliver fire hydrants designated for salvage to nearest Utility Maintenance Quadrant

Facility.

J Install branches (leads) in accordance with Section 02511 - Water Lines

K Coating Requirements·

1 Apply coatings in strict accordance with manufacturer's recommendations No requirements of this specification shall cancel or supersede written directions and recommendations of specific manufacturer so as to jeopardize integrity of applied system.

2 Furnish affidavit of compliance that coatings furnished complies with requirements of this specification and referenced standards, as applicable

L. Use following color code for field coating of hydrant bonnet to indicate size of water line supplying hydrant Supply Water Line Diameter (inches) Bonnet Color 6 Yellow 8 White 12-20 Green 24 and larger Orange

M Remove and dispose of unsuitable materials and debris in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

Section 02521

GATE VALVES

PART 1 GENERAL

1 01 SECTION INCLUDES

A. Gate valves.

1 02 MEASUREMENT AND PAYMENT

A. Unit Prices

1. No separate payment will be made for gate valves 20 inches in diameter and smaller under this Section Include payment in unit price for water lines.

2 Payment for gate valves 24 inches to 36 inches in diameter is on a unit price basis. Unit price includes cost of required box for gate valves

3 Payment for 2-inch blow-off valve with box is on a unit price basis for each installation.

4 Refer to Section 01270 - Measurement and Payment for unit price procedures.

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 A 307 - Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile.

B ASTM B 62 - Standard Specification for Composition Bronze or Ounce Metal Casting

C ASTM D 429 - Standard Test Methods for Rubber Property-Adhesion to Rigid Substrates

D ASTM B 763 - Standard Specification for Copper Alloy Sand Casting for Valve Application

E AWWA C 500 - Standard for Metal-Seated Gate Valves for Water Supply Service

F AWWA C 509 - Standard for Resilient-Seated Gate Valves for Water Supply Service.

G. AWWA C 515- Standard for Reduced Wall, Resilient- Seated Gate Valves for Water Supply Service

H AWWA C 550 - Standard for Protective Epoxy Interior Coatings for Valves and Hydrants.

1 04 SUBMITTALS

A Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit manufacturer's product data for proposed valves for approval

C Provide detailed drawings of gearing mechanism for 20-inch and larger gate valves

1.05 QUALITY CONTROL

A Submit manufacturer's affidavit that gate valves are manufactured in the United States and conform to stated requirements of AWWA C 500, AWWA C 509, AWWA C 515, and this Section, and that they have been satisfactorily tested in the United States in accordance with AWWA C 500, AWWA C 509, and AWWA C 515

PART 2 P R O D U C T S

2 01 MATERIALS

A. Gate Valves: AWWA C 500, AWWA C 509, AWWA C 515 and additional requirements of this Section. Direct bury valves and those in subsurface vaults open clockwise, aboveground and plant valves open counterclockwise.

B. If type of valve is not indicated on Drawings, use gate valves as line valves for sizes 20- inches and smaller When type of valve is indicated, no substitute is allowed

C. Gate Valves 1-1/2 inches in Diameter and Smaller 125 psig, bronze, rising-stem; single- wedge; disc type, screwed ends

D Coatings for Gate Valves 2 inches and larger AWWA C 550 non-toxic, imparts no taste to water, functions as physical, chemical, and electrical barrier between base metal and surroundings, minimum 8-mil-thick, fusion-bonded epoxy Prior to assembly of valve, apply protective coating to interior and exterior surfaces of body.

E Gate Valves 2 inches in diameter: Iron body, double disc or resilient-seated, non-rising stem, 150-pound test, 2-inch square nut operating clockwise to open

F Gate Valves 3 inches to 12 inches in diameter. Non-directional, standard-wall resilient seated (AWWA C 509), parallel seat double disc (AWWA C 500), or reduced-wall resilient seated gate valves (AWWA C 515), 200 psig pressure rating, bronze mounting, push-on bell ends with rubber joint rings, and nut-operated unless otherwise specified Provide approved standard-wall resilient seated valves. Provide approved

reduced-wall resilient seated valves Provide approved double disc valves. Comply with following requirements unless otherwise specified in Drawings:

1 Design: Fully encapsulated rubber wedge or rubber seat ring mechanically attached with minimum 304 stainless-steel fasteners or screws; threaded connection isolated from water by compressed rubber around opening

2. Body: Cast or ductile iron, flange bonnet and stuffing box together with ASTM A 307 Grade B bolts Manufacturer's initials, pressure rating, and year manufactured shall be cast in body.

3 Bronze: Valve components in waterway to contain not more than 15 percent zinc and not more than 2 percent aluminum.

4 Stems: ASTM B 763 bronze, alloy number-995 minimum yield strength of 40,000 psi, minimum elongation in 2-inches of 12 percent, non-rising

5 O-rings: For AWWA C 500, Section 3 12.2 For AWWA C 509, Sections 2 2 6 and 4 8.2. For AWWA C 515, Section 4.2 2.5. 6. Stem Seals Consist of three O-rings, two above and one below thrust collar with anti- friction washer located above thrust collar for operating torque

6 Stem Nut: Independent or integrally cast of ASTM B 62 bronze

7 Resilient Wedge: Molded, synthetic rubber, vulcanized and bonded to cast or ductile iron wedge or attached with 304 stainless steel screws tested to meet or exceed ASTM D 429 Method B, seat against epoxy-coated surface in valve body.

8. Bolts· AWWA C 500 Section 3.4, AWWA C 509 Section 4.4 or AWWA C 515 Section 4.4 4; stainless steel, cadmium plated, or zinc coated

G. Gate valves 14 inch and larger in Diameter: AWWA C 500; parallel seat double disc gate valves; push-on bell ends with rubber rings and nut-operated unless otherwise specified Provide approved double disc valves with 150 psig pressure rating Comply with following requirements unless otherwise specified on Drawings:

1 Body: Cast iron or ductile iron; flange together bonnet and stuffing box with ASTM A 307 Grade B bolts. Cast following into valve body manufacturer's initials, pressure rating, and year manufactured. When horizontally mounted, equip valves greater in diameter than 12 inches with rollers, tracks, and scrapers.

2 O rings For AWWA C 500, Section 3 12.2. For AWWA C 515, Section 4 2 2.5

3 Stems ASTM B 763 bronze, alloy number-995 minimum yield strength of

40,000 psi, minimum elongation in 2-inches of 12 percent, non-rising.

4 Stem Nut. Machined from ASTM B 62 bronze rod with integral forged thrust collar machined to size, non-rising.

5 Stem Seals: Consist of three O-rings, two above and one below thrust collar with anti- friction washer located above thrust collar for operating torque

6 Bolts AWWA C 500 Section 3.4 or AWWA C 515 Section 4 4.4; stainless steel; cadmium plated, or zinc coated

7 Discs: Cast iron with bronze disc rings securely penned into machined dovetailed grooves.

8. Wedging Device: Solid bronze or cast-iron, bronze-mounted wedges Thin plates or shapes integrally cast into cast-iron surfaces are acceptable. Other moving surfaces integral to wedging action shall be bronze monel or nickel alloy-to-iron

9. Provide bypass for valves 24 inches and larger

10. Bronze Mounting: Built as integral unit mounted over, or supported on, cast-iron base and of sufficient dimensions to be structurally sound and adequate for imposed forces.

11 Gear Cases· Cast iron, furnished on 18-inch and larger valves and of extended type with steel side plates, lubricated, gear case enclosed with oil seal or O-rings at shaft openings.

12 Stuffing Boxes: Located on top of bonnet and outside gear case

H Gate valves 14 inches to 24 inches: Provide AWWA C 515; reduced-wall, resilient seated gate valves with 250 psig pressure rating. Furnish with spur or bevel gearing.

1. Mount valves horizontally if proper ground clearance cannot be achieved by normal vertical installation For horizontally mounted gate valves, provide bevel operation gear mounted vertically for above ground operation.

2. Use valve body, bonnet, wedge, and operator nut constructed of ductile iron Fully encapsulate exterior of ductile iron wedge with rubber

3 Ensure wedge is symmetrical and seals equally well with flow in either direction

4 Provide ductile iron operator nut with four flats at stem connection to apply even input torque to the stem

5. Bolts: AWWA C515, Section 4.4.4, Stainless Steel; cadmium plated or zinc coated.

6 Provide high strength bronze stem and nut

7 O-rings: AWWA C515, Section 4.2.2 5, pressure O-rings as gaskets.

8 Provide stem sealed by three O-rings. Top two O-rings are to be replaceable with valve fully open at full rated working pressure.

9 Provide thrust washers to the thrust collar for easy valve operation.

I Gate Valves Extension Stem When shown on Drawings, provide non-rising, extension stem having coupling sufficient to attach securely to operating nut of valve. Upper end of extension stem shall terminate in square wrench nut no deeper than 4 feet from finished grade or as shown on Drawings Support extension stem with an arm attached to wall of manhole or structure that loosely holds extension stem and allows rotation in the axial direction only.

J. L Gate Valves in Factory Mutual (Fire Service) Type Meter Installations Conform to provisions of this specification; outside screw and yoke valves, carry label of Underwriters' Laboratories, Inc.; flanged, Class 125, clockwise to close

K. Gate Valves for Tapping Steel Pipe: Provide double disc gate valve Resilient wedge gate valve shall only be installed in a vertical position.

L Provide flanged joints when valve is connected to steel or PCCP.

PART 3 EXECUTION

3 01 INSTALLATION

A Earthwork. Conform to applicable provisions of Section 02317 - Excavation and Backfilling for Utilities.

B Operation. Do not use valves for throttling without prior approval of manufacturer

3.02 SETTING VALVES AND VALVE BOXES

A Remove foreign matter from within valves prior to installation Inspect valves in open and closed positions to verify that parts are in satisfactory working condition

B. Install valves and valve boxes where shown on Drawings Set valves plumb and as detailed Center valve boxes on valves. Carefully tamp earth around each valve box for minimum radius of 4 feet, or to undisturbed trench face when less than 4 feet Install valves completely closed when placed in water line.

C For pipe section of each riser, use only 6 inch, ductile iron Class 51, or DR18 PVC pipe cut to proper length Riser must be installed to allow complete access for operation of valve Assemble and brace box in vertical position as indicated on Drawings

3 03 DISINFECTION AND TESTING

A. Assist Project Manager with disinfection of valves and appurtenances as required by Section 02514 - Disinfection of Water Lines and test as required by Section 02515 - Hydrostatic Testing of Pipelines.

B Double-Disc Gate Valves Apply hydrostatic test pressure equal to twice rated working pressure of valve between discs. Valve shall show no leakage through metal, flanged joints, or stem seals. Test at rated working pressure, applied between discs Valve shall show no leakage through metal, flanged joints, or stem seals. Do not exceed leakage rate of 1 oz/hr/inch of nominal valve size.

C. Solid-Wedge Gate Valves. Apply hydrostatic pressure equal to twice rated working pressure of valve with both ends bulkheaded and gate open. Valve shall show no leakage through metal, flanged joints, or stem seals. Test at rated working pressure, applied through bulkheads alternately to each side of closed gate with opposite side open for inspection Valve shall show no leakage through metal, flanged joints, or stem-seals Do not exceed leakage rate of 1 oz/hr/inch of nominal valve size

D Repair or replace valves which exceed leakage rate.

3.04 PAINTING OF VALVES

A Paint valves in vaults, stations, and above ground with approved paint.

END OF SECTION

SPECIAL PROVISION TO ITEM 1

"DEFINITION OF TERMS"

For this project, Item 1 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby:

THE TERM "DEPARTMENT," "STATE," "STATE HIGHWAY DEPARTMENT OF TEXAS," "TXDOT," "TEXAS DEPARTMENT OF TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION," "COMMISSION," AND "STATE HIGHWAY COMMISSION," SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PART OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS. ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS.

Articles 1.26, "Certificate of Insurance"; 1.28, "Commission", 1.47, "Department", 1.70 "Letting Official" and 1.124 "State" are deleted.

Article 1.53, "ENGINEER", is revised to read in its entirety as follows·

1.53 ENGINEER. Galveston County Engineer or his authorized representatives. If a representative is authorized to function as the ENGINEER'S representative with respect to certain of the ENGINEER'S activities, that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

Article 1.64, "INSPECTOR," is revised to read in its entirely as follows:

1.64 INSPECTOR. The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of work and the material to be used therein. A representative is authorized to function as the ENGINEER'S representative with respect to certain of the activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

Special Provisions to Item 1

"DEFINITION OF TERMS"

ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS:

1.148 CONSULTING ENGINEER. Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are representatives of Galveston County only to extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County so to act. All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County -- and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston County and shall act by and for Galveston County. Irrespective of what authority may be assigned by Galveston County to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications; to insure against failures in safety precautions; to carry out this work pursuant to safe methods of construction; to select and fulfill the proper manner, means and methods in performing the work in order to meet the plans and specifications; and to complete the work in accordance with the contract documents.

SPECIAL PROVISION TO ITEM 2

INSTRUCTIONS TO BIDDERS

For the project, Item 2 of the Texas Standard Specification is hereby deleted in it's entirety.

The Instructions To Bidders is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 3

AWARD AND EXECUTION OF CONTRACT

For this project, Item 3 of the Texas Standard Specifications is hereby deleted in it's entirely.

The Instructions To Bidders is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 4

SCOPE OF WORK

For this project, Item 4 of the Texas Standard Specifications s hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 4.2 "CHANGES IN WORK", "ARTICLE 4.3 "DIFFERING SITE CONDITIONS" and ARTICLE 4.4 "REQUESTS AND CLAIMS FOR ADDITIONAL COMPENSATION" are deleted in their entirety and replaced by Article 38 "CHANGES and ALTERATIONS" and ARTICLE 39 "EXTRA WORK" of Section IV, "General Terms and Conditions".

SPECIAL PROVISION TO ITEM 5

CONTROL OF THE WORK

For this project, Item 5 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 5.2 "PLANS AND WORKING DRAWINGS." The first sentence of the first paragraph is hereby revised to read as follows:

When required, the Contractor shall provide working drawings to supplement the plans with all necessary details not included on the Contract plans.

ARTICLE 5.5 "COOPERATION OF CONTRACTOR." The last sentence of the first paragraph is hereby revised to read as follows:

The Contractor will be supplied with three (3) copies of the plans, specifications and special provisions and he shall have one (1) copy of each available on the project at all times.

ARTICLE 5.6 "CONSTRUCTION SURVEYING", is hereby deleted in its entirety.

ARTICLE 5.7 "INSPECTION." The sixth sentence of the second paragraph is hereby revised to read as follows:

If the uncovered work is acceptable, the costs to uncover remove and replace or make good the parts removed will be paid for in accordance with Article 38. "Changes And Alterations" of Section IV, "General Terms And Conditions".

ARTICLE 5.8 "FINAL ACCEPTANCE," is hereby deleted in its entirety. It is replaced by Article 34. "Final Completion And Acceptance" of Section IV, "General Terms And Conditions".

SPECIAL PROVISION TO ITEM 6

CONTROL OF MATERIALS

For this project, Item 6 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 6.1 "SOURCE CONTROL." Paragraph A. "Buy America" and B. Buy Texas" are hereby deleted in their entirety.

ARTICLE 6.7 "Department-furnished Material" is hereby deleted in it's entirety.

SPECIAL PROVISION TO ITEM 7

LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 7.4 "INSURANCE AND BONDS" is hereby deleted in its entirety.

