GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
FEBRUARY 7, 2012 – 9:30 A.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 – WORKSHOP AGENDA – 9:30 A.M.
Commissioners' Court Workshop Meeting Room

1. Call to Order Regularly Scheduled Workshop Meeting.

2. Discussions with the City of Galveston presented by Commissioner Pct. 1.

   a. Future paving responsibilities of Galveston Seawall from East End Military Reservation (Ft. San Jacinto) to 61st Street excepting that portion that is S.H. 87.
   b. Status of TIRZ 11 Falcon Group (Palisade Palms).
   c. Future development and maintenance of 61st Street Boat Ramp.
   d. Future development and maintenance of Washington Park.
   e. Transfer of ownership/control of Washington Park via Deed or Interlocal Agreement.

3. Discuss Park Facility permitting policy & proposed fee increases presented by Dennis Harris.

4. Update on dead trees in parks as a result of drought presented by Dennis Harris.

5. Break into Executive Session:

Executive Session: The Commissioners Court will enter into executive session as permitted under the Texas Open Meetings Act, Texas Government Code Chapter 551, Section 551.071, for consultation with Attorney regarding pending litigation or settlement offer for Cause No. 10-CV-1141, Harden v. Galveston County, In the District Court of Galveston County, 405th Judicial District.

REGULARY SCHEDULED COMMISSIONERS' COURT MEETING
Convenes Immediately Following Workshop
Commissioners' Court Courtroom

Pledge of Allegiance and Invocation

1. Call to Order Regularly Scheduled Meeting

*2. Submitted by County Auditor's Office:

a. Approval of Accounts Payable Checks dated 1/31/12 and 2/7/12

b. Order for Payroll period ending 2/1/12 Bi-Weekly #3

c. Order to approve the monthly Health Insurance Claims made by Boon Chapman for period ending 11/30/11

d. Order to approve the monthly Workers' Compensation claims made by The Littleton Group for period ending 11/30/11

*3. Receive and file *Summary of Bi-Weekly Personnel Movements pay period 26, December 8-21*, 2011 submitted by Human Resources.

*4. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company providing utility service to Galveston County.*

*5. Receive and file *Johnson and Bacliff Community Centers notification letter from the National Senior Center Accreditation Board of full accreditation by the National Council on Aging/the National Institute of Senior Centers NCOA/NISC for a period of 5 years (November 2011 through October 2016)* submitted by Parks & Senior Services Director.

*6. Receive and file bound copies of the *$3,390,000 Galveston County, Texas Limited Tax Refunding Bonds, Series 2011C, $4,205,000 Galveston County, Texas Limited Tax Refunding Bonds, Series 2011A and $4,145,000 Galveston County, Texas Unlimited Tax Refunding Bonds, Series 2011B.*

*7. Granting authority for the County Judge to sign contracts for election services between the County Elections Division and individual contracts with the City of Bayou Vista, the City of Santa Fe, Dickinson Independent School District, LaMarque Independent School District and Galveston College for the County of Galveston to conduct these entities May 2012 local elections submitted by the County Clerk.

*8. Consideration of ratifying a *Resolution Acknowledging the Retirement of Robert A. Baker* from the County Clerk's office submitted by County Legal.

*9. Reappointment of Ken Hufstetler to the Harris-Galveston Subsidence District for a two year term expiring 1/31/14 by County Judge.

*10. Receive and file *letter from the General Land Office regarding the reclassification of cost for the Galveston County Housing Assistance Program* submitted by the Grants Manager.

*11. Consideration of *resolution authorizing application for the Victims of Crime Act (VOCA) Grant* submitted by the Grants Manager.

*12. Consideration of *resolution authorizing application for the 2013 Drug Court Grant* submitted by the Grants Manager.

*13. Consideration of *Resolution authorizing the Aerial Spraying for Mosquito's* submitted by Mosquito Control.

*14. Consideration of accepting *Right of Way Deeds on Parcels 135 & 149, F.M. 646* submitted by Right of Way.

*15. Consideration of approving *Travel and Training Costs for County Departments.*

*16. Consideration of *approving the following contracts for service* submitted by Information Technology.

a. Stenograph Maintenance for Court Reporter Machines

b. Synergy License Agreement for Parks and Senior's SAMS software

*17. Consideration of requests for *Tax Refunds in Excess of $2,500.00* submitted by the Tax Assessor Collector:

7148-0000-0008-001	$9,204.71	Erroneous Payment
3751-0000-0061-000	$8,391.98	Overpayment
5582-0000-0014-000	$4,237.92	Overpayment
6654-0004-0014-000	$3,684.81	Overpayment
7142-0000-0003-000	$3,140.48	Duplicate Payment
7147-0000-0090-000	$8,329.31	Duplicate Payment
7220-0001-0013-001	$3,081.33	Overpayment
3822-0003-0013-000	$5,903.53	Overpayment
4131-0001-0018-000	$4,004.11	Overpayment
0622-0003-0002-000	$2,944.23	Overpayment
1112-0001-0020-000	$3,914.06	Overpayment
1357-0003-0026-000	$3,700.37	Overpayment
1406-0009-0203-000	$3,050.73	Duplicate Payment
1495-0011-0008-000	$4,265-49	Duplicate Payment
1757-0002-0017-000	$3,466.23	Duplicate Payment
1950-0000-0057-000	$2,542.85	Duplicate Payment
1993-0002-0011-000	$2,582.60	Duplicate Payment
2011-0001-0021-000	$3,016.07	Duplicate Payment
2190-0000-0023-000	$2,796.21	Duplicate Payment
2394-0001-0038-000	$2,647.02	Duplicate Payment
2938-0000-0315-000	$2,659.07	Duplicate Payment
2965-0080-0013-000	$3,764.84	Duplicate Payment
3040-0242-0001-000	$3,186.49	Duplicate Payment
3070-0000-0018-001	$3,588.30	Duplicate Payment
3121-0001-0010-000	$2,569.08	Duplicate Payment

5857-0009-0020-000	$4,596.71	Duplicate Payment
5866-0002-0023-000	$5,598.43	Duplicate Payment
6039-0001-0017-000	$2,961.26	Duplicate Payment
6376-0000-0170-100	$3,255.16	Duplicate Payment
6624-2003-0009-000	$3,301.87	Duplicate Payment
6657-0002-0023-000	$2,870.96	Duplicate Payment
6689-3002-0009-000	$2,723.83	Duplicate Payment
6704-0003-0011-000	$3,344.62	Duplicate Payment
6832-0007-0091-000	$5,587.42	Overpayment
7016-0000-0083-000	$6,265.91	Overpayment
7239-1002-0006-000	$4,879.58	Duplicate payment
7278-0000-0001-000	$3,582.54	Duplicate Payment
7278-0000-0002-000	$3,282.22	Duplicate Payment
7278-0000-0003-000	$2,518.42	Duplicate Payment
3127-0002-0015-000	$2,637.05	Duplicate Payment
3269-0000-0207-000	$3,450.53	Duplicate Payment
3402-0003-0012-000	$4,216.52	Duplicate Payment
3510-0057-1006-000	$4,922.33	Duplicate Payment
3875-0002-0007-000	$5,668.60	Duplicate Payment
4130-0005-0035-000	$5,676.37	Duplicate Payment
4502-0005-0002-000	$2,868.98	Duplicate Payment
4694-0000-0040-003	$3,175.81	Duplicate Payment
4879-0002-0021-000	$4,904.19	Duplicate Payment
4978-0000-0002-000	$2,857.60	Duplicate Payment
5089-0002-0005-000	$2,662.40	Duplicate Payment
5101-0004-0009-000	$3,603.31	Duplicate Payment
5182-0194-0000-001	$6,752.85	Duplicate Payment
5289-0000-0568-000	$3,741.66	Duplicate Payment
5291-0000-0795-000	$6,990.33	Overpayment
5339-0000-0004-000	$5,001.60	Duplicate Payment
5516-0003-0010-000	$5,790.61	Duplicate Payment
5762-0000-0020-000	$2,994.35	Duplicate Payment

*18. Request for *Waiver or refund of penalty and interest due to a Clerical Error* submitted by the Tax Assessor Collector:

4143-0000-0013-001	1996-2010	$1,639.18

19. Consider adopting an Order authorizing the issuance of Galveston County, Texas, pass through toll revenue and limited tax refunding bonds, series 2012; setting certain parameters for the bonds; authorizing the County Judge to approve the amount, the interest rate, price, including the terms thereof and certain other procedures and provisions related thereto; authorizing the redemption prior to maturity of certain outstanding bonds; authorizing the execution and delivery of an escrow agreement and the subscription for and purchase of certain escrowed securities.

20. Agrilife

    a. Consider recommending award of a contract for waste disposal for horticulture and educational garden with Republic Services of Texas.

21. Architect

    a. Consider recommending award of a contract for Mechanical, Electrical, and Plumbing engineering services for the renovation of the Llewellyn Building to house the Care Here Clinic.

22. Community Services

    a. Consideration of authorizing the Assistant Community Services Director to be the Signature Authority for Galveston County for the purpose of submitting reimbursement requests for Title IV-E funds with the Texas Department of Family and Protective Services.

23. County Engineer

    a. Consideration of amendment no. 5 to the professional engineering services agreement with Halff Associates, Inc. for the Stewart Road project submitted by the County Engineer.

    b. Consideration of change order no. 1 to the Angel Brothers Enterprises, Ltd contract for the Paving and Drainage Improvements for Louisiana Ave. project submitted by the County Engineer.

    c. Consideration of change order no. 1 to the R.W. Lucas Construction, LLC contract for the Hughes Road Reconstruction project submitted by the County Engineer.

24. County Judge

    a. Consideration of securing the professional services of Van Scoyoc and Associates.

    b. Consideration of appointing County Commissioner, Precinct 2 to League City TIRZ #4 Westwood Development and to Hitchcock TIRZ #1 Harborwalk.

    c. Authorizing the County to collect a $ 6.00 Notary Fee from attorneys with, and for, a case currently filed in Galveston County Courts.

25. County Legal

    a. Consideration of settlement of Cause No. 10-CV-1141, Harden v. Galveston

County, In the District Court of Galveston County, 405th Judicial District.

b. Consideration of execution of a Service Agreement with ACS Government Systems, Inc. to provide Information Technology Services relating to Jury Pools for the District Clerk's Office.

26. Emergency Management

a. Consideration of authorizing execution of Interlocal Agreement with the Gulf Coast Center for transportation assistance during mandatory evacuations.

b. Consideration of authorizing execution of agreement with Harris County Flood Control District regarding placement of flood-alert equipment in the Galveston County Emergency Management Facility.

c. Consideration of authorizing execution of Revised Contracts for Sale under the Hazard Mitigation Grant Program.

27. Facilities

a. Consideration for approval a contract with vendor South Waste to provide grease trap cleaning services for Galveston County Jail and Fire Station #5, and also lint trap cleaning at jail.

28. Finance & Administration

a. Consideration of Budget Amendments

Fiscal Year	Amendment #	Description
2012	12-027-0207-A	Information Technology – Request to transfer budget from General Fund Budgeted Reserves to Contract Services to cover the professional services contract – Foxhaven, Inc. d/b/a Net Sales Direct.
2012	12-028-0207-A	Engineering Department – Request to transfer budget from Avenue H Project to Stewart Road, 75th Street to Cove View project to cover base bid and alternatives 1 and 3.

29. Grants

a. Consideration of approval to submit Application to the Texas Veterans Commission for the Fund for Veterans' Assistance grant.

b. Consideration of approval to submit Project Goal Summary Application Form to

the General Land Office for the Coastal Erosion Planning and Response Act (CEPRA) Cycle 7.

c. Consideration of approval to submit Application to the Texas Department of Transportation for the DWI grant.

30. Housing Department

a. Consideration to approve the following policy change request Galveston County Landlord Assistance Program PCR - 7.

b. Consideration of Approval of Change Orders associated with the Reconstruction and or Rehabilitation of various houses.

31. Human Resources

a. Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Planning Coordinator-Emergency Management.

b. Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Senior Court Services Technician-Pre-Trial.

c. Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Legal Secretary-District Attorney.

d. Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Seawall Maintenance Operator (2)-Road Department.

32. Parks & Senior Services

a. Consideration of a resolution to adopt the Galveston County Parks, Recreation, Open Space and Conservation/Natural Resource Master Plan and Needs Assessment.

b. Consideration of approval of inter-local agreement between Galveston County and the City of League City, for construction of a paddle trail destination at Walter Hall Park.

33. Purchasing Agent

a. Ratify the renewal of Memorandum of Eligibility for contractor for RFP #B101007, Galveston County Housing Construction

b. Consider recommending awarding contracts on the following bids:

B121012 Stewart Road Improvements in Galveston 75th Street to

Cove View Street

B122012 Software Maintenance & Support for Galveston County

c. Recommend an extension on the following bids:

B092015 Vending Machine Services

B112010 Altosid Pellets (IGR)

B112011 Altosid Liquid Larvicide 5% and 20%

d. Consider recommending awarding a contract on the following bid:

Bid #B121016 48' Hydraulic Folding Tail Trailer

34. Road & Bridge Department

a. General Land Office Contract Renewal for the Beach Maintenance Reimbursement Program for FY2012.

35. Tax Assessor Collector

a. Request for Waiver or Refund of Penalty and Interest
3312-0010-0006-000 2010 $1175.13

b. Approval for RSPS Contract for Classic Auto Group Galveston

***

AGENDA ITEM #2

THE COUNTY OF GALVESTON

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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, C PA
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

February 7, 2012

I hand you the following item for action at the meeting of Commissioners' Court

Submitted by Cliff Billingsley, County Auditor

Approval of Accounts Payable Checks dated 1/31/12 and 2/7/12

Order for Payroll period ending 2/1/12 Bi-Weekly #3

Order to approve the monthly Health Insurance Claims made by Boon Chapman for period ending 11/30/11

Order to approve the monthly Workers' Compensation claims made by The Littleton Group for period ending 11/30/11

AGENDA ITEM #2a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000345	**Payee Name: BOB PAGAN FORD INC**		
229986	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	39 75
229989	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	85 14
230366	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	347 55
230381	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	92 70
230409	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	221 95
230851	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	721 45
230870	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	264 00
230943	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	621 22
230967	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	708 65
230990	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	351 29
230993	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	457 63
		Warrant Total:	**3,911.33**
Warrant #: VW 00000347	**Payee Name: GALVESTON NEWSPAPERS INC**		
0021947 010412	1101151600 - 5317000	County Treasurer - Books & Periodicals	168 00
		Warrant Total:	**168.00**
Warrant #: VW 00000349	**Payee Name: LONE STAR UNIFORMS INC**		
237749	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	545 00
		Warrant Total:	**545.00**
Warrant #: VW 00352183	**Payee Name: ABL MANAGEMENT INC**		
183300	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	18,217 36
		Warrant Total:	**18,217.36**
Warrant #: VW 00352185	**Payee Name: ALANIZ, SELINA A**		
318573 012012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	263 25
		Warrant Total:	**263.25**
Warrant #: VW 00352188	**Payee Name: AMERICAN ASSOCIATION OF NOTARIES**		
2012 LANGFORD	1101128100 - 5310000	Pre-Trial Release - Supplies and Materials	85 94
		Warrant Total:	**85.94**
Warrant #: VW 00352194	**Payee Name: BENNETT, JAMES M**		
07CR1155 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**357.50**
Warrant #: VW 00352195	**Payee Name: BLEYL, AMY RUTH WILSON**		
10CP0095 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**487.50**
Warrant #: VW 00352196	**Payee Name: BOILER SPECIALISTS SALES & SERVICE L.P.**		
9868	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,895 00
9869	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,639 20
		Warrant Total:	**3,534.20**
Warrant #: VW 00352197	**Payee Name: BOORSTEIN, BARRY**		
08CR2167 012012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
10CR1757 011212	1101121000 - 5310000	Justice Administration - Supplies and Materials	555 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
10CR1757 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	4,445 00
11CR1546 012312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,706 75
11CR2072 012312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,892 50
		Warrant Total:	**10,151.75**
Warrant #: VW 00352199	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL28359A	1101170100 - 5423000	Facilities Srvs & Maintenance - Maint/Repairs Equipment	111 96
		Warrant Total:	**111.96**
Warrant #: VW 00352203	**Payee Name: CASTILLO, MARK A**		
11CR2278 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	257 75
		Warrant Total:	**257.75**
Warrant #: VW 00352204	**Payee Name: CAVAZOS, LUIS A**		
610 FERRY RD 8	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00352205	**Payee Name: CDW GOVERNMENT INC**		
D336385	1101159100 - 5310000	Information Technology - Supplies and Materials	285 86
D464958	1101159100 - 5310000	Information Technology - Supplies and Materials	101 75
D489495	1101159100 - 5310000	Information Technology - Supplies and Materials	13 10
		Warrant Total:	**400 71**
Warrant #: VW 00352208	**Payee Name: CHERRY MOVING COMPANY**		
35648	1101000000 - 1142001	General Fund - Undist Fees JP 1	150 00
		Warrant Total:	**150 00**
Warrant #: VW 00352210	**Payee Name: CLARK, DIANE**		
07CR2294 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
10CP0095 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	123 50
10CP0122 011812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	305 50
11CP0061 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
11CP0074 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
11CR2378 011512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	731 25
11JV0250 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**2,184.00**
Warrant #: VW 00352211	**Payee Name: CLEMENTS, CLYDE WESLEY**		
11CR2666 012012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
JAIL DKT 012012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	950 00
		Warrant Total:	**1,470.00**
Warrant #: VW 00352213	**Payee Name: COBURN SUPPLY COMPANY INC**		
314555422	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	33 00
		Warrant Total:	**33.00**
Warrant #: VW 00352214	**Payee Name: COCHRAN, WINSTON E JR**		
11CR1305 012312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	471 25
11CR1870 012012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**698.75**
Warrant #: VW 00352217	**Payee Name: DIAMOND SHAMROCK**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
64037336 01/12	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	259 02
		Warrant Total:	**259.02**
Warrant #: VW 00352218	**Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC**		
9617	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	187 90
		Warrant Total:	**187.90**
Warrant #: VW 00352219	**Payee Name: DOW JONES AND COMPANY INC**		
2012 RENEWAL	1101151600 - 5317000	County Treasurer - Books & Periodicals	187 20
		Warrant Total:	**187.20**
Warrant #: VW 00352220	**Payee Name: DRAGONY, RACHEL ANN**		
10CR1738 011712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
316658 011212	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	325 00
		Warrant Total:	**910.00**
Warrant #: VW 00352221	**Payee Name: DSG INC**		
23361	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	660 00
		Warrant Total:	**660.00**
Warrant #: VW 00352222	**Payee Name: DUPUY, CHRISTOPHER**		
4190	1101122400 - 5495100	County Court #3 - Dupuy - Education	60 00
IM502C	1101122400 - 5310000	County Court #3 - Dupuy - Supplies and Materials	17 82
		Warrant Total:	**77.82**
Warrant #: VW 00352225	**Payee Name: FAULIN, DOUGLAS E**		
012312 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	120 00
012312 CT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	375 00
CRT RPTR 012312	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	162 00
		Warrant Total:	**657.00**
Warrant #: VW 00352226	**Payee Name: FEDEX CORP**		
776401307	1101610200 - 5310000	County Extension - Supplies and Materials	149 76
		Warrant Total:	**149.76**
Warrant #: VW 00352228	**Payee Name: FISHER, DENA LAURA**		
11CR1822 121311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,332 50
		Warrant Total:	**1,332.50**
Warrant #: VW 00352230	**Payee Name: FRYE STEIDLEY OAKS AND BENAVIDEZ PLLC**		
317079 012012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	227 50
		Warrant Total:	**227.50**
Warrant #: VW 00352233	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
991539	1101211150 - 5496156	Warrants-Sheriff's Department - Prisoner Extradition Trav	12 41
		Warrant Total:	**12.41**
Warrant #: VW 00352234	**Payee Name: GELB, JEFFREY**		
11CR2868 011712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
318629 012312	1101122200 - 5431221	County Court #2 - Roberts - Defense Atty Co Ct	97 50
		Warrant Total:	**585.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00352235	**Payee Name: GHG CORPORATION**		
22409	1101159100 - 5481000	Information Technology - Contract Service	475 00
		Warrant Total:	**475.00**
Warrant #: VW 00352238	**Payee Name: GUCWA, CHRISTINA MARIE**		
10CP0058 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	143 00
10CP0074 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	26 00
10CP0078 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	71 50
10CP0093 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
10CP0116 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	344 50
11CP0007 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
11CP0012 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
11CP0016 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	84 50
11CP0033 01212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
11CP0036 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
11CP0051 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	442 00
11CP0068 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	201 50
11CP0071 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 50
11CP0074 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	689 00
11CP0078 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	247 00
		Warrant Total:	**3,334.50**
Warrant #: VW 00352241	**Payee Name: GULF COAST CENTURY**		
84238	1101126100 - 5310000	District Clerk - Supplies and Materials	2,880.00
		Warrant Total:	**2,880.00**
Warrant #: VW 00352243	**Payee Name: HEALEY, JAMES SEAN**		
303434 080911	1101121000 - 5431102	Justice Administration - Prof Srvs-Expert Witness	850 00
		Warrant Total:	**850.00**
Warrant #: VW 00352244	**Payee Name: HENRY, THERESA**		
11CR3460 011812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	438 75
		Warrant Total:	**438.75**
Warrant #: VW 00352247	**Payee Name: IBRAHIM & ELLIOTT LLP**		
11CR2860 011812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	308 75
		Warrant Total:	**308.75**
Warrant #: VW 00352248	**Payee Name: INFOSAT COMMUNICATIONS**		
74721	1101159100 - 5492101	Information Technology - Telephone Expense	43 68
		Warrant Total:	**43.68**
Warrant #: VW 00352249	**Payee Name: JACKSON, CALVIN C**		
11CR0999 011912	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	832 00
12CR0156 010812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,814 50
		Warrant Total:	**3,646.50**
Warrant #: VW 00352252	**Payee Name: JIMENEZ, JOAQUIN**		
305345 011712	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	97 50
		Warrant Total:	**97.50**
Warrant #: VW 00352255	**Payee Name: JONES LAW FIRM**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
JAIL DKT 012012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00352256	**Payee Name: KIESCHNICK, JONATHAN C**		
11CR2075 011012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	146 25
317078 011212	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	146 25
		Warrant Total:	**292.50**
Warrant #: VW 00352257	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1880	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,286 92
1886	1101121000 - 5310000	Justice Administration - Supplies and Materials	38 82
1888	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	300 00
		Warrant Total:	**1,625.74**
Warrant #: VW 00352258	**Payee Name: LAW OFFICE OF ALEX BILL III**		
11CR0253 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	471 25
		Warrant Total:	**471.25**
Warrant #: VW 00352259	**Payee Name: LAW OFFICE OF CS HALL PLLC**		
11CR3518 012312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	308 75
		Warrant Total:	**308.75**
Warrant #: VW 00352260	**Payee Name: LAW OFFICE OF LINDSAY R LOPEZ, THE**		
11CR1476 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 25
		Warrant Total:	**406.25**
Warrant #: VW 00352261	**Payee Name: LAW OFFICE OF PAUL B KENNEDY**		
09CR2596 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	539 50
10CR3665 010612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	10,604 10
		Warrant Total:	**11,143.60**
Warrant #: VW 00352262	**Payee Name: LAWYERS TITLE**		
840994	1101000010 - 4414012	General Government - County Clerk Refund of Fees	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00352263	**Payee Name: LCR-M LIMITED PARTNERSHIP**		
1119747	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	25 77
		Warrant Total:	**25.77**
Warrant #: VW 00352264	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
181246	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	664 32
181301	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	99 00
181461	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	39 75
181507	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	1,059 49
181783	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	137 50
181806	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	66 00
182002	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	134 12
182011	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	214 92
182016	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
182042	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
182081	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
182109	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
182143	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
182145	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	13 00
182148	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	181 16
182165	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	71 00
182172	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	31 25
182179	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	24 77
182185	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	263 55
182196	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
182208	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	168 45
182216	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
182224	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	62 61
182235	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	67 75
182270	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	39 75
182274	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	145 92
182296	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	117 92
182297	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	52 28
		Warrant Total:	**3,822.51**
Warrant #: VW 00352265		**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**	
DEC 11 JP6 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	4,251 60
		Warrant Total:	**4,251.60**
Warrant #: VW 00352266		**Payee Name: LOVE, PAUL**	
11CR2276 011712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	150 00
11JV0314 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**280.00**
Warrant #: VW 00352268		**Payee Name: MALONEY & PARKS LLP**	
10CR1466 012012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
11CR0733 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,462 50
		Warrant Total:	**1,657.50**
Warrant #: VW 00352270		**Payee Name: MARTIN, THOMAS A**	
11CR2074 012012	1101121000 - 5310000	Justice Administration - Supplies and Materials	82 75
11CR2074 012012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
11CR2723 011712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total:	**862.75**
Warrant #: VW 00352271		**Payee Name: MASTER WORD SERVICE INC**	
14106	1101121000 - 5431101	Justice Administration - Professional Srv Interpreter	4,610 54
		Warrant Total:	**4,610.54**
Warrant #: VW 00352273		**Payee Name: MCBRIDE LAW FIRM**	
317123 011712	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00352275		**Payee Name: MELAMED, SANFORD**	
11CR1930 011812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	533 00
		Warrant Total:	**533.00**
Warrant #: VW 00352276		**Payee Name: MERRITT, JACOB**	
M40113408 RMB	1101000000 - 1142004	General Fund - Undist Fees JP 4	43 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**43.00**
Warrant #: VW 00352278	**Payee Name: MILLER, ROBERT DAVID**		
11CR2242 011712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	861 25
		Warrant Total:	**861.25**
Warrant #: VW 00352280	**Payee Name: MOODY NATIONAL BANK**		
DEC 11 REMOTE	1101151500 - 5481000	Tax Assessor Collector - Contract Service	57 20
		Warrant Total:	**57.20**
Warrant #: VW 00352281	**Payee Name: MUELLER, DINAH J**		
11CP0043 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	338 00
		Warrant Total:	**338.00**
Warrant #: VW 00352283	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
64828	1101522020 - 5312101	Parks Department - Uniform Expense	12 50
64839	1101522020 - 5312101	Parks Department - Uniform Expense	23 55
65621	1101522020 - 5312101	Parks Department - Uniform Expense	9 46
		Warrant Total:	**45.51**
Warrant #: VW 00352285	**Payee Name: NELSON, TAD A.**		
11CR2283 090711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
317254 012312	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	422 50
		Warrant Total:	**601.25**
Warrant #: VW 00352288	**Payee Name: OTIS ELEVATOR CO CORP**		
TG04457212	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	2,913 84
		Warrant Total:	**2,913.84**
Warrant #: VW 00352289	**Payee Name: OWEN ELECTRIC SUPPLY**		
2645420112	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	526 11
2645420954	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	358 50
2645421039	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	150 60
2645421048	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	415 50
2645421101	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	45 00
2645421182	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	42 75
2645421258	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	364 00
2645421277	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	217 00
2645421468	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	193 16
2645421475	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	149 50
2645421535	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	40 50
2645421612	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	80 76
2645421635	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	172 00
2645421637	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	700 00
2645421655	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	1,256 50
2645421656	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	149 50
3975442272	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	38 00
		Warrant Total:	**4,899.38**
Warrant #: VW 00352290	**Payee Name: PARKS, CALVIN D**		
11CR2315 012312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total:	**325.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00352292	**Payee Name: PRINTECH INC**		
IN58049	1101159100 - 5310000	Information Technology - Supplies and Materials	342 00
IN58049	1101159100 - 5311140	Information Technology - Postage	12 94
		Warrant Total:	**354.94**
Warrant #: VW 00352293	**Payee Name: RAMIREZ, TANYA E**		
JAN 2012	1101211101 - 5481000	Administration Sheriff Dept - Contract Service	3,862 50
		Warrant Total:	**3,862.50**
Warrant #: VW 00352294	**Payee Name: RIGDON, SHANE**		
1/10-13/12 TRVL	1101126100 - 5496301	District Clerk - Auto Mileage	472 35
		Warrant Total:	**472.35**
Warrant #: VW 00352296	**Payee Name. SAENZ, ALVIN N**		
11CR0880 011712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
		Warrant Total:	**585.00**
Warrant #: VW 00352298	**Payee Name: SANTA FE AUTO PARTS INC**		
74796	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	583 73
74864	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	48 97
74895	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	16 32
76925	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	304 79
77416	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	33 64
77481	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	13 86
77517	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	5 75
		Warrant Total:	**1,007.06**
Warrant #: VW 00352300	**Payee Name: SCHWAB, TAYLOR**		
10CR1409 012012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**357 50**
Warrant #: VW 00352301	**Payee Name: SCOTT, SHELBY**		
11CR2359 011812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	828 75
317615 011712	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
		Warrant Total:	**1,023.75**
Warrant #: VW 00352303	**Payee Name: SEASIDE ENTERPRISES INC**		
193443	1101544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	19 18
193966	1101544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	77 37
194743	1101544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	19 18
		Warrant Total:	**115.73**
Warrant #: VW 00352304	**Payee Name: SHERMAN WATKINS PLLC**		
09CR1760 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
11CR0218 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	715 00
		Warrant Total:	**1,105.00**
Warrant #: VW 00352308	**Payee Name: STACEY VALDEZ & ASSOCIATES PLLC**		
11CR2393 011812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	295 00
		Warrant Total:	**295.00**
Warrant #: VW 00352312	**Payee Name: STEVENS, MARK W**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
11CR1219 012312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	474 50
316778 012012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	111 50
		Warrant Total:	**586.00**
Warrant #: VW 00352313	**Payee Name: STICKLER, TOMMY JAMES**		
11CR1935 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**390 00**
Warrant #: VW 00352314	**Payee Name: SUHLER, DAVID**		
08CR1475 012012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	345 00
11CR1061 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,005 00
		Warrant Total:	**1,350.00**
Warrant #: VW 00352315	**Payee Name: SUMMERLIN LAW FIRM PLLC**		
11CR0151 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	503 75
11CR2485 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,706 25
11CR2752 122011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	650 00
11CR3571 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**3,152.50**
Warrant #: VW 00352316	**Payee Name: SUN COAST RESOURCES INC**		
91162201	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	4,652 76
91162914	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	5,120 08
		Warrant Total:	**9,772.84**
Warrant #: VW 00352317	**Payee Name: SUNGARD PUBLIC SECTOR INC**		
45853	1101159100 - 5423500	Information Technology - Maintenance of Software	8,630 18
		Warrant Total:	**8,630.18**
Warrant #: VW 00352318	**Payee Name: TASER INTERNATIONAL INC**		
S11273860	1101211143 - 5423000	Patrol Division - Maint/Repairs Equipment	350 00
		Warrant Total:	**350.00**
Warrant #: VW 00352319	**Payee Name: TEXAS DISTRICT COURT ALLIANCE**		
2012 DUES MURRAY	1101126100 - 5498000	District Clerk - Membership And Dues	50 00
		Warrant Total:	**50.00**
Warrant #: VW 00352320	**Payee Name: TILTON II, BRADLEY W**		
10FD1767	1101000000 - 2291104	General Fund - DC-Refunds of Fees	1 50
		Warrant Total:	**1.50**
Warrant #: VW 00352321	**Payee Name: TORRES, ROBERTO**		
214735 011212	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	585 00
		Warrant Total:	**585.00**
Warrant #: VW 00352322	**Payee Name: TRAPP, ROBERT HILL**		
122211 MLG	1101121000 - 5499302	Justice Administration - Second Admin Dist	124 32
		Warrant Total:	**124.32**
Warrant #: VW 00352324	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
900001581295	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 01/31/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00352325	**Payee Name: TYLER TECHNOLOGIES - THE SOFTWARE**		
020191591	1101159100 - 5754103	Information Technology - JLE Project	15,210 00
		Warrant Total:	**15,210.00**
Warrant #: VW 00352326	**Payee Name: UTMB**		
708X24012046	1101121000 - 5412115	Justice Administration - Psychological Exam	800 00
		Warrant Total:	**800.00**
Warrant #: VW 00352330	**Payee Name: WEST PUBLISHING CORPORATION**		
824188210	1101126100 - 5317000	District Clerk - Books & Periodicals	68 00
		Warrant Total:	**68.00**
Warrant #: VW 00352331	**Payee Name: XEROX CORPORATION**		
COG2001A2	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	63,666 54
		Warrant Total:	**63,666.54**
Warrant #: VW 00352332	**Payee Name: ZENDEH DEL AND ASSOCIATES PLLC**		
JAIL DKT 012012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	950 00
		Warrant Total:	**950.00**
		FUND 1101 TOTAL:	**217,200.69**

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00352198	**Payee Name: BOSWORTH PAPERS INC**		
1253786	2102114020 - 5310000	County Clerk Records Mangement - Supplies and Materials	176 78
		Warrant Total:	**176.78**
		FUND 2102 TOTAL:	**176.78**

FUND: 2131 DA Seized Funds Afte Aft 10/89

Warrant #: VW 00352279	**Payee Name: MOODY GARDENS INC**		
40158	2131127132 - 5495112	DA Seized Funds Afte Aft 10/89 - Training	2,436 00
		Warrant Total:	**2,436.00**
		FUND 2131 TOTAL:	**2,436.00**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00352297	**Payee Name: SALINSKY LAW OFFICES**		
08FD2799 011812	2212125300 - 5432011	Mediation Services - Mediation Services	350 00
11FD0958 010512	2212125300 - 5432011	Mediation Services - Mediation Services	750 00
		Warrant Total:	**1,100 00**
Warrant #: VW 00352323	**Payee Name: TURNER MEDIATION**		
J82110056 010512	2212125300 - 5432011	Mediation Services - Mediation Services	175 00
		Warrant Total:	**175.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00352328	**Payee Name: WALKER, MARGARET W.**		
12CP0001 011912	2212125300 - 5432011	Mediation Services - Mediation Services	350 00
		Warrant Total:	**350.00**
		FUND 2212 TOTAL:	**1,625.00**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00352192	**Payee Name: BAY AREA RECOVERY CENTER**		
10690	2220255100 - 5481000	Adult Probation - Contract Service	1,639 00
		Warrant Total:	**1,639.00**
		FUND 2220 TOTAL:	**1,639.00**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00352183	**Payee Name: ABL MANAGEMENT INC**		
188328	2230256118 - 5314301	Detention - Kitchen Supplies	58 86
188328	2230256118 - 5481199	Detention - Food Service Contract	2,015 77
188328	2230256119 - 5481199	Post Program - Food Service Contract	543 58
188328	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	113 17
		Warrant Total:	**2,731.38**
Warrant #: VW 00352215	**Payee Name: DAVISON, AMRI**		
010912 CRT RPTR	2230256130 - 5431121	Court - Court Reporter Expense	1,139 76
		Warrant Total:	**1,139.76**
Warrant #: VW 00352295	**Payee Name: RUSCELLI, VINCENT**		
1/5,9/12 SRVC	2230256105 - 5412114	Juv Justice - Administration - Psychological Evaluations/	400 00
		Warrant Total:	**400.00**
Warrant #: VW 00352299	**Payee Name: SCHULTZ, MARILYN**		
011712 SRVC	2230256100 - 5412114	Juvenile Justice - Psychological Evaluations/Cert	350 00
		Warrant Total:	**350.00**
		FUND 2230 TOTAL:	**4,621.14**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #: VW 00352233	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
329440 JAN DRAW	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	300 00
329442	2242211124 - 5600500	Sheriff's Seizure Aft 10/89 - Petty Cash	600 00
		Warrant Total:	**900.00**
Warrant #: VW 00352237	**Payee Name. GT DISTRIBUTORS INC**		
INV0383323	2242211124 - 5310001	Sheriff's Seizure Aft 10/89 - Depart Supplies-Non Cap FFE	2,169 90
		Warrant Total:	**2,169.90**

Invoice Number	Account Info		Amount
		FUND 2242 TOTAL:	**3,069.90**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000348 **Payee Name: KEYWORTHS HARDWARE INC**

000113555	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	30 68
000113556	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	3 89
		Warrant Total.	**34.57**

Warrant #: VW 00352187 **Payee Name: ALWAYS SAFETY AND 1ST AID INC**

28238	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,110 70
		Warrant Total:	**1,110.70**

Warrant #: VW 00352191 **Payee Name: B & B ICE INC**

3786309	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	50 00
3798607	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	50 00
3819424	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	50 00
		Warrant Total:	**150.00**

Warrant #: VW 00352193 **Payee Name: BAYGAS INC**

9457	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	81 38
		Warrant Total:	**81.38**

Warrant #: VW 00352206 **Payee Name: CENTURY ASPHALT LTD**

154581	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	17,522 77
		Warrant Total:	**17,522.77**

Warrant #: VW 00352207 **Payee Name: CHERRY CRUSHED CONCRETE**

1005841	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,133 68
		Warrant Total:	**3,133.68**

Warrant #: VW 00352216 **Payee Name: DIAMOND HOSES INC**

0873	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	51 42
0885	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	81 91
		Warrant Total:	**133.33**

Warrant #: VW 00352227 **Payee Name: FILLINGAME INC**

IVC40902	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	129 00
		Warrant Total:	**129.00**

Warrant #: VW 00352231 **Payee Name: G & K SERVICES**

1030777048	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	166 21
		Warrant Total:	**166.21**

Warrant #: VW 00352232 **Payee Name: G NEIL COMPANIES**

INV0126762	2301312110 - 5310000	Administration - Supplies and Materials	97 36
		Warrant Total:	**97.36**

Warrant #: VW 00352245 **Payee Name: HI-WAY EQUIPMENT COMPANY LLC**

H34546	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	276 45

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**276.45**
Warrant #: VW 00352246	**Payee Name: HOME DEPOT**		
0020847	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	54 90
		Warrant Total:	**54.90**
Warrant #: VW 00352253	**Payee Name: JMB TIRE AND APPLIANCE CO**		
047152	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	300 44
		Warrant Total:	**300.44**
Warrant #: VW 00352269	**Payee Name: MARTIN RESOURCE MANAGEMENT**		
292752	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	3,240 30
292753	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	3,662 40
292754	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,127 30
292970	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	1,995 00
292971	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,767 80
292973	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	3,607 80
		Warrant Total:	**17,400.60**
Warrant #: VW 00352274	**Payee Name: MCREE FORD INC**		
357424	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	120 85
		Warrant Total:	**120.85**
Warrant #: VW 00352282	**Payee Name: MUNICIPAL SIGNS INC**		
0012142	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	407 40
		Warrant Total:	**407.40**
Warrant #: VW 00352287	**Payee Name: NORTHERN TOOL EQUIPMENT COMPANY**		
3023	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	469 98
		Warrant Total:	**469.98**
Warrant #: VW 00352291	**Payee Name: PATTERSON PLUMBING INC**		
61454	2301312120 - 5424000	FM & Lateral Road - Maint & Repairs Buildings	234 00
		Warrant Total:	**234.00**
Warrant #: VW 00352298	**Payee Name: SANTA FE AUTO PARTS INC**		
75368	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	209 80
75382	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	74 00
75656	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	17 97
75887	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	36 00
75927	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	380 67
75958	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	113 45
75973	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	37 50
76379	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	124 10
76408	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	94 33
76911	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	67 50
76962	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	26 61
77016	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	538 16
77019	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	520 54
77043	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	32 99
		Warrant Total:	**2,273.62**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00352303	**Payee Name: SEASIDE ENTERPRISES INC**		
194744	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	16 23
		Warrant Total:	**16.23**
Warrant #: VW 00352305	**Payee Name: SOUTHEAST TEXAS ASSOCIATION OF PUBLIC**		
4/29-5/2/12 SOWA	2301312110 - 5496100	Administration - Travel	300 00
		Warrant Total:	**300.00**
Warrant #: VW 00352306	**Payee Name: SOUTHWEST T & I INC**		
1946277	2301312110 - 5481000	Administration - Contract Service	243 60
		Warrant Total:	**243.60**
		FUND 2301 TOTAL:	**44,657.07**

FUND: 2370 Flood Control Fund

Warrant #: VW 00000348	**Payee Name: KEYWORTHS HARDWARE INC**		
000112402	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	28 98
000113197	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	102 30
000113216	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	18 87
000114507	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	10 49
		Warrant Total:	**160.64**
Warrant #: VW 00352189	**Payee Name: AMERICAN FENCE AND SUPPLY CO**		
000143153	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	137 40
		Warrant Total:	**137.40**
Warrant #: VW 00352193	**Payee Name: BAYGAS INC**		
069594	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	627 84
		Warrant Total:	**627.84**
Warrant #: VW 00352267	**Payee Name: MAINLAND TOOL AND SUPPLY INC**		
0138854201	2370296121 - 5426100	Seawall Maintenance - Equipment Rental/Lease	68 93
01438854500	2370296121 - 5426100	Seawall Maintenance - Equipment Rental/Lease	42 00
		Warrant Total:	**110.93**
Warrant #: VW 00352287	**Payee Name: NORTHERN TOOL EQUIPMENT COMPANY**		
3025	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	169 99
		Warrant Total:	**169.99**
Warrant #: VW 00352302	**Payee Name: SEABREEZE CULVERT INC**		
34222	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	562 75
		Warrant Total:	**562.75**
Warrant #: VW 00352309	**Payee Name: STANDARD STEEL SUPPLY INC**		
520201	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	51 75
		Warrant Total:	**51.75**
		FUND 2370 TOTAL:	**1,821.30**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
FUND: 2410 Mosquito Control District Fund			
Warrant #: VW 00352246	**Payee Name: HOME DEPOT**		
0024904	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	69.98
		Warrant Total:	**69.98**
Warrant #: VW 00352254	**Payee Name: JOHNSON AUTOMOTIVE SUPPLY AND PAINT**		
275950	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	79 09
		Warrant Total:	**79.09**
Warrant #: VW 00352272	**Payee Name: MATHESON TRI-GAS INC**		
03859138	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	92 37
		Warrant Total:	**92.37**
Warrant #: VW 00352329	**Payee Name: WAUKESHA-PEARCE IND INC**		
25397092	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	738 07
		Warrant Total:	**738.07**
		FUND 2410 TOTAL:	**979.51**
FUND: 2420 Indigent Health Care Fund			
Warrant #: VW 00352310	**Payee Name: STATE OF TEXAS**		
14819672	2420440110 - 5481022	Indigent Health Care Fund - Indigent Health Care Srv	531,220 00
		Warrant Total:	**531,220.00**
		FUND 2420 TOTAL:	**531,220.00**
FUND: 2824 Adult Probation Community			
Warrant #: VW 00352184	**Payee Name: ADULT PSYCHIATRIC CLINIC**		
DEC 2011	2824255136 - 5481000	Sex Offender Supervision - Contract Service	3,520 00
		Warrant Total:	**3,520.00**
Warrant #: VW 00352192	**Payee Name: BAY AREA RECOVERY CENTER**		
10690	2824255110 - 5481000	Special Substance Abuse - Contract Service	1,354 00
		Warrant Total:	**1,354.00**
Warrant #: VW 00352201	**Payee Name: BROWN, JUDY**		
DEC 2011 MLG	2824255136 - 5496301	Sex Offender Supervision - Auto Mileage	48 96
		Warrant Total:	**48.96**
Warrant #: VW 00352236	**Payee Name: GRANGER, ROSSLYN N**		
DEC 2011	2824255136 - 5481000	Sex Offender Supervision - Contract Service	480 00
		Warrant Total:	**480.00**
Warrant #: VW 00352277	**Payee Name: MILLER, JARVIS**		
DEC 2011 MLG	2824255110 - 5496301	Special Substance Abuse - Auto Mileage	111 18
		Warrant Total:	**111.18**

Invoice Number	Account Info		Amount
		FUND 2824 TOTAL:	**5,514.14**
FUND: 2841 Juvenile Probation-State Aid			
Warrant #: VW 00352239	**Payee Name: GULF COAST CENTER**		
DEC 2011 MH	2841256110 - 5436107	State Aid Grant A - Outpatient Counseling	7,228 75
		Warrant Total:	**7,228.75**
		FUND 2841 TOTAL:	**7,228.75**
FUND: 2848 Juv Jst Alt Education Program			
Warrant #: VW 00352240	**Payee Name: GULF COAST CENTER**		
DEC 2011 RMB	2848256144 - 5436107	Commitment Reduction Program C - Outpatient Counseling	9,186 33
		Warrant Total:	**9,186.33**
		FUND 2848 TOTAL:	**9,186.33**
FUND: 2864 Auto Crimes Task Force Grant			
Warrant #: VW 00352186	**Payee Name: ALL AMERICA SALES CORPORATION**		
61233	2864211126 - 5310001	Auto Crime Task Force - Depart Supplies-Non Cap FFE	68 88
		Warrant Total:	**68.88**
Warrant #: VW 00352286	**Payee Name: NEXTEL OF TEXAS INC**		
990957730070	2864211126 - 5492111	Auto Crime Task Force - Telephone Cellular	1,277 49
		Warrant Total:	**1,277.49**
Warrant #: VW 00352307	**Payee Name: SPRINT SPECTRUM LP**		
692298810050	2864211126 - 5492100	Auto Crime Task Force - Wireless MCT Service	435 91
		Warrant Total:	**435.91**
		FUND 2864 TOTAL:	**1,782.28**
FUND: 2892 State Homeland Security Grant			
Warrant #: VW 00352223	**Payee Name: EMERGENCY MEDICAL PRODUCTS INC**		
1433476	2892291119 - 5310000	2010 CCP Grant - Supplies and Materials	988 74
		Warrant Total:	**988.74**
		FUND 2892 TOTAL:	**988.74**
FUND: 2914 CDBG Housing Program			
Warrant #: VW 00000346	**Payee Name: DSW HOMES LLC**		
312139	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,822 32
312139	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	38,223 20

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**34,400.88**
Warrant #: VW 00352250	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
22981 011712	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,203 00
		Warrant Total:	**1,203.00**
		FUND 2914 TOTAL:	**35,603.88**

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00352251	**Payee Name: JC STONEWALL CONSTRUCTORS LP**		
3 120511 BAYVW	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-81 09
3 120511 BAYVW	2915291012 - 5741605	Generators - Bayview MUD Generator	1,621 84
		Warrant Total:	**1,540.75**
		FUND 2915 TOTAL:	**1,540.75**

FUND: 2921 Senior Citizens Grant Prog

Warrant #: VW 00352327	**Payee Name: VALLEY SERVICES INC**		
IVC000000158986	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	3,548 79
IVC000000158986	2921451156 - 5448117	Title IIIC - Raw Food/Congregate	1,700 65
IVC000000158987	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	5,116 38
IVC000000159218	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	3,648 12
IVC000000159218	2921451156 - 5448117	Title IIIC - Raw Food/Congregate	1,390 62
IVC000000159219	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	5,316 09
IVC000000159481	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	3,073 21
IVC000000159481	2921451156 - 5448117	Title IIIC - Raw Food/Congregate	1,670 55
IVC000000159482	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	4,945 20
IVC000000159656	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	17 38
IVC000000159656	2921451156 - 5448117	Title IIIC - Raw Food/Congregate	1,649 48
IVC000000159657	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	4,840 59
IVC158669	2921451156 - 5448117	Title IIIC - Raw Food/Congregate	1,962 52
		Warrant Total:	**38,879.58**
		FUND 2921 TOTAL:	**38,879.58**

FUND: 2923 Texas Feeding Texans

Warrant #: VW 00352327	**Payee Name: VALLEY SERVICES INC**		
IVC000000158671	2923451184 - 5314103	Texas Feeding Texans - Food - Supplemental	2,225 34
IVC000000159656	2923451184 - 5314103	Texas Feeding Texans - Food - Supplemental	2,775 90
		Warrant Total:	**5,001.24**
		FUND 2923 TOTAL:	**5,001.24**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00352212 **Payee Name: COBB FENDLEY & ASSOCIATES**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Info		Amount
235812	2994299761 - 5481000	Ft Travis Roadway/Walkway - Contract Service	17,043 63
236156	2994299761 - 5481000	Ft Travis Roadway/Walkway - Contract Service	26,279 68
		Warrant Total:	**43,323.31**
		FUND 2994 TOTAL:	**43,323.31**

FUND: 3100 County Capital Projects Fund

Warrant #: VW 00352325 **Payee Name: TYLER TECHNOLOGIES - THE SOFTWARE**

020191591	3100159126 - 5754103	IT Capital Projects - JLE Project	17,695 37
		Warrant Total:	**17,695.37**
		FUND 3100 TOTAL:	**17,695.37**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00352200 **Payee Name: BROWN & GAY ENGINEERS, INC.**

1211271	3312312111 - 5731173	Non-County Roads - 6th Street	7,329 81
		Warrant Total:	**7,329.81**

Warrant #: VW 00352202 **Payee Name: BUCKNER, JAMES ERNEST**

PARCEL135	3312000000 - 2295020	Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	3,274 00
		Warrant Total:	**3,274.00**

Warrant #: VW 00352242 **Payee Name: HALFF ASSOCIATES**

H158727	3312312111 - 5731132	Non-County Roads - Stewart Rd-75th to Cove View	20,927 27
		Warrant Total:	**20,927.27**
		FUND 3312 TOTAL:	**31,531.08**

FUND: 6130 Self Insurance Reserve Fund

Warrant #: VW 00352224 **Payee Name: FARMERS TEXAS COUNTY MUTUAL INSURANCE**

090211 DAMAGES	6130151431 - 5491731	General Self Insurance - Insurance Auto Liability	1,015 05
		Warrant Total:	**1,015.05**
		FUND 6130 TOTAL:	**1,015.05**

FUND: 7605 Escrow Fund

Warrant #: VW 00352190 **Payee Name: AUSTGEN, JESSICA**

316949	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	200 00
		Warrant Total:	**200.00**

Warrant #: VW 00352209 **Payee Name: CITY OF TEXAS CITY**

383431	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	104 26
		Warrant Total:	**104.26**

Warrant #: VW 00352229 **Payee Name: FLAMINGO ISLES MUNICIPAL UTILITY**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Invoice Number	Account Into		Amount
SHRF SL020111	7605000000 - 2495785	Escrow Fund - TX SL 09TX0655	1,979 31
		Warrant Total:	**1,979.31**
Warrant #: VW 00352284	**Payee Name: MURPHY USA**		
305934	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	30 00
		Warrant Total:	**30.00**
Warrant #: VW 00352311	**Payee Name: STATE OF TEXAS**		
NOV 11 VICT COMP	7605000000 - 2476099	Escrow Fund - Victims Auxiliary Fund	474 04
		Warrant Total:	**474.04**
		FUND 7605 TOTAL:	**2,787.61**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Summary of All Funds

Fund		Amount
1101	General Fund	217,200 69
2102	Co Clerk Rec Mgt & Pres Fund	176 78
2131	DA Seized Funds Afte Aft 10/89	2,436 00
2212	Mediation Services Prog Fund	1,625 00
2220	Adult Probation Fund	1,639 00
2230	Juvenile Justice Fund	4,621 14
2242	Sheriff's Seizure Aft 10/89	3,069 90
2301	Road & Bridge Fund	44,657 07
2370	Flood Control Fund	1,821 30
2410	Mosquito Control District Fund	979 51
2420	Indigent Health Care Fund	531,220 00
2824	Adult Probation Community	5,514 14
2841	Juvenile Probation-State Aid	7,228 75
2848	Juv Jst Alt Education Program	9,186 33
2864	Auto Crimes Task Force Grant	1,782 28
2892	State Homeland Security Grant	988 74
2914	CDBG Housing Program	35,603 88
2915	CDBG Infrastructure Program	1,540 75
2921	Senior Citizens Grant Prog	38,879 58
2923	Texas Feeding Texans	5,001 24
2994	Disaster Recovery - Ike	43,323 31
3100	County Capital Projects Fund	17,695 37
3312	Unltd Tax Road Bonds Sr 2009	31,531 08
6130	Self Insurance Reserve Fund	1,015 05
7605	Escrow Fund	2,787 61
	Grand Total:	**1,011,524.50**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/31/2012

Approved Order to pay by Commissioners Court this day February 7, 2012

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

abstained

Patrick Doyle, Galveston County Commissioner, Pct 1

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

abstained

Stephen D. Holmes, Galveston County Commissioner, Pct 3

ATTEST:

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352183	702471	ABL MANAGEMENT INC	01/31/12	20,948 74	MW	OH		
A200352184	432263	ADULT PSYCHIATRIC CLINIC	01/31/12	3 520 00	MW	OH		
A200352185	712322	ALANIZ, SELINA A	01/31/12	263 25	MW	OH	B7	
A200352186	017004	ALL AMERICA SALES CORPORATION	01/31/12	68 88	MW	OH		
A200352187	707451	ALWAYS SAFETY AND 1ST AID INC	01/31/12	1,110 70	MW	OH		
A200352188	700627	AMERICAN ASSOCIATION OF NOTAR	01/31/12	85 94	MW	OH		
A200352189	013037	AMERICAN FENCE AND SUPPLY CO	01/31/12	137 40	MW	OH		
A200352190	714242	AUSTGEN, JESSICA	01/31/12	200 00	MW	OH		
A200352191	709331	B & B ICE INC	01/31/12	150 00	MW	OH		
A200352192	432285	BAY AREA RECOVERY CENTER	01/31/12	2,993 00	MW	OH		
A200352193	026047	BAYGAS INC	01/31/12	709 22	MW	OH		
A200352194	401969	BENNETT, JAMES M	01/31/12	357 50	MW	OH	B7	
A200352195	705535	BLEYL, AMY RUTH WILSON	01/31/12	487 50	MW	OH	B7	
A200352196	712331	BOILER SPECIALISTS SALES & SE	01/31/12	3,534 20	MW	OH		
A200352197	704349	BOORSTEIN, BARRY	01/31/12	10 151 75	MW	OH	B7	
A200352198	401759	BOSWORTH PAPERS INC	01/31/12	176 78	MW	OH		
A200352199	024240	BROOKSIDE EQUIP SALES INC	01/31/12	111 96	MW	OH		
A200352200	711498	BROWN & GAY ENGINEERS, INC	01/31/12	7,329 81	MW	OH		
A200352201	431895	BROWN, JUDY	01/31/12	48 96	MW	OH		
A200352202	714249	BUCKNER, JAMES ERNEST	01/31/12	3 274 00	MW	OH		
A200352203	706200	CASTILLO, MARK A	01/31/12	257 75	MW	OH	B7	
A200352204	712544	CAVAZOS, LUIS A	01/31/12	100 00	MW	OH	RE	
A200352205	701478	CDW GOVERNMENT INC	01/31/12	400 71	MW	OH		
A200352206	708965	CENTURY ASPHALT LTD	01/31/12	17,522 77	MW	OH		
A200352207	712596	CHERRY CRUSHED CONCRETE	01/31/12	3,133 68	MW	OH		
A200352208	405049	CHERRY MOVING COMPANY	01/31/12	150 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352209	713379	CITY OF TEXAS CITY	01/31/12	104 26	MW	OH		
A200352210	033290	CLARK, DIANE	01/31/12	2 184 00	MW	OH	B7	
A200352211	712273	CLEMENTS, CLYDE WESLEY	01/31/12	1,470 00	MW	OH	B7	
A200352212	707069	COBB FENDLEY & ASSOCIATES	01/31/12	43 323 31	MW	OH		
A200352213	709399	COBURN SUPPLY COMPANY INC	01/31/12	33 00	MW	OH		
A200352214	702713	COCHRAN, WINSTON E JR	01/31/12	698 75	MW	OH	B7	
A200352215	710679	DAVISON, AMRI	01/31/12	1,139 76	MW	OH	B7	
A200352216	714241	DIAMOND HOSES INC	01/31/12	133 33	MW	OH		
A200352217	409861	DIAMOND SHAMROCK	01/31/12	259 02	MW	OH		
A200352218	706718	DOLPHIN CHEMICAL & SUPPLY COM	01/31/12	187 90	MW	OH		
A200352219	400793	DOW JONES AND COMPANY INC	01/31/12	187 20	MW	OH		
A200352220	708361	DRAGONY, RACHEL ANN	01/31/12	910 00	MW	OH	B7	
A200352221	402798	DSG INC	01/31/12	660 00	MW	OH		
A200352222	713387	DUPUY, CHRISTOPHER	01/31/12	77 82	MW	OH		
A200352223	713881	EMERGENCY MEDICAL PRODUCTS IN	01/31/12	988 74	MW	OH		
A200352224	714148	FARMERS TEXAS COUNTY MUTUAL I	01/31/12	1,015 05	MW	OH		
A200352225	061028	FAULIN DOUGLAS E	01/31/12	657 00	MW	OH	B7	
A200352226	062067	FEDEX CORP	01/31/12	149 76	MW	OH		
A200352227	407685	FILLINGAME INC	01/31/12	129 00	MW	OH		
A200352228	709477	FISHER, DENA LAURA	01/31/12	1,332 50	MW	OH	B7	
A200352229	713848	FLAMINGO ISLES MUNICIPAL UTIL	01/31/12	1,979 31	MW	OH		
A200352230	713707	FRYE STEIDLEY OAKS AND BENAVI	01/31/12	227 50	MW	OH	B7	
A200352231	704625	G & K SERVICES	01/31/12	166 21	MW	OH		
A200352232	402654	G NEIL COMPANIES	01/31/12	97 36	MW	OH		
A200352233	406195	GALVESTON COUNTY SHERIFF'S DE	01/31/12	912 41	MW	OH		
A200352234	701571	GELB, JEFFREY	01/31/12	585 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352235	705919	GHG CORPORATION	01/31/12	475 00	MW	OH		
A200352236	704961	GRANGER, ROSSLYN N	01/31/12	480 00	MW	OH		
A200352237	703352	GT DISTRIBUTORS INC	01/31/12	2,169 90	MW	OH	B7	
A200352238	711411	GUCWA, CHRISTINA MARIE	01/31/12	3,334 50	MW	OH	B7	
A200352239	400782	GULF COAST CENTER	01/31/12	7,228 75	MW	OH		
A200352240	400782	GULF COAST CENTER	01/31/12	9,186 33	MW	OH		
A200352241	701592	GULF COAST CENTURY	01/31/12	2,880 00	MW	OH		
A200352242	700466	HALFF ASSOCIATES	01/31/12	20,927 27	MW	OH		
A200352243	082180	HEALEY JAMES SEAN	01/31/12	850 00	MW	OH	B7	
A200352244	705115	HENRY, THERESA	01/31/12	438 75	MW	OH	B7	
A200352245	710193	HI-WAY EQUIPMENT COMPANY LLC	01/31/12	276 45	MW	OH		
A200352246	409105	HOME DEPOT	01/31/12	124 88	MW	OH		
A200352247	707488	IBRAHIM & ELLIOTT LLP	01/31/12	308 75	MW	OH	B7	
A200352248	703727	INFOSAT COMMUNICATIONS	01/31/12	43 68	MW	OH		
A200352249	407630	JACKSON, CALVIN C	01/31/12	3 646 50	MW	OH	B7	
A200352250	409049	JAHN-GALVESTON INSURANCE AGEN	01/31/12	1,203 00	MW	OH		
A200352251	708957	JC STONEWALL CONSTRUCTORS LP	01/31/12	1,540 75	MW	OH		
A200352252	709951	JIMENEZ, JOAQUIN	01/31/12	97 50	MW	OH	B7	
A200352253	402937	JMB TIRE AND APPLIANCE CO	01/31/12	300 44	MW	OH		
A200352254	404661	JOHNSON AUTOMOTIVE SUPPLY AND	01/31/12	79 09	MW	OH		
A200352255	701979	JONES LAW FIRM	01/31/12	950 00	MW	OH	B7	
A200352256	712256	KIESCHNICK, JONATHAN C	01/31/12	292 50	MW	OH	B7	
A200352257	402386	KLEEN JANITORIAL SUPPLY COMPA	01/31/12	1,625 74	MW	OH		
A200352258	712831	LAW OFFICE OF ALEX BILL III	01/31/12	471 25	MW	OH	B7	
A200352259	711176	LAW OFFICE OF CS HALL PLLC	01/31/12	308 75	MW	OH	B7	
A200352260	710869	LAW OFFICE OF LINDSAY R LOPEZ	01/31/12	406 25	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352261	708815	LAW OFFICE OF PAUL B KENNEDY	01/31/12	11,143 60	MW	OH	B7	
A200352262	713813	LAWYERS TITLE	01/31/12	200 00	MW	OH		
A200352263	706067	LCR-M LIMITED PARTNERSHIP	01/31/12	25 77	MW	OH		
A200352264	123026	LIGGIOS TIRE AND SERVICE CENT	01/31/12	3,822 51	MW	OH		
A200352265	707090	LINEBARGER GOGGAN BLAIR & SAM	01/31/12	4,251 60	MW	OH		
A200352266	705152	LOVE, PAUL	01/31/12	280 00	MW	OH	B7	
A200352267	136192	MAINLAND TOOL AND SUPPLY INC	01/31/12	110 93	MW	OH		
A200352268	709125	MALONEY & PARKS LLP	01/31/12	1,657 50	MW	OH	B7	
A200352269	710378	MARTIN RESOURCE MANAGEMENT CO	01/31/12	17,400 60	MW	OH		
A200352270	704124	MARTIN THOMAS A	01/31/12	862 75	MW	OH	B7	
A200352271	705424	MASTER WORD SERVICE INC	01/31/12	4,610 54	MW	OH		
A200352272	407317	MATHESON TRI-GAS INC	01/31/12	92 37	MW	OH		
A200352273	712267	MCBRIDE LAW FIRM	01/31/12	260 00	MW	OH	B7	
A200352274	131029	MCREE FORD INC	01/31/12	120 85	MW	OH		
A200352275	713348	MELAMED, SANFORD	01/31/12	533 00	MW	OH	B7	
A200352276	714239	MERRITT, JACOB	01/31/12	43 00	MW	OH		
A200352277	705354	MILLER JARVIS	01/31/12	111 18	MW	OH		
A200352278	711805	MILLER, ROBERT DAVID	01/31/12	861 25	MW	OH	B7	
A200352279	430594	MOODY GARDENS INC	01/31/12	2,436 00	MW	OH		
A200352280	401421	MOODY NATIONAL BANK	01/31/12	57 20	MW	OH		
A200352281	405987	MUELLER, DINAH J	01/31/12	338 00	MW	OH	B7	
A200352282	193151	MUNICIPAL SIGNS INC	01/31/12	407 40	MW	OH		
A200352283	710385	MUNRO'S UNIFORM SERVICES LTD	01/31/12	45 51	MW	OH		
A200352284	712800	MURPHY USA	01/31/12	30 00	MW	OH		
A200352285	711656	NELSON, TAD A	01/31/12	601 25	MW	OH	B7	
A200352286	407073	NEXTEL OF TEXAS INC	01/31/12	1,277 49	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352287	409667	NORTHERN TOOL EQUIPMENT COMPA	01/31/12	639 97	MW	OH		
A200352288	401873	OTIS ELEVATOR CO CORP	01/31/12	2,913 84	MW	OH		
A200352289	400105	OWEN ELECTRIC SUPPLY	01/31/12	4,899 38	MW	OH		
A200352290	714074	PARKS CALVIN D	01/31/12	325 00	MW	OH	B7	
A200352291	406141	PATTERSON PLUMBING INC	01/31/12	234 00	MW	OH		
A200352292	706331	PRINTECH INC	01/31/12	354 94	MW	OH		
A200352293	707699	RAMIREZ, TANYA E	01/31/12	3,862 50	MW	OH	B7	
A200352294	713131	RIGDON, SHANE	01/31/12	472 35	MW	OH		
A200352295	410635	RUSCELLI, VINCENT	01/31/12	400 00	MW	OH		
A200352296	403785	SAENZ, ALVIN N	01/31/12	585 00	MW	OH	B7	
A200352297	711244	SALINSKY LAW OFFICES	01/31/12	1,100 00	MW	OH	B7	
A200352298	191023	SANTA FE AUTO PARTS INC	01/31/12	3 280 68	MW	OH		
A200352299	707539	SCHULTZ, MARILYN	01/31/12	350 00	MW	OH		
A200352300	702664	SCHWAB, TAYLOR	01/31/12	357 50	MW	OH	B7	
A200352301	701888	SCOTT, SHELBY	01/31/12	1,023 75	MW	OH	B7	
A200352302	192088	SEABREEZE CULVERT INC	01/31/12	562 75	MW	OH		
A200352303	192146	SEASIDE ENTERPRISES INC	01/31/12	131 96	MW	OH		
A200352304	713490	SHERMAN WATKINS PLLC	01/31/12	1,105 00	MW	OH	B7	
A200352305	703586	SOUTHEAST TEXAS ASSOCIATION O	01/31/12	300 00	MW	OH		
A200352306	713129	SOUTHWEST T & I INC	01/31/12	243 60	MW	OH		
A200352307	707542	SPRINT SPECTRUM LP	01/31/12	435 91	MW	OH		
A200352308	707013	STACEY VALDEZ & ASSOCIATES PL	01/31/12	295 00	MW	OH	B7	
A200352309	194159	STANDARD STEEL SUPPLY INC	01/31/12	51 75	MW	OH		
A200352310	405006	STATE OF TEXAS	01/31/12	531 220 00	MW	OH		
A200352311	405006	STATE OF TEXAS	01/31/12	474 04	MW	OH		
A200352312	194514	STEVENS, MARK W	01/31/12	586 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352313	709091	STICKLER, TOMMY JAMES	01/31/12	390 00	MW	OH	B7	
A200352314	702839	SUHLER, DAVID	01/31/12	1,350.00	MW	OH	B7	
A200352315	712040	SUMMERLIN LAW FIRM PLLC	01/31/12	3,152 50	MW	OH	B7	
A200352316	405722	SUN COAST RESOURCES INC	01/31/12	9,772 84	MW	OH		
A200352317	707408	SUNGARD PUBLIC SECTOR INC	01/31/12	8,630 18	MW	OH		
A200352318	706657	TASER INTERNATIONAL INC	01/31/12	350 00	MW	OH		
A200352319	701853	TEXAS DISTRICT COURT ALLIANCE	01/31/12	50 00	MW	OH		
A200352320	714165	TILTON II, BRADLEY W	01/31/12	1 50	MW	OH		
A200352321	700583	TORRES, ROBERTO	01/31/12	585 00	MW	OH	B7	
A200352322	713732	TRAPP, ROBERT HILL	01/31/12	124 32	MW	OH	EX	
A200352323	701360	TURNER MEDIATION	01/31/12	175 00	MW	OH	B7	
A200352324	703929	TXU ENERGY RETAIL COMPANY LP	01/31/12	100 00	MW	OH		
A200352325	710045	TYLER TECHNOLOGIES - THE SOFT	01/31/12	32,905 37	MW	OH		
A200352326	402812	UTMB	01/31/12	800 00	MW	OH	MH	
A200352327	703768	VALLEY SERVICES INC	01/31/12	43,880 82	MW	OH		
A200352328	702057	WALKER, MARGARET W	01/31/12	350 00	MW	OH	B7	
A200352329	231167	WAUKESHA-PEARCE IND INC	01/31/12	738 07	MW	OH		
A200352330	701533	WEST PUBLISHING CORPORATION	01/31/12	68 00	MW	OH		
A200352331	242016	XEROX CORPORATION	01/31/12	63,666 54	MW	OH		
A200352332	712998	ZENDEH DEL AND ASSOCIATES PLL	01/31/12	950 00	MW	OH	B7	

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

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	972,304 08	Number of Checks Processed	150
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	972,304 08		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000345	161059	BOB PAGAN FORD INC	01/31/12	3,911 33	CX	OH		
F600000346	711931	DSW HOMES LLC	01/31/12	34,400 88	CX	OH		
F600000347	071118	GALVESTON NEWSPAPERS INC	01/31/12	168 00	CX	OH		
F600000348	403006	KEYWORTHS HARDWARE INC	01/31/12	195 21	CX	OH		
F600000349	705097	LONE STAR UNIFORMS INC	01/31/12	545 00	CX	OH		

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	39 220 42	Number of Checks Processed	5
S U B T O T A L	39,220 42		

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	972,304 08	Number of Checks Processed	150
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	39,220 42	Number of Checks Processed	5
G R A N D T O T A L	1011,524 50		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000350	**Payee Name: BOB PAGAN FORD INC**		
229940	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	45 08
230911	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	539 34
		Warrant Total:	**584.42**
Warrant #: VW 00000352	**Payee Name: GALVESTON NEWSPAPERS INC**		
0018351	1101190100 - 5310000	County Engineer - Supplies and Materials	168 00
		Warrant Total:	**168.00**
Warrant #: VW 00000353	**Payee Name: LAW OFFICE OF KATHRYN BRADFIELD LANAN**		
11CP0018 102012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	497 25
		Warrant Total:	**497.25**
Warrant #: VW 00000354	**Payee Name: LONE STAR UNIFORMS INC**		
237756	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	5,600 00
		Warrant Total:	**5,600.00**
Warrant #: VW 00352333	**Payee Name: A B SIGN SHOP**		
16242	1101121000 - 5310000	Justice Administration - Supplies and Materials	69 52
		Warrant Total:	**69.52**
Warrant #: VW 00352334	**Payee Name: ABL MANAGEMENT INC**		
191590	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	18,015 35
		Warrant Total:	**18,015.35**
Warrant #: VW 00352335	**Payee Name: ADOBE TITLE LLC**		
842331	1101000010 - 4414012	General Government - County Clerk Refund of Fees	12 00
		Warrant Total:	**12.00**
Warrant #: VW 00352336	**Payee Name: ALAMO TITLE COMPANY**		
840719	1101000010 - 4414012	General Government - County Clerk Refund of Fees	136 00
841064	1101000010 - 4414012	General Government - County Clerk Refund of Fees	100 00
		Warrant Total:	**236.00**
Warrant #: VW 00352337	**Payee Name: ALANIZ, SELINA A**		
JAN 2012 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**
Warrant #: VW 00352338	**Payee Name: ALBERT G. REDMOND OR PETER J. SAPIO JR.**		
2012003269	1101000010 - 4414012	General Government - County Clerk Refund of Fees	32 00
		Warrant Total:	**32.00**
Warrant #: VW 00352339	**Payee Name: ALLIED FIRE PROTECTION LP**		
PS795601	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	630 00
		Warrant Total:	**630.00**
Warrant #: VW 00352345	**Payee Name: ASSOCIATED CREDIT UNION OF TEXAS**		
840766	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00352346	**Payee Name: AUDIO VISUAL TECHNOLGIES GROUP INC**		
913413	1101159100 - 5750010	Information Technology - Video Services	7,209.53
		Warrant Total:	**7,209.53**
Warrant #: VW 00352347	**Payee Name: B.L. ALEXANDER ENTERPRISES INC**		
8519	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	250 00
		Warrant Total:	**250.00**
Warrant #: VW 00352349	**Payee Name: BACLIFF MUNICIPAL UTILITY DISTRICT**		
10104121 012612	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	113 30
1010433 012612	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	41 21
		Warrant Total:	**154.51**
Warrant #: VW 00352352	**Payee Name: BARNETT, STEPHANIE B**		
317670 012512	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00352353	**Payee Name: BAY COLONY APARTMENTS**		
901 W FM517 1103	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00352354	**Payee Name: BEIRNE MAYNARD & PARSONS LLP**		
239149 122011	1101110000 - 5481000	General Government - Contract Service	17,969 43
		Warrant Total:	**17,969.43**
Warrant #: VW 00352355	**Payee Name: BENNETT, JAMES M**		
11CR0404 012712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	411 00
11CR3546 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	300 00
		Warrant Total:	**711.00**
Warrant #: VW 00352356	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
11CR2624 121211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total:	**325.00**
Warrant #: VW 00352360	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY**		
10002205 012712	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	270 60
10002222 012712	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	46 23
10002875 012512	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	69 35
10003863 012612	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	98 49
10004583 011612	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	69 35
10005389 012512	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	307 03
10006109 012512	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	230 50
		Warrant Total:	**1,091.55**
Warrant #: VW 00352362	**Payee Name: BOORSTEIN, BARRY**		
10CR2599 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,597 00
		Warrant Total:	**3,597.00**
Warrant #: VW 00352363	**Payee Name: BOSWORTH PAPERS INC**		
1269719	1101159100 - 5310000	Information Technology - Supplies and Materials	1,311 00
		Warrant Total:	**1,311.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00352364	**Payee Name: BRANNEN, DAVID**		
1/17-20/12 MLG	1101159100 - 5496301	Information Technology - Auto Mileage	201 59
		Warrant Total:	**201.59**
Warrant #: VW 00352366	**Payee Name: BRIGGS, LYNETTE**		
11CR0631 012412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00352367	**Payee Name: BROWN, ADAM BANKS**		
11CR2437 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	169 00
		Warrant Total:	**169.00**
Warrant #: VW 00352368	**Payee Name: BROWN, WENDY**		
JAN 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	164 28
		Warrant Total:	**164.28**
Warrant #: VW 00352372	**Payee Name: CENTERPOINT ENERGY**		
4716782 013012	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	93 01
47167838 013012	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	732 07
48091797 012712	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	356 92
48318612 03012	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	76 91
		Warrant Total:	**1,258.91**
Warrant #: VW 00352373	**Payee Name: CHAIR TAI CHI**		
BSC2112	1101451110 - 5481000	Senior Citizens - Contract Service	120 00
DSC2112	1101451110 - 5481000	Senior Citizens - Contract Service	120 00
LSC2112	1101451110 - 5481000	Senior Citizens - Contract Service	180 00
		Warrant Total:	**420.00**
Warrant #: VW 00352375	**Payee Name: CHILDRENS CENTER INC, THE**		
FCC103111	1101440100 - 5449101	Community Services - Childrens Counseling Serv	5,880 00
GCSOP103111	1101440100 - 5449101	Community Services - Childrens Counseling Serv	3,305 97
		Warrant Total:	**9,185.97**
Warrant #: VW 00352376	**Payee Name: CITY OF LAMARQUE**		
0100007676003	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
0110000495001	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	76 54
		Warrant Total:	**176.54**
Warrant #: VW 00352378	**Payee Name: CLARK, DIANE**		
07FD2442 012312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	113 75
11CP0063 012312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
11CR1766 013112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,040 00
		Warrant Total:	**1,348.75**
Warrant #: VW 00352380	**Payee Name: COBURN SUPPLY COMPANY INC**		
134542020	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	72 52
134542047	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	199 60
134555380	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	240 88
134557813	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	21 09
134559213	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	93 72
1345592131	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	139 74

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
134562540	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	22 76
134573978	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	52 00
314471989	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	77 82
314521029	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	257 73
314559393	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	99 12
314562083	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	27 74
314571531	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	33 00
CM314557005	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	-33 00
		Warrant Total:	**1,304.72**
Warrant #: VW 00352383		**Payee Name: CONZ, GLORIA**	
CM12003	1101451110 - 5481000	Senior Citizens - Contract Service	150 00
		Warrant Total:	**150.00**
Warrant #: VW 00352384		**Payee Name: COUNTY AND DISTRICT CLERKS**	
6/24-28/12 FEES	1101114000 - 5495100	County Clerk - Education	675 00
		Warrant Total:	**675.00**
Warrant #: VW 00352385		**Payee Name: CPI FOODS INC.**	
121103	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	3,050 00
22124	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	2,000 00
		Warrant Total:	**5,050.00**
Warrant #: VW 00352390		**Payee Name: DAHLENBURG, MICHAEL L**	
PR0072493	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	337 50
		Warrant Total:	**337.50**
Warrant #: VW 00352391		**Payee Name: DANESI OUTDOOR SERVICES**	
1	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	960 00
2	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	960 00
3	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	960 00
4	1101544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	960 00
		Warrant Total:	**3,840.00**
Warrant #: VW 00352393		**Payee Name: DAVID'S ISLAND**	
02296	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	6,482 00
		Warrant Total:	**6,482.00**
Warrant #: VW 00352395		**Payee Name: DIAZ, MARK A**	
11CR3160 013112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
11CR3350 011012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
11CR3401 122911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130.00
		Warrant Total:	**455.00**
Warrant #: VW 00352396		**Payee Name: DICKEY, TAMYRA**	
JAN 2012 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	64 38
		Warrant Total:	**64.38**
Warrant #: VW 00352397		**Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC**	
9635	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	126 00
9636	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	259 92
		Warrant Total:	**385.92**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00352398	**Payee Name: DONNA BROWN INVESTIGATION & RESEARCH**		
11CR1355 102611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	958 75
		Warrant Total:	**958.75**
Warrant #: VW 00352399	**Payee Name: DRAGONY, RACHEL ANN**		
11CR1890 111611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 50
		Warrant Total:	**747.50**
Warrant #: VW 00352400	**Payee Name: DUCOTE, JAMES**		
10CR3438 012312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	3,120.00
		Warrant Total:	**3,120.00**
Warrant #: VW 00352402	**Payee Name: E AND H CERAMICS**		
714780	1101451110 - 5310000	Senior Citizens - Supplies and Materials	197 87
		Warrant Total:	**197.87**
Warrant #: VW 00352404	**Payee Name: EISEN, MYNDE**		
2012185CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	30 00
		Warrant Total:	**30.00**
Warrant #: VW 00352407	**Payee Name: ENTERGY**		
3499447 01212	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	307 36
3502451 012512	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	20 36
3824548 02512	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	19 56
		Warrant Total:	**347.28**
Warrant #: VW 00352408	**Payee Name: FAUS, SALVADOR**		
11JV0123 013012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
JAIL DKT 012712	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**1,128.75**
Warrant #: VW 00352409	**Payee Name: FEDEX CORP**		
775539435	1101127100 - 5310000	District Attorney - Supplies and Materials	33 96
776304622	1101153000 - 5310000	Legal Department - Supplies and Materials	29 72
776390042	1101151500 - 5481000	Tax Assessor Collector - Contract Service	53 17
		Warrant Total:	**116.85**
Warrant #: VW 00352410	**Payee Name: FIRST BAPTIST CHURCH OF TEXAS CITY INC.**		
SRVC RMB	1101114030 - 5499201	Election Expense - Election Expense	225 00
		Warrant Total:	**225.00**
Warrant #: VW 00352411	**Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**		
32915821	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	48 28
		Warrant Total:	**48.28**
Warrant #: VW 00352412	**Payee Name: FLEMING, MARCUS J**		
01CR1353 013112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
11CR2093 102111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	341 25
		Warrant Total:	**438.75**
Warrant #: VW 00352413	**Payee Name: FOLEY, MARY ELIZABETH**		
10CR3636 012312	1101121000 - 5310000	Justice Administration - Supplies and Materials	20 03

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
10CR3636 012312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,318 42
		Warrant Total:	**1,338.45**
Warrant #. VW 00352414	**Payee Name: FOWLER, JANA K**		
012312 CRT RPTR	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	253 28
013012 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	253 28
		Warrant Total:	**506.56**
Warrant #: VW 00352415	**Payee Name: FRANCIS, MARILYN**		
90973	1101000010 - 4412010	General Government - Pre-Trial Release Agency	250 00
		Warrant Total:	**250.00**
Warrant #: VW 00352416	**Payee Name: FULK, GEORGE BYRON**		
09CR3236 012612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total:	**325.00**
Warrant #: VW 00352417	**Payee Name: GALVESTON COUNTY WCID #1**		
140060019 011712	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	53 67
220024920 012312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	99 20
220024924 012312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	197 18
230025370 012312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	66 53
		Warrant Total:	**416.58**
Warrant #: VW 00352418	**Payee Name: GALVESTON COUNTY WCID #8**		
120240 011312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	240 57
21730 011312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	25 98
21740 011312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	23 62
21760 011312	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	288 00
		Warrant Total:	**578.17**
Warrant #: VW 00352419	**Payee Name: GATES, JAMES N SR.**		
837472	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00352420	**Payee Name: GRAHAM, CARMEN A**		
08FD2400 012610	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	110 50
11CP0081 012612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
JAIL DKT 012712	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**1,353.00**
Warrant #: VW 00352422	**Payee Name: HANSEN, JUDY**		
012312 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	2,241 00
		Warrant Total:	**2,241.00**
Warrant #: VW 00352423	**Payee Name: HEERMANS, THOMAS MATHEW**		
317382 013012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	330 00
		Warrant Total:	**330 00**
Warrant #: VW 00352424	**Payee Name: HINDMAN, MARGARET**		
11CR0361 012612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,112 50
MH4052 011812	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH4052A 011812	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
MH4053 011812	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH4053A 011812	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
		Warrant Total:	**2,662.50**
Warrant #: VW 00352426	**Payee Name: HVAC MECHANICAL SERVICES OF TEXAS LTD**		
000059188	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	2,020 00
		Warrant Total:	**2,020.00**
Warrant #: VW 00352427	**Payee Name: IBRAHIM & ELLIOTT LLP**		
11CR2297 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 25
		Warrant Total:	**406.25**
Warrant #: VW 00352428	**Payee Name: ISLAND FIRE & SAFETY EQUIPMENT CO**		
23588	1101522020 - 5428000	Parks Department - Grounds Maintenance	65 99
23696	1101522020 - 5428000	Parks Department - Grounds Maintenance	65 99
		Warrant Total:	**131.98**
Warrant #: VW 00352429	**Payee Name: JACKSON, ERIN LARENA**		
11CR3442 011812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	39 00
		Warrant Total:	**39.00**
Warrant #: VW 00352430	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
0928 012011	1101151500 - 5481000	Tax Assessor Collector - Contract Service	1,976 00
		Warrant Total:	**1,976.00**
Warrant #: VW 00352431	**Payee Name: JAROTH INC**		
340635	1101159100 - 5423500	Information Technology - Maintenance of Software	78 00
		Warrant Total:	**78.00**
Warrant #: VW 00352433	**Payee Name: JONES, STACEY LEE**		
11CR2903 012412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	406 25
		Warrant Total:	**406.25**
Warrant #: VW 00352434	**Payee Name: KAUFMANN, CHARLES R**		
PR70110 011212	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225.00
		Warrant Total:	**225.00**
Warrant #: VW 00352435	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1892	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	1,025 05
		Warrant Total:	**1,025.05**
Warrant #: VW 00352436	**Payee Name: KLEEN KUT LANDSCAPE SERVICE**		
240	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	5,300 00
		Warrant Total:	**5,300.00**
Warrant #: VW 00352439	**Payee Name: LAW FIRM OF TOT KIM LE**		
314772 012712	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	461 19
317509 011912	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	208 00
		Warrant Total:	**669.19**
Warrant #: VW 00352440	**Payee Name: LAW OFFICE OF ALEX BILL III**		
316174 012712	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	260 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**260.00**
Warrant #: VW 00352441	**Payee Name: LAW OFFICE OF CHRISTOPHER JOHNSEN**		
MH4044 010412	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH4044A 010412	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH4045 122811	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4046 122111	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH4048 011812	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4050 011212	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
PR70110 011212	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	651 12
		Warrant Total:	**1,426.12**
Warrant #: VW 00352442	**Payee Name: LAW OFFICE OF DANA V DREXLER**		
MH4029 122111	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4035 122811	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4036 010512	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4037 122811	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
		Warrant Total:	**400.00**
Warrant #: VW 00352443	**Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC**		
308000 012712	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	65 00
		Warrant Total:	**65.00**
Warrant #: VW 00352444	**Payee Name: LAW OFFICE OF SHAW CLIFFORD**		
311168 011312	1101122200 - 5310000	County Court #2 - Roberts - Supplies and Materials	34 90
311168 011312	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	520 00
		Warrant Total:	**554.90**
Warrant #: VW 00352445	**Payee Name: LAW OFFICES OF D CHRIS HESSE**		
317751 012512	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	568 75
		Warrant Total:	**568.75**
Warrant #: VW 00352446	**Payee Name: LEATHERS, BILL**		
10CR1874 012412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	893.75
		Warrant Total:	**893.75**
Warrant #: VW 00352448	**Payee Name: LOVE, PAUL**		
11CR3406 011712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**65.00**
Warrant #: VW 00352451	**Payee Name: M BRUCE FORT PC**		
11CR0702 013102	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
313522 012412	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	388 50
		Warrant Total:	**746 00**
Warrant #: VW 00352452	**Payee Name: MABRY HERBECK & ROBERTS LLP**		
837353	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00352453	**Payee Name: MALONEY & PARKS LLP**		
316944 112712	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	195 00
		Warrant Total:	**195.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00352454	**Payee Name: MANNING MASONRY CO INC**		
1/20/12 SRVC	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	896 00
		Warrant Total:	**896.00**
Warrant #: VW 00352455	**Payee Name: MARION, WILLIAM DAVID**		
10CP0095 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	169 00
11CP0009 012712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
11CP0044 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
12CP0002 012712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	331.50
		Warrant Total.	**923.00**
Warrant #: VW 00352457	**Payee Name: MARTY'S CITY AUTO INC**		
10156	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	125 00
		Warrant Total:	**125.00**
Warrant #: VW 00352458	**Payee Name: MARTY'S CITY AUTO INC**		
541	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	570 00
		Warrant Total:	**570.00**
Warrant #: VW 00352461	**Payee Name: MCGUIRE, DONNA HAGOOD**		
020112 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	2,940 00
		Warrant Total:	**2,940.00**
Warrant #: VW 00352463	**Payee Name: MITCHELL CHUOKE PLUMBING CO**		
8097	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	289 00
8098	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,208 50
8115	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	975 00
		Warrant Total:	**2,472.50**
Warrant #: VW 00352464	**Payee Name: MONROE SYSTEMS FOR BUSINESS INC**		
65669A	1101151600 - 5310000	County Treasurer - Supplies and Materials	315 76
		Warrant Total:	**315.76**
Warrant #: VW 00352465	**Payee Name: MONTY NICHOLS INC**		
36031	1101190100 - 5310000	County Engineer - Supplies and Materials	156 00
		Warrant Total:	**156.00**
Warrant #: VW 00352467	**Payee Name: MORGAN, WILLIAM L.H.**		
2012180CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00352468	**Payee Name: MUELLER, DINAH J**		
11CP0026 012612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	357 50
		Warrant Total:	**357.50**
Warrant #: VW 00352470	**Payee Name: NACVSO**		
2012 FURLEIGH	1101117500 - 5498000	Veteran's Services - Membership And Dues	30 00
		Warrant Total:	**30.00**
Warrant #: VW 00352471	**Payee Name. NATIONAL COLLEGE OF PROBATE JUDGES**		
3/12-3/13 SULLIV	1101122300 - 5495100	Probate Court - Sullivan - Education	150 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**150.00**
Warrant #: VW 00352472	**Payee Name: NELSON, TAD A.**		
10JV0028 120511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
11JV0253 010612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
11JV0266 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
		Warrant Total:	**747.50**
Warrant #: VW 00352473	**Payee Name: NEOPOST USA INC**		
13603936	1101159100 - 5310000	Information Technology - Supplies and Materials	134 00
		Warrant Total:	**134 00**
Warrant #: VW 00352474	**Payee Name: NICKELSON, LINDA J**		
292042 012712	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	308 75
		Warrant Total:	**308.75**
Warrant #: VW 00352476	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975442308	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	36 00
		Warrant Total:	**36.00**
Warrant #: VW 00352477	**Payee Name: OZARKA NATURAL SPRING WATER**		
02A0123056533	1101122300 - 5310000	Probate Court - Sullivan - Supplies and Materials	48 20
		Warrant Total:	**48.20**
Warrant #: VW 00352479	**Payee Name: PARKS, TAMRA**		
012612 CRT RPTR	1101121000 - 5431121	Justice Administration - Court Reporter Expense	253 28
		Warrant Total:	**253.28**
Warrant #: VW 00352481	**Payee Name: PATRIOT BANK**		
2012000853	1101000010 - 4414012	General Government - County Clerk Refund of Fees	6 00
		Warrant Total:	**6.00**
Warrant #: VW 00352482	**Payee Name: PATTEN LAW FIRM**		
2012002957	1101000010 - 4414012	General Government - County Clerk Refund of Fees	20 00
		Warrant Total:	**20.00**
Warrant #: VW 00352483	**Payee Name: PGP TITLE**		
2011065688	1101000010 - 4414012	General Government - County Clerk Refund of Fees	32 00
		Warrant Total:	**32.00**
Warrant #: VW 00352484	**Payee Name: PINNACLE MEDICAL MANAGEMENT CORP**		
40935	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	580 50
41118	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	81 00
41212	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	706 50
41249	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	190 50
41309	1101155000 - 5412102	Human Resources - Drug Screens/Psychological Exm	81 00
		Warrant Total:	**1,639.50**
Warrant #: VW 00352486	**Payee Name: PRINCIPAL MANAGEMENT GROUP**		
2012001358	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00352487	**Payee Name: PRINTECH INC**		
IN58033	1101151600 - 5481000	County Treasurer - Contract Service	1,050 00
		Warrant Total:	**1,050.00**
Warrant #: VW 00352489	**Payee Name: QUINTANILLA, DONNIE**		
10CR1939 011212	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	601 25
		Warrant Total:	**601.25**
Warrant #: VW 00352495	**Payee Name: RESIDENTIAL SERVICES LLC**		
2012001475	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00352496	**Payee Name: RICE, M. SUSAN**		
2012003694	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00352497	**Payee Name: RIOS, MARTHA**		
DEC 2011 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	429 02
		Warrant Total:	**429.02**
Warrant #: VW 00352498	**Payee Name: ROSENBERG LIBRARY**		
304	1101440100 - 5461012	Community Services - Co Library System Overhead	45,083 33
305	1101440100 - 5461012	Community Services - Co Library System Overhead	45,083 33
		Warrant Total:	**90,166.66**
Warrant #: VW 00352499	**Payee Name: RUSSELL, GREG**		
11CR0869 012512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,771 25
JAIL DKT 012712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
JAN 2012 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**4,521.25**
Warrant #: VW 00352500	**Payee Name: RUZZO, PATRICK J**		
10CR2700 012012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,657 50
		Warrant Total:	**1,657.50**
Warrant #: VW 00352501	**Payee Name: SAENZ, ALVIN N**		
11CR1820 012712	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,462 50
		Warrant Total:	**1,462.50**
Warrant #: VW 00352502	**Payee Name: SAM'S CLUB DIRECT**		
008346	1101151500 - 5310000	Tax Assessor Collector - Supplies and Materials	539 16
		Warrant Total:	**539.16**
Warrant #: VW 00352504	**Payee Name: SANTA FE AUTO PARTS INC**		
78767	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	97 09
		Warrant Total:	**97 09**
Warrant #: VW 00352505	**Payee Name: SARTEX TITLE COMPANY-CLEAR LAKE**		
2012000617	1101000010 - 4414012	General Government - County Clerk Refund of Fees	69 00
		Warrant Total:	**69.00**
Warrant #: VW 00352506	**Payee Name: SCANLAN JR, JAMES E**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
MO2009054 112311	1101122300 - 5431302	Probate Court - Sullivan - Fees & Expenses Relief Judges	375 49
MO2011010 122011	1101122300 - 5431302	Probate Court - Sullivan - Fees & Expenses Relief Judges	390 03
		Warrant Total:	**765 52**
Warrant #: VW 00352507	**Payee Name: SCHNEIDER ELECTRIC BUILDINGS AMERICAS**		
434472	1101159100 - 5423500	Information Technology - Maintenance of Software	2,636 00
		Warrant Total:	**2,636.00**
Warrant #: VW 00352508	**Payee Name: SCHWAB, TAYLOR**		
11CR2938 012012	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	429 00
		Warrant Total:	**429.00**
Warrant #: VW 00352509	**Payee Name: SEARS & BENNETT LLP**		
11CR2128 011812	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	812 50
		Warrant Total:	**812.50**
Warrant #: VW 00352511	**Payee Name: SHATTUCK, BOB**		
MH4029 122111	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160.00
MH4035 122811	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4036 010512	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4037 122811	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4044 010412	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4045 122811	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4046 122111	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160.00
MH4048 011812	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4050 011212	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4052 011812	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4053 011812	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
		Warrant Total:	**1,760.00**
Warrant #: VW 00352512	**Payee Name: SILVERLEAF RESORTS INC.**		
2012002793	1101000010 - 4414012	General Government - County Clerk Refund of Fees	46 00
		Warrant Total:	**46.00**
Warrant #: VW 00352513	**Payee Name: SMITH IRRIGATION EQUIPMENT**		
114	1101522020 - 5428000	Parks Department - Grounds Maintenance	55 50
		Warrant Total:	**55.50**
Warrant #. VW 00352514	**Payee Name: SMITH, PATRICIA**		
12/16/10-1/24/12	1101451110 - 5496301	Senior Citizens - Auto Mileage	38 30
		Warrant Total:	**38.30**
Warrant #: VW 00352515	**Payee Name: SOLUTIONS4SURE.COM INC**		
B12015857V1	1101159100 - 5310000	Information Technology - Supplies and Materials	33 53
		Warrant Total:	**33.53**
Warrant #: VW 00352518	**Payee Name: SPORT SUPPLY GROUP INC**		
94417277	1101522020 - 5310000	Parks Department - Supplies and Materials	337 98
		Warrant Total:	**337.98**
Warrant #: VW 00352520	**Payee Name. STARTEX TITLE**		
2012003611	1101000010 - 4414012	General Government - County Clerk Refund of Fees	44 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**44.00**
Warrant #: VW 00352522	**Payee Name: STICKLER, TOMMY JAMES**		
11CR3220 011112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
11CR3423 011312	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
321467 012412	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	260 00
		Warrant Total:	**715.00**
Warrant #: VW 00352525	**Payee Name: TAYLOR, ANGELA M**		
11CR1897 010612	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	568 75
308628 011312	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	796 25
		Warrant Total:	**1,365.00**
Warrant #: VW 00352529	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
11CR2759 010912	1101121000 - 5412115	Justice Administration - Psychological Exam	2,900 00
		Warrant Total:	**2,900.00**
Warrant #: VW 00352531	**Payee Name: THOMA, JOHN**		
313245 013012	1101122400 - 5310000	County Court #3 - Dupuy - Supplies and Materials	14 10
313245 013012	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	1,755 00
		Warrant Total:	**1,769.10**
Warrant #: VW 00352533	**Payee Name: TORRES, ROBERTO**		
317077 013012	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	243 75
		Warrant Total:	**243.75**
Warrant #: VW 00352534	**Payee Name: TRACTOR SUPPLY COMPANY**		
115972	1101522020 - 5428000	Parks Department - Grounds Maintenance	161 91
		Warrant Total:	**161.91**
Warrant #: VW 00352535	**Payee Name: TRAVIS COUNTY**		
CIMH11003042	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 00
CIMH12000132	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	399 00
CIMH12000067	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	374 00
		Warrant Total:	**1,172.00**
Warrant #: VW 00352536	**Payee Name: TREASURE ISLAND TROPHIES**		
46025	1101211101 - 5310000	Administration Sheriff Dept - Supplies and Materials	125 00
46197	1101211101 - 5310000	Administration Sheriff Dept - Supplies and Materials	135 00
		Warrant Total:	**260.00**
Warrant #: VW 00352537	**Payee Name: TREVINO, ISMAEL**		
318037 011812	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	97 50
		Warrant Total:	**97.50**
Warrant #: VW 00352538	**Payee Name: TURMAN AND ASSOCIATES INC**		
11CR0085 111511	1101121000 - 5431102	Justice Administration - Prof Srvs-Expert Witness	658 70
		Warrant Total:	**658.70**
Warrant #: VW 00352541	**Payee Name: UNITED PARCEL SERVICE**		
0000142162022	1101159100 - 5481000	Information Technology - Contract Service	23 35
000014217W012	1101159100 - 5481000	Information Technology - Contract Service	118 61

Invoice Number	Account Info		Amount
		Warrant Total:	**141.96**
Warrant #: VW 00352542	**Payee Name: WASTE MANAGEMENT INC**		
465265517917	1101522020 - 5481000	Parks Department - Contract Service	162 45
465265717913	1101522020 - 5481000	Parks Department - Contract Service	136 53
465265817911	1101522020 - 5481000	Parks Department - Contract Service	298 48
		Warrant Total:	**597.46**
Warrant #: VW 00352543	**Payee Name: WEBER, WINIFRED B**		
11CR1573 011912	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
11CR2103 013112	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
		Warrant Total:	**682.50**
Warrant #: VW 00352545	**Payee Name: WILLEY, BARRY C.**		
1/11,1/20/12 MLG	1101153000 - 5496301	Legal Department - Auto Mileage	106 56
		Warrant Total:	**106.56**
Warrant #: VW 00352546	**Payee Name: WILSON, MICHAEL L.**		
PR0073125A	1101000010 - 4414012	General Government - County Clerk Refund of Fees	50 00
		Warrant Total:	**50.00**
Warrant #: VW 00352547	**Payee Name: WOOTEN, THOMAS J**		
09CR0489 012412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
11CR2362 012412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	601 25
11CR2815 012412	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	341 25
11CR3159 012512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
12CR0127 012512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
12CR0162 012512	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**1,657.50**
		FUND 1101 TOTAL:	**259,578.34**

FUND: 2211 Law Library

Warrant #: VW 00352544	**Payee Name: WEST PUBLISHING CORPORATION**		
6077311582	2211129100 - 5317000	Law Library - Books & Periodicals	96.80
6077318481	2211129100 - 5317000	Law Library - Books & Periodicals	96 80
		Warrant Total:	**193.60**
		FUND 2211 TOTAL:	**193.60**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00352344	**Payee Name: AMERSON, RODGER DAN**		
11FD1705 012412	2212125300 - 5432011	Mediation Services - Mediation Services	300 00
12CP0002 012312	2212125300 - 5432011	Mediation Services - Mediation Services	250 00
		Warrant Total:	**550.00**
		FUND 2212 TOTAL:	**550.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
FUND: 2216 Probate Court Contributions Fd			
Warrant #: VW 00352527	**Payee Name: TEXAS COLLEGE OF PROBATE JUDGES**		
3/22-23/12 CRAN	2216122320 - 5495100	Probate Court Contributions - Education	325 00
3/22-23/12 DIAZ	2216122320 - 5495100	Probate Court Contributions - Education	325 00
3/22-23/12 WELCH	2216122320 - 5495100	Probate Court Contributions - Education	325 00
		Warrant Total:	**975.00**
Warrant #: VW 00352528	**Payee Name: TEXAS GUARDIANSHIP ASSOCIATION**		
2012 SULLIVAN	2216122320 - 5495100	Probate Court Contributions - Education	80 00
		Warrant Total:	**80 00**
		FUND 2216 TOTAL:	**1,055.00**
FUND: 2220 Adult Probation Fund			
Warrant #: VW 00352350	**Payee Name: BANE, JANIS**		
1/11-12/12 TRVL	2220255100 - 5496100	Adult Probation - Travel	178 74
		Warrant Total:	**178.74**
		FUND 2220 TOTAL:	**178.74**
FUND: 2230 Juvenile Justice Fund			
Warrant #: VW 00352334	**Payee Name: ABL MANAGEMENT INC**		
188318 111111	2230256118 - 5481199	Detention - Food Service Contract	2,211 11
188318 111111	2230256119 - 5481199	Post Program - Food Service Contract	704 09
188318 111111	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	167 07
188319 111811	2230256118 - 5314301	Detention - Kitchen Supplies	60 48
188319 111811	2230256118 - 5481199	Detention - Food Service Contract	1,979 88
188319 111811	2230256119 - 5481199	Post Program - Food Service Contract	638 56
188319 111811	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	172 45
188329	2230256118 - 5481199	Detention - Food Service Contract	2,285 20
188329	2230256119 - 5481199	Post Program - Food Service Contract	570 53
188329	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	80 83
		Warrant Total:	**8,870 20**
Warrant #: VW 00352359	**Payee Name: BOB BARKER CO INC**		
WEB000202898	2230256118 - 5313100	Detention - Cleaning & Household Supplies	203 29
WEB000202956	2230256118 - 5312100	Detention - Clothing Expense	62 70
WEB000202957	2230256118 - 5313100	Detention - Cleaning & Household Supplies	856 24
		Warrant Total:	**1,122.23**
Warrant #: VW 00352401	**Payee Name: DUNNAHOO, CHRISTOPHER**		
DEC 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	9 44
		Warrant Total:	**9.44**
Warrant #: VW 00352403	**Payee Name: ECOLAB INC.**		
7686470	2230256118 - 5313100	Detention - Cleaning & Household Supplies	118 54
		Warrant Total:	**118.54**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00352435	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1887	2230256118 - 5313100	Detention - Cleaning & Household Supplies	1,049 46
		Warrant Total:	**1,049 46**
Warrant #: VW 00352460	**Payee Name: MAXWELL, BONITA G**		
JAN 2012 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	189 81
		Warrant Total:	**189.81**
Warrant #: VW 00352475	**Payee Name: NORRIS, BRENT T**		
DEC 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	34 97
		Warrant Total:	**34.97**
Warrant #: VW 00352480	**Payee Name: PATINA, ANNA**		
JAN 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	92 69
		Warrant Total:	**92.69**
Warrant #: VW 00352494	**Payee Name: RAMIREZ, VICTORIA**		
JAN 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	204 80
		Warrant Total:	**204.80**
Warrant #: VW 00352503	**Payee Name: SANDERS, EARNESTINE LYNCH**		
1/17-20/12 TRVL	2230256105 - 5496100	Juv Justice - Administration - Travel	422 27
1/17-20/12 TRVL	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	132 65
JAN 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	34 97
		Warrant Total:	**589.89**
Warrant #: VW 00352521	**Payee Name: STEWART, DELLA L**		
JAN 2012 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	109 89
		Warrant Total:	**109.89**
		FUND 2230 TOTAL:	**12,391.92**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #: VW 00352548	**Payee Name: XNET SYSTEMS INC**		
10757	2242211124 - 5423000	Sheriff's Seizure Aft 10/89 - Maint/Repairs Equipment	338 30
		Warrant Total:	**338.30**
		FUND 2242 TOTAL:	**338.30**

FUND: 2250 Law Enforcement Education Fund

Warrant #: VW 00352530	**Payee Name: TEXAS STATE UNIVERSITY SAN MARCOS**		
3/18-21/12 ALLEN	2250211510 - 5502203	Contin Education-State Alloc - Const Pct 3 Cont Ed Exp	100 00
3/18-21/12 FONTE	2250211510 - 5502203	Contin Education-State Alloc - Const Pct 3 Cont Ed Exp	100 00
3/18-21/12 MITCH	2250211510 - 5502203	Contin Education-State Alloc - Const Pct 3 Cont Ed Exp	100 00
3/18-21/12 ROSE	2250211510 - 5502203	Contin Education-State Alloc - Const Pct 3 Cont Ed Exp	100 00
3/18-21/12 WILLI	2250211510 - 5502203	Contin Education-State Alloc - Const Pct 3 Cont Ed Exp	100 00
4/29-5/2/12 OCHO	2250211510 - 5502205	Contin Education-State Alloc - Const #5 Cont Ed Exp	100 00
		Warrant Total:	**600.00**

Invoice Number	Account Info		Amount
		FUND 2250 TOTAL:	**600.00**
FUND: 2301	**Road & Bridge Fund**		
Warrant #:	**VW 00352340**	**Payee Name: ALWAYS SAFETY AND 1ST AID INC**	
28423	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	278 80
		Warrant Total:	**278.80**
Warrant #:	**VW 00352348**	**Payee Name: BACLIFF BUILDERS SUPPLY INC.**	
10136	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	539 00
10163	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	25 43
		Warrant Total:	**564.43**
Warrant #:	**VW 00352371**	**Payee Name: CALICO WELDING SUPPLY CO**	
TC56721	2301312110 - 5481000	Administration - Contract Service	207 00
		Warrant Total:	**207.00**
Warrant #:	**VW 00352374**	**Payee Name: CHERRY CRUSHED CONCRETE**	
1006147	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	2,583 68
		Warrant Total:	**2,583.68**
Warrant #:	**VW 00352389**	**Payee Name: CUPBOARD INC, THE**	
4920	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	25.00
		Warrant Total:	**25.00**
Warrant #:	**VW 00352456**	**Payee Name: MARTIN RESOURCE MANAGEMENT**	
292972	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	3,118 50
		Warrant Total:	**3,118.50**
Warrant #:	**VW 00352462**	**Payee Name: MCREE FORD INC**	
358352	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	268 04
358628	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	309 34
		Warrant Total:	**577.38**
Warrant #:	**VW 00352490**	**Payee Name: R B EVERETT & CO**	
SI40941 REISSUE	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	158 74
		Warrant Total:	**158.74**
Warrant #:	**VW 00352504**	**Payee Name: SANTA FE AUTO PARTS INC**	
77251	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	502 49
		Warrant Total:	**502.49**
		FUND 2301 TOTAL:	**8,016.02**
FUND: 2370	**Flood Control Fund**		
Warrant #:	**VW 00352341**	**Payee Name: AM-MEX RESTAURANT INC**	
100033	2370190100 - 5498003	County Engineer - Dkinson Bayou Steer Comm Dues	272 80
		Warrant Total:	**272.80**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
Warrant #: VW 00352388	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L3151	2370296121 - 5481000	Seawall Maintenance - Contract Service	106 20
		Warrant Total:	**106.20**
Warrant #: VW 00352447	**Payee Name: LENTZ ENGINEERING L C**		
110546	2370190100 - 5498003	County Engineer - Dkinson Bayou Steer Comm Dues	7,875 00
120021	2370190100 - 5498003	County Engineer - Dkinson Bayou Steer Comm Dues	2,250 00
		Warrant Total:	**10,125.00**
Warrant #: VW 00352457	**Payee Name: MARTY'S CITY AUTO INC**		
49	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	150 00
		Warrant Total:	**150.00**
		FUND 2370 TOTAL:	**10,654.00**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00352381	**Payee Name: COFEJO HARDWARE INC**		
270217	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	19 91
		Warrant Total:	**19.91**
Warrant #: VW 00352459	**Payee Name: MATHESON TRI-GAS INC**		
03943549	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	118 99
		Warrant Total:	**118.99**
Warrant #: VW 00352510	**Payee Name: SEARS ROEBUCK AND COMPANY**		
T876531	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	126 61
		Warrant Total:	**126 61**
Warrant #: VW 00352516	**Payee Name: SOLVCHEM INC**		
85343	2410411100 - 5322010	Mosquito Control District - Auto Fuel Expense	301 00
		Warrant Total:	**301.00**
		FUND 2410 TOTAL:	**566.51**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00352394	**Payee Name: DEPEAUX, ASHLEY**		
8/17/11 RMB	2501443300 - 5310000	Child Welfare - Supplies and Materials	21 64
		Warrant Total:	**21 64**
		FUND 2501 TOTAL:	**21.64**

FUND: 2601 Beach & Parks Fund

Warrant #: VW 00352492	**Payee Name: R M SILKSCREEN**		
F12018	2601522042 - 5310000	Beach Maintenance - Supplies and Materials	252 00
		Warrant Total:	**252.00**

Invoice Number	Account Info		Amount
		FUND 2601 TOTAL:	**252.00**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00352358 **Payee Name: BLOW, ADRIENNE M**

JAN 2012 MLG	2841256110 - 5496301	State Aid Grant A - Auto Mileage	220 89
		Warrant Total:	**220.89**

Warrant #: VW 00352359 **Payee Name: BOB BARKER CO INC**

WEB000202808	2841256110 - 5310000	State Aid Grant A - Supplies and Materials	21 02
		Warrant Total:	**21.02**

Warrant #: VW 00352421 **Payee Name: GULF COAST CENTER**

OCT 11 REISSUE	2841256110 - 5436107	State Aid Grant A - Outpatient Counseling	7,228 75
		Warrant Total:	**7,228.75**

Warrant #: VW 00352466 **Payee Name: MORGAN, LE'NARD D.**

JAN 2012 MLG	2841256124 - 5496301	Co Cash Match - St Aid A - Auto Mileage	206 46
		Warrant Total:	**206.46**

Warrant #: VW 00352478 **Payee Name: PARISH, ERVIN R**

JAN 2012 MLG	2841256110 - 5496301	State Aid Grant A - Auto Mileage	86 03
		Warrant Total:	**86.03**

		FUND 2841 TOTAL:	**7,763.15**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00352421 **Payee Name: GULF COAST CENTER**

OCT 2011 REISSUE	2848256144 - 5436107	Commitment Reduction Program C - Outpatient Counseling	9,186 33
		Warrant Total:	**9,186.33**

		FUND 2848 TOTAL:	**9,186.33**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00352411 **Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**

32952684	2864211126 - 5322010	Auto Crime Task Force - Auto Fuel Expense	41 00
		Warrant Total:	**41.00**

		FUND 2864 TOTAL:	**41.00**

FUND: 2892 State Homeland Security Grant

Warrant #: VW 00352406 **Payee Name: EMERGENCY MEDICAL PRODUCTS INC**

1434242	2892291119 - 5310000	2010 CCP Grant - Supplies and Materials	1,338 00
		Warrant Total:	**1,338.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
		FUND 2892 TOTAL:	**1,338.00**

FUND: 2893 HMGP - IKE

Warrant #: VW 00352517 **Payee Name: SOUTH LAND TITLE LLC**

R177966 BALANCE	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	375 00
		Warrant Total:	**375.00**
		FUND 2893 TOTAL:	**375.00**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00000351 **Payee Name: DSW HOMES LLC**

212087	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	4,674 14
411355	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,436 85
412113	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,270 06
412192	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	13,201 57
412471	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	14,319 82
		Warrant Total:	**54,902.44**

Warrant #: VW 00352342 **Payee Name: AMERICAN HOME BUILDERS INC.**

SB11944RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	13,884 98
SB12490RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	12,256 18
		Warrant Total:	**26,141.16**

Warrant #: VW 00352343 **Payee Name: AMERICAN HOMESTAR CORPORATION**

1050B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,935 70
1054B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,831 28
1057B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,428 15
1058B	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	6,349 20
		Warrant Total:	**41,544 33**

Warrant #: VW 00352357 **Payee Name: BGB INTERESTS LP**

109593	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,269 26
109593	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	32,692 55
114763	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,473 33
114763	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,733 35
117053	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,589 67
117053	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	32,154 68
117053	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	23,742 00
118213	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,459 93
118213	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,599 40
118843	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,112 48
118843	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	31,124 80
121332 FINAL	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,353 70
121332 FINAL	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,536 98
		Warrant Total:	**200,325.39**

Warrant #: VW 00352369 **Payee Name: BURGHLI HOMES PROMENADE HOMES JV**

1158110R	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	11,681 84

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
		Warrant Total:	**11,681.84**
Warrant #: VW 00352370	**Payee Name: BYRDSON SERVICES LLC**		
333RET	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	3,544 82
		Warrant Total:	**3,544.82**
Warrant #: VW 00352519	**Payee Name: SPRINT SPECTRUM LP**		
384104405027	2914152500 - 5310001	Administration - Depart Supplies-Non Cap FFE	318 03
		Warrant Total:	**318.03**
Warrant #: VW 00352523	**Payee Name: SULLIVAN LAND SERVICES LTD**		
2011916	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,073 14
2011916	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	60,731 39
		Warrant Total:	**54,658.25**
Warrant #: VW 00352532	**Payee Name: TINAD LLC**		
12239	2914152511 - 5519020	Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst	1,720 25
		Warrant Total:	**1,720.25**
		FUND 2914 TOTAL:	**394,836.51**

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00352387	**Payee Name: CRAIN GROUP, LLC**		
1 113011	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-1,312 15
1 113011	2915291014 - 5481000	San Leon VFD Improvements - Contract Service	26,243 00
2123111	2915000000 - 2070001	CDBG Infrastructure Program - Contract Payable Retainage	-3,478 15
2123111	2915291014 - 5481000	San Leon VFD Improvements - Contract Service	69,563 00
		Warrant Total:	**91,015.70**
Warrant #: VW 00352437	**Payee Name: KLOTZ ASSOC INC**		
112080	2915291016 - 5481000	County Wide Drainage - Contract Service	30,898 62
		Warrant Total:	**30,898.62**
		FUND 2915 TOTAL:	**121,914.32**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00352379	**Payee Name: COBB FENDLEY & ASSOCIATES**		
236450	2994299761 - 5481000	Ft Travis Roadway/Walkway - Contract Service	9,385 60
		Warrant Total:	**9,385.60**
		FUND 2994 TOTAL:	**9,385.60**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00352539	**Payee Name: UNBEHAGEN, O C**		
01/12	3120179010 - 5481000	Administration - Contract Service	6,666 66
		Warrant Total:	**6,666.66**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
		FUND 3120 TOTAL:	**6,666.66**

FUND: 3307 Unltd Tax Road Bonds Sr 2003B

Warrant #. VW 00352493 **Payee Name: R W LUCAS CONSTRUCTION LLC**

6 013112 FT TRAV	3307000000 - 2070001	Unltd Tx Road Bonds Sr 2003B - Contract Payable Retainage	-10,564 93
6 013112 FT TRAV	3307312200 - 5731010	Fort Travis Park - Construction & Improv Roads	211,298.65
		Warrant Total:	**200,733.72**
		FUND 3307 TOTAL:	**200,733.72**

FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

Warrant #: VW 00352392 **Payee Name: DANNENBAUM ENGINEERING CORP**

4157XX56II	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	70,000 00
		Warrant Total:	**70,000.00**
		FUND 3310 TOTAL:	**70,000.00**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00352382 **Payee Name. CONRAD CONSTRUCTION CO LTD**

10 013112	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-9,841 67
10 013112	3312312111 - 5731128	Non-County Roads - Melody Lane	196,833 35
		Warrant Total:	**186,991.68**

Warrant #: VW 00352438 **Payee Name: KURT L. PLESS & SHERYL J. PLESS**

149	3312000000 - 2295020	Unltd Tax Road Bonds Sr 2009 - ROW Acquisition for State	1,145 00
		Warrant Total:	**1,145.00**

Warrant #: VW 00352449 **Payee Name: LTRA**

HENG09106H348	3312312112 - 5731138	County Road - Lawrence Rd	23,675 50
		Warrant Total:	**23,675.50**

Warrant #: VW 00352493 **Payee Name. R W LUCAS CONSTRUCTION LLC**

2 013112 HR	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-9,527 06
2 013112 HR	3312312111 - 5731125	Non-County Roads - Hanson Road	190,541 24
6 013112 FT TRAV	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-8,662 74
6 013112 FT TRAV	3312312112 - 5731144	County Road - Ft Travis Park	173,254 70
9 013112 LAWRENC	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-5,059 50
9 013112 LAWRENC	3312312112 - 5731138	County Road - Lawrence Rd	101,189 98
		Warrant Total:	**441,736.62**

Warrant #: VW 00352540 **Payee Name: UNION PACIFIC RAILROAD COMPANY**

90024045	3312312112 - 5731137	County Road - Deats Rd	24,124 71
		Warrant Total:	**24,124.71**
		FUND 3312 TOTAL:	**677,673.51**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info		Amount
FUND: 3315 Galv Causeway RR Bridge Proj			
Warrant #: VW 00352488	**Payee Name: Q C LABORATORIES INC**		
1139580	3315313200 - 5722903	Causeway Railroad Bridge Prj - Owners Contingency	403 50
		Warrant Total:	**403.50**
		FUND 3315 TOTAL:	**403.50**
FUND: 4024 Ltd Tax Rfd Bnds Sr 2011C			
Warrant #: VW 00352351	**Payee Name: BANK OF NEW YORK, THE**		
2521600502	4024810816 - 5850000	Ltd Tax Rfd Bnds Sr 2011C - Paying Agent Fees	410 00
		Warrant Total:	**410.00**
		FUND 4024 TOTAL:	**410.00**
FUND: 4215 Limited Tax Jst Cntr Bds 2001			
Warrant #: VW 00352491	**Payee Name: R C CHUOKE & ASSOCIATES INC**		
54TH & BROADWAY	4215000000 - 4921013	Limited Tax Just Ctr Bds 01 - Sale of the Justice Ctr Lan	2,950 00
		Warrant Total:	**2,950.00**
		FUND 4215 TOTAL:	**2,950.00**
FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins			
Warrant #: VW 00352361	**Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS**		
DEC 2011 ADMIN	6123155021 - 5417201	Group Insurance - Health Ins Administrative Fee	43,658 84
DEC 2011 ADMIN	6123155021 - 5417204	Group Insurance - Preferred Provdr Orgnztn Fee	16,866 50
JAN 2012 ADMIN	6123155021 - 5417201	Group Insurance - Health Ins Administrative Fee	38,770 47
JAN 2012 ADMIN	6123155021 - 5417204	Group Insurance - Preferred Provdr Orgnztn Fee	16,226 00
		Warrant Total:	**115,521.81**
Warrant #: VW 00352425	**Payee Name: HUEY T LITTLETON CLAIMS SERVICE OF**		
22261,23338	6123155020 - 5411095	Workers' Compensation - Third Party Administration Fee	5,888 27
		Warrant Total:	**5,888.27**
Warrant #: VW 00352526	**Payee Name: TEXAS ASSOCIATION OF COUNTIES**		
3RD QTR 2011	6123155015 - 5155000	Unemployment - Unemployment Benefits	30,097 46
		Warrant Total:	**30,097.46**
Warrant #: VW 00352549	**Payee Name: YELTON, KATHRYN A**		
YELTON RMB PRM	6123000010 - 4433010	General Government - Premium Paid by Employee	36 92
		Warrant Total:	**36.92**
		FUND 6123 TOTAL:	**151,544.46**
FUND: 7605 Escrow Fund			

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Invoice Number	Account Info			Amount
Warrant #: VW 00352365	**Payee Name: BRANSON, RICHARD HUGH**			
RESALES 33 12/11	7605000000 - 2490707	Escrow Fund - Resale 08TX0441		500 00
			Warrant Total:	**500.00**
Warrant #: VW 00352377	**Payee Name: CITY OF LEAGUE CITY**			
SHRF SL 010312	7605000000 - 2495855	Escrow Fund - TX SL 10TX0108		6,318 44
			Warrant Total:	**6,318.44**
Warrant #: VW 00352386	**Payee Name: CRAFT, TRACI B**			
RESALES 33 12/11	7605000000 - 2490704	Escrow Fund - Resale 97TX0203		218 60
RESALES 33 12/11	7605000000 - 2490705	Escrow Fund - Resale 99TX0703		445 16
			Warrant Total:	**663.76**
Warrant #: VW 00352405	**Payee Name: ELLIS, WILBERT**			
314772	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims		1,095 00
			Warrant Total:	**1,095.00**
Warrant #: VW 00352432	**Payee Name: JOHNSON, CHERYL**			
RESALES 33	7605000000 - 2490703	Escrow Fund - Resale 88CV1358		400 00
RESALES 33	7605000000 - 2490706	Escrow Fund - Resale 07TX0628		100 00
RESALES 33	7605000000 - 2490707	Escrow Fund - Resale 08TX0441		9,458 36
			Warrant Total:	**9,958.36**
Warrant #: VW 00352450	**Payee Name: LYN WINGERT & ASSOCIATES**			
RESALES 33 12/11	7605000000 - 2490705	Escrow Fund - Resale 99TX0703		80 13
RESALES 33 12/11	7605000000 - 2490707	Escrow Fund - Resale 08TX0441		250 00
			Warrant Total:	**330.13**
Warrant #: VW 00352469	**Payee Name: MURRAY, JASON**			
RESALES 33 12/11	7605000000 - 2490704	Escrow Fund - Resale 97TX0203		112 49
RESALES 33 12/11	7605000000 - 2490705	Escrow Fund - Resale 99TX0703		241 28
RESALES 33 12/11	7605000000 - 2490707	Escrow Fund - Resale 08TX0441		822 00
			Warrant Total:	**1,175.77**
Warrant #. VW 00352485	**Payee Name: POOR, SHERIFF FREDDIE**			
JAN 20 2012	7605000000 - 2295016	Escrow Fund - Proceed Held for Owner		1,350 00
RESALES 33 12/11	7605000000 - 2490704	Escrow Fund - Resale 97TX0203		148 91
RESALES 33 12/11	7605000000 - 2490705	Escrow Fund - Resale 99TX0703		223 43
RESALES 33 12/11	7605000000 - 2490707	Escrow Fund - Resale 08TX0441		949 64
			Warrant Total:	**2,671.98**
Warrant #: VW 00352524	**Payee Name: SULLIVAN, DWIGHT D**			
RESALES 33 12/11	7605000000 - 2490704	Escrow Fund - Resale 97TX0203		20 00
RESALES 33 12/11	7605000000 - 2490705	Escrow Fund - Resale 99TX0703		20 00
RESALES 33 12/11	7605000000 - 2490707	Escrow Fund - Resale 08TX0441		20 00
			Warrant Total:	**60.00**
			FUND 7605 TOTAL:	**22,773.44**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Summary of All Funds

Fund		Amount
1101	General Fund	259,578 34
2211	Law Library	193 60
2212	Mediation Services Prog Fund	550 00
2216	Probate Court Contributions Fd	1,055 00
2220	Adult Probation Fund	178 74
2230	Juvenile Justice Fund	12,391.92
2242	Sheriff's Seizure Aft 10/89	338 30
2250	Law Enforcement Education Fund	600 00
2301	Road & Bridge Fund	8,016 02
2370	Flood Control Fund	10,654 00
2410	Mosquito Control District Fund	566 51
2501	Child Welfare Fund	21 64
2601	Beach & Parks Fund	252 00
2841	Juvenile Probation-State Aid	7,763 15
2848	Juv Jst Alt Education Program	9,186 33
2864	Auto Crimes Task Force Grant	41 00
2892	State Homeland Security Grant	1,338 00
2893	HMGP - IKE	375 00
2914	CDBG Housing Program	394,836 51
2915	CDBG Infrastructure Program	121,914 32
2994	Disaster Recovery - Ike	9,385 60
3120	Limited Tax Cnty Bldg Bds Sr09	6,666 66
3307	Unltd Tax Road Bonds Sr 2003B	200,733 72
3310	Pass Thru Toll Rv Lt Tx BdSr07	70,000 00
3312	Unltd Tax Road Bonds Sr 2009	677,673 51
3315	Galv Causeway RR Bridge Proj	403 50
4024	Ltd Tax Rfd Bnds Sr 2011C	410 00
4215	Limited Tax Jst Cntr Bds 2001	2,950 00
6123	Group,Wrks'Comp,Unemplmnt Ins	151,544 46
7605	Escrow Fund	22,773 44
	Grand Total:	**1,972,391.27**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 02/07/2012

Approved Order to pay by Commissioners Court this day February 7 ,2012

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

abstained

Patrick Doyle, Galveston County Commissioner, Pct 1

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

abstained

Stephen D. Holmes, Galveston County Commissioner, Pct 3

Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:

Dwight D. Sullivan, County Clerk

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352333	711149	A B SIGN SHOP	02/07/12	69 52	MW	OH		
A200352334	702471	ABL MANAGEMENT INC	02/07/12	26,885 55	MW	OH		
A200352335	714256	ADOBE TITLE LLC	02/07/12	12 00	MW	OH		
A200352336	712189	ALAMO TITLE COMPANY	02/07/12	236 00	MW	OH		
A200352337	712322	ALANIZ SELINA A	02/07/12	1,800 00	MW	OH	B7	
A200352338	714254	ALBERT G REDMOND OR PETER T	02/07/12	32 00	MW	OH		
A200352339	709099	ALLIED FIRE PROTECTION LP	02/07/12	630 00	MW	OH		
A200352340	707451	ALWAYS SAFETY AND 1ST AID INC	02/07/12	278 80	MW	OH		
A200352341	708154	AM-MEX RESTAURANT INC	02/07/12	272 80	MW	OH		
A200352342	711832	AMERICAN HOME BUILDERS INC	02/07/12	26,141 16	MW	OH		
A200352343	711548	AMERICAN HOMESTAR CORPORATION	02/07/12	41,544 33	MW	OH		
A200352344	702478	AMERSON, RODGER DAN	02/07/12	550 00	MW	OH	B7	
A200352345	713469	ASSOCIATED CREDIT UNION OF TE	02/07/12	8 00	MW	OH		
A200352346	704822	AUDIO VISUAL TECHNOLGIES GROU	02/07/12	7,209 53	MW	OH		
A200352347	710718	B L ALEXANDER ENTERPRISES IN	02/07/12	250 00	MW	OH		
A200352348	021030	BACLIFF BUILDERS SUPPLY INC	02/07/12	564 43	MW	OH		
A200352349	021329	BACLIFF MUNICIPAL UTILITY DIS	02/07/12	154 51	MW	OH		
A200352350	713672	BANE, JANIS	02/07/12	178 74	MW	OH		
A200352351	407890	BANK OF NEW YORK, THE	02/07/12	410 00	MW	OH		
A200352352	709910	BARNETT, STEPHANIE B	02/07/12	195 00	MW	OH	B7	
A200352353	704183	BAY COLONY APARTMENTS	02/07/12	100 00	MW	OH	RE	
A200352354	713772	BEIRNE MAYNARD & PARSONS LLP	02/07/12	17,969 43	MW	OH		
A200352355	401969	BENNETT, JAMES M	02/07/12	711 00	MW	OH	B7	
A200352356	403751	BERARDINELLI CORREIA, SHAUNA	02/07/12	325 00	MW	OH	B7	
A200352357	711795	BGB INTERESTS LP	02/07/12	200,325 39	MW	OH		
A200352358	700014	BLOW, ADRIENNE M	02/07/12	220 89	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352359	021303	BOB BARKER CO INC	02/07/12	1,143 25	MW	OH		
A200352360	708995	BOLIVAR PENINSULA SPECIAL UTI	02/07/12	1,091 55	MW	OH		
A200352361	709220	BOON CHAPMAN BENEFIT ADMINIST	02/07/12	115,521 81	MW	OH		
A200352362	704349	BOORSTEIN, BARRY	02/07/12	3,597 00	MW	OH	B7	
A200352363	401759	BOSWORTH PAPERS INC	02/07/12	1 311 00	MW	OH		
A200352364	711530	BRANNEN, DAVID	02/07/12	201 59	MW	OH		
A200352365	410363	BRANSON, RICHARD HUGH	02/07/12	500 00	MW	OH		
A200352366	702559	BRIGGS, LYNETTE	02/07/12	195 00	MW	OH	B7	
A200352367	709370	BROWN, ADAM BANKS	02/07/12	169 00	MW	OH	B7	
A200352368	713231	BROWN, WENDY	02/07/12	164 28	MW	OH		
A200352369	712308	BURGHLI HOMES PROMENADE HOMES	02/07/12	11 681 84	MW	OH		
A200352370	711146	BYRDSON SERVICES LLC	02/07/12	3,544 82	MW	OH		
A200352371	031559	CALICO WELDING SUPPLY CO	02/07/12	207 00	MW	OH		
A200352372	407782	CENTERPOINT ENERGY	02/07/12	1,258 91	MW	OH		
A200352373	702429	CHAIR TAI CHI	02/07/12	420 00	MW	OH		
A200352374	712596	CHERRY CRUSHED CONCRETE	02/07/12	2,583 68	MW	OH		
A200352375	032326	CHILDRENS CENTER INC THE	02/07/12	9,185 97	MW	OH		
A200352376	700433	CITY OF LAMARQUE	02/07/12	176 54	MW	OH		
A200352377	033241	CITY OF LEAGUE CITY	02/07/12	6,318 44	MW	OH		
A200352378	033290	CLARK, DIANE	02/07/12	1 348 75	MW	OH	B7	
A200352379	707069	COBB FENDLEY & ASSOCIATES	02/07/12	9,385 60	MW	OH		
A200352380	709399	COBURN SUPPLY COMPANY INC	02/07/12	1 304 72	MW	OH		
A200352381	223792	COFEJO HARDWARE INC	02/07/12	19 91	MW	OH		
A200352382	704229	CONRAD CONSTRUCTION CO LTD	02/07/12	186 991 68	MW	OH		
A200352383	705337	CONZ, GLORIA	02/07/12	150 00	MW	OH		
A200352384	407051	COUNTY AND DISTRICT CLERKS	02/07/12	675 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352385	707222	CPI FOODS INC	02/07/12	5,050 00	MW	OH		
A200352386	400910	CRAFT, TRACI B	02/07/12	663 76	MW	OH		
A200352387	713773	CRAIN GROUP, LLC	02/07/12	91,015 70	MW	OH		
A200352388	709896	CRESCENT ENGINEERING COMPANY	02/07/12	106 20	MW	OH		
A200352389	402515	CUPBOARD INC, THE	02/07/12	25 00	MW	OH		
A200352390	704992	DAHLENBURG, MICHAEL L	02/07/12	337 50	MW	OH	B7	
A200352391	713994	DANESI OUTDOOR SERVICES	02/07/12	3,840 00	MW	OH		
A200352392	400693	DANNENBAUM ENGINEERING CORP	02/07/12	70,000 00	MW	OH		
A200352393	409732	DAVID'S ISLAND	02/07/12	6,482 00	MW	OH		
A200352394	713822	DEPEAUX, ASHLEY	02/07/12	21 64	MW	OH		
A200352395	706153	DIAZ, MARK A	02/07/12	455 00	MW	OH	B7	
A200352396	713268	DICKEY TAMYRA	02/07/12	64 38	MW	OH		
A200352397	706718	DOLPHIN CHEMICAL & SUPPLY COM	02/07/12	385 92	MW	OH		
A200352398	700879	DONNA BROWN INVESTIGATION & R	02/07/12	958 75	MW	OH	B7	
A200352399	708361	DRAGONY RACHEL ANN	02/07/12	747 50	MW	OH	B7	
A200352400	045286	DUCOTE, JAMES	02/07/12	3,120 00	MW	OH	B7	
A200352401	712656	DUNNAHOO, CHRISTOPHER	02/07/12	9 44	MW	OH		
A200352402	705608	E AND H CERAMICS	02/07/12	197 87	MW	OH		
A200352403	407091	ECOLAB INC	02/07/12	118 54	MW	OH		
A200352404	713923	EISEN, MYNDE	02/07/12	30 00	MW	OH		
A200352405	714262	ELLIS, WILBERT	02/07/12	1,095 00	MW	OH		
A200352406	713881	EMERGENCY MEDICAL PRODUCTS IN	02/07/12	1,338 00	MW	OH		
A200352407	405028	ENTERGY	02/07/12	347 28	MW	OH		
A200352408	410365	FAUS, SALVADOR	02/07/12	1 128 75	MW	OH	B7	
A200352409	062067	FEDEX CORP	02/07/12	116 85	MW	OH		
A200352410	714135	FIRST BAPTIST CHURCH OF TEXAS	02/07/12	225 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352411	710210	FLEETCOR TECHNOLOGIES DBA CHE	02/07/12	89 28	MW	OH		
A200352412	712917	FLEMING, MARCUS J	02/07/12	438 75	MW	OH	B7	
A200352413	410304	FOLEY MARY ELIZABETH	02/07/12	1,338 45	MW	OH	B7	
A200352414	710682	FOWLER, JANA K	02/07/12	506 56	MW	OH	B7	
A200352415	714261	FRANCIS, MARILYN	02/07/12	250 00	MW	OH		
A200352416	704440	FULK, GEORGE BYRON	02/07/12	325 00	MW	OH	B7	
A200352417	071175	GALVESTON COUNTY WCID #1	02/07/12	416 58	MW	OH		
A200352418	071407	GALVESTON COUNTY WCID #8	02/07/12	578 17	MW	OH		
A200352419	714222	GATES, JAMES N SR	02/07/12	5 00	MW	OH		
A200352420	709134	GRAHAM, CARMEN A	02/07/12	1 353 00	MW	OH	B7	
A200352421	400782	GULF COAST CENTER	02/07/12	16,415 08	MW	OH		
A200352422	403591	HANSEN, JUDY	02/07/12	2,241 00	MW	OH	B7	
A200352423	714263	HEERMANS, THOMAS MATHEW	02/07/12	330 00	MW	OH	B7	
A200352424	083501	HINDMAN, MARGARET	02/07/12	2,662 50	MW	OH	B7	
A200352425	709064	HUEY T LITTLETON CLAIMS SERVI	02/07/12	5 888 27	MW	OH		
A200352426	706976	HVAC MECHANICAL SERVICES OF T	02/07/12	2,020 00	MW	OH		
A200352427	707488	IBRAHIM & ELLIOTT LLP	02/07/12	406 25	MW	OH	B7	
A200352428	011031	ISLAND FIRE & SAFETY EQUIPMEN	02/07/12	131 98	MW	OH		
A200352429	712357	JACKSON, ERIN LARENA	02/07/12	39 00	MW	OH	B7	
A200352430	409049	JAHN-GALVESTON INSURANCE AGEN	02/07/12	1 976 00	MW	OH		
A200352431	708810	JAROTH INC	02/07/12	78 00	MW	OH		
A200352432	707570	JOHNSON, CHERYL	02/07/12	9 958 36	MW	OH		
A200352433	701243	JONES, STACEY LEE	02/07/12	406 25	MW	OH	B7	
A200352434	704638	KAUFMANN, CHARLES R	02/07/12	225 00	MW	OH	B7	
A200352435	402386	KLEEN JANITORIAL SUPPLY COMPA	02/07/12	2 074 51	MW	OH		
A200352436	710415	KLEEN KUT LANDSCAPE SERVICE	02/07/12	5,300 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352437	113100	KLOTZ ASSOC INC	02/07/12	30,898 62	MW	OH		
A200352438	714246	KJRT L PLESS & SHERYL J PLE	02/07/12	1,145 00	MW	OH		
A200352439	711173	LAW FIRM OF TOT KIM LE	02/07/12	669 19	MW	OH	B7	
A200352440	712831	LAW OFFICE OF ALEX BILL III	02/07/12	260 00	MW	OH	B7	
A200352441	711352	LAW OFFICE OF CHRISTOPHER JOH	02/07/12	1 426 12	MW	OH	B7	
A200352442	711359	LAW OFFICE OF DANA V DREXLER	02/07/12	400 00	MW	OH	B7	
A200352443	711543	LAW OFFICE OF MICHAEL RUSSO P	02/07/12	65 00	MW	OH	B7	
A200352444	713238	LAW OFFICE OF SHAW CLIFFORD	02/07/12	554 90	MW	OH	B7	
A200352445	713255	LAW OFFICES OF D CHRIS HESSE	02/07/12	568 75	MW	OH	B7	
A200352446	705777	LEATHERS, BILL	02/07/12	893 75	MW	OH	B7	
A200352447	713640	LENTZ ENGINEERING L C	02/07/12	10,125 00	MW	OH		
A200352448	705152	LOVE PAUL	02/07/12	65 00	MW	OH	B7	
A200352449	711535	LTRA	02/07/12	23,675 50	MW	OH		
A200352450	709842	LYN WINGERT & ASSOCIATES	02/07/12	330 13	MW	OH		
A200352451	711912	M BRUCE FORT PC	02/07/12	746 00	MW	OH	B7	
A200352452	708021	MABRY HERBECK & ROBERTS LLP	02/07/12	5 00	MW	OH		
A200352453	709125	MALONEY & PARKS LLP	02/07/12	195 00	MW	OH	B7	
A200352454	402410	MANNING MASONRY CO INC	02/07/12	896 00	MW	OH		
A200352455	407300	MARION, WILLIAM DAVID	02/07/12	923 00	MW	OH	B7	
A200352456	710378	MARTIN RESOURCE MANAGEMENT CO	02/07/12	3,118 50	MW	OH		
A200352457	705312	MARTY'S CITY AUTO INC	02/07/12	275 00	MW	OH		
A200352458	705312	MARTY'S CITY AUTO INC	02/07/12	570 00	MW	OH		
A200352459	407317	MATHESON TRI-GAS INC	02/07/12	118 99	MW	OH		
A200352460	400252	MAXWELL, BONITA G	02/07/12	189 81	MW	OH		
A200352461	400532	MCGUIRE, DONNA HAGOOD	02/07/12	2,940 00	MW	OH	B7	
A200352462	131029	MCREE FORD INC	02/07/12	577 38	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352463	032250	MITCHELL CHUOKE PLUMBING CO	02/07/12	2,472 50	MW	OH		
A200352464	134080	MONROE SYSTEMS FOR BUSINESS I	02/07/12	315 76	MW	OH		
A200352465	708832	MONTY NICHOLS INC	02/07/12	156 00	MW	OH		
A200352466	706214	MORGAN, LE'NARD D	02/07/12	206 46	MW	OH		
A200352467	714258	MORGAN, WILLIAM L H	02/07/12	10 00	MW	OH		
A200352468	405987	MUELLER, DINAH J	02/07/12	357 50	MW	OH	B7	
A200352469	712990	MURRAY, JASON	02/07/12	1,175 77	MW	OH		
A200352470	408716	NACVSO	02/07/12	30 00	MW	OH		
A200352471	404618	NATIONAL COLLEGE OF PROBATE J	02/07/12	150 00	MW	OH		
A200352472	711656	NELSON, TAD A	02/07/12	747 50	MW	OH	B7	
A200352473	410387	NEOPOST USA INC	02/07/12	134 00	MW	OH		
A200352474	400707	NICKELSON, LINDA J	02/07/12	308 75	MW	OH	B7	
A200352475	144261	NORRIS, BRENT T	02/07/12	34 97	MW	OH		
A200352476	400105	OWEN ELECTRIC SUPPLY	02/07/12	36 00	MW	OH		
A200352477	155036	OZARKA NATURAL SPRING WATER	02/07/12	48 20	MW	OH		
A200352478	409712	PARISH, ERVIN R	02/07/12	86 03	MW	OH		
A200352479	711293	PARKS, TAMRA	02/07/12	253 28	MW	OH	B7	
A200352480	408285	PATINA, ANNA	02/07/12	92 69	MW	OH		
A200352481	712197	PATRIOT BANK	02/07/12	6 00	MW	OH		
A200352482	714253	PATTEN LAW FIRM	02/07/12	20 00	MW	OH		
A200352483	713921	PGP TITLE	02/07/12	32 00	MW	OH		
A200352484	709307	PINNACLE MEDICAL MANAGEMENT C	02/07/12	1,639 50	MW	OH		
A200352485	406092	POOR, SHERIFF FREDDIE	02/07/12	2,671 98	MW	OH		
A200352486	714225	PRINCIPAL MANAGEMENT GROUP	02/07/12	8 00	MW	OH		
A200352487	706331	PRINTECH INC	02/07/12	1,050 00	MW	OH		
A200352488	712275	Q C LABORATORIES INC	02/07/12	403 50	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352489	705753	QUINTANILLA, DONNIE	02/07/12	601 25	MW	OH	B7	
A200352490	055012	R B EVERETT & CO	02/07/12	158 74	MW	OH		
A200352491	032318	R C CHUOKE & ASSOCIATES INC	02/07/12	2,950 00	MW	OH		
A200352492	410560	R M SILKSCREEN	02/07/12	252 00	MW	OH		
A200352493	712886	R W LUCAS CONSTRUCTION LLC	02/07/12	642,470 34	MW	OH		
A200352494	712364	RAMIREZ, VICTORIA	02/07/12	204 80	MW	OH		
A200352495	713946	RESIDENTIAL SERVICES LLC	02/07/12	8 00	MW	OH		
A200352496	713999	RICE, M SUSAN	02/07/12	8 00	MW	OH		
A200352497	405218	RIOS, MARTHA	02/07/12	429 02	MW	OH		
A200352498	184069	ROSENBERG LIBRARY	02/07/12	90,166 66	MW	OH		
A200352499	710577	RUSSELL, GREG	02/07/12	4,521 25	MW	OH	B7	
A200352500	712413	RUZZO, PATRICK J	02/07/12	1,657 50	MW	OH	B7	
A200352501	403785	SAENZ, ALVIN N	02/07/12	1,462 50	MW	OH	B7	
A200352502	405145	SAM'S CLUB DIRECT	02/07/12	539 16	MW	OH		
A200352503	400133	SANDERS, EARNESTINE LYNCH	02/07/12	589 89	MW	OH		
A200352504	191023	SANTA FE AUTO PARTS INC	02/07/12	599 58	MW	OH		
A200352505	714223	SARTEX TITLE COMPANY-CLEAR LA	02/07/12	69 00	MW	OH		
A200352506	700995	SCANLAN JR, JAMES E	02/07/12	765 52	MW	OH	EX	
A200352507	704614	SCHNEIDER ELECTRIC BUILDINGS	02/07/12	2 536 00	MW	OH		
A200352508	702664	SCHWAB, TAYLOR	02/07/12	429 00	MW	OH	B7	
A200352509	711834	SEARS & BENNETT LLP	02/07/12	812 50	MW	OH	B7	
A200352510	192229	SEARS ROEBUCK AND COMPANY	02/07/12	126 61	MW	OH		
A200352511	192161	SHATTUCK, BOB	02/07/12	1,760 00	MW	OH	B7	
A200352512	711263	SILVERLEAF RESORTS INC	02/07/12	46 00	MW	OH		
A200352513	709806	SMITH IRRIGATION EQUIPMENT	02/07/12	55 50	MW	OH		
A200352514	402266	SMITH, PATRICIA	02/07/12	38 30	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352515	704289	SOLUTIONS4SURE COM INC	02/07/12	33 53	MW	OH		
A200352516	194571	SOLVCHEM INC	02/07/12	301 00	MW	OH		
A200352517	712436	SOUTH LAND TITLE LLC	02/07/12	375 00	MW	OH		
A200352518	408548	SPORT SUPPLY GROUP INC	02/07/12	337 98	MW	OH		
A200352519	707542	SPRINT SPECTRUM LP	02/07/12	318 03	MW	OH		
A200352520	711254	STARTEX TITLE	02/07/12	44 00	MW	OH		
A200352521	432219	STEWART, DELLA L	02/07/12	109 89	MW	OH		
A200352522	709091	STICKLER TOMMY JAMES	02/07/12	715 00	MW	OH	B7	
A200352523	711234	SULLIVAN LAND SERVICES LTD	02/07/12	54,658 25	MW	OH		
A200352524	713192	SULLIVAN, DWIGHT D	02/07/12	60 00	MW	OH		
A200352525	410529	TAYLOR ANGELA M	02/07/12	1,365 00	MW	OH	B7	
A200352526	202671	TEXAS ASSOCIATION OF COUNTIES	02/07/12	30,097 46	MW	OH		
A200352527	404797	TEXAS COLLEGE OF PROBATE JUDG	02/07/12	975 00	MW	OH		
A200352528	404521	TEXAS GUARDIANSHIP ASSOCIATIO	02/07/12	80 00	MW	OH		
A200352529	708583	TEXAS LAW & PSYCHIATRY PLLC	02/07/12	2,900 00	MW	OH		
A200352530	406578	TEXAS STATE UNIVERSITY SAN MA	02/07/12	600 00	MW	OH		
A200352531	406147	THOMA, JOHN	02/07/12	1 769 10	MW	OH	B7	
A200352532	712920	TINAD LLC	02/07/12	1,720 25	MW	OH		
A200352533	700583	TORRES, ROBERTO	02/07/12	243 75	MW	OH	B7	
A200352534	707297	TRACTOR SUPPLY COMPANY	02/07/12	161 91	MW	OH		
A200352535	700925	TRAVIS COUNTY	02/07/12	1,172 00	MW	OH		
A200352536	204479	TREASURE ISLAND TROPHIES	02/07/12	260 00	MW	OH		
A200352537	711566	TREVINO ISMAEL	02/07/12	97 50	MW	OH	B7	
A200352538	405980	TURMAN AND ASSOCIATES INC	02/07/12	658 70	MW	OH	B7	
A200352539	705306	UNBEHAGEN, O C	02/07/12	6,666 66	MW	OH		
A200352540	713669	UNION PACIFIC RAILROAD COMPAN	02/07/12	24,124 71	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
A200352541	701538	UNITED PARCEL SERVICE	02/07/12	141 96	MW	OH		
A200352542	402963	WASTE MANAGEMENT INC	02/07/12	597 46	MW	OH		
A200352543	701863	WEBER WINIFRED B	02/07/12	682 50	MW	OH	B7	
A200352544	701533	WEST PUBLISHING CORPORATION	02/07/12	193 60	MW	OH		
A200352545	405544	WILLEY, BARRY C	02/07/12	106 56	MW	OH		
A200352546	714255	WILSON, MICHAEL L	02/07/12	50 00	MW	OH		
A200352547	405396	WOOTEN, THOMAS J	02/07/12	1,657 50	MW	OH	B7	
A200352548	706107	XNET SYSTEMS INC	02/07/12	338 30	MW	OH		
A200352549	713731	YELTON KATHRYN A	02/07/12	36 92	MW	OH		

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	1910,639 16	Number of Checks Processed	217
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	1910,639 16		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
F600000350	161059	BOB PAGAN FORD INC	02/07/12	584 42	CX	OH		
F600000351	711931	DSW HOMES LLC	02/07/12	54,902 44	CX	OH		
F600000352	071118	GALVESTON NEWSPAPERS INC	02/07/12	168 00	CX	OH		
F600000353	708153	LAW OFFICE OF KATHRYN BRADFIE	02/07/12	497 25	CX	OH	B7	
F600000354	705097	LONE STAR UNIFORMS INC	02/07/12	5 600 00	CX	OH		

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	61,752 11	Number of Checks Processed	5
S U B T O T A L	61,752 11		

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	1910,639 16	Number of Checks Processed	217
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	61,752 11	Number of Checks Processed	5
G R A N D T O T A L	1972,391 27		

AGENDA ITEM #2b

ORDER

On this the 7th day of February 2012, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark 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 Feb 1st, 2012 and being salary warrant numbers **PY0333153 through PY0333169 and EFT90324101 through EFT90325391** . The gross amount of such warrants are estimated **$2,793,281.12 for Biweekly Payroll #03, 2012.**

UPON MOTION OF COUNTY COMMISSIONER **DOYLE** AND SECONDED

BY **COUNTY JUDGE HENRY** THE ABOVE ORDER WAS PASSED THIS **7TH** DAY

OF **FEB.**, 2012 with **5** votes cast in favor thereof and **0** votes cast against

COUNTY OF GALVESTON, TEXAS

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #2c

COUNTY OF GALVESTON

MEMORANDUM

January 30, 2011

To Patricia Grady
County Judge's Office

FROM: Tony Pompa
Auditor's Office

SUBJECT Commissioners' Court Agenda

Please include the following item to the next Commissioners' Court Agenda

If you should have any question please call me at extension 5327.

ORDER

On this 7th day of February, 2012, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge
Patrick F Doyle, Commissioner, Precinct No 1
Kevin 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 Commissioners' Court approving the payments of the monthly Health Insurance claims of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by Boon Chapman for the month ending November 30, 2011 the gross amount of such payment being $1,092,779.89

UPON MOTION OF THE COUNTY COMMISSIONER DOYLE AND SECONDED BY COUNTY JUDGE HENRY the above order was passed this 7TH DAY OF FEBRUARY, 2012 with 5 votes cast in favor thereof and 0 votes cast against.

County of Galveston, Texas

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED.

