REVISED
GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
MAY 10, 2011 – 1:00 P.M.

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

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

Pledge of Allegiance and Invocation

*1. Submitted by County Auditor's Office:

a) Approval of Accounts Payable checks dated 5/10/11;

b) Orders for supplemental payroll period ending 4/13/11 Bi-Weekly #8;

c) List of remitted properties in the custody of the State Comptroller's Office as unclaimed funds.

d) Condensed Condition of Funds Statement ending 1/31/11;

e) Order approving the monthly Health Insurance claims made by Boon Chapman for period ending 2/28/11;

f) Order approving the monthly Workers Compensation claims made by The Littleton Group for period ending 2/28/11.

*2. Approval of Summary of *Bi-Weekly Personnel Movements* processed during pay period ending April 27th, 2011 as submitted by Human Resources.

*3. Receive and File *Appointment of Alternative to Regional Homeland Security Coordinating Council* submitted by County Judge.

*4. Receive and File *Bay Area Houston Economic Partnership's Quarterly Report for January 1st, 2011 – March 31st, 2011* submitted by Bay Area Houston Economic Partnership.

*5. Receive and File *Proclamation Declaring May 14th, 2011 as the League City Masonic Lodge #1053 Centennial Celebration* submitted by County Legal.

*6. Receive and File *Proclamation Declaring May 28th, 2011 thru September 5th, 2011 as*

22nd Annual 2011 CCA Texas State of Texas Anglers' Rodeo (STAR) submitted by County Legal.

*7. Receive and File *Proclamation Declaring May 15th, 2011 as Pastor David L. Everson, Sr. Day* submitted by County Legal.

8. Consideration to authorize the County Engineer to execute Change Orders up to $1,000,000.00 (One Million Dollars) subject to the apportionment of costs for the Galveston Causeway Railroad Bridge Project and the Court will receive and file the Change Orders once executed.

9. Consideration of Ratification of change order No. 1 to the Galveston Causeway Railroad Bridge Project submitted by the County Engineer.

10. Consideration of a *Memorandum of Understanding between Galveston County and TxDOT* for the DBE program on the FM 646 Pass through Toll project submitted by the County Engineer.

11. Consideration of change order no. 3 to the Durwood Greene Construction Company contract for the Bolivar Peninsula Road Repairs, Segment 2 project submitted by the County Engineer.

12. Consideration of change order no. 4 to the Metro City Construction, LP contract for the 9th Ave. Paving, Drainage and Water Improvements project submitted by the County Engineer.

13. Consideration of change order no. 1 to the Conrad Construction Co., Ltd. contract for the Melody Lane Reconstruction project submitted by the County Engineer.

14. Consideration of authorizing the payment of budgeted amount of $5,000.00 (Five Thousand Dollars) to the Gulf Coast Rail District for continuation of membership in the District by Galveston County, submitted by Community Services Director.

15. Consideration to approve renewal of Net Data Maintenance Agreement for Justice of the Peace Offices in the amount of $68,930.00 submitted by I.T.

16. Consideration to approve TXMAS Contract between Galveston County and Neopost submitted by I.T.

17. Consideration of Ratification of Change Orders associated with reconstruction and rehabilitation of various houses heretofore approved by the previous & the current Director of Housing submitted by the Housing Department.

18. Consideration of Approval of various Change Orders associated with the Reconstruction and Rehabilitation of various houses submitted by the Housing Department.

19. Authorization to Amend Insurance requirements for RFP# B100107 Galveston County Housing Construction & for RFQ# B100108 Galveston County Reconstruction to read as follows submitted by Housing Department: ***All such insurance shall be issued by a company that is licensed or, if a surplus lines insurance carrier, eligible to do business in the state in which the work is being performed and that has a rating equal to or exceeding A-; VII from A.M. Best.***

20. Consideration of Authorization to Dispose Surplus/Salvage Property as submitted by the Purchasing Agent.

21. Consideration of Authorization to expand Contractor Pool for RFP #B101007, Galveston County Housing Construction as submitted by the Purchasing Agent.

22. Consider recommending awarding a contract on the following bid submitted by the Purchasing Agent: **Bid #B111038 Lawrence Road Reconstruction**

23. Consider authorizing an extension on the following bid submitted by the Purchasing Agent: **Bid #B092014A Alarm Services for Galveston County**

24. Consideration of Budget Amendments Submitted by the Budget Officer

Fiscal Year	**Amendment #**	**Description**
2011	11-083-0510-A	Human Resources – Budget request for funds to cover unemployment claims through the end of the fiscal year.

25. Consideration of an Incentive Memorandum of Understanding (IPMOU) contract between The Social Security Administration and the Galveston County Jail submitted by County Legal

26. Consideration of entering into an engagement letter retaining outside counsel to assist Galveston County in the preparation of a redistricting plan for Galveston County Commissioner and Justice of the Peace/Constable Precincts submitted by County Judge.

27. Consideration of authorizing the County Judge to sign certification regarding homeland security grant compliance submitted by the Emergency Management Coordinator.

28. Consideration of Hurricane Ike items submitted by the Emergency Management Coordinator:

    a) Consideration of authorizing submission of Severe Repetitive Loss grant application to the Texas Division of Emergency Management to assist homeowners with flood-damaged properties and authorizing the County Judge to sign necessary documents.

b) Consideration of approval of letter from County Judge authorizing the Emergency Management Coordinator and the Grants Manager to sign routine Severe Repetitive Loss grant application documents in his behalf.

c) Consideration of acceptance of grant consultant's recommendation to establish May 20 deadline for property owners to accept buyout offer.

d) Consideration of authorizing Contracts for Sale under the Hazard Mitigation Grant Program.

e) Consideration of authorizing the County Judge to sign environmental checklists for the Crystal Beach and High Island fire station projects.

WORKSHOP WILL BEGIN IMMEDIATELY AFTER COMMISSIONERS COURT ADJOURNS

WORKSHOP AGENDA

1. Legislative update presented by Commissioner Clark.

2. Update of Parks Master Plan submitted by Dennis Harris.

3. Discussion of FY2012 budget as submitted by the Budget Officer.

AGENDA ITEM #1

THE COUNTY OF GALVESTON

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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, I T Systems

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

May 3, 2011

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

Submitted by Cliff Billingsley, County Auditor
Approval of Accounts Payable checks dated 5/10/11
Orders for supplemental payroll period ending 4/13/11 Bi-Weekly #8
List of remitted properties in the custody of the State Comptroller's Office as unclaimed funds

Submitted by Jeff Modzelewski, First Assistant Accounting
Condensed Condition of Funds Statement ending 1/31/11
Order approving the monthly Health Insurance claims made by Boon Chapman for period ending 2/28/11
Order approving the monthly Workers Compensation claims made by The Littleton Group for period ending 2/28/11

Submitted by Ron Chapa, First Assistant Internal Audit

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000177	**Payee Name: BAKER, STEPHEN W**		
4/25-5/1/11	1101121000 - 5431301	Justice Administration - Relief Associate Judge	978 50
		Warrant Total:	**978.50**
Warrant #: VW 00000178	**Payee Name: BOB PAGAN FORD INC**		
224560	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	159 05
224590	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	587 41
224600	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	268 74
224656	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	175 94
224717	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	556 80
224721	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	379.27
224722	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	99 07
224735	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	584 45
224749	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	74 14
224759	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	387 13
224768	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	88 12
		Warrant Total:	**3,360.12**
Warrant #: VW 00342662	**Payee Name: ALSTON LAW FIRM PLLC, THE**		
11CP0005 013111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	216 67
		Warrant Total:	**216.67**
Warrant #: VW 00342664	**Payee Name: ARLAN'S MARKETS**		
114053	1101443100 - 5447102	Indigent Care & Medication - Meals	29.40
		Warrant Total:	**29.40**
Warrant #: VW 00342666	**Payee Name: BACLIFF MUNICIPAL UTILITY DISTRICT**		
10104121 042611	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	138 43
10104330 042611	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	34 67
		Warrant Total:	**173.10**
Warrant #: VW 00342668	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
09JV0323 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	81 25
		Warrant Total:	**81.25**
Warrant #: VW 00342669	**Payee Name: BETA TECHNOLOGY INC**		
559462	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	714.00
		Warrant Total:	**714.00**
Warrant #: VW 00342670	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY**		
10002205 042011	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	251 75
10002222 042011	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	46 23
10003863 042711	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	167 84
10004583 041411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	69 35
10005389 042111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	220 10
10006109 042111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	126 00
		Warrant Total:	**881.27**
Warrant #: VW 00342671	**Payee Name: BONDED MAINTENANCE COMPANY**		
2433802	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	1,120 67

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**1,120.67**
Warrant #: VW 00342672	**Payee Name: BONO, JONI**		
09CR3166 042811	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	112 00
		Warrant Total:	**112.00**
Warrant #: VW 00342674	**Payee Name: BRIGGS, LYNETTE**		
10JV0279 042911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	500.50
		Warrant Total:	**500.50**
Warrant #: VW 00342675	**Payee Name: BROWN & ASSOCIATES**		
2011014954	1101000010 - 4414012	General Government - County Clerk Refund of Fees	6 00
2011015241	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8.00
		Warrant Total:	**14.00**
Warrant #: VW 00342677	**Payee Name: BROWN, ADAM BANKS**		
314086 050311	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	227.50
		Warrant Total:	**227.50**
Warrant #: VW 00342678	**Payee Name: BROWN, RAYMOND L**		
4/12-14/11 TRVL	1101440100 - 5496100	Community Services - Travel	313 83
		Warrant Total:	**313.83**
Warrant #: VW 00342679	**Payee Name: CDW GOVERNMENT INC**		
XDJ8472	1101159100 - 5310000	Information Technology - Supplies and Materials	367 44
XDV4401	1101126100 - 5310000	District Clerk - Supplies and Materials	107 50
XDX6042	1101126100 - 5310000	District Clerk - Supplies and Materials	93 81
XDZ0244	1101126100 - 5310000	District Clerk - Supplies and Materials	164.19
		Warrant Total:	**732.94**
Warrant #: VW 00342680	**Payee Name: CENTERPOINT ENERGY**		
48091797 042711	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	158 92
		Warrant Total:	**158.92**
Warrant #: VW 00342681	**Payee Name: CITY OF LA MARQUE**		
0110003415 04251	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	178 92
0160010854 04251	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	74 70
160010852 042511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	34 35
160010853 042511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	14 55
		Warrant Total:	**302.52**
Warrant #: VW 00342682	**Payee Name: CITY OF TEXAS CITY**		
0196100 042911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	182 93
02614800 042911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	1,065 59
1960900 042911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	132 75
2349100 042911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	63 73
2615000 042911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	10 64
		Warrant Total:	**1,455.64**
Warrant #: VW 00342684	**Payee Name: CLARK, DIANE**		
08FD0915 040611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	201 50
		Warrant Total:	**201.50**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00342685	**Payee Name: CLEMENTS, CLYDE WESLEY**		
09CR1388 042011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	422 50
		Warrant Total:	**422.50**
Warrant #: VW 00342686	**Payee Name: COBURN SUPPLY COMPANY INC**		
313784645	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	421 92
313830598	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	105 66
		Warrant Total:	**527.58**
Warrant #: VW 00342687	**Payee Name: COLTZER, ROBERT G**		
11CR0771 042711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	441 35
310938 040511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	147.55
		Warrant Total:	**588.90**
Warrant #: VW 00342690	**Payee Name: CREATIVE PHOTOGRAPHY**		
5310000	1101110000 - 5310000	General Government - Supplies and Materials	750 00
		Warrant Total:	**750.00**
Warrant #: VW 00342691	**Payee Name: DAHLENBURG, MICHAEL L**		
09CP0047 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
09CP0091 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	286 00
10CP0018 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	252 75
10CP0019 042610	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	474 50
10CP0024 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	533 00
10CP0122 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	351 00
11CP0001 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	516 00
11CP0017 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**2,803.25**
Warrant #: VW 00342693	**Payee Name: DAVID'S ISLAND**		
02260	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	488 80
		Warrant Total:	**488.80**
Warrant #: VW 00342694	**Payee Name: DAVIS III, NEAL**		
10CR2441 042911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**227 50**
Warrant #: VW 00342696	**Payee Name: DIAZ, MARK A**		
JAIL DKT 042911	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00342697	**Payee Name: DICKINSON IND SCHOOL DISTRICT**		
2011 SUMMER PRGM	1101440100 - 5506130	Community Services - Contrib to DISD	2,000 00
		Warrant Total:	**2,000.00**
Warrant #: VW 00342698	**Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC**		
8883	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	148 84
		Warrant Total:	**148.84**
Warrant #: VW 00342699	**Payee Name: DPI ENERGY LLC**		
355790	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**100.00**
Warrant #: VW 00342700	**Payee Name: DUKE, WINSTON WAYNE**		
APR 2011 MLG	1101110000 - 5496301	General Government - Auto Mileage	119 85
		Warrant Total:	**119.85**
Warrant #: VW 00342702	**Payee Name: ENRIQUEZ, MICHAEL**		
90945	1101000010 - 4412010	General Government - Pre-Trial Release Agency	6 00
		Warrant Total:	**6.00**
Warrant #: VW 00342703	**Payee Name: ENTERGY**		
3499447 042611	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	169 52
3502451 042611	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	20 44
3504647 042611	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	9 19
		Warrant Total:	**199.15**
Warrant #: VW 00342704	**Payee Name: FANNING AND FANNING PLLC**		
10CR2679 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**455.00**
Warrant #: VW 00342705	**Payee Name: FAULIN, DOUGLAS E**		
050111 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	144 00
		Warrant Total:	**144.00**
Warrant #: VW 00342706	**Payee Name: FEROZ, MERCHANT**		
JAIL DKT 042911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**950.00**
Warrant #: VW 00342707	**Payee Name: FINEGAN, SAMUEL K**		
10CR1590 042911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	4,810 00
APR 2011 SRVC	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**6,610.00**
Warrant #: VW 00342708	**Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**		
29543198	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	155 76
		Warrant Total:	**155.76**
Warrant #: VW 00342709	**Payee Name: FOWLER, JANA K**		
11FD0912 042111	1101121000 - 5431121	Justice Administration - Court Reporter Expense	126 64
		Warrant Total:	**126.64**
Warrant #: VW 00342710	**Payee Name: FRANCO, SHELBY**		
4/6-7/11 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	242 76
		Warrant Total:	**242.76**
Warrant #: VW 00342711	**Payee Name: FULK, GEORGE BYRON**		
305871 050411	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	877 50
		Warrant Total:	**877.50**
Warrant #: VW 00342712	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
711470	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	100 00
711473	1101211121 - 5600500	Sheriff-Criminal Investigation - Petty Cash	100 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**200.00**
Warrant #: VW 00342713	**Payee Name: GALVESTON COUNTY WCID #1**		
0220024920 42511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	118 79
140060019 041811	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	47 34
2300253700 04251	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	41 00
		Warrant Total:	**207.13**
Warrant #: VW 00342714	**Payee Name: GALVESTON COUNTY WCID #8**		
0021740 041411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	33 10
0021760 042011	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	292 46
01202400 042011	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	16 77
		Warrant Total:	**342.33**
Warrant #: VW 00342716	**Payee Name: GELB, JEFFREY**		
310742 042711	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00342717	**Payee Name: GO ACCESSORIES**		
235	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	43 00
		Warrant Total:	**43.00**
Warrant #: VW 00342719	**Payee Name: GOLDSBERRY & ASSOCIATES PLLC**		
02CP0124 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
07CP0108 041911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
		Warrant Total:	**195.00**
Warrant #: VW 00342720	**Payee Name: GRAHAM, CARMEN A**		
10CP0039 041311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	353 29
10CP0080 041311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	338 00
10CP0093 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	234.00
11CP0027 041311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
MH3891 041311	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
		Warrant Total:	**1,425.29**
Warrant #: VW 00342721	**Payee Name: GT DISTRIBUTORS INC**		
INV0350660	1101211150 - 5310000	Warrants-Sheriff's Department - Supplies and Materials	318 75
		Warrant Total:	**318.75**
Warrant #: VW 00342722	**Payee Name: GUCWA, CHRISTINA MARIE**		
10CP0001 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	806 00
10CP0003 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
10CP0010 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,241 50
10CP0057 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	331 50
10CP0067 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	312 00
10CP0091 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,059 50
10CP0093 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	312 00
10CP0094 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	565 50
10CP0098 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	39 00
10CP0101 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
10CP0106 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	364.00
10CP0111 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	344 50
10CP0116 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
11CP0003 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,007 50
11CP0004 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	156 00
11CP0007 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 50
11CP0016 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
11CP0022 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	474 50
		Warrant Total:	**7,787.00**
Warrant #: VW 00342724	**Payee Name: HANSEN, JUDY**		
042911 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	186 00
		Warrant Total:	**186.00**
Warrant #: VW 00342726	**Payee Name: HENRY, MARK**		
APR 2011 MLG	1101111000 - 5496100	County Judge - Travel	96 39
		Warrant Total:	**96.39**
Warrant #: VW 00342731	**Payee Name: HOPKE, KURT S**		
299148 050211	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	113 75
		Warrant Total:	**113.75**
Warrant #: VW 00342732	**Payee Name: HOUSTON EQUIPMENT COMPANY**		
180215	1101123300 - 5310001	Justice Court Pct #3 - Depart Supplies-Non Cap FFE	28.00
		Warrant Total:	**28.00**
Warrant #: VW 00342734	**Payee Name: HULL & ASSOCIATES P.C.**		
20111680CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00342735	**Payee Name: IBRAHIM & ELLIOTT LLP**		
10CR1551 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	341 25
		Warrant Total:	**341.25**
Warrant #: VW 00342736	**Payee Name: INFOSAT COMMUNICATIONS**		
49581	1101159100 - 5492111	Information Technology - Telephone Cellular	43 23
		Warrant Total:	**43.23**
Warrant #: VW 00342737	**Payee Name: JACKSON, CALVIN C**		
10CR3607 042011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,280 00
		Warrant Total:	**1,280.00**
Warrant #: VW 00342738	**Payee Name: JAROTH INC**		
265427	1101159100 - 5492101	Information Technology - Telephone Expense	78 00
		Warrant Total:	**78.00**
Warrant #: VW 00342739	**Payee Name: JIMENEZ, JOAQUIN**		
10CR2926 031111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	169 00
		Warrant Total:	**169.00**
Warrant #: VW 00342740	**Payee Name: JONES MC CLURE PUBLISHING INC**		
100231459	1101153000 - 5310000	Legal Department - Supplies and Materials	7 00
100231459	1101153000 - 5317000	Legal Department - Books & Periodicals	92 00
		Warrant Total:	**99.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00342746	**Payee Name: LAIRD & ASSO PLLC**		
10CR3888 050311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00342747	**Payee Name: LAW FIRM OF TOT KIM LE**		
10CR3891 042811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	916 50
		Warrant Total:	**916.50**
Warrant #: VW 00342748	**Payee Name: LAW OFFICE OF DANA V DREXLER**		
MH3892 041311	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
		Warrant Total:	**225.00**
Warrant #: VW 00342749	**Payee Name: LAW OFFICE OF DONNA L LELEUX**		
03CP0068 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	344.50
07CP0002 041511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
09CP0042 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	298 87
09CP0101 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,365 00
10CP0010 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,590 62
10CP0058 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	143 00
11CP0005 041511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	214 50
11CP0019 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	565 50
		Warrant Total:	**5,651.99**
Warrant #: VW 00342751	**Payee Name: LAW OFFICE OF MICHELE BASSETT**		
09CP0091 082910	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	136 50
10CP0003 083110	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78.00
10CP0004 082910	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	305 50
10CP0026 082810	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
10CP0029 082910	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	364.00
10CP0035 083110	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	318 50
10CP0057 081710	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
10CP0075 081610	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	247.00
10CP0080 082310	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
10CP0086 050510	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**2,067.00**
Warrant #: VW 00342752	**Payee Name: LAW OFFICE OF PEJMAN MAADANI**		
307768 050211	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00342756	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
APR 11 JP8-2 FEE	1101000000 - 2291011	General Fund - Due to Collection Agency	528 95
		Warrant Total:	**528.95**
Warrant #: VW 00342757	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
APR 11 JP1 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	1,204 32
		Warrant Total:	**1,204.32**
Warrant #: VW 00342758	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
APR 11 JP3 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	6,413 41
		Warrant Total:	**6,413.41**