ARTICLE 7.5 "RESTORING SURFACES OPENED BY PERMISSION." The third sentence of the first paragraph is hereby revised to read as follows:

Payment for repair of surfaces opened by permission will be made in accordance with Article 38. "Changes And Alterations" of Section IV, "General Terms And Conditions.

SPECIAL PROVISION TO ITEM 8

PROSECUTION AND PROGRESS

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 8.1 "PROSECUTION OF WORK" The third sentence in the first paragraph is hereby revised to read as follows:

"The Contractor shall begin the work to be performed under the contract within ten (10) days after the date of authorization to begin work as shown on the work order.

ARTICLE 8.2 "PROGRESS SCHEDULES", B "CONSTRUCTION CONTRACTS" The first sentence in the first paragraph is hereby revised to read as follows:

If required by the Engineer, before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract.

SPECIAL PROVISION TO ITEM 9

MEASUREMENT AND PAYMENT

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 9.2 "PLANS QUANTITY MEASUREMENT" is hereby deleted in its entirety.

ARTICLE 9.4 "PAYMENT FOR EXTRA WORK" is hereby deleted in its entirety.

Extra work ordered, performed and accepted will be paid for in accordance with ARTICLE 39, "EXTRA WORK" of Section IV, "General Terms and Conditions".

ARTICLE 9.5 "FORCE ACCOUNT" is hereby deleted in its entirety.

ARTICLE 9.6 "PROGRESS PAYMENTS" is hereby deleted in its entirety and replaced by ARTICLE 36, "PROGRESS PAYMENTS AND RETAINAGE" of Section IV, "General Terms and Conditions".

ARTICLE 9.8 "FINAL PAYMENT" is hereby deleted in its entirety and replaced by ARTICLE 34, "FINAL COMPLETION AND ACCEPTANE" and ARTICLE 40, "FINAL PAYMENT" of Section IV, "General Terms and Conditions".

SECTION VI
PLANS

AGENDA ITEM #17b

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

July 26, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Bid #B111047, City of Bayou Vista Ling Street Rehabilitation

Gentlemen,

On July 19, 2011 bids were opened for Bid #B111047, City of Bayou Vista Ling Street Rehabilitation, at which time five (5) bids were received from the following companies

• Mullen Asphalt Paving Co , Inc	Bacliff, TX	$110,382 05
• Leimei Brothers, Inc	Galveston, TX	$112,675 70
• Craig & Heidt, Inc	Houston, TX	$114,780 00
• R W Lucas Construction Co , Inc.	League City, TX	$126,195.00
• AAA Asphalt & Paving, Inc.	Houston, TX	$152,800 00

The lowest responsible bid was received from Mullen Asphalt Paving Company, Inc The County Engineer and I recommend that you award this bid to Mullen Asphalt Paving Company, Inc

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

McCullough, Darla

From. Fitzgerald, Mike
Sent: Wednesday, July 20, 2011 1 57 PM
To: Crowder, Rufus
Cc. Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen; Clark, Ken, Ken Clark (clarkken@juno com), Grady, Patricia, Lewis, Roxann, Lopez, Renelle, Gilliam, Cindy, Mabry, Celia-Frances, McCullough, Darla, Robertson, Elizabeth
Subject: FW Ling Street Bid Tabulation
Attachments: Bid Tab xls

Attached is the bid tabulation for Ling St in Bayou Vista It is my recommendation that the project be awarded to the low responsible bidder, Mullen Asphalt Paving Co Inc, per their bid in the amount of $110,382 05

BID TABULATION
CITY OF BAYOU VISTA, LING STREET REHABILITATION

PREPARED BY LISA BUTLER

July 19, 2011

BASE BID				Engineer's Estimate		Lucas Construction Co Inc 551 League City Pkw, Suite C League City, Tx 77573		Leimer Brothers, Inc P O Box 3096 Galveston, Tx 77552		Craig & Heidt, Inc 1970 Knoll St Houston, Tx 77080	
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Dense-Graded HMA (Method) (TY-D SAC -B PG 70-22, Overlay)	TON	775	$145 00	$112,375 00	$85 00	$65,875 00	$90 76	$70,339 00	$88 00	$68,200 00
2	Dense-Graded HMA (Method) (TY-D SAC -B PG 70-22, Level-up)	TON	300	$145 00	$43,500 00	$85 00	$25 500 00	$93 74	$28,122 00	$88 00	$26 400 00
3	Flexable Pavement Structure Repair (TY A GR 1, 10" Road Base Repair)	SY	50	$130 00	$6,500 00	$100 00	$5,000 00	$47 69	$2,384 50	$58 00	$2,900 00
4	Flexable Pavement Structure Repair (TY A GR 1 6" Driveway Base Repair)	SY	160	$130 00	$20 800 00	$50 00	$8,000 00	$37 67	$6,027 20	$58 00	$9,280 00
5	Mobilization (Limit 5% of Total Bid)	LS	1	$9,523 00	$9,523 00	$6,000 00	$6,000 00	$3,003 00	$3,003 00	$5,750 00	$5,750 00
6	Barricades Signs & Traffic Handling	LS	1	$7 300 00	$7,300 00	$15,820 00	$15 820 00	$2 800 00	$2,800 00	$2 250 00	$2 250 00
			TOTAL BID		**$199,998 00**		**$126,195.00**		**$112,675 70**		**$114,780.00**

BID TABULATION
CITY OF BAYOU VISTA, LING STREET REHABILITATION

PREPARED BY LISA BUTLER

July 19 2011

BASE BID				AAA Asphalt Paving, Inc 10526 Tanner Rd Houston, Tx 77041		Mullen Asphalt Paving Co , Inc P O. Box 339 Bacliff, Tx 77518					
ITEM NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Dense-Graded HMA (Method) (TY-D SAC -B PG 70-22, Overlay)	TON	775	$132 00	$102,300 00	$84 91	$65,805 25				
2	Dense-Graded HMA (Method) (TY-D SAC -B PG 70-22, Level-up)	TON	300	$100 00	$30,000 00	$85 68	$25,704 00				
3	Flexable Pavement Structure Repair (TY A GR 1, 10" Road Base Repair)	SY	50	$80 00	$4,000 00	$92 56	$4 628 00				
4	Flexable Pavement Structure Repair (TY A GR 1, 6" Driveway Base Repair)	SY	160	$50 00	$8,000 00	$36 53	$5,844 80				
5	Mobilization (Limit 5% of Total Bid)	LS	1	$4,000 00	$4 000 00	$3,400 00	$3,400 00				
6	Barricades Signs & Traffic Handling	LS	1	$4 500 00	$4,500 00	$5 000 00	$5 000 00				
			TOTAL BID		**$152,800 00**		**$110,382 05**				

BID NUMBER B111047

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for
CITY OF BAYOU VISTA, LING STREET REHABILITATION
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

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

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

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

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

BIDDER	Mullen Asphalt Paving Co., Inc.
SIGNATURE	David L Mullen
PRINT NAME	David Mullen
TITLE	Vice-President
ADDRESS	P. O. Box 339
CITY, STATE	Bacliff, TX
ZIP	77518
TELEPHONE	281-339-2035
FAX NO	281-339-0676
DATE	7/18/11
TAX I D No	76-0519818

BID FORM

LING STREET REHABILITATION

ITEM	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	340	DENSE-GRADED HMA (METHOD) (TY-D SAC-B PG 70-22, OVERLAY)	TON	775	Eighty four DOLLARS AND ninety one CENTS	84.91	65,805.25
2	340	DENSE-GRADED HMA (METHOD) (TY-D SAC-B PG 70-22, LEVEL-UP)	TON	300	Eighty five DOLLARS AND sixty eight CENTS	85.68	25,704.00
3	351	FLEXABLE PAVEMENT STRUCTURE REPAIR (TY A GR 1, 10' ROAD BASE REPAIR)	SY	50	Ninety two DOLLARS AND fifty six CENTS	92.56	4,628.00
4	351	FLEXABLE PAVEMENT STRUCTURE REPAIR (TY A GR 1, 6" DRIVEWAY BASE REPAIR)	SY	160	Thirty six DOLLARS AND fifty three CENTS	36.53	5,844.80
5	500	MOBILIZATION (LIMIT 5% OF TOTAL BID)	LS	1	Three thousand four hundred DOLLARS AND zero CENTS	3,400.00	3,400.00
6	502	BARRICADES, SIGNS & TRAFFIC HANDLING	LS	1	Five thousand DOLLARS AND zero CENTS	5,000.00	5,000.00
TOTAL BID							110,382.05

SPECIAL PROVISION FOR EXISTING ROAD CONDITIONS

The existing roadway along Ling St is known to have very poor base & very poor subgrade Past experience has shown that the roadway cannot handle standard gross and/or axle loads without damage to the pavement, base and subgrade and that the roadway may show signs of heaving, pumping or damage when subjected to standard gross or axle loads

Therefore the type and size of equipment and loads shall be restricted to those that will not cause damage to the pavement, base or subgrade The contractor is hereby informed that he should anticipate the gross and axle loads will have to be reduced so as not to damage the pavement, base or subgrade The contractor should anticipate this in preparing his bid

At this time gross and /or axle loads which may be applied to the roadway have not been determined but will be determined by trial and error as the project begins and progresses The loads which will be allowed that will not damage the pavement, base and subgrade may change and may vary from one location to another on Ling St and the contractor should anticipate this in preparing his bid

The paving operations will begin at the west end of Ling St and progress towards I-45 so as to preclude construction equipment and loads from driving on the new pavement

Any damage caused by the contractor to the pavement, base, subgrade or any other areas shall be repaired at his expense and no separate payment shall be made for the same

INCIDENTALS ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME.

State of Texas Tax Statement of Materials and other charges

The cost of in-place materials to be incorporated into the project $ 76,975.25

The cost of labor, profit, materials not in-place and all other charges $ 33,406.80

TOTAL (Must agree with bid) $ 110,382.05

BID NUMBER B111047

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for
CITY OF BAYOU VISTA, LING STREET REHABILITATION
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest *amount bid*

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

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

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

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

BIDDER	Leimer Brothers, Inc.
SIGNATURE	Michael F. Leimer
PRINT NAME	Michael F. Leimer
TITLE	President
ADDRESS	P.O. Box 3096
CITY, STATE	Galveston, TX
ZIP	77552
TELEPHONE	409-744-6098
FAX NO	409-744-7098
DATE	7/19/11
TAX I D. No.	74-2076586

BID FORM

LING STREET REHABILITATION

ITEM	SPEC. NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	340	DENSE-GRADED HMA (METHOD) (TY-D SAC-B PG 70-22, OVERLAY)	TON	775	Ninety DOLLARS AND seventy six CENTS	90.76	70339.00
2	340	DENSE-GRADED HMA (METHOD) (TY-D SAC-B PG 70-22, LEVEL-UP)	TON	300	Ninety three DOLLARS AND seventy four CENTS	93.74	28122.00
3	351	FLEXABLE PAVEMENT STRUCTURE REPAIR (TY A GR 1, 10" ROAD BASE REPAIR)	SY	50	Forty seven DOLLARS AND sixty nine CENTS	47.69	2384.50
4	351	FLEXABLE PAVEMENT STRUCTURE REPAIR (TY A GR 1, 6" DRIVEWAY BASE REPAIR)	SY	160	Thirty seven DOLLARS AND sixty seven CENTS	37.67	6027.20
5	500	MOBILIZATION (LIMIT 5% OF TOTAL BID)	LS	1	Three thousand three DOLLARS AND no CENTS	3003.00	3003.00
6	502	BARRICADES, SIGNS & TRAFFIC HANDLING	LS	1	Two thousand eight hundred DOLLARS AND no CENTS	2800.00	2800.00
TOTAL BID							$ 112675.70

SPECIAL PROVISION FOR EXISTING ROAD CONDITIONS

The existing roadway along Ling St is known to have very poor base & very poor subgrade. Past experience has shown that the roadway cannot handle standard gross and/or axle loads without damage to the pavement, base and subgrade and that the roadway may show signs of heaving, pumping or damage when subjected to standard gross or axle loads.

Therefore the type and size of equipment and loads shall be restricted to those that will not cause damage to the pavement, base or subgrade. The contractor is hereby informed that he should anticipate the gross and axle loads will have to be reduced so as not to damage the pavement, base or subgrade. The contractor should anticipate this in preparing his bid.

At this time gross and /or axle loads which may be applied to the roadway have not been determined but will be determined by trial and error as the project begins and progresses. The loads which will be allowed that will not damage the pavement, base and subgrade may change and may vary from one location to another on Ling St. and the contractor should anticipate this in preparing his bid.

The paving operations will begin at the west end of Ling St. and progress towards I-45 so as to preclude construction equipment and loads from driving on the new pavement

Any damage caused by the contractor to the pavement, base, subgrade or any other areas shall be repaired at his expense and no separate payment shall be made for the same.

INCIDENTALS: ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME.

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project	$ 71582.48
The cost of labor, profit, materials not in-place and all other charges	$ 41093.22
TOTAL: (Must agree with bid)	$ 112675.70

BID NUMBER B111047

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for.
CITY OF BAYOU VISTA, LING STREET REHABILITATION
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

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

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

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

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

BIDDER	Craig & Heidt, Inc
SIGNATURE	[signature]
PRINT NAME	Chad LeBlanc
TITLE	Vice President - Projects
ADDRESS	1970 Knox St.
CITY, STATE	Houston, Tx
ZIP	77080
TELEPHONE	713-467-7932
FAX NO	713-467-7283
DATE	7-19-11
TAX I.D. No.	74-1751372

BID FORM

LING STREET REHABILITATION

ITEM	SPEC. NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	340	DENSE-GRADED HMA (METHOD) (TY-D SAC-B PG 70-22, OVERLAY)	TON	775	Eighty Eight DOLLARS AND No CENTS	88.00	68,200.00
2	340	DENSE-GRADED HMA (METHOD) (TY-D SAC-B PG 70-22, LEVEL-UP)	TON	300	Eighty Eight DOLLARS AND No CENTS	88.00	26,400.00
3	351	FLEXABLE PAVEMENT STRUCTURE REPAIR (TY A GR 1, 10" ROAD BASE REPAIR)	SY	50	Fifty Eight DOLLARS AND No CENTS	58.00	2,900.00
4	351	FLEXABLE PAVEMENT STRUCTURE REPAIR (TY A GR 1, 6" DRIVEWAY BASE REPAIR)	SY	160	Fifty Eight DOLLARS AND No CENTS	58.00	9,280.00
5	500	MOBILIZATION (LIMIT 5% OF TOTAL BID)	LS	1	Five Thousand Seven Hundred Fifty DOLLARS AND No CENTS	5,750.00	5,750.00
6	502	BARRICADES, SIGNS & TRAFFIC HANDLING	LS	1	Two Thousand Two Hundred Fifty DOLLARS AND No CENTS	2,250.00	2,250.00
TOTAL BID One Hundred Fourteen Thousand Seven Hundred Eighty Dollars and No Cents							114,780.00

SPECIAL PROVISION FOR EXISTING ROAD CONDITIONS

The existing roadway along Ling St is known to have very poor base & very poor subgrade Past experience has shown that the roadway cannot handle standard gross and/or axle loads without damage to the pavement, base and subgrade and that the roadway may show signs of heaving, pumping or damage when subjected to standard gross or axle loads

Therefore the type and size of equipment and loads shall be restricted to those that will not cause damage to the pavement, base or subgrade. The contractor is hereby informed that he should anticipate the gross and axle loads will have to be reduced so as not to damage the pavement, base or subgrade. The contractor should anticipate this in preparing his bid

At this time gross and /or axle loads which may be applied to the roadway have not been determined but will be determined by trial and error as the project begins and progresses The loads which will be allowed that will not damage the pavement, base and subgrade may change and may vary from one location to another on Ling St and the contractor should anticipate this in preparing his bid.