Cliff Billingsley,CPA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - MNB3010008898
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013056)
November 30, 2011

BALANCES PER THE BANK				
	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	$ 88,520.64	$ 1,043,211 35	$ 1,043,230 46	$ 88,501.53
DEPOSITS IN TRANSIT				
PRIOR MONTH CLAIMS FUNDING		-		-
CURRENT MONTH CLAIMS FUNDING				-
		-		-
OUTSTANDING CHECKS				
PRIOR MONTH 28,015 41	(28,015.41)		(28,015.41)	-
CURRENT MONTH 77,564.84			77,564.84	(77,564.84)
ADJUSTMENTS				
Duplicate Ck#13710 clrd: ck13598 duplicate	54.49			54.49
Amount Error Ck# 13671 clrd1/4/08 as 13674 for 54.49 sb 6 81	47.58			47.58
Ck #28408 cleared 12/8/08 for 7.11 sb 7 34	(0.23)			(0.23)
3/1/10 Ck41715 cleared for 7 81 s/h/bn 47 81 is OS	47.81			47.81
8/20/10 Ck47153 cleared as 47151&ck47153 is in OS list for original amount of $1,100 80	1,100.80			1,100.80
ADJUSTED BALANCES PER BANK	$ 61,755.68	$ 1,043,211.35	$ 1,092,779.89	$ 12,187.14

BALANCES PER THE BOOKS				
	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 12,060.07	$ 1,043,167.63	$ 1,043,167.63	$ 12,060.07
ADJUSTMENTS·				
10/31/11 Vpay draw in transit	49,612.26		49,612.26	-
				-
				-
				-
INTEREST:				-
October-11	83.35			83.35
November-11		43.72		43.72
				-
ADJUSTED BALANCES PER BOOK	$ 61,755.68	$ 1,043,211.35	$ 1,092,779.89	$ 12,187.14

ACCOUNT NUMBER 3010008898
ENCL 1

GALVESTON COUNTY
BOON-CHAPMAN HEALTH
****
SEND TO ANNEX BUILDING
****

EFFECTIVE JULY 21, 2011, MOODY NATIONAL BANK MAKES THE FIRST $200 OF NON NEXT DAY CHECKS YOU DEPOSIT AVAILABLE ON THE NEXT BUSINESS DAY

CHECKING ACCOUNTS

VIEW OUR PRIVACY STATEMENT ONLINE AT WWW MOODYBANK.COM

COMMERCIAL CHEX + NOW CHECKING		NUMBER OF ENCLOSURES	1
ACCOUNT NUMBER	3010008898	Statement Dates	11/01/11 thru 11/30/11
PREVIOUS BALANCE	88,520.64	DAYS IN THE STMT PERIOD	30
5 DEPOSITS/CREDITS	1,043,167.63	AVERAGE DAILY BALANCE	151,975.65
5 CHECKS/DEBITS	1,043,230.46	AVERAGE COLLECTED BAL	151,975.65
SERVICE CHARGE	.00	Interest Earned	43.72
INTEREST PAID	43.72	Annual Percentage Yield Earned	0.35%
CURRENT BALANCE	88,501.53	2011 Interest Paid	1,224.36

	Total For This Period	Total Year-to-Date
TOTAL OVERDRAFT FEES	$.00	$ 00
TOTAL INSUFFICIENT ITEM FEES	$.00	$.00

AGENDA ITEM #2d

COUNTY OF GALVESTON

MEMORANDUM

January 30, 2012

To: Patricia Grady
County Judge's Office

FROM: Tony Pompa
Auditor's Office

SUBJECT: Commissioners' Court Agenda

Please include the following item to the next Commissioners' Court Agenda

If you should have any question please call me at extension 5327

ORDER

On this the 7th day of February, 2012, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge
Patrick F Doyle, Commissioner, Precinct No. 1
Kevin 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 Commissioners' Court approving the payments of the monthly Workers' Compensation claims of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by The Littleton Group for the month ending November 30, 2011 the gross amount of such payment being $98,219 25

UPON MOTION OF THE COUNTY COMMISSIONER DOYLE AND SECONDED BY COUNTY JUDGE HENRY the above order was passed this 7TH DAY OF FEBRUARY, 2012 with 5 votes cast in favor thereof and 0 votes cast against.

County of Galveston, Texas

Mark Henry, County Judge,

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED

Cliff Billingsley, CPA
County Auditor

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
LITTLETON GROUP - MNB # 3010009748
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123 & 6124-000000-1013055)
November 30, 2011

BALANCES PER THE BANK		BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK		$ 8,867.40	$ 130,321.80	$ 112,256 60	$ 26,932.60
DEPOSITS IN TRANSIT					
PRIOR MONTH			-	-	-
			-		-
OUTSTANDING CHECKS					
PRIOR MONTH	42,627.33	(42,627.33)		(42,627.33)	-
CURRENT MONTH	28,589.98			28,589.98	(28,589 98)
Bank Adjustments:					
2/15,16/10 Adj for unknwn OS cks, Treas- Littleton Admin ran test ck file - cks unissued & await clearing by Treas		2,255.68			2,255.68
5/17/11 Stop Payment Fee		30.00			30 00
6/2/11 Stop Payment Fee		30.00			30.00
7/7/11 Stop Payment fee		30.00			30.00
					-
ADJUSTED BALANCES PER BANK		$ (31,414.25)	$ 130,321 80	$ 98,219.25	$ 688.30

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 675.44	$ 130,312.59	$ 130,312.59	$ 675.44
Book Adjustments				-
10/26/11 WC Claims Funded in November	(11,983.98)		(11,983.98)	-
10/28/11 WC Claims Funded in November JE00033489	(2,400.68)		(2,400.68)	-
10/31/11 WC Claims Funded in November	(17,708.68)		(17,708.68)	-
				-
Interest				-
Oct - 2011	3.65			3 65
Nov-2011		9 21		9.21
ADJUSTED BALANCES PER THE BOOKS	$ (31,414.25)	$ 130,321.80	$ 98,219.25	$ 688.30

ACCOUNT NUMBER 3010009748
ENCL 176

GALVESTON COUNTY
LITTLETON GROUP WORKERS COMP
****
SEND TO ANNEX BUILDING
****

EFFECTIVE JULY 21, 2011, MOODY NATIONAL BANK MAKES THE FIRST $200 OF NON NEXT DAY CHECKS YOU DEPOSIT AVAILABLE ON THE NEXT BUSINESS DAY.

CHECKING ACCOUNTS

VIEW OUR PRIVACY STATEMENT ONLINE AT WWW MOODYBANK COM

COMMERCIAL CHEX + NOW CHECKING		NUMBER OF ENCLOSURES	176
ACCOUNT NUMBER	3010009748	Statement Dates	11/01/11 thru 11/30/11
PREVIOUS BALANCE	8,867.40	DAYS IN THE STMT PERIOD	30
14 DEPOSITS/CREDITS	130,312.59	AVERAGE DAILY BALANCE	32,017.22
176 CHECKS/DEBITS	112,256 60	AVERAGE COLLECTED BAL	32,017.22
SERVICE CHARGE	00	Interest Earned	9.21
INTEREST PAID	9.21	Annual Percentage Yield Earned	0.35%
CURRENT BALANCE	26,932.60	2011 Interest Paid	193 97

	Total For This Period	Total Year-to-Date
TOTAL OVERDRAFT FEES	$.00	$.00
TOTAL INSUFFICIENT ITEM FEES	$ 00	$.00

AGENDA ITEM #3

Summary of Bi-Weekly Personnel Movements

Pay Period #26 December 8-21, 2011

	Positions	Current Appointments						Current Movements							Current Separations					
Department	Budgeted	FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire	Death	Other	Total
General Government	1 00						0							0						0
Facilities	20 0	1					1							0						0
Professional Services	6 0						0							0						0
Road District #1	4 0						0							0						0
County Judge	4 0						0							0						0
County Commissioners	8 0						0							0						0
Tax Office	51 0	1					1							0						0
County Auditor	33 0						0							0						0
County Clerk	43 0	1					1	2						2	1					1
County Clerk Records Mgmt	9 0						0							0						0
County Clerk Elections	5 0						0							0						0
Purchasing Agent	8 0	1					1							0						0
County Treasurer	7 0						0							0	1					1
Veterans Service	3 0						0							0						0
Human Resources	5 0	1					1							0						0
County Legal	6 0						0							0						0
Justice Administration	6 0						0							0						0
District Courts	19 0						0							0						0
County Courts	9 0						0							0						0
County Probate Court	6 0						0							0						0
Justice Courts	44 0						0							0						0
District Clerk	50 0						0							0	1					1
District Attorney/Jury & Trial	73.0						0			2				2						0
Pre-Trial Release	7 0						0							0						0
Sheriff	513 0						0	1					1	2	3					3
Constables	46 0						0				1			1						0
Social Services	12 0						0							0						0
Child Welfare	1 0						0							0						0
Senior Services	22 0						0							0						0
Emergency Management	6 0						0							0						0
Extension Services	9 0						0							0						0
County Engineer	7 0						0							0						0
Building Inspector	2 0						0							0						0
Community Services	3 0						0							0						0
Information Technology	51 0						0							0						0
County Parks	44.0						0							0						0
Beach Parks	2 0						0							0						0
Museum	2 0						0							0						0
Road & Bridge/Drainage/Beach	73 0						0							0						0
County Health District	9 0						0							0						0
Law Library	1 0						0							0						0
Juvenile Probation	68 0						0			3				3	1					1
Courthouse Security	4 0						0							0						0
Mosquito Control	13 0						0							0						0
Right of Way	1 0						0							0						0
Seawall Maintenance	6 0						0							0						0
Housing & Economic Dev	6 0						0							0						0
Grand Total	1328 0	5	0	0	0	0	5	3	0	5	1	0	1	10	7	0	0	0	0	7
Job Applications Received	48																			

Revised 10/11

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period 12/8/2011 thru 12/21/2011

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	BALVANTIN, CHRISTINA	FTBE	17 SENIOR COURT CLERK		12/16/2011	12E1	$33,187	1,276 43 B	TERMINATION
114000	County Clerk	COMFAUX, CELESTE L	FTBE	11 COURT CLERK	12/8/2011		11A1	$28,617	1,100 66 B	PROMOTION
114000	County Clerk	LUKER, MARGARET A	FTBE	55 COURT CLERK-PROBATE	12/15/2011		11A1	$28,617	1,100 66 B	APPOINTMENT
114000	County Clerk	STOVER, CARLA J	FTBE	17 SENIOR COURT CLERK	12/19/2011		12E1	$30,065	1,156 38 B	PROMOTION
122100	County Court #1 - Grady	GRADY, JOHN H	ELEC	1 JUDGE-COUNTY COURT 1		12/21/2011	0000	$140,000	5,384 62 B	APPOINTMENT
126100	District Clerk	FALKS, ASHLEY C	FTBE	521 COURT CLERK COORDINATOR		12/19/2011	14A1	$33,187	1,276 43 B	TERMINATION
127100	District Attorney	FRANK, JOSEPH C	FTBE	74 ASSISTANT DISTRICT ATTORNEY	12/12/2011		22A1	$54,381	2,091 58 B	REASSIGNMENT
127100	District Attorney	WASHINGTON, TIRRELL P	FTBE	26 SENIOR ASST DIST ATTORNEY	12/12/2011		22B1	$55,740	2,143 87 B	REASSIGNMENT
151500	Tax Assessor/Collector	JANIK, TERI-JO E	FTBE	35 ADMINISTRATIVE SECRETARY	12/16/2011		10A1	$27,238	1,047 62 B	APPOINTMENT
151600	County Treasurer	PAGE, TRACEY	FTBE	7 SECRETARY/PAYROLL CLERK		12/14/2011	11A1	$28,617	1,100 66 B	TERMINATION
151800	Purchasing	PLEASANT, SHAKISHA	FTBE	13 ADMINISTRATIVE ASSISTANT	12/8/2011		12A1	$30,065	1,156 38 B	APPOINTMENT
155000	Human Resources	COWSER, ALISHA	FTBE	6 HUMAN RESOURCES ASSISTANT	12/8/2011		12A1	$30,065	1,156 38 B	APPOINTMENT
170100	Facilities Srvs &	WILSON, CHRIS D	FTBE	14 FACILITIES MAINT MECH II	12/8/2011		14A1	$33,187	1,276 43 B	APPOINTMENT
211133	Corrections-Sheriff	DEKLEIN, MICHAEL A	FTBE	76 DEPUTY V		12/20/2011	13D1	$34,016	1,308 34 B	TERMINATION
211133	Corrections-Sheriff	KIM, KEVIN H	FTBE	205 DEPUTY II	12/20/2011		14G1	$43,544	1,674 79 B	
211133	Corrections-Sheriff	MARTINEZ III, JOSE M	FTBE	58 SERGEANT-CORRECTIONS	12/20/2011		18J1	$50,498	1,942 24 B	PROMOTION
211133	Corrections-Sheriff	PEARCY, BRIAN A	FTBE	173 DEPUTY I		12/17/2011	13D1	$34,016	1,308 34 B	TERMINATION
211133	Corrections-Sheriff	SPOTTED BEAR,	FTBE	189 ENTRY LEVEL		12/14/2011	12D1	$32,377	1,245 30 B	TERMINATION
223900	Constable Pct #6 - Comeaux	LOFTIN, RICHARD D	FTBE	3 DEPUTY CONSTABLE-PCT 9	12/12/2011		15D1	$37,548	1,444 16 B	TRANSFER
256118	Detention	FLEMING, CALEB M	FTBE	46 JUVENILE SUPERVISION OFCR		12/11/2011	1200	$31,299	1,203 82 B	TERMINATION
256118	Detention	WILLIAMS JR, JAMES E	FTBE	50 JUVENILE SUPERVISION OFCR	12/8/2011		1200	$31,299	1,203 82 B	REASSIGNMENT
256118	Detention	CAPTAIN, COURTNEY R	PTNH	501 JUVENILE SUPERVISION	12/16/2011		12B1	$15,028	14 45 H	REASSIGNMENT
256118	Detention	KUFEJI, MARCUS A	PTNH	502 JUVENILE SUPERVISION	12/19/2011		12B1	$19,552	18 80 H	REASSIGNMENT

* Rate Type H = Hourly, B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 12/8/2011 thru 12/21/2011

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
256155	JJAEP	GOYNES, ANGELIA M	FTBE	68 JUVENILE SUPERVISION OFCR		12/21/2011	1200	$41,668	1,602 65 B	ACCT # CHANGE

* Rate Type H = Hourly, B = Biweekly Salary

AGENDA ITEM #4

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
JAN 23 2012
GALVESTON COUNTY JUDGE

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

January 19, 2012

Honorable Judge James D Yarbrough
722 Moody
Galveston, Texas 77550
Galveston County

Honorable Judge Yarbrough

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company is providing new utility service connections for counties you represent

Any questions please contact Sara Walters at 469-484-8587

Sincerely,

Stacy R Whitehurst

SRW/sw
Enclosure

cc Sara Walters

Texas New Mexico Power Company
New Premise Turn-Ons
577 N Garden Ridge Blvd
Lewisville, Texas 75067
Phone 972-420-4189

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
5710 ANDERSON	TEXAS CITY TX 77591	12-JAN-2012	544781
5712 ANDERSON	TEXAS CITY TX 77591	12-JAN-2012	544782
S 331 ALGERIA	TEXAS CITY TX 77591	12-JAN-2012	544780
2202 2ND N AVE	TEXAS CITY TX 77590	12-JAN-2012	544779
7813 BIG OAK DR	TEXAS CITY TX 77591	18-JAN-2012	545499
921 15TH N AVE	TEXAS CITY TX 77590	12-JAN-2012	544749
8017 BIG OAK DR	TEXAS CITY TX 77591	18-JAN-2012	545500
W 1114 LEAGUE CITY PKWY	LEAGUE CITY TX 77573	10-JAN-2012	544599
N 122 GOLDEN OAK DR	TEXAS CITY TX 77591	19-JAN-2012	545529

TNMP

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
JAN 26 2012
GALVESTON COUNTY JUDGE

January 23, 2012

Honorable Judge James D Yarbrough
722 Moody
Galveston, Texas 77550
Galveston County

Honorable Judge Yarbrough

As required in House Bill 3059, Section 366 005, Texas-New Mexico Power Company is providing new utility service connections for counties you represent

Any questions please contact Sara Walters at 469-484-8587

Sincerely,

Stacy R Whitehurst

SRW/sw
Enclosure

cc Sara Walters

Texas New Mexico Power Company
New Premise Turn-Ons
577 N Garden Ridge Blvd
Lewisville, Texas 75067
Phone 972-420-4189

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
3419 BORDEN GULLY DR	DICKINSON TX 77539	19-JAN-2012	545649
427 SPRING GULLY DR	DICKINSON TX 77539	19-JAN-2012	545651
N GOLDEN OAK DR	TEXAS CITY TX 77591	19-JAN-2012	545529
8601 EMMETT F LOWRY UNIT METER1	TEXAS CITY TX 77591	20-JAN-2012	545709
3203 BORDEN GULLY DR	DICKINSON TX 77539	19-JAN-2012	545650

AGENDA ITEM #5

NISC
NATIONAL INSTITUTE OF SENIOR CENTERS

12/22/2011

Olda Perez
Johnson Community Center
4102 Main Street
La Marque, Texas 77568

Dear Olda:

I am pleased to officially inform you that the Accreditation Board met on November 22, 2011 and unanimously approved the recommendation for accreditation of the Johnson Community Center. Successfully achieving accreditation status takes the work of many people both in the senior center and in the community. When these two groups work together the rewards will be felt for many years to come. Your organization demonstrates outstanding leadership and commitment to quality programs and services. This letter is your official notification that the Johnson Community Center has been accredited by NCOA/NISC for a period of five years (November 2011 through October 2016).

Your Peer Reviewer, Sandi Johnson observed many strengths of the Johnson Community Center. These included:

- State of the art facility in a lovely park setting
- Many collaborations with local organizations
- Energetic Manager and committed volunteers

Recommendations for the future on a County level included:

- Purpose – Consider adding Vision Statement as Mission is overarching for all senior services
- Community Partnerships – Develop a comprehensive Marketing Plan for County centers and give centers the opportunity to individualize their plans based on community demographics
- Governance – Consider expanding site council to include community leaders who have a good sense of community needs and interests of the " younger seniors"

- Administration and Human Resources – Develop a system that ensure annual Performance Evaluations and explore web based training programs for staff. Add Termination Statement to Volunteer Handbook when it is revised again.
- Evaluation – assist centers with the development and implementation of Outcome Evaluation Surveys
- Fiscal - Explore new revenue streams for centers including program fees and bequests
- Records and Reports – Institute a Confidentiality sign-off policy for both staff and volunteers

And specific to Johnson Community Center included:

- Work with county staff to implement above recommendations
- Continue to work on development and implementation of programs for " younger seniors"
- Continue to seek community partners such as the community college as offer the Center as a site for student internships
- Consider purchasing a simple electronic tracking package to insure accurate unduplicated reporting of participants

We are pleased to have the Johnson Community Center on the list of more than 130 senior centers who meet the standards as developed by NISC. These are centers that are held up as models for others to follow. We know that you and your staff will continue to improve and adapt to meet the changing needs of the older population. We congratulate you and your staff in striving to meet the needs of the older population in your community.

Sincerely,

Dianne Stone
Chair, National Accreditation Board

National Council on Aging
1901 L Street NW 4th Floor Washington, DC 20036
Tel 202-479-1200 • TDD 202-479-6674 • Fax 202-479-0735 • http://www.ncoa.org

NISC
NATIONAL INSTITUTE OF SENIOR CENTERS

12/22/2011

Peggy Davis
Bacliff Community Center
4503 11th Street
Bacliff, Texas 77518

Dear Peggy:

I am pleased to officially inform you that the Accreditation Board met on November 22, 2011 and unanimously approved the recommendation for accreditation of the Bacliff Community Center. Successfully achieving accreditation status takes the work of many people both in the senior center and in the community. When these two groups work together the rewards will be felt for many years to come. Your organization demonstrates outstanding leadership and commitment to quality programs and services. This letter is your official notification that the Bacliff Community Center has been accredited by NCOA/NISC for a period of five years (November 2011 through October 2016).

Your Peer Reviewer, Sandi Johnson observed many strengths of the Bacliff Community Center. These included:

- Participants are interested in volunteering at their Center.
- Site Council members are dedicated and committed to finding creative projects for their Center e.g. gardens, securing books for the library or developing intergenerational programs.
- The small staff is dedicated and works diligently to make the Center a comfortable setting and introducing the seniors to new activities.

Recommendations for the future on a County level included:

- Purpose – Consider adding Vision Statement as Mission is overarching for all senior services
- Community Partnerships – Develop a comprehensive Marketing Plan for County centers and give centers the opportunity to individualize their plans based on community demographics
- Governance – Consider expanding site council to include community leaders who have a good sense of community needs and interests of the " younger seniors"

- Administration and Human Resources – Develop a system that ensure annual Performance Evaluations and explore web based training programs for staff. Add Termination Statement to Volunteer Handbook when it is revised again.
- Evaluation – assist centers with the development and implementation of Outcome Evaluation Surveys
- Fiscal - Explore new revenue streams for centers including program fees and bequests
- Records and Reports – Institute a Confidentiality sign-off policy for both staff and volunteers

And specific to Bacliff Community Center included:

- Work with County staff to implement above recommendations
- Work on development of programs for the younger seniors and secure sites for off-site programs for the seniors
- Evaluation-implement Outcome Evaluation surveys
- Advocate for a new facility
- Consider a simple Annual Report focusing on Bacliff Community Center

We are pleased to have the Bacliff Community Center on the list of more than 130 senior centers who meet the standards as developed by NISC. These are centers that are held up as models for others to follow. We know that you and your staff will continue to improve and adapt to meet the changing needs of the older population. We congratulate you and your staff in striving to meet the needs of the older population in your community.

Sincerely,

Dianne Stone
Chair, National Accreditation Board

National Council on Aging
1901 L Street NW 4th Floor Washington, DC 20036
Tel 202-479-1200 • TDD 202-479-6674 • Fax 202-479-0735 • http://www.ncoa.org

AGENDA ITEM #6

ANDREWS KURTH LLP
ATTORNEYS

600 Travis, Suite 4200
Houston, Texas 77002
713 220 4200 Phone
713 220 4285 Fax
andrewskurth com

Deborah Hodges
713 220 3860 Phone
DebbyHodges@andrewskurth com

RECEIVED
JAN 9 12
GALVESTON COUNTY JUDGE

January 18, 2012

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

Mr. Louis Pauls
Louis Pauls & Company
1413 Tremont, Suite 200
Galveston, Texas 77550

Mr Jeff Modzelewski
Office of the County Auditor
Galveston County
722 Moody
Galveston, Texas 77550

Mr Mauri Cowen
U S Bank National Association
5555 San Felipe Street, Suite 1150
Houston, Texas 77056

Mr Jim Niederle
Hutchinson Shockey Erley & Co
4545 Post Oak Place, Suite 125
Houston, Texas 77027

Mr Marcus Deitz
Fulbright & Jaworski LLP
1301 McKinney, Suite 5100
Houston, TX 77010-3095

Re. *$4,205,000 Galveston County, Texas Limited Tax Refunding Bonds, Series 2011A and $4,145,000 Galveston County, Texas Unlimited Tax Refunding Bonds, Series 2011B CLOSED November 22, 2011*

Gentlemen

Enclosed please find electronic copies of the transcript of proceedings for the above captioned two issues. Additionally, bound copies have also been sent to Judge Henry for the County's files

I will forward the County's Limited Tax Refunding Bonds, Series 2011C transcript by next week I apologize for the delay

Please let me know if you have any questions regarding the transcript or require further assistance Thank you

Very truly yours,

Deborah Hodges
Legal Secretary to Tom Sage, Nathelie Ashby and Joetta Bowie

ANDREWS
ATTORNEYS KURTH LLP

600 Travis, Suite 4200
Houston, Texas 77002
713 220 4200 Phone
713 220 4285 Fax
andrewskurth com

RECEIVED
JAN 26 2012
GALVESTON COUNTY JUDGE

Deborah Hodges
713 220 3860 Phone
DebbyHodges@andrewskurth com

January 24, 2012

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

Mr Louis Pauls
Louis Pauls & Company
1413 Tremont, Suite 200
Galveston, Texas 77550

Mr Jeff Modzelewski
Office of the County Auditor
Galveston County
722 Moody
Galveston, Texas 77550

Mr Mauri Cowen
U S Bank National Association
5555 San Felipe Street, Suite 1150
Houston, Texas 77056

Mr. Jim Niederle
Hutchinson Shockey Erley & Co
4545 Post Oak Place, Suite 125
Houston, Texas 77027

Mr Marcus Deitz
Fulbright & Jaworski LLP
1301 McKinney, Suite 5100
Houston, TX 77010-3095

Re *$3,390,000 Galveston County, Texas Limited Tax Refunding Bonds, Series 2011C*

CLOSED November 22, 2011

Gentlemen

Enclosed please find a electronic copy of the transcript of proceedings for the above captioned issue Additionally, a bound copy has been sent to Judge Henry for the County's files

Please let me know if you have any questions regarding the transcript or require further assistance Thank you

Very truly yours,

Deborah Hodges
Legal Secretary to Tom Sage, Nathelie Ashby and Joetta Bowie

AGENDA ITEM #7

Contract for Election Services

[May Election Cycle Even Numbered Years]

This Contract is made and entered into this 20 day of DEC, 2011 by and between Hon Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and MAYOR ROSENQUIST on behalf of CITY OF BAYOU VISTA ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:
Purpose of Election. GENERAL ELECTION TO ELECT MAYOR AND TWO (2) ALDERMEN

MAY 12, 2012
Election Date

JUNE 23, 2012
Runoff Election Date

1. Duties and Services of the Contracting Officer.
The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1 Program, or arrange to have programmed, the ballot.
[Cost: Based upon the number of contests on the ballot. See attached Fee Schedule]

1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127 098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public.
[Cost: The cost for publishing the notice will be split equally between all the entities involved See attached Fee Schedule]

1 3 Provide technical and equipment support for the voting machines and equipment being provided to the Contracting Authority In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
[Cost: Included in the 10% election fee]

1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]

For additional Duties of the Contacting Officer see the table below

RECEIVED
12 JAN 23 AM 11:34
COUNTY CLERK
GALVESTON COUNTY, TEXAS

2. Duties and Services of the Contracting Authority.
The Contracting Authority will be responsible for performing the duties and services set forth in this section

2 1 Prepare and submit all required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2 2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.

2 4 Establish uniform hours for early voting in accordance with Texas Election Code §85.005. With multiple entities holding elections it is the goal to have uniform hours for polling places across the county thereby reducing the cost of the elections. Texas Election Code §85.005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day. The Contracting Authority will work with the Contracting Officer and other jurisdictions holding May entity elections in an attempt to ensure uniform election hours county-wide.

2.5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day.

2 6 If the Contracting Authority is selecting the polling locations, it will submit a list of them and the contact information for each facility to the Contracting Officer by **February 1, 2012.** Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

2.7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than MARCH 7, 2012.** All language on the ballot must be provided in both English and Spanish

2 8 Return to the Contracting Officer, by **noon on MARCH 23, 2012**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made

2.9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2 5, 2 6, 2.7 and 2 8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.10 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

2.11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations

2.12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results.

2.13 Appoint the Signature Verification Committee and the Early Voting Ballot Board, and the presiding judge of the Central Counting Station. The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals

2 14 Pay a $100 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

2.15 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice. If the Contracting Authority is appointing personnel to staff the polling locations, Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers

Cancellation of Contract: Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a fee of $500 or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U S C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the

electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U S.C.S1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

The Rest of This Page has Intentionally Been Left Blank.

Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☑	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night [**Cost:** $50 per kit]
☑	☐	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night [**Cost:** Overtime for staff and part time workers hired to provide this service will be evenly split between the entities choosing this service]
☐	☑	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [**Cost:** $250 per eSlate or JBC and $300 per DAU eSlate]
☑	☐	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [**Cost:** $100 delivery per location]
☐	☑	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment [**Cost:** Determined by the number of contests on the ballot. $550 for up to ten contests, $1,100 for up to 20, $1,650 for up to 30, $2,450 for up to 40 and $3,000 for 41 or more contests]
☑	☐	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night [**Cost:** $350 for use of the equipment plus overtime for county employees doing the tabulation (est max. $350)]

Contracting Authority to Perform	Contracting officer to perform	Service
☐	☐	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election [**Cost:** Included in the 10% election fee]
☐	☑	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 6 p.m [**Cost:** $50 per trainee attending the four hour sessions]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training Clerks shall be required to attend training but if they have attended a County-conducted election training session within 90 days of the commencement of May 2012 Early Voting they will not be required to attend additional training for this election cycle		
☐ **Waive**	☐ **Select**	*Waiver of evening training:* The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions By checking the Decline box
☐ **Use ePollBooks**	☑ **Use Paper Poll Books**	*ePollBook Option·* Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books [**Cost:** $100 each with two per polling location]
☑	☐	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he will inform the Contracting Officer of said selections and provide the facilities contact information for each location
☐	☑	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority. In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election [**Cost:** Base cost of $10 per hour per worker If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements and who will be paid at their normal overtime rate Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy]

Contracting Authority to Perform	Contracting Officer to perform	Service
If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4.007. Otherwise the Contracting Authority shall perform this service. [No additional cost]		
Note: Due to the requirements placed upon Galveston County by SB 100 passed by the 82nd Texas Legislature Regular Session, the Contracting Officer will not be able to offer Ballot by Mail services to any entity during even numbered year election cycles. For entities that contract with the Contracting Officer to program ballots and tally their results, paper ballots will be provided to support their ballot by mail process. The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is $.25 per ballot.		
☐ **Accept**	☐ **Decline**	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.

3. Compensation, Billing, and Payment.

Attached to this Contract is a Schedule of Fees for Services rendered by Contracting Officer to Contracting Authority. Pursuant to Texas Election Code §31.100 these fees are the actual expenses incurred by Contracting Officer in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.14, the Contracting Authority shall pay $100 per Early Voting and Election Day polling location within its jurisdiction to help defray the $7,400 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

(1) The base rate of pay for each worker who has attended training is $10 per hour and the base pay for any clerk who has been unable to attend training is $8 per hour.

(2) If any election worker serves more than 40 hours during a normal pay week *(Thursday through Wednesday)* they will be paid time-and-a-half for each hour served over 40 during that pay week.

(3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph.

In addition to the attached Schedule of Fees, Contracting Authority will pay Contracting Officer the greater of Seventy-Five ($75.00) Dollars or an additional ten percent (10%) for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5.Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election Alternatively, the parties recognize that Contracting Authority may have contracted with other political subdivisions for the conducting of joint elections and that Contracting Authority is contracting with Contracting Officer for services to be provided for its own election as well as for the elections of other political subdivisions as a result of these separate joint election agreements Regardless of whether the Contracting Authority is acting solely on behalf of its own election or on behalf of itself and other political subdivisions as a result of separate joint election agreements, Contracting Authority's Authorized Representative for all purposes of this Contract is PAULA J ESHELMAN CITY SECRETARY BAYOU VISTA

In the case of a Joint election, the Contracting Authority makes known that PAULA J ESHELMAN will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed;

(2) the authority with whom documents are filed under Texas Election Code S251.001 et seq ; or

(3)the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with

the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:
Dwight Sullivan, County Clerk
Attention: William Sargent, Chief Deputy Clerk for Elections
Galveston County Judice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email. William.Sargent@co galveston.tx us

Contracting Authority:

CITY OF BAYOU VISTA
2929 HIGHWAY 6
BAYOU VISTA, TX 77563

Phone: 409-935-8348
Email. Citysecretary@comcast.net

Although the parties recognize that pursuant to §31 092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

The Rest of This Page has Intentionally Been Left Blank.

Executed this 7th day of February, 2012

Contracting Officer

Dwight D. Sullivan

Contracting Authority:

Name: BOBBY ROSENQUIST

( ) City Manager (X) Mayor
( ) Superintendent ( ) President
( ) Chair County Executive Committee
( ) City Secretary ( ) Other

Received and Filed:

Galveston County

Hon. Mark Henry
County Judge

Attest:

Dwight D. Sullivan
County Clerk

Date: 2/7/12

Date Copy of Agreement Furnished to County Treasurer: _____

Date Copy of Agreement Furnished to County Auditor _____

Service	Charges for Service
Program, or arrange to have programmed, the ballot	1-10 Contests $550 11-20 Contests $1,100 21-30 Contests $1,650 31-40 Contests $2,450 41+ Contests $3,000
Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment	The actual cost associated with publishing said notice divided by the number of entities included in the notice *[e g , In the May 2011 election the cost was $1026.74 / 13 = $78 98]*
Printing of ballots for Ballots by Mail, Sample Ballots, and Test Ballots	$.25 per ballot
Receiving and checking in supplies and equipment on election night	Non-Election Division County employees are used for this purpose and they are paid their normal rate and any applicable overtime. This expense applies only to those entities that bring their equipment and supplies to the Contracting officer on Election Night. Some prefer to return same to the Contracting Officer the next business day, in which case this fee does not apply. Said expense is divided by the number of polling locations returning equipment and supplies on Election Night. *[e g., In the May 2011 election the cost was $953.10 divided by 18 polling locations for a cost of $52 95 each]*
Election Kits	Cost of $50 each (one per polling location for both Early Voting and Election Day)
Training	$50 per trainee plus overtime for personnel providing this service after normal business hours. Each entity is given the opportunity to opt out of "after hours training" if they wish to avoid the overtime costs. [With the changes in the Election Code, all election workers should attend training unless they are emergency appointments Those workers who have attended training will be compensated at an hourly rate of $10 per hour Those who have not will receive $8 per hour All Judges and Alternate Judges will be required to attend training as a prerequisite for serving For additional information on compensation of election workers see Section 3 on page 7 of this contract]

Service	Charges for Service
Contracting Officer's Personnel transportation of voting machines to and from polling locations	$100
Service Charges for Service Providing voting machines and equipment	Rental of eSlates $250 each; Rental of JBCs $250 each; Rental of Disabled Access Units $300 ea. For Early Voting the Contracting Officer is authorized by statute to charge these rates on a daily basis. To date, the Contracting Officer has chosen not to do so, so that entity election costs may be made more manageable!
Arrange for the use of a Central Counting Station, personnel, conduct of the 2nd and 3rd L&A tests, tabulation of election results and prep of the unofficial precinct results	$350 for use of the equipment plus overtime for counting station personnel providing this service after business hours. [Previously this charge was a flat $700 fee. Doing it this way should result in a reduction of costs for most entities.]
Technical & equipment support for machines and equipment being provided to the Client.	Charges apply only for services provided by non-Elections Division personnel and are a straight pass through to the entity.
Hire judges, alternate judges and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board and Central Counting Station].	$10 per hour per person. In situations where the Contracting Officer is unable to find qualified voters from within the jurisdiction of the Contracting Authority's territorial boundaries, he may hire County employees who qualify under the provisions of the Texas Election Code. Should this occur, these County employees will be paid at their normal rate of pay plus overtime as applicable. [See Section 3 on page 7 of this contract for additional information of the compensation of election workers]
Cancellation Fee	If the Contracting Authority cancels its election and notifies the Contracting Officer within forty-eight hours after its candidates filing deadline there will be no cancellation charge. If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a $500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation

Service	Charges for Service
Election Division staff supplementation and enhanced customer service	New Charge For all local entity elections the Election Division staff will be supplemented by two experienced and qualified election judges who will provide support services for their election and to election workers in the field. The cost associated with this support is $7,400. The Commissioners Court has requested that the Contracting Officer recoup this cost from the local entities In even-numbered years when the May entity elections overlap with Primary Runoff elections the *entities will be charged $100 per EV and ED polling location within their jurisdiction*. The remainder of the $7,400 will be covered by the County. In odd-numbered years or when the entity's election does not overlap another election cycle, the entire cost will be covered by those contracting with the County for election services. In such cases the cost will be $7,400 divided by the total number of EV and ED polling locations for all entities contracting with the county for election services, times the number of EV and ED polling locations within each jurisdiction.
Electronic Poll Book Option	Assuming the availability of equipment, the Contracting Authority may choose to use electronic poll books which include a netbook, mouse, carrying case, card reader, Brother label printer, printer labels, a magnetic stripe reader, and bar code scanner. The cost will be $100 per electronic poll book with two poll books being deployed at any given polling location.
Arrange for polling locations & contracting for polling locations	Fees charged by the facilities used will be passed on to the entity. No additional fees will be charged
After normal business hours use of County employees during the election cycle will be billed to the entities.	Regular pay plus overtime for each employee Said expense, if not directly attributable to a specific entity, will be divided by the number of entities contracting with Galveston County for election services

Service	Charges for Service
Performance of duties and services under the contract.	$75 or 10% of the cost of the election, whichever is greater, will be charged as provided by the Texas Election Code
Damage to equipment	Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession.

The Rest of This Page has Intentionally Been Left Blank.

Contract for Election Services

[May Election Cycle Even Numbered Years]

This Contract is made and entered into this 12th day of JANUARY, 2012 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and RALPH STENZEL on behalf of the City of Santa Fe ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:
Purpose of Election. General City Officers' Election

MAY 12, 2012
Election Date

JUNE 23, 2012
Runoff Election Date

1. Duties and Services of the Contracting Officer.
The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1 Program, or arrange to have programmed, the ballot.
[Cost: Based upon the number of contests on the ballot See attached Fee Schedule]

1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election In addition, it will be performed during normal business hours and be open to the public.
[Cost. The cost for publishing the notice will be split equally between all the entities involved. See attached Fee Schedule]

1.3 Provide technical and equipment support for the voting machines and equipment being provided to the Contracting Authority. In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure
[Cost: Included in the 10% election fee]

1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]

For additional Duties of the Contacting Officer see the table below.

RECEIVED
12 JAN 31 AM 10:11
Dwight D. Sullivan
COUNTY CLERK
GALVESTON COUNTY, TEXAS

2. Duties and Services of the Contracting Authority.
The Contracting Authority will be responsible for performing the duties and services set forth in this section

2.1 Prepare and submit all required submissions to the U.S Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2 2 Publish notices of the election in accordance with Section 4 003(a) of the Texas Election Code.

2 3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.

2.4 Establish uniform hours for early voting in accordance with Texas Election Code §85.005. With multiple entities holding elections it is the goal to have uniform hours for polling places across the county thereby reducing the cost of the elections. Texas Election Code §85 005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day. The Contracting Authority will work with the Contracting Officer and other jurisdictions holding May entity elections in an attempt to ensure uniform election hours county-wide.

2.5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day.

2.6 If the Contracting Authority is selecting the polling locations, it will submit a list of them and the contact information for each facility to the Contracting Officer by **February 1, 2012.** Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location

2 7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than MARCH 7, 2012.** All language on the ballot must be provided in both English and Spanish.

2 8 Return to the Contracting Officer, by **noon on MARCH 23, 2012**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made.

2.9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.5, 2.6, 2.7 and 2 8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.10 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

2 11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations.

2.12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results.

2.13 Appoint the Signature Verification Committee and the Early Voting Ballot Board, and the presiding judge of the Central Counting Station. The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2 14 Pay a $100 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract

2 15 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S Department of Justice If the Contracting Authority is appointing personnel to staff the polling locations, Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers.

Cancellation of Contract: Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a fee of $500 or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the

electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U S.C.S1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

The Rest of This Page has Intentionally Been Left Blank.

Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☑	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [**Cost:** $50 per kit]
☐	☑	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night [**Cost:** Overtime for staff and part time workers hired to provide this service will be evenly split between the entities choosing this service]
☐	☑	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [**Cost:** $250 per eSlate or JBC and $300 per DAU eSlate]
☑	☐	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [**Cost:** $100 delivery per location].
☐	☑	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [**Cost:** Determined by the number of contests on the ballot. $550 for up to ten contests, $1,100 for up to 20, $1,650 for up to 30, $2,450 for up to 40 and $3,000 for 41 or more contests.]
☐	☑	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night. [**Cost:** $350 for use of the equipment plus overtime for county employees doing the tabulation (est. max. $350)]

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☑	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [**Cost:** Included in the 10% election fee]
☑	☐	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 6 p.m. [**Cost:** $50 per trainee attending the four hour sessions]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training. Clerks shall be required to attend training but if they have attended a County-conducted election training session within 90 days of the commencement of May 2012 Early Voting they will not be required to attend additional training for this election cycle.		
☐ **Waive**	☑ **Select**	*Waiver of evening training:* The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box
☑ **Use ePollBooks**	☐ **Use Paper Poll Books**	*ePollBook Option:* Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books [**Cost:** $100 each with two per polling location]
☑	☐	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he will inform the Contracting Officer of said selections and provide the facilities contact information for each location.
☑	☐	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority. In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election. [**Cost:** Base cost of $10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements and who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]

Contracting Authority to Perform	Contracting Officer to perform	Service
If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4.007. Otherwise the Contracting Authority shall perform this service. [No additional cost]		
Note: Due to the requirements placed upon Galveston County by SB 100 passed by the 82nd Texas Legislature Regular Session, the Contracting Officer will not be able to offer Ballot by Mail services to any entity during even numbered year election cycles. For entities that contract with the Contracting Officer to program ballots and tally their results, paper ballots will be provided to support their ballot by mail process. The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is $.25 per ballot.		
☑ **Accept**	☐ **Decline**	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.

3. Compensation, Billing, and Payment.

Attached to this Contract is a Schedule of Fees for Services rendered by Contracting Officer to Contracting Authority. Pursuant to Texas Election Code §31.100 these fees are the actual expenses incurred by Contracting Officer in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.14, the Contracting Authority shall pay $100 per Early Voting and Election Day polling location within its jurisdiction to help defray the $7,400 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

(1) The base rate of pay for each worker who has attended training is $10 per hour and the base pay for any clerk who has been unable to attend training is $8 per hour.

(2) If any election worker serves more than 40 hours during a normal pay week *(Thursday through Wednesday)* they will be paid time-and-a-half for each hour served over 40 during that pay week.

(3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph.

In addition to the attached Schedule of Fees, Contracting Authority will pay Contracting Officer the greater of Seventy-Five ($75.00) Dollars or an additional ten percent (10%) for general supervision of the election.

Pursuant to Texas Election Code §31 098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5.Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election. Alternatively, the parties recognize that Contracting Authority may have contracted with other political subdivisions for the conducting of joint elections and that Contracting Authority is contracting with Contracting Officer for services to be provided for its own election as well as for the elections of other political subdivisions as a result of these separate joint election agreements. Regardless of whether the Contracting Authority is acting solely on behalf of its own election or on behalf of itself and other political subdivisions as a result of separate joint election agreements, Contracting Authority's Authorized Representative for all purposes of this Contract is City Secretary Janet Davis.

In the case of a Joint election, the Contracting Authority makes known that Janet Davis will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change·

(1) the authority with whom applications of candidates for a place on a ballot are filed;

(2) the authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or

7 (3)the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with

the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:
Dwight Sullivan, County Clerk
Attention: William Sargent, Chief Deputy Clerk for Elections
Galveston County Judice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co galveston.tx us

Contracting Authority:

JANET L. DAVIS
City Secretary
P.O. Box 950 12002 Hwy. 6
Santa Fe, TX 77510
Phone: 409-925-6412
Email: janet@ci.santa-fe.tx.us

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do

The Rest of This Page has Intentionally Been Left Blank.

Executed this 7th day of February, 2012.

Contracting Officer:

Dwight D. Sullivan

Contracting Authority:

Name: JOSEPH W. STENZEL

( ) City Manager (X) Mayor
( ) Superintendent ( ) President
( ) Chair County Executive Committee
( ) City Secretary ( ) Other

1-12-2012

Received and Filed:
Galveston County

Hon. Mark Henry
County Judge

Attest:

Dwight D. Sullivan
County Clerk

Date: 2/7/12

Date Copy of Agreement Furnished to County Treasurer: _____

Date Copy of Agreement Furnished to County Auditor._____

Service	Charges for Service
Program, or arrange to have programmed, the ballot	1-10 Contests $550 11-20 Contests $1,100 21-30 Contests $1,650 31-40 Contests $2,450 41+ Contests $3,000
Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment	The actual cost associated with publishing said notice divided by the number of entities included in the notice. *[e g , In the May 2011 election the cost was $1026 74 / 13 = $78 98]*
Printing of ballots for Ballots by Mail, Sample Ballots, and Test Ballots	$.25 per ballot
Receiving and checking in supplies and equipment on election night	Non-Election Division County employees are used for this purpose and they are paid their normal rate and any applicable overtime. This expense applies only to those entities that bring their equipment and supplies to the Contracting officer on Election Night Some prefer to return same to the Contracting Officer the next business day, in which case this fee does not apply. Said expense is divided by the number of polling locations returning equipment and supplies on Election Night. *[e g , In the May 2011 election the cost was $953 10 divided by 18 polling locations for a cost of $52 95 each]*
Election Kits	Cost of $50 each (one per polling location for both Early Voting and Election Day)
Training	$50 per trainee plus overtime for personnel providing this service after normal business hours Each entity is given the opportunity to opt out of "after hours training" if they wish to avoid the overtime costs. [With the changes in the Election Code, all election workers should attend training unless they are emergency appointments Those workers who have attended training will be compensated at an hourly rate of $10 per hour Those who have not will receive $8 per hour All Judges and Alternate Judges will be required to attend training as a prerequisite for serving. For additional information on compensation of election workers see Section 3 on page 7 of this contract]

Service	Charges for Service
Contracting Officer's Personnel transportation of voting machines to and from polling locations	$100
Service Charges for Service Providing voting machines and equipment	Rental of eSlates $250 each; Rental of JBCs $250 each; Rental of Disabled Access Units $300 ea. For Early Voting the Contracting Officer is authorized by statute to charge these rates on a daily basis. To date, the Contracting Officer has chosen not to do so, so that entity election costs may be made more manageable[1]
Arrange for the use of a Central Counting Station, personnel, conduct of the 2nd and 3rd L&A tests, tabulation of election results and prep of the unofficial precinct results	$350 for use of the equipment plus overtime for counting station personnel providing this service after business hours. [Previously this charge was a flat $700 fee. Doing it this way should result in a reduction of costs for most entities.]
Technical & equipment support for machines and equipment being provided to the Client.	Charges apply only for services provided by non-Elections Division personnel and are a straight pass through to the entity.
Hire judges, alternate judges and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board and Central Counting Station].	$10 per hour per person. In situations where the Contracting Officer is unable to find qualified voters from within the jurisdiction of the Contracting Authority's territorial boundaries, he may hire County employees who qualify under the provisions of the Texas Election Code. Should this occur, these County employees will be paid at their normal rate of pay plus overtime as applicable. [See Section 3 on page 7 of this contract for additional information of the compensation of election workers]
Cancellation Fee	If the Contracting Authority cancels its election and notifies the Contracting Officer within forty-eight hours after its candidates filing deadline there will be no cancellation charge. If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a $500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation.

Service	Charges for Service
Election Division staff supplementation and enhanced customer service	New Charge· For all local entity elections the Election Division staff will be supplemented by two experienced and qualified election judges who will provide support services for their election and to election workers in the field. The cost associated with this support is $7,400. The Commissioners Court has requested that the Contracting Officer recoup this cost from the local entities. In even-numbered years when the May entity elections overlap with Primary Runoff elections the *entities will be charged $100 per EV and ED polling location within their jurisdiction* The remainder of the $7,400 will be covered by the County. In odd-numbered years or when the entity's election does not overlap another election cycle, the entire cost will be covered by those contracting with the County for election services. In such cases the cost will be $7,400 divided by the total number of EV and ED polling locations for all entities contracting with the county for election services, times the number of EV and ED polling locations within each jurisdiction
Electronic Poll Book Option	Assuming the availability of equipment, the Contracting Authority may choose to use electronic poll books which include a netbook, mouse, carrying case, card reader, Brother label printer, printer labels, a magnetic stripe reader, and bar code scanner. The cost will be $100 per electronic poll book with two poll books being deployed at any given polling location.
Arrange for polling locations & contracting for polling locations	Fees charged by the facilities used will be passed on to the entity. No additional fees will be charged.
After normal business hours use of County employees during the election cycle will be billed to the entities.	Regular pay plus overtime for each employee. Said expense, if not directly attributable to a specific entity, will be divided by the number of entities contracting with Galveston County for election services

Service	Charges for Service
Performance of duties and services under the contract.	$75 or 10% of the cost of the election, whichever is greater, will be charged as provided by the Texas Election Code
Damage to equipment	Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession.

The Rest of This Page has Intentionally Been Left Blank.

Contract for Election Services

[May Election Cycle Even Numbered Years]

This Contract is made and entered into this _____ day of _____, 20___ by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Vicki Mims on behalf of Dickinson ISD ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit.
Purpose of Election: School Board Member Elections

MAY 12, 2012
Election Date

JUNE 23, 2012
Runoff Election Date

1. Duties and Services of the Contracting Officer.
The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1 Program, or arrange to have programmed, the ballot.
[Cost: Based upon the number of contests on the ballot. See attached Fee Schedule]

1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127 096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023 The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public.
[Cost: The cost for publishing the notice will be split equally between all the entities involved. See attached Fee Schedule]

1 3 Provide technical and equipment support for the voting machines and equipment being provided to the Contracting Authority In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure
[Cost· Included in the 10% election fee]

1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2 3 below]

For additional Duties of the Contacting Officer see the table below.

RECEIVED
12 JAN 12 PM 3:52
COUNTY CLERK
GALVESTON COUNTY, TEXAS

2. Duties and Services of the Contracting Authority.
The Contracting Authority will be responsible for performing the duties and services set forth in this section.

2 1 Prepare and submit all required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2 2 Publish notices of the election in accordance with Section 4 003(a) of the Texas Election Code.

2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day

2.4 Establish uniform hours for early voting in accordance with Texas Election Code §85.005 With multiple entities holding elections it is the goal to have uniform hours for polling places across the county thereby reducing the cost of the elections Texas Election Code §85 005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day. The Contracting Authority will work with the Contracting Officer and other jurisdictions holding May entity elections in an attempt to ensure uniform election hours county-wide.

2 5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day.

2 6 If the Contracting Authority is selecting the polling locations, it will submit a list of them and the contact information for each facility to the Contracting Officer by **February 1, 2012.** Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43 062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

2 7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than MARCH 7, 2012.** All language on the ballot must be provided in both English and Spanish

2.8 Return to the Contracting Officer, by **noon on MARCH 23, 2012**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made

2.9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2 5, 2.6, 2.7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.10 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

2.11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations.

2.12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results.

2.13 Appoint the Signature Verification Committee and the Early Voting Ballot Board, and the presiding judge of the Central Counting Station The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2 14 Pay a $100 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

2.15 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice If the Contracting Authority is appointing personnel to staff the polling locations, Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers

Cancellation of Contract: Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a fee of $500 or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et seq Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from·

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the

electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S C.S1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

The Rest of This Page has Intentionally Been Left Blank.

Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☑	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [**Cost:** $50 per kit]
☐	☑	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night [**Cost:** Overtime for staff and part time workers hired to provide this service will be evenly split between the entities choosing this service]
☐	☑	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use [**Cost:** $250 per eSlate or JBC and $300 per DAU eSlate]
☐	☑	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [**Cost:** $100 delivery per location]
☐	☑	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [**Cost:** Determined by the number of contests on the ballot: $550 for up to ten contests, $1,100 for up to 20, $1,650 for up to 30, $2,450 for up to 40 and $3,000 for 41 or more contests.]
☐	☑	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night. [**Cost:** $350 for use of the equipment plus overtime for county employees doing the tabulation (est. max. $350)]

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☑	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election [**Cost:** Included in the 10% election fee]
☐	☑	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 6 p.m. [**Cost:** $50 per trainee attending the four hour sessions]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training. Clerks shall be required to attend training but if they have attended a County-conducted election training session within 90 days of the commencement of May 2012 Early Voting they will not be required to attend additional training for this election cycle.		
☐ **Waive**	☑ **Select**	*Waiver of evening training:* The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions By checking the Decline box
☒ **Use ePollBooks**	☐ **Use Paper Poll Books**	*ePollBook Option:* Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books [**Cost:** $100 each with two per polling location]
☒	☐	Determine the polling locations within their jurisdiction If the Contracting Authority is performing this task he will inform the Contracting Officer of said selections and provide the facilities contact information for each location.
☐	☑	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority. In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election [**Cost:** Base cost of $10 per hour per worker If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements and who will be paid at their normal overtime rate Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week time and a half for the hours served in excess of 40 hours If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]

Contracting Authority to Perform	Contracting Officer to perform	Service
If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4 007 Otherwise the Contracting Authority shall perform this service [No additional cost]		
Note: Due to the requirements placed upon Galveston County by SB 100 passed by the 82nd Texas Legislature Regular Session, the Contracting Officer will not be able to offer Ballot by Mail services to any entity during even numbered year election cycles. For entities that contract with the Contracting Officer to program ballots and tally their results, paper ballots will be provided to support their ballot by mail process. The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is $.25 per ballot		
☒ **Accept**	☐ **Decline**	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station

3. Compensation, Billing, and Payment.

Attached to this Contract is a Schedule of Fees for Services rendered by Contracting Officer to Contracting Authority. Pursuant to Texas Election Code §31.100 these fees are the actual expenses incurred by Contracting Officer in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.14, the Contracting Authority shall pay $100 per Early Voting and Election Day polling location within its jurisdiction to help defray the $7,400 cost of hiring this part time help

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

(1) The base rate of pay for each worker who has attended training is $10 per hour and the base pay for any clerk who has been unable to attend training is $8 per hour.

(2) If any election worker serves more than 40 hours during a normal pay week *(Thursday through Wednesday)* they will be paid time-and-a-half for each hour served over 40 during that pay week.

(3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph.

In addition to the attached Schedule of Fees, Contracting Authority will pay Contracting Officer the greater of Seventy-Five ($75 00) Dollars or an additional ten percent (10%) for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act

4. Voting System.

The Hart Intercivic 6 1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5.Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election. Alternatively, the parties recognize that Contracting Authority may have contracted with other political subdivisions for the conducting of joint elections and that Contracting Authority is contracting with Contracting Officer for services to be provided for its own election as well as for the elections of other political subdivisions as a result of these separate joint election agreements Regardless of whether the Contracting Authority is acting solely on behalf of its own election or on behalf of itself and other political subdivisions as a result of separate joint election agreements, Contracting Authority's Authorized Representative for all purposes of this Contract is _____.

In the case of a Joint election, the Contracting Authority makes known that _____ will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change·

(1) the authority with whom applications of candidates for a place on a ballot are filed;

(2) the authority with whom documents are filed under Texas Election Code S251 001 et seq.; or

(3)the authority to serve as custodian of voted ballots or other election records

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with

the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6 1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals

Contracting Officer:
Dwight Sullivan, County Clerk
Attention: William Sargent, Chief Deputy Clerk for Elections
Galveston County Judice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email. William.Sargent@co galveston.tx us

Contracting Authority:
Vicki Mims, Superintendent
Dickinson I.S.D.
PO Drawer 7 / 2218 E FM 517
Dickinson, TX 77539
Phone: 281 229 6101
Email: vmims@dickinsonisd.org

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

The Rest of This Page has Intentionally Been Left Blank.

Executed this 7th day of February, 2012

Contracting Officer:

Dwight D. Sullivan

Contracting Authority:

Name Vicki Mims

( ) City Manager ( ) Mayor
(X) Superintendent ( ) President
( ) Chair County Executive Committee
( ) City Secretary ( ) Other

Received and Filed:
Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: 2/7/12

Date Copy of Agreement Furnished to County Treasurer: _____

Date Copy of Agreement Furnished to County Auditor: _____

Service	Charges for Service
Program, or arrange to have programmed, the ballot	1-10 Contests $550 11-20 Contests $1,100 21-30 Contests $1,650 31-40 Contests $2,450 41+ Contests $3,000
Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment	The actual cost associated with publishing said notice divided by the number of entities included in the notice. *[e g , In the May 2011 election the cost was $1026 74 / 13 = $78 98]*
Printing of ballots for Ballots by Mail, Sample Ballots, and Test Ballots	$.25 per ballot
Receiving and checking in supplies and equipment on election night	Non-Election Division County employees are used for this purpose and they are paid their normal rate and any applicable overtime. This expense applies only to those entities that bring their equipment and supplies to the Contracting officer on Election Night. Some prefer to return same to the Contracting Officer the next business day, in which case this fee does not apply. Said expense is divided by the number of polling locations returning equipment and supplies on Election Night *[e g , In the May 2011 election the cost was $953 10 divided by 18 polling locations for a cost of $52 95 each]*
Election Kits	Cost of $50 each (one per polling location for both Early Voting and Election Day)
Training	$50 per trainee plus overtime for personnel providing this service after normal business hours. Each entity is given the opportunity to opt out of "after hours training" if they wish to avoid the overtime costs [With the changes in the Election Code, all election workers should attend training unless they are emergency appointments Those workers who have attended training will be compensated at an hourly rate of $10 per hour Those who have not will receive $8 per hour All Judges and Alternate Judges will be required to attend training as a prerequisite for serving For additional information on compensation of election workers see Section 3 on page 7 of this contract]

Service	Charges for Service
Contracting Officer's Personnel transportation of voting machines to and from polling locations	$100
Service Charges for Service Providing voting machines and equipment	Rental of eSlates $250 each; Rental of JBCs $250 each, Rental of Disabled Access Units $300 ea. For Early Voting the Contracting Officer is authorized by statute to charge these rates on a daily basis. To date, the Contracting Officer has chosen not to do so, so that entity election costs may be made more manageable!
Arrange for the use of a Central Counting Station, personnel, conduct of the 2nd and 3rd L&A tests, tabulation of election results and prep of the unofficial precinct results	$350 for use of the equipment plus overtime for counting station personnel providing this service after business hours. [Previously this charge was a flat $700 fee. Doing it this way should result in a reduction of costs for most entities.]
Technical & equipment support for machines and equipment being provided to the Client.	Charges apply only for services provided by non-Elections Division personnel and are a straight pass through to the entity
Hire judges, alternate judges and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board and Central Counting Station].	$10 per hour per person. In situations where the Contracting Officer is unable to find qualified voters from within the jurisdiction of the Contracting Authority's territorial boundaries, he may hire County employees who qualify under the provisions of the Texas Election Code. Should this occur, these County employees will be paid at their normal rate of pay plus overtime as applicable. [See Section 3 on page 7 of this contract for additional information of the compensation of election workers]
Cancellation Fee	If the Contracting Authority cancels its election and notifies the Contracting Officer within forty-eight hours after its candidates filing deadline there will be no cancellation charge. If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a $500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation.

Service	Charges for Service
Election Division staff supplementation and enhanced customer service	New Charge: For all local entity elections the Election Division staff will be supplemented by two experienced and qualified election judges who will provide support services for their election and to election workers in the field. The cost associated with this support is $7,400 The Commissioners Court has requested that the Contracting Officer recoup this cost from the local entities. In even-numbered years when the May entity elections overlap with Primary Runoff elections the *entities will be charged $100 per EV and ED polling location within their jurisdiction*. The remainder of the $7,400 will be covered by the County. In odd-numbered years or when the entity's election does not overlap another election cycle, the entire cost will be covered by those contracting with the County for election services In such cases the cost will be $7,400 divided by the total number of EV and ED polling locations for all entities contracting with the county for election services, times the number of EV and ED polling locations within each jurisdiction.
Electronic Poll Book Option	Assuming the availability of equipment, the Contracting Authority may choose to use electronic poll books which include a netbook, mouse, carrying case, card reader, Brother label printer, printer labels, a magnetic stripe reader, and bar code scanner. The cost will be $100 per electronic poll book with two poll books being deployed at any given polling location
Arrange for polling locations & contracting for polling locations	Fees charged by the facilities used will be passed on to the entity. No additional fees will be charged.
After normal business hours use of County employees during the election cycle will be billed to the entities.	Regular pay plus overtime for each employee Said expense, if not directly attributable to a specific entity, will be divided by the number of entities contracting with Galveston County for election services

Service	Charges for Service
Performance of duties and services under the contract.	$75 or 10% of the cost of the election, whichever is greater, will be charged as provided by the Texas Election Code
Damage to equipment	Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession

The Rest of This Page has Intentionally Been Left Blank.

Contract for Election Services

[May Election Cycle Even Numbered Years]

This Contract is made and entered into this 24 day of Jan, 20 12 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and LMISD Board of Trustees on behalf of ~~La Marque ISD~~ ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:
Purpose of Election: Board of Trustee Election

MAY 12, 2012
Election Date

JUNE 23, 2012
Runoff Election Date

1. Duties and Services of the Contracting Officer.
The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1 Program, or arrange to have programmed, the ballot.
[Cost. Based upon the number of contests on the ballot. See attached Fee Schedule]

1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public.
[Cost: The cost for publishing the notice will be split equally between all the entities involved. See attached Fee Schedule]

1.3 Provide technical and equipment support for the voting machines and equipment being provided to the Contracting Authority. In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
[Cost. Included in the 10% election fee]

1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2 3 below]

For additional Duties of the Contacting Officer see the table below.

RECEIVED
12 JAN 27 PM 2:25
COUNTY CLERK
GALVESTON COUNTY, TEXAS

2. Duties and Services of the Contracting Authority.
The Contracting Authority will be responsible for performing the duties and services set forth in this section.

2.1 Prepare and submit all required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election

2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.

2.4 Establish uniform hours for early voting in accordance with Texas Election Code §85.005. With multiple entities holding elections it is the goal to have uniform hours for polling places across the county thereby reducing the cost of the elections. Texas Election Code §85 005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day. The Contracting Authority will work with the Contracting Officer and other jurisdictions holding May entity elections in an attempt to ensure uniform election hours county-wide.

2 5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day.

2.6 If the Contracting Authority is selecting the polling locations, it will submit a list of them and the contact information for each facility to the Contracting Officer by **February 1, 2012.** Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location

2.7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than MARCH 7, 2012.** All language on the ballot must be provided in both English and Spanish.

2.8 Return to the Contracting Officer, by **noon on MARCH 23, 2012**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made.

2.9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2 5, 2.6, 2.7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.10 As required by § 67 017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

2.11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations.

2.12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results.

2.13 Appoint the Signature Verification Committee and the Early Voting Ballot Board, and the presiding judge of the Central Counting Station. The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2.14 Pay a $100 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

2.15 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice. If the Contracting Authority is appointing personnel to staff the polling locations, Contracting Authority may not impose this duty on Contracting Officer But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers.

Cancellation of Contract: Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a fee of $500 or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from·

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the

electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

The Rest of This Page has Intentionally Been Left Blank.

Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [**Cost:** $50 per kit]
☐	☒	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [**Cost:** Overtime for staff and part time workers hired to provide this service will be evenly split between the entities choosing this service]
☐	☒	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [**Cost:** $250 per eSlate or JBC and $300 per DAU eSlate]
☐	☒	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [**Cost:** $100 delivery per location].
☐	☒	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment [**Cost:** Determined by the number of contests on the ballot. $550 for up to ten contests, $1,100 for up to 20, $1,650 for up to 30, $2,450 for up to 40 and $3,000 for 41 or more contests.]
☐	☒	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night [**Cost:** $350 for use of the equipment plus overtime for county employees doing the tabulation (est. max. $350)]

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [**Cost:** Included in the 10% election fee]
☐	☒	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 6 p m. [**Cost:** $50 per trainee attending the four hour sessions]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training. Clerks shall be required to attend training but if they have attended a County-conducted election training session within 90 days of the commencement of May 2012 Early Voting they will not be required to attend additional training for this election cycle.		
☒ **Waive**	☐ **Select**	*Waiver of evening training:* The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box
☒ **Use ePollBooks**	☐ **Use Paper Poll Books**	*ePollBook Option.* Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books. [**Cost:** $100 each with two per polling location]
☐	☒	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he will inform the Contracting Officer of said selections and provide the facilities contact information for each location.
☐	☒	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election. [**Cost:** Base cost of $10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements and who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]

Contracting Authority to Perform	Contracting Officer to perform	Service
If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4.007. Otherwise the Contracting Authority shall perform this service. [No additional cost]		
Note: Due to the requirements placed upon Galveston County by SB 100 passed by the 82nd Texas Legislature Regular Session, the Contracting Officer will not be able to offer Ballot by Mail services to any entity during even numbered year election cycles. For entities that contract with the Contracting Officer to program ballots and tally their results, paper ballots will be provided to support their ballot by mail process. The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is $ 25 per ballot.		
☒ **Accept**	☐ **Decline**	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station

3. Compensation, Billing, and Payment.

Attached to this Contract is a Schedule of Fees for Services rendered by Contracting Officer to Contracting Authority Pursuant to Texas Election Code §31 100 these fees are the actual expenses incurred by Contracting Officer in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.14, the Contracting Authority shall pay $100 per Early Voting and Election Day polling location within its jurisdiction to help defray the $7,400 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

(1) The base rate of pay for each worker who has attended training is $10 per hour and the base pay for any clerk who has been unable to attend training is $8 per hour.

(2) If any election worker serves more than 40 hours during a normal pay week *(Thursday through Wednesday)* they will be paid time-and-a-half for each hour served over 40 during that pay week.

(3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph.

In addition to the attached Schedule of Fees, Contracting Authority will pay Contracting Officer the greater of Seventy-Five ($75.00) Dollars or an additional ten percent (10%) for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5.Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election. Alternatively, the parties recognize that Contracting Authority may have contracted with other political subdivisions for the conducting of joint elections and that Contracting Authority is contracting with Contracting Officer for services to be provided for its own election as well as for the elections of other political subdivisions as a result of these separate joint election agreements. Regardless of whether the Contracting Authority is acting solely on behalf of its own election or on behalf of itself and other political subdivisions as a result of separate joint election agreements, Contracting Authority's Authorized Representative for all purposes of this Contract is Annie C. Burton, President Board of Trustees, LMISD

In the case of a Joint election, the Contracting Authority makes known that City of LM will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf.

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed;

(2) the authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or

(3)the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with

the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:
Dwight Sullivan, County Clerk
Attention: William Sargent, Chief Deputy Clerk for Elections
Galveston County Judice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

La Marque Independent School District
1727 Bayou Road
PO Box 7
La Marque, Texas 77568
Phone: (409) 938-4251
Email: eburley@lmisd.net

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

The Rest of This Page has Intentionally Been Left Blank.

Executed this 24 day of January, 2012

Contracting Officer:

Dwight D Sullivan

Contracting Authority:

La Marque ISD

Name:

( ) City Manager ( ) Mayor
( ) Superintendent (X) President
( ) Chair County Executive Committee
( ) City Secretary ( ) Other

Received and Filed:

Galveston County

Hon. Mark Henry
County Judge

Attest:

Dwight D. Sullivan
County Clerk

Date: 2/7/12

Date Copy of Agreement Furnished to County Treasurer: _____

Date Copy of Agreement Furnished to County Auditor: _____

Service	Charges for Service
Program, or arrange to have programmed, the ballot	1-10 Contests $550 11-20 Contests $1,100 21-30 Contests $1,650 31-40 Contests $2,450 41+ Contests $3,000
Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment	The actual cost associated with publishing said notice divided by the number of entities included in the notice. *[e.g., In the May 2011 election the cost was $1026 74 / 13 = $78 98]*
Printing of ballots for Ballots by Mail, Sample Ballots, and Test Ballots	$.25 per ballot
Receiving and checking in supplies and equipment on election night	Non-Election Division County employees are used for this purpose and they are paid their normal rate and any applicable overtime. This expense applies only to those entities that bring their equipment and supplies to the Contracting officer on Election Night. Some prefer to return same to the Contracting Officer the next business day, in which case this fee does not apply. Said expense is divided by the number of polling locations returning equipment and supplies on Election Night *[e.g., In the May 2011 election the cost was $953.10 divided by 18 polling locations for a cost of $52.95 each]*
Election Kits	Cost of $50 each (one per polling location for both Early Voting and Election Day)
Training	$50 per trainee plus overtime for personnel providing this service after normal business hours. Each entity is given the opportunity to opt out of "after hours training" if they wish to avoid the overtime costs. [With the changes in the Election Code, all election workers should attend training unless they are emergency appointments Those workers who have attended training will be compensated at an hourly rate of $10 per hour. Those who have not will receive $8 per hour. All Judges and Alternate Judges will be required to attend training as a prerequisite for serving For additional information on compensation of election workers see Section 3 on page 7 of this contract]

Service	Charges for Service
Contracting Officer's Personnel transportation of voting machines to and from polling locations	$100
Service Charges for Service Providing voting machines and equipment	Rental of eSlates $250 each; Rental of JBCs $250 each; Rental of Disabled Access Units $300 ea. For Early Voting the Contracting Officer is authorized by statute to charge these rates on a daily basis. To date, the Contracting Officer has chosen not to do so, so that entity election costs may be made more manageable!
Arrange for the use of a Central Counting Station, personnel, conduct of the 2nd and 3rd L&A tests, tabulation of election results and prep of the unofficial precinct results	$350 for use of the equipment plus overtime for counting station personnel providing this service after business hours. [Previously this charge was a flat $700 fee. Doing it this way should result in a reduction of costs for most entities.]
Technical & equipment support for machines and equipment being provided to the Client.	Charges apply only for services provided by non-Elections Division personnel and are a straight pass through to the entity.
Hire judges, alternate judges and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board and Central Counting Station].	$10 per hour per person. In situations where the Contracting Officer is unable to find qualified voters from within the jurisdiction of the Contracting Authority's territorial boundaries, he may hire County employees who qualify under the provisions of the Texas Election Code. Should this occur, these County employees will be paid at their normal rate of pay plus overtime as applicable. [See Section 3 on page 7 of this contract for additional information of the compensation of election workers.]
Cancellation Fee	If the Contracting Authority cancels its election and notifies the Contracting Officer within forty-eight hours after its candidates filing deadline there will be no cancellation charge. If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a $500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation.

Service	Charges for Service
Election Division staff supplementation and enhanced customer service	New Charge: For all local entity elections the Election Division staff will be supplemented by two experienced and qualified election judges who will provide support services for their election and to election workers in the field. The cost associated with this support is $7,400. The Commissioners Court has requested that the Contracting Officer recoup this cost from the local entities. In even-numbered years when the May entity elections overlap with Primary Runoff elections the *entities will be charged $100 per EV and ED polling location within their jurisdiction*. The remainder of the $7,400 will be covered by the County. In odd-numbered years or when the entity's election does not overlap another election cycle, the entire cost will be covered by those contracting with the County for election services. In such cases the cost will be $7,400 divided by the total number of EV and ED polling locations for all entities contracting with the county for election services, times the number of EV and ED polling locations within each jurisdiction.
Electronic Poll Book Option	Assuming the availability of equipment, the Contracting Authority may choose to use electronic poll books which include a netbook, mouse, carrying case, card reader, Brother label printer, printer labels, a magnetic stripe reader, and bar code scanner. The cost will be $100 per electronic poll book with two poll books being deployed at any given polling location
Arrange for polling locations & contracting for polling locations	Fees charged by the facilities used will be passed on to the entity. No additional fees will be charged
After normal business hours use of County employees during the election cycle will be billed to the entities.	Regular pay plus overtime for each employee. Said expense, if not directly attributable to a specific entity, will be divided by the number of entities contracting with Galveston County for election services

Service	Charges for Service
Performance of duties and services under the contract.	$75 or 10% of the cost of the election, whichever is greater, will be charged as provided by the Texas Election Code
Damage to equipment	Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession.

The Rest of This Page has Intentionally Been Left Blank.

Galveston College

Office of the President

January 12, 2012

Mr. William Sargent
Chief Deputy Clerk for Elections
Office of the County Clerk
600 59th Street, 2nd Floor
Galveston, TX 77551

Dear Mr. Sargent.

Enclosed are two copies of the Contract for Election Services for the May 12, 2012 General and Special Elections for the Galveston Community College District Board of Regents This contract was approved by the Board at its January 11th meeting. After the document has been fully executed, return one copy to my office as the authorized representative of the contracting authority.

Note that the filing deadline for the special election to fill a vacancy is Monday, March 12, 2012, one week after the regular filing deadline. The College will not be able to provide the information required in Section 2 7 of the contract by March 7, 2012. We ask that the College is not penalized for submitting the ballot information beyond the deadline specified and does not incur any expenses should the contract be cancelled using the later filing deadline date Please confirm in writing your determination.

We recognize the added burden the County has in offering election services at this time, and we look forward to working with you throughout this process.

Sincerely,

W. Myles Shelton, Ed.D.
President

Enclosures

Contract for Election Services

[May Election Cycle Even Numbered Years]

This Contract is made and entered into this 11th day of January, 2012 by and between Hon Dwight D Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Dr W Myles Shelton on behalf of the Galveston Community College District ("Contracting Authority").
Board of Regents

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:
Purpose of Election. General Election for Positions 1, 2, and 3 and Special Election for Position 4

MAY 12, 2012
Election Date

JUNE 23, 2012
Runoff Election Date

1. Duties and Services of the Contracting Officer.
The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election

1.1 Program, or arrange to have programmed, the ballot.
[Cost' Based upon the number of contests on the ballot. See attached Fee Schedule]

1 2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129 021-129.023. The first test shall be conducted at least five days prior to the election In addition, it will be performed during normal business hours and be open to the public.
[Cost: The cost for publishing the notice will be split equally between all the entities involved See attached Fee Schedule]

1.3 Provide technical and equipment support for the voting machines and equipment being provided to the Contracting Authority In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
[Cost: Included in the 10% election fee]

1 4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day [See Section 2 3 below]

For additional Duties of the Contacting Officer see the table below.

COUNTY CLERK
GALVESTON COUNTY, TEXAS

12 JAN 17 PM 3:23

RECEIVED

2. Duties and Services of the Contracting Authority.
The Contracting Authority will be responsible for performing the duties and services set forth in this section.

2.1 Prepare and submit all required submissions to the U S Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election

2 2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code

2 3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.

2.4 Establish uniform hours for early voting in accordance with Texas Election Code §85.005 With multiple entities holding elections it is the goal to have uniform hours for polling places across the county thereby reducing the cost of the elections Texas Election Code §85 005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day. The Contracting Authority will work with the Contracting Officer and other jurisdictions holding May entity elections in an attempt to ensure uniform election hours county-wide

2.5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day

2.6 If the Contracting Authority is selecting the polling locations, it will submit a list of them and the contact information for each facility to the Contracting Officer by **February 1, 2012.** Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

2.7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than MARCH 7, 2012**.* All language on the ballot must be provided in both English and Spanish.

* see cover letter

2.8 Return to the Contracting Officer, by **noon on MARCH 23, 2012**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made.

2.9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2 5, 2 6, 2.7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.10 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day

2 11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations

2 12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results

2.13 Appoint the Signature Verification Committee and the Early Voting Ballot Board, and the presiding judge of the Central Counting Station The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals

2 14 Pay a $100 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

2 15 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S Department of Justice If the Contracting Authority is appointing personnel to staff the polling locations, Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers.

* **Cancellation of Contract:** Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a fee of $500 or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division" It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S C §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S C §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from·

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the

electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S C.S1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

The Rest of This Page has Intentionally Been Left Blank.

Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night [**Cost:** $50 per kit]
☐	☒	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [**Cost:** Overtime for staff and part time workers hired to provide this service will be evenly split between the entities choosing this service]
☐	☒	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use [**Cost:** $250 per eSlate or JBC and $300 per DAU eSlate]
☐	☒	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [**Cost:** $100 delivery per location]
☐	☒	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [**Cost:** Determined by the number of contests on the ballot. $550 for up to ten contests, $1,100 for up to 20, $1,650 for up to 30, $2,450 for up to 40 and $3,000 for 41 or more contests.]
☐	☒	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night [**Cost:** $350 for use of the equipment plus overtime for county employees doing the tabulation (est max $350)]

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election [**Cost:** Included in the 10% election fee]
☐	☒	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 6 p.m. [**Cost:** $50 per trainee attending the four hour sessions]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training. Clerks shall be required to attend training but if they have attended a County-conducted election training session within 90 days of the commencement of May 2012 Early Voting they will not be required to attend additional training for this election cycle.		
☒ **Waive**	☐ **Select**	*Waiver of evening training:* The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions By checking the Decline box
☐ **Use ePollBooks**	☒ **Use Paper Poll Books**	*ePollBook Option* Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books [**Cost:** $100 each with two per polling location]
☐	☒	Determine the polling locations within their jurisdiction If the Contracting Authority is performing this task he will inform the Contracting Officer of said selections and provide the facilities contact information for each location
☐	☒	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election [**Cost:** Base cost of $10 per hour per worker If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements and who will be paid at their normal overtime rate Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week time and a half for the hours served in excess of 40 hours If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]

Contracting Authority to Perform	Contracting Officer to perform	Service
If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4 007. Otherwise the Contracting Authority shall perform this service [No additional cost]		
Note: Due to the requirements placed upon Galveston County by SB 100 passed by the 82nd Texas Legislature Regular Session, the Contracting Officer will not be able to offer Ballot by Mail services to any entity during even numbered year election cycles. For entities that contract with the Contracting Officer to program ballots and tally their results, paper ballots will be provided to support their ballot by mail process. The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is $ 25 per ballot		
☐ **Accept**	☒ **Decline**	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station

3. Compensation, Billing, and Payment.

Attached to this Contract is a Schedule of Fees for Services rendered by Contracting Officer to Contracting Authority Pursuant to Texas Election Code §31.100 these fees are the actual expenses incurred by Contracting Officer in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.14, the Contracting Authority shall pay $100 per Early Voting and Election Day polling location within its jurisdiction to help defray the $7,400 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

(1) The base rate of pay for each worker who has attended training is $10 per hour and the base pay for any clerk who has been unable to attend training is $8 per hour.

(2) If any election worker serves more than 40 hours during a normal pay week *(Thursday through Wednesday)* they will be paid time-and-a-half for each hour served over 40 during that pay week

(3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph

In addition to the attached Schedule of Fees, Contracting Authority will pay Contracting Officer the greater of Seventy-Five ($75.00) Dollars or an additional ten percent (10%) for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act

4. Voting System.

The Hart Intercivic 6 1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5.Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election. Alternatively, the parties recognize that Contracting Authority may have contracted with other political subdivisions for the conducting of joint elections and that Contracting Authority is contracting with Contracting Officer for services to be provided for its own election as well as for the elections of other political subdivisions as a result of these separate joint election agreements. Regardless of whether the Contracting Authority is acting solely on behalf of its own election or on behalf of itself and other political subdivisions as a result of separate joint election agreements, Contracting Authority's Authorized Representative for all purposes of this Contract is Dr W Myles Shelton.

In the case of a Joint election, the Contracting Authority makes known that Douglas Godinich will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf.

6. General Provisions.

As specified in Texas Election Code §31 096 this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed,

(2) the authority with whom documents are filed under Texas Election Code S251.001 et seq.; or

(3)the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with

the County Treasurer and the County Auditor

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals

Contracting Officer:
Dwight Sullivan, County Clerk
Attention. William Sargent, Chief Deputy Clerk for Elections
Galveston County Judice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email William.Sargent@co galveston tx us

Contracting Authority:

Galveston Community College District
Board of Regents
Attn. Dr. W. Myles Shelton, President
Galveston College, 4015 Avenue Q, Galveston, TX 77550
Phone: 409-944-1200
Email: mshelton@gc edu (copy to cbiggers@gc edu)

Although the parties recognize that pursuant to §31 092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do

The Rest of This Page has Intentionally Been Left Blank.

Executed this 7th day of February, 2012.

Contracting Officer:

Dwight D Sullivan

Contracting Authority:

Galveston Community College District Board of Regents

Name: Dr. W. Myles Shelton

1/12/12

( ) City Manager ( ) Mayor
( ) Superintendent (X) President
( ) Chair County Executive Committee
( ) City Secretary ( ) Other

Received and Filed:
Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: 2/7/12

Date Copy of Agreement Furnished to County Treasurer. _____

Date Copy of Agreement Furnished to County Auditor. _____

Service	Charges for Service
Program, or arrange to have programmed, the ballot	1-10 Contests $550 11-20 Contests $1,100 21-30 Contests $1,650 31-40 Contests $2,450 41+ Contests $3,000
Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment	The actual cost associated with publishing said notice divided by the number of entities included in the notice. *[e g , In the May 2011 election the cost was $1026 74 / 13 = $78 98]*
Printing of ballots for Ballots by Mail, Sample Ballots, and Test Ballots	$.25 per ballot
Receiving and checking in supplies and equipment on election night	Non-Election Division County employees are used for this purpose and they are paid their normal rate and any applicable overtime. This expense applies only to those entities that bring their equipment and supplies to the Contracting officer on Election Night Some prefer to return same to the Contracting Officer the next business day, in which case this fee does not apply Said expense is divided by the number of polling locations returning equipment and supplies on Election Night. *[e g , In the May 2011 election the cost was $953 10 divided by 18 polling locations for a cost of $52 95 each]*
Election Kits	Cost of $50 each (one per polling location for both Early Voting and Election Day)
Training	$50 per trainee plus overtime for personnel providing this service after normal business hours. Each entity is given the opportunity to opt out of "after hours training" if they wish to avoid the overtime costs [With the changes in the Election Code, all election workers should attend training unless they are emergency appointments Those workers who have attended training will be compensated at an hourly rate of $10 per hour Those who have not will receive $8 per hour All Judges and Alternate Judges will be required to attend training as a prerequisite for serving For additional information on compensation of election workers see Section 3 on page 7 of this contract]

Service	Charges for Service
Contracting Officer's Personnel transportation of voting machines to and from polling locations	$100
Service Charges for Service Providing voting machines and equipment	Rental of eSlates $250 each; Rental of JBCs $250 each, Rental of Disabled Access Units $300 ea For Early Voting the Contracting Officer is authorized by statute to charge these rates on a daily basis To date, the Contracting Officer has chosen not to do so, so that entity election costs may be made more manageable!
Arrange for the use of a Central Counting Station, personnel, conduct of the 2nd and 3rd L&A tests, tabulation of election results and prep of the unofficial precinct results	$350 for use of the equipment plus overtime for counting station personnel providing this service after business hours [Previously this charge was a flat $700 fee. Doing it this way should result in a reduction of costs for most entities.]
Technical & equipment support for machines and equipment being provided to the Client.	Charges apply only for services provided by non-Elections Division personnel and are a straight pass through to the entity
Hire judges, alternate judges and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board and Central Counting Station].	$10 per hour per person. In situations where the Contracting Officer is unable to find qualified voters from within the jurisdiction of the Contracting Authority's territorial boundaries, he may hire County employees who qualify under the provisions of the Texas Election Code Should this occur, these County employees will be paid at their normal rate of pay plus overtime as applicable. [See Section 3 on page 7 of this contract for additional information of the compensation of election workers]
Cancellation Fee	If the Contracting Authority cancels its election and notifies the Contracting Officer within forty-eight hours after its candidates filing deadline there will be no cancellation charge If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a $500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation

Service	Charges for Service
Election Division staff supplementation and enhanced customer service	New Charge. For all local entity elections the Election Division staff will be supplemented by two experienced and qualified election judges who will provide support services for their election and to election workers in the field The cost associated with this support is $7,400 The Commissioners Court has requested that the Contracting Officer recoup this cost from the local entities. In even-numbered years when the May entity elections overlap with Primary Runoff elections the *entities will be charged $100 per EV and ED polling location within their jurisdiction*. The remainder of the $7,400 will be covered by the County In odd-numbered years or when the entity's election does not overlap another election cycle, the entire cost will be covered by those contracting with the County for election services. In such cases the cost will be $7,400 divided by the total number of EV and ED polling locations for all entities contracting with the county for election services, times the number of EV and ED polling locations within each jurisdiction.
Electronic Poll Book Option	Assuming the availability of equipment, the Contracting Authority may choose to use electronic poll books which include a netbook, mouse, carrying case, card reader, Brother label printer, printer labels, a magnetic stripe reader, and bar code scanner The cost will be $100 per electronic poll book with two poll books being deployed at any given polling location.
Arrange for polling locations & contracting for polling locations	Fees charged by the facilities used will be passed on to the entity. No additional fees will be charged
After normal business hours use of County employees during the election cycle will be billed to the entities.	Regular pay plus overtime for each employee. Said expense, if not directly attributable to a specific entity, will be divided by the number of entities contracting with Galveston County for election services

Service	Charges for Service
Performance of duties and services under the contract.	$75 or 10% of the cost of the election, whichever is greater, will be charged as provided by the Texas Election Code
Damage to equipment	Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession

The Rest of This Page has Intentionally Been Left Blank.

AGENDA ITEM #8

COUNTY OF GALVESTON

On this the 24th day of January, 2012, 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 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, on January 31, 2012, one of Galveston County's most dedicated, qualified and devoted employees, **Robert A. Baker** will retire from his position with the **Galveston County Clerk's Office**; and

Whereas, Robert began his distinguished career with the County Clerk's Office on January 26, 1976 in the Real Property Department. Over the past 36+ years of service **Robert** proved himself to be an invaluable asset to the seven County Clerks he faithfully served, always showing himself to be a devoted and highly motivated individual with a flair for efficiency and organization. He was charged with assuring the complex details associated with the accurate recording of all real property instruments and ensuring that all such documents were properly accounted for, a task requiring keen attention to detail. As a result of the continued excellence of his performance, his ability to learn all of the new methods of recording using the latest technology afforded him, and, his ability to remain focused at all times on his many duties **Robert's** many co-workers in the County Clerk's Office became very secure in their belief that he was totally reliable. His patience in dealing with the public and his ability to assist them in their search through the myriad of real property and related indexes was nothing short of legendary; and

Whereas, Robert's knowledge, skill, integrity, and dedication to duty were demonstrated on a daily basis for the many years he worked in the County Clerk's Office. His friendly attitude, skillful manners and his impeccable knowledge of the history of Galveston County were well recognized and appreciated by those who have had the pleasure of coming in contact with him. Without the conscientious, capable and work of **Robert A. Baker,** the operations of the County Clerk's Office would have been severely hampered. Things just went smoothly when **Robert** was working; and

Whereas, Robert's retirement will leave a void in the hearts of the people he had worked with for so long and so well. He will be sorely missed by all those who have had the privilege and honor of working with him; and

Whereas, the **Commissioners' Court of Galveston County, Texas** wishes to express its appreciation to **Robert A. Baker** for his long and faithful service to the County and wishes him luck in his future endeavors.

Now, Therefore Be it Resolved, that the **Commissioners' Court of Galveston County, Texas** issues this **Resolution of Appreciation** to **Robert A. Baker** thanking him for his many years of faithful and unselfish dedication and devotion to all citizens of Galveston County.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed this 24th day of January, 2012.

Attest:

Dwight D. Sullivan, County Clerk

Patrick F. Doyle, Comm., Pct. #1

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

County of Galveston, Texas

By: _____
Mark A. Henry, County Judge

Stephen D. Holmes, Comm., Pct #3

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #9

NO

BACK – UP

PROVIDED

AGENDA ITEM #10

Memo To File

Galveston County – Round 1 – Ike Housing

January 20, 2012

The General Land Office is working closely with Galveston County to perform a review of all costs paid to date for Project Delivery on Housing Activities in the county's Hurricane Ike Housing Recovery Grant (initially issued as TDHCA contract #72090014).

Some of the payments that have been charged to the Project Delivery budget line item, should have been charged to either Housing Project Costs or Administration line items instead.
The GLO is working with the County to determine how much of the costs need to be adjusted from the Project Deliver line to the appropriate expenditure categories.
GLO has a correction action plan ready to implement once those final costs are determined.

As soon as the corrections are made, the County should be able to continue with their housing program as scheduled and begin receiving reimbursements for eligible expenditures again.

AGENDA ITEM #11

COUNTY OF GALVESTON

RESOLUTION

WHEREAS, The County of Galveston finds it in the best interest of the citizens of Galveston County, that the Victims Assistance Coordinator program be operated for the FY 2013 , and

WHEREAS, Galveston County agrees to provide applicable matching funds for the said project as required by the VOCA grant application; and

WHEREAS, Galveston County agrees that in the event of loss or misuse of the Criminal Justice Division funds, Galveston County assures that the funds will be returned to the Criminal Justice Division in full

WHEREAS, Galveston County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Galveston County approves submission of the grant application for the Victims Assistance Coordinator program to the Office of the Governor, Criminal Justice Division

Passed and Approved this the 7th day of February, 2012.

Mark Henry, County Judge

Dwight D Sullivan, County Clerk

Grant Application Confirmation Number 2550001

AGENDA ITEM #12

COUNTY OF GALVESTON

RESOLUTION

WHEREAS, The County of Galveston finds it in the best interest of the citizens of Galveston County, that the Galveston County Adult Drug Court Program be operated for the FY 2013 ; and

WHEREAS, Galveston County agrees to provide applicable matching funds for the said project as required by the Drug Court grant application, and

WHEREAS, Galveston County agrees that in the event of loss or misuse of the Criminal Justice Division funds, Galveston County assures that the funds will be returned to the Criminal Justice Division in full

WHEREAS, Galveston County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Galveston County approves submission of the grant application for the Galveston County Adult Drug Court Program to the Office of the Governor, Criminal Justice Division

Passed and Approved this 7th day of February, 2012.

Mark Henry, County Judge

Dwight D Sullivan, County Clerk

Grant Application Confirmation Number 2520002

AGENDA ITEM #13

GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

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

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

January 26, 2012

Roxann Lewis, Executive Assistant
County of Galveston
722 Moody, Suite 200
Galveston, TX 77550

Dear Ms Lewis·

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

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

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

Sincerely,

John G. Marshall, Jr., Director
Galveston County Mosquito Control

JM/ge

Enclosure

R E S O L U T I O N

STATE OF TEXAS)

COUNTY OF GALVESTON)

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

WHEREAS, The Federal Aviation Administration has indicated that governmental approval is necessary to provide aerial spraying services over the territories of general purpose governments,

NOW, THEREFORE BE IT RESOLVED, that this body approves the aerial spraying over its territory for the abatement of mosquitoes providing such spraying is conducted within the regulations and constraints of The Federal Aviation Administration, The Environmental Protection Agency, and other authoritative federal and state agencies.

Signed at Galveston, Texas,

this the 7th day of February, 20 12 A D.

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan, County Clerk

AGENDA ITEM #14

THE COUNTY OF GALVESTON

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

January 24, 2012

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

Honorable Mark Henry, County Judge
Hon Galveston County Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Re Parcels 135 & 149 – F M. 646
Limits: F M 1764 to S H 6

Gentlemen

For your consideration, we are attaching original deeds covering Parcels 135 and 149 required for the captioned F M 646 Project Parcel 135 consists of 1,408 square feet appraised at $3,274 00 and Parcel 149 consists of 458 square feet of land appraised at $1,145 00 TxDOT will reimburse the County for 90% of the Right of Way cost

If you are agreeable to accepting these transactions, please authorize issuance of a check in the amount of $3,274 00 to Mr James Ernest Buckner and check in the amount of $1,145.00 payable to Kurt L Pless and wife, Sheryl J. Pless The deeds should be recorded in the County Clerk's Official Public Records After recording, please have the original instrument returned to the Right of Way Department

Yours very truly,

Claudette Fickessen

Claudette Fickessen

Encl
cf

cc: Commissioner Kevin O'Brien, Precinct 2
Mr Mike Fitzgerald, P.E., County Engineer

2012006176
6 PGS

Parcel 135
F.M. 646

DEED

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GALVESTON §

That I, James Ernest Buckner, a divorced man, having acquired my ex-wife's undivided interest by virtue of a Special Warranty Deed dated November 27, 1990, recorded under #9100752 in the Office of the County Clerk of Galveston County, Texas, of the below described property, of the County of Galveston, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Three Thousand, Two Hundred and Seventy-four and no/100 Dollars ($3,274.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land in Galveston County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A", to wit·

None

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the State to take and use all other minerals and materials thereon, therein and thereunder

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever, and Grantors do here bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof

IN WITNESS WHEREOF, this instrument is executed on the 23rd day of January, 2012.

James Ernest Buckner

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared James Ernest Buckner, 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 herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of January, 2012.

Notary Public, State of Texas
My Commission expires 11/20/2013

MARY ANNE KANE
MY COMMISSION EXPIRES
November 20, 2013

RETURN TO R O W DEPT

EXHIBIT "A"

County Galveston
Highway. FM 646
Limits. From FM 517 to SH 6
ROW CSJ: 0978-01-032
ROW Account: 8012-02-068

Property Description for
Parcel 135

BEING a 0.032 of one acre (1,408 square feet) parcel of land located in the Mary Austin Survey, Abstract No 14, Galveston County, Texas, being a portion of Lot 5, Thaman's First Subdivision of record in Volume 231, Page 6 of the Galveston County Map Records, Texas (G C M.R.) and being a portion of that certain called 1 33 acres (calculated 1.341 acre) tract of land conveyed to James Ernest Buckner by deed of record in County Clerk File No. 9100752, Film Code No 007-34-1375 of the Official Public Records of Real Property Galveston County, Texas (O.P R O R P.G.C.); said 0.032 of one acre being more particularly described as follows:

COMMENCING at a 1/2-inch iron pipe found for the southeast corner of said 1.341 acre tract, being the northerly line of that certain called 5 383 acres (calculated 5 410 acre) tract of land conveyed to Rudolph Mansi by deed of record in County Clerk File No. 8904209, Film Code No 006-28-1596, O P R.O R.P.G.C , same being the southerly line of said Lot 5 and the northerly line of Lot 2 of said Thaman's First Subdivision;

THENCE, South 88°03'13" West, along the southerly line of said 1.341 acre tract, being the northerly line of said 5.410 acre tract, same being the common line of said Lot 2 and said Lot 5, a distance of 370.33 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,213,180.88 Y = 13,710,286 28,

1) THENCE, South 88°03'13" West, continuing along the northerly line of said 5.410 acre tract, being the southerly line of said 1.341 acre tract, same being the common line of said Lot 2 and said Lot 5, a distance of 9 13 feet to a point in the existing easterly right-of-way line of FM 646 (100 foot right-of-way) recorded in Volume 735, Page 449, of the Galveston County Deed Records (G C D.R.), being the southwesterly corner of said 1.341 acre tract, same being the northwesterly corner of said 5.410 acre tract, from which a 1/2-inch iron pipe found bears South 88°03' West, a distance of 0.30 feet;

2) THENCE, North 01°55'43" West, along the existing easterly right-of-way line of said FM 646, being the westerly line of said 1 341 acre tract, a distance of 153 95 feet to a point marking the northwesterly corner of said 1 341 acre tract, same being the southwesterly corner of that certain called 0 90 acres (calculated 0 926 acre) tract of land conveyed to Paul and Rose Luppens by deed of record in County Clerk File No 9400606, Film Code No. 009-43-1451, O P R O.R.P G.C , from which a bent 1/2-inch iron rod found bears South 28°02' West, a distance of 0 21 feet;

EXHIBIT "A"

3.) THENCE, North 88°03'13" East, along the northerly line of said 1 341 acre tract, being the southerly line of said 0.926 acre tract, a distance of 9 16 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646;

4.) THENCE, South 01°55'00" East, along the proposed easterly right-of-way line of FM 646, a distance of 153 95 feet to the POINT OF BEGINNING and containing 0.032 of one acre (1,408 square feet) of land.

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface an may be converted to grid by dividing by a combined adjustment factor of 1 00013

** The monument described and set in this call may be replace with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

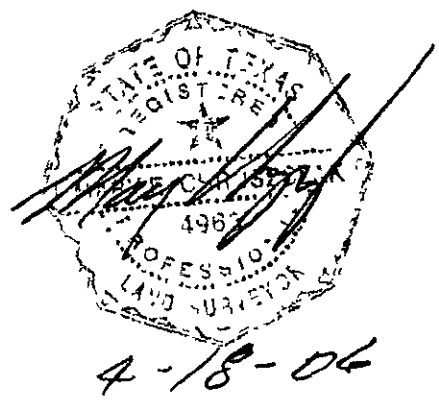
Access is permitted to the highway facility from the remainder of the property adjacent to this parcel

A plat of even survey date herewith accompanies this property description

I certify that the survey was performed on the ground under my supervision on August 15, 2003.

Prepared By

GeoSolutions, Ltd.
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel 281-681-9766



LEGEND

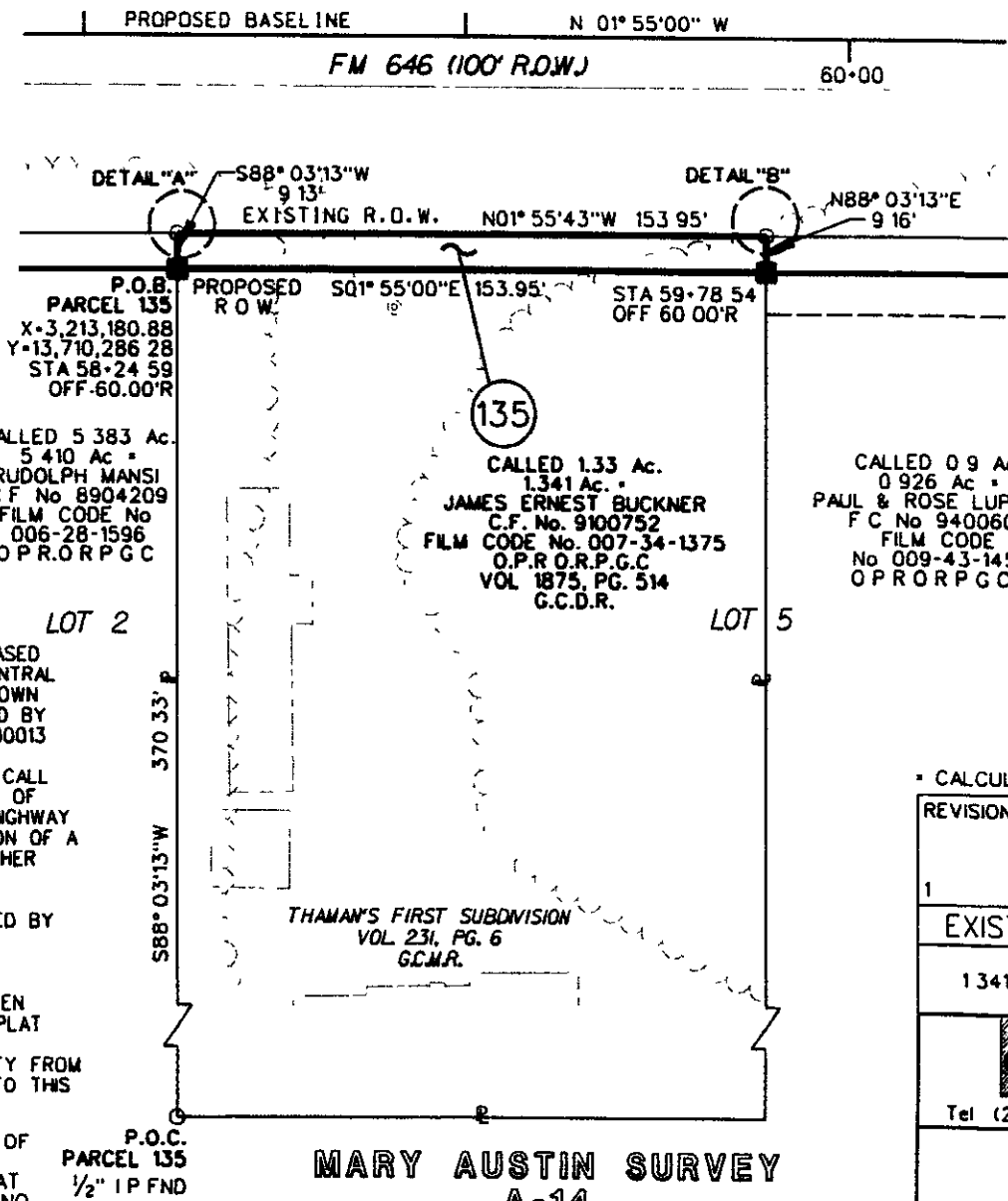
- Set 5/8" IR w/TxDOT Alum Cap
- Fnd 5/8" IR w/TxDOT Alum Cap
- Set 5/8" Iron Rod with GS Cap (unless otherwise noted)
- Fnd (Type Indicated at Location)
- GAS PUMP
- MONITOR WELL
- WATER METER
- 2'X2' GAS COVER
- PROPERTY LINE
- SURVEY LINE
- LANDHOOK
- BREAK

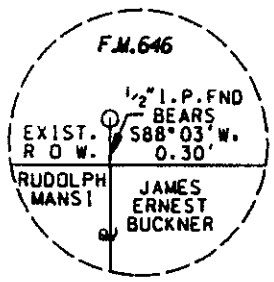
P O B POINT OF BEGINNING
P O C POINT OF COMMENCING
STA STATION
OFF OFFSET
R O W RIGHT OF WAY
N T S NOT TO SCALE

F.M.646
RECORD INFORMATION
VOL 735, PG 449
G C D R

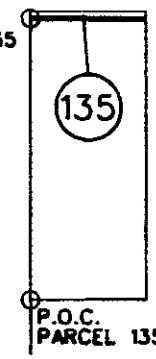
EXHIBIT "A"
Page 3 of 3

0 50 100
SCALE 1"=50'

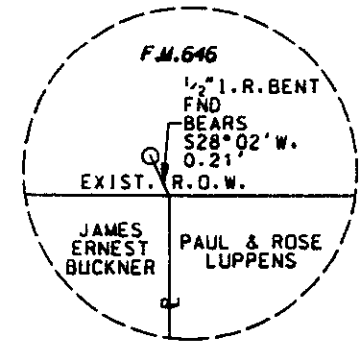




DETAIL "A"
N T S



PARENT TRACT
PARCEL 135
N T.S.



DETAIL "B"
N T S

NOTES

1 ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1996 ADJ) ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1 00013

2 **THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT

3 THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY 2003 MAP COMPLETED IN APRIL, 2006

4 PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

5 ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL

DEED REFERENCES WITH VOL AND PG ARE OF THE GALVESTON COUNTY DEED RECORDS G C M R INDICATES GALVESTON COUNTY PLAT RECORDS, AND C F INDICATES CLERKS FILE NO OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY

STATE OF TEXAS
REGISTERED
MARVIN E. CHRUSZCZAK
4968
PROFESSIONAL
LAND SURVEYOR

4-18-06

* CALCULATED AREA

REVISIONS

1

EXISTING	TAKING	REMAINING
1 341 Ac	0 032 Ac 1,408 Sq Ft	1 309 Ac

GeoSolutions, Ltd.
Tel (281) 681-9766 Fax (281) 681-9779

PARCEL 135
FM 646
GALVESTON COUNTY, TEXAS
R O W C S J 0978-01-032

DATE APRIL 2006

MARY AUSTIN SURVEY
A-14

PAGE 3 OF 3

PARCEL 135
ACCOUNT NO 8012-02-068

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 20120006176

February 07, 2012 03 27 10 PM

FEE $32 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

2012006177

6 PGS

Parcel 149
F M. 646

DEED

STATE OF TEXAS }
} KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON }

THAT WE, Kurt L. Pless and wife, Sheryl J. Pless, of the County of Galveston, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Thousand, One Hundred and Forty-five & No/100 Dollars ($1,145 00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land in Galveston County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A", to wit

None

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the State to take and use all other minerals and materials thereon, therein and thereunder

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever, and Grantors do here bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof

IN WITNESS WHEREOF, this instrument is executed on the 30th day of January, 2012

Kurt L. Pless

Sheryl J. Pless

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Kurt L Pless and Sheryl J Pless, 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 herein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of January, 2012

Notary Public, State of Texas
My Commission expires

Sharon M. Grace
Notary Public,
State of Texas
Comm Exp. 10-26-13

RETURN TO R O W DEPT

EXHIBIT "A"

County Galveston
Highway FM 646
Limits. From FM 517 to SH 6
ROW CSJ: 0978-01-032
ROW Account. 8012-02-068

Property Description for
Parcel 149

BEING a 0 011 of one acre (458 square feet) parcel of land located in the Mary Austin Survey, Abstract No 14, Galveston County, Texas, being a portion of Lot 16 out of the Thaman's First Subdivision of record in Volume 231, Page 6 of the Galveston County Map Records, Texas (G.C.M.R) and being a portion of that certain calculated 2 773 acre tract of land conveyed to Otto C. Pless, Jr of record in County Clerk File No. 8718977, Film Code No. 005-26-0115, of the Official Public Records of Real Property Galveston County, Texas (O P R O R P G.C.), said 0 011 of one acre being more particularly described as follows·

COMMENCING at a 1/2-inch iron rod found in the existing southerly right-of-way line of FM 1764 (120 foot right-of-way) recorded in Volume 1105, Page 46 and Volume 1081, Page 21 of the Galveston County Deed Records (G C.D.R.), being the northernmost northeasterly corner of said 2 773 acre tract, same being the northwesterly corner of that certain called 1 0618 acre tract (calculated 1 062 acres) of land conveyed to SSP Partners, a Texas General Partnership, by deed of record County Clerk File No 2001054718, Film Code No 016-16-1587, O P.R.O R P G.C , thence as follows,

THENCE, South 01°56'47" East, along an interior northerly line of said 2.773 acre tract, being the westerly line of said 1 0618 acre tract, a distance of 250.12 feet to a point marking the southwesterly corner of said 1 0618 acre tract, being an angle point in the northerly line of said 2 773 acre tract,

THENCE, North 88°03'13" East, along the southerly line of said 1 0618 acre tract, being the northerly line of said 2 773 acre tract, a distance of 174 43 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed westerly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,213,004 12, Y = 13,711,980 72;

1) THENCE, North 88°03'13" East, continuing along northerly line of said 2 773 acre tract, being the southerly line of said 1.0618 acre tract, a distance of 10 51 feet to a 1/2-inch iron rod found the existing westerly right-of-way line of FM 646 (100 foot right-of-way) recorded in Volume 735, Page 471, G.C.D R., being the southeasterly corner of said 1.0618 acre tract, same being the easternmost northeasterly corner of said 2 773 acre tract,

2) THENCE, South 01°55'43" East, along the existing westerly right-of-way line of FM 646, being the easterly line of said 2 773 acre tract, a distance of 43.54 feet to a point marking the southeasterly corner of said 2 773 acre tract, same being the northeasterly corner of that certain calculated 4.765 acre tract of land conveyed to Paul D Borsellino by deed of record in Volume 1725, Page 270, G C D R ,

EXHIBIT "A"

3) THENCE, South 88°03'13" West, along the southerly line of said 2 773 acre tract, being the northerly line of said 4 765 acre tract, a distance of 10 52 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed westerly right-of-way line of FM 646,

4) THENCE, North 01°55'00" West, along the proposed westerly right-of-way line of FM 646, a distance of 43 54 feet to the POINT OF BEGINNING and containing 0 011 of one acre (458 square feet) of land

Notes

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface an may be converted to grid by dividing by a combined adjustment factor of 1.00013

** The monument described and set in this call may be replace with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT

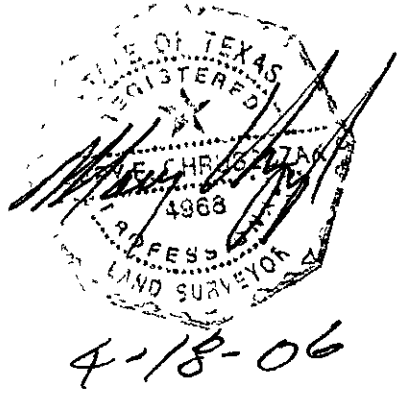
Access is permitted to the highway facility from the remainder of the property adjacent to this parcel

A plat of even survey date herewith accompanies this property description

I certify that the survey was performed on the ground under my supervision on August 15, 2003.

Prepared By

GeoSolutions, Ltd
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel. 281-681-9766



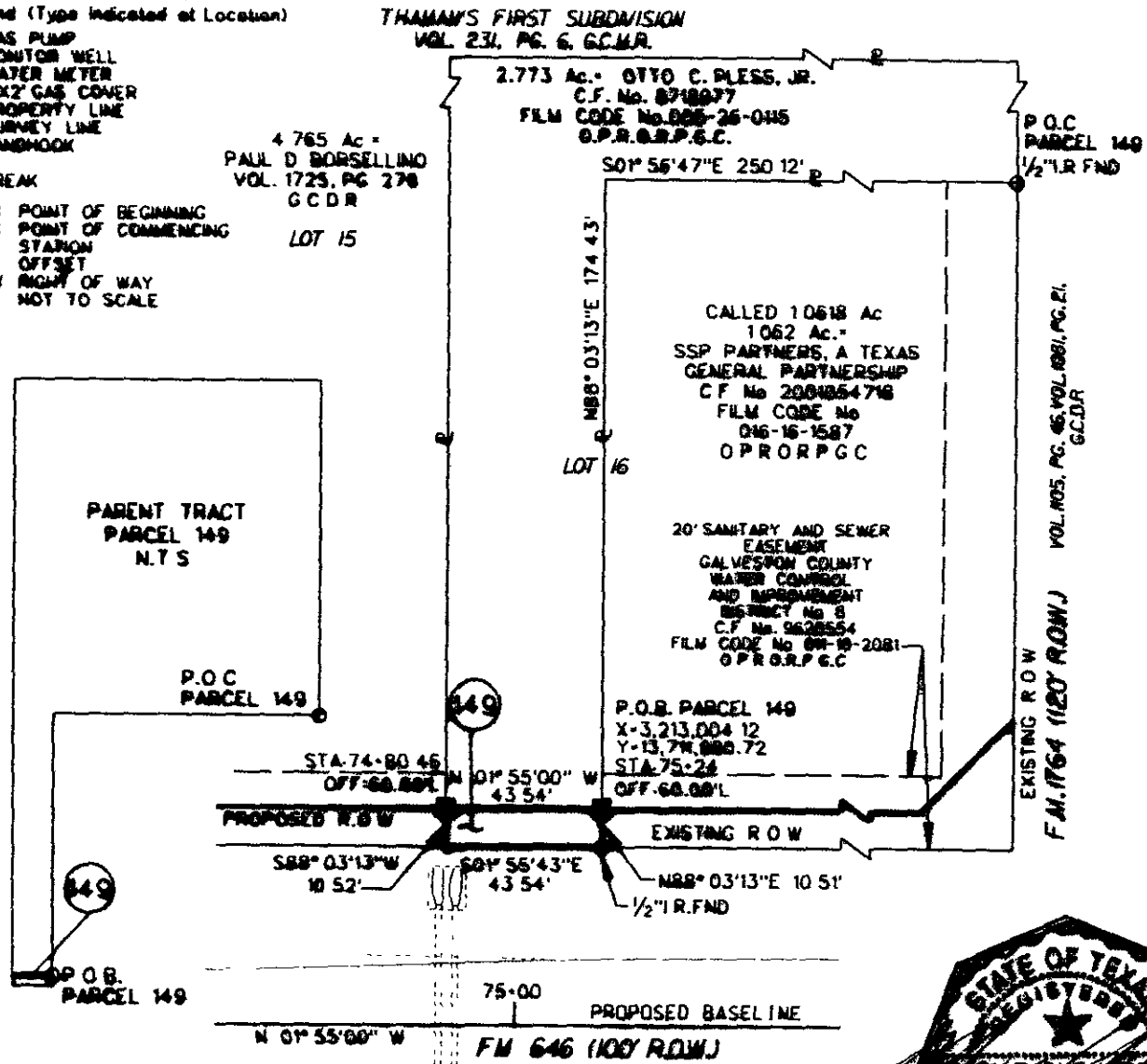
4-18-06

LE')

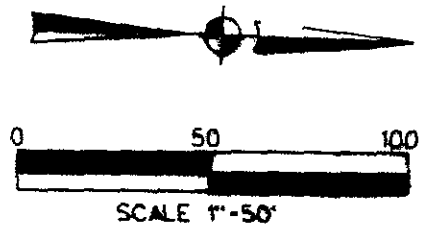
- Set ⅝" IR w/TxDOT Alum Cap
- Fnd ⅝" IR w/TxDOT Alum Cap
- Set ⅝" Iron Rod with GS Cap (unless otherwise noted)
- Fnd (Type indicated at Location)
- GAS PUMP
- MONITOR WELL
- WATER METER
- 2'X2' GAS COVER
- PROPERTY LINE
- SURVEY LINE
- LANDHOOK
- BREAK

P.O.B POINT OF BEGINNING
P.O.C POINT OF COMMENCING
STA. STATION
OFF OFFSET
R.O.W RIGHT OF WAY
N.T.S NOT TO SCALE

MARY AUSTIN SURVEY
A-14



F.M.646
RECORD INFORMATION
VOL 735, PG 471
G C D R



NOTES

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1986 ADJ.) ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.00013
2. ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT
3. THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY 2003. MAP COMPLETED IN APRIL, 2006
4. PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT
5. ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL

DEED REFERENCES WITH VOL AND PG ARE OF THE GALVESTON COUNTY DEED RECORDS G C M R INDICATES GALVESTON COUNTY PLAT RECORDS, AND C F INDICATES CLERKS FILE NO OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY

* CALCULATED AREA

REVISIONS

1

EXISTING	TAKING	REMAINING
2.773 Ac	0.011 Ac 458 Sq. Ft	2.762 Ac

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR 4068

4-18-06

PARCEL 149
ACCOUNT NO 8012-02-068

Solutions, Ltd.
Tel (281) 681-9766 Fax (281) 681-9779

PARCEL 149
FM 646
GALVESTON COUNTY, TEXAS
R O W C S J 0978-01-032

DATE APRIL 2006

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2012006177

February 07, 2012 03 27 10 PM

FEE $32 00

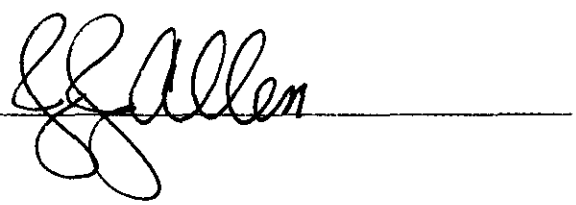
Dwight D Sullivan, County Clerk

Galveston County, TEXAS

AGENDA ITEM #15

In Texas

Travel & Training Request	
Date of Request	1/18/2012
Department / Division	Information Technology
Subject	Tyler User Conference
Event Dates	April 10-13, 2012
Location Within Galveston County	
Location Out of Galveston County	Dallas, TX
Person(s) to Travel	Charlotte Nichols, Lee Reaves, and Angela Wilks
Reason	Continuing education and training on the software application
Benefit to County	
Estimated Travel Expense	
Fee	900.00
Meals	540.00
Air	355.00
Car	132.00
Hotel	1200.00
Other	
Total Cost	3,127.0
Funding Source	
General Fund	
Grant Fund Amount	
Name of Grant	
Other Source Amount	
Name of Other Source	
Total Available	

Authorized by: 

INFORMATION
TECHNOLOGY

5WH - TYLER USER CONFERENCE

What: **Attendance at the 2012 Tyler User Conference**

Who: **Charlotte Nichols, Lee Reaves, Angela Wilks**

Where: **Dallas, TX**

When: **April 10-13, 2012 – Registration for the prices listed below are early registration fees, the deadline is January 28, 2012**

Why: **To attend course offered by Tyler for continuing education and training on the software application**

How:

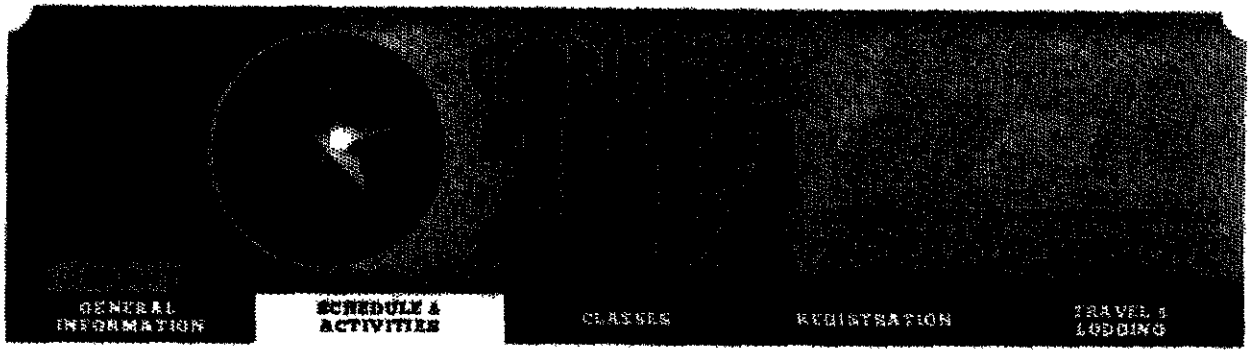
Planned *Item Conference Fees $300, Hotel Room $199/night, Shuttle to Hotel$44/per person, Airfare $354 30, Daily Food per Diem $45*

Costs:		
	Conference Fees	**$900**
	Hotel Room	**$1200**
	Airport Shuttle	**$132**
	Airfare	**$355**
	Daily Food Allowance	**$540**
	Total	**$3127**

Charge to: Odyssey Project Budget 31001591265754103

Submitted by: **Charlotte Nichols** **Date:** **1/18/12**

Approved by, _____ **Date:** _____
IT Director / Assistant IT Director



Schedule & Activities

Tuesday | Wednesday | Thursday | Friday

★ ★ ★

Tuesday, April 10, 2012

1 00 p m – 7.00 p m	Registration
5 00 p m – 7 00 p m	Connect Meet & Greet
11 00 a m – 4 30 p m	Golf Event (optional)

Connect Meet & Greet

Tuesday, April 10, 5 00 p m – 7 00 p m

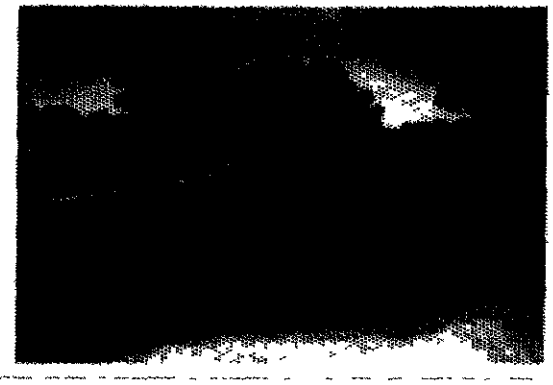
We're hosting a welcome party, and you're invited! Come mingle at the Connect 2012 Meet & Greet in the Convention Center Prefunction Area on Level 2 of the Gaylord Texan where you'll have a chance to meet Tyler staff, clients and business partners while enjoying delicious nibbles and a cash bar You'll also be able to check in for the conference during this time

Golf Event at Bear Creek Golf Club

Tuesday, April 10, 11 00 a m – 4 30 p m

Cost: $85 per person (optional)

Home to what *Avid Golfer* calls the "Best Place to Host a Corporate Event" in the area, the 36-holes of championship-caliber golf and expansive practice facility create an ideal setting for a perfect round Bear Creek has been named among the "Top 50 Resort Courses in America" by *Golf Digest* and one of the "10 Great Places to Golf" by *The Wall Street Journal* Testimony to the challenge, allure and shot values found on our two distinct layouts — the West and East Courses — Bear Creek has hosted PGA Tour Qualifiers, the Texas State Open, the AJGA National Tournament, the PGA National Golf Series, and NTPGA Sectional Tournaments



Conference Classes, Workshops & Product Demonstrations

Wednesday, April 11 – Friday, April 13

Choose from more than 700 educational classes and product demonstrations designed to meet the needs of Tyler software

users From beginner to advanced, we have the classes you want with tips and tricks, in-depth product training and key information to help you better serve your citizens

Wednesday, April 11, 2012

7 00 a m – 5 00 p m	Registration
6 30 a m – 8 00 a m	Breakfast
8 00 a m – 8 30 a m	Tyler Opening Remarks
8 45 a m – 9 45 a m	Session 1
10 00 a m – 11 00 a m	Session 2
11 15 a m –12 15 p m	Session 3
12 15 p m – 1 30 p m	Lunch
1 30 p m – 2 30 p m	Session 4
2 45 p m – 3 45 p m	Session 5
4 00 p m – 5 00 p m	Session 6

General Sessions

Choose the general session based on your Tyler product use, and learn what new technology Tyler has lined up for you We have created these sessions to be product specific so you gain the maximum information directly related to your individual software wants and needs

Session 1	Munis General Session
	Odyssey General Session
	Tyler SIS General Session
	Versatrans General Session
Session 3	Eagle, Incode & Public Safety General Session
Session 4	Eden General Session
Session 6	iasWorld & Orion General Session

Thursday, April 12, 2012

7 00 a m – 4 30 p m	Registration
6 30 a m – 8 00 a m	Breakfast
8 00 a m – 9 00 a m	Session 7
9 15 a m – 10 15 a m	Session 8
10 30 a m – 11 30 a m	Session 9
11 30 a m – 1 00 p m	Lunch
1 00 p m – 2 00 p m	Session 10
2 15 p m – 3 15 p m	Session 11
3 30 p m – 4 30 p m	Session 12
6 00 p m – 10 00 p m	Cowboys Stadium Private Event

Connect's Private Cowboys Stadium Event

Thursday, April 12, 6 00 p m. – 10 00 p m

What's bigger than Cowboys football in Texas? Nothing! That's why we're taking you to the new home of the Dallas Cowboys for an exclusive Connect 2012 event

With a capacity of 100,000 and host to major events such as the Super Bowl XLV in 2011, Cowboys Stadium is a spectacular venue Take advantage of the once in a lifetime opportunity to get a close-up look at the stadium and truly experience the venue Check out the amazing retractable roof and see how some of the historic features of Texas Stadium, the previous home of the Dallas Cowboys, have been incorporated into the team's new home

Spend the evening with Tyler and other conference attendees as we hang out on the Cowboys playing field You might even see yourself featured on the colossal $35 million video board, which is the size of a basketball court and hangs across the field, between the 20 yard lines, as you relax and enjoy the evening

We'll also have plenty of good food, plus live music and entertainment from Dallas' most popular 80's cover band, Le Freak! A few of the legendary Dallas Cowboys Cheerleaders will perform and, if that's not exciting enough, test your NFL skills on the field in Punt, Pass & Kick activities

Be ready for a unique, fun-filled evening as we celebrate the last evening of Connect 2012 at Cowboys Stadium!

Friday, April 13, 2012

7 30 a m – 11 00 a m	Registration
6 30 a m – 8 00 a m	Breakfast
8 00 a m – 9 00 a m	Session 13
9 15 a m – 10 15 a m	Session 14
10 30 a m –11 30 a m	Session 15
12 00 p m – 5 00 p m	Dallas Tour & Stockyards Tour (optional)

Stockyards Tour

Friday, April 13, 12:00 p.m – 5:00 p m.

Cost $75 per person (optional)

Interested in cowboys, outlaws and the Wild West? This tour is for you

We'll start our afternoon with lunch at Joe T Garcia's Mexican Restaurant Established in 1935, the restaurant is known for its mouthwatering enchiladas and handmade tortillas Following lunch, we'll step back in time with a visit to the Fort Worth Historic Stockyards On our way there, you'll learn the exciting history of the Wild West and the impact that Fort Worth had in that time period At the height of World War I in 1917, the Fort Worth Stockyards was the largest horse and mule market in the world, and during World War II it processed over 5 million head of livestock in auction

This is a sample of the Schedule for the Conference and the a description of the courses Lee, Angela and I will be attending. I have attached the Course catalog for the Conference for review.

Wednesday, April 11, 2012

7 00 a m – 5·00 p m	Registration
6 30 a m – 8 00 a m	Breakfast
8 00 a m – 8 30 a m	Tyler Opening Remarks
8:45 a m – 9 45 a.m	Session 1
10.00 a m – 11.00 a.m.	Session 2
11 15 a m –12 15 p m	Session 3
12·15 p m – 1 30 p m	Lunch
1 30 p m. – 2 30 p m	Session 4
2·45 p m – 3 45 p.m	Session 5
4·00 p.m – 5·00 p m	Session 6

Session #1 **Courts & Justice General Session – Wednesday** -- for all 3

DESCRIPTION. This session is for all Odyssey clients It is a chance for the whole Odyssey community to come together and hear from Tyler Courts and Justice executives about important initiatives as well as plans for the future of Odyssey

Session #2 Charlotte and Angela - **Time Management & Batch Process Best Practices – Case Manager – Lab LEVEL:** All **CPE CREDIT** N/A **SESSIONS(S):** 2 **PREREQUISITE** None **DESCRIPTION.** Need help tracking due dates for more effective case management? Are there common processes that you would like to do in batch? This hands-on lab allows you to sit at a keyboard and learn about several Odyssey Case Manager features that assist with time management (including Time Standards, Event Due Dates, and Case Flags) Also learn about List Manager "tips & tricks" to help you do your job more efficiently Enable your office through interactive working lists created from custom queries and standard reports

Session #2 Lee - **eCommerce and the Community Portal – Part 1 of 2 LEVEL.** All **CPE CREDIT:** N/A **SESSIONS(S).** 2 **PREREQUISITE. None DESCRIPTION.** How can your clerk and court serve citizens and the bar more effectively even with shrinking resources? How can your clerk and court bring the justice community together to share information more efficiently while still maintaining the appropriate security for non-public data? This session will discuss Tyler's innovative new community web portal that includes a variety of services for both the public and the bar that are designed to fit together in a cohesive ecommerce strategy These include case and calendar inquiries, document access, epayments for traffic tickets, attorney self scheduling of court-selected sessions, custom case alerts (to watch for specific persons/events) and sending electronic notices for hearings/documents

Search Southwest

The Southwest Travel Experience Sign Up Save Time

Search Flights Select Flights Price Purchase Confirmed

Houston (Hobby), TX to Dallas (Love Field), TX

Air

Modify **$354.30**

ITINERARY

DEPART APR 10	**Houston, TX to Dallas, TX** **Tuesday, April 10, 2012** Travel Time 1 h 00 m (Nonstop)	#12	Depart **Houston (Hobby), TX (HOU)**	**9 00 AM**
			Arrive in **Dallas (Love Field), TX (DAL)**	**10 00 AM**
RETURN APR 13	**Dallas, TX to Houston, TX** **Friday, April 13, 2012** Travel Time 1 h 05 m (Nonstop)	#35	Depart **Dallas (Love Field), TX (DAL)**	**3 00 PM**
			Arrive in **Houston (Hobby), TX (HOU)**	**4 05 PM**

PRICE

Passenger Type	Trip	Routing	Fare Type	Base Fare	Govt Taxes and Fees	Quantity	Total
Adult	Depart	HOU-DAL	Wanna Get Away	$45 58	$12 72	3	$174 90
Adult	Return	DAL HOU	Wanna Get Away	$45 58	$14 22	3	$179 40
Please read the fare rules associated with this purchase				**$91 16**	**$26 94**	**3**	**$354 30**

Total Due **$354 30**

Enroll in Rapid Rewards and earn at least 587 Points per person for this trip Already a Member? Log in

You can t find this great fare on any other website
Southwest fares are only on southwest com

Bags Fly Free on Southwest!* **Bag Charge** **$0 00**

First and second checked bags Weight and size limits apply

Air Total
$354 30

Quick Air Links
Check In
Change Flight
Check Flight Status

Account Login Enroll Now
Account Number or User Name
Password Case Sensitive
Remember Me
Need help logging in

Manage Travel

Shopping Cart

Air Modify | Remove

APR 10 **Depart Flt 12** HOU 9 00 AM DAL 10 00 AM
Adult Air fare per person
Wanna Get Away fare **$45 58**

APR 13 **Return Flt 35** DAL 3 00 PM HOU 4 05 PM
Adult Air fare per person
Wanna Get Away fare **$45 58**

Cost Breakdown
Adult $91 16 x 3 **$273 48**
Govt Taxes & Fees **$80 82**
We ll reserve this air after you checkout

Trip Total **$354.30**

Not ready to book yet? Save this trip and book later

Save Flight Checkout

Purchase your shopping cart
I accept the rules and want to continue with this purchase

Rapid Rewards

Travel Guide

Add a Hotel

We ll keep an eye on your cart for you while you shop Products not confirmed until purchase

Wyndham Dallas Love Field
$113/night
Rapid Rewards Partner
3 Star Rating View Details

Search for hotels in Dallas (04/10/2012 - 04/13/2012)
Close To (optional)
Center of destination **within** 30 miles
Show Only (optional)
Hotel Chains Shop All Hotel Chains

Find Hotels

Add a Car

We ll keep an eye on your cart for you while you shop Products not confirmed until purchase

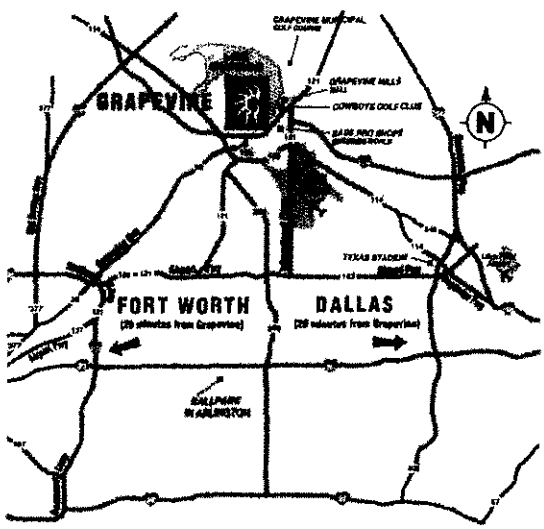
The cost of all transportation and lodging for Tyler Connect 2012 is the responsibility of each conference attendee

★ ★ ★

Travel

Air Transportation

American Airlines Receive 5 percent off the lowest applicable published airfare by using the following link www AA com and Promotion Code 2242BL



Driving directions from the Dallas/Fort Worth (DFW) Airport

- Take the north exit out of the airport towards highways 635/121
- Continue north on 121 and take the Bass Pro exit

Lodging

Gaylord Texan Hotel & Convention Center

151 Gaylord Trail
Grapevine, TX 76051

Brimming with authentic Texas style and hospitality, Gaylord Texan Hotel and Convention Center invites you to experience the energy and excitement of the Lone Star State Overlooking beautiful Lake Grapevine, Gaylord Texan is just six minutes from the Dallas-Fort Worth International Airport Underneath the signature majestic and climate-controlled glass atriums, you'll find distinctive shopping, dining and recreation options

Room Reservations

As a Tyler Connect 2012 attendee, you'll receive a room rate of $184 per night, plus a $15 resort rate and applicable taxes Visit the Gaylord Texan online to reserve your room »

Please note Your credit card will be used to guarantee your reservation and will not be charged until your arrival

For assistance with your hotel reservation, please call 817-778-2000 and mention that you are attending Tyler Connect 2012

- Turn left onto Bass Pro
- Go straight past Embassy Suites (on your right) and go left at the light on Hwy 26 West
- Continue through the stop light on Fairway Drive
- Turn right into the hotel entrance on Gaylord Trail

SuperShuttle

Gaylord Texan Hotel has partnered with SuperShuttle to provide an economical choice for airport transportation services in their familiar blue vans SuperShuttle saves you money by sharing the ride with other passengers with a direct trip to the airport, stopping at each terminal needed by Gaylord Texan guests

When taking SuperShuttle, please plan for a one-hour trip each way between the hotel and the airport Upon arrival to the airport you must use the phones in Baggage Claim to call SuperShuttle for pickup

Pricing for SuperShuttle Shared Rides

- DFW Airport $12 per person
- Love Field $22 per person

For additional information or to make a reservation, call SuperShuttle at 1-800-258-3826 or book your shared van ride online Shuttles depart the front drive of the hotel daily between 5 00a m and 6 00p m The DFW shuttle departs every 20 minutes, and the Love Field shuttle departs on the hour during this time

Taxis

Taxi service is available on the upper level of Terminals A, B, C, and E, and on the lower level of Terminal D Approximate cost is $20 one-way to the Gaylord Texan

An Airport Guest Assistant will be available at the taxi stands between 8 00a m and midnight Between midnight and 8 00a m , dial 972-574-5878 to request a taxi

Car Rental

Avis Rent-A-Car

Avis is Tyler Technologies' preferred car rental company To receive the best car rental rates available, please call Avis at 1-800-331-1600 and reference the

Parking at Gaylord Texan Resort

Parking at Gaylord Texan is discounted for Connect attendees at $12 (plus tax) per day for overnight self-parking and $24 (plus tax) per day for overnight valet parking Guests with a handicapped placard or license plate may use valet parking for the self-parking price

Gaylord's Relâche Spa

What better way to spend your free time during Connect than nurturing your body and mind? Visit Relâche Spa, Gaylord's 25,000-square-foot facility with 12 lavish treatment rooms

Nationally renowned as a premiere spa for exclusive luxurious treatments, Relâche offers soothing massages, rejuvenating facials, relaxing body treatments, and invigorating fitness options It's the perfect place to soothe the body and soul

★ ★ ★

CONNECT 2012
GAYLORD TEXAN → GRAPEVINE, TEXAS
APRIL 10-13, 2012

Odyssey User Path

Class Descriptions

There is only one track (OD) within Odyssey User Path

Class descriptions are listed chronologically by session code number

Example [OD-OD-5-A] is offered during session Number 5

Empowering people who serve the public

tyler

Session 1 – 8.45 to 9:45 on Wednesday

[OD-GS-1-A]
Courts & Justice General Session – Wednesday
LEVEL All **CPE CREDIT** N/A **SESSIONS(S)**· 1
PREREQUISITE. None
DESCRIPTION This session is for all Odyssey clients It is a chance for the whole Odyssey community to come together and hear from Tyler Courts and Justice executives about important initiatives as well as plans for the future of Odyssey

---

Session 2 – 10:00 to 11:00 on Wednesday

[OD-OD-2-A]
Time Management & Batch Process Best Practices – Case Manager – Lab
LEVEL· All **CPE CREDIT** N/A **SESSIONS(S)** 2
PREREQUISITE. None
DESCRIPTION· Need help tracking due dates for more effective case management? Are there common processes that you would like to do in batch? This hands-on lab allows you to sit at a keyboard and learn about several Odyssey Case Manager features that assist with time management (including Time Standards, Event Due Dates, and Case Flags) Also learn about List Manager "tips & tricks" to help you do your job more efficiently. Enable your office through interactive working lists created from custom queries and standard reports

[OD-OD-2-B]
ICE Detainer Reporting: Updates and Future Direction
LEVEL All **CPE CREDIT** N/A **SESSIONS(S)**: 2
PREREQUISITE None
DESCRIPTION TCJS mandates that specific inmate related data is reported in an accurate and timely fashion Recent changes to legislation have brought about the need to incorporate and expand the amount and type of data TCJS is receiving One of the key areas where this has taken place is in the reporting of ICE Detainer information This session reviews these changes and discusses how they are reflected in associated reports produced by Jail Manager

[OD-OD-2-C]
eCommerce and the Community Portal – Part 1 of 2
LEVEL: All **CPE CREDIT.** N/A **SESSIONS(S):** 2
PREREQUISITE None
DESCRIPTION· How can your clerk and court serve citizens and the bar more effectively even with shrinking resources? How can your clerk and court bring the justice community together to share information more efficiently while still maintaining the appropriate security for non-public data? This session will discuss Tyler's innovative new community web portal that includes a variety of services for both the public and the bar that are designed to fit together in a cohesive ecommerce strategy These include case and calendar inquiries, document access, epayments for traffic tickets, attorney self scheduling of court-selected sessions, custom case alerts (to watch for specific persons/events) and sending electronic notices for hearings/documents

This is 2 part class Also select [OD-OD-3-C] eCommerce and the Community Portal – Part 2 of 2

[OD-OD-2-E]
Enterprise Custom Reporting (ECR) for Case Manager – Part 1 of 2

LEVEL. All **CPE CREDIT** N/A **SESSIONS(S):** 2
PREREQUISITE· None
DESCRIPTION· Are you getting the most from your Enterprise Custom Reporting implementation? Learn how to create Case Manager reports using Microsoft SQL Server Reporting Services to create custom reports to assist your office Add charts and graphs or export your data to CSV to review in a spreadsheet gaining a new visual on your business This class is recommended for IT staff or those with Administrative rights

This is a 2-part class Also Select [OD-OD-3-E] Enterprise Custom Reporting (ECR) for Case Manager – Part 2 of 2

Session 3 – 11:15 to 12:15 on Wednesday

[OD-OD-3-A]
Georgia State Reporting Updates

LEVEL· All **CPE CREDIT.** N/A **SESSIONS(S)·** 3
PREREQUISITE None
DESCRIPTION· There have been many updates to state reporting in Georgia Learn what changes have been made to Odyssey to meet the new requirements and make state reporting smoother for users We will also discuss any upcoming changes or newly mandated requirements and share best practices

[OD-OD-3-B]
Attorney Manager Best Practices – Lab

LEVEL All **CPE CREDIT·** N/A **SESSIONS(S).** 3
PREREQUISITE: None
DESCRIPTION· Odyssey Prosecutor is becoming Attorney Manager Join us in this hands-on lab where you can sit at a keyboard and use Odyssey in order to gain a better understanding of best practices for using new and old capabilities of Attorney Manager Learn tips for defaulting data through configuration on case intake as well as the process for handling reindictments Come with questions and expect to learn best practices used in other offices

[OD-OD-3-C]
eCommerce and the Community Portal – Part 2 of 2

LEVEL All **CPE CREDIT·** N/A **SESSIONS(S):** 3
PREREQUISITE: [OD-OD-2-C] eCommerce and the Community Portal – Part 1 of 2
DESCRIPTION How can your clerk and court serve citizens and the bar more effectively even with shrinking resources? How can your clerk and court bring the justice community together to share information more efficiently while still maintaining the appropriate security for non-public data? This session will discuss Tyler's innovative new community web portal that includes a variety of services for both the public and the bar that are designed to fit together in a cohesive ecommerce strategy These include case and calendar inquiries, document access, epayments for traffic tickets, attorney self scheduling of court-selected sessions, custom case alerts (to watch for specific persons/events) and sending electronic notices for hearings/documents

This is a 2-part class Also Select [OD-OD-2-C] eCommerce and the Community Portal – Part 1 of 2

[OD-OD-3-D]
Session Works: In Court Experience of Clerk & Judge Edition

LEVEL· All **CPE CREDIT**· N/A **SESSIONS(S).** 3
PREREQUISITE None
DESCRIPTION· This class will show how Session Works Judge Edition and Session Works Clerk Edition work together Tyler Technologies' has two products for use in the courtroom SessionWorks Judge Edition and SessionWorks Clerk Edition Judge Edition is an innovative new touch-enabled product specifically for the judge to access the case file electronically Clerk Edition is for the clerk in the courtroom to process cases individually or in batch using pre-configured actions, generate forms, and update the case data in Case Manager Although the judge and clerk are working alongside each other in the same courtroom with the same set of hearings, each product is tailored to very different user needs Come see how the SessionWorks products complement each other in the courtroom

[OD-OD-3-E]
Enterprise Custom Reporting (ECR) for Case Manager – Part 2 of 2

LEVEL All **CPE CREDIT**· N/A **SESSIONS(S)**· 3
PREREQUISITE· [OD-OD-2-E] Enterprise Custom Reporting (ECR) for Case Manager – Part 1 of 2
DESCRIPTION. Are you getting the most from your Enterprise Custom Reporting implementation? Learn how to create Case Manager reports using Microsoft SQL Server Reporting Services to create custom reports to assist your office Add charts and graphs or export your data to CSV to review in a spreadsheet gaining a new visual on your business This class is recommended for IT staff or those with Administrative rights

This is a 2-part class Also Select· [OD-OD-2-E] Enterprise Custom Reporting (ECR) for Case Manager – Part 1 of 2

Session 4 – 1:30 to 2:30 on Wednesday

[OD-OD-4-A]
Odyssey 2012 – Attorney Manager Overview

LEVEL All **CPE CREDIT** N/A **SESSIONS(S)**· 4
PREREQUISITE: None
DESCRIPTION. Odyssey Prosecutor is becoming Attorney Manager and there are a lot of new features Tyler is committed to making the transition from Prosecutor to Attorney Manager as easy as possible Preview the functionality now so that your office is prepared to utilize the new features upon release. Learn about Case Types, List Manager actions, Workspace and Document Workflow, to name a few.

[OD-OD-4-B]
Record on Appeal Creator

LEVEL All **CPE CREDIT** N/A **SESSIONS(S)**· 4
PREREQUISITE None
DESCRIPTION Learn how to generate a record on appeal packet to send to the Appellate court electronically by selecting document images from the case The Appeal functionality in Odyssey can bundle images into volumes, add pagination, as well as create a table of contents for the packet as a whole Learn about this powerful functionality as well as suggested processes for managing appeal timelines

[OD-OD-4-C]
LMS – Anytime, Anyplace Online Training

LEVEL All **CPE CREDIT** N/A **SESSIONS(S)**: 4
PREREQUISITE: None
DESCRIPTION Do you have Odyssey users that are new to your agency or new to Odyssey? Are there users that could use a refresher? Would you like to have an inexpensive way to train them? Tyler has begun implementing a Learning Management System that allows your users to get training from their desk or anyplace they have a PC with an internet connection This session will discuss the training available via LMS and how you can use it to improve productivity in your office

[OD-OD-4-D]
Inmate Tracking Updates

LEVEL. All **CPE CREDIT**: N/A **SESSIONS(S):** 4
PREREQUISITE: None
DESCRIPTION: The ability to track inmates using bar codes and scanning devices enhances jail security by allowing staff to follow inmate movements in near-real time Two features, one software and one hardware related, have been incorporated into Jail Manager for this purpose This session will review the latest initiatives in this area and discuss our long term vision for the direction of the product in this area.

[OD-OD-4-E]
DPS eCitation Importer

LEVEL: All **CPE CREDIT**: N/A **SESSIONS(S)** 4
PREREQUISITE: None
DESCRIPTION Eliminate the need for manual data entry of paper-based citations. Odyssey's Citation Importer functionality supports the automation of citations in the Texas DPS NIEM format as well as citations in standard XML format Efficiency is improved by automatically importing citation files as often as every fifteen minutes and systematically creating cases in Odyssey Case Manager through standard e-File workflow processing With the Citation Importer, processing citations will no longer tie up valuable resources and data accuracy will be greatly improved

---

Session 5 – 2:45 to 3:45 on Wednesday

[OD-OD-5-A]
Odyssey 2012 – Case Manager Overview

LEVEL. All **CPE CREDIT.** N/A **SESSIONS(S).** 5
PREREQUISITE: None
DESCRIPTION. The Odyssey 2012 Release is packed with exciting new features in Case Manager Attend this class to learn about new functionality as well as highlighted features Officer Scheduling and Tyler Notify Officer Scheduling is a new solution that provides officers with the ability to add and update their availability through a web portal This updated availability information, can then be taken into consideration when the clerk schedules hearings, and will reduce the number of times hearings must be rescheduled Tyler Notify enables your office to electronically send hearing notices and case notices to a party that has opted in to receive emails This new functionality is another step towards a more paperless office, and will help you reduce supplies and time spent mailing notices

[OD-OD-5-B]
Paper on Demand – Attorney Manager – A Client Story – Part 1 of 2

LEVEL· All **CPE CREDIT** N/A **SESSIONS(S).** 5
PREREQUISITE· None
DESCRIPTION. Williamson County has implemented a virtually a virtually paper-free office in their County Attorney's Office Melisa Hightower and Brandon Dakroub will explain the process and the benefits their office has obtained by implementing a paper-free work environment

This is a 2-part class Also Select [OD-OD-6-B] Paper on Demand – Attorney Manager – A Client Story – Part 2 of 2

[OD-OD-5-C]
eFiling with Odyssey File & Serve

LEVEL· All **CPE CREDIT**· N/A **SESSIONS(S)**· 5
PREREQUISITE None
DESCRIPTION: Come to this class to learn about Tyler's File & Serve product that allows attorneys to file documents electronically into Case Manager File & Serve functionality covers the needs of the attorney submitting the filing as well as the needs of the clerk reviewing the filings Approved filings automatically update Odyssey Case Manager

[OD-OD-5-D]
Enterprise Custom Reporting (ECR) for Jail Manager – Part 1 of 2

LEVEL· All **CPE CREDIT.** N/A **SESSIONS(S):** 5
PREREQUISITE: None
DESCRIPTION· Are you getting the most from your Enterprise Custom Reporting implementation? Learn how to create Jail Manager reports using Microsoft SQL Server Reporting Services to create custom reports to assist your office Add charts and graphs or export your data to CSV to review in a spreadsheet gaining a new visual on your business This class is recommended for IT staff or those with Administrative rights

This is a 2-part class Also Select [OD-OD-6-D] Enterprise Custom Reporting (ECR) for Jail Manager– Part 2 of 2

Session 6 – 4:00 to 5:00 on Wednesday

[OD-OD-6-A]
Florida State Reporting Updates

LEVEL· All **CPE CREDIT** N/A **SESSIONS(S):** 6
PREREQUISITE. None
DESCRIPTION· There have been many updates to the state reporting in Florida Learn what changes have been made to Odyssey to meet the new requirements and make state reporting smoother for users We will also discuss any upcoming changes or newly mandated requirements and share best practices

[OD-OD-6-B]
Paper on Demand – Attorney Manager – A Client Story – Part 2 of 2

LEVEL. All **CPE CREDIT** N/A **SESSIONS(S)**· 6
PREREQUISITE· [OD-OD-5-B] Paper on Demand – Attorney Manager – A Client Story – Part 1 of 2
DESCRIPTION· Williamson County has implemented a virtually paper-free office in their County Attorney's Office. Melisa Hightower and Brandon Dakroub will explain the process and the benefits their office has obtained by implementing a paper-free work environment

This is a 2-part class Also Select [OD-OD-5-B] Paper on Demand – Attorney Manager – A Client Story – Part 1 of 2

[OD-OD-6-C]
Mandatory e-Filing – Case Study

LEVEL All **CPE CREDIT** N/A **SESSIONS(S)** 6
PREREQUISITE· None
DESCRIPTION· Have you considered implementing electronic filing in your court? Do you wonder what the challenges are and how others have overcome them? In this session an Odyssey client will discuss their implementation of Odyssey File and Serve, and describe the benefits as well as the challenges to implementing a mandatory e-filing system

[OD-OD-6-D]
Enterprise Custom Reporting (ECR) for Jail Manager – Part 2 of 2

LEVEL. All **CPE CREDIT**· N/A **SESSIONS(S)**· 6
PREREQUISITE: [OD-OD-5-D] Enterprise Custom Reporting (ECR) for Jail Manager – Part 1 of 2
DESCRIPTION· Are you getting the most from your Enterprise Custom Reporting implementation? Learn how to create Jail Manager reports using Microsoft SQL Server Reporting Services to create custom reports to assist your office Add charts and graphs or export your data to CSV to review in a spreadsheet gaining a new visual on your business This class is recommended for IT staff or those with Administrative rights

This is a 2-part class Also Select [OD-OD-5-D] Enterprise Custom Reporting (ECR) for Jail Manager – Part 1 of 2

Session 7 – 8:00 to 9:00 on Thursday

[OD-GS-7-A]
Courts & Justice General Session – Thursday

LEVEL All **CPE CREDIT** N/A **SESSIONS(S):** 7
PREREQUISITE. None
DESCRIPTION This session is for all Odyssey clients It is a chance for the whole Odyssey community to come together and hear from Tyler Courts and Justice executives about important initiatives as well as plans for the future of Odyssey

Session 8 – 9:15 to 10:15 on Thursday

[OD-OD-8-A]
Financials Best Practices – Case Manager – Part 1 of 2

LEVEL. All **CPE CREDIT.** N/A **SESSIONS(S)** 8
PREREQUISITE· None
DESCRIPTION: Gain a better understanding of the best processes for common Financial business scenarios in Case Manager and get answers to frequently asked questions Learn about new features related to processing NSF checks, taking payments, and managing payment plans Pick-up tips and tricks for being more efficient with Financial functionality and automatically assessing money to the case through configuration options

This is a 2-part class Also Select [OD-OD-9-A] Financials Best Practices – Case Manager – Part 2 of 2

[OD-OD-8-B]
eCharging Into Attorney Manager

LEVEL All **CPE CREDIT:** N/A **SESSIONS(S):** 8
PREREQUISITE. None
DESCRIPTION. Preview eCharging , a solution that enables Law Enforcement agencies to electronically submit both case data and evidence to prosecutorial offices See a prototype of the functionality and participate in a discussion regarding the future of this feature

[OD-OD-8-C]
Jail Manager – Product Roadmap

LEVEL All **CPE CREDIT** N/A **SESSIONS(S):** 8
PREREQUISITE. None
DESCRIPTION· This session will share Tyler's vision for the future of Jail Manager in 2013 and beyond Significant work has already been completed preparing for the next release (2013) of Odyssey and we will share these plans with you Note that there is a separate session where we solicit feedback on enhancements you would like to see in Odyssey Jail Manager *[OD-OD-10-B]Jail Manager – Product Enhancement Input*

[OD-OD-8-D]
Security Workshop Lab – Part 1 of 2

LEVEL All **CPE CREDIT** N/A **SESSIONS(S):** 8
PREREQUISITE: None
DESCRIPTION Learn best practices for security methodologies in order to make your Odyssey user rights and roles more effective and easier to manage. This hands-on lab where you can sit at a keyboard and use Odyssey will discuss new rights that are available starting with Odyssey 2011 and how they can be applied in your system Get a refresher on the new System Administration product center that became available in Odyssey 2011 Monitor system usage, message logged in users, and manage job processing, license keys and document storage allocations all in one place

This is a 2-part class. Also Select [OD-OD-9-D] Security Workshop – Lab – Part 2 of 2

Session 9 – 10:30 to 11.30 on Thursday

[OD-OD-9-A]
Financials Best Practices – Case Manager – Part 2 of 2

LEVEL· All **CPE CREDIT**· N/A **SESSIONS(S)**· 9
PREREQUISITE· [OD-OD-8-A] Financials Best Practices – Case Manager – Part 1 of 2
DESCRIPTION· Gain a better understanding of the best processes for common Financial business scenarios in Case Manager and get answers to frequently asked questions Learn about new features related to processing NSF checks, taking payments, and managing payment plans Pick-up tips and tricks for being more efficient with Financial functionality and automatically assessing money to the case through configuration options

This is a 2-part class Also Select [OD-OD-8-A] Financials Best Practices – Case Manager – Part 1 of 2

[OD-OD-9-B]
Attorney Manager – Product Roadmap

LEVEL: All **CPE CREDIT**· N/A **SESSIONS(S)**· 9
PREREQUISITE· None
DESCRIPTION This session will share Tyler's vision for the future of Attorney Manager in 2013 and beyond Significant work has already been completed preparing for the next release (2013) of Odyssey and we will share these plans with you Note that there is a separate session where we solicit feedback on enhancements you would like to see in Odyssey Attorney Manager. *[OD-OD-10-C] Attorney Manager – Product Enhancement Input*

[OD-OD-9-D]
Security Workshop Lab – Part 2 of 2

LEVEL All **CPE CREDIT**· N/A **SESSIONS(S)**: 9
PREREQUISITE [OD-OD-8-D] Security Workshop – Lab – Part 1 of 2
DESCRIPTION· Learn best practices for security methodologies in order to make your Odyssey user rights and roles more effective and easier to manage This hands-on lab where you can sit at a keyboard and use Odyssey will discuss new rights that are available starting with Odyssey 2011 and how they can be applied in your system Get a refresher on the new System Administration product center that became available in Odyssey 2011 Monitor system usage, message logged in users, and manage job processing, license keys and document storage allocations all in one place

This is a 2-part class Also Select [OD-OD-8-D] Security Workshop – Lab – Part 1 of 2

Session 10 – 1:00 to 2.00 on Thursday

[OD-OD-10-A]
Odyssey 2012 – Justice of the Peace Overview

LEVEL All **CPE CREDIT**· N/A **SESSIONS(S)** 10
PREREQUISITE None
DESCRIPTION The Odyssey 2012 Case Manager release includes over 3,000 hours of new functionality developed and integrated into our Justice of the Peace solution Join us in this class to learn about several new features targeted to improve data entry efficiency and user efficiency when looking up case data, as well as a new way to protect party records and generate labels in batch This class will focus on those projects newly available in the 2012 release, and will not cover projects released in the 11 5 content patch

[OD-OD-10-B]

Jail Manager – Product Enhancement Input

LEVEL: All **CPE CREDIT** N/A **SESSIONS(S)**: 10

PREREQUISITE None

DESCRIPTION: To ensure that Jail Manager continues to meet both the current and evolving needs of our clients we are soliciting feedback from you on what enhancements are most important Our Jail Manager Steering Committee will help lead this session about how to improve Odyssey Jail Manager Note that there is a separate session where we describe future enhancements already planned *[OD-OD-8-C] Jail Manager – Product Roadmap* Suggestion cards will be available in the General Sessions, and will be discussed here.