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Invoice Number	Account Info		Amount
Warrant #: VW 00342759	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
APR 11 JP5 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	2,202 00
		Warrant Total:	**2,202.00**
Warrant #: VW 00342760	**Payee Name: M FOX CURL AND ASSOCIATES PC**		
307175 042911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	466 05
		Warrant Total:	**466.05**
Warrant #: VW 00342761	**Payee Name: MARION, WILLIAM DAVID**		
10CP0017 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	71 50
10CP0019 041511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	58 50
10CP0101 041811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	58 50
10CP0124 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	84 50
11CP0019 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	84 50
11CP0033 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	429 00
11CP0033A 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
		Warrant Total:	**949.00**
Warrant #: VW 00342762	**Payee Name: MAUZY, BRUCE**		
09CP0101 041511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,184 00
		Warrant Total:	**2,184.00**
Warrant #: VW 00342769	**Payee Name: MORRIS, PHILLIP W**		
08CR3101 042711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
		Warrant Total:	**520.00**
Warrant #: VW 00342771	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
35647	1101522020 - 5481000	Parks Department - Contract Service	12 50
35656	1101522020 - 5481000	Parks Department - Contract Service	6 00
35657	1101522020 - 5481000	Parks Department - Contract Service	16 45
35659	1101522020 - 5481000	Parks Department - Contract Service	23 55
35669	1101522020 - 5481000	Parks Department - Contract Service	12 15
		Warrant Total:	**70.65**
Warrant #: VW 00342773	**Payee Name: NICKELSON, LINDA J**		
10CR3847 032911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00342775	**Payee Name: ONEOK INC**		
117946945 042211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	61 00
140526600 042211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 65
141057664 042211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 65
163076745 042211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	2,009 10
164634518 041811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	726 40
165199073 041811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	5,116.07
235817809 041811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	95 46
		Warrant Total:	**8,039.33**
Warrant #: VW 00342776	**Payee Name: OTIS ELEVATOR CO CORP**		
TG04457511	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	2,774 82
		Warrant Total:	**2,774.82**

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Invoice Number	Account Info		Amount
Warrant #: VW 00342779	**Payee Name: PENINSULA SANITATION SERVICE INC**		
56710	1101522020 - 5421400	Parks Department - Refuse Disposal	400 00
		Warrant Total:	**400.00**
Warrant #: VW 00342780	**Payee Name: PENINSULA SEPTIC SERVICE INC**		
55771	1101522020 - 5426181	Parks Department - Rental Porta Cans	335 00
		Warrant Total:	**335.00**
Warrant #: VW 00342781	**Payee Name: PESTMASTER SERVICES INC**		
8160	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8161	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8162	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8163	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
8164	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8165	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
8166	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175.25
8167	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
8168	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8169	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8170	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 11
8171	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8172	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16
8185	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8186	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
8196	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
8217	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
8218	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
8224	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
8225	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
8233	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8242	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	59 75
8255	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
8280	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
8281	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
8282	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8283	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8284	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175.25
8285	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8286	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 36
		Warrant Total:	**3,305.08**
Warrant #: VW 00342782	**Payee Name: PESTMASTER SERVICES INC**		
8341	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 40
		Warrant Total:	**50.40**
Warrant #: VW 00342783	**Payee Name: PITNEY BOWES**		
8407844NV10	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	3,432 00
		Warrant Total:	**3,432.00**
Warrant #: VW 00342784	**Payee Name: QUINTANILLA, DONNIE**		
09CR0177 050311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
11CR0078 042811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	243 75

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Invoice Number	Account Info		Amount
		Warrant Total:	**438.75**
Warrant #: VW 00342785	**Payee Name: QUINTANILLA, MIGUEL**		
4/20,21/11 RMB	1101159100 - 5310000	Information Technology - Supplies and Materials	21 18
		Warrant Total:	**21.18**
Warrant #: VW 00342787	**Payee Name: RIZZO, COLIN**		
3/14-17/11 MLG	1101291010 - 5496100	Emergency Management - Travel	248 88
4/24-29/11 MLG	1101291010 - 5496100	Emergency Management - Travel	228.48
		Warrant Total:	**477.36**
Warrant #: VW 00342788	**Payee Name: ROELL, HOLLY C**		
11CR0578 042511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75
		Warrant Total:	**178.75**
Warrant #: VW 00342789	**Payee Name: ROGERS, PHOENIX**		
011211 TOLLS	1101610200 - 5496301	County Extension - Auto Mileage	12 00
		Warrant Total:	**12.00**
Warrant #: VW 00342790	**Payee Name: ROMERO LAW FIRM PC**		
11CP0022 041410	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	546 00
		Warrant Total:	**546.00**
Warrant #: VW 00342791	**Payee Name: RUSSELL, GREG**		
11CR1015 050211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	113 75
		Warrant Total:	**113.75**
Warrant #: VW 00342792	**Payee Name: SADLER, ANDREA**		
307052 042611	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	328 25
		Warrant Total:	**328.25**
Warrant #: VW 00342793	**Payee Name: SAN LEON MUNICIPAL UTILITY DIST**		
1035109002 42911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	64 57
10353195 042911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	58 29
		Warrant Total:	**122.86**
Warrant #: VW 00342795	**Payee Name: SANTA FE AUTO PARTS INC**		
51596	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	152 56
		Warrant Total:	**152.56**
Warrant #: VW 00342796	**Payee Name: SANTA FE SENIOR CITIZENS COUNCIL**		
APR 11	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00342797	**Payee Name: SARGENT, WILLIAM K.**		
032111 RMB	1101114030 - 5496100	Election Expense - Travel	6 50
032111 RMB	1101114030 - 5496301	Election Expense - Auto Mileage	26 93
		Warrant Total:	**33.43**
Warrant #: VW 00342798	**Payee Name: SCANLAN JR, JAMES E**		
71278 010511	1101122300 - 5431302	Probate Court - Sullivan - Fees & Expenses Relief Judges	693 97
71278 011011	1101122300 - 5431302	Probate Court - Sullivan - Fees & Expenses Relief Judges	690 95

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Invoice Number	Account Info		Amount
		Warrant Total:	**1,384.92**
Warrant #: VW 00342799	**Payee Name: SCHWAB, TAYLOR**		
APR 2011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,800 00
		Warrant Total:	**1,800.00**
Warrant #: VW 00342800	**Payee Name: SCOTT MERRIMAN INC**		
045404	1101126100 - 5310000	District Clerk - Supplies and Materials	1,158 00
		Warrant Total:	**1,158.00**
Warrant #: VW 00342802	**Payee Name: SHATTUCK, BOB**		
MH3891 041311	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160.00
MH3892 041311	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160.00
		Warrant Total:	**320.00**
Warrant #: VW 00342804	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
87093	1101121000 - 5310000	Justice Administration - Supplies and Materials	248 13
87101	1101121000 - 5310000	Justice Administration - Supplies and Materials	-26 48
		Warrant Total:	**221.65**
Warrant #: VW 00342805	**Payee Name: SIMMONS, MARILYN H**		
011211 RGST RMB	1101610200 - 5495100	County Extension - Education	85 00
040511 RMB	1101610200 - 5495100	County Extension - Education	13 60
		Warrant Total:	**98.60**
Warrant #: VW 00342810	**Payee Name: SRG SERVICES INC**		
SE MAY 2011	1101451110 - 5493100	Senior Citizens - Advertising	362 50
		Warrant Total:	**362.50**
Warrant #: VW 00342813	**Payee Name: STICKLER, TOMMY JAMES**		
10CR1626 050411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
11CR0373 042711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
11CR0883 050411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**1,007.50**
Warrant #: VW 00342814	**Payee Name: SULLIVAN, DWIGHT D**		
3010011298 2/11	1101114000 - 5310000	County Clerk - Supplies and Materials	41 00
		Warrant Total:	**41.00**
Warrant #: VW 00342815	**Payee Name: SUN COAST RESOURCES INC**		
90887874	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	5,379 87
90890982	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	9,052.40
90891471	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,591 39
		Warrant Total:	**18,023.66**
Warrant #: VW 00342817	**Payee Name: TAYLOR, ANGELA M**		
10CR3350 042911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	845 00
310555 042911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	308 75
		Warrant Total:	**1,153.75**
Warrant #: VW 00342818	**Payee Name: TEXAS ASSOCIATION FOR COURT**		
2011 GRACIA RNWL	1101121000 - 5495100	Justice Administration - Education	75 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**75.00**
Warrant #: VW 00342819	**Payee Name: TEXAS ASSOCIATION OF COUNTIES**		
23797	1101110000 - 5498000	General Government - Membership And Dues	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00342820	**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**		
11CR0801 042911	1101121000 - 5412115	Justice Administration - Psychological Exam	700 00
		Warrant Total:	**700.00**
Warrant #: VW 00342824	**Payee Name: THOMPSON PUBLISHING GROUP**		
I67259922	1101153000 - 5310000	Legal Department - Supplies and Materials	29 50
I67259922	1101153000 - 5317000	Legal Department - Books & Periodicals	399 00
		Warrant Total:	**428.50**
Warrant #: VW 00342825	**Payee Name: TOWN AND COUNTRY INSURANCE AGY INC**		
00008632 042711	1101123110 - 5310000	Justice Court Pct #1 - Supplies and Materials	213 00
		Warrant Total:	**213.00**
Warrant #: VW 00342826	**Payee Name: TRAVIS COUNTY**		
C1MH11000698	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	395.00
C1MH11000699	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	370 00
C1MH11000719	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	395 00
C1MH11000749	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	395 00
C1MH11000756	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	370 00
		Warrant Total:	**1,925.00**
Warrant #: VW 00342827	**Payee Name: TREVINO, ISMAEL**		
302579 042911	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	438 75
		Warrant Total:	**438.75**
Warrant #: VW 00342829	**Payee Name: UNITED PARCEL SERVICE**		
0000135W56151	1101159100 - 5481000	Information Technology - Contract Service	121 58
		Warrant Total:	**121.58**
Warrant #: VW 00342830	**Payee Name: VOICE4NET.COM**		
2980	1101159100 - 5481000	Information Technology - Contract Service	50 00
		Warrant Total:	**50.00**
Warrant #: VW 00342831	**Payee Name: WALZ GROUP LLC**		
0100317IN	1101126100 - 5310000	District Clerk - Supplies and Materials	351 24
		Warrant Total:	**351.24**
Warrant #: VW 00342832	**Payee Name: WASTE MANAGEMENT INC**		
163448117917	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	14 45
455558417917	1101522020 - 5481000	Parks Department - Contract Service	164 93
455558617912	1101522020 - 5481000	Parks Department - Contract Service	138 61
455558717910	1101522020 - 5481000	Parks Department - Contract Service	303 03
455558817918	1101522020 - 5481000	Parks Department - Contract Service	161 62
455558917916	1101522020 - 5481000	Parks Department - Contract Service	95 31
455559017914	1101522020 - 5481000	Parks Department - Contract Service	104.33
455559217910	1101522020 - 5481000	Parks Department - Contract Service	67 74

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Invoice Number	Account Info		Amount
455559517913	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,187 42
455559717919	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	660 56
455559817917	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	160 73
		Warrant Total:	**3,058.73**

Warrant #: VW 00342833 **Payee Name: WATKINS, GENE ANTONE**

309811 042811	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	162 50
		Warrant Total:	**162.50**

Warrant #: VW 00342835 **Payee Name: WILSON, TARA L.**

10CR0238 50211	1101121000 - 5431121	Justice Administration - Court Reporter Expense	253 28
		Warrant Total:	**253.28**

Warrant #: VW 00342836 **Payee Name: ZURI INVESTIGATIONS & ATTORNEY SERVICES**

10CR2955 042911	1101121000 - 5431110	Justice Administration - Grdianshp Exp-Prbt Crt Sec 665	506 39
		Warrant Total:	**506.39**

FUND 1101 TOTAL: 123,052.42

FUND: 2111 Tx Assess/Coll Sp Inv Tx Fund

Warrant #: VW 00342801 **Payee Name: SECRETARY OF STATE**

11304	2111151551 - 5495100	Special Inventory Tax - Education	150 00
11305	2111151551 - 5495100	Special Inventory Tax - Education	150 00
		Warrant Total:	**300.00**

FUND 2111 TOTAL: 300.00

FUND: 2211 Law Library

Warrant #: VW 00342745 **Payee Name: KNOWLES LAW BOOK PUBLISHING INC**

14901578	2211129100 - 5317000	Law Library - Books & Periodicals	97 43
		Warrant Total:	**97.43**

FUND 2211 TOTAL: 97.43

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00342663 **Payee Name: AMERSON, RODGER DAN**

03FD2747 042811	2212125300 - 5432011	Mediation Services - Mediation Services	200 00
		Warrant Total:	**200.00**

Warrant #: VW 00342691 **Payee Name: DAHLENBURG, MICHAEL L**

10FD2705 042711	2212125300 - 5432011	Mediation Services - Mediation Services	150 00
		Warrant Total:	**150.00**

Warrant #: VW 00342742 **Payee Name: KILGORE, JEFFREY A**

11CP0036 042511	2212125300 - 5432011	Mediation Services - Mediation Services	360 00
		Warrant Total:	**360.00**

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Invoice Number	Account Info		Amount
		FUND 2212 TOTAL:	**710.00**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00342673 **Payee Name: BRAZORIA COUNTY ALCOHOLIC RECOVERY**

1049	2220255101 - 5481000	Adult Probation - Contract Service	2,475 00
		Warrant Total:	**2,475.00**
		FUND 2220 TOTAL:	**2,475.00**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00342689 **Payee Name: CRAPITTO, JUDGE MARY NELL**

201101	2230256130 - 5431403	Court - Relief Masters Referee	250 00
		Warrant Total:	**250.00**

Warrant #: VW 00342701 **Payee Name: DUNNAHOO, CHRISTOPHER**

MAR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	231 54
		Warrant Total:	**231.54**

Warrant #: VW 00342715 **Payee Name: GARATE, FAITH E**

MAR 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	6 12
		Warrant Total:	**6.12**

Warrant #: VW 00342718 **Payee Name: GOLD STAR FOOD SERVICE**

253123	2230256118 - 5314301	Detention - Kitchen Supplies	40 50
257599	2230256118 - 5314301	Detention - Kitchen Supplies	13 50
		Warrant Total:	**54.00**

Warrant #: VW 00342727 **Payee Name: HERNANDEZ, CARLOS**

APR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	194 31
		Warrant Total:	**194.31**

Warrant #: VW 00342728 **Payee Name: HERRING JR, MATTHEW**

APR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	156 57
		Warrant Total:	**156.57**

Warrant #: VW 00342750 **Payee Name: LAW OFFICE OF KATHRYN BRADFIELD LANAN**

ARI1100068	2230256130 - 5431402	Court - Masters Referee Juvenile Matrs	6,437.50
		Warrant Total:	**6,437.50**

Warrant #: VW 00342753 **Payee Name: LEE, LEDA F**

MAR-APR 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	28 56
		Warrant Total:	**28.56**

Warrant #: VW 00342763 **Payee Name: MAXWELL, BONITA G**

APR 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	155 04
		Warrant Total:	**155.04**

Warrant #: VW 00342774 **Payee Name: NORRIS, BRENT T**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
APR 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	267 24
		Warrant Total:	**267.24**
Warrant #: VW 00342786	**Payee Name: RAMIREZ, VICTORIA**		
APR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	162 18
		Warrant Total:	**162.18**
Warrant #: VW 00342794	**Payee Name: SANDERS, EARNESTINE LYNCH**		
APR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	107 61
		Warrant Total:	**107.61**
Warrant #: VW 00342812	**Payee Name: STEWART, DELLA L**		
APR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	186 66
		Warrant Total:	**186.66**
		FUND 2230 TOTAL:	**8,237.33**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000179	**Payee Name: KEYWORTHS HARDWARE INC**		
000146716	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	7 56
000164841	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	7 30
000166215	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	4.38
000167227	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	44 35
		Warrant Total:	**63.59**
Warrant #: VW 00342661	**Payee Name: ALLEN, WINNIE**		
APR 2011 MLG	2301312110 - 5496100	Administration - Travel	22 66
		Warrant Total:	**22.66**
Warrant #: VW 00342665	**Payee Name: BACLIFF BUILDERS SUPPLY INC.**		
8232	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	164 90
		Warrant Total:	**164.90**
Warrant #: VW 00342683	**Payee Name: CITY WIDE GLASS LLC**		
25567	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00342729	**Payee Name: HI-WAY EQUIPMENT COMPANY LLC**		
H25465	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	229 68
H25762	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	595 10
		Warrant Total:	**824.78**
Warrant #: VW 00342730	**Payee Name: HOME DEPOT**		
0083292	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	49 60
		Warrant Total:	**49.60**
Warrant #: VW 00342743	**Payee Name: KIWI TIRE SHOP**		
1463	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	85 00
		Warrant Total:	**85.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00342755	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
176939	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
177065	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	34 00
		Warrant Total:	**48.50**
Warrant #: VW 00342765	**Payee Name: MCREE FORD INC**		
321678	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	373 80
322079	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	130 76
322084	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	-19 16
322152	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	6 80
327063	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	-136 36
		Warrant Total:	**355.84**
Warrant #: VW 00342771	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
35650	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	13 00
35651	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	40 50
35652	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	36 10
35653	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	88 50
35654	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	72 55
35655	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	77 75
		Warrant Total:	**328.40**
Warrant #: VW 00342795	**Payee Name: SANTA FE AUTO PARTS INC**		
44823	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	317 88
		Warrant Total:	**317.88**
Warrant #: VW 00342806	**Payee Name: SNIDER TIRE INC**		
4052885	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	577 72
		Warrant Total:	**577.72**
Warrant #: VW 00342809	**Payee Name: SOUTHWEST T & I INC**		
1882155	2301312110 - 5481000	Administration - Contract Service	203 00
		Warrant Total:	**203.00**
Warrant #: VW 00342815	**Payee Name: SUN COAST RESOURCES INC**		
90887167	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	9,088 48
90891472	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	9,520 98
90894527	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	14,004 49
		Warrant Total:	**32,613.95**
Warrant #: VW 00342828	**Payee Name: TUBING AND METRICS HYDRAULICS INC**		
61495	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	73 13
		Warrant Total:	**73.13**
Warrant #: VW 00342832	**Payee Name: WASTE MANAGEMENT INC**		
455559317918	2301312110 - 5481000	Administration - Contract Service	164 42
		Warrant Total:	**164.42**
		FUND 2301 TOTAL:	**36,088.37**

FUND: 2370 Flood Control Fund

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00342815	**Payee Name: SUN COAST RESOURCES INC**		
90893532	2370296121 - 5322010	Seawall Maintenance - Auto Fuel Expense	2,520 26
		Warrant Total:	**2,520.26**
Warrant #: VW 00342816	**Payee Name: TAPCO INTERNATIONAL INC**		
8498300	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	650 00
		Warrant Total:	**650.00**
		FUND 2370 TOTAL:	**3,170.26**
FUND: 2410 Mosquito Control District Fund			
Warrant #: VW 00000179	**Payee Name: KEYWORTHS HARDWARE INC**		
000167478	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	10 99
		Warrant Total:	**10.99**
Warrant #: VW 00342834	**Payee Name: WAUKESHA-PEARCE IND INC**		
25382004	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	244 17
25382351	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	6 84
		Warrant Total:	**251.01**
		FUND 2410 TOTAL:	**262.00**
FUND: 2601 Beach & Parks Fund			
Warrant #: VW 00342772	**Payee Name: MUSTANG RENTAL SERVICES INC**		
02059777	2601544042 - 5426100	Beach Maintenance-Rd & Bridge - Equipment Rental/Lease	350 00
		Warrant Total:	**350.00**
		FUND 2601 TOTAL:	**350.00**
FUND: 2824 Adult Probation Community			
Warrant #: VW 00342673	**Payee Name: BRAZORIA COUNTY ALCOHOLIC RECOVERY**		
1049	2824255111 - 5481000	Special Substance Abuse - Contract Service	110 00
		Warrant Total:	**110.00**
		FUND 2824 TOTAL:	**110.00**
FUND: 2841 Juvenile Probation-State Aid			
Warrant #: VW 00342725	**Payee Name: HARDY, CHARLOTTE L**		
MAR 2011 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	283 56
		Warrant Total:	**283.56**
Warrant #: VW 00342741	**Payee Name: JOSEPH, JUNE**		
APR 2011 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	319 26
		Warrant Total:	**319 26**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00342768	**Payee Name: MORGAN, LE'NARD D.**		
APR 2011 MLG	2841256183 - 5496301	JPO Cash match - Auto Mileage	167 28
		Warrant Total:	**167.28**
		FUND 2841 TOTAL:	**770.10**

FUND: 2842 Community Corrections

Warrant #: VW 00342733	**Payee Name: HOWELL, NIKKI**		
APR 2011 MLG	2842256177 - 5496301	Community Corr "Y" Grant - Auto Mileage	82 62
		Warrant Total:	**82.62**
Warrant #: VW 00342777	**Payee Name: PARISH, ERVIN R**		
APR 2011 MLG	2842256177 - 5496301	Community Corr "Y" Grant - Auto Mileage	112 71
		Warrant Total:	**112.71**
		FUND 2842 TOTAL:	**195.33**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00342695	**Payee Name: DELL MARKETING LP**		
XF97NC222	2848256143 - 5495095	Commitment Reduction Program C - Educational Programs	2,958 24
		Warrant Total:	**2,958.24**
		FUND 2848 TOTAL:	**2,958.24**

FUND: 2893 HMGP - IKE

Warrant #: VW 00342778	**Payee Name: PAT'S**		
10168	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	6,500 00
10169	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	4,000 00
10170	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	4,144 00
		Warrant Total:	**14,644.00**
Warrant #: VW 00342807	**Payee Name: SOUTH LAND TITLE LLC**		
R170327	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	182,553 81
R171493	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	87,273 00
R172871	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	97,449.00
R176663	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	362,386 13
R176674	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	42,042.75
R176859	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	63,396 42
R176866	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	81,716 25
R176904	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	63,150 75
R177085	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	80,817 75
R177603	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	108,370 50
R177608	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	38,271 75
R178152	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	155,603 78
R178171	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	53,349 00
R178178	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	37,518 75
R178179	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	26,963 25