The paving operations will begin at the west end of Ling St and progress towards I-45 so as to preclude construction equipment and loads from driving on the new pavement

Any damage caused by the contractor to the pavement, base, subgrade or any other areas shall be repaired at his expense and no separate payment shall be made for the same

INCIDENTALS ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME.

State of Texas Tax Statement of Materials and other charges·

The cost of in-place materials to be incorporated into the project $ 73,277.00

The cost of labor, profit, materials not in-place and all other charges $ 41,503.00

TOTAL: (Must agree with bid) $ 114,780.00

COPY

BID NUMBER B111047

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for
CITY OF BAYOU VISTA, LING STREET REHABILITATION
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

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

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

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

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

BIDDER	RW Lucas Construction, LLC
SIGNATURE	
PRINT NAME	Ryan Lucas
TITLE	President
ADDRESS	551 C League City Parkway
CITY, STATE	League City, Texas
ZIP	77573
TELEPHONE	281-319-9990
FAX NO	281-316-6087
DATE	July 19 2011
TAX I.D. No.	27-3067189

BID FORM

LING STREET REHABILITATION

ITEM	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	340	DENSE-GRADED HMA (METHOD) (TY-D SAC-B PG 70-22, OVERLAY)	TON	775	Eighty five DOLLARS AND zero CENTS	$85 00	$65,875 00
2	340	DENSE-GRADED HMA (METHOD) (TY-D SAC-B PG 70-22, LEVEL-UP)	TON	300	Eighty five DOLLARS AND zero CENTS	$85 00	$25,500 00
3	351	FLEXABLE PAVEMENT STRUCTURE REPAIR (TY A GR 1, 10" ROAD BASE REPAIR)	SY	50	One hundred DOLLARS AND zero CENTS	$100 00	$5,000 00
4	351	FLEXABLE PAVEMENT STRUCTURE REPAIR (TY A GR 1, 6" DRIVEWAY BASE REPAIR)	SY	160	Fifty DOLLARS AND zero CENTS	$50 00	$8,000 00
5	500	MOBILIZATION (LIMIT 5% OF TOTAL BID)	LS	1	Six thousand DOLLARS AND zero CENTS	$6,000 00	$6,000 00
6	502	BARRICADES, SIGNS & TRAFFIC HANDLING	LS	1	Fifteen thousand eight hundred twenty DOLLARS AND zero CENTS	$15,820 00	$15,820 00
TOTAL BID							$126,195 00

SPECIAL PROVISION FOR EXISTING ROAD CONDITIONS

The existing roadway along Ling St. is known to have very poor base & very poor subgrade. Past experience has shown that the roadway cannot handle standard gross and/or axle loads without damage to the pavement, base and subgrade and that the roadway may show signs of heaving, pumping or damage when subjected to standard gross or axle loads

Therefore the type and size of equipment and loads shall be restricted to those that will not cause damage to the pavement, base or subgrade The contractor is hereby informed that he should anticipate the gross and axle loads will have to be reduced so as not to damage the pavement, base or subgrade The contractor should anticipate this in preparing his bid.

At this time gross and /or axle loads which may be applied to the roadway have not been determined but will be determined by trial and error as the project begins and progresses. The loads which will be allowed that will not damage the pavement, base and subgrade may change and may vary from one location to another on Ling St. and the contractor should anticipate this in preparing his bid.

The paving operations will begin at the west end of Ling St. and progress towards I-45 so as to preclude construction equipment and loads from driving on the new pavement

Any damage caused by the contractor to the pavement, base, subgrade or any other areas shall be repaired at his expense and no separate payment shall be made for the same

INCIDENTALS: ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME.

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project	$67,275 00
The cost of labor, profit, materials not in-place and all other charges	$58,920 00
TOTAL: (Must agree with bid)	$126 195 00

RL

DUPLICATE

BID NUMBER B111047

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for
CITY OF BAYOU VISTA, LING STREET REHABILITATION
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

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

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

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

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

BIDDER	AAA Asphalt Paving Inc.
SIGNATURE	Michael D. Hoffman
PRINT NAME	Michael D. Hoffman
TITLE	President
ADDRESS	10526 Tanner Rd.
CITY, STATE	Houston TX
ZIP	77041
TELEPHONE	713-896-7373
FAX NO	713-896-8889
DATE	7/19/2011
TAX I.D. No.	760451285-9

BID FORM

LING STREET REHABILITATION

ITEM	SPEC. NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	340	DENSE-GRADED HMA (METHOD) (TY-D SAC-B PG 70-22, OVERLAY)	TON	775	One hundred Thirty Two DOLLARS AND no CENTS	132.00	102,300.00
2	340	DENSE-GRADED HMA (METHOD) (TY-D SAC-B PG 70-22, LEVEL-UP)	TON	300	One hundred DOLLARS AND no CENTS	100.00	30,000.00
3	351	FLEXABLE PAVEMENT STRUCTURE REPAIR (TY A GR 1, 10" ROAD BASE REPAIR)	SY	50	Eighty DOLLARS AND no CENTS	80.00	4,000.00
4	351	FLEXABLE PAVEMENT STRUCTURE REPAIR (TY A GR 1, 6" DRIVEWAY BASE REPAIR)	SY	160	Fifty DOLLARS AND no CENTS	50.00	8,000.00
5	500	MOBILIZATION (LIMIT 5% OF TOTAL BID)	LS	1	Four Thousand DOLLARS AND no CENTS	4,000.00	4,000.00
6	502	BARRICADES, SIGNS & TRAFFIC HANDLING	LS	1	Four Thousand five Hundred DOLLARS AND no CENTS	4,500.00	4,500.00
TOTAL BID							$152,800.00

SPECIAL PROVISION FOR EXISTING ROAD CONDITIONS

The existing roadway along Ling St. is known to have very poor base & very poor subgrade. Past experience has shown that the roadway cannot handle standard gross and/or axle loads without damage to the pavement, base and subgrade and that the roadway may show signs of heaving, pumping or damage when subjected to standard gross or axle loads

Therefore the type and size of equipment and loads shall be restricted to those that will not cause damage to the pavement, base or subgrade The contractor is hereby informed that he should anticipate the gross and axle loads will have to be reduced so as not to damage the pavement, base or subgrade The contractor should anticipate this in preparing his bid

At this time gross and /or axle loads which may be applied to the roadway have not been determined but will be determined by trial and error as the project begins and progresses. The loads which will be allowed that will not damage the pavement, base and subgrade may change and may vary from one location to another on Ling St. and the contractor should anticipate this in preparing his bid.

The paving operations will begin at the west end of Ling St. and progress towards I-45 so as to preclude construction equipment and loads from driving on the new pavement

Any damage caused by the contractor to the pavement, base, subgrade or any other areas shall be repaired at his expense and no separate payment shall be made for the same

INCIDENTALS ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $ 82,885.00

The cost of labor, profit, materials not in-place and all other charges $ 69,915.00

TOTAL: (Must agree with bid) $ 152,800.00

THE COUNTY OF
GALVESTON
Office of the County Engineer
722 MOODY, 1st FLOOR
GALVESTON, TX 77550
(409) 770-5399(409) 770-5549 (281) 316-8300
FAX (409) 770-5557

Transmittal

To: **Patricia Grady**

From: Mike Fitzgerald

Date: August 15, 2011

Re: City of Bayou Vista, Ling Street Rehabilitation

Cc: Dwight Sullivan

On August 2, 2011 the Commissioners' Court (agenda item no 17b) awarded the above referenced project.

Please have the Judge sign and date all four contracts in the place indicated. Please let me know when they are ready and we will pick them up and deliver them to the County Clerk for further handling.

COUNTY OF GALVESTON

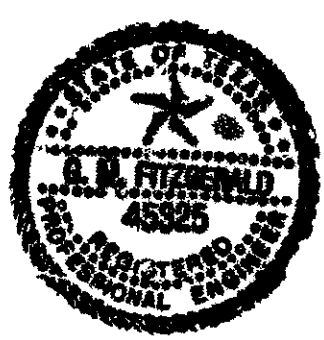
SPECIFICATIONS AND CONTRACT DOCUMENTS

CITY OF BAYOU VISTA
LING STREET REHABILITATION

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

CITY OF BAYOU VISTA
LING STREET REHABILITATION



G. M. Fitzgerald

Engineer

6-27-11

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SECTION	IV	General Terms and Conditions
SECTION	V	Specifications
SECTION	VI	Plans

SECTION I

Invitation to Bid

General Provisions

Vendor Qualification Packet

Instructions to Bidders

BID #: B111047
OPEN: 7/19/2011
2:00 PM

INVITATION TO BID
CITY OF BAYOU VISTA
LING STREET REHABILITATION
GALVESTON COUNTY, TEXAS

BID #B111047

The County of Galveston solicits bids on the following project

Contract to furnish labor, equipment, materials and incidentals as required for
Bid #B111047, City of Bayou Vista, Ling Street Rehabilitation

Sealed bids in **sets of six, (one (1) original and five (5) copies)** will be received in the office of the County Purchasing Agent, until **2:00 PM** on **07/19/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. **Bidders are specifically advised that any bid delivered after this time will be returned unopened.**

Submitted bids will be publicly opened on **7/19/2011 at 2:00 PM** in the Purchasing Agents office located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth (5th) Floor, Galveston, Texas 77550

All bids must be marked on the outside of the envelope
Bid #B111047, City of Bayou Vista, Ling Street Rehabilitation

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

Plans and specifications may be obtained from the office of the Galveston County Engineer, 722 Moody Avenue (21st Street), 1st Floor, Galveston, Texas 77550, (409) 770-5548 or (409) 770-5552.

A $20 00 non refundable deposit shall be required for each set of plans and specifications

Bids will be completed on the forms and proposal sheets provided

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

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

Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS
CITY OF BAYOU VISTA LING STREET REHABILITATION
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

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

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

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

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

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

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response

3. TIME FOR RECEIVING BIDS

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

4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date

GENERAL PROVISIONS
CITY OF BAYOU VISTA LING STREET REHABILITATION
GALVESTON COUNTY, TEXAS

5. REJECTION OF BIDS

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

7. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, no substitutions are allowed for this bid unless specific instructions are included in the Special Provision section that allow alternate substitutions Should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. EXCEPTIONS TO BID

No exceptions to this bid are allowed unless specific instructions are included in the Special Provision section that allow exceptions to the bid conditions Otherwise, Bidders must adhere to the specifications when completing their submittals

9. PRICING

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

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

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

10. PROCUREMENT CARD PROGRAM

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

11. TAX EXEMPTION

Any resultant purchase orders are issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise, and use taxes pursuant to sections 151 309 – 151 311, of the Texas Tax Code. The contractor performing this contract may purchase all materials, and supplies, used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9307 in lieu of tax Any such exemption certificate issued by the Contractor in lieu of tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended As a general rule, a vendor is not required to pay state sales tax on goods purchased that are totally incorporated into or consumed by the public improvements. Certificates may be issued upon request

GENERAL PROVISIONS
CITY OF BAYOU VISTA LING STREET REHABILITATION
GALVESTON COUNTY, TEXAS

12. PASS THROUGH COST ADJUSTMENTS

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

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

A request for a pass through cost does not guarantee that one will be granted Vendors must submit such information on each request as is required by the County Purchasing Agent The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid The prices proposed will be considered firm and cannot be altered after the submission deadline.

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

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

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

GENERAL PROVISIONS
CITY OF BAYOU VISTA LING STREET REHABILITATION
GALVESTON COUNTY, TEXAS

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

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

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids; to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

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

15. RESULTANT CONTRACT

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

16. CONTRACT TERM

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

17. TERMINATION FOR DEFAULT

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

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

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

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

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

County reserves the right to terminate this contract immediately in the event bidder

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

18. TERMINATION FOR CONVENIENCE

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

19. FORCE MAJEURE

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

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

20. ESTIMATED QUANTITIES

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

21. CONTRACTOR INVESTIGATION

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

22. NO COMMITMENT BY COUNTY OF GALVESTON

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

GENERAL PROVISIONS
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23. SINGLE BID RESPONSE

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

24. REJECTION/DISQUALIFICATION OF BIDS

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

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

25. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent

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

26. BID DISCLOSURES

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

27. PROTEST

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

28. WITHDRAWAL OF BID

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

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29. INDEMNIFICATION

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

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

30. PROOF OF INSURANCE

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

A. For damages arising out of bodily injury to or death of one person in any one accident – ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS
B For damages arising out of bodily injury to or death of two or more persons in any one accident – THREE HUNDRED THOUSAND AND NO/100 ($300,000 00) DOLLARS
C For any injury to or destruction of property in any one accident – ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS

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

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

31. BID BOND

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

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

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32. PERFORMANCE AND PAYMENT BOND(S)

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

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

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

33. CONFLICT OF INTEREST DISCLOSURE REPORTING

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

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations·

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

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

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

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

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

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

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

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

34. ENTIRETY OF AGREEMENT AND MODIFICATION

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

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

35. NON-COLLUSIONAFFIDAVIT

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

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

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

36. PROCUREMENT ETHICS

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

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

CODE OF ETHICS – Statement of Purchasing Policy

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

GENERAL PROVISIONS
CITY OF BAYOU VISTA LING STREET REHABILITATION
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

37. OPEN RECORDS
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code,

GENERAL PROVISIONS
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Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

38. NOTICE

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

To the County at·

Hon Mark A Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax· (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev 1 2, March 29, 2010)

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

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

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service Please check the IRS website at http://www.irs.gov/pub/irs-pdf/fw9.pdf for the latest revision of this form)

Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission)

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

Insurance requirements are as follows

Public Liability and Property Damage Insurance:

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

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00),
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000 00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000 00)

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

Worker's Compensation Insurance:

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

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy

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

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

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

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262 011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions

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

Code of Ethics - Statement of Purchasing Policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

Conflict of Interest Forms

Conflict of Interest Reporting:

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

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete and file a CIQ Form as required under Chapter 176

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete and file a CIQ Form as required under Chapter 176

A blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www co galveston tx us Blank CIQ Forms may also be obtained by visiting the Texas Ethics Commission website, specifically at http //www ethics state tx us/whatsnew/conflict_forms htm.

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

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

In the event Proposer believes that it is not required to file the CIQ Form, then Proposer hereby **CERTIFIES** that by submission of its proposal without the enclosed copy of the filed CIQ Form, that Proposer is not currently required to file a CIQ Form

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

All information provided on the submitted forms must be typed or plainly and legibly handwritten in blue or black ink. In addition, wherever signatures are requested, the name(s) of the person(s) signing must be printed or typed directly beneath the signature line.

Any document that is deemed not legible may cause vendor status to be suspended or denied until corrected

Forms CIS and CIQ must be filed with the County Clerk. The Galveston County Clerk has offices at the following locations.