[OD-OD-10-C]

Attorney Manager – Product Enhancement Input

LEVEL All **CPE CREDIT** N/A **SESSIONS(S)** 10

PREREQUISITE [OD-OD-4-A] Odyssey 2012 – Attorney Manager Overview

DESCRIPTION: To ensure that Attorney Manager continues to meet both the current and evolving needs of our clients we are soliciting feedback from you on what enhancements are most important Our Attorney Manager Steering Committee will help lead this session about how to improve Odyssey Attorney Manager Note that there is a separate session where we describe future enhancements already planned [OD-OD-9-B] Attorney Manager Product Roadmap Prior to attending this class please attend the session 4 class describing new enhancements available in Attorney Manager in Odyssey 2012 Suggestion cards will be available in the General Sessions, and will be discussed here

[OD-OD-10-D]

Charge Integration Best Practices (Case Mgr, Jail Mgr, Attorney Mgr) – Part 1 of 3

LEVEL All **CPE CREDIT**: N/A **SESSIONS(S)**: 10

PREREQUISITE: None

DESCRIPTION: Designed for clients with multiple county offices that use the Odyssey system Learn best practices around integrated charges See what happens in another office with the charge data entered in your office Learn how charges flow through between Odyssey Case Manager, Jail Manager and Prosecutor so you can better understand the impact of one office's data entry on another office's process

This is a 3-part class Also Select
Also Select [OD-OD-11-D] Charge Integration Best Practices (Case Mgr, Jail Mgr, Attorney Mgr) – Part 2 of 3
Also Select [OD-OD-12-D] Charge Integration Best Practices (Case Mgr, Jail Mgr, Attorney Mgr) – Part 3 of 3

Session 11 – 2:15 to 3:15 on Thursday

[OD-OD-11-A]
Scanning Best Practices – Case Manager

LEVEL All **CPE CREDIT.** N/A **SESSIONS(S)** 11
PREREQUISITE. None
DESCRIPTION. Do you find that you spend a great amount of time moving, looking for or scanning paper in your office? If you still go to the physical case file to locate a document, then you spend valuable time locating the case file and the document you are looking for inside the file Odyssey's Electronic Content Management and scanning solutions supports several methods for scanning and linking document images to a case (through Interactive Scanning, Batch Scanning, and Auto Attach Scanning) Also, if you print documents and then turn around to scan them into Odyssey, come learn about Odyssey's new Merge Form to Tiff functionality that eliminates the need to scan documents that were merged as forms in Odyssey

[OD-OD-11-C]
Justice of the Peace – Product Enhancement Input

LEVEL All **CPE CREDIT**· N/A **SESSIONS(S)**· 11
PREREQUISITE· [OD-OD-10-A] Odyssey 2012 – Justice of the Peace
DESCRIPTION· To ensure that Odyssey continues to meet both the current and evolving needs of our JP clients we are soliciting feedback from you on what enhancements are most important Our Justice of the Peace Steering Committee will help lead this session about how to improve Odyssey Note that there is a separate session where we describe Odyssey 2012 enhancements *[OD-OD-10-A] Odyssey 2012 – Justice of the Peace* Suggestion cards will be available in the General Sessions, and will be discussed here.

[OD-OD-11-D]
Charge Integration Best Practices (Case Mgr, Jail Mgr, Attorney Mgr) – Part 2 of 3

LEVEL. All **CPE CREDIT**· N/A **SESSIONS(S):** 11
PREREQUISITE [OD-OD-10-D] Charge Integration Best Practices (Case Mgr, Jail Mgr, Attorney Mgr) – Part 1 of 3
DESCRIPTION Designed for clients with multiple county offices that use the Odyssey system Learn best practices around integrated charges See what happens in another office with the charge data entered in your office Learn how charges flow through between Odyssey Case Manager, Jail Manager and Prosecutor so you can better understand the impact of one office's data entry on another office's process

This is a 3-part class
Also Select [OD-OD-10-D] Charge Integration Best Practices (Case Mgr, Jail Mgr, Attorney Mgr) – Part 1 of 3
Also Select [OD-OD-12-D] Charge Integration Best Practices (Case Mgr, Jail Mgr, Attorney Mgr) – Part 3 of 3

[OD-OD-11-E]
Enterprise Custom Reporting (ECR) for Attorney Manager – Part 1 of 2

LEVEL All **CPE CREDIT** N/A **SESSIONS(S)** 11
PREREQUISITE None
DESCRIPTION Are you getting the most from your Enterprise Custom Reporting implementation? Learn how to create Attorney Manager reports using Microsoft SQL Server Reporting Services to create custom reports to assist your office Add charts and graphs or export your data to CSV to review in a spreadsheet gaining a new visual on your business This class is recommended for IT staff or those with Administrative rights.

This is a 2-part class Also Select [OD-OD-12-E] Enterprise Custom Reporting (ECR) for Attorney Manager – Part 2 of 2

Session 12 – 3:30 to 4:30 on Thursday

[OD-OD-12-A]
Texas Justice of the Peace 2011 OCA Updates
LEVEL All **CPE CREDIT**· N/A **SESSIONS(S)**· 12
PREREQUISITE None
DESCRIPTION: In 2011, the Office of Court Administration implemented major changes to the Justice of the Peace Monthly report Join us for a roundtable discussion focused on the updates made to Odyssey to meet these new requirements

[OD-OD-12-B]
Jail Manager Best Practices – Lab
LEVEL· All **CPE CREDIT**· N/A **SESSIONS(S)** 12
PREREQUISITE· None
DESCRIPTION This hands-on lab allows you to sit at a keyboard to gain a better understanding of best practices for how to use Jail Manager on a day-to-day basis This session provides a series of tips, and will include how to use List Manager to create "working" lists, the quickest ways to locate information, setting up and using system defaults, and using sort criteria, sort options and automated generation to maximize reporting capabilities

[OD-OD-12-D]
Charge Integration Best Practices (Case Mgr, Jail Mgr, Attorney Mgr) – Part 3 of 3
LEVEL· All **CPE CREDIT**· N/A **SESSIONS(S)**: 12
PREREQUISITE *[OD-OD-10-D] Charge Integration Best Practices (Case Mgr, Jail Mgr, Attorney Mgr) – Part 1 of 3*
[OD-OD-11-D] Charge Integration Best Practices (Case Mgr, Jail Mgr, Attorney Mgr) – Part 2 of 3
DESCRIPTION Designed for clients with multiple county offices that use the Odyssey system Learn best practices around integrated charges See what happens in another office with the charge data entered in your office Learn how charges flow through between Odyssey Case Manager, Jail Manager and Prosecutor so you can better understand the impact of one office's data entry on another office's process

This is a 3-part class
Also Select [OD-OD-10-D] Charge Integration Best Practices (Case Mgr, Jail Mgr, Attorney Mgr) – Part 1 of 3
Also Select [OD-OD-11-D] Charge Integration Best Practices (Case Mgr, Jail Mgr, Attorney Mgr) – Part 2 of 3

[OD-OD-12-E]
Enterprise Custom Reporting (ECR) for Attorney Manager – Part 2 of 2
LEVEL· All **CPE CREDIT** N/A **SESSIONS(S)** 12
PREREQUISITE· [OD-OD-11-E] Enterprise Custom Reporting (ECR) for Attorney Manager – Part 1 of 2
DESCRIPTION Are you getting the most from your Enterprise Custom Reporting implementation? Learn how to create Attorney Manager reports using Microsoft SQL Server Reporting Services to create custom reports to assist your office Add charts and graphs or export your data to CSV to review in a spreadsheet gaining a new visual on your business This class is recommended for IT staff or those with Administrative rights

This is a 2-part class Also Select [OD-OD-11-E] Enterprise Custom Reporting (ECR) for Attorney Manager – Part 1 of 2

Session 13 – 8:00 to 9:00 on Friday

[OD-OD-13-A]
Justice of the Peace Best Practices – Lab

LEVEL: All **CPE CREDIT** N/A **SESSIONS(S)** 13
PREREQUISITE: None
DESCRIPTION. This hands-on lab allows you to sit at a keyboard and will help you gain a better understanding of the best processes for common business scenarios in Justice of the Peace courts and hear answers to common questions Learn tips and tricks for being a more efficient user It is recommended that you attend the Odyssey 2012 – JP Overview class prior to attending this session

[OD-OD-13-B]
Case Manager – Product Roadmap

LEVEL. All **CPE CREDIT** N/A **SESSIONS(S)** 13
PREREQUISITE: None
This session will share Tyler's vision for the future of Case Manager in 2013 and beyond Significant work has already been completed preparing for the next release (2013) of Odyssey and we will share these plans with you

[OD-OD-13-C]
Protective Orders – NCIC Compliance for Case Manager and Attorney Manager

LEVEL: All **CPE CREDIT:** N/A **SESSIONS(S)** 13
PREREQUISITE None
DESCRIPTION Come see Odyssey's new and improved Protection Orders that are both NCIC and Project Passport compliant Learn about the new Detail tab, the ability to copy Protection Orders within a case and updates to the search functions Preview the functionality now so that your office is prepared to utilize the new features upon release

[OD-OD-13-D]
Integration Toolkit – Part 1 of 3

LEVEL. All **CPE CREDIT:** N/A **SESSIONS(S)** 13
PREREQUISITE None
DESCRIPTION The Odyssey Integration Toolkit provides robust programming interfaces designed for sharing information between Odyssey and external systems. This includes the ability to add data to Odyssey and extract specific data by calling API web services, and to publish data out of Odyssey when specific business events occur In addition to walking through the capabilities of the Integration Toolkit, this class will include a discussion of how the Toolkit can help resolve several typical integration challenges

This is a 3-part class Also Select. [OD-OD-14-D] Integration Toolkit – Part 2 of 3
Also Select: [OD-OD-15-D] Integration Toolkit – Part 3 of 3

[OD-OD-13-E]
Document Management Updates

LEVEL All **CPE CREDIT** N/A **SESSIONS(S)** 14
PREREQUISITE: None
DESCRIPTION Odyssey 2012 has significant changes to document management Learn about updates to document security, workflow, eSignatures, and PDF support See how these enhancements can assist you in making your office paperless

Session 14 – 9 15 to 10 15 on Friday

[OD-OD-14-B]
Calendaring Best Practices – Case Manager – Lab – Part 1 of 2

LEVEL All **CPE CREDIT.** N/A **SESSIONS(S):** 14
PREREQUISITE: None
DESCRIPTION. This hands-on lab allows you to sit at a keyboard and will help you gain a better understanding of the best processes for common Calendaring and Scheduling business scenarios and hear answers to common questions Learn tips and tricks for being more efficient with calendaring and session functionality as well as configuration options

This is a 2-part class Also Select [OD-OD-15-B] Calendaring Best Practices – Case Manager – Lab – Part 2 of 2

[OD-OD-14-C]
Subpoena Processing in Attorney Manager

LEVEL. All **CPE CREDIT** N/A **SESSIONS(S)** 14
PREREQUISITE: None
DESCRIPTION· Learn about the new subpoena process including integration with the Law Enforcement product, and hear the vision for expanding the subpoena process even further in the 2013 release Odyssey Prosecutor is becoming Attorney Manager, and Tyler is committed to making the transition from Prosecutor to Attorney Manager as easy as possible. Preview the functionality now so that your office is prepared to utilize the new features upon release.

[OD-OD-14-D]
Integration Toolkit – Part 2 of 3

LEVEL· All **CPE CREDIT:** N/A **SESSIONS(S):** 14
PREREQUISITE [OD-OD-13-D] Integration Toolkit – Part 1 of 3
DESCRIPTION· The Odyssey Integration Toolkit provides robust programming interfaces designed for sharing information between Odyssey and external systems This includes the ability to add data to Odyssey and extract specific data by calling API web services, and to publish data out of Odyssey when specific business events occur In addition to walking through the capabilities of the Integration Toolkit, this class will include a discussion of how the Toolkit can help resolve several typical integration challenges.

This is a 3-part class Also Select [OD-OD-13-D] Integration Toolkit – Part 1 of 3
Also Select [OD-OD-15-D] Integration Toolkit – Part 3 of 3

Session 15 – 10:30 to 11:30 on Friday

[OD-OD-15-B]
Calendaring Best Practices – Case Manager – Lab – Part 2 of 2

LEVEL· All **CPE CREDIT.** N/A **SESSIONS(S)·** 15
PREREQUISITE· [OD-OD-14-B] Calendaring Best Practices – Case Manager – Lab – Part 1 of 2
DESCRIPTION This hands-on lab allows you to sit at a keyboard and will help you gain a better understanding of the best processes for common Calendaring and Scheduling business scenarios and hear answers to common questions Learn tips and tricks for being more efficient with calendaring and session functionality as well as configuration options

This is a 2-part class Also Select [OD-OD-14-B] Calendaring Best Practices – Case Manager – Lab – Part 1 of 2

[OD-OD-15-D]
Integration Toolkit – Part 3 of 3

LEVEL All **CPE CREDIT.** N/A **SESSIONS(S)** 15
PREREQUISITE [OD-OD-13-D] Integration Toolkit – Part 1 of 3
[OD-OD-14-D] Integration Toolkit – Part 2 of 3
DESCRIPTION The Odyssey Integration Toolkit provides robust programming interfaces designed for sharing information between Odyssey and external systems This includes the ability to add data to Odyssey and extract specific data by calling API web services, and to publish data out of Odyssey when specific business events occur In addition to walking through the capabilities of the Integration Toolkit, this class will include a discussion of how the Toolkit can help resolve several typical integration challenges

This is a 3-part class Also Select· [OD-OD-13-D] Integration Toolkit – Part 1 of 3
Also Select [OD-OD-14-D] Integration Toolkit – Part 2 of 3

[OD-OD-15-E]
Jail Manager Integration with 3rd Party Vendors

LEVEL All **CPE CREDIT**· N/A **SESSIONS(S)**· 15
PREREQUISITE: None
DESCRIPTION· The integration of 3rd party products with Jail Manager adds significant value to a feature-set that is already comprehensive Many of these products, such as kiosks, biometric capabilities, and e-signatures, are already available or will be soon This session will review a variety of these hardware and software systems and discuss the value they bring from a user's perspective. We will also cover how they can easily integrate with Jail Manager

In Texas

Travel & Training Request	
Date of Request	1/17/2012
Department / Division	Information Technology
Subject	Records Management Training
Event Dates	Feb. 22nd
Location Within Galveston County	
Location Out of Galveston County	Angleton, Texas
Person(s) to Travel	Ryan Ellis and Jelean Elemento
Reason	Training
Benefit to County	
Estimated Travel Expense	
Fee	$50 00 person
Meals	Lunch
Air	
Car	
Hotel	
Other	
Total Cost	$63.00 per person
Funding Source	
General Fund	
Grant Fund Amount	
Name of Grant	
Other Source Amount	Project funded
Name of Other Source	
Total Available	

Authorized by: L L Allen

INFORMATION
TECHNOLOGY

5WH- RECORDS MANAGEMENT TRAINING

What: Regional Training for All Local Government

Who: Ryan Ellis

Where: Angleton Texas

When: February 22nd 2012, 8:30AM-4:30PM

Why: Opportunity to get some basic information in records management. Also, see an overview of records management laws and rules; records management compliance; using records retention schedules to dispose of records; legal obligations pertaining to emergency preparedness for government records; identifying essential records; and planning and responding to a records emergency. This opportunity will give the County a chance to network and find out how other counties in TX are solving their RM problems.

How: The County and the OnBase project will benefit dramatically from this training, in such areas as records management laws and rules; records management compliance; using records retention schedules to dispose of records; legal obligations pertaining to emergency preparedness for government records; identifying essential records; and planning and responding to a records emergency. This formalized training will provide confidence, competency, and credibility needed to support our end-users as they adapt to the new technologies and processes.

Planned Costs:	*Item*	*Qty*	*Unit $*	*Total $*
	Registration Fee	**1**	**$50.00**	**$50.00**

Charge to: **Project # 5754095**

Submitted by: Ryan J Ellis **Date:** 17 Jan 12

Approved by: L L Allen **Date:** _____

~~IT Director / Assistant IT Director~~

Training Classes for Local Governments

Important - Please Read!

- SLRM offers basic and specialized classes on records management to local and state government records management officers and staff
- **Click on the classes below to register**
- SLRM will bill your government after you have taken the class
- Conference registration fees and cancellation deadlines are different from the Individual Classes, and will be listed on each conference registration page
- **Do not prepay.**
- To cancel a registration, contact SLRM at 512-463-7610 or email the Training Coordinator at slrminfo@tsl state tx us before the class cancellation date, otherwise, your government will be billed for the class You can send a substitute in your place if you are unable to attend
- If you are having trouble registering online, contact the Training Coordinator for a printed version of the registration form Printed forms can be faxed or mailed to the training coordinator at

  Fax 512-936-2306
  Mail Texas State Library and Archives Commission
  State and Local Records Management
  P O Box 12927
  Austin, TX 78711-2927

- For more information about classes, or if you have disabilities that require special services, call the Training Coordinator at 512-463-7610 Please allow sufficient time for special requests

Online Class Registration

Upcoming Individual Classes

View class schedule

Workshops

[redacted]
Angleton, $50

Regional Training for School Districts - Corpus Christi, TX - 03-20-2012 - 03-20-2012
Corpus Christi, $60

Regional Training for All Local Governments - Midland, TX - 03-22-2012 - 03-22-2012
Midland, $50

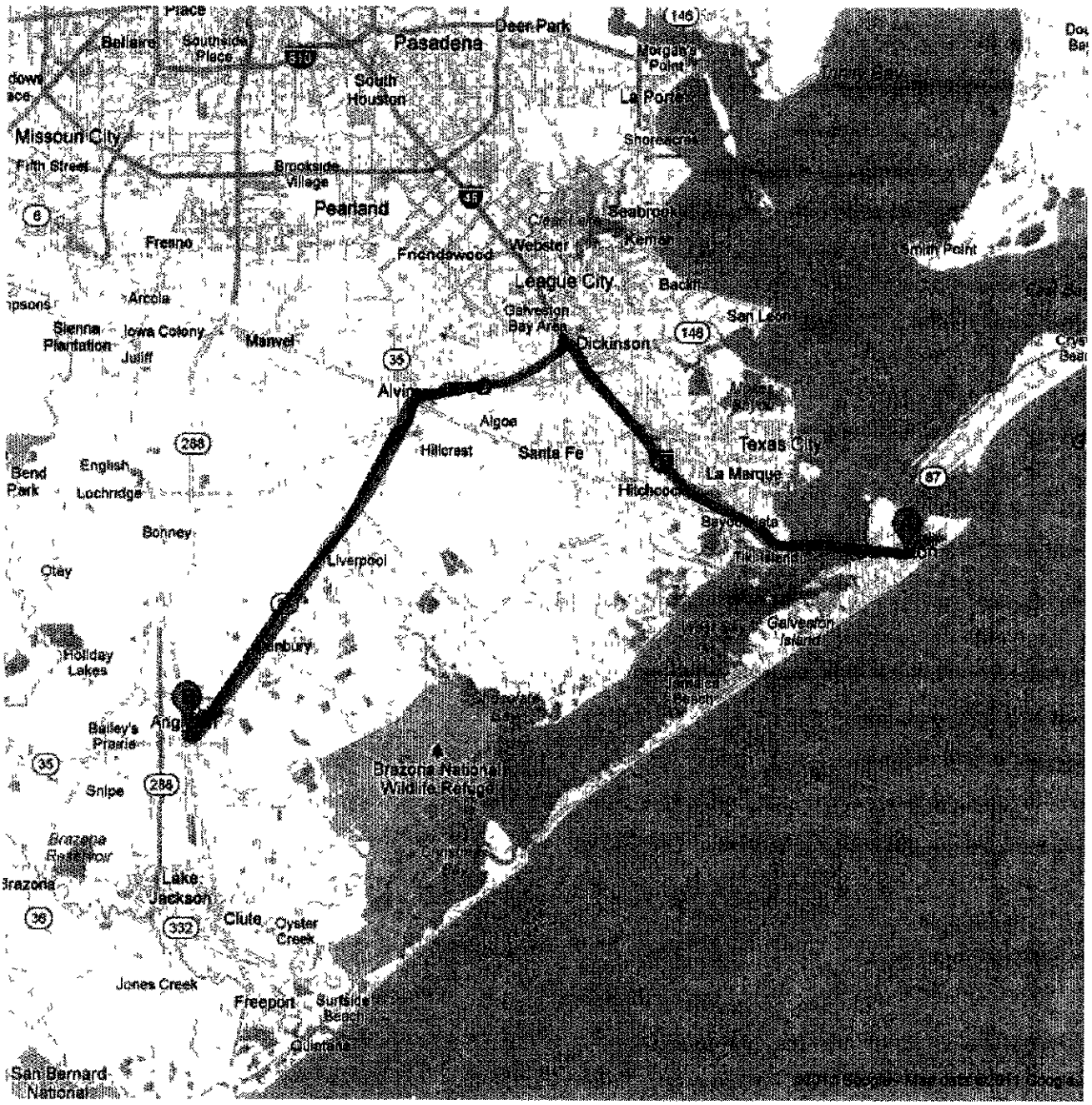
Main Page

Top of Page

Google

Directions to 111 E Locust St, Angleton, TX 77515
54.2 mi – about 1 hour 8 mins

Save trees. Go green!
Download Google Maps on your phone at **google.com/gmm**



722 Moody Ave, Galveston, TX 77550

	1 Head **south** on **Moody Ave** toward **Avenue H/Ball St/Ball Rear St** About 1 min	go 0 2 mi total 0 2 mi
87	2. Turn right onto **TX-87/Broadway Avenue J** About 4 mins	go 2 8 mi total 3 0 mi
45	3 Continue onto **I-45 N** About 17 mins	go 18 9 mi total 21 9 mi
	4. Take exit **19** toward **Farm to Market Rd 517/Dickinson/Alvin**	go 0 1 mi total 22 0 mi
	5 Merge onto **Gulf Fwy**	go 0 1 mi total 22 2 mi
	6. Turn left onto **Farm-To-Market Rd 517 W** About 19 mins	go 9 4 mi total 31 6 mi
	7 Turn left onto **Alvin Bypass** About 4 mins	go 2 5 mi total 34 1 mi
35	8. Continue onto **TX-35 S/S Gordon St** Continue to follow TX-35 S About 21 mins	go 19 9 mi total 54.0 mi
	9 Turn right onto **N Chenango St** About 1 min	go 0 2 mi total 54 2 mi
	10. Turn left onto **E Locust St**	go 52 ft total 54.2 mi

111 E Locust St, Angleton, TX 77515

These directions are for planning purposes only You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results and you should plan your route accordingly You must obey all signs or notices regarding your route

Map data ©2012 Google

Directions weren't right? Please find your route on maps google com and click "Report a problem" at the bottom left

INFORMATION
TECHNOLOGY

5WH– RECORDS MANAGEMENT TRAINING

What: Regional Training for All Local Government

Who: Jelean Elemento

Where: Angleton Texas

When: February 22nd 2012, 8:30AM-4:30PM

Why: Opportunity to get some basic information in records management. Also, see an overview of records management laws and rules; records management compliance; using records retention schedules to dispose of records; legal obligations pertaining to emergency preparedness for government records; identifying essential records; and planning and responding to a records emergency. This opportunity will give the County a chance to network and find out how other counties in TX are solving their RM problems.

How: The County and the OnBase project will benefit dramatically from this training, in such areas as records management laws and rules; records management compliance; using records retention schedules to dispose of records; legal obligations pertaining to emergency preparedness for government records; identifying essential records; and planning and responding to a records emergency. This formalized training will provide confidence, competency, and credibility needed to support our end-users as they adapt to the new technologies and processes.

Planned Costs:	*Item*	*Qty*	*Unit $*	*Total $*
	Registration Fee	**1**	**$50.00**	**$50.00**

Charge to: **Project # 5754095**

Submitted by: _____ **Date:** 1-17-12

Approved by: _____ **Date:** _____
~~IT Director / Assistant IT Director~~

Training Classes for Local Governments

Important - Please Read!

- SLRM offers basic and specialized classes on records management to local and state government records management officers and staff
- **Click on the classes below to register**
- SLRM will bill your government after you have taken the class
- Conference registration fees and cancellation deadlines are different from the Individual Classes, and will be listed on each conference registration page
- **Do not prepay**
- To cancel a registration, contact SLRM at 512-463-7610 or email the Training Coordinator at slrminfo@tsl state tx us before the class cancellation date, otherwise, your government will be billed for the class You can send a substitute in your place if you are unable to attend
- If you are having trouble registering online, contact the Training Coordinator for a printed version of the registration form Printed forms can be faxed or mailed to the training coordinator at

  Fax 512-936-2306
  Mail Texas State Library and Archives Commission
  State and Local Records Management
  P O Box 12927
  Austin, TX 78711-2927

- For more information about classes, or if you have disabilities that require special services, call the Training Coordinator at 512-463-7610 Please allow sufficient time for special requests

Online Class Registration

Upcoming Individual Classes

View class schedule

Workshops

[redacted]

Regional Training for School Districts - Corpus Christi, TX - 03-20-2012 - 03-20-2012
Corpus Christi, $60

Regional Training for All Local Governments - Midland, TX - 03-22-2012 - 03-22-2012
Midland, $50

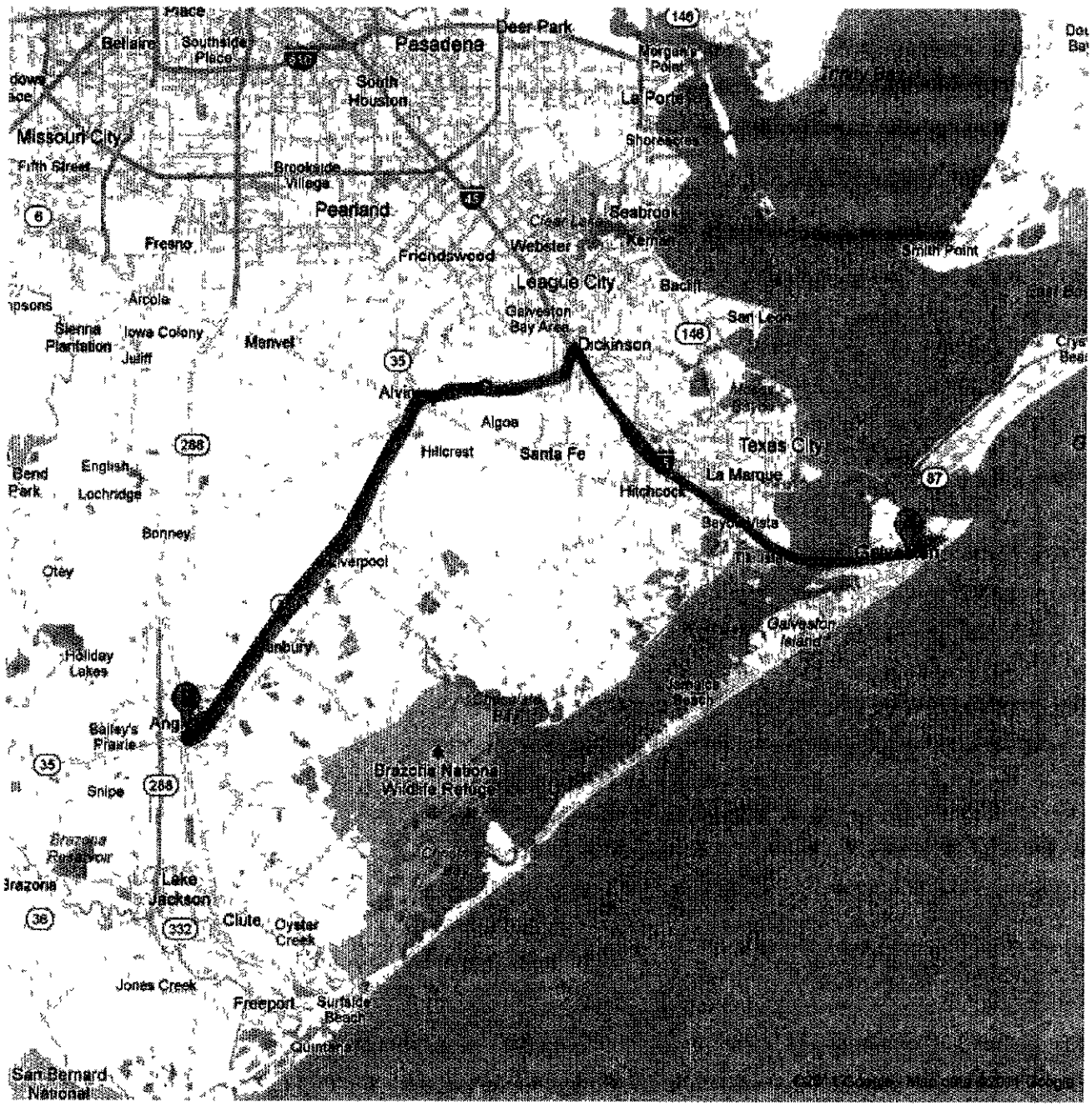
Main Page

Top of Page

Google

Directions to 111 E Locust St, Angleton, TX 77515
54.2 mi – about 1 hour 8 mins

Save trees. Go green!
Download Google Maps on your phone at **google.com/gmm**



722 Moody Ave, Galveston, TX 77550

	1 Head **south** on **Moody Ave** toward **Avenue H/Ball St/Ball Rear St** About 1 min	go 0 2 mi total 0 2 mi
87	2 Turn right onto **TX-87/Broadway Avenue J** About 4 mins	go 2.8 mi total 3 0 mi
45	3 Continue onto **I-45 N** About 17 mins	go 18 9 mi total 21 9 mi
	4 Take exit **19** toward **Farm to Market Rd 517/Dickinson/Alvin**	go 0 1 mi total 22 0 mi
	5 Merge onto **Gulf Fwy**	go 0 1 mi total 22 2 mi
	6 Turn left onto **Farm-To-Market Rd 517 W** About 19 mins	go 9 4 mi total 31 6 mi
	7 Turn left onto **Alvin Bypass** About 4 mins	go 2 5 mi total 34 1 mi
35	8 Continue onto **TX-35 S/S Gordon St** Continue to follow TX-35 S About 21 mins	go 19.9 mi total 54 0 mi
	9 Turn right onto **N Chenango St** About 1 min	go 0 2 mi total 54 2 mi
	10 Turn left onto **E Locust St**	go 52 ft total 54 2 mi

111 E Locust St, Angleton, TX 77515

These directions are for planning purposes only You may find that construction projects traffic weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly You must obey all signs or notices regarding your route

Map data ©2012 Google

Directions weren't right? Please find your route on maps google com and click "Report a problem" at the bottom left

AGENDA ITEM #16a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	1/23/12	**Department**	Information Technology		
Renewal Contract	Yes	**Orgkey.**	1101159100	**Object Code**	5423500
Contract Start Date	12/1/2011	**Vendor:**	Stenograph		
Contract End Date	11/30/2012	**Vendor No**	404845	**Contract No**	
Description	Maintenance for Court Reporter machines				
Contract # Issued By Purchasing	CM 12082		**Requested Legal Review**		Yes ____ No X

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Software Main	5423500	5000	5000				
Totals		5,000	5,000	-	-	-	-

Total Cost 5000.00

Approved By	Date	Signature
~~Department Head:~~ Admin Coor Assistant	1-26-12	L L Allen
Purchasing Agent	1-31-2012	Gina A McLaren
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office	1/31/2012	

Form Number

Allen, JJ

From: Carol Dozois [CDozois@stenograph com]
Sent: Tuesday, January 17, 2012 4 48 PM
To. Allen, JJ
Subject· Protection_Plan_Terms_and_Conditions pdf
Attachments Protection_Plan_Terms_and_Conditions pdf, image001 png, image002 jpg, image003 jpg, image004 jpg, image005 jpg

Hello JJ,

I have attached the Protection plan terms and conditions I do not have this available as Word document.

Please call me anytime if there is anything I can do for you.

Thank you,

Carol Dozois I Contract Sales Representative
Stenograph
596 W. Lamont Rd I Elmhurst, IL 60126
P 630.532.5100 I 1.800 323 4247 x 5447
stenograph com

The industry leader in court reporting technology and education

Stenograph Writer Protection Plans Terms and Conditions

Eligibility

- Writing machines must be in working condition at the time of Protection Plan purchase
- There is a 30-day service black-out period on new plans Any repairs within the first 30 days will be subject to full repair costs for all pre-existing problems
- The Basic plans are only available to those with active warranties or protection plans who are continuing their coverage
- Customers may elect whether or not to have loaner coverage under their protection plan whenever they renew their plan coverage

Pricing and Fees

- Renewal prices are for those with active warranties or protection plans and include a $100 discount off of the regular full list price
- Prices are stated in U S dollars and are subject to any local taxes, duties or fees
- Any applicable discounts and rebates will only be honored within the stated time frame and/or if eligibility requirements are met No refunds or price adjustments on prior purchases
- Published prices are subject to change without notice
- Protection plans are nonrefundable and nontransferable
- Your canceled check, credit card billing or paid invoice statement indicates acceptance by Stenograph, L L C

Hours and Scope of Coverage

- Technical support is available during business hours of 8 00 am – 6 00 pm Central Time Monday – Friday, excluding company holidays
- An active protection plan is required to receive writer software updates and technical support from Stenograph
- Any and all requests for service must be made through Stenograph's Technical Support department, 800-323-4247 or 1-630-532-5100
- Protection plans do not cover machine accessories, misuse/abuse, custom elective work or consumable items unless otherwise covered during the cleaning or refurbishment process
- Loaner machines will be sent via 2-day express delivery, where available
- Writing machine accessories are not shipped with the loaner unless requested
- Loaner machines are not available for protection plans that do not have loaner coverage
- Loaner machines are not available for rent
- All loaner machines remain the property of Stenograph, L L C Any loaner machines not returned within the stated time frame will be billed at the full retail price

Stenograph®

Stenograph, L L C
596 W Lamont Road
Elmhurst IL 60126

January 18,2012

JJ Allen
Galveston County Auditor's Off
County Court #2
600 59th St , Suite 2204
GALVESTON, TX 77551

Protect your income and livelihood during this tough economy for less than $1 a day.

Dear Stenograph Customer,

The service coverage on your Stenograph writer is about to expire By continuing to protect your machine with a Writer Protection Plan, you are also protecting your livelihood and your source of income Ensure you are protected for as little as a dollar a day

There are 2 **Protection Plan** options available Details of the plans are attached To complete your renewal, log in at **www.stenograph.com** and renew your plan online, see enclosed sheet for online instructions You can also complete the form below and fax or mail it to us
For additional information on our plans, please call **1-800-323-4247, press 1 then 2.**

AVAILABLE PLANS	RENEWAL PRICE	TAX AT THIS ADDRESS	TOTAL
DIAMANTE			
BASIC NO LOANER	191 20.	0.00	191 20
BASIC W/ LOANER*	271.20.	0.00	271.20

Stenograph recommended

Customer No.: 28175	**E-mail**		
Name Galveston County Auditor's Off			
Contract No. MQ047195		**Agreement Dates** · 12/01/11 - 11/30/12	
Number of Writers Covered:		11	
Type of Writer·	**Serial Number:**	**Type of Writer:**	**Serial Number·**
DIAMANTE	Z01677	DIAMANTE	Z01875
DIAMANTE	Z01890	DIAMANTE	Z01992
DIAMANTE	Z02057	DIAMANTE	Z02078
DIAMANTE	Z02082	DIAMANTE	Z02086
DIAMANTE	Z02087	DIAMANTE	Z02129
DIAMANTE	Z02718		

28175· MQ047195

FOUR EASY WAYS TO RENEW

Online at www stenograph com
Call 1-800-323-4247 (Credit Card Payment)
Fax 1-630-532-5700 (Credit Card Payment)
Mail a check in the enclosed envelope

(Check 1) ☐ BASIC W/ LOANER(Stenograph recommended) ☐ BASIC NO LOANER

Total = $_____

# of Writers x $_____

Grand Total = $_____

Check Enclosed (Payable to Stenograph, L L C) ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐

Exp Date

Signature Mark Lowry Date 2/7/12

Renewal price reflects a $100 discount off of the contract list price Any plan renewed after the contract or warranty expiration date will be subject to the full list price and any reactivation fees Certain terms and conditions apply

Your payment of this invoice indicates acceptance of and renews the terms of your Original Support Agreement

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE NO REFUNDS OR CANCELLATIONS ARE ACCEPTED

Diamante® and Wave® Protection Plans

Ensure you're able to work
Your writer is your livelihood and source of income Shield yourself from expensive, unexpected out-of-pocket costs while maximizing your uptime with one of Stenograph's Writer Protection Plans

Under a protection plan from Stenograph, your machine will be taken care of by expert service technicians at the factory where it was built

	Basic without loaner	Basic with loaner	Cleaning Option
Loaner via 2-day express service		X	
Software updates	X	X	
Latest changes to writer components	X	X	
Parts as needed (excludes consumable items)	X	X	X
Labor costs for repair	X	X	
Shipping of the writer to us		X	
Shipping back to you	X	X	X
Phone and Live Chat support from our Support Department	X	X	
Preferred repair service priority	X	X	
Cleaning lubrication, adjustment, electronic testing, full pad replacement and replace chipped keytops upon request (billable)			X
Price*	$345	$445	$450
Renewal Price*	$245	$345	N/A
STAR Member Renewal Price	$245	$295	N/A
Price for writer not under contract			$550

Can you afford *not* to have a protection plan?
Stenograph writers are built to be the highest quality possible but, like any writer, they need proper care to stay in top working order Without a protection plan, you are responsible for the full cost of packing, insurance and shipping in addition to the cost of repairs

Examples of costs without a protection plan

Part	Price
Function Button and status LCD assembly	$250
Color display	$350
Key sensor PC board	$500
Main PC board	$1995

Protect your investment today.

Call 800-323-4247,
press 1, then 2 or renew online at www.stenograph.com

*Renewal prices are for those with active protection plans and include a $100 discount off of the regular price Prices are for Diamante writers in North America Machines with pre-existing problems will be serviced on a time and material basis Protection plans are nonrefundable and nontransferable Certain terms and conditions apply

AGENDA ITEM #16b

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	1/30/12	**Department**	Information Technology		
Renewal Contract	Yes	**Orgkey**	1101159100	**Object Code**	5481000
Contract Start Date	11/1/2011	**Vendor.**	Synergy		
Contract End Date	9/30/2012	**Vendor No**	~~703545~~ 708593	**Contract No**	
Description	License Agreement for SAMS for Parks and Senior				
Contract # Issued By Purchasing	CM12083		**Requested Legal Review**	Yes ____ No X	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Contract Services	5481000	5,500 00	5,500 00				
Totals		5,500	5,500	-	-	-	-
Total Cost							

Approved By	Date	Signature
~~Department Head~~ Admin Coor.	1-30-12	[signature]
Assistant Purchasing Agent	1-31-2012	[signature]
County Legal:		

Contract listed in Budget Documentation (Yes No)

County Budget Office 1/31/2012 [signature]

Form Number

software technologies inc
Synergy
25 New England Drive
Essex Junction VT 05452
Fax: 802-288-9504
Phone: 703-674-5100

Invoice

Date	Invoice #
11/1/2011	20110753

Bill To	Ship To
TX - Galveston County Department of Parks and Senior Ser 4102 Main Street LaMarque TX 77568 United States	TX - Galveston County Department of Parks and Senior Ser 4102 Main Street LaMarque TX 77568 United States

P.O./Contract	Terms	Due Date	Sent On	Invoice Via
Renewal	Net 30	12/1/2011	8/31/2011	US Mail

Item	Quantity	Description	Rate	Amount
AN Renewal	5	Aging Network User Subscription Renewal & Maintenance	374.00	1,870.00
SAMS AT2 Renewal	1	SAMS Agency Tier 2 Annual Renewal & Maintenance License for agency serving less than 3,000 unduplicated clients, license includes software, upgrades, technical support, and ten named user seat licenses Pro-rated 11 months to end on 9/30/12 with TX Fiscal Year Renewal Dates 11/1/11 - 9/30/12	1,817.75	1,817.75
			Total	3,687.75
			Amount Due	$3,687.75

software technologies inc.
Synergy

LICENSE AND SERVICE CONTRACT RENEWAL AGREEMENT

Our records indicate that your licensing and/or subscription will expire on 10/31/11. To assure a smooth renewal process, and to avoid interruption of services, please:

1. Verify the attached renewal invoice. Please notify Tim Riley immediately with any changes at 802-316-4718 or triley@harmonyis.com.

2. Submit payment or a signed purchase order authorizing the invoice PRIOR to the **start date** of your license period (to avoid interruption of services).

3. Indicate, by signing and returning this Renewal Agreement, your acceptance and agreement that you are bound by the existing terms of your contract(s) and license(s).

4. Submitting payment, or a signed purchase order, or use of the software and/or subscription services after the above expiration date, is your affirmative agreement that you are bound by the terms and conditions of the agreements set out in the attached invoice.

CUSTOMER:

Mark Henry COUNTY JUDGE 2/6/12

Signature Title Date

County of Galveston, 722 Moody, Galveston, Texas 77550

Agency name and address (Print Clearly)

CONTRACTOR:

JAN 26, 2012

Michael Borton, Chief Financial Officer Date

25 New England Drive, Essex Junction VT 05452 Phone 800 294 8514 / 802 878.8514 Fax 802 288 9504 Email sst@synergysw.com

www.synergysw.com

SOFTWARE LICENSE AGREEMENT

Synergy Software Technologies Inc
www synergysw com
25 New England Drive
802-878-8514
Essex Junction, Vermont 05452

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY. BY INSTALLING OR USING ANY SOFTWARE PRODUCT PRODUCED BY SYNERGY SOFTWARE TECHNOLOGIES INC. YOU INDICATE ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT INSTALL OR USE THE SOFTWARE THIS AGREEMENT DOES NOT SUPERCEDE ANY OTHER WRITTEN AGREEMENT BETWEEN YOU AND SYNERGY SOFTWARE TECHNOLOGIES INC.

This agreement (the "Agreement") is made between Synergy Software Technologies Inc , ("SSTI") and you, the customer ("Licensee") The terms and conditions of this Agreement are intended by the parties as a final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement unless such agreement is signed by both parties In the absence of such an agreement, this Agreement shall constitute the complete and exclusive statement of the terms and conditions and no extrinsic evidence whatsoever may be introduced in any judicial proceeding which may involve the Agreement This Agreement may not be modified except by a writing executed by both parties hereto

LICENSE PROVISIONS

1. Software For the purpose of this Agreement, the licensed computer software program(s) downloaded and/or installed and the supporting documentation for such will be referred to as the "Software " This Agreement pertains to any and all software products produced by SSTI, including but not limited to SAMS3 0, SAMS2000, SAMSCAN, NAPIS REPORTER, All OMNIA Modules, OmbudsManager, FinPak and BEACON

2. License Subject to all the terms, covenants, conditions, and limitations set forth in this Agreement, Synergy hereby grants to Customer a nonexclusive, nontransferable, indivisible, and revocable right and license ("the License") to use the software during the term of this Agreement
SSTI software is licensed annually, by concurrent user (defined as the number of users logged into the system at the same time) Each concurrent user sharing the product must purchase a product license directly, or through an Agency Contract This restriction also extends to installation on a network, if more than one workstation will be accessing the product You may not sublicense, assign or transfer this License or the Software except as permitted by SSTI (call SSTI for transfer authorization and re-registration) Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this License is void Solely for your own backup purposes, you may make a single copy of the Software in the same form as provided to you

3. Restrictions. SSTI reserves any rights not expressly granted to Licensee and retains title and full ownership rights under the copyright laws of the United States or any other jurisdiction or under any federal, state, or foreign laws SSTI is not obligated to provide and Licensee acquires no right of any kind with respect to any source code for the Software Licensee agrees that it has no right whatsoever to modify the Software or any portion thereof in any manner Licensee shall not, nor permit any third party to reverse engineer, decompile, disassemble or otherwise reduce the Software to any other humanly perceivable form, and may not modify, adapt, rent, lease, loan or create derivative works based upon the Software or any part thereof You may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software

4. Export Law Assurances. Licensee shall not export or re-export, or allow the export or re-export of the Software or any copy, portion or direct product of the foregoing, in violation of any export laws, restrictions, national security controls or regulations of the United States or other applicable foreign agency or authority

5 Nondisclosure "Confidential Information" shall be defined to include Software, source code, databases, object code, documentation and any proprietary tools, proprietary knowledge or proprietary methodologies disclosed by SSTI to Licensee under or relating to this Agreement Licensee may not de-compile, reverse engineer, disassemble or otherwise reduce the Confidential Information to any human-perceivable form except as permitted under applicable law Licensee shall observe complete confidentiality with respect to the Confidential Information, and shall use its best efforts and take all reasonable steps to protect the Confidential Information from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement Licensee shall promptly notify SSTI of any known unauthorized use or disclosure of the Confidential Information and will cooperate with SSTI in any litigation brought by SSTI against third parties to protect its proprietary rights

Distribution of the Software, Documentation (including the manual), Database, or any portion of the System outside of officially licensed organizations without explicit permission from SSTI is strictly prohibited If you are using the software under State Contract, you should contact your State Representative to clarify any issues related to the distribution of the software, and associated limitations thereof

6 Assignment Licensee may not assign or transfer its rights and obligations under this Agreement without prior written approval by SSTI and any purported assignment or transfer without SSTI's consent shall be null and void

7. Injunctive Relief. Licensee hereby expressly agrees that SSTI, in addition to any other rights or remedies which SSTI may possess, shall be entitled to injunctive and other equitable relief without having to post bond or other security to prevent a material breach or continuing material breach of this Agreement

8. Software Supplied to the Government. The Software is a "commercial item," "commercial computer software" and/or "commercial computer software documentation " Consistent with DFAR section 227 7202 and FAR section 12 212, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software by the U S government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted herein

9 Term and Termination. The initial term of this License is for a period of one year so long as Customer is not in breach of, or in default under, this Agreement Thereafter, this Agreement will be renewed after the initial term from year to year unless one party wishes not to renew and furnishes written notice of its intention not to renew to the other party at least thirty (30) days prior to the date of expiration or renewal date thereafter Any adjustment to fees, charges, or other terms to be made for any renewal term shall be provided in writing to Customer not less than sixty (60) days prior to renewal date or the Agreement will renew (in the absence of timely notice to the contrary) on the same terms as the prior term, except that the following term will be a period of one year Upon any termination Licensee must immediately destroy the Software and all accompanying written materials and all copies thereof (including copies stored in computer memory) and shall so certify to SSTI in writing If software is provided for review purposes, all provisions of the license remain in effect without restriction, except that the term of the license will be for a pre-arranged period of time agreed to between SSTI and the Licensee In the event of conflicts regarding termination between this Agreement and an associated Contract between SSTI and the Customer, the Contract shall take precedence

10. General. This Agreement will be construed under the laws of the State of Vermont, except for that body of law dealing with conflicts of law and the U N Convention of Contracts for the Sale of International Goods, which shall not apply In the event there is a dispute concerning the subject matter of this Agreement, the proper venue shall be the County of Chittenden, State of Vermont, United States of America Each party hereby waives opposition to jurisdiction in such court Service of process can be done in accordance with the governing law of the Agreement Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect

11 Warranties. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED AS-IS, AND YOU ASSUME ALL RISKS ASSOCIATED WITH THEIR USE BEYOND THOSE WARRANTIES MADE IN THE 'SYNERGY SERVICE LEVEL AGREEMENT', SSTI MAKES NO WARRANTIES EXPRESSED OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE DOCUMENTATION, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY OR INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION BY APPLICABLE LAW TO THAT EXTENT, ALL WARRANTIES, EXPRESS OR IMPLIED OR IMPLIED, WILL TERMINATE UPON THE EXPIRATION OF 30 DAYS FOLLOWING DELIVERY OF THE SOFTWARE TO YOU

12 HIPAA Business Associate Obligations Should SSTI require access to client data for the purpose of technical support, import/export activity, or other specific licensee-directed activity, access to this data shall be subject to the following obligations (a) SSTI hereby agrees that the information provided or made available by licensee shall not be further used or disclosed other than as permitted or required by this agreement or as required by law, and that appropriate safeguards will be in place (b) SSTI hereby agrees that it shall report to licensee within two (2) days of discovery any use or disclosure of information not provided for or allowed by this agreement (c) SSTI hereby agrees that anytime information is provided or made available to any subcontractors or agents, licensee must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restriction on the use and disclosure of Information as contained in this agreement (d) SSTI hereby agrees to make available and provide a right of access to Information by an Individual, to make Information available for amendment and to incorporate any amendments to information, and to provide an accounting of disclosures in accordance with the Privacy Rule (e) SSTI hereby agrees to make its internal practices specifically relating to the use or disclosure of information received from, or created or received by SSTI on behalf on behalf of the licensee, available to HHS for the purposes of determining compliance with the HHS Privacy Regulations (f) SSTI agrees

to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of information in a manner contrary to this agreement or HHS Privacy Regulations SSTI agrees that the licensee has the right to immediately terminate this agreement if the licensee determines that SSTI has violated this agreement (g) Upon termination of this Agreement, SSTI agrees to destroy any consumer level personally identifiable data it may possess in relation to this Agreement

13. Limitation of Remedies and Damages IN NO EVENT WILL SSTI, ITS SUBSIDIARIES OR ANY OF THE LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO LICENSEE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF SSTI OR A SSTI REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE SSTI's CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO NO GREATER THAN THE AMOUNT OF MONEY PAID TO SSTI FOR THE SOFTWARE THAT CAUSED THE DAMAGES NO ACTION MAY BE BROUGHT AGAINST SSTI LATER THAN ONE YEAR FROM THE TERMINATION OF THIS AGREEMENT SSTI'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SSTI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL NECESSARILY MEET ALL CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SSTI, OR AN AUTHORIZED REPRESENTATIVE OF SSTI SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY

AGINGNETWORK.COM SERVICE LEVEL AGREEMENT

Synergy Software Technologies Inc
25 New England Drive
Essex Junction, Vermont 05452

www synergysw com
802-878-8514

This document outlines the levels of service to be provided by Synergy Software Technologies Inc with regard to the subscribed use of the AgingNetwork com service AgingNetwork com is an Application Service Provider (ASP) offering that is designed to provide Internet-based access to Synergy Software Technologies application software The architecture and tailoring of the software in this model is intended for use by members of the National Aging Network of State Units on Aging, Area Agencies on Aging, and Service Providers In addition to application software access, Synergy will provide for the housing of databases used by the customer via Synergy application software

Service Details

Hardware Environment

The AgingNetwork com hardware environment consists of three distinct components integrated in a server farm The first of these components is the CITRIX Secure Gateway The Secure Gateway consists of a firewall device connected to a series of servers providing secure ticketed access to the applications on the main server bank This component ensures complete and comprehensive security for the server environment and is designed to prevent unauthorized access to the system as well as ward off server attacks The second component is the CITRIX server farm, which provides a load-balanced environment for execution of Synergy applications in a CITRIX Metaframe Environment These servers are where the actual applications will run in discrete, compartmental workspaces for AgingNetwork com subscribers The third and final component of the system is the database server cluster which consists of a series of servers running Microsoft SQL Server to access application data The system also includes a tape backup system for periodic backup of the system environment and databases CPU and backup hardware within the environment consists of server hardware with ample processing and memory resources for meeting the concurrent user requirements of subscriber contracts The server farm is designed to be scaleable as processor, memory and storage requirements increase

Software Environment

AgingNetwork com uses Citrix Metaframe technology for the delivery of Synergy application function via a thin client interface over the Internet CITRIX is a proven technology for application serving, and offers tremendous benefit over native web application offerings The combination of CITRIX and Synergy applications provides the subscriber with a tremendously rich interface that would not be possible with native HTML, ASP or Java deployments In essence, the objective is to provide richness in function over a browser-based interface that is equivalent to desktop operation of the application with no sacrifice in performance The primary software components used in AgingNetwork com are as follows

Firewall Software - A firewall is employed to ensure that only authorized access to the system is available The firewall runs the most recent version of the firewall vendor software

CITRIX – The main application server processing is controlled by CITRIX Metaframe, with various CITRIX components providing access security, application serving and application load balancing

Microsoft Windows – The Microsoft Windows 2000 operating system is served to the subscriber as the desktop operating platform

Microsoft SQL Server – Microsoft SQL Server 2000 is used as the Database Management System for controlling SAMS2000 databases

Antivirus – Antivirus software is used to provide virus scanning for all systems in the AgingNetwork com server farm

Backup – Backup software is used to schedule and automate tape backup of the AgingNetwork com application environment and subscriber databases

Synergy Application Software - Synergy Software Technologies Inc application software will be provided to the subscriber per licensing agreements defined as a part of the subscriber enrollment Any component of the Synergy suite of products may be provided as a part of the subscriber desktop

Physical Environment

AgingNetwork com resides in a rack-mounted server farm placed in a secure co-location facility residing in Williston, Vermont The data center may only be accessed by authorized support personnel, and consists of an alarm system-equipped room with motion sensor triggers The AgingNetWork com server farm is attached to a fiber optic trunk, offering redundant connection to the Internet backbone Power to the system includes automated triple redundant battery-backup, as well as an independent power generator for use in the event of an extended power outage

Service Deployment

The deployment period will consist of service preparation and testing to be performed between the subscriber organization and Synergy Deployment of the service to the subscriber will be done according to the pre-determined deployment plan developed jointly between the subscriber and Synergy This plan will outline the following details that will drive the implementation tasks during the deployment period

A Identification of all individuals to be given access to the system This list must include each individual that will require access to the system For security and HIPAA compliance, each of these entities must be an actual person, and not a "shared account" Synergy will provide the subscriber with a spreadsheet that will make it easy to provide the necessary user information Under no circumstances is account sharing permitted The customer may elect to not renew an account at the end of a license period (1 year), but accounts may not be refunded once they have been ordered and placed in the system, regardless of usage

B Identification of the Synergy applications to be installed in the workspace for the subscriber Licensure for Synergy applications will be handled either as an integral part of the overall contract with the subscriber, or under separate contract The latter is more the case when a subscriber is converting from an in-house installation to deployment on AgingNetwork com

C Identification of the specific databases to be deployed This may involve data conversion or consolidation of existing databases If such work is necessary, Synergy will size the effort required, and will require approval of the work prior to the start of deployment

D Identification of an individual authorized to review, approve, and administer the implementation and deployment The subscriber should identify an individual or group that will review and test the installation to ensure that it meets expectations of the deployment prior to receipt of final approval This person shall be known as the "Subscriber Agent" The start of the subscription period will begin on the day the implementation receives approval from the subscriber agent This subscriber agent will be designated as the subscriber representative authorized to manage User IDs, request changes, and to generally manage the subscription

E Any special requirements of the subscriber that must be taken into account during the implementation period

F A time-line for the deployment that takes into account resource requirements and requisite scheduling for the subscriber organization and Synergy

G Following deployment execution, determined by approval by the subscriber agent, Service Availability will begin Each person accessing the portal is required to have a unique AgingNetwork com User ID, the cost for which is paid annually AgingNetwork com User IDs may not be shared For any AgingNetwork com contract, it is assumed that the number of concurrent users will not exceed 60% of the total number of User IDs included in the contract If concurrent usage under the contract materially exceeds 60% of the total number of User IDs, Synergy reserves the right to re-visit this issue with the customer For deployments with fewer than ten (10) total User IDs, a special 'non-concurrent' User ID subscription shall be available at a higher rate which will allow all User IDs to be logged in concurrently

Service Availability

Following deployment, the Service Availability period will begin This period will begin with the approval of the deployment by the subscriber agent, and will continue perpetually as long as the subscriber maintains service fee payments according to the contract agreement During Service Availability, Synergy will provide the subscriber with the following services

A Access AgingNetwork com and associated licensed applications via the Internet 24 hours a day, 7 days a week, with the exception of schedule down time for system maintenance

B Guaranteed 95% availability of the server applications outside of scheduled down times

C Maintenance of subscribed applications

D Maintenance of all system hardware and server software

E System performance monitoring and adjustments as necessary to support the number of required concurrent users

F Security and Virus scanning of all system hard drives

G Periodic backup of all server software components and subscriber databases (See the section on Data Backup for details on backups performed)

H Access to a toll-free technical support number for technical support related to the use and availability of the hosting services described herein Technical support response time for system availability will be within 2 hours of the original call during extended normal business hours (8 30am – 8pm Eastern Time) Note that "technical support" is defined as addressing AgingNetwork com network issues, and does not include individualized assistance on how to use applications For information regarding Synergy's software support guidelines, please refer to the *Synergy Software License Agreement* and/or the *Synergy Software Support Agreement*

Service Termination

Service will be terminated for individual users per the direction of the subscriber agent Termination requests must be submitted in writing or via email to Synergy Synergy reserves the right to terminate service for any user at any time for reasons related to system security or integrity Also, user access will be terminated for any user or group of users who are more than 60 days late on payment of access or license fees

Transfer of Accounts

Account transfers (i e termination of one account, with replacement by another account) may be requested by the Subscriber Agent Account transfers are subject to a one time charge of $50 00 per transfer, payable at the time of the transfer

Scheduled Down Time

Periodically, Synergy will schedule times when the system will be unavailable due to extended maintenance If at all possible, these periods will be scheduled outside of normal business hours, and the subscriber will receive 24 hours notice of the down time Depending upon the immediacy of the maintenance required, the down time may be rescheduled at the request of a subscriber It is anticipated that there will be a weekly scheduled down time for system maintenance on Sunday evenings from 6 00 PM to 10 00 PM Eastern

Unscheduled Down Time and Recovery

In the event of unscheduled down time (i e an unplanned outage), Synergy will make every effort to diagnose the problem and restore operation as soon as possible Because the system contains a number of redundancies, down time for such events should be minimal The following outlines our commitment regarding recovery from unplanned outages The times given are from the point of knowledge by Synergy personnel of the failure

A Hard disk failures should be minimal, due to RAID system usage, and redundant hard drives In the event of a hard drive failure that cannot be automatically restored, we will commit to a maximum outage time of 6 hours to restore data and/or systems from backup tapes

B The data system contains redundant servers for the most critical components In the event of catastrophic failure of a server requiring complete replacement, we will restore service within a 24 hour time period

C If the outage is due to failure of a component beyond our control (i e operating system issues, subsystem failures beyond our control, etc), Synergy will work with the group responsible to resolve the dependency outage as quickly as possible

D A catastrophic system failure, requiring the entire data center to be re-built will be recovered over a period of 10 business days

Please refer to "Backup Schedule" below In the event of implementing disaster recovery steps, subscribers' data will be restored from the backup data protected according to the guidelines in that section Note that these events represent extreme circumstances that should seldom occur, if ever Also, all servers in the farm are backed up by immediately available redundant hardware, greatly reducing the chances of an extended outage

If the unscheduled down time occurs during Synergy's standard business hours and lasts more than 20 minutes, Synergy will endeavor to notify Administrators of the issue via Email Synergy will periodically update users until the issue is resolved

Internet Connection Dependence

It should be noted that the performance and availability of this service is directly dependent upon the quality of the client's Internet connection Synergy will aid the client in determining the quality of their Internet connection via the use of tools designed to measure throughput This information may then be used to make an informed decision regarding Internet Service Provider selection Failure of the client's Internet connection to maintain satisfactory throughout and latency is outside the scope of this SLA, and should be addressed with the directly with the ISP Synergy cannot be held responsible for Internet infrastructure failures, and as such this SLA applies to those components within the AgingNetwork com server farm

Backup Schedule

AgingNetwork com uses automated backup software to backup all data routinely All data is backed up onto tape nightly, beginning at 2am AgingNetwork com follows a Grandfather, Father, Son (GFS) backup strategy Three (3) different sets of tapes are used to ensure data integrity One (1) set is used for daily backups (Monday-Thursday), another set is used for weekly back ups, run each Friday, and the final set used on the last day of the month for the monthly Each tape set is then taken offsite in accordance with disaster recovery guidelines

On the daily backups (Mon-Thurs), a differential (a backup in which all files that have been modified since the last full backup are copied to the backup device) backup is run ensuring all files are saved and can be restored The weekly (Friday) backups are full (a backup that takes a complete image of the entire file systems and copied to the backup device) backups Below is a schedule of our backup procedure

	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
Week 1	Daily (D)	Daily (D)	Daily (D)	Daily (D)	Weekly (F)
Week 2	Daily (D)	Daily (D)	Daily (D)	Daily (D)	Weekly (F)
Week 3	Daily (D)	Daily (D)	Daily (D)	Daily (D)	Weekly (F)
Week 4	Daily (D)	Daily (D)	Daily (D)	Daily (D)	Weekly (F)

A redundant monthly backup is also performed These backups are stored off site for twelve months

(D) = Differential Backup (F) = Full Backup

These backups include all SAMS and other pertinent application databases, with all transactions backups beginning at 10 pm nightly and database backups beginning at 12 am nightly with all the data processed then backed up to tape at 2 am nightly Tapes are switched out the following business day and taken offsite until needed

SLA Remedies

If Synergy is unable to meet the requirements of this SLA due to circumstances within Synergy's control and area of responsibility, then the monthly service fee would be refundable on a pro-rata basis

AGENDA ITEM #17

RC

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

RECEIVED
JAN 20 2012
GALVESTON COUNTY JUDGE

January 19, 2012

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

Re Request for Approval of Refunds in Excess of $2,500

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund(s)

Account Number	Amount	Reason
7148-0000-0008-001	$9,204 71	Erroneous Payment

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
7148-0000-0008-001	$9,204 71	Erroneous Payment

Re

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

RECEIVED
JAN 30 2012
GALVESTON COUNTY JUDGE

January 23, 2012

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

Re Request for Approval of Refunds in Excess of $2,500

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund(s)

Account Number	Amount	Reason
3751-0000-0061-000	$8,391.98	Overpayment
5582-0000-0014-000	$4,237 92	Overpayment
6654-0004-0014-000	$3,684 81	Overpayment
7142-0000-0003-000	$3,140.48	Duplicate Payment
7147-0000-0090-000	$8,329 31	Duplicate Payment
7220-0001-0013-001	$3,081 33	Overpayment
3822-0003-0013-000	$5,903.53	Overpayment
4131-0001-0018-000	$4,004 11	Overpayment

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
3751-0000-0061-000	$8,391 98	Overpayment
5582-0000-0014-000	$4,237.92	Overpayment
6654-0004-0014-000	$3,684.81	Overpayment
7142-0000-0003-000	$3,140 48	Duplicate Payment
7147-0000-0090-000	$8,329 31	Duplicate Payment
7220-0001-0013-001	$3,081 33	Overpayment
3822-0003-0013-000	$5,903.53	Overpayment
4131-0001-0018-000	$4,004.11	Overpayment

January 17, 2012

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

Re Request for Approval of Refunds in Excess of $2,500

Dear Judge Henry

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund(s)

Account Number	Amount	Reason
0622-0003-0002-000	$2,944 23	Overpayment
1112-0001-0020-000	$3,914 06	Overpayment
1357-0003-0026-000	$3,700.37	Overpayment
1406-0009-0203-000	$3,050 73	Duplicate Payment
1495-0011-0008-000	$4,265.49	Duplicate Payment
1757-0002-0017-000	$3,466 23	Duplicate Payment
1950-0000-0057-000	$2,542 85	Duplicate Payment
1993-0002-0011-000	$2,582 60	Duplicate Payment
2011-0001-0021-000	43,016 07	Duplicate Payment
2190-0000-0023-000	$2,796 21	Duplicate Payment
2394-0001-0038-000	$2,647 02	Duplicate Payment
2938-0000-0315-000	$2,659 07	Duplicate Payment
2965-0080-0013-000	$3,764 84	Duplicate Payment
3040-0242-0001-000	$3,186 49	Duplicate Payment
3070-0000-0018-001	$3,588 30	Duplicate Payment
3121-0001-0010-000	$2,569 08	Duplicate Payment

Sincerely,

Cheryl E Johnson

January 17, 2012

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

Re: Request for Approval of Refunds in Excess of $2,500

Dear Judge Henry.

In accordance with Section 31 11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund(s)

Account Number	Amount	Reason
5857-0009-0020-000	$4,596 71	Duplicate Payment
5866-0002-0023-000	$5,598 43	Duplicate Payment
6039-0001-0017-000	$2,961.26	Duplicate Payment
6376-0000-0170-100	$3,255 16	Duplicate Payment
6624-2003-0009-000	$3,301 87	Duplicate Payment
6657-0002-0023-000	$2,870 96	Duplicate Payment
6689-3002-0009-000	$2,723.83	Duplicate Payment
6704-0003-0011-000	$3,344 62	Duplicate Payment
6832-0007-0091-000	$5,587.42	Overpayment
7016-0000-0083-000	$6,265 91	Overpayment
7239-1002-0006-000	$4,879 58	Duplicate Payment
7278-0000-0001-000	$3,582 54	Duplicate Payment
7278-0000-0002-000	$3,282 22	Duplicate Payment
7278-0000-0003-000	$2,518 42	Duplicate Payment

Sincerely,

Cheryl E Johnson

January 17, 2012

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

Re Request for Approval of Refunds in Excess of $2,500

Dear Judge Henry

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund(s)

Account Number	Amount	Reason
3127-0002-0015-000	$2,637 05	Duplicate Payment
3269-0000-0207-000	$3,450 53	Duplicate Payment
3402-0003-0012-000	$4,216 52	Duplicate Payment
3510-0057-1006-000	$4,922 33	Duplicate Payment
3875-0002-0007-000	$5,668 60	Duplicate Payment
4130-0005-0035-000	$5,676 37	Duplicate Payment
4502-0005-0002-000	$2,868 98	Duplicate Payment
4694-0000-0040-003	$3,175 81	Duplicate Payment
4879-0002-0021-000	$4,904 19	Duplicate Payment
4978-0000-0002-000	$2,857 60	Duplicate Payment
5089-0002-0005-000	$2,662 40	Duplicate Payment
5101-0004-0009-000	$3,603 31	Duplicate Payment
5182-0194-0000-001	$6,752 85	Duplicate Payment
5289-0000-0568-000	$3,741 66	Duplicate Payment
5291-0000-0795-000	$6,990 33	Overpayment
5339-0000-0004-000	$5,001 60	Duplicate Payment
5516-0003-0010-000	$5,790.61	Duplicate Payment
5762-0000-0020-000	$2,994 35	Duplicate Payment

Sincerely,

Cheryl E Johnson

AGENDA ITEM #18

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

RECEIVED
JAN 20 2012
GALVESTON COUNTY JUDGE

January 11, 2012

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

RE: Clerical Error Waiver
Tax Account 4143-0000-0013-001

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, fees on the above referenced tax account, as listed below

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property

Account Number	Year	Refund
4143-0000-0013-001	1996-2010	$1,639 18

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite113 Texas City, Texas 77591
Telephone (409) 935-1980 or toll free (866) 277-4725
Fax (409) 935-4319

July 7, 2011

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

Re: Tax Account(s) 4143-0000-0013-001 / R367475

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 1996 - 2010 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold
Director – G.I.S. / Mapping

RECEIVED
JUL 12 2011
RESEARCH

AGENDA ITEM #19

ANDREWS
ATTORNEYS KURTH LLP

600 Travis, Suite 4200
Houston, Texas 77002
713 220 4200 Phone
713 220 4285 Fax
andrewskurth com

Thomas Sage
713 220 3833 Phone
713 238 5040 Fax
TomSage@andrewskurth com

February 7, 2012

Members of the Commissioners Court
Galveston County
722 Moody, Suite 200
Galveston, Texas 77550

Re *Bond Counsel Services*

Dear Judge Henry and Commissioners

We are pleased to submit to you this proposed agreement for Andrews Kurth LLP ("AK") to serve as Bond Counsel with respect to bonds and other debt obligations that Galveston County, Texas (the "County") intends to issue, including specifically the Galveston County, Texas Pass-Through Toll Revenue and Limited Tax Refunding Bonds, Series 2012 (Such bonds, notes and obligations are collectively referred to in this letter as the "Bonds") When approved by you, this letter will become effective and will evidence an agreement between the County and Andrews Kurth LLP

Basic Services As Bond Counsel, AK would prepare all required legal proceedings and would perform certain other necessary legal work in connection with the County's authorization, issuance and sale of each series of the Bonds Our services as Bond Counsel would include the following Basic Services, which we would carry out directly or in concert with officials and staff of the County:

1 Assistance, in consultation with County officials and staff and the County's financial advisor, in the evaluation of legal matters related to financing innovations and opportunities that may arise from time to time,

2 Preparation of necessary orders, resolutions, notices, U S Department of Justice submissions and other legal documents necessary to call and conduct an election to authorize issuance of the Bonds, if necessary,

3 Consultation with County officials and staff to review information to be included in the offering documents for each series of Bonds, but only to the extent that such information describes such series, the security therefor, their federal income tax status and our opinion,

4 Preparation of the orders authorizing issuance of each series of the Bonds and all other instruments which comprise the transcript of legal proceedings pertaining to the authorization, issuance and sale of each such series;

5 Attendance at meetings, to the extent required or requested by the County or the County's financial advisor, to discuss the sizing, timing or sale of each series of the Bonds,

6 Preparation and submission of transcripts of legal proceedings pertaining to the issuance of each series of the Bonds to the Attorney General to obtain an approving opinion and to obtain the registration of the Bonds by the Comptroller of Public Accounts,

7 Supervision of the printing of each series of the Bonds and the delivery thereof to the purchaser;

8 Review of certified proceedings and performance of such additional duties as are necessary for the delivery, at the closing of each series of the Bonds, of an approving opinion, based on facts and law existing as of its date, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Bonds of each series constitute valid and legally binding obligations of the County as described in the authorizing order therefor (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors of political subdivisions) and that interest on such series of the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law,

9. In the case of a series of Bonds, or a portion thereof, that is issued to refund prior bonds of the County, providing advice regarding federal income tax and other issues unique to refunding transactions,

10 Prior to and in connection with the closing of each series of the Bonds, giving advice to the County to enable appropriate officials to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Bonds, including yield restrictions and rebate requirements,

11 Attendance at bond sale, signing, closing and all other meetings and conferences as deemed necessary by the County,

12. Preparation of the necessary Federal Income Tax Forms associated with closing the Bonds, and

13 At the closing of each series of the Bonds, delivery of an opinion regarding the applicability of federal and state securities laws to such series, the eligibility of the Bonds for investment by various fiduciaries and other regulated

investors and the validity and enforceability of security agreements, orders and other documents related to the Bonds and the security therefor

Additional Services In addition to the foregoing Basic Services, as Bond Counsel, AK is prepared to undertake the following Additional Services, as directed by the County

a Disclosure work or similar services (other than the preparation of certain sections of the offering documents for the Bonds as described in paragraph (2) under Basic Services above) to assist the County in the preparation of such offering documents, on such basis and to such extent as shall be directed by the County;

b Preparation of the "Blue Sky" surveys or securities registration services,

c Any other special services not ordinarily required in connection with the issuance of obligations of the nature of the Bonds, including services rendered in connection with special federal income tax issues, unusual issues arising in connection with the County's financial reports or audits, any documentation or related services for credit or liquidity facilities or enhancements or other special structuring techniques or devices to be employed in connection with the issuance of any variable rate or other series of the Bonds,

d Attendance at rating agency presentations, investor meetings or other presentations relating to the marketing of the Bonds and consultation with County officials, staff and advisors and the County's financial advisor to develop such presentations,

e. Any other service necessary to the planning, authorization, issuance, sale and delivery of the Bonds, as may be appropriate, and

f After the closing of any series of the Bonds and upon specific request of the County, providing assistance to the County concerning questions and issues that may arise prior to the maturity of the Bonds

g In the case of a series of variable rate Bonds or a swap transaction, providing advice on issues and preparing documents that are unique to variable rate debt or swaps

Fees Unless otherwise agreed to by the County and AK, for all Basic Bond Counsel Services performed hereunder in connection with the issuance and sale of Bonds, as defined in this letter, AK will be paid a fee with respect to each series of new money Bonds on the basis of $0 90 per $1,000 of Bonds (principal amount plus premium, if any) with a minimum fee of $14,500, with respect to each series of refunding Bonds on the basis of $1 00 per $1,000 of bonds (principal amount plus premium, if any) with a minimum fee of $17,500 (Such fee does not include the review fee charged by the Attorney General of Texas)

The fee for any Additional Services provided by Andrews Kurth, including such services in connection with variable or adjustable rate financings, qualified zone academy bond financings or lease purchase financings (including costs associated with attendant conduit issues), will be determined on an hourly rate basis, applying rates then charged by this firm for the same or similar services performed by attorneys and paralegals of similar experience for other clients and taking into consideration the difficulty and complexity of the tasks involved and the time constraints imposed by the County The total fee for Additional Services prior to and in connection with the closing of any series of Bonds will not exceed the amount that is agreed to in writing by the County

Payment of all fees for services as Bond Counsel will be made after the issuance and delivery of the series of the Bonds in connection with which such services are performed and within 30 days after receipt by the County of an approved invoice therefor AK will be reimbursed for its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long-distance telephone, telecopy and similar expenses, deliveries, filing fees and all items paid for by AK on behalf of the County, incurred in connection with the performance of any services hereunder. All such charges shall be reasonable and subject to approval by the County

Nothing herein shall be construed as creating any personal liability on the part of any officer of the County, and this agreement may be terminated by the County upon written notice to AK.

The County acknowledges that it is aware that AK represents many other governmental entities, companies and individuals It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any other such other matter by such client to your material disadvantage.

If this proposed agreement for the services of AK as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing three copies in the space provided below

ANDREWS KURTH LLP

By _____
Thomas Sage
Partner

APPROVED and ACCEPTED

Galveston County, Texas

By _____
Name MARK HENRY
Title COUNTY JUDGE
Date 2/7/12

February 7, 2012

U S Bank National Association
Corporate Trust Services
5555 San Felipe Street, Suite 1150
Houston, TX 77056

Gentlemen:

The obligations described on Exhibit A attached hereto have been called for redemption prior to scheduled maturities on the redemption date set out therein, at the redemption price of par plus accrued interest to the date fixed for redemption. As registrar for such obligations, you are hereby directed to give notice of redemption of such obligations in accordance with the provisions of the order authorizing their issuance. Such notice is to be given at least thirty days prior to the redemption date by sending written notice by first class mail to the owner of each obligation to be redeemed in whole or in part at the address shown on the Register.

The notice must identify the obligations to be redeemed and must set out the following information·

(A) Redemption Date (shown in Exhibit A).
(B) Redemption Price (par plus accrued interest).
(C) Amount of accrued interest payable on redemption date.
(D) Place at which obligations are to be surrendered for payment (U.S. Bank).
(E) The numbers of the obligations or portions thereof to be redeemed

Mark Henry, County Judge
Galveston County, Texas

Received this ____ day of _____, 2012.

U S BANK NATIONAL ASSOCIATION

By_____

Title_____

February 7, 2012

Attorney General of Texas
Attention: Public Finance Division
William P Clements Building, 7th Floor
300 W 15th Street
Austin, TX 78701

Texas State Comptroller of Public Accounts
Cash and Securities Management Division
Thomas Jefferson Rusk Building
208 East 10th Street, 4th Floor, Room 448
Austin, TX 78701-2407

Re: Galveston County, Texas Pass-Through Toll Revenue and Limited Tax Refunding Bonds, Series 2012

Gentlemen:

TO THE ATTORNEY GENERAL

The bonds described in the above caption, hereinafter called the "Bonds", will be sent to you for approval and we enclose one executed but undated SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE Upon approval of the Bonds, you are authorized and respectfully requested to insert the date in such certificate, which date is to be the same as your approval date. If any litigation should develop before you have approved the Bonds, we will notify you at once both by telephone and fax. With this assurance you can rely upon the absence of litigation at the time that you approve the Bonds unless we advise you to the contrary.

After you have approved the Bonds, please deliver them to the Comptroller of Public Accounts of Texas for registration.

TO THE COMPTROLLER

After the Bonds have been registered, they will be picked up by Andrews Kurth LLP

Very truly yours,

County Judge
Galveston County, Texas

Encl. to Attorney General

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), dated and made effective as of February 7, 2012 between Galveston County, Texas, a political subdivision of the State of Texas duly created, organized and existing under the Constitution and laws of the State of Texas (the "County"), and U.S. Bank National Association (the "Bank"), a banking association organized and existing under the laws of the United States of America.

WITNESSETH:

WHEREAS, the County has heretofore issued its Pass-Through Toll Revenue and Limited Tax Bonds, Series 2007 (the "Refunded Bonds"); and

WHEREAS, the County desires to refund in advance of maturity a portion of the Refunded Bonds; and

WHEREAS, in accordance with the provisions of Chapter 1207, Government Code, as amended (the "Code"), the County is authorized to sell refunding bonds in an amount sufficient to provide for the full and complete payment of obligations, deposit the proceeds of such refunding bonds with a trust company or commercial bank that does not serve as a depository for the County and enter into an escrow or similar agreement with such institution for the safekeeping, investment, reinvestment, administration and disposition of such deposit, upon such terms and conditions as the parties may agree; and

WHEREAS, the governing body of the County has adopted an ordinance (the "Refunding Bond Order") authorizing the issuance, sale and delivery of the County's Pass-Through Toll Revenue and Limited Tax Refunding Bonds, Series 2012, in the aggregate principal amount of $_____ (the "Refunding Bonds"), for the purpose, among other purposes, of providing the funds necessary to refund the Refunded Bonds, and

WHEREAS, the governing body of the County has further determined to effectuate the refunding of the Refunded Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of proceeds of the Refunding Bonds so as to provide firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds,

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to secure the full and timely payment of the principal of and interest on the Refunded Bonds, the County and the Bank contract and agree as follows.

ARTICLE I.

DEFINITIONS AND INTERPRETATIONS

Section 1 1. Definitions Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954

"County" shall mean Galveston County, Texas and, where appropriate, its Commissioners Court.

"Escrow Agent" shall mean U S Bank National Association, in its capacity as escrow agent hereunder, and any successor or assign in such capacity

"Escrow Agreement" shall mean this escrow agreement.

"Escrow Deposit" shall mean the initial deposit into the Escrow Fund, as more particularly described in Section 2 1.

"Escrow Fund" shall mean the fund created in Section 3.1 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.1.

"Escrowed Securities" shall mean the Limited Yield Securities and the Open Market Securities.

"Limited Yield Securities" shall mean the noncallable United States Treasury Obligations-State and Local Government Series to be initially purchased with proceeds of the Refunding Bonds, as more fully described in the Report attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4 3(b)

"Open Market Securities" shall mean the United States Treasury securities to be purchased in the open market with cash and the proceeds of the Refunding Bonds, as more fully described in the Report attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4 3(b), or cash or obligations substituted therefor pursuant to Section 4 3(a)

"Paying Agent for the Refunded Bonds" shall mean U.S. Bank National Association, Houston, Texas, as successor to Wachovia Bank, N.A.

"Refunded Bond Orders" shall mean the County's orders, as the case may be, authorizing the issuance, sale and delivery of the Refunded Bonds

"Refunded Bonds" shall mean the County's outstanding Pass-Through Toll Revenue and Limited Tax Refunding Bonds, Series 2007 as listed on Exhibit A hereto.

"Refunding Bonds" shall mean the County's Pass-Through Toll Revenue and Limited Tax Refunding Bonds, Series 2012

"Report" shall mean the verification report prepared by Grant Thornton LLP, independent certified public accountants, relating to the advance refunding of the Refunded Bonds, and any subsequent verification report required by Section 4 3

Section 1 2. Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Bonds in accordance with applicable law.

ARTICLE II.

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.1. Deposits with Escrow Agent; Acquisition of Escrowed Securities. On the Escrow Funding Date, the County shall deposit, or cause to be deposited, with the Escrow Agent the following:

(a) Escrowed Securities more fully described in the Report, and

(b) A beginning cash balance as provided in the Report.

ARTICLE III.

CREATION AND OPERATION OF ESCROW FUND

Section 3 1. Escrow Fund On the Escrow Funding Date, the Escrow Agent will create in its books a special fund and irrevocable escrow to be known as Galveston County, Texas Pass-Through Toll Revenue and Limited Tax Refunding Bonds, Series 2012 Escrow Fund into which will be deposited the cash and Escrowed Securities described in Section 2.1 The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Bonds, which payment shall be made by timely transfers to the Paying Agent for the Refunded Bonds of such amounts at such times as are provided in Section 3 2 When the final transfers have been made to the Paying Agent for the Refunded Bonds for the payment of such principal of and interest on the Refunded Bonds, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2. Payment of Principal, Redemption Premium, if any, and Interest, Redemption of Certain Refunded Bonds. (a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Refunded Bonds from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds in the amounts and at the times shown in the Report; provided, however, that funds transferred to the Escrow Fund from the interest and sinking funds for the Refunded Bonds, if any, and all investment earnings thereon be used for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds prior to the use of proceeds of the Refunding Bonds for such purpose.

(b) Except for amounts transferred to the Paying Agent for the Refunded Bonds pursuant to Section 3.2(a) and to the County pursuant to Section 4.2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Fund or assert any claims, liens or charges against the Escrow Fund.

Section 3.3. Sufficiency of Escrow Fund. The County represents (based upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Refunded Bonds at the times and in the amounts required to pay the interest on the Refunded Bonds as such interest comes due and to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the Refunded Bonds mature or are called for redemption, all is more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Refunded Bonds to make the payments set forth in Section 3.2, the County shall timely deposit into the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the County as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the County's failure to make additional deposits thereto.

Section 3.4. Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Refunded Bonds; and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Refunded Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund to which they are entitled as holders of the Refunded Bonds. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County or, except to the extent expressly herein provided, by the Paying Agent for the Refunded Bonds.

Section 3.5. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

Section 3.6 Grant of Security Interest. In order to secure payment when due of the principal of and interest on the Refunded Bonds, the County hereby pledges and grants to the Escrow Agent, for the account of the holders or owners of the Refunded Bonds and of any appurtenant coupons, a security interest in all of its right, title, and interest, if any, in and to all funds held hereunder and all investments thereof and agrees that the Escrow Agent shall have and may exercise all of the rights of a secured party granted by the Texas Uniform Commercial Code in respect thereof to the same extent as if such Code applied to such security interest.

ARTICLE IV.

LIMITATION ON INVESTMENTS

Section 4.1. General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder, to make substitutions of the Escrowed Securities or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.2. Reinvestment of Proceeds of Open Market Securities The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Open Market Securities, if any, which are attributable to amounts received as principal of or interest on the Open Market Securities and which are not immediately needed to pay the Refunded Bonds in direct obligations of the United States of America, i.e , United States Treasury Bonds, Bills and Notes, in the amounts, and maturing and bearing interest, all as set out in the Report The County hereby designates and appoints the Escrow Agent as its agent and duly authorized representative for purposes of subscribing for and purchasing such obligations, all of which shall constitute Escrowed Securities. Any income or increment earned from such reinvestment remaining after final payment of the Refunded Bonds, shall be promptly transferred to the County

Section 4.3. Substitution of Securities. (a) Concurrently with the sale and delivery of the Refunding Bonds, the County may, upon compliance with the conditions stated in subsection (c) of this Section 4.3, at its option, substitute cash or non-interest bearing obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof and for which there are no payments other than the payment made on the maturity date) for non-interest bearing Open Market Securities listed in the Report, but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury:

(i) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such obligation is substituted, and

(ii) mature on or before the maturity date of the obligation listed in the Report for which such obligation is substituted.

The County may at any time substitute any Open Market Securities which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted concurrently with the sale and delivery of the Refunding Bonds for such Open Market Securities.

(b) At the written request of the County, and upon compliance with the conditions hereinafter stated in subsection (c) of this Section 4.3, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Refunded Bonds or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America which do not permit the redemption thereof at the option of the obligor.

(c) Any such transaction described in subsections (a) and (b) of this Section 4.3 may be affected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of, redemption premium, if any, and interest on the remaining Refunded Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that (a) such transaction will not cause any of the Refunded Bonds or Refunding Bonds to be an "arbitrage bond" within the meaning of the Code and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Bonds and the Refunding Bonds.

Section 4.4 Arbitrage. The County hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Bonds to be an "arbitrage bond" within the meaning of the Code

ARTICLE V.

RECORDS AND REPORTS

Section 5.1 Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Refunded Bonds

Section 5.2. Reports. For the period beginning on the Escrow Funding Date and ending on December 31, 2012, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Refunded Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VI.

CONCERNING THE ESCROW AGENT

Section 6.1 Representations of Escrow Agent. U.S. Bank National Association, hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

Section 6.2 Limitation on Liability. The liability of the Escrow Agent to transfer funds to the Paying Agent for the Refunded Bonds for the payments of the principal of, redemption premium, if any, and interest on the Refunded Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the Refunding Bond Order or the Refunded Bond Orders and in its capacity as Escrow Agent is not responsible for or bound by any of the provisions thereof In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder

The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or

obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto

To the full extent permitted by law, the parties agree to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful misconduct.

Section 6.3. Compensation. On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement the sum of $_____ plus $300.00 for redemption notice, which does not include fees for the Refunding Bonds. The Paying Agent for the Refunded Bonds will continue to act as Paying Agent for the Refunded Bonds under the existing fee schedules, with the sole remedy for nonpayment being an action for amounts owing under the Paying Agency Agreement. This sum does not include the costs of publication, printing costs, or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent is requested to perform any extraordinary services hereunder, the County hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the County for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses

The Escrow Agent acknowledges that it also acts as the Paying Agent for the Refunded Bonds initially issued by the County. The Escrow Agent, in its capacity as Paying Agent for such Refunded Bonds, agrees that it shall continue to provide the services of Paying Agent for the Refunded Bonds so long as the principal of and interest on the Refunded Bonds is being paid pursuant to the terms of this Agreement, that it shall continue to be paid for such services as Paying Agent pursuant to the terms of the paying agent agreement(s) currently in effect for such Refunded Bonds, and that the sole remedy for nonpayment by the County of any fees due to the Paying Agent will be an action for amounts owed under such paying agent agreement(s)

Section 6 4 Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the County, by appropriate action, shall promptly appoint an Escrow Agent to fill such vacancy If no successor Escrow Agent shall have been appointed by the County within 60 days, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the County, signed by such holders or by their duly authorized attorneys. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the holder of any Refunded Bond then out-standing may apply to any court of competent jurisdiction to appoint a successor Escrow Agent Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent

Any successor Escrow Agent shall be qualified to act in such capacity under Chapter 1207, Texas Government Code, as amended, and shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the County and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee paid hereunder.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than sixty (60) days' written notice to the County specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Refunded Bonds or by the County as herein provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Agent and to the County and signed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding.

ARTICLE VII.

MISCELLANEOUS

Section 7 1. Notices Any notice, authorization, request or demand required or permitted to be given hereunder shall be made or given in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows·

To the Escrow Agent:

U.S. Bank National Association
5555 San Felipe, Suite 1150
Houston, Texas 77056
Attention: Corporate Trust Services

To the County:

Galveston County, Texas
722 Moody
Galveston, Texas 77550
Attention· County Judge

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days' prior written notice thereof.

Section 7.2. Termination of Responsibilities. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the County, the holders of the Refunded Bonds or to any other person or persons in connection with this Escrow Agreement

Section 7.3. Binding Agreement, Amendment. This Escrow Agreement shall be binding upon the County and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Refunded Bonds, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement shall not be subject to amendment without the written consent of the holders of all Refunded Bonds then outstanding

Section 7 4. Severability. If any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 7.5 Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas

Section 7.6. Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

[*signature page follows*]

EXECUTED as of the date first written above, but effective as set forth herein

GALVESTON COUNTY, TEXAS

County Judge

County Clerk

U.S. BANK NATIONAL ASSOCIATION

By_____

Title: Agent

ISSUER'S CLOSING CERTIFICATE

In accordance with Sections 6(i)(6) of the Bond Purchase Agreement entered into by the Underwriters referred to therein and Galveston County, Texas (the "Issuer") in connection with the sale of the Issuer's Pass-Through Toll Revenue and Limited Tax Refunding Bonds, Series 2012 (the "Bonds"), I, the undersigned, acting solely in my official capacity, hereby certify, as follows:

(i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing;

(ii) no litigation or proceeding or tax challenge against the Issuer is pending or, to such person's knowledge, threatened in any court or administrative body nor, to such person's knowledge, is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents, (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and levying and collecting ad valorem taxes and making payments on the Bonds, pursuant to the Bond Order, and the levy and collection of the taxes pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, (e) contest the accuracy, completeness or the fairness of the Preliminary Official Statement or the Official Statement, or (f) contest the redemption of the Refunded Bonds,

(iii) the Bond Order was duly adopted by the Issuer, is in full force and effect and has not been modified, amended or repealed, and this Contract has been duly executed and delivered by the Issuer and is in full force and effect and has not been modified, amended or repealed;

(iv) to the best of my knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; and

(v) there has not been any materially adverse change in the financial condition of the Issuer since September 30, 2011, the latest date as of which audited financial information is available

EXECUTED ON BEHALF OF THE COUNTY as of _____, 2012.

GALVESTON COUNTY, TEXAS

County Judge

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE

We, the undersigned officers of Galveston County, Texas, certify that we officially signed, by facsimile signatures, on behalf of said County, the following described bonds, hereinafter called the "Bonds", to wit.

GALVESTON COUNTY, TEXAS, PASS-THROUGH TOLL REVENUE AND LIMITED TAX REFUNDING BONDS, SERIES 2012, dated _____, 2012, in the principal amount of $_____,

being on the date of such signing and on the date hereof the duly chosen, qualified and acting officers authorized to execute the Bonds, and holding the official titles set forth below opposite our signatures We further certify that said facsimile signatures have been affixed to the Bonds with our full knowledge and consent, and we hereby respectively adopt the same as our own signatures

We further certify that we have caused the official seal of the County to be impressed or placed in facsimile upon each of said Bonds and that said seal has been duly adopted as, and is hereby declared to be, the official seal of the County

We further certify that no litigation of any nature is now pending or to our knowledge threatened, either in the State or Federal courts contesting or attacking the Bonds or restraining or enjoining their issuance, execution or delivery, or restraining or enjoining the levy and/or collection and/or pledge of the funds from which the Bonds are payable, or in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Bonds, or affecting the title of the present officials, or the boundaries of the County, and that no proceedings or authority for the issuance, execution or delivery of the Bonds have been repealed, rescinded or revoked.

In witness whereof we have signed this certificate and delivered it on the ____ day of _____, 2012

SIGNATURES | TITLE OF OFFICE

Mark Henry — County Judge

Dwight D Sullivan — County Clerk

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

Before me, on the 14th day of February, 2012, personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

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

Notary Public
State of Texas

(NOTARY SEAL)

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

We, the undersigned officers of Galveston County, Texas (the "County"), hereby certify as follows:

1 The Commissioners Court of Galveston County, Texas, convened at a regular meeting of such Court at the Galveston County Courthouse in the City of Galveston, Texas, on February 7, 2012, and the roll was called of the duly constituted members of such Commissioners Court, to-wit:

Mark Henry	County Judge
Patrick Doyle	Commissioner, Pct. 1
Kevin O'Brien	Commissioner, Pct. 2
Stephen D. Holmes	Commissioner, Pct 3
Ken Clark	Commissioner, Pct 4

and all of such persons were present, except the following absentee(s). **none**, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

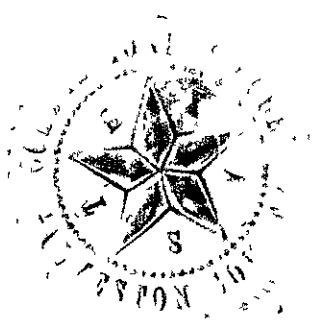
ORDER AUTHORIZING THE ISSUANCE OF GALVESTON COUNTY, TEXAS PASS-THROUGH TOLL REVENUE AND LIMITED TAX REFUNDING BONDS, SERIES 2012; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE COUNTY JUDGE TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND THE SUBSCRIPTION FOR AND PURCHASE OF CERTAIN ESCROWED SECURITIES

(the "Order") was duly introduced for the consideration of the Commissioners Court and read in full It was then duly moved and seconded that the rule be suspended and the Order be adopted on first reading, and, after due discussion, such motion, carrying with it the adoption of the Order, prevailed and carried by the following vote:

AYES 5 NAYS 0 ABSTENTIONS 0

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate, that such order has been duly recorded in the County's minutes of such meeting, that the above and foregoing paragraph is a true, full and correct excerpt from the County's minutes of such meeting pertaining to the adoption of such order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the County as indicated therein; that each of the officers and members of the County was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that the order would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law, and that public notice of the date, hour, place and subject of such meeting was given as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this 7th day of February, 2012.



(SEAL)

Dwight D. Sullivan

County Clerk

ORDER AUTHORIZING THE ISSUANCE OF GALVESTON COUNTY, TEXAS PASS-THROUGH TOLL REVENUE AND LIMITED TAX REFUNDING BONDS, SERIES 2012; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE COUNTY JUDGE TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND THE SUBSCRIPTION FOR AND PURCHASE OF CERTAIN ESCROWED SECURITIES

WHEREAS, Galveston County, Texas (the "County") has entered that certain Pass-Through Toll Agreement dated April 30, 2007, with the Texas Department of Transportation (the "Pass-Through Toll Agreement") for the purpose of designing, developing, financing, constructing, extending, expanding or improving portions of Farm to Market Road 646, a part of the state highway system located in the County;

WHEREAS, the County has heretofore issued its Pass-Through Toll Revenue and Limited Tax Bonds, Series 2007, and

WHEREAS, the County desires to refund a portion of said bonds (the "Refunded Bonds") in advance of their maturities; and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the County to issue refunding bonds for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds, and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the order authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased, and

WHEREAS, the County desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds, together with other lawfully available funds of the County, to pay the Refunded Bonds; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens. trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, the County has a principal amount of at least $100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore, the County qualifies as an "Issuer" under Chapter 1371, Texas Government Code; and

WHEREAS, pursuant to Section 1207 007, Texas Government Code, the County desires to delegate the authority to effect the sale of the Bonds to the County Judge;

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS THAT:

ARTICLE I

RECITALS, CONSIDERATION; DEFINITIONS AND INTERPRETATIONS

Section 1 1. Recitals; Consideration.

It is hereby found and determined that the matters and facts set out in the preamble to this Order are true and correct.

It is hereby found and determined that the refunding contemplated in this Order will benefit the County by providing a present value savings in the debt service payable by the County, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds, and that the issuance of the refunding bonds is in the best interests of the County.

Section 1.2. Definitions As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise·

"Act" shall mean Chapter 1207, Texas Government Code, as amended

"Additional Parity Obligations" shall mean any bonds, notes or other obligations, including Credit Agreements and lease obligations, which the County reserves the right to issue in Article V of this Order, which are secured by a first lien on the Pledged Revenues that is on a parity with the first lien thereon of the Bonds.

"Additional Security" means any credit enhancement for specified Parity Obligations or Junior Lien Obligations and any funds received or obligations payable to the County, other than

Pledged Revenues, which the County chooses to include as security for specified Parity Obligations or Junior Lien Obligations pursuant to a order authorizing the issuance of such Parity Obligations or Junior Lien Obligations, as provided in Section 5.5.

"Attorney General" shall mean the Attorney General of the State of Texas

"Bond" or "Bonds" shall mean the Galveston County Texas Pass-Through Toll Revenue and Limited Tax Refunding Bonds, Series 2012, authorized by this Order.

"Business Day" shall mean any day which is not a Sunday or a legal holiday or a day on which banking institutions in the city in which the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

"Capital Appreciation Bonds" shall mean those Bonds bearing compound interest at the rate set out in the Officer's Pricing Certificate to accrete from their date of delivery and compounding on the dates set forth in the Officer's pricing Certificate, payable only at maturity

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commissioners Court" shall mean the governing body of the County

"Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

"Construction Fund" shall mean the fund so designated which is confirmed in Section 4.2 of this Order

"County" shall mean Galveston County, Texas and, where appropriate, its Commissioners Court.

"County Judge" shall mean Mark Henry, or any successor in that office designated by the Commissioners Court.

"Credit Agreement" means, collectively, a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitments to purchase debt, purchase or sale agreements, interest rate swap, cap and/or floor agreement or commitment, or other contract or agreement issued in connection with the Bonds authorized and permitted under Texas law and authorized, recognized, and approved by the County as a Credit Agreement

"Current Interest Bonds" shall mean those Bonds on which interest is paid semiannually on the Interest Payment Dates

"DTC" shall mean The Depository Trust Company, New York, New York, or any successor securities depository

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants

"Escrow Agent" shall mean U.S. Bank National Association, and any successor in that capacity

"Escrow Agreement" shall mean the agreement between the County and the Escrow Agent relating to the escrow of funds to pay the Refunded Bonds

"Fiscal Year" shall mean the County's then designated fiscal year, which currently is the twelve-month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends

"Initial Bonds" shall mean the Initial Current Interest Bond and the Initial Capital Appreciation Bond.

"Initial Capital Appreciation Bond" shall mean the Initial Capital Appreciation Bond authorized by Section 2.2(b)(ii)

"Initial Current Interest Bond" shall mean the Initial Current Interest Bond authorized by Section 2.2(b)(i)

"Interest and Sinking Fund" shall mean the fund so designated which is confirmed in Section 4 2 of this Order.

"Interest Payment Date", when used in connection with any Current Interest Bond, shall mean the semiannual payment dates, until maturity or earlier redemption, commencing on the initial interest payment date all as set forth in the Officer's Pricing Certificate.

"Officer's Pricing Certificate" shall mean a certificate signed by the Pricing Officer and containing the information regarding the Bonds specified herein.

"Issuance Date" shall mean the date on which the Bonds are delivered to and paid for by the Underwriters.

"Order" shall mean this Order and all amendments hereof and supplements hereto.

"Outstanding", when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bonds canceled by or on behalf of the County at or before such date; (b) any Bonds defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law, and (c) any Bonds in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order

"Parity Obligations" shall mean (i) the Bonds, (ii) all Additional Parity Obligations and (iii) Credit Agreements which are secured by a first lien on the Pledged Revenues that is on a parity with the first lien thereon of the Bonds

"Paying Agent/Registrar" shall mean U.S Bank National Association, and its successors in that capacity

"Paying Agent/Registrar Agreement" shall mean the agreement between the County and the Paying Agent/Registrar setting forth the duties and obligations of the Paying Agent/Registrar with respect to the Bonds.

"Pledged Revenues" shall mean (i) all of the all revenues, income and receipts of every nature derived or received by the County pursuant to the Pass-Through Toll Agreement and any subsequent pass-through toll or other agreements specifically pledged by the County, including the interest income from investment or deposit of money in any account or subaccount (including any reserve account or subaccount and any reserve fund surety policy or other Credit Agreement entered into for the benefit of such account or subaccount) created by this Order or created pursuant to the provisions of any resolution, order or instrument authorizing the issuance of Bonds or maintained by the County in connection therewith and any other revenues hereafter, if any, pledged exclusively to the payment of Bonds, (ii) any applicable Credit Agreement to the extent set forth in such Credit Agreement; and (iii) any additional revenues, income, receipts, or other resources, including, without limitation, any additional revenues derived from any amendment, grants, donations or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged by the County to the payment of Bonds; *provided, however*, Pledged Revenues hereunder does not include any funds raised or to be raised by taxation unless the County, in its discretion, pledges and levies an ad valorem tax for a Series of Bonds in accordance with this Order and then only to the extent described in an order authorizing such an issuance.

"Pricing Officer" shall mean the County Judge of the County.

"Purchase Agreement" shall mean the purchase agreement between the County and the Underwriters relating to the Bonds

"Record Date" shall mean the close of business on the fifteenth day of the month, whether or not a Business Day, next preceding each Interest Payment Date.

"Register" shall mean the registration books for the Bonds kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Bonds

"Registered Owner" or "Owner" shall mean the person or entity in whose name any Bond is registered in the Register

"Revenue Fund" shall mean the fund confirmed by the County pursuant to Section 4 2 of this Order

"Series" shall mean Bonds identified as a separate series which are authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to this Order or any other any resolution, order or instrument of the County

"Underwriters" shall mean Hutchinson Shockey Erley & Co., Coastal Securities, Inc and RBC Capital Markets, LLC

Section 1 3. Interpretations. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds and the lien on and pledge of Pledged Revenues to secure payment of the Bonds

Section 1.4. Findings and Determinations. The findings and determinations set forth in the recitals hereto are incorporated in this Order for all purposes as if set forth in the body hereof

ARTICLE II.

TERMS OF THE BONDS

Section 2 1 Amount, Purpose and Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount, not to exceed $43,000,000 for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code

Section 2.2. Delegation of Authority. As authorized by Section 1207 007, Texas Government Code, the County Judge of the County are hereby designated as Pricing Officer's authorized to act on behalf of the County through a date 180-days from the date of this Order, in selling and delivering the Bonds, subject to the conditions and carrying out the other procedures as set forth below.

(a) Designation. The Bonds shall be designated as "GALVESTON COUNTY, TEXAS PASS-THROUGH TOLL REVENUE AND LIMITED TAX REFUNDING BONDS, SERIES 2012"

(b) The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds.

(i) The Initial Current Interest Bond shall be numbered ICI-1 and all other Current Interest Bonds shall be numbered in sequence beginning with RCI-1 Current Interest Bonds delivered on transfer of or in exchange for other Current Interest Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered

(ii) The Capital Appreciation Bonds, if any, shall be initially issued bearing compound interest at the rates set out in the Officer's Pricing Certificate The Initial Capital Appreciation Bond shall be numbered ICA-1 and all other Capital Appreciation Bonds shall be numbered in sequence beginning with RCA-1 Capital Appreciation Bonds delivered on transfer of or in exchange for other Capital Appreciation Bonds shall

be numbered in order of their authentication by the Registrar, shall be in the Maturity Amount of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(c) Date, Denomination, Interest Rates, and Maturities. The Bonds shall be dated, mature on the dates in each of the years and in the amounts set out in the Officer's Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer's Pricing Certificate payable on each Interest Payment Date.

(d) Selling and Delivering Bonds The Pricing Officer shall determine any optional or mandatory sinking fund redemption provisions for the Bonds, whether the Bonds will be issued as Current Interest Bonds and/or Capital Appreciation Bonds, and all other matters not expressly provided in this Order, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Officer's Pricing Certificate; provided that:

(i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the bonds plus accrued interest thereon from their date to their delivery;

(ii) the net effective interest rates on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(iii) the sum of the principal amounts of the Bonds, which may not exceed the maximum principal amount authorized in Section 3 hereof, plus any net premium from the sale of the Bonds, plus other available funds of the County, must be sufficient to provide amounts necessary to fund the costs and expenses of refunding the Refunded Bonds and the estimated costs of issuance of the Bonds, including underwriters' discount; and

(iv) the net present value savings in debt service resulting from the refunding of the Refunded Bonds shall be at least 10.00% as shown by a table of calculations prepared by the County's financial advisor and attached to the Officer's Pricing Certificate.

(e) Sale, Purchase Agreement. The Bonds shall be sold and delivered to the Underwriters at a price to be set forth in the Officer's Pricing Certificate, plus accrued interest to the date of delivery, in accordance with the terms of a Purchase Agreement to be approved by the Pricing Officer The Pricing Officer is hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the County, and the Pricing Officer, the Commissioners Court County Judge and all other officer's, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds

(f) Use of Proceeds Proceeds from the sale of the Bonds shall, promptly upon receipt by the County, be applied as follows

(i) Accrued interest in the amount of $_____[1]_____ and, if necessary, net premium on the Bonds in the amount of $_____[2]_____, shall be deposited into the Interest and Sinking Fund.

(ii) Premium in the amount of $_____[3]_____ shall be used to pay the Underwriters' discount.

(iii) Net premium in the amount of $_____[4]_____ shall be used to pay the costs of issuance

(iv) The remaining proceeds from the sale of the Bonds, together with other available funds of the County (in the amount of $_____[5]_____), shall be applied to establish an escrow fund to refund the Refunded Bonds, as more fully provided in Section __ below, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds, the establishment of such escrow fund and the refunding of the Refunded Bonds Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Interest and Sinking Fund.

Section 2.3. Execution and Registration of Bonds.

(a) The Bonds shall be signed by the County Judge and countersigned by the County Clerk, by their manual, lithographed, or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the County had been manually impressed upon each of the Bonds

(b) If any officer of the County whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the

---

[1] Insert from Officer's Pricing Certificate

[2] Insert from Officer's Pricing Certificate

[3] Insert from Officer's Pricing Certificate

[4] Insert from Officer's Pricing Certificate

[5] Insert from Officer's Pricing Certificate

Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificates shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the County, and have been registered by the Comptroller.

(d) On the Closing Date, the Initial Bonds, payable in stated installments to the Underwriters or their designee, executed by manual or facsimile signature of the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bonds, the Registrar shall cancel the Initial Bond and definitive Bonds shall be delivered to DTC.

Section 2 4. Ownership. The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Bond in accordance with this Section shall be valid and effective and shall discharge the liability of the County and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 2.5 Registration, Transfer and Exchange. The Paying Agent/Registrar is hereby appointed the registrar for the Bonds. So long as any Bond remains Outstanding, the Paying Agent/Registrar shall keep the Register at its corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented and surrendered

All Bonds shall be exchangeable upon the presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar for a Bond or Bonds, of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered

All Bonds issued in transfer or exchange shall be delivered to the Registered Owners thereof at the corporate trust office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The County or the Paying Agent/Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the County.

Section 2 6 Book-Entry Only System. (a) The Initial Bonds shall be registered in the name of Hutchinson Shockey Erley & Co The definitive Bonds shall be initially issued in the form of a separate single fully-registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in subsection (b) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co , as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds

Except as provided in subsection (c) of this Section, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Bonds, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner shall receive a Bond evidencing the obligation of the County to make payments of amounts due pursuant to this Order

(c) Payments and Notices to Cede & Co. Notwithstanding any other provision of this Order to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the County to DTC.

(d) Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the County or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the County to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the County or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co , as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order

Section 2 7 Replacement Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond, of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Registered Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the County.

If any Bond is lost, apparently destroyed or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and orders of the County, and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Bond of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have·

(a) furnished to the County and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond,

(b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the County to save and hold them harmless;

(c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed, and

(d) met any other reasonable requirements of the County and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Paying Agent/Registrar in connection therewith

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 2.8 Cancellation. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the County with certificates of destruction of such Bonds.

ARTICLE III.

FORM OF BONDS

The Bonds, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar's Authentication Certificate and Form of Assignment shall be in substantially the form provided in Exhibit A, with such omissions, insertions and variations as may be necessary or desirable, and not prohibited by this Order The initial Bond shall be issued as a single full-registered Bond, in the modified form provided in Exhibit A

ARTICLE IV

SECURITY AND SOURCES OF PAYMENT

Section 4.1. Pledges and Sources of Payment; Tax Levy, Other Security The County hereby covenants and agrees that all Pledged Revenues shall, as collected and received by the County, be deposited and paid into the special funds hereinafter recognized, confirmed, reaffirmed, created or established and shall be applied in the manner hereinafter set forth, in order to provide for the payment of amounts due on or with respect to Parity Obligations, including the payment of principal, premium, if any, interest and redemption proceeds on Parity Obligations as the same shall become due and payable, and all expenses of paying the same,

including the payment of principal, premium, if any, interest and redemption proceeds and related expenses of the Bonds.

(a) The Bonds shall constitute special obligations of the County that shall be payable from and shall be equally and ratably secured by a first lien on the Pledged Revenues, as collected and received by the County. The Pledged Revenues shall be set aside for and irrevocably pledged to the payment of Parity Obligations which shall be in all respects on a parity with and of equal dignity with one another.

(b) In addition to the Pledged Revenues pledged to the Bonds, but only to the extent that such Pledged Revenues are insufficient to pay the principal and interest on the Bonds, there is hereby and there shall be levied, assessed and collected on all taxable property in the County for each year while any of the Bonds are Outstanding, a continuing, direct annual ad valorem tax, within the limits prescribed by law to provide for the payment of principal and interest on the Bonds when due (but never less than two percent (2%) of the original principal amount of such Bonds as a sinking fund each year), and to pay any expenses related thereto, including the expenses of assessing and collecting such taxes. All proceeds of such collections, except expenses incurred in connection therewith, shall be paid into the Interest and Sinking Fund, and such proceeds shall be used for such purposes and no others. Notwithstanding the requirements of this Section, if Pledged Revenues or other lawfully available funds are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Pledged Revenues and other lawfully available funds then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

Section 4.2. Creation of Funds The County hereby recognizes and confirms the establishment of the following funds on the books and records of the County.

(a) Revenue Fund. The Revenue Fund shall be maintained at an official County depository and shall be kept separate and apart from all other funds and accounts of the County All Pledged Revenues shall be deposited into the Revenue Fund Monies in the Revenue Fund may be used only for lawful purposes authorized pursuant to the Pass-Through Toll Agreement, Chapter 1479, Texas Government Code, as amended, Chapter 1371, Texas Government Code, as amended, and any other applicable law.

(b) Interest and Sinking Fund The Interest and Sinking Fund shall be maintained by the Paying Agent/Registrar, which shall hold such Interest and Sinking Fund in trust for the Registered Owners of Parity Obligations, including the Bonds. Moneys shall be deposited to the Interest and Sinking Fund as described in Section 4 3 and shall be used to pay amounts due on or with respect to Parity Obligations (including the Bonds), including the principal of, premium, if any, and interest on Parity Obligations (including the Bonds) as the same become due and payable. Ad valorem taxes deposited into the Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County, and shall be used only for paying the interest on and principal of the Bonds The County shall maintain such Interest and Sinking Fund as long as Parity Obligations are Outstanding Any moneys remaining in the Interest and Sinking Fund after all Parity Obligations are no longer Outstanding shall be transferred by the Paying Agent/Registrar to the Revenue Fund.

(c) Construction Fund. Proceeds from the issuance of Parity Obligations, including the Bonds, shall be deposited from time to time upon the issuance of such Parity Obligations as provided by order authorizing such Parity Obligations, or any subaccount thereof created with respect to such Parity Obligations. Such proceeds and the interest thereon shall remain in the Construction Fund or applicable subaccount thereof until expended to accomplish the purposes for which such Parity Obligation was issued or until otherwise utilized as provided in the order authorizing such Parity Obligations. Amounts in the Construction Fund do not constitute Pledged Revenues and are not pledged to the repayment of the Bonds or Parity Obligations

(d) Reserve Fund and other Subaccounts. The County may establish a reserve fund and/or any other account or subaccount pursuant to the provisions of the applicable order authorizing such Parity Obligations, for the purpose of paying or securing a particular issue or Series of Parity Obligations or any specific group of issues or Series of Parity Obligations and the amounts, once deposited into said accounts or subaccounts, shall no longer constitute Pledged Revenues for all Parity Obligations but shall be held solely for the benefit of the owners of the particular issue or Series or group of issues or Series of Parity Obligations for which such account or subaccount was established. Each such account or subaccount shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such account or subaccount from any other accounts created for the benefit of any other Parity Obligations. Any such reserve accounts or subaccounts shall be established in the Supplement related to such series or issue of Parity Obligations. The County may, in its discretion, provide in the applicable order authorizing such Parity Obligations for a surety bond, insurance policy or other Credit Agreement, to the extent then authorized by the laws of the State of Texas, to be held for the benefit of such a reserve fund or subaccount.

Section 4.3 Flow of Funds Moneys from time to time on deposit to the credit of the Revenue Fund shall be applied as follows

(a) First, to the payment of amounts required to be deposited and credited to the Interest and Sinking Fund to meet all financial obligations of the County relating to any Parity Obligations (including the Bonds), including payments due on or with respect to the payment of the Parity Obligations as the same mature or come due;

(b) Second, to make all deposits into any reserve fund required by any resolution, order or instrument authorizing the issuance of Parity Obligations,

(c) Third, to make all deposits into any other fund, account or subaccount to the extent required pursuant to the provisions of any resolution, order or instrument authorizing the issuance of Parity Obligations,

(d) Fourth, to make all deposits, as may be required by any order of the County authorizing the issuance of certain Subordinate Lien Obligations described in Section 5 2 hereof, in order to provide for the payment of and security for such Subordinate Lien Obligations;

(e) Fifth, all remaining Pledged Revenues shall be retained in the Revenue Fund and may be used only for lawful purposes authorized pursuant to the Pass-Through Toll Agreement, Chapter 1479, Texas Government Code, as amended, Chapter 1371, Texas Government Code, as amended, and any other applicable law

Section 4.4. Investment of Funds; Transfer of Investment Income. Pending its use, money in any funds, accounts and subaccounts established or maintained hereunder may be invested by the County, or at the direction of the County, in such investments as are permitted by the laws of the State of Texas and the written investment policy of the County, provided that all investment income earned and received on such moneys, except for payments made pursuant to any debt service depository agreements with respect to the Interest and Sinking Fund, shall be transferred or credited by the Paying Agent/Registrar to the Revenue Fund at the request of the County. Any payments pursuant to any such depository agreements with respect to the Interest and Sinking Fund may be used for any lawful purpose, as directed by the Commissioners Court.

Section 4 5. Security for Funds

(a) So long as any Parity Obligations remain Outstanding, all uninvested moneys on deposit in, or credited to, the Interest and Sinking Fund and other funds and accounts created or recognized hereunder shall be secured by a pledge of security, as provided by law for counties in the State of Texas

(b) Special Obligations; Absolute Obligation To Pay Parity Obligations. All Parity Obligations and the interest thereon shall constitute special obligations of the County payable from the Pledged Revenues and, except as provided in Section 4.1(c) hereof or in connection with any tax pledge made in connection with the issuance of Additional Parity Obligations pursuant to Article V hereof, the owners of Parity Obligations shall never have the right to demand payment out of funds raised or to be raised by taxation, or from any source other than those specified in this Order or any order authorizing the issuance of any Additional Parity Obligations The obligation of the County to pay or cause to be paid the amounts payable under this Order and each order authorizing the issuance of any Additional Parity Obligations out of the Pledged Revenues shall be absolute, irrevocable, complete, and unconditional, and the amount, manner, and time of payment of such amounts shall not be decreased, abated, rebated, setoff, reduced, abrogated, waived, diminished, or otherwise modified in any manner or to any extent whatsoever, regardless of any right of setoff, recoupment, or counterclaim that the County might otherwise have against any owner or any other party and regardless of any contingency, force majeure, event, or cause whatsoever and notwithstanding any circumstance or occurrence that may arise or take place before, during, or after the issuance of Parity Obligations while any Parity Obligation are outstanding.

(c) To pay the debt service coming due on any Bonds issued prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 4.6. Application of Chapter 1208, Government Code Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledges of the taxes, revenues and funds granted by the County under Article IV of this Order, and such pledges are therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding and unpaid in a manner that causes any of the pledges granted by the County under Article IV of this Order to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then, in order to preserve for the Registered Owners of the Bonds the

perfection of the security interests in such pledges, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and to enable one or more filings to cause the perfection of the security interests in such pledges.

ARTICLE V.

ADDITIONAL PARITY AND SUBORDINATE LIEN BONDS

Section 5 1. Additional Parity Obligations. The County reserves the right to issue, for any lawful purpose, including the refunding of any previously issued Parity Obligations or any other bonds or obligations (including obligations arising under Credit Agreements) of the County payable from Pledged Revenues, one or more series of Additional Parity Obligations on a parity with the Bonds, payable from, and secured by a first lien on, the Pledged Revenues; and the Additional Parity Obligations shall in all respects be on a parity and of equal dignity and shall be secured in the same manner

Section 5.2. Issuance of Additional Parity Obligations. Provided that the County is in compliance with the requirements of any then applicable provisions of the laws of the State of Texas, the County may from time to time incur, assume, guarantee, or otherwise become liable in respect of Parity Obligations if, in the applicable order authorizing such Parity Obligations, the County finds that, upon the issuance of such Parity Obligations, the Pledged Revenues (including any applicable tax pledge made in connection with and pledged exclusively to repayment of any particular series of Parity Obligations), will be sufficient to meet the financial obligations relating to the Parity Obligations. In addition, the County shall not issue or incur such Parity Obligations unless the County Judge shall deliver to the County an Officer's Certificate stating that, to the best of his or her knowledge, the County, has not failed to comply with the covenants contained in any order authorizing Parity Obligations, to any material extent, and are not in default, to any material extent, in the performance and observance of any of the terms, provisions. and conditions hereof, thereof or under any Credit Agreement that constitutes Parity Obligations; provided that such certificate shall not be required for the Bonds

Section 5.3 Credit Agreements. To the extent permitted by law, the County may execute and deliver one or more Credit Agreements upon the delivery of (i) a certificate of the County Judge to the effect that the Credit Agreement is in the best interest of the County, (ii) evidence of compliance with the requirements of Sections 5.2 and 5.3, as the case may be, if the Credit Agreement is to constitute Parity Obligations and (iii) an order of the Commissioners Court approving such Credit Agreement.

Section 5 4 Additional Security. Except as otherwise provided or permitted herein, the Pledged Revenues securing Parity Obligations shall be shared on a parity with other Parity Obligations on an equal and ratable basis The County may, however, in its discretion, provide Additional Security (but shall have no obligation to provide such additional security or credit enhancement) to other Parity Obligations (even between separate Series of Parity Obligations), except that no Additional Security shall be provided unless there shall have been first delivered an opinion of Bond Counsel to the effect that the exclusion from gross income of interest on any Parity Obligations for federal income tax purposes will not be adversely affected thereby

Section 5.5. Subordinate Lien Obligations. The City reserves the right to issue, for any lawful purpose, bonds, notes or other obligations secured in whole or in part by liens on the Pledged Revenues that are junior and subordinate to the lien on Pledged Revenues securing payment of the Parity Obligations. Such subordinate lien obligations may be further secured by any other source of payment lawfully available for such purposes.

ARTICLE VI

GENERAL REPRESENTATION AND COVENANTS

Section 6.1. Payment of Parity Obligations. The County will duly and punctually pay solely from the Pledged Revenues and the limited tax pursuant to 4 1(b), (i) the payments with respect to each and every Parity Obligation on the dates and at the places, as such Parity Obligation accrues or matures, or becomes subject to mandatory redemption prior to maturity and such payments will be made in the manner provided in said Parity Obligation and the order governing its issuance, according to the true intent and meaning thereof and (ii) the fees and expenses related to Parity Obligation, including the fees and expenses of the Paying Agent and any registrar, trustee, remarketing agent, tender agent, or credit provider.

Section 6 2 Performance. The County will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order, and in each and every Parity Obligation or evidence thereof and will take such action as is reasonably possible to perform each and every duty with respect to the Parity Obligation

Section 6.3. Redemption. The County will duly cause to be called for redemption prior to maturity, and will cause to be redeemed prior to maturity, all Parity Obligations which by their terms are mandatorily required to be redeemed prior to maturity, when and as required.

Section 6 4. Lawful Authority. The County is lawfully authorized to pledge the Pledged Revenues herein pledged in the manner prescribed herein and has lawfully exercised such right

Section 6 5 Preservation of Lien. Subject to the conditions set forth in Section 6 6 of this Article and in Article V of this Order, the County (i) will not do or suffer any act or thing whereby the pledge of the Pledged Revenues might or could be impaired and (ii) will take all actions to the extent necessary to ensure that the County does not do or suffer any act or thing whereby the pledge of the Pledged Revenues might or could be impaired.

Section 6 6 No Additional Encumbrance. The County shall not incur additional obligations secured by the Pledged Revenues in any manner, except as permitted by this Order in connection with Parity Obligations, unless obligations are made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Order and any order authorizing the issuance of Additional Parity Obligations. Any obligations incurred by the County without satisfying the conditions for the issuance of Parity Obligations, as set forth in this Order, are hereby declared to be Subordinate Lien Obligations and subordinate in all respects to the liens, pledges, covenants, and agreements of this Order and any order authorizing the issuance of Additional Parity Obligations whether such status is noted or not

Section 6.7. Investments and Security. Moneys in all accounts and subaccounts established pursuant to this Order and any order authorizing the issuance of Additional Parity Obligations will be held uninvested or invested and secured in the manner prescribed by the laws of the State of Texas for such funds and in accordance with the applicable order authorizing the issuance of Parity Obligations and written policies adopted by the County. The investments of each account and subaccount shall be made under conditions that will timely provide money sufficient to satisfy the County's obligations hereunder and under any order authorizing the issuance of Parity Obligations. Money in all accounts and subaccounts established pursuant to this Order and any order authorizing the issuance of Parity Obligations may be combined for investment purposes, as directed by the County. Such treatment does not constitute a commingling of the money in such accounts and subaccounts and the County shall keep or cause to be kept full and complete records indicating the money, investments and securities credited to each such account and subaccount. Any profits or losses from investments shall be credited or charged, respectively, on a pro rata basis among the accounts and other sources of money from which such investment was made

Section 6.8. Records; Annual Audit. The County will keep proper books of record and account in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to all revenue received pursuant to the Agreement. Each year while any Parity Obligations are Outstanding, the County covenants that as soon as practicable beginning with the end of the first Fiscal Year in which Parity Obligation is issued, it will prepare or cause to be prepared a financial report of all revenue received pursuant to the Pass-Through Toll Agreement for such Fiscal Year in accordance with generally accepted accounting principles, certified by a Certified Public Accountant. The County shall promptly furnish such audited financial report to the municipal bond rating agencies then maintaining a rating on Parity Obligation and to any owner of Parity Obligation who shall request the same, and shall file or make available such audited financial report as required by each order authorizing the issuance of Parity Obligations. In addition, a copy of each such audited financial report shall be retained on file in the County's finance office and open to the inspection of the owners of Parity Obligations, and their respective agents and representatives, at all reasonable times during regular business hours, for at least 365 days following the preparation thereof

Section 6.9. Inspection of Records The County will permit any owner or owners of twenty-five percent (25%) or more of the then Outstanding principal amount of Parity Obligations at all reasonable times to inspect all records, accounts, and data of the County relating to the purposes for which such Parity Obligations were issued, except such records as federal or State law may designate as privileged and exempt from disclosure

ARTICLE VII

CONCERNING THE PAYING AGENT/REGISTRAR

Section 7 1 Acceptance. U.S. Bank National Association, is hereby appointed as the initial Paying Agent/Registrar for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the County and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved, and the County Judge is hereby

authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the County in multiple counterparts and the County Clerk and Chief Deputy County Clerk is hereby authorized to attest thereto and affix the County's seal. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the County and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order

Section 7.2. Trust Funds All money transferred to the Paying Agent/Registrar in its County as Paying Agent/Registrar for the Bonds under this Order (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the County, shall be the property of the County and shall be disbursed in accordance with this Order.

Section 7.3. Bonds Presented. Subject to the provisions of Section 7.4, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the County. Such Bonds shall be canceled as provided herein

Section 7 4. Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of and interest on the Bonds remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the County upon receipt by the Paying Agent/Registrar of a written request therefor from the County.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with this Section

Section 7 5 Paying Agent/Registrar May Own Bonds. The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent/Registrar

Section 7.6 Successor Paying Agents/Registrars The County covenants that at all times while any Bonds are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Bonds The County reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

ARTICLE VIII.

MISCELLANEOUS

Section 8.1. Tax Exemption. The County intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds. For this purpose, the County covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the County shall comply with each of the following covenants:

(a) The County will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the County and (ii) to pay the costs of issuing the Bonds. The County will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the County or a related person.

(b) The County will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Bonds will be paid solely from both Pledged Revenues and ad valorem taxes collected by the County, investment earnings on such collections, and as available, proceeds of the Bonds

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the County reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code

(e) At all times while the Bonds are outstanding, the County will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The County will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting "arbitrage bonds," the County will make such payments as are necessary to cause the yield on all yield restricted nonpurpose

investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds

(f) The County will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code

(g) The County represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the County reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(h) The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government Specifically, the County will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the County allocable to other obligations of the County or moneys which do not represent gross proceeds of any obligations of the County and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the County will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty

(i) The County will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party

(j) The County will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(k) The County will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations

(l) Proper officers of the County charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the County's expectations On or after the date of issuance of the Bonds, the County will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates

(m) The covenants and representations made or required by this Section are for the benefit of the Bondholders and any subsequent Bondholder, and may be relied upon by the Bondholders and any subsequent Bondholder and bond counsel to the County.

In complying with the foregoing covenants, the County may rely upon an unqualified opinion issued to the County by nationally recognized bond counsel that any action by the County or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the County's representations and obligations under the covenants and provisions of this Section 8 5 shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes

Section 8 2. Escrow Agreement The discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the County and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the County by the Underwriters, which shall be certified as to mathematical accuracy by Grant Thornton, LLP Certified Public Accountants, (b) to maximize the County's present value savings and/or to minimize the County's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Order, and the County Judge is hereby

authorized to execute and deliver such Escrow Agreement on behalf of the County in multiple counterparts and the County Clerk or the Assistant County Clerk is hereby authorized to attest thereto.

Section 8 3. Purchase of United States Treasury Obligations. To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the County Judge and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, Bond Purchase Agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

Section 8 4 Redemption Prior to Maturity of Refunded Bonds. The County has irrevocably exercised its option to call the bonds of the County for redemption prior to maturity on the date and at the price shown on Exhibit A attached to the Officer's Pricing Certificate, and authorized and directed notice of such redemption to be given in accordance with the order authorizing the issuance of such bonds.

Section 8.5 Credit Agreements. To the extent permitted by law, the County reserves the right to enter into one or more Credit Agreements in connection with or related to the Bonds, upon compliance with the requirements of Section 5.3 hereof.

Section 8.6. Related Matters. In order that the County shall satisfy in a timely manner all of its obligations under this Order, the County Judge, County Clerk, the Chief Deputy County Clerk and all other appropriate officers, agents, representatives and employees of the County are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Bonds, including, without limitation, executing and delivering on behalf of the County all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the County's obligations under this Order and to direct the transfer and application of funds of the County consistent with the provisions of this Order.

ARTICLE IX.

CONTINUING DISCLOSURE UNDERTAKING

Section 9 1 Continuing Disclosure Undertaking. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Commissioners Court

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(a) The County shall provide annually to the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the County as follows: (i) annual audited financial statements of the County set forth in Appendix A of the Official Statement and (ii) information of the general type included in the Official Statement in Tables 1 through 7 and 9 through 14 and under the heading "TAX PROCEDURES" The County shall update such information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Appendix A to the Official Statement and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided If audited financial statements are not so provided, then the County shall provide unaudited financial statements for the applicable fiscal year to the MSRB, and audited financial statements when and if audited financial statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(b) The County shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds·

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of holders of the Bonds, if material;

(viii) bond calls, if material, and tender offers,

(ix) defeasances,

(x) release, substitution, or sale of property securing repayment of the Bonds, if material,

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the County,

(xiii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor or additional trustee or the change of name of trustee, if material.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with this Section by the time required by this Section

(c) The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Bonds remain outstanding.

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE

No default by the County in observing or performing its obligations under this Section shall constitute a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of principal payment of the County, but only if either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided

ARTICLE X

MISCELLANEOUS

Section 10 1. Official Statement. The County hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriters is hereby approved and authorized and the proper officials of the County are authorized to sign such Official Statement.

Section 10.2. Defeasance. The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

Section 10.3 Amendments. The County may, without the consent of or notice to any Registered Owner, from time to time and at any time, amend this Order to cure any ambiguity, inconsistency or formal defect or omission herein or therein In addition, the County may, with the written consent of the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding affected thereby, amend, add to or rescind any of the provisions of this Order, provided that. without the consent of the Registered Owners of all of the affected Outstanding Bonds, no such amendment, addition or rescission shall (a) change the maturity of the Bonds or any Interest Payment Date for an installment of interest thereon, reduce the principal amount thereof, or the rate of interest thereon, change the place or places at, or the coin or currency in which any Bond or the interest thereon is payable or in any other way modify the terms or sources of payment of the principal of or interest on Bond, (b) give preference to any Bond over any other Bond or (c) reduce the aggregate principal amount of Bonds required to consent to any such amendment, addition or rescission or otherwise modify any of the provisions of this section, except to increase the percentage provided hereby or to provide that certain other provisions of this Order cannot be modified or waived without the consent of the Owner of each Bond affected thereby In order to correct a clerical error, it is hereby acknowledged that The Bank of New York Mellon Trust Company, N.A., Dallas, Texas is the correct paying agent for

the Refunded Bonds, as such term is defined in that certain Escrow Agreement between the County and U S Bank National Association, dated September 6, 2011, and further correct the principal amount being refunded in the table for the Combination Tax and Revenue Certificates of Obligation, Series 2002, from $350,000 to $530,000 attached as Exhibit A thereto.

Any consent to any amendment hereof by the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued upon transfer or in lieu thereof or in exchange therefore, in respect of anything done or suffered to be done by the County in reliance thereon, whether or not notation of such action is made upon such Bond

Section 10.4 Waiver of Certain Covenants. The County may omit in any particular instance to comply with any covenant or condition set forth in Article V and VI hereof if before or after the time for such compliance the Bondholders of the same percentage in Outstanding principal amount, the consent of which would be required to amend the applicable provisions to permit such noncompliance, shall either waive such compliance in the particular instance or generally waive compliance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived and, until such waiver shall become effective, the obligations of the County and the duties of the County in respect of any such covenant or condition shall remain in full force and effect.

Section 10.5. Owners' Remedies This Order shall constitute a contract between the County and the Registered Owners of the Bonds, and this Order shall not be repealed unless and until the Bonds and the interest thereon shall be fully paid or discharged or provision therefor shall have been made as provided herein In the event of a default in the payment of the principal of or interest on any of the Bonds or a default in the performance of any duty or covenant provided by law or in this Order, the Registered Owners of any of the Bonds may pursue all legal remedies afforded by the Constitution and laws of the State of Texas and the United States of America to compel the County to remedy such default and to prevent further default or defaults. Without in any way limiting the generality of the foregoing, it is expressly provided that any Registered Owner of any of the Bonds may at law or in equity, by suit, action, mandamus or other proceedings enforce and compel performance of all duties required to be performed by the County under this Order.

Section 10.6. Order A Contract. In consideration of the purchase and acceptance of the Bonds by the Registered Owners, the provisions of this Order shall be deemed to be and shall constitute a contract between the County and the Registered Owners, and the covenants and agreements herein set forth to be performed on behalf of the County shall be for the equal benefit, protection and security of each of the Registered Owners The Bonds, regardless of the time or times of their delivery or maturity, shall be of equal rank without preference, priority, or distinction of any Bond over any other, except as expressly provided herein

Section 10.7. Legal Holidays. In any case where the date interest accrues and becomes payable on the Bonds or principal of the Bonds matures or the date fixed for redemption of any Bonds shall not be in the County a Business Day, then payment of interest or principal need not be made on such date, but payment may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date of maturity or the date fixed for

redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment.

Section 10.8. No Recourse Against County Officials No recourse shall be had for the payment of principal of or interest on any Bonds or for any claim based thereon or on this Order against any official of the County or any person executing any Bonds

Section 10.9. Power to Revise Form of Documents Notwithstanding any other provision of this Order, the officers of the County are each hereby authorized to make or approve such revisions, additions, deletions and variations to this Order, in the judgment of the County Judge, and in the opinion of Bond Counsel to the County, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Purchase Agreement, the Preliminary Official Statement, the final Official Statement or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Commissioners Court.

Section 10.10. Approval of Andrews Kurth LLP Engagement Letter. The engagement of Andrews Kurth LLP as bond counsel for the County in connection with the issuance, sale and delivery of the Bonds is hereby approved, ratified and confirmed, and the County Judge of the County is hereby authorized to execute and deliver an engagement letter between the County and such firm, with respect to services as bond counsel, in such form as may be approved by the Commissioners Court

Section 10.11. Further Proceedings. The County Judge, County Clerk, the Chief Deputy County Clerk and other appropriate officials of the County are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order

Section 10 12 Severability If any Section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 10 13 Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the County Courthouse for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered and formally acted upon The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof

Section 10 14 Repealer All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency

Section 10 15. Effective Date This Order shall be in force and effect from and after its passage on the date shown below.

PASSED AND APPROVED on first and final reading this 7th day of February, 2012

County Judge

County Clerk

EXHIBIT A

(a) Form of Current Interest Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED
NUMBER
_____

REGISTERED
DENOMINATION
$_____

GALVESTON COUNTY, TEXAS
PASS-THROUGH TOLL REVENUE AND
LIMITED TAX REFUNDING BOND
SERIES 2012

INTEREST RATE: MATURITY DATE: DATED DATE:[6] CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT DOLLARS

GALVESTON COUNTY, TEXAS (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of U S. Bank National Association, in Houston, Texas (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the Dated Date, or the most recent interest payment date to which interest has been paid or duly provided for Interest on this Bond is payable by check on _____[7] and _____[8] beginning on _____[9], mailed to the registered owner as shown on the books of registration kept by the Registrar as of the last business day of the month next preceding each interest payment date.

---

[6] Insert from Officer's Pricing Certificate

[7] Insert from Officer's Pricing Certificate

[8] Insert from Officer's Pricing Certificate

[9] Insert from Officer's Pricing Certificate

THIS BOND is one of a duly authorized issue of Bonds, aggregating $_____[10] (the "Bonds"), issued for the purpose refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County [The Bonds are issued as (i) Bonds in the aggregate principal amount of $_____[11] which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of $_____[12] which pay interest semiannually until maturity or earlier redemption][13]

THE COUNTY RESERVES THE RIGHT, at its option, to redeem Bonds maturing on or after _____[14], in whole or from time to time in part, in integral multiples of $5,000, on _____[15], or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption If less than all the Bonds are to be redeemed, the County shall select the Bonds to be redeemed.[16]

[If applicable, mandatory redemption language][17]

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.[18]

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar in Houston, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order

---

[10] Insert from Officer's Pricing Certificate

[11] Insert from Officer's Pricing Certificate

[12] Insert from Officer's Pricing Certificate

[13]Remove bracketed language if there are no CABs

[14] Insert from Officer's Pricing Certificate

[15] Insert from Officer's Pricing Certificate

[16]Remove paragraph if bonds are not callable per Officer's Pricing Certificate

[17] Insert from Officer's Pricing Certificate

[18]Remove paragraph if bonds are not callable per Officer's Pricing Certificate

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar in Houston, Texas, for Bonds in the denomination of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

THIS BOND AND THE SERIES OF WHICH IT IS A PART are special obligations of the County that are payable from and are equally and ratably secured by a first lien on and pledge of the Pledged Revenues collected and received by the County as defined and provided in the Order, which Pledged Revenues are required to be set aside and pledged to the payment of the Bonds, and all Additional Bonds issued on a parity therewith, in the Interest and Sinking Fund and the Reserve Fund maintained for the payment of all such Bonds, all as more fully described and provided for in the Order. The Bonds do not constitute an legal or equitable pledge, charge, lien or encumbrance upon any property of the County, except with respect to the Pledged Revenues.

TO THE EXTENT that Pledged Revenues are insufficient to pay interest and principal payments on the Bonds, annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

SUBJECT TO SATISFYING THE TERMS AND CONDITIONS stated in the Order, the County has reserved the right to issue additional Parity Obligations payable solely from and equally and ratably secured by a parity lien on and pledge of the Pledged Revenues and other moneys and securities pledged under the Order to the payment of the Bonds.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond

(AUTHENTICATION CERTIFICATE) (SEAL) GALVESTON COUNTY, TEXAS

_____
County Judge

_____
County Clerk

(b) Form of Capital Appreciation Bond, if required.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

REGISTERED NUMBER
_____

REGISTERED MATURITY
$_____

GALVESTON COUNTY, TEXAS
PASS-THROUGH TOLL REVENUE AND
LIMITED TAX REFUNDING BOND
SERIES 2012

MATURITY DATE ISSUANCE DATE[19] CUSIP·

REGISTERED OWNER:

MATURITY AMOUNT. DOLLARS

[19] Insert from Officer's Pricing Certificate

GALVESTON COUNTY, TEXAS (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of U.S. Bank National Association, in Houston, Texas (the "Registrar"), the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon (both as shown in the table attached to this Bond), in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. The date of this Bond is _____[20], but interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified on the Table of Accreted Values attached hereto. The Accreted Value (per $5,000 of Maturity Amount) of this Bond, as of the Issuance Date and as of each _____[21] and _____[22] is set forth in the Table of Accreted Values attached hereto. Such value as of any other date shall be determined by straight-line interpolation between such values

THIS BOND is one of a duly authorized issue of Bonds, aggregating $_____[23] the "Bonds"), issued for the purpose of refunding the Refunded Bonds under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Commissioners Court of the County (the "Order"), which Order is of record in the official minutes of the County The Bonds are issued as (i) Bonds in the aggregate principal amount of $_____[24] which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of $_____[25] which pay interest semiannually until maturity or earlier redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, in Houston, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar, in Houston, Texas, for Bonds in the denomination of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon

---

[20] Insert from Officer's Pricing Certificate

[21] Insert from Officer's Pricing Certificate

[22] Insert from Officer's Pricing Certificate

[23] Insert from Officer's Pricing Certificate

[24] Insert from Officer's Pricing Certificate

[25] Insert from Officer's Pricing Certificate

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

THIS BOND AND THE SERIES OF WHICH IT IS A PART are special obligations of the County that are payable from and are equally and ratably secured by a first lien on and pledge of the Pledged Revenues collected and received by the County as defined and provided in the Order, which Pledged Revenues are required to be set aside and pledged to the payment of the Bonds, and all Additional Bonds issued on a parity therewith, in the Interest and Sinking Fund and the Reserve Fund maintained for the payment of all such Bonds, all as more fully described and provided for in the Order. The Bonds do not constitute an legal or equitable pledge, charge, lien or encumbrance upon any property of the County, except with respect to the Pledged Revenues.

TO THE EXTENT that Pledged Revenues are insufficient to pay interest and principal payments on the Bonds, annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged irrevocably for such payment.

SUBJECT TO SATISFYING THE TERMS AND CONDITIONS stated in the Order, the County has reserved the right to issue additional Parity Obligations payable solely from and equally and ratably secured by a parity lien on and pledge of the Pledged Revenues and other moneys and securities pledged under the Order to the payment of the Bonds.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge and countersigned with the manual or facsimile signature of the County Clerk, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond

(AUTHENTICATION CERTIFICATE) (SEAL) GALVESTON COUNTY, TEXAS

_____
County Judge

_____
County Clerk

TABLE OF ACCRETED VALUES[26]

[26] Insert from Officer's Pricing Certificate

(c) Form Of Comptroller's Registration Certificate.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO _____
THE STATE OF TEXAS	§	

I hereby certify that this certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
(SEAL) of the State of Texas

* * *

(d) Form of Authentication Certificate.

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds described in and delivered pursuant to the within-mentioned Order; and, except for the Bonds initially delivered, this Bond has been issued in exchange for or replacement of a Bond, Bonds, or a portion of a Bond or Bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

U S BANK NATIONAL ASSOCIATION
as Paying Agent/Registrar

By _____
Authorized Signature:
Date of Authentication _____

* * *

(e) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

(Please print or type name address and zip code of Transferee)

_____

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises

DATED _____ _____

Signature Guaranteed

_____

Registered Owner

_____

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this certificate in every particular, without any alteration, enlargement or change whatsoever

* * *

The Initial Bond shall be in the form set forth in paragraphs (a), (b), (c) and (e) of this Section, except for the following alterations:

(i) immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted, immediately under the name of the Capital Appreciation Bond, the heading "MATURITY DATE" shall be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Current Interest Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule."

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iii) in the first paragraph of the Capital Appreciation Bond, the words "on the maturity date specified above" shall be deleted, and the words "the Maturity Amount identified above" shall be replaced with "the Maturity Amounts shown in the schedule below"

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iv) the Initial Bonds shall be numbered ICI-1 and ICA-1, respectively.

RECEIPT AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

We, the undersigned officers of Galveston County, Texas (the "County"), do hereby certify, as of the date set forth below, the following:

1 On _____, 2012, we delivered, or caused to be delivered, to the Underwriter thereof the following bonds (the "Bonds"):

GALVESTON COUNTY, TEXAS, PASS-THROUGH TOLL REVENUE AND LIMITED TAX REFUNDING BONDS, SERIES 2012, dated _____, 2012, in the principal amount of $_____

2. At the time of such delivery, the County received from the Underwriter full payment for the Bonds in keeping with the order authorizing the issuance thereof.

3 At the time of delivery of the Bonds, (a) no litigation of any nature has been filed or is now pending which contests or attacks the validity of the Bonds, which would restrain or enjoin the issuance or delivery of the Bonds; which would restrain or enjoin the collection or pledge of funds from which the Bonds are payable or would in any other manner affect the provision made for their payment or security; or which in any manner questions the proceedings or authority concerning the issuance of the Bonds; and so far as we know and believe no such litigation is threatened; (b) neither the corporate existence nor the boundaries of the County are being contested; no litigation has been filed or is now pending which would affect the authority of the officers of the County to issue, execute and deliver the Bonds or would affect the title of the undersigned to their respective offices, and no authority or proceedings for the issuance, execution or delivery of the Bonds have been repealed, rescinded or revoked; and (c) no additional bonds, warrants or other indebtedness payable from the same source as the Bonds have been issued since the date of the General Certificate submitted to the Attorney General of Texas in connection with the approval of the Bonds.

SIGNED as of, and delivered on, the date of delivery of the Bonds set forth above

County Judge
Galveston County, Texas

County Clerk
Galveston County, Texas

PAYING AGENT/REGISTRAR AGREEMENT

This agreement (the "Agreement") is entered into as of February 7, 2012, by and between GALVESTON COUNTY, TEXAS (the "Issuer") and U.S. Bank National Association (the "Bank").

RECITALS

The Issuer has duly authorized and provided for the issuance of its bonds, entitled the "Galveston County, Texas Pass-Through Toll Revenue and Limited Tax Refunding Bonds, Series 2012" (the "Bonds") in the aggregate principal amount of $_____, to be issued as fully registered Bonds;

All things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

The Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal of and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

The Issuer and the Bank have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS
PAYING AGENT AND REGISTRAR

Section 1 01 Appointment.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners of the Bonds, in accordance with the terms and provisions of this Agreement and the Bond Order, the principal of, redemption premium, if any, and interest on all or any of the Bonds

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar

Section 1 02 Compensation

As compensation for the Bank's Services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule attached as Exhibit A hereto The Bank reserves the right to amend the fee schedule at any time, provided the Bank

shall have furnished the Issuer with a written copy of such amended fee schedule at least 60 days prior to the date that the new fees are to become effective.

In consideration of the deposits of funds required to be made with the Bank by the Issuer pursuant to the provisions of the Bond Order, the Bank agrees to abide by and accept the terms hereof and of the Bond Order relating to the duties of the Paying Agent/Registrar.

ARTICLE TWO

DEFINITIONS

Section 2.01 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U.S. Bank National Association, a national banking organization duly organized and existing under the laws of the United States of America.

"Bond Order" means the order of the Issuer approved February 7, 2012, pursuant to which the Bonds are issued.

"Bond" or "Bonds" means any one or all of the Galveston County, Texas Pass-Through Toll Revenue and Limited Tax County Building Bonds, Series 2012.

"Financial Advisor" means Louis Pauls & Company and its successors

"Issuer" means Galveston County, Texas.

"Paying Agent" means the Bank when it is performing the function of paying agent.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government of any entity whatsoever.

"Registrar" means the Bank when it is performing the function of registrar.

All other capitalized terms shall have the meanings assigned in the Bond Order.

ARTICLE THREE

DUTIES OF THE BANK

Section 3 01 Closing Memorandum

The Bank is authorized to receive the purchase price of and, if applicable, accrued interest on the Bonds from the underwriter of the Bonds and to transfer said funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's financial advisor or other agent. The Bank

may act on a facsimile or electronic mail transmission of the closing memorandum acknowledged by the Issuer or the Issuer's financial advisor as the final closing memorandum to be followed by an original of the closing memorandum signed by the financial advisor or the Issuer. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 3 02 Initial Delivery of Bonds

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as set forth in the Bond Order. If such purchaser delivers a written request to the Bank not later than two business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, exchange the Bonds initially delivered for Bonds of authorized denominations, registered in accordance with the instructions in such request and the Bond Order.

Section 3.03 Unauthenticated Bonds.

The Issuer shall provide an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank covenants that it will maintain such unauthenticated Bonds in safekeeping and will use reasonable care in maintaining such Bonds in safekeeping, which shall not be less than the care it maintains for debt securities of other government entities or corporations for which it services as registrar, or which it maintains for its own bonds

Section 3.04 Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, timely pay on behalf of the Issuer the principal of, premium, if any, and interest on each Bond in accordance with the provisions of the Bond Order

If the Certificates are to be Depository Trust Company (DTC) eligible, the Bank will comply with all eligibility requirements as outlined and agreed upon in the eligibility questionnaire.

Section 3 05 Duties of Registrar.

The Bank shall provide for the proper registration of the Bonds and the exchange, replacement and registration of transfer of the Bonds in accordance with the provisions of the Bond Order. The Bank will maintain the books of registration in accordance with transfer agent regulations promulgated by the Securities and Exchange Commission and the applicable provisions of the Uniform Commercial Code.

Section 3.06 Reports.

Upon reasonable request by the Issuer (but at least monthly if so requested by the Issuer), the Bank will provide the Issuer reports describing in reasonable detail all transactions pertaining to the Bonds and the books of registration The Issuer may also inspect and make copies of the information in the books of registration and such other documents related to the Bonds and in the Bank's possession at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form

The Bank will not release or disclose the contents of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the Issuer immediately so that the Issuer may contest the subpoena, court order or other request.