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
R178223	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	111,837 00
R179205	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	87,221 80
R179239	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	226,592 25
R179579	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	113,641.50
R179581	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	77,766 77
R181014	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	75,964 50
R215557	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	184,560.27
		Warrant Total:	**2,358,446.98**
		FUND 2893 TOTAL:	**2,373,090.98**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00342803 **Payee Name: SHELMARK ENGINEERING L.L.C.**

4454	2914152500 - 5481000	Administration - Contract Service	8,852 73
		Warrant Total:	**8,852.73**
		FUND 2914 TOTAL:	**8,852.73**

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00342667 **Payee Name: BECK DISASTER RECOVERY INC**

0119210	2915299724 - 5411100	Galveston Co Elevation Project - Administration Costs	123,377 10
		Warrant Total:	**123,377.10**

Warrant #: VW 00342723 **Payee Name: HANKINS AND ANDERSON INC**

29270	2915299723 - 5481000	CDBG Disaster Recovery Grant - Contract Service	145,000 00
		Warrant Total:	**145,000.00**

Warrant #: VW 00342744 **Payee Name: KLOTZ ASSOC INC**

411067	2915291016 - 5481000	County Wide Drainage - Contract Service	177,680 23
		Warrant Total:	**177,680.23**
		FUND 2915 TOTAL:	**446,057.33**

FUND: 3100 County Capital Projects Fund

Warrant #: VW 00342823 **Payee Name: THIRDWAVE CORPORATION**

111772	3100159126 - 5754104	IT Capital Projects - Scanning	6,604 00
		Warrant Total:	**6,604.00**
		FUND 3100 TOTAL:	**6,604.00**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00342766 **Payee Name: MESA MECHANICAL INC**

4 042511	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,723.90
4 042511	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	34,478 00
		Warrant Total:	**32,754.10**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00342808	**Payee Name: SOUTHEAST FIRE PROTECTION LP**		
3 043011	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retainа	-2,515.00
3 043011	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	50,300 00
		Warrant Total:	**47,785.00**
		FUND 3120 TOTAL:	**80,539.10**

FUND: 3307 Unltd Tax Road Bonds Sr 2003B

Warrant #: VW 00342811	**Payee Name: STEWART TITLE CO**		
315 050311	3307315108 - 5731015	FM 646 Pass Thru Toll - 646 Pass Thru Toll Rd Proj	135,000 00
		Warrant Total:	**135,000.00**
		FUND 3307 TOTAL:	**135,000.00**

FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

Warrant #: VW 00342692	**Payee Name: DANNENBAUM ENGINEERING CORP**		
4157XX47II	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	84,600 00
		Warrant Total:	**84,600.00**
		FUND 3310 TOTAL:	**84,600.00**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00342676	**Payee Name: BROWN & GAY ENGINEERS, INC.**		
411112	3312312111 - 5731173	Non-County Roads - 6th Street	1,046 50
		Warrant Total:	**1,046.50**
Warrant #: VW 00342688	**Payee Name: COSTELLO, INC.**		
21791	3312312112 - 5731139	County Road - Algoa Friendswood Rd	22,382 60
22121	3312312112 - 5731139	County Road - Algoa Friendswood Rd	3,503 86
22242	3312312112 - 5731139	County Road - Algoa Friendswood Rd	17,928 16
22568 REV	3312312112 - 5731139	County Road - Algoa Friendswood Rd	17,585 26
		Warrant Total:	**61,399.88**
Warrant #: VW 00342692	**Payee Name: DANNENBAUM ENGINEERING CORP**		
449101061I	3312312111 - 5731608	Non-County Roads - Calder Road Improvement Proj	9,573 36
		Warrant Total:	**9,573.36**
Warrant #: VW 00342744	**Payee Name: KLOTZ ASSOC INC**		
411049	3312312111 - 5731135	Non-County Roads - 7 Mile Rd Re-Aligned	1,006 50
		Warrant Total:	**1,006.50**
Warrant #: VW 00342764	**Payee Name: MCDONOUGH ENGINEERING CORPORATION**		
10390	3312312111 - 5731117	Non-County Roads - Louisiana	4,839 56
10393	3312312111 - 5731117	Non-County Roads - Louisiana	43,175 00
		Warrant Total:	**48,014.56**
Warrant #: VW 00342767	**Payee Name: METRO CITY CONSTRUCTION LP**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
2277	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-12,615 45
2277	3312312112 - 5731139	County Road - Algoa Friendswood Rd	252,309 00
		Warrant Total:	**239,693.55**
		FUND 3312 TOTAL:	**360,734.35**

FUND: 3370 Ltd Tax Flood Control Bds Sr09

Warrant #: VW 00342688 **Payee Name: COSTELLO, INC.**

22237	3370313202 - 5734306	County Flood Control Projects - FM 646	7,707 44
22557	3370313202 - 5734306	County Flood Control Projects - FM 646	4,437 83
		Warrant Total:	**12,145.27**
		FUND 3370 TOTAL:	**12,145.27**

FUND: 6123 Group Insurance Fund

Warrant #: VW 00342754 **Payee Name: LEOPOLD, WILLIAM E**

ARI1100067	6123155021 - 5481000	Group Insurance - Contract Service	2,975 00
		Warrant Total:	**2,975.00**
		FUND 6123 TOTAL:	**2,975.00**

FUND: 7605 Escrow Fund

Warrant #: VW 00342770 **Payee Name: MULLER, LOU**

CS 231066	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	30 00
		Warrant Total:	**30.00**

Warrant #: VW 00342821 **Payee Name: TEXAS PARKS AND WILDLIFE DEPT**

APR 11 JP1 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	3,826 90
		Warrant Total:	**3,826.90**

Warrant #: VW 00342822 **Payee Name: TEXAS PARKS AND WILDLIFE DEPT**

APR 11 JP5 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	1,040 25
		Warrant Total:	**1,040.25**
		FUND 7605 TOTAL:	**4,897.15**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Summary of All Funds

Fund		Amount
1101	General Fund	123,052 42
2111	Tx Assess/Coll Sp Inv Tx Fund	300 00
2211	Law Library	97 43
2212	Mediation Services Prog Fund	710 00
2220	Adult Probation Fund	2,475 00
2230	Juvenile Justice Fund	8,237 33
2301	Road & Bridge Fund	36,088 37
2370	Flood Control Fund	3,170 26
2410	Mosquito Control District Fund	262 00
2601	Beach & Parks Fund	350 00
2824	Adult Probation Community	110 00
2841	Juvenile Probation-State Aid	770 10
2842	Community Corrections	195 33
2848	Juv Jst Alt Education Program	2,958 24
2893	HMGP - IKE	2,373,090 98
2914	CDBG Housing Program	8,852 73
2915	CDBG Infrastructure Program	446,057 33
3100	County Capital Projects Fund	6,604 00
3120	Limited Tax Cnty Bldg Bds Sr09	80,539 10
3307	Unltd Tax Road Bonds Sr 2003B	135,000 00
3310	Pass Thru Toll Rv Lt Tx BdSr07	84,600 00
3312	Unltd Tax Road Bonds Sr 2009	360,734 35
3370	Ltd Tax Flood Control Bds Sr09	12,145 27
6123	Group Insurance Fund	2,975 00
7605	Escrow Fund	4,897 15
	Grand Total:	**3,694,272.39**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Approved Order to pay by Commissioners Court this day May 10th 2011.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

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
AP00342661	403919	ALLEN, WINNIE	05/10/11	22 66	MW	OH		
AP00342662	709883	ALSTON LAW FIRM PLLC, THE	05/10/11	216 67	MW	OH	B7	
AP00342663	702478	AMERSON, RODGER DAN	05/10/11	200 00	MW	OH	B7	
AP00342664	700162	ARLAN'S MARKETS	05/10/11	29 40	MW	OH		
AP00342665	021030	BACLIFF BUILDERS SUPPLY INC	05/10/11	164 90	MW	OH		
AP00342666	021329	BACLIFF MUNICIPAL UTILITY DIS	05/10/11	173 10	MW	OH		
AP00342667	710073	BECK DISASTER RECOVERY INC	05/10/11	123,377 10	MW	OH		
AP00342668	403751	BERARDINELLI CORREIA, SHAUNA	05/10/11	81 25	MW	OH	B7	
AP00342669	406081	BETA TECHNOLOGY INC	05/10/11	714 00	MW	OH		
AP00342670	708995	BOLIVAR PENINSULA SPECIAL UTI	05/10/11	881 27	MW	OH		
AP00342671	708352	BONDED MAINTENANCE COMPANY	05/10/11	1,120 67	MW	OH		
AP00342672	408363	BONO, JONI	05/10/11	112 00	MW	OH	B7	
AP00342673	432175	BRAZORIA COUNTY ALCOHOLIC REC	05/10/11	2,585 00	MW	OH		
AP00342674	702559	BRIGGS, LYNETTE	05/10/11	500 50	MW	OH	B7	
AP00342675	712735	BROWN & ASSOCIATES	05/10/11	14 00	MW	OH		
AP00342676	711498	BROWN & GAY ENGINEERS, INC	05/10/11	1,046 50	MW	OH		
AP00342677	709370	BROWN, ADAM BANKS	05/10/11	227 50	MW	OH	B7	
AP00342678	713024	BROWN, RAYMOND L	05/10/11	313 83	MW	OH		
AP00342679	701478	CDW GOVERNMENT INC	05/10/11	732 94	MW	OH		
AP00342680	407782	CENTERPOINT ENERGY	05/10/11	158 92	MW	OH		
AP00342681	033209	CITY OF LA MARQUE	05/10/11	302 52	MW	OH		
AP00342682	403085	CITY OF TEXAS CITY	05/10/11	1,455 64	MW	OH		
AP00342683	711961	CITY WIDE GLASS LLC	05/10/11	195 00	MW	OH		
AP00342684	033290	CLARK, DIANE	05/10/11	201 50	MW	OH		
AP00342685	712273	CLEMENTS, CLYDE WESLEY	05/10/11	422 50	MW	OH	B7	
AP00342686	709399	COBURN SUPPLY COMPANY INC	05/10/11	527 58	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342687	034223	COLTZER, ROBERT G	05/10/11	588 90	MW	OH	B7	
AP00342688	711515	COSTELLO, INC	05/10/11	73,545 15	MW	OH		
AP00342689	038745	CRAPITTO, JUDGE MARY NELL	05/10/11	250 00	MW	OH		
AP00342690	400544	CREATIVE PHOTOGRAPHY	05/10/11	750 00	MW	OH		
AP00342691	704992	DAHLENBURG, MICHAEL L	05/10/11	2,953 25	MW	OH	B7	
AP00342692	400693	DANNENBAUM ENGINEERING CORP	05/10/11	94,173 36	MW	OH		
AP00342693	409732	DAVID'S ISLAND	05/10/11	488 80	MW	OH		
AP00342694	711809	DAVIS III, NEAL	05/10/11	227 50	MW	OH	B7	
AP00342695	406388	DELL MARKETING LP	05/10/11	2,958 24	MW	OH		
AP00342696	706153	DIAZ, MARK A	05/10/11	950 00	MW	OH	B7	
AP00342697	043216	DICKINSON IND SCHOOL DISTRICT	05/10/11	2,000 00	MW	OH		
AP00342698	706718	DOLPHIN CHEMICAL & SUPPLY COM	05/10/11	148 84	MW	OH		
AP00342699	710226	DPI ENERGY LLC	05/10/11	100 00	MW	OH		
AP00342700	713299	DUKE, WINSTON WAYNE	05/10/11	119 85	MW	OH		
AP00342701	712656	DUNNAHOO, CHRISTOPHER	05/10/11	231 54	MW	OH		
AP00342702	713342	ENRIQUEZ, MICHAEL	05/10/11	6 00	MW	OH		
AP00342703	405028	ENTERGY	05/10/11	199 15	MW	OH		
AP00342704	711189	FANNING AND FANNING PLLC	05/10/11	455 00	MW	OH	B7	
AP00342705	061028	FAULIN, DOUGLAS E	05/10/11	144 00	MW	OH	B7	
AP00342706	711896	FEROZ, MERCHANT	05/10/11	950 00	MW	OH	B7	
AP00342707	711019	FINEGAN, SAMUEL K	05/10/11	6,610 00	MW	OH	B7	
AP00342708	710210	FLEETCOR TECHNOLOGIES DBA CHE	05/10/11	155 76	MW	OH		
AP00342709	710682	FOWLER, JANA K	05/10/11	126 64	MW	OH	B7	
AP00342710	713329	FRANCO, SHELBY	05/10/11	242 76	MW	OH		
AP00342711	704440	FULK, GEORGE BYRON	05/10/11	877 50	MW	OH	B7	
AP00342712	406195	GALVESTON COUNTY SHERIFF'S DE	05/10/11	200 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342713	071175	GALVESTON COUNTY WCID #1	05/10/11	207 13	MW	OH		
AP00342714	071407	GALVESTON COUNTY WCID #8	05/10/11	342 33	MW	OH		
AP00342715	071746	GARATE, FAITH E	05/10/11	6 12	MW	OH		
AP00342716	701571	GELB, JEFFREY	05/10/11	130 00	MW	OH	B7	
AP00342717	707726	GO ACCESSORIES	05/10/11	43 00	MW	OH		
AP00342718	710942	GOLD STAR FOOD SERVICE	05/10/11	54 00	MW	OH		
AP00342719	708298	GOLDSBERRY & ASSOCIATES PLLC	05/10/11	195 00	MW	OH	B7	
AP00342720	709134	GRAHAM, CARMEN A	05/10/11	1,425 29	MW	OH	B7	
AP00342721	703352	GT DISTRIBUTORS INC	05/10/11	318 75	MW	OH		
AP00342722	711411	GUCWA, CHRISTINA MARIE	05/10/11	7 787 00	MW	OH		
AP00342723	712234	HANKINS AND ANDERSON INC	05/10/11	145,000 00	MW	OH		
AP00342724	403591	HANSEN, JUDY	05/10/11	186 00	MW	OH	B7	
AP00342725	701961	HARDY, CHARLOTTE L	05/10/11	283 56	MW	OH		
AP00342726	712993	HENRY, MARK	05/10/11	96 39	MW	OH		
AP00342727	406612	HERNANDEZ, CARLOS	05/10/11	194 31	MW	OH		
AP00342728	403480	HERRING JR, MATTHEW	05/10/11	156 57	MW	OH		
AP00342729	710193	HI-WAY EQUIPMENT COMPANY LLC	05/10/11	824 78	MW	OH		
AP00342730	409105	HOME DEPOT	05/10/11	49 60	MW	OH		
AP00342731	712097	HOPKE, KURT S	05/10/11	113 75	MW	OH	B7	
AP00342732	084236	HOUSTON EQUIPMENT COMPANY	05/10/11	28 00	MW	OH		
AP00342733	709554	HOWELL, NIKKI	05/10/11	82 62	MW	OH		
AP00342734	711253	HULL & ASSOCIATES P C	05/10/11	5 00	MW	OH		
AP00342735	707488	IBRAHIM & ELLIOTT LLP	05/10/11	341 25	MW	OH	B7	
AP00342736	703727	INFOSAT COMMUNICATIONS	05/10/11	43 23	MW	OH		
AP00342737	407630	JACKSON, CALVIN C	05/10/11	1,280 00	MW	OH	B7	
AP00342738	708810	JAROTH INC	05/10/11	78 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342739	709951	JIMENEZ, JOAQUIN	05/10/11	169 00	MW	OH	B7	
AP00342740	406053	JONES MC CLURE PUBLISHING INC	05/10/11	99 00	MW	OH		
AP00342741	400520	JOSEPH, JUNE	05/10/11	319 26	MW	OH		
AP00342742	700067	KILGORE, JEFFREY A	05/10/11	360 00	MW	OH	B7	
AP00342743	711325	KIWI TIRE SHOP	05/10/11	85 00	MW	OH		
AP00342744	113100	KLOTZ ASSOC INC	05/10/11	178,686 73	MW	OH		
AP00342745	400654	KNOWLES LAW BOOK PUBLISHING I	05/10/11	97 43	MW	OH		
AP00342746	707051	LAIRD & ASSO PLLC	05/10/11	390 00	MW	OH	B7	
AP00342747	711173	LAW FIRM OF TOT KIM LE	05/10/11	916 50	MW	OH	B7	
AP00342748	711359	LAW OFFICE OF DANA V DREXLER	05/10/11	225 00	MW	OH	B7	
AP00342749	701780	LAW OFFICE OF DONNA L LELEUX	05/10/11	5,651 99	MW	OH	B7	
AP00342750	708153	LAW OFFICE OF KATHRYN BRADFIE	05/10/11	6,437 50	MW	OH	B7	
AP00342751	706605	LAW OFFICE OF MICHELE BASSETT	05/10/11	2,067 00	MW	OH	B7	
AP00342752	710111	LAW OFFICE OF PEJMAN MAADANI	05/10/11	195 00	MW	OH	B7	
AP00342753	703031	LEE, LEDA F	05/10/11	28 56	MW	OH		
AP00342754	709682	LEOPOLD, WILLIAM E	05/10/11	2,975 00	MW	OH	RE	
AP00342755	123026	LIGGIOS TIRE AND SERVICE CENT	05/10/11	48 50	MW	OH		
AP00342756	707090	LINEBARGER GOGGAN BLAIR & SAM	05/10/11	528 95	MW	OH		
AP00342757	707090	LINEBARGER GOGGAN BLAIR & SAM	05/10/11	1,204 32	MW	OH		
AP00342758	707090	LINEBARGER GOGGAN BLAIR & SAM	05/10/11	6,413 41	MW	OH		
AP00342759	707090	LINEBARGER GOGGAN BLAIR & SAM	05/10/11	2,202 00	MW	OH		
AP00342760	709123	M FOX CURL AND ASSOCIATES PC	05/10/11	466 05	MW	OH	B7	
AP00342761	407300	MARION, WILLIAM DAVID	05/10/11	949 00	MW	OH	B7	
AP00342762	705185	MAUZY, BRUCE	05/10/11	2,184 00	MW	OH	B7	
AP00342763	400252	MAXWELL, BONITA G	05/10/11	155 04	MW	OH		
AP00342764	711499	MCDONOUGH ENGINEERING CORPORA	05/10/11	48,014 56	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342765	131029	MCREE FORD INC	05/10/11	355 84	MW	OH		
AP00342766	704761	MESA MECHANICAL INC	05/10/11	32,754 10	MW	OH		
AP00342767	712341	METRO CITY CONSTRUCTION LP	05/10/11	239,693 55	MW	OH		
AP00342768	706214	MORGAN, LE'NARD D	05/10/11	167 28	MW	OH		
AP00342769	710357	MORRIS, PHILLIP W	05/10/11	520 00	MW	OH	B7	
AP00342770	711727	MULLER, LOU	05/10/11	30 00	MW	OH		
AP00342771	710385	MUNRO'S UNIFORM SERVICES LTD	05/10/11	399 05	MW	OH		
AP00342772	406192	MUSTANG RENTAL SERVICES INC	05/10/11	350 00	MW	OH		
AP00342773	400707	NICKELSON, LINDA J	05/10/11	195 00	MW	OH	B7	
AP00342774	144261	NORRIS, BRENT T	05/10/11	267 24	MW	OH		
AP00342775	705252	ONEOK INC	05/10/11	8,039 33	MW	OH		
AP00342776	401873	OTIS ELEVATOR CO CORP	05/10/11	2,774 82	MW	OH		
AP00342777	409712	PARISH, ERVIN R	05/10/11	112 71	MW	OH		
AP00342778	409788	PAT'S	05/10/11	14,644 00	MW	OH		
AP00342779	705136	PENINSULA SANITATION SERVICE	05/10/11	400 00	MW	OH		
AP00342780	407601	PENINSULA SEPTIC SERVICE INC	05/10/11	335 00	MW	OH		
AP00342781	709286	PESTMASTER SERVICES INC	05/10/11	3,305 08	MW	OH		
AP00342782	709286	PESTMASTER SERVICES INC	05/10/11	50 40	MW	OH		
AP00342783	163485	PITNEY BOWES	05/10/11	3,432 00	MW	OH		
AP00342784	705753	QUINTANILLA, DONNIE	05/10/11	438 75	MW	OH	B7	
AP00342785	706895	QUINTANILLA, MIGUEL	05/10/11	21 18	MW	OH		
AP00342786	712364	RAMIREZ, VICTORIA	05/10/11	162 18	MW	OH		
AP00342787	709269	RIZZO, COLIN	05/10/11	477 36	MW	OH		
AP00342788	406506	ROELL, HOLLY C	05/10/11	178 75	MW	OH	B7	
AP00342789	711814	ROGERS, PHOENIX	05/10/11	12 00	MW	OH		
AP00342790	712827	ROMERO LAW FIRM PC	05/10/11	546 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342791	710577	RUSSELL, GREG	05/10/11	113 75	MW	OH	B7	
AP00342792	711909	SADLER, ANDREA	05/10/11	328 25	MW	OH	B7	
AP00342793	191106	SAN LEON MUNICIPAL UTILITY DI	05/10/11	122 86	MW	OH		
AP00342794	400133	SANDERS, EARNESTINE LYNCH	05/10/11	107 61	MW	OH		
AP00342795	191023	SANTA FE AUTO PARTS INC	05/10/11	470 44	MW	OH		
AP00342796	700001	SANTA FE SENIOR CITIZENS COUN	05/10/11	500 00	MW	OH		
AP00342797	713316	SARGENT, WILLIAM K	05/10/11	33 43	MW	OH		
AP00342798	700995	SCANLAN JR, JAMES E	05/10/11	1,384 92	MW	OH	EX	
AP00342799	702664	SCHWAB, TAYLOR	05/10/11	1,800 00	MW	OH	B7	
AP00342800	707351	SCOTT MERRIMAN INC	05/10/11	1,158 00	MW	OH		
AP00342801	192039	SECRETARY OF STATE	05/10/11	300 00	MW	OH		
AP00342802	192161	SHATTUCK, BOB	05/10/11	320 00	MW	OH	B7	
AP00342803	711193	SHELMARK ENGINEERING L L C	05/10/11	8,852 73	MW	OH		
AP00342804	400542	SHERWIN WILLIAMS PAINT CORP	05/10/11	221 65	MW	OH		
AP00342805	704656	SIMMONS, MARILYN H	05/10/11	98.60	MW	OH		
AP00342806	709133	SNIDER TIRE INC	05/10/11	577 72	MW	OH		
AP00342807	712436	SOUTH LAND TITLE LLC	05/10/11	2358,446 98	MW	OH		
AP00342808	705477	SOUTHEAST FIRE PROTECTION LP	05/10/11	47,785 00	MW	OH		
AP00342809	713129	SOUTHWEST T & I INC	05/10/11	203 00	MW	OH		
AP00342810	709494	SRG SERVICES INC	05/10/11	362 50	MW	OH		
AP00342811	404828	STEWART TITLE CO	05/10/11	135,000 00	MW	OH		
AP00342812	432219	STEWART, DELLA L	05/10/11	186 66	MW	OH		
AP00342813	709091	STICKLER, TOMMY JAMES	05/10/11	1,007 50	MW	OH	B7	
AP00342814	713192	SULLIVAN, DWIGHT D	05/10/11	41 00	MW	OH		
AP00342815	405722	SUN COAST RESOURCES INC	05/10/11	53,157 87	MW	OH		
AP00342816	704619	TAPCO INTERNATIONAL INC	05/10/11	650 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342817	410529	TAYLOR, ANGELA M	05/10/11	1,153 75	MW	OH	B7	
AP00342818	408442	TEXAS ASSOCIATION FOR COURT A	05/10/11	75 00	MW	OH		
AP00342819	202671	TEXAS ASSOCIATION OF COUNTIES	05/10/11	200 00	MW	OH		
AP00342820	708583	TEXAS LAW & PSYCHIATRY PLLC	05/10/11	700 00	MW	OH		
AP00342821	202267	TEXAS PARKS AND WILDLIFE DEPT	05/10/11	3,826 90	MW	OH		
AP00342822	202267	TEXAS PARKS AND WILDLIFE DEPT	05/10/11	1,040 25	MW	OH		
AP00342823	711220	THIRDWAVE CORPORATION	05/10/11	6,604 00	MW	OH		
AP00342824	406986	THOMPSON PUBLISHING GROUP	05/10/11	428 50	MW	OH		
AP00342825	408675	TOWN AND COUNTRY INSURANCE AG	05/10/11	213 00	MW	OH		
AP00342826	700925	TRAVIS COUNTY	05/10/11	1,925 00	MW	OH		
AP00342827	711566	TREVINO, ISMAEL	05/10/11	438 75	MW	OH	B7	
AP00342828	710161	TUBING AND METRICS HYDRAULICS	05/10/11	73 13	MW	OH		
AP00342829	701538	UNITED PARCEL SERVICE	05/10/11	121 58	MW	OH		
AP00342830	708752	VOICE4NET COM	05/10/11	50 00	MW	OH		
AP00342831	713345	WALZ GROUP LLC	05/10/11	351 24	MW	OH		
AP00342832	402963	WASTE MANAGEMENT INC	05/10/11	3,223 15	MW	OH		
AP00342833	712330	WATKINS, GENE ANTONE	05/10/11	162 50	MW	OH	B7	
AP00342834	231167	WAUKESHA-PEARCE IND INC	05/10/11	251 01	MW	OH		
AP00342835	711999	WILSON, TARA L	05/10/11	253 28	MW	OH	B7	
AP00342836	709155	ZURI INVESTIGATIONS & ATTORNE	05/10/11	506 39	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	3689,859 19	Number of Checks Processed	176
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	3689,859 19		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000177	404603	BAKER, STEPHEN W	05/10/11	978 50	CX	OH	B7	
FT00000178	161059	BOB PAGAN FORD INC	05/10/11	3,360 12	CX	OH		
FT00000179	403006	KEYWORTHS HARDWARE INC	05/10/11	74 58	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	4,413 20	Number of Checks Processed	3
S U B T O T A L	4,413 20		