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

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

If you are required to report under Chapter 176 of the Texas Local Government Code, it is your sole responsibility to comply with the reporting requirements. Compliance with Texas Local Government Code Chapter 176 is the individual responsibility of each local government officer, individual, business, and agent, as applicable Chapter 176 provides that failure to comply with the reporting requirements is an offense

COUNTY of GALVESTON

Purchasing Department

rev 1 3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data

Instructions Please type or print clearly when completing sections 1 thru 4 and return completed form to

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

1.

Business Name:	
Attention Line:	

2.

Physical Address:			
City:		State:	Zip+4:

3.

Billing / Remit Address:			
City:		State:	Zip+4

4.

Main Contact Person:	
Main Phone Number:	
Fax Number:	
E-mail Address:	

Areas below are for County use only.

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

Action Requested - Check One:	IFAS PEID Vendor Number:	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) One Time	( ) Foster Child	

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Form **W-9**
(Rev January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required) ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company Enter the tax classification (C=C corporation, S=S corporation P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt or suite no)

Requester's name and address (optional)

City state and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

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

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that

1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2 I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3 I am a U S citizen or other U S person (defined below)

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

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

Purpose of Form

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

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

1 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2 Certify that you are not subject to backup withholding, or

3 Claim exemption from backup withholding if you are a U S exempt payee If applicable you are also certifying that as a U S person, your allocable share of any partnership income from a U S trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income

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

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

- An individual who is a U S citizen or U S resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301 7701-7)

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

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

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

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

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

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

1 The treaty country Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien

2 The treaty article addressing the income

3 The article number (or location) in the tax treaty that contains the saving clause and its exceptions

4 The type and amount of income that qualifies for the exemption from tax

5 Sufficient facts to justify the exemption from tax under the terms of the treaty article

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

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

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

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

Payments you receive will be subject to backup withholding if:

1 You do not furnish your TIN to the requester,

2 You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3 The IRS tells the requester that you furnished an incorrect TIN,

4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only)

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

Also see *Special rules for partnerships* on page 1

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Limited Liability Company (LLC) If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301 7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the ' Name" line) is another LLC that is not disregarded for federal tax purposes If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding

1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2 The United States or any of its agencies or instrumentalities,

3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4 A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5 An international organization or any of its agencies or instrumentalities

Other payees that may be exempt from backup withholding include

6 A corporation,

7 A foreign central bank of issue,

8 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9 A futures commission merchant registered with the Commodity Futures Trading Commission,

10 A real estate investment trust,

11 An entity registered at all times during the tax year under the Investment Company Act of 1940,

12 A common trust fund operated by a bank under section 584(a),

13 A financial institution,

14 A middleman known in the investment community as a nominee or custodian, or

15 A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account	Give name and SSN of
1 Individual	The individual
2 Two or more individuals (joint account)	The actual owner of the account or, if combined funds the first individual on the account [1]
3 Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4 a The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b So called trust account that is not a legal or valid trust under state law	The actual owner [1]
5 Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6 Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1 671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7 Disregarded entity not owned by an individual	The owner
8 A valid trust, estate, or pension trust	Legal entity [4]
9 Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10 Association, club religious charitable educational or other tax-exempt organization	The organization
11 Partnership or multi-member LLC	The partnership
12 A broker or registered nominee	The broker or nominee
13 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity
14 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1 671-4(b)(2)(i)(B))	The trust

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

[2] Circle the minor s name and furnish the minor's SSN

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer

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

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

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

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

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

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

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

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

Privacy Act Notice

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176 001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed *See* Section 176 006, Local Government Code

A person commits an offense if the person knowingly violates Section 176 006, Local Government Code. An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date Received

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

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

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

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

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176 001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

INSTRUCTIONS TO BIDDERS

1. **BID PACKAGE**

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

2. **REVIEW**

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

3 **PRE-BID MODIFICATIONS**

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

4. **BID FORMS**

All bids must be submitted on forms furnished by County.

5. **TIME FOR RECEIVING BIDS**

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

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

6. **TERM**

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

7 **AWARD OF BID**

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

8. **SUBSTITUTES**

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

9. **REJECTION OF BIDS**

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

10. **BID BOND**

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

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

11. **PERFORMANCE AND PAYMENT BOND**

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

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

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

12. **CONTRACT**

The contract shall become effective upon the Commissioners' Court's execution of same. The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work.

13. **TAX EXEMPTION**

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

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9 07 in lieu of the tax. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95.05 (effective October 2, 1968) or as hereafter amended

SECTION II

Bid Proposal

Contract Award

BID NUMBER B111047

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for
CITY OF BAYOU VISTA, LING STREET REHABILITATION
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

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

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

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

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

BIDDER	Mullen Asphalt Paving Co., Inc.
SIGNATURE	David L. Mullen
PRINT NAME	David Mullen
TITLE	Vice-President
ADDRESS	P. O. Box 339
CITY, STATE	Baytown, TX
ZIP	77518
TELEPHONE	281-339-2035
FAX NO	281-339-0676
DATE	7/18/11
TAX I D No	76-0519818

BID FORM

LING STREET REHABILITATION

ITEM	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	340	DENSE-GRADED HMA (METHOD) (TY-D SAC B PG 70-22, OVERLAY)	TON	775	Eight four DOLLARS AND ninety one CENTS	84.91	65,805.25
2	340	DENSE GRADED HMA (METHOD) (TY D SAC-B PG 70 22, LEVEL-UP)	TON	300	Eighty five DOLLARS AND sixty eight CENTS	85.68	25,704.00
3	351	FLEXABLE PAVEMENT STRUCTURE REPAIR (TY A GR 1, 10" ROAD BASE REPAIR)	SY	50	Ninety two DOLLARS AND fifty six CENTS	92.56	4,628.00
4	351	FLEXABLE PAVEMENT STRUCTURE REPAIR (TY A GR 1, 6" DRIVEWAY BASE REPAIR)	SY	160	Thirty six DOLLARS AND fifty three CENTS	36.53	5,844.80
5	500	MOBILIZATION (LIMIT 5% OF TOTAL BID)	LS	1	Three thousand four hundred DOLLARS AND zero CENTS	$3,400.00	3,400.00
6	502	BARRICADES, SIGNS & TRAFFIC HANDLING	LS	1	Five thousand DOLLARS AND zero CENTS	$5,000.00	5,000.00
TOTAL BID							110,382.05

SPECIAL PROVISION FOR EXISTING ROAD CONDITIONS

The existing roadway along Ling St is known to have very poor base & very poor subgrade Past experience has shown that the roadway cannot handle standard gross and/or axle loads without damage to the pavement, base and subgrade and that the roadway may show signs of heaving, pumping or damage when subjected to standard gross or axle loads

Therefore the type and size of equipment and loads shall be restricted to those that will not cause damage to the pavement, base or subgrade The contractor is hereby informed that he should anticipate the gross and axle loads will have to be reduced so as not to damage the pavement, base or subgrade The contractor should anticipate this in preparing his bid

At this time gross and /or axle loads which may be applied to the roadway have not been determined but will be determined by trial and error as the project begins and progresses The loads which will be allowed that will not damage the pavement, base and subgrade may change and may vary from one location to another on Ling St and the contractor should anticipate this in preparing his bid

The paving operations will begin at the west end of Ling St and progress towards I-45 so as to preclude construction equipment and loads from driving on the new pavement

Any damage caused by the contractor to the pavement, base, subgrade or any other areas shall be repaired at his expense and no separate payment shall be made for the same

INCIDENTALS ALL ITEMS OF WORK REQUIRED UNDER THIS CONTRACT NOT SPECIFICALLY CALLED FOR IN THIS PROPOSAL AS PAY ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE FOR SAME

State of Texas Tax Statement of Materials and other charges

The cost of in-place materials to be incorporated into the project $ 76,975.25

The cost of labor, profit, materials not in-place and all other charges $ 33,406.80

TOTAL (Must agree with bid) $ 110,382.05

CONTRACT AWARD

CONTRACT FOR: CITY OF BAYOU VISTA
LING STREET REHABILITATION

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

Contract No 1056

Bid No: B111047

Contractor Mullen Asphalt Paving Co., Inc.

The Specifications and Drawings are enumerated as follows:

Standard Specifications. **Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges; adopted by the Texas Department Of Transportation, June 2004**

Special Provisions **To Items 1 thru 9**
For Existing Road Conditions

Special Items·

DRAWINGS: **1 Thru 19**
ADDENDA·

Contract Award (continued)

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

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

The Contract Sum The County shall pay the Contractor for performance of the Contract, the sum of ONE HUNDRED TEN THOUSAND THREE HUNDRED EIGHTY TWO Dollars and FIVE/100 ($ 110,382 05), payments to be made as described herein

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

This Contract is issued pursuant to award made by Commissioners' Court on August 2, 2011

EXECUTED this 15 day of August, 2011

COUNTY OF GALVESTON, TEXAS

BY Mark Henry
MARK HENRY, County Judge

ATTEST

DWIGHT SULLIVAN, County Clerk
By: Brandy Chapman
Brandy Chapman, Deputy

CONTRACTOR
Mullen Asphalt Paving Co., Inc.

BY: David Mullen
David Mullen, Vice-President

Washington International Insurance Company

Bond No. 9131224

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(MCGREGOR ACT - PUBLIC WORKS)
(Penalty of this Bond must be 100% of Contract Amount)

KNOWN ALL BY THESE PRESENTS, that Mullen Asphalt Paving Co , Inc

(hereinafter call the Principal), as Principal, and WASHINGTON INTERNATIONAL INSURANCE COMPANY(hereinafter called the Surety, As Surety, as held and firmly bound unto County of Galveston, Texas

(hereinafter called the Obligee), in the amount of One Hundred Ten Thousand Three Hundred Eighty-Two and 05/100***
DOLLARS ($110,382 05***) for the payment whereof the said Principal, and Surety bind themselves and theirs heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into that certain written contract with the Obligee, dated the 2 day of Aug, 20 11, to City of Bayou Vista, Ling Street Rehabilitation

(the "Contract"), 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 the work in accordance with the plans, specifications and Contract documents, then this obligation shall be void, otherwise to remain if full force and effect, subject to the following additional conditions

A Whenever Principal shall be, and declared by Obligee to be default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or may either

1 Complete the Contract in accordance with its terms and conditions, or

2 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of this performance bond, subject to the limitations in Paragraph B below The term "balance of the Contract price,' as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to Principal

B The amount of this performance bond shall be reduced by and to the extent of any payments or payments made in good faith hereunder by Surety

C This performance bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this performance bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein

D No right of action shall accrue on this performance bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument

this 15th day of August 20 11

Mullen Asphalt Paving Co , Inc
(Principal)

By

WASHINGTON INTERNATIONAL INSURANCE COMPANY
(Surety)

By Donna Weinel

Donna Weinel, Attorney-in-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint

MARK SMITH, JOE BLACKSHEAR, JR , A A SHOTWELL,
BETTY BUSH, PATSY BEALL and DONNA WEINEL
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of

FIFTY MILLION ($50,000,000 00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company, and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached "

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 15th day of December, 2010

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss

On this 15th day of December 2010, before me, a Notary Public personally appeared Steven P Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies

"OFFICIAL SEAL"
DONNA D SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2011

Donna D Sklens, Notary Public

I, James A Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect

IN WITNESS WHEREOF I have set my hand and affixed the seals of the Companies this 15th day of August, 2011

James A Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

Washington
INTERNATIONAL INSURANCE COMPANY

1930 Thoreau Drive, Suite 101, Schaumburg, Illinois 60173
708/490-1850, Fax: 708/519-4633, 800/338-0753

AFFILIATE
NASBP

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE (MCGREGOR ACT - PUBLIC WORKS) Bond No 9131224

(Penalty of this Bond must be 100% of Contract Amount)

KNOWN ALL MEN BY THESE PRESENTS, That Mullen Asphalt Paving Co , Inc

(hereinafter called the Principal), as Principal, and Washington International Insurance Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto

County of Galveston, Texas

(hereinafter called the Obligee), in the amount of One Hundred Ten Thousand Three Hundred Eighty-Two and 05/100*** DOLLARS ($110,382.05***)
for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 2 day of Aug. 2011, to City of Bayou Vista, Ling Street Rehabilitation

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 subcontract 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 the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 15th day of August, 2011.

Mullen Asphalt Paving Co , Inc
(Principal)

By

WASHINGTON INTERNATIONAL INSURANCE COMPANY
(Surety)

By
Donna Weinel Attorney-in-Fact

Surety Phone No (713) 821-1496

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint

MARK SMITH, JOE BLACKSHEAR, JR , A A SHOTWELL,
BETTY BUSH, PATSY BEALL and DONNA WEINEL
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of

FIFTY MILLION ($50,000,000 00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000

"RESOLVED that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company, and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached "

By _____
Steven P Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 15th day of December, 2010

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss

On this 15th day of December, 2010, before me a Notary Public personally appeared Steven P Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies

"OFFICIAL SEAL"
DONNA D SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2011

Donna D Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of August 2011

James A. Carpenter Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

IMPORTANT NOTICE

In order to obtain information or make a complaint

You may contact **Jim Carpenter, Vice President - Claims,** at **1-800-338-0753**

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's** toll-free number for information or to make a complaint at

1-800-338-0753

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company** at the following address

1200 Arlington Heights Road #400
Itasca, IL 60143

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at

1- 800-252-3439

You may write the **Texas Department of Insurance:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:
ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company** If the dispute is not resolved, you may contact the Texas Department of Insurance

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document

AVISO IMPORTANTE

Para obtener informacion o para someter un queja

Puede comunicarse con **Jim Carpenter, Vice President - Claims,** al **1-800-338-0753**

Usted puede llamr al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's** para informacion o para someter una queja al

1-800-338-0753

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company** al

1200 Arlington Heights Road #400
Itasca, IL 60143

Puede escribir al **Departmento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al

1- 800-252-3439

Puede escribir al **Departmento de Seguros de Texas:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:
ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company** primero Si no se resuelve la disputa, puede entonces comunicarse con el Departmento de Seguros de Texas

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de infromacion y no se converte en parte o condicion del documento adjunto

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Rust, Ewing, Watt & Haney, Inc.
7900 Emmett Lowry Expressway
Texas City TX 77591

CONTACT NAME: Lisa Johnson ACSR
PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883
E-MAIL ADDRESS: lisa_johnson@rustewing.com
PRODUCER CUSTOMER ID #: 00008638

INSURED
Mullen Asphalt Paving Company, Inc.
Attn: Mr. Mike Vossler
P. O Box 339
Bacliff TX 77518

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Union Standard Ins/Berkley Nat	38911
INSURER B: Texas Mutual Insurance Company	22945
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER 11/12 All Lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC			CPA 4340991-12	3/5/2011	3/5/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CPA 4340991-12	3/5/2011	3/5/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined	$ 1,000,000
							PIP-Basic	$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 0			CUA 4340993-12	3/5/2011	3/5/2012	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0001128109	3/5/2011	3/5/2012	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Additional Insured and Blanket Waiver of Subrogation applies to General Liability and Blanket Waiver of Subrogation applies to Workers' Compensation all as required by written contract between the insured and the certificate holder

CERTIFICATE HOLDER

Galveston County Purchasing Department
722 Moody (21st Street),
5th Floor
Galveston, TX 77550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Blackshear Jr. CIC/

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Additional Named Insureds

Other Named Insureds	
Southcoast Interest, LLC	Insured Multiple Names

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SECTION III

Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: CITY OF BAYOU VISTA, LING STREET REHABILITATION

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

Qualified bids or exceptions to the bids are not allowed

SCOPE:

It is the intent of these specifications to secure a contract to furnish labor, equipment, materials and incidentals as required to a) repair base in areas with existing failure, b) overlay existing surface with HMAC pavement; c) tie in driveways with proposed overlay.