Section 3.07 Canceled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Bank, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already canceled, shall be delivered to the Bank for cancellation. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Bank. All canceled Bonds held by the Bank shall be treated in accordance with the Bank's document retention policies.

Section 3.08 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable to the Issuer for actions taken under this Agreement as long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder

(c) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder

(d) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

Section 3.09 Money Held by Bank.

Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owners of the Bonds

The Bank shall be under no obligation to pay interest on any money received by it hereunder.

All money deposited with the Bank hereunder shall be secured in the manner and to the fullest extent required by law for the security of funds of the Issuer.

Any money deposited with the Bank for the payment of the principal, redemption premium, if any, or interest on any Bond and remaining unclaimed by the Registered Owner after the expiration of three years from the date such funds have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law

including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Texas Property Code do not apply to the Fund, such funds shall be paid by the Bank to the Issuer upon receipt of a written request therefor from the Issuer. The Bank shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with the foregoing provision.

The Bank shall deposit all moneys received from the Issuer into a trust account to be held in a fiduciary capacity for the payment of the Bonds, with such moneys in the account that exceed the deposit insurance available by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on such Bonds have been presented for payment and paid to the Registered Owners

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

Section 4.01 May Own Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds.

Section 4 02 Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof

Section 4 03 Assignment

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 4.04 Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days' written notice

Section 4 05 Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof

Section 4.06 Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not. This agreement shall not be assigned by the Bank without the prior written consent of the Issuer

Section 4.07 Severability.

If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired

Section 4.08 Benefits of Agreement

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 4.09 Bond Order Governs Conflicts

This Agreement and the Bond Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar and if any conflict exists between this Agreement and the Bond Order, the Bond Order shall govern

Section 4.10 Term and Termination

This Agreement shall be effective from and after its date and may be terminated for any reason by the Issuer or the Bank at any time upon thirty (30) days written notice; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the books of registration

Section 4.11 Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit hereunder, in either the District Court of Galveston County, Texas or the United States Federal District Court for the Southern District of Texas, waive personal service of any process, and agree that service of process by certified or registered mail, return receipt requested, to the address set forth herein shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the state of Texas, at the expense of the Issuer, to determine the rights of any person claiming any interest hereunder.

Section 4 12 Merger, Conversion, Consolidation or Succession.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall ipso facto be the successor of the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto In case any Bond shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Bonds so registered with the same effect as if such successor Bank had itself registered the Bonds.

Section 4.13 Bank Not a Trustee.

This Agreement shall not be construed to require the Bank to enforce any remedy which any Registered Owner may have against the Issuer during any default or event of default under any agreement between any Registered Owner and the Issuer, including the Bond Order, or to act as trustee for such Registered Owner.

Section 4 14 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 4.15 Governing Law

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GALVESTON COUNTY, TEXAS

By: _____
County Judge

ADDRESS: 722 Moody
Galveston, Texas 77550

ATTEST:

_____
County Clerk

U S. BANK NATIONAL ASSOCIATION

By:
Name _____
Title: _____

GENERAL CERTIFICATE

STATE OF TEXAS §
COUNTY OF GALVESTON §

We, the undersigned officers of Galveston County, Texas (the "County"), do hereby make and execute this certificate for the benefit of the Attorney General of the State of Texas and all other persons interested in the GALVESTON COUNTY, TEXAS, PASS-THROUGH TOLL REVENUE AND LIMITED TAX REFUNDING BONDS, SERIES 2012 (the "Bonds"), dated _____ __, 2012, now in the process of issuance, as follows:

(1) The County is a political subdivision of the State of Texas, operating and existing under the Constitution and laws of the State of Texas, whose boundaries have not changed since the approval by the Attorney General of the State of Texas of its Galveston County, Texas, Limited Tax Refunding Bonds, Series 2011C, dated November 1, 2011, which are the last obligations issued by or on behalf of the County.

(2) The following individuals are the duly elected and qualified County Judge and Commissioners Court of the County holding the offices opposite their names:

Mark Henry	County Judge
Patrick Doyle	Commissioner, Precinct 1
Kevin O'Brien	Commissioner, Precinct 2
Stephen D Holmes	Commissioner, Precinct 3
Ken Clark	Commissioner, Precinct 4

(3) Dwight D. Sullivan is the duly appointed and qualified County Clerk of the County

(4) None of the bonds being refunded by the Bonds (the "Refunded Bonds") have ever been held in or purchased for the account of any of the interest and sinking funds created and maintained for the payment and security of the Refunded Bonds, and none of the Refunded Bonds are currently owned by and have ever been purchased or held for any account or fund of the County.

(5) Attached as Exhibit A is a true, full and correct debt service schedule for all of the County's outstanding Article XI, Section 7 indebtedness, including the Bonds The principal amount of the County's total outstanding Article XI, Section 7 indebtedness, including the Bonds, is $_____

(6) The currently effective ad valorem tax appraisal roll of the County (the "Tax Roll") is the Tax Roll prepared and approved during the calendar year 2011, being the most recently approved Tax Roll of the County; the taxable property in the County has been appraised, assessed and valued as required and provided by the Texas Constitution and Property Tax Code (collectively, "Texas law"), the Tax Roll for the year has been submitted to the Commissioners Court of the County as required by Texas law, and has been approved and recorded by the Commissioners Court of the County, and according to the Tax Roll for the year, the net aggregate taxable value of taxable property in the County (after deducting the amount of all applicable exemptions required or authorized under Texas law), upon which the annual ad valorem tax of the County has been or will be imposed or levied, is $_____

[Signature Page Follows]

SIGNED AND SEALED this 7th day of February, 2012

GALVESTON COUNTY, TEXAS

County Judge

County Clerk

(SEAL)

AGENDA

ITEM

#20a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	1/30/12	Department	Agrilife Extension Office		
Renewal Contract	NO	Orgkey	1101610200	Object Code	548100
Contract Start Date	10/1/11	Vendor.	Republic Services of Texas		
Contract End Date	9/30/12	Vendor No	707685	Contract No	
Description	Waste Disposal for Horticulture & Educational Garden				
Contract # Issued By Purchasing		CM1208I	Requested Legal Review		Yes ____ No ____

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
Gen Fund	1101	3,000	2,732				
Totals		-	-	-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head		
Purchasing Agent	1-31-2012	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office

Form Number

The County of Galveston

AGRILIFE EXTENSION OFFICE
4102 – B Main Street (FM 519)
La Marque, Texas 77568

William M Johnson, Ph D
Coordinator, AgriLife Extension Office

Office 281/534-3413, ext 12
Facsimile 409/765-3197

MEMORANDUM

TO: Patricia Grady
Legal Liason

FROM: William M. Johnson, Ph.D
Coordinator, AgriLife Extension Office

DATE: January 25, 2012

RE: Allied Waste / Republic Services Contract Renewal
Horticulture Demonstration and Educational Garden Program – FY 2012

Please find the attached proposed contract for the 2012 Horticulture Demonstration and Educational Garden Program with Allied Waste / Republic Services. This contract allows maintenance of the garden. The total estimated expenditures for FY 2012 are $2,731.15 The cost also reflects invoices that need to be paid for October, November and December 2011. I am requesting that this item be submitted to Commissioners' Court on the next agenda for approval.

If additional information is needed, please contact Tamberlyn Maggiolino at 281/534-3413, ext 13

WJ/tdm

Enclosures 2012 Contract proposal

REPUBLIC SERVICES, INC.™ ALLIED WASTE INDUSTRIES

December 15, 2011

Galveston County Extension Department
Account# 855-0004829
ATTN: Tamberlyn Maggiolino
4102 – B FM 519 @ Carbide Park
LaMarque, Texas 77568
Phone# 281.534.3413 x 13
Email· Tamberlyn.Maggiolino@co.galveston.tx us

Dear Mrs Maggiolino,
Thank you for allowing, Allied Waste / Republic Services, the opportunity to bid the Disposal of waste from your facility Please find our proposal outlined below

ROLL OFF CONTAINERS	CHARGE PER HAUL
1 x 30yd TRASH emptied on call	**$201.60 per haul + tax & applicable fees** **$29.42 a ton disposal** **$181.44 Monthly Rental**
Delivery	**No delivery charge – container already there**

Sales Tax	**EXEMPT – certificate on file**
Environmental Fee (8 25%)	8 25%
Fuel Surcharge	15 90 % fluctuates monthly based on National Rate of Diesel Fuel
LaMarque Franchise Fee	5 %
Administrative Fee	$1 92 per Invoice

❖ Rates valid for 30 days.

If you have any questions, or if I can be of any assistance, please do not hesitate to call me directly at 713-539-0742

Best regards,

Lori Willson
Lori Willson—Allied Waste/Republic Services Commercial Sales Representative

REPUBLIC SERVICES

700686

ALLIED WASTE

6301 Brookglen Dr
Houston, TX 77017-6923

Account Summary

Account Number	3-0655-0004629
Invoice Date	October 31, 2011
Invoice Number	0655-600469930
Previous Balance	$622.87
Payments/Adjustments	-$622.87
Unpaid Balance	$0.00
Current Invoice Charges	$226.24

Pay This Amount

$226.24

Due By: 11/20/11

Contact Information

Customer Service (713) 948-7800

Important Information

Republic is a one stop shop for your Special Event. Portable Toilets, Trash Receptacles, Handwash Stations, Recycling, Dumpsters, and many more services are available through Republic for your Event needs. Contact us at 832.380.2127 for details

To pay on-line or sign up for convenient auto pay, go to: www.disposal.com

GALVESTON COUNTY PARKS

Invoice

Payments/Adjustments

Date	Description	Reference	Amount
10/24	Payment - Thank You	348546	-$622 87

Current Invoice Charges

Administrative Fee $1 92

Galveston County Parks <<30>> 4102 Fm 519 @ Carbide Park (L2) PO MULLER
La Marque, TX

1 - Rolloff (30 Yd) On Call Service (S1)

Date	Description	Reference	Quantity	Unit Price	Amount
10/31	Rental 10/01/11-10/31/11			$181 44	$181 44
	Total Fuel/Environmental Recovery Fee				$42 88
	Current Invoice Charges				$226.24

RECEIVED
NOV 9 2011
BY

226.24	0.00	0.00	0.00

I A

- Visit our website, www.disposal.com to make your payment electronically or to sign up for our convenient automatic payment plan.
- Please see reverse side for terms and conditions

ALLIED WASTE

6301 Brookglen Dr
Houston, TX 77017-6923

Please Return This Portion With Payment

Pay This Amount	$226.24
Account Number	3-0655-0004629
Invoice Date	October 31, 2011
Invoice Number	0655-600469930
Payment Due Date	November 20, 2011

Return Service Requested
025493-000001-000001-025493 2099458 2240ST03_S 3
GALVESTON COUNTY PARKS
EXTENSION SERVICE
PO BOX 1418
GALVESTON TX 77553-1418

Make Checks Payable To

ALLIED WASTE SERVICES #655
PO BOX 78829
PHOENIX, AZ 85062-8829

3085500048290000000469930000022624000022624 4

ALLIED WASTE

5301 Brookglen Dr
Houston, TX 77017-5923

A division of REPUBLIC SERVICES

Account Summary

Account Number	**3-0855-0004829**
Invoice Date	**November 30, 2011**
Invoice Number	**0855-000477844**
Previous Balance	**$226 24**
Payments/Adjustments	**$0 00**
Unpaid Balance	**$226 24**
Current Invoice Charges	**$231 54**

Pay This Amount

$457.78

Due By. 12/20/11

Contact Information

Customer Service **(713) 948-7600**

Important Information

The environmental recovery fee is being increased For more information please visit www disposal com and click on the "Fuel/Environmental Recovery Fee" link

Republic is a one stop shop for your Special Event Portable Toilets Trash Receptacles, Handwash Stations Recycling Dumpsters and many more services are available through Republic for your Event needs Contact us at 832 386 2327 for details

To pay on-line or sign up for convenient auto pay, go to www disposal.com

GALVESTON COUNTY PARKS

Invoice

Current Invoice Charges

Administrative Fee $1 92

Date	Description	Reference	Quantity	Unit Price	Amount
11/30	Late Fee				$5 00

Galveston County Parks <<30>> 4102 Fm 519 @ Carbide Park (L2) PO MULLER
La Marque, TX

1 - Rolloff (30 Yd) On Call Service (S1)

Date	Description	Reference	Quantity	Unit Price	Amount
11/30	Rental 11/01/11-11/30/11			$181 44	$181 44
	Total Fuel/Environmental Recovery Fee				$43 18
	Current Invoice Charges				**$231 54**

231 54	226 24	0 00	0 00

Past Due Balance $226 24

I A

- **Visit our website, www disposal com to make your payment electronically or to sign up for our convenient automatic payment plan**
- **Please see reverse side for terms and conditions**

ALLIED WASTE

5301 Brookglen Dr
Houston, TX 77017-5923

Please Return This Portion With Payment

Total Enclosed

Pay This Amount	**$457 78**
Account Number	**3-0855-0004829**
Invoice Date	**November 30, 2011**
Invoice Number	**0855-000477844**
Payment Due Date	**December 20, 2011**

☐ **For Billing Address Changes, Check Box and Complete Reverse**

Return Service Requested

GALVESTON COUNTY PARKS
EXTENSION SERVICE
PO BOX 1418
GALVESTON TX 77553-1418

Make Checks Payable To

ALLIED WASTE SERVICES #855
PO BOX 78829
PHOENIX, AZ 85062-8829

3085500048290000000477844000023154000045778 4

Check Processing In accordance with Federal Reserve Board guidelines, when you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution For further information visit www electronicpayments org or call 866-474-8275

If service is canceled during a billing cycle, the customer will remain responsible for all charges, fees and taxes through the end of the billing cycle There will be no proration of billing, and the customer will not be entitled to a refund for the period between the notice of termination and the end of the current billing cycle This provision will not apply if it is contrary to a current franchise agreement, municipal contract, or other written contract applicable to this account or is otherwise prohibited by law

The Company reserves the right to require that payment for services be made only by check, credit card or money order, unless otherwise required by contract or applicable law

BILLING ADDRESS CHANGE		
Address		
City	State	Zip
Phone	Alternate Phone	

ALLIED WASTE
5301 Brookglen Dr
Houston, TX 77017-6923

A Subsidiary of REPUBLIC SERVICES

Account Summary

Account Number	3-0855-0004829
Invoice Date	December 31, 2011
Invoice Number	0855-000486239
Previous Balance	$457.78
Payments/Adjustments	$0.00
Unpaid Balance	$457.78
Current Invoice Charges	$237.21

Pay This Amount

$694.99

Due By: 01/20/12

Contact Information

Customer Service (713) 948-7500

Important Information

Republic is a one stop shop for your Special Event. Portable Toilets, Trash Receptacles, Handwash Stations, Recycling, Dumpsters, and many more services are available through Republic for your Event needs. Contact us at 832.386.2327 for details

To pay on-line or sign up for convenient auto pay, go to: www.disposal.com

GALVESTON COUNTY PARKS

Invoice

Current Invoice Charges

Administrative Fee $1.92

Date	Description	Reference	Quantity	Unit Price	Amount
12/31	Late Fee				$6.87

Galveston County Parks <<30>> 4102 Fm 519 @ Carbide Park (L2) PO MULLER
La Marque, TX

1 - Rolloff (30 Yd) On Call Service (S1)

Date	Description	Reference	Quantity	Unit Price	Amount
12/31	Rental 12/01/11-12/31/11			$181.44	$181.44
	Total Fuel/Environmental Recovery Fee				$46.98
	Current Invoice Charges				**$237.21**

JAN 10 2012

237.21	231.54	226.24	0.00

Past Due Balance $457.78

I A

- **Visit our website, www.disposal.com to make your payment electronically or to sign up for our convenient automatic payment plan.**
- **Please see reverse side for terms and conditions**

ALLIED WASTE
5301 Brookglen Dr
Houston, TX 77017-6923

Please Return This Portion With Payment

Pay This Amount	$694.99
Account Number	3-0855-0004829
Invoice Date	December 31, 2011
Invoice Number	0855-000486239
Payment Due Date	January 20, 2012

Return Service Requested
008026-000001-000001-008026 2300520 2240ST03_S 3
GALVESTON COUNTY PARKS
EXTENSION SERVICE
PO BOX 1418
GALVESTON TX 77553-1418

Make Checks Payable To
ALLIED WASTE SERVICES #855
PO BOX 78829
PHOENIX, AZ 85062-8829

30855000482900000004862390000237210000694992

AGENDA ITEM #21a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request	2/7/12	**Department.**	General Government		
Renewal Contract	No	**Orgkey:**	2994299521	**Object Code.**	5481000
Contract Start Date·	2/7/2012	**Vendor:**	Ibis Engineering		
Contract End Date	N/A	**Vendor No**	712957	**Contract No:**	N/A
Description.	services - Mechanical Electrical Plumbing engineering for renovation to the Llewellyn Building for storm repair and Ca				
Contract # Issued By Purchasing·		CM12074	**Requested Legal Review·**		**Yes/No** NO

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
		$8,100					
Totals:		8,100	-	-	-	-	-

Total Cost $8,100

Approved By·	Date	Signature
Department Head·	1/20/2012	James D. Andersen
Purchasing Agent.	1/26/2012	Erica M
County Legal:	1/26/12	Nancy Bozeman
County Budget Office.	1/26/2012	

Form Number

County Architect

MEMO

Date. . . .. Tuesday, January 24, 2012

Addressed to:

Commissioners' Court Agenda . . . . Galveston County

Items:

1 Consider recommending award of a contract for Mechanical Electrical and Plumbing engineering services for the renovation of the Llewellyn Building to house the Care Here Clinic submitted by the County Architect

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

PO Box 55171
1119 Ball Street
Galveston, Texas 77555-5171
409 539 5548 ph

January 20, 2012

The Honorable Mark Henry
Galveston County Judge
772 Moody St
Galveston, Texas 77550
Ph. 409-766-2244

Dear Judge Henry,

Thank you for considering Ibis Engineering for the Mechanical, Electrical, and Plumbing design for the refurbishment of the existing Llewellyn Building, First Floor, West located at 2026 Sealy St , Galveston, TX 77550. The area of the portion of the building to be refurbished is approximately 3000 sqft. and will be occupied in accordance with IBC Sect 304 as Business Group B – clinic, outpatient. We have worked on similar construction projects and we will produce the necessary documents for construction in a timely manner.

It is our understanding that our scope of work will be as follows·

- Mechanical (HVAC).
  - Design an independent HVAC system for the 3000 sqft. outpatient clinic in the refurbished portion of the building

- Plumbing
  - Design the drain, waste, vent system for new plumbing fixtures.
  - New hot and cold water distribution system
  - Plumbing system design scope will for the 3000 sqft outpatient clinic in the refurbished portion of the building and will be to 5' outside of building

- Electrical
  - Design the electrical system for the 3000 sqft outpatient clinic in the refurbished portion of the building The electrical system will tie in to the existing building electrical system which will be designed, evaluated, and provided by others, or under a separate scope of work

- This proposal excludes fire protection and alarm systems, which may be required by the City of Galveston

- All design work will be performed in accordance with engineering standard practices.

Fire protection and alarm is by-others and is excluded from our scope We will work in conjunction with you to produce one set of schematic plans for owner review We will require electronic background drawings from you in dxf or dwg format, if available Upon your approval of the schematic plans, we will produce the required construction drawings and specifications necessary for final bidding, permitting, and construction, for our scope of work Note that project revisions during the construction documents phase, such as changes in scope of work or materials, redesign, etc , are not included and will be billed at our hourly rate, see attached Billing Statement Documents will be provided to you in electronic pdf format

Our fixed fee for the above scope and services is not to exceed **$8,100.00 (Eight Thousand One Hundred Dollars)** for all labor and reimbursable expenses set forth in the scope of work. Additional services will be charged at the hourly rates attached to this agreement

Project Consultants such as Land Surveyors, Soil Survey, Geotechnical, Underground Utility Surveyors, Com Check certification and inspections, and LEED AP are not included in our fees, nor are permitting fees or any electrical or municipal utility related fees Further any utilities not specifically addressed in the above work statement are not included. These utilities can include but are not limited to fire protection, irrigation systems, communications, and gas lines. Travel outside of the Galveston County area is excluded from our costs

We are available to provide construction bid negotiation, bid review, and to prepare bid tabs We are also available during the construction phase to provide construction administration services. We will provide these services on an hourly basis, upon your request

I am enclosing as Exhibit "A" a list of our standard hourly rates as well as reimbursable expenses and billing information. If you are in agreement, please sign this proposal to indicate your acceptance. In order to begin work on your project we will need the following items

1. A signed copy of this proposal
2. A meeting with you to review our project scope

The General Contractor/Builder shall be required to direct and supervise the Work. The means, methods, techniques, sequences and procedures, and coordination of all portions of the Work shall fall under the sole responsibility of the General Contractor/Builder. Ibis Engineering will not be responsible for existing conditions or buried underground items that may cause conflicts with the planned work. This proposal is good for six weeks of the date of this letter This proposal is provided for informational purposes and shall not be considered a firm offer, pending execution and approval of a written agreement

We understand that your designated representative for requesting additional services under this agreement is your County Architect

Again, thank you for considering Ibis Engineering

Sincerely,

Janet Hoffman, PE
President, Ibis Engineering
TBPE Firm No F-11156

Approved Mark Henry, Galveston County Judge

Date February 7, 2012

Attest. Dwight D. Sullivan, County Clerk

Exhibit "A"

Ibis Engineering Billing Procedure and Hourly Rates

Fee structure options:

1. Hourly time billing
2 Fixed fee
3 Per diem

Schedule of Hourly Services:

1. Engineering· $135/hour
2. Drafting, $85/hour

Reimbursable expenses:

1. Travel and travel related expenses, billed at cost
2. Drawing reproduction, postage, shipping, packaging, billed at cost +15%
3. Consultant costs, billed at cost +10%.

Billing procedures:

Statements of service and reimbursable expenses are bill monthly and are due in accordance with the terms and provisions of the Texas Prompt Payment Act. Statements for additional services are billed separately. A finance charge of 1 5% per month will be chard on past due accounts. If overdue payments fall more than 30 days behind, Ibis Engineering's services will cease until payment has been made in full

AGENDA ITEM #22a

NO

BACK – UP

PROVIDED

AGENDA ITEM #23a

HALFF

January 18, 2012
Halff's Project Number (AVO). 27068

Mr. Mike Fitzgerald, PE
Galveston County
722 Moody, 1st Floor
Galveston, TX 77550

RE. Amendment Number 5

Dear Mr. Fitzgerald.

Our proposal for amendment number 5 for the Stewart Road project is $ 37,995 00 Please see exhibits "A" and "B" for the detail services provided. All design activities of the water line will be completed within 30 days from receiving NTP from the County

Original Amount	$771,478
Amendment Number 1	$ 5,000
Amendment Number 2	$ 64,000
Amendment Number 3	$254,724
Amendment Number 4	$3,500 00
Amendment Number 5	$37,995.00
Revised Contract	$1,136,697

Sincerely,

Maen Hourani, P E
Project Manager
HALFF ASSOCIATES, INC

By _____
Mark Henry
County Judge

Attest: _____ Date: 2/7/12
Dwight Sullivan
County Clerk

HALFF ASSOCIATES, INC
3701 KIRBY DRIVE SUITE 860 TEL (713) 523 7 51 WWW.HALFF.COM
HOUSTON TX 77098 3916 FAX (713) 523 4373

EXHIBIT A

SERVICES TO BE PROVIDED BY THE ENGINEER

Preliminary Services

Review existing materials and reports obtained from the City of Galveston Utilize the existing SUE information in the development of design plans and a specification for this project which includes, but not limited to the following

a) Existing survey data
b) Existing water and sewer Maps
c) Existing GIS data for the water and the sewer infrastructure
d) Existing detailed water/wastewater construction drawing sheets
e) As-built records
f) Galveston Water/Wastewater Standard detail sheets
g) Texas Commission on Environmental Quality (TCEQ) water/wastewater construction

Design Services

The following will be included as a minimum

a) Design and coordinate with other utility companies to ensure proper clearance for the proposed alignment
b) Preparations of any special Storm Water Pollution Prevention Plan (SWP3) for the construction activities within the project limits consistent with City of Galveston guidelines
c) Preparation of construction drawings and technical specifications required for the water line project and Standard Bid Items and other applicable state and local regulations, requirements and guidelines

Final Design Deliverables

The Design Consultant shall prepare construction plans The plans shall be in conformance with all applicable Standards, Policies, Criteria, etc , adequate to advertise for construction bids Final deliverables shall include but not be limited to the following.

d) Prepare final design plan sheets
e) Utilize existing project layout control showing pertinent survey data on the plan sheets and all pertinent construction notes
f) Finalize special design considerations and locations of appurtenances
g) Finalize conduit plan/profile - Identify locations of all conflicts - Adjust horizontal and vertical alignment to optimize hydraulics, eliminate conflicts and maximize utility clearance
h) Finalize plan for water relocations, other utility relocations and adjustments and identify special considerations and methods
i) Storm water pollution prevention plan (SW3P) for the construction activities within the project limits
j) Trench safety design plans if required for the construction
k) Review and adjust Traffic control as required for construction activities within project limits
l) Provide the required sets of final plans, specifications and bid item take-offs for the contractor

Contract Services

Provide the following contract services

a) Prepare cost estimate and Bid Item tabulations
b) Deliver the original drawings and specifications with the postings to the County Engineer

Utility Coordination Services

The consultant shall provide the following contract services

1) Public and Individual meetings with Utilities
2) Review of Utilities proposed adjustments
3) Identify locations of all conflicts - Adjust horizontal and vertical alignment to eliminate conflicts and maximize utility clearance

GALVESTON COUNTY BOND PROGRAM
Stewart Rd
City of Galveston
HALFF ASSOCIATES, INC
Exhibit "B"

TASK/DESCRIPTION	PROJECT MANAGER	MID-LEVEL DESIGN ENGINEER	Design Engineer	DRAINAGE ENGINEER	TRAFFIC ENGINEER	SURVEY MANAGER	SURVEY FIELD CREW	CADD / SURVEY TECH	ADMIN ASSIST	TOTAL MAN-HOURS	SUB CONSULTANT COST	TOTAL COST FOR TASK (INCL MULT'S)
Billing Rates	$198 00	$92 00	$105 00	$95 00	$117 00	$135 58	$96 84	$82 64	$70 37			
8" Water Line design (Plan View Only)	2		40					8		50		$5,257
Review impact of Water Line adjustment to Traffic Control					36					36		$4,212
Review and adjust cross sections			24					8		32		$3,181
Recalculate Quantities and adjust construction cost estimate	2	16								18		$1,868
Coordination with AT&T / CFA & Utility Companies	48		40					4	16	108		$15,161
Coordination and Plan adjustment with the City of Galveston	8									8		$1,584
Sewer Line adjustment and design	4		24	36						64		$6,732
TOTAL HOURS	64	16	128	36	36	-	-	20	16	316		
Total Engineering Fees	$12,672	$1,472	$13,440	$3,420	$4,212			$1,653	$1,126			$37,995

AGENDA ITEM #23b

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
Paving and Drainage Improvements for Louisiana Avenue

Owner Galveston County
Contractor Angel Brothers Enterprises, Ltd
Engineer McDonough Engineering Corporation

Contract Number C109995
Purchase Order Number ~~C001588~~
Bid Number B111043

Work Being Changed

DELETIONS
Items for Paving and Water Line as noted on the following pages

ADDITIONS
Items for Water Line, Sanitary Sewer and Drainage as noted on the following pages

CHANGE IN CONTRACT PRICE	
Original Contract Price	$5,306,986 40
Net Change From Previous Change Orders	$0
Contract Price Prior To This Change Order	$5,306,986 40
Net Increase/Decrease Of This Change Order	($100,060 00)
Contract Price With All Approved Change Orders	$5,206,926 40

CHANGE IN CONTRACT TIME	
Original Contract Time	425 Days
Net Change From Previous Change Orders	0 Days
Contract Time Prior To This Change Order	0 Days
Net Increase/Decrease Of This Change Order	0 Days
Contract Time With All Approved Change Orders	425 Days

RECOMMENDED

By _____ Date 1/18/12
Engineer (Consultant)

By _____ Date 1/18/2012
Acting City Manager (City of League City)

By _____ Date 1/20/2012
Engineer (County Engineer)

APPROVED,
County Of Galveston

By _____ Date 2/7/12
Mark Henry, County Judge

Attest _____
Dwight Sullivan, County Clerk

ACCEPTED
Contractor

By _____ Date _____
Contractor (Authorized Signature)

_____
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 1
Paving and Drainage Improvements for Louisiana Avenue

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No	Spec Item No	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
SECTION II PAVING									
-	360	Remove tine finish from 8-inch Reinforced Concrete Pavrnement	L S	$6,105 00	0.00	$0 00	1 00	$6,105.00	-$6,105 00
-	360	Remove the dowel bars w/wire basket assemblies at the transverse contraction joints	L.S.	$40,340.00	0.00	$0 00	1 00	$40,340.00	-$40,340 00
SECTION V WATER LINE									
95	SS400	8-inch Water Line by Open-Cut	LF	$30.00	4,000 00	$120,000 00	0 00	$0.00	-$120,000 00
-	SS400	8-inch Water Line by Open-Cut	LF	$37 00	0.00	$0 00	1,650 00	$61,050.00	$61 050 00
96	SS400	8-inch Water Line by Augering	LF	$46 00	886 00	$40 756 00	701 00	$32,246 00	-$8,510 00
-	SS400	2-inch PVC Sleeves for Future Water Services, including 90 degree bends with caps	LF	$11 00	0.00	$0.00	220 00	$2,420 00	$2,420 00
-	SS400	6-inch x 12-inch TS&V with Box	EA	$5,450.00	0 00	$0.00	1 00	$5,450.00	$5,450.00
98	SS400	8-inch x 12-inch TS&V with Box	EA	$5,600.00	2 00	$11,200.00	1 00	$5,600.00	-$5,600.00
99	SS400	6-inch x 24-inch TS&V with Box	EA	$6,000.00	2 00	$12,000.00	8 00	$48,000.00	$36,000.00
100	SS400	8-inch x 24-inch TS&V with Box	EA	$6,800.00	3.00	$20,400.00	1.00	$6,800 00	-$13,600 00
103	SS400	6-inch Water Line Lead for Fire Hydrant by Open Cut or Pipe Augering	LF	$27 00	144 00	$3,888.00	14 00	$378 00	-$3,510.00
104	SS400	Fire Hydrant Assembly Including 6-inch Gate Valve w/Box	EA	$3,550.00	12.00	$42,600.00	2 00	$7,100 00	-$35,500 00
-	SS400	Fire Hydrant Assembly Excluding 6-inch Gate Valve w/Box	EA	$3,050.00	0 00	$0 00	10 00	$30,500 00	$30,500.00

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
Paving and Drainage Improvements for Louisiana Avenue

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No	Spec Item No	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
105	SS400	12-inch HDPE Waterline Casing Pipe by Open Cut or Augering	LF	$62 00	80 00	$4,960.00	0.00	$0 00	-$4,960.00
106	SS400	15-inch HDPE Waterline Casing Pipe by Open Cut or Augering	LF	$80.00	245.00	$19,600.00	60.00	$4,800 00	-$14,800.00
SECTION VI SANITARY SEWER									
108	SS500	8-inch Sanitary Sewer Line by Open Cut	LF	$40 00	4,231.00	$169,240.00	4,241 00	$169,640.00	$400.00
114	SS500	4-Foot Diameter Precast Sanitary Manhole	EA	$2,000 00	19.00	$38,000 00	20 00	$40,000.00	$2,000 00
-	SS500	Cement Stabilized Sand for Construction of 8-inch PVC Sanitary Sewer Under Pavement	Ton	$17.50	0.00	$0 00	824 00	$14,420 00	$14,420 00
-	SS500	6-inch Sanitary Sewer Stack with 6-inch plug	EA	$250.00	0 00	$0.00	1 00	$250 00	$250.00
-	SS500	8"x 6" Sanitary Sewer Tee	EA	$150.00	0 00	$0.00	1 00	$150 00	$150.00
SECTION VIII DRAINAGE									
128	464	Furnish and Install 18-inch RCP	LF	$45.00	96.00	$4,320 00	101 00	$4,545 00	$225.00
		TOTAL							-$100,060.00

Notes

1 Galveston County Resposibility this Change Order ($46,220 00)
2 City of League City Responsibility this Change Order ($53,840 00)
3 This change order is a result of Work Change Directive Nos. 1-4

GALVESTON COUNTY ENGINEER'S OFFICE
WORK CHANGE DIRECTIVE

No. 1

PROJECT: Paving and Drainage Improvements for Louisiana Avenue

DATE OF ISSUANCE: November 16, 2011 **EFFECTIVE DATE:** November 16, 2011

OWNER: Galveston County

OWNER'S CONTRACT NO: PO C001588

CONTRACTOR: Angel Brothers Enterprises **ENGINEER:** McDonough Engineering Corporation

You are directed to proceed with the following change(s).

Description: Delete the proposed 8-inch waterline from the project from Webster St south to Hewitt Street.

Purpose of Work Change Directive: To instruct the contractor to delete the proposed 8-inch waterline from Webster St south to Hewitt Street. Only the completed waterline items and quantities will be paid. The attached RFI No. 3 shows the items deleted and added.

Attachments: (List documents supporting change): RFI No. 3

If the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

***Method of determining change in* Contract Price:**

X **Unit Prices**

☐ **Lump Sum**

☐ **Other** _____

Estimated increase in Contract Price:
Not to exceed: N/A – Decrease in Contract Price
If the change involves an increase, the estimated amount is not to be exceeded without further *written authorization.*

Method of determining change in Contract Times:

☐ **Contractor's records**

☐ **Engineer's records**

X **Other** N/A – No Change in Contract Time

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days
Ready for final payment: 0 days
If the change involves an increase, the estimated *times are not to be exceeded without further* written authorization.

RECOMMENDED:

ENGINEER **DATE**

AUTHORIZED:

CITY REPRESENTATIVE **DATE** 11/17/11

ACCEPTED:

CONTRACTOR **DATE**

AUTHORIZED:

OWNER REPRESENTATIVE **DATE**

REQUEST FOR INFORMATION (RFI)

Contractor RFI #: 3 (REV)

Date: 11/14/2011

OWNER: Galveston County

PROJECT: Paving & Drainage Improvements for Louisiana Avenue

RFI TITLE: 8" PVC Waterline Changes from Webster Street to Hewitt Street

CONTRACTOR:	Angel Brothers Enterprises, Ltd.	Project Manager:	Robert Carter
TEL:	281-421-5721	MOBILE:	713-410-2770
FAX:	281-421-5796	E-MAIL:	robertc@angelbrothers.com
CONSULTANT:	McDonough Engineering Corp.	Project Manager:	Javier Casas, P.E.
TEL.	713-975-9990	MOBILE:	
FAX:		E-MAIL:	javierc@metx.com

APPLICABLE SPECIFICATION SECTIONS AND DRAWING SHEETS:

Project Manual Sec. _____ Specification Sec. _____ DWG SHEET NO'S 24 - 32

Bid Item No. _____

DESCRIPTION OF PROBLEM OR QUESTION: Sketch Attached. Yes No

The City of League City has decided to delete the proposed 8" PVC waterline along the West ROW from Webster Street to Hewitt Street. The fire hydrants that are shown along the West ROW within these limits will be relocated to the East side of the road and will require a new 24" X 6" TS&V in order to tie-in to the existing 24" waterline. The relocated fire hydrants along the East ROW will not include a 6" gate valve. The required fittings & valves for the water line are incidental to the overall price per lineal foot. The quantity of 8" waterline that will remain in the contract has more fittings & valves than the section of water line that is being removed. Contractor requests a "new" contract price for the remaining 8" PVC water line due to the number of "incidental" fittings & valves that will be installed on the revised quantity of work. See attached "revised" pricing and contract items affected by the 8" PVC water line reduction (Attachment "A").

Answer requested by (Date): 11/14/2011

CHANGE IN THE PROJECT COST?	YES	X	NO		AMOUNT ($73,480.00)
CHANGE IN THE PROJECT SCHEDULE?	YES		NO		AMOUNT

Robert Carter Robert Carter, Vice President — 11-14-11

SIGNATURE OF CONTRACTOR REPRESENTATIVE — DATE

CONSULTING ENGINEER RESPONSE:

The consulting engineer concur's with the Contractor's understanding of the requested waterline changes and with the deducted bid items and added new items and their unit pricing as shown in the attachment. Only the installed waterline items will be paid as verified by the inspector

SIGNATURE OF CONSULTING ENGINEER — DATE

ATTACHMENT "A"

Project: Louisiana Avenue Paving & Drainage

Owner: Galveston County

Engineer: McDonough Engineering Corp.

Contractor: *Angel Brothers Enterprises, Ltd.*

Subject: Summary of Work Items Associated with RFI #3 (REV) (11-14-11)

Item No.	Item Description	Qty.	Unit	Unit Price	Total
	DEDUCT ITEMS (EXISTING CONTRACT ITEMS):				
95	8" WATERLINE BY OPEN CUT	-4000	LF	$30 00	-$120,000 00
96	8" WATERLINE BY PIPE AUGERING	-185	LF	$46.00	-$8,510 00
98	8" X 12" TS&V W/BOX	-1	EA	$5,600 00	-$5,600 00
100	8" X 24" TS&V W/BOX	-2	EA	$6,800 00	-$13,600 00
103	6" WATERLINE LEAD FOR FIRE HYDRANT	-130	LF	$27 00	-$3,510 00
104	FIRE HYDRANT ASSEMBLY INCL 6" GV&B	-10	EA	$3,550 00	-$35,500 00
105	12" HDPE WATERLINE CASING PIPE BY OPEN CUT OR AUGER	-80	LF	$62 00	-$4,960 00
106	15" HDPE WATERLINE CASING PIPE BY OPEN CUT OR AUGER	-185	LF	$80 00	-$14,800 00
	ADD ITEMS (EXISTING CONTRACT ITEMS):				
99	6" X 24" TS&V W/BOX	6	EA	$6,000 00	$36,000 00
	ADD ITEMS (NEW CONTRACT ITEMS):				
	8" WATERLINE BY OPEN CUT	1650	LF	$37 00	$61,050 00
	6" X 12" TS&V W/BOX	1	EA	$5,450 00	$5,450 00
	FIRE HYDRANT ASSEMBLY (WITHOUT 6" GV&B)	10	EA	$3,050 00	$30,500 00
	TOTAL ADD/DEDUCT TO CONTRACT:				-$73,480.00

GALVESTON COUNTY ENGINEER'S OFFICE
WORK CHANGE DIRECTIVE

No. 2

PROJECT: Paving and Drainage Improvements for Louisiana Avenue

DATE OF ISSUANCE: December 16, 2011 EFFECTIVE DATE: December 16, 2011

OWNER: Galveston County

OWNER'S CONTRACT NO: PO C001588

CONTRACTOR: Angel Brothers Enterprises ENGINEER: McDonough Engineering Corporation

You are directed to proceed with the following change(s):

Description: Relocation of Proposed 8-inch Sanitary Sewer Line. Revision of the storm sewer at the southeast corner of Webster and Louisiana Addition of 2-inch PVC sleeves. Addition of Sanitary Sewer Manhole with stub.

Purpose of Work Change Directive: To instruct the contractor to relocate the proposed 8-inch sanitary sewer line from Sta. 81+69.48 to Sta. 89+70 (Sheets 30 to 32). The attached RFI Nos. 2 and 6.1 and the revised drawings discuss and show the relocated line and the addition of four 2-inch PVC sleeves (Sheets 19, 27, 31, and 32). The revised drawings also show the revised storm sewer at the southeast corner of Webster and Louisiana Avenue (Sheet 24) and the addition of a sanitary sewer manhole with 8-inch sanitary sewer extension, stack and tee at Sta. 24+44.21 LT (Sheet 19).

Attachments: (List documents supporting change): RFI Nos. 2 and 6.1, Revised Drawings (Sheets 19, 24, 27, 30, 31 and 32)

If the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

X Unit Prices

☐ Lump Sum

X Other Additional Items not in Bid

Estimated increase in Contract Price:
Not to exceed: $19,865.00
If the change involves an increase, the estimated amount is not to be exceeded without further written authorization.

Method of determining change in Contract Times:

☐ Contractor's records

☐ Engineer's records

X Other N/A – No Change in Contract Time

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days
Ready for final payment: 0 days
If the change involves an increase, the estimated times are not to be exceeded without further written authorization.

RECOMMENDED:

ENGINEER — DATE 12/16/11

AUTHORIZED:

CITY REPRESENTATIVE — DATE 12/20/11

ACCEPTED:

CONTRACTOR — DATE

AUTHORIZED:

OWNER REPRESENTATIVE — DATE

REQUEST FOR INFORMATION (RFI)

Contractor RFI #: 6.1

Date: 12/15/2011

OWNER: Galveston County

PROJECT: Paving & Drainage Improvements for Louisiana Avenue

RFI TITLE: Relocate proposed 8" sanitary sewer line, 2" PVC sleeves, etc.

CONTRACTOR: Angel Brothers Enterprises, Ltd.	Project Manager: Robert Carter
TEL: 281-421-5721	MOBILE: 713-410-2770
FAX: 281-421-5798	E-MAIL: robertc@angelbrothers.com
CONSULTANT: McDonough Engineering Corp.	Project Manager: Javier Casas, P.E.
TEL: 713-975-9990	MOBILE:
FAX:	E-MAIL: javierc@metx.com

APPLICABLE SPECIFICATION SECTIONS AND DRAWING SHEETS:

Project Manual Sec. _____ Specification Sec. _____ DWG. SHEET NO'S 30,31,32 Rev. 1

Bid Item No. _____

DESCRIPTION OF PROBLEM OR QUESTION: Sketch Attached: Yes [ ] No [X]

Angel Brothers, City of League City and McDonough Engineering representatives met onsite last week, 11-22-11, to observe the horizontal alignment of the proposed 8" PVC sanitary sewer line from STA 81+69 to STA. 89+70 along the west ROW The following conditions were observed:

1 The existing power poles lie directly in-line with the proposed 8" sanitary sewer line (5 locations)
2 The proposed storm sewer runs along the west ROW within the limits of this segment of 8" sanitary sewer Also, the storm sewer inlets are Type B-8' with an RCP stub out to the proposed storm manholes Based on the diameter of the storm sewer (42" - 36" RCP) and cement sand bedding, there is not enough room to construct the 8" sanitary sewer line as shown.

Contractor offers the following unit price for the additional cement stabilized sand backfill required to construct the 8" sanitary sewer line under the pavement as per McDonough Engineering plan sheets 30,31,32 (Rev 1) Also, we have included a unit price for 2" PVC sleeves *to facilitate future water services. Additional pricing as requested by McDonough Engineering to facilitate sanitary sewer service to private residence at STA 24+44, 40' left.*

ADD ITEMS.

1	Additional cement stabilized sand for construction of 8" PVC sanitary sewer under pavement	824 TON @ $17 50	$14,420 00
2	2" PVC sleeves for future water services, including 90 degree bends with caps	220 LF @ $11 00	$2,420 00
3	6" sewer stack w/plug (approx STA. 24+44, 44' left)	1 EA @ $250 00	$250.00
4	8X6 tee (approx STA 24+44, 44' left)	1 EA @ 150 00	$160 00

Answer requested by (Date): 12/15/2011

CHANGE IN THE PROJECT COST?	YES [X]	NO [ ]	AMOUNT	$17,240 00
CHANGE IN THE PROJECT SCHEDULE?	YES [ ]	NO [ ]	AMOUNT	

Robert Carter
SIGNATURE OF CONTRACTOR REPRESENTATIVE

12-15-2011
DATE

CONSULTING ENGINEER RESPONSE:

The engineer concurs with the contractor's statements above for the following: 1)additional cement stabilized sand for construction of the 8-inch sanitary sewer under the pavement from Sta 81+69.48 to Sta. 89+70; 2) four 2-inch PVC sleeves; and 3)the addition of a sanitary manhole at Sta. 23+44.21 (LT) with 8-inch sewer lead, stack, and 8"x6" tee. Additionally, this WCD includes revisions to the 18-inch RCP storm sewer at southeast corner of Louisiana Ave. and Webster St. Cost information is attached. This RFI is part of WCD No. 2.

Javier Casas
SIGNATURE OF CONSULTING ENGINEER

12/15/11
DATE

Work Change Directive No. 2

Project: Louisiana Avenue Paving and Drainage Improvements
Owner: Galveston County
Engineer: McDonough Engineering Corp.
Contractor: Angel Brothers Enterprises, Ltd.

Item No.	Item Description	Unit	Quantity	Unit Price	Total
Item No.	**ADD ITEMS (EXISTING CONTRACT ITEMS):**				
108	8-Inch Sanitary Sewer Line by Open Cut	LF	10	$ 40.00	$400.00
114	Sanitary Sewer Manhole	EA	1	$ 2,000 00	$2,000 00
128	18-Inch RCP	LF	5	$ 45 00	$225.00
				Subtotal	$2,625 00
	ADD ITEMS (NEW CONTRACT ITEMS*):				
-	Cement Stabilized Sand for Construction of 8-inch PVC Sanitary Sewer Under Pavement	Ton	824	$ 17 50	$14,420.00
-	2-Inch PVC Sleeves for Future Water Services, Including 90 degree bends with caps	LF	220	$ 11 00	$2,420 00
-	6-Inch Sanitary Sewer Stack with 6-Inch plug	EA	1	$ 250.00	$250 00
-	8" x 6" Sanitary Sewer Tee	EA	1	$ 150 00	$150 00
				Subtotal	$17,240 00
				Total	$19,865.00

* New Contract Items are from RFI No 6 1

REQUEST FOR INFORMATION (RFI)

Contractor RFI #: 2

Date: 11/8/2011

OWNER: Galveston County

PROJECT: Paving & Drainage Improvements for Louisiana Avenue

RFI TITLE: Sanitary sewer conflict with existing decorative fences & power poles

CONTRACTOR: Angel Brothers Enterprises, Ltd.	Project Manager: Robert Carter
TEL: 281-421-5721	MOBILE: 713-410-2770
FAX: 281-421-5706	E-MAIL: robertc@angelbrothers.com
CONSULTANT: McDonough Engineering Corp.	Project Manager: Javier Casas, P.E.
TEL: 713-975-9990	MOBILE:
FAX:	E-MAIL: javierc@metx.com

APPLICABLE SPECIFICATION SECTIONS AND DRAWING SHEETS:

Project Manual Sec. _____ Specification Sec _____ DWG. SHEET NO'S 30,31,32

Bid Item No. _____

DESCRIPTION OF PROBLEM OR QUESTION. Sketch Attached: Yes / No

Contractor has staked the proposed sanitary sewer along the west ROW from STA. 81+69.48 to STA. 89+/0 The proposed alignment of this section of 8" PVC sanitary sewer lies directly along the existing fences. Some of the fences are a decorative style of material (one is a plastic fence and another is a steel fence). Additionally, there are (4) existing Texas-New Mexico power poles that lie within the limits of the proposed 8" sanitary sewer. Contractor offers the following options to be considered to eliminate relocation of the new fences within the limits described above:

1 Move the proposed 8" sewer line closer to the road. In order to accomplish this alignment the storm sewer will need to be installed under the new paving.
2. League City is considering deleting the proposed 8" water along the west ROW between Austin and Hewitt Street. If this happens, maybe the proposed 8" sanitary sewer could be placed within the 10' utility easement along the west ROW where the 8" water line was designed to be installed

Please review and advise of your recommendation

Answer requested by (Date): 11/8/2011

CHANGE IN THE PROJECT COST?	YES		NO		AMOUNT
CHANGE IN THE PROJECT SCHEDULE?	YES		NO	X	AMOUNT

Robert Carter, Vice President — 11-8-11

SIGNATURE OF CONTRACTOR REPRESENTATIVE — DATE

CONSULTING ENGINEER RESPONSE:

The sanitary sewer line in conflict and referenced in the description above was relocated under pavement as shown in revised drawings, Sheets 30 to 32, and provided to the Contractor on November 29, 2011.

Cost difference is to be determined.

Javier Casas — 11/30/11

SIGNATURE OF CONSULTING ENGINEER — DATE

GALVESTON COUNTY ENGINEER'S OFFICE
WORK CHANGE DIRECTIVE

No 3

PROJECT: Paving and Drainage Improvements for Louisiana Avenue

DATE OF ISSUANCE: December 15, 2011 **EFFECTIVE DATE:** December 15, 2011

OWNER: Galveston County

OWNER'S CONTRACT NO: PO C001588

CONTRACTOR: Angel Brothers Enterprises **ENGINEER:** McDonough Engineering Corporation

You are directed to proceed with the following change(s):

Description: Remove tine finishing procedure from the construction of the 8-inch reinforced concrete pavement for Louisiana Avenue (Bid Item No 41).

Purpose of Work Change Directive: To instruct the contractor to remove the tine finishing procedure from the construction of the 8-inch reinforced concrete pavement for Louisiana Avenue (Bid Item No. 41). A credit of $6,105.00 will be applied to the project.

Attachments: (List documents supporting change): RFI No 7 "REV"

If the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

☐ Unit Prices

☐ Lump Sum

X Other Amount Provided by Contractor

Estimated increase in Contract Price:
Not to exceed: Credit of $6,105.00.
If the change involves an increase, the estimated amount is not to be exceeded without further written authorization.

Method of determining change in Contract Times:

☐ Contractor's records

☐ Engineer's records

X Other N/A – No Change in Contract Time

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days
Ready for final payment: 0 days
If the change involves an increase, the estimated times are not to be exceeded without further written authorization.

RECOMMENDED:

Javier Cano — 12/19/2011
ENGINEER **DATE**

AUTHORIZED:

[signature] — 12/20/11
CITY REPRESENTATIVE **DATE**

ACCEPTED:

CONTRACTOR **DATE**

AUTHORIZED:

OWNER REPRESENTATIVE **DATE**

REQUEST FOR INFORMATION (RFI)

Contractor RFI #: 7 "REV"

Date: 12/13/2011

OWNER: Galveston County

PROJECT: Paving & Drainage Improvements for Louisiana Avenue

RFI TITLE: 8" Reinforced Concrete Pavement - Tine Finishing

CONTRACTOR: Angel Brothers Enterprises, Ltd.	Project Manager: Robert Carter
TEL: 281-421-5721	MOBILE: 713-410-2770
FAX: 281-421-5796	E-MAIL: robertc@angelbrothers.com
CONSULTANT: McDonough Engineering Corp.	Project Manager: Javier Casas, P.E.
TEL: 713-975-9990	MOBILE:
FAX.	E-MAIL: javierc@metx.com

APPLICABLE SPECIFICATION SECTIONS AND DRAWING SHEETS:

Project Manual Sec. TXDOT Specification Sec. 360.3.D 2 DWG. SHEET NO'S

Bid Item No. 41

DESCRIPTION OF PROBLEM OR QUESTION: Sketch Attached: Yes NO

Contractor request the tine finishing to be waived from construction of the 8" Reinforced Concrete Paving, exclusive of any 8" concrete paving work within the limits of the FM 518 right of way. The intended use of this roadway is regarded as a rural collector street with a low design speed (35 - 40 MPH). Tine finishing is more commonly used on the farm to market (FM), state highway (SH) and interstate highway (IH) paving projects. Additionally, most of the recent projects of this nature within Galveston County have not been constructed with a tine finish.

Please advise if the tine finishing procedure can be waived from construction of the 8" Reinforced Concrete Paving, exclusive of any 8" concrete paving within the FM 518 right of way.

NOTE,
Based on several field conditions (i.e. maintaining a single lane of traffic southbound with concrete traffic barriers and lack of suitable work space outside the proposed back of curb) Contractor did not consider using a "self-propelled transverse tine finishing machine" during the bidding process. Contractor planned to perform the tine finishing by hand. There is additional labor required to perform this tine finish work manually as opposed to a more traditional burlap drag finish. Contractor hereby offers a credit of ($6,105.00) for deleting the tine finish work by hand finishing, exclusive of any 8" concrete paving within the FM 518 ROW.

Answer requested by (Date): 11/13/2011

CHANGE IN THE PROJECT COST?	YES X	NO	AMOUNT	($6,105.00)
CHANGE IN THE PROJECT SCHEDULE?	YES	NO X	AMOUNT	

SIGNATURE OF CONTRACTOR REPRESENTATIVE — DATE 12-13-2011

CONSULTING ENGINEER RESPONSE:

The tine finish procedure can be removed from the construction of the 8-inch reinforced concrete pavement for Louisiana Avenue (Bid Item No. 41 only).

A credit of $6,105.00 will be applied to the project.

SIGNATURE OF CONSULTING ENGINEER — DATE 12/15/11

GALVESTON COUNTY ENGINEER'S OFFICE
WORK CHANGE DIRECTIVE

No. 4

PROJECT: Paving and Drainage Improvements for Louisiana Avenue

DATE OF ISSUANCE: December 22, 2011 **EFFECTIVE DATE:** December 22, 2011

OWNER: Galveston County

OWNER'S CONTRACT NO: PO C001588

CONTRACTOR: Angel Brothers Enterprises **ENGINEER:** McDonough Engineering Corporation

You are directed to proceed with the following change(s):

Description: Delete the dowel bars with wire basket assemblies from the transverse contraction joints for the 8-inch reinforced concrete pavement

Purpose of Work Change Directive: To instruct the contractor to delete the dowel bars with wire basket assemblies from the transverse contraction joints for the 8-inch reinforced concrete pavement.

Attachments: (List documents supporting change): RFI Nos. 4 and 4.2.

If the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

☐ Unit Prices

☐ Lump Sum

X Other Amount Provided by Contractor

Estimated increase in Contract Price:
Not to exceed: Deduct of $40,340.00
If the change involves an increase, the estimated amount is not to be exceeded without further written authorization.

Method of determining change in Contract Times:

☐ Contractor's records

☐ Engineer's records

X Other N/A – No Change in Contract Time

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days
Ready for final payment: 0 days
If the change involves an increase, the estimated times are not to be exceeded without further written authorization.

RECOMMENDED:

ENGINEER — DATE: 12/22/2011

AUTHORIZED:

Rich Olla, P.E. — CITY REPRESENTATIVE — DATE: 12/21/11

ACCEPTED:

CONTRACTOR — DATE

AUTHORIZED:

OWNER REPRESENTATIVE — DATE

REQUEST FOR INFORMATION (RFI)

Contractor RFI #: 4

Date: 11/16/2011

OWNER: Galveston County

PROJECT: Paving & Drainage Improvements for Louisiana Avenue

RFI TITLE: 8" Reinforced Concrete Pavement - Transverse Contraction Joints

CONTRACTOR:	*Angel Brothers Enterprises, Ltd.*	**Project Manager:**	Robert Carter
TEL:	281-421-5721	MOBILE.	713-410-2770
FAX	281-421-5796	E-MAIL.	robertc@angelbrothers.com
CONSULTANT:	McDonough Engineering Corp.	**Project Manager:**	Javier Casas, P.E.
TEL:	713-975-9990	MOBILE.	
FAX		E MAIL:	javierc@metx.com

APPLICABLE SPECIFICATION SECTIONS AND DRAWING SHEETS:

Project Manual Sec. _____ Specification Sec. _____ DWG SHEET NO'S 12, 144

Bid Item No 41

DESCRIPTION OF PROBLEM OR QUESTION. Sketch Attached Yes ☐ No ☒

Contractor requests the following clarifications regarding the 8" Reinforced Concrete Paving

1 The transverse contraction joints (see SHT 144, pavement detail layout, Section X X) are shown at 15'-0" joint spacing This joint also requires 1" X 18" smooth dowel bars @ 12" C-C and a sawed joint on top of the new pavement Addendum #1 clarified the pavement design as being jointed reinforced concrete pavement with expansion joints spaced at a maximum of 60'-0" Typically, the transverse contraction joints do not require dowel bars when using a jointed reinforced concrete pavement design

A. Can the dowel bars be deleted based on the pavement design being jointed reinforced concrete pavement?

B If the dowel bars are required can they be attached to the longitudinal reinforcing steel? This would eliminate the use of the welded wire basket assemblies

Please review and advise if either of the above requests are an acceptable 'alternate' method of construction for this item of work

Answer requested by (Date): 11/17/2011

CHANGE IN THE PROJECT COST?	YES	X	NO		AMOUNT TBD
CHANGE IN THE PROJECT SCHEDULE?	YES		NO	X	AMOUNT

Robert Carter, Vice President — 11-16-11

SIGNATURE OF CONTRACTOR REPRESENTATIVE — DATE

CONSULTING ENGINEER RESPONSE:

The consulting engineer recommends the contractor's alternative A, to delete the dowel bars from the transverse contraction joints

It is requested that the contractor submit the amount of the project cost reduction with this change.

Javier Casas — 11/21/11

SIGNATURE OF CONSULTING ENGINEER — DATE

REQUEST FOR INFORMATION (RFI)

Contractor RFI #: 4.2

Date: 12/19/2011

OWNER: Galveston County

PROJECT: Paving & Drainage Improvements for Louisiana Avenue

RFI TITLE: 8" Reinforced Concrete Pavement - Transverse Contraction Joints

CONTRACTOR: Angel Brothers Enterprises, Ltd.	**Project Manager:** Robert Carter
TEL: 281-421-5721	MOBILE: 713-410-2770
FAX: 281-421-5798	E-MAIL: roberc@angelbrothers.com
CONSULTANT: McDonough Engineering Corp.	**Project Manager:** Javier Casas, P.E.
TEL: 713-975-9990	MOBILE:
FAX:	E-MAIL: javierc@melx.com

APPLICABLE SPECIFICATION SECTIONS AND DRAWING SHEETS:

Project Manual Sec. _____ Specification Sec. _____ DWG. SHEET NO'S 12, 144

Bid Item No. 41

DESCRIPTION OF PROBLEM OR QUESTION: Sketch Attached: Yes No

Consulting engineer recommends contractor's alternative "A", to delete the dowel bars w/wire basket assemblies from the transverse contraction joints (see consulting engineer response to RFI #4) Contractor offers a deduct of ($29,450 00) from the contract for deletion of the dowel bars w/wire basket assemblies @ the transverse contraction joints (see breakdown below). Additionally, Contractor offers a deduct of ($10,890 00) for the labor associated with installing the dowel bars w/wire basket assemblies (see breakdown below)

Itemized breakdown of deducts:

MATERIAL

Dowel bars w/wire basket assembly (17,848 LF X $1 65 = $29,450 00)

LABOR

Form Setter (3 men @ $11.00/HR = $363.00/day)* (based on working 10 hours/day)*

$363.00 X 25 days =	$9,075.00
Labor burden (20%) =	$1,815.00
Total labor deduct =	($10,890.00)

Answer requested by (Date): 11/17/2011

CHANGE IN THE PROJECT COST?	YES [X]	NO [ ]	AMOUNT	$40,340.00
CHANGE IN THE PROJECT SCHEDULE?	YES [ ]	NO [X]	AMOUNT	

Robert Carter, Vice President — 12/19/2011

SIGNATURE OF CONTRACTOR REPRESENTATIVE — DATE

CONSULTING ENGINEER RESPONSE

The consulting engineer concurs with the deduct of $40,340.00 to the contract for deletion of the work described above. (RFI 4.2 supercedes RFI 4.1, attached.)

12/22/11

SIGNATURE OF CONSULTING ENGINEER — DATE

REQUEST FOR INFORMATION (RFI)

Contractor RFI #: 4.1

Date: 12/8/2011

OWNER: Galveston County

PROJECT: Paving & Drainage Improvements for Louisiana Avenue

RFI TITLE: 8" Reinforced Concrete Pavement - Transverse Contraction Joints

CONTRACTOR:	Angel Brothers Enterprises, Ltd.	Project Manager:	Robert Carter
TEL:	281-421-5721	MOBILE:	713-410-2770
FAX:	281-421-5798	E-MAIL:	robertc@angelbrothers.com
CONSULTANT:	McDonough Engineering Corp.	Project Manager:	Javier Casas, P.E.
TEL:	713-975-9990	MOBILE:	
FAX:		E-MAIL:	javierc@metx.com

APPLICABLE SPECIFICATION SECTIONS AND DRAWING SHEETS:

Project Manual Sec. _____ Specification Sec. _____ DWG. SHEET NO'S 12, 144

Bid Item No. 41

DESCRIPTION OF PROBLEM OR QUESTION: Sketch Attached: Yes [ ] No [X]

Consulting engineer recommends contractor's alternative "A", to delete the dowel bars w/wire basket assembiles from the transverse contraction joints (see consulting engineer response to RFI #4). Contractor offers a deduct of $29,450 00 from the contract for deletion of the dowel bars w/wire basket assemblies @ the transvers contraction joints

Answer requested by (Date): 11/17/2011

CHANGE IN THE PROJECT COST?	YES	X	NO		AMOUNT $29,450.00
CHANGE IN THE PROJECT SCHEDULE?	YES		NO	X	AMOUNT

Robert Carter, Vice President — 12-8-2012

SIGNATURE OF CONTRACTOR REPRESENTATIVE — DATE

CONSULTING ENGINEER RESPONSE:

SIGNATURE OF CONSULTING ENGINEER — DATE

AGENDA ITEM #23c

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 1
Hughes Road Reconstruction

Owner: Galveston County
Contractor: R W. Lucas Construction, LLC
Engineer: Cobb, Fendley & Associates, Inc.

Contract Number: 1074
Purchase Order Number: C111528
Bid Number: B111037

Work Being Changed

During construction of the water line, the contractor uncovered an existing 6-inch water line at Station 18+00, which was not shown on the plans That work required additional 6" and 8" C900 Pipe as well as 6" and 8" fittings to be added to the contract Contractor also discovered two additional service lines that needed to be connected to the new 8" Line. Also included is an item to provide a temporary shoulder widening with a 24-inch RCP at the intersection of Humble Camp and Hughes to provide a wider turning radius for school buses and allow the contractor the ability to pour the southwest corner of the intersection. A bid item for connecting to an existing inlet and a item to remove an existing 18" RCP was required due to modifications that needed to be made to the driveway culverts between Station 2+00 and 3+00 on the left side of the road

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price:	$599,500.00	Original Contract Time:	120 Days
Net Change From Previous Change Orders	$0 00	Net Change From Previous Change Orders	0 Days
Contract Price Prior To This Change Order	$599,500 00	Contract Time Prior To This Change Order	120 Days
Net Increase/Decrease Of This Change Order	$8,322 00	Net Increase/Decrease Of This Change Order:	14 Days mlh
Contract Price With All Approved Change Orders	$607,822 00	Contract Time With All Approved Change Orders	134 Days mlh

RECOMMENDED.
By _____ 1-20-12
Engineer (Consultant)
By _____ Date 1-23-12
Engineer (County Engineer)

APPROVED.
County Of Galveston

By _____ Date 2/7/12
Mark Henry, County Judge

Attest _____
Dwight Sullivan, County Clerk

ACCEPTED.
Contractor

By _____ Date: 1-16-12
Contractor (Authorized Signature)

Ryan Lucas
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 1
Hughes Road Reconstruction

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No	Spec Item No	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
24	400 464	Reinforced Concrete Pipe (18-Inch), C-76, Class III, Complete in Place	LF	$49 00	1,112 00	$54,488 00	1,155 00	$56,595 00	$2,107 00
33	02511 02514 02515	8-Inch Water Line, Complete in Place	LF	$32 00	1,947 00	$62,304.00	1,967 00	$62,944 00	$640 00
34	02511 02514 02515	6-Inch Water line, Complete in Place	LF	$30 00	54 00	$1,620 00	79 00	$2,370 00	$750 00
38	02512	Water Tap and Service Line Installation, (Short Side), Including new tapping, new sleeve, new corporation stop, new service line, & re-connection to meter, Complete in Place & Operational	EA	$454 50	16 00	$7,272 00	18 00	$8,181 00	$909 00
42		6-Inch Water Line 45-Degree Fittings	EA	$80 00			6 00	$480 00	$480 00
43		8-Inch Water Line 45-Degree Fittings	EA	$90 00			4 00	$360 00	$360 00
44		Installation and Removal of Temporary Shoulder at Intersection fo Humble Camp and Hughes Road, Including regrading of Ditchline, Complete	LF	$68 00			24 00	$1,632 00	$1,632 00
45		Remove and Dispose 18-Inch Reinforced Concrete Pipe	LF	$22 00			27 00	$594 00	$594 00
46		Connect 18-Inch Reinfocred Concrete Pipe into Existing Storm Inlet, Complete	EA	$850 00			1 00	$850 00	$850 00
		TOTAL							$8,322 00

AGENDA ITEM #24a

VAN SCOYOC
ASSOCIATES

Scope of Work

Galveston County, Texas retains Van Scoyoc Associates, Inc (VSA) to provide comprehensive Federal advocacy services, with a particular focus on Federal initiatives which may have an impact on County policies and programs VSA will monitor and evaluate these issues and advise the County on the components of an Executive agency and legislative action plan and the appropriate strategy necessary to achieve the goals of such a plan

VSA will perform such services as they are mutually agreed to between VSA and the County Specifically, VSA will

- Focus on the authorization of a program that shares offshore energy revenue directly with local government jurisdictions that support the extraction of such public energy resources This may mirror the Coastal Impact Assistance Program (CIAP) or the approach suggested in the RESTORE legislation, which is undergoing Congressional review
- Work with Congressional offices and the Federal Emergency Management Agency (FEMA) to improve and streamline the delivery of disaster recovery funding to affected jurisdictions
- Advocate that FEMA be designated as the Federal administrative agency for all disaster recovery fund distribution as opposed to other agencies such as the Department of Housing and Urban Development (HUD)
- Focus on the Congressional reauthorization of the National Flood Insurance Program and the effects a FEMA remapping of the County will have on residents
- Actively support adequate funding for the Emergency Management Performance Grant Program, which supports a portion of the County's emergency management operations
- Advise the County, and if wished, the Gulf Coast Community Protection and Recovery District on the Corps of Engineers processes and how to initiate a study of the Texas Coastline Provide other options for a Federal restoration initiative for the region
- Work with representatives of the Texas General Land Office and Galveston County to secure funding for a re-scoped and expanded Sabine Pass to Galveston Bay shoreline feasibility study to include the Six (6) County Gulf Coast Community Protection and Recovery District
- As the opportunity arises, seek funding for road construction projects via the transportation authorization process
- On each of these, and all other issues, VSA's typical services will include
    - Monitor legislation and budget processes and report to the County's point of contact on any actions that may directly or indirectly affect Galveston County
    - Advise and inform Members of Congress and their staff of County priorities and objectives
    - Arrange meetings for County elected officials and personnel with Congressional members, staff, and Federal agency officials Provide logistical support and attend those meetings
    - Monitor and advocate Galveston County's interests before Federal agencies
    - Assist in the development and management of Federal appropriations/authorization requests as appropriate
    - Monitor and advise on Federal grant opportunities and coordinate with County staff
    - Advocate the positions of the Commissioner's Court at Congressional hearings
    - Other duties and actions with Federal relations as necessary to achieve our goals

VAN SCOYOC
ASSOCIATES

MEMORANDUM OF AGREEMENT

Galveston County, Texas ("the County") hereby retains Van Scoyoc Associates, Inc ("VSA") to provide comprehensive Federal lobbying services, with a particular focus on federal initiatives which may have an impact on County policies and programs VSA undertakes to monitor and evaluate these issues and to advise the County on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan VSA will perform such services with regard to those issues as are mutually agreed to between VSA and the County

It is understood that VSA may be required to register for work performed on behalf of the County under the terms of the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations

In consideration of the performance of these services, from February 7, 2012 thru September 30, 2012, the County shall pay to VSA the sum of $3,825 00 per month, with such payments due monthly and in advance Payment for services rendered in February shall be pro-rated Reasonable expenses actually incurred in the performance of services under this Agreement and directly attributable thereto are included in the retainer Any pre-approved long distance travel shall be paid by the County The County represents and warrants that these payments shall not be made with federally appropriated funds Sums owed by the County to VSA shall accrue interest at a rate of 1 5% per month if unpaid after ninety (90) days

This Agreement shall not be assignable by either party

This Agreement shall become effective February 7, 2012 and shall continue in effect until September 30, 2012

This Agreement shall be deemed to be a contract made under the laws of the District of Columbia and for all purposes shall be construed in accordance with said laws. In the event of a dispute between the parties, they mutually consent to jurisdiction in the Superior Court for the District of Columbia The prevailing party shall be entitled to costs and interest on any award at the rate of 1 5% per month to run from ten business days after the date of the award

VAN SCOYOC ASSOCIATES, INC.

Date 2/1/12 By _____
H. Stewart Van Scoyoc, President

THE COUNTY OF GALVESTON

Date February 7, 2012 By _____
Mark Henry, Galveston County Judge

ATTEST.

By _____
Dwight D Sullivan, Galveston County Clerk

Van Scoyoc Associates, Inc | 101 Constitution Ave NW | Suite 600W | Washington, DC 20001
T 202 638 1950 | F 202 638 7714 | www vsadc com

AGENDA ITEM #24b

NO

BACK – UP

PROVIDED

AGENDA

ITEM

#24c

NO

BACK – UP

PROVIDED

AGENDA ITEM #25a

Galveston County
Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

January 31, 2012

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

Re Cause No 10-CV-1141, Gail Harden v Galveston County, In the 405th Judicial District Court, Galveston County, Texas

Gentlemen

This letter is to recommend an offer of settlement that has been negotiated with Ms Harden's legal counsel

Ms Harden, a former employee with the Sheriff's Department, sued Galveston County alleging that she was discriminated against based on her gender and because of a disability Ms Harden has agreed to dismiss her claims against the County in exchange for a payment in the amount of $4900 00, and an agreement by the County to limit comment on her past employment at the County

If you choose at accept this settlement, I request that you authorize this office to coordinate payment of the authorized amount in exchange for a settlement agreement and release executed by Ms Harden By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check

Should you have any questions, please call

Sincerely,

Barry C Willey

bcw
10-075
cc Hon Freddie Poor, Sheriff
Hon Kevin Walsh, Treasurer
Mr Cliff Billingsley, Auditor
Mr Mel Trammel, Budget Officer
Mr Rufus Crowder, County Purchasing Agent
Mr Joa Sherman

AGENDA ITEM #25b

A C S®

SERVICE AGREEMENT #010

THIS AGREEMENT is entered into this 13th day of February, 2012 (hereafter the "Effective Date") by and between the County of Galveston, a political subdivision of the State of Texas, (hereafter referred to as the "Client"), and ACS GOVERNMENT SYSTEMS, INC., a Delaware corporation, with its principal place of business located at 1733 Harrodsburg Road, Lexington, KY 40504-3617 (hereafter "ACS" or "Contractor"), referred to individually as Party and collectively as Parties. Its purpose is to provide Information Technology Services for the Galveston County District Clerk's Office relating to jury pools.

In consideration of the mutual promises and covenants contained herein the Parties hereto agree as follows.

1.0 Scope of Services

In consideration for the payments described in Section 2.0 hereof, ACS will provide Client with the services described in the Statement of Work annexed hereto as Exhibit "A "

2.0 Compensation and Payment Provisions

Client shall make payments to Contractor for the services provided in the amount and at such times as are set forth in the payment schedule attached hereto as Exhibit "B" – Payment Provisions

3.0 Term

The term of this Agreement (the "Term") will begin 2/13/2012 and end no later than 2/24/2011, unless earlier terminated or renewed in accordance with the provisions of this Agreement. Customer must sign and return agreement prior to 2/13/2012.

4.0 Termination

4.1 Default by ACS: If ACS defaults in the performance of any material obligation under this Agreement for a period of fifteen (15) days after the sending of notice to the address on this Agreement that it is in default, Client may, at its option, terminate the Agreement by delivering written notice to ACS at the address in this document Upon termination or cancellation of this Agreement, all software, and other ACS-owned material will promptly be returned to ACS at ACS' expense.

4.2 Termination by Client: Client may cancel this Agreement upon fifteen (15) days prior notice to ACS. If Client cancels this Agreement, ACS will be paid for their services through the date of termination. Upon cancellation of this Agreement, all software, and other ACS-owned material will promptly be returned to ACS at Client's expense.

A C S®

4.3 **Default by Client:** If Client defaults in the performance of any material obligations under this Agreement for a period of fifteen (15) days after receiving notice of default from ACS, ACS may, at its option, terminate the Agreement at the end of that period. ACS may terminate this Agreement by delivering written notice of termination to Client. Upon termination of this Agreement, all equipment, software, and other ACS-owned material will promptly be returned to ACS at Client's expense.

4.4 **Payment by Client:** In the event of termination pursuant to this section, Client shall equitably compensate ACS for all services performed in accordance with the Agreement up to the effective termination date.

5.0 Warranty

ACS warrants that the services provided hereunder will be performed in a professional and workmanlike manner. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

6.0 Assignment

The rights and obligations of each Party under this Agreement will not be assignable without the prior written consent of the other Party to this Agreement, and any attempt to assign them without such consent will be void. Notwithstanding the foregoing, ACS may assign this Agreement to its successors by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets.

7.0 Applicable Law

This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Texas, and venue for any legal action shall be in Galveston County.

8.0 Protection of Personal Information

In order to provide enhanced protection for the Personal Information that ACS handles for Client, ACS recommends the encryption of the information prior to transmittal of the information from Client to ACS and from ACS to Client or its written designee While it is impossible to eliminate all risk associated with the movement of data, ACS believes the encryption process will provide an additional layer of protection for Client's Personal Information. ACS requests that an encryption process be used in the performance of services under this Agreement and is willing to assist the Client in implementing an encryption process In the event that Client decided not to use the requested encryption process, Client understands that the data being transmitted in the performance of services under this Agreement may be more susceptible to being compromised.

A C S®

9.0 Modification

This Agreement may only be modified by a written documentation signed by both Parties.

10.0 Limitation of Liability

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO ACS HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES AND CHARGES TO BE PAID TO ACSDURING THE PRECEEDING TWELVE MONTH PERIOD UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF SUCH A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

11.0 Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

Notices to Client:

District Clerk (Galveston County)
Jason E. Murray
600 59th St. Suite 4001
Galveston, TX 77551

Notices to ACS:

ACS Government Systems, Inc.
1733 Harrodsburg Road
Lexington, KY 40504-3617
Attn.: Phil Hatton

With Copies to.
ACS Government Systems, Inc
1800 M Street, NW
Washington, DC
Attn.: GCS Contracts

12.0 Integration

This Agreement, and the attached exhibits, executed by and between the Parties with respect to the subject matter described herein, constitute the entire agreement between the Parties. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties In case of a

A C S®

conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Galveston County, TX	**ACS Government Systems, Inc.**
By: Mark Henry	By: Phillip D Hatton
Name: Mark Henry, County Judge	Name: Phillip D. Hatton VP Operations
Date: February 7, 2012	Date: 2/3/12
Attest: Dwight D. Sullivan	
Dwight D. Sullivan, County Clerk	

A C S®

EXHIBIT A

STATEMENT OF WORK

ACS will provide Client's District Clerk with the following technical consulting services.

ACS will load and de-dupe the SOS source file, and production file extract provided by the client ACS will merge the SOS source file with the production extract file. The resulting file will then be run through a National Change of Address process and additional USPS process ACS will provide the Client's District Clerk with the new jury wheel file to be loaded back into the client database.

EXHIBIT B
PAYMENT PROVISIONS

PROFESSIONAL FEES AND CONDITIONS

1 The support will be conducted REMOTELY, unless otherwise noted below, and services will be completed no later than 2/24/2011.

2 The fee for the services listed in Exhibit A will be a fixed price of $3800.00.

3 Fees will be invoiced and paid in U.S. Dollars

4. If the scope of functionality requested by the "Customer" and/or the descriptions of the Services change, the costs for the Services may change

PAYMENT TERMS

ACS will provide invoices for professional fees and travel expenses when services are completed Payment will be made in accordance with VTCA, Government Code 2251, commonly called the Texas Prompt Payment Act.

CUSTOMER, except to the extent that it is tax-exempt, shall be responsible for the payment of any and all applicable taxes, fees or assessments imposed by a government entity (excluding taxes on ACS' income, capital stock or personal property) with respect to the services provided or the payments made hereafter

AGENDA ITEM #26a

INTERLOCAL AGREEMENT BY AND BETWEEN THE GULF COAST CENTER AND THE COUNTY OF GALVESTON FOR THE TRANSPORTATION OF GALVESTON COUNTY CITIZENS DURING A MANDATORY EVACUATION PERIOD

THIS INTERLOCAL AGREEMENT (Agreement), effective August 1, 2011, is entered into by and between the Gulf Coast Center, a community center and an Authority of the State of Texas established under the provisions of Chapter 534 of the Texas Health and Safety Code, as amended, (the "CENTER") and the County of Galveston, Texas, (the "COUNTY"), a political subdivision of the State of Texas acting by and through its County Commissioners' Court Its purpose is to provide for the transportation of citizens of Galveston County to the Doyle Convention Center located in Texas City, Texas during threat of hurricane or other natural or man-made disaster wherein a mandatory evacuation order is issued by the Galveston County Judge pursuant to the authority given him under Texas Government Code Chapter 418 commonly known as the Texas Disaster Act of 1975

RECITALS

WHEREAS, the Gulf Coast Center is the State of Texas designated mental health and intellectual and development disabilities local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and development disabilities services for the residents of Galveston and Brazoria Counties, Texas, and

WHEREAS, the CENTER and the COUNTY are both collaborators in the Hurricane Preparedness and Response Plan for the County of Galveston, and,

WHEREAS, the COUNTY deems it advisable and in the public interest to execute an agreement with the CENTER for local public transportation assistance during a mandatory hurricane or other natural or man-made evacuation order issued for citizens of Galveston County by the Galveston County Judge; and,

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act as amended, Chapter 791, Texas Government Code, and,

WHEREAS, the CENTER warrants that it is legally authorized by Section 534.015 of the Texas Health and Safety Code to enter into this Agreement,

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements, undertakings, terms, conditions, provisions and benefits herein set forth, the COUNTY and the CENTER contract and agree as follows

ARTICLE I [Designated Representatives]

CENTER'S Designated Representative for all purposes of this Agreement is its Director of Administrative Services
COUNTY'S Designated Representative for all purposes of this Agreement is its Emergency Management Coordinator (EMC)

ARTICLE II [CENTER'S Duties]

In the event a formal mandatory evacuation order is issued for citizens of Galveston County by the Galveston County Judge, the CENTER agrees to provide two (2) CENTER owned handicap accessible vehicles with a qualified driver for each vehicle to COUNTY Said vehicles will at all times remain the property of the CENTER and the assigned drivers will continue to be staff employees of the CENTER The utilization and accessibility of the assigned vehicles shall be deemed temporary and only for local use to assist the COUNTY during the mandatory evacuation period

CENTER agrees that the two (2) vehicles and drivers provided shall be under the supervision of the COUNTY during the assignment and that they may be stationed at the Doyle Center in Texas City, during the evacuation period

CENTER also agrees the vehicles and drivers will be made available to COUNTY'S EMC as quickly as possible upon his request (but no greater than one hour following the request) and that they may be used to transport Galveston County residents to and from the Doyle Center in Texas City during the evacuation period Upon completion of the evacuation period and subsequent to the redelivery of such citizens to their original site of departure the two (2) CENTER vehicles and drivers will be authorized by the EMC to return to the CENTER

ARTICLE III [COUNTY'S Duties]

COUNTY agrees that it will provide on-site supervision and direction of the use of and fuel for the assigned vehicles during its use of same

In the event the CENTER driver(s) are not available, COUNTY may obtain its own drivers and the following provisions will apply

1 The COUNTY will not make any changes or adaptations to any vehicle component without written approval by the CENTER, and,

2. The COUNTY will immediately notify the CENTER of any accident and or incident involving the CENTER vehicle(s), and,

3 The COUNTY understands fully that the vehicle(s) are being "temporarily loaned" from The CENTER for the named purpose (see Article II) and therefore COUNTY does not have access to the title of the vehicle(s) being utilized, and,

4 The COUNTY agrees that its drivers will abide by the State and Federal Drug and Alcohol policies concerning the use or consumption of drugs and alcohol while operating the vehicles

ARTICLE IV [Term]

This Agreement becomes effective when fully executed by the COUNTY and the CENTER and shall remain in force for a period of one year from that date of final execution Thereafter it shall automatically renew annually on a year to year basis on the same terms and conditions or as may be modified by mutual agreement of the Parties This Agreement may be terminated by either Party for any

reason or no reason or for convenience upon providing ninety (90) days written notice to the other Party

ARTICLE V [Finances]

The COUNTY and the CENTER agree to mutually cooperate with each other in providing records and seeking direct reimbursement of their expenses from the Federal Emergency Management Agency of the United States and/or the State of Texas for the use of the vehicles and the drivers as may be made available. The CENTER shall maintain records to show actual dates and time expended by their drivers in the provision of the services, and the cost incurred for the drivers and the use of the vehicles for the period of time specified

The CENTER shall advance and, if necessary, disburse such monies from current revenues required for the provision of equipment and services set forth in this Agreement The CENTER shall prepare all documentation necessary to submit to the COUNTY for reimbursement Such documentation shall also comply with all FEMA/State of Texas requirements relating to eligibility for reimbursement of funds The COUNTY shall promptly reimburse CENTER for its undisputed invoices from current revenues. Should there be a dispute over any invoice, the parties will meet and, in good faith, attempt to reconcile the disputed amounts in a timely fashion

Except as may be otherwise specifically provided in this Agreement, the COUNTY and CENTER shall be solely responsible for the costs, planning, support and all aspects of the operation of the services respectively performed by each one as set forth in this Agreement

ARTICLE VI [Regulations]

The COUNTY is aware that the two (2) vehicles provided by CENTER are funded with TxDOT and/or FTA funds. Thus all applicable Federal and State laws, regulations and policies relating to the use of the vehicles shall also apply to COUNTY while the vehicles are in its possession In the event any TxDOT or FTA regulation or policy conflicts with any provision contained in this Agreement, such TxDOT or FTA regulation or policy will prevail

In the event FTA or TxDOT denies the use of CENTER Vehicles for their intended purpose as set forth in this Agreement the CENTER shall immediately notify the COUNTY of their unavailability

ARTICLE VII [Insurance]

The CENTER shall secure and maintain all liability insurance required by the State of Texas to provide public transportation services, including but not limited to, employer's liability, comprehensive general liability and vehicle liability insurance insuring against third party personal injury and property damage claims with the minimum coverage being the maximum amounts as are required by what is commonly referred to as the Texas Tort Claims Act.

The CENTER shall not be responsible for damages to property or injuries to the person of the COUNTY'S officers, agents, contractors, servants, or employees, except those property damages and injuries caused by gross negligence or the willful, wanton or intentional acts of its drivers In no event shall any provision of this Agreement be construed to impose, create, or increase any liability to any third party whatsoever, and in no manner shall this Agreement be deemed or construed to operate for the benefit of any third party

ARTICLE VIII [Changes in Regulations]

The CENTER and COUNTY acknowledge that Federal laws, regulations, policies, and related administrative practices applicable to Hurricane Preparedness and Mandatory Evacuation may change and that such changes may negatively affect this Agreement Upon receipt of such knowledge by either party, the party receiving the knowledge shall immediately notify the other party In the absence of notification of any such changes, neither Party shall be deemed to be in default, breach, or noncompliance under this Agreement by reason, of non-compliance with such changes

This Agreement may only be modified upon mutual agreement of the parties.

ARTICLE IX [Non Assignable Agreement]

This Agreement shall bind and inure to the benefit of the COUNTY and the CENTER and their respective legal successors, but, shall not otherwise be assignable, in whole or in part, by any party hereto without the express, written consent of the other party.

ARTICLE X [Severable]

If any provision or the application of this Agreement shall be finally held illegal, invalid, or unenforceable by any court of competent jurisdiction, the invalidity of such provision or application shall not affect or impair any of the remaining provisions and applications hereof

ARTICLE XI [Notices]

Any notices necessitated by this Agreement shall be sent by Certified Mail, Return ReceiptRequested, postage prepaid, to the following addresses

To the COUNTY

County of Galveston
Attn: Mark Henry County Judge
Mark Henry
Galveston County Courthouse
722 Moody, Suite 200
Galveston, Texas 77550

To the CENTER

Director Administrative Services
Carolyn Rose
4352 EF Lowry Expressway
Texas City, Texas 77591

with a copy to

Emergency Management Coordinator
Galveston County Office of Emergency Management
1353 FM 646 West, Suite 201
Dickinson, Texas 77539-4407

ARTICLE XII [Applicable law and Venue]

This Agreement shall be construed under the laws of the State of Texas and venue shall lie in Galveston County, Texas

ARTICLE XIII [Liability]

The parties expressly agree and understand that the members of the Galveston County Commissioners' Court, the COUNTY's officers, agents, and employees, and the CENTER'S officers, agents and employees shall not either singularly or collectively, be personally liable for any activities associated herewith or any breach thereof

IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts, each of equal dignity and effect, as of the date and year first hereinabove written

THE COUNTY OF GALVESTON

BY: Mark A Henry, County Judge
Date 2/7/12

THE GULF COAST CENTER

BY G Michael Winburn, Executive Director
Date 02/02/2012

ATTEST:

Dwight D. Sullivan
County Clerk

ATTEST:

AGENDA

ITEM

#26b

Transmittal Letter

HARRIS COUNTY FLOOD CONTROL DISTRICT

To: Mr John Simsen
Galveston County OEM
1353 FM 646 West, Suite 201
Dickinson, TX 77539

Date. 01-11-2012

Project Name: Placement of HCFCD Equipment

Project ID: N/A **Unit Number:** N/A

If checked below, please:

- [x] return enclosures to us
- [ ] other

* One original to clerk; 2 originals back to Harris County Flood Control

We transmit.

- [x] herewith
- [ ] in accordance with your request

For your.

- [x] approval
- [ ] information
- [ ] review and comment
- [ ] records
- [ ] use
- [ ] other

The following:

Copies	Date	Description
3		Agreement between Galveston County and HCFCD

Comments:
Please have the three enclosed original agreements signed where flagged Return two originals to the Flood Control District for our records and retain one original for your records
Should you have any questions, please contact me or Mr Jim Greeson

Copies to **(enclosures)**

Contract File ☐

☐

By: Carolyn J Goldberg CJG

AGREEMENT BETWEEN GALVESTON COUNTY AND HARRIS COUNTY FLOOD CONTROL DISTRICT CONCERNING PLACEMENT OF HCFCD EQUIPMENT IN GALVESTON COUNTY'S EMERGENCY MANAGEMENT BUILDING LOCATED IN LEAGUE CITY, TEXAS

This Agreement is entered into by and between the **County of Galveston (County)** and **Harris County Flood Control District (HCFCD).** It is for the placement of **HCFCD**-owned equipment and network interface equipment located at the **County's** Emergency Management Building ("Facility") and associated communications tower **HCFCD** desires to house this equipment and use it to transmit ALERT data from the Galveston County tower to Houston TranStar **County** is willing to allow **HCFCD** to place this equipment in its **Facility** at no cost to **HCFCD** for the use of the facility for the storage of the equipment

The parties agree as follows

1 **County's** Designated Representative for all purposes of this Agreement is its Emergency Management Coordinator

2 **HCFCD's** Designated Representative for all purposes of this Agreement is its Flood ALERT Manager

3 **County** agrees to permit **HCFCD,** at no expense to the **County**
   a To install its computer server equipment, network interface equipment, its network interface lines, base station, repeater equipment, 2-12-AH batteries with 250MA AC-DC converter ("Equipment") in **County's** radio room equipment cabinet located in **County's** Facility
   b To install necessary network hardware or services to enable it to interface with **HCFCD's** existing network infrastructure
   c To use one-third (1/3) of a **County** owned network storage rack located in the Facility
   d To have access to electrical power supplied within the network storage rack
   e To have single Omni DB 224-C antenna on southwest leg of tower at 120 feet level
   f To have 1-1/4" hardline coax cable antenna line that enters the building at the second floor
   g To use, at no additional cost electricity and back-up generator power, as and when necessary due to electrical power failure

   Exhibit "A" attached hereto, is a diagram of the **HCFCD** network infrastructure, and titled "Galveston Single Antenna ALERT2 ™ Concentration "

4 **HCFCD** agrees that
   a It will use only the Equipment described in Exhibit "B" attached hereto, whose description is to include the manufacturer, model, intended use, serial number, and initial cost of the Equipment to be installed under this Agreement
   b It will not install the Equipment until it has outlined in detail its installation plans in reviewable and editable electronic format to **County** and received **County's** prior written approval
   c It will not change any Equipment without prior written approval being obtained from **County**
   d It will install, operate and maintain Equipment, including Equipment added to the radio cabinet of the **County,** in a good, safe and workmanlike manner, and as prescribed by the equipment manufacturer's suggested specifications of use applicable to said Equipment

e No Equipment shall be connected by any means to existing **County** network infrastructure Rather, all network connectivity will be completely isolated from and independent of **County** network This includes all incoming and outgoing data connections from **County's** Facility

f It will not install, operate, use or maintain the Equipment that, in any way, interferes with the normal transmitting or receiving capabilities of the **County** or with any **County** emergency or other operations

g It will, upon request of **County's** Designated Representative, immediately cease any maintenance and/or operations

h It will ensure that its' Designated Representative and a **County** employee is present during any Equipment maintenance by any **HCFCD** technician or, if applicable, by any equipment vendor service company acting on behalf of **HCFCD**

i It will cause its contractor to carry, at no expense to **County**, and to require any equipment service company acting on its behalf prior to and during installation of and prior to and during each future maintenance period of the Equipment to carry, the following minimum insurance coverage

1) General liability coverage of one million dollars ($1M) combined single limit per occurrence and three million dollars ($3M) per aggregate, with no more than a $5,000 deductible
2) Worker's compensation insurance coverage as required by Texas state law, with the exception that **HCFCD** and its independent service company shall not be entitled to go "bare" as is currently permitted by Texas law.
3) All insurance is to be placed with insurers having a Best rating of no less than (A-) The **County** shall be named as additional insured on the General liability coverage policy **HCFCD** shall furnish the **County** with a certificate of insurance affecting coverage required by these insurance clauses no later than the date of execution of this Agreement The certificate of this insurance policy is to be signed by a person authorized by the insurer to bind coverage on its behalf
4) Each independent contractor working on **HCFCD's** behalf shall be required to maintain this insurance coverage throughout the term of this Agreement

j Access to the Equipment will be available only to employees and agents of **HCFCD** who have been specifically pre-authorized by **HCFCD's** Designated Representative in writing and approved by **County** to have such access to the Equipment The names of all individuals who are authorized to have access to the Equipment will be kept by **County** Any individual whose name has not been pre-furnished by **HCFCD** to **County** who attempts to gain access to the Equipment will be deemed by **County** to be a trespasser upon **County**-owned land

k It will allow **County** access to **HCFCD** network interface equipment during times of emergency situations, if existing **County** network interface equipment within said facility becomes interrupted or severely impaired This access will be used for internet connectivity as needed by **County** for continuity of operations during emergency situations

5 The parties agree that this Agreement may be terminated by either party with or without cause or for convenience upon thirty (30) days prior written notice by the party desiring to terminate to the other party

6 Upon termination of this Agreement, **HCFCD** will coordinate the timing of the removal of the Equipment with **County** and will remove, within the specified time period, all Equipment requested to be removed by **County** at that time The server rack structure improvements, together with any other thing necessary to the continued uninterrupted operation of **County's** equipment will remain at said site All removal efforts will be under the direct supervision and control of **County** and must be performed in such a manner as to not interfere with operation of **County's** radio equipment and associated **County** operations Title to any Equipment left remaining by **HCFCD** will automatically transfer to **County**

Executed in triplicate originals JAN 10 2012

COUNTY OF GALVESTON

By _____
Name Mark Henry
Title: County Judge

Attest: _____
Name: Dwight D Sullivan
Title: County Clerk

HARRIS COUNTY FLOOD CONTROL DISTRICT

By _____
Ed Emmett
County Judge

APPROVED AS TO FORM

Vince Ryan
Harris County Attorney

By _____
Mitzi Turner
Assistant County Attorney

Exhibit "A"

Galveston Single Antenna
ALERT2™ Concentration

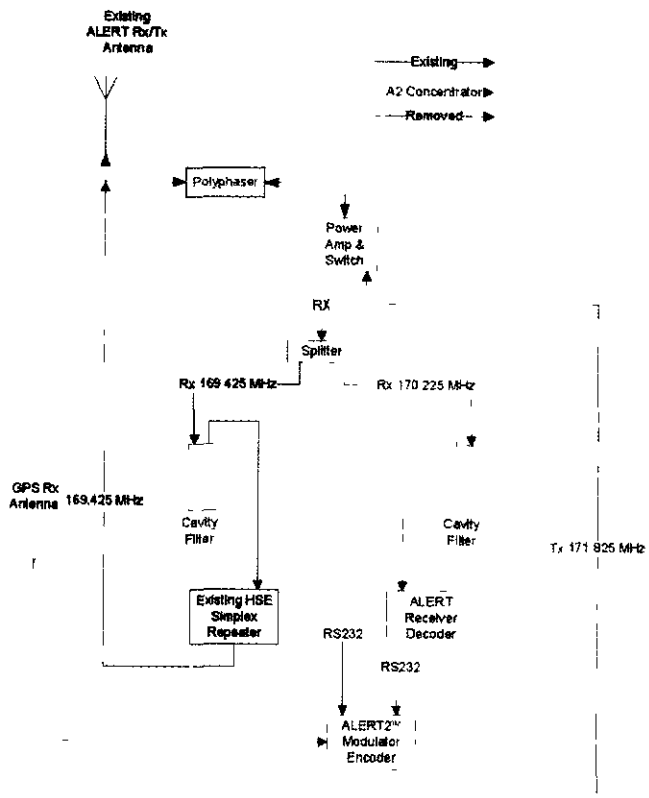


Exhibit "B"

DESCRIPTION OF EQUIPMENT				
Manufacturer	**Model**	**Intended Use**	**Serial Number**	**Initial Cost**
BWD	G2010	Alert2 Modulator & Encoder Version 3	V3-2011-A1019	$1,699 70
High Sierra	3310	Repeater	8699	$3,030 25
PCTEL	3971D-HR-DH-W	GPS Antenna	N/A	$ 110 40
Telewave	TWPC-1508-1	Cavity Filters x 2	N/A	$ 517 50
Mini-Circuits	ZFSC-2-1WV+	Splitter	N/A	$ 126 50
High Sierra	4500	Alert Receiver	8487	$ 977 50
High Sierra	1000-03	Alert Decoder	19040	$ 977 50
Polyphaser	IS-50NX-C1	RF Polyphasers x 2	N/A	$ 122 00
TPL	TPLPA3-1AC	Power Amp/Antenna Switch	8656	$ 575 00
OMNI	DB224-C	Antenna	N/A	$ 300 00

Presented to Commissioner's Court

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

JAN 10 2012
APPROVE RJC
Recorded Vol____Page____

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on JAN 10 2012, with the following members present, to-wit

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No 1
Jack Morman	Commissioner, Precinct No 2
Steve Radack	Commissioner, Precinct No 3
R Jack Cagle	Commissioner, Precinct No 4

and the following members absent, to-wit NONE, constituting a quorum, when among other business, the following was transacted

ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN GALVESTON COUNTY AND HARRIS COUNTY FLOOD CONTROL DISTRICT (HCFCD) CONCERNING PLACEMENT OF HCFCD EQUIPMENT IN GALVESTON COUNTY'S EMERGENCY MANAGEMENT BUILDING LOCATED IN LEAGUE CITY, TEXAS

Commissioner Radack introduced an order and made a motion that the same be adopted Commissioner Lee seconded the motion for adoption of the order The motion, carrying with it the adoption of the order, prevailed by the following vote

		Yes	No	Abstain
AYES	Judge Ed Emmett	☒	☐	☐
NAYS	Comm El Franco Lee	☒	☐	☐
ABSTENTIONS	Comm Jack Morman	☒	☐	☐
	Comm Steve Radack	☒	☐	☐
	Comm R Jack Cagle	☒	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted The order thus adopted follows

WHEREAS, HCFCD desires to store equipment at Galveston County's Emergency Management Building, and use it to transmit ALERT data from the Galveston County tower to Houston TranStar

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT

Section 1 The recitals set forth in this order are true and correct

Section 2 County Judge Ed Emmett is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Agreement by and between the Harris County Flood Control District and Galveston County, for placement of HCFCD equipment in Galveston County's emergency management building located in League City, Texas, all purposes as though fully set forth verbatim herein

Section 3 The Director of the District is hereby authorized to perform any and all necessary acts within the scope of the terms of this Agreement to accomplish the purpose of this Order

AGENDA ITEM #26c

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.)

(x) Ownership of 10% or more of the voting stock or shares of the business entity.

(x) Ownership of 10% or more of the fair market value of the business entity

(x) 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 26C dated February 7, 2012 (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 7th day of February, 2012

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 02/07/2012 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	R125376	Van Vulpen	Pauline&Betty F Wallace	16913 Jamaica Beach Rd Jamaica Beach, TX 77554		4/14/2010
10	9/15/2010	7335-0002-0007-000	R178180	Marks	Frank R	994 Beaumont St Gilchrist TX 77617	8/31/2010	6/30/2010
11	9/15/2010	7335-0003-0006-000	R178196	Broussard	Harry L	988 Austin Dr Gilchrist TX 77617	8/30/2010	8/25/2010
12	9/15/2010	3201-0003-0046-000	R216553	Sansone	Philip	2030 Seaside Dr Crystal Beach TX 77650	9/3/2010	5/21/2010
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	9/3/2010	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-Motola	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.G , 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	Unruh	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 &	1336 Emerald Dr Crystal Beach TX 77650	9/30/2010	5/7/2010
25	10/13/2010	5655-0001-0017-000	R217948	Prosi	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	R176666	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	Glossi	David	2762 Hwy 87 Gilchrist TX 77617	10/14/2010	7/28/2010
34	10/27/2010	1825-0002-0004-001	R176880	Beerer	Larry D	970 Dolly St Gilchrist TX 77617	10/12/2010	6/2/2010
35	10/27/2010	3585-0014-0004-000	R177539	Stoneham	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 J Crystal Beach, TX 77650	10/15/2010	5/5/2010
37	10/27/2010	3956-0000-0012-000	R217398	Henley	Terry	1939 Avenue J Crystal Beach, TX 77650	10/15/2010	5/5/2010
38	10/27/2010	7315-0000-0049-000	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 02/07/2012 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	6/16/2010
40	11/3/2010	4107-0000-0020-000	R170400	Galewsky	Harry	958 James Rd Gilchrist TX 77617	10/7/2010	6/2/2010
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	5/5/2010
43	11/3/2010	2210-0003-0014-000	R176955	Gregory	Richard B & Marcia	1375 Keith Caplen TX 77617	10/15/2010	5/19/2010
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	6/9/2010
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	11/10/2010	1204-0000-0032-000	R172216	Reedy	Dean M	2834 Hwy 87 Gilchrist TX 77617	10/20/2010	4/21/2010
51	11/10/2010	2957-0003-0007-001	R177232	Kaleta	Richard & Teresa	974 Mac St Gilchrist TX 77617	10/22/2010	6/2/2010
52	11/10/2010	4980-0004-0027-000	R179429	Mullins	Katherine J & Robert W	968 Sunspree Dr Crystal Beach TX 77650	10/26/2010	5/12/2010
53	11/10/2010	7120-0008-0012-000	R180978	Cowle	Mark	2792 Tradewinds Ln Crystal Beach TX 77650	10/25/2010	4/14/2010
54	11/10/2010	7120-0010-0002-000	R180997	Lanning	Michael	2758 Tradewinds Crystal Beach TX 77650		8/4/2010
55	11/10/2010	7120-0011-0005-000	R181008	Andrues	Paul	2794 Tradewind Ln Crystal Beach, TX 77650	10/21/2010	4/14/2010
56	[redacted]							
57	[redacted]							
58	[redacted]							
59	[redacted]							
60	[redacted]							
61	[redacted]							
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	[redacted]							
64	[redacted]							
65	[redacted]							
66	[redacted]							
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	[redacted]							
71	[redacted]							
72	[redacted]							
73	[redacted]							
74	[redacted]							
75	[redacted]							
76	[redacted]							
77	[redacted]							
78	[redacted]							
79	[redacted]							
80	[redacted]							
81	[redacted]							
82	[redacted]							
83	[redacted]							

COMMISSIONER'S COURT BUYOUT LIST OF AMENDED CONTRACTS 02/07/2012 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	2/9/2011	2955-0002-0008-000	R177092	Cacioppo	Mary Jo	976 Gayle St Gilchrist TX 77617	1/6/2011	7/28/2010
85	2/9/2011	3956-0000-0004-000	R217390	Andrus	Jay L	1942 Avenue J Crystal Beach TX 77650	1/10/2011	7/7/2010
86	2/22/2011	1825-0002-0004-002	R176881	Crenshaw	John E-Estate of Rosa D. C	972 Dolly St Gilchrist TX 77617	7/16/2010	8/4/2010
87	2/22/2011	2935-0000-0010-000	R177071	Sayre	George A & Connie M	987 Bluestein Gilchrist TX 77617	01/06/2011	7/28/2010
88	2/22/2011	4660-0010-0008-000	R177948	Butler	H. Joseph	988 Daigle Dr Gilchrist TX 77617	9/16/2010	10/6/2010
89	2/22/2011	6182-0000-0024-000	R178139	Minter	Larry V & Jo H	1101 Joy Gilchrist TX 77617	6/10/2010	6/30/2010
90	2/22/2011	0064-0085-0000-000	R178163	Funchess	Wanda	1680 Hwy 87 Gilchrist TX 77617	6/1/2010	6/30/2010
91	2/22/2011	7335-0003-0006-000	R178196	Broussard	Harry L	988 Austin Dr. Gilchrist TX 77617	8/30/2010	9/15/2010
92	2/22/2011	4467-0001-0004-000	R179225	Perkins	Robert & Lana	3280 Treasure Ln Crystal Beach TX 77650	7/15/2010	8/4/2010
93	2/22/2011	5152-0000-0010-000	R221412	Kay	Judy H	429 Atkinson Crystal Beach TX 77650	9/13/2010	10/6/2010
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	5465-0000-0022-000	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		16905 Jamaica Beach Rd Jamaica Beach TX 77554	2/15/2011	7/7/2010
97	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
98	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
99	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
100	5/17/2011	4040-0000-0006-000	R172874	Connolly	Thomas	2406 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	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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	5/4/2011	5/24/2011
107	7/12/2011	6285-0000-0016-000	R180097	Kline	Sandra	2740 Gillespie Crystal Beach TX 77650	5/26/2011	9/1/2010
108	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
109	9/20/2011	2118-0000-0002-002	R170276	Hearning	Samuel	947 Ball Ln Gilchrist TX 77617	1/7/2011	2/9/2011
110	10/11/2011	3586-0025-0005-000	R177590	Tully	Ann	991 Bos Rd Gilchrist TX 77617	3/22/2011	10/11/2011
111	1/12/2012	[illegible]	[illegible]	Knobleck	David	1917 May St Gilchrist TX 77617	10/27/2011	6/14/2011
112	1/12/2012	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Gilchrist TX 77617	10/12/2011	5/24/2011
113	1/12/2012	[illegible]	[illegible]	Wise	James C & Billye M	1332 Emerald Dr Crystal Beach TX 77650	10/12/2011	4/6/2011
114	2/7/2012	5010-0000-0003-000	R177952	Rice	R B	986 Matthews St Gilchrist TX 77617	9/29/2011	5/17/2011
115	2/7/2012	6550-0001-0016-000	R186384	Babin	Brian	3610 Tarpon Way Crystal BeachTX 77650	1/9/2012	3/22/2011

Revised Contracts to be signed on 02/07/2012	2
Total Revised Contracts	115

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 29 day of September, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **R.B. Rice, ("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: 986 Matthews St Gilchrist TX 77617, Legal Description: Abstract 64; E. Franks Survey, Lots 3, 4 and 5, Matthews Addition

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 **$91,250.00** 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 **$91,250.00** 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 **$250,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$111,100.00** and structural damage from wind insurance of **$63,522.00** and **$0.00** 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 $115,000 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.

R177952

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 19 day of September, 2011.

X R B. Rice X Lola M. Rice

Seller Signature

R B. Rice
Seller Printed Name

Seller Signature

R.B. Rice
Seller Printed Name

Galveston County

By: Mark Henry
Mark Henry
County Judge

Attest: Dwight D. Sullivan
Dwight Sullivan
County Clerk

RP7952 (F)

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 9th day of January, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Brian Babin, ("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: 3610 Tarpon Way Crystal Beach,TX 77650, Legal Description: ABST 141 M KNOWLTON LOT 16 BLK 1 SINGING SANDS S-D 1

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 $154,715.98 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 $154,715.98 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 $472,338.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of $250,000.00 and structural damage from wind insurance of $30,628.22 and $0.00 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 $14,578.19 for certain repairs for which receipts were provided have been added.

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.

R186384

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 28th day of September, 2011.

X _____
Seller Signature

Brian Babin
Seller Printed Name

X _____
Seller Signature

Roxanne Babin
Seller Printed Name

Galveston County

By: _____
Mark Henry
County Judge

Attest: _____
Dwight Sullivan
County Clerk

R186384 (E)

AGENDA ITEM #27a

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

Date of Request:	1/31/12	Department:	Facilities		
Renewal Contract:	NO	Orgkey.	1101170100	Object Code:	5481000
Contract Start Date:	2/7/12	Vendor:	South Waste		
Contract End Date.	2/28/13	Vendor No:	711766	Contract No:	
Description.	Vendor will provide services to clean under ground Grease traps and (1) Lint Trap - Jail.				
Contract # Issued By Purchasing:	CM12085	Requested Legal Review:		Yes/No _____	

Fund Name	Fund #	FY12 $ Budget	FY12 $ Request	FY13 $ Request	FY14 $ Request	FY15 $ Request	FY15 $ Request
General	1101	$12,840.00					
Totals:		$12,840.00	-	-	-	-	-

Total Cost:

Approved By:	Date	Signature
Department Head:	1/31/12	
Assistant Purchasing Agent:	2/3/2012	
County Legal:		
County Budget Office:	2/1/2012	

Form Number

liquid
ENVIRONMENTAL
SOLUTIONS

Friday, January 13, 2012

County of Galveston- County Jail
5700 Avenue H
Galveston, Texas 77551

Re Request for Quotation for the Grease and Lint Interceptor Cleaning

Dear Debra J Belany.

Liquid Environmental Solutions (LES) is pleased to submit our Request for Quotation for the Grease Interceptor Cleaning

Our company is built on Three Pillars – Commitment to the Environment, Customer Service, and Safety and Compliance – which are evident in everything we do on behalf of our Customers, our Team Members and the Communities in which we operate

Gallons	Waste stream	Frequency	Service	Annually
15,000	Grease	Quarterly	$ 5,092.00	$ 20,368.00
2,000	Lint	Quarterly	$ 920.00	$ 3,680 00
	Line Jetting	Semi annually	$ 83 00	$ 166 00
	Lint Trap Sample	One time (if needed)	$ 411 00	$ 411.00
25	Grease	Quarterly	$ 200 00	$ 800.00
			Total	$ 25,425 00

The above pricing includes the Energy fee (fluctuate monthly according to the Department of Energy and Environmental fee 3.30%. This fee will be billed as a separate line item on each invoice

We appreciate the opportunity to submit our proposal.

Respectfully,
Liquid Environmental Solutions

//S// *Shangaleza T Godwin*

Shang Godwin
Government Sales

DARLING
INTERNATIONAL INC

01/27/11

To Debra Belaney
Galveston County

Re Grease trap service

Dear Ms Belaney,

This memo is to confirm that Darling International, Inc located at 3701 Schalker Dr Houston, TX 77026, proposes to service the grease trap at the Galveston County Jail located at 5700 Avenue H Galveston, TX 77551 as well as Fire Station #5, located at 5728 Avenue H Galveston, TX 77551, for further disposal at a licensed facility

Darling International, Inc will provide the Galveston County Jail with removal service of all manifested waste on a regular quarterly basis. Darling International, Inc will also hydro-jet the trap itself as well as the line toward the facility and toward the sewer. Darling will provide copy of the manifest at the time of service and another copy will be mailed after the waste has been disposed of properly Darling bids the grease trap 15,000 gallon at 28 per gallon equaling $4200 00 per service for a total annual cost of $16,800 00
Darling International, Inc will provide the same service for Fire Station #5 Darling bids the 25 gallon grease trap at this location at a flat rate of $135 00 per service for a total annual cost of $540 00

Total annual cost for service at both locations is $17,340 00

We can begin this service immediately

Should you need any further information please let us know.

Thank you,

George Baker
Account Manager
Darling International
3701 Schalker St
Houston, TX 77026
832-654-0984

Affordable Environmental Service

P.O. Box 73836
Houston TX. 77090
832-277-2739 Corey

Estimate

Date	Estimate #
1/25/2012	136

Name / Address
Galveston County Facilities 1912 Sealy Galveston TX. 77550 Debra Belamy

Project

Description	Qty	Rate	Total
Grease Trap - Affordable Environmental Service will remove Grease, Grit and lint trap waste for .24 per/gal Every truck is equipped with high pressure water system, for line jetting and pressure washing all inclusive if needed. We are looking forward to providing you a quality service at a reasonable rate. please contact Corey Peters if any further questions	60,000	0.24	14,400 00
Lint trap	8,000	0 24	1,920 00
Grit trap at fire station #5		500.00	500.00
This is the [redacted] charge			16,820.00
Annual Charge			
		Subtotal	$16,820.00
		Sales Tax (8.25%)	$0.00
		Total	$16,820.00

Affordable Environmental Service

P.O. Box 73836
Houston TX. 77090
832-277-2739 Corey

Estimate

Date	Estimate #
1/25/2012	136

Name / Address
Galveston County Facilities 1912 Sealy Galveston TX. 77550 Debra Belamy

Project

Description	Qty	Rate	Total
Grease Trap - Affordable Environmental Service will remove Grease, Grit and lint trap waste for .24 per/gal. Every truck is equipped with high pressure water system, for line jetting and pressure washing all inclusive if needed. We are looking forward to providing you a quality service at a reasonable rate. please contact Corey Peters if any further questions	15,000	0.24	3,600 00
Lint trap	2,000	0.24	480.00
Grit trap at fire station #5		125.00	125.00
This is the quarterly charge			4,205.00

Subtotal	$4,205.00
Sales Tax (8.25%)	$0.00
Total	$4,205 00

SOUTHwaste

America's Leading Wastewater Management Company

Visit us online at *www.southwaste.com*

Quarterly Pump Service Pricing

January 31, 2012

Grease Trap 15000 @ 16 per gallon = $2400 00

Lint Trap 2000 @ 28 per gallon = $560 00

Fire Station Grease Trap 25 gallon = $250 00

Total per service = $3210 00
Total per year (4 services) = $12,840.00

Accepted by:
Your signature

Signed

Mark Henry

Title: County Judge

6407 Hurst St • Houston, TX 77008 • Phone (713) 490-7940 • Fax (713) 490-7943

AGENDA ITEM #28a

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, February 7, 2012
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2012	12-027-0207-A	**Information Technology** – Request to transfer budget from General Fund Budgeted Reserves to Contract Services to cover the professional services contract – Foxhaven, Inc. d/b/a Net Sales Direct
2012	12-028-0207-A	**Engineering Department** – Request to transfer budget from Avenue H Project to Stewart Road, 75th Street to Cove View project to cover base bid and alternatives 1 and 3

Approved by: Mel Trammell

Mel Trammell, Director of
Finance and Administration

Date 1/31/2012

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Information Technology	Amendment No 12-027-0207-A
Date Submitted	January 30, 2012	(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 transfer budget from the General Fund Budgeted Reserves to Contract Services for the Information Technology professional services contract - Foxhaven, Inc d/b/a Net Sales Direct

This budget amendment does increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-920180-5930000	Line Item Budgeted Reserves	300,000	____
TOTAL - Transfer Amount		$ 300,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-159100-5481000	Line Item Contract Services	300,000	____
TOTAL - Transfer Amount		$ 300,000	

ADDITIONAL COMMENTS

This request is to transfer budget from the General Fund Budgeted Reserves to the line item Contract Services for the Information Technology professional services contract with Foxhaven, Inc , d/b/a Net Sales Direct

	Contract Services
Beginning Budget as of 10/01/2011	$ 442,000
Amendment	300,000
Expenditures and Encumbrances through 01/30/2012	347,492
Remaining Budget upon approval	$ 394,508

Upon approval, the remaining balance in the budgeted reserves in General Fund is $19,731,500

Departmental Authorization ____ Date

N/A ____ Date

Human Resources Department

Budget Office Authorization 1/31/2012 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 2/7/12

Trammell, Mel

Subject: IT Contract

Judge, a budget amendment for $300,000 is probably needed for the extension portion of the IT contract Depending on the needs as identified by the consultants, more funding may be needed than expected for other things. Therefore, if we do a budget amendment now for $300,000, it may be necessary to come back with another budget amendment for the original portion of the contract, $200,000. For now IT is expecting that it will need to attempt to cover the $200,000 with their existing budget

Respectfully,

Mel Trammell
Director of Finance
Galveston County, Texas
722 21st Street, 3rd Floor
Galveston, TX 77550
Ph: 409-770-5398 FAX 409-765-3242
Cell 314-435-4715
Email Mel Trammell@co galveston tx us

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Engineering Department	Amendment No 12-028-0207-B
Date Submitted	January 19, 2012	(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

Budget request to transfer budget from Avenue H project to Stewart Road, 75th Street to Cove View Project in order to cover the base bid and bid alternatives 1 and 3

This budget amendment does not increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Unlimited Tax Road Bonds, Series 2009A 3312-312111-5731136	Line Item Avenue H Project	627,347	
TOTAL - Transfer Amount		$ 627,347	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Unlimited Tax Road Bonds, Series 2009A 3312-312111-5731132	Line Item Stewart Road, 75th Street to Cove View	627,347	
TOTAL - Transfer Amount		$ 627,347	

ADDITIONAL COMMENTS

This budget request is to transfer funds from the Avenue H project to the Stewart Road, 75th Street to Cove View project to cover the base bid and bid alternatives 1 and 3 The contract award will be presented in Commissioners Court on February 7, 2012

	Avenue H Project	Stewart Road, 75th Street to Cove View Project
Beginning Budget as of 10/01/2011	$1,566,436	$4,999,662
Expenditures and encumbrances to date	36,223	324,140
Budget Amendment	-627,347	627,347
Remaining Budget upon approval	$902,866	$5,302,869

G. M. Fitzgerald 1-31-12
Departmental Authorization Date

N/A Date
Human Resources Department

1/31/2012
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 2/7/12

AGENDA ITEM #29a

Texas Veterans Commission
Fund for Veterans' Assistance

Grant VII – January 2012

Grant Application

Applicant Organization Name:

Galveston County

Texas Veterans Commission
P O. Box 12277
Austin, Texas 78711-2277
Phone: (512) 463-1157
E-mail: grants@tvc state tx.us
Web site: www.tvc state.tx us

Grants Applications must be RECEIVED by 5:00 p.m. on February 7, 2012 to be considered.

Thank you for your interest in applying for a grant through the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) The purpose of grants from the FVA is to address the needs of Veterans, their families and surviving spouses.

The information requested in this Grant Application is necessary for TVC to have an accurate understanding of your organization, proposed project and how it can address the needs of Veterans and their families. **The Commission has authorized TVC staff to reject incomplete, ineligible or inaccurate applications.** Therefore, if you have questions about information requested in this Grant Application, please consult the Application Information or contact FVA staff at grants@tvc state.tx us or by phone at (512) 463-1157.

The Grant Application is consistent with Commission rules and policies and, if your application is approved for funding, will allow the TVC to quickly develop the Grant Agreement The Commission's action on Grant Applications is final

The FVA staff is committed to providing a superior level of technical assistance throughout the application, award, reporting and closeout process. We look forward to working with all of you as we ensure that Texas Veterans and their families receive the first-class support they have earned through their service to our country.

Applicant Organization Information

Organization Name: Galveston County
Mailing Address: 722 21st Street
City Galveston
State: Texas
Zip Code: 77550
Physical Address (if different from mailing address) N/A
Organization Telephone: 409-762-8621
Organization Website Address: www.co galveston tx us

Texas House of Representatives District Number(s) of where project services will be provided: House Districts 23, 24, and 129
Texas Senate District Number(s) of where project services will be provided: Senate Districts 4, 11, and 17
Employer Identification Number: **74-6000908**

Authorized Representative of Organization (representative with signature authority)
First Name. Mark
Initial:
Last Name. Henry
Title: County Judge
Telephone: 409-766-2244
Fax. 409-765-2915
Email: Mark Henry@co galveston.tx.us
Mailing Address (if different from organization mailing address): 722 Moody, Ste 200
City: Galveston
State. TX
Zip Code: 77550

Applicant Contact for Grant Project
First Name: Janis
Initial J
Last Name: Bane
Telephone 409-770-5505
Fax 409-770-5530
Email. Janis bane@co.galveston tx.us
Mailing Address (if different from organization mailing address): 123 Rosenberg, Ste 4040
City: Galveston
State: TX
Zip Code 77550

Checklist of Required Attachments

(Applicant is a County)

Ensure that the documents listed below are included with the completed application package. **If a required attachment is not included, the application will not be considered complete.**

The following documents are required for **ALL** applicants, except Counties and Municipalities:

☐ Copy of cover page from the organization's general liability, professional liability and/or malpractice insurance

☐ Copy of the IRS Federal Tax Exemption Letter.

☐ Copy of the Certificate of Filing from the Corporations Section of the Texas Secretary of State

☐ Financial Documentation
An applicant must submit financial documents based on the amount of the grant request to show financial stability in order to be eligible for a grant award. Criteria for the determination of financial stability are specified in the FVA Fiscal Guidelines (http://www.tvc.state.tx.us/images/uploads/about/FVA_Fiscal_Guidelines_Final.pdf)

Amount of Grant Funds Requested	Required Financial Documents
$500,000 - $1,000,000	Most recent audit report, including the management letter
$100,000 - $499,999	Most recent audit report, including the management letter **or** independently reviewed financial statements
$10,000 - $99,999	Most recent audit report, including the management letter **or** independently reviewed financial statements **or** a compilation of financial statements (compilation report)

Grant Assurances

All applicants must agree to the following assurances. This page must be signed and dated by the Authorized Representative who can obligate this organization in a contractual agreement

Applicant assures that:

1 It has read and understood the FVA Fiscal Guidelines
2 It will restrict the use of TVC grant funds to activities and/or purposes that are authorized under the grant agreement
3 It will comply with applicable laws including those pertaining to anti-discrimination measures for employment and services
4. It will, upon request, cooperate with all data collection and evaluation activities undertaken by the Texas Veterans Commission and give any authorized representative of the State of Texas (i e., State Auditor's Office) access to any copies of all financial records, books, papers, or documents at no cost to the TVC
5 It understands and agrees that the Commission may, in its sole discretion, grant funds in greater or lesser amounts and/or for greater or lesser periods of time than requested in this application
6 It understands and agrees that the application, once received by the Commission, becomes the property of the Commission, and any or all ideas contained therein may be used by the Commission.
7 It will provide written reports detailing the use of TVC grant funds consistent with the proposed use described in the grant agreement.
8 It will promptly notify the Texas Veterans Commission if any organizational or project changes occur such that information contained in its grant agreement is no longer correct, or that would render the organization ineligible for a TVC grant award.
9. It will not use any TVC grant funds for the purpose of lobbying as defined in Chapter 305 of the Texas Government Code.
10 It will comply with state and federal laws, regulations, rules, and agency policies, and all applicable OMB Circulars.
11. It will maintain its tax exempt status under Section 501 of the Internal Revenue Code of 1954, for the life of the grant, and will notify TVC immediately if such status changes

I have read these assurances and understand that the grant will be subject to these assurances if this application is approved for funding. I certify that the applicant will comply with these assurances if the application is approved.

Authorized Representative Signature

2/2/12
Date

Applicant Organization Name **Galveston County, Texas**

Part 1: Organization Information

1.1 Organization Overview

Write a brief description of the organization, including (1) your organization's mission statement, (2) major programs and/or services provided by your organization, and (3) how long your organization has provided services to veterans in Texas (300 words maximum)

Galveston County Government is made up of dedicated public servants providing support and services to a population of 291,309 in a geographical area of 378 square miles The governmental organization of Galveston County is established by statutes of the State of Texas Its operations are governed by the Commissioners Court, which consists of four County Commissioners and the County Judge Some of the services provided by Galveston County include: maintaining public records; preserving law and order, operating the County jail; prosecuting criminal behavior; assisting citizens with social services, providing services for Veterans, supporting the District and County Courts; and many more In the 2010 census, there were 23,380 Veterans residing in Galveston County which is a higher per capita percentage than neighboring counties. Galveston County operates the Galveston County Veterans Service Center which provides assistance to Veterans and their families in the application process for VA benefits. There are two VA outpatient clinics located in Galveston and in Texas City. The Galveston County Community Supervision and Corrections Department (GCCSCD) works with the County and District Courts providing supervision for offenders on community supervision (Adult Probation) The Courts, the County Jail, the District Attorneys Office and the GCCSCD have worked with Veterans involved in criminal behavior for decades. The GCCSCD serves Veterans who are placed on community supervision in Galveston County The mission of GCCSCD is to serve and protect the community by reducing criminal behavior and empowering persons placed on community supervision to reintegrate with society as productive, law abiding, citizens.

One of the primary needs of Veterans is accessing services Galveston County started the Veterans Service Office in response to the needs of WW II Veterans and the program continues to grow in response to the number of Veterans in the County

1.2 Organizational Structure

Please describe your organization's structure and include or attach a list of board members Also, provide a short description of the background of key staff. (500 words maximum)

This request is for funding additional services for the Veterans participating in the newly developed Galveston County Drug Court This involves a collaboration of organizations in Galveston County who are working with Veterans involved in the criminal justice systems. The agencies described below are all committed to providing the best services possible to the Galveston County Veterans. The Galveston County Commissioners Court consists of Air Force Veteran, County Judge Mark Henry, and County Commissioners Patrick Doyle, Kevin O'Brien, Ken Clark and Stephen W Holmes The Court has shown its commitment to Veterans through the creation of the Veterans Service Center which is funded through the County budget The Commissioners Court provides either funding or support for all the criminal justice departments in Galveston County. The Court's dedication to

provide services for Veterans is in evidence in other county departments The Galveston County Jail and Sheriff Freddie Poor, have shown a commitment to providing services for Veterans through a cooperative project with the Gulf Coast Center – MHMR. The Gulf Coast Center Executive Director, Michael Winburn, supports programming for Veterans and integrating services for incarcerated Veterans into the grant funded Gulf Coast Center - Veteran Support Services The Veteran Support Services Program links Veterans to services including peer to peer counseling, substance abuse evaluation and treatment, housing, and transportation The Gulf Coast Center also employees a Veterans Specialist

The following Courts of Galveston County preside over criminal cases involving Veterans arrested and charged in Galveston County:

County Court # 1.	Judge John Grady
County Court #2:	Judge Barbara Roberts
County Court #3·	Judge Christopher Dupuy
10th District Court:	Judge David Garner
56th District Court·	Judge Lonnie Cox
122nd District Court.	Judge John Ellisor
212th District Court·	Judge Susan Criss
405th District Court	Judge Wayne Mallia

The Judges of Galveston County have shown their commitment to serving Veterans by prioritizing Veterans with substance abuse issues in the new Galveston County Drug Court Program. Two District Judges will be involved in the Drug Court program.

The Galveston County District Attorney, Jack Roady, and Assistant District Attorneys on his staff have volunteered to spend time working with Veterans who are assigned to the Drug Court.

The Galveston County Community Supervision and Corrections Department (GCCSCD) supervises approximately 3000 probationers who have received a deferred adjudication or probation sentence from the criminal courts serving Galveston County The Judges listed above, and Judge Jan Yarbrough, 306th District Court, comprise the Board of Directors for the GCCSCD. The Board of Judges supports this application for specialized supervision and services for Veterans.

Key staff integral in the creation of the Drug Court with priority for Veteran's include
Judge John Ellisor, Galveston County Administrative Judge and Drug Court Judge,
Judge Wayne Mallia, Chair of the Drug Court Committee and Drug Court Judge;
District Attorney Jack Roady and Assistant District Attorney and Veteran John Hall,
Janis Bane, M. S , Director of GCCSCD, M S. Criminal Justice Administration,
Ramona Benton, M S., director of Veteran Support Services, Mental Health Education specialist Gulf Coast Center.

1.3 Partnerships

Please list partner agencies and/or organizations and describe how you coordinate services with them (300 words maximum)

This grant proposal requesting funding for contract services for Veterans assigned to the Drug Court docket which will involve collaboration with the following agencies·

Galveston County Courts
Galveston County Sheriffs Department
Galveston County District Attorney's Office

Galveston County Community Supervision and Corrections Department
Gulf Coast Center MHMR
Galveston County Veterans Services Office
Veterans Administration.

Veterans involved in the Criminal Justice System may be indentified for referral to the Galveston County Drug Court program by any of the agencies listed above. The Sheriff's Department, District Attorneys Office and the Gulf Coast Center Veteran Support Services (Center). These agencies are in contact with Veterans charged with a criminal offense; when appropriate, the participant will be referred to Peer to Peer support and Cognitive Processing Therapy The Center works closely with the County Veteran Service Officers and the Texas Veterans Commission to provide wraparound services and jail diversion for Veterans and active military service members related to behavioral health
The District Attorney's Office will establish eligibility for participation in the Drug Court program. The Veterans accepted for the program will be supervised on a Specialized Caseload by a Supervision Officer who has extensive knowledge of the needs of Veterans and the resources available Every effort will be made to link Veterans to the available services in order to ensure their successful completion of the program. The District Attorney's Office, the Supervision Officer, and the District Court Judges presiding over the Drug Court will meet with other members of the Drug Court Steering Committee to review cases. The Team will use all the resources available through the partner agencies to ensure that every justice involved veteran diagnosed with a need for drug/alcohol issues receives treatment and is treated with honor and dignity.

1.4 Other Grants

Please list other grants received by your organization within the last three (3) years in the table below

Grantor Agency	Grant Amount	Begin Date	End Date	Summary of Grant Project
OAG	35,880	9/1/2009	8/30/2010	Victims Coordinator
CJD	48,457	9/1/2009	8/30/2010	VAWA - Prosecutor
CJD	19,090	9/1/2009	8/30/2010	JABG - Prosecutor
Texas Task Force ID	133,523	9/1/2009	8/30/2010	Indigent Defense
OAG	35,306	9/1/2010	8/30/2011	Victims Coordinator
CJD	51,194	9/1/2010	8/30/2011	VAWA - Prosecutor
CJD	26,603	9/1/2010	8/30/2011	JABG - Prosecutor
Texas Task Force ID	336,317	9/1/2010	8/30/2011	Indigent Defense
CJD	51,194	9/1/2011	8/30/2012	VAWA - Prosecutor
Texas Task Force ID	130,504	9/1/2011	8/30/2012	Indigent Defense
	Total $868,068.00			

Part 2: Grant Project Information

2.1 Grant Project Service Category

Please check the service category box that best describes the primary focus of the proposed project. *Refer to the Grant Instructions for definitions of the following categories. Please choose only one.*

- ☐ Financial Assistance
- ☐ Homeless/Housing
- ☐ Counseling
- ☐ Transportation
- ☐ Employment
- ☐ Family Services
- X Legal
- ☐ Referral
- ☐ Supportive Services
- ☐ Other – (please explain in 1-2 words)

2.2 Project Summary

Provide a summary of the proposed project (100 words maximum)

The Galveston County Drug Court Program will prioritize Veterans who are involved in the Criminal Justice System. These Veterans may need additional support due to their military service related issues, such as post traumatic stress. This proposed project will fund additional services necessary for Veterans in the Drug Court including Intensive Outpatient Substance Abuse Treatment, the Cognitive Processing Therapy and residential substance abuse treatment. The successful Drug Court graduates who are Veterans will be referred to the "Bring Everyone into the Zone" in Killeen, Texas for training for peer to peer mentoring of other justice involved Veterans.

2.3 Geographic Service Area

Regions

Please check all regions in which services will be provided through the proposed project. *Refer to Page 6 of the Grant Instructions for the FVA Region Map and County List*

- ☐ 1 Panhandle Region
- ☐ 2. West Texas Region
- ☐ 3 Alamo Region
- ☐ 4 South Texas Region
- X 5 Gulf Coast Region
- ☐ 6 Central Texas Region
- ☐ 7 East Texas Region
- ☐ 8 North Texas Region
- ☐ 9 Statewide

Counties

Please list all counties to be served by the proposed project. If the service area covers the entire state, list "statewide."

Galveston County

2.4 Eligibility Definition

Please provide definitions of who will be eligible to participate in the project (veteran, dependent, family member, etc.) and how you will determine eligibility. (100 word maximum)

Eligibility criteria for the Galveston County Drug Court Program consist of the following:

- Have a pending misdemeanor or felony alcohol, drug or drug-related case; or be on probation or deferred adjudication for a drug or alcohol related case;
- 17 years or older,
- Eligible for community supervision;
- Have a documented drug dependency problem;
- Resident of Galveston County;
- Display a willingness to change and commitment to sobriety,
- Be willing to enter residential program if recommended;
- Willing to commit to a minimum 12 program,
- Recommended by the District Attorney;
- Priority consideration for Veterans

Part 3: Reporting and Management

Organizations receiving funding will be required to periodically report project activity and expenditures as outlined in their Grant Agreement. Project progress will be measured using Commission-established benchmarks Organizations unable to meet benchmarks will be subject to Corrective Action. Expenditure and Performance Benchmarks are as follows:

Grant Period Elapsed	Portion of Total Award to be Expended	Portion of Required Performance Measures Met
25%	15%	15%
50%	40%	40%
75%	70%	70%

3.1 Performance Measures

Organizations receiving grant funds will calculate performance by counting each veteran, their dependents, and survivors that receive grant-funded service. The aggregate number of veterans, dependents and survivors will be reported periodically to TVC using the Monthly Performance and Expenditure Report Form. **Projected performance** should reflect the total number of unduplicated veterans, dependents and survivors that the applicant organization anticipates serving throughout the grant term through the proposed project Please list projected performance and the tool by which numbers served will be measured in the table below If the proposed project will not serve one of the categories, please list "N/A." *Refer to Grant Instructions for detailed directions*

Performance Measure/Deliverable	Tool Used to Measure Performance	Projected Performance/Result for the Grant Period
Number of veterans served (Required performance measure for all applicants)	Community Corrections Software captures program participation and outcomes MIS Software follows program progression in phases	15
Number of dependents served (Required performance measure if served.)	N/A	N/A
Number of veterans' surviving spouses served. (Required performance measure if served.)	N/A	N/A

If applicable, please list any additional performance measures in the table below.

Additional Performance Measure/Deliverable	Tool Used to Measure Performance	Projected Performance/Result for the Grant Period (% or #)
Percentage of Veterans who Successfully complete Drug Court	Community Corrections Software captures program participation and outcomes MIS Software which follows program progress	80%

3.2 Performance Reporting

Please describe how each Performance Measure listed in the Performance Measures Table above allows you to measure the success of the project and which project goals are met, explain the tools and methods used to measure and monitor performance (including any specific software, program, or database used), and how each projected performance result is determined. (300 words maximum)

The **Number of veterans served** performance measure will be monitored through monthly reports and community supervision progress notes for the Drug Court. Two software systems will be utilized. The Community Corrections Software tracks each probation case, progress and participation in programs through chronological recordings The MIS tracking system, designed and utilized by drug courts, provides Drug Court Team members with a synopsis of activity for participants The Drug Court capacity is 30-40 clients annually It is anticipated that 40-50% of the participants will be Veterans. Progress will be measured through phase progression that includes drug screening and treatment participation along with regular court appearances.

The **Percentage of Veterans who successfully complete community supervision** performance measure will be monitored through supervision records. Veterans who complete the Drug Court, who enter in the Pre-trial Diversion stage will have their criminal case dismissed. These numbers will be tracked by the software mentioned above.

3.3 Fiscal Reporting

Please describe your plan, policies, and/or procedures for grant fiscal management and how reporting activities will be managed and monitored. Describe your fiscal management system, including software used (300 words maximum)

The Galveston County Auditors Office manages the Fiscal activities of the Galveston County Community Supervision and Corrections Department Grant funds received from this proposal are set-up in a separate grant account specific to this grant. This account would be added to the as a new cost fund in the county budget software: Integrated Finance and Accounting Solutions (IFAS) Each line item on the Department budget is entered as a separate cost center. The IFAS system requires approval from a Department Head as well as the County's Purchasing Department before money is released from the cost center to pay for any bills which are entered in the system as purchase orders. The revenue and expenses for each cost fund and its individual cost centers are routinely monitored by the County Auditor's Office as well as the Department Finance manager

Grant funds would be listed as a separate line item and would be directly linked to services for Veterans in the drug court

The Department's financial management is also dictated by the Texas Department of Criminal Justice – Community Justice Assistance Division (CJAD). Each dollar spent on services for offenders is tracked and monitored by the budget approved by CJAD, regardless of the origin of the funds. CJAD has a Fiscal Management Manual that describes in detail the responsibilities of Departments in the management of financial matters The Department also is required to have an independent audit annually.

3.4 Sustainability Plan

Describe the plan for continuing the project after the grant period ends Also, describe the organization's commitment to continuing the grant project using existing financial or other resources (300 words maximum)

The Galveston Commissioners Court, Board of Judges, District Attorney's Office, the Galveston County Community Supervision and Corrections Department and the Drug Court Steering Committee are committed to the Galveston County Drug Court Program. Funding for 2013 through the Office of the Governor is being requested in February 2012. In addition, a funding request for the Drug Court, as well as an additional Veterans Court, is included in the Galveston County Community Justice Plan which will be submitted to the Texas Department of Criminal Justice - Community Justice Assistance Division on March 1, 2012 for funding for 2014 – 2015. Additional grant applications for Drug Court funds and Veteran Court funds will be requested as they become available.

In the absence of additional grant funding, the Board of Judges, District Attorney, Jack Roady, and Community Supervision and Corrections Department Director, Janis Bane have committed to utilize existing resources for the Drug Court with the prioritization of Veterans in the event all outside funding is no longer available This can be accomplished by a volunteer District Attorney, a volunteer Judge and a Community Supervision Officer assigned to a caseload of drug court participants which would continue to prioritize Veterans The GCCSCD will provide contract funds for these offenders. The number of participants would be reduced to a number consistent with the Department budget.

Part 4: Budget and Budget Narrative

4.1. Budget Summary and Tables

Enter the amount of Project Costs in Column A (*Please refer to the Grant Instructions for detailed directions)*

Grant Period: (list if different from 7/1/2012-06/30/2013)
Amount of Grant Funds Requested: $43,250.00
Indirect Cost Percentage cannot exceed 7% of total grant award

	Budget Table 1	Total Budget
	Budget Category	**Total Costs**
	Direct Costs	
1	**Personnel** (total salary and benefits from table 2)	**$0**
2	**Client Services** (including counseling, support such as rental assistance, bill payments, etc , transportation, and contracted services, including contract personnel providing services to clients)	**$40,750.00**
3	**Equipment** (non-capitalized)	**$0**
4	**Supplies and Materials**	**$0**
5	**Travel**	**$2,500.00**
6	**Other** (Provide detail in Budget Narrative)	**$0**
A	**Total Direct Costs (Line 1 thru 6)**	**$43,250.00**
B	**Indirect Costs (not to exceed 7% total award)**	**$0**
C	**TOTAL BUDGET (sum lines A and B)**	**$43,250.00**

Budget Table 2 Personnel Costs Breakdown (Totals MUST tie to A.3 Total Personnel Costs - Budget Table 1)		Column A	Column B	Column C
Position Title (List each position individually)	**% time allocated to grant**	**Amount of Annual Salaries & Wages**	**Amount of Annual Employee Benefit Costs**	**Total of Annual Salary & Benefits Allocated to Grant (A+B)**
N/A	**%**	$	$	$
	%	$	$	$
	%	$	$	$
	%	$	$	$
	%	$	$	$
	%	$	$	$
	%	$	$	$
	%	$	$	$
	%	$	$	$
	%	$	$	$
	TOTAL	**$N/A**	**$N/A**	**$N/A**

Note: Column A should be entered as the annual amount of Salaries & Wages **allocated to the grant** for that employee. Not the employees total annual salary unless allocated at 100%

Note. Column B should be entered as the annual amount of Benefits **allocated to the grant** for that employee Not the employees total annual benefits unless allocated at 100%

Note. Column C totals Column A plus Column B. This total is reported on Budget Table 1 under 'Personnel' and must equal

4.2 Budget Narrative

The Budget Narrative MUST include a description of each line-item in Budget Table 1, and 2 and MUST also include a calculation showing how you arrived at the budgeted amount for each line item (*Please refer to the Grant Instructions for detailed directions).*

Table 2 - A . Salaries and Wages (support each position included in Budget Table 2 Personnel Breakdown).
N/A

Table 2- B Employee Benefits (support each position included in Budget Table 2 Personnel Breakdown)
N/A

Table 1-2 Client Services

Type Treatment	Number served	Cost per person	Total
Intensive Outpatient Substance Abuse	10	$2500 00	$25,000 00
Inpatient Residential	5 for 30 days each	$1650.00	$8,250 00
Cognitive Processing Therapy	15 for 5 sessions each	$500 00	$7,500 00

Table 1- 3 Equipment (non-capitalized)
N/A

Table 1 - 4 Supplies and Materials
N/A

Table 1 - 5 Travel
$2,500 00 is budgeted for specialized training for the Community Supervision Officer regarding best practices for serving Veterans who are experiencing legal difficulties as a result of their military experience.

Table 1 - 6 Other (list line items by category e g, Repairs and Maintenance, Utilities, Rental of Space. Next, list the expected costs by line item and the total for the category The grand total must tie to Table 1 'Other')
N/A

Part 5: Statement of Work

Statement of Work MUST include the following: 1) a detailed description of the project including services to be provided and goals of the project, 2) how the organization determined/assessed the need(s) for the project within the geographic area of service; 3) how the project meets that determined need(s); 4) how the organization will target/reach veterans to provide the services of the project. *Please refer to the Grant Instructions for detailed directions.* (Total 2,500 words maximum)

5.1 Detailed Description Please provide a detailed description of the project including the services to be provided and the goals of the project

The purpose of the Galveston County Drug Court Program is to use the authority of the court to enhance motivation for treatment and positive behavior change. Successful completion of the program is a cost-effective way to reduce drug use and criminal behavior in non-violent offenders. In addition to substance abuse problems, the Drug Court Program is designed to address co-occurring disorders including emotional, family, mental health and particular issues associated with veterans and active military individuals. The Drug Court Program will collaborate with local agencies to guide offenders through the processes of obtaining assistance in family issues, living accommodations, education, counseling, anger management, financial assistance, employment and other community issues that will have a positive impact on the offender, their family and the community The Drug Court will involve a phase system with close communication with the Court, the treatment providers and the supervision officer The phase system will monitor the individual's advancement towards his/her goals.

The Drug Court will include both Veteran's and Non-Veterans Offenders Each Veteran offender will be eligible for enhanced individualized services depending on their particular need areas available through this funding The Veterans services will include the option of Cognitive Processing Therapy (CPT) which is recommended for persons dealing with trauma-related issues This treatment can be especially powerful for those who have been in combat/war, exposed to injured/wounded soldiers, experience of sexual abuse or who have PTSD or TBI symptoms The Veteran's treatment will include specialized services designed for justice involved Veterans including collaboration with the Texas Veterans Commission, the County Veterans Office, the Veterans Administration and the Gulf Coast Center-Veteran Support Services. Veterans Support Services will provide peer-to-peer support/counseling and community veteran reintegration services These reintegration services include the following:

- Substance abuse screening, assessment and treatment;
- County Veteran Service officers and the Texas Veterans Commission;
- Programs that support housing and employment;
- Programs that support female veterans,
- Jail diversion programs for veterans and active military service members related to behavioral health services
- Veterans Administration Outpatient Clinic

The Phase system is described below

Phase 1 Orientation

The referred defendant must participate in a scheduled assessment/orientation session prior to acceptance into the Drug Court program at which time he/she will

1 Treatment providers will provide an assessment and treatment plan to determine the appropriate level of care and the treatment course, and, if approved;

2 An initial treatment recommendation from varying options such as long term residential (180 days), short term residential (90 days) in intensive or outpatient;

3 Receive and review instructions for the next phase of the program,

4 Begin weekly court attendance

Phase 2

Phase 2 of the Drug Court program shall require, in addition to the regular terms of probation, the following of the defendant

1 Remain alcohol and drug free

2 Participate in all random drug screens

3. Make contact with Community Supervision Corrections Department Supervision Officer at least weekly. Attend all counseling sessions and participate in programming

4. Must be employed or actively seeking employment, in school full-time, or living in a residential treatment facility

5 Discontinue contact/association with other persons known to use or sell drugs

6 May move to bi-monthly court attendance.

Phase 3

Phase 3 shall require, in addition to the regular terms of probation, the following of the defendant

1 Remain in compliance with all requirements of Step 2, and

2 Pay, or make arrangements to pay, all program participation fees, and

3 Follow and complete the treatment plan developed for the individual and the overall program

4 May attend monthly court sessions.

Phase 4

Graduation and Termination

Phase 4 is the final evaluation and graduation phase of the Drug Court program intended to evaluate the ability of the participant to remain sober and drug free without future supervision and shall require the following of the participant for a period of, at least, 6 months:

1 Submit to random drug screens at the request of the Community Supervision Corrections Department Supervision Officer

2 Remain alcohol and drug free

3. Must be employed or in school full-time

4 Arrange and continue counseling for substance abuse, or substance-related issues

5 Participate in all group counseling required by the program until successful completion

6 Complete final payment of all outstanding program fees

7. Participant must have completed Phase 4 of the Treatment Protocol.

The following activities describe the participant's involvement in treatment in each phase

Treatment Protocol

In order to provide the Drug Court participant with a treatment regimen that is effective at maximizing his/her chances of long-term sobriety and program success, a Drug Court treatment model shall be developed by the treatment provider based on substance abuse education, support group (such as Alcoholics Anonymous or Narcotics Anonymous), peer support group, group processing and cognitive behavioral intervention. The treatment protocol shall include structured group and individual counseling, documented support group attendance, and education pertaining to substance abuse and substance abuse-related issues. The Drug Court team shall frequently review the treatment protocol to ensure its effectiveness and to offer suggestions to the treatment provider in order to ensure a diversity of feedback in regard to the Drug Court program.

Phase I Orientation

Treatment providers will provide the following services during Phase I of an individual's participation in the Drug Court

1) Three one-hour education groups per week with emphasis on treatment basics; disease model, recovery tools and strategies, resistance skills, communication skills, relapse prevention, life skills, HIV/STD;.

2) Three two-hour recovery group counseling sessions per week with emphasis on cognitive intervention.

3) Participation of the primary counselor in the bi-monthly planning team meeting and the bi-monthly drug court. Participation shall include input on each drug court participant's status in the drug court program, suggestions on rewards/sanctions, and notification of any event affecting the participant's status in the drug court program.

Phase II

Treatment providers will provide the following services during Phase II of an individual's participation in the Drug Court Program

1) Two two-hour recovery group counseling sessions per week with emphasis on group process and cognitive intervention

2) A minimum of two individual contact sessions per month for each drug court participant

3) The treatment provider may require more individual sessions based on the participant's progress. Participation of the primary counselor in the bi-monthly planning team meeting and the bi-monthly drug court. Participation shall include input on each drug court participant's status in the drug court program, suggestions on rewards/sanctions, and notification of any event affecting the participant's status in the drug court program.

Phase III

Treatment providers will provide the following services during Phase III of an individual's participation in the Drug Court Program

1) One two-hour recovery group counseling sessions per week with emphasis on group process and cognitive intervention.

2) A minimum of one individual contact session per month for each drug court participant The treatment provider may require more individual sessions based on the participant's progress.

3) Participation of the primary counselor in the bi-monthly planning team meeting and the bi-monthly drug court. Participation shall include input on each drug court participant's status in the drug court program, suggestions on rewards/sanctions, and notification of any event affecting the participant's status in the drug court program.

Phase IV

1) A minimum of one individual contact session per month for each drug court participant The treatment provider may require more individual sessions based on the participant's progress. Session(s) will be scheduled by treatment provider

2) Participation in weekly one-hour Peer Recovery Group

Veteran's successfully graduating from this program will be offered the opportunity to attend training in Killeen, Texas to become a peer-to-peer counselor through the "Bring Everyone into the Zone" program

If indicated, at assessment or during the treatment course, referral to a more intensive level of care such as intensive outpatient or residential care will be made accessible to drug court participants The participant shall be required to attend three community support groups per week upon his/her entry into the drug court program and shall do so until graduation from the program. The participant will be required to document his/her attendance by having another participant of the support group meeting sign and date a standard signature card that will be given to the primary counselor and filed in the record The Drug Court team shall monitor the treatment protocols being observed to ensure the effectiveness of each provider's program and to guarantee each provider is delivering the services required by the committee

5.2 Need Determined

Please provide a description of how your organization determined, identified, and assessed a need(s) for the project within the area of service.

Galveston County is one of 22 Texas Counties mandated by House Bill 530 during the 80th legislative session to implement a drug court due to a countywide population of over 200,000 On January 1, 2011 approximately 40% of persons on probation in Galveston County were being supervised for a substance abuse related charge Also, Galveston County has a high population of Veterans with approximately 24,000 veterans living in Galveston County According to data from the Veterans Justice Outreach and the Veterans Administration Medical Center, "Army soldiers screened 3 to 4 months after returning from deployment to Iraq showed that 27% met criteria for alcohol abuse and were at increased risk for related harmful behaviors (e.g., drinking and driving, using illicit drugs)." Galveston County Commissioners Court is concerned about the Veterans with substance abuse issues who are involved in the criminal justice system. The Galveston County Drug Court Program is designed to address the co-occurring disorders of mental health and substance abuse that often occur in the criminal justice populations, prioritizing eligible Veterans

In a recent poll of Supervision Officers, there was an average of four Veterans on each caseload Generally the offense behavior is substance abuse related and many of these Veterans would be eligible for the Drug Court Veteran's Track where they would be able to access specialized services.

5.3 Need Met

Please describe how the project meets identified need(s)

Drug involved offenders are more likely to relapse and be unsuccessful in their sobriety and completion of supervision resulting in incarceration The Drug Court model creates a non-adversarial approach to the courtroom experience. Together, the Judge, Prosecutor, Defense Attorney, Probation and treatment providers work with the offender toward a common goal of breaking the cycle of substance abuse and criminal behavior. The Drug Court model, which is also used in Veteran's Courts, has been shown to be very effective in improving public safety and reducing recidivism By addressing the multiple needs of the offender and assisting them in the navigation of multiple systems, the chance of success for participants is greatly increased

The District Attorney's Office is willing to offer Pre-trial Diversion to eligible Veterans which affords them the opportunity to complete the program and as a result have the charges against them dismissed Therefore, the program not only addresses problematic behavior and treatment issues, but assists the Veteran in not having a criminal conviction on their record.

5.4 Outreach

Please describe how your organization will target and reach veterans to provide project services

The Galveston County Drug Court team will be involved in the bi-monthly Veteran Task Force meetings convened by the Gulf Coast Centers-Veterans Support Services These meetings consist of representatives of all Galveston County programs serving Veterans. In addition, Assistant District Attorneys, Defense Attorneys and Supervision Officers will receive training on the Veterans Track of the Galveston County Drug Court Program.