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		3689,859 19				Number of Checks Processed 176
		Total Hand Written		0 00				Number of Checks Processed 0
		Total Reversals		0 00				Number of Checks Processed 0
		Total Cancelled		4,413 20				Number of Checks Processed 3
		G R A N D T O T A L		3694,272 39				

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000177	**Payee Name: BAKER, STEPHEN W**		
4/25-5/1/11	1101121000 - 5431301	Justice Administration - Relief Associate Judge	978.50
		Warrant Total:	**978.50**
Warrant #: VW 00000178	**Payee Name: BOB PAGAN FORD INC**		
224560	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	159 05
224590	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	587 41
224600	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	268 74
224656	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	175 94
224717	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	556 80
224721	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	379 27
224722	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	99 07
224735	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	584 45
224749	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	74 14
224759	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	387 13
224768	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	88 12
		Warrant Total:	**3,360.12**
Warrant #: VW 00000180	**Payee Name: BOB PAGAN FORD INC**		
224564	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	882 46
224614	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	487 05
224858	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	399 06
224864	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	632 96
224890	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	239 09
224893	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	39 75
		Warrant Total:	**2,680.37**
Warrant #: VW 00342662	**Payee Name: ALSTON LAW FIRM PLLC, THE**		
11CP0005 013111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	216 67
		Warrant Total:	**216.67**
Warrant #: VW 00342664	**Payee Name: ARLAN'S MARKETS**		
114053	1101443100 - 5447102	Indigent Care & Medication - Meals	29 40
		Warrant Total:	**29.40**
Warrant #: VW 00342666	**Payee Name: BACLIFF MUNICIPAL UTILITY DISTRICT**		
10104121 042611	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	138 43
10104330 042611	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	34 67
		Warrant Total:	**173.10**
Warrant #: VW 00342668	**Payee Name: BERARDINELLI CORREIA, SHAUNA L**		
09JV0323 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	81 25

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**81.25**
Warrant #: VW 00342669	**Payee Name: BETA TECHNOLOGY INC**		
559462	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	714.00
		Warrant Total:	**714.00**
Warrant #: VW 00342670	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY DISTRICT**		
10002205 042011	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	251.75
10002222 042011	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	46 23
10003863 042711	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	167 84
10004583 041411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	69 35
10005389 042111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	220 10
10006109 042111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	126 00
		Warrant Total:	**881.27**
Warrant #: VW 00342671	**Payee Name: BONDED MAINTENANCE COMPANY**		
2433802	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	1,120.67
		Warrant Total:	**1,120.67**
Warrant #: VW 00342672	**Payee Name: BONO, JONI**		
09CR3166 042811	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	112 00
		Warrant Total:	**112.00**
Warrant #: VW 00342674	**Payee Name: BRIGGS, LYNETTE**		
10JV0279 042911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	500 50
		Warrant Total:	**500.50**
Warrant #: VW 00342675	**Payee Name: BROWN & ASSOCIATES**		
2011014954	1101000010 - 4414012	General Government - County Clerk Refund of Fees	6 00
2011015241	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**14.00**
Warrant #: VW 00342677	**Payee Name: BROWN, ADAM BANKS**		
314086 050311	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	227 50
		Warrant Total:	**227.50**
Warrant #: VW 00342678	**Payee Name: BROWN, RAYMOND L**		
4/12-14/11 TRVL	1101440100 - 5496100	Community Services - Travel	313.83
		Warrant Total:	**313.83**
Warrant #: VW 00342679	**Payee Name: CDW GOVERNMENT INC**		
XDJ8472	1101159100 - 5310000	Information Technology - Supplies and Materials	367 44
XDV4401	1101126100 - 5310000	District Clerk - Supplies and Materials	107 50
XDX6042	1101126100 - 5310000	District Clerk - Supplies and Materials	93 81
XDZ0244	1101126100 - 5310000	District Clerk - Supplies and Materials	164 19

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**732.94**
Warrant #: VW 00342680	**Payee Name: CENTERPOINT ENERGY**		
48091797 042711	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	158 92
		Warrant Total:	**158.92**
Warrant #: VW 00342681	**Payee Name: CITY OF LA MARQUE**		
0110003415 04251	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	178 92
0160010854 04251	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	74 70
160010852 042511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	34 35
160010853 042511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	14 55
		Warrant Total:	**302.52**
Warrant #: VW 00342682	**Payee Name: CITY OF TEXAS CITY**		
0196100 042911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	182 93
02614800 042911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	1,065 59
1960900 042911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	132 75
2349100 042911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	63 73
2615000 042911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	10 64
		Warrant Total:	**1,455.64**
Warrant #: VW 00342684	**Payee Name: CLARK, DIANE**		
08FD0915 040611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	201 50
		Warrant Total:	**201.50**
Warrant #: VW 00342685	**Payee Name: CLEMENTS, CLYDE WESLEY**		
09CR1388 042011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	422 50
		Warrant Total:	**422.50**
Warrant #: VW 00342686	**Payee Name: COBURN SUPPLY COMPANY INC**		
313784645	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	421 92
313830598	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	105 66
		Warrant Total:	**527.58**
Warrant #: VW 00342687	**Payee Name: COLTZER, ROBERT G**		
11CR0771 042711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	441 35
310938 040511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	147 55
		Warrant Total:	**588.90**
Warrant #: VW 00342690	**Payee Name: CREATIVE PHOTOGRAPHY**		
5310000	1101110000 - 5310000	General Government - Supplies and Materials	750 00
		Warrant Total:	**750.00**
Warrant #: VW 00342691	**Payee Name: DAHLENBURG, MICHAEL L**		
09CP0047 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00

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Invoice Number	Account Info		Amount
09CP0091 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	286 00
10CP0018 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	252 75
10CP0019 042610	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	474 50
10CP0024 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	533 00
10CP0122 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	351 00
11CP0001 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	516 00
11CP0017 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**2,803.25**
Warrant #: VW 00342693		**Payee Name: DAVID'S ISLAND**	
02260	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	488 80
		Warrant Total:	**488.80**
Warrant #: VW 00342694		**Payee Name: DAVIS III, NEAL**	
10CR2441 042911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total:	**227.50**
Warrant #: VW 00342696		**Payee Name: DIAZ, MARK A**	
JAIL DKT 042911	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950.00
		Warrant Total:	**950.00**
Warrant #: VW 00342697		**Payee Name: DICKINSON IND SCHOOL DISTRICT**	
2011 SUMMER PRGM	1101440100 - 5506130	Community Services - Contrib to DISD	2,000 00
		Warrant Total:	**2,000.00**
Warrant #: VW 00342698		**Payee Name: DOLPHIN CHEMICAL & SUPPLY COMPANY LLC**	
8883	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	148.84
		Warrant Total:	**148.84**
Warrant #: VW 00342699		**Payee Name: DPI ENERGY LLC**	
355790	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00342700		**Payee Name: DUKE, WINSTON WAYNE**	
APR 2011 MLG	1101110000 - 5496301	General Government - Auto Mileage	119 85
		Warrant Total:	**119.85**
Warrant #: VW 00342702		**Payee Name: ENRIQUEZ, MICHAEL**	
90945	1101000010 - 4412010	General Government - Pre-Trial Release Agency	6 00
		Warrant Total:	**6.00**
Warrant #: VW 00342703		**Payee Name: ENTERGY**	
3499447 042611	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	169 52
3502451 042611	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	20 44
3504647 042611	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	9 19

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Invoice Number	Account Info	Amount
	Warrant Total:	**199.15**
Warrant #: VW 00342704	**Payee Name: FANNING AND FANNING PLLC**	
10CR2679 042611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455 00
	Warrant Total:	**455.00**
Warrant #: VW 00342705	**Payee Name: FAULIN, DOUGLAS E**	
050111 CRT RPTR	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	144 00
	Warrant Total:	**144.00**
Warrant #: VW 00342706	**Payee Name: FEROZ, MERCHANT**	
JAIL DKT 042911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950 00
	Warrant Total:	**950.00**
Warrant #: VW 00342707	**Payee Name: FINEGAN, SAMUEL K**	
10CR1590 042911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	4,810 00
APR 2011 SRVC	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,800 00
	Warrant Total:	**6,610.00**
Warrant #: VW 00342708	**Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**	
29543198	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	155 76
	Warrant Total:	**155.76**
Warrant #: VW 00342709	**Payee Name: FOWLER, JANA K**	
11FD0912 042111	1101121000 - 5431121 Justice Administration - Court Reporter Expense	126 64
	Warrant Total:	**126.64**
Warrant #: VW 00342710	**Payee Name: FRANCO, SHELBY**	
4/6-7/11 MLG	1101127100 - 5496301 District Attorney - Auto Mileage	242 76
	Warrant Total:	**242.76**
Warrant #: VW 00342711	**Payee Name: FULK, GEORGE BYRON**	
305871 050411	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	877 50
	Warrant Total:	**877.50**
Warrant #: VW 00342712	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**	
711470	1101211121 - 5600500 Sheriff-Criminal Investigation - Petty Cash	100 00
711473	1101211121 - 5600500 Sheriff-Criminal Investigation - Petty Cash	100 00
	Warrant Total:	**200.00**
Warrant #: VW 00342713	**Payee Name: GALVESTON COUNTY WCID #1**	
0220024920 42511	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	118.79
140060019 041811	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	47 34
2300253700 04251	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	41 00
	Warrant Total:	**207.13**
Warrant #: VW 00342714	**Payee Name: GALVESTON COUNTY WCID #8**	

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Invoice Number	Account Info		Amount
0021740 041411	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	33 10
0021760 042011	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	292 46
01202400 042011	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	16.77
		Warrant Total:	**342.33**
Warrant #: VW 00342716	**Payee Name: GELB, JEFFREY**		
310742 042711	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00342717	**Payee Name: GO ACCESSORIES**		
235	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	43 00
		Warrant Total:	**43.00**
Warrant #: VW 00342719	**Payee Name: GOLDSBERRY & ASSOCIATES PLLC**		
02CP0124 042611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
07CP0108 041911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
		Warrant Total:	**195.00**
Warrant #: VW 00342720	**Payee Name: GRAHAM, CARMEN A**		
10CP0039 041311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	353 29
10CP0080 041311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	338 00
10CP0093 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	234 00
11CP0027 041311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
MH3891 041311	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
		Warrant Total:	**1,425.29**
Warrant #: VW 00342721	**Payee Name: GT DISTRIBUTORS INC**		
INV0350660	1101211150 - 5310000	Warrants-Sheriff's Department - Supplies and Materials	318 75
		Warrant Total:	**318.75**
Warrant #: VW 00342722	**Payee Name: GUCWA, CHRISTINA MARIE**		
10CP0001 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	806 00
10CP0003 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
10CP0010 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,241 50
10CP0057 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	331 50
10CP0067 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	312.00
10CP0091 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,059 50
10CP0093 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	312 00
10CP0094 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	565 50
10CP0098 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	39 00
10CP0101 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
10CP0106 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	364 00
10CP0111 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	344 50

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Invoice Number	Account Info		Amount
10CP0116 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
11CP0003 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,007 50
11CP0004 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	156 00
11CP0007 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 50
11CP0016 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
11CP0022 041211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	474 50
		Warrant Total:	**7,787.00**
Warrant #: VW 00342724	**Payee Name: HANSEN, JUDY**		
042911 CRT RPTR	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	186 00
		Warrant Total:	**186.00**
Warrant #: VW 00342726	**Payee Name: HENRY, MARK**		
APR 2011 MLG	1101111000 - 5496100	County Judge - Travel	96 39
		Warrant Total:	**96.39**
Warrant #: VW 00342731	**Payee Name: HOPKE, KURT S**		
299148 050211	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	113.75
		Warrant Total:	**113.75**
Warrant #: VW 00342732	**Payee Name: HOUSTON EQUIPMENT COMPANY**		
180215	1101123300 - 5310001	Justice Court Pct #3 - Depart Supplies-Non Cap FFE	28 00
		Warrant Total:	**28.00**
Warrant #: VW 00342734	**Payee Name: HULL & ASSOCIATES P.C.**		
20111680CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00342735	**Payee Name: IBRAHIM & ELLIOTT LLP**		
10CR1551 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	341 25
		Warrant Total:	**341.25**
Warrant #: VW 00342736	**Payee Name: INFOSAT COMMUNICATIONS**		
49581	1101159100 - 5492111	Information Technology - Telephone Cellular	43 23
		Warrant Total:	**43.23**
Warrant #: VW 00342737	**Payee Name: JACKSON, CALVIN C**		
10CR3607 042011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,280 00
		Warrant Total:	**1,280.00**
Warrant #: VW 00342738	**Payee Name: JAROTH INC**		
265427	1101159100 - 5492101	Information Technology - Telephone Expense	78 00
		Warrant Total:	**78.00**
Warrant #: VW 00342739	**Payee Name: JIMENEZ, JOAQUIN**		
10CR2926 031111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	169 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**169.00**
Warrant #: VW 00342740	**Payee Name: JONES MC CLURE PUBLISHING INC**		
100231459	1101153000 - 5317000	Legal Department - Books & Periodicals	99 00
		Warrant Total:	**99.00**
Warrant #: VW 00342746	**Payee Name: LAIRD & ASSO PLLC**		
10CR3888 050311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total:	**390.00**
Warrant #: VW 00342747	**Payee Name: LAW FIRM OF TOT KIM LE**		
10CR3891 042811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	916 50
		Warrant Total:	**916.50**
Warrant #: VW 00342748	**Payee Name: LAW OFFICE OF DANA V DREXLER**		
MH3892 041311	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
		Warrant Total:	**225.00**
Warrant #: VW 00342749	**Payee Name: LAW OFFICE OF DONNA L LELEUX**		
03CP0068 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	344.50
07CP0002 041511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
09CP0042 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	298 87
09CP0101 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,365 00
10CP0010 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,590 62
10CP0058 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	143 00
11CP0005 041511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	214 50
11CP0019 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	565 50
		Warrant Total:	**5,651.99**
Warrant #: VW 00342751	**Payee Name: LAW OFFICE OF MICHELE BASSETT**		
09CP0091 082910	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	136 50
10CP0003 083110	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	78 00
10CP0004 082910	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	305 50
10CP0026 082810	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
10CP0029 082910	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	364 00
10CP0035 083110	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	318 50
10CP0057 081710	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
10CP0075 081610	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	247 00
10CP0080 082310	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
10CP0086 050510	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	130 00
		Warrant Total:	**2,067.00**
Warrant #: VW 00342752	**Payee Name: LAW OFFICE OF PEJMAN MAADANI**		
307768 050211	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**195.00**
Warrant #: VW 00342756	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
APR 11 JP8-2 FEE	1101000000 - 2291011	General Fund - Due to Collection Agency	528.95
		Warrant Total:	**528.95**
Warrant #: VW 00342757	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
APR 11 JP1 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	1,204.32
		Warrant Total:	**1,204.32**
Warrant #: VW 00342758	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
APR 11 JP3 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	6,413 41
		Warrant Total:	**6,413.41**
Warrant #: VW 00342759	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
APR 11 JP5 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	2,202 00
		Warrant Total:	**2,202.00**
Warrant #: VW 00342760	**Payee Name: M FOX CURL AND ASSOCIATES PC**		
307175 042911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	466 05
		Warrant Total:	**466.05**
Warrant #: VW 00342761	**Payee Name: MARION, WILLIAM DAVID**		
10CP0017 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	71 50
10CP0019 041511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	58 50
10CP0101 041811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	58 50
10CP0124 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	84 50
11CP0019 042111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	84 50
11CP0033 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	429 00
11CP0033A 041411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
		Warrant Total:	**949.00**
Warrant #: VW 00342762	**Payee Name: MAUZY, BRUCE**		
09CP0101 041511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,184.00
		Warrant Total:	**2,184.00**
Warrant #: VW 00342769	**Payee Name: MORRIS, PHILLIP W**		
08CR3101 042711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
		Warrant Total:	**520.00**
Warrant #: VW 00342771	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
35647	1101522020 - 5481000	Parks Department - Contract Service	12 50
35656	1101522020 - 5481000	Parks Department - Contract Service	6 00
35657	1101522020 - 5481000	Parks Department - Contract Service	16 45
35659	1101522020 - 5481000	Parks Department - Contract Service	23 55