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

Name: G Michael Fitzgerald, P.E., County Engineer
Address: 722 Moody, Galveston, Texas 77550
Telephone No.: (409) 770-5399

GENERAL

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

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

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

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

MATERIAL STORAGE

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

MATERIAL HAULING

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

VERTICAL AND HORIZONTAL CONTROL

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

MATERIALS TESTING

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

SUSPENSION OF WORK

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

ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY CONSTRUCTION NOISE

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

generators, pumps, etc. The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor.

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

WORKING HOURS

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7·00 P.M and 6.00 A.M. of the following day.

LIQUIDATED DAMAGES

Liquidated damages in the amount of One Thousand dollars ($1,000 00) per day will be assessed for each day beyond the time of completion that the work is not substantially complete.

TIME OF COMPLETION

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

PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY

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

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

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

manner

BUILDER'S RISK INSURANCE

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

EXPERIENCE

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

EXCESS, WASTE MATERIAL AND DEBRIS

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

LABOR AND EQUIPMENT

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

FIELD OFFICE

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

INCIDENTALS

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

FLAGMEN

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

PRIVATE PROPERTY

Any damage to adjacent property shall be repaired at the Contractor's expence.

SPECIAL PROVISION FOR EXISTING ROAD CONDITIONS

The existing roadway along Ling St. is known to have very poor base & very poor subgrade. Past experience has shown that the roadway cannot handle standard gross

and/or axle loads without damage to the pavement, base and subgrade and that the roadway may show signs of heaving, pumping or damage when subjected to standard gross or axle loads

Therefore the type and size of equipment and loads shall be restricted to those that will not cause damage to the pavement, base or subgrade. The contractor is hereby informed that he should anticipate the gross and axle loads will have to be reduced so as not to damage the pavement, base or subgrade. The contractor should anticipate this in preparing his bid.

At this time gross and/or axle loads which may be applied to the roadway have not been determined but will be determined by trial and error as the project begins and progresses. The loads which will be allowed that will not damage the pavement, base and subgrade may change and may vary from one location to another on Ling St. and the contractor should anticipate this in preparing his bid.

The paving operations will begin at the west end of Ling St and progress towards I-45 so as to preclude construction equipment and loads from driving on the new pavement

Any damage caused by the contractor to the pavement, base, subgrade or any other areas shall be repaired at his expense and no separate payment shall be made for the same

SPECIAL REQUIREMENTS:

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

General Decision Number: TX100046 03/12/2010 TX46

Superseded General Decision Number: TX20080046

State: Texas

Construction Types: Highway

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

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

Modification Number	Publication Date
0	03/12/2010

SUTX2005-005 11/09/2004

	Rates	Fringes
Asphalt Distributor Operator...	$ 10.94	0.00
Asphalt paving machine operator	$ 12 01	0.00
Asphalt Raker.....	$ 11 13	0.00
Asphalt Shoveler...	$ 9.14	0 00
Broom or Sweeper Operator.....	$ 11.19	0 00
Bulldozer operator	$ 11.81	0.00
Carpenter, Rough..	$ 12.49	0.00
Concrete Finisher, Paving.....	$ 11.38	0.00
Concrete Finisher, Structures.	$ 10.80	0.00
Concrete Paving Curbing Machine Operator.....	$ 10.00	0.00
Concrete Paving Finishing Machine Operator.....	$ 13.07	0.00
Concrete Paving Joint Sealer Operator...	$ 11.00	0.00
Concrete Paving Saw Operator...	$ 12.75	0.00
Concrete Paving Spreader Operator.....	$ 10.44	0.00
Concrete Rubber.....	$ 9.00	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	$ 12 71	0.00
Crusher and Screed Plant Operator...	$ 11 29	0.00
Electrician.....	$ 21.79	0.00
Flagger	$ 9.42	0 00
Form Builder/Setter, Structures	$ 10.50	0 00
Form Liner, Paving & Curb.....	$ 11.75	0.00
Form Setter, Paving & Curb.....	$ 10.51	0.00
Foundation Drill Operator, Crawler Mounted.....	$ 15 00	0.00
Foundation Drill Operator, Truck Mounted..... .	$ 12.73	0.00

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Front End Loader Operator.....	$ 10.65	0.00
Laborer, common	$ 9 15	0.00
Laborer, Utility.....	$ 9.81	0.00
Manhole Builder.....	$ 9.00	0 00
Mechanic..	$ 13.72	0 00
Milling Machine Operator, Fine Grade.....	$ 13.17	0.00
Mixer operator..	$ 10.33	0.00
Motor Grader Operator, Rough...	$ 13.13	0.00
Motor Grader Operator..	$ 11.67	0.00
Oiler.	$ 12.12	0.00
Painter, Structures.	$ 15.54	0.00
Pavement Marking Machine Operator.....	$ 8.18	0.00
Piledriverman...	$ 12.22	0.00
Pipelayer.....	$ 9.49	0.00
Reinforcing Steel Setter, Paving.	$ 15.14	0.00
Reinforcing Steel Setter, Structure.....	$ 13.87	0.00
Roller Operator, Pneumatic, Self-Propelled..	$ 9.91	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	$ 10.43	0 00
Roller Operator, Steel Wheel, Plant Mix Pavement	$ 11 07	0.00
Scraper Operator	$ 9.92	0.00
Servicer.	$ 10.96	0.00
Sign Installer (PGM)	$ 8.54	0.00
Slip Form Machine Operator...	$ 11.07	0.00
Spreader Box operator.	$ 11.12	0.00
Structural Steel Worker.....	$ 12.13	0.00
Tractor operator, Crawler Type	$ 13.00	0.00
Tractor operator, Pneumatic. .	$ 10.07	0.00
Traveling Mixer Operator ...	$ 11.00	0.00
Truck driver, lowboy-Float.. .	$ 13.16	0.00
Truck driver, Single Axle, Heavy....	$ 10.65	0 00
Truck driver, Single Axle, Light.....	$ 10.07	0 00
Truck Driver, Tandem Axle, Semi-Trailer.....	$ 10.25	0 00
Work Zone Barricade Servicer..	$ 9.94	0.00

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be

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prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue

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

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

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

==========

END OF GENERAL DECISION

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR·

CONTRACT DATE·

PROJECT.
(name, address)

State of.

County of.

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible

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

SUPPORTING DOCUMENTS ATTACHED HERETO·

1 Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.
Indicate attachment (yes) (no).

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

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3 Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

CONTRACTOR·

Address·

BY·

Subscribed and sworn to before me this

day of 20

Notary Public

My Commission Expires

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO.

CONTRACT FOR

CONTRACT DATE·

PROJECT
(name, address)

State of

County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above

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

SUPPORTING DOCUMENTS ATTACHED HERETO

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

CONTRACTOR

Address

BY

Subscribed and sworn to before me this

day of 20

Notary Public

My Commission Expires·

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CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT:
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO.

CONTRACT FOR.

CONTRACT DATE·

CONTRACTOR.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

, SURETY COMPANY,

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

, CONTRACTOR,

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

, OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this day of 20

Surety Company

Signature of Authorized Representative

Attest·
(Seal)·

Title

NOTE This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

AIA DOCUMENT G707 A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT.
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE·

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

, SURETY,

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

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows.

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

, OWNER,

as set forth in the said Surety's bond

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this day of 20

Surety

Signature of Authorized Representative

Attest
(Seal)

Title

SECTION IV

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. **COUNTY AS OWNER**

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

2. **CONTRACTOR**

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

3. **PROGRAM ADMINISTRATOR**

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

4. **STATUS OF CONTRACTOR**

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

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

5. **ASSIGNMENT AND SUBLETTING**

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

6 **EQUAL OPPORTUNITY**

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

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

7. **CONTRACT**

This contract consists of the following documents; Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award, Special Terms and Conditions (including specifications, drawings and addenda), General Terms and Conditions, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

8. **DISCREPANCIES AND OMISSIONS**

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

9. **COLLATERAL CONTRACT**

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

10. **TIME**

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

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

11 **TIME AND ORDER OF COMPLETION**

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

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

12. **EXTENSION OF TIME**

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay. The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay. The amount of the extension will be determined by the Program Administrator.

13. **LOSSES FROM NATURAL CAUSES**

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

14. **KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE**

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

15. **PERFORMANCE OF WORK**

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

16. **STORAGE AND CLEANUP**

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

17 **WORKING HOURS**

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

18. **WORKSITE SECURITY**

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

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

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

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

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

19. **ALCOHOL/DRUG FREE WORKPLACE**

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

20 **LABOR**

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

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

clause.

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

21. **WAGE RATES**

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

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

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

Contractor acknowledges that.

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

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

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

22. **UTILITIES**

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

23. **PARKING**

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

24. **FIRE AND SAFETY**

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

25 **CONTRACTOR'S BUILDINGS**

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

26. **INSURANCE**

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

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

2) Comprehensive General Liability (including Premises – Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage)
   a Bodily Injury –
      $100,000.00 each person, each occurrence
      $300,000.00 Aggregate, each occurrence
   b Property Damage including loss of use –
      $100,000 00 Each occurrence
   c Products and Completed Operations to be maintained for 1 year after Final Payment
   d Property Damage Liability Insurance will provide X, C or U coverage as applicable

3) Contractual Liability
   a. Bodily Injury
      $100,000.00 Each Person
      $300,000 00 Each occurrence
   b. Property Damage
      $100,000 00 Each occurence

4) Personal injury, with Employment Exclusion deleted:
      $100,000.00 Each occurence

5) Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles).
   a. Bodily Injury
      $100,000.00 Each Person
      $300,000 00 Each occurrence
   b. Property Damage
      $100,000.00 Each occurrence

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work. The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Receipt of all required notices shall be evidenced by return receipt of registered or Certified letter. The policies shall contain provision that coverages will not be cancelled until at least thirty days' prior written notice has been given to the County. In the event of such notice of cancellation being given the contractor will provide substitute policies with the same provisions to county prior to the effective date of such cancellation.

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

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

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

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

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

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

27 **SANITATION**

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

28. **DAILY CLEANUP**

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

29. **FINAL GRADING**

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

30. **RIGHT OF ENTRY**

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

31. **INSPECTION**

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

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

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

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

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

32 **DEFECTS AND THEIR REMEDIES**

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

33. **SUBSTANTIAL COMPLETION**

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

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken, however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor.

34 **FINAL COMPLETION AND ACCEPTANCE**

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

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

35. **PARAGRAPH 35 HAS BEEN DELETED**

36. **PROGRESS PAYMENTS AND RETAINAGE**

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

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

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

37. **ESTIMATED QUANTITIES**

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

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

38 **CHANGES AND ALTERATIONS**

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

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case Program Administrator shall

make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

39. **EXTRA WORK**

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

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

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

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

Order. The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost".

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

40. **FINAL PAYMENT**

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

41. **HINDRANCES AND DELAYS**

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

42. **TIME OF FILING CLAIMS**

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

43. **LIQUIDATED DAMAGES FOR DELAY**

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

44. **ABANDONMENT BY CONTRACTOR**

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

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

45. **TERMINATION**

County may terminate this Contract·

i. immediately by giving written notice, if Contractor breaches its obligation under the Contract; or
ii. with or without cause, after giving 30 days written notice of termination to Contractor

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

46. **SALVAGE**

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

47. **COMPLIANCE WITH CODES**

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

48. **INDEMNITY**

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

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

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

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

Contractor shall, at its own expense, settle or defend any claim, suit or action brought against County and shall protect and save harmless County from all and every demand for damages, royalties or fees for any patented invention or process used by it in connection with the work done, process used or material furnished under this Contract, and shall pay any final judgement for damages, attorneys fees and costs which may be awarded against County

51 **LAWS AND ORDINANCES**

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

52. **WARRANTY**

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

53. **PERMITS AND LICENSES**

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

54 **NOTICE**

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

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

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

55. **FORCE MAJEURE**

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence.

56. **APPLICABLE LAWS**

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

57. **ENTIRETY OF AGREEMENT AND MODIFICATION**

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

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

58 **SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS**

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

59. **GOVERNING LAW; VENUE**

This contract shall be governed by the laws of the State of Texas Venue for an action arising under this contract shall be exclusively in Galveston County.

60. **LINES AND GRADES**

The Engineer will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed All control stakes, marks, etc shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Engineer at the Contractor's expense.

61. **EMPLOYMENT VERIFICATION**

The Immigration Reform and Control Act (IRCA) of 1986 prohibits contractors from knowingly hiring illegal workers Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9 In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all

reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/or Subcontractor paying the County the amount of $60 00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition.

SECTION V
SPECIFICATIONS

PROJECT: CITY OF BAYOU VISTA
LING STREET REHABILITATION
COUNTY. GALVESTON

"The Enclosed Texas Department of Transportation specifications, special provisions, special specifications, general notes and specification data in this document have been selected by me or prepared under my responsible supervision as being applicable to this project."

STATE OF TEXAS
G. M. FITZGERALD
45325
REGISTERED
PROFESSIONAL ENGINEER

G. M. Fitzgerald

G Michael Fitzgerald, P.E
County Engineer

6-27-11
Date

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All Specifications and Special Provisions applicable to this Project are identified as follows:

GENERAL NOTES AND SPECIFICATION DATA

STANDARD SPECIFICATIONS:

"Standard Specifications For Construction and Maintenance of Highways, Streets and Bridges" as adopted by the Texas Department of Transportation, June 1,2004.

SPECIAL SPECIFICATIONS:

SPECIAL PROVISIONS:

Special Provision For Existing Road Conditions

Special Provisions to Items 1 THRU 9

GENERAL: The above listed specification items are those under which payment is to be made These, together with such other pertinent items, if any, as may be referred to in the above listed specification items, and including the special provisions listed above, constitute the complete specifications for this project. No separate payment will be made for any item that is not specifically set forth in the bid sheets and all costs therefore shall be included in the prices named in the bid sheets for the various appurtenant items of work.

GENERAL NOTES AND SPECIFICATION DATA

1. The Contractor shall carefully examine the drawings and specifications, visit the site of this work, and check the proposed locations of all the work. The Contractor shall inform himself, in detail, as to all existing conditions, limitations, available clearances, and shall thoroughly check all facilities, which are to be removed and/or relocated

2. Where a material or product is referred to on the drawings by a manufacturer's brand or trade name, it is for the purpose of establishing a standard or quality Similar materials or products of equal quality (meeting design requirements) from other manufacturer's will be given due consideration provided they are submitted to and approved by the Engineer as per the provisions of the general conditions.

3. An effort to determine all the pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the Contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment. The Contractor will anticipate this in making his bid. The Contractor will not be allowed claims for damages or delays for these adjustments should they be necessary However, additional time will be considered for the contract period. This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damages to the County's facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

4 The drawings and specifications are correlative and have equal authority and priority. Should they disagree in themselves, or with each other, base the bids on the most expensive combination of quality and quantity of the work indicated. The Engineer will clarify the project requirements in the event of the above mentioned disagreement.

5. The Contractor shall be responsible for obtaining and furnishing all the permits and licenses, city, county, state or federal as required for the performance of this contract.

6. All items of work required under this contract not specifically called for in this proposal as pay items shall be considered incidental and no separate payment shall be made for same

7. Mixing of materials, storing of equipment or repairing of equipment on top of pavement or bridge decks will not be permitted unless specially authorized by the Engineer.