Galveston County does not have a current FVA Grant

Part 6: Current or Previous FVA Grantees (Not Applicable to Galveston County)

This section is to be completed only by organizations that currently have or have previously had an FVA grant. *Refer to the Grant Instructions for detailed directions*

6.1 Previous Grant Contract Number

6.2 Amount Previously Awarded

$

6.3 Grant Period Dates

/ / - / /

6.4 Benchmarks

Performance

Did you meet your performance benchmarks? ☐ Yes ☐ No

If no, please explain why (250 words maximum)

Expenditure

Did you meet your expenditure benchmarks? ☐ Yes ☐ No

If no, please explain why. (250 words maximum)

6.5 Grant Successes and Challenges

Please provide a detailed description of the success and challenges of your FVA grant-funded project. (300 words maximum)

AGENDA ITEM #29b

CEPRA Project No _____
(Agency Use Only)

PROJECT GOAL SUMMARY (PGS) APPLICATION FORM

For Erosion Response Project Funding Under the
Coastal Erosion Planning and Response Act (CEPRA)
Cycle 7

Potential project partners must submit all required information using this form

Applicant Information

Application Type ☒ Regular Submission ☐ Emergency Submission

If emergency submission, briefly explain the emergency situation the project proposes to mitigate:

PGS Application Submittal Date (mm/dd/yy). 02/07/2012 Date Received. _____
(Agency Use Only)

Project Title: Rollover Pass Beneficial Use of Dredged Material Beach Nourishment

Name of Potential Project Partner: Galveston County

Physical Address: 722 Moody, Suite 317

City: Galveston Zip+4: 77550 -

Point of Contact (POC) Connie Nicholson Title: Grants Manager

Phone: 409 - 770 - 5355 ext.: Fax: 409 - 765 - 4551

Email: connie nicholson@aco.galveston tx.us

Authorizing Official (if different from POC). Mark Henry Title: County Judge

Project Type (check all that apply)

☒ Beach Nourishment
☐ Shoreline Protection
☐ Study/Research Project
☐ Demonstration Project
☐ Post-Storm Damage Assessment Project
☐ Other (describe):
☐ Dune Restoration
☐ Marsh Restoration or Protection
☐ Debris Removal
☐ Storm Damage Mitigation Project

For Beach Nourishment and Dune Restoration projects only:

Does project incorporate beneficial use of dredged material (BUDM)? ☒ yes ☐ no
Is a sand source identified for beach nourishment? ☒ yes ☐ no
If "Yes" to either of the above two questions, please respond to the following.

1. Location of sand source: GIWW and Recycle sand from placement are #36
2. Owner of sand source: State of Texas
3. Cost of sand per cubic yard: Incremental cost to place sand on beach is yet to be determined

4. Is the source permitted by the US Army Corps of Engineers? ☒ yes ☐ no
   If no, please attach, if available:
   a. sieve analysis of sand **Completed as part of existing USACE permit**
   b. chemical analysis of sand **Completed as part of existing USACE permit**
   c archeological survey of borrow area **Completed as part of existing USACE permit**
5 Quantity of sand available (cubic yards): **Minimum of 200,000 cu/yds**
6. Describe any availability restrictions: **Sand for this project would be dredging of the Gulf Intracoastal Waterway (GIWW) channel, and potentially from additional dredge material placement areas along the GIWW.**

Project Length
For Beach Nourishment and Shoreline Protection projects, linear length of project: **Approximately 1 mile east or west of Rollover Pass.**

For Marsh Restoration projects, linear length and acreage:

Project Location
County or counties where project is located: **Galveston County**

State Representative name(s) /district(s) where project is located **Craig Eiland, District 23**
State Senator name(s) /district(s) where project is located: **Joan Huffman, District 17**

US Congressional Representative name(s) /district(s) where project is located: **Ron Paul, District 14**

Erosion Rate at Project Location
Describe the erosion rate (feet/year) in the vicinity of the project **3 to 9 ft/yr**

Cite the source of information: **Bureau of Economic Geology (2004)**

Funding Summary
Total CEPRA Funds Requested: 152,000.00

Total Partner Federal Match Funding:

Total Partner Non-Federal Match Funding: 38,000.00

Total Project Cost: 190,000.00 **Incremental cost only to place dredged material on the beach. USACE assumes all other project costs.**

Sources of Match Funding
In the table below, list secured or potential sources of match funding including any federal funding sources and in-kind services. **Do not include CEPRA funding in this table** Accurately list timelines and limitations associated with funding sources:

Funding Source for Match	Cash Amount	In-Kind Amount	Is funding committed for the Cycle 7 biennium? (Y/N)	Funding Availability Date (mm/dd/yy)	Funding Expiration Date (mm/dd/yy)	Other Constraints (describe)
CEPRA	152,000 00					
County Match	38,000 00		Y	**10/1/2011**	**9/30/2012**	**Project is based on USACE maintenance schedule**
TOTALS	190,000 00					

Beach Access and Use Plan Eligibility
If the local government(s) within whose jurisdiction(s) the study or project is proposed is/are required to administer a beach/dune program, does/do the local government(s) have a Beach Access and Use Plan in place? ☒ yes ☐ no

If yes, name of the local jurisdiction. **Galveston County**

Local Coastal Erosion Response Plan Eligibility
If the local government(s) within whose jurisdiction(s) the study or project is proposed is/are required to administer a beach/dune program, will the local government(s) have submitted a draft erosion response plan to the GLO on or before July 1, 2011? ☒ yes ☐ no

If yes, name of the local jurisdiction: **Galveston County**

Hazard Mitigation Eligibility
Is there a Hazard Mitigation Plan in place for the proposed project area? ☒ yes ☐ no

If yes, name of local jurisdiction responsible for hazard mitigation: **Galveston County**

Is the proposed project eligible for FEMA disaster Public Assistance or mitigation funds under the Hazard Mitigation Grant Program? ☒ yes ☐ no

Engineered Beach/Dune Maintenance and Monitoring
If the project is proposing renourishment of an existing engineered beach/dune or is for a new engineered beach/dune nourishment, is an ongoing beach/dune maintenance and monitoring plan in place for the proposed project area? ☒ yes ☐ no

Project Description (500-word limit)
Provide a narrative of the project description that addresses each of the following:

Describe the location and geographic scope of the erosion problem:

Rollover Pass is located east of the Galveston-Houston ship channel, the shoreline on either side of the Pass is erosional. The worst erosion is occurring primarily within 2 miles of the Pass. The area of the GIWW that requires maintenance dredging is located in the lee of the Pass. Adjacent to this area is DMPA#36, which

is a potential additional sand source for nourishment of beaches within the vicinity of Rollover pass. Additionally, discussion has been had with the USACE to consider options that would relieve the present intense maintenance cycle, to possibly allow for additional time to pass between cycles. This could be achieved by increasing the depth of the channel, possibly excavating parts of Rollover Bay as presently authorized by permit, or by using some of the previously dredged material stockpiled at the respective placement areas. Additionally, the USACE is considering a permit application that would facilitate the closure of Rollover Pass.

Describe the desired outcome(s) of the proposed project

The project will utilize material dredged as part of the maintenance effort for the federal channel- GIWW, and potentially from DMPA site #36 to provide material for beach nourishment in the vicinity of Rollover Pass. The beach portion of the project is expected to widen the beach and provide increased storm damage protection and increased recreational beach near Rollover Pass.

Discuss any prior erosion response work, including a listing of any known erosion response studies and investigations in the vicinity of the proposed project, and whether the proposed project compliments existing erosion response measures

Several shoreline protection projects have occurred within the proposed project area. A geotextile core dune was utilized along 5.4 miles of shoreline, roughly centered at Rollover Pass. Several repairs to the geotextile tubes and replacement of the sand cover have been performed in response to damage by severe storms. In addition, several beneficial use beach nourishments were performed by the GLO in coordination with the USACE as part of maintenance dredging of the Gulf Intracoastal Waterway (GIWW). Material has been placed on both the west and east sides of Rollover Pass.

Describe the proposed work sequencing including, if applicable, whether the proposed project will be divided into phases (e.g. reconnaissance study, preliminary engineering, alternatives analysis/feasibility study, permitting, engineering design, construction):

The proposed project will consist of design, permitting, (this includes possible permit amendments) and construction. The project could be divided into design / permitting / construction phases; however project efficiencies could be gained by continuity of phases.

Recommend the preferred erosion response alternative that would address the problem, if known:

Beach Nourishment

Project Benefits

Describe the effect and benefits of the proposed project on public safety, access and public infrastructure and property threatened by erosion:

Galveston County proposes to partner with the Texas General Land Office and the USACE to conduct periodic maintenance dredging of the GIWW. This project would fund the incremental costs to transport the material to the beach. As a part of the maintenance dredging the material removed from the channel would then be used for beach nourishment back onto the public beach with multiple benefits:

1)-to increase storm damage protection

2)- provide for increased public recreation

3)-endangered species habitat restoration.

4)- Mitigation of hazards in the federal channel reducing risks to navigation

Another component of this project could be the closure of Rollover Pass to eliminate future sand migration into Rollover Bay and the GIWW that would increase the length of time between dredging cycles,

Describe the effects and benefits of the proposed project on private infrastructure and property threatened by erosion:

The increase in beach width will provides additional storm damage protection which is expected to help reduce damage to existing upland structures and property.

Describe the effects and benefits of the proposed project on natural resources threatened by erosion:

The widening of the beach will help protect existing dune vegetation and habitat, as well as provide increased area for endangered sea turtle nesting habitat and for piping plover nesting.

Describe whether the proposed project will provide for the beneficial use of dredged material from the construction and maintenance of navigation inlets and channels of the State·

This project proposes to use sand from the maintenance of the Gulf Intracoastal Waterway and potentially from existing dredge material disposal areas maintained by USACE, the GLO and TxDOT Disposal areas are either at; or nearing capacity- beneficial use of the dredged material extends the life of the disposal areas and reduces future costs to the responsible agencies.

Describe how project costs are reasonable relative to benefits:

Project costs are off-set by the maintenance costs borne by USACE as a routine cost of the maintenance requirement for the GIWW. Another large project cost assumed by the USACE is mobilization. Project costs are below typical market value and the placement of sand in this area has a tremendous value to the local citizens - the wider beach provides increased storm damage protection to this severely eroding area.

Project Permitting

List all required local, state, and federal permits that have been or will need to be acquired to undertake the proposed project:

Permit Type	Estimated Date of Receipt (Month/Year)	Who will obtain permit?
USACE Permit		**Galveston County / GLO**
Beach Front Construction Certificate		**Galveston County / GLO**

Elaborate on any known permitting or regulatory issues that will need to be addressed:

For proposed Gulf beach projects, describe how the proposed project will comply with the local beach and dune plan, floodplain administration, and beach access:

All projects are coordinated to ensure compliance with the Galveston County Dune Protection Plan

Project Phasing and Timeline

Is this project a single-phase project or one phase of a multi-phase project?

☒ Single-Phase Project

☐ One phase of a multi-phase project

Can the project or phases proposed in this application be completed between 9/1/2011 and 8/31/2013? ☒ yes ☐ no

Describe the phases of the proposed project, if applicable, including a description of the phases that would extend into future funding cycles·

- **Conceptual design review**
- **Preliminary design**
- **Permit Amendment (if necessary)**
- **Construction Documents**
- **Bidding and award**
- **Construction with associated oversight**
- **As Built surveys**

Describe anticipated delays due to permitting timelines, match funding approval/timelines, habitat issues, tourist and bird-nesting season provisions, or approval process timelines from local governing bodies:

Issues are coordinated with the USACE Operations branch for maintenance dredging

Does an adequate financial infrastructure exist to maintain the project/perform post-project monitoring following construction? ☐ yes ☒ no

If yes, please describe:

Attachments/Supporting Documentation

Project Location Map

Attach to this application a map with sufficient detail to show the specific geographic location and boundary of the proposed project

Attach to this application a map with sufficient detail to show the specific geographic location and boundary of the proposed project.

Letters of Support

Please attach to this application letters of support you have received from potential co-sponsors, elected officials, affected jurisdictions, and other stakeholders with an interest in the project. While letters in support of your proposed project are not required, they are strongly recommended.

AGENDA

ITEM

#29c

NO

BACK – UP

PROVIDED

AGENDA ITEM #30a

Policy/Guidelines/Process Change or Clarification Request Form

Date: January 29, 2012 Tracking No PCR-7-Insurance	Initiated by ☐ GCHD ☐ TDHCA/GLO ■ GCLAP ☐ Other Initiator Brad Hubbard Category Policy Update- Landlord Program and First Year Insurance

Title of Clarification Request: Update of GUIDELINES V 5.6.16.12

Issue/Problem Statement:

GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GUIDELINES V 5.6.16.12 ON PAGE 6 "PROGRAM INSURANCE REQUIREMENTS" CURRENTLY HAS A SENTENCE THAT STATES:

."The expectation for this program is that the owner will supply evidence of insurance within 5 days of the final inspection "

Reason(s) for Change Proposal:

The homeowner program has proven that applicants are not adept at providing the necessary insurance bids that meet the requirements of the purchasing department. In addition, applicants attempting to complete this task take an extended period of time which prevents the completion of the housing project

Program and Budget Impact:

This update is consistent with the Housing Program policy This policy change will impact each project but the cost is allowable within the housing cap. This will assist in minimizing the administrative cost that is typically required to help homeowners complete this task

Risks:

If not implemented, completed homes could remain vacant for an extended period of time and administrative cost could escalate because of the assisted time needed to help applicants obtain all the insurance quotes and policies

Proposed Change to section "PROGRAM INSURANCE REQUIREMENTS" ON PAGE 6:

Replace sentence

"The expectation for this program is that the owner will supply evidence of insurance within 5 days of the final inspection "

With New Sentences

"Regarding reconstruction projects, the expectation is that the program will provide hazard insurance, wind insurance, and flood insurance (as needed) for the first year after the home is completed. For rehabilitation projects, hazard, wind and flood insurance policies will be provided for the first year on an as needed basis since some homeowners have adequate policies currently in place "

Policy/Guidelines/Process Change or Clarification Request Form

GCHAP Action:

If GCHAP initiated Date 1 29 12 ☒ Approve ☐ Reject ☐ Make Revisions ☐ Elevate to GCHD

If other initiated. Date _____ ☐ Concur ☐ Recommend Changes ☐ _____ (Other)

GCHD Decision: ☐ Approve ☐ Reject ☐ Make Revisions

Client	Signature (one signature is required)	Date
Jim Gentile, Acting Housing Director Galveston County Housing Dept		1/30/12

Client Notes:

AGENDA

ITEM

#30b

CHANGE ORDER REQUEST LOG

RE Agenda Item #? - Consideration of Approval of various Change Order associated with the Reconstruction and Rehabilitation of various Houses submitted by the Housing Department (CC Agenda 2/7/12)

Builder	City	Appl ID#	Last Name	First Name	CO#	Amount	Original Contract Amt or + Previous CO Amt (less Gap)	Amt Plus CO	"% of Change (Amt/Orig Contract)	Description
JCC	Texas City	12525	Bell	[redacted]	1	$ 8,460 00	$ 42,020 86	$ 50,480 86	0 20	Abatement of Asbestos treatment
JCC	La Marque	12618	Scott	[redacted]	1	$ 8,495 63	$ 71,355 55	$ 79,851 18	0 12	Lead Abatement treatment & Termite damage -remove & replace sheetrock, carpet & exterior walls
SLS	La Marque	12625	Colvin	[redacted]	1	$ 8,804 00	$ 56,766 02	$ 65,570 02	0 16	Complete re-wire of house, remove/replace vinly flooring
Burghli	Texas City	12777	Smith	[redacted]	1	$ 9,071 23	112,569 15	121,640 38	0 08	Texas City Requirement (add attached garage) & engineering fees
DSW	Bacliff	11346	Olgesby	[redacted]	1	$ 7,501 35	118,393 09	125,894 44	0 06	Excavation & Compact fill 1 to 2 feet

AGENDA ITEM #31a

COUNTY of GALVESTON
HUMAN RESOURCES
Jan Piveral, SPHR
Human Resources Director

January 30, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the February 7, 2012 Commissioners' Court Agenda

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Planning Coordinator-Emergency Management submitted by Human Resources Director

Off 409-770-5418 • Fax 409-770-5351
722 MOODY STREET • 3rd FLOOR • GALVESTON, TEXAS 77550

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 1-31-12 DEPARTMENT REQUESTING EXEMPTION Emergency Management

DATE JOB WAS VACANT 1-18-12 4PP END DATE 3-15-12 DATE NEED FILLED ASAP

JOB TITLE FOR EXEMPTION REQUEST Planning Coord. POSITION # 296/00005

BUDGETED POSITION Y

SALARY GRADE-STEP 19A SALARY $ 42,482 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Develops incident action plan & supports operations

JUSTIFICATION FOR EXEMPTION need to provide training prior to Hurricane season.

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED ✓ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 2-7-12

APPROVED ____

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR John Sinder

Branch, Katherine

From. Simsen, John
Sent· Monday, January 30, 2012 5 13 PM
To Branch, Katherine
Subject. Re 4 Pay-Period Exemption Request for 2-7-2012 agenda

Here you go:

The planning coordinator plays a primary role in the Emergency Operations Center when the EOC is activated by developing the incident action plan and supporting the operations and logistics desks. We have had two partial activations already in January due to extreme weather.

The planning coordinator also is essential for managing more than $2 million in state and federal grants which have constant and recurring programmatic deadlines. It is essential that we fill the position quickly so training on these grant and EOC responsibilities can get well under way before hurricane season

-----Original Message-----
From Branch, Katherine
To· Simsen, John
Sent: Mon Jan 30 16:51·15 2012
Subject: RE 4 Pay-Period Exemption Request for 2-7-2012 agenda

Also can you email me a short justification for the need to fill the Planning coordinator prior to 4 full pp.

Thanks

-----Original Message-----
From: Branch, Katherine
Sent. Monday, January 30, 2012 4:49 PM
To: Simsen, John
Subject: RE: 4 Pay-Period Exemption Request for 2-7-2012 agenda

You may promote Mike Stokes without an exemption. Please submit a personnel action form to Sandra Hernandez

I will request an exemption for the planning coordinator.

Kathy

-----Original Message-----
From: Simsen, John
Sent. Monday, January 30, 2012 3:27 PM
To: Branch, Katherine
Subject: Re: 4 Pay-Period Exemption Request for 2-7-2012 agenda

Yes, Mike Stokes to ops coord New person for planning coord.

-----Original Message-----
From· Branch, Katherine
To: Simsen, John

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Emergency Planning Coordinator
DEPARTMENT: Emergency Management
REPORTS TO: Emergency Management Coordinator

EM/6

PAY GRADE:
PAY STEP: 19
Date Created August 1, 2002
Date Revised Jan 11, 2012
Approved by: _____
Approved by: _____

FLSA STATUS XX Exempt ___ Non-Exempt
Emergency Classification Tier: 1

POSITION SUMMARY: This position is responsible for the development and maintenance of the county's Emergency Operations Plan, and assistance with execution of that plan in an emergency. This position also is the focal point of day-to-day administrative office activities, including providing guidance to the office administrative assistant, processing invoices, and assistance with grant preparation and management.

ESSENTIAL FUNCTIONS

- Reviews and evaluates daily threats to the general public and to the county infrastructure, including weather, tides, hazardous materials, transportation, civil unrest, public disturbances, or public utility loss
- Assists with coordination of response and recovery activities following an emergency event
- Assists with internal and external emergency communications using county systems and software, including email and the GCOEM website
- Prepares and delivers presentations on all types of hazards to the general public
- Staffs emergency operations center in the event of activation
- *Participates in emergency management-related meetings with other jurisdictions and community groups*
- Assists county departments with development of emergency operation plans and guidelines for response
- Assists with preparation and financial management of emergency management grants
- Develops and revises Emergency Management Plan, Annexes, Appendices and standard operating procedures (SOP's) as they relate to the Emergency Management Performance Grant (EMPG), and assists with design and execution of EMPG-required training and exercises
- Assists in the preparation of the annual department budget and related presentations
- Shares 24 hour on-call Duty Officer functions with other OEM staff
- Completes other duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

- Comprehensive knowledge of the purposes, principles, terminology and practices employed in emergency management and disaster response
- Comprehensive knowledge of current problems and professional literature in the fields of emergency management and disaster response
- Comprehensive knowledge and understanding of natural resources and land use in the county as it relates to the functions of the department
- Comprehensive knowledge of local and state law, procedures, and policies as they relate to the mission of the department
- Comprehensive knowledge of administrative planning, management, and supervision as it applies to the position
- Comprehensive knowledge of federal, state, and local laws, codes, and regulations relevant to the functions of department
- *Comprehensive knowledge of the geography of Galveston County*
- Thorough knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities
- Skill in performing complex mathematical calculations, and skill in the use of specialized computer software programs
- Skill in making quick, accurate decisions under pressure
- Skill in exercising tact and operating with political sensitivity in the public distribution of information and in potentially explosive situations
- Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, walking, stooping, bending or crouching. The employee may be required to lift light objects and distinguish between shades of color. The work is typically performed in an office environment or in the field, where the employee may be exposed to machinery with moving parts or cold or inclement weather.

SUPERVISORY RESPONSIBILITY

This position exercises direct and functional supervision over various department and county employees during emergency response situations.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field. Must complete all required National Incident Management System (NIMS) classes within six (6) months of employment
- *Experience sufficient to thoroughly understand the work of subordinate positions and to be able to answer questions and resolve problems,* usually associated with one to three years experience or service
- Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated

AGENDA ITEM #31b

COUNTY of GALVESTON
HUMAN RESOURCES
Jan Piveral, SPHR
Human Resources Director

February 2, 2012

To Patricia Grady

From. Jan Piveral, SPHR

Re Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the February 7, 2012 Commissioners' Court Agenda

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Senior Court Services Technician-Pre-Trial submitted by Human Resources Director

Off. 409-770-5418 • Fax 409-770-5351
722 MOODY STREET • 3rd FLOOR • GALVESTON, TEXAS 77550

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Senior Court Services Technician
DEPARTMENT: Court and Pretrial Services
REPORTS TO: Court Services Supervisor

PAY GRADE: 12 **Date Created** 3/1/06 **Approved by:** kb
PAY STEP: **Date Revised:** **Approved by:**

FLSA STATUS __ Exempt _x_ Non-Exempt Annual: $30,065 , Bi-weekly. $1,156 38

POSITION SUMMARY: This position determines payment plan eligibility and provides technical assistance and enforcement efforts to the Justice of the Peace and District Clerk

ESSENTIAL FUNCTIONS

Receive written payment agreements from nine JP courts
Enter account data in OCA system
Generate and mail required notices
Print daily report of missed payments and make telephone contact with defendant
Generate monthly report of collections for each JP court
Assist all JP courts with collection efforts
Assist District Clerk with collection efforts
Assist Contractors/Attorneys with collection efforts
Research and investigation (valid address for defendant)
Communicate with State Parole representative to collect outstanding judgments upon release
Communicate with Texas Department of Corrections to garnish offender accounts
Update District Clerk accounts with payment information
Enter all outstanding felony judgment information into OCA
Prepare and maintain department files
Receive visitors and direct to appropriate personnel or department
Answer telephones, take messages and/or forward calls to appropriate personnel or department

REQUIRED KNOWLEDGES AND SKILLS

Must have an understanding of all local, state, and federal laws, typing speed of 40 wpm,
Ability to operate and maintain records on computer, ability to use various computer software packages,
Ability to make mathematical calculations, Ability to compose original correspondence, spreadsheets, forms, and charts,
Must effectively communicate with people of diverse cultural and educational backgrounds
Ability to adhere to multiple job assignments requested by more than one individual, and prioritize assignments to meet deadlines,
Ability to work independently in the absence of specific instructions or supervision,
Ability to work with small office team under hurried and pressured conditions
Ability to maintain confidentiality
Thorough knowledge of modern business and office policies, procedures and standards
Working knowledge of the geography of Galveston County
Working knowledge of regulations and requirements related to court procedures and the judicial process
Working knowledge of the purposes, principles, terminology and practices related to court procedures and the judicial process
Working knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities
Working knowledge of basic computer hardware and software applications
Sufficient knowledge of local and state law, policies and procedures as they relate to the mission of the department
Ability and patience to work with persons who are difficult or other who may suffer from mental illness
Ability to adapt to a governmental environment

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, stooping, bending crouching, or walking The employee occasionally lifts light objects The work is typically performed in an office setting

SUPERVISORY RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

High School Diploma or equivalent
Must have a valid Texas driver's license
May be required to work more than 40 hours during the workweek

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 2/2/12 DEPARTMENT REQUESTING EXEMPTION Pre-trial

DATE JOB WAS VACANT 2/3/12 4PP END DATE 4-12-12 DATE NEED FILLED asap

JOB TITLE FOR EXEMPTION REQUEST Sr Court Services Technician POSITION # 1251000009

BUDGETED POSITION Y

SALARY GRADE-STEP 12A SALARY $ 30,065 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Court Collections

JUSTIFICATION FOR EXEMPTION Yes

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? NO IF Y, HOW MUCH *WOULD THE OVERTIME COST?* $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Yes

JUSTIFICATION DOCUMENTATION ATTACHED? Yes

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED ✓ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 2/7/12

APPROVED ___

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Yes

WHO WILL APPEAR Bonnie Dunlop

AGENDA

ITEM

#31c

COUNTY of GALVESTON
HUMAN RESOURCES

Jan Piveral, SPHR
Human Resources Director

February 3, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the February 7, 2012 *Commissioners' Court Agenda*

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Legal Secretary-District Attorney submitted by Human Resources Director

Off 409-770-5418 • Fax 409-770-5351
722 MOODY STREET • 3rd FLOOR • GALVESTON, TEXAS 77550

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 2/3/12 DEPARTMENT REQUESTING EXEMPTION District Attorney

DATE JOB WAS VACANT 2/3/12 4PP END DATE 4-12-12 DATE NEED FILLED asap

JOB TITLE FOR EXEMPTION REQUEST Legal Secretary POSITION # 56

BUDGETED POSITION Y

SALARY GRADE-STEP 12A SALARY $ 30,066 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Works with Case files

JUSTIFICATION FOR EXEMPTION Case files

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED ✓ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ____ DATE ON AGENDA 2/7/12

APPROVED ____

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Jack Roady

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Legal Secretary - #56 & 46
DEPARTMENT District Attorney's Office
REPORTS TO: Legal Section Supervisor

DA/13

PAY GRADE 12 **Date Created:** August 1, 2002 **Approved by:** _____
PAY STEP _____ **Date Revised.** _____ **Approved by:** _____

FLSA STATUS: __ Exempt _X_ Non-Exempt

POSITION SUMMARY: This position provides clerical and administrative assistance to the department

ESSENTIAL FUNCTIONS

Gathers and prepares all information needed to file cases
Pulls case files for the following day
Performs notary public duties
Obtains case numbers from County Clerk, prepares information/affidavits and prepares case file, files case with County Clerk
Prepares and sends list of new cases to court coordinators for court dates
Delivers files to courtroom as requested
Enters information into criminal history automated system
Prepares disposed of cases for transport to warehouse
Prepares appropriate documents for filing Motions to Revoke Probation and maintains MRP files
Receives visitors and directs to appropriate personnel
Answers telephones, directing calls and taking messages as appropriate
Maintains files and records for the department
Develops and prepares a variety of reports as requested or required
Types and prepares correspondence, notices, charges, and letters
Provides assistance to department personnel as requested or required
Performs standard office duties including faxing, copying, and shredding as requested
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Thorough knowledge of the purposes, principles, terminology, and practices related to court procedures and the judicial process
Working knowledge of modern business office policies procedures, and standards
Working knowledge of local and state law, procedures, and policies as they relate to the mission of the department and the county
Working knowledge of the juvenile justice and court system, its employees, and its operation
Working knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities
Working knowledge of Galveston County government, geography, economics, demographics, politics, policies, and procedures
Working knowledge of county department operations, organization, accountability and responsibility
Working knowledge of purposes, principles, and terminology related to department functions
Working knowledge of basic computer hardware and software applications
Sufficient knowledge of local and state law, policies, and procedures as they relate to the mission of the department so as not to be in violation of them
Skill in performing mathematical calculations
Ability to operate common office equipment and machinery, including photocopier, facsimile machine, computer, and typewriter
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, or stooping The employee occasionally lifts light objects The work is performed in an office setting

SUPERVISORY RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of specialized training in the occupational field, in addition to basic skills typically associated with a high school education
Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years

Branch, Katherine

From. Smith, Zonia
Sent: Friday, February 03, 2012 8 42 AM
To Piveral, Jan
Cc: Branch, Katherine, Hernandez, Sandra, Smith, Zonia
Subject: Commissioner's Court Agenda

Importance High

Good morning,

It has been brought to my attention that I will need to contact your office to advise that Mr Roady would like to get on the Commissioner's Court Agenda for Tuesday, February 7, 2012 This will be for the legal secretary position

If you need any additional information please do not hesitate to contact me

#56

Thanks

ZONIA SMITH, Chief Executive Officer
Galveston County Criminal District Attorney's Office
409-766-2353
FX 409-765-3228
zonia smith@co galveston tx us

This e-mail is the work product of the Galveston County Criminal District Attorney's Office prepared in anticipation of or in the course of preparing for criminal litigation. This e-mail reflects the mental impressions or legal reasoning of an attorney representing the State of Texas or his staff. This e-mail is not subject to public disclosure without the express permission of the Galveston County Criminal District Attorney or his designated representative.

AGENDA ITEM #31d

COUNTY of GALVESTON
HUMAN RESOURCES
Jan Piveral, SPHR
Human Resources Director

February 3, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the February 7, 2012 Commissioners' Court Agenda

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Seawall Maintenance Operator (2 positions)-Road Department submitted by Human Resources Director

Off 409-770-5418 • Fax 409-770-5351
722 MOODY STREET • 3rd FLOOR • GALVESTON, TEXAS 77550

The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409-765-3247

Date. January 25, 2012

To: Jan Piveral
Human Resources Director

From Layne Harding
Road Administrator

Re. **Request for Waiver of Mandatory Vacancy Period**

I am requesting that the Court waive the mandatory vacancy period for two positions the Road & Bridge Department currently has vacant in our Seawall Maintenance crew. These positions are critical to maintain the County levee flood protection system which includes the Texas City Pump Station, La Marque Pump Station, and the Moses Lake Flood Gate. Also, these positions need to be filled and employees trained before the start of the next hurricane season. The vacant positions are for Seawall Maintenance Operator and the position control numbers are 296121-06 and 296121-09.

Please review and make the appropriate recommendation to the Budget Office so that they may prepare an amendment for the Court's consideration If you need additional information, please contact me at 409-789-2217

Thank you

LH/djs

#1

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 2/3/12 DEPARTMENT REQUESTING EXEMPTION Road

DATE JOB WAS VACANT 1/18/12 4PP END DATE 3-15-12 DATE NEED FILLED asap

JOB TITLE FOR EXEMPTION REQUEST Seawall Maint Operator POSITION # 6

BUDGETED POSITION Y

SALARY GRADE-STEP 10A SALARY $ 27,238 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Works with flood control seawall projects

JUSTIFICATION FOR EXEMPTION need to train employees prior to next hurricane season.

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED ✓ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ___ DATE ON AGENDA 2/7/12

APPROVED ___

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Layne Harding

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Seawall Maintenance Operator
DEPARTMENT: Seawall Maintenance
REPORTS TO: Public Works Supervisor

SM/3

PAY GRADE: 10 **Date Created:** August 1, 2002 **Approved by:** _____
PAY STEP: ____ **Date Revised:** February 3, 2012 **Approved by** _____

FLSA STATUS __ Exempt _X_ Non-Exempt

POSITION SUMMARY: This position performs work in conjunction with flood control and seawall projects

ESSENTIAL FUNCTIONS

Operates county pumping stations and flood gates
Operates closure structures inside the petro-chemical facilities
Operates tractors, mowers, dump trucks, and other vehicles and equipment in the completion of department activities
Performs maintenance and repair work on department trucks, tractors, mowers, generators, pumps, and other equipment
Maintains department facilities and pumping stations, including painting, patching, welding, and cleaning
Must be available to work on a 24-hour as needed basis
Must be available to work during hurricane season
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Thorough knowledge of the operation, maintenance, and repair of large and small pumping systems and related equipment
Thorough knowledge of the geography of Galveston County
Thorough knowledge of the purposes, principles, terminology, and practices employed in the construction, operation, maintenance, and repair of flood control systems
Thorough knowledge of local and state law, procedures, and policies as they relate to the mission of the department
Thorough knowledge of materials, equipment, techniques, and procedures used in the construction, operation, maintenance, and repair of flood control systems
Working knowledge of legislation, current problems, and professional literature related to the construction, operation, maintenance, and repair of flood control systems
Working knowledge of administrative planning, management, and supervision as it applies to the position
Skill in the interpretation and analysis of survey maps, engineering drawings, and technical manuals and reports
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, or stooping The employee may be required to occasionally lift light objects, climb ladders, use tools or equipment requiring a high degree of dexterity, and distinguish between shades of color The work is typically performed in an office or in the field, where the employee may be exposed to excessive noise, dust, dirt, and grease, machinery with moving parts, irritating chemicals, and cold or inclement weather The work requires the use of protective devices and clothing

SUPERVISORY RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of specialized training in the occupational field in addition to basic skills typically associated with a high school education
Experience sufficient to thoroughly understand the work of subordinate positions and to be able to answer questions and resolve problems usually associated with one to three years experience or service
Possession of or ability to readily obtain a valid COMMERCIAL DRIVER'S LICENSE issued by the State of Texas for the type of vehicle or equipment operated

(#2)

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 2/3/12 DEPARTMENT REQUESTING EXEMPTION Road

DATE JOB WAS VACANT 1/18/12 4PP END DATE 3/5/12 DATE NEED FILLED asap

JOB TITLE FOR EXEMPTION REQUEST Seawall Maint oper POSITION # 9

BUDGETED POSITION Y

SALARY GRADE-STEP 10A SALARY $ 27,238 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Worksmith Flood Control & Seawall projects

JUSTIFICATION FOR EXEMPTION Need to train employees prior to next hurricane season.

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED ✓ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ___ DATE ON AGENDA 2/7/12

APPROVED ___

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Layne Harding

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Seawall Maintenance Operator
DEPARTMENT: Seawall Maintenance
REPORTS TO: Public Works Supervisor

SM/3

PAY GRADE 10 **Date Created** August 1, 2002 **Approved by** _____
PAY STEP ____ **Date Revised** February 3, 2012 **Approved by** _____

FLSA STATUS __ Exempt X Non-Exempt

POSITION SUMMARY: This position performs work in conjunction with flood control and seawall projects

ESSENTIAL FUNCTIONS

Operates county pumping stations and flood gates
Operates closure structures inside the petro-chemical facilities
Operates tractors, mowers, dump trucks and other vehicles and equipment in the completion of department activities
Performs maintenance and repair work on department trucks, tractors, mowers, generators, pumps, and other equipment
Maintains department facilities and pumping stations, including painting, patching, welding and cleaning
Must be available to work on a 24-hour as needed basis
Must be available to work during hurricane season
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Thorough knowledge of the operation, maintenance, and repair of large and small pumping systems and related equipment
Thorough knowledge of the geography of Galveston County
Thorough knowledge of the purposes, principles, terminology, and practices employed in the construction, operation, maintenance and repair of flood control systems
Thorough knowledge of local and state law, procedures, and policies as they relate to the mission of the department
Thorough knowledge of materials, equipment, techniques, and procedures used in the construction operation, maintenance and repair of flood control systems
Working knowledge of legislation, current problems, and professional literature related to the construction, operation, maintenance, and repair of flood control systems
Working knowledge of administrative planning, management, and supervision as it applies to the position
Skill in the interpretation and analysis of survey maps, engineering drawings, and technical manuals and reports
Physical condition commensurate with the demands of the position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, or stooping The employee may be required to occasionally lift light objects, climb ladders, use tools or equipment requiring a high degree of dexterity, and distinguish between shades of color The work is typically performed in an office or in the field, where the employee may be exposed to excessive noise, dust, dirt, and grease, machinery with moving parts, irritating chemicals, and cold or inclement weather The work requires the use of protective devices and clothing

SUPERVISORY RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of specialized training in the occupational field, in addition to basic skills typically associated with a high school education
Experience sufficient to thoroughly understand the work of subordinate positions and to be able to answer questions and resolve problems, usually associated with one to three years experience or service
Possession of or ability to readily obtain a valid COMMERCIAL DRIVER'S LICENSE issued by the State of Texas for the type of vehicle or equipment operated

AGENDA

ITEM

#32a

STATE OF TEXAS

COUNTY OF GALVESTON

RESOLUTION

TO ADOPT

GALVESTON COUNTY PARKS, RECREATION, OPEN SPACE AND CONSERVATION/NATURAL RESOURCE MASTER PLAN AND NEEDS ASSESSMENT

WHEREAS, the Commissioners Court of Galveston County, recognizes that a parks, recreation, Open Space and Conservation/Natural Resource Master Plan and needs assessment is important to provide the County with detailed information on the needs and desires of the residents and the background information on the current and projected population, existing facilities and standards, and

WHEREAS, the Commissioner's Court commissioned the preparation of the attached Parks, Recreation Open Spaces and Conservation/Natural Resource Master Plan and Needs Assessment to establish the guidelines through the goals, objectives and priorities for the development of parks and recreation facilities in the County; and

WHEREAS, the County leaders, stakeholder groups and recreation organization made up of citizens participated in the development of the plan and have shared their input throughout the process, and

WHEREAS, public meetings/ Commissioners Court workshops were held on November 16, 2010, February 2, May 10, and October 25, 2011

WHEREAS, implementation of the plan will be subject to annual review and dependant on availability of funding,

NOW, THEREFORE, BE IT RESOLVED by the Commissioner's Court of Galveston County, Texas that it adopts the attached Galveston County Parks, Recreation, Open Space and Conservation/Natural Resource Master Plan and Needs Assessment for the County of Galveston

SIGNED AND ENTERED this 7th day of February, 2012.

Attest:

Dwight Sullivan
County Clerk

Hon Mark Henry
County Judge
Galveston County

Attachments Galveston County Parks, Recreation, Open Space and Conservation/Natural Resource Master Plan and Needs Assessment 2012-2019

AGENDA

ITEM

#32b

Dennis J. Harris, Sr.
Director

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

February 1, 2012

To: Hon Mark Henry, County Judge

Members of Commissioners' Court

From: Dennis J Harris, Director Galveston County Parks & Senior Services

Subject: **Agenda Item- City of League City Inter-Local Agreement**

Please place the following item on Commissioners Court Agenda for Tuesday, February 7, 2012

> "Consideration of approval of inter-local agreement between Galveston County and the City of League City, for construction of a paddle trail destination at Walter Hall Park, submitted by Parks & Senior Services Director"

The City of League City has proposed to create a Paddle Trail System, which will run along Clear Creek Walter Hall Park will be one of the destination launch areas with signage

Attached please find (2) originals that have been approved and signed by the City of League City

Please note the court had previously approved this item on September 27, 2011subject to County Legal Review, which has since been done

Should you have any questions, please let me know

Dennis J Harris

DENNIS J HARRIS

Attachments

City of League City, TX

300 West Walker
League City TX 77573

Text File

File Number: 12-0016

10A.

Introduced: 1/4/2012 **Current Status:** Consent Agenda

Version: 1 **Matter Type:** Agenda Item

Title

Consider and take action to enter into an Interlocal Agreement with Galveston County allowing Walter Hall Park as a paddle trail destination within city limits that lie within the Galveston County Park System (Director of Parks & Cultural Services)

Staff recommends approval

. Background.

This Interlocal agreement is made and entered into by and between the City of League City and Galveston County to further the educational, recreational and athletic opportunities available to citizens in and visitors to League City and Galveston County. The desire is to construct a canoe/kayak ramp and related improvements in Walter Hall Park, a County park, and to incorporate such projects as one of three (3) boat launch areas along the shoreline of Clear Creek for the proposed League City Clear Creek Paddle Trail System.

The Interlocal Agreement System has been reviewed by the City Attorney and is attached for your review.

FUNDING

{ X } NOT APPLICABLE

{ } Funds are available from Account #_____

{ } Requires Budget Amendment to transfer from Account #_____to Account #

APPROVED

JAN 2 4 2012

CITY COUNCIL

INTERLOCAL AGREEMENT
Between Galveston County, Texas and the City of League City, Texas
For construction of Recreational Facilities within Walter Hall Park

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the City of League, Texas ("League City") and Galveston County, Texas, (the "County") acting by and through their respective governing bodies This Agreement is made pursuant to Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act), Texas Local Government Code §332 021 and Chapter 505 of the Texas Local Government Code (the Development Corporation Act, Type B Corporations, as amended) to the extent it applies to this Agreement

RECITALS

WHEREAS, League City, a home rule municipality partially located in Galveston County, Texas, and County, to further the educational, recreational and athletic opportunities available to citizens in and visitors to League City and Galveston County, desire to construct a canoe ramp and related improvements ("Project") in Walter Hall Park, a County park, and to incorporate such Project as one of three (3) boat launch areas along the shoreline of Clear Creek for the proposed League City Clear Creek Paddle Trail system; and

WHEREAS, it is deemed to be in the best interest of the citizens of both League City and the County that certain existing lands located within Walter Hall Park belonging to the County be jointly developed, used, operated and maintained to utilize public funds in a manner that maximizes the benefit and service to the citizens of and visitors to League City and the County, and

WHEREAS, Chapter 791 of the Texas Government Code authorizes Interlocal agreements between local governmental entities such as League City and the County, specifically authorizing such entities to contract for governmental functions and services, including in the area of parks and recreation, and

WHEREAS, Texas Local Government Code §332.021 provides authority for joint recreational facilities, and

WHEREAS, Chapter 505 of the Texas Local Government Code provides that a municipality may authorize the creation of a Type B Development Corporation, to use the sales and use tax, including any amount previously authorized and collected, for a specific sports venue project,

including related infrastructure or a specific category of sports venue projects, including related infrastructure, which include parks and park facilities, and

WHEREAS, pursuant to Ordinance No 94-54 the City authorized the creation of a Type B Development Corporation as a Texas Non-Profit Corporation to act on behalf of the City to, among other things, undertake, finance and complete the construction of projects, including the promotion and development of amateur sports facilities and the expenditure of all sales tax revenues received from the City as levied and collected under the authority of the Act (the "4B Funds"), and

WHEREAS, League City is willing to enter into this Agreement and to participate in the Project by constructing, or causing to be constructed, a canoe ramp and related improvements for the Project located within the boundaries of Walter Hall Park in consideration of the County's granting League City the right to construct the Project,

NOW, THEREFORE, League City and the County, in consideration herein contained, do mutually agree as follows.

TERMS

1. Appointment of Project Coordinators

League City and the County shall each appoint a Project Coordinator. The Project Coordinator for League City shall take all steps necessary to administer and supervise the implementation of the design, engineering, constructing (or causing to have constructed), the canoe ramp and related improvements in Walter Hall Park (the "Project") The Project Coordinator for the County is Dennis J Harris, its Director of Department of Parks and Senior Services whose responsibility it is to review and approve all stages of the Project beginning with the preliminary design and continuing through completion of construction.

2. General Obligations

To the extent of any appropriations offered by County toward construction of the Project, League City may administer such County financial contributions to facilitate the construction of the Project The mutual obligations outlined herein will constitute full funding for all planning, design, engineering and construction of the Project The County shall not be entitled to any reimbursement for its financial contribution hereunder once said contribution has been tendered unless the Project is cancelled or otherwise terminated by the parties prior to letting of the construction contract and the expenditure of such County funds for construction costs League City shall provide the exclusive funding for the planning, design, and engineering of the Project The County shall not incur any liability for failure to expend funds towards the construction of the proposed Project, except as specifically provided herein. League City understands and agrees that it has certified funds under this Agreement for the pre-construction design, engineering planning phase, and bid preparation of the Project No provision in this Agreement shall prohibit either Party from seeking financial funding or in-kind reimbursement from any state or federal agency or program The sole remedy for failure to complete the Project as set forth in

accordance with this Agreement or for breach of any provision of this Agreement is termination and, if construction of the Project has not commenced and been substantially completed, reimbursement of all or a mutually agreed upon partial reimbursement of the County's financial contribution

3. Site Location

League City and the County agree that the proposed Project will be constructed within Walter Hall Park at the location attached hereto as Exhibit "A" Once completed, the Project will be designated as one of three (3) boat launch areas for the proposed League City Clear Creek Paddle Trail system The methods to be utilized for construction of certain tangible structures and related improvements will include, but will not be limited to the following:

a League City will prepare or cause to be prepared, drawings and specifications for the Project and will submit them to County's Project Coordinator for review and approval

b League City will put the Project as well as all other portions of the League City Clear Creek Paddle Trail System out for competitive bidding under such statutes that are applicable to municipalities for the construction of public works projects

c. League City will, upon approval of County's Project Coordinator, award contract(s) for construction of the Project as well as all other portions of the League City Clear Creek Paddle Trail System

d. League City will be responsible for ensuring that construction of the Project as well as all other portions of the League City Clear Creek Paddle Trail System is performed in accordance with the approved design and engineering plans

e. The use of funds primarily derived from League City which League City may choose to be supplemented by the named 4B Funds for the planning, design and engineering phases of the Project, with the County committing funds as set forth below for the final construction of the project

f Utilization of Project Coordinators of each party to this agreement.

g Utilization of other resources mutually agreed upon as between the parties

4. Rights and Duties of County

County agrees.

a. To participate in the planning of the design, engineering and overview of construction of the Project by providing County staff members knowledgeable about the County's current construction methods, schedule, and procedures

b. To participate in the construction of the Project by herewith granting to League City permission to construct the Project Also, County will help ensure that public access is restricted at the Project site to enable League City to adequately proceed with construction of the Project (see attached map of areas to be constructed as part of this agreement) The estimated amount for the construction phase of the Project as set forth in the Clark Condon Associates estimate of May 25, 2011 attached hereto as Exhibit "B" is $19,895 The County agrees to contribute funding for the construction phase of the Project in the amount of not to exceed $19,900 to complete the Project, subject to approval of such funding by Galveston County Commissioners' Court

c. To provide review of all Project drawings and specifications submitted by League City and, upon its request, to submit additions, deletions or modifications, if any, in order for League City to award a contract for the construction of the Project

d To help provide supervision for the above-referenced construction by meeting with all contractors awarded contracts by League City to perform and complete the Project.

e. Once the Project has been completed to assist in overall control of the maintenance, repair and upkeep of the Project in keeping with the same or similar maintenance performed on other improvements located Walter Hall Park in general beyond the scope of what the equipment or manpower League City can furnish

f To release League City from the obligation of this agreement if funds are not made available to the County for the final construction phase of the project.

g To maintain, along with League City, portions of the Project under the direct control of Galveston County

5. Rights and Duties of League City

League City agrees

a. To provide funds for the planning, design, engineering and construction phase of the Project

b To allow for the County to provide funds (up to a maximum of $19,900) for the costs of the construction phase on the above described recreational facilities

c To bid out, award contracts and supervise the construction activities of all contractors and subcontractors required to adequately construct the Project

d To release the County from its obligations under this agreement if the funds are not made available to League City for the final construction phase of the Project

e To assist in coordinating the scheduling of the construction of the Project with the crews that will perform the work described above

f. To schedule construction meetings by private contractors at a time or times that are convenient for the County

g. To maintain portions of the recreational facilities of the Clear Creek Paddle Trail system within the territorial jurisdiction of League City

6. Term and Termination

This Agreement shall become effective when approved by the Commissioners' Court of Galveston County and the City Council of League City, Texas and signed by all parties Either party may terminate this Agreement at any time prior to League City's award of the contract to construct the Project by giving the other party 30 days prior written notice of its intent to terminate

7. Notices and Communications

All notices and communications required or permitted to be given by the County to League City under this Agreement may be given by registered or certified U S Mail, postage prepaid, return receipt requested, addressed to League City, Attention· City Manager, 300 W. Walker League City, Texas. 77573. All notices and communications required or permitted to be given by League City to the County under this Agreement may be given by registered or certified U S Mail, postage prepaid, return receipt requested, addressed to Galveston County, Attention: Dennis J Harris, Director of Department of Parks and Senior Services 4102 Main Street (FM 519) La Marque, Texas 77568.

8 Entire Agreement

This instrument contains the entire agreement between the parties relating the rights herein granted and the obligations herein assumed No oral representation between the parties mad prior to or after execution of this Agreement or any modifications or amendments concerning this Agreement will be of no force and effect excepting upon the mutual consent of the parties any subsequent modification or amendment be evidenced in writing, signed by all parties hereto

Any invalidity of any part of this Agreement will not cause the remaining parts to be invalid

This Agreement is governed by the laws of the State of Texas and venues shall lie in Galveston County, Texas

IN TESTIMONY OF WHICH, this Agreement has been executed in triplicate, each to have the force and effect of an original as follows.

(a) It has been executed on behalf of the County on the _____day of _____2012, by the County Judge of Galveston County, Texas, pursuant to an order of the Commissioners' Court of Galveston County, Texas, authorizing such execution, and

(b) It has been executed on behalf of League City on the 24th day of January 2012, by its Mayor, and attested by its City Secretary, pursuant to authorization of the City Council of League City, Texas, authorizing such execution

APPROVED AS TO FORM

By _____
HARVEY BAZAMAN
County Attorney

GALVESTON COUNTY, TEXAS

By _____
MARK HENRY
County Judge

ATTEST:

_____
DIANA STAPP
City Secretary

LEAGUE CITY

By _____
TIM PAULISSEN
Mayor

Depts/Parks/Walter Hall Paddle Trail Agreement (Galveston County) Final November 10, 2011

AGENDA

ITEM

#33a

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

January 31, 2012

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

Re: RFP #B101007, Galveston County Housing Construction - MOE Renewal for DSW Homes

Gentlemen,

The renewal document for DSW Homes was inadvertently omitted from the January 24th action agenda item # 37 c) whereby all extension documents presented for RFP #B101007 were ratified

Therefore, I am requesting that the Commissioners' Court ratify the extension for DSW Homes that was issued in the Galveston County Housing Assistance Program during the August-September 2011 timeframe The contract for this vendor was due for a 1-year extension in September, in accordance with RFP #B101007

A true and correct copy of the letter evidencing the extension is enclosed herein, and the original document is retained on file within the Purchasing Department It is requested that the Commissioners' Court ratify the extension

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

August 23, 2011

Jim Schumer
DSW Homes
61st Street, Suite 200 Bldg B
Galveston, Texas 77551

RE: RFP #B101007, Galveston County Housing Construction
Memorandum of Eligibility - renewal

Dear Mr Schumer,

The Memorandum of Eligibility (MOE) associated with RFP #B101007, is being extended for an additional one (1) year period beginning September 11, 2011 and ending September 10, 2012 This extension is in accordance with the specifications and associated construction assignments as a selected contractor for RFP #B101007

Two originals of this extension notice will be forwarded to you for authorized signature(s) Please keep one original for your records and return one fully executed original to this office at the following address

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

We look forward to working with your company for the next one year period

Sincerely,

Rufus Crowder, CPPB
Purchasing Agent
County of Galveston

ACCEPTED BY (signature) — DATE 8/30/11

James Schumer — DSW Homes

Printed Name — COMPANY NAME

AGENDA

ITEM

#33b

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

January 31, 2012

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

Re: Bid #B121012, Stewart Road Improvements in Galveston 75th Street to Cover View Street

Gentlemen,

On December 20, 2011 bids were opened for Bid #B121012, Stewart Road Improvements in Galveston 75h Street to Cover View Street, at which time seven (7) bids were received from the following companies

• R W Lucas Construction, LLC	League City, Texas	$5,302,868 33
• Reytec Construction Resources, Inc	Houston, Texas	$6,863,624 10
• Triple B Services, LLP	Huffman, Texas	$6,972,466 79
• Angel Brothers Enterprises, Ltd	Baytown, Texas	$6,409,150 05
• SER Construction Partners, LLC	Pasadena, Texas	$6,514,847 60
• James Construction Group, LLC	Houston, Texas	$7,244,890 74
• Texas Sterling Construction Co	Houston, Texas	$7,188,874 89

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: Thursday, January 19, 2012 2 04 PM
To: Crowder, Rufus
Cc: Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, Clark, Ken, Ken Clark (clarkken@juno com), Lewis, Roxann, Gilliam, Cindy, Mabry, Celia-Frances, McCullough, Darla, Robertson, Elizabeth, Trammell, Mel, Yearnd, Denise
Subject: Recommendation of Award for the Stewart Rd Bids
Attachments: Recommendation of award & bid Tabualation pdf

Rufus, attached is the bid tabulation for the Stewart Rd, 75th to Cove View project It is my recommendation that the project be awarded to the low responsible bidder, R W Lucas Construction, for the base bid and alternates 1 and 3 in the total amount of $5,302,868 33

Mel, $4,675,521 is available in the road bond acct no 3312312111 5731132 for this project An accompanying budget amendment will be needed to transfer the remaining $627,347 to this account from the following two accounts as follows

Transfer from 7 Mile Rd acct no 3312312111 5731135 to Stewart Rd, 75th to Cove View acct no 3312312111 5731132 $576,304

Transfer from Ave H acct no 3312312111 5731136 to Stewart Rd, 75th to Cove view acct no 3312312111 5731132 $ 51,043

If I need to fill out one of the new contract forms please advise and I will be glad to do so

HALFF

January 18, 2012

Galveston County
722 Moody Ave
Galveston, TX 77550

Attention: Mike Fitzgerald

Subject: **Recommendation of Award**
Project: STEWART ROAD PAVING, DRAINAGE, WATER AND WASTEWATER IMPROVEMENT
FROM COVE VIEW STREET TO 75TH STREET, CITY OF GALVESTON.

Sealed bids for Stewart Road paving, drainage, water and wastewater improvements project, were received at Galveston County Courthouse on Tuesday, December 20th, 2011. The bids received are as shown on the attached Bid Tabulation.

After tabulation and review of the bids, it is our recommendation that the project be awarded on the basis of the low bid of $5,302,868.33 which includes the base bid and Alternates 1 (One) and 3 (Three) to Lucas Construction

Sincerely,

Maen Hourani
Project Manager

C: File

HALFF ASSOCIATES INC
[illegible] ST MARY'S LANE [illegible] TEL (713) 568 2450 WWW.HALFF.COM
HOUSTON, TX 77079 2943 FAX (713) 568 2488

BID FORM

STEWART ROAD PAVING DRAINAGE WATER AND WASTEWATER IMPROVEMENT PROJECT

FROM COVE VIEW STREET TO 75TH STREET, CITY OF GALVESTON

BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	ENGINEERS ESTIMATE		Texas Sterling Construction Company		Reytec Construction Resources Inc		Triple B Services L L P		Angel Brothers Enterprises Ltd		R W Lucas Construction		SER Construction Partners, LLC		James Construction Group L L C	
					Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)
1	100	PREPARING ROW	LS	1	500 000 00	500 000 00	100 000 00	100 000 00	100000 00	100000 00	70 000 00	70 000 00	110000 00	110000 00	126 195 00	126 195 00	10000 00	10000 00	321 000 00	321000 00
2	104	REMOVING CONC (RIPRAP)	SY	4	2 00	8 00	40 00	160 00	20 00	80 00	3 00	12 00	10 00	40 00	26 00	104 00	10 00	40 00	10 00	40 00
3	104	REMOVING CONC (SIDEWALKS)	SY	1026	5 00	5 130 00	6 00	6156 00	5 00	5130 00	4 00	4104 00	4 00	4104 00	2 60	2667 60	5 00	5130 00	2 50	2565 00
4	104	REMOVING CONC (DRIVEWAYS)	SY	2113	7 00	14 791 00	6 00	12078 00	7 00	14791 00	8 00	16904 00	4 00	8452 00	2 60	5493 80	5 00	10565 00	2 50	5282 50
5	104	REMOVING CONC (CURB AND GUTTER)	LF	3217	3 50	11 259 50	2 00	6434 00	3 00	9651 00	1 00	3217 00	3 00	9651 00	2 60	8364 20	1 00	3217 00	1 00	3217 00
6	104	REMOVE CONC (GUTTER)	LF	98	2 50	245 00	2 00	196 00	3 00	294 00	1 00	98 00	3 00	294 00	2 60	254 80	1 00	98 00	1 00	98 00
7	104	REMOVING CONC (WHEELCHAIR RAMP)	SY	41	16 00	656 00	10 00	410 00	5 00	205 00	3 00	123 00	3 00	123 00	2 60	106 60	5 00	205 00	10 00	410 00
8	104	REMOVING CONC (FLUME)	SY	3	9 00	27 00	50 00	150 00	20 00	60 00	3 00	9 00	20 00	60 00	26 00	78 00	5 00	15 00	10 00	30 00
9	110	EXCAVATION (ROADWAY)	CY	11728	5 00	58 640 00	7 00	82096 00	11 00	129008 00	7 00	82096 00	14 00	164192 00	6 00	70368 00	3 70	43393 60	8 00	93824 00
10	132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	15714	5 00	78 570 00	5 00	78570 00	16 00	251424 00	12 00	188568 00	16 70	262423 80	10 90	157140 00	3 70	58141 80	3 50	54999 00
11	164	BROADCAST SEED (PERM) (RURAL) (SANDY)	SY	55209	1 50	82 813 50	0 16	8833 44	0 20	11041 80	0 11	6072 99	0 15	8281 35	0 10	5520 90	0 20	11041 80	0 11	6072 99
12	168	VEGETATIVE WATERING	MG	2556	10 00	25 560 00	5 00	12780 00	5 00	12780 00	3 00	7668 00	10 00	25560 00	12 00	30672 00	23 00	58788 00	8 00	20448 00
13	265	LFA TREAT SUBGRADE (8")	SY	65149	3 00	195 447 00	7 00	456043 00	7 00	456043 00	7 15	465815 35	5 35	348547 15	5 00	325745 00	5 70	371349 30	4 50	293170 50
14	305	SALV HAUL& STKPL RCL APLT PV(VAR DEPTH)	SY	39843	4 50	179,293 50	0 75	29882 25	2 00	79686 00	4 00	159372 00	1 80	71717 40	1 76	70123 68	2 40	95623 20	3 50	139450 50
15	360	CONC PVMT (CONT REINF-CRCP)(8")	SY	59927	45 00	2 696 715 00	43 40	2600831 80	41 00	2457007 00	40 00	2397080 00	44 75	2681733 25	34 20	2049503 40	44 00	2636788 00	48 00	2876496 00
16	400	SAND BACKFILL	CY	127	25 00	3 175 00	24 00	3048 00	16 00	2032 00	68 00	8636 00	25 00	3175 00	14 00	1778 00	15 00	1905 00	15 00	1905 00
17	479	ADJ MANHS	EA	21	450 00	9 450 00	750 00	15750 00	650 00	13650 00	800 00	16800 00	325 00	6825 00	720 00	15120 00	200 00	4200 00	600 00	12600 00
18	496	REMOV STR (INLET)	EA	25	470 00	11 750 00	300 00	7500 00	140 00	3500 00	450 00	11250 00	275 00	6875 00	103 00	2575 00	240 00	6000 00	300 00	7500 00
19	496	REMOV STR (MANHOLE)	EA	3	470 00	1 410 00	300 00	900 00	200 00	600 00	700 00	2100 00	275 00	825 00	103 00	309 00	240 00	720 00	350 00	1050 00
20	496	REMOV STR (SET)	EA	5	475 00	2 375 00	650 00	3250 00	170 00	850 00	450 00	2250 00	400 00	2000 00	70 00	350 00	200 00	1000 00	300 00	1500 00
21	496	REMOV STR (WING WALL)	EA	2	840 00	1 680 00	650 00	1300 00	400 00	800 00	1 000 00	2000 00	300 00	600 00	870 00	1740 00	250 00	500 00	1100 00	2200 00
22	496	REMOV STR (HEADWALL)	EA	8	600 00	4 800 00	650 00	5200 00	280 00	2240 00	1 000 00	8000 00	300 00	2400 00	870 00	6960 00	250 00	2000 00	1000 00	8000 00
23	496	REMOV STR (PIPE)	LF	4 890	8 75	42 787 50	10 00	48900 00	8 00	39120 00	25 00	122250 00	10 00	48900 00	13 00	63570 00	12 00	58680 00	20 00	97800 00
24	500	MOBILIZATION	LS	1	150 700 00	150 700 00	700 000 00	7000000 00	200000 00	200000 00	650 000 00	650000 00	52000 00	52000 00	126 195 00	126195 00	200000 00	200000 00	325 000 00	325000 00
25	529	CONC CURB (TY II)	LF	5615	10 00	56 150 00	5 00	28075 00	4 00	22460 00	3 00	16845 00	2 15	12072 25	2 60	14599 00	2 40	13476 00	3 00	16845 00
26	530	DRIVEWAYS AND TURNOUTS (CONC)(6")	SY	3802	45 00	171 090 00	50 00	190100 00	57 00	216714 00	53 00	201506 00	53 50	203407 00	32 90	121664 00	37 50	142575 00	49 00	186298 00
27	531	CURB RAMPS (TY 7)	EA	8	1 400 00	11 200 00	1 500 00	12000 00	900 00	7200 00	1 400 00	11200 00	950 00	7600 00	500 00	4000 00	700 00	5600 00	1200 00	9600 00
28	531	CURB RAMPS (TY 9)	EA	10	1 925 00	19 250 00	1 700 00	17000 00	1100 00	11000 00	1 600 00	16000 00	950 00	9500 00	650 00	6500 00	800 00	8000 00	1200 00	12000 00
29	531	CURB RAMPS (TY 10)	EA	1	1 600 00	1 600 00	2 100 00	2100 00	1400 00	1400 00	1 400 00	1400 00	950 00	950 00	500 00	500 00	900 00	900 00	1200 00	1200 00
30	531	CONC SIDEWALKS (4")	SY	2 226	30 00	66 780 00	45 00	100170 00	41 00	91266 00	40 00	89040 00	36 50	81249 00	30 00	66780 00	34 00	75684 00	35 00	77910 00
31	560	MAILBOX INSTALLATION (SINGLE)	EA	13	200 00	2 600 00	210 00	2730 00	120 00	1560 00	300 00	3900 00	230 00	2990 00	126 00	1638 00	800 00	10400 00	210 00	2730 00
32	560	MAILBOX INSTALLATION (MULTIPLE)	EA	1	200 00	200 00	400 00	400 00	240 00	240 00	1 800 00	1800 00	440 00	440 00	260 00	260 00	1100 00	1100 00	400 00	400 00
33	506	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	250	26 00	6 500 00	10 00	2500 00	25 00	6250 00	27 00	6750 00	33 00	8250 00	20 00	5000 00	13 00	3250 00	22 00	5500 00
34	506	ROCK FILTER DAMS (REMOVE)	LF	250	6 75	1 687 50	10 00	2500 00	55 00	1250 00	14 00	3500 00	5 00	1250 00	5 00	1250 00	8 00	2000 00	7 00	1750 00
35	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	15,264	2 50	38 160 00	1 65	25185 60	1 00	15264 00	1 25	19080 00	1 10	16790 40	1 60	24422 40	1 00	15264 00	2 00	30528 00
SUB TOTAL PAVING								4563829 09		4164596 80		4595446 34		4163277 60		3317547 38		3857749 70		4619419 49
36	644	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	44	350 00	15 400 00	310 00	13640 00	315 00	13863 00	300 00	13200 00	335 00	14740 00	450 00	19800 00	330 00	14520 00	310 00	13640 00
37	644	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	32	360 00	11 520 00	325 00	10400 00	300 00	9600 00	290 00	9280 00	320 00	10240 00	165 00	5280 00	330 00	10560 00	320 00	10240 00
38	666	REFL PAV MRK TY I(W)8" (SLD)(100MIL)	LF	22 277	1 00	22,277 00	0 90	20049 30	1 00	22277 00	0 90	20049 30	1 00	22277 00	0 75	16707 75	1 00	22277 00	0 90	20049 30
39	666	REFL PAV MRK TY I(W)12" (SLD)(100MIL)	LF	801	1 90	1 521 90	3 00	2403 00	3 00	2403 00	3 00	2403 00	3 30	2643 30	2 75	2202 75	3 40	2723 40	3 00	2403 00
40	666	RFL PAV MRK TY I(W)24" (SLD)(100MIL)	LF	537	5 00	2 680 00	6 60	3001 60	6 00	3216 00	5 60	3001 60	6 25	3350 00	5 50	2948 00	6 00	3216 00	5 60	3001 60
41	666	REFL PAV MRK TY I(W)(ARROW) (100MIL)	EA	47	110 00	5 170 00	120 00	5640 00	130 00	6110 00	120 00	5640 00	139 00	6110 00	88 00	4136 00	135 00	6345 00	120 00	5640 00
42	666	RFL PAV MRK TY I(W)(WORD)(100MIL)	EA	7	120 00	840 00	130 00	910 00	140 00	980 00	130 00	910 00	145 00	1015 00	93 00	651 00	145 00	1015 00	130 00	910 00
43	666	REFL PAV MRK TY I(Y)4" (BRK)(100MIL)	LF	3 765	0 50	1 882 50	0 43	1618 95	0 50	1882 50	0 45	1694 25	0 50	1882 50	0 40	1506 00	0 50	1882 50	0 45	1694 25
44	666	REFL PAV MRK TY I(Y)4" (SLD)(100MIL)	LF	19 764	0 45	8 623 80	0 43	8240 52	0 50	9582 00	0 45	8623 80	0 50	9582 00	0 40	7565 60	0 50	9582 00	0 45	8623 80
45	666	REFL PAV MRK TY II(RFD)(NO PARK LANE)	LF	449	2 00	898 00	3 50	1571 50	4 00	1796 00	3 50	1571 50	3 90	1751 10	0 55	246 95	4 00	1796 00	3 50	1571 50
46	666	REFL PAV MRK TY I(W)(ARROW) (100MIL)	EA	15	108 00	1 620 00	170 00	2550 00	180 00	2700 00	170 00	2550 00	190 00	2850 00	40 00	600 00	190 00	2850 00	170 00	2550 00
47	666	REFL PAV MRK TY I(W)(BIKE SYM)(100MIL)	EA	15	150 00	2 250 00	130 00	1950 00	135 00	2025 00	130 00	1950 00	145 00	2175 00	40 00	600 00	150 00	2250 00	130 00	1950 00
48	672	REFL PAV MRKR TY II A A	EA	476	4 00	1 704 00	3 80	1618 80	4 00	1704 00	3 80	1618 80	4 20	1789 20	3 50	1491 00	4 30	1831 80	3 80	1618 80
49	672	REFL PAV MRKR TY II-C R	EA	110	4 00	440 00	3 80	418 00	4 00	440 00	3 80	418 00	4 20	462 00	3 50	385 00	4 30	473 00	3 80	418 00
SUB-TOTAL SIGN AND PAVEMENT MARKINGS								74011 07		78575 50		72910 25		80887 10		64220 05		81321 70		74310 25
50	502	BARRICADES SIGNS AND TRAFFIC HANDLING	MO	14	2 000 00	28 000 00	1 600 00	22400 00	16000 00	224000 00	3 800 00	53200 00	1800 00	25200 00	4 000 00	56000 00	11000 00	154000 00	2600 00	36400 00
51	508	CONSTRUCTING DETOURS	SY	1991	35 00	69 685 00	60 00	119460 00	42 00	83622 00	3 800 00	119460 00	42 00	83622 00	36 00	71676 00	45 00	89595 00	25 00	49775 00
52	662	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	6068	0 60	3 640 80	0 64	3883 52	0 70	4247 60	0 65	3944 20	0 70	4247 60	0 35	2123 80	0 70	4247 00	0 65	3944 20

BID FORM

STEWART ROAD PAVING, DRAINAGE, WATER AND WASTEWATER IMPROVEMENT PROJECT

FROM COVE VIEW STREET TO 75TH STREET, CITY OF GALVESTON

BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	ENGINEERS ESTIMATE		Texas Sterling Construction Company		Reytec Construction Resources Inc		Triple B Services L L P		Angel Brothers Enterprises Ltd		R W Lucas Construction		SER Construction Partners, LLC		James Construction Group L L C	
					Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)
53	662	WK ZN PVMK NON REM (Y) (4")SLD W/MRKR	LF	1244	0 25	311 00	0 47	584 68	0 50	622 00	0 50	622 00	0 50	622 00	0 44	547 36	0 70	870 80	0 50	622 00
54	677	ELIM EXT PAV MRK & MRKS (ALL SIZES)	LF	4337	0 40	1734 80	0 39	1091 43	0 40	1734 80	0 40	1734 80	0 40	1734 80	0 30	1301 10	0 50	2168 50	0 40	1734 80
SUB TOTAL TRAFFIC CONTROL								148019 63		314226 40		178961 00		115426 40		131648 26		250881 90		92476 00
55	420	CL A CONC(COLLAR)	LA	4	500 00	2 000 00	1 500 00	6000 00	900 00	3600 00	500 00	2000 00	400 00	1600 00	720 00	2880 00	500 00	2000 00	500 00	2000 00
56	432	RIPRAP (CONC)(6 IN)	CY	90	350 00	31 500 00	530 00	67700 00	200 00	18000 00	400 00	36000 00	485 00	43650 00	260 00	23400 00	300 00	27000 00	440 00	40500 00
57	462	PRECAST REINFORCED CONCRETE BOX CULVERTS (3 x 3')	LF	86	100 00	8 600 00	135 00	11610 00	136 00	13056 00	135 00	11610 00	143 00	12298 00	131 00	11266 00	167 00	14362 00	200 00	17200 00
58	464	STORM DRAINAGE PIPE (15" RCP) CLASS	LF	260	35 00	9 100 00	75 00	19500 00	37 00	9620 00	52 00	13520 00	38 00	9880 00	49 00	12740 00	59 00	15340 00	75 00	19500 00
59	464	STORM DRAINAGE PIPE (18" RCP) CLASS	LF	2188	30 00	65 640 00	77 00	168478 00	48 00	105024 00	53 00	115964 00	41 00	89708 00	46 00	100648 00	60 00	131280 00	80 00	175040 00
60	464	STORM DRAINAGE PIPE (24" RCP) CLASS	LF	2902	40 00	116 080 00	80 00	232160 00	54 00	156708 00	60 00	174120 00	48 00	139296 00	51 00	148002 00	74 00	214748 00	95 00	275690 00
61	464	STORM DRAINAGE PIPE (30" RCP) CLASS	LF	774	55 00	42 570 00	82 00	63468 00	64 00	49536 00	68 00	52632 00	77 00	59598 00	66 50	51471 00	80 00	61920 00	110 00	85140 00
62	464	STORM DRAINAGE PIPE (36" RCP) CLASS	LF	543	65 00	35 295 00	85 00	46155 00	76 00	41268 00	88 00	47784 00	94 00	51042 00	81 20	44091 60	95 00	51585 00	120 00	65160 00
63	465	PRE-CAST REINFORCED CONCRETE CURB INLET (COMPL) (TYPE C)	EA	16	3 050 00	48 800 00	2 500 00	40000 00	2400 00	38400 00	2 300 00	36800 00	1800 00	28800 00	2 600 00	41600 00	2000 00	32000 00	2600 00	41600 00
64	465	INLET (COMPL)(TY II)(2 5 X 2 5)	EA	2	2 700 00	5 400 00	2 100 00	4200 00	3000 00	6000 00	2 100 00	4200 00	1500 00	3000 00	1 865 00	3730 00	1700 00	3400 00	2400 00	4800 00
65	465	MANH (COMPL)(TY M)(3 X 3)	EA	8	2 000 00	16 000 00	2 300 00	18400 00	2400 00	19200 00	2 100 00	16800 00	1700 00	13600 00	1 870 00	14960 00	1600 00	12800 00	2700 00	21600 00
66	465	MANH (COMPL)(TY M)(4 X 4)	EA	6	3 100 00	18 600 00	2 500 00	15000 00	2500 00	15000 00	2 100 00	12600 00	1850 00	11100 00	2 270 00	13620 00	2200 00	13200 00	2800 00	16800 00
67	465	MANH (COMPL)(TY M)(5 X 5)	EA	2	4 000 00	8 000 00	4 000 00	8000 00	3800 00	7600 00	3 100 00	6200 00	2800 00	5600 00	2 970 00	5940 00	3000 00	6000 00	3700 00	7400 00
68	465	MANH (COMPL)(TY M)(6 X 6)	EA	1	5 000 00	5 000 00	5 000 00	5000 00	5300 00	5300 00	4 500 00	4500 00	4000 00	4000 00	3 414 00	3414 00	3800 00	3800 00	5000 00	5000 00
69	465	MANH (COMPL)(TY M)(6 X 3)	EA	1	3 400 00	3 400 00	3 000 00	3000 00	3600 00	3600 00	2 500 00	2500 00	2050 00	2050 00	2 350 00	2350 00	2700 00	2700 00	3000 00	3000 00
70	465	MANH (COMPL)(TY M)(6 X 4)	EA	1	4 000 00	4 000 00	3 000 00	3000 00	3600 00	3600 00	2 500 00	2500 00	2100 00	2100 00	2 315 00	2315 00	3000 00	3000 00	3000 00	3000 00
71	465	PRE-CAST REINFORCED CONCRETE CURB INLET EXTENSION FOR	EA	3	1 000 00	3 000 00	2 100 00	6300 00	1000 00	3000 00	460 00	1380 00	500 00	1500 00	817 00	2451 00	1000 00	3000 00	3000 00	9000 00
72	466	WINGWALL (PW) (H=6 FT)	EA	1	8 800 00	8 800 00	20 000 00	20000 00	8000 00	8000 00	8 600 00	8600 00	5600 00	5600 00	14 280 00	14280 00	5600 00	5600 00	11000 00	11000 00
73	466	HEADWALL (CH PW-0)(DIA=24 IN)	EA	1	2 800 00	2 800 00	10 000 00	10000 00	5000 00	5000 00	3 600 00	3600 00	2500 00	2500 00	2 725 00	2750 00	1600 00	1600 00	7000 00	7000 00
74	466	HEADWALL (CH PW-0)(DIA=74 IN)(MOD)	EA	1	5 600 00	5 600 00	9 500 00	9500 00	6000 00	6000 00	7 300 00	7300 00	4900 00	4900 00	8 260 00	8260 00	2200 00	2200 00	9000 00	9000 00
75	467	SET (TY II)(18 IN)(RCP)(3 1)(C)	EA	26	640 00	16 640 00	1 200 00	31200 00	660 00	17160 00	745 00	19370 00	550 00	14300 00	370 00	9620 00	1200 00	31200 00	950 00	24700 00
76	467	SET (TY II)(24 IN)(RCP)(3 1)(C)	EA	5	750 00	3 750 00	1 500 00	7500 00	950 00	4750 00	850 00	4250 00	700 00	3500 00	543 00	2715 00	1300 00	6500 00	1000 00	5000 00
77	467	SET (TY II)(36 IN)(RCP)(3 1)(C)	EA	8	1 950 00	15 600 00	1 800 00	14400 00	1500 00	12000 00	1 250 00	10000 00	1200 00	9600 00	1 200 00	9600 00	2600 00	20800 00	1500 00	12000 00
78	467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	2	1 060 00	2 120 00	1 500 00	3000 00	1400 00	2800 00	1 000 00	2000 00	1000 00	2000 00	826 00	1652 00	1600 00	3200 00	1300 00	2600 00
SUB-TOTAL DRAINAGE								793569 00		554222 00		596230 00		521222 00		533755 60		669235 00		863730 00
79	1025	4" PVC (AWWA C 900) Class 150 DR 18 water line by open cut or auger construction all depths including fittings and restraints complete in place	LF	67	15 00	1 005 00	40 00	2680 00	60 00	4020 00	18 00	1206 00	35 00	2345 00	48 50	3249 50	51 00	3417 00	61 00	4087 00
80	1025	6" PVC (AWWA C 900) Class 150 DR 18 water line by open cut or auger construction all depths including fittings and restraints complete in place	LF	166	20 00	3 320 00	45 00	7470 00	70 00	11620 00	50 00	8300 00	41 00	6806 00	45 40	7536 40	57 00	9462 00	67 00	11122 00
81	1025	8" PVC (AWWA C 900) Class 150 DR 18 water line by open cut or auger construction all depths including fittings and restraints complete in place	LF	8 258	25 00	206 450 00	50 00	412900 00	49 00	404642 00	32 00	264256 00	37 00	305546 00	32 90	271688 20	60 00	495480 00	46 00	379868 00
82	1025	10" PVC (AWWA C900) Class 150 DR 18 water line by open cut or auger construction all depths including fittings and restraints complete in place	LF	137	30 00	3 960 00	70 00	9240 00	137 00	18084 00	83 00	10956 00	65 00	8580 00	56 75	7491 00	80 00	10560 00	90 00	11880 00
83	1025	12" PVC (AWWA C900) Class 150 DR 18 water line by open cut or auger construction all depths including fittings and restraints complete in place	LF	408	35 00	14 280 00	60 00	24480 00	123 00	50184 00	66 00	26928 00	67 00	27336 00	68 50	27948 00	81 00	33048 00	125 00	51000 00
84	1025	Bore and jack 16-inch steel casing pipe including water line fittings restraints spacers and end seals complete in place	LF	40	100 00	4 000 00	310 00	12400 00	517 00	20680 00	110 00	4400 00	138 00	5520 00	246 00	9840 00	200 00	8000 00	225 00	9000 00
85	1025	Bore and jack 20-inch steel casing pipe including water line fittings, restraints spacers and end seals complete in place	LF	20	125 00	2 500 00	473 00	9460 00	555 00	11100 00	135 00	2700 00	165 00	3300 00	460 00	9200 00	240 00	4800 00	310 00	6200 00
86	1026	Bore and jack 30-inch steel casing pipe including water line fittings restraints spacers and end seals complete in place	LF	100	126 00	12 600 00	450 00	45000 00	700 00	70000 00	175 00	17500 00	274 00	27400 00	434 00	43400 00	320 00	32000 00	375 00	37500 00
87	1025	6 inch Gate valves AWWA C 509 mechanical joint resilient wedge NRS open counter clockwise with valve boxes, complete in place	EA	5	850 00	4 250 00	830 00	4250 00	1300 00	6500 00	825 00	4125 00	800 00	4000 00	888 00	4440 00	860 00	4300 00	1300 00	6500 00
88	1025	8 inch Gate valves AWWA C 509 mechanical joint resilient wedge NRS open counter clockwise with valve boxes, complete in place	EA	41	1 000 00	41 000 00	1 500 00	61500 00	1600 00	65600 00	1 200 00	49200 00	1100 00	45100 00	1 250 00	51250 00	1200 00	49200 00	1800 00	73800 00
89	1025	10-inch Gate valves, AWWA C509 mechanical joint resilient wedge NRS open counter clockwise with valve boxes complete in place	LA	4	1 500 00	6 000 00	2 000 00	8000 00	2200 00	8800 00	1 800 00	7200 00	1770 00	7080 00	1 990 00	7960 00	1700 00	6800 00	2500 00	10000 00
90	1025	12-inch Gate valves AWWA C509 mechanical joint, resilient wedge NRS open counter clockwise with valve boxes complete in place	EA	7	2 000 00	14 000 00	2 500 00	17500 00	2700 00	18900 00	2 300 00	16100 00	2100 00	14700 00	2 420 00	16940 00	2200 00	15400 00	3000 00	21000 00
91	1025	20-inch Butterfly Valve AWWA C 504 Rubber Seated Butterfly Valves Class 150B	EA	7	7 000 00	49 000 00	11 000 00	77000 00	6500 00	45500 00	8 200 00	57400 00	6000 00	42000 00	12 900 00	90300 00	6800 00	47600 00	15000 00	105000 00

BID FORM
STEWART ROAD PAVING, DRAINAGE WATER AND WASTEWATER IMPROVEMENT PROJECT
FROM COVE VIEW STREET TO 75TH STREET, CITY OF GALVESTON
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	ENGINEERS ESTIMATE		Texas Sterling Construction Company		Reytec Construction Resources Inc		Triple B Services L L P		Angel Brothers Enterprises Ltd		R W Lucas Construction		SER Construction Partners LLC		James Construction Group L L C	
					Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)
92	1025	Fire hydrant assembly AWWA C502 mechanical joint inlet including 6 gate valve and lead pipe complete in place	EA	12	3 000 00	36 000 00	4 500 00	54000 00	4800 00	57600 00	4 700 00	56400 00	3800 00	45600 00	3 450 00	41400 00	4000 00	48000 00	4000 00	48000 00
93	1025	Remove and salvage existing fire hydrant and valve including delivering removed hydrant and valve to the Citys storage yard complete in place	EA	12	450 00	5 400 00	250 00	3000 00	700 00	8400 00	215 00	2580 00	800 00	9600 00	206 00	2472 00	240 00	2880 00	600 00	7200 00
94	1025	4 tapping sleeve and valve assembly including coupling and appurtenances as necessary complete in place	EA	1	2 000 00	2 000 00	3 500 00	3500 00	3500 00	3500 00	3 100 00	3100 00	3000 00	3000 00	4 540 00	4540 00	2800 00	2800 00	4000 00	4000 00
95	1025	6 tapping sleeve and valve assembly including coupling and appurtenances as necessary complete in place	EA	1	2 750 00	2 750 00	3 600 00	3600 00	3500 00	3500 00	3 400 00	3400 00	3700 00	3700 00	4 490 00	4490 00	3100 00	3100 00	4500 00	4500 00
96	1025	8 tapping sleeve and valve assembly including coupling and appurtenances as necessary complete in place	EA	7	3 500 00	24 500 00	4 000 00	28000 00	5000 00	35000 00	4 000 00	28000 00	3900 00	3900 00	5 060 00	35420 00	3100 00	21700 00	4200 00	29400 00
97	1025	12 tapping sleeve and valve assembly including coupling and appurtenances as necessary complete in place	EA	1	5 000 00	5 000 00	6 000 00	6000 00	9000 00	9000 00	6 700 00	6700 00	6500 00	6500 00	7 550 00	7550 00	6000 00	6000 00	9000 00	9000 00
98	1025	6 wet connection including coupling and appurtenances as necessary complete in place	EA	12	750 00	9 000 00	1 900 00	22800 00	1400 00	16800 00	800 00	9600 00	600 00	7200 00	694 00	8328 00	1000 00	12000 00	1500 00	18000 00
99	1025	8 wet connection including coupling and appurtenances as necessary complete in place	EA	7	1 000 00	7 000 00	2 000 00	14000 00	1500 00	10500 00	900 00	6300 00	750 00	5250 00	720 00	5040 00	900 00	6300 00	1500 00	10500 00
100	1025	10 wet connection including coupling and appurtenances as necessary complete in place	LA	3	1 250 00	3 750 00	2 200 00	6600 00	2200 00	6600 00	1 200 00	3600 00	1050 00	3150 00	900 00	2700 00	1200 00	3600 00	2000 00	6000 00
101	1025	12 wet connection including coupling and appurtenances as necessary complete in place	LA	1	1 500 00	1 500 00	2 500 00	2500 00	2600 00	2600 00	1 400 00	1400 00	1200 00	1200 00	1 040 00	1040 00	1300 00	1300 00	2000 00	2000 00
102	1025	70° wet connection including coupling and appurtenances as necessary complete in place	LA	9	2 500 00	22 500 00	5 000 00	45000 00	5000 00	45000 00	3 100 00	27900 00	2800 00	25200 00	3 200 00	28800 00	2900 00	26100 00	4500 00	40500 00
103	1025	1 1/4 to 2 single short side service reconnection complete in place	EA	24	400 00	9 600 00	1 000 00	24000 00	800 00	19200 00	500 00	12000 00	700 00	16800 00	832 00	19968 00	670 00	16080 00	1400 00	33600 00
104	1025	1 1 4 to 2 single long side service reconnection complete in place	EA	4	650 00	2 600 00	2 000 00	8000 00	2000 00	8000 00	1 300 00	5200 00	1100 00	4400 00	1 760 00	7040 00	1200 00	4800 00	1600 00	6400 00
105	1025	Cut plug and abandon existing 6 water line complete in place	EA	10	600 00	6 000 00	700 00	7000 00	750 00	7500 00	500 00	5000 00	350 00	3500 00	363 00	3630 00	400 00	4000 00	130 00	1300 00
106	1025	Cut plug and abandon existing 8 water line complete in place	EA	6	800 00	4 800 00	720 00	4320 00	1100 00	6600 00	600 00	3600 00	425 00	2550 00	415 00	2490 00	500 00	3000 00	170 00	1020 00
107	1025	Cut plug and abandon existing 10 water line complete in place	LA	3	900 00	2 700 00	900 00	2700 00	1500 00	4500 00	700 00	2100 00	675 00	2025 00	630 00	1890 00	600 00	1800 00	270 00	810 00
108	1025	Cut plug and abandon existing 12 water line complete in place	LA	1	1 000 00	1,000 00	1 180 00	1180 00	2100 00	2100 00	800 00	800 00	925 00	925 00	826 00	826 00	700 00	700 00	330 00	330 00
109	1025	Cut plug and abandon existing 20 water line complete in place	LA	5	1 800 00	9 000 00	2 500 00	12500 00	3500 00	17500 00	2 400 00	12000 00	1950 00	9750 00	1 500 00	7500 00	1300 00	6500 00	1000 00	5000 00
110	1025	Trench safety for all water line greater than 5 deep including installation operation and removal complete in place	LF	12 284	1 50	18 426 00	0 50	6142 00	0 10	1228 48	0 10	1228 40	2 00	24568 00	0 50	6142 00	0 10	1228 40	1 00	12284 00
111	1025	Water meter 3	EA	1	1 000 00	1 000 00	1 500 00	1500 00	2000 00	2000 00	2 700 00	2700 00	1200 00	1200 00	935 00	935 00	1400 00	1400 00	1400 00	1400 00
112	1025	20 HDPE (AWWA C906) DR 11 water line by open cut or auger construction all depths including fittings and restraints complete in place	LF	3 297	150 00	494 550 00	130 00	428610 00	124 00	408828 00	180 00	593460 00	140 00	461580 00	101 00	332997 00	128 00	422016 00	125 00	412125 00
113	1025	1 Air Release Valves	LA	1	1 800 00	1 800 00	2 100 00	2100 00	2100 00	2100 00	3 000 00	3000 00	1350 00	1350 00	1 600 00	1600 00	1400 00	1400 00	1500 00	1500 00
114	1025	2 Air Release Valves	LA	4	3 500 00	14 000 00	4 000 00	16000 00	3300 00	13200 00	4 600 00	18400 00	3050 00	12200 00	2 828 00	11312 00	3000 00	12000 00	3000 00	12000 00
SUB TOTAL WATER LINE								1423466 86		1426886 40		1278739 40		1178261 00		1089353 10		1328771 40		1393826 00
115	SAWS 848	10 PVC Sanitary Sewer Line (6 10)	LF	40	45 00	1 800 00	70 00	2800 00	110 00	4400 00	105 00	4200 00	85 00	3400 00	42 70	1708 00	90 60	3624 00	150 00	6000 00
116	SAWS 848	12 PVC Sanitary Sewer Line (6 10)	LF	323	50 00	16 150 00	60 00	19380 00	100 00	32300 00	60 00	19380 00	60 00	19380 00	55 20	17829 60	93 50	30200 50	100 00	32300 00
117	SAWS 852 1	Sanitary Sewer Manhole	EA	3	3 000 00	9 000 00	3 000 00	9000 00	3800 00	11400 00	1 900 00	5700 00	2550 00	7650 00	3 200 00	9600 00	2300 00	6900 00	3000 00	9000 00
118	SAWS 855	Connect to Existing MH	EA	1	2 000 00	2 000 00	600 00	600 00	600 00	600 00	1 600 00	1600 00	1600 00	1600 00	1 030 00	1030 00	600 00	600 00	1700 00	1700 00
119	SAWS 862	Remove Existing Sanitary Sewer Main	LF	340	20 00	6 800 00	15 00	5100 00	11 00	3740 00	11 00	3740 00	6 00	2040 00	17 60	5984 00	11 00	3740 00	13 00	4420 00
SUB TOTAL WASTEWATER								36880 00		52440 00		34620 00		34070 00		36151 60		45064 50		53420 00

BID FORM
STEWART ROAD PAVING, DRAINAGE WATER AND WASTEWATER IMPROVEMENT PROJECT
FROM COVE VIEW STREET TO 75TH STREET CITY OF GALVESTON
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	ENGINEERS ESTIMATE		Texas Sterling Construction Company		Reytec Construction Resources Inc		Triple B Services L L P		Angel Brothers Enterprises Ltd		R W Lucas Construction		SER Construction Partners, LLC		James Construction Group, L L C	
					Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)	Unit Price ($)	Total Amount ($)
TOTAL BASE BID						6 193 985 30		7011241 39		6590947 10		6756906 99		6093124 10		5172675 99		6249987 80		7097181 74
ALTERNATE #1 THE ADDITION OF 4" TOPSOIL WHERE INDICATED ON PLANS AT THE DISCRETION OF THE COUNTY																				
1	0160	FURNISHING AND PLACING TOPSOIL (4)	SY	55 209			1 50	82813 50	3 00	165627 00	2 20	121459 80	4 55	251200 95	1 26	69563 34	2 20	121459 80	1 00	55209 00
SUB-TOTAL ALTERNATIVE #1								82813 50		165627 00		121459 80		251200 95		69563 34		121459 80		55209 00
ALTERNATE #3 - THE ADDITION OF SETs AS PER THE PLANS IN SECTION 6																				
1	0467	SET (TY I)(S= 3 FT)(HW= 3 FT)(3 1)(C)	EA	+1			5,600 00	5600 00	2700 00	2700 00	7 500 00	7500 00	2750 00	2750 00	4 800 00	4800 00	3000 00	3000 00	2500 00	2500 00
2	0468	SET (TY II)(15 IN)(RCP)(4 1)(C)	EA	+12			850 00	10200 00	700 00	8400 00	800 00	9600 00	475 00	5700 00	450 00	5400 00	2300 00	27600 00	800 90	9600 00
3	0468	SET (TY II)(18 IN)(RCP)(4 1)(C)	EA	+39			820 00	31980 00	850 00	33150 00	800 00	31200 00	525 00	20475 00	475 00	18525 00	1200 00	46800 00	800 00	31200 00
4	0468	SET (TY II)(24 IN)(RCP)(4 1)(C)	EA	+44			960 00	42240 00	1300 00	57200 00	950 00	41800 00	725 00	31900 00	650 00	28600 00	1400 00	61600 00	1000 00	44000 00
5	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	2			1 200 00	2400 00	1400 00	2800 00	1 000 00	2000 00	1000 00	2000 00	-826 00	-1652 00	1100 00	2200 00	1000 00	2000 00
6	0468	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	+6			1 200 00	7200 00	107050 00	8400 00	1 000 00	6000 00	1000 00	6000 00	826 00	4956 00	1100 00	6600 00	1200 00	7200 00
SUB-TOTAL ALTERNATIVE #3								94820 00		107050 00		94100 00		64825 00		60629 00		143400 00		92500 00

BID RESPONSE TABULATION
STEWART RD IMPROVEMENTS 75TH ST TO COVE VIEW
GALVESTON COUNTY, TEXAS

BID #: B121012
OPEN: 12/20/2011
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor 702078 ANGEL BROTHERS ENTERPRIS		Vendor: 704519 SER CONSTRUCTION PARTNER		Vendor 705224 TEXAS STERLING CONSTRUCT	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	96100	STEWART ROAD IMPROVEMENTS IN GALVES 75TH ST TO COVE VIEW ST - TOTAL BASE BI	1 00	EA	6,093,124 10	6,093,124 10	6,249,987 80	6,249,987 80	7,011,241 39	7,011,241 39
0002	96100	TOTAL ALTERNATIVE 1	1 00	EA	251,200 95	251,200 95	121,459 80	121,459 80	82,813 50	82,813 50
0003	96100	TOTAL ALTERNATE3	1 00	EA	64,825 00	64,825 00	143,400 00	143,400 00	94,820 00	94,820 00
				Total of all Items		**6,409,150.05**		**6,514,847.60**		**7,188,874.89**

BID RESPONSE TABULATION
STEWART RD IMPROVEMENTS 75TH ST TO COVE VIEW
GALVESTON COUNTY, TEXAS

BID #: B121012
OPEN: 12/20/2011
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor: 705307 REYTEC CONSTRUCTION RESC		Vendor 711227 TRIPLE B SERVICES LLP		Vendor: 712886 R W LUCAS CONSTRUCTION LI	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	96100	STEWART ROAD IMPROVEMENTS IN GALVES 75TH ST TO COVE VIEW ST - TOTAL BASE BII	1 00	EA	6,590,947 10	6,590,947 10	6,756,906 99	6,756,906 99	5,172,675 99	5,172,675 99
0002	96100	TOTAL ALTERNATIVE 1	1 00	EA	165,627 00	165,627 00	121,459 80	121,459 80	69,563 34	69,563 34
0003	96100	TOTAL ALTERNATE3	1 00	EA	107,050 00	107,050 00	94,100 00	94,100 00	60,629 00	60,629 00
				Total of all Items		**6,863,624.10**		**6,972,466.79**		**5,302,868.33**

BID RESPONSE TABULATION
STEWART RD IMPROVEMENTS 75TH ST TO COVE VIEW
GALVESTON COUNTY, TEXAS

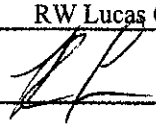
BID #: B121012
OPEN: 12/20/2011
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor. 713080 JAMES CONSTRUCTION GROUI		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	96100	STEWART ROAD IMPROVEMENTS IN GALVES 75TH ST TO COVE VIEW ST - TOTAL BASE BII	1 00	EA	7,097,181 74	7,097,181 74	0 00	0 00	0 00	0 00
0002	96100	TOTAL ALTERNATIVE 1	1 00	EA	55,209 00	55,209 00	0 00	0 00	0 00	0 00
0003	96100	TOTAL ALTERNATE3	1 00	EA	92,500 00	92,500 00	0 00	0 00	0 00	0 00
			Total of all Items			**7,244,890.74**		**0.00**		**0.00**

COPY

Proposal - Page 2

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
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	12/20/2011
TAX I.D No	27-3076189

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.

BID NUMBER B121012

BID PROPOSAL

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

Stewart Road Paving, Drainage, Water And Wastewater Improvement Project

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.

In submitting this BID, BIDDER represents and warrants, as more fully set forth in the Agreement, that the BIDDER has examined and carefully studied the Bidding Documents and Addenda. BIDDER hereby acknowledges receipt of the following Addenda: (List Addenda by Addendum Number and Date).

Addendum No.	1	Dated:	December 8, 2011
Addendum No.	2	Dated:	December 8, 2011
Addendum No.	3	Dated:	December 9, 2011
Addendum No	4	Dated	December 12, 2011
Addendum No	5	Dated	December 19, 2011

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
1	0100	PREPARING ROW	LS	1	One hundred twenty six thousand one hundred ninety five Dollars and zero Cents	126,195 00	126,195 00
2	0104	REMOVING CONC (RIPRAP)	SY	4	Twenty six Dollars and zero Cents	26 00	104 00
3	0104	REMOVING CONC (SIDEWALKS)	SY	1 026	Two Dollars and sixty Cents	2 60	2,667 60
4	0104	REMOVING CONC (DRIVEWAYS)	SY	2,113	Two Dollars and sixty Cents	2 60	5,493 80
5	0104	REMOVING CONC (CURB AND GUTTER)	LF	3,217	Two Dollars and sixty Cents	2.60	8,364 20
6	0104	REMOVE CONC (GUTTER)	LF	98	Two Dollars and sixty Cents	2 60	254 80
7	0104	REMOVING CONC (WHEELCHAIR RAMP)	SY	41	Two Dollars and sixty Cents	2 60	106 60
8	0104	REMOVING CONC (FLUME)	SY	3	Twenty six Dollars and zero Cents	26 00	78 00
9	0110	EXCAVATION (ROADWAY)	CY	11,728	Six Dollars and zero Cents	6 00	70,368 00
10	0132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	15,714	Ten Dollars and zero Cents	10 00	157,140 00
11	0164	BROADCAST SEED (PERM) (RURAL) (SANDY)	SY	55,209	Zero Dollars and ten Cents	0 10	5,520 90
12	0168	VEGETATIVE WATERING	MG	2,556	Twelve Dollars and zero Cents	12 00	30,672 00
13	0265	LFA TREAT SUBGRADE (8")	SY	65,149	Five Dollars and zero Cents	5 00	325,745 00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
14	0305	SALV HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	39,843	One Dollars and seventy six Cents	1 76	70,123 68
15	0360	CONC PVMT (CONT REINF-CRCP)(8")	SY	59,927	Thirty four Dollars and twenty Cents	34 20	2,049,503 40
16	0400	SAND BACKFILL	CY	127	Fourteen Dollars and zero Cents	14 00	1,778 00
17	0479	ADJ MANHS	EA	21	Seven hundred twenty Dollars and zero Cents	720 00	15,120 00
18	0496	REMOV STR (INLET)	EA	25	One hundred three Dollars and zero Cents	103 00	2,575 00
19	0496	REMOV STR (MANHOLE)	EA	3	One hundred three Dollars and zero Cents	103 00	309 00
20	0496	REMOV STR (SET)	EA	5	Seventy Dollars and zero Cents	70 00	350 00
21	0496	REMOV STR (WINGWALL)	EA	2	Eight hundred seventy Dollars and zero Cents	870 00	1,740 00
22	0496	REMOV STR (HEADWALL)	EA	8	Eight hundred seventy Dollars and zero Cents	870 00	6,960 00
23	0496	REMOV STR (PIPE)	LF	4,890	Thirteen Dollars and zero Cents	13 00	63,570 00
24	0500	MOBILIZATION	LS	1	One hundred twenty six thousand one hundred ninety five Dollars and zero Cents	126,195 00	126,195 00
25	0529	CONC CURB (TY II)	LF	5,615	Two Dollars and sixty Cents	2 60	14,599 00
26	0530	DRIVEWAYS AND TURNOUTS (CONC)(6")	SY	3,802	Thirty two Dollars and zero Cents	32 00	121,664 00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
27	0531	CURB RAMPS (TY 7)	EA	8	Five hundred Dollars and zero Cents	500 00	4,000 00
28	0531	CURB RAMPS (TY 9)	EA	10	Six hundred fifty Dollars and zero Cents	650 00	6,500 00
29	0531	CURB RAMPS (TY 10)	EA	1	Five hundred Dollars and zero Cents	500 00	500 00
30	0531	CONC SIDEWALKS (4")	SY	2,226	Thirty Dollars and zero Cents	30 00	66,780 00
31	0560	MAILBOX INSTALLATION (SINGLE)	EA	13	One hundred twenty six Dollars and zero Cents	126 00	1,638 00
32	0560	MAILBOX INSTALLATION (MULTIPLE)	EA	1	Two hundred sixty Dollars and zero Cents	260 00	260 00
33	0506	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	250	Twenty Dollars and zero Cents	20 00	5,000 00
34	0506	ROCK FILTER DAMS (REMOVE)	LF	250	Five Dollars and zero Cents	5 00	1,250 00
35	0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	15,264	One Dollars and sixty Cents	1 60	24,422 40
SUB-TOTAL PAVING					Three million three hundred seventeen thousand five hundred forty seven Dollars and thirty eight Cents		3,317,547 38
36	0644	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	44	Four hundred fifty Dollars and zero Cents	450 00	19,800 00
37	0644	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	32	One hundred sixty five Dollars and zero Cents	165 00	5,280 00
38	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	22,277	Zero Dollars and seventy five Cents	0 75	16,707 75

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
39	0666	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	801	Two Dollars and seventy five Cents	2 75	2,202 75
40	0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	536	Five Dollars and fifty Cents	5 50	2,948 00
41	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	47	Eighty eight Dollars and zero Cents	88 00	4,136 00
42	0666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	7	Ninety three Dollars and zero Cents	93 00	651 00
43	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	3,765	Zero Dollars and forty Cents	0 40	1,506 00
44	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	19 164	Zero Dollars and forty Cents	0 40	7,665 60
45	0666	REF PAV MRK TY II (RED)(NO PARK LANE)	LF	449	Zero Dollars and fifty five Cents	0 55	246 95
46	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	15	Forty Dollars and zero Cents	40 00	600 00
47	0666	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	15	Forty Dollars and zero Cents	40 00	600 00
48	0672	REFL PAV MRKR TY II-A-A	EA	426	Three Dollars and fifty Cents	3 50	1,491 00
49	0672	REFL PAV MRKR TY II-C-R	EA	110	Three Dollars and fifty Cents	3 50	385 00
SUB-TOTAL SIGN AND PAVEMENT MARKINGS					Sixty four thousand two hundred twenty Dollars and five Cents		64,220 05
50	0502	BARRICADES SIGNS AND TRAFFIC HANDLING	MO	14	Four thousand Dollars and zero Cents	4,000 00	56,000 00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
51	0508	CONSTRUCTING DETOURS	SY	1,991	Thirty six Dollars and zero Cents	36 00	71,676 00
52	0662	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	6,068	Zero Dollars and thirty five Cents	0 35	2,123 80
53	0662	WK ZN PV MK NON-REM (Y) (4")SLD W/MRKR	LF	1,244	Zero Dollars and forty four Cents	0 44	547 36
54	0677	ELIM EXT PAV MRK & MRKS (ALL SIZES)	LF	4 337	Zero Dollars and thirty Cents	0 30	1,301 10
SUB-TOTAL TRAFFIC CONTROL					One hundred thirty one thousand six hundred forty eight Dollars and twenty six Cents		131,648 26
55	0420	CL A CONC(COLLAR)	EA	4	Seven hundred twenty Dollars and zero Cents	720 00	2,880 00
56	0432	RIPRAP (CONC)(6 IN)	CY	90	Two hundred sixty Dollars and zero Cents	260 00	23,400 00
57	0462	PRECAST-REINFORCED CONCRETE BOX CULVERTS (3'X3')	LF	86	One hundred thirty one Dollars and zero Cents	131 00	11,266 00
58	0464	STORM DRAINAGE PIPE (15" REINFORCED CONCRETE PIPE, CLASS III)	LF	260	Forty nine Dollars and zero Cents	49 00	12,740 00
59	0464	STORM DRAINAGE PIPE (18" REINFORCED CONCRETE PIPE CLASS III)	LF	2,188	Forty six Dollars and zero Cents	46 00	100,648 00
60	0464	STORM DRAINAGE PIPE (24" REINFORCED CONCRETE PIPE CLASS III)	LF	2,902	Fifty one Dollars and zero Cents	51 00	148,002 00
61	0464	STORM DRAINAGE PIPE (30" REINFORCED CONCRETE PIPE, CLASS III)	LF	774	Sixty six Dollars and fifty Cents	66 50	51,471 00
62	0464	STORM DRAINAGE PIPE (36" REINFORCED CONCRETE PIPE, CLASS III)	LF	543	Eighty one Dollars and twenty Cents	81 20	44,091 60

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
63	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET (COMPL) (TYPE "C")	EA	16	Two thousand six hundred Dollars and zero Cents	2,600 00	41,600 00
64	0465	INLET (COMPL)(TY H)(2 5' X 2 5')	EA	2	One thousand eight hundred sixty five Dollars and zero Cents	1,865 00	3,730 00
65	0465	MANH (COMPL)(TY M)(3' X 3)	EA	8	One thousand eight hundred seventy Dollars and zero Cents	1,870 00	14,960 00
66	0465	MANH (COMPL)(TY M)(4' X 4')	EA	6	Two thousand two hundred seventy Dollars and zero Cents	2,270 00	13,620 00
67	0465	MANH (COMPL)(TY M)(5 X 5')	EA	2	Two thousand nine hundred seventy Dollars and zero Cents	2,970 00	5,940 00
68	0465	MANH (COMPL)(TY M)(6' X 6')	EA	1	Three thousand four hundred fourteen Dollars and zero Cents	3,414 00	3,414 00
69	0465	MANH (COMPL)(TY M)(6' X 3')	EA	1	Two thousand three hundred fifty Dollars and zero Cents	2,350 00	2,350 00
70	0465	MANH (COMPL)(TY M)(6' X 4')	EA	1	Two thousand three hundred fifteen Dollars and zero Cents	2,315 00	2,315 00
71	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET EXTENSION FOR (TYPE "C")	EA	3	Eight hundred seventeen Dollars and zero Cents	817 00	2,451 00
72	0466	WINGWALL (PW) (HW=6 FT)	SF	1	Fourteen thousand two hundred eighty Dollars and zero Cents	14,280 00	14,280 00
73	0466	HEADWALL (CH-PW-0)(DIA=24 IN)	EA	1	Two thousand seven hundred fifty Dollars and zero Cents	2,750 00	2,750 00
74	0466	HEADWALL (CH-PW-0)(DIA=24 IN)(MOD)	EA	1	Eight thousand two hundred sixty Dollars and zero Cents	8,260 00	8,260 00
75	0467	SET (TY II)(18 IN)(RCP)(3 1)(C)	EA	26	Three hundred seventy Dollars and zero Cents	370 00	9,620 00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
76	0467	SET (TY II)(24 IN)(RCP)(3:1)(C)	EA	5	Five hundred forty three and zero Dollars Cents	543 00	2,715 00
77	0467	SET (TY II)(36 IN)(RCP)(3:1)(C)	EA	8	One thousand two hundred and zero Dollars Cents	1,200 00	9,600 00
78	0467	SET (TY II)(24 IN)(RCP)(6:1)(C)	EA	2	Eight hundred twenty six and zero Dollars Cents	826 00	1,652.00
SUB-TOTAL DRAINAGE					Five hundred thirty three thousand seven hundred fifty five and sixty Dollars Cents		533,755 60
79	01025	4" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	67	Forty eight and fifty Dollars Cents	48 50	3,249 50
80	01025	6" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	166	Forty five and forty Dollars Cents	45 40	7,536.40
81	01025	8" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	8,258	Thirty two and ninety Dollars Cents	32 90	271,688.20
82	01025	10" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	132	Fifty six and seventy five Dollars Cents	56 75	7,491 00
83	01025	12" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	408	Sixty eight and fifty Dollars Cents	68 50	27,948 00
84	01025	Bore and jack 16-inch steel casing pipe including water line, fittings, restraints, spacers and end seals, complete in place	LF	40	Two hundred forty six and zero Dollars Cents	246 00	9,840 00
86	01025	Bore and jack 20-inch steel casing pipe including water line, fittings, restraints, spacers and end seals, complete in place	LF	20	Four hundred sixty and zero Dollars Cents	460.00	9,200 00
86	01026	Bore and jack 30-inch steel casing pipe including water line, fittings, restraints, spacers and end seals, complete in place	LF	100	Four hundred thirty four and zero Dollars Cents	434 00	43,400 00
87	01025	6-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	5	Eight hundred eighty eight and zero Dollars Cents	888 00	4,440 00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
88	01025	8-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	41	One thousand two hundred fifty Dollars and zero Cents	1,250 00	51,250 00
89	01025	10-inch Gate valves, AWWA C509 mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes complete in place	EA	4	One thousand nine hundred ninety Dollars and zero Cents	1,990 00	7,960 00
90	01025	12-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	7	Two thousand four hundred twenty Dollars and zero Cents	2,420 00	16,940 00
91	01025	20-inch Butterfly Valve, AWWA C-504, "Rubber-Seated Butterfly Valves" Class 150B	EA	7	Twelve thousand nine hundred Dollars and zero Cents	12,900 00	90,300 00
92	01025	Fire hydrant assembly, AWWA C502, mechanical joint inlet, including 6" gate valve and lead pipe, complete in place	EA	12	Three thousand four hundred fifty Dollars and zero Cents	3,450 00	41,400 00
93	01025	Remove and salvage existing fire hydrant and valve including delivering removed hydrant and valve to the City's storage yard, complete in place	EA	12	Two hundred six Dollars and zero Cents	206 00	2,472 00
94	01025	4" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	1	Four thousand five hundred forty Dollars and zero Cents	4,540 00	4,540 00
95	01025	6" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	1	Four thousand four hundred ninety Dollars and zero Cents	4,490 00	4,490 00
96	01025	8" tapping sleeve and valve assembly, including coupling and appurtenances as necessary complete in place	EA	7	Five thousand sixty Dollars and zero Cents	5,060 00	35,420.00
97	01025	12" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	1	Seven thousand five hundred fifty Dollars and zero Cents	7,550 00	7,550 00
98	01025	6" wet connection, including coupling and appurtenances as necessary, complete in place	EA	12	Six hundred ninety four Dollars and zero Cents	694 00	8,328 00
99	01025	8" wet connection, including coupling and appurtenances as necessary, complete in place	EA	7	Seven hundred twenty Dollars and zero Cents	720 00	5,040 00
100	01025	10" wet connection, including coupling and appurtenances as necessary complete in place	EA	3	Nine hundred Dollars and zero Cents	900 00	2,700 00
101	01025	12" wet connection, including coupling and appurtenances as necessary, complete in place	EA	1	One thousand forty Dollars and zero Cents	1,040 00	1,040 00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price in Word	Unit Price ($)	Total Amount ($)
102	01025	20" wet connection, including coupling and appurtenances as necessary, complete in place	EA	9	Three thousand two hundred Dollars and zero Cents	3,200 00	28,800 00
103	01025	1-1/4" to 2" single short side service reconnection, complete in place	EA	24	Eight hundred thirty two Dollars and zero Cents	832 00	19,968 00
104	01025	1-1/4" to 2" single long side service reconnection, complete in place	EA	4	One thousand seven hundred sixty Dollars and zero Cents	1,760 00	7,040 00
105	01025	Cut, plug and abandon existing 6" water line, complete in place	EA	10	Three hundred sixty three Dollars and zero Cents	363 00	3,630 00
106	01025	Cut, plug and abandon existing 8" water line complete in place	EA	6	Four hundred fifteen Dollars and zero Cents	415 00	2,490 00
107	01025	Cut, plug and abandon existing 10" water line, complete in place	EA	3	Six hundred thirty Dollars and zero Cents	630 00	1,890 00
108	01025	Cut, plug and abandon existing 12" water line, complete in place	EA	1	Eight hundred twenty six Dollars and zero Cents	826 00	826 00
109	01025	Cut, plug and abandon existing 20" water line complete in place	EA	5	One thousand five hundred Dollars and zero Cents	1,500 00	7,500 00
110	01025	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place	LF	12,284	Zero Dollars and fifty Cents	0 50	6,142 00
111	01025	Water meter, 2"	EA	1	Nine hundred thirty five Dollars and zero Cents	935 00	935 00
112	01025	20" HDPE (AWWA C906) DR-11 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	3,297	One hundred one Dollars and zero Cents	101 00	332,997 00
113	01025	1" Air Release Valves	EA	1	One thousand six hundred Dollars and zero Cents	1,600 00	1,600 00
114	01025	2" Air Release Valves	EA	4	Two thousand eight hundred twenty eight Dollars and zero Cents	2,828 00	11,312 00
SUB-TOTAL WATER LINE					One million eighty nine thousand three hundred fifty three Dollars and ten Cents		1,089,353 10

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
115	SAWS 848	10" PVC Sanitary Sewer Line (6'-10')	LF	40	Forty two Dollars and seventy Cents	42 70	1,708 00
116	SAWS 848	12" PVC Sanitary Sewer Line (6'-10')	LF	323	Fifty five Dollars and twenty Cents	55 20	17,829 60
117	SAWS 852 1	Sanitary Sewer Manhole	EA	3	Three thousand two hundred Dollars and zero Cents	3,200 00	9,600 00
118	SAWS 855	Connect to Existing MH	EA	1	One thousand thirty Dollars and zero Cents	1,030 00	1030 00
119	SAWS 862	Remove Existing Sanitary Sewer Main	LF	340	Seventeen Dollars and sixty Cents	17 60	5,984 00
SUB-TOTAL WASTEWATER					Thirty six thousand one hundred fifty one Dollars and sixty Cents		36,151 60
TOTAL BASE BID					Five million one hundred seventy two thousand six hundred seventy five Dollars and ninety nine Cents		5,172,675 99

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

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #1 - THE ADDITION OF 4" TOPSOIL WHERE INDICATED ON PLANS AT THE DISCRETION OF THE COUNTY.							
1	0160	FURNISHING AND PLACING TOPSOIL (4")	SY	55,209	One Dollars and twenty six Cents	1 26	69,563 34
SUB-TOTAL ALTERNATIVE #1					Sixty nine thousand five hundred sixty three Dollars and thirty four Cents		69,563 34

Item No.	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #2 - IN THE EVENT CONSTRUCTION IS COMPLETED WEST OF COVE VIEW BLVD, REPLACE THE ORIGINAL BID ITEMS WITH THE FOLLOWING PAVEMENT DELINEAION ITEMS AS PER SHEET C7 01.							
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	0	Dollars and Cents		
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	+346	Dollars and Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	-22,277	Dollars and Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	+19,258	Dollars and Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	-47	Dollars and Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	+48	Dollars and Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	-3,765	Dollars and Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	+4,137	Dollars and Cents		

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No.	Description	Unit	QTY.	Unit Price in Word	Unit Price ($)	Total Amount ($)
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	-19,164	_____ Dollars and _____ Cents		
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	+19,132	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	-426	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	+461	_____ Dollars and _____ Cents		
SUB-TOTAL ALTERNATIVE #2					_____ Dollars and _____ Cents		

ALTERNATE #3 - THE ADDITION OF SETs AS PER THE PLANS IN SECTION 6

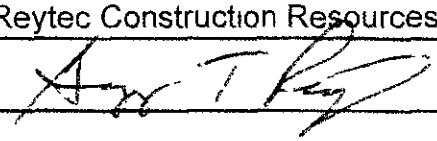
1	0467	SET (TY I)(S= 3 FT)(HW= 3 FT)(3 1)(C)	EA	+1	Four thousand eight hundred Dollars and zero Cents	4,800 00	4,800 00
2	0468	SET (TY II)(15 IN)(RCP)(4 1)(C)	EA	+12	Four hundred fifty Dollars and zero Cents	450 00	5,400 00
3	0468	SET (TY II)(18 IN)(RCP)(4 1)(C)	EA	+39	Four hundred seventy five Dollars and zero Cents	475 00	18,525 00
4	0468	SET (TY II)(24 IN)(RCP)(4.1)(C)	EA	+44	Six hundred fifty Dollars and zero Cents	650 00	28,600.00
5	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	-2	(Eight hundred twenty six) Dollars and zero Cents	(826 00)	(1,652 00)
6	0468	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	+6	Eight hundred twenty six Dollars and zero Cents	826 00	4,956 00
SUB-TOTAL ALTERNATIVE #3					Sixty thousand six hundred twenty nine Dollars and zero Cents		60,629 00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No.	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #4 - REPLACE THE SALVAGING, HAULING, AND STOCKPILING OF ASPHALT PAVEMENT WITH PLANING AND TEXTURING THE PAVEMENT							
1	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	-39 843	_____ Dollars and _____ Cents		
1	0354	PLANE ASPH CONC PAV (0" TO 4-1/4")	SY	+39843	_____ Dollars and _____ Cents		

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	Reytec Construction Resources, Inc
SIGNATURE	
PRINT NAME	Gregg T Reyes
TITLE	President
ADDRESS	1901 Hollister
CITY, STATE	Houston, TX
ZIP	77080
TELEPHONE	713 957 4003
FAX NO	713 681 0077
DATE	12/20/11
TAX I D No.	76-0516513

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.

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
1	0100	PREPARING ROW	LS	1	ONE HUNDRED THOUSAND Dollars and NO Cents	100 000 -	100 000 -
2	0104	REMOVING CONC (RIPRAP)	SY	4	TWENTY Dollars and NO Cents	20 -	80
3	0104	REMOVING CONC (SIDEWALKS)	SY	1 026	FIVE Dollars and NO Cents	5 -	5 130
4	0104	REMOVING CONC (DRIVEWAYS)	SY	2 113	SEVEN Dollars and NO Cents	7 -	14 791 -
5	0104	REMOVING CONC (CURB AND GUTTER)	LF	3 217	THREE Dollars and NO Cents	3 -	9 651 -
6	0104	REMOVE CONC (GUTTER)	LF	98	THREE Dollars and NO Cents	3 -	294 -
7	0104	REMOVING CONC (WHEELCHAIR RAMP)	SY	41	FIVE Dollars and NO Cents	5 -	205 -
8	0104	REMOVING CONC (FLUME)	SY	3	TWENTY Dollars and NO Cents	20 -	60
9	0110	EXCAVATION (ROADWAY)	CY	11 728	ELEVEN Dollars and NO Cents	11 -	129 008 -
10	0132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	15 714	SIXTEEN Dollars and NO Cents	16 -	251 424 -
11	0164	BROADCAST SEED (PERM) (RURAL) (SANDY)	SY	55,209	NO Dollars and TWENTY Cents	0 20	11 041 80
12	0168	VEGETATIVE WATERING	MG	2,556	FIVE Dollars and NO Cents	5 -	12, 780 -
13	0265	LFA TREAT SUBGRADE (8")	SY	65 149	SEVEN Dollars and NO Cents	7 -	456 043

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
14	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	39 843	TWO Dollars and NO Cents	2	79 686
15	0360	CONC PVMT (CONT REINF-CRCP)(8")	SY	59,927	FORTY ONE Dollars and NO Cents	41	2,457,007
16	0400	SAND BACKFILL	CY	127	SIXTEEN Dollars and NO Cents	16	2 032
17	0479	ADJ MANHS	EA	21	SIX HUNDRED FIFTY Dollars and NO Cents	650	13 650
18	0496	REMOV STR (INLET)	EA	25	ONE HUNDRED FORTY Dollars and NO Cents	140	3 500
19	0496	REMOV STR (MANHOLE)	EA	3	TWO HUNDRED Dollars and NO Cents	200	600
20	0496	REMOV STR (SET)	EA	5	ONE HUNDRED SEVENTY Dollars and NO Cents	170	850
21	0496	REMOV STR (WINGWALL)	EA	2	FOUR HUNDRED Dollars and NO Cents	400	800
22	0496	REMOV STR (HEADWALL)	EA	8	TWO HUNDRED EIGHTY Dollars and NO Cents	280	2 240
23	0496	REMOV STR (PIPE)	LF	4 890	EIGHT Dollars and NO Cents	8	39 120
24	0500	MOBILIZATION	LS	1	TWO HUNDRED THOUSAND Dollars and NO Cents	200 000	200 000
25	0529	CONC CURB (TY II)	LF	5 615	FOUR Dollars and NO Cents	4	22 460
26	0530	DRIVEWAYS AND TURNOUTS (CONC)(6")	SY	3,802	FIFTY SEVEN Dollars and NO Cents	57	216 714

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
27	0531	CURB RAMPS (TY 7)	EA	8	NINE HUNDRED Dollars and NO Cents	900	7 200
28	0531	CURB RAMPS (TY 9)	EA	10	ELEVEN HUNDRED Dollars and NO Cents	1,100	11 000
29	0531	CURB RAMPS (TY 10)	EA	1	FOURTEEN HUNDRED Dollars and NO Cents	1 400	1,400
30	0531	CONC SIDEWALKS (4")	SY	2 226	FORTY ONE Dollars and NO Cents	41	91 266
31	0560	MAILBOX INSTALLATION (SINGLE)	EA	13	ONE HUNDRED TWENTY Dollars and NO Cents	120	1,560
32	0560	MAILBOX INSTALLATION (MULTIPLE)	EA	1	TWO HUNDRED FORTY Dollars and NO Cents	240	240
33	0506	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	250	TWENTY FIVE Dollars and NO Cents	25	6 250
34	0506	ROCK FILTER DAMS (REMOVE)	LF	250	FIVE Dollars and NO Cents	5	1 250
35	0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	15 264	ONE Dollars and NO Cents	1	15 264
SUB-TOTAL PAVING					FOUR MILLION ONE HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED NINETY SIX Dollars and 96/100 Cents		4 164 596
36	0644	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	44	THREE HUNDRED FIFTEEN Dollars and NO Cents	315	13 860
37	0644	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	32	THREE HUNDRED Dollars and NO Cents	300	9 600
38	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	22 277	ONE Dollars and NO Cents	1	22 277

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
39	0666	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	801	THREE Dollars and NO Cents	3.00	2,403
40	0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	536	SIX Dollars and NO Cents	6.00	3,216
41	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	47	ONE HUNDRED THIRTY Dollars and NO Cents	130.00	6,110
42	0666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	7	ONE HUNDRED FORTY Dollars and NO Cents	140.00	980
43	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	3,765	NO Dollars and FIFTY Cents	0.50	1,882.50
44	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	19,164	NO Dollars and FIFTY Cents	0.50	9,582.00
45	0666	REF PAV MRK TY II (RED)(NO PARK LANE)	LF	449	FOUR Dollars and NO Cents	4.00	1,796
46	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	15	ONE HUNDRED EIGHTY Dollars and NO Cents	180.00	2,700
47	0666	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	15	ONE HUNDRED THIRTY FIVE Dollars and NO Cents	135.00	2,025
48	0672	REFL PAV MRKR TY II-A-A	EA	426	FOUR Dollars and NO Cents	4.00	1,704.00
49	0672	REFL PAV MRKR TY II-C-R	EA	110	FOUR Dollars and NO Cents	4.00	440
SUB-TOTAL SIGN AND PAVEMENT MARKINGS					SEVENTY EIGHT THOUSAND FIVE HUNDRED SEVENTY FIVE Dollars and FIFTY Cents		78,575.50
50	0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	14	SIXTEEN THOUSAND Dollars and NO Cents	16,000.00	224,000.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
51	0508	CONSTRUCTING DETOURS	SY	1 991	FORTY TWO Dollars and NO Cents	42.-	83 622.-
52	0662	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	6,068	NO Dollars and SEVENTY Cents	0.70	4 247.60
53	0662	WK ZN PV MK NON-REM (Y) (4)SLD W/MRKR	LF	1 244	NO Dollars and FIFTY Cents	0.50	622.-
54	0677	ELIM EXT PAV MRK & MRKS (ALL SIZES)	LF	4 337	NO Dollars and FORTY Cents	0.40	1 734.80
SUB-TOTAL TRAFFIC CONTROL					THREE HUNDRED FOURTEEN THOUSAND TWO HUNDRED TWENTY SIX Dollars and FORTY Cents		314 226.40
55	0420	CL A CONC(COLLAR)	EA	4	NINE HUNDRED Dollars and NO Cents	900.-	3 600.-
56	0432	RIPRAP (CONC)(6 IN)	CY	90	TWO HUNDRED Dollars and NO Cents	200.-	18 000.-
57	0462	PRECAST-REINFORCED CONCRETE BOX CULVERTS (3'x3)	LF	86	ONE HUNDRED THIRTY SIX Dollars and NO Cents	136.-	13 032.-
58	0464	STORM DRAINAGE PIPE (15" REINFORCED CONCRETE PIPE CLASS III)	LF	260	THIRTY SEVEN Dollars and NO Cents	37.-	9 620.-
59	0464	STORM DRAINAGE PIPE (18" REINFORCED CONCRETE PIPE CLASS III)	LF	2,188	FORTY EIGHT Dollars and NO Cents	48.-	105 024.-
60	0464	STORM DRAINAGE PIPE (24" REINFORCED CONCRETE PIPE CLASS III)	LF	2 902	FIFTY FOUR Dollars and NO Cents	54.-	156 708.-
61	0464	STORM DRAINAGE PIPE (30" REINFORCED CONCRETE PIPE CLASS III)	LF	774	SIXTY FOUR Dollars and NO Cents	64.-	49 536.-
62	0464	STORM DRAINAGE PIPE (36" REINFORCED CONCRETE PIPE, CLASS III)	LF	543	SEVENTY SIX Dollars and NO Cents	76.-	41 268.-

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
63	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET (COMPL) (TYPE "C")	EA	16	TWENTY FOUR HUNDRED Dollars and NO Cents	2 400	38 400
64	0465	INLET (COMPL)(TY H)(2 5' X 2 5)	EA	2	THREE THOUSAND Dollars and NO Cents	3 000	6 000.-
65	0465	MANH (COMPL)(TY M)(3' X 3)	EA	8	TWENTY FOUR HUNDRED Dollars and NO Cents	2 400	19 200
66	0465	MANH (COMPL)(TY M)(4' X 4')	EA	6	TWENTY FIVE HUNDRED Dollars and NO Cents	2 500	15, 000.-
67	0465	MANH (COMPL)(TY M)(5' X 5')	EA	2	THIRTY EIGHT HUNDRED Dollars and NO Cents	3 800.-	7 600
68	0465	MANH (COMPL)(TY M)(6' X 6')	EA	1	FIFTY THREE HUNDRED Dollars and NO Cents	5 300.-	5, 300
69	0465	MANH (COMPL)(TY M)(6' X 3')	EA	1	THIRTY SIX HUNDRED Dollars and NO Cents	3 600	3 600
70	0465	MANH (COMPL)(TY M)(6' X 4')	EA	1	THIRTY SIX HUNDRED Dollars and NO Cents	3 600	3 600.-
71	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET EXTENSION FOR (TYPE "C")	EA	3	ONE THOUSAND Dollars and NO Cents	1,000	3 000.-
72	0466	WINGWALL (PW) (HW=6 FT)	~~EA~~ EF	1	EIGHT THOUSAND Dollars and NO Cents	8,000	8 000
73	0466	HEADWALL (CH-PW-0)(DIA=24 IN)	EA	1	FIVE THOUSAND Dollars and NO Cents	5 000.-	5 000
74	0466	HEADWALL (CH-PW-0)(DIA=24 IN)(MOD)	EA	1	SIX THOUSAND Dollars and NO Cents	6 000	6 000.-
75	0467	SET (TY II)(18 IN)(RCP)(3 1)(C)	EA	26	SIX HUNDRED SIXTY Dollars and NO Cents	660	17 160.-

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
76	0467	SET (TY II)(24 IN)(RCP)(3 1)(C)	EA	5	NINE HUNDRED FIFTY Dollars and NO Cents	950	4 750
77	0467	SET (TY II)(36 IN)(RCP)(3 1)(C)	EA	8	FIFTEEN HUNDRED Dollars and NO Cents	1 500	12 00
78	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	2	FOURTEEN HUNDRED Dollars and NO Cents	1 400	2 800
SUB-TOTAL DRAINAGE					FIVE HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED TWENTY TWO Dollars and NO Cents		554 222
79	01025	4" PVC (AWWA C900) Class 150, DR-18 water line by open cut or auger construction all depths including fittings and restraints, complete in place	LF	67	SIXTY Dollars and NO Cents	60	4 020
80	01025	6" PVC (AWWA C900) Class 150 DR-18 water line by open cut or auger construction all depths including fittings and restraints, complete in place	LF	166	SEVENTY Dollars and NO Cents	70	11 620
81	01025	8" PVC (AWWA C900) Class 150 DR-18 water line by open cut or auger construction, all depths including fittings and restraints, complete in place	LF	8 258	FORTY NINE Dollars and NO Cents	49	404 642
82	01025	10" PVC (AWWA C900) Class 150 DR-18 water line by open cut or auger construction all depths including fittings and restraints, complete in place	LF	132	ONE HUNDRED THIRTY SEVEN Dollars and NO Cents	137	18 084
83	01025	12" PVC (AWWA C900) Class 150, DR-18 water line by open cut or auger construction all depths including fittings and restraints complete in place	LF	408	ONE HUNDRED TWENTY THREE Dollars and NO Cents	123	50 184
84	01025	Bore and jack 16-inch steel casing pipe including water line fittings, restraints spacers and end seals complete in place	LF	40	FIVE HUNDRED SEVENTEEN Dollars and NO Cents	517	20 680
85	01025	Bore and jack 20 inch steel casing pipe including water line fittings, restraints spacers and end seals complete in place	LF	20	FIVE HUNDRED FIFTY FIVE Dollars and NO Cents	555	11 100
86	01026	Bore and jack 30-inch steel casing pipe including water line fittings restraints spacers and end seals complete in place	LF	100	SEVEN HUNDRED Dollars and NO Cents	700	70 000
87	01025	6-inch Gate valves, AWWA C509 mechanical joint resilient wedge NRS open counter clockwise with valve boxes complete in place	EA	5	THIRTEEN HUNDRED Dollars and NO Cents	1 300	6 500

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
88	01025	8-inch Gate valves AWWA C509 mechanical joint resilient wedge NRS open counter clockwise with valve boxes complete in place	EA	41	SIXTEEN HUNDRED Dollars and NO Cents	1 600	65 600
89	01025	10-inch Gate valves AWWA C509 mechanical joint resilient wedge NRS open counter clockwise with valve boxes complete in place	EA	4	TWENTY TWO HUNDRED Dollars and NO Cents	2 200	8 800
90	01025	12-inch Gate valves AWWA C509, mechanical joint resilient wedge NRS open counter clockwise with valve boxes, complete in place	EA	7	TWENTY SEVEN HUNDRED Dollars and NO Cents	2 700	18 900
91	01025	20-inch Butterfly Valve AWWA C-504 "Rubber-Seated Butterfly Valves" Class 150B	EA	7	SIXTY FIVE HUNDRED Dollars and NO Cents	6 500	45 500
92	01025	Fire hydrant assembly AWWA C502 mechanical joint inlet including 6" gate valve and lead pipe complete in place	EA	12	FORTY EIGHT HUNDRED Dollars and NO Cents	4 800	57 600
93	01025	Remove and salvage existing fire hydrant and valve including delivering removed hydrant and valve to the City's storage yard, complete in place	EA	12	SEVEN HUNDRED Dollars and NO Cents	700	8 400
94	01025	4" tapping sleeve and valve assembly including coupling and appurtenances as necessary, complete in place	EA	1	THIRTY FIVE HUNDRED Dollars and NO Cents	3 500	3 500
95	01025	6" tapping sleeve and valve assembly including coupling and appurtenances as necessary complete in place	EA	1	THIRTY FIVE HUNDRED Dollars and NO Cents	3,500	3 500
96	01025	8" tapping sleeve and valve assembly, including coupling and appurtenances as necessary complete in place	EA	7	FIVE THOUSAND Dollars and NO Cents	5 000	35 000
97	01025	12" tapping sleeve and valve assembly including coupling and appurtenances as necessary complete in place	EA	1	NINE THOUSAND Dollars and NO Cents	9 000	9 000
98	01025	6" wet connection including coupling and appurtenances as necessary complete in place	EA	12	FOURTEEN HUNDRED Dollars and NO Cents	1,400	16 800
99	01025	8" wet connection including coupling and appurtenances as necessary complete in place	EA	7	FIFTEEN HUNDRED Dollars and NO Cents	1 500	10 500
100	01025	10" wet connection including coupling and appurtenances as necessary, complete in place	EA	3	TWENTY TWO HUNDRED Dollars and NO Cents	2 200	6 600
101	01025	12" wet connection including coupling and appurtenances as necessary complete in place	EA	1	TWENTY SIX HUNDRED Dollars and NO Cents	2 600	2,600

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
102	01025	20" wet connection including coupling and appurtenances as necessary complete in place	EA	9	FIVE THOUSAND Dollars and NO Cents	5 00	45 000
103	01025	1-1/4" to 2" single short side service reconnection complete in place	EA	24	EIGHT HUNDRED Dollars and NO Cents	800	19 200
104	01025	1-1/4" to 2" single long side service reconnection complete in place	EA	4	TWO THOUSAND Dollars and NO Cents	2,000 -	8 000
105	01025	Cut plug and abandon existing 6" water line complete in place	EA	10	SEVEN HUNDRED FIFTY Dollars and NO Cents	750 -	7 500 -
106	01025	Cut plug and abandon existing 8" water line complete in place	EA	6	ELEVEN HUNDRED Dollars and NO Cents	1,100	6,600 -
107	01025	Cut plug and abandon existing 10 water line complete in place	EA	3	FIFTEEN HUNDRED Dollars and NO Cents	1,500 -	4 500 -
108	01025	Cut, plug and abandon existing 12 water line, complete in place	EA	1	TWENTY ONE HUNDRED Dollars and NO Cents	2,100	2,100
109	01025	Cut, plug and abandon existing 20" water line complete in place	EA	5	THIRTY FIVE HUNDRED Dollars and NO Cents	3 500 -	17 500 -
110	01025	Trench safety for all water line greater than 5 deep, including installation operation and removal complete in place	LF	12 284	NO Dollars and TEN Cents	0 10	1 228 40
111	01025	Water meter, 2"	EA	1	TWO THOUSAND Dollars and NO Cents	2,000	2,000 -
112	01025	20" HDPE (AWWA C906) DR-11 water line, by open cut or auger construction all depths including fittings and restraints complete in place	LF	3 297	ONE HUNDRED TWENTY FOUR Dollars and NO Cents	124 -	408 828
113	01025	1" Air Release Valves	EA	1	TWENTY ONE HUNDRED Dollars and NO Cents	2,100	2,100
114	01025	2" Air Release Valves	EA	4	THIRTY THREE HUNDRED Dollars and NO Cents	3,300 -	13 200
SUB-TOTAL WATER LINE					ONE MILLION FOUR HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED EIGHTY SIX Dollars and NO Cents		1,426,886 40

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
115	SAWS 848	10" PVC Sanitary Sewer Line (6'-10')	LF	40	ONE HUNDRED TEN Dollars and NO Cents	110.-	4 40.-
116	SAWS 848	12" PVC Sanitary Sewer Line (6'-10')	LF	323	ONE HUNDRED Dollars and NO Cents	100	32 300.-
117	SAWS 852 1	Sanitary Sewer Manhole	EA	3	THIRTY EIGHT HUNDRED Dollars and NO Cents	3 800	11 400
118	SAWS 855	Connect to Existing MH	EA	1	SIX HUNDRED Dollars and NO Cents	600.-	6..
119	SAWS 862	Remove Existing Sanitary Sewer Main	LF	340	ELEVEN Dollars and NO Cents	11	3 740
SUB-TOTAL WASTEWATER					FIFTY TWO THOUSAND FOUR HUNDRED FORTY Dollars and NO Cents		52 440.-
TOTAL BASE BID					SIX MILLION FIVE HUNDRED NINETY THOUSAND NINE HUNDRED FORTY SEVEN Dollars and TEN Cents		6,590,947.10

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

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

Item No.	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #2 - IN THE EVENT CONSTRUCTION IS COMPLETED WEST OF COVE VIEW BLVD, REPLACE THE ORIGINAL BID ITEMS WITH THE FOLLOWING PAVEMENT DELINEAION ITEMS AS PER SHEET C7 01.							
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	+346	_____ Dollars and _____ Cents	N/A	
2	0666	REFL PAV MRK TY I (W) 8 (SLD)(100MIL)	LF	-3019	_____ Dollars and _____ Cents	N/A	
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	+1	_____ Dollars and _____ Cents	N/A	
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	+372	_____ Dollars and _____ Cents	N/A	
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	-32	_____ Dollars and _____ Cents	N/A	
6	0672	REFL PAV MRKR TY II-A-A	EA	+35	_____ Dollars and _____ Cents	N/A	
SUB-TOTAL ALTERNATIVE #2					_____ Dollars and _____ Cents	N/A	

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #1 - THE ADDITION OF 4" TOPSOIL WHERE INDICATED ON PLANS AT THE DISCRETION OF THE COUNTY							
1	0160	FURNISHING AND PLACING TOPSOIL (4")	SY	55 209	THREE Dollars and NO Cents	3	165 627 -
SUB-TOTAL ALTERNATIVE #1					ONE HUNDRED SIXTY FIVE THOUSAND SIX HUNDRED TWENTY SEVEN Dollars and NO Cents		165, 627 -

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #2 - IN THE EVENT CONSTRUCTION IS COMPLETED WEST OF COVE VIEW BLVD, REPLACE THE ORIGINAL BID ITEMS WITH THE FOLLOWING PAVEMENT DELINEAION ITEMS AS PER SHEET C7 01							
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	0	Dollars and Cents	N/A	
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	+346	Dollars and Cents	N/A	
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	-22 277	Dollars and Cents	N/A	
2	0666	REFL PAV MRK TY I (W) 8 (SLD)(100MIL)	LF	+19,258	Dollars and Cents	N/A	
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	-47	Dollars and Cents	N/A	
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	+48	Dollars and Cents	N/A	
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	-3 765	Dollars and Cents	N/A	
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	+4 137	Dollars and Cents	N/A	

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	19 164	_____ Dollars and _____ Cents	N/A	
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	+19 132	_____ Dollars and _____ Cents	N/A	
6	0672	REFL PAV MRKR TY II-A-A	EA	426	_____ Dollars and _____ Cents	N/A	
6	0672	REFL PAV MRKR TY II-A-A	EA	+461	_____ Dollars and _____ Cents	N/A	
SUB-TOTAL ALTERNATIVE #2					_____ Dollars and _____ Cents	N/A	

ALTERNATE #3 - THE ADDITION OF SETs AS PER THE PLANS IN SECTION 6

1	0467	SET (TY I)(S= 3 FT)(HW= 3 FT)(3 1)(C)	EA	+1	TWENTY SEVEN HUNDRED Dollars and NO Cents	2 700	2,700
2	0468	SET (TY II)(15 IN)(RCP)(4 1)(C)	EA	+12	SEVEN HUNDRED Dollars and - Cents	700	8 400
3	0468	SET (TY II)(18 IN)(RCP)(4 1)(C)	EA	+39	EIGHT HUNDRED FIFTY Dollars and NO Cents	850	33 150
4	0468	SET (TY II)(24 IN)(RCP)(4 1)(C)	EA	+44	THIRTEEN HUNDRED Dollars and NO Cents	1300	57200
5	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	-2	FOURTEEN HUNDRED Dollars and NO Cents	1400	(2,800)
6	0468	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	+6	FOURTEEN HUNDRED Dollars and NO Cents	1400	8 400
SUB-TOTAL ALTERNATIVE #3					ONE HUNDRED SEVEN THOUSAND FIFTY Dollars and NO Cents		107,050

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #4 - REPLACE THE SALVAGING, HAULING, AND STOCKPILING OF ASPHALT PAVEMENT WITH PLANING AND TEXTURING THE PAVEMENT							
1	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	39 843	and ____ Dollars ____ Cents	N/A	
1	0354	PLANE ASPH CONC PAV (0" TO 4-1/4")	SY	+39843	and ____ Dollars ____ Cents	N/A	

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	Triple B Services, L.L.P.
SIGNATURE	Donna Burke
PRINT NAME	Donna Burke
TITLE	Sr. Project Administrator
ADDRESS	820 Old Atascocita Rd.
CITY, STATE	Huffman, Texas
ZIP	77336
TELEPHONE	281-324-3264
FAX NO	281-324-1304
DATE	December 20, 2011
TAX I.D. No.	76-0507104

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.

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
1	0100	PREPARING ROW	LS	1	Seventy thousand Dollars and no Cents	70000.00	70000.00
2	0104	REMOVING CONC (RIPRAP)	SY	4	Three Dollars and no Cents	3.00	12.00
3	0104	REMOVING CONC (SIDEWALKS)	SY	1,026	Four Dollars and no Cents	4.00	4104.00
4	0104	REMOVING CONC (DRIVEWAYS)	SY	2,113	Eight Dollars and no Cents	8.00	16904.00
5	0104	REMOVING CONC (CURB AND GUTTER)	LF	3,217	One Dollars and no Cents	1.00	3217.00
6	0104	REMOVE CONC (GUTTER)	LF	98	One Dollars and no Cents	1.00	98.00
7	0104	REMOVING CONC (WHEELCHAIR RAMP)	SY	41	Three Dollars and no Cents	3.00	123.00
8	0104	REMOVING CONC (FLUME)	SY	3	Three Dollars and no Cents	3.00	9.00
9	0110	EXCAVATION (ROADWAY)	CY	11,728	Seven Dollars and no Cents	7.00	82096.00
10	0132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	15,714	Twelve Dollars and no Cents	12.00	188568.00
11	0164	BROADCAST SEED (PERM) (RURAL) (SANDY)	SY	55,209	No Dollars and eleven Cents	0.11	6072.99
12	0168	VEGETATIVE WATERING	MG	2,556	Three Dollars and no Cents	3.00	7668.00
13	0265	LFA TREAT SUBGRADE (8")	SY	65 149	Seven Dollars and fifteen Cents	7.15	465815.35

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
14	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	39,843	Four Dollars and NO Cents	4.00	159372.00
15	0360	CONC PVMT (CONT REINF-CRCP)(8")	SY	59,927	Forty Dollars and NO Cents	40.00	2397080.00
16	0400	SAND BACKFILL	CY	127	Sixty eight Dollars and NO Cents	68.00	8636.00
17	0479	ADJ MANHS	EA	21	Eight hundred Dollars and NO Cents	800.00	16800.00
18	0496	REMOV STR (INLET)	EA	25	Four hundred fifty Dollars and NO Cents	450.00	11250.00
19	0496	REMOV STR (MANHOLE)	EA	3	Seven hundred Dollars and NO Cents	700.00	2100.00
20	0496	REMOV STR (SET)	EA	5	Four hundred fifty Dollars and NO Cents	450.00	2250.00
21	0496	REMOV STR (WINGWALL)	EA	2	One thousand Dollars and NO Cents	1000.00	2000.00
22	0496	REMOV STR (HEADWALL)	EA	8	One thousand Dollars and NO Cents	1000.00	8000.00
23	0496	REMOV STR (PIPE)	LF	4,890	Twenty five Dollars and NO Cents	25.00	122250.00
24	0500	MOBILIZATION	LS	1	Six hundred fifty thousand Dollars and NO Cents	650000.00	650000.00
25	0529	CONC CURB (TY II)	LF	5,615	Three Dollars and NO Cents	3.00	16845.00
26	0530	DRIVEWAYS AND TURNOUTS (CONC)(6")	SY	3 802	Fifty three Dollars and NO Cents	53.00	201506.00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
27	0531	CURB RAMPS (TY 7)	EA	8	Fourteen hundred Dollars and no Cents	1400.00	11200.00
28	0531	CURB RAMPS (TY 9)	EA	10	Fourteen hundred Dollars and no Cents	1600.00	16000.00
29	0531	CURB RAMPS (TY 10)	EA	1	Fourteen hundred Dollars and no Cents	1400.00	1400.00
30	0531	CONC SIDEWALKS (4")	SY	2,226	Forty Dollars and no Cents	40 00	8904.00
31	0560	MAILBOX INSTALLATION (SINGLE)	EA	13	Three hundred Dollars and no Cents	300.00	3900.00
32	0560	MAILBOX INSTALLATION (MULTIPLE)	EA	1	Eighteen hundred Dollars and no Cents	1800.00	1800.00
33	0506	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	250	Twenty Seven Dollars and no Cents	27.00	6750.00
34	0506	ROCK FILTER DAMS (REMOVE)	LF	250	Fourteen Dollars and no Cents	14.00	3500.00
35	0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	15,264	One Dollars and twenty four Cents	1.25	19080.00
SUB-TOTAL PAVING					Four million one hundred ninety five thousand four hundred forty six Dollars and thirty four Cents		4595446.34
36	0644	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	44	Three hundred Dollars and no Cents	300 00	13200.00
37	0644	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	32	Two hundred ninety Dollars and no Cents	290 00	9280.00
38	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	22,277	No Dollars and Ninety Cents	0.90	20049.30

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
39	0666	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	801	Three Dollars and no Cents	3 00	2403.00
40	0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	536	Five Dollars and Sixty Cents	5 60	3001 60
41	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	47	One hundred twenty Dollars and no Cents	120 00	5640.00
42	0666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	7	One hundred thirty Dollars and no Cents	130.00	910.00
43	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	3,765	No Dollars and forty five Cents	0.45	1694.25
44	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	19,164	No Dollars and forty five Cents	0.45	862380
45	0666	REF PAV MRK TY II (RED)(NO PARK LANE)	LF	449	Three Dollars and fifty Cents	3.50	1571.50
46	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	15	One hundred Seventy Dollars and no Cents	170 00	2550.00
47	0666	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	15	One hundred thirty Dollars and no Cents	130.00	1950.00
48	0672	REFL PAV MRKR TY II-A-A	EA	426	three Dollars and eighty Cents	3.80	1618.80
49	0672	REFL PAV MRKR TY II-C-R	EA	110	Three Dollars and eighty Cents	3.80	418.00
SUB-TOTAL SIGN AND PAVEMENT MARKINGS					Seventy two thousand nine hundred ten Dollars and twenty five Cents		72910.25
50	0502	BARRICADES SIGNS AND TRAFFIC HANDLING	MO	14	Thirty eight hundred Dollars and no Cents	3800.00	53200.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
51	0508	CONSTRUCTING DETOURS	SY	1,991	Thirty eight hundred Dollars and no Cents	3800 00	1194600
52	0662	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	6,068	no Dollars and Sixty four Cents	0.65	3944 20
53	0662	WK ZN PV MK NON-REM (Y) (4")SLD W/MRKR	LF	1,244	no Dollars and fifty Cents	0.50	622.00
54	0677	ELIM EXT PAV MRK & MRKS (ALL SIZES)	LF	4 337	no Dollars and forty Cents	0 40	1734.80
SUB-TOTAL TRAFFIC CONTROL					One hundred Seventy-eight thousand nine hundred Sixty one Dollars and no Cents		178961.00
55	0420	CL A CONC(COLLAR)	EA	4	Five hundred Dollars and no Cents	500.00	2000.00
56	0432	RIPRAP (CONC)(6 IN)	CY	90	Four hundred Dollars and no Cents	400.00	36000.00
57	0462	PRECAST-REINFORCED CONCRETE BOX CULVERTS (3'x3')	LF	86	One hundred thirty five Dollars and no Cents	135.00	11610.00
58	0464	STORM DRAINAGE PIPE (15" REINFORCED CONCRETE PIPE, CLASS III)	LF	260	Fifty two Dollars and no Cents	52.00	13520.00
59	0464	STORM DRAINAGE PIPE (18" REINFORCED CONCRETE PIPE, CLASS III)	LF	2,188	Fifty three Dollars and no Cents	53.00	115964.00
60	0464	STORM DRAINAGE PIPE (24" REINFORCED CONCRETE PIPE CLASS III)	LF	2 902	Sixty Dollars and no Cents	60.00	174120.00
61	0464	STORM DRAINAGE PIPE (30" REINFORCED CONCRETE PIPE, CLASS III)	LF	774	Sixty eight Dollars and no Cents	68 00	52632.00
62	0464	STORM DRAINAGE PIPE (36" REINFORCED CONCRETE PIPE, CLASS III)	LF	543	Eighty eight Dollars and no Cents	88.00	47784.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
63	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET (COMPL) (TYPE "C")	EA	16	Twenty three hundred Dollars and NO Cents	2300.00	36800.00
64	0465	INLET (COMPL)(TY H)(2 5' X 2 5')	EA	2	Twenty one hundred Dollars and NO Cents	2100.00	4200.00
65	0465	MANH (COMPL)(TY M)(3' X 3')	EA	8	Twenty one hundred Dollars and NO Cents	2100.00	16800.00
66	0465	MANH (COMPL)(TY M)(4' X 4')	EA	6	Twenty one hundred Dollars and NO Cents	2100.00	12600.00
67	0465	MANH (COMPL)(TY M)(5' X 5')	EA	2	Thirty one hundred Dollars and NO Cents	3100.00	6200.00
68	0465	MANH (COMPL)(TY M)(6' X 6')	EA	1	Forty five hundred Dollars and NO Cents	4500.00	4500.00
69	0465	MANH (COMPL)(TY M)(6' X 3')	EA	1	Twenty five hundred Dollars and NO Cents	2500.00	2500.00
70	0465	MANH (COMPL)(TY M)(6' X 4')	EA	1	Twenty five hundred Dollars and NO Cents	2500.00	2500.00
71	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET EXTENSION FOR (TYPE "C")	EA	3	Four hundred sixty Dollars and NO Cents	460.00	1380.00
72	0466	WINGWALL (PW) (HW=6 FT)	SF	1	Eighty six hundred Dollars and NO Cents	8600.00	8600.00
73	0466	HEADWALL (CH-PW-0)(DIA=24 IN)	EA	1	thirty six hundred Dollars and NO Cents	3600.00	3600.00
74	0466	HEADWALL (CH-PW-0)(DIA=24 IN)(MOD)	EA	1	Seventy three hundred Dollars and NO Cents	7300.00	7300.00
75	0467	SET (TY II)(18 IN)(RCP)(3 1)(C)	EA	26	Seven hundred forty five Dollars and NO Cents	745.00	19370.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
76	0467	SET (TY II)(24 IN)(RCP)(3 1)(C)	EA	5	Eight hundred fifty Dollars and NO Cents	850.00	4250.00
77	0467	SET (TY II)(36 IN)(RCP)(3 1)(C)	EA	8	Twelve hundred fifty Dollars and NO Cents	1250.00	10000.00
78	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	2	One thousand Dollars and NO Cents	1000.00	2000.00
SUB-TOTAL DRAINAGE					Five hundred ninety six thousand two hundred thirty Dollars and NO Cents		596230.00
79	01025	4" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	67	Eighteen Dollars and NO Cents	18.00	1206.00
80	01025	6" PVC (AWWA C900) Class 150 DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	166	Fifty Dollars and NO Cents	50 00	8300.00
81	01025	8" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	8,258	Thirty two Dollars and NO Cents	32.00	264256.00
82	01025	10" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints complete in place	LF	132	Eighty three Dollars and NO Cents	83.00	10956.00
83	01025	12" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	408	Sixty Six Dollars and NO Cents	66.00	26928 00
84	01025	Bore and jack 16-inch steel casing pipe including water line, fittings, restraints, spacers and end seals, complete in place	LF	40	One hundred ten Dollars and NO Cents	110.00	4400 00
85	01025	Bore and jack 20-inch steel casing pipe including water line fittings, restraints spacers and end seals, complete in place	LF	20	One hundred thirty five Dollars and NO Cents	135.00	2700.00
86	01026	Bore and jack 30-inch steel casing pipe including water line, fittings, restraints spacers and end seals, complete in place	LF	100	One hundred seventy five Dollars and NO Cents	175.00	17500 00
87	01025	6-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	5	Eight hundred twenty five Dollars and NO Cents	825.00	4125.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price in Word	Unit Price ($)	Total Amount ($)
88	01025	8-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	41	Twelve hundred Dollars and no Cents	1200.00	49200.00
89	01025	10-inch Gate valves, AWWA C509, mechanical joint resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	4	Eighteen hundred Dollars and no Cents	1800.00	7200.00
90	01025	12-inch Gate valves, AWWA C509, mechanical joint, resilient wedge NRS open counter clockwise with valve boxes complete in place	EA	7	Twenty three hundred Dollars and no Cents	2300.00	16100.00
91	01025	20-inch Butterfly Valve, AWWA C-504, "Rubber-Seated Butterfly Valves", Class 150B	EA	7	Eighty two hundred Dollars and no Cents	8200.00	57400.00
92	01025	Fire hydrant assembly, AWWA C502, mechanical joint inlet, including 6" gate valve and lead pipe, complete in place	EA	12	Forty seven hundred Dollars and no Cents	4700.00	56400.00
93	01025	Remove and salvage existing fire hydrant and valve, including delivering removed hydrant and valve to the City's storage yard, complete in place	EA	12	Two hundred fifteen Dollars and no Cents	215.00	2580.00
94	01025	4" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	1	Thirty one hundred Dollars and no Cents	3100.00	3100.00
95	01025	6" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	1	Thirty four hundred Dollars and no Cents	3400.00	3400.00
96	01025	8" tapping sleeve and valve assembly including coupling and appurtenances as necessary, complete in place	EA	7	Four thousand Dollars and no Cents	4000.00	28000.00
97	01025	12" tapping sleeve and valve assembly including coupling and appurtenances as necessary, complete in place	EA	1	Sixty seven hundred Dollars and no Cents	6700.00	6700.00
98	01025	6" wet connection including coupling and appurtenances as necessary, complete in place	EA	12	Eight hundred Dollars and no Cents	800.00	9600.00
99	01025	8" wet connection, including coupling and appurtenances as necessary, complete in place	EA	7	Nine hundred Dollars and no Cents	900.00	6300.00
100	01025	10" wet connection, including coupling and appurtenances as necessary, complete in place	EA	3	Twelve hundred Dollars and no Cents	1200.00	3600.00
101	01025	12" wet connection including coupling and appurtenances as necessary, complete in place	EA	1	Fourteen hundred Dollars and no Cents	1400.00	1400.00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
102	01025	20" wet connection including coupling and appurtenances as necessary, complete in place	EA	9	Thirty one hundred Dollars and NO Cents	3100 00	27900.00
103	01025	1-1/4" to 2" single short side service reconnection, complete in place	EA	24	Five hundred Dollars and NO Cents	500 00	12000.00
104	01025	1-1/4" to 2" single long side service reconnection complete in place	EA	4	Thirteen hundred Dollars and NO Cents	1300 00	5200.00
105	01025	Cut, plug and abandon existing 6" water line complete in place	EA	10	Five hundred Dollars and NO Cents	500.00	5000.00
106	01025	Cut, plug and abandon existing 8" water line, complete in place	EA	6	Six hundred Dollars and NO Cents	600.00	3600.00
107	01025	Cut, plug and abandon existing 10" water line complete in place	EA	3	Seven hundred Dollars and NO Cents	700.00	2100.00
108	01025	Cut, plug and abandon existing 12" water line, complete in place	EA	1	Eight hundred Dollars and NO Cents	800.00	800.00
109	01025	Cut, plug and abandon existing 20" water line, complete in place	EA	5	Twenty fourhundred Dollars and NO Cents	2400.00	12000.00
110	01025	Trench safety for all water line greater than 5' deep, including installation operation and removal, complete in place	LF	12,284	NO Dollars and Ten Cents	0 10	1228.40
111	01025	Water meter, 2"	EA	1	Twenty seven hundred Dollars and NO Cents	2700.00	2700.00
112	01025	20" HDPE (AWWA C906) DR-11 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	3,297	one hundred eighty Dollars and Zero Cents	180.00 ~~98 00~~	593460.00 ~~323106.00~~
113	01025	1" Air Release Valves	EA	1	Three thousand Dollars and NO Cents	3000.00	3000.00
114	01025	2" Air Release Valves	EA	4	Forty six hundred Dollars and NO Cents	4600.00	18400.00
SUB-TOTAL WATER LINE					One million two hundred Seventy eight thousend Seven hundred thirty nine Dollars and forty Cents		~~1008385.40~~ 1278739.40

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY.	Unit Price in Word	Unit Price ($)	Total Amount ($)
115	SAWS 848	10" PVC Sanitary Sewer Line (6'-10')	LF	40	One hundred five Dollars and NO Cents	105.00	4200.00
116	SAWS 848	12" PVC Sanitary Sewer Line (6'-10')	LF	323	Sixty Dollars and NO Cents	60.00	19380.00
117	SAWS 852 1	Sanitary Sewer Manhole	EA	3	Nineteen hundred Dollars and NO Cents	1900 00	5700.00
118	SAWS 855	Connect to Existing MH	EA	1	Sixteen hundred Dollars and NO Cents	1600.00	1600 00
119	SAWS 862	Remove Existing Sanitary Sewer Main	LF	340	Eleven Dollars and NO Cents	11.00	3740.00
SUB-TOTAL WASTEWATER					thirty four thousand six hundred twenty Dollars and NO Cents		34620.00
TOTAL BASE BID					Six million seven hundred fifty six thousand Nine thundred six Dollars and ninety nine Cents		~~6,486,552.99~~ 6,756,906.99

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

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #1 - THE ADDITION OF 4" TOPSOIL WHERE INDICATED ON PLANS AT THE DISCRETION OF THE COUNTY.							
1	0160	FURNISHING AND PLACING TOPSOIL (4")	SY	55,209	Two ____ Dollars and Twenty ____ Cents	2.20	121459.80
SUB-TOTAL ALTERNATIVE #1					One hundred twenty one thousand ____ Dollars and four hundred fifty nine ____ Cents Zero Cents		121459 80

Item No.	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #2 - IN THE EVENT CONSTRUCTION IS COMPLETED WEST OF COVE VIEW BLVD, REPLACE THE ORIGINAL BID ITEMS WITH THE FOLLOWING PAVEMENT DELINEAION ITEMS AS PER SHEET C7 01							
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	0	____ Dollars and ____ Cents	0.00	0.00
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	+346	____ Dollars and ____ Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL) DELETED	LF	-22,277	____ Dollars and ____ Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL) PER ADDENDUM 4	LF	+19,268	____ Dollars and ____ Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	-47	____ Dollars and ____ Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	+48	____ Dollars and ____ Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	-3,765	____ Dollars and ____ Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	+4,137	____ Dollars and ____ Cents		

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
5	0666	~~REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)~~	LF	~~-19,164~~	_____ Dollars and _____ Cents		
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL) DELETED PER ADDENDUM 4	LF	~~-19,132~~	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	-426	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	+461	_____ Dollars and _____ Cents		
SUB-TOTAL ALTERNATIVE #2					_____ Dollars and _____ Cents		0.00

ALTERNATE #3 - THE ADDITION OF SETs AS PER THE PLANS IN SECTION 6

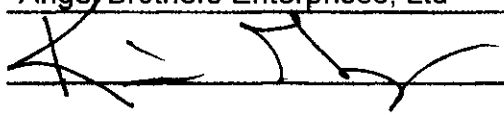
1	0467	SET (TY I)(S= 3 FT)(HW= 3 FT)(3 1)(C)	EA	+1	Seventy five hundred Dollars and Zero Cents	7500.00	7500.00
2	0468	SET (TY II)(15 IN)(RCP)(4 1)(C)	EA	+12	Eight hundred Dollars and Zero Cents	800.00	9600.00
3	0468	SET (TY II)(18 IN)(RCP)(4 1)(C)	EA	+39	Eight hundred Dollars and Zero Cents	800.00	31200.00
4	0468	SET (TY II)(24 IN)(RCP)(4 1)(C)	EA	+44	Nine hundred fifty Dollars and Zero Cents	950.00	41800.00
5	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	-2	One thousand Dollars and Zero Cents	1000.00	(2000.00)
6	0468	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	+6	One thousand Dollars and Zero Cents	1000.00	6000.00
SUB-TOTAL ALTERNATIVE #3					Ninety four thousand one hundred Dollars and Zero Cents		94100.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #4 - ~~REPLACE THE SALVAGING~~, HAULING, AND STOCKPILING OF ASPHALT PAVEMENT WITH PLANING AND TEXTURING THE PAVEMENT							
1	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH) DELETED	SY	-39,843	_____ Dollars and _____ Cents		
1	0354	PLANE ASPH CONC PAV (0" TO 4-1/4") PER ADDENDUM 4	SY	+39843	_____ Dollars and _____ Cents		

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	Angel Brothers Enterprises, Ltd
SIGNATURE	
PRINT NAME	Kevin Guy
TITLE	Vice President
ADDRESS	5210 West Road
CITY, STATE	Baytown, Texas
ZIP	77521
TELEPHONE	281 421 5721
FAX NO	281 421 5796
DATE	December 13, 2011
TAX I.D. No	74-1710671

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.