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Invoice Number	Account Info		Amount
35669	1101522020 - 5481000	Parks Department - Contract Service	12 15
		Warrant Total:	**70.65**
Warrant #: VW 00342773	**Payee Name: NICKELSON, LINDA J**		
10CR3847 032911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #: VW 00342775	**Payee Name: ONEOK INC**		
117946945 042211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	61 00
140526600 042211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 65
141057664 042211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 65
163076745 042211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	2,009 10
164634518 041811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	726 40
165199073 041811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	5,116.07
235817809 041811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	95 46
		Warrant Total:	**8,039.33**
Warrant #: VW 00342776	**Payee Name: OTIS ELEVATOR CO CORP**		
TG04457511	1101170100 - 5423701	Facilities Srvs & Maintenance - Maintenance Contracts	2,774 82
		Warrant Total:	**2,774.82**
Warrant #: VW 00342779	**Payee Name: PENINSULA SANITATION SERVICE INC**		
56710	1101522020 - 5421400	Parks Department - Refuse Disposal	400 00
		Warrant Total:	**400.00**
Warrant #: VW 00342780	**Payee Name: PENINSULA SEPTIC SERVICE INC**		
55771	1101522020 - 5426181	Parks Department - Rental Porta Cans	335 00
		Warrant Total:	**335.00**
Warrant #: VW 00342781	**Payee Name: PESTMASTER SERVICES INC**		
8160	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8161	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8162	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8163	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
8164	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8165	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
8166	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8167	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
8168	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8169	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8170	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 11
8171	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8172	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16

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Invoice Number	Account Info		Amount
8185	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8186	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
8196	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
8217	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
8218	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
8224	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
8225	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
8233	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8242	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	59 75
8255	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
8280	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
8281	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
8282	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8283	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8284	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8285	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34.71
8286	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 36
		Warrant Total:	**3,305.08**
Warrant #: VW 00342782		**Payee Name: PESTMASTER SERVICES INC**	
8341	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 40
		Warrant Total:	**50.40**
Warrant #: VW 00342783		**Payee Name: PITNEY BOWES**	
8407844NV10	1101159100 - 5426100	Information Technology - Equipment Rental/Lease	3,432 00
		Warrant Total:	**3,432.00**
Warrant #: VW 00342784		**Payee Name: QUINTANILLA, DONNIE**	
09CR0177 050311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
11CR0078 042811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	243 75
		Warrant Total:	**438.75**
Warrant #: VW 00342785		**Payee Name: QUINTANILLA, MIGUEL**	
4/20,21/11 RMB	1101159100 - 5310000	Information Technology - Supplies and Materials	21 18
		Warrant Total:	**21.18**
Warrant #: VW 00342787		**Payee Name: RIZZO, COLIN**	
3/14-17/11 MLG	1101291010 - 5496100	Emergency Management - Travel	248 88
4/24-29/11 MLG	1101291010 - 5496100	Emergency Management - Travel	228 48
		Warrant Total:	**477.36**
Warrant #· VW 00342788		**Payee Name: ROELL, HOLLY C**	
11CR0578 042511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	178 75

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Invoice Number	Account Info	Amount
	Warrant Total:	**178.75**
Warrant #: VW 00342789	**Payee Name: ROGERS, PHOENIX**	
011211 TOLLS	1101610200 - 5496301 County Extension - Auto Mileage	12 00
	Warrant Total:	**12.00**
Warrant #: VW 00342790	**Payee Name: ROMERO LAW FIRM PC**	
11CP0022 041410	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	546 00
	Warrant Total:	**546.00**
Warrant #: VW 00342791	**Payee Name: RUSSELL, GREG**	
11CR1015 050211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	113 75
	Warrant Total:	**113.75**
Warrant #: VW 00342792	**Payee Name: SADLER, ANDREA**	
307052 042611	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	328 25
	Warrant Total:	**328.25**
Warrant #: VW 00342793	**Payee Name: SAN LEON MUNICIPAL UTILITY DIST**	
1035109002 42911	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	64 57
10353195 042911	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	58 29
	Warrant Total:	**122.86**
Warrant #: VW 00342795	**Payee Name: SANTA FE AUTO PARTS INC**	
51596	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	152.56
	Warrant Total:	**152.56**
Warrant #: VW 00342796	**Payee Name: SANTA FE SENIOR CITIZENS COUNCIL**	
APR 11	1101451110 - 5503021 Senior Citizens - Food Cost Title III Supplemt	500.00
	Warrant Total:	**500.00**
Warrant #: VW 00342797	**Payee Name: SARGENT, WILLIAM K.**	
032111 RMB	1101114030 - 5496301 Election Expense - Auto Mileage	33 43
	Warrant Total:	**33.43**
Warrant #: VW 00342798	**Payee Name: SCANLAN JR, JAMES E**	
71278 010511	1101122300 - 5431302 Probate Court - Sullivan - Fees & Expenses Relief Judges	693 97
71278 011011	1101122300 - 5431302 Probate Court - Sullivan - Fees & Expenses Relief Judges	690 95
	Warrant Total:	**1,384.92**
Warrant #: VW 00342799	**Payee Name: SCHWAB, TAYLOR**	
APR 2011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,800.00
	Warrant Total:	**1,800.00**
Warrant #: VW 00342800	**Payee Name: SCOTT MERRIMAN INC**	
045404	1101126100 - 5310000 District Clerk - Supplies and Materials	1,158 00
	Warrant Total:	**1,158.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00342802	**Payee Name: SHATTUCK, BOB**		
MH3891 041311	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3892 041311	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
		Warrant Total:	**320.00**
Warrant #: VW 00342804	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
87093	1101121000 - 5310000	Justice Administration - Supplies and Materials	248 13
87101	1101121000 - 5310000	Justice Administration - Supplies and Materials	-26 48
		Warrant Total:	**221.65**
Warrant #: VW 00342805	**Payee Name: SIMMONS, MARILYN H**		
011211 RGST RMB	1101610200 - 5495100	County Extension - Education	85 00
040511 RMB	1101610200 - 5495100	County Extension - Education	13 60
		Warrant Total:	**98.60**
Warrant #: VW 00342810	**Payee Name: SRG SERVICES INC**		
SE MAY 2011	1101451110 - 5493100	Senior Citizens - Advertising	362 50
		Warrant Total:	**362.50**
Warrant #: VW 00342813	**Payee Name: STICKLER, TOMMY JAMES**		
10CR1626 050411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
11CR0373 042711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
11CR0883 050411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**1,007.50**
Warrant #: VW 00342814	**Payee Name: SULLIVAN, DWIGHT D**		
3010011298 2/11	1101114000 - 5310000	County Clerk - Supplies and Materials	41 00
		Warrant Total:	**41.00**
Warrant #: VW 00342815	**Payee Name: SUN COAST RESOURCES INC**		
90887874	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	5,379 87
90890982	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	9,052 40
90891471	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,591 39
		Warrant Total:	**18,023.66**
Warrant #: VW 00342817	**Payee Name: TAYLOR, ANGELA M**		
10CR3350 042911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	845 00
310555 042911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	308 75
		Warrant Total:	**1,153.75**
Warrant #: VW 00342818	**Payee Name: TEXAS ASSOCIATION FOR COURT ADMINISTRATION**		
2011 GRACIA RNWL	1101121000 - 5495100	Justice Administration - Education	75 00
		Warrant Total:	**75.00**
Warrant #: VW 00342819	**Payee Name: TEXAS ASSOCIATION OF COUNTIES**		

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Invoice Number	Account Info		Amount
23797	1101110000 - 5498000	General Government - Membership And Dues	200.00
		Warrant Total:	**200.00**
Warrant #: VW 00342820		**Payee Name: TEXAS LAW & PSYCHIATRY PLLC**	
11CR0801 042911	1101121000 - 5412115	Justice Administration - Psychological Exam	700 00
		Warrant Total:	**700.00**
Warrant #: VW 00342824		**Payee Name: THOMPSON PUBLISHING GROUP**	
I67259922	1101153000 - 5317000	Legal Department - Books & Periodicals	428 50
		Warrant Total:	**428.50**
Warrant #: VW 00342825		**Payee Name: TOWN AND COUNTRY INSURANCE AGY INC**	
00008632 042711	1101123110 - 5310000	Justice Court Pct #1 - Supplies and Materials	213.00
		Warrant Total:	**213.00**
Warrant #: VW 00342826		**Payee Name: TRAVIS COUNTY**	
C1MH11000698	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	395 00
C1MH11000699	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	370 00
C1MH11000719	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	395 00
C1MH11000749	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	395 00
C1MH11000756	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	370 00
		Warrant Total:	**1,925.00**
Warrant #: VW 00342827		**Payee Name: TREVINO, ISMAEL**	
302579 042911	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	438 75
		Warrant Total:	**438.75**
Warrant #: VW 00342829		**Payee Name: UNITED PARCEL SERVICE**	
0000135W56151	1101159100 - 5481000	Information Technology - Contract Service	121 58
		Warrant Total:	**121.58**
Warrant #: VW 00342830		**Payee Name: VOICE4NET.COM**	
2980	1101159100 - 5481000	Information Technology - Contract Service	50 00
		Warrant Total:	**50.00**
Warrant #: VW 00342831		**Payee Name: WALZ GROUP LLC**	
0100317IN	1101126100 - 5310000	District Clerk - Supplies and Materials	351 24
		Warrant Total:	**351.24**
Warrant #: VW 00342832		**Payee Name: WASTE MANAGEMENT INC**	
163448117917	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	14 45
455558417917	1101522020 - 5481000	Parks Department - Contract Service	164 93
455558617912	1101522020 - 5481000	Parks Department - Contract Service	138 61
455558717910	1101522020 - 5481000	Parks Department - Contract Service	303 03
455558817918	1101522020 - 5481000	Parks Department - Contract Service	161 62

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Invoice Number	Account Info		Amount
455558917916	1101522020 - 5481000	Parks Department - Contract Service	95 31
455559017914	1101522020 - 5481000	Parks Department - Contract Service	104 33
455559217910	1101522020 - 5481000	Parks Department - Contract Service	67 74
455559517913	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,187 42
455559717919	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	660 56
455559817917	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	160 73
		Warrant Total:	**3,058.73**
Warrant #: VW 00342833	**Payee Name: WATKINS, GENE ANTONE**		
309811 042811	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	162 50
		Warrant Total:	**162.50**
Warrant #: VW 00342835	**Payee Name: WILSON, TARA L.**		
10CR0238 50211	1101121000 - 5431121	Justice Administration - Court Reporter Expense	253 28
		Warrant Total:	**253.28**
Warrant #: VW 00342836	**Payee Name: ZURI INVESTIGATIONS & ATTORNEY SERVICES**		
10CR2955 042911	1101121000 - 5431110	Justice Administration - Grdianshp Exp-Prbt Crt Sec 665	506 39
		Warrant Total:	**506.39**
Warrant #: VW 00342841	**Payee Name: AT&T MOBILITY**		
287234876306031 1	1101211121 - 5310001	Sheriff-Criminal Investigation - Depart Supplies-Non Cap	50.40
		Warrant Total:	**50.40**
Warrant #: VW 00342842	**Payee Name: B&S QUALLS CONSTRUCTION**		
335	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	300 00
		Warrant Total:	**300.00**
Warrant #: VW 00342844	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000420788	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	78.56
0855000420812	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	62.46
0855000421045	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	219 58
		Warrant Total:	**360.60**
Warrant #: VW 00342848	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY DISTRICT**		
10002875 042111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	307 03
		Warrant Total:	**307.03**
Warrant #: VW 00342849	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL13325	1101170100 - 5423000	Facilities Srvs & Maintenance - Maint/Repairs Equipment	822 22
		Warrant Total:	**822.22**
Warrant #: VW 00342850	**Payee Name: BROWN, WENDY**		
4/7-8/11 TRVL	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	345 90
		Warrant Total:	**345.90**

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Invoice Number	Account Info		Amount
Warrant #: VW 00342852	**Payee Name: CENTERPOINT ENERGY**		
44722270 050611	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 90
47167820 042811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 90
47167838 042911	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	0.72
47543723 050511	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	968 71
47632666 050211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	64 97
48482202 050311	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	42 16
		Warrant Total:	**1,108.36**
Warrant #: VW 00342853	**Payee Name: CENTERPOINT ENERGY**		
78828191	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
83290304	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
87610820	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**300.00**
Warrant #: VW 00342857	**Payee Name: CORRECTIONAL MEDICAL SERVICES INC**		
IN18854	1101211133 - 5412095	Sheriff-Corrections - Jail Healthcare Contract	335,665.83
		Warrant Total:	**335,665.83**
Warrant #: VW 00342859	**Payee Name: CPI FOODS INC.**		
427111A	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	304 00
		Warrant Total:	**304.00**
Warrant #: VW 00342860	**Payee Name: DAVID'S ISLAND**		
02259	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,687 60
		Warrant Total:	**1,687.60**
Warrant #: VW 00342861	**Payee Name: DEVALL, SANDRA**		
JAN-FEB 2011 MLG	1101610200 - 5496301	County Extension - Auto Mileage	35 70
		Warrant Total:	**35.70**
Warrant #: VW 00342862	**Payee Name: ENTERGY**		
2253364 050111	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	3,065 05
3571159 050211	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	275 73
3626535 050211	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	44 81
		Warrant Total:	**3,385.59**
Warrant #: VW 00342865	**Payee Name: GALVESTON COUNTY WCID #1**		
30064065 050211	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	44 00
		Warrant Total:	**44.00**
Warrant #: VW 00342866	**Payee Name: GT DISTRIBUTORS INC**		
INV0336568	1101223400 - 5310000	Constable Pct #4 - Fullen - Supplies and Materials	66 40
		Warrant Total:	**66.40**

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Invoice Number	Account Info		Amount
Warrant #: VW 00342868	**Payee Name: HERNANDEZ, SUSAN**		
APR 2011 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	36 72
		Warrant Total:	**36.72**
Warrant #: VW 00342869	**Payee Name: HOB-LOB LTD**		
00638	1101610200 - 5310000	County Extension - Supplies and Materials	7 99
		Warrant Total:	**7.99**
Warrant #: VW 00342874	**Payee Name: KROGER CO, THE**		
078640	1101610200 - 5310000	County Extension - Supplies and Materials	44 04
111011649	1101610200 - 5310000	County Extension - Supplies and Materials	38.98
		Warrant Total:	**83.02**
Warrant #: VW 00342876	**Payee Name: LCR-M LIMITED PARTNERSHIP**		
9357583	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	117 81
9393261	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	63 95
		Warrant Total:	**181.76**
Warrant #: VW 00342877	**Payee Name: MULTI SERVICE CORPORATION**		
224293772	1101127100 - 5496100	District Attorney - Travel	175 00
		Warrant Total:	**175.00**
Warrant #: VW 00342881	**Payee Name: ONEOK INC**		
165339436 041811	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	1,897 70
		Warrant Total:	**1,897.70**
Warrant #: VW 00342882	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975433479	1101610200 - 5310000	County Extension - Supplies and Materials	751 46
		Warrant Total:	**751.46**
Warrant #: VW 00342887	**Payee Name: SCHWAB, TAYLOR**		
10CR2478 050411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	240 50
		Warrant Total:	**240.50**
Warrant #: VW 00342888	**Payee Name: SCOTT COMPANY DRUG TESTING**		
5718	1101211143 - 5310000	Patrol Division - Supplies and Materials	300 00
		Warrant Total:	**300.00**
Warrant #: VW 00342890	**Payee Name: SOUTHWASTE DISPOSAL LLC**		
0144626IN	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	2,250 00
0144628IN	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	560 00
		Warrant Total:	**2,810.00**
Warrant #: VW 00342892	**Payee Name: STARTEX TITLE CO**		
2011014900	1101000010 - 4414012	General Government - County Clerk Refund of Fees	24 00
		Warrant Total:	**24.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00342893	**Payee Name: STARTEX TITLE/FED EX**		
2011013793	1101000010 - 4414012	General Government - County Clerk Refund of Fees	24 00
		Warrant Total:	**24.00**
Warrant #: VW 00342894	**Payee Name: SUNCOAST INVESTMENT GROUP LLC**		
2525 TEXAS AVE	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00342895	**Payee Name: SUTHERLAND LUMBER SOUTHWEST INC**		
207327	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	10 57
208038	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	23 97
208433	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	85 11
208574	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	195 89
209087	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	7 85
209236	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	31 74
209241	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	-31.74
209337	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	7 99
209554	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	65 15
210152	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	71 96
210159	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	7 74
210166	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	10 74
210669	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	38 28
210671	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	68 94
210677	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	2 79
210684	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	23 80
210685	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	39.38
210704	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	8.98
210713	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	25 52
		Warrant Total:	**694.66**
Warrant #: VW 00342898	**Payee Name: UNITED POWER AND BATTERY CORP**		
110956	1101159100 - 5423000	Information Technology - Maint/Repairs Equipment	4,699 15
		Warrant Total:	**4,699.15**
Warrant #: VW 00342900	**Payee Name: VICKERY, KAY**		
APR 2011 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	34 68
		Warrant Total:	**34.68**
Warrant #: VW 00342901	**Payee Name: WASTE MANAGEMENT INC**		
455558517914	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	94 87
455559117912	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	72 02
455559417916	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	120 18

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Invoice Number	Account Info		Amount
455559617911	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	1,040 87
		Warrant Total:	**1,327.94**
Warrant #: VW 00342902	**Payee Name: YARBROUGH, JANIS L**		
4/27-29/ TRVL	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	561 64
		Warrant Total:	**561.64**
Warrant #: VW 00342903	**Payee Name: ZAHN, ROBERT EUGENE**		
1510 SEALY 1	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
		FUND 1101 TOTAL:	**484,566.64**

FUND: 2111 Tx Assess/Coll Sp Inv Tx Fund

Warrant #: VW 00342801	**Payee Name: SECRETARY OF STATE**		
11304	2111151551 - 5495100	Special Inventory Tax - Education	150 00
11305	2111151551 - 5495100	Special Inventory Tax - Education	150 00
		Warrant Total:	**300.00**
		FUND 2111 TOTAL:	**300.00**

FUND: 2211 Law Library

Warrant #: VW 00342745	**Payee Name: KNOWLES LAW BOOK PUBLISHING INC**		
14901578	2211129100 - 5317000	Law Library - Books & Periodicals	97 43
		Warrant Total:	**97.43**
Warrant #: VW 00342872	**Payee Name: JONES MC CLURE PUBLISHING INC**		
100233656	2211129100 - 5317000	Law Library - Books & Periodicals	215 00
		Warrant Total:	**215.00**
		FUND 2211 TOTAL:	**312.43**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00342663	**Payee Name: AMERSON, RODGER DAN**		
03FD2747 042811	2212125300 - 5432011	Mediation Services - Mediation Services	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00342691	**Payee Name: DAHLENBURG, MICHAEL L**		
10FD2705 042711	2212125300 - 5432011	Mediation Services - Mediation Services	150 00
		Warrant Total:	**150.00**
Warrant #: VW 00342742	**Payee Name: KILGORE, JEFFREY A**		
11CP0036 042511	2212125300 - 5432011	Mediation Services - Mediation Services	360 00

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Invoice Number	Account Info	Amount
	Warrant Total:	**360.00**
	FUND 2212 TOTAL:	**710.00**

FUND: 2220 Adult Probation Fund

Warrant #: VW 00342673	**Payee Name: BRAZORIA COUNTY ALCOHOLIC RECOVERY**	
1049	2220255101 - 5481000 Adult Probation - Contract Service	2,475 00
	Warrant Total:	**2,475.00**
Warrant #: VW 00342858	**Payee Name: CORRECTIONS SOFTWARE CORPORATION**	
24529	2220255101 - 5419301 Adult Probation - Computer Services	4,378 00
	Warrant Total:	**4,378.00**
	FUND 2220 TOTAL:	**6,853.00**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00342689	**Payee Name: CRAPITTO, JUDGE MARY NELL**	
201101	2230256130 - 5431403 Court - Relief Masters Referee	250 00
	Warrant Total:	**250.00**
Warrant #: VW 00342701	**Payee Name: DUNNAHOO, CHRISTOPHER**	
MAR 2011 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	231 54
	Warrant Total:	**231.54**
Warrant #: VW 00342715	**Payee Name: GARATE, FAITH E**	
MAR 2011 MLG	2230256105 - 5496301 Juv Justice - Administration - Auto Mileage	6 12
	Warrant Total:	**6.12**
Warrant #: VW 00342718	**Payee Name: GOLD STAR FOOD SERVICE**	
253123	2230256118 - 5314301 Detention - Kitchen Supplies	40 50
257599	2230256118 - 5314301 Detention - Kitchen Supplies	13 50
	Warrant Total:	**54.00**
Warrant #: VW 00342727	**Payee Name: HERNANDEZ, CARLOS**	
APR 2011 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	194 31
	Warrant Total:	**194.31**
Warrant #: VW 00342728	**Payee Name: HERRING JR, MATTHEW**	
APR 2011 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	156 57
	Warrant Total:	**156.57**
Warrant #: VW 00342750	**Payee Name: LAW OFFICE OF KATHRYN BRADFIELD LANAN**	
ARI1100068	2230256130 - 5431402 Court - Masters Referee Juvenile Matrs	6,437.50
	Warrant Total:	**6,437.50**