8. The road shall be open to traffic at all times. Except for short periods during construction. Access to all driveways, property and homes are to be maintained at all times. The Contractor will coordinate his activities with garbage pick-up service and mail delivery so there will be no interruption in service

9. Personal vehicles of the Contractor's employees shall not be parked within the right-of-way at any time The Contractor or his employees shall not park or drive on driveways.

10 There shall be no construction traffic or equipment allowed at anytime on the section of Ling St lying southeast of the center drainage ditch.

11 The Contractor will be required to blade back existing material on the edge of the roadway to conform to proposed asphaltic concrete pavement as shown on the plans or as directed by the Engineer. Also, the Contractor shall remove existing grass and other deleterious material from the edge of roadway before commencing overlay work. This work will not be paid for directly but shall be subsidiary to the various bid items.

12. Where construction operations require the moving of mail boxes, the Contractor shall place them on approved stands at nearby locations, as approved by the Engineer. After the work is completed, the final placement by the Contractor will be as determined by the Engineer. This work shall be considered incidental to various bid items and will not be paid for directly

13. All removed, demolished, obliterated, waste and excess material not required to be salvaged shall become the property of the Contractor and shall be properly disposed of off-site Handling, hauling and disposal shall be considered subsidiary to the various bid items and no separate payment will be made.

14. Existing drainage shall be maintained at all times.

15 <u>Special Provision For Existing Road Conditions</u>
The existing roadway along Ling St is known to have very poor base & very poor subgrade. Past experience has shown that the roadway cannot handle standard gross and/or axle loads without damage to the pavement, base and subgrade and that the roadway may show signs of heaving, pumping or damage when subjected to standard gross or axle loads.

Therefore the type and size of equipment and loads shall be restricted to those that will not cause damage to the pavement, base or subgrade. The contractor is hereby informed that he should anticipate the gross and axle loads will have to be reduced so as not to damage the pavement, base or subgrade. The contractor should anticipate this in preparing his bid.

At this time gross and/or axle loads which may be applied to the roadway have not been determined but will be determined by trial and error as the project begins and

progresses. The loads which will be allowed that will not damage the pavement, base and subgrade may change and may vary from one location to another on Ling St. and the contractor should anticipate this in preparing his bid.

The paving operations will begin at the west end of Ling St. and progress towards I-45 so as to preclude construction equipment and loads from driving on the new pavement.

Any damage caused by the contractor to the pavement, base, subgrade or any other areas shall be repaired at his expense and no separate payment shall be made for the same.

16 Item 247: Flexible Base

Tolerances with respect to specified gradation and plasticity index provided under this specification are permitted when approved by the Engineer

All base material furnished shall be Type A, Grade 1. Material passing the no 40 sieve shall be known as soil binder.

All courses shall be compacted to a minimum density of 95 percent of the maximum density as determined by the test method TEX-113-E.

17. Item 340: Dense-Graded Hot Mix Asphalt (Method)

The Contractor shall submit a mix design for each course to the Engineer for approval prior to construction

The asphalt material for all courses shall be grade PG 70.

The course aggregate for surface courses shall have a minimum polish value of 32.
All courses shall be placed with a finishing machine equipped with an automatic screed control device.

Asphaltic concrete pavement shall be tapered at beginning and ending points as directed by the Engineer.

The point of sampling of coarse aggregates for test method Tex-217-F (Part II, Decantation) shall be the stockpile.

The course aggregate shall be crushed natural stone.

For this project Item 585, "Ride Quality For Pavement Surfaces" will not be required.

When aggregates are blended to increase the polish value, the non-polishing aggregate must be equal or have greater resistance to loss by abrasion than the polishing aggregate when tested by test method Tex-438-A; Part III.

Hot mix asphaltic concrete pavement operations will not be permitted when impending

weather conditions, in the opinion of the Engineer, may impair the quality of the finished work.

Synthetic aggregate shall not be used.

RAP (reclaimed asphalt pavement) shall not be used.

Density requirements shall be according to Item 340, "Dense-Graded Hot-Mix Asphalt (Method)"

18. Item 351: Flexible Pavement Structure Repair
For flexible structure repair (FPS) repair, existing base material shall be replaced with flexible base (Item 247, TY A, GR 1) in accordance with this section

The location of (FPS) repairs shall be determined in the field by the Engineer If, in the opinion of the Engineer, additional (FPS) repair is required beyond the quantities estimated for this project, he/she will direct the Contractor as to the requirements and placement thereof. Payment will be made by the applicable bid items.

19 Item 500: Mobilization
The total lump sum payment for the bid Item 500, "Mobilization" shall not exceed 5% of the total bid

20 Item 502: Barricades, Signs, and Traffic Handling
For this project the Contractor will furnish and maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction. These barricades and warning signs shall be constructed and placed in accordance with the "Barricades And Construction Standards", latest Texas MUTCD and typical construction layouts, or as directed by the Engineer.

Two weeks prior to any alteration in traffic patterns, the Contractor will provide the Engineer, for his approval, a layout showing all signs, barricades, striping and signalization The approval of this layout by the Engineer will not relieve the Contractor of his responsibility for the protection of the traveling public.

All advance warning signs are to be set prior to the start of construction activities and to remain in place until all construction activities are complete and accepted by Galveston County. The contractor will coordinate with the Galveston County Engineering and the City of Bayou Vista in establishing location of signs.

The contractor shall provide, install, move, replace and maintain in a clean and good condition all barricades, signs, barriers, cones, lights, signals, and other such type devices as may be required by Item 502, "Barricades, Signs And Traffic Handling." Upon

completion of the work, all barricades, signs, barriers, etc. and evidences there of shall be removed by the Contractor

At the end of the working day the roadways shall be open to two-way traffic with adequate pavement markings and signs.

All equipment shall be off the road by dark and before dawn.

Materials furnished and work performed under these provisions shall be measured and paid for by the month in accordance with Item 502, "Barricades, Signs and Traffic Handling"

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly but shall be considered incidental to Item 502, "Barricades, Signs and Traffic Handling".

21 Contractor's Responsibility For Work

Until final written acceptance of the project by the Engineer the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

In case of suspension of work for any cause the Contractor shall be responsible for the preservation of all materials.

22. Abatement and Mitigation of Excessive or Unnecessary Construction Noise

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is completed, the Contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporarily parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the Contractor

Special Provision For Existing Road Conditions

The existing roadway along Ling St. is known to have very poor base & very poor subgrade. Past experience has shown that the roadway cannot handle standard gross and/or axle loads without damage to the pavement, base and subgrade and that the roadway may show signs of heaving, pumping or damage when subjected to standard gross or axle loads.

Therefore the type and size of equipment and loads shall be restricted to those that will not cause damage to the pavement, base or subgrade. The contractor is hereby informed that he should anticipate the gross and axle loads will have to be reduced so as not to damage the pavement, base or subgrade. The contractor should anticipate this in preparing his bid

At this time gross and/or axle loads which may be applied to the roadway have not been determined but will be determined by trial and error as the project begins and progresses. The loads which will be allowed that will not damage the pavement, base and subgrade may change and may vary from one location to another on Ling St. and the contractor should anticipate this in preparing his bid.

The paving operations will begin at the west end of Ling St. and progress towards I-45 so as to preclude construction equipment and loads from driving on the new pavement.

Any damage caused by the contractor to the pavement, base, subgrade or any other areas shall be repaired at his expense and no separate payment shall be made for the same.

SPECIAL PROVISION TO ITEM 1

"DEFINITION OF TERMS"

For this project, Item 1 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby:

THE TERM "DEPARTMENT," "STATE," "STATE HIGHWAY DEPARTMENT OF TEXAS", "TxDOT", "TEXAS DEPARTMENT OF TRANSPORTATION", STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION," "COMMISSION," AND "STATE HIGHWAY COMMISSION," SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PARTY OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS. ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS.

Articles 1.26, "Certificate of Insurance" ; 1.28, "Commission", 1 47, "Department", 1.70 "Letting Offical " and 1.124 "State" are deleted.

Article 1.53, "ENGINEER", is revised to read in its entirety as follows·

1.53 ENGINEER. Galveston County Engineer or his authorized representatives. If a representative is authorized to function as the ENGINEER'S representative with respect to certain of the ENGINEER'S activities, that representative's responsibilities and obligations shall be limited as provided in Article 1 148.

Article 1.64, "INSPECTOR," is revised to read in its entirety as follows·

1 64 INSPECTOR The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of the work and the material to be used therein. A representative is authorized to function as the ENGINEER'S representative with respect to certain of the activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

Special Provisions to Item 1

"DEFINITION OF TERMS"

ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS:

1 148 CONSULTING ENGINEER. Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are the representatives of Galveston County only to the extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County so to act. All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County -- and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston County and shall act by and for Galveston County. Irrespective of what authority may be assigned by Galveston County to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications; to insure against failures in safety precautions; to carry out his work pursuant to safe methods of construction, to select and fulfill the proper manner, means, and methods in performing the work in order to meet the plans and specifications; and to complete the work in accordance with the contract documents.

SPECIAL PROVISION TO ITEM 2

INSTRUCTIONS TO BIDDERS

For this project, Item 2 of the Texas Standard Specifications is hereby deleted in it's entirety.

The Instructions To Bidders is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 3

AWARD AND EXECUTION OF CONTRACT

For this project, Item 3 of the Texas Standard Specifications is hereby deleted in it's entirety

The Award and Execution of Contract is included elsewhere in the Contract Documents.

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SPECIAL PROVISION TO ITEM 4

SCOPE OF WORK

For this project, Item 4 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 4 2 "CHANGES IN WORK;" ARTICLE 4.3 "DIFFERING SITE CONDITIONS" and ARTICLE 4.4 "REQUESTS AND CLAIMS FOR ADDITIONAL COMPENSATION" are deleted in their entirety and replaced by Article 38 "CHANGES and ALTERATIONS" and ARTICLE 39 "EXTRA WORK" of Section IV, "General Terms and Conditions".

SPECIAL PROVISION TO ITEM 5

CONTROL OF THE WORK

For this project, Item 5 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 5.2 "PLANS AND WORKING DRAWINGS." The first sentence of the first paragraph is hereby revised to read as follows.

When required, the Contractor shall provide working drawings to supplement the plans with all necessary details not included on the Contract plans.

ARTICLE 5 5 "COOPERATION OF CONTRACTOR." The last sentence of the first paragraph is hereby revised to read as follows·

The Contractor will be supplied with three (3) copies of the plans, specifications and special provisions and he shall have one (1) copy of each available on the project at all times.

ARTICLE 5.6 "CONSTRUCTION SURVEYING," is hereby deleted in its entirety.

ARTICLE 5.7 "INSPECTION." The sixth sentence of the second paragraph is hereby revised to read as follows:

If the uncovered work is acceptable, the costs to uncover, remove and replace or make good the parts removed will be paid for in accordance with Article 38. "Changes And Alterations" of Section IV, "General Terms And Conditions"

ARTICLE 5.8 "FINAL ACCEPTANCE," is hereby deleted in its entirety It is replaced by Article 34. "Final Completion And Acceptance" of Section IV, "General Terms And Conditions"

SPECIAL PROVISION TO ITEM 6

CONTROL OF MATERIALS

For this project, Item 6 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 6.1 "SOURCE CONTROL." Paragraph A. "Buy America" and B "Buy Texas" are hereby deleted in their entirety.

ARTICLE 6.7 "Department-furnished Material" is hereby deleted in it's entirety.

SPECIAL PROVISION TO ITEM 7

LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 7.4 "INSURANCE AND BONDS" is hereby deleted in its entirety.

ARTICLE 7.5 "RESTORING SURFACES OPENED BY PERMISSION." The third sentence of the first paragraph is hereby revised to read as follows:

Payment for repair of surfaces opened by permission will be made in accordance with Article 38. "Changes And Alterations" of Section IV, "General Terms And Conditions"

SPECIAL PROVISION TO ITEM 8

PROSECUTION AND PROGRESS

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 8.1 "PROSECUTION OF WORK" The third sentence in the first paragraph is hereby revised to read as follows:

"The Contractor shall begin the work to be performed under the contract within ten (10) days after the date of the authorization to begin work as shown on the work order.

ARTICLE 8.2 "PROGRESS SCHEDULES", B. "CONSTRUCTION CONTRACTS" The first sentence in the first paragraph is hereby revised to read as follows.

If required by the Engineer, before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract.

SPECIAL PROVISION TO ITEM 9

MEASUREMENT AND PAYMENT

For this project, Item 9 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 9.2 "PLANS QUANTITY MEASUREMENT" is hereby deleted in its entirety and replaced by ARTICLE 37. "ESTIMATED QUANTITIES" of Section IV, "General Terms and Conditions".

ARTICLE 9 4 "PAYMENT FOR EXTRA WORK" is hereby revised to read as follows:

Extra work ordered, performed and accepted will be paid for in accordance with ARTICLE 39, "EXTRA WORK" of Section IV, "General Terms and Conditions"

ARTICLE 9.5 "FORCE ACCOUNT" is hereby deleted in its entirety.

ARTICLE 9 6 "PROGRESS PAYMENTS" is hereby deleted in its entirety and replaced by ARTICLE 36, "PROGRESS PAYMENTS AND RETAINAGE" of Section IV, "General Terms and Conditions".

ARTICLE 9.8 "FINAL PAYMENT" is hereby deleted in its entirety and replaced by ARTICLE 34, "FINAL COMPLETION AND ACCEPTANCE" and ARTICLE 40, "FINAL PAYMENT" of Section IV, "General Terms and Conditions".

SECTION VI
PLANS

AGENDA ITEM #18a

THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

July 26, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Bid #B112024, Sale of Recyclable Products

Gentlemen,

On July 19, 2011, Bid #B112024, Sale of Recyclable Products was scheduled to open There were no bids received at that time.

It is recommended that this bid be cancelled and that a re-bid be authorized

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

AGENDA ITEM #19a

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

July 26, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFP #B112019, Lockbox Services for Galveston County

Gentlemen,

On June 16, 2011, proposals were opened for RFP #B112019, Lockbox Services for Galveston County, at which time two (2) proposals were received

After a thorough review of the proposals by the Evaluation Committee, it is recommended that the contract be issued to JP Morgan Chase Bank

If approved, it is further requested that the contract commence within thirty (30) days after the award to coincide with the Galveston County Treasurer's depository contract recommendation

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

July 26, 2011

Mr. Rufus Crowder, CPPB
Galveston County Purchasing Department
722 Moody Avenue
Galveston, Texas 77550

Re: Recommendation for Lockbox Services (RFP #B112019)

Dear Mr. Crowder:

The Galveston County Tax Office received two responses to Request for Proposal B112019. The results of the analysis of the submissions are shown below.

		Moody Bank		Chase	
Item	%	Points	Wgt. Score	Points	Wgt. Score
Price/Cost offset by interest returned	15%	100	15	80	12
Years of lockbox experience	15%	40	6	100	15
Annual item volume	15%	20	3	80	12
Number outside contractors/vendors	15%	80	12	100	15
End of month processing	10%	100	10	100	10
Number employees lockbox operation	5%	60	3	100	5
Number Texas tax collector contracts	5%	20	1	40	2
Processing time lockbox collections	10%	80	8	80	8
Processing time remote capture	5%	80	4	80	4
Branch banks proximity to GCTO sites	5%	80	4	40	2
			66		85

Based on analysis of the proposals and scoring, I recommend that JP Morgan Chase Bank be selected as the provider of lockbox services for the Galveston County Tax Office. In order to begin preparations for the 2011 tax season, I respectfully request that the contract period commence 30 days after award.