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
1	0100	PREPARING ROW	LS	1	One Hundred Ten Thousand Dollars and — Cents	110,000.00	110,000 00
2	0104	REMOVING CONC (RIPRAP)	SY	4	Ten Dollars and — Cents	10 00	40 00
3	0104	REMOVING CONC (SIDEWALKS)	SY	1,026	Four Dollars and — Cents	4.00	4,104.00
4	0104	REMOVING CONC (DRIVEWAYS)	SY	2 113	Four Dollars and — Cents	4 00	8,452 00
5	0104	REMOVING CONC (CURB AND GUTTER)	LF	3 217	Three Dollars and — Cents	3 00	9,651 00
6	0104	REMOVE CONC (GUTTER)	LF	98	Three Dollars and — Cents	3 00	294 00
7	0104	REMOVING CONC (WHEELCHAIR RAMP)	SY	41	Three Dollars and — Cents	3 00	123 00
8	0104	REMOVING CONC (FLUME)	SY	3	Twenty Dollars and — Cents	20 00	60 00
9	0110	EXCAVATION (ROADWAY)	CY	11,728	Forteen Dollars and — Cents	14.00	164,192.00
10	0132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	15 714	Sixteen Dollars and Seventy Cents	16.70	262,423 80
11	0164	BROADCAST SEED (PERM) (RURAL) (SANDY)	SY	55,209	— Dollars and Fifteen Cents	0 15	8,281.35
12	0168	VEGETATIVE WATERING	MG	2,556	Ten Dollars and — Cents	10 00	25,560 00
13	0265	LFA TREAT SUBGRADE (8")	SY	65,149	Five Dollars and Thirty-Five Cents	5.35	348,547 15

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price in Word	Unit Price ($)	Total Amount ($)
14	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	39,843	One Dollars and Eighty Cents	1 80	71,777.40
15	0360	CONC PVMT (CONT REINF-CRCP)(8")	SY	59,927	Forty Four Dollars and Seventy-Five Cents	44.75	2,681,733.25
16	0400	SAND BACKFILL	CY	127	Twenty-Five Dollars and — Cents	25 00	3,175.00
17	0479	ADJ MANHS	EA	21	Three Hundred Twenty-Five Dollars and — Cents	325 00	6,825 00
18	0496	REMOV STR (INLET)	EA	25	Two Hundred Seventy-Five Dollars and — Cents	275 00	6,875 00
19	0496	REMOV STR (MANHOLE)	EA	3	Two Hundred Seventy-Five Dollars and — Cents	275 00	825 00
20	0496	REMOV STR (SET)	EA	5	Four Hundred Dollars and — Cents	400 00	2,000 00
21	0496	REMOV STR (WINGWALL)	EA	2	Three Hundred Dollars and — Cents	300 00	600.00
22	0496	REMOV STR (HEADWALL)	EA	8	Three Hundred Dollars and — Cents	300 00	2,400 00
23	0496	REMOV STR (PIPE)	LF	4 890	Ten Dollars and — Cents	10.00	48,900 00
24	0500	MOBILIZATION	LS	1	Fifty Two Thousand Dollars and — Cents	52,000 00	52,000 00
25	0529	CONC CURB (TY II)	LF	5,615	Two Dollars and Fifteen Cents	2.15	12,072.25
26	0530	DRIVEWAYS AND TURNOUTS (CONC)(6")	SY	3 802	~~Two Hundred~~ Fifty Three Dollars and Fifty Cents	53 50	203,407.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
27	0531	CURB RAMPS (TY 7)	EA	8	Nine Hundred Fifty Dollars and — Cents	950.00	7,600.00
28	0531	CURB RAMPS (TY 9)	EA	10	Nine Hundred Fifty Dollars and — Cents	950.00	9,500.00
29	0531	CURB RAMPS (TY 10)	EA	1	Nine Hundred Fifty Dollars and — Cents	950.00	950.00
30	0531	CONC SIDEWALKS (4")	SY	2 226	Thirty Six Dollars and Fifty Cents	36.50	81,249.00
31	0560	MAILBOX INSTALLATION (SINGLE)	EA	13	Two Hundred Thirty Dollars and — Cents	230.00	2,990.00
32	0560	MAILBOX INSTALLATION (MULTIPLE)	EA	1	Four Hundred Forty Dollars and — Cents	440.00	440.00
33	0506	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	250	Thirty Three Dollars and — Cents	33.00	8,250.00
34	0506	ROCK FILTER DAMS (REMOVE)	LF	250	Five Dollars and — Cents	5.00	1,250.00
35	0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	15,264	One Dollars and Ten Cents	1.10	16,790.40
SUB-TOTAL PAVING					Four Million One Hundred Sixty Three Thousand Two Hundred Seventy Seven Dollars and Sixty Cents		4,163,277.60
36	0644	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	44	Three Hundred Thirty Five Dollars and — Cents	335.00	14,740.00
37	0644	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	32	Three Hundred Twenty Dollars and — Cents	320.00	10,240.00
38	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	22 277	One Dollars and — Cents	1.00	22,277.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
39	0666	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	801	Three Dollars and Thirty Cents	3 30	2,643 30
40	0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	536	Six Dollars and Twenty Five Cents	6 25	3,350 00
41	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	47	One Hundred Thirty Dollars and — Cents	130 00	6,110 00
42	0666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	7	One Hundred Forty Five Dollars and — Cents	145 00	1,015 00
43	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	3 765	— Dollars and Fifty Cents	0 50	1,882 50
44	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	19 164	— Dollars and Fifty Cents	0 50	9,582 00
45	0666	REF PAV MRK TY II (RED)(NO PARK LANE)	LF	449	Three Dollars and Ninety Cents	3 90	1,751 10
46	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	15	One Hundred Ninety Dollars and — Cents	190 00	2,850 00
47	0666	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	15	One Hundred Forty Five Dollars and — Cents	145 00	2,175 00
48	0672	REFL PAV MRKR TY II-A-A	EA	426	Four Dollars and Twenty Cents	4 20	1,789 20
49	0672	REFL PAV MRKR TY II-C-R	EA	110	Four Dollars and Twenty Cents	4 20	462 00
SUB-TOTAL SIGN AND PAVEMENT MARKINGS					Eighty Thousand Eight Hundred Sixty Seven Dollars and Ten Cents		80,867 10
50	0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	14	Eighteen Hundred Dollars and — Cents	1,800 00	25,200 00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
51	0508	CONSTRUCTING DETOURS	SY	1,991	Forty Two Dollars and — Cents	42.00	83,622.00
52	0662	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	6 068	— Dollars and Seventy Cents	0.70	4,247.60
53	0662	WK ZN PV MK NON-REM (Y) (4")SLD W/MRKR	LF	1 244	— Dollars and Fifty Cents	0.50	622.00
54	0677	ELIM EXT PAV MRK & MRKS (ALL SIZES)	LF	4 337	— Dollars and Forty Cents	0.40	1,734.80
SUB-TOTAL TRAFFIC CONTROL					One Hundred Fifteen Thousand Four Hundred Twenty Six Dollars and Forty Cents		115,426.40
55	0420	CL A CONC(COLLAR)	EA	4	Four Hundred Dollars and — Cents	400.00	1,600.00
56	0432	RIPRAP (CONC)(6 IN)	CY	90	Four Hundred Eighty Five Dollars and — Cents	485.00	43,650.00
57	0462	PRECAST-REINFORCED CONCRETE BOX CULVERTS (3'x3')	LF	86	One Hundred Forty Three Dollars and — Cents	143.00	12,298.00
58	0464	STORM DRAINAGE PIPE (15" REINFORCED CONCRETE PIPE CLASS III)	LF	260	Thirty Eight Dollars and — Cents	38.00	9,880.00
59	0464	STORM DRAINAGE PIPE (18" REINFORCED CONCRETE PIPE, CLASS III)	LF	2 188	Forty - One Dollars and — Cents	41.00	89,708.00
60	0464	STORM DRAINAGE PIPE (24" REINFORCED CONCRETE PIPE, CLASS III)	LF	2 902	Forty Eight Dollars and — Cents	48.00	139,296.00
61	0464	STORM DRAINAGE PIPE (30" REINFORCED CONCRETE PIPE, CLASS III)	LF	774	Seventy Seven Dollars and — Cents	77.00	59,598.00
62	0464	STORM DRAINAGE PIPE (36" REINFORCED CONCRETE PIPE CLASS III)	LF	543	Ninety Four Dollars and — Cents	94.00	51,042.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
63	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET (COMPL) (TYPE "C")	EA	16	Eighteen Hundred Dollars and — Cents	1,800.00	28,800.00
64	0465	INLET (COMPL)(TY H)(2 5 X 2 5')	EA	2	Fifteen Hundreed Dollars and — Cents	1,500.00	3,000.00
65	0465	MANH (COMPL)(TY M)(3' X 3')	EA	8	Seventeen Hundred Dollars and — Cents	1,700.00	13,600.00
66	0465	MANH (COMPL)(TY M)(4' X 4')	EA	6	Eighteen Hundred Fifty Dollars and — Cents	1,850.00	11,100.00
67	0465	MANH (COMPL)(TY M)(5' X 5')	EA	2	Twenty Eight Hundred Dollars and — Cents	2,800.00	5,600.00
68	0465	MANH (COMPL)(TY M)(6' X 6)	EA	1	Four Thousand Dollars and — Cents	4,000.00	4,000.00
69	0465	MANH (COMPL)(TY M)(6' X 3')	EA	1	Two Thousand Fifty Dollars and — Cents	2,050.00	2,050.00
70	0465	MANH (COMPL)(TY M)(6' X 4')	EA	1	Twenty One Hundred Dollars and — Cents	2,100.00	2,100.00
71	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET EXTENSION FOR (TYPE "C ')	EA	3	Five Hundred Dollars and — Cents	500.00	1,500.00
72	0466	WINGWALL (PW) (HW=6 FT)	EA ~~SF~~	1	Fifty Six Hundred Dollars and — Cents	5,600.00	5,600.00
73	0466	HEADWALL (CH-PW-0)(DIA=24 IN)	EA	1	Twenty Five Hundred Dollars and — Cents	2,500.00	2,500.00
74	0466	HEADWALL (CH-PW-0)(DIA=24 IN)(MOD)	EA	1	Forty Nine Hundred Dollars and — Cents	4,900.00	4,900.00
75	0467	SET (TY II)(18 IN)(RCP)(3 1)(C)	EA	26	Five Hundred Fifty Dollars and — Cents	550.00	14,300.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
76	0467	SET (TY II)(24 IN)(RCP)(3 1)(C)	EA	5	Seven Hundred Dollars and — Cents	700.00	3,500.00
77	0467	SET (TY II)(36 IN)(RCP)(3 1)(C)	EA	8	Twelve Hundred Dollars and — Cents	1,200.00	9,600.00
78	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	2	One Thousand Dollars and — Cents	1,000.00	2,000.00
SUB-TOTAL DRAINAGE					Five Hundred Twenty One Thousand Two Hundred Twenty Two Dollars and — Cents		521,222.00
79	01025	4" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	67	Thirty Five Dollars and — Cents	35.00	2,345.00
80	01025	6" PVC (AWWA C900) Class 150, DR-18 water line by open cut or auger construction all depths including fittings and restraints, complete in place	LF	166	Forty One Dollars and — Cents	41.00	6,806.00
81	01025	8" PVC (AWWA C900) Class 150, DR-18 water line by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	8,258	Thirty Seven Dollars and — Cents	37.00	305,546.00
82	01025	10" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints complete in place	LF	132	Sixty Five Dollars and — Cents	65.00	8,580.00
83	01025	12" PVC (AWWA C900) Class 150, DR-18 water line by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	408	Sixty Seven Dollars and — Cents	67.00	27,336.00
84	01025	Bore and jack 16-inch steel casing pipe including water line, fittings restraints spacers and end seals, complete in place	LF	40	One Hundred Thirty Eight Dollars and — Cents	138.00	5,520.00
85	01025	Bore and jack 20-inch steel casing pipe including water line, fittings, restraints, spacers and end seals, complete in place	LF	20	One Hundred Sixty Five Dollars and — Cents	165.00	3,300.00
86	01026	Bore and jack 30-inch steel casing pipe including water line fittings, restraints spacers and end seals, complete in place	LF	100	Two Hundred Seventy Four Dollars and — Cents	274.00	27,400.00
87	01025	6-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes complete in place	EA	5	Eight Hundred Dollars and — Cents	800.00	4,000.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
88	01025	8-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes complete in place	EA	41	Eleven Hundred Dollars and — Cents	1,100.00	45,100.00
89	01025	10-inch Gate valves, AWWA C509 mechanical joint resilient wedge NRS open counter clockwise with valve boxes, complete in place	EA	4	Seventeen Hundred Seventy Dollars and — Cents	1,770.00	7,080.00
90	01025	12-inch Gate valves, AWWA C509, mechanical joint, resilient wedge NRS open counter clockwise with valve boxes complete in place	EA	7	Twenty One Hundred Dollars and — Cents	2,100.00	14,700.00
91	01025	20-inch Butterfly Valve, AWWA C-504 "Rubber-Seated Butterfly Valves' Class 150B	EA	7	Six Thousand Dollars and — Cents	6,000.00	42,000.00
92	01025	Fire hydrant assembly AWWA C502 mechanical joint inlet, including 6" gate valve and lead pipe, complete in place	EA	12	Thirty Eight Hundred Dollars and — Cents	3,800.00	45,600.00
93	01025	Remove and salvage existing fire hydrant and valve including delivering removed hydrant and valve to the City's storage yard complete in place	EA	12	Eight Hundred Dollars and — Cents	800.00	9,600.00
94	01025	4" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	1	Three Thousand Dollars and — Cents	3,000.00	3,000.00
95	01025	6" tapping sleeve and valve assembly including coupling and appurtenances as necessary, complete in place	EA	1	Thirty Seven Hundred Dollars and — Cents	3,700.00	3,700.00
96	01025	8" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	7	Thirty Nine Hundred Dollars and — Cents	3,900.00	3,900.00
97	01025	12" tapping sleeve and valve assembly including coupling and appurtenances as necessary, complete in place	EA	1	Sixty Five Hundred Dollars and — Cents	6,500.00	6,500.00
98	01025	6" wet connection, including coupling and appurtenances as necessary, complete in place	EA	12	Six Hundred Dollars and — Cents	600.00	7,200.00
99	01025	8" wet connection, including coupling and appurtenances as necessary complete in place	EA	7	Seven Hundred Fifty Dollars and — Cents	750.00	5,250.00
100	01025	10" wet connection, including coupling and appurtenances as necessary complete in place	EA	3	One Thousand Fifty Dollars and — Cents	1,050.00	3,150.00
101	01025	12" wet connection, including coupling and appurtenances as necessary complete in place	EA	1	Twelve Hundred Dollars and — Cents	1,200.00	1,200.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
102	01025	20" wet connection, including coupling and appurtenances as necessary, complete in place	EA	9	Twenty Eight Hundred Dollars and — Cents	2,800.00	25,200.00
103	01025	1-1/4" to 2" single short side service reconnection complete in place	EA	24	Seven Hundred Dollars and — Cents	700.00	16,800.00
104	01025	1-1/4" to 2" single long side service reconnection, complete in place	EA	4	Eleven Hundred Dollars and — Cents	1,100.00	4,400.00
105	01025	Cut plug and abandon existing 6" water line complete in place	EA	10	Three Hundred Fifty Dollars and — Cents	350.00	3,500.00
106	01025	Cut plug and abandon existing 8" water line, complete in place	EA	6	Four Hundred Twenty Five Dollars and — Cents	425.00	2,550.00
107	01025	Cut plug and abandon existing 10" water line, complete in place	EA	3	Six Hundred Seventy Five Dollars and — Cents	675.00	2,025.00
108	01025	Cut, plug and abandon existing 12" water line, complete in place	EA	1	Nine Hundred Twenty Five Dollars and — Cents	925.00	925.00
109	01025	Cut, plug and abandon existing 20" water line, complete in place	EA	5	Nineteen Hundred Fifty Dollars and — Cents	1,950.00	9,750.00
110	01025	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place	LF	12 284	Two Dollars and — Cents	2.00	24,568.00
111	01025	Water meter, 2"	EA	1	Twelve Hundred Dollars and — Cents	1,200.00	1,200.00
112	01025	20" HDPE (AWWA C906) DR-11 water line, by open cut or auger construction all depths, including fittings and restraints, complete in place	LF	3 297	One Hundred Forty Dollars and — Cents	140.00	461,580.00
113	01025	1 Air Release Valves	EA	1	Thirteen Hundred Fifty Dollars and — Cents	1,350.00	1,350.00
114	01025	2' Air Release Valves	EA	4	Three Thousand Fifty Dollars and — Cents	3,050.00	12,200.00
SUB-TOTAL WATER LINE					One Million One Hundred Seventy Eight Thousand Two Hundred Sixty one Dollars and — Cents		1,178,261.00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
115	SAWS 848	10" PVC Sanitary Sewer Line (6'-10')	LF	40	Eighty Five Dollars and — Cents	85.00	3,400.00
116	SAWS 848	12" PVC Sanitary Sewer Line (6'-10')	LF	323	Sixty Dollars and — Cents	60.00	19,380.00
117	SAWS 852.1	Sanitary Sewer Manhole	EA	3	Twenty Five Hundred Fifty Dollars and — Cents	2,550.00	7,650.00
118	SAWS 855	Connect to Existing MH	EA	1	Sixteen Hundreal Dollars and — Cents	1,600.00	1,600.00
119	SAWS 862	Remove Existing Sanitary Sewer Main	LF	340	Six Dollars and — Cents	6.00	2,040.00
SUB-TOTAL WASTEWATER					Thirty Four Thousand Seventy Dollars and — Cents		34,070.00
TOTAL BASE BID					Six Million Ninety Three Thousand One Hundred Twenty Four Dollars and Ten Cents		~~6,041,~~ 6,093,124.10

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

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No.	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #1 - THE ADDITION OF 4" TOPSOIL WHERE INDICATED ON PLANS AT THE DISCRETION OF THE COUNTY.							
1	0160	FURNISHING AND PLACING TOPSOIL (4")	SY	55,209	Four Dollars and Fifty Five Cents	4.55	251,200.95
SUB-TOTAL ALTERNATIVE #1					Two Hundred Fifty One Thousand Two Hundred Dollars and Ninety Five Cents		251,200.95

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #2 - IN THE EVENT CONSTRUCTION IS COMPLETED WEST OF COVE VIEW BLVD, REPLACE THE ORIGINAL BID ITEMS WITH THE FOLLOWING PAVEMENT DELINEAION ITEMS AS PER SHEET C7.01.							
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	0	Dollars and Cents		
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	+346	Dollars and Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	-22,277	Dollars and Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	+19,258	Dollars and Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	-47	Dollars and Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	+48	Dollars and Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	-3,765	Dollars and Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	+4,137	Dollars and Cents		

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	-19,164	_____ Dollars and _____ Cents		
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	+19,132	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	-426	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	+461	_____ Dollars and _____ Cents		
SUB-TOTAL ALTERNATIVE #2					_____ Dollars and _____ Cents		

ALTERNATE #3 - THE ADDITION OF SETs AS PER THE PLANS IN SECTION 6

1	0467	SET (TY I)(S= 3 FT)(HW= 3 FT)(3 1)(C)	EA	+1	Two Thousand Seven Hundred Fifty Dollars and — Cents	2,750^00	2,750^00
2	0468	SET (TY II)(15 IN)(RCP)(4 1)(C)	EA	+12	Four Hundred Seventy Five Dollars and — Cents	475^00	5,700^00
3	0468	SET (TY II)(18 IN)(RCP)(4 1)(C)	EA	+39	Five Hundred Twenty Five Dollars and — Cents	525^00	20,475^00
4	0468	SET (TY II)(24 IN)(RCP)(4 1)(C)	EA	+44	Seven Hundred Twenty Five Dollars and — Cents	725^00	31,900^00
5	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	-2	One Thousand Dollars and — Cents	1,000^00	-2,000^00
6	0468	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	+6	One Thousand Dollars and — Cents	1,000^00	6,000^00
SUB-TOTAL ALTERNATIVE #3					Sixty Four Thousand Eight Hundred Twenty Five Dollars and — Cents		64,825^00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #4 - REPLACE THE SALVAGING, HAULING, AND STOCKPILING OF ASPHALT PAVEMENT WITH PLANING AND TEXTURING THE PAVEMENT							
1	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	39,843	_____ Dollars and _____ Cents		
1	0354	PLANE ASPH CONC PAV (0" TO 4-1/4")	SY	+39843	_____ Dollars and _____ Cents		

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $ 3,171,378.00

The cost of labor, profit, materials not in-place and all other charges $ 2,921,746.10

TOTAL. (Must agree with bid) $ 6,093,124.10

COPY

BID NUMBER B121012

BID PROPOSAL

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

Stewart Road Paving, Drainage, Water And Wastewater Improvement Project

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.

In submitting this BID, BIDDER represents and warrants, as more fully set forth in the Agreement, that the BIDDER has examined and carefully studied the Bidding Documents and Addenda BIDDER hereby acknowledges receipt of the following Addenda. (List Addenda by Addendum Number and Date).

Addendum No. 1 : Dated: 12-8
Addendum No. 2 Dated: 12-9
Addendum No 3 Dated. 12-9
AddendumNo. 4 Dated 12-12
Addendum No: 5 Dated 12-19

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	SQR Construction Partners LLC
SIGNATURE	
PRINT NAME	Rosbel E. Ramos
TITLE	President
ADDRESS	3636 Pasadena Blvd
CITY, STATE	Pasadena Tx 77503
ZIP	77503
TELEPHONE	713-473-7900
FAX NO	713-473-7919
DATE	12/20/2011
TAX I.D No	91-2098600

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.

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
1	0100	PREPARING ROW	LS	1	TEN thousand Dollars and NO Cents	10,000 00	10,000 00
2	0104	REMOVING CONC (RIPRAP)	SY	4	TEN Dollars and NO Cents	10 00	40 00
3	0104	REMOVING CONC (SIDEWALKS)	SY	1,026	FIVE Dollars and NO Cents	5 00	5130 00
4	0104	REMOVING CONC (DRIVEWAYS)	SY	2 113	FIVE Dollars and NO Cents	5 00	10,665 00
5	0104	REMOVING CONC (CURB AND GUTTER)	LF	3 217	one Dollars and NO Cents	1 00	3217 00
6	0104	REMOVE CONC (GUTTER)	LF	98	one Dollars and NO Cents	1 00	98 00
7	0104	REMOVING CONC (WHEELCHAIR RAMP)	SY	41	FIVE Dollars and NO Cents	5 00	205 00
8	0104	REMOVING CONC (FLUME)	SY	3	FIVE Dollars and NO Cents	5 00	15 00
9	0110	EXCAVATION (ROADWAY)	CY	11 728	three Dollars and seventy Cents	3 70	43,393 60
10	0132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	15 714	three Dollars and seventy Cents	3 70	58,141 80
11	0164	BROADCAST SEED (PERM) (RURAL) (SANDY)	SY	55 209	NO Dollars and twenty Cents	0 20	11,041 80
12	0168	VEGETATIVE WATERING	MG	2,556	Twenty-three Dollars and NO Cents	23 00	58,788 00
13	0265	LFA TREAT SUBGRADE (8")	SY	65,149	FIVE Dollars and seventy Cents	5 70	371,349 30

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
14	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	39 843	TWO Dollars and FORTY Cents	2.40	95,623.20
15	0360	CONC PVMT (CONT REINF CRCP)(8")	SY	59 927	FORTY-four Dollars and NO Cents	44.00	2,636,788.00
16	0400	SAND BACKFILL	CY	127	FIFTEEN Dollars and NO Cents	15.00	1,905.00
17	0479	ADJ MANHS	EA	21	TWO-Hundred Dollars and NO Cents	200.00	4,200.00
18	0496	REMOV STR (INLET)	EA	25	TWO-HUNDRED-FORTY Dollars and NO Cents	240.00	6,000.00
19	0496	REMOV STR (MANHOLE)	EA	3	TWO-HUNDRED-FORTY Dollars and NO Cents	240.00	720.00
20	0496	REMOV STR (SET)	EA	5	TWO-Hundred Dollars and NO Cents	200.00	1,000.00
21	0496	REMOV STR (WINGWALL)	EA	2	TWO-HUNDRED-FIFTY Dollars and NO Cents	250.00	500.00
22	0496	REMOV STR (HEADWALL)	EA	8	TWO-HUNDRED-FIFTY Dollars and NO Cents	250.00	2,000.00
23	0496	REMOV STR (PIPE)	LF	4 890	TWELVE Dollars and NO Cents	12.00	58,680.00
24	0500	MOBILIZATION	LS	1	TWO-Hundred thousand Dollars and NO Cents	200,000.00	200,000.00
25	0529	CONC CURB (TY II)	LF	5 615	TWO Dollars and FORTY Cents	2.40	13,476.00
26	0530	DRIVEWAYS AND TURNOUTS (CONC)(6")	SY	3 802	thirty-SEVEN Dollars and FIFTY Cents	37.50	142,575.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
27	0531	CURB RAMPS (TY 7)	EA	8	Seven-Hundred Dollars and NO Cents	700.00	5,600.00
28	0531	CURB RAMPS (TY 9)	EA	10	Eight-Hundred Dollars and NO Cents	800.00	8,000.00
29	0531	CURB RAMPS (TY 10)	EA	1	NINE-HUNDRED Dollars and NO Cents	900.00	900.00
30	0531	CONC SIDEWALKS (4")	SY	2 226	Thirty-four Dollars and NO Cents	34.00	75,684.00
31	0560	MAILBOX INSTALLATION (SINGLE)	EA	13	Eight-Hundred Dollars and NO Cents	800.00	10,400.00
32	0560	MAILBOX INSTALLATION (MULTIPLE)	EA	1	Eleven-Hundred Dollars and NO Cents	1,100.00	1,100.00
33	0506	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	250	Thirteen Dollars and NO Cents	13.00	3,250.00
34	0506	ROCK FILTER DAMS (REMOVE)	LF	250	Eight Dollars and NO Cents	8.00	2000.00
35	0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	15,264	one Dollars and NO Cents	1.00	15,264.00
SUB-TOTAL PAVING					Dollars and Cents		3857,749.70
36	0644	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	44	Three-Hundred-Thirty Dollars and NO Cents	330.00	14,520.00
37	0644	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	32	Three-Hundred-Thirty Dollars and NO Cents	330.00	10,560.00
38	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	22 277	one Dollars and NO Cents	1.00	22,277.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
39	0666	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	801	Three Dollars and Forty Cents	3.40	2723.40
40	0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	536	Six Dollars and NO Cents	6.00	3216.00
41	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	47	one Hundred-thirty-five Dollars and NO Cents	135.00	6345.00
42	0666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	7	one Hundred-forty-five Dollars and NO Cents	145.00	1015.00
43	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	3 765	NO Dollars and FIFTY Cents	0.50	1882.50
44	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	19,164	NO Dollars and FIFTY Cents	0.50	9582.00
45	0666	REF PAV MRK TY II (RED)(NO PARK LANE)	LF	449	FOUR Dollars and NO Cents	4.00	1796.00
46	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	15	one Hundred-ninety Dollars and NO Cents	190.00	2850.00
47	0666	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	15	one Hundred-fifty Dollars and NO Cents	150.00	2250.00
48	0672	REFL PAV MRKR TY II-A-A	EA	426	four Dollars and thirty Cents	4.30	1831.80
49	0672	REFL PAV MRKR TY II-C-R	EA	110	FOUR Dollars and thirty Cents	4.30	473.00
SUB-TOTAL SIGN AND PAVEMENT MARKINGS					Dollars and Cents		81,321.70
50	0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	14	eleven thousand Dollars and NO Cents	11,000.00	154,000.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
51	0508	CONSTRUCTING DETOURS	SY	1 991	Forty-five Dollars and no Cents	45.00	89,595.00
52	0662	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	6,068	no Dollars and seventy Cents	0.70	4,247.00
53	0662	WK ZN PV MK NON-REM (Y) (4")SLD W/MRKR	LF	1 244	no Dollars and seventy Cents	0.70	870.80
54	0677	ELIM EXT PAV MRK & MRKS (ALL SIZES)	LF	4,337	no Dollars and Fifty Cents	0.50	2,168.50
SUB-TOTAL TRAFFIC CONTROL					Dollars and Cents		250,881.96
55	0420	CL A CONC(COLLAR)	EA	4	Five-Hundred Dollars and no Cents	500.00	2,000.00
56	0432	RIPRAP (CONC)(6 IN)	CY	90	three-Hundred Dollars and no Cents	300.00	27,000.00
57	0462	PRECAST-REINFORCED CONCRETE BOX CULVERTS (3'x3')	LF	86	one Hundred-sixty-seven Dollars and no Cents	167.00	14,362.00
58	0464	STORM DRAINAGE PIPE (15" REINFORCED CONCRETE PIPE, CLASS III)	LF	260	Fifty-nine Dollars and no Cents	~~59.00~~ ~~76.00~~ RR	~~RR~~ ~~19,760.00~~ 15340.00 RR
59	0464	STORM DRAINAGE PIPE (18" REINFORCED CONCRETE PIPE CLASS III)	LF	2,188	Sixty Dollars and no Cents	60.00	131,280.00
60	0464	STORM DRAINAGE PIPE (24" REINFORCED CONCRETE PIPE, CLASS III)	LF	2 902	seventy-four Dollars and no Cents	74.00	214,748.00
61	0464	STORM DRAINAGE PIPE (30" REINFORCED CONCRETE PIPE, CLASS III)	LF	774	Eighty Dollars and no Cents	80.00	61,920.00
62	0464	STORM DRAINAGE PIPE (36" REINFORCED CONCRETE PIPE, CLASS III)	LF	543	ninety-five Dollars and no Cents	95.00	51,585.00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
63	0465	PRE CAST-REINFORCED CONCRETE CURB INLET (COMPL) (TYPE "C")	EA	16	two-thousand Dollars and no Cents	2,000.00	32,000.00
64	0465	INLET (COMPL)(TY H)(2 5' X 2 5')	EA	2	seventeen-Hundred Dollars and no Cents	1,700.00	3,400.00
65	0465	MANH (COMPL)(TY M)(3' X 3')	EA	8	sixteen-Hundred Dollars and no Cents	1,600.00	12,800.00
66	0465	MANH (COMPL)(TY M)(4' X 4')	EA	6	two-thousand two Hundred Dollars and no Cents	2,200.00	13,200.00
67	0465	MANH (COMPL)(TY M)(5 X 5')	EA	2	three-thousand Dollars and no Cents	3,000.00	6,000.00
68	0465	MANH (COMPL)(TY M)(6' X 6')	EA	1	three thousand-eight Hundred Dollars and no Cents	3,800.00	3,800.00
69	0465	MANH (COMPL)(TY M)(6' X 3')	EA	1	two thousand-seven Hundred Dollars and no Cents	2,700.00	2,700.00
70	0465	MANH (COMPL)(TY M)(6 X 4')	EA	1	three thousand Dollars and no Cents	3,000.00	3,000.00
71	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET EXTENSION FOR (TYPE "C")	EA	3	one thousand Dollars and no Cents	1,000.00	3,000.00
72	0466	WINGWALL (PW) (HW=6 FT)	SF	1	five thousand-six hundred Dollars and no Cents	5,600.00	5,600.00
73	0466	HEADWALL (CH-PW-0)(DIA=24 IN)	EA	1	sixteen-Hundred Dollars and no Cents	1,600.00	1,600.00
74	0466	HEADWALL (CH-PW-0)(DIA=24 IN)(MOD)	EA	1	two-thousand two Hundred Dollars and no Cents	2,200.00	2,200.00
75	0467	SET (TY II)(18 IN)(RCP)(3 1)(C)	EA	26	twelve-Hundred Dollars and no Cents	1,200.00	31,200.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
76	0467	SET (TY II)(24 IN)(RCP)(3 1)(C)	EA	5	Thirteen Hundred Dollars and no Cents	1,300.00	6,500.00
77	0467	SET (TY II)(36 IN)(RCP)(3 1)(C)	EA	8	two thousand-six hundred Dollars and no Cents	2600.00	20,800.00
78	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	2	Sixteen-Hundred Dollars and no Cents	1,600.00	3,200.00
SUB-TOTAL DRAINAGE					Dollars and Cents		669,235.00
79	01025	4" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction all depths, including fittings and restraints, complete in place	LF	67	Fifty-one Dollars and no Cents	51.00	3417.00
80	01025	6" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	166	Fifty-seven Dollars and no Cents	57.00	9462.00
81	01025	8" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	8 258	Sixty Dollars and no Cents	60.00	495,480.00
82	01025	10" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	132	Eighty Dollars and no Cents	80.00	10,560.00
83	01025	12" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	408	Eighty-one Dollars and no Cents	81.00	33,048.00
84	01025	Bore and jack 16-inch steel casing pipe including water line fittings, restraints, spacers and end seals, complete in place	LF	40	two-Hundred Dollars and no Cents	200.00	8000.00
85	01025	Bore and jack 20-inch steel casing pipe including water line, fittings, restraints spacers and end seals, complete in place	LF	20	two-Hundred-forty Dollars and no Cents	240.00	4800.00
86	01026	Bore and jack 30-inch steel casing pipe including water line fittings, restraints, spacers and end seals, complete in place	LF	100	three hundred-twenty Dollars and no Cents	320.00	32,000.00
87	01025	6-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	5	Eight-hundred-Sixty Dollars and no Cents	860.00	4,300.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price in Word	Unit Price ($)	Total Amount ($)
88	01025	8-inch Gate valves, AWWA C509, mechanical joint, resilient wedge NRS open counter clockwise with valve boxes, complete in place	EA	41	Twelve Hundred Dollars and no Cents	1,200.00	49,200.00
89	01025	10-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	4	Seventeen Hundred Dollars and no Cents	1,700.00	6,800.00
90	01025	12-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	7	two thousand - two Hundred Dollars and no Cents	2,200.00	15,400.00
91	01025	20-inch Butterfly Valve, AWWA C-504, "Rubber-Seated Butterfly Valves", Class 150B	EA	7	Six-thousand-eight hundred Dollars and no Cents	6,800.00	47,600.00
92	01025	Fire hydrant assembly, AWWA C502, mechanical joint inlet including 6" gate valve and lead pipe, complete in place	EA	12	four thousand Dollars and no Cents	4,000.00	48,000.00
93	01025	Remove and salvage existing fire hydrant and valve, including delivering removed hydrant and valve to the City's storage yard, complete in place	EA	12	two-Hundred-forty Dollars and no Cents	240.00	2880.00
94	01025	4" tapping sleeve and valve assembly including coupling and appurtenances as necessary, complete in place	EA	1	two-thousand-eight hundred Dollars and no Cents	2,800.00	2,800.00
95	01025	6" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	1	three thousand-one Hundred Dollars and no Cents	3,100.00	3,100.00
96	01025	8" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	7	three thousand-one Hundred Dollars and no Cents	3,100.00	21,700.00
97	01025	12" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	1	six-thousand Dollars and no Cents	6,000.00	6,000.00
98	01025	6" wet connection including coupling and appurtenances as necessary, complete in place	EA	12	one thousand Dollars and no Cents	1,000.00	12,000.00
99	01025	8" wet connection, including coupling and appurtenances as necessary, complete in place	EA	7	nine Hundred Dollars and no Cents	900.00	6,300.00
100	01025	10" wet connection, including coupling and appurtenances as necessary complete in place	EA	3	twelve Hundred Dollars and no Cents	1,200.00	3,600.00
101	01025	12" wet connection, including coupling and appurtenances as necessary complete in place	EA	1	thirteen Hundred Dollars and no Cents	1,300.00	1,300.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
102	01025	20" wet connection, including coupling and appurtenances as necessary, complete in place	EA	9	Two-thousand-nine Hundred Dollars and no Cents	2900 cc	26,100 cc
103	01025	1-1/4" to 2" single short side service reconnection, complete in place	EA	24	Six-hundred-seventy Dollars and no Cents	670 cc	16,080 cc
104	01025	1-1/4" to 2" single long side service reconnection, complete in place	EA	4	twelve Hundred Dollars and no Cents	1,200 cc	4800 cc
105	01025	Cut, plug and abandon existing 6" water line, complete in place	EA	10	four Hundred Dollars and no Cents	400 cc	4,000 cc
106	01025	Cut plug and abandon existing 8" water line, complete in place	EA	6	FIVE Hundred Dollars and no Cents	500 cc	3,000 cc
107	01025	Cut, plug and abandon existing 10" water line, complete in place	EA	3	Six-Hundred Dollars and no Cents	600 cc	1800 cc
108	01025	Cut, plug and abandon existing 12" water line, complete in place	EA	1	seven-Hundred Dollars and no Cents	700 cc	700 cc
109	01025	Cut, plug and abandon existing 20" water line, complete in place	EA	5	thirteen Hundred Dollars and no Cents	1,300 cc	6,500 cc
110	01025	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place	LF	12,284	no Dollars and TEN Cents	0.10 ¢	1228 ¢
111	01025	Water meter, 2"	EA	1	fourteen Hundred Dollars and no Cents	1,400 cc	1,400 cc
112	01025	20" HDPE (AWWA C906) DR-11 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	3 297	one Hundred-twenty-eight Dollars and no Cents	128 cc	422,016 cc
113	01025	1" Air Release Valves	EA	1	fourteen-Hundred Dollars and no Cents	1,400 cc	1,400 cc
114	01025	2" Air Release Valves	EA	4	three thousand Dollars and no Cents	3000 cc	12,000 cc
SUB-TOTAL WATER LINE					Dollars and Cents		1328,771 ¢

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
115	SAWS 848	10" PVC Sanitary Sewer Line (6'-10')	LF	40	Ninety Dollars and Sixty Cents	90.60	3,624.00
116	SAWS 848	12" PVC Sanitary Sewer Line (6'-10')	LF	323	Ninety-three Dollars and Fifty Cents	93.50	30,200.50
117	SAWS 852 1	Sanitary Sewer Manhole	EA	3	Two-Thousand-Three-hundred Dollars and no Cents	2,300.00	6,900.00
118	SAWS 855	Connect to Existing MH	EA	1	Six-hundred Dollars and no Cents	600.00	600.00
119	SAWS 862	Remove Existing Sanitary Sewer Main	LF	340	Eleven Dollars and no Cents	11.10	3740.00
SUB-TOTAL WASTEWATER					Dollars and Cents		45,064.50
TOTAL BASE BID					Dollars and Cents		6249,887.80

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

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #1 - THE ADDITION OF 4" TOPSOIL WHERE INDICATED ON PLANS AT THE DISCRETION OF THE COUNTY.							
1	0160	FURNISHING AND PLACING TOPSOIL (4")	SY	55 209	Two _____ Dollars and Twenty _____ Cents	2.20	121,459.80
SUB-TOTAL ALTERNATIVE #1					_____ Dollars and _____ Cents		121,459.80

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #2 - IN THE EVENT CONSTRUCTION IS COMPLETED WEST OF COVE VIEW BLVD, REPLACE THE ORIGINAL BID ITEMS WITH THE FOLLOWING PAVEMENT DELINEAION ITEMS AS PER SHEET C7 01.							
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	0	_____ Dollars and _____ Cents		
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	+346	_____ Dollars and _____ Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	-22,277	_____ Dollars and _____ Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	+19 258	_____ Dollars and _____ Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	47	_____ Dollars and _____ Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	+48	_____ Dollars and _____ Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	-3 765	_____ Dollars and _____ Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	+4 137	_____ Dollars and _____ Cents		

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #2 - IN THE EVENT CONSTRUCTION IS COMPLETED WEST OF COVE VIEW BLVD, REPLACE THE ORIGINAL BID ITEMS WITH THE FOLLOWING PAVEMENT DELINEAION ITEMS AS PER SHEET C7 01							
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	+146	_____ Dollars and _____ Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	3019	_____ Dollars and _____ Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	+1	_____ Dollars and _____ Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	+372	_____ Dollars and _____ Cents		
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	32	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II A-A	EA	+35	_____ Dollars and _____ Cents		
SUB-TOTAL ALTERNATIVE #2					_____ Dollars and _____ Cents		

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	-19,164	_____ Dollars and _____ Cents		
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	+19,132	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	-426	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	+461	_____ Dollars and _____ Cents		
SUB-TOTAL ALTERNATIVE #2					_____ Dollars and _____ Cents		

ALTERNATE #3 - THE ADDITION OF SETs AS PER THE PLANS IN SECTION 6

1	0467	SET (TY I)(S=3 FT)(HW=3 FT)(3 1)(C)	EA	+1	Three-thousand Dollars and no Cents	3000.00 CC	3000.00 CC
2	0468	SET (TY II)(15 IN)(RCP)(4 1)(C)	EA	+12	Five Hundred-three Hundred Dollars and no Cents	2,300.00 CC	27,600.00 CC
3	0468	SET (TY II)(18 IN)(RCP)(4 1)(C)	EA	+39	Twelve Hundred Dollars and no Cents	1,200.00 CC	46800.00 CC
4	0468	SET (TY II)(24 IN)(RCP)(4 1)(C)	EA	+44	Fourteen Hundred Dollars and no Cents	1,400.00 CC	61,600.00 CC
5	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	-2	Eleven Hundred Dollars and no Cents	1,100.00 CC	(2,200.00 CC)
6	0468	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	+6	Eleven Hundred Dollars and no Cents	1,100.00 CC	6,600.00 CC
SUB-TOTAL ALTERNATIVE #3					_____ Dollars and _____ Cents		143,400.00 CC

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No	Description	Unit	QTY	*Unit Price In Word*	Unit Price ($)	Total Amount ($)
ALTERNATE #4 - REPLACE THE SALVAGING, HAULING, AND STOCKPILING OF ASPHALT PAVEMENT WITH PLANING AND TEXTURING THE PAVEMENT							
1	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	-39,843	_____ Dollars and _____ *Cents*		
1	0354	PLANE ASPH CONC PAV (0" TO 4-1/4")	SY	+39843	_____ Dollars and _____ Cents		

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $ 3,000,000.00

The cost of labor, profit, materials not in-place and all other charges $ 3,497,884.00

TOTAL: (Must agree with bid) $ 6,497,884.00

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	James Construction Group, LLC
SIGNATURE	
PRINT NAME	Will Cravens
TITLE	Vice President
ADDRESS	11603 Windfern Suite C
CITY, STATE	Houston, Texas
ZIP	77064
TELEPHONE	713.300.1530
FAX NO	713.300.1531
DATE	12-13-11
TAX I.D. No.	38 3424695

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.

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
1	0100	PREPARING ROW	LS	1	three hundred twenty one thousand Dollars and zero Cents	321000	321000.00
2	0104	REMOVING CONC (RIPRAP)	SY	4	ten Dollars and zero Cents	10.00	40.00
3	0104	REMOVING CONC (SIDEWALKS)	SY	1,026	two Dollars and fifty Cents	2.50	2565.00
4	0104	REMOVING CONC (DRIVEWAYS)	SY	2,113	two Dollars and fifty Cents	2.50	5282.50
5	0104	REMOVING CONC (CURB AND GUTTER)	LF	3,217	one Dollars and zero Cents	1.00	3217.00
6	0104	REMOVE CONC (GUTTER)	LF	98	one Dollars and zero Cents	1.00	98.00
7	0104	REMOVING CONC (WHEELCHAIR RAMP)	SY	41	ten Dollars and zero Cents	10.00	410.00
8	0104	REMOVING CONC (FLUME)	SY	3	ten Dollars and zero Cents	10.00	30.00
9	0110	EXCAVATION (ROADWAY)	CY	11,728	eight Dollars and zero Cents	8.00	93824.00
10	0132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	15,714	three Dollars and fifty Cents	3.50	54999.00
11	0164	BROADCAST SEED (PERM) (RURAL) (SANDY)	SY	55,209	zero Dollars and eleven Cents	.11	6072.99
12	0168	VEGETATIVE WATERING	MG	2,556	eight Dollars and zero Cents	8.00	20448.00
13	0265	LFA TREAT SUBGRADE (8")	SY	65,149	four Dollars and fifty Cents	4.50	293170.50

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
14	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	39,843	three and fifty Dollars Cents	3 50	139450 50
15	0360	CONC PVMT (CONT REINF-CRCP)(8")	SY	59,927	forty eight and zero Dollars Cents	48 00	2,876,496 00
16	0400	SAND BACKFILL	CY	127	fifteen and zero Dollars Cents	15 00	1905 00
17	0479	ADJ MANHS	EA	21	six hundred and zero Dollars Cents	600 00	12600 00
18	0496	REMOV STR (INLET)	EA	25	three hundred and zero Dollars Cents	300 00	7500 00
19	0496	REMOV STR (MANHOLE)	EA	3	three hundred fifty and zero Dollars Cents	350 00	1050 00
20	0496	REMOV STR (SET)	EA	5	three hundred and zero Dollars Cents	300 00	1500 00
21	0496	REMOV STR (WINGWALL)	EA	2	one thousand one hundred and zero Dollars Cents	1100 00	2200 00
22	0496	REMOV STR (HEADWALL)	EA	8	one thousand and Dollars Cents	1000 00	8000 00
23	0496	REMOV STR (PIPE)	LF	4,890	twenty and zero Dollars Cents	20 00	97800 00
24	0500	MOBILIZATION	LS	1	three hundred twenty five thousand and zero Dollars Cents	325000	325000 00
25	0529	CONC CURB (TY II)	LF	5,615	three and zero Dollars Cents	3 00	16845 00
26	0530	DRIVEWAYS AND TURNOUTS (CONC)(6")	SY	3,802	forty nine and zero Dollars Cents	49 00	186298 00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
27	0531	CURB RAMPS (TY 7)	EA	8	one thousand two hundred Dollars and zero Cents	1200.00	9600.00
28	0531	CURB RAMPS (TY 9)	EA	10	one thousand two hundred Dollars and zero Cents	1200.00	12000.00
29	0531	CURB RAMPS (TY 10)	EA	1	one thousand two hundred Dollars and zero Cents	1200.00	1200.00
30	0531	CONC SIDEWALKS (4")	SY	2,226	thirty five Dollars and zero Cents	35.00	77910.00
31	0560	MAILBOX INSTALLATION (SINGLE)	EA	13	two hundred ten Dollars and zero Cents	210.00	2730.00
32	0560	MAILBOX INSTALLATION (MULTIPLE)	EA	1	four hundred Dollars and zero Cents	400.00	400.00
33	0506	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	250	twenty two Dollars and zero Cents	22.00	5500.00
34	0506	ROCK FILTER DAMS (REMOVE)	LF	250	seven Dollars and zero Cents	7.00	1750.00
35	0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	15,264	two Dollars and zero Cents	2.00	30528.00
SUB-TOTAL PAVING					four million six hundred nineteen thousand four hundred nineteen Dollars and forty nine Cents		4,619,419.49
36	0644	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	44	three hundred ten Dollars and zero Cents	310.00	13640.00
37	0644	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	32	three hundred twenty Dollars and zero Cents	320.00	10240.00
38	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	22,277	zero Dollars and ninety Cents	.90	20049.30

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
39	0666	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	801	three and Zero Dollars Cents	3.00	2403.00
40	0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	536	five and Sixty Dollars Cents	5.60	3001.60
41	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	47	one hundred twenty and Zero Dollars Cents	120.00	5640.00
42	0666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	7	one hundred thirty and Zero Dollars Cents	130.00	910.00
43	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	3,765	Zero and forty five Dollars Cents	.45	1694.25
44	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	19,164	Zero and forty five Dollars Cents	.45	8623.80
45	0666	REF PAV MRK TY II (RED)(NO PARK LANE)	LF	449	three and fifty Dollars Cents	3.50	1571.50
46	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	15	one hundred seventy and Zero Dollars Cents	170.00	2550.00
47	0666	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	15	one hundred thirty and Zero Dollars Cents	130.00	1950.00
48	0672	REFL PAV MRKR TY II-A-A	EA	426	three and eighty Dollars Cents	3.80	1618.80
49	0672	REFL PAV MRKR TY II-C-R	EA	110	three and eighty Dollars Cents	3.80	418.00
SUB-TOTAL SIGN AND PAVEMENT MARKINGS					Seventy four thousand three hundred ten and twenty five Dollars Cents		74,310.25
50	0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	14	two thousand six hundred and Zero Dollars Cents	2600.00	36400.00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
51	0508	CONSTRUCTING DETOURS	SY	1,991	twenty five Dollars and zero Cents	25.00	49775.00
52	0662	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	6,068	zero Dollars and sixty five Cents	.65	3944.20
53	0662	WK ZN PV MK NON-REM (Y) (4")SLD W/MRKR	LF	1,244	zero Dollars and fifty Cents	.50	622.00
54	0677	ELIM EXT PAV MRK & MRKS (ALL SIZES)	LF	4,337	zero Dollars and forty Cents	.40	1734.80
SUB-TOTAL TRAFFIC CONTROL					ninety two thousand four hundred seventy six Dollars and zero Cents		92,476.00
55	0420	CL A CONC(COLLAR)	EA	4	five hundred Dollars and zero Cents	500.00	2000.00
56	0432	RIPRAP (CONC)(6 IN)	CY	90	four hundred forty Dollars and zero Cents	450.00	40500.00
57	0462	PRECAST-REINFORCED CONCRETE BOX CULVERTS (3'x3')	LF	86	two hundred Dollars and zero Cents	200.00	17200.00
58	0464	STORM DRAINAGE PIPE (15" REINFORCED CONCRETE PIPE, CLASS III)	LF	260	seventy five Dollars and zero Cents	75.00	19500.00
59	0464	STORM DRAINAGE PIPE (18" REINFORCED CONCRETE PIPE, CLASS III)	LF	2,188	eighty Dollars and zero Cents	80.00	175040.00
60	0464	STORM DRAINAGE PIPE (24" REINFORCED CONCRETE PIPE, CLASS III)	LF	2,902	ninety five Dollars and zero Cents	95.00	275690.00
61	0464	STORM DRAINAGE PIPE (30" REINFORCED CONCRETE PIPE, CLASS III)	LF	774	one hundred ten Dollars and zero Cents	110.00	85140.00
62	0464	STORM DRAINAGE PIPE (36" REINFORCED CONCRETE PIPE, CLASS III)	LF	543	one hundred twenty Dollars and zero Cents	120.00	65160.00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
63	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET (COMPL) (TYPE "C")	EA	16	two thousand six hundred Dollars and zero Cents	2600.00	41600.00
64	0465	INLET (COMPL)(TY H)(2 5' X 2 5')	EA	2	two thousand four hundred Dollars and zero Cents	2400.00	4800.00
65	0465	MANH (COMPL)(TY M)(3' X 3')	EA	8	two thousand seven hundred Dollars and zero Cents	2700.00	21600.00
66	0465	MANH (COMPL)(TY M)(4' X 4')	EA	6	two thousand eight hundred Dollars and zero Cents	2800.00	16800.00
67	0465	MANH (COMPL)(TY M)(5' X 5')	EA	2	three thousand seven hundred Dollars and zero Cents	3700.00	7400.00
68	0465	MANH (COMPL)(TY M)(6' X 6')	EA	1	five thousand Dollars and zero Cents	5000.00	5000.00
69	0465	MANH (COMPL)(TY M)(6' X 3')	EA	1	three thousand Dollars and zero Cents	3000.00	3000.00
70	0465	MANH (COMPL)(TY M)(6' X 4')	EA	1	three thousand Dollars and zero Cents	3000	3000.00
71	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET EXTENSION FOR (TYPE "C")	EA	3	three thousand Dollars and zero Cents	3000	9000.00
72	0466	WINGWALL (PW) (HW=6 FT)	SF	1	eleven thousand Dollars and zero Cents	11000	11000.00
73	0466	HEADWALL (CH-PW-0)(DIA=24 IN)	EA	1	seven thousand Dollars and zero Cents	7000	7000.00
74	0466	HEADWALL (CH-PW-0)(DIA=24 IN)(MOD)	EA	1	nine thousand Dollars and zero Cents	9000	9000.00
75	0467	SET (TY II)(18 IN)(RCP)(3 1)(C)	EA	26	nine hundred fifty Dollars and zero Cents	950.00	24700.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
76	0467	SET (TY II)(24 IN)(RCP)(3:1)(C)	EA	5	one thousand Dollars and Zero Cents	1000	5000.00
77	0467	SET (TY II)(36 IN)(RCP)(3:1)(C)	EA	8	one thousand five hundred Dollars and Zero Cents	1500	12000.00
78	0467	SET (TY II)(24 IN)(RCP)(6:1)(C)	EA	2	one thousand three hundred Dollars and Zero Cents	1300	2600.00
SUB-TOTAL DRAINAGE					eight hundred sixty three thousand seven hundred thirty Dollars and Zero Cents		863,730.00
79	01025	4" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	67	Sixty one Dollars and Zero Cents	61.00	4087.00
80	01025	6" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	166	Sixty Seven Dollars and Zero Cents	67.00	11122.00
81	01025	8" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	8,258	forty Six Dollars and Zero Cents	46.00	379868.00
82	01025	10" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	132	ninety Dollars and Zero Cents	90.00	11880.00
83	01025	12" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	408	one hundred twenty five Dollars and Zero Cents	125.00	51000.00
84	01025	Bore and jack 16-inch steel casing pipe including water line, fittings, restraints, spacers and end seals, complete in place	LF	40	two hundred twenty five Dollars and Zero Cents	225.00	9000.00
85	01025	Bore and jack 20-inch steel casing pipe including water line, fittings, restraints, spacers and end seals, complete in place	LF	20	three hundred ten Dollars and Zero Cents	310.00	6200.00
86	01026	Bore and jack 30-inch steel casing pipe including water line, fittings, restraints, spacers and end seals, complete in place	LF	100	three hundred seventy five Dollars and Zero Cents	375.00	37500.00
87	01025	6-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	5	one thousand three hundred Dollars and Zero Cents	1300	6500.00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
88	01025	8-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	41	one thousand eight hundred Dollars and Zero Cents	1800 00	73800 00
89	01025	10-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	4	two thousand five hundred Dollars and Zero Cents	2500	10000 00
90	01025	12-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	7	three thousand Dollars and Zero Cents	3000	21000 00
91	01025	20-inch Butterfly Valve, AWWA C-504, "Rubber-Seated Butterfly Valves", Class 150B	EA	7	fifteen thousand Dollars and Zero Cents	15000	105000 00
92	01025	Fire hydrant assembly, AWWA C502, mechanical joint inlet, including 6" gate valve and lead pipe, complete in place	EA	12	four thousand Dollars and Zero Cents	4000	48000 00
93	01025	Remove and salvage existing fire hydrant and valve, including delivering removed hydrant and valve to the City's storage yard, complete in place	EA	12	six hundred Dollars and Zero Cents	600 00	7200 00
94	01025	4" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	1	four thousand Dollars and Zero Cents	4000	4000 00
95	01025	6" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	1	four thousand five hundred Dollars and Zero Cents	4500	4500 00
96	01025	8" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	7	four thousand two hundred Dollars and Zero Cents	4200	29400 00
97	01025	12" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	1	nine thousand Dollars and Zero Cents	9000	9000
98	01025	6" wet connection, including coupling and appurtenances as necessary, complete in place	EA	12	one thousand five hundred Dollars and Zero Cents	1500	18000 00
99	01025	8" wet connection, including coupling and appurtenances as necessary, complete in place	EA	7	one thousand five hundred Dollars and Zero Cents	1500 00	10500 00
100	01025	10" wet connection, including coupling and appurtenances as necessary, complete in place	EA	3	two thousand Dollars and Zero Cents	2000	6000 00
101	01025	12" wet connection, including coupling and appurtenances as necessary, complete in place	EA	1	two thousand Dollars and Zero Cents	2000	2000

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No	Description	Unit	QTY.	Unit Price in Word	Unit Price ($)	Total Amount ($)
102	01025	20" wet connection, including coupling and appurtenances as necessary, complete in place	EA	9	four thousand five hundred Dollars and Zero Cents	4500	40500.00
103	01025	1-1/4" to 2" single short side service reconnection, complete in place	EA	24	one thousand four hundred Dollars and Zero Cents	1400	33600.00
104	01025	1-1/4" to 2" single long side service reconnection, complete in place	EA	4	one thousand six hundred Dollars and Zero Cents	1600	6400.00
105	01025	Cut, plug and abandon existing 6" water line, complete in place	EA	10	one hundred thirty Dollars and Zero Cents	130.00	1300.00
106	01025	Cut, plug and abandon existing 8" water line, complete in place	EA	6	one hundred seventy Dollars and Zero Cents	170.00	1020.00
107	01025	Cut, plug and abandon existing 10" water line, complete in place	EA	3	two hundred seventy Dollars and Zero Cents	270.00	810.00
108	01025	Cut, plug and abandon existing 12" water line, complete in place	EA	1	three hundred thirty Dollars and Zero Cents	330.00	330.00
109	01025	Cut, plug and abandon existing 20" water line, complete in place	EA	5	one thousand Dollars and Zero Cents	1000	5000.00
110	01025	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place	LF	12,284	one Dollars and Zero Cents	1.00	12284.00
111	01025	Water meter, 2"	EA	1	one thousand four hundred Dollars and Zero Cents	1400	1400.00
112	01025	20" HDPE (AWWA C906) DR-11 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	3,297	one hundred twenty five Dollars and Zero Cents	125.00	412125.00
113	01025	1" Air Release Valves	EA	1	one thousand five hundred Dollars and Zero Cents	1500	1500.00
114	01025	2" Air Release Valves	EA	4	three thousand Dollars and Zero Cents	3000	12000.00
SUB-TOTAL WATER LINE					one million three hundred ninety three thousand eight hundred twenty six Dollars and Zero Cents		1,393,826.00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
115	SAWS 848	10" PVC Sanitary Sewer Line (6'-10')	LF	40	One hundred fifty and Zero Dollars Cents	150.00	6000.00
116	SAWS 848	12" PVC Sanitary Sewer Line (6'-10')	LF	323	One hundred and Zero Dollars Cents	100.00	32300.00
117	SAWS 852 1	Sanitary Sewer Manhole	EA	3	three thousand and Zero Dollars Cents	3000	9000.00
118	SAWS 855	Connect to Existing MH	EA	1	one thousand seven hundred and Zero Dollars Cents	1700	1700.00
119	SAWS 862	Remove Existing Sanitary Sewer Main	LF	340	thirteen and Zero Dollars Cents	13.00	4420.00
SUB-TOTAL WASTEWATER					Fifty three thousand four hundred twenty and Zero Dollars Cents		53420.00
TOTAL BASE BID					Seven million ninety seven thousand one hundred eighty one and Seventy four Dollars Cents		7,097,181.74

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

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No.	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #1 - THE ADDITION OF 4" TOPSOIL WHERE INDICATED ON PLANS AT THE DISCRETION OF THE COUNTY							
1	0160	FURNISHING AND PLACING TOPSOIL (4")	SY	55,209	one Dollars and zero Cents	1.00	55209.00
SUB-TOTAL ALTERNATIVE #1					fifty five thousand two hundred nine Dollars and zero Cents		55209.00

Item No	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #2 - IN THE EVENT CONSTRUCTION IS COMPLETED WEST OF COVE VIEW BLVD, REPLACE THE ORIGINAL BID ITEMS WITH THE FOLLOWING PAVEMENT DELINEAION ITEMS AS PER SHEET C7 01.							
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	0	Deleted Dollars and Cents		
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	+346	Deleted Dollars and Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	-22,277	Deleted Dollars and Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	+19,258	Deleted Dollars and Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	-47	Deleted Dollars and Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	+48	Deleted Dollars and Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	-3,765	Deleted Dollars and Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	+4,137	Deleted Dollars and Cents		

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	-19,164	Deleted Dollars and Cents		
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	+19,132	Deleted Dollars and Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	-426	Deleted Dollars and Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	+461	Deleted Dollars and Cents		
SUB-TOTAL ALTERNATIVE #2					Deleted Dollars and Cents		

ALTERNATE #3 - THE ADDITION OF SETs AS PER THE PLANS IN SECTION 6

1	0467	SET (TY I)(S= 3 FT)(HW= 3 FT)(3 1)(C)	EA	+1	two thousand five hundred Dollars and ZERO Cents	2500	2500 00
2	0468	SET (TY II)(15 IN)(RCP)(4 1)(C)	EA	+12	eight hundred Dollars and ZERO Cents	800 00	9600 00
3	0468	SET (TY II)(18 IN)(RCP)(4 1)(C)	EA	+39	eight hundred Dollars and ZERO Cents	800 00	31200 00
4	0468	SET (TY II)(24 IN)(RCP)(4 1)(C)	EA	+44	one thousand Dollars and ZERO Cents	1000	44000 00
5	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	-2	one thousand Dollars and ZERO Cents	1000	-2000 00
6	0468	SET (TY II)(24 IN)(RCP)(6.1)(C)	EA	+6	one thousand two hundred Dollars and ZERO Cents	1200	7200 00
SUB-TOTAL ALTERNATIVE #3					Ninety two thousand five hundred Dollars and ZERO Cents		92500 00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

Item No	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #2 - IN THE EVENT CONSTRUCTION IS COMPLETED WEST OF COVE VIEW BLVD, REPLACE THE ORIGINAL BID ITEMS WITH THE FOLLOWING PAVEMENT DELINEAION ITEMS AS PER SHEET C7.01							
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	+346	Deleted Dollars and Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	-3019	Deleted Dollars and Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	+1	Deleted Dollars and Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	+372	Deleted Dollars and Cents		
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	-32	Deleted Dollars and Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	+35	Deleted Dollars and Cents		
SUB-TOTAL ALTERNATIVE #2					Deleted Dollars and Cents		

Addendum #2

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No.	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #4 - REPLACE THE SALVAGING, HAULING, AND STOCKPILING OF ASPHALT PAVEMENT WITH PLANING AND TEXTURING THE PAVEMENT							
1	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	-39,843	Deleted Dollars and Cents		
1	0354	PLANE ASPH CONC PAV (0" TO 4-1/4")	SY	+39843	Deleted Dollars and Cents		

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $ 4,600,000 00

The cost of labor, profit, materials not in-place and all other charges $ 2,497,181. 74

TOTAL: (Must agree with bid) $ 7,097,181. 74

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	Texas Sterling Construction Co
SIGNATURE	
PRINT NAME	Terry Williamson
TITLE	President
ADDRESS	20810 Fernbush Ln
CITY, STATE	Houston, Texas
ZIP	77073
TELEPHONE	(281) 821-9091
FAX NO	(281) 821-2995
DATE	December 20, 2011
TAX I D No	76-0694776

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

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No	Description	Unit	QTY.	Unit Price in Word	Unit Price ($)	Total Amount ($)
1	0100	PREPARING ROW	LS	1	ONE HUNDRED THOUSAND Dollars and ZERO Cents	100,000.00	100,000.00
2	0104	REMOVING CONC (RIPRAP)	SY	4	FORTY Dollars and ZERO Cents	40.00	160.00
3	0104	REMOVING CONC (SIDEWALKS)	SY	1,026	SIX Dollars and ZERO Cents	6.00	6,158.00
4	0104	REMOVING CONC (DRIVEWAYS)	SY	2,113	SIX Dollars and ZERO Cents	6.00	12,678.00
5	0104	REMOVING CONC (CURB AND GUTTER)	LF	3,217	TWO Dollars and ZERO Cents	2.00	6,434.00
6	0104	REMOVE CONC (GUTTER)	LF	98	TWO Dollars and ZERO Cents	2.00	196.00
7	0104	REMOVING CONC (WHEELCHAIR RAMP)	SY	41	TEN Dollars and ZERO Cents	10.00	410.00
8	0104	REMOVING CONC (FLUME)	SY	3	FIFTY Dollars and ZERO Cents	50.00	150.00
9	0110	EXCAVATION (ROADWAY)	CY	11,728	SEVEN Dollars and ZERO Cents	7.00	82,096.00
10	0132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	15,714	FIVE Dollars and ZERO Cents	5.00	78,570.00
11	0164	BROADCAST SEED (PERM) (RURAL) (SANDY)	SY	55,209	ZERO Dollars and SIX FIFTEEN Cents	0.16	8,833.44
12	0168	VEGETATIVE WATERING	MG	2,556	FIVE Dollars and ZERO Cents	5.00	12,780.00
13	0265	LFA TREAT SUBGRADE (8")	SY	65,149	SEVEN Dollars and ZERO Cents	7.00	456,043.00

0035

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
14	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	39,843	ZERO Dollars and SEVENTY FIVE Cents	0.75	29,882.25
15	0360	CONC PVMT (CONT REINF-CRCP)(8")	SY	59,927	FORTY THREE Dollars and FORTY Cents	43.40	2,600,831.80
16	0400	SAND BACKFILL	CY	127	TWENTY FOUR Dollars and ZERO Cents	24.00	3,048.00
17	0479	ADJ MANHS	EA	21	SEVEN HUNDRED FIFTY Dollars and ZERO Cents	750.00	15,750.00
18	0496	REMOV STR (INLET)	EA	25	THREE HUNDRED Dollars and ZERO Cents	300.00	7,500.00
19	0496	REMOV STR (MANHOLE)	EA	3	THREE HUNDRED Dollars and ZERO Cents	300.00	900.00
20	0496	REMOV STR (SET)	EA	5	SIX HUNDRED FIFTY Dollars and ZERO Cents	650.00	3,250.00
21	0496	REMOV STR (WINGWALL)	EA	2	SIX HUNDRED FIFTY Dollars and ZERO Cents	650.00	1,300.00
22	0496	REMOV STR (HEADWALL)	EA	8	SIX HUNDRED FIFTY Dollars and ZERO Cents	650.00	5,200.00
23	0496	REMOV STR (PIPE)	LF	4,890	TEN Dollars and ZERO Cents	10.00	48,900.00
24	0500	MOBILIZATION	LS	1	SEVEN HUNDRED THOUSAND Dollars and ZERO Cents	700,000.00	700,000.00
25	0529	CONC CURB (TY II)	LF	5,615	FIVE Dollars and ZERO Cents	5.00	28,075.00
26	0530	DRIVEWAYS AND TURNOUTS (CONC)(6")	SY	3,802	FIFTY Dollars and ZERO Cents	50.00	190,100.00

0036

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
27	0531	CURB RAMPS (TY 7)	EA	8	FIFTEEN HUNDRED Dollars and ZERO Cents	1,500.00	12,000.00
28	0531	CURB RAMPS (TY 9)	EA	10	SEVENTEEN HUNDRED Dollars and ZERO Cents	1,700.00	17,000.00
29	0531	CURB RAMPS (TY 10)	EA	1	TWENTY ONE HUNDRED Dollars and ZERO Cents	2,100.00	2,100.00
30	0531	CONC SIDEWALKS (4")	SY	2,226	FORTY FIVE Dollars and ZERO Cents	45.00	100,170.00
31	0560	MAILBOX INSTALLATION (SINGLE)	EA	13	TWO HUNDRED TEN Dollars and ZERO Cents	210.00	2,730.00
32	0560	MAILBOX INSTALLATION (MULTIPLE)	EA	1	FOUR HUNDRED Dollars and ZERO Cents	400.00	400.00
33	0506	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	250	TEN Dollars and ZERO Cents	10.00	2,500.00
34	0506	ROCK FILTER DAMS (REMOVE)	LF	250	TEN Dollars and ZERO Cents	10.00	2,500.00
35	0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	15,264	ONE Dollars and SIXTY FIVE Cents	1.65	25,185.60
SUB-TOTAL PAVING					FOUR MILLION FIVE HUNDRED SIXTY THREE EIGHT HUNDRED TWENTY NINE Dollars and NINE Cents		4,563,829.09
36	0644	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	44	THREE HUNDRED TEN Dollars and ZERO Cents	310.00	13,640.00
37	0644	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	32	THREE HUNDRED TWENTY FIVE Dollars and ZERO Cents	325.00	10,400.00
38	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	22 277	ZERO Dollars and NINETY Cents	0.90	20,049.30

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
39	0666	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	801	THREE Dollars and ZERO Cents	3.00	2,403.00
40	0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	536	FIVE Dollars and SIXTY Cents	5.60	3,001.60
41	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	47	ONE HUNDRED TWENTY Dollars and ZERO Cents	120.00	5,640.00
42	0666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	7	ONE HUNDRED THIRTY Dollars and ZERO Cents	130.00	910.00
43	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	3 765	ZERO Dollars and FORTY CENTS Cents	0.43	1,619.95
44	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	19 164	ZERO Dollars and FORTY CENTS Cents	0.43	8,240.52
45	0666	REF PAV MRK TY II (RED)(NO PARK LANE)	LF	449	THREE Dollars and FIFTY Cents	3.50	1,571.50
46	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	15	ONE HUNDRED SEVENTY Dollars and ZERO Cents	170.00	2,550.00
47	0666	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	15	ONE HUNDRED THIRTY Dollars and ZERO Cents	130.00	1,950.00
48	0672	REFL PAV MRKR TY II-A-A	EA	426	THREE Dollars and EIGHTY Cents	3.80	1,618.80
49	0672	REFL PAV MRKR TY II-C-R	EA	110	THREE Dollars and EIGHTY Cents	3.80	418.00
SUB-TOTAL SIGN AND PAVEMENT MARKINGS					SEVENTY FOUR THOUSAND ELEVEN Dollars and SIXTY SEVEN Cents	74,011.	67
50	0502	BARRICADES SIGNS AND TRAFFIC HANDLING	MO	14	SIX THOUSAND HUNDRED Dollars and ZERO Cents	1,600.00	22,400.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
51	0508	CONSTRUCTING DETOURS	SY	1 991	SIXTY Dollars and ZERO Cents	60.00	119,460.00
52	0662	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	6 068	ZERO Dollars and SIXTY FOUR Cents	0.64	3,883.52
53	0662	WK ZN PV MK NON-REM (Y) (4")SLD W/MRKR	LF	1,244	ZERO Dollars and FORTY SEVEN Cents	0.47	584.68
54	0677	ELIM EXT PAV MRK & MRKS (ALL SIZES)	LF	4 337	ZERO Dollars and FORTY NINE Cents	0.39	1,691.43
SUB-TOTAL TRAFFIC CONTROL					ONE HUNDRED FORTY EIGHT THOUSAND NINETEEN Dollars and SIXTY Cents		148,019.67
55	0420	CL A CONC(COLLAR)	EA	4	FIFTEEN HUNDRED Dollars and ZERO Cents	1,500.00	6,000.00
56	0432	RIPRAP (CONC)(6 IN)	CY	90	FIVE HUNDRED FORTY Dollars and ZERO Cents	530.00	47,700.00
57	0462	PRECAST-REINFORCED CONCRETE BOX CULVERTS (3 x3)	LF	86	ONE HUNDRED THIRTY FIVE Dollars and ZERO Cents	135.00	11,610.00
58	0464	STORM DRAINAGE PIPE (15" REINFORCED CONCRETE PIPE CLASS III)	LF	260	SEVENTY FIVE Dollars and ZERO Cents	75.00	19,500.00
59	0464	STORM DRAINAGE PIPE (18" REINFORCED CONCRETE PIPE CLASS III)	LF	2 188	SEVENTY SEVEN Dollars and ZERO Cents	77.00	168,476.00
60	0464	STORM DRAINAGE PIPE (24" REINFORCED CONCRETE PIPE CLASS III)	LF	2 902	EIGHTY Dollars and ZERO Cents	80.00	232,160.00
61	0464	STORM DRAINAGE PIPE (30" REINFORCED CONCRETE PIPE CLASS III)	LF	774	EIGHTY TWO Dollars and ZERO Cents	82.00	63,468.00
62	0464	STORM DRAINAGE PIPE (36" REINFORCED CONCRETE PIPE CLASS III)	LF	543	EIGHTY FIVE Dollars and ZERO Cents	85.00	46,155.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
63	0465	PRE CAST-REINFORCED CONCRETE CURB INLET (COMPL) (TYPE "C")	EA	16	TWENTY FIVE HUNDRED Dollars and ZERO Cents	2,500.00	40,000.00
64	0465	INLET (COMPL)(TY H)(2 5' X 2 5')	EA	2	TWENTY ONE HUNDRED Dollars and ZERO Cents	2,100.00	4,200.00
65	0465	MANH (COMPL)(TY M)(3' X 3)	EA	8	TWENTY THREE HUNDRED Dollars and ZERO Cents	2,300.00	18,400.00
66	0465	MANH (COMPL)(TY M)(4 X 4)	EA	6	TWENTY FIVE HUNDRED Dollars and ZERO Cents	2,500.00	15,000.00
67	0465	MANH (COMPL)(TY M)(5 X 5')	EA	2	FOUR THOUSAND Dollars and ZERO Cents	4,000.00	8,000.00
68	0465	MANH (COMPL)(TY M)(6' X 6')	EA	1	FIVE THOUSAND Dollars and ZERO Cents	5,000.00	5,000.00
69	0465	MANH (COMPL)(TY M)(6 X 3)	EA	1	THREE THOUSAND Dollars and ZERO Cents	3,000.00	3,000.00
70	0465	MANH (COMPL)(TY M)(6' X 4')	EA	1	THREE THOUSAND Dollars and ZERO Cents	3,000.00	3,000.00
71	0465	PRE CAST REINFORCED CONCRETE CURB INLET EXTENSION FOR (TYPE "C")	EA	3	TWENTY ONE HUNDRED Dollars and ZERO Cents	2,100.00	6,300.00
72	0466	WINGWALL (PW) (HW=6 FT)	SF	1	TWENTY THOUSAND Dollars and ZERO Cents	20,000.00	20,000.00
73	0466	HEADWALL (CH-PW-0)(DIA=24 IN)	EA	1	TEN THOUSAND Dollars and ZERO Cents	10,000.00	10,000.00
74	0466	HEADWALL (CH-PW 0)(DIA=24 IN)(MOD)	EA	1	NINETY FIVE HUNDRED Dollars and ZERO Cents	9,500.00	9,500.00
75	0467	SET (TY II)(18 IN)(RCP)(3 1)(C)	EA	26	TWELVE HUNDRED Dollars and ZERO Cents	1,200.00	31,200.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
76	0467	SET (TY II)(24 IN)(RCP)(3 1)(C)	EA	5	Fifteen hundred Dollars and zero Cents	1500.00	7500.00
77	0467	SET (TY II)(36 IN)(RCP)(3 1)(C)	EA	8	Eighteen hundred Dollars and zero Cents	1800.00	14400.00
78	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	2	Fifteen hundred Dollars and zero Cents	1500.00	3000.00
SUB-TOTAL DRAINAGE					SEVEN HUNDRED NINETY THREE THOUSAND FIVE HUNDRED SIXTY NINE Dollars and ZERO Cents		793,569.00
79	01025	4" PVC (AWWA C900) Class 150 DR 18 water line by open cut or auger construction, all depths, including fittings and restraints complete in place	LF	67	Fourty Dollars and zero Cents	40.00	2680.00
80	01025	6" PVC (AWWA C900) Class 150 DR-18 water line by open cut or auger construction all depths including fittings and restraints complete in place	LF	166	Fourty five Dollars and zero Cents	45.00	7470.00
81	01025	8" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction all depths including fittings and restraints complete in place	LF	8,258	fifty Dollars and zero Cents	50.00	412,900.00
82	01025	10" PVC (AWWA C900) Class 150 DR-18 water line by open cut or auger construction all depths including fittings and restraints complete in place	LF	132	Seventy Dollars and zero Cents	70.00	9240.00
83	01025	12" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction all depths including fittings and restraints, complete in place	LF	408	Sixty Dollars and zero Cents	60.00	24,480.00
84	01025	Bore and jack 16 inch steel casing pipe including water line fittings, restraints, spacers and end seals complete in place	LF	40	Three hundred ten Dollars and zero Cents	310.00	12,400.00
85	01025	Bore and jack 20 inch steel casing pipe including water line fittings restraints spacers and end seals, complete in place	LF	20	Four hundred seventy three Dollars and zero Cents	473.00	9460.00
86	01026	Bore and jack 30-inch steel casing pipe including water line fittings restraints spacers and end seals, complete in place	LF	100	Four hundred fifty Dollars and zero Cents	450.00	45,000.00
87	01025	6 inch Gate valves AWWA C509 mechanical joint resilient wedge, NRS open counter clockwise with valve boxes complete in place	EA	5	~~Eighty~~ Eight hundred fifty Dollars and zero Cents	850.00	4250.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
88	01025	8 inch Gate valves AWWA C509, mechanical joint resilient wedge, NRS open counter clockwise with valve boxes complete in place	EA	41	Fifteen hundred Dollars and Zero Cents	1500.00	61500.00
89	01025	10-inch Gate valves AWWA C509 mechanical joint resilient wedge NRS open counter clockwise with valve boxes complete in place	EA	4	Two thousand Dollars and Zero Cents	2000.00	8000.00
90	01025	12 inch Gate valves AWWA C509 mechanical joint resilient wedge NRS open counter clockwise with valve boxes complete in place	EA	7	Twenty Five hundred Dollars and Zero Cents	2500.00	17,500.00
91	01025	20-inch Butterfly Valve, AWWA C 504, "Rubber-Seated Butterfly Valves", Class 150B	EA	7	Eleven thousand Dollars and Zero Cents	11,000.00	77,000.00
92	01025	Fire hydrant assembly AWWA C502, mechanical joint inlet, including 6" gate valve and lead pipe complete in place	EA	12	Fourty Five hundred Dollars and Zero Cents	4500.00	54,000.00
93	01025	Remove and salvage existing fire hydrant and valve including delivering removed hydrant and valve to the City's storage yard complete in place	EA	12	Two hundred fifty Dollars and Zero Cents	250.00	3000.00
94	01025	4" tapping sleeve and valve assembly including coupling and appurtenances as necessary complete in place	EA	1	Thirty Five hundred Dollars and Zero Cents	3500.00	3500.00
95	01025	6" tapping sleeve and valve assembly including coupling and appurtenances as necessary, complete in place	EA	1	Thirty six hundred Dollars and Zero Cents	3600.00	3600.00
96	01025	8 tapping sleeve and valve assembly including coupling and appurtenances as necessary complete in place	EA	7	Four thousand Dollars and Zero Cents	4000.00	28,000.00
97	01025	12" tapping sleeve and valve assembly, including coupling and appurtenances as necessary complete in place	EA	1	Six thousand Dollars and Zero Cents	6000.00	6000.00
98	01025	6" wet connection, including coupling and appurtenances as necessary complete in place	EA	12	Nineteen hundred Dollars and Zero Cents	1900.00	22 800.00
99	01025	8" wet connection including coupling and appurtenances as necessary complete in place	EA	7	Two Thousand Dollars and Zero Cents	2000.00	14,000.00
100	01025	10" wet connection including coupling and appurtenances as necessary complete in place	EA	3	Twenty two hundred Dollars and Zero Cents	2200.00	6600.00
101	01025	12" wet connection including coupling and appurtenances as necessary, complete in place	EA	1	Twenty five hundred Dollars and Zero Cents	2500.00	2500.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
102	01025	20" wet connection including coupling and appurtenances as necessary complete in place	EA	9	FIVE THOUSAND Dollars and ZERO Cents	5,000.00	45,000.00
103	01025	1-1/4" to 2" single short side service reconnection complete in place	EA	24	ONE THOUSAND Dollars and ZERO Cents	1,000.00	24,000.00
104	01025	1-1/4" to 2" single long side service reconnection complete in place	EA	4	TWO THOUSAND Dollars and ZERO Cents	2,000.00	8,000.00
105	01025	Cut plug and abandon existing 6" water line, complete in place	EA	10	SEVEN HUNDRED Dollars and ZERO Cents	700.00	7,000.00
106	01025	Cut plug and abandon existing 8" water line complete in place	EA	6	SEVEN HUNDRED TWENTY Dollars and ZERO Cents	720.00	4,320.00
107	01025	Cut plug and abandon existing 10" water line complete in place	EA	3	NINE HUNDRED Dollars and ZERO Cents	900.00	2,700.00
108	01025	Cut plug and abandon existing 12" water line complete in place	EA	1	ONE THOUSAND ONE HUNDRED EIGHTY Dollars and ZERO Cents	1,180.00	1,180.00
109	01025	Cut plug and abandon existing 20" water line complete in place	EA	5	TWO THOUSAND FIVE HUNDRED Dollars and ZERO Cents	2,500.00	12,500.00
110	01025	Trench safety for all water line greater than 5' deep, including installation operation and removal complete in place	LF	12 284	ZERO Dollars and FIFTY Cents	.50	6,142.00
111	01025	Water meter, 2"	EA	1	ONE THOUSAND FIVE HUNDRED Dollars and ZERO Cents	1,500.00	1500.00
112	01025	20" HDPE (AWWA C906) DR-11 water line by open cut or auger construction all depths including fittings and restraints complete in place	LF	3 297	ONE HUNDRED THIRTY Dollars and ZERO Cents	130.00	428,610.00
113	01025	1" Air Release Valves	EA	1	TWO THOUSAND ONE HUNDRED Dollars and ZERO Cents	2,100.00	2,100.00
114	01025	2" Air Release Valves	EA	4	FOUR THOUSAND Dollars and ZERO Cents	4,000.00	16,000.00
SUB-TOTAL WATER LINE					ONE MILLION FOUR TWENTY TWO HUNDRED TWENTY THREE FOUR HUNDRED SIXTY Dollars and EIGHTY SIX Cents	SIX	1,423,460.86

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
115	SAWS 848	10" PVC Sanitary Sewer Line (6 -10')	LF	40	SEVENTY Dollars and ZERO Cents	70.00	2,800.00
116	SAWS 848	12" PVC Sanitary Sewer Line (6'-10')	LF	323	SIXTY Dollars and ZERO Cents	60.00	19,380.00
117	SAWS 852.1	Sanitary Sewer Manhole	EA	3	THREE THOUSAND Dollars and ZERO Cents	3,000.00	9,000.00
118	SAWS 855	Connect to Existing MH	EA	1	SIX HUNDRED Dollars and ZERO Cents	600.00	600.00
119	SAWS 862	Remove Existing Sanitary Sewer Main	LF	340	FIFTEEN Dollars and ZERO Cents	15.00	5,100.00
SUB-TOTAL WASTEWATER					THIRTY SIX THOUSAND EIGHT HUNDRED EIGHTY Dollars and ZERO Cents	36,880.	00
TOTAL BASE BID					SEVEN MILLION ELEVEN THOUSAND TWO HUNDRED FORTY ONE Dollars and FORTY NINE Cents	7,011,241.	49

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

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #1 - THE ADDITION OF 4" TOPSOIL WHERE INDICATED ON PLANS AT THE DISCRETION OF THE COUNTY							
1	0160	FURNISHING AND PLACING TOPSOIL (4")	SY	55 209	ONE Dollars and FIFTY Cents	1.50	82,813.50
SUB-TOTAL ALTERNATIVE #1					EIGHTY TWO THOUSAND EIGHT HUNDRED THIRTEEN Dollars and FIFTY Cents		82,813.50

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #2 - IN THE EVENT CONSTRUCTION IS COMPLETED WEST OF COVE VIEW BLVD, REPLACE THE ORIGINAL BID ITEMS WITH THE FOLLOWING PAVEMENT DELINEAION ITEMS AS PER SHEET C7 01							
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	0	Dollars and Cents		
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	+346	Dollars and Cents		
2	0666	REFL PAV MRK TY I (W) 8 (SLD)(100MIL)	LF	-22,277	Dollars and Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	+19 258	Dollars and Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	-47	Dollars and Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	+48	Dollars and Cents		
4	0666	REFL PAV MRK TY I (Y) 4 (BRK)(100MIL)	LF	3 765	Dollars and Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	+4 137	Dollars and Cents		

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	19,164	_____ Dollars and _____ Cents		
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	+19,132	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	-426	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	+461	_____ Dollars and _____ Cents		
SUB-TOTAL ALTERNATIVE #2					_____ Dollars and _____ Cents		

ALTERNATE #3 - THE ADDITION OF SETs AS PER THE PLANS IN SECTION 6

1	0467	SET (TY I)(S= 3 FT)(HW= 3 FT)(3 1)(C)	EA	+1	FIVE THOUSAND SIX HUNDRED Dollars and ZERO Cents	5600.00 +.00	5,600.00
2	0468	SET (TY II)(15 IN)(RCP)(4 1)(C)	EA	+12	EIGHT HUNDRED FIFTY Dollars and ZERO Cents	850.00	10,200.00
3	0468	SET (TY II)(18 IN)(RCP)(4 1)(C)	EA	+39	EIGHT HUNDRED TWENTY Dollars and ZERO Cents	820.00	31,980.00
4	0468	SET (TY II)(24 IN)(RCP)(4 1)(C)	EA	+44	NINE HUNDRED SIXTY Dollars and ZERO Cents	960.00	42,240.00
5	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	-2	ONE THOUSAND TWO HUNDRED Dollars and ZERO Cents	1,200.00	(2,400.00)
6	0468	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	+6	ONE THOUSAND TWO HUNDRED Dollars and ZERO Cents	1,200.00	7,200.00
SUB-TOTAL ALTERNATIVE #3					NINETY FOUR THOUSAND EIGHT TWENTY Dollars and ZERO Cents		94,820.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No	Spec No	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #4 - REPLACE THE SALVAGING, HAULING, AND STOCKPILING OF ASPHALT PAVEMENT WITH PLANING AND TEXTURING THE PAVEMENT							
1	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	39,843	_____ Dollars and _____ Cents		
1	0354	PLANE ASPH CONC PAV (0" TO 4-1/4")	SY	+39843	_____ Dollars and _____ Cents		

State of Texas Tax Statement of Materials and other charges.

The cost of in-place materials to be incorporated into the project $2,939,321.00

The cost of labor, profit, materials not in-place and all other charges $4,249,553.89

TOTAL (Must agree with bid) $7,188,874.89

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) 770-5559

Transmittal

To: **Patricia Grady**

From: Mike Fitzgerald

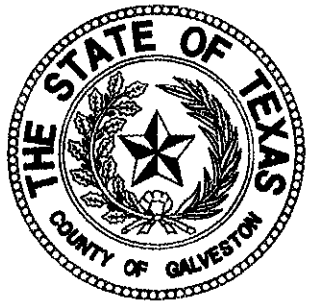
Date: February 13, 2012

Re: Stewart Road Paving, Drainage, Water and Wastewater Improvements

Cc: Dwight Sullivan

On February 7, 2012 the Commissioners' Court (agenda item no 33b) awarded the above referenced project

Please have the Judge sign all four contracts in the place indicated. Please let me know when they are ready, we will pick them up and deliver them to the County Clerk.



COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

STEWART ROAD PAVING, DRAINAGE, WATER AND WASTEWATER IMPROVEMENT PROJECT FROM COVE VIEW BLVD TO 75TH STREET, CITY OF GALVESTON

NOVEMBER 2011

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

STEWART ROAD PAVING, DRAINAGE, WATER AND WASTEWATER IMPROVEMENT PROJECT FROM COVE VIEW BLVD TO 75TH STREET, CITY OF GALVESTON

NOVEMBER 2011

Maen Hourani, P.E.
Halff Associates, Inc.
TBPE Firm # F-312

ENGINEER CERTIFICATION

STEWART ROAD

The enclosed Contract Documents and Technical Specifications in this document have been selected by me, or under my responsible supervision, as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

TABLE OF CONTENTS

SECTION	I	Invitation to Bid General Provisions Instructions to Bidders Vendor Qualification Packet
SECTION	II	Bid Proposal Contract Award
SECTION	III	Special Terms and Conditions Wage Rates & AIA Forms
SECTION	IV	General Terms and Conditions
SECTION	V	Technical Specifications Special Specifications Special Provisions
SECTION	VI	Plans

SECTION I

Invitation to Bid

General Provisions

Instructions to Bidders

Vendor Qualification Packet

BID #: B121012
OPEN: 12/13/2011
2:00 PM

INVITATION TO BID
STEWART ROAD IMPROVEMENTS IN GALVESTON
75TH ST. TO COVE VIEW ST.
GALVESTON COUNTY, TEXAS

BID #B121012

The County of Galveston solicits bids on the following project·

Contract to furnish labor, equipment, materials and incidentals as required for.
Bid #B121012, Stewart Road Improvements in Galveston, 75th St. to Cove View St.

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 PM** on **12/13/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550. **Bidders are specifically advised that any bid delivered after this time will be returned unopened.**

Submitted bids will be publicly opened on **12/13/2011 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 #B121012, Stewart Road Improvements in Galveston, 75th St. to Cove View St.

Bidder's name and return address should be on the outside of the envelope

Plans and specifications may be obtained from the office of Halff Associates, Inc., 14800 St. Mary's Lane, Ste. 160, Houston, Texas 77079-2943, (713) 588-2450

A pre-bid conference will be held on Wednesday, November 30, 2011 at 10:00 a.m. in the Commissioners Court meeting room in the Galveston County Courthouse located at 722 Moody, 1st Floor, Galveston, Texas 77550.

A $100.00 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
STEWART ROAD IMPROVEMENTS IN GALVESTON
75TH ST. TO COVE VIEW ST.
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 Request for 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
STEWART ROAD IMPROVEMENTS IN GALVESTON
75TH ST. TO COVE VIEW ST.
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**
Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter

GENERAL PROVISIONS
STEWART ROAD IMPROVEMENTS IN GALVESTON
75TH ST. TO COVE VIEW ST.
GALVESTON COUNTY, TEXAS

151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http://www.window.state.tx.us/.

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.

GENERAL PROVISIONS
STEWART ROAD IMPROVEMENTS IN GALVESTON
75TH ST. TO COVE VIEW ST.
GALVESTON COUNTY, TEXAS

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

The contractor shall commence work only after the transmittal of a fully executed 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.

GENERAL PROVISIONS
STEWART ROAD IMPROVEMENTS IN GALVESTON
75TH ST. TO COVE VIEW ST.
GALVESTON COUNTY, TEXAS

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.*

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

GENERAL PROVISIONS
STEWART ROAD IMPROVEMENTS IN GALVESTON
75TH ST. TO COVE VIEW ST.
GALVESTON COUNTY, TEXAS

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

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

GENERAL PROVISIONS
STEWART ROAD IMPROVEMENTS IN GALVESTON
75TH ST. TO COVE VIEW ST.
GALVESTON COUNTY, TEXAS

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.

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

GENERAL PROVISIONS
STEWART ROAD IMPROVEMENTS IN GALVESTON
75TH ST. TO COVE VIEW ST.
GALVESTON COUNTY, TEXAS

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

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

GENERAL PROVISIONS
STEWART ROAD IMPROVEMENTS IN GALVESTON
75TH ST. TO COVE VIEW ST.
GALVESTON COUNTY, TEXAS

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)

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.

GENERAL PROVISIONS
STEWART ROAD IMPROVEMENTS IN GALVESTON
75TH ST. TO COVE VIEW ST.
GALVESTON COUNTY, TEXAS

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

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.

GENERAL PROVISIONS
STEWART ROAD IMPROVEMENTS IN GALVESTON
75TH ST. TO COVE VIEW ST.
GALVESTON COUNTY, TEXAS

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, 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

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.

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	

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) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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

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

			–			–				

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

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
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
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

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.**

None

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

Ryan Lucas

Signature of person doing business with the governmental entity

12/20/2011

Date

Adopted 06/29/2007

0021

SECTION II

Bid Proposal

Contract Award

BID NUMBER B121012

BID PROPOSAL

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

Stewart Road Paving, Drainage, Water And Wastewater Improvement Project

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.

In submitting this BID, BIDDER represents and warrants, as more fully set forth in the Agreement, that the BIDDER has examined and carefully studied the Bidding Documents and Addenda BIDDER hereby acknowledges receipt of the following Addenda: (List Addenda by Addendum Number and Date).

Addendum No.	1	Dated:	December 8, 2011
Addendum No.	2	Dated:	December 8, 2011
Addendum No.	3	Dated:	December 9, 2011
Addendum No	4	Dated	December 12, 2011
Addendum No	5	Dated	December 19, 2011

COPY

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
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	12/20/2011
TAX I.D. No.	27-3076189

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.

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
1	0100	PREPARING ROW	LS	1	One hundred twenty six thousand one hundred ninety five Dollars and zero Cents	126,195 00	126,195 00
2	0104	REMOVING CONC (RIPRAP)	SY	4	Twenty six Dollars and zero Cents	26 00	104 00
3	0104	REMOVING CONC (SIDEWALKS)	SY	1 026	Two Dollars and sixty Cents	2 60	2,667 60
4	0104	REMOVING CONC (DRIVEWAYS)	SY	2,113	Two Dollars and sixty Cents	2 60	5,493 80
5	0104	REMOVING CONC (CURB AND GUTTER)	LF	3,217	Two Dollars and sixty Cents	2 60	8,364 20
6	0104	REMOVE CONC (GUTTER)	LF	98	Two Dollars and sixty Cents	2 60	254 80
7	0104	REMOVING CONC (WHEELCHAIR RAMP)	SY	41	Two Dollars and sixty Cents	2.60	106 60
8	0104	REMOVING CONC (FLUME)	SY	3	Twenty six Dollars and zero Cents	26 00	78 00
9	0110	EXCAVATION (ROADWAY)	CY	11,728	Six Dollars and zero Cents	6 00	70,368 00
10	0132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	15,714	Ten Dollars and zero Cents	10 00	157,140 00
11	0164	BROADCAST SEED (PERM) (RURAL) (SANDY)	SY	55,209	Zero Dollars and ten Cents	0 10	5,520 90
12	0168	VEGETATIVE WATERING	MG	2,556	Twelve Dollars and zero Cents	12 00	30,672 00
13	0265	LFA TREAT SUBGRADE (8")	SY	65,149	Five Dollars and zero Cents	5 00	325,745 00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
14	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	39,843	One Dollars and seventy six Cents	1 76	70,123 68
15	0360	CONC PVMT (CONT REINF-CRCP)(8")	SY	59,927	Thirty four Dollars and twenty Cents	34 20	2,049,503 40
16	0400	SAND BACKFILL	CY	127	Fourteen Dollars and zero Cents	14 00	1,778 00
17	0479	ADJ MANHS	EA	21	Seven hundred twenty Dollars and zero Cents	720 00	15,120 00
18	0496	REMOV STR (INLET)	EA	25	One hundred three Dollars and zero Cents	103 00	2,575 00
19	0496	REMOV STR (MANHOLE)	EA	3	One hundred three Dollars and zero Cents	103 00	309 00
20	0496	REMOV STR (SET)	EA	5	Seventy Dollars and zero Cents	70 00	350 00
21	0496	REMOV STR (WINGWALL)	EA	2	Eight hundred seventy Dollars and zero Cents	870 00	1,740 00
22	0496	REMOV STR (HEADWALL)	EA	8	Eight hundred seventy Dollars and zero Cents	870 00	6,960 00
23	0496	REMOV STR (PIPE)	LF	4,890	Thirteen Dollars and zero Cents	13 00	63,570 00
24	0500	MOBILIZATION	LS	1	One hundred twenty six thousand one hundred ninety five Dollars and zero Cents	126,195 00	126,195 00
25	0529	CONC CURB (TY II)	LF	5,615	Two Dollars and sixty Cents	2 60	14,599 00
26	0530	DRIVEWAYS AND TURNOUTS (CONC)(6")	SY	3,802	Thirty two Dollars and zero Cents	32 00	121,664.00

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
27	0531	CURB RAMPS (TY 7)	EA	8	Five hundred Dollars and zero Cents	500 00	4,000 00
28	0531	CURB RAMPS (TY 9)	EA	10	Six hundred fifty Dollars and zero Cents	650 00	6,500 00
29	0531	CURB RAMPS (TY 10)	EA	1	Five hundred Dollars and zero Cents	500 00	500 00
30	0531	CONC SIDEWALKS (4")	SY	2,226	Thirty Dollars and zero Cents	30 00	66,780 00
31	0560	MAILBOX INSTALLATION (SINGLE)	EA	13	One hundred twenty six Dollars and zero Cents	126 00	1,638 00
32	0560	MAILBOX INSTALLATION (MULTIPLE)	EA	1	Two hundred sixty Dollars and zero Cents	260 00	260 00
33	0506	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	250	Twenty Dollars and zero Cents	20.00	5,000 00
34	0506	ROCK FILTER DAMS (REMOVE)	LF	250	Five Dollars and zero Cents	5 00	1,250 00
35	0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	15,264	One Dollars and sixty Cents	1 60	24,422 40
SUB-TOTAL PAVING					Three million three hundred seventeen thousand five hundred forty seven Dollars and thirty eight Cents		3,317,547 38
36	0644	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	44	Four hundred fifty Dollars and zero Cents	450 00	19,800 00
37	0644	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	32	One hundred sixty five Dollars and zero Cents	165 00	5,280 00
38	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	22,277	Zero Dollars and seventy five Cents	0 75	16,707 75

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price in Word	Unit Price ($)	Total Amount ($)
39	0666	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	801	Two Dollars and seventy five Cents	2 75	2,202.75
40	0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	536	Five Dollars and fifty Cents	5 50	2,948 00
41	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	47	Eighty eight Dollars and zero Cents	88 00	4,136 00
42	0666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	7	Ninety three Dollars and zero Cents	93 00	651 00
43	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	3,765	Zero Dollars and forty Cents	0 40	1,506 00
44	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	19 164	Zero Dollars and forty Cents	0 40	7,665 60
45	0666	REF PAV MRK TY II (RED)(NO PARK LANE)	LF	449	Zero Dollars and fifty five Cents	0 55	246 95
46	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	15	Forty Dollars and zero Cents	40 00	600 00
47	0666	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	15	Forty Dollars and zero Cents	40 00	600 00
48	0672	REFL PAV MRKR TY II-A-A	EA	426	Three Dollars and fifty Cents	3 50	1,491 00
49	0672	REFL PAV MRKR TY II-C-R	EA	110	Three Dollars and fifty Cents	3 50	385 00
SUB-TOTAL SIGN AND PAVEMENT MARKINGS					Sixty four thousand two hundred twenty Dollars and five Cents		64,220 05
50	0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	14	Four thousand Dollars and zero Cents	4,000 00	56,000 00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
51	0508	CONSTRUCTING DETOURS	SY	1,991	Thirty six Dollars and zero Cents	36 00	71,676 00
52	0662	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	6,068	Zero Dollars and thirty five Cents	0 35	2,123 80
53	0662	WK ZN PV MK NON-REM (Y) (4")SLD W/MRKR	LF	1,244	Zero Dollars and forty four Cents	0 44	547 36
54	0677	ELIM EXT PAV MRK & MRKS (ALL SIZES)	LF	4,337	Zero Dollars and thirty Cents	0.30	1,301 10
SUB-TOTAL TRAFFIC CONTROL					One hundred thirty one thousand six hundred forty eight Dollars and twenty six Cents		131,648 26
55	0420	CL A CONC(COLLAR)	EA	4	Seven hundred twenty Dollars and zero Cents	720 00	2,880 00
56	0432	RIPRAP (CONC)(6 IN)	CY	90	Two hundred sixty Dollars and zero Cents	260 00	23,400 00
57	0462	PRECAST-REINFORCED CONCRETE BOX CULVERTS (3'x3')	LF	86	One hundred thirty one Dollars and zero Cents	131 00	11,266 00
58	0464	STORM DRAINAGE PIPE (15" REINFORCED CONCRETE PIPE, CLASS III)	LF	260	Forty nine Dollars and zero Cents	49 00	12,740 00
59	0464	STORM DRAINAGE PIPE (18" REINFORCED CONCRETE PIPE CLASS III)	LF	2,188	Forty six Dollars and zero Cents	46 00	100,648 00
60	0464	STORM DRAINAGE PIPE (24" REINFORCED CONCRETE PIPE, CLASS III)	LF	2,902	Fifty one Dollars and zero Cents	51 00	148,002 00
61	0464	STORM DRAINAGE PIPE (30" REINFORCED CONCRETE PIPE, CLASS III)	LF	774	Sixty six Dollars and fifty Cents	66 50	51,471 00
62	0464	STORM DRAINAGE PIPE (36" REINFORCED CONCRETE PIPE, CLASS III)	LF	543	Eighty one Dollars and twenty Cents	81 20	44,091 60

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
63	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET (COMPL) (TYPE "C")	EA	16	Two thousand six hundred Dollars and zero Cents	2,600 00	41,600.00
64	0465	INLET (COMPL)(TY H)(2 5' X 2 5')	EA	2	One thousand eight hundred sixty five Dollars and zero Cents	1,865 00	3,730 00
65	0465	MANH (COMPL)(TY M)(3' X 3')	EA	8	One thousand eight hundred seventy Dollars and zero Cents	1,870 00	14,960 00
66	0465	MANH (COMPL)(TY M)(4' X 4')	EA	6	Two thousand two hundred seventy Dollars and zero Cents	2,270 00	13,620 00
67	0465	MANH (COMPL)(TY M)(5' X 5')	EA	2	Two thousand nine hundred seventy Dollars and zero Cents	2,970 00	5,940 00
68	0465	MANH (COMPL)(TY M)(6' X 6')	EA	1	Three thousand four hundred fourteen Dollars and zero Cents	3,414 00	3,414 00
69	0465	MANH (COMPL)(TY M)(6' X 3')	EA	1	Two thousand three hundred fifty Dollars and zero Cents	2,350.00	2,350 00
70	0465	MANH (COMPL)(TY M)(6' X 4')	EA	1	Two thousand three hundred fifteen Dollars and zero Cents	2,315 00	2,315 00
71	0465	PRE-CAST-REINFORCED CONCRETE CURB INLET EXTENSION FOR (TYPE "C")	EA	3	Eight hundred seventeen Dollars and zero Cents	817 00	2,451 00
72	0466	WINGWALL (PW) (HW=6 FT)	SF	1	Fourteen thousand two hundred eighty Dollars and zero Cents	14,280 00	14,280 00
73	0466	HEADWALL (CH-PW-0)(DIA=24 IN)	EA	1	Two thousand seven hundred fifty Dollars and zero Cents	2,750 00	2,750 00
74	0466	HEADWALL (CH-PW-0)(DIA=24 IN)(MOD)	EA	1	Eight thousand two hundred sixty Dollars and zero Cents	8,260 00	8,260 00
75	0467	SET (TY II)(18 IN)(RCP)(3 1)(C)	EA	26	Three hundred seventy Dollars and zero Cents	370 00	9,620 00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price in Word	Unit Price ($)	Total Amount ($)
76	0467	SET (TY II)(24 IN)(RCP)(3:1)(C)	EA	5	Five hundred forty three Dollars and zero Cents	543.00	2,715 00
77	0467	SET (TY II)(36 IN)(RCP)(3:1)(C)	EA	8	One thousand two hundred Dollars and zero Cents	1,200 00	9,600.00
78	0467	SET (TY II)(24 IN)(RCP)(6:1)(C)	EA	2	Eight hundred twenty six Dollars and zero Cents	826 00	1,652 00
SUB-TOTAL DRAINAGE					Five hundred thirty three thousand seven hundred fifty five Dollars and sixty Cents		533,755 60
79	01025	4" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	67	Forty eight Dollars and fifty Cents	48.50	3,249 50
80	01025	6" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	166	Forty five Dollars and forty Cents	45 40	7,536 40
81	01025	8" PVC (AWWA C900) Class 150, DR-18 water line, by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	8,258	Thirty two Dollars and ninety Cents	32 90	271,688 20
82	01025	10" PVC (AWWA C900) Class 150 DR-18 water line, by open cut or auger construction all depths, including fittings and restraints, complete in place	LF	132	Fifty six Dollars and seventy five Cents	56 75	7,491 00
83	01025	12" PVC (AWWA C900) Class 150 DR-18 water line by open cut or auger construction, all depths, including fittings and restraints, complete in place	LF	408	Sixty eight Dollars and fifty Cents	68 50	27,948 00
84	01025	Bore and jack 16-inch steel casing pipe including water line, fittings, restraints, spacers and end seals, complete in place	LF	40	Two hundred forty six Dollars and zero Cents	246 00	9,840.00
85	01025	Bore and jack 20-inch steel casing pipe including water line, fittings, restraints, spacers and end seals, complete in place	LF	20	Four hundred sixty Dollars and zero Cents	460 00	9,200 00
86	01026	Bore and jack 30-inch steel casing pipe including water line, fittings, restraints, spacers and end seals, complete in place	LF	100	Four hundred thirty four Dollars and zero Cents	434 00	43,400 00
87	01025	6-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	5	Eight hundred eighty eight Dollars and zero Cents	888 00	4,440 00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
88	01025	8-inch Gate valves, AWWA C509 mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place	EA	41	One thousand two hundred fifty Dollars and zero Cents	1,250 00	51,250 00
89	01025	10-inch Gate valves, AWWA C509, mechanical joint, resilient wedge NRS open counter clockwise with valve boxes complete in place	EA	4	One thousand nine hundred ninety Dollars and zero Cents	1,990 00	7,960 00
90	01025	12-inch Gate valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes complete in place	EA	7	Two thousand four hundred twenty Dollars and zero Cents	2,420 00	16,940 00
91	01025	20-inch Butterfly Valve, AWWA C-504, "Rubber-Seated Butterfly Valves", Class 150B	EA	7	Twelve thousand nine hundred Dollars and zero Cents	12,900 00	90,300 00
92	01025	Fire hydrant assembly, AWWA C502, mechanical joint inlet, including 6" gate valve and lead pipe, complete in place	EA	12	Three thousand four hundred fifty Dollars and zero Cents	3,450 00	41,400 00
93	01025	Remove and salvage existing fire hydrant and valve, including delivering removed hydrant and valve to the City's storage yard, complete in place	EA	12	Two hundred six Dollars and zero Cents	206 00	2,472 00
94	01025	4" tapping sleeve and valve assembly including coupling and appurtenances as necessary, complete in place	EA	1	Four thousand five hundred forty Dollars and zero Cents	4,540 00	4,540 00
95	01025	6" tapping sleeve and valve assembly, including coupling and appurtenances as necessary complete in place	EA	1	Four thousand four hundred ninety Dollars and zero Cents	4,490 00	4,490 00
96	01025	8" tapping sleeve and valve assembly, including coupling and appurtenances as necessary complete in place	EA	7	Five thousand sixty Dollars and zero Cents	5,060 00	35,420 00
97	01025	12" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place	EA	1	Seven thousand five hundred fifty Dollars and zero Cents	7,550 00	7,550 00
98	01025	6" wet connection, including coupling and appurtenances as necessary, complete in place	EA	12	Six hundred ninety four Dollars and zero Cents	694 00	8,328 00
99	01025	8" wet connection, including coupling and appurtenances as necessary complete in place	EA	7	Seven hundred twenty Dollars and zero Cents	720 00	5,040 00
100	01025	10" wet connection, including coupling and appurtenances as necessary, complete in place	EA	3	Nine hundred Dollars and zero Cents	900 00	2,700 00
101	01025	12" wet connection, including coupling and appurtenances as necessary, complete in place	EA	1	One thousand forty Dollars and zero Cents	1,040.00	1,040 00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
102	01025	20" wet connection including coupling and appurtenances as necessary, complete in place	EA	9	Three thousand two hundred Dollars and zero Cents	3,200 00	28,800 00
103	01025	1-1/4" to 2" single short side service reconnection complete in place	EA	24	Eight hundred thirty two Dollars and zero Cents	832 00	19,968 00
104	01025	1-1/4" to 2" single long side service reconnection, complete in place	EA	4	One thousand seven hundred sixty Dollars and zero Cents	1,760 00	7,040 00
105	01025	Cut, plug and abandon existing 6" water line complete in place	EA	10	Three hundred sixty three Dollars and zero Cents	363 00	3,630 00
106	01025	Cut, plug and abandon existing 8" water line complete in place	EA	6	Four hundred fifteen Dollars and zero Cents	415 00	2,490 00
107	01025	Cut, plug and abandon existing 10" water line, complete in place	EA	3	Six hundred thirty Dollars and zero Cents	630 00	1,890 00
108	01025	Cut, plug and abandon existing 12" water line, complete in place	EA	1	Eight hundred twenty six Dollars and zero Cents	826 00	826 00
109	01025	Cut, plug and abandon existing 20" water line, complete in place	EA	5	One thousand five hundred Dollars and zero Cents	1,500 00	7,500 00
110	01025	Trench safety for all water line greater than 5' deep including installation, operation and removal, complete in place	LF	12,284	Zero Dollars and fifty Cents	0 50	6,142 00
111	01025	Water meter 2"	EA	1	Nine hundred thirty five Dollars and zero Cents	935 00	935 00
112	01025	20" HDPE (AWWA C906) DR-11 water line, by open cut or auger construction, all depths including fittings and restraints complete in place	LF	3,297	One hundred one Dollars and zero Cents	101 00	332,997 00
113	01025	1" Air Release Valves	EA	1	One thousand six hundred Dollars and zero Cents	1,600 00	1,600 00
114	01025	2" Air Release Valves	EA	4	Two thousand eight hundred twenty eight Dollars and zero Cents	2,828 00	11,312 00
SUB-TOTAL WATER LINE					One million eighty nine thousand three hundred fifty three Dollars and ten Cents		1,089,353 10

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS
BASE BID PROPOSAL

Item No.	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
115	SAWS 848	10" PVC Sanitary Sewer Line (6'-10')	LF	40	Forty two Dollars and seventy Cents	42 70	1,708.00
116	SAWS 848	12" PVC Sanitary Sewer Line (6'-10')	LF	323	Fifty five Dollars and twenty Cents	55 20	17,829 60
117	SAWS 852 1	Sanitary Sewer Manhole	EA	3	Three thousand two hundred Dollars and zero Cents	3,200 00	9,600 00
118	SAWS 855	Connect to Existing MH	EA	1	One thousand thirty Dollars and zero Cents	1,030 00	1030 00
119	SAWS 862	Remove Existing Sanitary Sewer Main	LF	340	Seventeen Dollars and sixty Cents	17 60	5,984 00
SUB-TOTAL WASTEWATER					Thirty six thousand one hundred fifty one Dollars and sixty Cents		36,151 60
TOTAL BASE BID					Five million one hundred seventy two thousand six hundred seventy five Dollars and ninety nine Cents		5,172,675 99

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

BID FORM
STEWART RD PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #1 - THE ADDITION OF 4" TOPSOIL WHERE INDICATED ON PLANS AT THE DISCRETION OF THE COUNTY.							
1	0160	FURNISHING AND PLACING TOPSOIL (4")	SY	55,209	One Dollars and twenty six Cents	✓ 1 26	69,563 34
SUB-TOTAL ALTERNATIVE #1					Sixty nine thousand five hundred sixty three Dollars and thirty four Cents		69,563 34

Item No.	Spec No.	Description	Unit	QTY	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #2 - IN THE EVENT CONSTRUCTION IS COMPLETED WEST OF COVE VIEW BLVD, REPLACE THE ORIGINAL BID ITEMS WITH THE FOLLOWING PAVEMENT DELINEAION ITEMS AS PER SHEET C7 01.							
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	0	Dollars and Cents		
1	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	+346	Dollars and Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	-22,277	Dollars and Cents		
2	0666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	+19,258	Dollars and Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	-47	Dollars and Cents		
3	0666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	+48	Dollars and Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	-3,765	Dollars and Cents		
4	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	+4,137	Dollars and Cents		

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No.	Spec No.	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	-19,164	_____ Dollars and _____ Cents		
5	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	+19,132	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	-426	_____ Dollars and _____ Cents		
6	0672	REFL PAV MRKR TY II-A-A	EA	+461	_____ Dollars and _____ Cents		
SUB-TOTAL ALTERNATIVE #2					_____ Dollars and _____ Cents		

ALTERNATE #3 - THE ADDITION OF SETs AS PER THE PLANS IN SECTION 6

1	0467	SET (TY I)(S= 3 FT)(HW= 3 FT)(3 1)(C)	EA	+1	Four thousand eight hundred Dollars and zero Cents	4,800 00	4,800 00
2	0468	SET (TY II)(15 IN)(RCP)(4 1)(C)	EA	+12	Four hundred fifty Dollars and zero Cents	450 00	5,400 00
3	0468	SET (TY II)(18 IN)(RCP)(4 1)(C)	EA	+39	Four hundred seventy five Dollars and zero Cents	475 00	18,525 00
4	0468	SET (TY II)(24 IN)(RCP)(4 1)(C)	EA	+44	Six hundred fifty Dollars and zero Cents	650 00	28,600 00
5	0467	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	-2	(Eight hundred twenty six) Dollars and zero Cents	(826 00)	(1,652 00)
6	0468	SET (TY II)(24 IN)(RCP)(6 1)(C)	EA	+6	Eight hundred twenty six Dollars and zero Cents	826 00	4,956 00
SUB-TOTAL ALTERNATIVE #3					Sixty thousand six hundred twenty nine Dollars and zero Cents		60,629 00

BID FORM
STEWART RD. PAVING, DRAINAGE AND WATER IMPROVEMENT PROJECT
FROM COVE VIEW BLVD. TO 75th ST, GALVESTON, TEXAS

ALTERNATIVE BID PROPOSALS

Item No.	Spec No	Description	Unit	QTY.	Unit Price In Word	Unit Price ($)	Total Amount ($)
ALTERNATE #4 - REPLACE THE SALVAGING, HAULING, AND STOCKPILING OF ASPHALT PAVEMENT WITH PLANING AND TEXTURING THE PAVEMENT							
1	0305	SALV,HAUL& STKPL RCL APH PV(VAR DEPTH)	SY	-39 843	_____ Dollars and _____ Cents		
1	0354	PLANE ASPH CONC PAV (0" TO 4-1/4")	SY	+39843	_____ Dollars and _____ Cents		

State of Texas Tax Statement of Materials and other charges:

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

The cost of labor, profit, materials not in-place and all other charges $_____

TOTAL. (Must agree with bid) $_____

HALFF

14800 St Mary's Lane Suite 160 • Houston, TX 77079-2943 • (713) 588-2450

Date Issued: December 8, 2011

Bid Addendum 1
BID No.: B121012

Stewart Road Improvements in Galveston, 75th St. to Cove View St
Galveston County, TX
City of Galveston

Please incorporate the following revisions and/or clarifications into the bid.

1) The reference on sheet C0.04 titled "Working Hour Notes" and Page 54 of the bid document, section "Working Hours" was amended to read· "Monday through Friday - 7 AM to 6 PM and Saturday from 9:00 A M. to 6.00 P.M. by request." The rest of the notes in this section shall remain the same
2) Page 55 of the bid document, section "Liquidated damages" is amended to read. "Liquidated damages in the amount of Two Thousand dollars ($2000.00) per day will be assessed for each day beyond the time of completion that the work is not substantially complete "
3) Special requirement for working within the airport ROW: Construction employees will need to come to the Airport main office at 2115 Terminal Drive to be issued an Airport security card. The office is located on the 2nd floor. They will need to bring a photo ID and $2 to purchase the card. The Airport does not perform background checks. Keys will be provided to the on-site superintendent for gate along Stewart Road. Hud Hopkins, the Airport Director (Tel. # 409-741-4609) would be the contact person at the Airport.
4) At all times as directed by the engineer the contractor shall maintain Stewart road driving surfaces and connecting driveways and access points in a safe, even and smooth condition at all times. This includes blading, filling pot holes, base repair, dust control and similar actions to maintain the road in an all weather safe passable condition which will support regular, truck and bus traffic. This is an incidental item and no direct pay will be made for the same.
5) The attached sheets (C0.01; C3.01 – C3.14; C6.02; C6.05, C6.07 – C6.15, C9.03, C9.08 and C9.09) shall replace the equivalent sheets in the construction plans with the same sheet numbers. This change adds the utility signatures on the affected sheets.
6) The attached sheets (C0.08 and C0.09) shall have the subgrade labels changed from "8-IN LIME-STABILIZED SUBGRADE" to "LFA TREAT SUBGRADE (8")"
7) The attached sheets (C9.01-C9.04; C9.06 and C9.10) shall replace the equivalent sheets in the construction plans with the same sheet numbers. This change:
    A Adds the 20" Butterfly Valves and Air Release Valves where necessary.
    B. Deletes one 8" gate valve on sheet C9.02 (station 19+71.73)
    C. Replaces the radius in the 20" water line with bends (adding 4 LF and changes the station callouts from here to beginning station 0+95)
    D. Adds 55 LF of 6" water line

E. Adds one 6" gate valve
F. Adds one wet tap for crossing Stewart Road at 89th Street.

8) The Bid Form has been modified, please use the attached Bid Form reflecting the following changes.
   A. Page 41 of the bid document, Item Number 80 is increased to 166 LF
   B. Page 42 of the bid document, Item Number 88 is reduced to 41 EA.
   C Page 42 of the bid document, Item Number 91 is amended to replace the description "20-inch Gate Valves, AWWA C509, mechanical joint, resilient wedge, NRS open counter clockwise with valve boxes, complete in place" with the following description· "20-inch Butterfly Valve, AWWA C-504, "Rubber-Seated Butterfly Valves", Class 150B"
   D Page 42 of the bid document, add Item Number 95 with the description: "6" tapping sleeve and valve assembly, including coupling and appurtenances as necessary, complete in place" – 1 EA.
   E. Page 42 of the bid document, Item Number 96 is increased to 7 EA
   F. Page 42 of the bid document, Item Number 98 is increased to 12 EA
   G. Page 43 of the bid document, Item Number 102 is increased to 9 EA
   H. Page 43 of the bid document, Item Number 112 is increased to 3,297 LF.
   I. Page 43 of the bid document, Item Number 113 is amended to add: 1" Air release valves, Qty = 1 EA
   J Page 43 of the bid document, Item Number 114 is amended to add: 2" Air release valves, Qty = 4 EA

9) Page 87 of the bid document, Item 0265 LFA Treat Subgrade (8") is amended to adjust the Rate to 66 LB/SY and add the note: "Hydrated lime and fly ash with application rates of 20 lb/yd^2 and 46 lb/yd^2 should be used, respectively, for planning purposes for stabilization to 8-in depth. These application rates correspond to 3% lime and 7% fly ash by dry weight for solid having an average dry unit weight of 110 lb/ft^3."
10) Pages 141-142 of the bid document: The HDPE Cell Classification Number shall be changed from "445574E" to "445574C" in sections 2.01.A, 2 01.E, and 2.03.A This changes the cell classification color from blue to black.
11) The attached specification (Item No. 511S – Water Valves) shall be used to bid and construct the air release valves. Section 511S.3, Part B (Butterfly Valves) is amended to include the following statement: "Stainless steel bolts shall be required for all Mechanical Joint fittings "
12) The attached detail (Standard No. 511S-1A) shall be used to bid and construct the air release valves
13) The attached City of Galveston details shall be used to bid and construct the water lines and appertenances.

All other terms & conditions remain unchanged.

End of Addendum

Direct all questions to.

Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County

This Addendum must be *Signed & Returned* with your bid.

Authorized Signature of Bidder

Company Name

Approved

Maen Houram
Project Manager
Halff Associates Inc.

HALFF

14800 St Mary's Lane Suite 160 • Houston, TX 77079-2943 • (713) 588-2450

Date Issued: December, 8 2011

Bid Addendum 2
BID No.: B121012

Stewart Road Improvements in Galveston, 75th St to Cove View St
Galveston County, TX
City of Galveston

Please incorporate the following revisions and/or clarifications into the bid.

1) Bid Item #72 "WINGWALL (PW) (HW=6FT)" on the bid form has been modified. Please amend the Bid quan / unit to "EA".
2) The City of Galveston WILL NOT accept compact fittings to be utilized in lieu of full body fittings.
3) Water plans were erroneously printed at 97% scale The successful contractor will be provided a revised set of plans.
4) Note #3 on the water line sheets (C9 01 – C9 09) to be stricken.
5) The Specification referenced for "BID ITEMS 112 – 116" references San Antonio Water system specs and can be accessed at : "http://www.saws org/business_center/specs/constspecs/"
6) Removal of the base material under the asphalt will be paid for under "ITEM 0110" The average thickness is about 8" as per the Geotechnical report.
7) The revised cover sheet under Sanitary Sewer Plans included in addendum 1 shows the sheet umbers to be "C5.01-C5 04". Sheet C5.04 was omitted in the final plans.
8) The proposed Signal pole locations shown on plan sheet number C8 01 are for information purposes only. The poles are not included as part of this contract.
9) General Note #13 (sheet C0.04) refers to any area not included in the construction plans which may be disturbed by the Contractor
10) Section IV – General Terms & Conditions - #22 Utilities "Contractor shall be responsible for any charges which may be made by any city or utility companies for the work performed by Contractor". To further clarify the note If Utilities are damaged by the contractor operations, then the contractor is responsible for the repair costs.
11) Slip form paver IS NOT required for construction of the CRCP pavement as per item 360.
12) The Tee called for as 8"X8" on line B at station 8+44.36 should be changed to (8"X10").
13) Replace Alternate 2 in the BID form with the attached bid form for that alternate
14) Details for butterfly valve are attached.
15) Section 02609 HDPE PIPE AND FITTINGS is amended as follows:
    1.03 C – "AWWA C900 or AWWA C905" is changed to "AWWA C906"
    2 01 B – replace with "B. All pipe will include a continuous line of blue resin to indicate its use as a water line
    2 01 E – "the nominal pipe IPS size" is changed to "the nominal pipe DIPS size"
    2.02 A – "class 200 or greater" is changed to "class 160 or greater"

2 02 G – "Class 200" is changed to "Class 160"
2 02 K – is deleted
"Note: all fittings shall be HDPE except adapters per 2 02I"
Please refer to the attached marked up of this section 02609

All other terms & conditions remain unchanged.

End of Addendum

Direct all questions to.

Rufus G. Crowdei, CPPB
Purchasing Agent
Galveston County

This Addendum must be *Signed & Returned* with your bid.

Authorized Signature of Bidder

Company Name

Approved

Maen Hourani
Project Manager
Halff Associates Inc.

THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

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

December 9, 2011

RE: ADDENDUM #3
Bid #B121012, Stewart Road Improvements in Galveston 75th Street to Cove View Street

To All Prospective Bidders,

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

OPENING DATE:
Bid #B121012, Stewart Road Improvements in Galveston 75th Street to Cove View Street originally scheduled to be opened on Tuesday, December 13, 2011 at 2 00 p m has been re-scheduled The new deadline for submitting bids is as follows·

Date: Tuesday, December 20, 2011
Time: 2:00 p.m.

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

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

Please excuse us for any inconvenience that this may have caused

Sincerely,

Gwen McLaren, CPPB
Gwen McLaren, CPPB
Assistant Purchasing Agent
Galveston County

HALFF

14800 St Mary's Lane Suite 160 • Houston, TX 77079-2943 • (713) 588-2450

Date Issued December, 12 2011.

Bid Addendum 4
BID No.: B121012

Stewart Road Improvements in Galveston, 75th St to Cove View St.
Galveston County, TX
City of Galveston

Please incorporate the following revisions and/or clarifications into the bid.

1) Alternates Two (2) and Four (4) are deleted in its entirety The bid proposal form will not be re-issued.
2) The County reserves the right to award the bid with or without any combinations of the alternates.

All other terms & conditions remain unchanged

End of Addendum

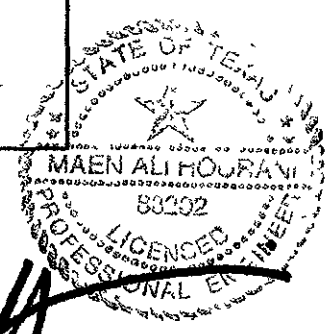
Direct all questions to:

Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County

This Addendum must be *Signed & Returned* with your bid

Authorized Signature of Bidder

Company Name



Approved _____

Maen Hourani
Project Manager
Halff Associates Inc

HALFF

14800 St Mary's Lane Suite 160 • Houston, TX 77079-2943 • (713) 588-2450

Date Issued. December, 19 2011

Bid Addendum 5
BID No.: B121012

Stewart Road Improvements in Galveston, 75th St to Cove View St
Galveston County, TX
City of Galveston

Please incorporate the following revisions and/or clarifications into the bid.

1) The attached file provides the earthwork quantities at each station corresponding to the cross sections in the construction plans
2) Item number 11 in Addendum number 1 is deleted. Carbon steel bolts would be acceptable for underground MJ fittings
3) The transition at the beginning of the project (West End – Detail "A-A") is incidental to the construction activities to be completed at no additional cost to the County.

All other terms & conditions remain unchanged

End of Addendum

Direct all questions to

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

This Addendum must be *Signed & Returned* with your bid

Authorized Signature of Bidder _____ Company Name _____

Approved _____
Maen Hourani
Project Manager
Halff Associates Inc

CONTRACT AWARD

CONTRACT FOR: **Stewart Road Paving, Drainage, Water and Wastewater Improvement Project**

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 1084

Bid No. B121012

Contractor: RW Lucas Construction

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**
WATER LINE SPECIFICATIONS

Special Specifications **PORTABLE CHANGEABLE MESSAGE SIGN**

Special Provisions: **To Items 1 thru 9**
IMPORTANT NOTICE TO CONTRACTORS ~ UTILITY ADJUSTMENT
USE OF PUBLIC ROADS AND STREETS
PREPARING OF RIGHT OF WAY
SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT
PLANING AND TEXTURING PAVEMENT
MOBILIZATION
WATER LINE CHANGES IN ALIGNMENT
WATER LINE INSTALLATION

DRAWINGS **PLAN SHEETS 1 THRU 199 BY HALFF ASSOCIATES**
ADDENDA. **ADDENDUM 1,2,3,4 & 5**

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 390 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 Million Three Hundred and Two Thousand Eight Hundred Sixty Eight and Thirty Three Cents

Dollars and No/100 ($ 5,302,868.33), 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 02/07, 2012

EXECUTED this 16 day of February, 2012

COUNTY OF GALVESTON, TEXAS

BY: Mark Henry
MARK HENRY, County Judge

ATTEST.

DWIGHT D SULLIVAN, County Clerk
By: Brandy Chapman Deputy
Brandy Chapman

CONTRACTOR
RW Lucas Construction

BY:
Signature - Title
Ryan Lucas, President

SECTION III

Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: STEWART ROAD PAVING, DRAINAGE, WATER AND WATEWATER IMPROVEMENT PROJECT

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.

SCOPE:

It is the intent of these specifications to secure a contract to furnish labor, equipment, materials and incidentals as required to:

1. Reconstruct Stewart Road between Cove View Boulevard and 83rd Street to consist of a 2-lane concrete road with open ditches, continuous two-way left turn lane, 5' bike lanes on both sides of the roadway, and storm sewer lines and waterlines within these limits
2. Reconstruct Stewart Road between 83rd Street and 81st Street to consist of a two-lane concrete road with curb on the south side and open ditch on the north side, continuous two-way left-turn lane, 5' bike lanes on both sides of the roadway, a 5' sidewalk on the south side of the roadway, and storm sewer lines and waterlines within these limits.
3. Reconstruct Stewart Road between 81st Street and 75th Street to consist of a two-lane concrete curb road with continuous two-way left-turn lane, 5' bike lanes on both sides of the roadway, 5' sidewalks on both sides of the roadway, and storm sewer lines and waterlines within these limits

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 Avenue, Galveston, Texas 77550
Telephone No.: (409) 770-5554

GENERAL

The County reserves the right to award the contract with or without any of the or all additive alternates.

Before approval of the final payment and release of retainage, the contractor shall execute the following forms and deliver them to the County:

AIA Form G706 – Contractors Affidavit of payment of Debts and Claims.
AIA Form G706 A – Contractors Affidavit of Release of Liens
AIA Form G707 – Consent of Surety to Final Payment
AIA Form G707 A – Consent of Surety to Reduction in or Partial Release of Retainage.

The Contractor will be required to make submittals on all materials for pre-delivery approval.

All advance warning signs to be set three 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 or approved City Streets Hauling of equipment is also restricted to State Highways or approved City Streets.

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

Contractor is only permitted to perform the work during the following hours:

Monday through Friday 8 AM – 5 PM

It may be necessary to alter these hours to accommodate Galveston promotional activities. The contractor and construction manager shall coordinate with the City of Galveston as necessary to accomplish the work with minimal disruption to nearby residents. No work can be performed from Saturday through Monday for the Memorial Day and Labor Day holiday weekends.

DUST CONTROL

The contractor shall continuously control dust by whatever means necessary to he satisfaction of the County throughout the duration of the project. Dust control shall not be a direct pay item but shall be incidental with no direct pay

LIQUIDATED DAMAGES

Liquidated damages in the amount of One Thousand dollars ($2000 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 390 calendar days from the date of the Notice to Proceed.

PORTABLE MESSAGE SIGNS

The contractor will furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units The PCMS units must be capable of being elevated to at least 7 ft above the roadway surface from the bottom of the sign and capable of being rotated 360 degrees and secured against movement in any position For further information, please refer to TxDOT's special specification 6834 as amended in this document. Additionally, the contractor shall provide door hanger construction notice with traffic detours to residents prior to start of construction

MAIL BOXES/ MAIL DELIVERIES

The area between 75th and 83rd streets is Postal walk-in Routes and access to the residents must be maintained at all times. The Mail Carrier will be able to utilize access on private property as long as no impediments to his route are present such as fences The Contractor must accommodate the postal service and provide walk-in access at all times. The Contractor must also take care in the removal and replacement of the mailbox within the Right of Way.

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, except as shown on the plans as being part of the contractors bid for the construction of this project. 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 other than as specified in the bid forum, 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 incidental to the various bid items and will not be paid for directly

FIELD OFFICE

For this project the Contractor will have to provide a field office. No separate payment shall be made for same

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".

SPECIAL REQUIREMENTS:

1) The attached schedule of wages per hour for this Contract follow:

Wage Rates

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.

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.

END OF GENERAL DECISION

AIA Forms

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.

AIA DOCUMENT G706A • CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS • APRIL 1970 EDITION • AIA®
© 1970 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D C 20006

ONE PAGE

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 (there insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (there 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 (there 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

AIA DOCUMENT G707 • CONSENT OF SURETY COMPANY TO FINAL PAYMENT • APRIL 1970 EDITION • AIA®
© 1970 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

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 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 occurrence

4) Personal injury, with Employment Exclusion deleted.
   $100,000 00 Each occurrence

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 coverage 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 on or before 45 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
722 Moody, Suite 200
Galveston, TX 77550
Fax (409) 766-4590

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

SECTION V
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2004)", as published by the Texas Department of Transportation (TxDOT), by reference and the individual documents listed below are hereby recognized as being the project Technical Specifications.

STANDARD SPECIFICATIONS

ITEM 0100 PREPARING ROW
ITEM 0104 REMOVING CONCRETE
ITEM 0110 EXCAVATION
ITEM 0132 EMBANKMENT
ITEM 0160 TOPSOIL
ITEM 0164 SEEDING FOR EROSION CONTROL
ITEM 0168 VEGETATIVE WATERING
ITEM 0265 FLY ASH OR LIME – FLY ASH TREATMENT (ROAD-MIXED)
ITEM 0305 SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT
ITEM 0360 CONCRETE PAVEMENT
ITEM 0400 EXCAVATION AND BACKFILL FOR STURCTURES
ITEM 0420 CONCRETE STRUCTURES
ITEM 0432 RIPRAP
ITEM 0462 CONCRETE BOX CULVERT AND STORM DRAINS
ITEM 0464 REINFORCED CONCRETE PIPE
ITEM 0465 MANHOLES AND INLETS
ITEM 0466 HEADWALLS AND WINGWALLS
ITEM 0467 SAFETY END TREATMENT
ITEM 0479 ADJUSTING MANHOLES AND INLETS
ITEM 0496 REMOVING STRUCTURES
ITEM 0500 MOBILIZATION
ITEM 0502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 0506 TEMPORARY EROSION, SEDIMENT, AND ENVIRONMENTAL CONTROLS
ITEM 0508 CONTRUCTING DETOURS
ITEM 0529 CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER
ITEM 0530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS
ITEM 0531 SIDEWALKS
ITEM 0560 MAILBOX ASSEMLIES
ITEM 0644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES
ITEM 0662 WORK ZONE PAVEMENT MARKINGS
ITEM 0666 REFLECTORIZED PAVEMENT MARKINGS
ITEM 0672 RAISED PAVEMENT MARKERS
ITEM 0677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

WATER LINE SPECIFICATIONS

SECTION 01000
01025 Measurement and Payment for Water Line Construction

SECTION 01500
01526 Trench Safety System

SECTION 02200
02227 Excavation and Backfill for Utilities
02229 Utility Backfill Material
02252 Cement Stabilized Sand

SECTION 02600
02603 Frames, Grates, Rings, and Covers
02604 Valve Boxes, Meter Boxes, and Meter Vaults
02607 Adjusting Manholes, Inlets, and Valve Boxes to Grade
02609 HDPE Pipe and Fittings
02610 Ductile Iron Pipe and Fittings
02611 Steel Pipe and Fittings
02620 PVC Pipe
02626 Tapping Sleeves and Valves
02627 Water Meters
02628 Augering Pipe for Waterlines
02629 Polyurethane Coating on Steel or Ductile Iron Pipe
02630 Polyethylene Wrap
02640 Gate Valves
02641 Butterfly Valves
02645 Fire Hydrant Assembly
02664 Water Mains
02665 Residential Water Service Connections and/or Reconnections
02667 Wet Connections
02669 Cut, Plug, and Abandonment of Mains
02675 Disinfection of Waterlines
02676 Hydrostatic Testing of Pipelines

SPECIAL SPECIFICATIONS

1. PORTABLE CHANGEABLE MESSAGE SIGN

SPECIAL PROVISIONS

SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

SPECIAL PROVISIONS TO ITEMS 1 THROUGH 9
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS ~ UTILITY ADJUSTEMTENT"
SPECIAL PROVISION "USE OF PUBLIC ROADS AND STREETS"
SPECIAL PROVISION "PREPARING OF RIGHT OF WAY"
SPECIAL PROVISION "SALVAGING, HAILING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT"
SPECIAL PROVISION "PLANING AND TEXTURING PAVEMENT"
SPECIAL PROVISION "MOBILIZATION"
SPECIAL PROVISIONS TO WATER LINE - CHANGES IN ALIGNMENT
SPECIAL PROVISIONS TO WATER LINE - INSTALLATION

BASIS OF ESTIMATE

ITEMS	DESCRIPTION	RATE	BASIS
0110	EXCAVATION (ROADWAY)	AVG END AREA	11,728 CY
0168	VEGETATIVE WATERING	28,000 GAL/AC/WK	8 WK
0265	LFA TREAT SUBGRADE (8")	46 LB/SY	65,149 SY

SECTION 01025

MEASUREMENT AND PAYMENT FOR WATER LINE CONSTRUCTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A Procedures for measurement and payment plus conditions for nonconformance assessment and nonpayment for rejected products.

1.02 AUTHORITY

A Measurement methods delineated in Specification sections are intended to complement the criteria of this section. In the event of conflict, the requirements of this Specification section shall govern.

B Measurements and quantities submitted by the Contractor will be verified by the Engineer.

C Contractor shall provide necessary equipment, workers, and survey personnel as required by Engineer to verify quantities.

1.03 UNIT QUANTITIES SPECIFIED

A Quantity and measurement estimates stated in the Agreement are for contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Engineer shall determine payment as stated in the General Conditions.

B If the actual Work requires greater or lesser quantities than those quantities indicated in the Bid Proposal, provide the required quantities at the unit prices contracted, except as otherwise stated in the General Conditions.

1.04 MEASUREMENT OF QUANTITIES

A Measurement by Weight will be measured by CRSI or AISC Manual of Steel Construction weights or scale weights.

B Measurement by Volume:

1 Stockpiles: Measured by cubic dimension using mean length, width, and height or thickness.

2 Excavation and Embankment Materials. Measured by cubic dimension using the in place average end area method.

C Measurement by Area: Measured by square dimension using mean length and width or radius.

D Linear Measurement. Measured by linear dimension, at the item centerline or mean chord.

E Stipulated Price Measurement: By unit designated in the agreement.

F Other: Items measured by weight, volume, area, or lineal means or combination, as appropriate, as a completed item or unit of the Work.

G Measurement by Each: Measured by each instance or item provided.

H Measurement by Lump Sum: Measure includes all associated work.

1.05 PAYMENT

A Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services, and incidentals, and erection, application or installation of an item of the Work; and Contractor's overhead and profit.

B Total compensation for required Unit Price Work shall be included in Unit Price bid in Bid Proposal. Claims for payment as Unit Price Work, but not specifically covered in the list of unit prices contained in Bid Proposal, will not be accepted.

C Interim payments for stored materials will not be made unless allowed in Special Conditions. Such materials must be stored on the job site or at a location approved by the Engineer.

D Progress payments will be based on the Engineer's observations and evaluations of quantities incorporated in the Work multiplied by the unit price.

E Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities determined by Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.06 NONCONFORMANCE ASSESSMENT

A Remove and replace the Work, or portions of the Work, not conforming to the Contract Documents.

B If, in the opinion of Engineer, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies:

1 The nonconforming Work will remain as is, but the unit price will be adjusted to a lower price at the discretion of Engineer.

2 The nonconforming Work will be modified as authorized by the Engineer, and the unit price will be adjusted to a lower price at the discretion of Engineer, if the modified work is deemed to be less suitable than originally specified.

C Specification sections may modify these options or may identify a specific formula or percentage price reduction.

D The authority of Engineer to assess the nonconforming work and identify payment adjustment is final.

1.07 NONPAYMENT FOR REJECTED PRODUCTS

A Payment will not be made for any of the following:

1 Products wasted or disposed of in a manner that is not acceptable to Engineer.

2 Products determined as nonconforming before or after placement.

3 Products not completely unloaded from transporting vehicle.

4 Products placed beyond the lines and levels of the required Work.

5 Products remaining on hand after completion of the Work, unless specified otherwise.

6 Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

A. It is the intent of the Proposal that the aggregate bid amount as submitted shall cover all work required by Contract Documents in place, complete, and ready for use.

B. Unit prices in the Proposal include all compensation for full completion of all work items in place, and include providing all labor, materials, tools, equipment, services, supplies, incidentals and all necessary operations.

C. Work to protect items to remain by installation of temporary construction; including posting of warning signs, placement of protective fencing, barriers, barricades and covers, and restoration of damaged items to remain; will be considered incidental to the various pay items and no separate payment for this work will be made.

D. Work necessary to HAUL materials from original positions to points of disposition, including excavation of earth materials and utilization in construction or other disposition, will be considered incidental to the various pay items and no separate payment for this work will be made. No separate payment will be made for HAUL only.