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Invoice Number	Account Info		Amount
Warrant #: VW 00342753	**Payee Name: LEE, LEDA F**		
MAR-APR 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	28 56
		Warrant Total:	**28.56**
Warrant #: VW 00342763	**Payee Name: MAXWELL, BONITA G**		
APR 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	155 04
		Warrant Total:	**155.04**
Warrant #: VW 00342774	**Payee Name: NORRIS, BRENT T**		
APR 2011 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	267 24
		Warrant Total:	**267.24**
Warrant #: VW 00342786	**Payee Name: RAMIREZ, VICTORIA**		
APR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	162 18
		Warrant Total:	**162.18**
Warrant #: VW 00342794	**Payee Name: SANDERS, EARNESTINE LYNCH**		
APR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	107 61
		Warrant Total:	**107.61**
Warrant #: VW 00342812	**Payee Name: STEWART, DELLA L**		
APR 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	186 66
		Warrant Total:	**186.66**
Warrant #: VW 00342839	**Payee Name: ARAMARK CORRECTIONAL SERVICES**		
5474000434	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	3,299 61
		Warrant Total:	**3,299.61**
Warrant #: VW 00342851	**Payee Name: CANAL ALARM DEVICES**		
SI171323	2230256118 - 5310001	Detention - Depart Supplies-Non Cap FFE	1,490 22
		Warrant Total:	**1,490.22**
Warrant #: VW 00342864	**Payee Name: FAMILY SERVICE CENTER OF GALV CNTY**		
MAY 2011 COUNSEL	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	12,000 00
MAY 2011 OFFEND	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	9,916 00
		Warrant Total:	**21,916.00**
		FUND 2230 TOTAL:	**34,943.16**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000179	**Payee Name: KEYWORTHS HARDWARE INC**		
000146716	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	7 56
000164841	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	7 30
000166215	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	4 38
000167227	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	44 35

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Invoice Number	Account Info	Amount
	Warrant Total:	**63.59**
Warrant #: VW 00342661	**Payee Name: ALLEN, WINNIE**	
APR 2011 MLG	2301312110 - 5496100 Administration - Travel	22 66
	Warrant Total:	**22.66**
Warrant #: VW 00342665	**Payee Name: BACLIFF BUILDERS SUPPLY INC.**	
8232	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	164 90
	Warrant Total:	**164.90**
Warrant #: VW 00342683	**Payee Name: CITY WIDE GLASS LLC**	
25567	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	195.00
	Warrant Total:	**195.00**
Warrant #: VW 00342729	**Payee Name: HI-WAY EQUIPMENT COMPANY LLC**	
H25465	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	229 68
H25762	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	595 10
	Warrant Total:	**824.78**
Warrant #: VW 00342730	**Payee Name: HOME DEPOT**	
0083292	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	49 60
	Warrant Total:	**49.60**
Warrant #: VW 00342743	**Payee Name: KIWI TIRE SHOP**	
1463	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	85 00
	Warrant Total:	**85.00**
Warrant #: VW 00342755	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**	
176939	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14 50
177065	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	34 00
	Warrant Total:	**48.50**
Warrant #: VW 00342765	**Payee Name: MCREE FORD INC**	
321678	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	373 80
322079	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	130 76
322084	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	-19 16
322152	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	6 80
327063	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	-136 36
	Warrant Total:	**355.84**
Warrant #: VW 00342771	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**	
35650	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	13 00
35651	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	40.50
35652	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	36.10
35653	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	88 50

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Invoice Number	Account Info		Amount
35654	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	72 55
35655	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	77 75
		Warrant Total:	**328.40**
Warrant #: VW 00342795	**Payee Name: SANTA FE AUTO PARTS INC**		
44823	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	317 88
		Warrant Total:	**317.88**
Warrant #: VW 00342806	**Payee Name: SNIDER TIRE INC**		
4052885	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	577 72
		Warrant Total:	**577.72**
Warrant #: VW 00342809	**Payee Name: SOUTHWEST T & I INC**		
1882155	2301312110 - 5481000	Administration - Contract Service	203 00
		Warrant Total:	**203.00**
Warrant #: VW 00342815	**Payee Name: SUN COAST RESOURCES INC**		
90887167	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	9,088 48
90891472	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	9,520.98
90894527	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	14,004 49
		Warrant Total:	**32,613.95**
Warrant #: VW 00342828	**Payee Name: TUBING AND METRICS HYDRAULICS INC**		
61495	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	73 13
		Warrant Total:	**73.13**
Warrant #: VW 00342832	**Payee Name: WASTE MANAGEMENT INC**		
455559317918	2301312110 - 5481000	Administration - Contract Service	164 42
		Warrant Total:	**164.42**
Warrant #: VW 00342843	**Payee Name: BAYGAS INC**		
8938	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	94 68
		Warrant Total:	**94.68**
Warrant #: VW 00342854	**Payee Name: CHERRY CRUSHED CONCRETE**		
133090	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	4,348.23
133108	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	4,197 52
133206	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,491 03
133259	2301312120 - 5353014	FM & Lateral Road - Materials Flexible Base	3,564 38
		Warrant Total:	**15,601.16**
Warrant #: VW 00342855	**Payee Name: CLEVELAND ASPHALT PRODUCTS INC**		
8672	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	10,070 03
		Warrant Total:	**10,070.03**
Warrant #: VW 00342856	**Payee Name: COASTAL WIPERS INC**		

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Invoice Number	Account Info		Amount
22821	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1,050 00
		Warrant Total:	**1,050.00**
Warrant #: VW 00342878	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
35649	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
36424	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	65 82
36665 050311	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
36666 050311	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	13 00
36667 050311	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	96 50
36668 050311	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	36 10
36669 050311	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
36670 050311	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	72 55
36671 050311	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	77 75
		Warrant Total:	**478.72**
Warrant #: VW 00342897	**Payee Name: TUBING AND METRICS HYDRAULICS INC**		
61609	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	307.62
		Warrant Total:	**307.62**
		FUND 2301 TOTAL:	**63,690.58**

FUND: 2370 Flood Control Fund

Warrant #: VW 00342815	**Payee Name: SUN COAST RESOURCES INC**		
90893532	2370296121 - 5322010	Seawall Maintenance - Auto Fuel Expense	2,520 26
		Warrant Total:	**2,520.26**
Warrant #: VW 00342816	**Payee Name: TAPCO INTERNATIONAL INC**		
8498300	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	650 00
		Warrant Total:	**650.00**
Warrant #: VW 00342837	**Payee Name: ACT PIPE AND SUPPLY**		
532568	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	1,440 00
		Warrant Total:	**1,440.00**
Warrant #: VW 00342844	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000420944	2370296121 - 5481000	Seawall Maintenance - Contract Service	70 51
		Warrant Total:	**70.51**
Warrant #: VW 00342849	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL22647	2370296100 - 5746010	Flood Control - Capitalized Furn,Fix,& Equip	82,882 00
		Warrant Total:	**82,882.00**
		FUND 2370 TOTAL:	**87,562.77**

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Invoice Number	Account Info		Amount
FUND: 2410 Mosquito Control District Fund			
Warrant #: VW 00000179	**Payee Name: KEYWORTHS HARDWARE INC**		
000167478	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	10 99
		Warrant Total:	**10.99**
Warrant #: VW 00342834	**Payee Name: WAUKESHA-PEARCE IND INC**		
25382004	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	244 17
25382351	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	6 84
		Warrant Total:	**251 01**
		FUND 2410 TOTAL:	**262.00**
FUND: 2501 Child Welfare Fund			
Warrant #: VW 00342838	**Payee Name: ADVOCACY CENTER FOR CHILDREN OF**		
APR 2011	2501443300 - 5449105	Child Welfare - Child Advocacy Project	1,837 80
		Warrant Total:	**1,837.80**
		FUND 2501 TOTAL:	**1,837.80**
FUND: 2601 Beach & Parks Fund			
Warrant #: VW 00342772	**Payee Name: MUSTANG RENTAL SERVICES INC**		
02059777	2601544042 - 5426100	Beach Maintenance-Rd & Bridge - Equipment Rental/Lease	350 00
		Warrant Total:	**350.00**
Warrant #: VW 00342849	**Payee Name: BROOKSIDE EQUIP SALES INC**		
WL30780	2601544042 - 5423000	Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	224 59
		Warrant Total:	**224.59**
Warrant #: VW 00342878	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
36426	2601544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	35 29
		Warrant Total:	**35.29**
Warrant #: VW 00342879	**Payee Name: MUSTANG RENTAL SERVICES INC**		
02059780	2601544042 - 5426100	Beach Maintenance-Rd & Bridge - Equipment Rental/Lease	350 00
		Warrant Total:	**350.00**
Warrant #: VW 00342883	**Payee Name: PENINSULA SANITATION SERVICE INC**		
56756	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
		Warrant Total:	**450.00**
Warrant #: VW 00342889	**Payee Name: SEASIDE ENTERPRISES INC**		
167255	2601544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	138 15
		Warrant Total:	**138.15**

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Invoice Number	Account Info	Amount
	FUND 2601 TOTAL:	**1,548.03**

FUND: 2824 Adult Probation Community

Warrant #: VW 00342673	**Payee Name: BRAZORIA COUNTY ALCOHOLIC RECOVERY**	
1049	2824255111 - 5481000 Special Substance Abuse - Contract Service	110 00
	Warrant Total:	**110.00**
	FUND 2824 TOTAL:	**110.00**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00342725	**Payee Name: HARDY, CHARLOTTE L**	
MAR 2011 MLG	2841256183 - 5496301 JPO Cash match - Auto Mileage	283 56
	Warrant Total:	**283.56**
Warrant #: VW 00342741	**Payee Name: JOSEPH, JUNE**	
APR 2011 MLG	2841256183 - 5496301 JPO Cash match - Auto Mileage	319 26
	Warrant Total:	**319.26**
Warrant #: VW 00342768	**Payee Name: MORGAN, LE'NARD D.**	
APR 2011 MLG	2841256183 - 5496301 JPO Cash match - Auto Mileage	167 28
	Warrant Total:	**167.28**
Warrant #: VW 00342873	**Payee Name: JOSEPH, JUNE**	
APR 2011 MLG 2	2841256183 - 5496301 JPO Cash match - Auto Mileage	21 42
	Warrant Total:	**21.42**
	FUND 2841 TOTAL:	**791.52**

FUND: 2842 Community Corrections

Warrant #: VW 00342733	**Payee Name: HOWELL, NIKKI**	
APR 2011 MLG	2842256177 - 5496301 Community Corr "Y" Grant - Auto Mileage	82 62
	Warrant Total:	**82.62**
Warrant #: VW 00342777	**Payee Name: PARISH, ERVIN R**	
APR 2011 MLG	2842256177 - 5496301 Community Corr "Y" Grant - Auto Mileage	112 71
	Warrant Total:	**112.71**
Warrant #: VW 00342845	**Payee Name: BLOW, ADRIENNE M**	
APR 2011 MLG	2842256177 - 5496301 Community Corr "Y" Grant - Auto Mileage	48 45
	Warrant Total:	**48.45**
Warrant #: VW 00342846	**Payee Name: BOB BARKER CO INC**	
WEB000167168	2842256177 - 5312100 Community Corr "Y" Grant - Clothing Expense	519 93

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Invoice Number	Account Info		Amount
WEB000167583	2842256177 - 5312100	Community Corr "Y" Grant - Clothing Expense	254 15
		Warrant Total:	**774.08**
		FUND 2842 TOTAL:	**1,017.86**

FUND: 2848 Juv Jst Alt Education Program

Warrant #: VW 00342695 **Payee Name: DELL MARKETING LP**

XF97NC222	2848256143 - 5495095	Commitment Reduction Program C - Educational Programs	2,958 24
		Warrant Total:	**2,958.24**
		FUND 2848 TOTAL:	**2,958.24**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #: VW 00342863 **Payee Name: EXXON CREDIT CARD CENTER**

25838399	2864211127 - 5322010	Auto Task Force - Auto Fuel Expense	123 18
		Warrant Total:	**123.18**

Warrant #: VW 00342880 **Payee Name: NEXTEL OF TEXAS INC**

990957730061	2864211127 - 5492111	Auto Task Force - Telephone Cellular	851 67
		Warrant Total:	**851.67**

Warrant #: VW 00342891 **Payee Name: SPRINT SPECTRUM LP**

692298810041	2864211127 - 5492100	Auto Task Force - Wireless MCT Service	349 93
		Warrant Total:	**349.93**

Warrant #: VW 00342899 **Payee Name: VERIZON**

6568254945	2864211127 - 5492100	Auto Task Force - Wireless MCT Service	334 56
		Warrant Total:	**334.56**
		FUND 2864 TOTAL:	**1,659.34**

FUND: 2893 HMGP - IKE

Warrant #: VW 00342778 **Payee Name: PAT'S**

10168	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	6,500 00
10169	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	4,000 00
10170	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	4,144 00
		Warrant Total:	**14,644.00**

Warrant #: VW 00342807 **Payee Name: SOUTH LAND TITLE LLC**

R170327	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	182,553 81
R171493	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	87,273 00
R172871	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	97,449 00

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Invoice Number	Account Info		Amount
R176663	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	362,386 13
R176674	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	42,042 75
R176859	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	63,396 42
R176866	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	81,716 25
R176904	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	63,150 75
R177085	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	80,817 75
R177603	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	108,370 50
R177608	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	38,271 75
R178152	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	155,603 78
R178171	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	53,349 00
R178178	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	37,518 75
R178179	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	26,963 25
R178223	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	111,837 00
R179205	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	87,221.80
R179239	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	226,592 25
R179579	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	113,641 50
R179581	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	77,766 77
R181014	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	75,964 50
R215557	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	184,560 27
		Warrant Total:	**2,358,446.98**

Warrant #: VW 00342867 **Payee Name: GUTHRIE, BEVERYLY**

HMGP 031810	2893289010 - 5502104	HMGP Home Buy-out Program - Refund of Revenues	375 00
		Warrant Total:	**375.00**

FUND 2893 TOTAL: 2,373,465.98

FUND: 2914 CDBG Housing Program

Warrant #: VW 00342803 **Payee Name: SHELMARK ENGINEERING L.L.C.**

4454	2914152500 - 5481000	Administration - Contract Service	8,852 73
		Warrant Total:	**8,852.73**

Warrant #: VW 00342847 **Payee Name: BOCK, BRENDA**

4/15/11 MLG	2914152500 - 5496301	Administration - Auto Mileage	24.99
4/6/11 RMB	2914152500 - 5495100	Administration - Education	33 78
		Warrant Total:	**58.77**

FUND 2914 TOTAL: 8,911.50

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00342667 **Payee Name: BECK DISASTER RECOVERY INC**

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Invoice Number	Account Info	Amount
0119210	2915299724 - 5411100 Galveston Co Elevation Project - Administration Costs	123,377 10
	Warrant Total:	**123,377.10**
Warrant #: VW 00342723	**Payee Name: HANKINS AND ANDERSON INC**	
29270	2915299723 - 5481000 CDBG Disaster Recovery Grant - Contract Service	145,000 00
	Warrant Total:	**145,000.00**
Warrant #: VW 00342744	**Payee Name: KLOTZ ASSOC INC**	
411067	2915291016 - 5481000 County Wide Drainage - Contract Service	177,680 23
	Warrant Total:	**177,680.23**
	FUND 2915 TOTAL:	**446,057.33**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00342840	**Payee Name: ASHLEY INC**	
1 042611	2994299765 - 5481000 Dolphin Park - Contract Service	47,528 69
	Warrant Total:	**47,528.69**
	FUND 2994 TOTAL:	**47,528.69**

FUND: 3100 County Capital Projects Fund

Warrant #: VW 00342823	**Payee Name: THIRDWAVE CORPORATION**	
111772	3100159126 - 5754104 IT Capital Projects - Scanning	6,604.00
	Warrant Total:	**6,604.00**
	FUND 3100 TOTAL:	**6,604.00**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00342766	**Payee Name: MESA MECHANICAL INC**	
4 042511	3120179331 - 5722000 Animal Resource Center - Construction Bldg Capital Outl	32,754 10
	Warrant Total:	**32,754.10**
Warrant #: VW 00342808	**Payee Name: SOUTHEAST FIRE PROTECTION LP**	
3 043011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	47,785 00
	Warrant Total:	**47,785.00**
Warrant #: VW 00342870	**Payee Name: HUGH PATRICK CONSTRUCTORS**	
10 043011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	125,610.11
	Warrant Total:	**125,610.11**
	FUND 3120 TOTAL:	**206,149.21**

FUND: 3307 Unltd Tax Road Bonds Sr 2003B

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Invoice Number	Account Info	Amount
Warrant #: VW 00342811	**Payee Name: STEWART TITLE CO**	
315 050311	3307315108 - 5731015 FM 646 Pass Thru Toll - 646 Pass Thru Toll Rd Proj	135,000 00
	Warrant Total:	**135,000.00**
	FUND 3307 TOTAL:	**135,000.00**

FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

Warrant #: VW 00342692	**Payee Name: DANNENBAUM ENGINEERING CORP**	
4157XX47II	3310315162 - 5731015 Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	84,600 00
	Warrant Total:	**84,600.00**
Warrant #: VW 00342896	**Payee Name: TRIPLE B SERVICES LLP**	
12 050311	3310315162 - 5731015 Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	593,927.21
	Warrant Total:	**593,927.21**
	FUND 3310 TOTAL:	**678,527.21**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00342676	**Payee Name: BROWN & GAY ENGINEERS, INC.**	
411112	3312312111 - 5731173 Non-County Roads - 6th Street	1,046 50
	Warrant Total:	**1,046.50**
Warrant #: VW 00342688	**Payee Name: COSTELLO, INC.**	
21791	3312312112 - 5731139 County Road - Algoa Friendswood Rd	22,382 60
22121	3312312112 - 5731139 County Road - Algoa Friendswood Rd	3,503 86
22242	3312312112 - 5731139 County Road - Algoa Friendswood Rd	17,928 16
22568 REV	3312312112 - 5731139 County Road - Algoa Friendswood Rd	17,585 26
	Warrant Total:	**61,399.88**
Warrant #: VW 00342692	**Payee Name: DANNENBAUM ENGINEERING CORP**	
44910106II	3312312111 - 5731608 Non-County Roads - Calder Road Improvement Proj	9,573 36
	Warrant Total:	**9,573.36**
Warrant #: VW 00342744	**Payee Name: KLOTZ ASSOC INC**	
411049	3312312111 - 5731135 Non-County Roads - 7 Mile Rd Re-Aligned	1,006 50
	Warrant Total:	**1,006.50**
Warrant #: VW 00342764	**Payee Name: MCDONOUGH ENGINEERING CORPORATION**	
10390	3312312111 - 5731117 Non-County Roads - Louisiana	4,839 56
10393	3312312111 - 5731117 Non-County Roads - Louisiana	43,175 00
	Warrant Total:	**48,014.56**
Warrant #: VW 00342767	**Payee Name: METRO CITY CONSTRUCTION LP**	
2277	3312312112 - 5731139 County Road - Algoa Friendswood Rd	239,693 55

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**239,693.55**
		FUND 3312 TOTAL:	**360,734.35**

FUND: 3315 Galv Causeway RR Bridge Proj

Warrant #: VW 00000181 **Payee Name: CIANBRO/BRASFIELD & GORRIE II A JOINT VENTURE**

11 050511	3315313200 - 5732023	Causeway Railroad Bridge Prj - Railroad Causeway Bridge C	5,364,245 44
		Warrant Total:	**5,364,245.44**
		FUND 3315 TOTAL:	**5,364,245.44**

FUND: 3370 Ltd Tax Flood Control Bds Sr09

Warrant #: VW 00342688 **Payee Name: COSTELLO, INC.**

22237	3370313202 - 5734306	County Flood Control Projects - FM 646	7,707 44
22557	3370313202 - 5734306	County Flood Control Projects - FM 646	4,437 83
		Warrant Total:	**12,145.27**
		FUND 3370 TOTAL:	**12,145.27**

FUND: 6123 Group Insurance Fund

Warrant #: VW 00342754 **Payee Name: LEOPOLD, WILLIAM E**

ARI1100067	6123155021 - 5481000	Group Insurance - Contract Service	2,975 00
		Warrant Total:	**2,975.00**

Warrant #: VW 00342885 **Payee Name: RAINEY, MARY**

COBRA RMB 030611	6123000010 - 4433013	General Government - Premium Paid by COBRA	1,108.80
		Warrant Total:	**1,108.80**
		FUND 6123 TOTAL:	**4,083.80**

FUND: 7605 Escrow Fund

Warrant #: VW 00342770 **Payee Name: MULLER, LOU**

CS 231066	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	30 00
		Warrant Total:	**30.00**

Warrant #: VW 00342821 **Payee Name: TEXAS PARKS AND WILDLIFE DEPT**

APR 11 JP1 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	3,826.90
		Warrant Total:	**3,826.90**

Warrant #: VW 00342822 **Payee Name: TEXAS PARKS AND WILDLIFE DEPT**

APR 11 JP5 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	1,040 25
		Warrant Total:	**1,040.25**

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00342871	**Payee Name: JOHNSON, CHERYL**		
SHRF SL 040511	7605000000 - 2495797	Escrow Fund - Tx Sl 10TX0323	22,463 77
		Warrant Total:	**22,463.77**
Warrant #: VW 00342875	**Payee Name: LAW OFFICE OF RAMZEY ZEIN-ELDIN**		
SHRF SL 040511	7605000000 - 2495790	Escrow Fund - Tx Sl 10TX0313	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00342884	**Payee Name: POOR, SHERIFF FREDDIE**		
SHRF SL 040511	7605000000 - 2495797	Escrow Fund - Tx Sl 10TX0323	3,977 52
		Warrant Total:	**3,977.52**
Warrant #: VW 00342886	**Payee Name: SANTA FE INDEPENDENT SCHOOL DISTRICT**		
SHRF SL 040511	7605000000 - 2495795	Escrow Fund - Tx Sl 10TX0206	8,958 75
		Warrant Total:	**8,958.75**
		FUND 7605 TOTAL:	**40,797.19**