Please present this recommendation to Commissioners Court for consideration. The awarding of this bid should coincide with the County Treasurer's depository recommendation.

Thank you for assisting us with this process.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

AGENDA ITEM #20

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, August 2, 2011
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2011	**11-112-0802-A**	**Juvenile Justice** – Budget request for three exemptions to the hiring freeze - Juvenile Justice Officers - Positions #2561180044, #2561190023 and #2561190034
2011	**11-113-0802-B**	**Unlimited Tax Road Bonds, Series 2009A -** Request to budget Change Order No 1 – R W Lucas – transfer funds from Caroline to Roads - Precinct #1.
2011	**11-114-0802-C**	**Constable Precinct #7** – Budget request for an exemption to the hiring freeze - Deputy Constable - Position - #2237000002

Approved by Mel Trammell

Mel Trammell, Director of
Finance and Administration

Date. 7/28/2011

AGENDA ITEM #20a

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Juvenile Justice	Amendment No 11 112 0802 A
Date Submitted	July 20, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION
Request to waive hiring freeze - Juvenile Justice Officers Positions #2561180044, #2561190023 and #2561190034

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Juvenile Justice Fund	Line Item		
	Juvenile Justice - Detention		
2230-256118-5100000	Salaries (Pos 44)	5,000	
2230-256118-5152102	Medicare	100	
2230-256118-5153000	Pension	500	
2230-256118-5154000	Alternate Plan	400	
	Post Program		
2230-256119-5100000	Salaries (Pos 23 and 34)	10,000	
2230-256119-5152102	Medicare	200	
2230-256119-5153000	Pension	900	
2230-256119-5154000	Alternate Plan	800	
TOTAL Transfer Amount		$17,900	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Juvenile Justice Fund	Line Item		
	Juvenile Justice - Detention		
2230-256118-5100000	Salaries (Pos 44)	5,000	
2230-256118-5152102	Medicare	100	
2230-256118-5153000	Pension	500	
2230-256118-5154000	Alternate Plan	400	
	Post Program		
2230-256119-5100000	Salaries (Pos 23 and 34)	10,000	
2230-256119-5152102	Medicare	200	
2230-256119-5153000	Pension	900	
2230-256119-5154000	Alternate Plan	800	
TOTAL Transfer Amount		$17,900	

ADDITIONAL INFORMATION
This is a request from the Juvenile Justice Department for approval to fill the positions #2561180044, #2561190023 and #2561190034 Juvenile Supervision Officers The Supervision Officers are the staff who supervise the children in custody at the Juvenile Justice Center
The Position #2561180044 was vacated on June 30, 2011, the position #2561190034 was vacated on July 20, 2011 and the position #2561190023 will be vacated on August 2, 2011

Brent T Norris 7/26/11
Departmental Authorization Date

7/26/2011 Date
Human Resources Department

7/26/2011
Budget Office Authorization Date

AUDITOR'S REVIEW
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 8/2/11

AGENDA ITEM #20b

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department.	Engineering	Amendment No 11-113-0802-B
Date Submitted	July 25, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION
Request to budget Change Order No 1 - R W Lucas Construction, LLC for the Galveston County Road Extensions in San Leon and Bacliff

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
Fund 3312 Unlimited Tax Road Bonds, Series 2009A			
3312-312112-5731140	Caroline	24,600	
TOTAL - Transfer Amount		$ 24,600	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
Fund 3312 Unlimited Tax Road Bonds, Series 2009A			
3312-312112-5731011	Roads - Precinct #1	24,600	
TOTAL - Transfer Amount		$ 24,600	

ADDITIONAL COMMENTS
This budget request is to fund the Change Order No. 1 to R W Lucas Consruction, LLC for the subgrade changes at 4th and 6th Streets and various quantity changes over and under runs

G. M. Fitzgerald 7-26-11
Departmental Authorization Date

N/A Date
Human Resources Department

7/26/11
Budget Office Authorization Date

AUDITOR'S REVIEW
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by ____ Date ____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted ____ Date Approved 8/2/11

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
Galveston County Road Extensions for
Various Roads in Bacliff and San Leon

Owner: Galveston County
Contractor R.W Lucas Construction, LLC
Engineer. LJA Engineering, Inc.

Contract Number. 1065
Purchase Order Number: C103702
Bid Number: B111016

Work Being Changed

Subgrade changes at 4th and 6th St. and various quantitiy changes over and under runs

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price.	$928,275 00	Original Contract Time:	150 Days
Net Change From Previous Change Orders	$0	Net Change From Previous Change Orders	0 Days
Contract Price Prior To This Change Order'	$928,275 00	Contract Time Prior To This Change Order.	150 Days
Net Increase/Decrease Of This Change Order'	$64,804 40	Net Increase/Decrease Of This Change Order	0 Days
Contract Price With All Approved Change Orders:	$993,079 40	Contract Time With All Approved Change Orders	150 Days

RECOMMENDED'

By Mike Fitzgerald Date. 7-22-11
Engineer (County Engineer)

APPROVED:
County Of Galveston

By _____ Date' _____
Mark Henry, County Judge

Attest _____
Dwight Sullivan, County Clerk

ACCEPTED.
Contractor

By _____ Date 7/22/11
Contractor (Authorized Signature)

RYAN LUCAS, PRES.
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 1
Galveston County Road Extensions for
Various Roads in Bacliff and San Leon

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No.	Spec Item No	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
Base Bid - 6th Street									
3.	260	Lime Treatment (Road Mixed)	TON	$180.00	42.00	$7,560.00	96.62	$17,391 60	$9,831.60
4.	260	Subgrade Manipulation	SY	$2.00	2,577.00	$5,154 00	5,154.00	$10,308.00	$5,154.00
Base Bid - Avenue D Culvert									
8.	465	Storm Manhole	EA	$2,792.00	0.00	$0.00	3.00	$8,376.00	$8,376.00
9.	465	Type "E" Inlet	EA	$2,369 00	0 00	$0.00	1.00	$2,369 00	$2,369.00
10.	464	Proposed 15" RCP Storm	LF	$35.00	0.00	$0 00	33.00	$1,155.00	$1,155.00
11	464	Proposed 18" RCP Storm	LF	$37 00	0.00	$0.00	12 00	$444.00	$444.00
12	None	Remove and Replace Exist Water/Irrigation Service	LS	$2,676.00	0.00	$0 00	1 00	$2,676.00	$2,676.00
13	None	Remove Misc Landscaping, Fencing, Etc.	LS	$2,400 00	0 00	$0.00	1 00	$2,400.00	$2,400.00
Alternate Bid - 4th Street									
3	260	Lime Treatment (Road Mixed)	TON	$180.00	20 00	$3,600.00	59.96	$10,792.80	$7,192.80
4.	260	Subgrade Manipulation	SY	$2.00	1,242.00	$2,484.00	2,484.00	$4,968 00	$2,484 00
	SUB	TOTAL							$42,082.40

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
Galveston County Road Extensions for
Various Roads in Bacliff and San Leon

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No	Spec Item No.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
Base Bid - 6th Street									
1	340	Hot Mix Asphalt	TON	$80.00	167.00	$13,360.00	188.00	$15,040.00	$1,680.00
8	DWG	Remove/Replace Exist. Driveway	SY	$2,000.00	2.00	$4,000.00	4.00	$8,000 00	$4,000.00
Base Bid - 18th Steet									
1	465	Hot Mix Asphalt	TON	$80 00	300.00	$24,000.00	333.00	$26,640 00	$2,640.00
15	465	7" Concrete	SF	$6.23	0.00	$0.00	1,552.00	$9,676.00	$9,676.00
Base Bid - 23rd Street									
1	340	Hot Mix Asphalt	TON	$75.00	477 00	$35,775 00	479.00	$35,925.00	$150.00
9	472	Proposed 24" RCP Storm	LF	$50.00	36.00	$1,800 00	38.00	$1,900.00	$100.00
Base Bid -26th Street									
1	340	Hot Mix Asphalt	TON	$80.00	331.00	$26,480.00	325.00	$26,000.00	-$480.00
Base Bid - Avenue B									
1	340	Hot Mix Asphalt	TON	$80.00	215.00	$17,200.00	201.00	$16,080.00	-$1,120.00
Base Bid - Avenue D									
1	340	Hot Mix Asphalt	TON	$100.00	63.00	$6,300.00	60.00	$6,000.00	-$300.00
12		Proposed 15" RCP Storm	LF	$609.50	0.00	$0.00	8.00	$4,876.00	$4,876.00
Base Bid - Avenue H									
1	340	Hot Mix Asphalt	TON	$100.00	51 00	$5,100.00	61.00	$6,100.00	$1,000.00
Alternate Bid - 4th Street									
1	340	Hot Mix Asphalt	TON	$100.00	81 00	$8,100.00	86.00	$8,600.00	$500.00
	SUB	TOTAL							$22,722.00
		TOTAL							$24,824.40

AGENDA ITEM #20c

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Constable Precinct #7	Amendment No 11 114-0802-C
Date Submitted	July 25, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Request to waive hiring freeze Deputy Constable Position #2237000002

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		
	Constable Precinct #7		
1101-223700-5100000	Salaries (Pos 2)	6,100	
1101-223700-5152102	Medicare	100	
1101-223700-5100000	Pension	600	
1101-223700-5100000	Alternate Plan	500	
TOTAL Transfer Amount		$7,300	

Transfer TO	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		
	Constable Precinct #7		
1101-223700-5100000	Salaries (Pos 2)	6,100	
1101-223700-5152102	Medicare	100	
1101-223700-5100000	Pension	600	
1101-223700-5100000	Alternate Plan	500	
TOTAL Transfer Amount		$7,300	

ADDITIONAL INFORMATION

This is a request from the Constable Precinct #7 for approval to fill the position #2237000002 - Deputy Constable
The Deputy Constable serves civil process papers which includes citations, summons, subpoenas, writs, forcible detainers, restraining orders, and other protective orders. The Deputy constable also serves misdemeanor and felony warrants
The Position #2237000002 was vacated on June 12, 2011

Departmental Authorization Date

Human Resources Department Date 7/26/2011

Budget Office Authorization Date 7/27/2011

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by Date

Auditor s Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted Date Approved 8/2/11

AGENDA ITEM #21

NO

BACK – UP

PROVIDED

AGENDA ITEM #22

MEMORANDUM OF UNDERSTANDING (MOU)

Between

UNITED STATES COAST GUARD (USCG), by and through its MARINE SAFETY UNIT (MSU) TEXAS CITY, TX

And

GALVESTON COUNTY

Regarding

AUGMENTATION OF THE GALVESTON COUNTY EMERGENCY OPERATIONS CENTER (EOC)

1. **PARTIES** The parties to this Memorandum of Understanding (MOU) are the United States Coast Guard (USCG), by and through its Marine Safety Unit, Texas City, Texas (MSU), and Galveston County, Texas (County)

2. **AUTHORITY.** This MOU is authorized under the provisions of Title 14 USC § 141(b), Cooperation with other agencies, States, territories, and political subdivisions

3 **PURPOSE** The purpose of this MOU is to set forth the framework and procedures by which the USCG and the County will work together to ensure the safety and security of Houston-Galveston waterways

4 **RESPONSIBILITIES.**

a USCG

1 The USCG will furnish the County a copy of their most current Continuity of Operations Plan (COOP) and Sector/Unit Severe Weather Plans

2 The USCG will assign approximately two to four personnel to the Galveston County Emergency Operations Center (EOC) to conduct communications and command operations upon activation of the EOC for severe weather operations or following any incident in which the EOC requests USCG assistance.

3 The USCG will assign personnel with the skills to provide coordination between USCG and Galveston County EOC communications and computer-based systems personnel

4 USCG personnel dispatched to Galveston County EOC will augment the County personnel with general EOC operations

b COUNTY:

1 Subject to any limitations under the County's agreement with the other users of the facility, the County will provide working space for members of the USCG to conduct 24-hour/day communications and command operations at the EOC

2 Subject to any limitations under the County's agreement with other users of the facility, the County, through its Galveston County Office of Emergency Management (OEM), will provide meals, sleeping space, and other general support of living accommodations to USCG personnel stationed at the EOC while the EOC is activated.

3. Subject to any limitations under the County's agreement with the other users of the facility, the County, through the Office of Emergency Management, will provide secure parking for USCG personnel dispatched to the EOC

5 POINTS OF CONTACT

a USCG Primary Contact (normal business hours)
Chief, Incident Management Division (IMD)
USCG MSU Texas City
3101 FM 2004 Rd.
Texas City, TX 77591
409-978-2707 (office)
409-682-1264 (cell)
409-978-2697 (fax)

b USCG Secondary Contact (24hr/after hours/weekends)
Sector Command Center
Situation Unit (Duty Officer)
USCG Sector Houston-Galveston
9640 Clinton Drive
Houston, TX 77029
713-671-5113 (office)
713-671-5177 (fax)

c Galveston County OEM Primary Contact
Colin Rizzo, Operations Coordinator
1353 FM 646, Suite 201
Dickinson, TX 77539
281-534-8460 (office)
281-509-7078 (cell)
888-534-5607 (fax)
Colin Rizzo@co.galveston tx us

d Galveston County OEM Secondary Contact
John Simsen, Emergency Management Coordinator
1353 FM 646, Suite 201
Dickinson, TX 77539
281-309-5003 (office)
409-682-3131 (cell)
888-534-5607 (fax)
John Simsen@co galveston tx us

MOU Between USCGS MSU Texas City and Galveston County

6 **OTHER PROVISIONS:** Nothing in this MOU is intended to conflict with current law or regulation or the directives of the United States Coast Guard or Department of Homeland Security or Galveston County Office of Emergency Management If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

7 **FUNDING:** It is understood and agreed, not withstanding any other provision of this MOU that might be read to the contrary, the County shall not be obligated to expend any funds by this MOU

8 **EFFECTIVE DATE:** The terms of this MOU will become effective upon signature date of the last Party executing hereto

9 **MODIFICATION**· A designee from both USCG Texas City and the Galveston County OEM shall review this MOU annually to ascertain whether it should continue and/or any modifications should be made The MSU Texas City IMD Chief and a Galveston County OEM representative will sign off on annual reviews, so long as no changes to this MOU are required This MOU may only be modified upon the mutual written consent of the parties

10 **TERMINATION**. The terms of this MOU, as modified with the consent of both parties, will remain in effect until terminated by either Party. Either Party, upon 30 days written notice to the other Party, may terminate this MOU

11 **SIGNATURES**. The individuals executing this MOU below on behalf of each Party warrant and represent that they are authorized to take this action on behalf of their respective Party.

APPROVED BY:

James H. Whitehead

Captain James H Whitehead,
Commander, USCG
Sector Houston-Galveston
Date· 18 July 2011

Mark Henry

Honorable Mark Henry,
County Judge
Galveston County
Date August 2, 2011

Attest
Dwight D Sullivan, County Clerk
By: Brandy Chapman Deputy
Brandy Chapman

Annual Review:

AGENDA ITEM #23a

CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Patrick F. Doyle, as a member of Commissioners' Court of Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court.

(Select One)

The business entity is South Land Title

The real property is _____

BUSINESS ENTITY CONFLICT

* Patrick F. Doyle, (~~have~~/has) a substantial interest in this business entity for the following reasons (Check all which are applicable.)