E. Work necessary to provide proper drainage during construction; including maintaining sections, existing ditches, channels, culverts, and sewers and including temporary construction, pumping and maintenance of ditches and drainage ways, will be considered incidental to the various pay items and no separate payment for this work will be made.

F. No costs in connection with work required by the Contract Documents for proper and successful completion of the Contract will be paid outside of or in addition to unit prices submitted in the Bid Proposal

G. Work and materials not specifically set forth in the Bid Proposal as unit price pay items shall be considered subsidiary obligations of Contractor and costs shall be included in unit prices named in the Bid Proposal. For the Contractor to be considered a Qualified Responsive Low Bidder, a Statement of Qualifications must be submitted as required by the Instructions to Bidders showing similar work has been performed by the Contractor. A Contractor who submitted a bid on this project must consider himself qualified to perform and prepare a unit price bid for the work described in the Contract Documents and fully understand what work and materials are required to complete the project. The contract unit price proposal is to be full compensation for all work and materials needed to complete the project described in the Contract Document. Any work or materials not specifically called out in the unit price bid proposal shall be incidental to the project. In preparing the bid for this project, Contractor shall request clarification from the Engineer for any item he feels may have been omitted from the unit price bid proposal. The Contractor, who has done similar work who considers himself qualified to prepare the unit price bid proposal, by submitting his bid, acknowledges that the total price bid is adequate for completing the entire project described in the Contract.

PART 4 UNIT PRICES

4.01 PVC WATER LINE INSTALLATION BY OPEN CUT OR AUGERED CONSTRUCTION

A. Water lines will be measured by the linear foot of pipe installed for all depths and for each size and type and shall be measured horizontally from centerline of fitting to centerline of fitting and no deduction in length will be made for valves or fittings.

B. This shall be full compensation for providing all labor, materials, tools, equipment, necessary operations and all incidentals to install the pipe in place by open cut or augered construction.

C. In the event the alignment (horizontal and vertical) of the proposed water line is changed due to field conditions, any additional fittings such as tees, crosses, thrust blocking, reducers, bends, and any appurtenances necessary shall be incidental to the cost of pipe installed. Payment for additional length of pipe installed (regardless of depth) shall be made at the bid unit price in the Contract.

D. No water line will be paid for until tested and disinfected.

E. The cost of fittings, tees, crosses, thrust blocking, joint restraints, reducers, tracer wire, bends and plugs shall be incidental to the various sizes of pipe to be installed and no separate pay item shall be allowed, but the cost thereof should be included in the price bid for the various sizes of pipe to be installed.

F. Fittings shall include all concrete blocking.

G Incidental items include all pavement, sidewalk, curb and driveway removal and replacement unless indicated otherwise on the Plans, bedding and backfill including cement stabilized sand backfill where backfill is under pavements or alleys (paved or non-paved), and all surface and site restoration and all testing.

H. Portions of the water line indicated on the Plans shall be accomplished by augered construction, and any other areas identified in the field. In the event the Contractor chooses to install the water line by open cut construction in locations designated as auger, no separate payment shall be made for surface restoration including pavement, sidewalk, driveway and curb removal and replacement unless approved by the Engineer prior to the work being done.

I. Contractor shall fill annular space around pipe in auger hole with drilling mud at no additional cost to the project.

4.02 STEEL CASING PIPE

A. The unit bid price for steel casing shall include furnishing the casing, installing in open cut trench or by bore and jack, installing the water line in the casing including spacers, and sealing the ends of the casing per the specifications at the sizes indicated in the bid proposal.

B. Casing will be measured horizontally by the linear foot of casing, installed in open cut trench or by bore and jack construction.

C. Water line pipe installed in steel casing will be incidental to the unit price bid for the casing pipe.

D. Incidental items include all pavement, sidewalk, curb and driveway removal and replacement unless indicated otherwise on the Plans, cement stabilized sand bedding and cement stabilized sand backfill where backfill is under pavements, and all surface and site restoration and all testing.

4.03 GATE VALVES

A. Gate valves will be measured by the number of each size installed and will be paid for at the applicable contract unit bid price listed in the proposal.

B. The cost of the valve box for gate valves will not be paid for separately, but will be included in the bid price for the gate valve.

C. Unit price shall include all concrete blocking

4.04 FIRE HYDRANT ASSEMBLY

A. Fire hydrant assembly shall be measured by the number, each, to be installed and paid for at the contract unit bid price.

B. Unit price shall include all concrete blocking, tie rods, drainage medium, fittings, bends and gate valves, as well as lead pipe and barrel pipe, as necessary, to complete the work. Main line tee shall be included in the unit price for water main.

C. The work shall be performed as per the detail shown on the plans.

4.05 REMOVE & SALVAGE EXISTING FIRE HYDRANTS AND VALVES

A. This item consists of the removal of existing fire hydrants and valves as called for on the drawings.

B. Removal and salvage of fire hydrant shall be measured and paid for by each fire hydrant delivered to the City of Galveston and will include all costs for removal (includes removal and disposal of lead pipe and associated appurtenances), storage and delivery of the fire hydrants to a location requested by the City.

C. Removal and salvage of valves shall be measured and paid for by each valve removed and delivered to the City of Galveston and will include all costs for removal, storage, and delivery of the valves to a location requested by the City. In line valves on existing lines being abandoned shall be closed watertight, plugged, thrust blocked and the operating nut on said valve be cut off. All valve boxes on abandoned lines shall be removed, except those in paved area that is to be reconstructed. Those located in paved areas that are not to be reconstructed as part of this project, shall be poured full of concrete and the cap shall be permanently removed at no additional cost to the project (No separate pay).

D. Contractor shall obtain written and signed receipt from the City of Galveston verifying delivery of fire hydrant and valve prior to payment.

4.06 TAPPING SLEEVE AND VALVE

A Tapping sleeve and valve shall be measured for each tap made and paid for at the contract unit bid price.

B. The cost of the valve box and gate valve will not be paid for separately, but shall be included in the bid price for the tapping sleeve and valve.

C. Unit price shall include all concrete blocking.

4.07 CONNECTION TO EXISTING WATER LINES

A. 3-inch and under - connection to existing 3-inch and smaller lines shall be paid for at the contract unit bid price.
   1. All pipe used in the connection shall be paid for at the unit bid price for each size water line.
   2. All pipe removed to make connection shall be incidental to cost of connection

B. 6-inch and over - connection to existing larger lines, over 3-inches, shall be paid for at the contract unit bid price.
   1. Standard wet connection or connection by use of tee or cross shall be considered one connection.
   2. Connection by use of tapping sleeve and valve shall be paid for at the bid unit price described as "tapping sleeve and valve" and shall include the valve.
   3. All pipe removed to make connection shall be incidental to cost of connection.

C. 2-inch standard connection – connection of 2-inch water line to any size water line shall be paid for at the contract unit bid price.
   1. All fittings, saddles, pipe and tools required to make the connection shall be incidental to the cost of the connection
   2. All pipe removed to make connection shall be incidental to cost of connection.

4.08 WATER SERVICE LINE (SHORT AND LONG)

A. This item shall apply for service line (long and short) tie-ins to newly installed water mains and service line (short and long) tie-ins to water mains not designated for replacement.

B. This item will be paid for each service line installed and reconnected at all depths and for all sizes. In the event water service tubing is in excess of the average linear footage outlined below, measure and pay for extra service line tubing (as applicable) at Contract Unit Price bid per linear foot
   1. Measure service line tubing by following average footage per type of residential service:
      a. Single Short Side: 12-feet
      b. Single Long Side: 60-feet

C. This shall be full compensation for providing labor, materials, tools, equipment, incidental, necessary operations. Incidental items include all pavement, sidewalk, curb and driveway removal and replacement unless indicated otherwise on the Plans, cement stabilized sand bedding and cement stabilized sand backfill where backfill is under pavements, and all surface and site restoration and all testing Any hand excavation necessary while working in close proximity to trees, utilities, fences, etc. shall not be paid for separately and shall be included in the unit price bid for related item.

4.09 CUT, PLUG AND ABANDON EXISTING WATER LINE

A. This item shall be measured and paid for by each water line cut, plugged and abandoned as shown on the plans, regardless of the depth, at the sizes indicated in the bid proposal. The Contractor shall transfer all affected services to the proposed mains prior to abandonment of existing mains and shall obtain City's concurrence prior to performing the abandonment.

B. This shall be full compensation for providing all labor, materials, tools, equipment necessary operations and all appurtenances to cut, plug and abandon existing water line in place, removal of pipe if necessary, and install plug on existing water line remaining in service.

4.10 PAVEMENT REPAIR

A. This item shall only apply to areas designated for pavement removal and replacement as shown on the plan drawings.

B. This item consists of a pavement repair required as part of the water line installation. In the event the limits of the pavement removal and replacement exceed the limits shown on the plans the Contractor shall obtain prior approval from the City and the Engineer. In those instances payment shall be made at the bid unit price. Any other areas not shown on the drawings where pavement removal and replacement is necessary shall be incidental to the cost of the project. The Contractor shall obtain prior approval from the City if pavement removal and replacement is necessary in an area not designated on the plan drawings.

C. This bid item includes all work to sawcut, remove the existing pavement or roadway material, and replace the pavement section to the existing thickness or thicker and replace the pavement section to equal or better than the existing pavement section.

Pavement sections thicknesses shall match existing pavement thickness and in no case will be less than the following thicknesses:

1. Concrete: 6-inch reinforced concrete (Driveways)*
   8-inch reinforced concrete (Roadways)*
   * doweled into existing concrete, compacted subgrade
   4-inch reinforced concrete (Sidewalks)
2. Asphalt Overlay. 1-inch (min.) on top of concrete
3. Asphalt Pavement: 2-inch (min.) asphaltic concrete,
   8-inch Black Base subgrade.

D. Highway Department Right-of-Way - Pavement shall match existing and meet TxDOT's requirements.

E. Contractor shall refer to the appropriate specifications for other items which may affect measurement and payment. No payment will be made for work outside maximum payment limits, or in areas removed or replaced for Contractor's convenience.

F. This item shall be payment for all work necessary to satisfactorily complete the removal and replacement complete in place

G. In the event the pavement to be removed and replaced is concrete pavement with asphalt overlay, the cost of replacing the asphalt to match the existing shall be incidental to the cost of concrete removal and replacement bid item.

4.11 TRENCH SAFETY REQUIREMENTS

A. As per Section 01526.

B. Measurement for trench safety systems used on trench excavations is on a linear foot basis measured along the centerline of the trench as indicated in the Bid Proposal, including manholes and other line structures. No separate measurement will be made for shoring systems used by the Contractor for protection unless identified as Special Shoring on the Drawings or Timber Shoring required to be left in place. Shoring, other than Special Shoring or Timber Shoring required to be left in place, will be included in the trench safety system measurements.

C. No payment will be made for trench safety systems for structural excavations under this section. Include payment for trench safety system in applicable structure installation sections.

D. This item will be paid by unit price bid.

E. This shall be full compensation for all work required to comply with the State of Texas Trench Safety Act, including the design of an appropriate system by a registered Engineer.

F. For depths less than 5-feet the Contractor shall implement all necessary measures to obtain and maintain safe trench conditions. Non-payment for trenches at depths less than 5-feet in no way relieves the Contractor of his obligation to maintain a safe trench system.

G. Depth measurement shall be performed from the highest edge of the trench to the bottom of the trench. The measurement of the trench depth shall be to the closest foot and shall apply to the payment depth range as follows:

Actual Depth Measurement	Depth Payment Range
0 to 4.9-feet	No Payment
5.0-feet and above	As per bid proposal

4.12 MISCELLANEOUS ALLOWANCE AS DIRECTED BY THE ENGINEER

A. This item shall be utilized for payment for miscellaneous items as directed by the Engineer upon approval by the City.

B. This item will only be utilized upon prior approval by the City.

END OF SECTION

SECTION 01526

TRENCH SAFETY SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Trench safety system for the construction of trench excavations.

B. Trench safety system for structural excavations which fall under provisions of State and Federal trench safety laws.

1.02 UNIT PRICES

A. Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures.

1.03 DEFINITIONS

A. A trench is defined as a narrow excavation (in relation to its depth) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.

B. The trench safety system requirements apply to larger open excavations if the erection of structures or other installations limits the space between the excavation slope and the installation to dimensions equivalent to a trench as defined

C. Trench Safety Systems include both Protective Systems and Shoring Systems but are not limited to sloping, sheeting, trench boxes or trench shields, slide rail systems, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

1. Protective Systems: A method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of an adjacent structure.

2. Shoring System: A structure that supports the sides of an excavation and which is designed to prevent cave-ins, or to prevent movements of the ground affecting adjacent installations or improvements.

3. Special Shoring: A shoring system meeting Special Shoring Requirements for locations identified on the Drawings.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of the applicable specification.

B. Submit a safety program specifically for the construction of trench excavation. Design the trench safety program to be in accordance with OSHA 29 CFR 1926.650 – 1926.652 standards governing the presence and activities of individuals working in and around trench excavations, and in accordance with any Special Shoring requirements at locations shown on the Drawings.

C. Have construction and shop drawings for trench safety systems sealed as required by OSHA by a licensed Professional Engineer retained and paid by the Contractor.

D. Review of the safety program by the Engineer will only be in regard to compliance with the Contract Documents and will not constitute approval by the Engineer nor relieve Contractor of obligations under State and Federal trench safety laws.

1.05 REGULATORY REQUIREMENTS

A. Install and maintain trench safety systems in accordance with OSHA standards, 29 CFR 1926.650 - 1926.652.

B. A reproduction of the OSHA standards included in "Subpart P - Excavations" from the Federal Register Vol. 54, No. 209 is available upon request to Contractors bidding on Owner's projects The Owner assumes no responsibility for the accuracy of the reproduction. The Contractor is responsible for obtaining a copy of this section of the Federal Register.

C. Legislation that has been enacted by the Texas Legislature with regard to Trench Safety Systems, is hereby incorporated, by reference, into these specifications. Refer to Chapter 756, Subchapter C, Health and Safety Code.

D. Reference materials, if developed for a specific project, will be issued with the Bid Documents, including the following:

1. Geotechnical information obtained for use in design of the trench safety system.

2. Special Shoring Requirements.

1.06 INDEMNIFICATION

A. Contractor shall indemnify and hold harmless the Owner, its employees, and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this Contract.

B. Contractor acknowledges and agrees that this indemnity provision provides indemnity for the Owner in case the Owner is negligent either by act or omission in providing for trench safety, including, but not limited to safety program and design reviews, inspections, failures to issue stop work orders, and the hiring of the Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 INSTALLATION

A. Install and maintain trench safety systems in accordance with provisions of OSHA 29 CFR 1926.650 - 1926.652.

B. Install specially designed trench safety systems shall be installed in accordance with the Contractor's trench excavation safety program for the locations and conditions identified in the program. Install Special Shoring at the locations shown on the Drawings.

C. Obtain verification from a competent person, as identified in the Contractor's trench excavation safety program, that trench boxes and other premanufactured systems are certified for the actual installation conditions.

3.02 INSPECTION

A. Conduct daily inspections by Contractor or Contractor's independently retained consultant, of the trench safety systems to ensure that the installed systems and operations meet OSHA 29 CFR 1926.650 - 1926.652 and other personnel protection regulations requirements.

B. If evidence of possible cave-ins or slides is apparent, immediately stop work in the trench and move personnel to safe locations until necessary precautions have been taken to safeguard personnel.

C. Contractor shall maintain a permanent record of daily inspections.

3.03 REMOVAL

A. Bed and backfill pipe to a point at least one (1) foot above top of pipe or other embedded items prior to removal of any portion of trench safety system. Bedding and backfill to be in accordance to the applicable specification items. Backfilling and removal of trench supports shall be in accordance with Contractor's Trench Excavation and Shoring Safety Plan. Removal of trench safety system to be accomplished in such a manner to cause no damage to pipe or other embedded items. Remove no braces or trench supports until all personnel have evacuated the trench.

3.04 FIELD QUALITY CONTROL

A. Verify specific applicability of the selected or specially designed trench safety systems to each field condition encountered on the project.

END OF SECTION

SECTION 02227

EXCAVATION AND BACKFILL FOR UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A Excavation, trenching, foundation, embedment, and backfill for installation of utilities

1.02 UNIT PRICES

A. No additional payment will be made for trench excavation, embedment and backfill. Include payment in the unit price for installed underground piping, sewer, conduit, or duct work.

B. No separate or additional payment will be made for surface water control, or for excavation drainage. Include payment in the unit price for the installed piping, sewer, conduit, or duct work.

C. Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures.

1.03 DEFINITIONS

A Pipe Foundation. Suitable and stable native soils that are exposed at the trench subgrade after excavation to depth of bottom of the bedding as shown on the Drawings, or foundation backfill material placed and compacted in over-excavations.

B. Pipe Bedding. The portion of trench backfill that extends vertically from top of foundation up to a level line at bottom of pipe, and horizontally from one trench sidewall to opposite sidewall.

C. Haunching: The 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: The portion of trench backfill that extends vertically from springline of pipe (top of haunching) up to a level line 12 inches above top of pipe, and horizontally from one trench sidewall to opposite sidewall.

E. Pipe Embedment: The portion of trench backfill that consists of bedding, haunching and initial backfill.

F. Trench Zone: The 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 either 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. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement are considered suitable, 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 applicable specification.

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 a part of excavation drainage.

L. Excavation Drainage: Removal of surface and seepage water in trench by sump pumping and using a drainage layer, as defined in ASTM D 2321, placed on the foundation beneath pipe bedding or thickened bedding layer of Class I material.

M. Trench Conditions are defined with regard to the 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 a 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 the embedment zone in combination with ground water control in predominately sandy or silty soils.

3. Unstable Trench: Unstable trench conditions exist in the 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. Subtrench: Subtrench is a special case of benched excavation. Subtrench 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 a subtrench depends upon trench stability and safety as determined by the Contractor.

O. Trench Dam: A placement of low permeability material in pipe embedment zone or foundation to prohibit ground water flow along the 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 backfill material.

Q. Foundation Backfill Materials: Natural soil or manufactured aggregate of controlled gradation, and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill to provide stable support for bedding. Foundation backfill materials may include concrete seal slabs.

R. Trench Safety Systems include both Protective Systems and Shoring Systems as defined in Section 01526 - Trench Safety Systems.

S Trench Shield (Trench Box): A portable worker safety structure moved along the trench as work proceeds, used as a Protective System and designed to withstand forces imposed on it by cave-in, thereby protecting persons within the trench. Trench shields may be stacked if so designed or placed in a series depending on depth and length of excavation to be protected.

T. Shoring System: A structure that supports sides of an excavation to maintain stable soil conditions and prevent cave-ins, or to prevent movements of the ground affecting adjacent installations or improvements.

1.04 SCHEDULING

A. Schedule work so that pipe embedment can be completed on the same day that acceptable foundation has been achieved for each section of pipe installation, manhole, or other structures.

1.05 SUBMITTALS

A. Conform to applicable specification.

B. Submit a written description for information only of the planned typical method of excavation, backfill placement and compaction, including:
1. Sequence of work and coordination of activities
2. Selected trench widths.
3. Procedures for foundation and embedment placement, and compaction.
4. Procedure for use of trench boxes and other premanufactured systems while assuring specified compaction against undisturbed soil.
5 Procedure for installation of Special Shoring at locations identified on the Drawings.

C. Submit a ground and surface water control plan in accordance with requirements in this Section and other applicable specification.

D. Submit backfill material sources and product quality information in accordance with requirements of Section 02229 - Utility Backfill Materials.

E Submit a trench excavation safety program in accordance with requirements of Section 01526 - Trench Safety System. Include designs for special shoring meeting the requirements defined in Paragraph 1.03 of Section 01526.

F. 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

1.06 TESTS

A. Perform backfill material source qualification testing in accordance with requirements of Section 02229 - Utility Backfill Materials.

B. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory provided by the Owner in accordance with requirements of applicable specification and as specified in this Section

1.07 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings, and in accordance with requirements of applicable specification.

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 are indicated on the Drawings

1 08 SPECIAL SHORING DESIGN REQUIREMENTS

A. Have Special Shoring designed or selected by the Contractor's Professional Engineer to provide support for the sides of the 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 the Contractors Professional Engineer to meet the project site requirements based on the manufacturer's standard design.

PART 2 PRODUCTS

2.01 EQUIPMENT

A. Perform excavation with hydraulic excavator or other equipment suitable for achieving the requirements of this Section.

B. Use only hand-operated tamping equipment until a 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 the Special Shoring design requirements.

2.02 MATERIAL CLASSIFICATIONS

A. Embedment and Trench Zone Backfill materials: Conform to the classifications and product descriptions of Section 02229 - Utility Backfill Materials.

B. Concrete Backfill: Conform to requirements for Class B concrete as specified in the pertinent Section

P Geotextile (Filter Fabric): Conform to requirements of applicable specification.

Q Concrete for Trench Dams: Concrete backfill or 3 sack premixed (bag) concrete.

E. Timber Shoring Left in Place: Untreated oak.

PART 3 EXECUTION

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 the standard practice and the requirements of this Section, this Section governs.

B. Install rigid pipe to conform with standard practice described in ASTM C 12, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, this Section governs

3.02 PREPARATION

A. Establish traffic control to conform with requirements of applicable specification. Maintain barricades and warning lights for streets and intersections where Work is in progress or where affected by the Work, and is considered hazardous to traffic movements.

B. Perform Work to conform with applicable safety standards and regulations. Employ a trench safety system as specified in Section 01526 - Trench Safety Systems.

C Immediately notify the agency or company owning any existing utility line which is damaged, broken, or disturbed. Obtain approval from the Engineer and agency for any repairs or relocations, either temporary or permanent

D. Remove existing pavements and structures, including sidewalks and driveways, to conform with requirements of applicable specification.

E Install and operate necessary dewatering and surface water control measures to conform with applicable specification.

F. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed in writing, replace those which are damaged or destroyed in accordance with applicable specification.

G. PREPARATION: Complete, as incidental to construction, site preparation work including clearing and grubbing; removal and disposal of trash, rubbish, debris, and minor obstacles to construction; relocation of savable items; stripping topsoil within excavation areas, stockpiling topsoil; and, after construction, spreading topsoil over disturbed areas as required and finishing and grading surface within construction areas.

H. Perform a Potential Conflict Investigation at all critical locations. Locate existing utilities ahead of pipe laying activities Notify Engineer in writing immediately upon identification of any conflict. In the event, Contractor will not be entitled to extra cost for downtime including, but not limited, payroll, equipment, overhead demobilization and remobilization

3.03 EXCAVATION

A. Except as otherwise specified or shown on the 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 the Drawings. Avoid disturbing surrounding ground and existing facilities and improvements. Excavate trench so that pipe is centered in trench. Do not obstruct sight distance for vehicles utilizing roadways or detours with stockpiled materials.

C. Determine trench excavation widths using the following schedule (as a minimum) as related to pipe outside diameter (O D.) or as shown on the drawings. Maximum trench width shall be the minimum trench width plus 24 inches.

Nominal Pipe Size, Inches	Minimum Trench Width, Inches
Less than 18	O.D. + 18
18 to 30	O.D. + 24
Greater than 30	O.D. + 36

D. Use sufficient trench width or benches above the embedment zone for installation of well point headers or manifolds and pumps where depth of trench makes it uneconomical or impractical to pump from the 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 the Engineer and obtain instructions before proceeding.

F Shoring of Trench Walls.

1. Install Special Shoring in advance of trench excavation or simultaneously with the trench excavation, so that the soils within the full height of the trench excavation walls will remain fully laterally supported at all times.
2. For all types of shoring, support trench walls in the pipe embedment zone throughout the installation. Provide trench wall supports sufficiently tight to prevent washing the trench wall soil out from behind the trench wall support.

3. Unless otherwise directed by the Engineer, leave sheeting driven into or below the pipe embedment zone in place to preclude loss of support of foundation and embedment materials. Leave rangers, walers, and braces in place as long as required to support sheeting, which has been cut off, and the trench wall in the vicinity of the pipe zone.
4. Employ special methods for maintaining the 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 the pipe embedment zone, do not disturb pipe foundation and embedment materials by subsequent removal. Maximum thickness of removable sheeting extending into the embedment zone 1 inch. Fill voids left on removal of supports with compacted backfill material.

G. Use of Trench Shields When a trench shield (trench box) is used as a 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 the trench sidewalls.
2 Move trench shields so that pipe, and backfill materials, after placement and compaction, are not damaged nor disturbed, nor the degree of compaction reduced.
3. When required, place, spread, and compact pipe foundation and bedding materials beneath the shield. For backfill above bedding, lift the 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 a safe manner

H Cover:
1. Provide 24 in. Minimum cover over top of pipe where surface grades are definitely established and 30 in. in other locations.
2. Greater depth of cover may be necessary on vertical curves or to provide necessary clearance beneath pipes, conduits, drains, drainage structures or other obstructions encountered at normal pipe grades.
3. For water mains, provide 4 ft. minimum cover unless noted otherwise.
4. Measure depth of backfill cover vertically from top of pipe to finish ground or pavement surface elevations.

I. Trenching:
1 Excavation for pipe stubs to be laid transversely across streets may be made with trench hoe.
2. Where surface or underground obstructions make excavation inaccessible to trenching machine, trench hoe may be used.
3. Where trench hoe is used, do not use excavated material composed of large chunks and clods for backfill.

4. No excavated material will be stockpiled along trench or on paved surfaces. Load excavated material into dump truck as trench is excavated.
5. Topsoil excavated from the trench shall be returned to trench to be used as backfill material for the top 12 inches of the trench.
6. For trench excavations requiring cement stabilized sand backfill to subgrade of pavement, stockpiling of cement stabilized sand on pavement is not permitted.

J. Voids under paving area outside shield will require removal of pavement, consolidation and replacement of pavement in accordance with Contract Documents. Repair damage resulting from failure to provide adequate supports

K. 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.

L. Do not use excavators with side cutters installed while working within 15 feet of pipeline company's pipeline. Use a small, rubber-tired excavator, such as a backhoe, to do exploratory excavation. Bucket that is used to dig in close proximity to pipelines shall not have teeth or shall have a guard installed over teeth to approximate a bucket without teeth. Excavate by hand within 1 foot of pipeline company's line. Do not use larger excavation equipment normally used to dig water main trench in vicinity of pipeline until all 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.

M Regrade adjacent ground surfaces where surfaces have been disturbed during construction operations to original and matching grades.

N. Trees and shrubs designated to remain that sustain cutting or injury to roots, trunk , or limbs shall be pruned by a tree surgeon and cut or injury painted with asphaltic horticultural coating without cost to Owner.

O. Perform repair on pipe in locations shown on plans/specifications.

P. Where pipe is to be installed in fill, complete area fill and compaction to an elevation not less than 1 ft. above top of pipe before open-cut excavation and trenching for pipe.

Q. Excavate adequate but not excessive working space and clearances for installation of work and form removal.

R. Allow not less than 6 in. clearance in horizontal dimensions of excavations for outside plastering of manholes and similar structures constructed of masonry units.

S. Do not undercut excavation faces for extended footings of structures

T. Excavate by hand within 2 ft. of existing utility to remain.

U. BLASTING: Use of explosions will not be permitted.

V. UNAUTHORIZED EXCAVATION: Refill excavation below subgrade elevations with tamped sand, gravel, cement stabilized sand, or concrete.

3.04 HANDLING EXCAVATED MATERIALS

A. Use only excavated materials which are suitable as defined in this Section and conforming with Section 02229 - Utility Backfill Materials. Place material suitable for backfilling in stockpiles at a distance from the trench to prevent slides or cave-ins.

B. When required, provide additional backfill material conforming with requirements of Section 02229 - Utility Backfill Materials.

C. Do not place stockpiles of excavated materials on streets and adjacent properties. Maintain site conditions in accordance with applicable specification

D. Dispose of unsuitable excavated materials off-site in legal manner

E. Excess excavated material shall become the property of the contractor to be disposed of off-site in a legal manner.

3.05 GROUND WATER CONTROL

A. Implement ground water control according to applicable specification. Provide a stable trench to allow installation in accordance with the Specifications.

3.06 TRENCH FOUNDATION

A. Excavate bottom of trench to uniform grade to achieve stable trench conditions and satisfactory compaction of foundation or bedding materials.

B Place trench dams in Class I foundations in line segments longer than 100 feet between manholes, and not less than one in every 300 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.

C. Where rock or other incompressible material is encountered, remove material to depth 6 in. below subgrade and backfill with tamped sand, gravel, or concrete.

D. Reinforce trench bottoms or subgrade surfaces for concrete structures which are solid, but which become mucky on top due to construction operations with specified sand.

E Use only tamped sand, gravel, or concrete to bring fills to lines and grades indicated and for replacing unsatisfactory materials.

3.07 PIPE EMBEDMENT PLACEMENT AND COMPACTION

A Immediately prior to placement of embedment materials, the bottoms and sidewalls of trenches shall be free of loose, sloughing, caving, or otherwise unsuitable soil.

B. Place geotextile to prevent particle migration from the in-situ into open-graded (Class I) embedment materials or drainage layers.

C. Place embedment including bedding, haunching and initial backfill to meet requirements indicated on Drawings.

D For pipe installation, manually spread embedment materials around the pipe to provide uniform bearing and side support when compacted. Do not allow materials to free-fall from heights greater than 24 inches above top of pipe. Perform placement and compaction directly against the undisturbed soils in the trench sidewalls, or against sheeting which is to remain in place.

E. Do not place trench shields or shoring within height of the embedment zone unless means to maintain the density of compacted embedment material are used. If moveable supports are used in embedment zone, lift the supports incrementally to allow placement and compaction of the material against undisturbed soil.

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 the 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 the pipe with sand bags or other suitable means

H. Place electrical conduit directly on foundation without bedding.

I. Shovel pipe embedment material in place and compact it 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 the next lift.
   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 the pipe to meet the deflection test criteria.
      c. Moisture content as determined by Contractor for effective compaction without softening the 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 a minimum of 95 percent of the 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 the dry side of optimum as determined according to ASTM D 558 but sufficient for effective hydration.

J Place trench dams in Class I embedments 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 TRENCH ZONE BACKFILL PLACEMENT AND COMPACTION

A. Place backfill for pipe or conduits and restore surface as soon as practicable. Leave only the minimum length of trench open as necessary for construction.

B. Where damage to completed pipe installation work is likely to result from withdrawal of sheeting, leave the sheeting in place. Cut off sheeting 1.5 feet or more above the crown of the pipe. Remove trench supports within 5 feet from the ground surface

C. For sewer pipes, use backfill materials described here as determined by trench limits. As trench zone backfill in paved areas for streets and to one foot back of curbs and pavements, use cement stabilized sand for pipe of nominal sizes less than 36 inches, or bank run sand for pipe of nominal sizes 36 inches and larger or as indicated on the Drawings. Uniformly backfill trenches partially within limits one foot from streets and curbs according to the paved area criteria Use select backfill within one foot below pavement subgrade for rigid pavement. For asphalt concrete or limestone roadway, use flexible base material within one foot below pavement subgrade.

D. For water lines, backfill in trench zone, including auger pits, with bank run sand, select fill material as specified in Section 02229 - Utility Backfill materials.

E. For trench excavations under pavement, place trench zone backfill in lifts and compact by methods indicated below or as stated on the plans. Fully compact each lift before placement of the next lift.
   1. Bank run sand
      a. Maximum 9-inches compacted lift thickness.
      b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.
      c. Moisture content within 3 percent of optimum determined according to ASTM D 698.

2. Cement-stabilized sand
   a. Place backfill in 8 in. maximum layers to achieve uniform placement and required compaction.
   b Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 558.
   c. Moisture content on the dry side of optimum determined according to ASTM D 558 but sufficient for cement hydration.
3. Select fill
   a. Maximum 6-inches compacted thickness.
   b. Compaction by equipment providing tamping or kneading impact to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.
   c. Moisture content within 2 percent of optimum determined according to ASTM D 698.
   d. Add backfill material as necessary where backfill settled below ground surface.

F Do not backfill with wet, mucky, or unsuitable materials or with large rocks or clods of material.

G. Trench backfill above pipe embedment shall conform to requirements for type and location of pipe as shown on the drawing.

H. Place backfill material to minimum depth 12 in. above pipe before ceasing backfilling operations for day.

I. Base Material Backfill for Patching of Existing Pavement: Provide 12 in. of base material.

J. Flooding of backfill for compaction (water tamping) is not acceptable. Obtain compaction by mechanical means which allows access to all areas of backfill.

3.09 MANHOLES, JUNCTION BOXES AND OTHER PIPELINE STRUCTURES

A. Meet the requirements of adjoining utility installations for backfill of pipeline structures, as shown on the Drawings.

3.10 FIELD QUALITY CONTROL

A. Test for material source qualifications as defined in Section 02229 - Utility Backfill Materials.

B. Provide excavation and trench safety systems at locations and to depths required for testing and retesting during construction.

C. Laboratory Quality Control by Contractor:
   1. Establish optimum moisture-maximum density curve for bedding and backfill material, ASTM D 698
      a. For those soils which will not exhibit a well defined moisture-density relationship, determine maximum and minimum index densities of the soil, ASTM D4253 and D4254, for calculation of the relative density of the soil in the field.
   2. Establish optimum moisture-maximum density curve, ASTM D 698; Atterberg Limits, ASTM D 4318; and sieve analysis, ASTM D 422 for the following:
      a. Borrow bedding and backfill material to be used.
      b. Excavated material of questionable suitability for use as bedding and backfill material.
   3. One optimum moisture-maximum density curve, ASTM D 698, shall be established for each significant change in materials.
   4. Bedding and backfill materials which do not meet specified requirements shall be replaced with suitable materials.

D. Field Quality Control by Owner
   1. Laboratory density testing of trench backfill:
      a. One field in-place density test per 500 linear ft. of trench for each fill layer.
      b. One field in-place density test per 150 linear ft. of trench for each fill layer under existing or proposed paved areas and at least one test per fill layer at each road crossing.
   2. Laboratory density testing of general fill: One field in-place density test per 100 cu. yds. of fill placed.
   3. Field in-place density tests shall be in compliance with ASTM D 1556, ASTM D 2922, or ASTM D 2167.

E. Submit minimum 10 lb. Samples of any borrow bedding and backfill material to be used to materials testing laboratory.

F. Recondition, recompact, 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.

3.11 DISPOSAL OF EXCESS MATERIAL

A Dispose of excess materials in accordance with requirements of applicable specification

3.12 POTENTIAL OBSTRUCTION INVESTIGATION

A. Horizontal and vertical location of various underground lines shown on Drawings, including but not limited to water mains, gas lines, storm sewers, sanitary sewers, telephone lines, electric lines or power ducts, pipelines (petrochemical or petroleum product), concrete and debris, are based on best information available but are only approximate locations. At critical locations field verify horizontal and vertical locations of such lines within a zone 2 feet vertically and 4 feet horizontally of proposed main. Verify location of existing utilities prior to commencing construction. Use extreme caution and care when uncovering these lines. Any damage to known on unknown utilities or obstructions occurring during "Potential Obstruction Investigation" will be full responsibility of Contractor. No separate payment shall be made for performing such efforts.

B. Prior to actual field verification phase, notify all utility companies involved and request that their respective utility lines be marked in field. If any utility or pipeline company requires their line be excavated, or exposed prior to construction, comply with that request and utilize a methodology approved by the said company in locating or exposing their lines Provide Engineer with 48 hours notice prior to any field excavation or related work.

C. Once known, unknown or potential obstructions have been uncovered, survey vertical and horizontal locations relative to project baseline and datum and plot on 11" X 17" copy of Drawings.

D. Submit 11" X 17" copy of Drawing with plotted utility or obstruction location titled "Potential Obstruction Report" to Engineer before or simultaneous with pipe shop drawing submittal.

E Engineer will promptly review "Potential Obstruction Report" and approve construction of proposed main as designed or modify design if necessary. Contractor will be promptly notified of any design modifications.

END OF SECTION

SECTION 02229

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.

C. Material handling and quality control requirements

1.02 UNIT PRICES

A. No payment will be made for backfill material unless specifically listed in the bid proposal. Include payment in unit price for applicable utility installation.

B. Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures.

1 03 DEFINITIONS

A Backfill: Suitable material meeting specified quality requirements for the designated application as embedment or trench zone backfill.

B. Embedment Material placed under controlled conditions within the 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.

C. Trench Zone Backfill: Material meeting specified quality requirements and placed under controlled conditions in the trench zone from top of embedment zone to base course in paved areas or to the surface grading material in unpaved areas.

D. Foundation: Either suitable soil of the trench bottom, or material placed as backfill of over-excavation for removal and replacement of unsuitable or otherwise unstable soils

E. Source. A source selected by the Contractor for supply of embedment or trench zone backfill material. A selected source may be the project excavation, off-site borrow pits, commercial borrow pits, or sand and aggregate production or manufacturing plants.

F. Refer to Section 02227 - Excavation and Backfill for Utilities, for other definitions regarding utility installation by trench construction.

1 04 SUBMITTALS

A. Conform to requirements of applicable specification.

B. Submit a 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 to comply with Paragraph 3.03, Material Quality Control.

D. Identify off-site sources for backfill materials at least 14 days ahead of intended use so that the Engineer may obtain samples for verification testing.

E. Before stockpiling materials, submit a copy of temporary easement or approval from landowner for stockpiling backfill material on private property.

1.05 TESTS

A. Perform tests of sources for backfill material in accordance with Paragraph 3 03A.

B. Verification tests of backfill materials may be performed by the Owner in accordance with applicable specification and in accordance with Paragraph 3.03B.

C. Random fill obtained from the Project excavation as source is exempt from prequalification requirements by Contractor, but must be inspected for unacceptable materials based on ASTM D 2488.

PART 2 PRODUCTS

2.01 MATERIAL CLASSIFICATIONS

A. Materials for backfill shall be classified for the purpose of quality control in accordance with the 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 sands and gravels, gravel-sand mixtures, crushed well graded rock, little or no fines (GW, SW)

   a. Plasticity Index: Nonplastic

   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 sands and gravels, little to moderate fines (GM, GP, SP, SM)

   a. Plasticity Index: Nonplastic to 4

   b. Gradation (GP, SP): Amount passing No. 200 Sieve - less than 5 percent

   c. Gradation (GM, SM): Amount passing No. 200 Sieve - between 12 percent and 50 percent

3. Class III: Clayey gravels and sands, poorly graded mixtures of sand, gravel, and clay (GC, SC)

   a. Plasticity Index: greater than 7

   b. Gradation: Amount passing No. 200 Sieve - between 12 percent and 50 percent

4. Class IV: Lean clays (CL)

   a. Plasticity Index: greater than 7

   b. Liquid Limit: less than 50

   c. Gradation: Amount passing No. 200 Sieve - greater than 50 percent

   d. Inorganic

5 Use soils with dual class designation according to ASTM D 2487 according to the 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 Engineer. Soils classified as fat clay (CH) may be used as backfill materials where allowed by the applicable backfill installation specification Refer to Section 02227 - 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 the 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 may be substituted for natural soil or rock products where indicated in the product specification, and approved by Engineer, provided that the 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 the Unified Soil Classification System (ASTM D 2487) meeting the following requirements.

1. Less than 15 percent passing the number 200 sieve when tested in accordance with ASTM C 136. The amount of clay lumps or balls not exceeding 2 percent.

2. Material passing the number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318:

a. Liquid limit not exceeding 25.

b. Plasticity index not exceeding 7.

E. Concrete Sand: Natural sand, manufactured sand, or a combination of natural and manufactured sand conforming to the requirements of ASTM C 33 and graded within the 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 the 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
2"	100
3/8"	85 to 100
No. 4	10 to 30
No. 8	0 to 10
N0. 16	0 to 5

H. Crushed Aggregates: All crushed aggregates consist of durable particles obtained from an approved source and meeting the following requirements.

1. All materials of one product delivered for the same construction activity from a single source.

2. Non-plastic fines.

3. Los Angeles abrasion test wear not exceeding 40 percent when tested in accordance with ASTM C 131.

4. 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
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

5. Crushed stone: Produced from oversize quarried aggregate, sized by crushing from a naturally occurring single source. Crushed gravel or uncrushed gravel are not acceptable materials for utility embedment.

6. Crushed Concrete: Crushed concrete is an acceptable substitute for crushed stone as utility backfill. Gradation and quality control test requirements are the 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, base course material, reinforcing steel fragments, soil, debris, or deteriorated concrete fragments.

I. Select Backfill: Class III clayey gravel or sand or Class IV lean clay with a plasticity index between 7 and 20 or clayey soils treated with lime in accordance with the applicable specification 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) where allowed by the applicable backfill installation specification. Refer to Section 02227 - Excavation and Backfill for Utilities.

K. Cement Stabilized Sand: Conform to requirements of Section 02252 - Cement Stabilized Sand.

L. Concrete Backfill: Conform to Class B concrete as specified in the applicable specifications.

M. Pavement Restoraton: Conform to requirements of the applicable specification.

PART 3 EXECUTION

3.01 SOURCES

A. Use of material encountered in the trench excavations is acceptable, provided applicable specification requirements are satisfied. If excavation material is not acceptable, provide from other source.

B. Obtain approval for each material source by the Engineer before delivery is started. If sources previously approved do not produce uniform and satisfactory products, furnish materials from other approved sources. All materials may be subjected to inspection or additional verification testing after delivery. Materials which do not meet the requirements of the 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 a material is approved by the Engineer, expense for sampling and testing required to change to a different material will be credited to the Owner through a change order.

C. Bank run sand, select backfill, and random backfill, if available in the Project excavation, may be obtained by selective excavation and acceptance testing. Obtain additional quantities of these materials and other materials required to complete the work from off-site sources.

D. The Owner does not represent or guarantee that any soil found in the excavation work will be suitable and acceptable as backfill material.

3.02 MATERIAL HANDLING

A. When backfill material is obtained from either a commercial or non-commercial borrow pit, have that pit opened to expose the vertical faces of the various strata of acceptable material to be used. Excavate the material by vertical cuts extending through the exposed strata to achieve uniformity in the product.

B. Establish temporary stockpile locations for practical material handling and control, and verification testing by the Engineer in advance of final placement. Obtain approval from landowner for storage of backfill material on adjacent private property.

C. When stockpiling backfill material near the Project site, use appropriate covers to eliminate blowing of materials into adjacent areas and prevent runoff containing sediments from entering the drainage system.

Place stockpiles in layers to avoid segregation of processed materials. Load material by making successive vertical cuts through entire depth of stockpile.

3 03 MATERIAL QUALITY CONTROL

A. Ensure that material selected, produced and delivered to the Project meets applicable specifications and is of sufficient uniform properties to allow practical construction and quality control. Responsibilities include.

1. Source or Supplier Qualification Perform testing, or obtain representative tests by suppliers, for selection of material sources and products. Provide test results for a minimum of three samples for each source and material type. Test samples of processed materials from current production representing material to be delivered. Tests shall verify that the materials meet specification requirements Repeat qualification test procedures each time the source characteristic changes or there is a planned change in source location or supplier. Qualification tests shall include, as applicable:

   a. Gradation. Complete sieve analyses shall be reported regardless of the specified control sieves. The range of sieves shall be from the largest particle through the No. 200 sieve.

   b. Plasticity

   c. Los Angeles abrasion

   d. Clay lumps

   e. Light weight pieces

   f. Organic impurities

2. Production Testing. Establish a program to provide assurance that backfill materials delivered from the sources and placed in the Work meet applicable specification requirements. Report results to the Engineer.

3. Assist the Engineer in obtaining material samples for verification testing at the source or at the production plant

4. Notify the Engineer in the field when non-conforming material is detected.

B Quality Control

1. The Engineer 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 the Work.

2 The Engineer may resample material at any stage of work or location if changes in characteristics are apparent

3. The Engineer will notify Contractor at the Project site about non-conforming materials and will, as appropriate, resample materials to verify results.

C. Tolerances

The following tolerances apply to production quality control testing:

1. Embedment Material and Select Backfill: The Engineer may accept material provided that not more than one out of the most recent five consecutive tests are out of the specification limits for:

   a. Gradation: Not more than 5 percentage points on any individual sieve.

   b. Plasticity: Not more than 2 percentage points.

2. Trench Zone Backfill Material: Except for select and random backfill, the Engineer may accept the material provided that not more than one out of the most recent three consecutive tests are out of the specification limits for:

   a. Gradation: Not more than 8 percentage points on any individual sieve.

   b Plasticity: Not more than 5 percentage points.

3 Select and Random Backfill: No quantified tolerances. Remove non-conforming material identifiable by visual-manual procedure.

END OF SECTION

SECTION 02252

CEMENT STABILIZED SAND

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Cement stabilized sand for backfill and bedding

1.02 UNIT PRICES

A. No payment will be made for cement stabilized sand under this Section unless an extra unit price item is included in the Bid Proposal and the application of the pay item is approved by the Engineer. Include payment for cement stabilized sand in unit price for applicable utility or structure installation section.

B. If use of cement stabilized sand is allowed based on the Engineer's direction the extra unit price item will be paid on a per ton basis. A conversion between volume calculated based on theoretical limits and total weight will be made based on a ratio of 1.64 tons per cubic yard.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of the applicable specification.

B Submit material qualification and mix design tests to include:

1. Three series of tests of sand or fine aggregate material from the proposed source. Tests shall include procedures defined in Paragraph 2.01.

2. Three moisture-density relationship tests prepared using the material qualified by the tests of Paragraph 1.03B.1. Blends of fine aggregate from crushed concrete and bank run sand shall be tested at the ratio to be used for the mix design testing.

3. Mix design report to meet the design requirements of Paragraph 1.04. The mix design shall include compressive strength tests after 48-hours and 7 days curing.

1.04 DESIGN REQUIREMENTS

A. Design sand-cement mixture to produce a minimum unconfined compressive strength of 100 pounds per square inch in 48 hours when compacted to 95 percent in accordance with ASTM D558 and when cured in accordance with ASTM D1632, and tested in accordance with ASTM D1633. Mix for general use shall contain a minimum of 1-1/2 sacks of cement per cubic yard. Mix for use as sanitary sewer embedment within 9 feet of waterlines shall contain 2 sacks of cement per cubic yard. Compact mix with a moisture content on the dry side of optimum.

PART 2 PRODUCTS

2.01 MATERIALS

A Cement: Type 1 Portland cement conforming to ASTM C150

B. Sand: Clean, durable sand meeting grading requirements for fine aggregates of ASTM C33, or requirements for Bank Run Sand of Section 02229 - Utility Backfill Materials, and the following requirements.

1. Classified as SW, SP or SM by the United Soil Classification System of ASTM D2487.

2. Deleterious materials:

a. Clay lumps, ASTM C142; less than 0 5 percent.

b. Lightweight pieces, ASTM C123; less than 5.0 percent.

c Organic impurities, ASTM C40; color no darker than the standard color.

3 Plasticity index of 4 or less when tested in accordance with ASTM D4318.

C. Fine aggregate manufactured from crushed concrete meeting the quality requirements for crushed rock material of Section 02229 - Utility Backfill Materials, may be used as a complete or partial substitute for bank run sand. The blending ratio of fine aggregate from crushed concrete and bank run sand shall be defined in the mix design report.

D. Water: Potable water, free of oils, acids, alkalies, organic matter or other deleterious substances, meeting requirements of ASTM C94.

2 02 MIXING MATERIALS

A. Thoroughly mix sand, cement and water in proportions of the mix design using a pugmill-type mixer. The plant shall be equipped with automatic weight controls to ensure correct mix proportions.

Stamp batch ticket at plant with time of loading directly after mixing. Material not placed and compacted within 4 hours after mixing shall be rejected.

PART 3 EXECUTION

3 01 PLACING

A. Place sand-cement mixture in 8-inch-thick loose lifts and compact to 95 percent of ASTM D558, unless otherwise specified. The moisture content during compaction shall be on the dry side of optimum but sufficient for hydration. Perform and complete

compaction of sand-cement mixture within 4 hours after addition of water to mix at the plant.

B. Do not place or compact sand-cement mixture in standing or free water.

3.02 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of the applicable specification.

B. One sample of cement stabilized sand shall be obtained for each 150 tons of material placed per day with no less than one sample per day of production. Random samples of delivered cement stabilized sand shall be taken in the field at point of delivery in accordance with ASTM 3665. Obtain three individual samples of approximately 12 to 15 lb each from the first, middle, and last third of the truck and composite them into one sample for test purpose.

C. Prepare and mold four specimens (for each sample obtained) in accordance with ASTM D 558, Method A, without adjusting moisture content. Samples will be molded at approximately same time material is being used, but no later than 4 hours after water is added to mix.

D After molding, specimens will be removed from molds and cured in accordance with ASTM D 1632.

E Specimens will be tested for compressive strength in accordance with ASTM D 1633, Method A. Two specimens will be tested at 48 hours plus or minus 2 hours and two specimens will be tested at 7 days plus or minus 4 hours.

F. A strength test will be average of strengths of two specimens molded from same sample of material and tested at same age. Average daily strength will be average of strengths of all specimens molded during one day's production and tested at same age.

G. Precision and Bias: Test results shall meet recommended guideline for precision in ASTM D 1633 Section 9.

H Reporting: Test reports shall contain, as a minimum, the following information:
1. Supplier and plant number
2. Time material was batched
3. Time material was sampled
4. Test age (exact hours)
5. Average 48-hour strength
6 Average 7-day strength
7. Specification section number
8. Indication of compliance / non-compliance
9. Mixture identification
10 Truck and ticket numbers
11. The time of molding

12. Moisture content at time of molding
13. Required strength
14. Test method designations
15. Compressive strength data as required by ASTM D 1633
16. Supplier mixture identification
17. Specimen diameter and height, in.
18. Specimen cross-sectional area, sq. in

3.03 ACCEPTANCE

A. Strength level of material will be considered satisfactory if:
1. The average 48-hour strength is greater than 100 psi with no individual strength test below 70 psi

2. All 7-day individual strength tests (average of two specimens) are greater than or equal to 100 psi

B. Material will be considered deficient when 7-day individual strength test (average of two specimens) is less than 100 psi but greater than 70 psi. See Paragraph 3.04 Adjustment for Deficient Strength.

C. The material will be considered unacceptable and subject to removal and replacement at Contractor's expense when individual strength test (average of two specimens) has 7-day strength less than 70 psi.

D. When moving average of three daily 48-hour averages falls below 100 psi, discontinue shipment to project until plant is capable of producing material, which exceeds 100 psi at 48 hours. Five 48-hour strength tests shall be made in this determination with no individual strength tests less than 100 psi. Testing laboratory shall notify Contractor, Project Manager, and material supplier by facsimile of tests indicating results falling below specified strength requirements within 24 hours.

E If any strength test of laboratory cured specimens falls below the specified strength, Contractor may, at his own expense, request test of cores drilled from the area in question in accordance with ASTM C42. In such cases, three (3) cores shall be taken for each strength test that falls below the values given in 3.03.A.

F. Cement stabilized sand in an area represented by core tests shall be considered satisfactory if the average of three (3) cores is equal to at least 100 psi and if no single core is less that 70 psi. Additional testing of cores extracted from locations represented by erratic core strength results will be permitted.

3.04 ADJUSTMENT FOR DEFICIENT STRENGTH

A. When mixture produces 7-day compressive strength greater than or equal to 100 psi, then material will be considered satisfactory and bid price will be paid in full.

B. When mixture produces 7-day compressive strength less than 100 psi and greater than or equal to 70 psi, material shall be accepted contingent on credit in payment. Compute credit by the following formula:

$$\text{Credit per Cubic Yard} = \frac{\$30.00 \times 2\ (100\ \text{psi} - \text{actual psi})}{100}$$

C. When mixture produces 7-day compressive strength less than 70 pounds per square inch, then remove and replace cement-sand mixture and paving and other necessary work at no cost to City.

END OF SECTION

SECTION 02603

FRAMES, GRATES, RINGS, AND COVERS

PART 1 GENERAL

1 01 SECTION INCLUDES

A. Iron castings for manhole frames and covers, inlet frames and grates, catch basin frames and grates, meter vault frames and covers, adjustment rings and extensions.

B Ring grates.

1.02 UNIT PRICES

A. No payment will be made for frames, grates, rings, covers, and seals under this Section. Include payment in unit price for related item.

B. Refer to Section 01025 – Measurement and Payment for Water Line Construction for unit price procedures.

1.03 SUBMITTALS

A. Submit product data in accordance with the applicable specification.

B. Provide copies of manufacturer's specifications, load tables, dimension diagrams, anchor details, and installation instructions.

C. Provide shop drawings for fabrication and erection of casting assemblies Include plans, elevations, sections and connection details. Show anchorage and accessory items. Include setting drawings for location and installation of castings and anchorage devices.

PART 2 PRODUCTS

2.01 CASTINGS

A. Castings for frames, grates, rings and covers shall conform to ASTM A48, Class 30. Provide locking covers if indicated on Drawings

B. Castings shall be capable of withstanding the application of an AASHTO H-20 loading without permanent deformation.

C. Fabricate castings to conform to the shapes, dimensions, and with wording or logos shown on the Drawings.

D. Castings shall be clean, free from blowholes and other surface imperfections. Cast holes in covers shall be clean and symmetrical, free of plugs.

E. Castings shall be made in U.S.A.

2.02 BEARING SURFACES

A Machine bearing surfaces between covers or grates and their respective frames so that even bearing is provided for any position in which the casting may be seated in the frame.

2.03 SPECIAL FRAMES AND COVERS

A. Where indicated on the Drawings, provide watertight manhole frames and covers with a minimum of four bolts and a gasket designed to seal cover to frame. Supply watertight manhole covers and frames, Model R-1916 manufactured by Neenah Foundry Company, Model V-2420 by Vulcan Foundry, or approval equal.

2 04 FABRICATED RING GRATES

A Ring grates shall be fabricated from reinforcing steel conforming to ASTM A615.

B. Welds connecting the bars shall conform to AWS D12.1.

PART 3 EXECUTION

3.01 INSTALLATION

A Install castings according to approved shop drawings, instructions given in related specifications, and applicable directions from the manufacturer's printed materials.

B. Set castings accurately at required locations to proper alignment and elevation. Keep castings plumb, level, true and free of rack. Measure location accurately from established lines and grades. Brace or anchor frames temporarily in formwork until permanently set.

C. Ring grates shall be fabricated in accordance with drawings and shall be set in mortar in the mouth of the pipe bell.

END OF SECTION

SECTION 02604

VALVE BOXES, METER BOXES, AND METER VAULTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Valve boxes for water service

B Meter boxes for water service.

C. Meter vaults for water service.

1 02 UNIT PRICES

A. No separate payment will be made for valve boxes under this section. Include payment in unit price for Section 02640 - Gate Valves.

B. Refer to Section 01025 – Measurement and Payment for Water Line Construction for unit price procedures

1.03 SUBMITTALS

A. Submittals shall conform to requirements of the applicable specification.

B. Submit manufacturers product data for following items for approval:

1. Each type of valve box and lid.

2. Each type of meter box and cover.

3. Each type of meter vault frame and cover.

C. Submit shop drawings for cast-in-place meter vaults for approval if proposed construction varies from Drawings.

PART 2 PRODUCTS

2.01 VALVE BOXES

A. Provide Type "A", cast-iron, slide-type, valve boxes as manufactured by Sigma Corporation, East Jordan Iron Works, Inc. or approved equal. Design of valve box shall minimize stresses on valve imposed by loads on box lid.

B. Cast a letter "W" into lid, 1/2 inch in height and raised 3/32 inch, for valves serving potable water lines.

C. Coat boxes, bases, and lids by dipping in hot bituminous varnish.

D. Provide 6-inch PVC, Class 150, DR 18, riser pipes.

E. Concrete for valve box placement:

1. For locations in new concrete pavement, use strength and mix design of new pavement.

2. For other locations, use class "A" concrete, conforming to requirements of the applicable specification.

2.02 METER VAULTS

A. Meter vaults may be constructed of precast concrete, cast-in-place concrete, or solid masonry unless a specific type of construction is required by Drawings.

B. Concrete for meter vaults: Class A concrete, conforming to requirements of applicable specification, with minimum compressive strength of 4000 psi at 28 days.

C. Reinforcing steel for meter vaults: Conform to requirements of applicable specification

D. Grates and Covers: Conform to requirements of Section 02603 – Frames, Grates, Rings, and Covers.

PART 3 EXECUTION

3.01 EXAMINATION

A. Obtain approval from the Engineer for location of meter vault.

B. Verify lines and grade are correct.

C. Verify compacted subgrade will support loads imposed by vaults.

3.02 VALVE BOXES

A. Provide riser pipe with suitable length for depth of cover indicated on Drawings or to accommodate actual finish grade.

B. Install valve box and riser piping plumbed in a vertical position. Provide 6-inches telescoping freeboard space between riser pipe top butt end, and interior contact flange of valve box, for vertical movement damping. Riser may rest on valve flange, or provide suitable footpiece to support riser pipe.

C. After valve box has been set, aligned, and adjusted so that lid is level with final grade, pour a 18-inch by 18-inch by 6-inch thick concrete block around valve box. Center valve box horizontally within concrete block.

D. Paint covers of new valve boxes in "Fluorescent Orange" when installed. After completion and acceptance by Owner, repaint covers in "Blue". This work is incidental and no separate payment will be made.

3.03 METER BOXES

A. Install cast iron or concrete boxes in accordance with manufacturers instructions.

B Construct concrete meter boxes to dimensions shown on Drawings.

C. Adjust top of meter boxes to conform to cover elevations specified in paragraph of this section for Frame and Cover for Meter Vaults.

D. Do not locate under paved areas unless approved by Engineer. Use approved traffic-type box with cast iron lid when meter must be located in paved areas.

3.04 METER VAULTS

A Construct concrete meter vaults to dimensions and requirements shown on drawings. Do not cast in presence of water. Make bottom as uniform as practicable.

B Precast Meter Vaults:

1. Install precast vaults in accordance with manufacturers recommendations. Set level on a minimum 3-inch thick bed of sand conforming to the requirements of Section 02229 – Utility Backfill Materials.

2. Seal lifting holes cement-sand mortar or non-shrink grout.

C. Meter Vault Floor Slab:

1. Construct floor slabs of 6-inch-thick reinforced concrete. Slope floor 1/4 inch per foot toward sump. Make sump 12 inches in diameter, or 12 inches square, and 4 inches deep, unless other dimensions are required by Drawings. Install dowels at maximum of 18 inches, center-to-center, or install mortar trench for keying walls to floor slab.

2 Precast floor slab elements may be used for precast vault construction

D. Cast-in-Place Meter Vault Walls:

1. Key walls to floor slab and form to dimensions shown on Drawings. Minimum wall thickness shall be 4 inches.

2. Cast walls monolithically. One cold joint will be allowed when vault depth exceeds 12 Feet.

3. Set frame for cover while concrete is still green.

3.05 FRAME AND COVER FOR METER VAULTS

A. Set cast iron frame in a mortar bed and adjust elevation of cover as follows:

1. In unpaved areas, set top of meter box or meter vault cover 2 to 3 inches above natural grade.

2. In sidewalk areas, set top of meter box or meter vault cover 1/2 to 1 inch above adjacent concrete.

3.06 BACKFILL

A Backfill and compact in accordance with Section 02227 – Excavation and Backfill for Utilities.

B. In unpaved areas, slope backfill around meter boxes and vaults to provide a uniform slope 1 to 5 from top to natural grade.

C. In sidewalk areas slope concrete down from meter boxes to meet adjacent concrete.

END OF SECTION

SECTION 02607

ADJUSTING MANHOLES, INLETS, AND VALVE BOXES TO GRADES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Adjusting elevation of manholes, inlets, and valve boxes to new grades.

1 02 UNIT PRICES

A. No separate payment will be made for adjusting utility structures to grade under this section, unless otherwise indicated in bid proposal.

B. Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

A For cast in place concrete, refer to the applicable specification.

B. For precast concrete manhole sections and adjustment rings, refer to the applicable specification.

C. For mortar mix, conform to requirements of ASTM C 270, Type S using Portland Cement.

2.02 CAST IRON ADJUSTING RINGS

A. For cast iron adjusting rings, refer to Section 02603 - Frames, Grates, Rings and Covers.

2.03 PIPING MATERIALS

A For riser pipes and fittings, refer to applicable piping materials specifications in Sections 02610 through 02620.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine existing structure, valve box, frame and cover or inlet box, frame and cover or inlet, and piping and connections for damage or defects that would affect adjustment to grade. Report such damage or defects to the Engineer.

3.02 ESTABLISHING GRADE

A. Coordinate grade related items with existing grade and finished grade or paving, and relate to established bench mark or reference line.

3.03 ADJUSTING MANHOLES AND INLETS

A. Elevation of manhole or inlet can be raised using precast concrete rings or metal adjusting rings. Use of brick for adjustment of sanitary sewer manholes to grade is prohibited. Elevation of manhole or inlet can be lowered by removing existing masonry, adjusting rings or the top section of the barrel below the new elevation and then rebuilding or raising the elevation to the proper height.

B Grout inside and outside adjusting ring joints.

C. Salvage and reuse cast iron frame and cover or grate

D. Protect or block off manhole or inlet bottom using wood forms shaped to fit so that no debris or soil falls to the bottom during adjustment.

E. Set the cast iron frame for the manhole cover or grate in a full mortar bed and adjust to the established elevation. In streets, adjust covers to be 3/8 inch below pavement.

F Verify that manholes and inlets are free of visible leaks as a result of reconstruction. Repair leaks in a manner subject to the Engineer's approval.

3.04 ADJUSTING VALVE BOXES

A. Salvage and reuse valve box and surrounding concrete block.

B. Remove and replace 6-inch ductile iron riser pipe with suitable length for depth of cover required to establish the adjusted elevation to accommodate actual finish grade.

C. Reinstall valve box and riser piping plumbed in vertical position. Provide minimum 6 inches telescoping freeboard space between riser pipe top butt end and interior contact flange of valve box for vertical movement damping.

D. After valve box has been set, aligned, and adjusted so that top lid is level with final grade, pour a 18-inch by 18-inch by 6-inch thick concrete pad around valve box. Center valve box horizontally within concrete slab.

3.05 BACKFILL AND GRADING

A. Backfill the area of excavation surrounding each adjusted manhole, inlet, and valve box and compact according to requirements of Section 02227 - Excavation and Backfill for Utilities.

B. Grade the ground surface to drain away from each manhole and valve box. Place earth fill around manholes to the level of the upper rim of the manhole frame. Place earth fill around the valve box concrete block.

C In unpaved areas, grade surface at a uniform slope of 1 to 5 from the manhole frame to natural grade. Provide a minimum of 4 inches of topsoil conforming to requirements of the applicable specification and sod in accordance with the applicable specification.

END OF SECTION

SECTION 02609

HDPE PIPE AND FITTINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. New high-density polyethylene pipe and fittings for water distribution.

1.02 UNIT PRICES

A. No separate payment will be made for HDPE pipe under this section. Include cost in unit price for water mains: Section 01025-Measurement and Payment for Water Line Construction.

B. Water lines will be measured by the linear foot of pipe installed for all depths and for each size and type and shall be measured horizontally from centerline of fitting to centerline of fitting and no deduction in length will be made for valves or fittings.

C. In the event the alignment (horizontal and vertical) of the proposed water line is changed due to field conditions, any additional fittings such as tees, crosses, thrust blocking, reducers, bends, and any appurtenances necessary shall be incidental to the cost of pipe installed. Payment for additional length of pipe installed, regardless of depth, shall be made at the bid unit price in the Contract.

D. No water line will be paid for until tested and disinfected.

E. The cost of fittings, tees, crosses, thrust blocking, joint restraints, reducers, tracer wire, bends, and plugs shall be incidental to the various sizes of pipe to be installed and no separate pay item shall be allowed, but the cost thereof should be included in the price bid for the various sizes of pipe to be installed.

F. Fittings include all concrete blocking.

G. Incidental items include all pavement, sidewalk, curb, and driveway removal and replacement unless indicated otherwise in the plans, bedding and backfill including cement stabilized sand backfill where backfill is under pavements or alleys (paved or non-paved), all surface and site restoration, and all testing.

H. Portions of the water line indicated in the plans and any other areas identified in the field shall be accomplished by augered construction. In the event the Contractor chooses to install the water line by open cut construction in locations designated as auger, no separate payment shall be made for surface restoration including pavement, sidewalk, driveway and curb removal and replacement unless approved by the Engineer prior to the work being done.

I. Fill annular space around pipe in auger hole with drilling mud at no additional cost.

1.03 SUBMITTALS

A. Material specifications for HDPE pipe and fittings including PE designation, cell classification, and Hydrostatic Design Basis.

B. Material list naming each product to be used identified by manufacturer and type number

C Manufacturer's certifications that HDPE pipe and fittings meet requirements of this Section, AWWA C900 or AWWA C905 for pressure pipe applications, and ANSI/NSF Standards 61

D. Submit shop drawings showing design of new pipe, valves, hydrants, fittings, etc. indicating alignment and grade, laying dimensions, marking system, fabrication, fittings, flanges, and special details including dimension ratio and pressure class of each fitting.

E. Product data sheets and material specifications for mechanical joint adapter kits, tracer wire, and tracer tape.

F. Material specification including gradation chart and method of compaction for pipe embedment.

G. Documentation that fusion equipment is from a manufacturer listed as a member of the Plastic Pipe Institute's Municipal and Industrial Division.

H. Fusion equipment manufacturer's written instructions outlining proper fusion techniques and safety procedures.

I. Pipe and fittings manufacturer's written instructions outlining the proper method of handling, storing, and installing pipe and fittings.

J. Procedural information for leakage tests and disinfection.

1 04 QUALITY CONTROL

A. Manufacturers of HDPE must be members of the Plastic Pipe Institute's (PPI) Municipal and Industrial Division and have a quality control program that is certified to comply with ISO 9001:2000

B All quality control programs shall include testing, sampling, and inspection on incoming polyethylene raw materials, pipe, and fittings during the manufacturing process and at the completion of the manufacturing process. Testing shall be in accordance with the applicable sections of AWWA Standard C906 and AWWA Manual M-55.

C. The manufacturer shall be able to provide to the owner, inspector or engineer reports which include the results and date of testing, sampling, and inspections for all pipe and fittings to be incorporated into this project. Reports shall be traceable to specific pipe lots or pieces and reference each test used. Testing, inspection, and sampling as required by AWWA C906 and AWWA Manual M-55 shall be performed full-time during the production of pipe and fittings for incorporation into this project.

D. All water distribution pipe and fittings shall be listed in the Fire Protection Equipment Directory published by the Underwriters Laboratories Inc. or shall be Factory Mutual approved for fire service. All water pipe and related products shall be registered by the National Sanitation Foundation as having been certified to meet NSF/ANSI Standard 61.

E. 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 any other source is not acceptable. Furnish copies of test reports to the Engineer for review Cost of testing shall be borne by Contractor or Supplier.

PART 2 PRODUCTS

2.01 WATER LINE

A All potable water polyethylene pipe supplied under this Specification shall be High Density Polyethylene Pipe (HDPE) PE 4710 conforming to the latest edition of ANSI/AWWA C906 and ANSI/NSF Standard 61. Resin used in the extrusion of water polyethylene pipe shall conform to the latest addition of the ASTM D 3350 Cell classification 445574E with the specifications stated herein All pipes shall be suitable for use as pressure conduits, listed as NSF 61, and per AWWA C906 Pressure Class (PC) 100 have a nominal burst value of three and one-half times the Working Pressure Rating (WPR) of the pipe. Peak flow water velocity of 5 ft/sec shall be used in the hydraulics engineering design.

B. All pipe shall be extruded from Dow 2490 blue resin or approved equal for water pipe.

C. All pipe shall be free of visible cracks, holes, foreign inclusions, blisters, dents, and other injurious defects. No reworked material shall be allowed.

D. Polyethylene pipe shall be no older than 6 months from the date of manufacture to the date of installation. All pipe shall be packaged in standard commercial coils or bundles that provide protection from shipping injuries, and shipped with end caps.

E. Pipe markings shall be in a color that contrasts with that of pipe and spaced at intervals not exceeding 2 feet. All required markings shall be legible and so applied as to remain legible under normal handling and installation practices. These markings shall consist of the word Water, ANSI/AWWA C906, the designation ASTM D 3350,

Cell Classification 445574E, the manufacturer's name or trademark, the nominal pipe IPS size, OD, SDR number, the type of material PE 4710, the month and year of manufacture, and identification of resin supplier.

2.02 BENDS & FITTINGS FOR HDPE PRESSURE PIPE

A. All potable water polyethylene fittings supplied under this Specification shall be high density PE 4710 polyethylene manufactured by the injection molding process, pressure class 200 or greater, and conform to the latest edition of ANSI/AWWA C906 and ANSI/NSF Standard 61. Resin used in the molding shall conform to the latest addition of the ASTM D 3350 Cell classification 445574E (HDPE 4710) with the specifications stated herein

B. All fittings shall be molded and have the AWWA specification stamp embedment or permanent line print.

C. All fittings shall be free of visible cracks, holes, foreign inclusions, blisters, dents, and other injurious defects. No reworked material shall be allowed.

D. Minimum pipe wall thickness for butt outlets shall be SDR 9 for fittings 1-1/4" through 2" in diameter and SDR 11 for fittings 4" through 12" in diameter.

E. Polyethylene fittings shall be no older than 6 months from the date of manufacture to the date of installation. All fittings shall be packaged in standard commercial cardboard boxes that provide protection from shipping injuries.

F. All tapping and joining hardware must be ANSI/NSF 61 listed.

G. Electrofusion couplings shall be HDPE 4710, IPS DR-11, Class 200 or greater and ANSI/NSF 60 listed. HDPE pipe to HDPE pipe shall be joined by butt fusion or electrofusion.

H. All mechanical couplings shall be Pressure Class 200 or greater.

I. Mechanical Joint (MJ) adapter kit shall be Pressure Class 200 or greater, designed for fusion to HDPE pipe and mechanical connection to DIP or PVC pipe (stiffener is required for PVC pipe). Glands, material assembly, and bolting shall be in accordance with ANSI A21.11 (AWWA C111); full-face rubber gasket shall be included in the kit. The MJ adapter connection shall provide a fully self-restrained joint and shall not require additional restraint.

J. The stiffeners must be stainless steel and sized to encompass the entire bearing length of the restraint devices and shall be engineered to prevent movement causing fitting to slide or rotate.

K. All joint restraints shall be EBAA IRON 2000PV series for PVC pipe and EBAA IRON MEGALUG 1100 series for ductile iron pipe, or approved equal.

L. Electrofusible HDPE pipe flex restraint device, encased in concrete, shall be attached to HDPE pipe near all transition connection to prevent pull out of HDPE pipe and/or movement of existing pipe. Flex restraint device shall be ISCO Central Plastics/George Fisher, or approved equal, designed for installation after a pipe is in place, and be rated at min. 7000 lbs of force per fitting. Resin used to make this fitting shall meet the requirements of ASTM 3350 with a cell classification of 345464C.

2.03 TRACER TAPE AND WIRE

A. Place inductive tracer detection tape directly above the centerline of all non-metallic pipe a minimum of 18 inches below finished grade. The tracer tape shall be encased in a protective, inert, plastic jacket and color coded according to the American Public Works Association Uniform Color Code. Place the tracer tape according to manufacturer's recommendations.

B. In addition to tracer detection tape, place 12-guage continuous solid copper wire no more than 6 inches above the centerline of the pipe.

2.04 THRUST BLOCK

A. For 20" HDPE, the required bearing total area is as follows:

1 90° bends & buries: 39 square feet

2 45° bend: 21 square feet

3 11-1/4° or 22-1/2° bend: 11 square feet

4 Tee, dead end, and tapping sleeves: 27 square feet

B. Construct thrust block with TxDOT Class B concrete

C. Pour thrust blocks against undisturbed soil.

D. Keep joints free of concrete. Allow working room around nuts and bolts.

PART 3 EXECUTION

3.01 GENERAL

A. Conform to manufacturer recommendations and the requirements of AWWA M-55 and Section 02664 – Water Mains

B. Size pipe and fittings as indicated on the plans. Install as shown in accordance with manufacturer's recommendations.

C. Do not lay pipe when trenches or weather conditions are not suitable for such work.

D. Install HDPE pipe in accordance with Section 02227 - Excavation and Backfill for Utilities, ASTM D 2321, and manufacturer's recommendations.

E. Store pipe under cover out of direct sunlight and protect from excessive heat or harmful chemicals in accordance with the manufacturer's recommendations.

F During loading, transportation, and unloading, take every precaution to prevent injury to the pipe No pipe shall be dropped from cars or trucks, or allowed to roll down slides without proper retaining ropes. During transportation each pipe shall rest on suitable pads, strips, skids, or blocks securely wedged or tied in place. Replace any damaged pipe.

G. Seal open piping with butt fusion end caps or with an approved manufacturer end cap at the end of each workday. No open pipe ends will be allowed at the end of the day.

H. Wherever existing utility lines present obstructions to the grade and alignment of the pipe, they shall be permanently supported, removed, relocated, or reconstructed by the Contractor through cooperation with the owner of the utility, structure, or obstruction involved. In those instances where their relocation or reconstruction is impractical, a deviation from line and grade must be approved by the Engineer

I. Furnish adequate temporary support, protection, and maintenance of all underground and surface utilities encountered in the progress of the wrok.

J. Keep the interior of all pipes, fittings, and other accessories free from dirt and foreign matter at all times and stored in a manner that will protect them for damage. Stack stockpiled materials so as to minimize entrance of foreign matter.

K. During handling and placement, carefully observe and inspect all materials, and mark, reject, and remove from the job site any damaged, defective, or unsound materials. Mark and repair any minor damage. Protect joints which have been placed but not joined, backfilled, etc. in a manner satisfactory to the Engineer.

L. Observe the allowable cold bending radius and do not exceed it under any circumstances

M To avoid field damage, do not join fittings to more than one pipe before placement in the trench.

3.02 TRENCHING

A. Conform to the requirements of Section 02227 – Excavation and Backfill for Utilities.

B. Excavation in a paved street shall be preceded by saw cutting completely through the concrete or asphalt surface, base, and/or subbase to the underlying subgrade. This requirement does not apply to excavations made with trenching machines that use a rotating continuous belt of chain for cutting and removal of materials

C. When pipe is to be constructed in fill above the natural ground, construct embankment to an elevation of not less than 1 foot above the top of the pipe before excavating the trench. Sheet and brace required vertical slopes as indicated to maintain the sides of the required vertical excavation throughout the construction period. The Contractor's design professional is responsible for the adequacy of the design of sheeting and bracing. After the pipe has been laid and the backfill placed and compacted to 12 inches above the pipe, remove any sheeting, shoring, and bracing required with special care to insure that the pipe is not disturbed. As each piece of sheeting is removed, thoroughly fill and compact the space left by its removal with suitable material and prevent the sides of the trench from caving with necessary provisions until the backfill has been completed. Any sheeting left in place will not be paid for directly

D. Trenches for HDPE water lines shall have a clear width on each side beyond the outside surface of the pipe of not less than 12 inches. The maximum trench width shall not exceed the minimum by more than 18 inches total plus the thickness of any sheeting, shoring or shielding as required for trench excavation safety protection systems. If the trench width within the pipe zone exceeds this maximum, the entire pipe zone shall be refilled with approved backfill material, thoroughly compacted to a minimum of 95% density as determined by TxDOT Test Method Tex-114-E, and then re-excavated to the proper grade and dimensions. Excavation along curves and bends shall be so oriented that the trench and pipe are approximately centered on the centerline of the curve, using short lengths of pipe and/or bend fittings if necessary.

E Do not construct underground piped utilities in the presence of water. Remove all water from the excavation prior to the pipe placing operation to insure a dry firm granular bed in which to place the underground piped utilities and maintain in such dewatered condition until all concrete and mortar is set. In the event that the excavation cannot be dewatered to the point where the pipe bedding is free of mud, use a seal in the bottom of the excavation. Such seal shall consist of Class B concrete with a minimum depth of 3 inches.

F. Before attempting to lay pipe, remove all water, slush, debris, loose material, etc. encountered, and keep the trench clean and dry while the pipe is laid and backfilled. Where needed, dig sump pits adjacent to the trench and pump as necessary to keep the excavation dewatered.

G. Lay pipe soon after backfilling so that no pipe is left exposed and unattended after initial assembly. Protect all open ends, outlets, or other openings in the pipe from damage. Plug properly and block watertight to prevent the entrance of trench water, dirt, etc. Keep the interior of the pipeline clean, dry, and unobstructed at all times.

H. Where the soil encountered at established footing grade is a quicksand, saturated material, or unstable material, use the following procedure unless other methods are indicated:

1 Remove all unstable soils to a minimum depth of 2 feet below the bottom of the piped utility or as required to stabilize the trench foundation. Carry out such excavation for the entire trench width.

2 Replace all unstable material removed with a concrete seal, foundation rock, or coarse aggregate materials placed across the entire trench width in uniform layers not to exceed 6 inches and compacted by mechanical tamping or other means to provide a stable foundation for the utility.

3 Forms, sheathing and bracing, pumping, additional excavation, and backfill are subsidiary to the pipe bid item

I. When out of service masonry structures or foundation are encountered in the excavation, remove such obstructions for the fill width of the trench and to a depth of 1 foot below the bottom of the trench. When abandoned inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new sewers, such manholes and inlets within the construction limits shall be removed completely to a depth 1 foot below the bottom of the trench. In each instance, the bottom of the trench shall be restored to grade by backfilling and compacting. Where the trench cuts through storm or wastewater sewers which are known to be abandoned, cut these sewers flush with the sides of the trench and block with a concrete plug. Protect and adjust to finish grade any old structures encountered which are not visible from the existing surface and are still in service

3.03 FUSION

A. Conform to the requirements PPI TR-33 as the minimum requirements for fusion procedures.

B. Join sections of polyethylene pipe into continuous lengths on the jobsite above ground. Use the butt fusion method in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400 degrees Fahrenheit, alignment, and an interfacial fusion pressure of 75 PSI. The butt fusion joining will produce a joint weld strength equal to or greater than the tensile strength of the pipe itself. Use a Data Logger for all welds to record temperature and fusion pressure with a graphic representation of the fusion cycle to include as part of the Quality Control records.

C. All butt fusions must be performed by the qualified personnel. The Contractor's supervisor shall be present during all pipe fusions to insure that all required procedures are adhered to and to witness the quality of each joint. Fusion certified contract employees found to not be following manufacturer's guidelines will have their fusion certification revoked and will not be allowed to perform fusions for the remaining duration of the contract.

D. Allow fusion joints cool for the times recommended by the pipe manufacturer prior to any movement of the fused joint.

E Perform sidewall fusions for connections to outlet piping in accordance with HDPE pipe and fitting manufacturer's specifications. The heating irons used for sidewall fusion shall have an inside diameter equal to the outside diameter of the HDPE pipe being fused. The size of the heating iron shall be ¼ inch larger than the size of the outlet branch being fused.

F. Use mechanical joining where the butt fusion method cannot be used Mechanical joining will be accomplished by either using a HDPE flange adapter with a Ductile Iron back-up ring or HDPE Mechanical Joint adapter with a Ductile Iron back-up ring.

G Do not use socket fusion, hot gas fusion, threading, solvents, or epoxies to join HDPE pipe.

3.04 WET CONNECTIONS

A. Refer to Section 02667

3 05 INSPECTION

A Inspect the pipe for defects before installation and fusion. Defective, damaged, or unsound pipe will be rejected.

3.06 DISINFECTION

A. Refer to Section 02675

3.07 HYDROSTATIC TESTING

A. Refer to Section 02676

B. Conduct leakage test in accordance with ASTM F 2164 and the manufacturer's written instructions. Strictly follow all safety precautions.

END OF SECTION

SECTION 02610

DUCTILE IRON PIPE AND FITTINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Ductile iron pipe and fittings for water mains, wastewater force mains, gravity sanitary sewers, and storm sewers.

1.02 UNIT PRICES

A. No separate payment will be made for ductile iron pipe and fittings under this Section. Include cost in unit price for water mains, force mains, gravity sanitary sewers, and storm sewers.

B. Refer to Section 01025 – Measurement and Payment for Water Line Construction for unit price procedures.

1.03 SUBMITTALS

A. Conform to requirements of the applicable specification.

B. Submit shop drawings showing design of new pipe and fittings indicating alignment and grade, laying dimensions, fabrication, fitting, flange, and special details. Show station numbers for pipe and fittings corresponding to Drawings. Production of pipe and fittings prior to review by the Engineer is at Contractor's risk.

1.04 QUALITY CONTROL

A. Provide manufacturer's certifications that all ductile iron pipe and fittings meet provisions of this Section and have been hydrostatically tested at factory and meet requirements of ANSI A21.51.

B. Provide certifications that all pipe joints have been tested and meet requirements of ANSI A21.11.

PART 2 PRODUCTS

2.01 DUCTILE IRON PIPE

A. Ductile iron pipe barrels: ANSI A21.15, ANSI A21.50 or ANSI A21.51; bear mark of Underwriters' Laboratories approval; pressure classes as shown on the Drawings and/or Bid Proposal.

B Provide pipe sections in standard lengths, not less than 18 feet long, except for special fittings and closure sections as indicated on shop drawings and/or Bid Proposal.

2.02 JOINTS

A. Joint types: ANSI A21.11 push-on; ANSI A21.11 mechanical joint, or ANSI A21.15 flanged end. Provide push-on joints unless otherwise indicated on the Drawings or required by these specifications. For bolted joints, bolts shall conform to requirements of AWWA C111.

B. Where restrained joints for buried service are required by Drawings, provide Series 1100 (MEGALUG) by EBAA Iron Inc., or equal.

C. Threaded or grooved type joints which reduce pipe wall thickness below minimum required are not acceptable.

D. Provide for restrained joints designed to meet test pressures required under Section 02676- Hydrostatic Testing of Pipelines.

E Where ductile iron water main is cathodically protected from corrosion, bond rubber gasketed joints as shown on Drawings to provide electrical continuity along entire pipeline, except where insulating flanges are required by Drawings

2.03 GASKETS:

A. Furnish, when no contaminant is identified, plain rubber (SBR) gasket material; for flanged joints 1/8-inch thick gasket in accordance with ANSI A21.15.

B. Pipes to be installed in potentially contaminated areas, especially where free product is found near the elevation of the proposed pipeline, shall have the following gasket materials for the noted contaminants:

Contaminant	Gasket Material Required
Petroleum (diesel, gasoline)	Nitrile Rubber
Other contaminants	As recommended by the pipe manufacturer

2.04 FITTINGS

A Use fittings of same size as pipe. Reducers are not permitted to facilitate an off-size fitting. Reducing bushings are also prohibited. Make reductions in piping size by reducing fittings. Line and coat fittings as specified for pipe they serve.

B. Push-on Fittings will not be allowed.

C Flanged Fittings: ANSI A21.10; ANSI B16.1 cast or ductile iron. Flanges: ANSI B16.1, Class 125; pressure rated at 250 psig.

D. Mechanical Joint Fittings: ANSI A21.10 (AWWA C110); pressure rated at 250 psi.

E. Ductile Iron Compact Fittings for Water Mains: ANSI A21.53 (AWWA C153); 4-inch through 12-inch diameter; fusion bonded epoxy-lined or cement-mortar lining; conform to requirements of Section 02630 - Polyethylene Wrap.

2.05 COATINGS AND LININGS

A Water Main Interiors: ANSI A21.4, cement lined with seal coat.

B. Sanitary Sewer and Force Main Interiors:

1. Preparation. Commercial blast cleaning conforming to SSPC-SP6.

2. Liner thickness: Nominal 40 mils, minimum 35 mils, for pipe barrel interior; minimum 6 - 10 mils at gasket groove and outside spigot end to 6-inches back from end.

3. Testing: ASTM G62, Method B for voids and holidays; provide written certification.

4. Acceptable Lining Materials:

a. Virgin polyethylene conforming to ASTM D1248, with inert fillers and carbon black to resist ultraviolet degradation during storage heat bonded to interior surface of pipe and fittings; APolyline@ by American Cast Iron Pipe Company; or equal.

b Polyurethane· Corro-pipe II by Madison Chemicals.

c. Ceramic Epoxy· Protecto-401 by Enduron Protective Coatings.

C. Sanitary Sewer Point Repair Pipe: For pipes which will be lined with high density polyethylene liner pipe or cured-in-place liner, provide cement-lined with seal coat in accordance with ANSI A21.4. For pipes which will not be provided with named liner, provide pipe as specified in Paragraph 2.05B.

D. Exterior:

1. Water Lines
   a. Auger Holes: Conform to requirements of Section 02629 - Polyurethane Coatings on Steel or Ductile Iron Pipe.
   b. Above Ground (or Exposed): Conform to the following:

Provide a 3-coat epoxy/polyurethane coating system as designated below.

Surface Preparation	SSPC SP10 Near White Blast Clean 2.0 to 3.0 mils surface profile
Prime Coat 2.0 to 4.0 mils DFT	ACRO 4422 Inhibitive Epoxy Primer, or approved equal
Intermediate Coat 4.0 to 6.0 mils DFT	ACRO 4460 Chemical Resistant Epoxy, or approved equal
Finish Coat 1.5 to 2.0 mils DFT	ACRO 4428 Polyurethane, Or approved equal

c. Total minimum allowable dry film thickness for system: 10 mils.

d. All materials shall be from same manufacturer.

2. Sanitary Sewers: Prime coat and outside asphaltic coating conforming to ANSI A21.10, ANSI A21.15, or ANSI A21.51 for pipe and fittings in open cut excavation and in casings.

E. Polyethylene Wrap: For buried water lines and sanitary sewers, including point repairs, provide polyethylene wrap unless otherwise specified or shown. Provide Polyethylene Wrap for all buried ductile iron pipe, including polyurethane coated pipe. Conform to requirements of Section 02630 - Polyethylene Wrap

F For flanged joints in buried service, provide petrolatum wrapping system, Denso, or equal, for the complete joint and all alloy steel fasteners. Alternatively, provide bolts made of Type 304 Stainless Steel

G. Pipe to be installed in potentially contaminated areas shall have coatings and linings recommended by the manufacturer as resistant to the contaminants.

2.06 MANUFACTURERS

A. Pre-approved manufacturers of ductile iron are American Cast Iron Pipe Co., McWane Cast Iron Pipe Co., and U. S. Pipe and Foundry Co.

PART 3 EXECUTION

3.01 INSTALLATION

A. Conform to installation requirements of Sections 02664 - Water Mains, except as modified in this Section.

B Install in accordance with AWWA C600 and manufacturer's recommendations.

C Install all ductile iron pipe in polyethylene wrap, unless cathodic protection is provided. Do not use polyethylene wrap with a cathodic protection system.

D. Holiday Testing

1. Polyurethane: Conform to requirements of Section 02629 - Polyurethane Coatings for Steel or Ductile Iron Pipe.

2. Fusion Bonded Epoxy: Conform to requirements for new fittings in ANSI A21.16.

3.02 GRADE

A. Unless otherwise specified on Drawings, install ductile iron pipe for water service to clear utility lines with following minimum cover:

Diameter (Inches)	Depth of Cover (Feet)
16 and 24	5
12 and smaller	3.5

3.03 FIELD REPAIR OF COATINGS

A. Polyurethane Conform to requirements of Section 02629 - Polyurethane Coatings for Steel or Ductile Iron Pipe.

B. Fusion Bonded Epoxy: Conform to requirements for new fittings in ANSI A21.16.

END OF SECTION

SECTION 02611

STEEL PIPE AND FITTINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. New steel pipe and fittings for water mains, pumping facilities, and casings.

1.02 UNIT PRICES

A Refer to Section 01025 – Measurement and Payment for Water Line Construction for unit price procedures.

1.03 SUBMITTALS

A. Submit shop drawings, in accordance with requirements of the applicable specification.

1 For aerial crossings and water plant/facilities, include design of new pipe and fittings indicating alignment and grade, laying dimensions, lining and coating systems, proposed welding procedures, fabrication, fitting, flange, and special details. Show station numbers for pipe and fittings corresponding to Drawings.

2. Production of pipe and fittings prior to review by the Engineer shall be at Contractor's risk.

1.04 QUALITY CONTROL

A. Provide manufacturer's certifications that all pipe and fittings have been hydrostatically tested at factory in accordance with AWWA C200, Section 3.4.

B. Provide manufacturer's affidavits that polyurethane coatings, linings and tape coatings comply with applicable requirements of this section and that coatings were applied and allowed to cure at a temperature 5 degrees above the dew point.

C. Provide manufacturer's affidavits that mortar coatings and linings comply with applicable requirements of this section and that linings were applied and allowed to cure at a temperature above 32 degrees F.

D. Prior to work being started, provide proof of certification of qualification for all welders employed for type of work, procedures and positions involved. Qualifications shall be in accordance with AWWA C206.

PART 2 PRODUCTS

2.01 STEEL PIPE

A Provide steel pipe designed and manufactured in conformance with AWWA C200 and AWWA M11 except as modified herein Steel shall be minimum of ASTM A36, ASTM A570 Grade 36, ASTM A 53 Grade B, ASTM A135 Grade B, or ASTM A139 Grade B

B. Minimum Allowable Steel-Wall Thickness: In accordance with following table for HS-20 live loads and depths of bury of up to 16 feet and AWWA C200 new uncoated welded steel.

GENERAL PURPOSE CARBON STEEL PIPE

Casing Pipe Size	Min. Wall O.D.	Thick.	Approx. Wt. Per Lin. Ft. Unct'd.
8"	8.625"	0.219"	19 64
10"	10.750"	0.219"	24 60
12"	12.750"	0.219"	29.28
14"	14.000"	0.219"	32.00
16"	16.000"	0.219"	36.86
20"	20.000"	0.250"	52.73
24"	24.000"	0.250"	63.41
30"	30.000"	0.250"	79.43

CASING PIPE
(ENCASEMENT SLEEVES)

Casing Pipe Size	Min Wall O.D.	Thick.	Approx. Wt. Per Lin. Ft. Unct'd.
8"	8.625"	0.219"	19 64
10"	10.750"	0.219"	24.60
12"	12.750"	0.219"	29.28
14"	14.000"	0 219"	32.00
16"	16.000"	0.219"	36.86
20"	20.000"	0 250"	52.73
24"	24.000"	0.250"	63.41
30"	30.000"	0 250"	79.43

C. Provide pipe sections in lengths of no less than 20 feet except as required for special fittings or closure sections.

D. Fittings: Factory forged for sizes 4 inches through 24 inches, long radius bends; beveled ends for field butt welding; wall thickness: equal to or greater than pipe to which fittings is to be welded; unless otherwise shown on the drawings.

E. Joints

1. Standard field joint for steel pipe: AWWA C206.

a. Single-welded, lap joint.

b. Double-welded, butt joint.

2. Provide mechanically coupled or flanged joints where required for valves and fittings, and as shown on Drawings. Flanges: AWWA C207, Class D, same diameter and drilling as Class 125 cast iron flanges ASA B16 1. Maintain electrically isolated flanged joints between steel and cast iron by using epoxy-coated bolts, nuts, washers and insulating type gasket unless otherwise approved by Engineer

F. Make curves and bends by use of beveled joints unless otherwise indicated on Drawings. Contractor may submit details of other methods of providing curves and bends for consideration by the Engineer. If other methods are deemed satisfactory, install at no additional cost to Owner.

G. Provide shop coated and shop lined steel pipe with minimum of one coat of shop applied primer approved for use in potable water transmission on all exposed steel surfaces. Primer for tape coated steel pipe to be used for field-applied coatings shall have no less than 5 percent solids. Provide primer compatible with coating system and in accordance with coating manufacturer's recommendations.

H. Standard or Special Sections· Within 1/8 inch + of specified or theoretical lengths. Flanges: Square with pipe with bolt holes straddling both horizontal and vertical axis. Provide 1/2-inch gap between pipe ends where pipe is to be coupled with sleeve couplings.

2.02 EXTERNAL COATING SYSTEMS FOR BURIED STEEL PIPE

A General: Supplied with either tape coatings or cement-mortar coatings as specified herein.

1 Tape Coating: AWWA C214; 80-mil shop-applied, Polyken YG-III, Tek-Rap Yard-Rap, or equal, except as modified herein. Components· primer, one 20-mil layer of inner-layer tape for corrosion protection and two 30-mil layers of outer-layer tape for mechanical protection. Primer: compatible with tape coating, supplied by coating-system manufacturer. Provide pipe with shop coatings cut back from joint ends to facilitate joining and welding of pipe. Taper successive tape layers by 1-inch staggers to facilitate field wrapping of joints Cutback

approximately 4 to 4-1/2 inches to facilitate welding. Inner and outer tape widths:

Diameter	Tape Width
4" – 6"	6"
8" – 12"	9"
14" – 16"	12"
18" – 24"	18"

2. Cement-Mortar Coating: AWWA C205; shop-applied, cement-mortar coating except as modified herein; 1-inch minimum thickness; cut back coating from joint ends no more than 2 inches to facilitate joining and welding of pipe.

2.03 EXTERNAL COATING SYSTEM FOR STEEL PIPE IN TUNNEL, CASING OR AUGER HOLES

A Provide exterior coating system of pipe in augered holes or casing, without annular grout, as specified in Section 02629 - Polyurethane Coatings on Steel or Ductile Iron Pipe. No additional exterior coating is required for mortar coated pipe.

2.04 EXTERNAL COATING SYSTEM FOR STEEL PIPE INSTALLED ABOVEGROUND (OR EXPOSED)

A Provide a 3-coat epoxy/polyurethane coating system as designated below.

Surface Preparation	SSPC SP10 Near White Blast Clean 2.0 to 3.0 mils surface profile
Prime Coat 2.0 to 4.0 mils DFT	ACRO 4422 Inhibitive Epoxy Primer, or approved equal
Intermediate Coat 4.0 to 6.0 mils DFT	ACRO 4460 Chemical Resistant Epoxy, or approved equal
Finish Coat 1.5 to 2.0 mils DFT	ACRO 4428 Polyurethane, Or approved equal

B. Total minimum allowable dry film thickness for system: 10 mils.

C. All materials shall be from same manufacturer

2.05 INTERNAL LINING SYSTEMS FOR STEEL PIPE

A. General: Supply steel pipe with either epoxy lining or shop applied cement mortar lining, capable of conveying water at temperatures not greater than 140EF. All linings

shall conform to American National Standards Institute/National Sanitation Foundation (ANSI/NFS) Standard 61 and certified by an organization accredited by ANSI. Unless otherwise noted, coat all exposed (wetted) steel parts of flanges, blind flanges, bolts, access manhole covers, etc., with epoxy lining, as specified herein.

B. Epoxy Lining: AWWA C210-92 - White, or approved equal for shop and field joint applied, except as modified herein.

1. Surface Preparation: SSPC-SP-10(64), Near White Blast Clean; 2.0 to 3.0 mils surface profile.

2. Prime Coat: ACRO 4460 NSF Certified Epoxy - Buff; 4.0 to 6.0 mils DFT or approved equal.

3. Intermediate Coat ACRO 4460 NSF Certified Epoxy - Buff: 4.0 to 6.0 mils DFT or approved equal.

4 Finish Coat: ACRO 4460 NSF Certified Epoxy - White 4.0 to 6.0 mils DFT or approved equal.

5 Minimum allowable dry film system thickness: 12.0 mils.

6. Maximum allowable dry film system thickness 18.0 mils.

7. Minimum field adhesion: 700 psi.

8. Dry film thicknesses for approved alternate products in accordance with the product manufacturer's recommendations.

9. The lining system may consist of three or more coats of the same approved alternate epoxy lining without the use of a separate primer.

10. Provide materials from the same manufacturer.

C. Shop Applied Cement Mortar Lining: AWWA C205; shop-applied cement mortar linings, except as specified herein 3/8 inch minimum thickness for pipe diameters 24 inches and smaller. Pipe with cut back lining from joint ends no more than 2 inches to facilitate joining and welding of pipe.

2.06 MORTAR FOR EXTERIOR JOINTS

A. Cement Mortar: One part cement to two parts of fine, sharp clean sand; mix with water to a consistency of thick cream.

B. Portland Cement: ASTM C150, Type II.

C. Sand:

1. Inside joints: AWWA C602; fine graded natural sand

2. Outside joints: ASTM C33, natural sand with 100 percent passing No. 16 sieve.

D. Water: ASTM D1888, Method A; total dissolved solids less than 1000 mg/l, ASTM D512 chloride ions less than 100 mg/l for slurry and mortar cure; ASTM D1293 pH greater than 6.5.

PART 3 EXECUTION

3.01 PIPING INSTALLATION

A. Conform to applicable provisions of Section 02664 - Water Mains except as modified herein.

3.02 EXTERNAL COATING SYSTEM FOR BURIED STEEL PIPE

A. Tape Coating System:

1. Inspect pipe, prior to shipment, for holidays and damage to coating. Perform electrical holiday test of minimum of 6,000 volts with a 60 cycle current audio detector. If test indicates no holidays and outer wrap(s) is torn, remove damaged layers of outer wrap by carefully cutting with sharp razor-type utility knife. Wash with Xylol area to be patched and at least 4 inches of undamaged tape where hand-applied tape wrap will overlap. AWWA C209 cold-applied tape; compatible with tape-wrapping system applied for each layer of outer-wrap tape that has been removed. If damaged area shows holiday when tested, remove outer layers and expose inner wrap. Prime exposed area and overlaps with light coat of primer. Firmly press into place patch of inner wrap of sufficient size to extend 4 inches from holidays in all directions. Holiday test patch to verify that it is installed satisfactorily. Retrim outer layer of tape to expose first wrap of outer-wrap tape sufficiently to allow minimum lap of 2 inches in all directions. Wash exposed outer wrap tape with Xylol and prime. Apply two layers of AWWA C209 outer wrap with 35 mils minimum thickness.

2 Regardless of results of electrical holiday test, bubbles in tape coating system are not allowed. Cut out bubbles and patch as detailed above.

3. Field repairs and applications of coatings: AWWA C209 around joint cutbacks except as modified herein. Field-welded joints: clean shop-primed ends of weld splatter, damaged primer and rust to achieve required surface preparation prior to field repair of linings and coatings.

a. Immediately prior to placing joint in trench, remove shop-applied primer by abrasive blasting, solvent or other method as approved by the

Engineer. Avoid damage to adjacent existing coatings. Clean surfaces to achieve surface preparation at least equivalent to SSPC SP6 in accordance with AWWA C209. Solvent: environmentally safe and compatible with coating-system primer

b. Apply primer immediately prior to application of first layer of tape to achieve maximum bond. Apply tape while primer is still "tacky" with 3-inch minimum overlap over shop-applied coating.

4. Do not expose tape coatings to harmful ultraviolet light for more than 90 days. Discard (remove) and replace outer layer of tape coating when exposure exceeds 90 days. In case of factory applied coatings, remove joint from site for removal and reapplication of outer layer of tape coatings.

B. At Owner's option, coating system and application may be tested and inspected at plant site in accordance with AWWA C214.

C. Cement Mortar Coating: AWWA C205; 1-inch minimum thickness, cut back from joint ends no more than 2 inches to facilitate joining and welding of pipe.

3.03 EXTERNAL COATING SYSTEM FOR STEEL PIPE INSTALLED ABOVEGROUND, IN VAULTS, TUNNELS OR CASINGS, AND INTERNAL LINING FOR ALL INSTALLATIONS

A. Cement Mortar Lining: AWWA C205; 1/2-inch minimum thickness; cut back from joint ends to facilitate joining and welding of pipe.

B. Safety: Paints, coatings, and linings specified herein are hazardous materials Vapors may be toxic or explosive. Protective equipment, approved by appropriate regulatory agency, is mandatory for all personnel involved in painting, coating, and lining operations.

C Workmanship:

1. Application: By qualified and experienced workers who are knowledgeable in surface preparation and application of high-performance industrial coatings

2. Paint Application Procedures: SSPC Good Painting Practices, Volume 1.

D. Surface Preparation:

1. Prepare all surfaces for painting with abrasive blasting.

2. Schedule cleaning and painting so that detrimental amounts of dust or other contaminants do not fall on wet, newly painted surfaces. Protect surfaces not intended to be painted from effects of cleaning and painting operations.

3. Prior to blasting, clean surfaces to be coated or lined of grease, oil and dirt by steaming or detergent cleaning in accordance with SSPC SP1.

4. Metal and Weld Preparation: Remove all surface defects such as gouges, pits, welding and torch-cut slag, welding flux and spatter by grinding to 1/4-inch minimum radius.

5. Abrasive Material:

   a. Blast only as much steel as can be coated same day of blasting.

   b. Use sharp, angular, properly graded abrasive capable of producing depth of profile specified herein. Transport abrasive to jobsite in moisture-proof bags or airtight bulk containers. Copper slag abrasives are not acceptable.

   c. After abrasive blast cleaning, verify surface profile with replica tape such as Tes-Tex Coarse or Extra Coarse Press-O-Film Tape, or approved equal. Furnish tapes to Owner for filing and future reference.

   d. Do not blast if metal surface may become wet before priming commences, or when metal surface is less than 5 degrees F above dew point.

6. Remove all dust and abrasive residue from freshly blasted surfaces by brushing or blowing with clean, dry air.

E. Coating and Lining Application:

1. Environmental Conditions: Do not apply coatings or linings when metal temperature is less than 50 degrees F; when ambient temperature is less than 5 degrees F above dew point; when expected weather conditions are such that ambient temperature will drop below 40 degrees F within 6 hours after application of coating; or when relative humidity is above 85 percent. Measure relative humidity and dew point by use of sling psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychometric Tables. Provide dehumidifiers for all field-applied coatings and linings to maintain proper humidity levels.

2. Application Procedures:

   a. Apply coatings and linings in accordance with manufacturer's recommendations and requirements of this section. Provide a finish free of runs, sags, curtains, pinholes, orange peel, fish eyes, excessive overspray or delaminations.

b. Thin materials only with manufacturer's recommended thinners. Thin only amount required to adjust viscosity for temperature variations, proper atomization and flow-out. Mix material components using mechanical mixers.

c Discard catalyzed materials remaining at end of day

3 Apply primer immediately after surface has been cleaned. Thoroughly dry pipe before primer is applied. Apply succeeding coats before contamination of under surface occurs.

4 Allow each coat of paint either to dry or cure amount of time recommended by coating or lining manufacturer before successive coats of paint are applied Apply all successive coats of paint within recoat threshold time as recommended by coating or lining manufacturer on printed technical data sheets or through written communications.

3.04 INSPECTION

A. Procure services of an independent testing laboratory or inspection service, approved by the Engineer, to perform tests on all portions of coating and lining applications. Laboratory shall supply services of NACE Certified Coatings Inspectors having Level III Certification for all coating and linings inspection work. Include cost of such testing in contract unit price bid for water main. Furnish copies of all test reports to the Engineer for review If defective coatings or lining are revealed, cost of repair and testing of repair will be paid for by Contractor. The Engineer shall have full and final decision as to suitability of all coatings and linings tested.

B. For all field applied coatings and linings, including joints, notify Owner sufficiently in advance of work so that Owner can perform examination of and acceptance of surface preparation and application of each coat prior to application of next coat. Furnish appropriate test data to Owner verifying compliance with requirements of this section of each coat prior to proceeding with next coat Recoat or repair runs, overspray, roughness and/or abrasives in coating, or other indications of improper application in accordance with coating or lining manufacturer's and the Engineer's instructions.

C. Repairs, surface preparation and painting will be subject to inspection by Owner. Guidelines published by Steel Structures Painting Council will be used as basis for acceptance or rejection of cleaning, painting or coating application. SSPC VIS1, Pictoral Surface, along with single-probe magnetic pull-off type dry film thickness gages, electrical holiday detectors, and standard wet film thickness gages will be used to determine acceptability of paint applications.

D. Check film thickness with nondestructive magnetic pull-off gage such as Mikrotest Model DFG-100 or electronic thickness gage National Bureau of Standards certified thickness calibration plates will be used to verify accuracy of thickness gage. Determine

maximum and minimum thickness in accordance with SSPC PA2 for frequency and method. Evaluate each length of pipe under SSPC PA2. Consider each field joint area separate and discrete for purpose of DFT measurements. Perform five spot DFT measurements on each field joint area (15 individual readings). Check thickness of each individual coat as well as thickness of overall system with respect to compliance with this Section. Failure to meet either overall system thickness requirements or requirements of component coats shall be cause for rejection and recoat or repair of entire joint or length of pipe.

E. Holiday Test:

1. Begin inspection after coating has sufficiently cured, usually one to five days. (Consult coating manufacturer for specific curing schedule.)
2. Use high-voltage d-c holiday detector such as D.E. Stearns Company Model 14/20 or Tinker & Rasor Model AP/W. Use 1600 volts, plus or minus 100 volts Use brass brush type electrode.
3. Ground high-voltage d-c holiday detector to metal being inspected. Earth-type ground tape is not acceptable. Mark detected defects with white chalk, repair and reinspect.
4. Adhesion Tests: ASTM D4541; pull-off testing using an Elcometer Model 106 Fixed Alignment Adhesion Tester. Adhesion testing may be directed by the Engineer on any length of pipe or joint which exceeds maximum coating thickness limitations specified in this Section.

3 05 COATINGS AND LININGS INSPECTION

A Owner reserves right to inspect or acquire service of independent third-party inspector who is fully knowledgeable of, and qualified to inspect, surface preparation and application of high-performance coatings to inspect any and all phases of all coatings and linings work, whether field or shop applied. Contractor responsible for application and performance of coating and lining whether or not Owner provides such inspection.

END OF SECTION

SECTION 02620

PVC PIPE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Polyvinyl chloride pressure pipe for water distribution in nominal diameters 4 inches through 16 inches.

B. Polyvinyl chloride pressure pipe for water transmission in nominal diameters.

C. Polyvinyl chloride sewer pipe for gravity sanitary sewers in nominal diameters 4 inches through 48 inches

D. Polyvinyl chloride pressure pipe for gravity sanitary sewers and force mains in nominal diameters 4 inches through 36 inches.

1.02 UNIT PRICES

A No separate payment will be made for PVC pipe under this section Include cost in unit price for water mains, force mains, gravity sanitary sewers, and storm sewers.

B. Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures.

1.03 SUBMITTALS

A. Conform to requirements of the applicable specification.

B. Submit shop drawings showing design of new pipe and fittings indicating alignment and grade, laying dimensions, fabrication, fittings, flanges, and special details.

1.04 QUALITY CONTROL

A. Submit manufacturer's certifications that PVC pipe and fittings meet requirements of this Section and AWWA C 900 or AWWA C 905 for pressure pipe applications, or the appropriate ASTM standard specified for gravity sewer pipe.

B. Submit manufacturer's certification that PVC pressure pipe has been hydrostatically tested at the factory in accordance with AWWA C 900 or 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 any other source is not acceptable. Furnish copies of test reports to the Engineer for review. Cost of testing shall be borne by Contractor or Supplier.

PART 2 PRODUCTS

2.01 MATERIAL

A. Use PVC compounds in the manufacture of pipe that contain no ingredient in an 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 a rating of 4000 psi for water at 73.4 degrees 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. For PVC pressure pipe used for water mains, 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.

D. Gaskets
1. Gaskets shall meet the requirements of ASTM F 477. Use elastomeric factory-installed gaskets to make joints flexible and watertight.
2. Pipes to be installed in potentially contaminated areas, especially where free product is found near the elevation of the proposed sewer, shall have the following gasket materials for the noted contaminants.

CONTAMINANT	GASKET MATERIAL REQUIRED
Petroleum (diesel, gasoline)	Nitrile Rubber
Other contaminants	As recommended by the pipe manufacturer

E. 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.

2.02 WATER SERVICE PIPE

A. Pipe 4-inch through 12-inch: AWWA C 900, Class 150, DR 18; nominal 20-foot lengths; cast iron equivalent outside diameters.

B. Pipe 16-inch: AWWA C 905; Class 235; DR 18; nominal 20-foot lengths; cast iron equivalent outside diameter.

C. PVC transmission waterline shall be in accordance to the provisions in the following table.

WALL CONSTRUCTION	MANUFACTURER	ASTM DESIGNATION	DR(max)/ STIFFNESS
Solid	J-M Manufacturing Co., Inc.	AWWA C905	DR 18, 235PSI
	Diamond Plastics Corp.	AWWA C905	DR 18, 235PSI
	North American Pipe Corporation (NAPCO)	AWWA C905	DR 18, 235PSI
	IPEX	AWWA C905	DR 18, 235PSI

D. Joints: ASTM D 3139; push-on type joints in integral bell or separate sleeve couplings. Do not use socket type or solvent weld type joints.

E. Make curves and bends by deflecting the joints. Do not exceed maximum deflection recommended by the pipe manufacturer. Submit details of other methods of providing curves and bends for review by the Engineer.

F. Hydrostatic Test: AWWA C 900, AWWA C 905, ANSI A21.10 (AWWA C110); at point of manufacture; submit manufacturer's written certification.

2.03 BENDS AND FITTINGS FOR PVC PRESSURE PIPE

A Bends and Fittings: ANSI A21.10, ductile iron; ANSI A21.11 single rubber MJ joints; minimum 150 psi pressure rating.

B. Coatings and Linings: Conform to requirements of Section 02610 – Ductile Iron Pipe and Fittings.

C Restraints for large diameter PVC pipe (AWWA C905) at the bell shall be consist of the following:

1. The restraint shall be manufactured of ductile iron conforming to ASTM A536.
2. A backup ring shall be utilized behind the PVC bell.

3. A restraint ring, incorporating a plurality or individually actuating gripping surfaces, shall used to connect the bell ring and gripping ring.
4 The restraint shall be the Series 2800 as manufactured by EBAA Iron, Inc., or approved equal.

2.04 GRAVITY SANITARY SEWER PIPE

A. Polyvinyl Chloride (PVC) Plastic Sewer Pipe:
1. Approved manufacturers include: J-M Manufacturing, CertainTeed, Can-Tex, Carlon Company, Diamond Plastics Corp., North American Pipe Corp. (NAPCO).
2. Pipe sizes 15 inches in diameter and smaller shall conform to ASTM D-3034, SDR 26.
3. Pipe sizes 18 inches in diameter and larger shall conform to ASTM F-679, F-794, SDR 26.
4 4" pipe (service connections) and fittings: ASTM D 1785 and ASTM D-2466, Schedule 40.
5. Pipe and fittings: ASTM D-3034, Type PSM (PVC), SDR 35 or ASTM F-789. All connections including wyes, tees, stacks and stubs shall be full bodied.
6. Pipe jointing: Spigot and integral wall section bell with solid cross section elastomeric or rubber ring factory-assembled and securely locked in place to prevent displacement, ASTM D 3212.
7. Standard 13 ft. or 20 ft. plus or minus 1 in. lengths.
8. Pipe shall pass test ASTM D 2444 without shattering or splitting.
9. Pipe shall pass test ASTM D 2412, minimum pipe stiffness: 46 psi at 5% deflection.
10. Joint, assembled in accordance with manufacturer's recommendation shall pass tightness test ASTM D 3212.
11. The deflection of pipe after installation and backfill shall not exceed 5% of the average inside diameter.

B. POLYVINYL CHLORIDE (PVC) PLASTIC SEWER PIPE REQUIRED FOR SEPARATION FROM WATER LINES (REFER TO 3.1 AND PLANS)
1 Pipe and Joints:
a. Clean, virgin, Type I, Grade I polyvinyl chloride complying with ASTM D 1784.
b. 6 in. and smaller pipe· AWWA C 900, DR-14, rated for 200 psi, UL listed.
c. 8 in. to 12": AWWA C 900, DR-18, rated for 150 psi, UL listed or ASTM D 2241 PVC Pipe (SDR-PR), SDR 26 rated for 160 psi.
d. Greater than 12" pipe: AWWA C 905 DR-25 rated for 165 psi, UL listed
e. Integral bell with elastomeric or rubber solid cross section compression ring gasketed joints complying with ASTM D 3139.
f. Bears National Sanitation Foundation (NSF) testing laboratory seal.
g. Cast iron o.d., ASTM D 1785 for AWWA C-900.

2. Tests:
   a. Each standard, random, or short length of pipe and each coupling sleeve, when manufactured from same material as pipe, shall be tested in accordance with USDC CS-272.
   b. Use Class 150 except pipe 6 in. or less shall be Class 200.
3. Connections of PVC to Cast Iron Pipe, Fittings, and Valves:
   a. Cast iron fittings: Make connections of polyvinyl chloride pipe to cast iron fittings or gate valves in compliance with jointing methods recommended by pipe manufacturer
   b. Fittings shall be cement lined and sealed in compliance with AWWA C 104.

2.05 SANITARY SEWER FORCE MAIN PIPE

A. Provide PVC pressure pipe conforming to the requirements for water service pipe, and conforming to the minimum working pressure rating specified in applicable specification.

B. Acceptable pipe joints are integral bell-and-spigot, containing a bonded-in elastomeric sealing ring meeting the requirements of ASTM F 477. In designated areas requiring restrained joint pipe and fittings, use EBAA Iron Series 2000PV, Uniflange Series 1350 restrainer, or equal joint restraint device conforming to UNI-B-13, for PVC pipe 12-inch diameter and less.

C Fittings: Provide ductile iron fittings as per Paragraph 2.03, except furnish all fittings with one of the following internal linings:
1. Nominal 40 mils (35 mils minimum) virgin polyethylene complying with ASTM D 1248, heat fused to the interior surface of the fitting, as manufactured by American Cast Iron Pipe "Polybond", or U.S. Pipe "Polyline"
2. Nominal 40 mils (35 mils minimum) polyurethane, Corro-pipe II by Madison Chemicals, Inc.
3. Nominal 40 mils (35 mils minimum) ceramic epoxy, Protecto 401 by Enduron Protective Coatings.

D. Exterior Protection: Provide polyethylene wrapping of ductile iron fittings as required by Section 02630 - Polyethylene Wrap

E. Hydrostatic Tests: Hydrostatically test pressure rated pipe in accordance with Paragraph 2.02 E.

PART 3 EXECUTION

3.01 PROTECTION

A. Store pipe under cover out of direct sunlight and protect from excessive heat or harmful chemicals in accordance with the manufacturer's recommendations.

3.02 INSTALLATION

A. Conform to requirements of Section 02664 – Water Mains.

B. Install PVC pipe in accordance with Section 02227 - Excavation and Backfill for Utilities, ASTM D 2321, and manufacturer's recommendations.

C. Water service pipe 12 inches in diameter and smaller Installed to clear utility lines and have minimum 4 feet of cover below lowest property line grade of street, unless otherwise required by Drawings.

D. For water service, exclude use of PVC within 200 feet (along the public right-of-way) of underground storage tanks or in undeveloped commercial acreage. Underground storage tanks are primarily located on service stations but can exist at other commercial establishments.

END OF SECTION

SECTION 02626

TAPPING SLEEVES AND VALVES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Tapping sleeves and valves for connections to existing water system.

1 02 UNIT PRICES

A Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures.

1.03 SUBMITTALS

A. Submit product data in accordance with requirements of applicable specification.

1.04 QUALITY CONTROL

A. Provide manufacturer's affidavit that all valves purchased for tapping of existing waterlines conform to Section 02640 - Gate Valves and to applicable requirements of AWWA C500 and that they have been satisfactorily tested in accordance with AWWA C500.

PART 2 PRODUCTS

2.01 MATERIALS

A. Tapping Sleeves:

1. Tapping Sleeve Bodies: AWWA C110 cast or ductile iron; AWWA C200 carbon steel; in two sections to be bolted together with high-strength, corrosion-resistant, low-alloy, steel bolts; mechanical joint ends.

2. Branch Outlet of Tapping Sleeve: Flanged; machined recess; AWWA C207, Class D, ANSI 150 lb drilling. Gasket: Affixed around recess of tap opening to preclude rolling or binding during installation.

3. Where fire service from 6-inch main is approved, use cast iron split sleeve.

B. Welded-steel tapping-sleeve bodies may be used in lieu of cast or ductile iron bodies for following sizes and with following restrictions.

1. Flange: AWWA C207, Class D, ANSI 150 lb drilling. Gasket: Affixed around recess of tap opening to preclude rolling or binding during installation.

2. Steel sleeves are restricted to use on pipe sizes 6-inch and larger.

3. Body: Heavy, welded-steel construction; top half grooved to retain neoprene O-ring seal permanently against O.D. of pipe

4. Bolts: AWWA C500 Section 3.5; coated with 100 percent vinyl resin or corrosive resistant material.

5. Steel Sleeves: Fusion-bonded epoxy coated to minimum 12-mil thickness. Finished epoxy coat: Free of laminations and blister; not peel; and remain pliant and resistant to impact. Ship steel sleeves in wooden crates that provide protection from damage to epoxy coating during transport and storage

6. Acceptable steel tapping sleeve manufacturers are JCM and Rockwell, or approved equal.

7. Tapping Sleeves. Provide with 3/4-inch NPT test opening for testing prior to tapping. Provide 3/4-inch bronze plug for opening.

8. Do not use steel sleeves for taps greater than 75 percent of pipe diameter.

C. Tapping Valves: Meet all requirements of Section 02640 - Gate Valves with the following exceptions:

1. Inlet Flanges:

a. AWWA C110; Class 125.

b. AWWA C110; Class 150 and higher: Minimum eight hole flange.

2. Outlet: Standard mechanical joint; to fit any standard tapping machine.

3. Valve Seat Opening: Accommodate full-size shell cutter for nominal size tap without any contact with valve body; double disc resilient seat.

D. Valve Boxes: Furnish and install according to Section 02604 – Valve Boxes, Meter Boxes, and Meter Vaults.

PART 3 EXECUTION

3.01 GENERAL

A. Install tapping sleeves and valves at locations and of sizes as shown on Drawings.

B. Thoroughly clean tapping sleeve, tapping valve and pipe prior to installation and in accordance with manufacturer's instructions.

C. Hydrostatically test installed tapping sleeve to 150 psig for a minimum of 15 minutes. Inspect sleeve for leaks, and remedy leaks prior to tapping operation.

D. When tapping concrete pressure pipe, size on size, use shell cutter one standard size smaller than waterline being tapped.

E. Do not use Large End Bell (LEB) increasers with a next size tap unless existing pipe is asbestos-cement.

3.02 INSTALLATION

A. Tighten bolts in proper sequence so that undue stress is not placed on pipe.

B. Align tapping valve properly and attach it to tapping sleeve.

C. Make tap with sharp, shell cutter:

1. For 12-inch and smaller tap, use minimum cutter diameter one-half inch less than nominal tap size.

2. For 16-inch and larger tap, use manufacturer's recommended cutter diameter.

D. Withdraw coupon and flush all cuttings from newly made tap.

E. Wrap completed tapping sleeve and valve in accordance with Section 02664 – Water Mains.

F. Place concrete thrust block behind tapping sleeve (NOT over tapping sleeve and valve).

G. Request inspection of installation prior to backfilling.

H. Backfill in accordance with Section 02227 – Excavation and Backfill for Utilities.

END OF SECTION

SECTION 02627

WATER METERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Water meters for customer service, including submeters (i.e , cooling tower meters, sewer credit meters, etc.), for fire service in sizes 5/8 inch through 10 inches.

1.02 UNIT PRICES

A. Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures.

PART 2 PRODUCTS

2.01 GENERAL

A. Owner furnishes all water meters.

2.02 CONNECTIONS AND FITTINGS

A. Connections: Provide pipe in accordance with Section 02610 - Ductile Iron Pipe and Fittings and Section 02620 - PVC Pipe; restrained joints only.

B. Fittings: Restrained ductile iron; push-on bell joints or mechanical joint fittings outside of meter vault installations; Class 125 flanged inside meter vaults; cement mortar lined and sealed.

2.03 LAYING LENGTHS

A. The minimum length (with 1 inch tolerance) for meter and standard strainer shall be shown as indicated on the detail drawing for water meters.

PART 3 EXECUTION

3.01 TAPPING AND SERVICE LINE INSTALLATION

A. Refer to Section 02626 for tapping requirements.

B. Service Line:

1. Use pipe and fittings which conform to the requirements of Section 02610 - Ductile Iron Pipe and Fittings or Section 02620 - PVC Pipe.

2. Only pull or deflect joints to limits recommended by manufacturer.

3. Make vertical adjustments with offset bends where room will permit. Minimize number of bends

4. Ten pipe diameters minimum of straight pipe length upstream and downstream of meter vault.

3.02 METER FITTING HOOKUP

A. Support meter piping; level and plumb meter during and after installation. Meters 3 inches and larger: support at minimum two locations with concrete.

B. Use round flanged fittings inside meter box or vault except for mechanical joint to flange adapter. Provide full-face 1/8-inch black neoprene or red rubber gasket material on flanged joints. Provide bolts and nuts made from approved corrosion-resistant material

C. Tighten all bolts in proper sequence and to correct torque.

D. Visually check for leaks under normal operating pressure following installation. Repair or replace any leaking components.

END OF SECTION

SECTION 02628

AUGERING PIPE FOR WATER LINES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Installing water service pipe by methods of auguring.

1.02 UNIT PRICES

A. Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures.

1 03 SUBMITTALS

A. Submit product data in accordance with requirements of applicable specification.

B. Submit product data for casing insulators for approval.

C. Prior to commencement of work, furnish for the Engineer's approval, a plan showing pit locations. Approval of this plan will not relieve Contractor from responsibility to obtain specified results.

D. Show actual pit locations dimensioned on as-built drawings so that they can be identified in field.

1.04 REGULATORY REQUIREMENTS

A. Conform to Texas Department of Transportation for installations under state highways

B. Installations under railroads:

1. Secure and comply with requirements of right-of-entry for crossing railroad company's easement or right-of-way from railroad companies affected. Comply with railroad permit requirements. Submit copy to the Engineer.

2. Use dry auger method only.

3. No extra compensation for damages due to delays caused by the railroad requesting work to be done at hours which will not inconvenience the railroad.

4. Maintain minimum 35-foot clearance from centerline of tracks.

PART 2 PRODUCTS

2.01 MATERIALS

A. Piping and Fittings: As required by Drawings.

B. Casings: Where required by Drawings, in accordance with Section 02611 - Steel Pipe and Fittings.

C. Insulators: Where casings are required by Drawings, casing insulator width 8 inches for pipe sizes 4 to 14 inches; 12 inches for pipe sizes 16 to 30 inches. As shown on drawings.

D Casing End Seals: Provide Pipeline Seal & Insulator Model C or approved equal.

PART 3 EXECUTION

3.01 GENERAL

A. Do not exceed 100 feet for length of auger hole for PVC pipe less than 12 inches in diameter without intermediate pit.

B. Do not exceed 75 feet for length of auger hole for PVC pipe 12 inches to 16 inches in diameter without intermediate pit.

C. Do not exceed 40 feet for length of auger hole for PVC pipe greater than 16-inches in diameter without intermediate pit.

3.02 PREPARATION

A. Conform to applicable provisions of applicable specification.

3.03 TRAFFIC CONTROL

A. Conform to applicable provisions of applicable specification

B. Secure right-of-entry for crossing railroad company's easement or right-of-way.

3.04 JACKING

A. Comply with Section 01526 - Trench Safety Systems for all pits, access shafts, end trenches and other excavations relating to work required by this specification.

B. If grade of pipe at jacking end is below ground surface, excavate suitable pits or trenches for conducting jacking operations and for placing end joints of pipe. Wherever end trenches are cut in sides of embankment or beyond it, sheath securely and brace such work to prevent earth caving.

C. No more than one joint shall be made-up in pit or trench prior to jacking.

D. Construction shall not interfere with operation of railroad, street, highway, or other facility, nor weaken or damage embankment or structure.

E. During construction operations, furnish and maintain barricades and lights to safeguard traffic and pedestrians as directed by the Engineer, until such time as backfill has been completed and removed from site.

F. Provide heavy-duty jacks suitable for forcing pipe through embankment. Use suitable jacking head, usually of timber, and suitable bracing between jacks and jacking head and suitable jacking frame or backstop so that jacking pressure will be applied to pipe uniformly around ring of pipe. Set pipe to be jacked on guides, properly braced together, to support section of pipe and to direct it in proper line and grade. Place jacking assembly in line with direction and grade of pipe Excavate embankment material just ahead of pipe and remove material through pipe. Force pipe through embankment with jacks, into space thus provided

G. Conform excavation for underside of pipe to contour and grade of pipe, for at least one third of circumference of pipe. Provide clearance of not more than 2 inches for upper half of pipe. Taper off upper clearance to zero at point where excavation conforms to contour of pipe.

H. Distance that excavation shall extend beyond end of pipe depends on character of material, but it shall not exceed 2 feet in any case. Decrease distance on instructions from the Engineer, if character of material being excavated makes it desirable to keep advance excavation closer to end of pipe.

I. Jack pipe from low or downstream end. Lateral or vertical variation in final position of pipe from line and grade established by the Engineer will be permitted only to extent of 1 inch in 10 feet, provided such variation is regular and only in one direction and that final grade of flow line is in direction indicated on plans.

J. Use cutting edge of steel plate around head end of pipe extending short distance beyond end of pipe with inside angles or lugs to keep cutting edge from slipping back onto pipe.

K. Once jacking of pipe is begun, carry on without interruption, insofar as practicable, to prevent pipe from becoming firmly set in embankment.

L. Remove and replace any pipe damaged in jacking operations.

M. Backfill pits or trenches excavated to facilitate jacking operations immediately after completion of jacking of pipe.

N. Grout annular space when loss of embankment occurs or when clearance of two inches is exceeded.

3.05 AUGERING (BORING)

A. Auger from approved pit locations. Excavate for pits and install shoring as outlined above under "Jacking." Auger mechanically with use of a pilot hole entire length of crossing and check for line and grade on opposite end of bore from work pit. The large hole is to be no more than 2 inches larger than diameter of bell. Place excavated material outside working pit and dispose of as required Use water or other fluids in connection with boring operation only to lubricate cuttings; jetting will not be permitted.

B In unconsolidated soil formations, a gel-forming colloidal drilling fluid may be used. Fluid is to consist of at least 10 percent of high-grade processed bentonite and shall consolidate cuttings of bit, seal walls of hole, and shall furnish lubrication for subsequent removal of cuttings and installation of pipe.

C. Grout annular space when loss of embankment occurs or when clearance of two inches is exceeded.

3.06 CASING

A. Install casings as required by Drawings, in accordance with this section.

3.07 INSULATOR INSTALLATION

A. There must be no inadvertent metallic contact between casing and carrier pipe. Spacing of spacers should ensure that carrier pipe is adequately supported throughout its length, particularly at ends, to offset settling and possible electrical shorting. End spacer must be within 6 inches of end of casing pipe, regardless of size of casing and carrier pipe or type of spacer used. Casing spacers are designed to withstand much greater loads than can be safely applied to most coatings. Therefore, spacing between spacers depends largely on load bearing capabilities of pipe coating and flexibility of pipe.

B. Bottom of trench adjacent to each end of casing should be graded to provide firm, uniform and continuous support for carrier pipe. If trench requires some backfill to establish final trench bottom grade, backfill material should be placed in 6-inch lifts and each layer properly compacted.

C. Casing spacers should be installed in accordance with manufacturer's instructions. Special care should be taken to ensure that all subcomponents are correctly assembled and evenly tightened, and that no damage occurs during tightening of insulators or carrier pipe insertion.

D. Annulus between carrier pipe and casing should be sealed with casing end seals at each end of casing.

E. Insulator Spacing.

1. Spacing shall be as shown on Drawing with maximum distance between spacers to be 10 feet for pipe sizes 4 to 14 inches and 6 feet for pipe sizes 16 to 30 inches.

2. If casing or carrier pipe is angled, bent or dented, spacing should be reduced

3.08 PITS

A. Locate auger pits where there is minimum interference with traffic or access to property.

B. Pit Size: Provide minimum 6-inch space between pipe and walls of bore pit. Maximum allowable width of pit shall be 5 feet unless approved by the Engineer. Width of pit at surface shall not be less than at bottom. Maximum allowable length of pit shall be no more than 5 feet longer than one full joint of pipe and shall not exceed 25 feet unless approved by the Engineer.

C. Excavate bore pits to finished grade at least 6 inches lower than grade indicated by stakes or as approved by the Engineer.

D. Backfill in accordance with Section 02227 – Excavation and Backfill for Utilities.

3.09 CLEANUP

A. Conform to applicable provisions of applicable specification.

3.10 FILLING ANNULAR SPACE

A. Allowable variation from line and grade shall be as specified under "Jacking." Block void space around pipe in augered hole with approximately 12 inches of packed clay or similar material approved by the Engineer, to prevent bedding or backfill from entering the void around the pipe in the augered hole when compacted. For pipe diameters 4 inches through 8 inches use minimum 1/2 cubic foot clay for pipe diameters 12 inches through 16 inches use minimum 3/4 cubic foot clay.

END OF SECTION

SECTION 02629

POLYURETHANE COATINGS ON STEEL OR DUCTILE IRON PIPE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Two-component polyurethane coating system for use as an internal or external coating for steel or ductile iron pipe.

1.02 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of polyurethane coatings in contract unit bid prices for steel pipe or ductile iron pipe.

1.03 SAFETY

A. Secure, from manufacturer, Material Safety Data Sheet (MSDS) for polyurethane coatings and repair materials listed in this section.

B. Safety requirements stated in this specification and in related sections apply in addition to applicable federal, state and local rules and regulations. Comply with instructions of coating manufacturer and requirements of insurance underwriters.

C. Adhere to handling and application practices of SSPC-PA Guide 3; SSPC-PS Guide 17.00; Coating Manufacturer's Material Safety Data Sheet.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of applicable specification.

B. Submit coating manufacturer's catalog sheets and technical information for approval, prior to delivery of pipe.

C Obtain from coating manufacturer and furnish to Engineer, a coating "affidavit of compliance" to requirements of this section stating that coatings were applied in factory and in accordance with manufacturer's minimum requirements.

PART 2 PRODUCTS

2.01 COATING MATERIAL

A. Coating Standard: ASTM D16.

B. Coating System: Use a Coating Standard ASTM D16 Type, V system which is a 2-package polyisocyanate, polyol-cured urethane coating. The components are mixed in 1:1 ratio at time of application. The components are balanced viscosities in their liquid state and do not require agitation during use.

C. Exterior Coating Material: CORROPIPE II-TX and Joint Coating Material CORROPIPE II-PW, as manufactured by Madison Chemical Industries, Inc., 5673 Old Dixie Road, Forest Park, Georgia 30050, or approved equal

D Internal Coating Material: Exterior Coating Material, CORROPIPE II-TX and Joint Coating Material CORROPIPE II-PW, as manufactured by Madison Chemical Industries, Inc., 5673 Old Dixie Road, Forest Park, Georgia 30050, or approved equal.

E. Cured Coating Properties.

1. Conversion to Solids by Volume: 97 percent plus or minus 3 percent.

2. Temperature Resistance: Minus 40 degrees F and plus 130 degrees F

3 Minimum Adhesion: 500 psi, when applied without primer to ductile iron pipe which has been blasted to comply with SSPC-SP10

4 Cure Time: For handling in 1 minute at 120 degrees F, and full cure within 7 days at 70 degrees F.

5. Maximum Specific Gravities: Polyisocyanate resin, 1 20. Polyol resin, 1.15.

6 Minimum Impact Resistance. 80 inch-pounds using 1-inch diameter steel ball where coating is applied at 30 mils to ductile iron pipe surface which has been blasted to SSPC No. 10 finish.

7. Minimum Tensile Strength: 2000 psi.

8. Hardness: 55 plus or minus 5 Shore D at 70 degrees F.

9 Flexibility Resistance: ASTM D1737 using 1-inch mandrel. Allow coating to cure for 7 days. Perform testing on test coupons held for 15 minutes at temperature extremes specified in Paragraph 2.01E.

2.02 REPAIR AND/OR TOUCHUP MATERIAL

A. CORROPIPE II PW - TOUCHUP (two-component, brush applied); mix in accordance with coating manufacturer's recommendations.

2 03 PACKAGING AND LABELING

A. Containers: Standard containers to prevent gelling, thickening deleteriously or forming of gas in closed containers within period of one year from date of manufacture.

B. Labeling: Label each container of separately packaged component clearly and durably to indicate date of manufacture, manufacturer's batch number, quantity, color, component identification and designated name or formula specification number of coating together with special instructions. Do not use coating components older than one year

2.04 DELIVERY, STORAGE AND HANDLING

A. Delivery: Deliver coating materials to pipe manufacturer in sealed containers showing designated name, batch number, color, date of manufacture and name of coating manufacturer.

B Storage: Store material on site in enclosures, out of direct sunlight in warm, ventilated and dry area.

C Protection: Prevent puncture, inappropriate opening or other action which may lead to product contamination.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

A. Remove deposits of oil, grease or other organic contaminates before blast cleaning by using solvent wash as specified in SSPC-SP1. Clean and dry surfaces making them completely dry, free of moisture, dust, grit, oil, grease or any other deleterious substances prior to application of coating.

B. Exterior and Interior Surfaces: SSPC-SP10; near-white metal blast cleaning. The blasting shall be done with clean, hard, sharp cutting abrasives with no steel or cast iron shot in the mix.

C. Ductile Iron Pipe: Prior to the start of production blasting, the Contractor shall prepare specimens for a white metal blast and a near-white metal blast using the equipment and abrasives proposed for the work. During preparation of the specimens, the blasting intensity and abrasive shall be changed as necessary to provide the degree of cleaning required by SSPC-SP10, except that the color of the blasted substrate is not expected to match the color of blasted steel. After examination and concurrence by the Engineer, the production blasting may begin. The production blasting shall be monitored and controlled by the Contractor so that production pipe surfaces match the surface of the approved blasting specimens.

3.02 THICKNESS

A. External Coatings: Minimum DFT of 25 mils (0.025 inch).

B. Internal Coatings: Minimum DFT of 35 mils

C. Thickness Determinations: Use Type 1 magnetic thickness gage as described in SSPC-PA2 specification Individual readings below 90 percent of specified minimum are not acceptable. Average individual spot readings (consisting of three point measurements within 3 inches of each other) less than 95 percent of minimum are not acceptable. Average of all spot readings less than minimum thickness specified are not acceptable.

3.03 FACTORY APPLICATION OF POLYURETHANE COATING

A. Equipment. Two-component, 1:1 mix ratio, heated airless spray unit.

B. Temperature: Minimum 5 degrees F above dew point temperature. The temperature of the surface shall not be less than 60 degrees F during application.

C. Humidity: Heating of pipe surfaces may be required to meet requirements of 2.01E if relative humidity exceeds 80 percent.

D. Do not thin or mix resins; use as received. Store resins at a temperature above 55 degrees F at all times.

E. Application: Conform to coating manufacturer's recommendations. Apply directly to substrate to achieve specified thickness. Multiple-pass, one-coat application process is permitted provided maximum allowable recoat time specified by coating manufacturer is not exceeded.

F. Recoating: Recoat only when coating has cured less than maximum time specified by coating manufacturer. When coating has cured for more than recoat time, brush-blast or thoroughly sand coating surface. Blow-off cleaning using clean, dry, high-pressure compressed air.

G. Curing: At ambient temperature above 0 degrees F Do not handle pipe until coating has been allowed to cure as follows:

Ambient Temperature	Minimum Full Cure Time
Over 70°F	7 days
50 to 70°F	9 days
0 to 50°F	12 days

3.04 JOINTS

A Apply coating to unlined pipe surfaces including inside of bell socket and outside of spigot

B. Joint Coating Materials: CORROPIPE II PW (instant-set, two-component material, plural component spray applied), or CORROPIPE II PW -TOUCHUP (two-component, brush applied).

C. Coating thickness on sealing areas of spigot end of pipe exterior: Minimum 8 mils (0.008 inch), maximum of 10 mils (0.010 inch). Maximum 10 mils may be exceeded in spigot end provided maximum spigot diameter as specified by pipe manufacturer is not exceeded.

3.05 INSPECTION

A. Engineer may inspect coatings at coating applicator's facilities.

B Holiday Inspection: AWWA C210, Section 5.3.3.1. Follow coating manufacturer's recommendation Conduct inspection any time after coating has reached initial cure Repair in accordance with paragraph 3 07, Repair and Field Touchup.

3.06 PIPE INSTALLATION

A For wastewater projects, provide services of manufacturer's representative for period of not less than 2 weeks at beginning of actual pipe laying operations to advise Contractor regarding installation including but not limited to handling and storing, cleaning and inspecting, coatings repairs, and general construction methods as to how they may affect pipe coatings.

B. Handling, Shipment, and Storage: Nylon straps, padded lifts and padded storage skids are required. Field cuts should be kept to minimum. Repair damage to coating due to handling or construction practices at no additional cost to. See Section 02610 - Ductile Iron Pipe and Fittings and Section 02611 - Steel Pipe and Fittings for additional requirements.

C Just before each section of pipe is to be placed into the trench, conduct a visual and holiday inspection. Defects in the coating system shall be repaired before the pipe is installed.

3.07 REPAIR AND FIELD TOUCHUP

A. Apply repair/touchup materials in conformance with factory application of polyurethane coating requirements specified in this section, excluding equipment requirements.

B. Repair Procedure - Holidays:

1. Remove all traces of oil, grease, dust, dirt, etc.

2. Roughen area to be patched by sanding with rough grade sandpaper (40 grit).

3. Apply one coat of repair material described above. Work repair material into scratched surface by brushing.

C Repair Procedure - Field Cuts or Large Damage:

1. Remove burrs from field cut ends or handling damage and smooth out edge of polyurethane coating.

2. Remove all traces of oil, grease, dust, dirt, etc

3 Roughen area to be patched with rough grade sandpaper (40 grit). Feather edges and include overlap of 1 inch to 2 inches of roughened polyurethane in area to be patched.

4. Apply thick coat of repair material described above. Work repair material into scratched surface by brushing. Feather edges of repair material into prepared surface. Cover at least 1 inch of roughened area surrounding damage, or adjacent to field cut.

D. For Wastewater Projects; Repair Procedure - Thermite Brazed Connection Bonds:

1. Remove polyurethane coating from area on metal surface which is to receive thermite brazed connection with power wire brush.

2. Grind metal surface to shiny metal with power grinder and coarse grit grinding wheel.

3. Apply thermite brazed connection using equipment, charge and procedure recommended by manufacturer of thermite equipment.

4. After welded surface has cooled to temperature below 130 F, apply protective coating repair material to weld, exposed pipe surface and damaged areas of polyurethane coating.

5 Do not cover or backfill freshly repaired areas of coating at thermite brazed connection until repair material has completely cured. Allow material to cure in conformance with manufacturer's recommendations.

END OF SECTION

SECTION 02630

POLYETHYLENE WRAP

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Polyethylene wrap for cast and ductile iron pipe to be used only in open-cut construction when cathodic protection system is not required by Drawings.

1.02 UNIT PRICES

A. No separate payment will be made for polyethylene wrap. Include cost of polyethylene wrap in unit price for items wrapped.

1.03 SUBMITTALS

A. Submit product data in accordance with applicable specification.

B Submit product data for proposed film and tape for approval

PART 2 PRODUCTS

2.01 MATERIALS

A. Polyethylene Film: Tubular or sheet form without tears, breaks, holidays or defects; conforming with requirements of AWWA C 105, 2.5 to 3 percent carbon black content, either low- or high-density:

1. Low-density polyethylene film Low-density polyethylene film shall be manufactured of virgin polyethylene material conforming to the following requirements of ASTM D 1248.
   a. Raw material.
      (1) Type : I
      (2) Class: C (black)
      (3) Grade: E-5
      (4) Flow rate (formerly melt index): 0.4 g/10 minute, maximum
      (5) Dielectric strength: Volume resistivity, 10^{15} ohm-cm, minimum
   b. Physical properties.
      (1) Tensile strength: 1200 psi, minimum
      (2) Elongation: 300 percent, minimum
      (3) Dielectric strength: 800 V/mil thickness, minimum
   c. Thickness: Low-density polyethylene film shall have a nominal thickness of 0.008 inch. The minus tolerance on thickness is 10 percent of the nominal thickness.

2. High-density, cross-laminated polyethylene film: High-density, cross laminated polyethylene film shall be manufactured of virgin polyethylene material conforming to the following requirements of ASTM D 1248
   a. Raw material.
      (1) Type: III
      (2) Class: C (black)
      (3) Grade: P33
      (4) Flow rate (formerly melt index): 0.4 to 0.5g/10 minute, maximum
      (5) Dielectric strength: Volume resistivity, 10^{15} ohm-cm, minimum
   b Physical properties.
      (1) Tensile strength: 5000 psi, minimum
      (2) Elongation: 100 percent, minimum
      (3) Dielectric strength: 800 V/mil thickness, minimum
   c. Thickness: Film shall have a nominal thickness of 0.004 inch. The minus tolerance of thickness is 10 percent of the nominal thickness.

B. Polyethylene Tape: Provide 3-inch wide, plastic-backed, adhesive tape; Polyken No. 900, Scotchwrap No. 50, or equal.

PART 3 EXECUTION

3.01 INSTALLATION

A. Preparation:
   1. Remove all lumps of clay, mud, cinders, etc., on pipe surface prior to installation of polyethylene encasement. Prevent soil or embedment material from becoming trapped between pipe and polyethylene.
   2. Fit polyethylene film to contour of pipe to effect a snug fit, but not tight; encase with minimum space between polyethylene and pipe. Provide sufficient slack in contouring to prevent stretching polyethylene where it bridges irregular surfaces, such as bell-spigot interfaces, bolted joints or fittings, and to prevent damage to polyethylene due to backfilling operations. Secure overlaps and ends with adhesive tape to hold polyethylene encasement in place until backfilling operations are complete.
   3. For installations below water table and/or in areas subject to tidal actions, seal both ends of polyethylene tube with adhesive tape at joint overlap.

B. Tubular Type (Method A).
   1. Cut polyethylene tube to length approximately 2 feet longer than pipe section. Slip tube around pipe, centering it to provide 1-foot overlap on each adjacent pipe section, and bunching it accordion-fashion lengthwise until it clears pipe ends.
   2 Lower pipe into trench and make up pipe joint with preceding section of pipe. Make shallow bell hole at joints to facilitate installation of polyethylene tube
   3. After assembling pipe joint, make overlap of polyethylene tube. Pull bunched polyethylene from preceding length of pipe, slip it over end of new length of pipe, and secure in place. Then slip end of polyethylene from new pipe section

over end of first wrap until it overlaps joint at end of preceding length of pipe. Secure overlap in place Take up slack width at top of pipe to make a snug, but not tight, fit along barrel of pipe, securing fold at quarter points.

4. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

C. Tubular Type (Method B):

1. Cut polyethylene tube to length approximately 1 foot shorter than pipe section. Slip tube around pipe, centering it to provide 6 inches of bare pipe at each end. Take up slack width at top of pipe to make a snug, but not tight, fit along barrel of pipe, securing fold at quarter points; secure ends.
2. Before making up joint, slip 3-foot length of polyethylene tube over end of preceding pipe section, bunching it accordion-fashion lengthwise. After completing joint, pull 3-foot length of polyethylene over joint, overlapping polyethylene previously installed on each adjacent section of pipe by at least 1 foot; make each end snug and secure.
3. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

D. Sheet Type:

1. Cut polyethylene sheet to a length approximately 2 feet longer than pipe section. Center length to provide 1-foot overlap on each adjacent pipe section, bunching it until it clears pipe ends. Wrap polyethylene around pipe so that it circumferentially overlaps top quadrant of pipe. Secure cut edge of polyethylene sheet at intervals of approximately 3 feet
2. Lower wrapped pipe into trench and make up pipe joint with preceding section of pipe. Make shallow bell hole at joints to facilitate installation of polyethylene. After completing joint, make overlap and secure ends.
3. Repair cuts, tears, punctures, or other damage to polyethylene. Proceed with installation of next section of pipe in same manner.

E. Pipe-shaped Appurtenances: Cover bends, reducers, offsets, and other pipe-shaped appurtenances with polyethylene in same manner as pipe.

F. Odd-shaped Appurtenances: When it is not practical to wrap valves, tees, crosses, and other odd-shaped pieces in tube, wrap with flat sheet or split length of polyethylene tube by passing sheet under appurtenance and bringing it up around body. Make seams by bringing edges together, folding over twice, and taping down. Tape polyethylene securely in place at valve stem and other penetrations.

G. Repairs: Repair any cuts, tears, punctures, or damage to polyethylene with adhesive tape or with short length of polyethylene sheet or cut open tube, wrapped around pipe to cover damaged area, and secured in place.

H. Openings in Encasement: Provide openings for branches, service taps, blowoffs, air valves, and similar appurtenances by making an X-shaped cut in polyethylene and temporarily folding back film. After appurtenance is installed, tape slack securely to appurtenance and repair cut, as well as other damaged area in polyethylene, with tape. Service taps may also be made directly through polyethylene, with any resulting damaged areas being repaired as described above.

I. Junctions between Wrapped and Unwrapped Pipe. Where polyethylene-wrapped pipe joins an adjacent pipe that is not wrapped, extend polyethylene wrap to cover adjacent pipe for distance of at least 3 feet. Secure end with circumferential turns of tape. Wrap service lines of dissimilar metals with polyethylene or suitable dielectric tape for minimum clear distance of 3 feet away from cast or ductile iron pipe.

END OF SECTION

SECTION 02640

GATE VALVES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Furnishing and installing gate valves and boxes.

1.02 UNIT PRICES

A. Refer to Section 01025 – Measurement and Payment for Water Line Construction for unit price procedures.

1 03 SUBMITTALS

A Submittals shall conform to requirements of the applicable specification.

B. Submit manufacturer's product data for proposed valves for approval.

1.04 QUALITY CONTROL

A. Provide manufacturer's affidavit that all gate valves have been satisfactorily tested in the United States in accordance with AWWA C500 and C509.

PART 2 PRODUCTS

2.01 MATERIALS

A. Gate Valves: AWWA C500, C509 and additional requirements of this Section; direct bury and in subsurface vaults open counterclockwise.

B. If type of valve is not indicated on Drawings, gate valves shall be used as line valves for sizes less than 16-inches.

C. Gate Valves 1-1/2 Inches in Diameter and Smaller: 125 psig; bronze; non-rising-stem; single-wedge; disc type; screwed ends; Nibco T-133, or equal

D. Coatings for Gate Valves 2 Inches and Larger: AWWA C550; Indurall 3300 or approved equal; non-toxic; not impart taste to water; function 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 and 2 ½ inches in Diameter: Iron body; double disk gate; non-rising stem; 200-pound test; 2-inch square nut, Mueller or American Darling or approved equal, operating counterclockwise to open (open left).

F. Gate Valves 4 Inches to 12 Inches in Diameter: Non-directional; resilient wedge gate valves(AWWA C509); 200 psig; bronze mounting; mechanical joint and nut operated unless otherwise specified, Mueller or American Darling resilient wedge valve or approved equal; and comply with following:

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: Ductile iron; flange bonnet and stuffing box together with ASTM A307 Grade B bolts. Cast in body manufacturer's initials, pressure rating, and year manufactured.

3. Bronze: Valve components in waterway to contain not more than 15 percent zinc and not more than 2 percent aluminum.

4. Stems: ASTM B763 bronze, alloy number 995 minimum yield strength of 40,000 psi; minimum elongation in 2-inches of 12%; non-rising.

5. "O" Rings: AWWA C509, sections 2.2.6 and 4.8.2.

6. Stem Seals: Consist of three "O" rings, two above and one below thrust collar with anti-friction washer located above thrust collar.

7. Stem Nut: Independent or integrally cast of ASTM B62 bronze.

8. 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 D429 Method B; seat against epoxy-coated surface in valve body.

9. Bolts: AWWA C509 Section 2.2.5; stainless steel; cadmium plated, or zinc coated.

G. Gate Valves 14 Inches to 24 Inches in Diameter: AWWA C500; mechanical joint with rubber rings and nut operated unless otherwise specified; double disc; 150 psi; and comply with following:

1. Body: Cast or ductile iron; flange together bonnet and stuffing box with ASTM A307 Grade B bolts. Cast in body manufacturer's initials, pressure rating, and year manufactured. Equipped with rollers, tracks and scrapers.

2. Stems: Machined from ASTM B62 bronze rod with integral forged thrust collar machined to size; non-rising.

3. Stem Seals: Consist of one "O" ring above and one "O" ring below thrust collar with anti-friction washer located above thrust collar for operating torque

4. Stem Nut: Independent or integrally cast of ASTM B62 bronze.

5. Discs: Cast iron with bronze disc rings securely peened into machined dovetailed grooves.

6. 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.