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Summary of All Funds

Fund		Amount
1101	General Fund	484,566 64
2111	Tx Assess/Coll Sp Inv Tx Fund	300.00
2211	Law Library	312 43
2212	Mediation Services Prog Fund	710 00
2220	Adult Probation Fund	6,853.00
2230	Juvenile Justice Fund	34,943 16
2301	Road & Bridge Fund	63,690.58
2370	Flood Control Fund	87,562.77
2410	Mosquito Control District Fund	262 00
2501	Child Welfare Fund	1,837 80
2601	Beach & Parks Fund	1,548 03
2824	Adult Probation Community	110 00
2841	Juvenile Probation-State Aid	791.52
2842	Community Corrections	1,017 86
2848	Juv Jst Alt Education Program	2,958 24
2864	Auto Crimes Task Force Grant	1,659 34
2893	HMGP - IKE	2,373,465 98
2914	CDBG Housing Program	8,911 50
2915	CDBG Infrastructure Program	446,057 33
2994	Disaster Recovery - Ike	47,528.69
3100	County Capital Projects Fund	6,604 00
3120	Limited Tax Cnty Bldg Bds Sr09	206,149 21
3307	Unltd Tax Road Bonds Sr 2003B	135,000 00
3310	Pass Thru Toll Rv Lt Tx BdSr07	678,527 21
3312	Unltd Tax Road Bonds Sr 2009	360,734 35
3315	Galv Causeway RR Bridge Proj	5,364,245 44
3370	Ltd Tax Flood Control Bds Sr09	12,145 27
6123	Group Insurance Fund	4,083 80
7605	Escrow Fund	40,797 19
	Grand Total:	**10,373,373.34**

Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 05/10/2011

Approved Order to pay by Commissioners Court this day May 10th 2011.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

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

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
AP00342837	700616	ACT PIPE AND SUPPLY	05/10/11	1,440 00	MW	OH		
AP00342838	409165	ADVOCACY CENTER FOR CHILDREN	05/10/11	1,837 80	MW	OH		
AP00342839	702474	ARAMARK CORRECTIONAL SERVICES	05/10/11	3,299 61	MW	OH		
AP00342840	712983	ASHLEY INC	05/10/11	47,528 69	MW	OH		
AP00342841	709784	AT&T MOBILITY	05/10/11	50 40	MW	OH		
AP00342842	708966	B&S QUALLS CONSTRUCTION	05/10/11	300 00	MW	OH		
AP00342843	026047	BAYGAS INC	05/10/11	94 68	MW	OH		
AP00342844	700686	BFI WASTE SERVICES OF TEXAS L	05/10/11	431 11	MW	OH		
AP00342845	700014	BLOW, ADRIENNE M	05/10/11	48 45	MW	OH		
AP00342846	021303	BOB BARKER CO INC	05/10/11	774 08	MW	OH		
AP00342847	713135	BOCK, BRENDA	05/10/11	58 77	MW	OH		
AP00342848	708995	BOLIVAR PENINSULA SPECIAL UTI	05/10/11	307 03	MW	OH		
AP00342849	024240	BROOKSIDE EQUIP SALES INC	05/10/11	83,928 81	MW	OH		
AP00342850	713231	BROWN, WENDY	05/10/11	345 90	MW	OH		
AP00342851	709886	CANAL ALARM DEVICES	05/10/11	1,450 22	MW	OH		
AP00342852	407782	CENTERPOINT ENERGY	05/10/11	1,108 36	MW	OH		
AP00342853	407782	CENTERPOINT ENERGY	05/10/11	300 00	MW	OH		
AP00342854	712596	CHERRY CRUSHED CONCRETE	05/10/11	15,601 16	MW	OH		
AP00342855	710180	CLEVELAND ASPHALT PRODUCTS IN	05/10/11	10,070 03	MW	OH		
AP00342856	034751	COASTAL WIPERS INC	05/10/11	1,050 00	MW	OH		
AP00342857	409632	CORRECTIONAL MEDICAL SERVICES	05/10/11	335,665 83	MW	OH		
AP00342858	410293	CORRECTIONS SOFTWARE CORPORAT	05/10/11	4,378 00	MW	OH		
AP00342859	707222	CPI FOODS INC	05/10/11	304 00	MW	OH		
AP00342860	409732	DAVID'S ISLAND	05/10/11	1,687 60	MW	OH		
AP00342861	710493	DEVALL, SANDRA	05/10/11	35 70	MW	OH		
AP00342862	405028	ENTERGY	05/10/11	3,385 59	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342863	403437	EXXON CREDIT CARD CENTER	05/10/11	123 18	MW	OH		
AP00342864	061234	FAMILY SERVICE CENTER OF GALV	05/10/11	21,916 00	MW	OH		
AP00342865	071175	GALVESTON COUNTY WCID #1	05/10/11	44 00	MW	OH		
AP00342866	703352	GT DISTRIBUTORS INC	05/10/11	66 40	MW	OH		
AP00342867	713334	GUTHRIE, BEVERYLY	05/10/11	375 00	MW	OH		
AP00342868	710047	HERNANDEZ, SUSAN	05/10/11	36 72	MW	OH		
AP00342869	709151	HOB-LOB LTD	05/10/11	7 99	MW	OH		
AP00342870	705379	HUGH PATRICK CONSTRUCTORS	05/10/11	125 610 11	MW	OH		
AP00342871	707570	JOHNSON, CHERYL	05/10/11	22,463 77	MW	OH		
AP00342872	406053	JONES MC CLURE PUBLISHING INC	05/10/11	215 00	MW	OH		
AP00342873	400520	JOSEPH, JUNE	05/10/11	21 42	MW	OH		
AP00342874	114041	KROGER CO, THE	05/10/11	83 02	MW	OH		
AP00342875	707808	LAW OFFICE OF RAMZEY ZEIN-ELD	05/10/11	500 00	MW	OH		
AP00342876	706067	LCR-M LIMITED PARTNERSHIP	05/10/11	181 76	MW	OH		
AP00342877	702027	MULTI SERVICE CORPORATION	05/10/11	175 00	MW	OH		
AP00342878	710385	MUNRO'S UNIFORM SERVICES LTD	05/10/11	514 01	MW	OH		
AP00342879	406192	MUSTANG RENTAL SERVICES INC	05/10/11	350 00	MW	OH		
AP00342880	407073	NEXTEL OF TEXAS INC	05/10/11	851 67	MW	OH		
AP00342881	705252	ONEOK INC	05/10/11	1,897 70	MW	OH		
AP00342882	400105	OWEN ELECTRIC SUPPLY	05/10/11	751 46	MW	OH		
AP00342883	705136	PENINSULA SANITATION SERVICE	05/10/11	450 00	MW	OH		
AP00342884	406092	POOR, SHERIFF FREDDIE	05/10/11	3,977 52	MW	OH		
AP00342885	713331	RAINEY, MARY	05/10/11	1,108 80	MW	OH		
AP00342886	403212	SANTA FE INDEPENDENT SCHOOL D	05/10/11	8,958 75	MW	OH		
AP00342887	702664	SCHWAB, TAYLOR	05/10/11	240 50	MW	OH	B7	
AP00342888	709439	SCOTT COMPANY DRUG TESTING	05/10/11	300 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00342889	192146	SEASIDE ENTERPRISES INC	05/10/11	138 15	MW	OH		
AP00342890	711766	SOUTHWASTE DISPOSAL LLC	05/10/11	2,810 00	MW	OH		
AP00342891	707542	SPRINT SPECTRUM LP	05/10/11	349 93	MW	OH		
AP00342892	713055	STARTEX TITLE CO	05/10/11	24 00	MW	OH		
AP00342893	712731	STARTEX TITLE/FED EX	05/10/11	24 00	MW	OH		
AP00342894	713337	SUNCOAST INVESTMENT GROUP LLC	05/10/11	100 00	MW	OH	RE	
AP00342895	195016	SUTHERLAND LUMBER SOUTHWEST I	05/10/11	694 66	MW	OH		
AP00342896	711227	TRIPLE B SERVICES LLP	05/10/11	593,927 21	MW	OH		
AP00342897	710161	TUBING AND METRICS HYDRAULICS	05/10/11	307 62	MW	OH		
AP00342898	711203	UNITED POWER AND BATTERY CORP	05/10/11	4,699 15	MW	OH		
AP00342899	406603	VERIZON	05/10/11	334 56	MW	OH		
AP00342900	709039	VICKERY KAY	05/10/11	34 68	MW	OH		
AP00342901	402963	WASTE MANAGEMENT INC	05/10/11	1,327 94	MW	OH		
AP00342902	251009	YARBROUGH, JANIS L	05/10/11	561 64	MW	OH		
AP00342903	713330	ZAHN, ROBERT EUGENE	05/10/11	100 00	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	1312,175 14	Number of Checks Processed	67
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	1312,175 14		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000180	161059	BOB PAGAN FORD INC	05/10/11	2,680 37	CX	OH		
FT00000181	712005	CIANBRO/BRASFIELD & GORRIE II	05/10/11	5364,245 44	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	5366,925 81	Number of Checks Processed	2
S U B T O T A L	5366,925 81		

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		1312,175 14	Number of Checks Processed			67
		Total Hand Written		0 00	Number of Checks Processed			0
		Total Reversals		0 00	Number of Checks Processed			0
		Total Cancelled		5366,925 81	Number of Checks Processed			2
		G R A N D T O T A L		6679,100 95				

AGENDA ITEM #1b

ORDER

On this the 10th day of May 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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

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

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending April 13th, 2011 and being salary warrant numbers **PY0332382.** The gross amount of such warrants are estimated **$ 5,373.94 for Supplemental Payroll #508, 2011.**

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

BY COMMISSIONER **DOYLE** THE ABOVE ORDER WAS PASSED THIS **10TH** DAY

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

COUNTY OF GALVESTON, TEXAS

Mark A Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED.

Cliff Billingsley, CPA
County Auditor

ORDER

On this the 10th day of May 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

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

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

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending April 13th, 2011 and being salary warrant numbers **PY0332381.** The gross amount of such warrants are estimated **$ 6,447.35 for Supplemental Payroll #608, 2011.**

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

BY COMMISSIONER **DOYLE** THE ABOVE ORDER WAS PASSED THIS **10TH** DAY

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

COUNTY OF GALVESTON, TEXAS

Mark A Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #1c

UNCLAIMED MONEY FUND
CORPORATE CLAIM FORM FOR
MULTIPLE PROPERTY

MAIL TO: COMPTROLLER OF PUBLIC ACCOUNTS
Unclaimed Property Division
P.O. Box 12046 Austin, TX 78711-2046
(512) 463-3670 or 1-800-321-2275

Submit COMPLETED claim form with the attached multiple property listing to this office You must be 18 or older to claim property

Claim Number **11353567**

Failure to provide your IDENTIFICATION, SIGNATURE, or COMPLETION OF THIS CLAIM FORM will result in our returning it to you

GALVESTON COUNTY
722 MOODY 4TH FL
GALVESTON, TX 77550-

BUSINESS CLAIMING THE PROPERTY

BUSINESS NAME: Galveston County
FEDERAL TAX ID 74-6000908
ADDRESS: 722 Moody Street
DAY TIME PHONE NUMBER 409-770-5301
CITY: Galveston
STATE: TX
ZIP CODE: 77550

YOU MUST ATTACH CORPORATE RESOLUTION OR AUTHORIZATION OF THE PARTNERSHIP ESTABLISHING YOUR AUTHORITY TO ACT FOR THE ABOVE NAMED BUSINESS.

NAME: Cliff Billingsley
ADDRESS: SAME
DAY TIME PHONE NUMBER 409-770-5301
CITY:
STATE:
ZIP CODE:

Are you the OWNER _____, *PARTNER* _____, *OR OFFICER* County Auditor

INDEMNITY AGREEMENT

For Value received, Galveston County, ***agrees to indemnify and hold harmless the Comptroller of Public Accounts from and against any and all liability, loss, or damages it may suffer as a result of claims, demands, costs, or judgements against it arising out of the issuance of a state warrant as payment in full for property on the UNCLAIMED PROPERTY-MULTIPLE PROPERTY LISTING attached hereto and incorporated herein by this reference. In the issuance of the above described warrant the Comptroller of Public Accounts is relying on this Indemnity Agreement and the attached Corporate Resolution or Authorization of the Partnership, granting the individual whose signature appears below authority to act on behalf of the Owner in making this claim. This Indemnity Agreement is subject to and governed by the laws of the State of Texas and is performable in its entirety in Travis County, Texas.***

Executed this 29 *day of* April, 2011

Cliff Billingsley — County Auditor
(Claimant Signature) *(Title or Representative Capacity)*

Galveston County
(Name of Business, Corporation, or Partnership)

Total payment should be made within 90 days from receipt of your completed claim form. If someone informs or assists you in claiming these funds, State Law limits the fees they may charge you to no more than 10% of the amount of the claim.

A law passed by the Texas Legislature requires a small handling fee for certain claims There will be NO FEE if your claim is not paid. The amount of the fee is 1 5% for all claims in excess of $100 If a fee is assessed it will be deducted from your claimed amount at the time of payment Payment should be received within 90 days from receipt of your completed claim form and proof of ownership

[redacted]

COMPTROLLER OF PUBLIC ACCOUNTS
Unclaimed Property Division
P.O. Box 12019 Austin, TX 78711-2019
(512) 463-3040 or 1-800-321-2274

Claim Number
11353567

GALVESTON COUNTY
Attention: CLIFF BILLINGSLEY - COUNTY AUDITOR
722 MOODY 4TH FL

GALVESTON TX 77550-

Attached is a list of remitted properties in the custody of the State Comptroller's Office as unclaimed funds. Properties on the detail listing are those in either your exact name, similar name or possible subsidiary(s) Please review this list and indicate EACH property you claim by initialing the "INITIAL TO CLAIM [ ]" box

Claim Summary :

Claim Number	-	**11353567**
Total Number of Properties	-	**223**
Value of Property Listed	-	**$53,876.69**

If you have any questions or need further information, please contact the Unclaimed Property Claims Section toll free nationwide at 1-800-321-2274 or our local number in Austin 512-463-3040.

Please Note: All properties on the attached list are subject to final verification by the State Comptroller's Office after a formal claim is submitted

AGENDA ITEM #1d

GALVESTON COUNTY, TEXAS

CONDENSED CONDITION OF FUNDS STATEMENT
AT January 31, 2011 (in 000's)

	Annually-Budgeted Funds		All Other
	General Fund	Other Funds	Funds
Assets and Other Debits			
Cash and Equivalents	$ 58,050	$ 61 382	$ 146 383
Investments	-	7,378	-
Receivables, Net	40,252	11,740	10,825
Capital Assets	-	-	266,698
Other Assets	6 341	2,051	144,479
Other Debits	-	-	363,283
Total Assets and Other Debits	$ 104 642	$ 82,550	$ 931,668
Liabilities, Equity and Other Credits			
Liabilities			
Accounts and Other Payables	$ 2,746	$ 2,998	$ 16,650
Other Liabilities	11,284	3,492	16,041
Payable - Restricted Assets	535	16,982	341
Bonds and Long-Term Payables	-	-	363,283
Total Liabilities	14,564	23,471	396,315
Equity	90 078	59,079	124 295
Other Credits	-	-	411,058
Total Liabilities Equity and Other Credits	$ 104,642	$ 82,550	$ 931,668

CONDENSED BUDGET STATEMENT
AT January 31, 2011 (in 000's)

	Annually-Budgeted Funds				All Other
	General Fund		Other Funds		Funds
	Budget	Actuals	Budget	Actuals	Actuals
Revenues and Sources	$ 111 225	$ 94,859	$ 64,511	$ 41,941	$ 24,295
Expenditures and Uses	134 098	35,163	116,613	34,799	39,339
Net	(22,873)	59 697	(52,102)	7,143	(15,044)
Equity & Other Credits, Beginning of Year	30 381	30,381	51,936	51,936	550,397
Residual Equity Transfers In	-	-	-	-	-
Residual Equity Transfers Out	-	-	-	-	-
Equity & Other Credits, End of Year	$ 7,508	$ 90,078	$ (166)	$ 59,079	$ 535,353

Amounts are expressed in thousands of dollars

This data is unaudited and is presented pursuant to Texas Local Government Code §114 023

Cliff Billingsley, CPA, Galveston County Auditor, P O Box 1418, Galveston Texas 77553-1418

Detailed financial information is available on our Internet web site

http www co galveston tx us/auditor auditorsoffice/

at the County Auditor's Office at 722 Moody, 4th Floor, Galveston, Texas, 77550

AGENDA ITEM #1e

COUNTY OF GALVESTON

MEMORANDUM

April 27, 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 10TH day of MAY, 2011, 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 February 28, 2011 the gross amount of such payment being $649,240.09

UPON MOTION OF THE COUNTY ~~COMMISSIONER~~ COUNTY JUDGE HENRY AND SECONDED BY COMMISSIONER DOYLE the above order was passed this 10TH DAY OF MAY, 2011 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

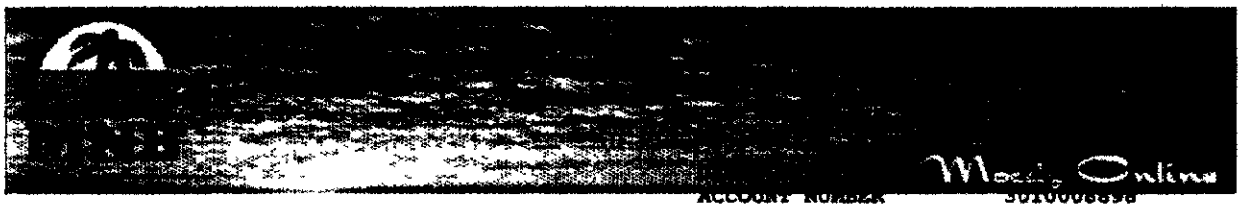
RECOMMENDED.

Cliff Billingsley,CPA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - MNB3010008898
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013056)
February 28, 2011

BALANCES PER THE BANK				
	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	$ 81,855.88	$649,350.70	$ 648,887 47	$ 82,319 11
DEPOSITS IN TRANSIT				
PRIOR MONTH CLAIMS FUNDING	-			-
CURRENT MONTH CLAIMS FUNDING		-		-
				-
OUTSTANDING CHECKS				
PRIOR MONTH				
77,271 49	(77,271 49)		(77,271 49)	-
CURRENT MONTH				
77,624 11			77,624.11	(77,624 11)
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	$ 5,834.84	$649,350 70	$ 649,240.09	$ 5,945 45

BALANCES PER THE BOOKS				
	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 5,710.01	$649,240 09	$ 649,240.09	$ 5,710 01
ADJUSTMENTS				
				-
INTEREST				-
January-11	124.83			124.83
February-11		110 61		110.61
ADJUSTED BALANCES PER BOOK	$ 5,834.84	$649,350 70	$ 649,240.09	$ 5,945 45



ACCOUNT NUMBER 3010008898
ENCL 1

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

NEW MOODY ONLINE BANKING CAPABILITY - CUSTOMER PASSWORD SELF RESET
GO TO THE LOGIN PAGE AT WWW MOODYBANK COM FOR INFORMATION ON THIS NEW FEATURE

CHECKING ACCOUNTS

VIEW OUR PRIVACY STATEMENT ONLINE AT WWW MOODYBANK COM

COMMERCIAL CHEX + NOW CHECKING		NUMBER OF ENCLOSURES	1
ACCOUNT NUMBER	3010008898	Statement Dates 2/01/11 thru	2/28/11
PREVIOUS BALANCE	81,855 88	DAYS IN THE STMT PERIOD	28
5 DEPOSITS/CREDITS	649,240 09	AVERAGE DAILY BALANCE	96,128 77
5 CHECKS/DEBITS	648,887.47	AVERAGE COLLECTED BAL	96,128 77
SERVICE CHARGE	00	Interest Earned	110 61
INTEREST PAID	110 61	Annual Percentage Yield Earned	1 51%
CURRENT BALANCE	82,319 11	2011 Interest Paid	235 44

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

AGENDA ITEM #1f

COUNTY OF GALVESTON

MEMORANDUM

April 27, 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 the 10th day of May, 2011, 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 February 28, 2011 the gross amount of such payment being $34,481 95

UPON MOTION OF THE COUNTY ~~COMMISSIONER~~ COUNTY JUDGE HENRY AND SECONDED BY COMMISSIONER DOYLE the above order was passed this 10TH DAY OF MAY, 2011 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 6124-000000-1013055)
February 28, 2011

BALANCES PER THE BANK

		BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK		$ 39,129.17	$ 33,956.28	$ 63,192 38	$ 9,893 07
DEPOSITS IN TRANSIT					
PRIOR MONTH		-		-	-
			-		-
OUTSTANDING CHECKS					
PRIOR MONTH	39,933 90	(39,933 90)		(39,933 90)	-
CURRENT MONTH	11,223 47			11,223 47	(11,223 47)
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
					-
ADJUSTED BALANCES PER BANK		$ 1,450 95	$ 33,956 28	$ 34,481 95	$ 925 28