( ) Ownership of 10% or more of the voting stock or shares of the business entity.

( ) Ownership of 10% or more of the fair market value of the business entity.

( ) Ownership of $15,000. or more of the fair market value of the business entity.

( ) Funds received from the business entity exceed 10% of ** _____ gross income for the previous year.

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

*_____ (have/has) a substantial interest in this real property for the following reasons: (Check all which are applicable.)

***

( ) Real property is involved and _____ have an equitable or legal ownership with a fair market value of at least $2,500.

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the real property that would be affected by a decision of the Commissioners' Court.

Upon the filing of this affidavit with the County Clerk, I affirm that I will abstain from voting on any decision involving this business entity or the real property and from any further participation on this matter.

This Affidavit is being executed on Claim No. 23(a) dated August 2, 2011. (Fill in if applicable.)

_____
Signature of Official

County Commissioner Precinct 1
Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

Sworn to and Subscribed before me on this 2nd day of August, 2011

DWIGHT D. SULLIVAN, County Clerk
Galveston County, Texas

By: Brandy Chapman
Brandy Chapman Deputy

* ("I" or name of relative or relationship)
** (my, his, her)
*** (I, he, she)

COMMISSIONER'S COURT BUYOUT LIST OF AMENDED CONTRACTS 08/02/2011 COURT ACTION DATE

No	New Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date	Original Court Action Date
1	9/8/2010	4215-0000-0003-000	R125372	Rice	William R	16925 Jamaica Beach Rd Jamaica Beach TX 77554	8/26/2010	5/26/2010
2	9/8/2010	3550-0013-0005-000	R178853	Taylor	Michael	3016 Cedar Lane Crystal Beach TX 77650	8/18/2010	4/21/2010
3	9/8/2010	4050-0000-0336-000	R179213	Mullins	Katherine J & Robert W	2596 Holiday Crystal Beach TX 77650	8/27/2010	5/12/2010
4	9/8/2010	5335-0000-0008-000	R179580	Arnold	William	2188 Noisy Waves Ln Crystal Beach TX 77650	8/27/2010	5/12/2010
5	9/8/2010	6040-0000-0034-000	R179926	Brown	James N , DDS	2918 Tropicana Dr Crystal Beach TX 77650	8/13/2010	4/14/2010
6	9/8/2010	6363-0001-0007-000	R180300	Cordts	E G , Jr	3550 Smiths Point Crystal Beach TX 77650		5/12/2010
7	9/8/2010	7120-0010-0004-000	R180999	Bridwell	Ronald P	2764 Tradewind Ln Crystal Beach TX 77650	8/5/2010	4/14/2010
8	9/8/2010	3956-0000-0010-000	R217396	Aleman	Sixto	1964 Avenue J Crystal Beach TX 77650	8/27/2010	4/21/2010
9	9/15/2010	4215-0000-0007-000	R125375	Van Vulpen	Pauline&Betty F Wallace	1691 - Jamaica Beach Rd Jamaica Beach TX 77554		1/11/2010
10	9/15/2010	7335-0002-0007-000	R178180	Marks	Frank R	994 Beaumont St Gilchrist TX 77617	8/31/2010	5/26/2010
11	9/15/2010	7335-0003-0006-000	R178196	Broussard	Harry L	988 Austin Dr Gilchrist TX 77617	8/30/2010	5/25/2010
12	9/15/2010	3201-0003-0046-000	R216553	Sansone	Philip	2030 Seaside Dr Crystal Beach TX 77650	9/3/2010	4/21/2010
13	9/22/2010	2957-0002-0006-000	R177209	Oehlers	Betti	986 Elizabeth St Gilchrist TX 77617	9/7/2010	4/21/2010
14	9/22/2010	2957-0002-0007-000	R177210	Oehlers	Betti	980 Elizabeth St Gilchrist TX 77617	9/3/2010	4/21/2010
15	9/22/2010	7071-0000-0057-000	R178731	McClenan	James D & Ellene	3388 Sand Castle Crystal Beach TX 77650	9/13/2010	4/21/2010
16	9/22/2010	3956-0000-0006-001	R386179	Criswell	Harold W & Mary E	1948 Avenue J Crystal Beach TX 77650	9/4/2010	4/21/2010
17	9/22/2010	1825-0004-0019-000	R510022	Taylor	Michael & Debra	973 Caplen Gilchrist TX 77617	9/3/2010	4/21/2010
18	10/6/2010	1825-0004-0011-000	R176923	Rosales-Matola	Ysidoro	998 Marjorie Gilchrist TX 77617	9/23/2010	5/12/2010
19	10/6/2010	3587-0021-0006-000	R177788	Heinrich	Paul Ray	1036 Black's Slip Rd Gilchrist TX 77617	8/22/2010	4/21/2010
20	10/6/2010	4467-0001-0001-000	R179222	Albrecht	Stephen & Robin	3266 Treasure Ln Crystal Beach TX 77650	8/22/2010	5/12/2010
21	10/6/2010	2700-0001-0005-000	R291679	O'Brien	Doris M	3096 James St Crystal Beach TX 77650	9/23/2010	4/21/2010
22	10/13/2010	6550-0006-0016-000	R186432	Nichols	H.C., Sr estate of R.Allan	3594 Tarpon Way Crystal Beach TX 77650	9/30/2010	5/7/2010
23	10/13/2010	3200-0000-0293-000	R216295	Varnin	James & Eulalia	803 Surfview Emerald Beach, TX 77650	9/29/2010	5/11/2010
24	10/13/2010	3200-0000-0295-000	R216297	Follis	Ed B	1336 Emerald Dr Crystal Beach TX 77650	9/30/2010	5/7/2010
25	10/13/2010	5655-0001-0017-000	R217548	Frost	Theodore	1990 Gulf Rd Crystal Beach TX 77650	9/28/2010	4/20/2010
26	10/20/2010	2205-0000-0290-000	R172505	Carney	Lillie M	1412 Van Sant Gilchrist TX 77617	10/6/2010	5/5/2010
27	10/20/2010	0064-0049-0000-000	R176566	Sisk	Dorothy	1608 Hwy 87 Gilchrist TX 77617	10/1/2010	5/19/2010
28	10/20/2010	2957-0003-0003-000	R177224	Roberts	Marilyn	989 Elizabeth St Gilchrist, TX 77617		4/21/2010
29	10/20/2010	5135-0000-0043-000	R179477	Hebert	Alton John	849 Meynig Ln Crystal Beach TX 77650	10/6/2010	5/5/2010
30	10/20/2010	7120-0011-0008-000	R181011	Sultan	Syed	2808 Tradewind Crystal Beach TX 77650	10/6/2010	4/21/2010
31	10/20/2010	6280-0010-0001-000	R218028	Plum	Beth & Russell	1762 Red Fish Ln Crystal Beach TX 77650	9/30/2010	6/2/2010
32	10/20/2010	6280-0010-0006-000	R218031	Rogers	Douglas	1782 Redfish Ln Crystal Beach TX 77650	10/1/2010	6/2/2010
33	10/27/2010	1204-0000-0021-000	R172205	Guest	David	2762 Hwy 87 Gilchrist TX 77617	10/14/2010	7/28/2010
34	10/27/2010	1825-0002-0004-001	R176880	Beaver	Larry D	970 Dolly St Gilchrist TX 77617	10/12/2010	6/2/2010
35	10/27/2010	3585-0014-0004-000	R177629	Stonetham	Mark & Caroline	989 Kirkpatrick Gilchrist, TX 77617	10/12/2010	5/26/2010
36	10/27/2010	3956-0000-0011-000	R217397	Henley	Terry	1937 Avenue I Crystal Beach, TX 77650	10/15/2010	5/5/2010
37	10/27/2010	3956-0000-0012-000	R217398	Henley	Terry	1939 Avenue I Crystal Beach, TX 77650	10/15/2010	5/5/2010
38	10/27/2010	7315-0000-0045-000	R218272	Langtree	John A	830 Alma Ln Crystal Beach, TX 77650	10/14/2010	6/2/2010

COMMISSIONER'S COURT BUYOUT LIST OF AMENDED CONTRACTS 08/02/2011 COURT ACTION DATE

No	New Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date	Original Court Action Date
39	11/3/2010	1640-0000-0001-000	R170266	Kennett	Lyn Piland	937 James Rd Gilchrist TX 77617	10/14/2010	[illegible]
40	11/3/2010	4107-0000-0020-000	R170400	Gaiewsky	Harry	958 James Rd Gilchrist Tx 77617	10/7/2010	5/2/2010
41	11/3/2010	2205-0000-0447-000	R172655	Boudreaux	David	1118 Mabry Gilchrist TX 77617	10/21/2010	5/19/2010
42	11/3/2010	0054-0022-0000 000	R173821	Moore, Jr	Teddy	1188 Bryants Ln Caplen TX 77617	10/5/2010	[illegible]
43	11/3/2010	2210-0003-0014-000	R176955	Gregory	Richard B & Marcia	1375 Keith Caplen TX 77617	10/15/2010	5/13/2010
44	11/3/2010	2957-0002 0003-000	R177207	Oehlers	Betti Lanell & Eddie	994 Elizabeth St Gilchrist TX 77617	10/6/2010	4/21/2010
45	11/3/2010	2957-0002 0005-000	R177208	Oehlers	Betti Lanell & Eddie	990 Elizabeth St Gilchrist TX 77617	10/6/2010	4/21/2010
46	11/3/2010	5670 0000-0176-000	R179886	Eakins	Gary W	2478 Gilmore Crystal Beach TX 77650	10/21/2010	[illegible]
47	11/3/2010	6363-0001-0009-000	R180302	Streety	Steven	3530 Smiths Point Crystal Beach TX 77650	10/21/2010	5/12/2010
48	11/3/2010	3755-0001 0004-000	R216767	MacMillan	Scott & Patricia	1988 Avenue J Crystal Beach Tx 77650	10/13/2010	5/26/2010
49	11/3/2010	5655-0001 0001-004	R217945	MacMillan	Scott & Patricia	840 Gulf Shores Dr Crystal Beach Tx 77650	10/13/2010	5/26/2010
50	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
51	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
52	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
53	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
54	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
55	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
56	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	11/1/2010	8/30/2010
57	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	11/5/2010	8/4/2010
58	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	11/5/2010	7/7/2010
59	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	11/8/2010	6/16/2010
60	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	11/4/2010	7/7/2010
61	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	8/4/2010
62	12/1/2010	6755-0002 0004 000	R180594	Robach	Patrick & Michelle	2906 Cedar Ln Crystal Beach TX 77650	11/12/2010	8/18/2010
63								
64								
65								
66								
67	1/5/2011	7120-0010-0003-000	R180998	Lanning	Michael	2758 Tradewinds Crystal Beach TX 77650	12/10/2010	8/4/2010
68	1/5/2011	1865-0000-0134-001	R214702	Jacobs	Dan	1142 Gulfview Rd. Crystal Beach TX 77650	10/10/2010	5/5/2010
69	1/5/2011	3956-0000-0003-000	R217389	Neal	Paul	1940 Avenue J Crystal Beach TX 77650	12/8/2010	5/5/2010
70	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	7/12/2010	9/15/2010
71	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	8/28/2010
72	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12/31/2010	8/4/2010
73	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12/30/2010	9/1/2010
74	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	11/31/2010	7/28/2010
75	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/5/2011	7/7/2010
76	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/5/2011	8/4/2010
77	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12/4/2010	6/16/2010
78	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12/29/2010	7/28/2010
79	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/5/2011	8/30/2010
80	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12/30/2010	8/1/2010
81	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1/5/2011	7/7/2010
82	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12/30/2010	5/28/2010
83	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	7/7/2010

COMMISSIONER'S COURT BUYOUT LIST OF AMENDED CONTRACTS 08/02/2011 COURT ACTION DATE

No	New Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date	Original Court Action Date
84	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	4/6/2011	7/29/2010
85	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	3/10/2011	7/7/2010
86	[redacted]							
87	[redacted]							
88	[redacted]							
89	[redacted]							
90	[redacted]							
91	[redacted]							
92	[redacted]							
93	[redacted]							
94	3/8/2011	0054-0003-0000-000	R173798	Bauer	Arthur R & Gail E	990 Gordon Dr Caplen TX 77617	4/30/2010	5/19/2010
95	3/8/2011	6465-0000-0022-000	R222017	Maniha	Joyce	113 Ocean Shores Crystal Beach TX 77650	8/12/2010	9/1/2010
96	3/15/2011	4215-0000-0008-000	R125377	Bank of American Home Loan Servicing LP		16995 Jamaica Beach Rd Jamaica Beach TX 77554	2/15/2011	[illegible]
97	[redacted]							
98	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	7/24/2010	8/18/2010
99	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	7/13/2010	8/25/2010
100	5/17/2011	4040-0000-0006-000	R172874	Connolly	Thomas	2408 Hwy 87 Gilchrist TX 77617	4/16/2011	1/15/2011
101	5/17/2011	7120-0001-0020-000	R180753	Porter	Charles F. & Betty	907 Sandune Dr Crystal Beach TX 77650	4/21/2011	12/15/2010
102	[redacted]						[redacted]	[redacted]
103	6/7/2011	2957-0002-0015-000	R177218	Montgomery	Frederick & Melinda	985 Margaret Rd Gilchrist TX 77617	5/13/2011	8/25/2010
104	6/7/2011	3587-0013-0021-000	R177704	Zawacki	Edward	1090 Faggards Rd Gilchrist TX 77617	5/9/2011	2/22/2011
105	6/7/2011	3956-0000-0007-001	R386181	Bruce	Catalina	1952 Avenue J Crystal Beach TX 77650	5/16/2011	6/30/2010
106	6/28/2011	3201-0003-0048-000	R216555	Fichtner	Sheila & Arthur	2026 Seaside Crystal Beach TX 77650	[illegible]	[illegible]
107	7/12/2011	6285-0000-0016-000	R180097	Kime	Sandra	2740 Gillespie Crystal Beach TX 77650	5/26/2011	9/1/2010
108	[redacted]						[redacted]	[redacted]

[redacted]	[illegible]
Total Revised Contracts	108

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 10 day of June, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Duncan Bowell**, **("Seller")**, regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit. 983 Legers St, Gilchrist TX 77617, Legal Description ABST 64 E FRANKS LOTS 8 & 9 UNRECD S-D OF LOT 28 GILCHRIST S-D 80 X 100 FT

Seller represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant;
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily; and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **$37,500.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **$37,500.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title.

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$191,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$200,000.00** and structural damage from wind insurance of **$20,000.00** and **$3,434.35** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **$0.00** for certain repairs for which receipts were provided have been added Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of $50,000 00

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.

5. **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County. **Seller** also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises**. Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**.

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed

10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

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11 **Seller** acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM** and **TDHCA** incurred by **Seller** as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to **County.**

12 This **Contract for Sale** is binding upon **Seller's** and **County's** heirs, executors, successors and assigns

DATED this 10 day of June, 2011

Seller Signature

Duncan Bowell
Seller Printed Name

x Marie Bowell
Seller Signature

Duncan Bowell
Seller Printed Name

Galveston County

By:
Mark Henry
County Judge

Attest:

Dwight Sullivan
County Clerk
By: Brandy Chapman **Deputy**
Brandy Chapman

AGENDA ITEM #23b

NO

BACK – UP

PROVIDED