7. 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 forces which will be imposed on it.

8. Gear Cases: Cast iron; furnished on all 18-inch and larger valves and of extended type with steel side plates; lubricated; gear case enclosed with oil seal or O-rings at all shaft openings.

9. Stuffing Boxes: Located on top of bonnet and outside gear case.

H. Gate Valves 20 Inches and Larger: Furnish and equip with bypass valves.

1. Sizes: Provide 3-inch bypass valves for 16-inch through 20-inch gate valves. Provide 4-inch bypass valves for 24-inch gate valves.

I. Valves 4 Inches through 12 Inches for Installation in Vertical Pipe Lines: Double disc, square bottom.

J. Valves 14 Inches and Larger for Installation in Horizontal Pipe Lines: Equipped with bronze shoes and slides.

K. Gate Valves Installed at Greater than 4-foot Depth: 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.

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.

M. Provide flanged joints when valve is connected to steel.

PART 3 EXECUTION

3.01 EARTHWORK

A. Conform to applicable provisions of Section 02227 - Excavation and Backfill for Utilities.

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 all parts are in satisfactory working condition.

B. Install valves and valve boxes where shown on Drawings or as located by the Engineer 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 if less than 4 feet. Install valves completely closed when placed in water line.

C. Regardless of type of pipe used in water line construction, pipe section of each valve box must be of cast iron, pipe cut to proper length. Size to allow proper future operation of valve. Assemble and brace box in vertical position as indicated on drawings.

3.03 DISINFECTION AND TESTING

A. Disinfect valves and appurtenances as required by Section 02675 – Disinfection of Waterlines.

3.04 PAINTING OF VALVES

A. Paint valves in vaults, stations and aboveground using ACRO Paint No. 2215 or approved equal, unless otherwise directed.

END OF SECTION

SECTION 02641

BUTTERFLY VALVES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Butterfly valves.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for butterfly valves 20 inches and smaller is on unit price basis for each. Payment include box (when required), actuator and appurtenances necessary for complete installation of the valve.

2. Payment for butterfly valves 24 inches and larger is on a unit price basis. Payment includes manhole, actuator and appurtenances necessary for complete installation of the valve.

3 Refer to Section 01025 - 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. ASME B 16.1 - Cast Iron Pipe Flanges and Flanged Fittings.

B. ASTM A 126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.

C. AWWA C 504 - Standard for Rubber-Seated Butterfly Valves.

D. AWWA C 550 - Standard for Protective Interior Coatings for Valves and Hydrants.

1.04 SUBMITTALS

A. Submit manufacturer's product data for proposed valves and actuators for approval.

B. Submit manufacturer's affidavit for proposed valves and actuators certifying compliance with specifications.

C. Submit manufacturer's affidavit that butterfly valves were manufactured in the United States, and conform to applicable requirements of AWWA C 504 and that they have been satisfactorily tested in the United States in accordance with AWWA C 504 using

test pressure of 150 psi in both directions. Submit Proof-of-Design and hydrostatic testing procedure in accordance with AWWA C 504.

D. Submit manufacturer's affidavit that coating for interior surfaces of valves conform to applicable requirements of AWWA C 550. Submit results of holiday test and thickness measurements of coatings.

E. Furnish, at time of delivery, affidavit of compliance, as specified in Section 6.3 of AWWA C 504 certifying compliance with applicable portion of AWWA C 504 and modification or supplements herein. Furnish certified drawings and material test records by manufacturer covering items included in Section 4.3 of AWWA C 504, for review. Furnish certified copies of test reports covering items in Sections 4.5.8.5.5, 4.5.8.5.8 and 5.2.1 through 5.2.4.3 of AWWA C 504 for review.

F. Submit data indicating maximum torque required to open valve, maximum torsional strength of shaft and torque output of actuator.

G. Provide submittal information on CD-ROM in Adobe portable document format (*.PDF).

H. Include number of turns to operate valves to fully open/closed.

1.05 QUALITY CONTROL

A. Perform valve leakage tests in both directions at 150 psi in factory and field. Hydrostatic field tests of 150 psi shall be made against dished head plug or similar arrangement.

B. For purposes of interpreting referenced AWWA tests, the following shall apply: Shutoff pressure is 150 psi; cycle consists of rotating disc from fully opened to fully closed position, for valves larger than 72 inches, proof of design shall require 1000 cycles and shall be performed on valve greater than 72 inches of like design and construction. When proof of design tests are performed on valve delivered to job site, replace disc, bushing, shaft and seals with new and unused items, and test and certify as described above.

C. Hydrostatic Testing by Manufacturer:

1. Hydrostatic testing to be witnessed by Project Manager prior to shipment of valves Provide minimum 4 weeks notice to Project Manager to schedule witness testing. When possible, maximize number of valves to be tested during a plant visit, no more than two visits will be allowed per project to witness test valves, unless otherwise approved by Project Manager. City will pay expenses for each visit up to total of two visits incurred by Project Manager to witness testing of each grouping of valve(s) per project. Expenses for subsequent or extended visits by Project Manager for defective valves, improper scheduling or valve failures are to be paid by Contractor. Witness of

hydrostatic testing by Project Manager will only be in regards to compliance with this specification and will not constitute approval by Project Manager nor relieve Contractor of obligations to comply with contract documents.

2. Document serial number on valve at time of testing and reflect in certified test records furnished to Project Manager. Identification plate must be permanently affixed to valve and actuator prior to hydrostatic testing.

3. Hydrostatic testing to conform to AWWA C504 except as modified below:

   a. Install actuator prior to hydrostatic testing. Test actuator to verify actual number of turns match manufacturer's published number of turns. Verify valve stops are in correct positions.

   b. Fully open and close valve prior to performing shell test and prior to each leakage test.

   c. Perform shell test first.

   d. When tested with water, adequately dry seat and disc.

   e. When tested with air, fill top of valve with water to aid in viewing possible leakage.

   f. Pressure Gauges: Calibrated within past 12 months; 0-500 psi range in increments of 5 psi, present calibration certificates prior to hydrostatic testing.

   g If seat adjustment is required during hydrostatic testing, perform valve leakage test again in both directions. Once seat adjustment is made, fully open and fully close valve three (3) times, and repeat leakage test.

4. Field Testing

   a. When valve arrives at the job site, Contractor is to operate valve fully open and closed twice in presence of Project Manager. Document number of turns to open and close each time.

   b. Install operator nut plum.

   c. After valve is installed, repeat the operation test and document number of turns in presence of Project Manager.

   d. Manufacturer's representative must be present to witness the operation test. Verify valve operate fully open/closed twice at the appropriate number of turns

PART 2 PRODUCTS

2.01 VALVES AND ACTUATORS

A. Butterfly Valves and Actuators: Provide approved butterfly valves and actuators. Conform to AWWA C 504, except as modified or supplemented herein.

B. If type of valve is not indicated on Drawings, use butterfly valves for line valve sizes 24-inch and larger. When type of valve is specified on Drawings, no substitute will be allowed, unless otherwise approved by Project Manager.

C Butterfly valves shall be short-body, flanged design and installed at locations as shown on Drawings.

D. Direct-bury valves and valves in subsurface vaults shall open clockwise. Above-ground and plant valves shall open counterclockwise.

E. Provide flanged joints when valve is connected to steel or PCCP

F. Butterfly Valves and Actuators (Additional Requirements for Large Diameter Water Lines):

1. Provide valves from approved manufacturer. Provide all valves for single project, from same manufacturer.

2. Valves larger than 72-inches in diameter design: allowable stresses at rated pressure not to exceed one-third of yield strength or one-fifth of ultimate strength of material used.

3. Provide manual actuators for single project, from same manufacturer.

4. Shaft connecting actuator to valve body must be fully enclosed. Bonnet and extension to be fully enclosed and watertight.

2.02 VALVE CONSTRUCTION

A. Valves: AWWA C 504, Class 150B. Body: Cast iron, ASTM A 126, Class B. Flanges: ASME B 16.1, Class 125 lb

B. Discs for Butterfly Valves: Either cast iron or ductile iron. Valves greater than 54" in diameter must utilize flow through disc or low-profile disc

C. Seats: Buna-N or neoprene, and may be applied to disc or body. Seats shall be mechanically secured and may not rely solely on adhesive properties of epoxy or similar bonding agent to attach seat to body. Seats on disc shall be mechanically retained by stainless steel (18-8) retaining ring held in place by stainless steel (18-8) cap screws that pass through rubber seat for added retention. When seat is on disc, seat shall be retained in position by shoulders located on both disc and stainless-steel

retaining ring. Mating surfaces for seats: Type 304 or 316, stainless steel and secured to disc by mechanical means Sprayed-on or plated mating surfaces will not be allowed Seat must be replaceable in field for valves greater than 30 inches in diameter. Valves with segmented retaining rings will not be accepted.

D. Coat interior wetted ferrous surfaces of valve, including disc, with epoxy suitable for potable water conditions. Epoxy, surface preparation, and epoxy application: In accordance with AWWA C 550 and coating manufacturer's recommendations. Provide three coats of two-component, high-build epoxy with minimum dry film thickness of 12 mils. Provide approved epoxy coating. Coatings shall be holiday tested and measured for thickness.

E. Valve shaft and keys: 24 inches in diameter and greater valves require a minimum of two (2) taper pins used for attaching valve shaft to valve disc, use of torque plug for purposes of attaching valve shaft to valve disc is not permitted: Type 304 stainless steel for treated (potable) water applications, Type 316 stainless steel for raw water applications. Shaft Bearings: Stainless steel, bronze, nylon, or Teflon (supported by fiberglass mat or backing material with proven record of preventing Teflon flow under load) in accordance with AWWA C 504. Sinter stainless steel bearing material. Design valve shaft to withstand 3 times amount of torque necessary to open valve.

F. Packing: Self adjusting and wear compensating, full or split ring V-type, and replaceable without removing actuator assembly.

G. Retaining Hardware for Seats: Type 304 or 316 stainless steel. Nuts and screws used with clamps and discs for rubber seats shall be held securely with locktight, or other approved method, to prevent loosening by vibration or cavitational effects.

H. Valve disc shall seat in position at 90 degrees to pipe axis and shall rotate 90 degrees between full-open and tight-closed position. Install valves with valve shafts horizontal and convex side of disc facing anticipated direction of flow, except where shown otherwise on Drawings.

I. For valves utilizing retaining rings, tighten bolts to a uniform torque. Measure torque prior to testing valve.

2.03 VALVE ACTUATOR CONSTRUCTION

A. Provide actuators for valves with size based on line velocity of 12 feet per second and unidirectional service, and, unless otherwise shown on Drawings, equip with geared manual actuators. Provide fully enclosed and traveling-nut type, rack-and-pinion type, or worm-gear type for valves 24 inches and smaller. Provide worm-gear type for valves 30 inches and larger.

B. Provide actuator designed for installation with valve shaft horizontal unless otherwise indicated on Drawings.

C Provide bonnet extensions, as required, between valve body and actuator Space between actuator housing and valve body shall be completely enclosed so that no moving parts are exposed to soil or elements.

D. Provide oil-tight and watertight actuator housings for valves, specifically designed for buried service or submerged service when located in valve vaults, and factory packed with suitable grease.

E. Install valve position indicator on each actuator housing located above ground or in valve vaults. Valves shall be equipped with 2-inch actuator nut only.

F. Indicate direction of opening of valve on exposed visible part of assembly and cast direction of open on 2 inch nut on top of valve operator extension. Paint 2 inch actuator nut and extension shaft black when counter clockwise open and red when clockwise to open.

G. Design worm-gear or traveling-nut actuators to be self-locking and designed to transmit twice the required actuator torque without damage to faces of gear teeth or contact faces of screw or nut.

H The valve stops shall be capable of withstanding a 450 ft lb. torque against the stop without damage to either the stop or the gear teeth

2.04 VALVE BOXES

A. Provide Standard Type "A" valve boxes conforming to requirements of Section 02604 – Valve Boxes, Meter Boxes, and Meter Vaults.

PART 3 EXECUTION

3.01 EARTHWORK

A. Conform to applicable provisions of Section 02227- Excavation and Backfill for Utilities.

3.02 SETTING VALVES AND VALVE BOXES

A. Prior to Hydrostatic testing of water line and valve:

1. Test valve by opening and closing valve at a minimum of two times to verify valve seats properly.

2. Verify number of turns from fully open to fully closed position is same as identified in manufacturer's submittal.

3. Adjust valve as required if number of turns do not match.

4. Remove foreign matter from within valves.

B. Install valves where shown on Drawings or as located by Project Manager. Use valve boxes for valves 20 inches and smaller. 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.

C. Avoid disturbing or overstressing valve body when installing valves. Perform field adjustment of valves under pressure to ensure shutoff occurs in number of rotations as described in valves operation and maintenance manual.

D. Attach two four (4) foot lengths of pipe to each side of valve prior to installation in line.

E. Submit certification that large diameter valve was installed, adjusted, and exercised in accordance with manufacturer's instructions. Manufacturer's certification shall state that all performance characteristics of large diameter valves, as installed, have been met. Adjustments made to valve, for any reason, must be made by manufacturer's representative.

3.03 DISINFECTION AND TESTING

A. Assist City with disinfection of valves and appurtenances as required by Section 02675- Disinfection of Water Lines and test as required by Section 02676 - Hydrostatic Testing of Pipelines. Do not use valves for throttling without prior approval of manufacturer.

3.04 COATING OF PIPING

A Coat valves located in vaults, stations, and above ground using approved paint. Coating shall be 6-12 mils thick, but no more than 12 mils. Apply coating in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 02645

FIRE HYDRANT ASSEMBLY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Fire hydrants.

1.02 UNIT PRICES

A. Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures

1 03 SUBMITTALS

A. Submit product data in accordance with the applicable specification.

1. Control drawing(s) for proposed hydrant: Include model number, parts list, and material specifications, unique drawing number and descriptive legend identifying hydrant. Such drawing(s) should be same as approval drawing(s) on file with the Owner.

2. Material safety data sheets for lubricants.

3. Affidavit of compliance for coating materials.

4. Certified hydraulic performance test report for proposed hydrant.

PART 2 PRODUCTS

2.01 HYDRANT MATERIALS

A. Hydrants: AWWA C502; dry barrel design; tamper resistant; same manufacturer throughout project.

1. "O" Ring Seal Packing: Prevent water leakage between barrel and lubrication chamber. Provide dynamic seals of Buna "N" or other oil resistant material and static seals of Buna "N" or other approved synthetic rubber.

2. Bronze: Hydrant components in waterway to contain not more than 15 percent zinc and not more than 8 percent lead.

3. Acceptable Manufacturer: Mueller Super Centurian 250 or approved equal.

B Operating Stems: Everdur, or other high-quality non-corrodible metal where threads are located in barrel or waterway. Bronze-to-bronze working parts in waterway; genuine wrought iron or steel where threads are not located in barrel or waterway, bronze bushed at penetration of stuffing box; seal threads against contact with water regardless of open or closed position of main valve. Connect operating stems with breakable coupling.

C. Main Valve (shut-off valve): Circular; compression-type; closes with line pressure; minimum opening of 5-1/4 inches in diameter. Seal bottom end of stem threads from contact with water with cap nut. Valve shall open counterclockwise (open left).

D. Valve Mechanism: Bronze valve seat ring threaded into bronze drain ring; seat ring and main valve assembly removable from above ground through upper barrel with lightweight seat removal wrench; breakable stem coupling opposite barrel breakaway; bronze or corrosion-resistant pins and locking devices; bronze valve stem sleeve, O-ring seals and travel stop; sealed lubricating reservoir at top and bottom which fully lubricates threads and bearing surfaces when opening or closing main valve; thrust bearing or lubricated thrust collar for operating assembly. Lubricants: Food Grade. Valve Seat: Molded "Natural" rubber, scale durometer rating of 90 ∀5; minimum thickness of 1/2 inch. Natural Rubbers· Resistant to microbiological attack.

E. Lower Hydrant Barrel: Single piece coupled to upper barrel to allow 360-degree rotation of upper barrel. Bury Length: Distance from bottom of inlet to ground line as specified. Ground Line: Clearly marked on barrel. Indicate inside diameter and wall thickness (with tolerances) for upper barrel, lower barrel, and bonnet sections. Show dimensions at minimum sections to demonstrate compliance with Paragraph 3.2.6 of AWWA C502.

F. Extensions: Permit use of one or more standard extensions available from manufacturer in lengths from 6 inches to 60 inches in 6-inch increments.

G. Provide hydrants with automatic, positively operating, non-corrodible drain or drip valve to drain hydrant completely when main valve is shut. Bronze or corrosion resistant drain line. Tapping of drain holes is not required.

H. Inlet Connection: Elbow with AWWA Standard bell designed for 6-inch mechanical joint: ANSI A21.11; AWWA C111.

I Operating Nut and Hold-down Nuts: Stainless steel or cast or ductile iron with bronze inserts or, as an alternative, provide security device with bronze operating nut. Any such security devices shall not require special tools for normal off/on operation of hydrant. Fabricate hold-down assemblies of suitable metallic materials for service intended.

J. Field-Replaceable Nozzles: NFPA No. 194, ANSI B26-1925; mechanically attached to hydrant body counterclockwise; sealed with "O" rings and mechanically located into place; provide two hose nozzles with 2-1/2 inch nominal inside diameter and one pumper nozzle with 4 ½ -inch nominal inside diameter; National Standard Threads; lock in place with security device.

K. Pumper Nozzle: Allow a minimum unobstructed radius of 10 inches from threaded surface of nozzle throughout path of travel of wrench or other device used to fasten hose to nozzle.

L. Nozzle Caps: Security chains to hydrant barrel, minimum 1/8-inch diameter; "Natural" rubber or neoprene gasket seals.

M Hydrant shoe with 6-inch cast or ductile iron pipe diameter inlet, flanged, swivel or slip joint with harnessing lugs for restrained joints. Underground flanging shall incorporate minimum of six full 3/4-inch diameter electro-galvanized or cadmium coated steel bolts or four 5/8-inch diameter stainless or cadmium coated steel bolts.

N. Provide traffic model hydrants equipped with safety flange on hydrant barrel and stem. Equip body of hydrant with breakable flange, or breakable bolts, above finish grade.

O. Lubricate hydrants with food grade oil or with grease meeting requirements of FDA 21 CFR 178.3570 and manufactured with FDA approved oxidation inhibitors.

P Accomplish replenishment of lubricant for hydrant working parts without removing hydrant bonnet. Store lubricant system in reservoir. Lubricate bearing surfaces and working parts during normal operation of fire hydrant.

Q. Hydrant Painting: Shop coated as follows:

1. Exterior Above Traffic Flange (including bolts and nuts)

a Surface Preparation: SSPC-SP10 (NACE 2); near white blast cleaned surface.

b. Coat with a three (3) coat alkyd/alkyd/silicone alkyd system with a total dry film thickness (DFT) of 6 - 9 mils as follows:

(1). Prime Coat: Oil Modified Alkyd Primer, Acro Products No. 1104, Heavy Duty Tank & Steel Primer, or approved equal; SSPC Paint Specification No. 25. Total dry film thickness (DFT). 2 - 3 mils.

(2). Intermediate Coat: Heavy Duty Industrial Alkyd Enamel, Acro Products No. 2214, or approved equal; SSPC Paint Specification No. 104; Federal Standard FF-E-489. Total dry film thickness (DFT): 2 - 3 mils

(3). Finish Coat: Silicone Alkyd Resin Enamel, Acro Products No. 2215 or approved equal; SSPC Paint Specification No. 21. Total dry film thickness (DFT): 2 - 3 mils.

(4). Colors: Primer: Manufacturer's standard color. Finish coat of silver for hydrant body and red for bonnets. All paints shall

conform to the City of Texas City color code. The Contractor shall verify the color code with the City.

2. Exterior Below Traffic Flange:

   a. Surface Preparation: SSPC-SP10 (NACE 2); near white blast cleaned surface.

   b. Coat with a three (3) coat system as follows:

      (1). Primer and Intermediate Coat: Cal tar epoxy, Acro Products No. 4467, or approved equal; SSPC Paint Specification No. 16. Apply two (2) coats with a dry film thickness (DFT) of 8 - 10 mils each for a total dry film thickness (DFT) of 16 - 20 mils.

      (2). Finish Coat. Water based vinyl acrylic mastic, Acro Products No. 7782, or approved equal. Apply one (1) coat with a dry film thickness (DFT) of 6 - 8 mils. Finish coat color: Same as finish coat for exterior above traffic flange, i.e. silver.

3. Interior Surfaces Above and Below Main Valve:

   a. All materials used for internal coating of hydrant interior ferrous surfaces must conform to ANSI/NSF Standard 61 as suitable for contact with potable water as required by Chapter 290, Rules and Regulations for Public Water Systems, Texas Commission on Environmental Quality (TCEQ).

   b. Surface Preparation: SSPC-SP10 (NACE 2); near white blast cleaned surfaces.

   c. Coating: Liquid or powder epoxy system; AWWA Standard C550, latest revision. Coating may be applied in two (2) or three (3) coats, according to manufacturer's recommendations, for a total dry film thickness (DFT) of 12 - 18 mils.

4. General Coating Requirements:

   a. Coatings: Applied 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.

   b. Hydrant supplier shall furnish an affidavit of compliance that all materials and work furnished complies with requirements of this specification and applicable standards referenced herein.

2.02 HYDRANT PERFORMANCE STANDARDS

A Hydraulic Performance Standards:

1. Provide hydrants capable of a free discharge of 1500 gpm or greater from single pumper nozzle at a hydrant inlet static pressure not exceeding 20 PSIG as measured at or corrected to hydrant inlet at its centerline elevation.

2. Provide hydrants capable of a discharge of 1500 gpm or greater from single pumper nozzle at a maximum permissible head loss of 8.0 psig (when corrected for inlet and outlet velocity head) for an inlet operating pressure not exceeding 37 psig as measured at or corrected to hydrant inlet at its centerline elevation.

B. Hydraulic Performance Testing: AWWA C502; conduct certified pressure loss and quantity of flow test by qualified testing laboratory on production model (5-foot bury length) of hydrant (same catalog number) proposed for certification. Submit certified test report containing following information:

1. Date of test, no more than five years prior to date of proposed use, on fire hydrant with similar hydraulic characteristics.

2. Name, catalog number, place of manufacture, and date of production of hydrant(s) tested.

3. Schematic drawing of testing apparatus, containing dimensions of piping elements including:

   a. Inside diameter and length of inlet piping.

   b. Distance from flow measuring points to pressure measurement point.

   c. Distance from flow and pressure monitoring points to hydrant inlet.

   d. Distance from pressure monitoring point to nozzles.

   e Inside diameter and length of discharge tubing.

4. Elevation of points of measurement, inlet, and

5 Reports, or certificates documenting accuracy of measuring devices used in test.

6. Conduct test on at least three separate hydrants of same fabrication design. Inlet water temperature: 70 degrees F $\pm$ 5 degrees F.

C. Provide hydrants equipped with breakable barrel feature and breakable valve stem coupling such that vehicular impact will result in clean and complete break of barrel and valve stem at breakable feature. Provide hydrant shutoff valve which remains closed and tight against leakage upon impact.

2.03 LEADS

A. Branches (Leads): Conform to requirements of Section 02610 - Ductile-Iron Pipe and Fittings, Section 02611 - Steel Pipe and Fittings, and Section 02620 - PVC Pipe.

PART 3 EXECUTION

3.01 INSTALLATION

A. Set fire hydrant plumb and brace at locations and grades as shown on Drawings. When barrel of hydrant passes through concrete slab, place a piece of standard sidewalk expansion joint material, 1- inch thick, around section of barrel passing through concrete.

B Locate nozzle centerline minimum 18 inches above finish grade.

C. Place 12-inch x 12-inch yellow indicators (plastic, sheet metal, plywood, or other material approved by Engineer) on pumper nozzles of new or relocated fire hydrants installed on new mains not in service. Remove indicators after new main is tested and approved by Engineer

D Do not cover drain ports when placing concrete thrust block

E. All changes in profile from approved plans due to obstructions not shown on plans which require a change in depth of bury of fire hydrant shall be approved in writing by Engineer for design prior to installation of hydrant. Any adjustment required in flow line of water main or to barrel length of fire hydrant shall be incidental to unit price of fire hydrant and no separate payment shall be made for such adjustments.

F. Remove and dispose of fire hydrants shown on Drawings as per paragraph 1.02 C.

G. Owner may, at any time prior to or during installation of hydrants for a specific project, randomly select a furnished hydrant for disassembly and laboratory inspection, at Owner's expense, to verify compliance with Owner's requirements. If such hydrant is found to be non-compliant, replace at Contractor's expense, all or a portion of furnished hydrants with hydrants that comply with Owner's requirements.

H Install branches (leads) in accordance with Section 02664 - Water Mains.

END OF SECTION

SECTION 02664

WATER MAINS

PART 1 GENERAL

1.01 SECTION INCLUDES

A Installation of water mains.

1.02 UNIT PRICES

A. Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures.

1 03 SUBMITTALS

A. Submittals shall conform to requirements of the applicable specification.

B. Conform to submittal requirements of applicable specification section for type of pipe used.

C. Submit preconstruction and post construction photographs if required by the applicable specification.

PART 2 PRODUCTS

2.01 PIPE MATERIALS

A. Install pipe materials (as per this section) which conform to following:

1. Section 02610 - Ductile Iron Pipe (DIP) and Fittings.

2. Section 02611 - Steel Pipe and Fittings.

3. Section 02620 - Polyvinyl Chloride (PVC) Pipe.

B. Type of pipe materials used are identified on Drawings.

PART 3 EXECUTION

3.01 GENERAL

A Conform to applicable specification sections 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. Lay pipe with bell ends facing in direction of laying

C. Lay pipe to lines and grades shown on drawings. Use adequate surveying methods and equipment and 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 50 feet on-site record drawings.

D. Confirm that separation from gravity sanitary sewers and manholes or force mains have minimum clearance of nine feet in all directions unless a special design is provided for on the drawings.

E. Where above clearance cannot be attained, and a special design has not been provided on Drawings, obtain direction from Engineer before proceeding with construction.

F. Inform Engineer if any unmetered sprinkler or fire line connections exist which are not shown on Drawings to be transferred to new main. Make transfer only after approval by Engineer.

G. Keep pipe trenches free of water which might impair pipe laying operations. Prevent pipe bells from coming in contact with subgrade. Grade pipe trenches to provide uniform support along bottom of pipe. Excavate for bell holes for proper sealing of pipe joints after bottom has been graded and in advance of placing pipe. Lay not more than a 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 all 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.

H. Owner will handle, at no cost to Contractor, all operations involving opening and closing valves for wet connections and for chlorination. Contractor is responsible for handling all necessary installations and removal of all chlorination and testing taps and risers.

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. Pipe and Fittings: Loaded, transported, unloaded and otherwise handled in manner and by methods which will prevent damage of any kind thereto. 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. Use every precaution 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 using carpet or some other suitable type of 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.

5. Repair damage to pipe or protective lining and coating before final acceptance by Owner at no additional cost to Owner.

6. Reject pipe with visible cracks 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 all pipe laying and joining operations are completed, clean inside of pipe and remove all 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 02227 - Excavation and Backfill for Utilities and Section 02628 - Augering Pipe for Water Lines.

B. Bedding: Use bedding materials in conformance with Section 02229 - Utility Backfill Materials and detail in Drawings.

C. Backfill: Use bank run sand or earth or native soil as specified in Section 02229 - Utility Backfill Materials and in accordance with detail in Drawings.

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. Take laboratory field density tests at Engineer's discretion.

E. Pipe Zone: Including 6-inch pipe bedding and backfill to 12 inches above top of pipe

3.04 PIPE CUTTING

A. Cut pipe 12-inch and smaller with standard wheel pipe cutters. Cut pipe larger than 12-inch in manner approved by Engineer. Make all 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. Do not lay pipe unless subgrade is free of water. Do not lay pipe when it is raining or when trench is muddy or soft. Make adjustments of pipe to line and grade by scraping away subgrade or filling in with granular material. Wedging or blocking up bell will not be acceptable

B. Do not install pipe at greater depth than its design allows.

C. Protection of Pipeline: Securely place stoppers or bulkheads in all openings and in end of line when construction is stopped temporarily and at end of each day's work.

D. For nonmetallic pipe, install tracer wire or magnetic locator tape continuously along the top of the pipe.

3.06 JOINTS AND JOINTING

A. Rubber Gasketed Bell-and-Spigot Joints (PVC and DIP):

1. Lubricate gaskets with nontoxic water-soluble lubricant before pipe units are joined.

2. Fit pipe units together in manner to avoid twisting or otherwise displacing or damaging rubber gasket.

3. After the 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.

4. Where preventing movement of 12" diameter or greater pipe due to thrust is necessary, provide the following restrained joints, or equal:

a. Ductile-Iron Pipe:

(1). Super-Lock Joint by Clow Corporation.

(2). Flex-Ring or Lok-Ring by American Cast Iron Pipe Company.

(3). TR-Flex or Field-Lok Joint by U.S. Pipe and Foundry Company.

b. PVC Pipe:

(1). Fittings: Series 2000 PV Fitting Restrainer by EBAA Iron, Inc. (Mega Lug), or approved equal.

(2). Bell and Spigot: Series 1600 Joint Restrainer by EBAA Iron, Inc., or approved equal.

c. Steel Pipe: Welded joints (see Part 3.05C)

B. Flanged Joints (DIP, Steel):

1. AWWA C207. 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 centerline. Do not exceed 3/64 inch per foot inclination of flange face from true alignment.

2 Use full-face gaskets for all flanged joints. Provide 1/8-inch thick cloth inserted rubber gasket material. Cut gaskets at the 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. Draw bolts tight to ensure proper seating of gaskets.

C. Welded Joints (Steel):

1. Joints: AWWA C206. Full-fillet, single lap-welded slip type either inside or outside, or double butt-welded type; use automatic or hand welders; provide complete penetration of deposited metal with base metal; provide filler metal suitable for use 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.

2. Bell-and-Spigot, Lap-Welded Slip Joints: Deflection may be taken at joint by pulling joint up to 3/4 inch as long as 1-1/2-inch minimum lap is maintained. Spigot end may be miter cut to take deflections up to 5 degrees as long as proper 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.

3. Align piping and equipment so that no part is offset more than 1/8 inch. Set all 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, care shall be taken to avoid damage to linings and coatings.

4. 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.

5. Welding Rods: Compatible with metal to be welded to obtain strongest bond, E-70XX.

6. 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.

7. 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.

8. Do not weld under any weather condition that would impair strength of weld, such as wet surface, rain or snow, dust or high winds, unless work is properly protected.

9. Tack weld of same material and make by same procedure as completed weld. Otherwise, remove tack welds during welding operation.

10. Remove dirt, scale and other foreign matter from inside piping before tying in sections, fittings or valves.

D Joint Grout (Steel):

1. Mix grout 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. Use 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 Any grout which has become so stiff that proper placement cannot be assured without retempering by any means shall be wasted. Provide grout for filling grooves of such consistency that it will adhere to ends of pipe.

3. Surface Preparation: Remove all 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 all foreign materials from all 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: Use minimum 9-inch-wide Ethafoam "diaper" or wrapper placed around pipe and over joint. 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 the 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 a structurally protective material. Do not remove band from joint.

7. Interior Joints for Pipe Smaller than 24-inch: 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.

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 the joint bands are protected by zinc metallizing or other approved protective coatings.

9. Remove and replace all improperly cured or otherwise defective grout at no additional cost to Owner.

10. When installed in tunnel or encasement pipe and clearance within casing does not permit outside grout to be placed in normal manner, apply flexible sealer, such as Flex Protex by Gifford-Hill America, 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 all steel in joint area. Fill interior of joint with grout in normal manner after joint closure.

E. Joint Testing:

1. In addition to testing individual joints with feeler gage approximately 1/2-inch wide and 0.015-inch thick, use any other joint testing procedure approved or recommended by pipe manufacturer which will help ensure watertight installation prior to backfilling. These tests shall be made at no additional cost to Owner.

2. On any joint or seam welded after hydrostatic testing or not subjected to hydrostatic testing, test 100 percent of welded joint by methods as described in section on Welded Joints. Owner reserves right to require Contractor to make additional tests at Owner's expense except that if tests performed at Contractor's expense or Owner's expense indicate an unacceptable weld, then cost of test, subsequent repair of rejected weld and test of repaired weld shall be borne by Contractor.

F. Make curves and bends by deflecting joints or other method as approved by manufacturer and Engineer.

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. Contractor shall replace, repair or reapply coatings and linings as required above.

5. No additional payment will be made for above described work.

6. Assessment of deflection may be measured by Owner at any location along pipe. Arithmetical averages of deflection or similar average measurement methods will not be deemed as meeting intent of standard.

7. Contractor may submit details of other methods of providing curves and bends for consideration by Engineer, and if deemed satisfactory, shall be installed at no additional cost to Owner.

8. When rubber gasketed pipe is laid on a curve, joint pipe in a straight alignment and then deflect to curved alignment.

G. Closures and Field Modifications:

1. Apply welded-wire fabric reinforcement to interior and exterior of all 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 all exposed interior and exterior surfaces with nonshrink grout.

3.07 SECURING, SUPPORTING AND ANCHORING

A. Support piping as shown on Drawings and as specified herein, 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 main 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 begin 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. Provide adequate temporary blocking of fittings when making connections to distribution system and during hydrostatic tests. Provide sufficient anchorage and blocking to resist all stresses and forces encountered while tapping existing waterline.

3.08 THRUST RESTRAINT

A. For new water lines 12 inches in diameter and larger, restrain joints as specified in Part 3.06 A.4 of this section. The new water line shall also be additionally restrained with concrete thrust blocking.

B. For existing waterlines and waterlines less than 12 inches in diameter, restrain pipe joints with concrete thrust blocks or provide joints as specified in Part 3.06A.4 of this section.

C. Prevent any lateral movement of thrust restraints throughout pressure testing and operation. Place 2500 psi concrete conforming to the applicable specification, for blocking at each change in direction of existing water lines, and water lines 12 inches in diameter and smaller to brace pipe against undisturbed trench walls. Complete 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.

3.09 POLYETHYLENE WRAP

A. Double wrap all ductile iron pipe and appurtenances (except fire hydrants) with 8-mil polyethylene film.

B. Conform to requirements of Section 02610 – Ductile Iron Pipe and Fittings.

3.10 CLEANUP, RESTORATION AND PAYMENT

A. Provide "cleanup" and "restoration" crews to work closely behind pipe laying crews, and where necessary, during chlorination, testing, service transfers, abandonment of old mains, backfill and surface restoration.

B. Upon completion of water line installation in a street and prior to moving to another, chlorinate and pressure test. Provide City a sampling point every 1000 L.F. for testing. Begin transfer of services no later than seven calendar days after successful completion of chlorination and pressure testing.

C. After completion of transfer of services, but no later than 21 calendar days after successful completion of chlorination and pressure testing, begin abandonment of old mains, backfill, resod, and placement of sidewalks and pavements.

D Do not begin construction of additional sections if above conditions are not met.

3.11 CLEANING PIPING SYSTEMS

A. Remove construction debris or foreign material and thoroughly clean and flush piping systems. Provide temporary connections, equipment and labor for cleaning.

3 12 DISINFECTION OF WATERLINES

A. Conform to requirements of Section 02675 - Disinfection of Waterlines.

B. No waterline will be paid for until properly disinfected.

3.13 FIELD HYDROSTATIC TESTS

A. Conform to requirements of Section 02676 - Hydrostatic Testing of Pipelines.

B No waterline will be paid for until properly tested.

END OF SECTION

SECTION 02665

RESIDENTIAL WATER SERVICE CONNECTIONS AND/OR RECONNECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Tapping existing mains and furnishing and installing new service lines for water

B. Install at locations indicated or as directed. Where applicable, coordinate change over of water service lines with owner.

1.02 UNIT PRICES

A. Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures.

1.02 DEFINITIONS

A. Short Side Connection: Service line connections proposed curb stop, located inside water meter box, to water main on same side of street.

B. Long Side Connection: Service line connecting proposed curb stop, located inside water meter box, to water main on opposite side of street or from center of streets where supply main is located in street center such as boulevards and streets with esplanades.

PART 2 MATERIALS

2.01 SERVICE SADDLE

A. Ford iron service saddles FC101 or ROMAC Industries, Inc. style 101N as applicable for pipe diameters for 2-inch, 6-inch, 8-inch or 12-inch PVC or equal.

2.02 CORPORATION STOP

A. For sizes required, AWWA Brass 85-5-5-5, Ford Corporation stops, F1000-3 (3/4"), F1000-4 (1"), AWWA/CC taper thread inlet by pack joint outlet for Polyethylene tubing or equal

2.03 TUBING

A. Polyethylene Service Line: Bearing seal of approval of National Sanitation Foundation for use in potable water systems. In accordance with ASTM D2737 and AWWA C901 Table 7. Use pressure class 200, having a DR 9 or Schedule 80 PVC. For use between water main and meters.

2.04 YOKE ASSEMBLY

A. For size required, Series 200 Yoke Assembly.

1. Iron yoke piece, Ford 200 Series with integral outlet FIP threads, Catalog No. Y202.

2. Expansion connection, Ford Catalog No. EC-23

3. Inlet valve or coupling (yoke valve) Ford Catalog No. B94-223W.

2.05 METER BOXES

A. For Single Service: Brooks Products, Inc., No. 36H Series, 10½-inch x 17¼-inch inside, 11-inch depth, with reinforced concrete cover with hinged self-closing cast-iron reading lid permanently secured cover by Brass Hinge Pin.

B. For Double Service: Brooks Products, Inc , Dual Meter Box No. 12H, Dual Series, 15½-inch x 17½-inch inside, 11-inch depth with reinforced concrete cover with hinged self-closing cast-iron reading lids permanently secured cover by Brass Hinge Pins.

2.06 WATER METERS

A. Of size required, Rockwell SR Sealed Register Water Meter, or approved equal, complete with two connecting pieces. The City will provide the water meter and box.

PART 3 CONSTRUCTION METHODS

3.01 RESIDENTIAL SERVICE CONNECTIONS

A. Where service connections are to be installed on new mains, install before main is tested and sterilized. Where service connections are to be installed on existing mains no sterilization is required. Open-cut trenches across paved surfaces will not be permitted. Install under existing paved surfaces including sidewalks in augered hole. Flush service line before installing meter.

3.02 RESIDENTIAL SERVICE REPLACEMENT

A. Provide complete new service replacement from water main (existing or proposed) to existing water meter inlet. Tubing shall be one continuous piece from corporation stop to water meter (splicing will not be permitted). Provide stainless steel inserts at all fittings for service line tubing. Where service replacements are to be installed on new mains, install before main is tested and sterilized. Where service replacements are to be installed on existing mains, no sterilization is required. Prior to final connection to existing meter, sterilize curb stop with strong solution of chlorinating agent. Open-cut

trenches across paved surfaces will not be permitted. Install under existing paved surfaces, including sidewalks, in augered hole. Flush service line before connecting to existing meter.

3.03 SERVICE LINE DEPTH

A. Maintain minimum of three foot of cover until necessary to rise for meter connection.

PART 4 MEASUREMENT

4.01 RESIDENTIAL SERVICE REPLACEMENT

A. Measurement per each as either long or short side single replacement (either 1-inch or 1 1/2-inch as applicable). Installation to be measured to include furnishing and installing following materials:

Materials	Single Service	Double Service
Tap in Main	1 at 1-inch	1 at 1 1/2-inch
Service Clamp	As Required by Main Size	As Required by Main Size
Corporation Stop	1 at 1-inch	1 at 1 1/2-inch
U-Branch	Not required	1 1/2 –inch by 1-inch
Curb Stop	1 at 1-inch	1 at 1-inch
Service Line Tubing	1-inch	1 1/2-inch

END OF SECTION

SECTION 02667

WET CONNECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Wet connections for new water mains and service lines to existing water mains.

1.02 UNIT PRICES

A. Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures.

1.03 DEFINITIONS

A. Wet connections consist of isolating sections of pipe to be connected with installed valves, draining the isolated sections, and completing the connections.

B. Connection of 2 inch or smaller lines, which may be referred to on Drawings as "2 inch tap connections" will be measured as 2" wet connections This item is not to be used as any part of a 2-inch service line.

PART 2 PRODUCTS

2.01 MATERIALS

A. Pipe shall conform to requirements of applicable portions of Sections 02610 through 02627.

B. Corporation stops and saddles shall conform to requirements of Section 02665 - Residential Water Service Connections and/or Reconnections.

C. Valves shall conform to requirements of Section 02640 - Gate Valves.

D Brass fittings shall conform to requirements of AWWA C800.

PART 3 EXECUTION

3.01 GENERAL

A. Plan wet connections in such manner and at such hours as to least inconvenience public. Notify Engineer at least 72 hours in advance of making connections.

B. Do not operate valves on mains in use by Owner. Owner will handle, at no cost to Contractor, all 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 mains have been cut or plugs have been removed for making connections.

3.02 2-INCH WET CONNECTIONS

A. Tap water main. Provide and install corporation stops; saddles; copper tubing as required for line and grade adjustment; and brass fittings necessary to adapt to existing main. Provide 2-inch valves when indicated on Drawings for 2-inch connections.

END OF SECTION

SECTION 02669

CUT, PLUG AND ABANDONMENT OF MAINS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Cut, plug and abandonment of water mains.

1.02 UNIT PRICES

A. Refer to Section 01025 - Measurement and Payment for Water Line Construction for unit price procedures.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of the applicable specification.

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 the applicable specification.

B. Plugs and clamps shall be suitable for type of pipe to be plugged.

PART 3 EXECUTION

3.01 GENERAL

A. Do not begin cut, plug and abandonment operations until replacement main has been constructed, disinfected, and tested, and all service lines have been transferred to replacement main.

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 main or as shown on Drawings.

D. After main to be abandoned has been cut and plugged, check for other sources feeding abandoned main. If sources are found, notify Engineer immediately. Cut and plug abandoned main at point of other feed as directed by Engineer.

E. Plug or cap all ends or openings in abandoned main in an acceptable manner approved by Engineer.

F. Remove and dispose of all surface identifications such as valve boxes and fire hydrants, unless otherwise indicated on plans

G. Backfill all excavations in accordance with Section 02227 – Excavation and Backfill for Utilities.

H. Repair all street surfaces in accordance with details.

END OF SECTION

SECTION 02675

DISINFECTION OF WATERLINES

PART 1 GENERAL

1.01 SECTION INCLUDES

A Disinfection of potable waterlines.

1.02 UNIT PRICES

A No separate payment will be made for disinfection of waterlines under this Section. Include payment in unit price of waterlines being disinfected

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

A All waterlines constructed shall be promptly disinfected before any tests are conducted on waterlines and before waterlines are connected to water distribution system.

B Water for disinfection and flushing will be furnished without charge to Contractor.

3.02 PREPARATION

A Furnish all required temporary blind flanges, cast-iron sleeves, plugs, and other items needed to facilitate disinfection of new mains prior to connecting them to water distribution system. Normally, each valved section of waterline requires two each 3/4-inch taps. A 2-inch minimum blow-off is required for waterlines up to and including 6-inch diameter.

B Fire hydrants shall be used as blow-offs to flush newly constructed waterlines 8-inch diameter and above. Where fire hydrants are not available on waterlines, locations and designs for blow-offs shall be as indicated on Drawings. 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 a manner approved by Engineer. Average water velocity when filling pipeline should be less than 1 fps and shall not, under any circumstance, exceed 2 fps. Before beginning disinfection operations, expel all air from pipeline.

D All excavations made shall be backfilled immediately after installation of risers or blow-offs.

E Install blow-off valves at end of main to facilitate flushing at all dead-end water mains. Install permanent blow-off valves as per drawing.

3.03 DISINFECTION

A Use not less than 100 parts of chlorine per million parts of water. Introduce chlorinating material to water lines in accordance with AWWA C651. 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. Open and close valves in lines being sterilized several times during contact period.

B If a chemical compound is used for a sterilizing agent, it shall be placed in pipes as directed by Engineer.

3.04 BACTERIOLOGICAL TESTING

A Standard Specifications: AWWA C651-86 as applicable

B Bacterial Analysis· Following disinfection and flushing, the Owner will perform bacteriological analysis to check effectiveness of disinfection. Contract will assist owner in the performance of the bacteriological analysis. Methods of bacteriological analysis are as specified in the Standard Methods for Examination of Water and Wastewater by the American Public Health Association, latest edition. No main shall be placed in service or accepted until water samples are approved by the Texas Department of Health.

C Test a minimum of one sample for each 1,000-feet of completed main.

3.05 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 02676

HYDROSTATIC TESTING OF PIPELINES

PART 1 GENERAL

1.01 SECTION INCLUDES

A Field hydrostatic testing of new water pipelines.

1.02 UNIT PRICES

A No payment will be made for hydrostatic testing of pipelines under this Section Include cost in unit price of pipelines being tested.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION

3.01 GENERAL

A Hydrostatically test all new water pipelines for liquids after disinfection, if required, and before connecting to water distribution system.

B Pipelines shall be tested in lengths between valves, or plugs, of not more than 1,500 feet unless greater length is approved by Engineer.

C Conduct hydrostatic tests in presence of Engineer in accordance with requirements of this Section.

3.02 PREPARATION

A Disinfect water system pipelines prior to hydrostatic testing.

3.03 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. Contractor should be aware that periods of up to 7 days may be required for mortar lining to become saturated.

C Expel all air and apply a minimum test pressure of 150 psi as directed by Engineer.

D Maintain test pressure for 8 hours. If a large quantity of water is required to maintain pressure during test, testing shall be discontinued until cause of water loss is identified and corrected.

3 04 ALLOWABLE LEAKAGE FOR WATER MAINS

A During hydrostatic tests, no leakage will be allowed for sections of water mains consisting of welded joints.

B Maximum allowable leakage for water mains with rubber gasketed joints: 10.63 gallons per inch nominal diameter per mile of pipe per 24 hours while testing at the required pressure.

3.05 CORRECTION FOR FAILED TESTS

A Repair all joints showing visible leaks on surface regardless of total leakage shown on test. Check all valves and fittings to ensure that no leakage occurs that could affect or invalidate test. Remove any cracked or defective pipes, fittings and valves discovered during pressure test and replace with new items.

B Engineer may direct Contractor to disinfect failed lines after repair and prior to retesting. Conduct subsequent disinfection operations in accordance with requirements of Section 02675 – Disinfection of Waterlines.

C Repeat test until satisfactory results are obtained.

3.06 COMPLETION

A Upon satisfactory completion testing, remove risers remaining from disinfection and hydrostatic testing, and backfill excavation promptly.

END OF SECTION

SPECIAL SPECIFICATION

6834

Portable Changeable Message Sign

1. Description. Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. Materials. Furnish new or used material in accordance with the requirements of this Item and the details sown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power Source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of federal Standard 595b, except paint the sign face assembly flat black.

A. **Minimum Luminance Requirements.** All PCMS units shall meet the following luminance requirements measured at the character level in candela as is published in Report 4940-2, "Photometric Requirements for Portable Changeable Message Signs," conducted by the Texas Transportation Institute. Luminance will be tested in accordance with Tex-880.

- Minimum Daytime Character Luminance of 4000cd/m2 with a contrast ration of 5.
- Minimum Night time Character Luminance of 30/cd/m2.

B. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 preprogrammed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.

C. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provided a sign capable of being rotated 360 degrees and secured against movement in any position.

Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 78 inches high x 126 inches wide sign housing. Provide a minimum 18 inches character height. Provide a 5x7 character pixel matrix. Provide a message visibility

distance of 750 feet. Provide for manual and automatic dimming light sources.

The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix.** This screen type comprises of character blocks.
- **Continuous Line Matrix.** This screen type uses proportionally spaced fronts for each line of text.
- **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

D. **Trailer.** Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 inches shock mount the electronics and sign assembly.

E. **Power Source.** Provide a diesel generator, solar powered power source, or both.

3. Construction. Place or relocate PCMS unit as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. Measurement. This Item will be measured as a Lump Sum.

5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid as incidental to the Barricade, Signs and Traffic Handling at the unit price bid for "Barricades, Signs and Traffic Handling". This price is fully compensation for PCMS units; set up ; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals

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 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 ıs authorized to function as the ENGINEER'S representative with respect to certain of the ENGINEER'S activities, that representative's responsibılities 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 PROVISION 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 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 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. 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".

GALVESTON COUNTY

SPECIAL PROVISION

Important Notice to Contractors

The Contractor's attention is directed to the fact that as of January 2, 2012, certain utility adjustments have not been completed. However, Galveston County anticipates that all utility adjustments will be cleared in sufficient time to prevent undue delay to the Contractor in his normal operations.

For the Contractor's information, the following is a list of all utilities requiring adjustments. The Contractor is invited to review the existing utilities with the Engineer assigned to this project.

The following utility adjustments are in the process of being adjusted by their Owners:

OWNER	LOCATION	UTILITY	STATUS	ESTIMATED COMPLETION DATE
AT&T/SWB	Various	Buried Cables and Fiber Optic Cables, Overhead Cables and Fiber Optic Cables	Not Started	End of May 2012
CenterPoint Energy Electric	Various	Overhead Electric	N/A	No Relocation Required
CenterPoint Energy Electric	Various	Power Poles – Six (6) to be relocated/removed	Not Started	End of March 2012
Comcast	Sta 28+56	Overhead Cables (to be moved to underground)	Not Started	End of April 2012
Comcast	Sta. 95+43, 55' LT	CATV Pedestal and Cables	Not Started	End of April 2012
Comcast	Various	Buried Cable, Overhead Cables	N/A	Facilities to Remain in Place
Texas Gas Service	Various	Buried Gas Lines	N/A	Facilities to Remain in Place*

It will be the responsibility of the Contractor to prosecute the Work in such a manner and sequence that there will be no interference with the work of others in adjusting utilities. The Contractor will allow free ingress and egress from these areas over the Right of Way to these workers if necessary.

An extension of working time will be granted, if necessary, for delays caused by interference beyond such estimated period.

NOTE: *Constructability Issues: No proposed relocation; Exercise Caution.
**Any issues with wetlands may require additional time due to approvals from Corp of Engineers

AT&T/SWB – John Cowart 713-660-5349

CenterPoint Electric – Cynthia Martinez 713-207-6555

Comcast – William 'Bill' Leopard 281-802-1679

Texas Gas Service – Robert Fearrington 409-766-2806

City of Galveston – Angelo Grasso 409-797-3630

SPECIAL PROVISION

USE OF PUBLIC ROADS AND STREETS

In the hauling of construction materials, excavation, equipment or other items required in the completion of this project, the CONTRACTOR'S attention is directed to ordinances and regulations of Local Municipal, County or State Governments which limit the type or gross weight of motor vehicles or construction equipment operating on public roads and streets or which restrict the use of such equipment on certain streets.

The CONTRACTOR shall keep haul routes clean at all times to the satisfaction of the ENGINEER and the local governing body having jurisdiction over the haul routes. It will be the responsibility of the CONTRACTOR to investigate any limitations in routing, size of equipment or gross weight which may be subject to regulations by governmental jurisdictions.

It shall be the responsibility of the CONTRACTOR to provide for the safety and convenience of traffic so as to comply with all existing traffic regulations and ordinances that may apply. Particularly, the contractor attention is directed to the City of Galveston Code of Ordinances, SEC. 34-77, TRUCK ROUTES ESTABLISHED; CERTAIN HEAVY VEHICLES PROHIBITED.

Care of existing pavement (all types) shall be the responsibility of the CONTRACTOR. The CONTRACTOR will be held liable for any damage to the existing pavement used by construction equipment or suppliers while construction is in progress. Upon completion of the construction, the pavement shall be restored to its original condition or better at no cost to the OWNER.

Special haul routes, if required, will be as shown on the Plans.

Any bonds, permits or fees required for the use of roadways will be the sole obligation of the CONTRACTOR.

SPECIAL PROVISION

PREPARING RIGHT OF WAY

The individual Special Specifications contain references for the use of "TxDOT STANDARD SPECIFICAITONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004" Item 100, PREPARING RIGHT OF WAY.

100.1. Description. Refer to description section in "TxDOT STANDARD SPECIFICAITONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004" Item 100, PREPARING RIGHT OF WAY.

100.2. Construction. Refer to Construction section in "TxDOT STANDARD SPECIFICAITONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004" Item 100, PREPARING RIGHT OF WAY.

100.3. Measurement. This Item will be measured by the Lump-Sum, regardless of the width of the right of way.

100.4. Payment. For "Lump-Sum" measurement, the work performed in accordance with this Item and measured as provided under" Measurement" will be paid for at the unit price bid for "Preparing Right of Way. This price is full compensation for pruning of designated trees and shrubs; removal and disposal of structures and obstructions; backfilling of holes; furnishing and placing concrete for plugs; and equipment, labor, tools, and incidentals.

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance or the initial release of retainage. The remainder will be paid on the estimate after the partial release of retainage.

Payment will be made in 5 equal installments over the course of the project. The payments should be made at the completion of each of the 5 phases of the project.

SPECIAL PROVISION

SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT

The individual Special Specifications contain references for the use of "TxDOT STANDARD SPECIFICAITONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004" Item 305, SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT.

305.1. Description. Refer to Description section in "TxDOT STANDARD SPECIFICAITONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004" Item 305, SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT.

305.2. Construction. Replace the Construction section in "TxDOT STANDARD SPECIFICAITONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004" Item 305, SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT, with the following:

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 City retains ownership of the reclaimed asphalt material. 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 Recycling Center located at 702 61st Street, Galveston, TX 77551.

305.3. Measurement. Refer to Measurement section in "TxDOT STANDARD SPECIFICAITONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004" Item 305, SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT.

305.4. Payment. Refer to Payment section in "TxDOT STANDARD SPECIFICAITONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004" Item 305, SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT.

SPECIAL PROVISION

PLANING AND TEXTURING PAVEMENT

For this project, Item 354, "Planing and Texturing Pavement," of the 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 354.3 Construction, Subarticle (4) Salvaged Materials. The entire paragraph is voided and replaced by the following.

The City will retain ownership of planed materials unless otherwise shown on the plans. Stockpile salvaged materials at the Recycling Center located at 702 61st Street, Galveston, TX 77551 if not used in other construction items of this Contract. Keep salvaged paving material free from contamination during its removal and transportation. Repair pavement to remain that is damaged by the removal operations. Place different types or quality of salvaged asphalt paving material into separate stockpiles or as directed. The plans or the Engineer may allow or require the use of salvaged material for other Items in the Contract.

SPECIAL PROVISION

MOBILIZATION

The individual Special Specifications contain references for the use of "TxDOT STANDARD SPECIFICAITONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004" Item 500, MOBILIZATION.

500.1. Description. Refer to Description section in "TxDOT STANDARD SPECIFICAITONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004" Item 500, MOBILIZATION.

500.2. Measurement. Refer to Measurement section in "TxDOT STANDARD SPECIFICAITONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004" Item 500, MOBILIZATION.

500.3. Payment. With reference to the "TxDOT STANDARD SPECIFICAITONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004" Item 500.3, MOBILIZATION, replace the Payment section with the following adjusted payment schedule

1. 50% of the lump sum bid will be accounted for in the first invoice.

2. 25% of the lump sum bid will be accounted for in the second invoice.

3. 25% of the lump sum bid will be accounted for in the third invoice.

Payments will be made upon presentation of a paid invoice for the payment bond, performance bond, and required insurance.

SPECIAL PROVISION TO WATER LINE

CHANGES IN ALIGNMENT

The Contractor is made aware and shall make provisions in his unit price bid to allow for changes in alignment (vertical and horizontal) of the proposed utility (storm, water, sanitary sewer or force main) and roadway during construction to avoid conflicts, conditions encountered in the field, and to expedite construction. The Contractor is made aware that the water line may be required to be installed at a deeper elevation to avoid conflicts and to maintain clearances with utilities. No additional payment shall be made to the increased installation efforts expended to the Contractor. The Owner will not be responsible for any claims for downtime costs resulting from such conflicts. If the change in alignment results in increased quantities of the pertinent item, the Contractor shall be paid at the established bid unit price in the Contract. Any coordination or verification of existing utilities (including but not limited to gas, electric, water, sewer, petrochemical pipeline) resulting from the realignment shall not be paid for separately and shall be incidental to project costs. In the event the Contractor desires additional time due to the conflict, the Contractor shall submit documentation supporting such request to the Owner as per the project specifications. The Owner will evaluate such request on a case by case basis and make appropriate decisions.

SPECIAL PROVISION TO WATER LINE

WATER LINE INSTALLATION

The Contractor is made aware that water line installation across all driveways, street crossings, tree crossings, landscaped areas, mailboxes and any other areas identified in the field by the City's inspector or as required by a utility company, pipeline company, TxDOT or other agency, shall be accomplished by augured construction. The Contractor may choose to install the water line by open cut or auger construction in other areas. No separate payment shall be made for surface restoration, including but not limited to block sodding and hydromulch seeding. Incidental items for water line installation include all pavement, sidewalk, storm culverts, fences, mailboxes, driveway removal and replacement, unless indicated otherwise on the Plans, bedding and backfill including cement stabilized sand backfill where backfill is under pavements or alleys (paved or non-paved), all surface and site restoration, testing, disinfection and all incidentals. Any requests to open cut in areas designated for auger construction shall be approved by the Owner prior to construction. No additional compensation will be made for incidental items listed above if open cut method of construction is approved. The cost for open cut or auger method of construction shall be included in the Contractor's bid unit price for water line construction as indicated in the bid proposal.

SECTION VI
LIST OF PLANS

The following plans titled "Stewart Road Paving, Drainage, Water and Wastewater Improvement Project" are hereby incorporated into the Contract Documents.

SHEET NO.	PAGE NO.	SHEET TITLE
C0.01	1	Title Sheet
C0.02-C0.03	2-3	Horizontal & Vertical Control Data
C0.04	4	General Notes
C0.05-C0.06	5-6	Project Layout
C0.07-C0.09	7-9	Typical Sections
C1.01-C1.30	10-39	Traffic Control Plans
	40-57	Traffic Control Standards
C2 01-C2.08	58-65	Removal and Erosion Control Plans
		Removal and Erosion Standards
C3.01-C3.14	66-79	Plan and Profile Sheets
C4.01-C4.02	80-81	Driveway Details
	82-87	Roadway Standards
C5.01-C5.04	88-90	Sanitary Sewer Plans
C6.00-C6.01	91-95	Drainage Area Map
C6.02-C6 25	96-119	Storm Sewer Plans
	120-126	Drainage Standards
C7.01-C7.10	127-136	Sign & Pavement Marking Layout
	137-152	Sign & Pavement Standards
C8.01	153	Traffic Signal Layout
	154-155	Traffic Signal Detail
C9.01-C9.10	156-165	Proposed Water Line Plan & Profiles
	166-172	Water Line Details
C10.01-C10.27	173-199	Cross Sections

OP ID KMOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/14/12

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	$ 8,000,000 $ 8,000,000
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
T	Equipment Floater Special Inc Theft			ACPCIMP7242694793 $1000 DEDUCTIBE	07/31/11	07/31/12	Lease/Ren Sched Equ	400,000 4,281,995

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE Stewart Road Paving, Drainage, Water and Wastewater Improvement Project
The general liability policy includes a blanket additional insured endorsement [insert form #CG7157 & CG 7246 ed 09/10] that provides additional insured status to the certificate holder only when required by written contract

CERTIFICATE HOLDER

GALVESO

Galveston County Texas
Galveston County Courthouse
722 Moody Ave, 5th Floor
Galveston, TX 77550-2318

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

Douglas S. Hotchkiss

© 1988-2009 ACORD CORPORATION All rights reserved

The ACORD name and logo are registered marks of ACORD

STATUTORY PERFORMANCE BOND - TEXAS

Travelers Casualty and Surety Company of America
Hartford Connecticut

Bond # 105710942

KNOW ALL MEN BY THESE PRESENTS, that R W Lucas Construction, 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 County of Galveston, 722 Moody, Fifth Floor, Galveston, TX 77550

(hereinafter called the Obligee), as Obligee, in the amount of Five Million Three Hundred Two Thousand Eight Hundred Sixty Eight and 33/100----

($5,302,868 33---) 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 7 day of February, 2012, to Contract #1084, Stewart Road Paving, Drainage, Water, and Wastewater Improvements

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 7 day of February, 2012

R W Lucas Construction, Principal

By RYAN LUCAS, PRES

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

By Kelly J Brooks, Attorney-in-Fact

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

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
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** 004470863

KNOW ALL MEN BY THESE PRESENTS 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 23rd day of August 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
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 23rd day of August , 2010 , 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 , 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, 2016

Marie C. Tetreault
Marie C Tetreault, Notary Public

58440-6-11Printed in U S A

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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 , 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 understanding to which it is attached

I, Kevin E Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc , 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 7 day of February, 20 12

Kevin E Hughes, 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

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

STATUTORY PAYMENT BOND - TEXAS

Travelers Casualty and Surety Company of America
Hartford Connecticut

Bond #105710942

KNOW ALL MEN BY THESE PRESENTS, that R W Lucas Construction, 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 County of Galveston, 722 Moody, Fifth Floor, Galveston, TX 77550

(hereinafter called the Obligee), as Obligee, in the amount of Five Million Three Hundred Two Thousand Eight Hundred Sixty Eight and 33/100---

($5,302,868 33---) 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 7 day of February , 2012, to Contract #1084, Stewart Road Paving, Drainage, Water, and Wastewater Improvements

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 7 day of February , 2012

R W Lucas Construction, Principal

By RYAN LUCAS, PRES

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

By Kelly J Brooks
Kelly J Brooks, Attorney-in-Fact

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

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
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** 004470862

KNOW ALL MEN BY THESE PRESENTS 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 23rd day of August 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
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 23rd day of August, 2010 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 , 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, 2016

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

_____
Marie C Tetreault Notary Public

58440-6-11Printed in U S A

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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 , 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 understanding to which it is attached

I, Kevin E Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc , 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 7 day of February, 20 12

Kevin E Hughes, 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

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

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

January 31, 2012

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

Re: Bid #B122012, Software Maintenance & Support for Galveston County

Gentlemen,

On January 19, 2012, bids were opened for Bid #B122012, Software Maintenance & Support for Galveston County, at which time one (1) bid was received from Unique Digital Technology, Inc

It is recommended that you award this bid to Unique Digital Technology, Inc

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

Galveston County

INFORMATION TECHNOLOGY

January 30, 2012

To Mr Rufus Crowder,
From: James Johnson
Subject: BID #. B122012 (Software Maintenance and Support for Galveston County)

Information Technology department recommends that the County award Unique Digital, Inc the bid for BID # B122012

Sincerely,

James Johnson
Galveston County IT Department

BID RESPONSE TABULATION
SOFTWARE MAINT & SUPPORT FOR GALVESTON COU
GALVESTON COUNTY, TEXAS

BID #: B122012
OPEN: 01/19/2012
2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor 703255 UNIQUE DIGITAL TECHNOLOG		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	92045	SYMANTEC SOFTWARE-ESS NETBACK UP SERVER WIND(ENTERPRISE SERVER V6 5 STANDARD LICENSE TIER 3	1	EA	1,840 00	1,840 00	0 00	0 00	0 00	0 00
0002	92045	SOFTWARE-ESS NETBACKUP CLIENT APPLIC AND DATABASE PACK 6 5 WINDOWS TIER 2 STANDARD LICENSE	1	EA	389 85	389 85	0 00	0 00	0 00	0 00
0003	92045	SOFTWARE-ESS NETBACKUP CLIENT APPLIC AND DATABASE PACK UNIX V6 5 STANDARD LICENSE TIER 1	4	EA	1,148 85	4,595 40	0 00	0 00	0 00	0 00
0004	92045	SOFTWARE-ESS NETBACKUP OPTION XPLAT LIBRARY BSED TAPE DRIVE SUPPORT V6 5 STANDARD LICENSE	6	EA	690 00	4,140 00	0 00	0 00	0 00	0 00
0005	92045	SOFTWARE-ESS NETBACKUP OPTION XPLAT STORAGE OPTION FOR TAPE V6 5 STANDARD LICENSE	3	EA	460 00	1,380 00	0 00	0 00	0 00	0 00
0006	92045	SOFTWARE-ESS NETBACKUP ENTERPRISE CI V6 5 STANDARD LICENSE	15	EA	136 85	2,052 75	0 00	0 00	0 00	0 00
0007	92045	SOFTWARE-ESS NETBACKUP ENTERPRISE CI V6 5 WINDOWS TIER 1 STANDARD LICENSE	2	EA	596 85	1,193 70	0 00	0 00	0 00	0 00

BID RESPONSE TABULATION
SOFTWARE MAINT & SUPPORT FOR GALVESTON COU
GALVESTON COUNTY, TEXAS

BID #· B122012
OPEN: 01/19/2012
2:00 PM

0008	92045	SOFTWARE-ESS NETBACKUP ENTERPRISE CL V6 5 WINDOWS TIER STANDARD LICENSE	6	EA	711 85	4,271 10	0 00	0 00	0 00	0 00
0009	92045	SOFTWARE-ESS NETBACK SERVER WINDOW ENTERPRISE SERVER V6 5 STANDARD LICENSE TIER 2	2	EA	1,265 00	2,530 00	0 00	0 00	0 00	0 00
0010	92045	SOFTWARE-ESS NETBACKUP SERVER WINDC ENTERPRISE SERVER V6 5 STANDARD LICEN TIER 2	1	EA	1,265 00	1,265 00	0 00	0 00	0 00	0 00
0011	92045	SOFTWARE-ESS NETBACKUP OPTION NDMP (V6 5 XPLAT TIER 2 STANDARD LICENSE	2	EA	1,495 00	2,990 00	0 00	0 00	0 00	0 00
0012	92045	SYMANTEC NETBACKUP & DOUBLETAKE SO SUPPORT SOFTWARE - 1 YEAR NETBACK UP PHONE AND REMOTE VPN SUPPORT AND ON-SITE IF NEEDED	1	EA	10,000 00	10,000 00	0 00	0 00	0 00	0 00
0013	92045	SOFTWARE - 1 YEAR 7X24X2 PHONE SUPPOR DOUBLE TAKE FOR WINDOWS SERVER	5	EA	593 15	2,965 75	0 00	0 00	0 00	0 00
0014	92045	SOFTWARE - 1 YEAR 7X24X2 PHONE SUPPOR DOUBLE TAKE FOR WINDOWS ADVANCED SI	1	EA	1,132 00	1,132 00	0 00	0 00	0 00	0 00
0015	92045	N/A	0	EA	0 00	0 00	0 00	0 00	0 00	0 00
0016	92045	N/A	0	EA	0 00	0 00	0 00	0 00	0 00	0 00
0017	92045	N/A	0	EA	0 00	0 00	0 00	0 00	0 00	0 00
			Total of all Items			**40,745.55**		**0.00**		**0.00**

BID #: B122012
OPEN: 01/19/2012
2:00 PM

BID SHEET

SOFTWARE MAINT & SUPPORT FOR GALVESTON COUNTY

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 40,745.56

OPTIONS TO RENEV 2 Extensions/1 Year Options

Ann Cash
WITNESS

01.18.2012
DATE

Unique Digital, Inc.
COMPANY NAME

Allison Zayler
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Allison Zayler
PRINTED NAME

Account Executive
TITLE

10595 Westoffice Dr.
CORRESPONDENCE ADDRESS

Houston, TX 77042
CITY, STATE ZIP CODE

76-0203945
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

10595 Westoffice Dr.
REMIT ADDRESS

Houston, TX 77042
CITY, STATE ZIP CODE

713-777-0447
TELEPHONE NUMBER

713-777-0749
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

BID #: B122012
OPEN: 01/19/2012
2:00 PM

SOFTWARE MAINT & SUPPORT FOR GALVESTON COUNTY

GALVESTON COUNTY, TEXAS

VENDOR ID 703255 UNIQUE DIGITAL TECHNOLOGY INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	92045	SYMANTEC SOFTWARE-ESS NETBACK UP SERVER WINDOWS ENTERPRISE SERVER V6 5 STANDARD LICENSE TIER 3	1	EA		$ 1840.00	$ 1840.00
0002	92045	SOFTWARE-ESS NETBACKUP CLIENT APPLICATION AND DATABASE PACK 6 5 WINDOWS TIER 2 STANDARD LICENSE	1	EA		$ 389.85	$ 389.85
0003	92045	SOFTWARE-ESS NETBACKUP CLIENT APPLICATION AND DATABASE PACK UNIX V6 5 STANDARD LICENSE TIER 1	4	EA		$ 1148.85	$ 4595.40
0004	92045	SOFTWARE-ESS NETBACKUP OPTION XPLAT LIBRARY BSED TAPE DRIVE SUPPORT V6 5 STANDARD LICENSE	6	EA		$ 690.00	$ 4140.00

LINE ITEM DETAIL

BID #: B122012
OPEN: 01/19/2012
2:00 PM

SOFTWARE MAINT & SUPPORT FOR GALVESTON COUNTY

GALVESTON COUNTY, TEXAS

VENDOR ID 703255 UNIQUE DIGITAL TECHNOLOGY INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0005	92045	SOFTWARE-ESS NETBACKUP OPTION XPLAT SHARED STORAGE OPTION FOR TAPE V6 5 STANDARD LICENSE	3	EA		$ 460.00	$ 1380.00
0006	92045	SOFTWARE-ESS NETBACKUP ENTERPRISE CLIENT V6 5 STANDARD LICENSE	15	EA		$ 136.85	$ 2052.77
0007	92045	SOFTWARE-ESS NETBACKUP ENTERPRISE CLIENT V6 5 WINDOWS TIER 1 STANDARD LICENSE	2	EA		$ 596.85	$ 1193.70
0008	92045	SOFTWARE-ESS NETBACKUP ENTERPRISE CLIENT V6 5 WINDOWS TIER STANDARD LICENSE	6	EA		$ 711.85	$ 4271.09
0009	92045	SOFTWARE-ESS NETBACK SERVER WINDOWS ENTERPRISE SERVER V6 5 STANDARD LICENSE TIER 2	2	EA		$ 1265.00	$ 2530.00

LINE ITEM DETAIL

BID #: B122012
OPEN: 01/19/2012
2:00 PM

SOFTWARE MAINT & SUPPORT FOR GALVESTON COUNTY

GALVESTON COUNTY, TEXAS

VENDOR ID 703255 UNIQUE DIGITAL TECHNOLOGY INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	92045	SOFTWARE-ESS NETBACKUP SERVER WINDOWS ENTERPRISE SERVER V6 5 STANDARD LICENSE TIER 2	1	EA		$ 1265.00	$ 1265.00
0011	92045	SOFTWARE-ESS NETBACKUP OPTION NDMP OPTION V6 5 XPLAT TIER 2 STANDARD LICENSE	2	EA		$ 1495.00	$ 2990.00
0012	92045	SYMANTEC NETBACKUP & DOUBLETAKE SOFTWARE SUPPORT SOFTWARE - 1 YEAR NETBACK UP PHONE AND REMOTE VPN SUPPORT AND ON-SITE IF NEEDED	1	EA		$ 10,000.00	$ 10,000.00
0013	92045	SOFTWARE - 1 YEAR 7X24X2 PHONE SUPPORT FOR DOUBLE TAKE FOR WINDOWS SERVER	5	EA		$ 593.15	$ 2965.75
0014	92045	SOFTWARE - 1 YEAR 7X24X2 PHONE SUPPORT FOR DOUBLE TAKE FOR WINDOWS ADVANCED SERVER	1	EA		$ 1132.00	$ 1132.00

LINE ITEM DETAIL

BID #: B122012
OPEN: 01/19/2012
2:00 PM

SOFTWARE MAINT & SUPPORT FOR GALVESTON COUNTY

GALVESTON COUNTY, TEXAS

VENDOR ID 703255 UNIQUE DIGITAL TECHNOLOGY INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0015	92045	N/A		EA		$	$
0016	92045	N/A		EA		$	$
0017	92045	N/A		EA		$	$
						Extended Price Total of all Item	$

Quote

Unique Digital, Inc.
10595 Westoffice
Houston, Texas 77042
Phone: (713) 777-0447
FAX: (713) 777-0749

Quote No. Galveston_011912_NBU_DT_Maint_Year 2
Date: January 19, 2012

Bill To:	Galveston County RFP 09/052JC-27 BID #· B122012	Ship To:	Same

TERMS	REFERENCE	VALIDITY	SHIPPED VIA	F.O.B.	ACCOUNT EXECUTIVE
Net 30		TBD		Houston	Allison Zayler

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	**2ZHAC3Z0-ER1ES** Symantec NetBackup Enterprise Server 7 1 WIN/LNX/SOLX64 1 Server Tier 3 Renewal Essential 12 Months Express Band S-(39331887)	$1,840 00	**$1,840.00**
1	**BQCRC2Z0-ER1ES** Symantec NetBackup Client Application and Database Pack 7 1 WIN/LNX/SOLX64 1 Server Tier 2 Renewal Essential 12 Months Express Band S-(39331908)	$389 85	**$389 85**
4	**BQCRU1Z0-ER1ES** Symantec NetBackup Client Application and Database Pack 7 1 UNX 1 Server Tier 1 Renewal Essential 12 Months Express Band S-(39331919)	$1,148 85	**$4,595 40**
6	**5H58XZZ0-ER1ES** Symantec NetBackup Option Library Based Tape Drive 7 1 XPLAT 1 Drive Renewal Essential 12 Months Express Band S-(39331949)	$690 00	**$4,140 00**
3	**FVFGXZZ0-ER1ES** Symantec NetBackup Option Shared Storage Option 7 1 XPLAT 1 Drive Renewal Essential 12 Months Express Band S-(39331954)	$460 00	**$1,380 00**
15	**4EBZXZZ0-ER1ES** Symantec NetBackup Standard Client 7 1 XPLAT 1 Server Renewal Essential 12 Months Express Band S-(39331899)	$136 85	**$2,052 77**
2	**UN6XC1Z0-ER1ES** Symantec NetBackup Enterprise Client 7 1 WIN/LNX/SOLX64 1 Server Tier 1 Renewal Essential 12 Months Express Band S-(39331934)	$596 85	**$1,193 70**
6	**UN6XC2Z0-ER1ES** Symantec NetBackup Enterprise Client 7 1 WIN/LNX/SOLX64 1 Server Tier 2 Renewal Essential 12 Months Express Band S-(39331943)	$711 85	**$4,271 09**
3	**2ZHAC2Z0-ER1ES** Symantec NetBackup Enterprise Server 7 1 WIN/LNX/SOLX64 1 Server Tier 2 Renewal Essential 12 Months Express Band S-(39331959)	$1,265 00	**$3,795.00**
2	**LOV9X2Z0-ER1ES** Symantec NetBackup Option NDMP 7 1 XPLAT 1 Server Tier 2 Renewal Essential 12 Months Express Band S-(39331995)	$1,495 00	**$2,990.00**
		SUBTOTAL	**$26,647.82**

5	**DTAVAILSE-R** Maintenance Renewal Standard Edition with 1 Year 7x24x2 Phone Support for Double-Take for Windows Server	$593 15	**$2,965.75**
1	**DTAVAILAE-R** Maintenance Renewal Advanced Edition with 1 Year 7x24x2 Phone Support for Double-Take for Windows Server	$1,132 00	**$1,132 00**
		SUBTOTAL	**$4,097.75**

	UDI's NetBackup Software Maintenance Coverage period 04-01-2013 through 03-31-2014		
1	**UDI-NB-SUPP** 1 Year UDI NetBackup Phone and Remote VPN Maintenance If needed on-site support @ $90/hr 2hr/min	$10,000 00	**$10,000.00**
		SUBTOTAL	**$10,000.00**

SUBTOTAL	**$40,745.57**
SALES TAX RATE %	**8.25%**
SALES TAX	**EXEMPT**
SHIPPING & HANDLING	**N/A**
TOTAL DUE	**$40,745.57**

Allison Zayler

SIGNATURE

CUSTOMER SIGNATURE

BID #: B122012
OPEN: 1/19/2012
2:00 PM

INVITATION TO BID
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

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 PM** on **1/19/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550 Any proposal received after **2:00 PM** on the date specified will be returned unopened

All bids must be marked on the outside of the envelope

Bid #: B122012
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope Pricing will be lump sum or as noted on bid sheet

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas

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

Upon satisfaction of contractual terms (e g , goods delivered in promised condition, services rendered as agreed, etc), vendor is to be paid via Galveston County's normal accounts payable process

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY
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 Request for 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 MAINTENANCEained 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
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY
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, 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

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

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

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

Pursuant to Section 151 309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151 309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151 311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151 3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this

GENERAL PROVISIONS
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151 If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http //www window state tx us/

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

GENERAL PROVISIONS
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

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

The contractor shall commence work only after the transmittal of a fully executed 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

GENERAL PROVISIONS
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

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

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

GENERAL PROVISIONS
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

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

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 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

GENERAL PROVISIONS
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

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

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. 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

GENERAL PROVISIONS
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY
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)

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

32. 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

GENERAL PROVISIONS
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

33. NON-COLLUSION AFFIDAVIT

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

34. PROCUREMENT ETHICS

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

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

CODE OF ETHICS – Statement of Purchasing Policy

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

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

To achieve 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

GENERAL PROVISIONS
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

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

35. **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, 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.

GENERAL PROVISIONS
SOFTWARE MAINTENANCE & SUPPORT FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

36. 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

SPECIAL PROVISIONS
SOFTWARE MAINT & SUPPORT FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor or vendors to provide pricing information on the following software maintenance and support products

Software maintenance renewals for Net Backup and Double Take software

Software support for Symantec NetBackup & DoubleTake

Maintenance and support of Infotrend devices

Please note that NetBackup and DoubleTake are critical components used in the backup restoring of the County's data In addition, the County uses Symantec's NetBackup software for backing and restoring of data on the Windows and Unix platforms as well as the Storage Area Network (SAN)

TERM OF CONTRACT:
The contract awarded under these specifications will be for a one (1) year period with a renewal option for two (2) years in one (1) year increments if mutually agreed upon by both parties, exercisable at the sole discretion of the County

CONTACT INFORMATION:
For questions regarding this bid, please contact Erin Quiroga, Senior Buyer, Galveston County Purchasing Department at (409) 770-5391

The remainder of this page intentionally left blank

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

Contract Number: CM12055

Invitation to Bid Number: Bid #B122012, Software Maintenance & Support for Galveston County

Term of Contract One (1) year with two (2) one (1) year extensions

Initial term (Services) Beginning date of execution of this Contract by latest signatory to sign and terminating **February 24, 2013.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A 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 job

Renewal Options: (if applicable):

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

Contractor: Unique Digital, Inc.

Awarded as to addendum(s) (if applicable):

Addendum No 1 ( ) yes ( ) no ( ) n a
Addendum No 2 ( ) yes ( ) no ( ) n a
Addendum No 3 ( ) yes ( ) no ( ) n a

Payment Bond Required ( ) yes (X)no

Performance Bond Required ( ) yes (X) no

Notice to be Given to:

Galveston County

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Unique Digital, Inc.
Attn: Allison Zayler
10595 Westoffice Dr.
Houston, TX 77042

County and Contractor agree as follows:

1 **Parts of Contract** Sections I (Invitation to Bid, Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract

2. **Contractor Responsibilities**. Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities

3 **Payment for Services** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal

4 **Independent Contractor** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives

5 **Employment Taxes** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above

7 **Cancellation**· County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee

9 **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination

10 **Novation and Change of Name Agreements**· Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court

11 **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by 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 or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12 **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party

13 **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall 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.

14 **Validity/Enforceability** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect

15 **Governing Law**. This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**. This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties

17 **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto

18 **Immunity Retained** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract

19 **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense The singular includes the plural and the plural includes the singular unless expressly provided otherwise

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22 **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the 25th day of February, 2012. (effective)

Contractor:

Unique Digital, Inc.

By: Allison Zayler **Date:** 2/7/12

Allison Zayler

Galveston County

By: **Date:** 2/7/12

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

AGENDA

ITEM

#33c

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

January 31, 2012

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

Re: RFP #B092015, Vending Machine Services for Galveston County

Gentlemen,

The contract associated with RFP #B092015, Vending Machine Services for Galveston County is scheduled for its second extension on April 15, 2012 The contracted vendor for this service is Brown Food Services, Inc

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

COUNTY OF GALVESTON

CHARLES KENWORTHY
FACILITIES MANAGER

January 12, 2012

To. Rufus Crowder
From. Charles Kenworthy

RE: Vending Machine Services Bid # B092015

Rufus,

It is my recommendation that the Vending Machine Services Bid # B092015 with Brown Food Services be extended for an additional year. Please contact me at X2385 if you have any questions

Thank you

Charles Kenworthy
Facilities Manager

Brown Food Services, Inc.

2819 Beluche

Galveston, Texas 77551

(409)457-8118

01/25/2012

Rufus Crowder

Purchasing Agent

County of Galveston

RE: RFP #B092015

Dear Mr Crowder,

This is to request that the contract be extended for an additional year ending April 14, 2013

Regards,

Jeff Brown, Pres

Brown Food Services, Inc

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

January 31, 2012

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

Re: Bid #B112010, Altosid Pellets (IGR)

Gentlemen,

The contract associated with Bid #B112010, Altosid Pellets (IGR) is scheduled for its first extension on April 9, 2012 The contracted vendor for this service is Western Exterminator Company, dba Target Specialty Products

It is requested that you authorize an extension on this contract

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G MARSHALL, JR
DIRECTOR
281-337-4289

January 12, 2012

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

Rufus Crowder, CPPO, CPPB
County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re: Bids Extension on 04/08/2012

Dear Rufus

The following listed bids for Mosquito Control insecticides, is scheduled for their first extension on 04/08/2012. I am requesting that we grant the extensions to the following vendors

Bid#	B112010	Altosid Pellets (IGR)	Western Exterminator Company
Bid#	B112011	Altosid Liquid Larvicide 5% and 20%	Adapco, Inc

Should you have any questions or concerns, please do not hesitate to contact me at my office

Thank you for your assistance in this matter.

Respectfully,

John G. Marshall, Director
Galveston County Mosquito Control District

TARGET
SPECIALTY PRODUCTS
Delivering Value

Target Specialty Products

1225 N Post Oak Rd
Houston, TX 77055
Tel 713-682-4411
Tel 800-901-9746
Fax 713-682-4374

January 18, 2012

Rufus Crowder, CPPB
Purchasing Agent
Galveston County Purchasing
722 Moody, 5th Floor
Galveston, Texas 77550

Mr Crowder,

In reference to **Bid # B112010** for **Altosid Pellets (IGR)**, Target Specialty Products is willing to extend the contract price for one additional year with the same terms and conditions

If you have any questions about this matter or need anything else, you can reach me through Target's Houston office, or on my mobile phone at (713)249-2075 Thanks for your consideration in this matter

Sincerely,

Mike Nichols

Mike Nichols
Vector Business Manager

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

January 31, 2012

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

Re: Bid #B112011, Altosid Liquid Larvicide 5% and 20%

Gentlemen,

The contract associated with Bid #B112011, Altosid Liquid Larvicide 5% and 20% is scheduled for its first extension on April 9, 2012. The contracted vendor for this service is ADAPCO, Inc

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G MARSHALL, JR
DIRECTOR
281-337-4289

January 12, 2012

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

Rufus Crowder, CPPO, CPPB
County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re. Bids Extension on 04/08/2012

Dear Rufus

The following listed bids for Mosquito Control insecticides, is scheduled for their first extension on 04/08/2012. I am requesting that we grant the extensions to the following vendors

Bid#	B112010	Altosid Pellets (IGR)	Western Exterminator Company
Bid#	B112011	Altosid Liquid Larvicide 5% and 20%	Adapco, Inc

Should you have any questions or concerns, please do not hesitate to contact me at my office

Thank you for your assistance in this matter

Respectfully,

John G. Marshall, Director
Galveston County Mosquito Control District

ADAPCO

January 20, 2012

Mr Rufus Crowder, CPPB
Purchasing Agent
Galveston County
Fifth Floor
722 Moody Ave
Galveston, TX 77550

SUBJECT: BID # B112011 – ALTOSID LIQUID LARVICIDE 5% AND ALTOSID LIQUID CONCENTRATE 20%

Dear Mr Crowder

ADAPCO, Inc would be pleased to extend Bid#B112011 for Altosid SR 5 and Altosid SR 20 concentrate with below pricing valid from April 9, 2012 through April 8, 2013

ITEM	DESCRIPTION	SIZE	PRICE
ALTSR5-4	ALTOSID SR5	4X1 GL CASE	$991 72/CASE
ALTSR20-2X2 5	ALTOSID SR20 CONCENTRATE	2X2 5 GL CASE	$4,420 00/CASE

We thank you for allowing ADAPCO the opportunity to provide you with the above mosquito control insecticide and look forward to again working with Galveston County If you have any questions, I can be reached at (800) 367-0659 or via email at bids@MyADAPCO com

Respectfully,

Kathy Russell

Kathy Russell
Contract Manager

AGENDA ITEM #33d

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

January 31, 2012

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

Re Bid #B121016, 48' Hydraulic Folding Tail Trailer

Gentlemen,

On January 31, 2012 bids were opened for Bid #B121016, 48' Hydraulic Folding Tail Trailer, at which time three (3) bids were received from the following companies

- Mustang Machinery Company, Ltd., dba Mustang CAT — Houston, Texas
- Doggett Heavy Machinery — Houston, Texas
- Washington County Tractor, Inc — Brenham, Texas

The lowest bid was received from Mustang CAT in the amount of $59,540.00 The Road Administrator and I recommend that you award this bid to Mustang Machinery Company, Ltd , dba Mustang CAT

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

Date: January 31, 2012

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator L.H.

Re: **Bid# B121016 – 48' Hydraulic Folding Tail Trailer**

I recommend awarding the above bid to the low bidder, Mustang CAT.

Thank you for your assistance in obtaining this bid.

LH/djs

BID RESPONSE TABULATION
48 FOOT HYDRAULIC FOLDING TAIL TRAILER
GALVESTON COUNTY, TEXAS

BID #: B121016
OPEN: 01/31/2012
10.00AM

Item	Product Cod	Description	Quantity	Units	Vendor 710899 MUSTANG MACHINERY COMP/		Vendor 713009 DOGGETT HEAVY MACHINERY		Vendor 714265 WASHINGTON COUNTY TRACT	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07073	48' HYDRAULIC FOLDING TAIL TRAILER	1 00	EA	59,540 00	59,540 00	69,950 00	69,950 00	68,342 23	68,342 23
				Total of all Items		**59,540.00**		**69,950.00**		**68,342.23**

BID #: B121016
OPEN: 01/31/2012
10:00AM

BID SHEET

48 FOOT HYDRAULIC FOLDING TAIL TRAILER

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 59,540

OPTIONS TO RENEV No Extensions/Non-Applicable

WITNESS

MUSTANG CAT
COMPANY NAME

01-30-12
DATE

AUTHORIZED REPRESENTATIVE'S SIGNATURE

MATT MIGNEREY
PRINTED NAME

SALES REP.
TITLE

12800 NORTHWEST FWY
CORRESPONDENCE ADDRESS

HOUSTON, TX 77040
CITY, STATE ZIP CODE

20-0421611
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

12800 NORTHWEST FWY
REMIT ADDRESS

HOUSTON, TX 77040
CITY, STATE ZIP CODE

713 818 5507
TELEPHONE NUMBER

409 935 7475
FAX NUMBER

ADDENDUM'S RECEIVED #1____#2____#3____

LINE ITEM DETAIL

48 FOOT HYDRAULIC FOLDING TAIL TRAILER

GALVESTON COUNTY, TEXAS

BID #: B121016
OPEN. 01/31/2012
10:00AM

VENDOR ID 404669 MUSTANG TRACTOR & EQUIPMENT CO

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07073	48' HYDRAULIC FOLDING TAIL TRAILER	1	EA	TOWMASTER T-70HT	$ 59,540	$ 59,540

Extended Price Total of all Iten $ 59,540

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No ·	TR-11-10	Date Prepared:	12/7/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency·	Galveston County Road & Bridge	Contractor	Doggett Heavy Machinery Services, LLC
Contact Person	Layne Harding	Prepared By.	Bill Talbot
Phone	281-534-4151	Phone	713-679-6700
Fax	409-765-3247	Fax.	713-674-0305
Email	layne harding@co galveston tx us	Email	bill talbot@doggett com

Product Code.	BT199	Description.	Trail King Model TK 70SA Sliding Axle 70,000 lbs. (other models available to 110,000 lbs)

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	53,400 00

B. Published Options – Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note, Published Options are options which were submitted and priced in Contractor's bid)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s).	20,806 00
		Subtotal B:	20806

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note Unpublished options are items which were not submitted and priced in Contractor's bid)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s).	
		Subtotal C	0

Check Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B)	For this transaction the percentage is·	0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered.	1	X Subtotal of A + B + C.	74206	=	Subtotal D	74206

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Inbound Freight	N/C		
Surcharge additions	N/C		
Additional Discount Allowance	-4 256		
Customer Pick Up at Doggett yard, Houson, TX		Subtotal E.	-4256

Delivery Date:·	Sept. 2012	F. Total Purchase Price (D+E):	69950

TK70SA Advantage Sliding Axle 4S2M ABS
9ft - 10in Upper Deck
49in 5th Wheel Height
20,000 Lb Hydraulic Winch LIO Std
PTO Hydraulic Tilt/Slide
Pin-Type Park Stands
50,000 Lbs Capacity in 16 ft
1 1/8in Apitong Decking
9 ft Deck Width
Lowering Kit (all axles)
8 25 x 22 5 10-Hole Disc Wheels ILO Std
Steel Wheels
L E D Light Package
Flag Holders
White S7235 with Black Decals

713009

HGACBuy
THE SMART PURCHASING SOLUTION

Contract Pricing Worksheets

Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at: 713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any
Toll Free - 800.926.0234

COPY

BID #. B121016
OPEN: 01/31/2012
10:00AM

BID SHEET

48 FOOT HYDRAULIC FOLDING TAIL TRAILER

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 68,342.23

OPTIONS TO RENEV No Extensions/Non-Applicable

Josh Bone
WITNESS

1-30-12
DATE

Washington County Tractor Inc.
COMPANY NAME

S W
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Sean Wilson
PRINTED NAME

Sales
TITLE

P.O. Box 1619
CORRESPONDENCE ADDRESS

Brenham, TX 77833
CITY, STATE ZIP CODE

74-2505736
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 1619
REMIT ADDRESS

Brenham, TX 77833
CITY, STATE ZIP CODE

979-778-6325
TELEPHONE NUMBER

979-778-2826
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

48 FOOT HYDRAULIC FOLDING TAIL TRAILER

GALVESTON COUNTY, TEXAS

BID #: B121016
OPEN: 01/31/2012
10:00AM

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	07073	48' HYDRAULIC FOLDING TAIL TRAILER	1	EA		$ 68,342.23	$ 68,342.23

Extended Price Total of all Item $ 68,342.23

BID#: B121016
OPEN: 01/31/2012
10:00 AM

SPECIAL PROVISIONS
48' HYDRAULIC FOLDING TAIL TRAILER
GALVESTON COUNTY, TEXAS

MODEL		YES	NO	EXCEPTIONS
Type	Hydraulic Folding Tail Trailer	X		
Capacity (lbs)	70,000 (50,000 in 16 feet)	X		
Overall Length (ft/in)	47' 0" min to 48' 0" max	X		
Deck Width (ft/in)	9' 0"	X		
Deck Height (in)	39" empty	X		
Swing Clearance (in)	78"		X	82"
TRAILER COLOR				
1 Black or white		X		
GOOSENECK				
1 Gooseneck shall consist of a 10' rigid neck. Flat deck must consist of 1 7/8" Angelim Pedra Decking (Raised) or approved equal with (2) integrated storage trays located in front corners.		X		
MAIN BEANS				
1 Main beams shall be fabricated using 80,000 psi steel webs and 100 000 psi minimum yield for flanges		X		
CROSS MEMBERS				
1 Cross members and plates shall be minimum ASTM A572-50,000 yieldsteel Cross member spacing to be 12" on center			X	60,000 # on 2' Centers

BID#: B121016
OPEN: 01/31/2012
10:00 AM

SPECIAL PROVISIONS
48' HYDRAULIC FOLDING TAIL TRAILER
GALVESTON COUNTY, TEXAS

PROFILE

1 Gooseneck must have a "rigid" neck. X ___ _____

KING PIN

1 King Pin shall be 2" S.A.E with a 16" pin setting/ Swing clearance 78" with a 48" king pin height. X ___ _____

JACK STANDS

1 25k 2-speed dual jacks X ___ _____

FITTINGS

1 All fittings must be JIC and O-ring type fittings X ___ _____

HYDRAULIC HOSES

1 Parker hydraulic hoses or equivalent. X ___ _____

HYDRAULIC CONTROLS

1 Hydraulic controls must be mounted through the side of the gooseneck on the road side of vehicle X ___ _____

ELECTRICAL

1 7-way socket mounted at front of gooseneck. All wiring to be sealed modular wiring manufactured be Sealco or equivalent All lighting to be LED rubber grommet mounted and must conform to all D O T regulations LED strobe kit to be mounted on rear of trailer X ___ _____

BID#: B121016
OPEN: 01/31/2012
10:00 AM

SPECIAL PROVISIONS
48' HYDRAULIC FOLDING TAIL TRAILER
GALVESTON COUNTY, TEXAS

WINCH

1 20,000 lb capacity hydraulic winch with 60' of 5/8" cable — X

DECK

1 Decking shall be 1-7/8" Angelim Pedra or equivalent raised ¼" above frame rails — X

MAIN DECK RAMP

1 8' Hydraulic recessed deck ramp to access upper deck on gooseneck. Deck must have lever to support ramp in place when in upright position with 2 stabilizer jaws that store flush in back of gooseneck. — X

TIE DOWNS

1 1" D-ring tie downs spaced evenly every 48 ' on each side of deck with stake pockets evenly spaced between D-rings except on main tail — X

AXELS

1 Dexter 22,500 lb capacity axles (2) with 12 25" x 7 5" brakes or equivalent Air brakes shall be a Meritor 2S/1M BS System or equivalent Oil bath hubs and automatic slack adjusters — Dexter 22,500# Axles; X Haldex 2S/1M ABS System Instead of Meritor 2S/M BS

SUSPENSION

1 Ridewell air-ride suspension or equivalent with dump valve and liquid filled pressure gauge — X Equal Hendrickson Turner Air Ride

TIRES AND WHEELS

1 235'75R17 5 (H) ply tires with 8-bolt hub-piloted steel wheels — X

SPECIAL PROVISIONS
48' HYDRAULIC FOLDING TAIL TRAILER
GALVESTON COUNTY, TEXAS

FOLDING TAIL

1 8'2" main tail section with Angelim Pedra decking or equivalent 4' section to be covered with steel diamond plate Load angle of 14 degree maximum (flip section) to 11 degree (main tail) maximum with air dumped

X ___ _____

PAINT

1 Two component polythurethane primer and paint Color to be black or white

X ___ _____

ADDITIONAL OPTIONS

1 Weatherproof registration holder and flag holders at all 4 corners of trailer

X ___ _____

WARRANTY

1 1-year parts and labor, 2-year suspension and limited lifetime frame and structural warranty of 5 years (100%)

X ___ _____

AGENDA ITEM #34a

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator, Director ~ Beach

Office 281/534-4152
Facsimile 409/765-3247

MEMORANDUM

TO: Patricia Grady
Legal Liason

FROM: Layne Harding
Road Administrator, Director ~ Beach

DATE: January 23, 2012

RE: General Land Office Contract Renewal
Beach Maintenance Reimbursement Program – FY 2012

Please find the attached proposed contract for the 2012 Beach Maintenance Reimbursement Program with the General Land Office. The total estimated expenditures for 2012 are $1,449,096.89. Two-thirds ($965,968.00) of the total estimated expenditures are eligible for reimbursement. I am requesting that this item be submitted to Commissioners' Court on the next agenda for approval.

If additional information is needed, please contact me at 281/534-4152.

LH/djs

Enclosures. 2012 Contract proposal

Application for State Assistance in Cleaning and Maintaining Public Beaches for Fiscal Year 2012

Beginning September 1, 2011

Texas General Land Office
Jerry Patterson, Commissioner
P.O. Box 12873
Austin, Texas 78711-2873

City or county making application (applicant): Galveston County Road & Bridge - Beach Maintenance
Name and address of administrative body responsible for beach cleaning: Galveston County Road & Bridge - Beach Maintenance 5115 Highway 3 Dickinson, TX 77539
Name, organization, and title of official with day-to-day responsibility for project: Galveston County Road & Bridge - Beach Maintenance Layne Harding, Road Administrative
Name, address, and title of official authorized to receive state reimbursement: Galveston County Road & Bridge - Beach Maintenance Layne Harding, Road Administrator 5115 Highway 3 Dickinson, TX 77539

The applicant understands and agrees that the requirements set forth in Section 61 069 of the Texas Natural Resources Code must be met, and the applicant expressly pledges and represents that it has met or will meet the requirements through the following

1 The applicant has a duly constituted beach park board or like body with adequate authority to administer an effective program of keeping the public beaches under its jurisdiction clean (OBA §61 069 (1))

2. The applicant shall provide for receipt of all project funds by its treasurer or like official who shall adequately safeguard such funds and assure same are expended solely for project purposes The applicant agrees to reimburse the General Land Office for any project funds lost or spent for non-project purposes (OBA §61.069 (2))

3 The applicant shall submit such reports as to amounts and types of project expenditures as may be required by the General Land Office (OBA §61 069 (3))

4 The applicant provides free entrance to all public beaches within its jurisdiction (OBA §61 069 (4))

5. The applicant operates and maintains one or more coastal parks which are satisfactory to the General Land Office with respect to size and facilities. (OBA §61.069 (5))

Total linear feet of beach to be cleaned 136,959

1.	Equipment rental, litter and debris removal	$ $533,333 42
2	Labor, litter and debris removal	$269,341.32
3.	Signs, litter-related	
4	Supervision, litter and debris removal	$32,298 43
5.	Solid waste collection and disposal, including purchase of containers	$145,070.68
6.	Portable toilet rental and servicing	$44,939.95
7	Barricades, bollards, and traffic signs	$10,696.46
8.	Lifeguard expenses	
9	Litter patrol expenses	
10	Beach patrol expenses	$392,212.40
11	Administration	$221,204.25
	TOTAL	$ $1,449,096.89

Amount of state assistance requested for current state fiscal year (may not exceed two-thirds of amount shown in line above as provided by Section 61 076 of the Texas Natural Resources Code): $ 965,968 00

The General Land Office reserves the right to require of the applicant any additional evidence it may deem necessary for the approval of the application or management of the program

Supporting documents· (**The application is incomplete unless the following documents are included**)

Mark the applicable box as the corresponding document is included with the application.

- ☑ A current resolution authorizing application for funds and vesting an official with full authority to act for purposes of the program.
- ☑ A Texas Department of Transportation county map upon which are delineated the public beaches to be cleaned and the linear feet of beach therin
- ☐ A site plan of applicant's beach park which meets the minimum requirements established by the state.
- ☐ A certified copy of documentation establishing a beach park board or like body
- ☑ A current written statement attesting that the maintenance to be provided is consistent with the applicant's community adopted plan for Beach Access and Dune Protection.
- ☑ A current written statement acknowledging that compliance with the regulations for collection and expenditure of beach user fees, contained in Section 15.8 of the state's beach access and dune protection regulations, is a requirement of the program.
- ☑ A current written statement that the applicant will supply an adequate number of garbage and litter receptacles for that area of the beach which the applicant cleans and maintains in this program Receptacles for recyclables are suggested, but not required.
- ☑ A current list, adopted by the governing body, of the equipment rates to be charged per hour or per day which also indicates whether with or without operator and which includes portable toilets, if provided
- ☑ A current beach-cleaning proposal describing the cleaning and maintenance operations at the beach

Galveston County (Applicant) acting by and through County Judge (Official) hereunto duly authorized, submits this application and certifies its contents are true and correct, and agrees to the above terms and conditions

February 7, 2012 (Date) by [signature] Mark Henry (Name and Title) County Judge

Resolution

County of Galveston

State of Texas

BE IT REMEMBERED at a meeting of the Commissioner's Court of Galveston County, Texas, held on the 7th day of February, 2012. On motion made by Kevin O'Brien, Commissioner of Precinct, 2 and seconded by Mark Henry, County Judge, Commissioner of Precinct xxxx, the following Resolution was adopted:

WHEREAS, the Texas General land Office required that the Galveston County Commissioners' Court be authorized to make the application for funds and also be vested with full authority to act for all other purposes in connection with the beach cleaning agreement covering the beach on Bolivar Peninsula.

NOW, THEREFORE, be it resolved that the Commissioners' Court of Galveston County, Texas vests its highest administrative official, the County Judge with full authority to make application for funds and to act for all other purposes in the agreement between the County of Galveston and the Texas General Land Office, said agreement being known as the Beach Cleaning and Maintenance Assistance Agreement for the year FY-2012.

SIGNED this 7th day of February, 2012.

Mark Henry
County Judge

Commissioner Patrick Doyle
Precinct One

Commissioner Kevin O'Brien
Precinct Two

Commissioner Stephen Holmes
Precinct Three

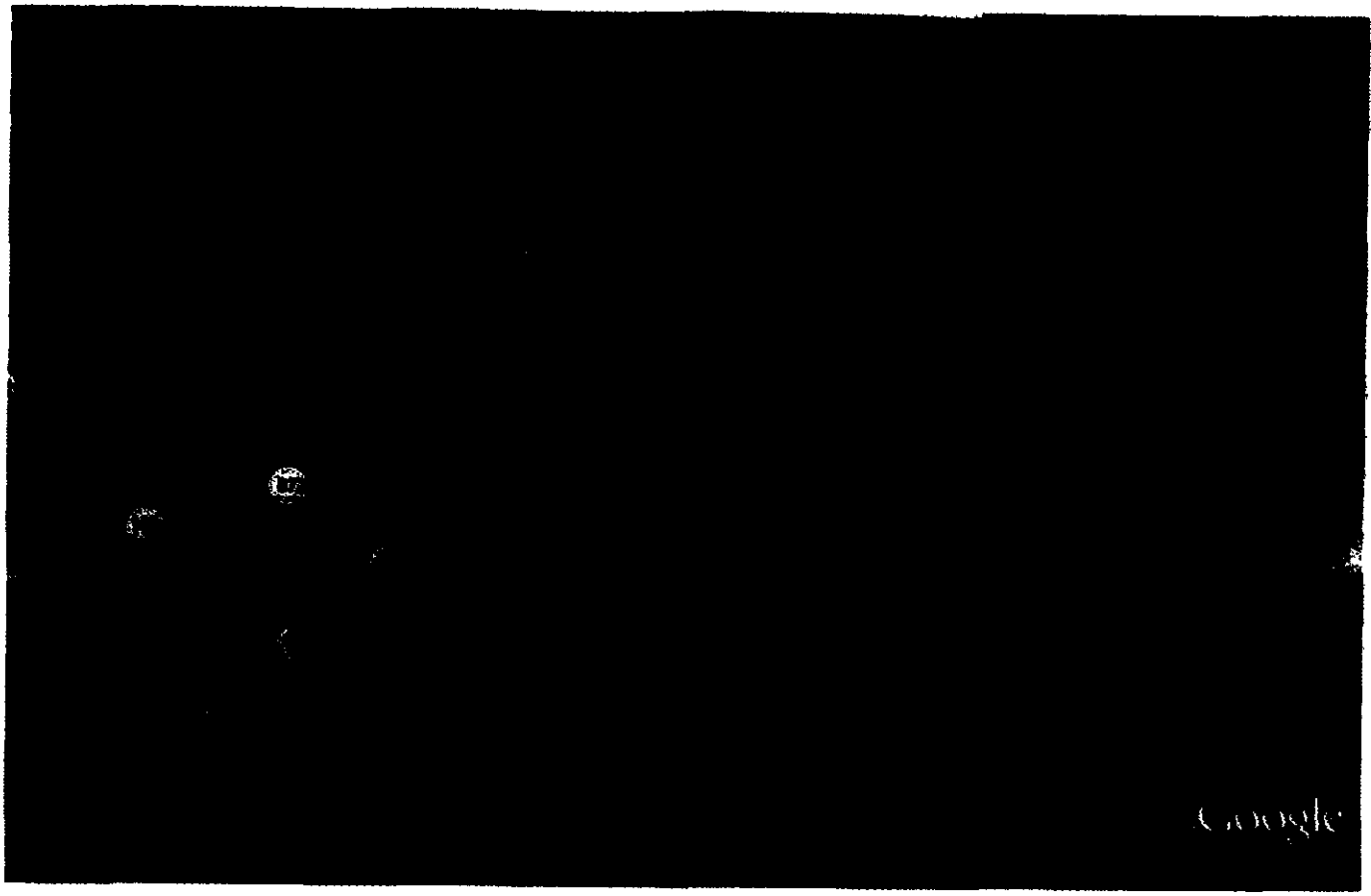
Commissioner Ken Clark
Precinct Four

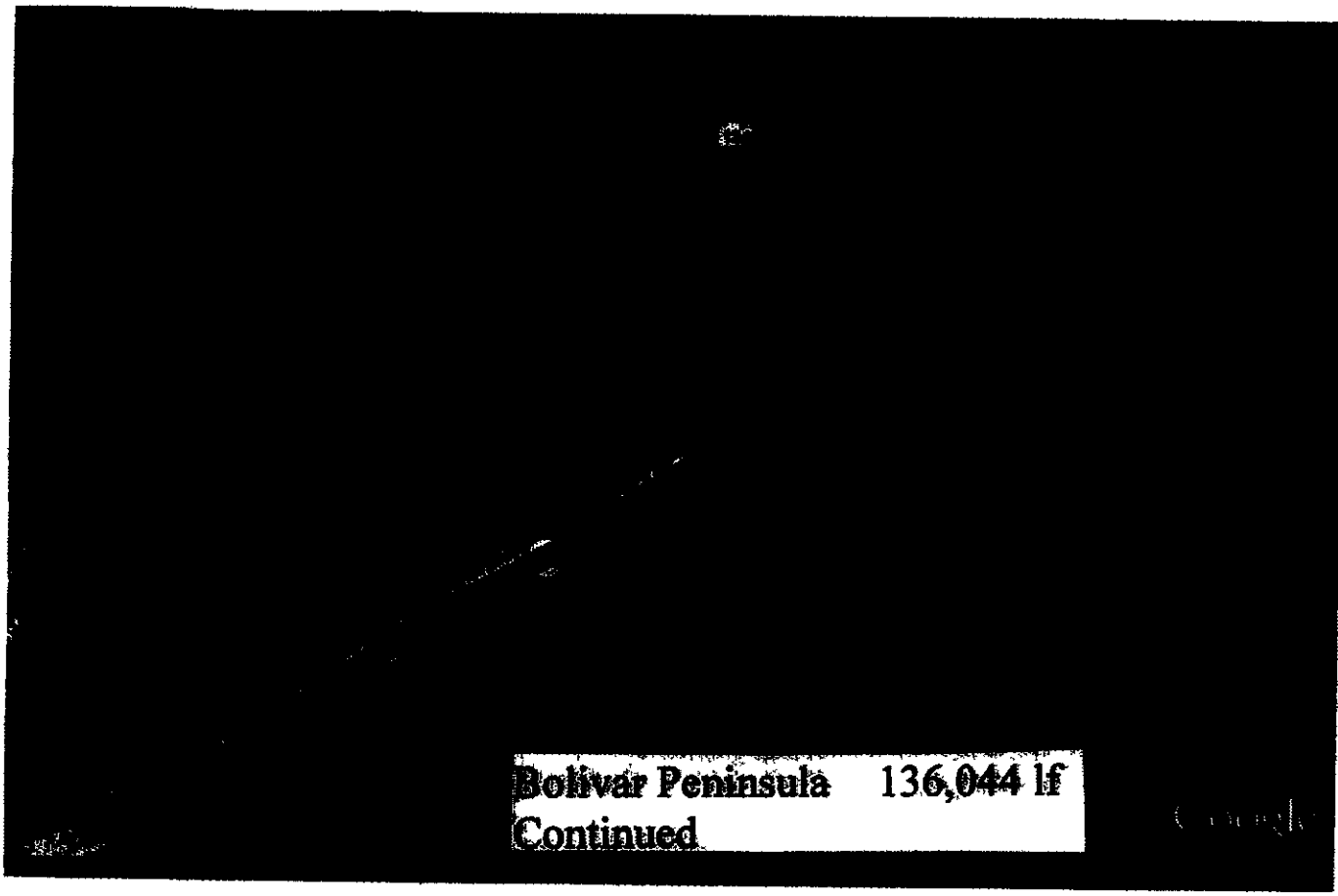
ATTEST

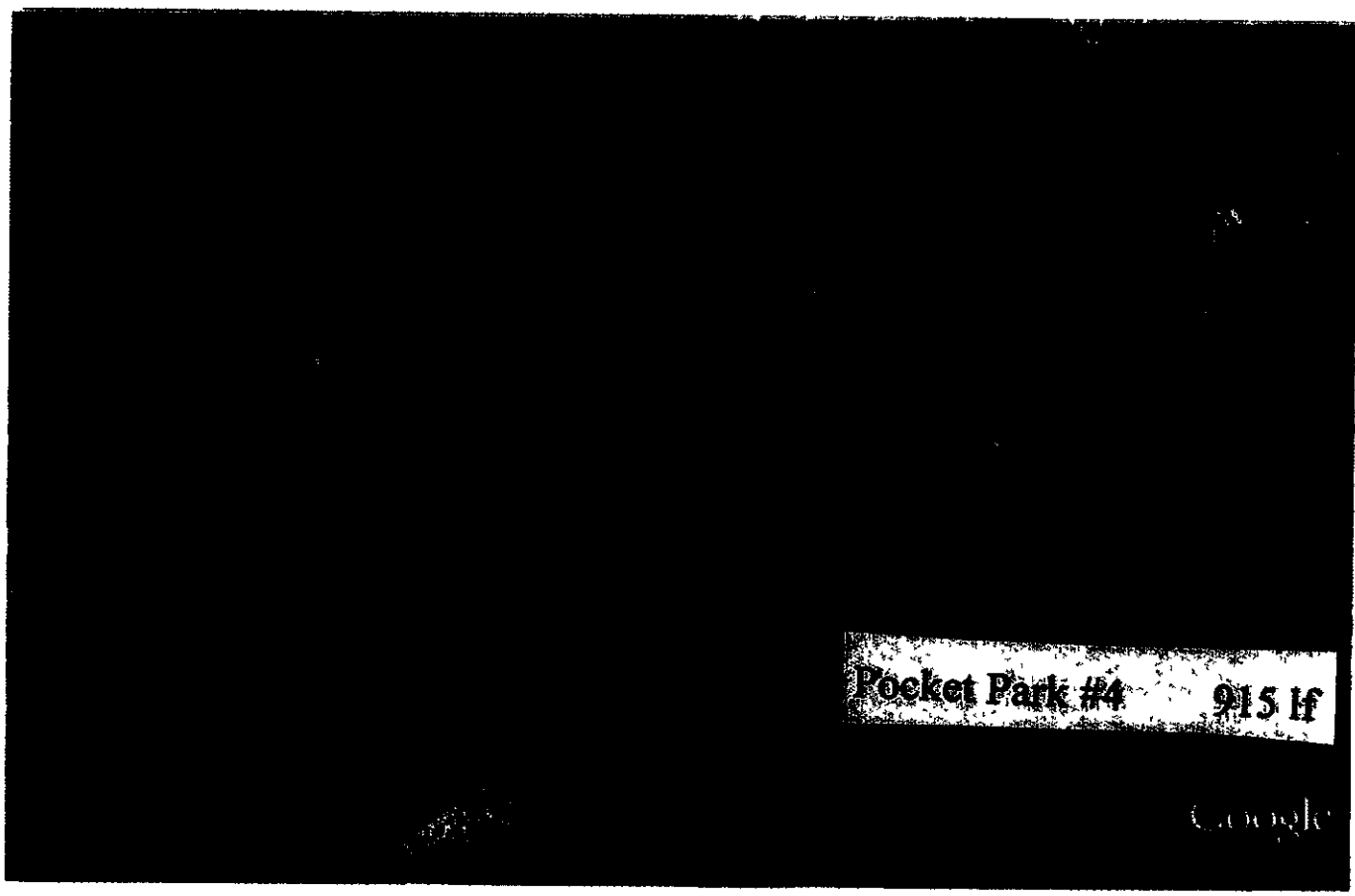
Dwight Sullivan, County Clerk
[Type text]

136,044 lf Bolivar Peninsula
915 lf Pocket Park 4
136,959 lf Total

Bolivar Peninsula 136,044 lf




Bolivar Peninsula 136,044 lf
Continued


Pocket Park #4 915 lf

GALVESTON COUNTY ROAD & BRIDGE – BEACH MAINTENANCE DEPARTMENT
STATEMENT REGARDING
BEACH ACCESS AND DUNE COMPLIANCE
FY 2012 BEACH MAINTENANCE APPLICATION

The Galveston County Road & Bridge – Beach Maintenance Department acknowledges that the regulations governing the beach cleaning and maintenance is consistent with the Beach Dune Plan as found in 31 Texas Administrative Code (TAC) Section 15.8. The Galveston County Road & Bridge Department - Beach Maintenance will provide maintenance consistent with our current Beach Access and Dune Protection Plan.

PASSED AND APPROVED this 7th day of February 2012.

Mark Henry, County Judge

Dwight Sullivan, County Clerk

GALVESTON COUNTY ROAD & BRIDGE – BEACH MAINTENANCE DEPARTMENT
STATEMENT REGARDING
BEACH USER FEES, BEACH ACCESS AND DUNE PROTECTION PLAN
FY 2012 BEACH MAINTENANCE APPLICATION

The Galveston County Road & Bridge – Beach Maintenance Department acknowledges the regulations governing the fees collected from beach users as found in 31 Texas Administrative Code (TAC) Section 15.8. The Galveston County Road & Bridge Department - Beach Maintenance will provide maintenance consistent with our current Beach Access and Dune Protection Plan.

PASSED AND APPROVED this 7th day of February 2012.

Mark Henry, County Judge

Dwight Sullivan, County Clerk

GALVESTON COUNTY ROAD & BRIDGE – BEACH MAINTENANCE DEPARTMENT
STATEMENT REGARDING
TRASH RECEPTACLES FY 2012
MAINTENANCE GRANT ACCEPTANCE

The Galveston County Road & Bridge – Beach Maintenance Department will provide approximately **189** trash receptacles from May to September; **164** trash receptacles January to April and **164** trash receptacles October to December along the County beaches which will be maintained by our Beach Maintenance Department throughout the grant period. The Galveston County Road & Bridge – Beach Maintenance Department staff will empty these receptacles on a regularly scheduled basis and additionally as needed.

PASSED AND APPROVED this 7th day of February 2012

SEAL

Mark Henry, County Judge

Dwight Sullivan, County Clerk

RESOLUTION

WHEREAS, The County of Galveston has maintained a policy of renting certain equipment and machinery owned by the County of Galveston upon a stipulated rental basis:
NOW, THEREFORE BE IT RESOLVED by the County of Galveston Commissioners' Court, the rental equipment of the County of Galveston, excluding qualified operators shall be as follows to wit:

Equipment Rental Table – FY 2012			
Vehicle Type	**Description - Size**		**Hourly Rate**
Police Package Utility Vehicle	4 door & 2 door		12.00
Pick-up	2007 Ford Pick-up F 350 (4x4) - 1 ton		12.50
Pick-up	2007 Ford Pick-up F 350 (4x4) - 1 ton		13.00
Pick-up	2000 Ford Pick-up F250 - ½ ton		11.00
Pick-up	2006 Ford Pick-up F 350 (4x4) – 1 ton		12.50
Dump Trucks	2003 Ford F 750 - 156 hp		20 50
Dump Truck	2009 F-760 – 156 hp		21 00
Water Truck	1990 Ford F 700 - 210 hp		21.00
Dump Truck	2008 F-750 – 156 hp		21 00
Dump Truck	2008 Dump Truck F750 – 156 hp		21.00
Dump Truck	2012 Dump Truck F750		21.00
Winch Truck * Used to haul Heavy Equipment/Trailers to and from job site as needed	1995 Ford Winch Truck F 800 - 190 hp		21 00
MX 135 Tractors	Case Tractors 4 x 4 MX (2006, 2007)	135 hp W/rake W/PTO	29.00 33 00 75.00
Front End Loaders /Tractors	2012 New Holland U-80 2008 Caterpillar 3054C – 4x4 2011 Case 570 MT 4x4	85 hp W/rake W/PTO	26 00 30 00 66.00
John Deere Tractor/Mower	1986 Brush Hog Tractor – 56 hp		12 00
John Deere Tractor/Mower	2008 Tractor Mower w/auger 90 hp		16.00
Beach Cleaning Machine	1997 Kossbohrer Beach Sanitizing/Cleaning Machine -PTO Driven		51 00
Beach Cleaning Machine	2001 Kossbohrer Beach Sanitizing/Cleaning Machine-PTO Driven		51.00
Backhoe/Front End Loader/Escav	1993 John Deere 310 - 75 hp		24.00
Backhoe/Front End Loader/Escav	2006 John Deere Model 624J - 165 hp		44 00
Dozer	2008 Caterpillar Dozer - 100 hp		40.50
Maintainer Driven to/from job site	1982 Caterpillar 12' Maintainer - 125 hp		32.50
Gradall/Excavator Driven to/from job site	2004 Gradall XL4100 Excavator - 233 hp		64 00
Trailer Haul Heavy Equipment and trash	2010 Dump Trailer (Texas Pride) – 14,000 lbs carrying capacity		10 00
Trailer Haul Heavy Equipment and trash	2010 Dump Trailer (Texas Pride) – 14,000 lbs carrying capacity		10 00
Trailer - (Parks Dept.)	R&D Haul Trailer – 9,092 lbs		8.50
Tractor - (Parks Dept.)	2006 John Deer- Bush Hog/Batwing – 70 hp		12.00
Pick-up - (Parks Dept.)	2004 Ford Pick-up F-350 – 1 ton		12 00
Pick-up - (Parks Dept.)	2006 Ford Pick-up F-150 – ½ ton		9 50
Ranger (Parks Dept.)	2009 Polaris Ranger700 XP – 40 hp		2 50

PASSED AND APPROVED this 7th day of ~~June~~ February 2012.

Mark Henry, County Judge

ATTEST

Dwight Sullivan, County Clerk

Galveston County Beach Cleaning Proposal
FY 2012

The Galveston County Road & Bridge - Beach Maintenance Department maintains 136,959 linear feet of public beach abutting the Gulf of Mexico, which is maintained by five full time employees on a weekly basis. The county owns and operates the following equipment that is regularly used for maintenance: four Farm Type Tractors (135 hp) fitted with front-end loaders and three point hitch rakes; two Beach Tech Litter removal machines; two Four wheel drive crew cab pick-up trucks; two 4 yard end dump trailers; Maintainer; Dump trucks, 2 Front End loaders; Rim Crusher; Tire Cutter; winch truck and trailer.

The litter is removed by hand or the Beach Tech machine, and is transported by the pick-up trucks and dump trailers to roll off containers for disposal. There are 189 beach barrels along the beach emptied two times a week in April; three times a week in March, May, June, July, August and September; and one time a week in October, November, December, January and February. The county sub-contracts the disposal of the beach barrels. In addition to that, the county sub-contracts litter picking crews to hand pick litter during the six summer months including major holiday events such as Spring Break, Memorial Day, Fourth of July and Labor Day.

All beach access roads are maintained by scraping the drift sand and returning it to the beach between the line of vegetation and mean high tide.

During high tides and extreme seaweed, additional employees and equipment are used to rake, pile, and place the seaweed along the dune line. The county supplies additional employees and equipment to remove and dispose of the bagged trash picked up from the Texas Adopt a Beach Program after their clean up twice a year.

PASSED AND APPROVED this 7th day of February 2012.

Mark Henry, County Judge

SEAL

Dwight Sullivan, County Clerk

AGENDA ITEM #35a

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

January 23, 2012

Brad & Yira Aurilia
3440 Dunes Vista Drive
Pompano Beach, FL 33069

Re *Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No 3312-0010-0006-000*

Dear Mr & Mrs Aurilia

Our office has received your request on the above referenced matter Your request will be brought before the Commissioners' Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting

Your request will be placed on the Commissioners' Court agenda for February 7, 2012 Court begins at 9:30 a.m at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions

Thank you in advance for your cooperation in this matter

Sincerely,

Mark Henry

MH/rcl

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

RECEIVED
JAN 20 2012
GALVESTON COUNTY JUDGE

January 11, 2012

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

RE Request for Refund of Penalty & Interest
3312-0010-0006-000
Brad & Yira Aurilia

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 homeowner contacted the Galveston Central Appraisal District on November 30, 2011 to change the mailing address on his homestead property The homeowner did not receive the statement of taxes due in a timely manner

Account #	Years	Refund
3312-0010-0006-000	2010	$1175 13

Sincerely,

Cheryl E Johnson

Cheryl E Johnson

Evans, Erma

From: Schaefer Ute
Sent: Thursday, December 01, 2011 8 11 AM
To: Evans, Erma
Cc: Crider, Rachael, Nicolls, Krista, Swift, Sheryl
Subject: FW 2010 Property Tax Dilemma

Good Morning,

Below please find a Property Tax related inquiry

Thank you,

Ute Schaefer
Administrative Support Supervisor
Galveston County Tax Office
409-766-2284 phone
409-766-2479 fax

From: GALCOTAX
Sent: Wednesday, November 30, 2011 9:40 PM
To: Swift, Sheryl; Schaefer.Ute
Subject: FW: 2010 Property Tax Dilemma

From: bradaurilia@gmail com on behalf of Brad Aurilia[SMTP BRAD AURILIA@GMAIL COM]
Sent: Wednesday, November 30, 2011 9 39 32 PM
To: GALCOTAX
Subject: 2010 Property Tax Dilemma
Auto forwarded by a Rule

Rob @ GCAD stated they received Mailing address change request on Nov 30th, 2011

To Whom It May Concern,

I am writing to request a refund for the penalties and interest that were placed on our 2010 tax statement. Our tax ID number is R310262, 1110 Hawkhill Drive, Friendswood, TX 77546. After speaking with Cathy at the Friendswood ISD tax collection office and Cheryl Johnson at the Galveston County Appraisal District we were able to determine that in March 2010 my family and I relocated to south Florida for work related reasons. At that time, we contacted the tax appraisers office to change our mailing address. We just determined today that the mailing address was never changed and therefore, I never received the Galveston County tax bill for the 2010 tax year. We did however receive our Friendswood Tax bill and made the assumption that this was the total sum of taxes for 2011 The Friendswood bill was paid in full by its due date. We are not familiar with the way in which the state of Texas collects taxes. We are use to having one tax bill and not two bills for property tax, this has caused a large degree of confusion on our part

Having been a homeowner for the last thirteen years in a total of four different states, we have never been late or delinquent on payment of our taxes I was made aware of your Galveston County web site by Cheryl Johnson so that we can now track our taxes electronically just in case we do not receive our tax bill via the mail, this will eliminate the error from occurring again in the future I am respectively requesting a refund for the

penalties and interest that was added to our 2010 tax bill due to not receiving the bill and for not being aware of the fact that late charges were being added to the tax bill exponentially due to non payment. I thank you in advance for your review of our request and trust that this very unfortunate issue will not be repeated for the 2011 tax billing

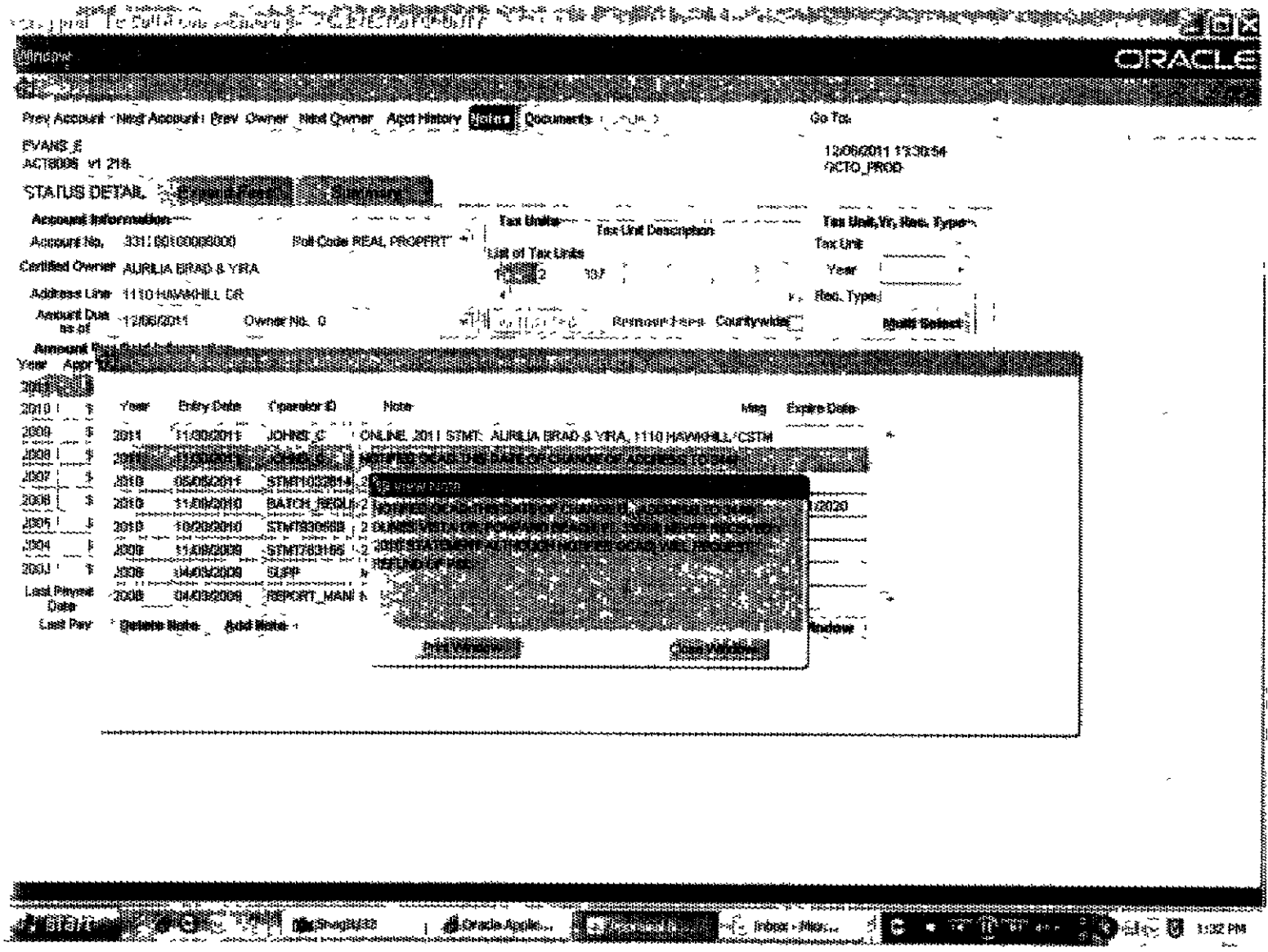
If anyone from your office needs to confirm this information with me directly, I can be reached at 954-654-0171 EST

Kind Regards,

Brad D. Aurilia

Tax Payer ID R310262

3440 Dunes Vista Drive
Pompano Beach, FL 33069
954-654-0171 cell
954-654-0166 cell



Window

ORACLE

Prev Account | Next Account | Prev Owner | Next Owner | Acct History | Notes | Documents | Go To:

EVANS_E
ACT8006 v1 218

12/06/2011 13:30:54
GCTO_PROD

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 331 00100008000 Roll Code REAL PROPERTY

Certified Owner AURILIA BRAD & YIRA

Address Line 1110 HAWKHILL DR

Amount Due as of 12/06/2011 Owner No. 0

Tax Units | Tax Unit Description | Tax Unit,Yr, Rec. Type

List of Tax Units 1 2 337

Tax Unit

Year

Rec. Type

Remove Fees | Countywide | Multi Select

Amount Paid

Year	Appr
2011	$
2010	$
2009	$
2008	$
2007	$
2006	$
2005	$
2004	$
2003	$

Last Payment Date

Last Pay

Year	Entry Date	Operator ID	Note	Msg	Expire Date
2011	11/30/2011	JOHNS_C	ONLINE, 2011 STMT: AURILIA BRAD & YIRA, 1110 HAWKHILL, CSTM		
2011	11/30/2011	JOHNS_C	NOTIFIED OCAD THIS DATE OF CHANGE OF ADDRESS TO 3444		
2010	05/05/2011	STMT1032814			
2010	11/09/2010	BATCH_REQU			1/2020
2010	10/20/2010	STMT930568			
2009	11/09/2009	STMT783165			
2008	04/03/2009	SLPP			
2008	04/03/2009	REPORT_MAN			

Delete Note | Add Note

Window

Print Window | Close Window

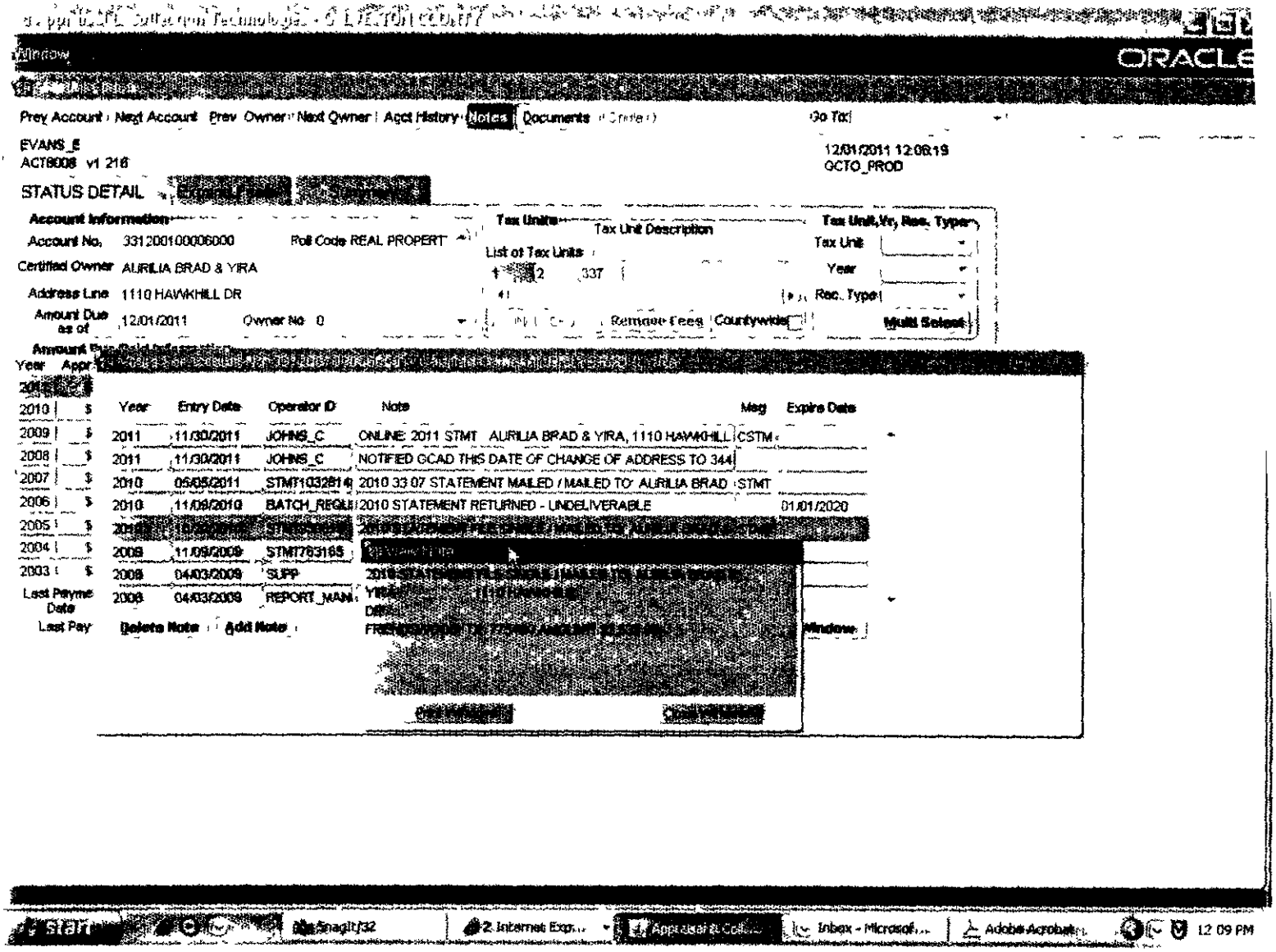
Start | Shag3U32 | Oracle Applic... | Inbox - Micr... | 1:32 PM

500

Request for refund

$1,175.13

13 32.06PM 06-Dec-2011


ORACLE
Prev Account | Next Account | Prev Owner | Next Owner | Acct History | Notes | Documents | Go To:
EVANS_E
ACT8008 v1 216
12/01/2011 12:09:19
GCTO_PROD
STATUS DETAIL
Account Information
Account No. 3312001000006000
Roll Code REAL PROPERT
Certified Owner AURILIA BRAD & YIRA
Address Line 1110 HAWKHILL DR
Amount Due as of 12/01/2011
Owner No 0
Tax Units
Tax Unit Description
List of Tax Units
Tax Unit, Yr, Rec. Type
Tax Unit
Year
Rec. Type
Remove Fees
Countywide
Multi Select
Year
Entry Date
Operator ID
Note
Msg
Expire Date
2011 11/30/2011 JOHNS_C ONLINE: 2011 STMT AURILIA BRAD & YIRA, 1110 HAWKHILL CSTM
2011 11/30/2011 JOHNS_C NOTIFIED GCAD THIS DATE OF CHANGE OF ADDRESS TO 344
2010 05/05/2011 STMT1032814 2010 33 07 STATEMENT MAILED / MAILED TO: AURILIA BRAD STMT
2010 11/09/2010 BATCH_REGU 2010 STATEMENT RETURNED - UNDELIVERABLE 01/01/2020
2008 11/09/2009 STMT783165
2008 04/03/2009 SUPP
2008 04/03/2009 REPORT_MAN
Last Payme Date
Last Pay
Delete Note
Add Note
Windows
Start
SnagIt/32
2 Internet Exp...
Appraisal & Coll...
Inbox - Microsof...
Adobe Acrobat...
12 09 PM

AGENDA

ITEM

#35b

AGREEMENT UNDER TRANSPORTATION CODE CHAPTER 502 FOR SERVICES TO THIRD PARTIES RELATED TO THE LICENSING OF VEHICLES AND SUBLEASE OF REMOTE STICKER PRINTING SYSTEM

This Agreement is entered into pursuant to the provisions of the Texas Transportation Code Ch. 502 by and between **Classic Auto Group Galveston**, hereafter Referred to as "Subcontractor" and Galveston County, Texas (the "County"), a political subdivision of the State of Texas, acting through the Commissioners Court of Galveston County in conjunction with the Galveston County Tax Assessor/Collector, hereinafter collectively referred to as the "County".

Recitals

Pursuant to the provisions of the Texas Transportation Code §502 112, the Tax Assessor/Collector of the County, with the approval of the Commissioners Court, may deputize an individual to: 1) issue motor vehicle registration receipts as a limited service deputy; or 2) issue motor vehicle registration receipts and prepare or accept applications for title transfers as a full service deputy.

The County has entered into an agreement with the State of Texas (the "State") to lease Remote Sticker Processing Systems (RSPS) to provide registration and/or title update connectivity and processing on the State's Registration and Title System ("RTS"). As part of the RTS, the County is further authorized to have Remote Sticker Printing System ("RSPS") equipment at any location within the County under agreements with Subcontractors desiring to have such on-premises capabilities It is to

the advantage of County residents to have RSPS equipment and RTS workstations at various locations throughout the County

The Subcontractor desires to be deputized pursuant to Texas Transportation Code §502.122(a)(2) an lease RTS workstations and/or RSPS equipment from the County for the purpose of performing such duties pursuant to Transportation Code §502.144.

The County's RTS program is operated and administered by the Galveston County Tax Assessor/Collector, as part of the County Tax Assessor/Collector's registration and titling duties under the Texas Transportation Code, and the duties and obligations incumbent upon the County under this agreement will be performed through that office.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows·

1) Contract Terms

The contract is effective for one year terms with an initial term beginning on February 7, 2012 and ending on January 31, 2013 This contract will automatically renew for two subsequent renewal terms unless terminated earlier by the parties; in all events this contract will expire on January 31, 2014

2) Scope of Services

The parties acknowledge that pursuant to Transportation Code §502.114, only full service deputies may be given the authority to use the data processing equipment and software made the subject of the agreement, thus the parties agree that the

Subcontractor shall act only as a full service deputy in accordance with the provisions of Transportation Code §502.112(a)(2) and §502.114.

3) Lease of Equipment

The County will lease the Subcontractor the RTS workstations (the "Workstations") and RSPS equipment (the "Equipment") listed in Exhibit A, which is attached hereto and made a part hereof The Subcontractor represents that it is fully trained to operate the equipment in accordance with all applicable laws and regulation, but the County, through the County Tax Assessor/Collector, may provide for installation, training, maintenance, and other services at the request of the Subcontractor.

The parties agree that the cost for leasing the Workstations/Equipment is set by the State, and that presently the cost is set at Six Hundred Dollars ($600) per year. In the event the annual lease amount changes, the County will give Subcontractor at least ten (10) days notice of any actual or proposed change in lease costs.

4) Obligations of Subcontractor

Subcontractor must accurately complete the Subcontractor Information Sheet, and attach a copy to the Agreement as Exhibit B If during the term of this Agreement, there are any changes to information contained in the Subcontractor Information Sheet (such as by way of example, but not limitation, changes in name, location , and principal), the Subcontractor shall within ten (10) days submit to the County Tax Assessor/Collector an updated Exhibit B to accurately reflect the changed information.

In the event the Subcontractor undergoes a change in ownership, the County Tax Assessor/Collector must be notified immediately so an audit can be conducted of Subcontractor's remaining supplies. New owners must be approved by the County Tax Assessor/Collector and must complete and sign a new Sublease with the County. Subcontractor must perform all of the services under this Agreement and may not assign this Agreement or any duty or obligation of performance hereunder.

Subcontractor is responsible for the costs of all supplies, forms, user support, utilities, connections, wirings, and other matters necessary for the Workstations/Equipment. The County's responsibility for equipment installed at Subcontractor's site is limited to ensuring that the equipment remains operational.

Subcontractor is responsible for any maintenance or upkeep not provided by the State. Subcontractor shall not modify the Workstations/Equipment Subcontractor shall be further responsible for full repair or replacement costs for the Workstations/Equipment in the event that these items under Subcontractor's control are damaged or lost All repair work must be performed by the State or the State's designee. The repair cost shall be determined by the State of the State approved contractor Subcontractor's payment for repair or replacement costs for damaged or lost Workstations/Equipment shall be remitted by Subcontractor to the County Tax Assessor/Collector within seven (7) days of written request by the County Tax Assessor/Collector.

Subcontractor shall in all respects be responsible for and hold the County harmless from any damage to or the destruction of Workstations/Equipment installed

or housed at Subcontractor's location, and the Subcontractor specifically agrees that Exhibit A states the replacement cost which the Subcontractor agrees to pay upon the determination by the State of Subcontractor's liability for lost or damaged equipment

5) Subcontractor bond requirements

In accordance with the provisions of Texas Transportation Code §502.112, the Subcontractor shall post a bond, made payable to Cheryl E. Johnson, Tax Assessor/Collector of Galveston County in the amount of $6,000.00 for the RSPS equipment plus $1,000.00 for each of the 76 TxDMV form 31s issued to subcontractor totaling $100,000.00 conditioned upon the Subcontractor's proper accounting and remittance of all fees the Subcontractor collects under this agreement In lieu of a bond, the Subcontractor may provide an irrevocable letter of credit drawn upon a bank licensed to operate in the State of Texas.

6) Subcontractor payments to the County

Subcontractor will pay a non-refundable lease fee of $600 00 immediately upon the execution of this agreement in satisfaction of the lease payment for the initial term of the agreement. The check will be made payable to the County of Galveston and shall specifically note it is the lease payment required under this agreement. For renewal terms, the County Tax Assessor/Collector shall invoice Subcontractor for the annual lease payment due the County.

In the event the County provides the Subcontractor with services for the installation, maintenance or other associated services with the equipment, or provides training to the Subcontractor in the operation and maintenance of the equipment, or

there is any other cost associated with the leasing of this equipment to the Subcontractor, the County, in conjunction with the County Tax Assessor/Collector, will issue the Subcontractor an invoice for the cost of such services including Workstations/Equipment and ongoing costs. Subcontractor shall pay for such services within ten (10) business days of receiving an invoice

7) Subcontractor reports and responsibilities

The Subcontractor must report the activities for which the equipment is utilized as set forth herein.

Subcontractor will provide a detailed report of daily sales. Reports must be on a flash drive, or other medium selected by the County Tax Assessor/Collector that is compatible with the RSPS system But the parties agree that as of the date of the execution of this agreement, the flash drive is the medium utilized pursuant to the requirements of the State of Texas.

If Subcontractor issues a renewal sticker in error, Subcontractor shall make an immediate report to the County Tax Assessor/Collector and have the sticker returned to the County Tax Assessor/Collector for cancellation. If a sticker is issued in error and not reported to the County Tax Assessor Collector, Subcontractor shall pay a fee the equivalent to the registration and/or title fee issued in error upon demand without the necessity of the County issuing an invoice.

If Subcontractor becomes aware of or suspects fraud, Subcontractor shall report same to the County Tax Assessor/Collector by telephone within 24 hours and in writing within three (3) business days Subcontractor shall not allow the

Workstations/Equipment to be used for the purpose of defrauding the State or avoiding taxation.

Subcontractor shall provide access to authorized representatives of the County Tax Assessor/Collector to Subcontractor's area where registration, titling, and licensing occurs Subcontractor will also assist the County Tax Assessor/Collector in audits of Subcontractor's licensing, titling, and performance of this Agreement.

Subcontractor's use of the Workstations/Equipment shall be subject to and in compliance with the terms and conditions of the agreement for the use of the Workstations/Equipment between the State of Texas and the County, and any amendments thereto.

Subcontractor shall not remove the Workstations/Equipment from Subcontractor's location specified in this Agreement without the prior written consent of the County Tax Assessor/Collector.

If Subcontractor accepts personal checks for payment, such act is done at Subcontractor's personal risk.

All of Subcontractor's employees who process registration and titles must be deputized through the County Tax Assessor/Collector's Office and bonded prior to the issuing of any receipts, stickers, or license plates Subcontractor will notify the County Tax Assessor/Collector within 24 hours whenever a deputized employee leaves Subcontractor's employment. All employees, whether new, transferred or providing back-up coverage must be deputized and bonded prior to assuming the license and title

work duties. If there are any changes in ownership, Subcontractor's employees who handle license and title work must be re-deputized.

8) Fees allowed to Subcontractor

Pursuant to Transportation Code §502.114, a full-service deputy appointed under shall accept any application for registration, registration renewal, or title transfer that the County Tax Assessor/Collector may accept. Such fees shall be remitted to the County Tax Assessor/Collector

The Subcontractor is hereby authorized to charge and retain an additional motor vehicle registration fee not to exceed $5 00 for each motor vehicle registration issued, and will report to the County Tax Assessor/Collector only the amount of fees it collects under this provision.

9) Termination

Prior to the expiration of the term, either party may terminate this Agreement with or without cause or mutual convenience upon ten (10) days written notice to the other party All equipment and software provided under this agreement will be returned to the County immediately upon the termination of this agreement. Within ten (10) days after the effective date of termination, Subcontractor must submit a termination statement and report for the month in which termination occurs. Upon the conduct of a final audit and satisfactory reconciliation of all amounts due the County hereunder, the County will return the bond or letter of credit provided under this agreement.

10) Miscellaneous notices and disclosures

This agreement is contingent upon the receipt of the equipment specified herein from the State of Texas. The parties agree the equipment and related software is the property of the State of Texas, and is only provided to the Subcontractor pursuant to this agreement. In the event the State imposes additional obligations upon the County, such obligations shall immediately become binding upon the Subcontractor, and the County shall notify the Subcontractor forthwith.

In the event of nonpayment or other default, Subcontractor shall cure such default within ten (10) days of the default. The County Tax Assessor/Collector may enter onto Subcontractor's premises and remove the Workstations/Equipment and supplies if the default is not cured within ten (10) days. In the event the Workstations/Equipment removal is because of Subcontractor's nonpayment or other default, Subcontractor forfeits any portion of annual lease fee that remains.

This lease shall be governed by and construed under the laws of the State of Texas. Furthermore, the venue for any action filed pertaining to the lease or the equipment subject to this lease shall be located in Galveston County, Texas

This lease and the accompanying Exhibits constitute the entire agreement between the parties and no representation made between the parties and not reduced to writing herein shall be of any force or effect. Any previous agreement entered into between the parties to effect the purposes set forth herein and herby set aside and held for naught This agreement may not be modified except by written agreement between

parties. If any provision is invalid, it shall be considered deleted from this lease, and shall not invalidate the remaining provisions of this lease

This lease is not binding until executed by a proper officer of lessor, and until the receipt and acceptance by the lessor of the annual rental fee provided for under this lease.

Any notice permitted or required to be given hereunder to Subcontractor or County must be given by registered or certified Unites States mail, postage prepaid, return receipt requested, or facsimile transmission addressed to:

Subcontractor

Classic Auto Group Galveston

8020 Broadway

Galveston, TX. 77551

Phone: 409-744-0481

Fax: 409-744-2285

Any notice permitted or requested to be given hereunder to County may be given by registered or certified United States mail, postage prepaid, return receipt requested, or by facsimile transmission addressed to:

Galveston County Tax Assessor/Collector

Attention: Business Services

722 Moody Avenue

Galveston, Texas 77550

Facsimile. 409-466-2479

In performing the services hereunder, Subcontractor must comply with all acceptable Federal, State, and local laws, regulations, rules, and ordinances now in effect or which may hereafter be promulgated that pertain to this Agreement. Subcontractor shall report and pay applicable federal and local taxes

This agreement is signed and approved by the Commissioner's Court of Galveston County as required under the provisions of Transportation Code §502 122.

GALVESTON COUNTY, TEXAS

MARK HENRY
County Judge
Galveston County, Texas

Date: **February 7, 2012**

CHERYL E. JOHNSON
County Tax Assessor/Collector
Galveston County, Texas

Date: 1/30/12

Attest:

Dwight Sullivan
County Clerk

By: Gail McKnight, Controller
Subcontractor Classic Auto Group Galveston

Exhibit A

Galveston County RSPS Equipment Inventory Listing

Date: February 1, 2012

Location of Equipment 8020 Broadway, Galveston, Texas 77551

Remote Sticker Printing System (RSPS) include Laptop preloaded with XP operating system, Printer, hand held bar code scanner, Wireless Print Director, Wireless Access Card, and Surge Protector

RSPS Equipment items:

Equipment	Unit Value	Serial Number
Laptop	$1,500.00	KM0341H
Printer	$1,000.00	CNDJC49209
Hand held bar code scanner	$ 100.00	
Surge Protector	$ 15.00	N/A
Wireless Print Director	$ 100 00	
Wireless Access Card	$ 100 00	

TxDMV Form 31 Documents	94

Exhibit B

Galveston County RSPS Equipment Lessee Information

Subcontractor Information Sheet

Date: January 24, 2012

Business Name: CLASSIC AUTO GROUP GALVESTON

Business Address: 8020 BROADWAY

GALVESTON TX 77554

Mailing Address: 8020 BROADWAY

GALVESTON TX 77554

Telephone Number: (409) 761-2200

Facsimile Number: (409) 740-3656

Principal Contact: GAIL MCKNIGHT

Contact Person: CHARLENE BROADUS

Contact Telephone: (409) 761-2167

Equipment Location: 8020 BROADWAY

GALVESTON TX 77554