BALANCES PER THE BOOKS

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 387 49	$ 33,935 91	$ 32,079 11	$ 2,244 29
Book Adjustments				-
10/13/10 Cks 12402 & 12415 Reversed	1,041 18			1,041 18
2/28/11 Feb Claims Fnded in Mar - JE00032345 - EFT 12293			2,402 84	(2,402 84)
Interest				-
Jan -11	22 28			22 28
Feb - 11		20 37		20 37
ADJUSTED BALANCES PER THE BOOKS	$ 1,450 95	$ 33,956 28	$ 34,481.95	$ 925 28

ACCOUNT NUMBER 3010009748
ENCL 84

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

NEW MOODY ONLINE BANKING CAPABILITY - CUSTOMER PASSWORD SELF RESET
GO TO THE LOGIN PAGE AT WWW MOODYBANK COM FOR INFORMATION ON THIS NEW FEATURE

CHECKING ACCOUNTS

VIEW OUR PRIVACY STATEMENT ONLINE AT WWW MOODYBANK COM

COMMERCIAL CHEX + NOW CHECKING		NUMBER OF ENCLOSURES	84
ACCOUNT NUMBER	3010009748	Statement Dates 2/01/11 thru	2/28/11
PREVIOUS BALANCE	39,129 17	DAYS IN THE STMT PERIOD	28
7 DEPOSITS/CREDITS	33,935 91	AVERAGE DAILY BALANCE	17,701.29
84 CHECKS/DEBITS	63,192 38	AVERAGE COLLECTED BAL	17,701 29
SERVICE CHARGE	00	Interest Earned	20 37
INTEREST PAID	20 37	Annual Percentage Yield Earned	1 51%
CURRENT BALANCE	9,893 07	2011 Interest Paid	42 65

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

AGENDA ITEM #2

Summary of Bi-Weekly Personnel Movements

Pay Period 9 April 14 - April 27, 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 50						0							0						0
Facilities	19 0	1					1							0						0
Professional Services	6 0						0							0						0
Road District #1	5 0						0							0						0
County Judge	3 0						0							0						0
County Commissioners	8 0						0							0						0
Tax Office	51 0	1					1	1		1	1			3		1				1
County Auditor	33 0						0							0						0
County Clerk	43 0						0	1						1						0
County Clerk Records Mgmt	11 0						0							0						0
County Clerk Elections	6 0						0							0						0
Purchasing Agent	8 0						0							0						0
County Treasurer	7 0	1					1							0						0
Veterans Service	2 0						0							0						0
Human Resources	5 0						0							0						0
County Legal	6 0						0							0						0
Justice Administration	9 0						0							0						0
District Courts	19 0						0							0						0
County Courts	11 0						0							0						0
County Probate Court	6 0						0							0						0
Justice Courts	42 5						0							0						0
District Clerk	50 5	1			2		3							0	1					1
District Attorney/Jury & Trial	72 5						0			2				2						0
Pre-Trial Release	8 0						0							0						0
Sheriff	429 0	4					4	1						1	1					1
Constables	39 0						0							0						0
Social Services	14 0						0							0						0
Child Welfare	1 0						0							0						0
Senior Services	10 0						0							0						0
Emergency Management	7 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	4 0						0							0						0
Information Technology	51 0	1					1							0						0
County Parks	40 5				1		1							0						0
Beach Parks	1 5						0							0						0
Museum	2 0						0							0						0
Road & Bridge/Drainage/Beach	73 0	2					2							0						0
County Health District	11 0						0							0						0
Law Library	1 0						0							0						0
County Records Management	1 0						0							0						0
Juvenile Probation	68 0						0							0						0
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	4 0						0							0						0
Grand Total	1232 0	11	0	0	3	0	14	3	0	3	1	0	0	7	2	1	0	0	0	3
Job Applications Received	95																			

Revised 03/11

AGENDA ITEM #3

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Freeman Mendell
Chief of Staff

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 4, 2011

Ms. Faye Prevot
Senior Planner, Regional Homeland Security
Houston-Galveston Area Council
3555 Timmons Lane
Houston, TX 77227

Re: Appointment of Alternate to Regional Homeland Security Coordinating Council

Dear Ms Prevot·

By his signature below, Michael Stokes, Homeland Security Coordinator for Galveston County, agrees to serve as the principal alternate to John Simsen, Emergency Management Coordinator, on the Regional Homeland Security Coordinating Council

Per the RHSCC bylaws, I hereby recommend Mr Stokes be appointed the Galveston County alternate for service on the Council Mr. Stokes will replace Colin Rizzo, who previously was appointed alternate but has been reassigned to other duties.

Respectfully,

Mark Henry
County Judge

Michael Stokes
Homeland Security Coordinator

Cc Mr John Simsen

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

Houston- Galveston Area Council Regional Communications Advisory Group	
Purpose:	Provide regional governance for interoperable communications within the thirteen-county area
Composition:	28 members 1 primary member and 1 alternate, for each county and the City of Houston. All members appointed by the county judges and the mayor of the City of Houston. Appointees should have an understanding of operational and policy considerations with a first responder (law enforcement, fire, or emergency medical services) background
Meets:	Annually, with other meetings as needed to fulfill data requests from the State
Term:	Once appointed, individuals will serve until replaced at the discretion of the appointing authority
Staff Contact:	Please return forms to Heather Brown via e-mail (heather brown@h-gac com) or by fax (713-993-2412).

Primary Member Information					
Jurisdiction:	Galveston County				
Name:	Colin Rizzo				
Title:	Emergency Operations Coordinator				
Agency:	Galveston County Office of Emergency Management				
Street Address:	1353 FM 646 West, Suite 201				
City:	Dickinson	**State:**	TX	**Zip:**	77539
Telephone Number:	281-534-8460	**E-Mail Address:**	Colin.rizzo@co.galveston tx.us		

Alternate Member Information					
Name:	Mike Stokes				
Title:	Homeland Security Coordinator				
Agency:	Galveston County Office of Emergency Management				
Street Address:	1353 FM 646 West, Suite 201				
City:	Dickinson	**State:**	TX	**Zip:**	77539
Telephone Number:	281-309-5001	**E-Mail Address:**	Mike stokes@co.galveston tx us		

Appointed By:	**County Judge Mark Henry**	**Date:**	5/4/11
Signature:	Mark Henry		

AGENDA ITEM #4

BAY AREA HOUSTON
Economic Partnership

RECEIVED
MAY 0 2 2011
GALVESTON COUNTY JUDGE

April 21, 2011

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

Dear Judge Henry

Enclosed is the Bay Area Houston Economic Partnership's quarterly report for January 1, 2011 - March 31, 2011

We appreciate your participation and continued support of Bay Area Houston Economic Partnership If you have any questions, please do not hesitate to call me at 832.536.3255

Sincerely,

Bob Mitchell
President

Enclosures· Quarterly Report

cc Commissioner Patrick Doyle
Commissioner Kevin O'Brien
Commissioner Stephen Holmes
Commissioner Ken Clark
Lanny Brown

P O Box 58724 Houston Texas 77258-8724
Voice 832 536 3255 Fax 832 536 3258 www bayareahouston com

BAY AREA HOUSTON
Economic Partnership

RECEIVED
MAY 0 2 2011
GALVESTON COUNTY JUDGE

April 21, 2011

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

Dear Judge Henry

Enclosed is the Bay Area Houston Economic Partnership's quarterly report for January 1, 2011 - March 31, 2011

We appreciate your participation and continued support of Bay Area Houston Economic Partnership If you have any questions, please do not hesitate to call me at 832 536 3255

Sincerely,

Bob Mitchell
President

Enclosures Quarterly Report

cc Commissioner Patrick Doyle
Commissioner Kevin O'Brien
Commissioner Stephen Holmes
Commissioner Ken Clark
Lanny Brown

P O Box 58724 Houston Texas 77258-8724
Voice 832 536 3255 Fax 832 536 3258 www bayareahouston com

Galveston County Activities Report

January – March 2011

Bay Area Houston Economic Partnership
P.O. Box 58724
Houston, Texas 77258

Galveston County

Bay Area Houston Economic Partnership
January 2011 – March 2011
Galveston County Activities Report

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Section 1

Special Honors

Business Assistance Programs

Section 1

Special Honors

Senator Kay Bailey Hutchison Receives 2011 Quasar Award
Bay Area Houston Economic Partnership presented its prestigious 2011 Quasar Award for exceptional leadership in economic development to United States Senator Kay Bailey Hutchison during its annual Quasar Award Banquet on Jan. 21, 2011, at the South Shore Harbour Resort and Conference Center The senator received the award in acknowledgment of her successful campaign to get the Senate to pass the NASA authorization bill, which saved thousands of NASA jobs, and for her strong leadership on behalf of Ellington Field The sold-out event was an outstanding success Bob Mitchell of BAHEP said, "Senator Hutchison has been a champion for many initiatives that make a huge difference in the economy of the Bay Area Houston region – aerospace, education, healthcare, and Ellington Field It was a privilege for us to be able to honor her with BAHEP's Quasar Award in recognition of her outstanding work " Robert Ellis, 2011 BAHEP board chairman and group president of Wyle Integrated Science & Engineering Group, said, "Our community, our region has benefited greatly due to the determination and vision of Senator Kay Bailey Hutchison She has served the State of Texas well We wish her the very best in the concluding years of her public service and in the new chapter of her life that will follow " Among the more than 650 attendees were **Galveston County Judge Mark Henry, Commissioner Ken Clark, Commissioner Kevin O'Brien, State Sen. Mike Jackson, State Rep. Larry Taylor, and elected officials from Dickinson, Friendswood, Jamaica Beach, Kemah and League City.**

Business Assistance Programs

Galveston County Transition Meeting
On March 23, 2011, Bob Mitchell of BAHEP met with Galveston County Community Services Director Lanny Brown, Galveston County Economic Alliance President Don Gartman and Galveston Economic Development Partnership President Jeff Sjostrom to discuss Galveston County's transition from its previous administration

Galveston County Projects Reviewed at Prospect Review Meeting
BAHEP staff members reviewed their projects on March 24, 2011, with city, county and member representatives, and discussed upcoming marketing opportunities and trends Reports on economic development activities were provided by each city and county representative Attendees were **Karen Capps, City of Friendswood; Angela Forbes, City of Dickinson**, Kevin Venable, AMOCO Federal Credit Union, Stacey Osborne, City of La Porte, Johnny Smith and Ruben Munoz, Waste Connections of Texas, Glenn Bratcher and John Haas, GSL Welcome Group, Kent Dussair, CDS Market Research, Chris Reed and Mary Chambers, City of Nassau Bay, Jeff Mickler, Jacob White Construction; Teresa Vazquez-Evans, City of Seabrook; Jeanette Holt, J Holt Properties, Karen

Coglianese, City of Webster, Kimberly Fleming, Maxim Group, Mark Witte, J A Billipp Co , Jamie Ballard, Regions Bank; Susie Allen and Jean Ann Spivey, Harris County, Paul Davis, City of Pasadena, Doug Freedman, United Equities, Keith Miceli, Port of Houston Authority, Dane McKitrick, LCS Constructors, John Collins, Collins & Assoc , Zan Shafer, Water & Power Technologies; and Bob Mitchell, Barbara Cutsinger, Dan Seal, Paul Chavez and David Braun of BAHEP

BayTran State of the Counties Address Features County Judge Mark Henry
Bob Mitchell, along with BAHEP staff members, attended the Bay Area Houston Transportation Partnership 12th Annual State of the Counties Address on March 3, 2011 in downtown Houston The program featured reports from **Galveston County Judge Mark Henry**, Brazoria County Judge Joe King, and Harris County Judge Ed Emmett

Dickinson Economic Development Corp. Learns about BAHEP
Barbara Cutsinger of BAHEP gave a presentation to the Dickinson Economic Development Corp new board members on Feb 7, 2011, on BAHEP's economic development initiatives and how the organization works with the city to achieve its economic development goals EDC Board Member Libby Moreno commended BAHEP for its newsletter, *Business Development Update*, which is distributed five times a year

BAHEP Participates in Friendswood City Council and CEDC Meetings
Dan Seal attended the Friendswood Community Economic Development Committee (CEDC) meeting on March 2, 2011, to discuss current economic issues in Friendswood Seal also attended the Friendswood City Council work session on March 21, 2011, to discuss community goals, economic development incentives, and future target prospects for the city

Friendswood State of the City Address
BAHEP's Dan Seal attended the Friendswood State of the City luncheon on March 3, 2011, to hear Mayor David Smith's address Mayor Smith described the city's accomplishments and discussed the upcoming challenges

BAHEP Attends Kemah Community Development Corp. Meetings
Dan Seal and Harriet Lukee attended Kemah Community Development Corp meetings during this report period to provide information if requested

BAHEP Attends League City Comprehensive Plan Event
Dan Seal and Barbara Cutsinger of BAHEP attended the League City open house on the new vision for economic development in League City called the Comprehensive Plan – Year 2035 The event on March 23, 2011, consisted of a visual presentation by Tony Allender, director of Land Management, and Marcus Jahns, city manager Attendees included League City Mayor Toni Randall, Mayor Randall's Chief of Staff David Benson, and City Council Member Tim Paulissen.

BAHEP Legislative Agenda for 82nd Texas Legislative Session
The Clear Lake Area Chamber of Commerce and BAHEP partnered to take a joint legislative agenda to the State Capitol on Feb. 16, 2011 Fifty-six travelers participated in this highly successful trip led by BAHEP's Political Protocol Committee, chaired by Marcy Fryday of Lakewood Yacht Club The delegation made a total of 61 scheduled visits with legislators on key appropriations committees. The legislative agenda included Education Priorities, Maritime Jobs Preservation, Ellington Field Joint Reserve Base, Aerospace - Human Space Exploration, Healthcare - Small Business Perspective, State Franchise Tax - Small Business Perspective, and Telecommunications Priorities Resolutions for Ellington Field JRB and Aerospace - NASA were read on both the Senate and House of Representatives floors. The delegation held follow-up meetings with **Senator Mike Jackson, Representatives John Davis, Larry Taylor, Ken Legler and Randy Weber**, who had previously reviewed and provided input to the legislative priorities Trip sponsors were AT&T and AMOCO Federal Credit Union, both BAHEP members. See Section 8 Attachments for a description of the legislative priorities.

Preserving Jobs in the Marine and Tourism Industries
BAHEP has worked hard to maintain the region's waterfront lifestyle, including working in tandem with the Gulf Coast Yacht Brokers Association to modify Texas' Sales & Use Tax laws and regulations to make them user-friendly and competitive with recent changes in other states' tax laws The net effect will be more jobs for service company employees, boat repair facilities, fuel docks, marinas, restaurants, hotels, vendors, crews, etc. Additionally, the waterfront lifestyle motivates many families to acquire a second vacation home or boat locally, and it is a major driver of visitation and tourism to this area. This initiative resulted in the "Maritime Jobs Preservation" legislative priority taken to the 82nd Legislative Session on Feb 16, 2011

Preservation of Galveston Bay Ecosystem
Bob Mitchell and Dan Seal of BAHEP met with Bob Stokes, president, and Scott Jones, Environment Policy and Outreach specialist of the Galveston Bay Foundation, on Jan 31, 2011, to discuss fresh water inflows to Galveston Bay, the overall health of the Galveston Bay ecosystem, and the impact that pending Texas Commission on Environmental Quality water restrictions could have on Galveston Bay oyster beds BAHEP members believe that we need to preserve the health of this valuable body of water On March 17, 2011, the Galveston Bay Foundation made a presentation to BAHEP's International Maritime Advisory Committee on fresh water in-flows and the impact on oyster beds.

Ike Dike - Storm Surge Protection
Dan Seal of BAHEP attended a meeting convened by Dr. William Merrell, interim CEO, Texas A&M University at Galveston, on March 11, 2011 Dr Merrell has been instrumental in exploring storm surge suppression solutions It was decided that Dr. Merrell would brief Galveston County Judge Mark Henry on the status of the Ike Dike

Houston Region Economic Development Alliance Meeting
Barbara Cutsinger and Dan Seal of BAHEP attended the HREDA meeting on Feb. 7, 2011, to discuss economic developments and best practices with 35 Houston area ally economic development organizations. Discussions included alternative sources for state-wide economic data, since the state will no longer fund "Sites on Texas," a tool used by many organizations including BAHEP Carlton Schwab, Texas Economic Development Council president, gave a report on how he thought the 82nd Legislature would impact economic development issues He said the Texas Enterprise Fund would probably be reduced tremendously but not eliminated Schwab said there would likely be little support for continuing the Emerging Technology Fund He stated that other states are incentivizing prospects to bring in business Recently, a solar panel prospect considering Freeport, Texas, decided to locate in Michigan instead for $50 million in incentives. Economic development allies include **Galveston Economic Development Partnership, City of Friendswood Community and Economic Development Committee, City of Texas City Management Services and City of La Marque Economic Development Corporation.**

UTMB Healthcare to be Featured in BAHP's 'Celebrating Wellness & Technology Festival'
The 'Celebrating Wellness & Technology Festival' planned for April 10, 2011, was the focus of the Mar 22, 2011, Healthcare Partners Committee meeting. The festival, along with other activities, is designed to help BAHEP's healthcare members educate the community about available healthcare in the Bay Area in order to stop the out-migration to medical facilities outside the region. Attending the regular healthcare meeting· **Kelly Cassity, UTMB Health; Sarah Piel, UTMB Health; Cissy Matthews, College of the Mainland; Michele Hay, The Eye Clinic of Texas**, David Stang, SSCI Environmental; Gina Manlove, John Manlove Marketing & Communications; Janet Harreld, San Jacinto College; John Collins, Collins & Associates, Lea Varisco, Memorial Hermann Southeast, Mike Beck, Brady Chapman Holland & Assoc.; Monica Millican, Prime Lending, Myrna Baker, CHRISTUS St John, Nancy Rivera, Devereux Texas Treatment Network; Stacey Osborne, City of La Porte; and Tommy Tollett, Tommy's Restaurant Oyster Bar.

Galveston County Officials Hear Address to BAHEP Membership Meeting
Galveston County Commissioner Ken Clark, Kemah Council Member Robin Collins and Twila Lindblade of Congressman Ron Paul's office were among the more than 140 elected officials and business leaders that heard Harris County Precinct 2 Commissioner Jack Morman address the BAHEP general membership meeting on March 23, 2011. He first discussed NASA's budget and his commitment to assist BAHEP in its efforts to assure that NASA maintains a viable human space exploration program The commissioner also expressed his support for BayTech, a consortium of BAHEP members that will connect non-space related jobs to federal agencies that need research and development assistance He gave an overview of his initiatives to build roads, maintain parks, and provide county services that are needed to improve and encourage economic growth in the region

Inside Clear Creek Independent School District
Harriet Lukee of BAHEP attended Inside CCISD meetings on Jan. 28 and Feb. 25, 2011, to gain insight into educational programs offered to students and how the district creates a climate of success for its 37,000 students. During the two meetings, Superintendent Dr Greg Smith gave presentations covering student attendance, state ratings, graduation rates, cost savings measures, curriculum development and funding issues being addressed by the 82nd Texas Legislature The Inside CCISD attendees were given tours of various school classes including the Gateway to Technology and Synergistics Laboratory where the group observed students hard at work designing a 3-D modular mechanism

Sen. Cornyn Keynote Speaker at Houston Maritime Association Luncheon
At the invitation of Captain Tom Tray, vice president and general manager, Marine Division, Bay-Houston Towing Co , BAHEP's Bob Mitchell attended the Houston Maritime Association Luncheon on Jan 18, 2011, featuring guest speaker U S Sen. John Cornyn, who spoke on the importance of the industry and the implications to the region from the widening of the Panama Canal

State of the Economy Address by Noted Economist and Sociologist
BAHEP held its Fourth Annual State of the Economy general membership meeting on Feb. 14, 2011 Well-known economist Robert F. Hodgin, Ph D., University of Houston Clear Lake, and Stephen Klineberg, Ph.D , co-director of Rice University's Kinder Institute for Urban Research, spoke to the large luncheon gathering about trends in Texas, Houston, and the nation. Hodgin had cautiously optimistic news for the BAHEP members He noted that the U S economy is well into the recovery phase of the business cycle. The Clear Lake region, Houston and Texas all show up-turns in activity with total employment and total spending rising. Hodgin added that the double dip recession threat is gone along with that of deflation. Both the recovery and future growth appear to be sustainable Hodgin concluded his presentation stating that the number one U S. goal is to reach and sustain a growth rate of 3 5 percent per year to absorb job seekers and to moderate, but not totally resolve, the federal debt quandary Klineberg said, "There has been a fundamental and irreversible transformation to the ethnic composition of the Texas, Houston, and American population which can be seen nowhere more clearly than in Houston. The United States is becoming a microcosm of the world. By 2040 the entire population of the United States will be majority minority. The American future is here in Houston now " More than 150 business leaders and elected officials were in attendance.

Ellington Field Economic Development Initiatives
Bob Mitchell of BAHEP met with Col. Ken Wisian, commander of the 147th Reconnaissance Wing, Texas Air National Guard, on Feb 1, 2011, to discuss which BAHEP legislative priorities for the 82nd Legislative Session affect Ellington Field. Discussions also included potential partnerships and growth opportunities for the Texas Air National Guard On Feb 24, 2011, Dan Seal of BAHEP met with Col Wisian, Ellington Airport Manager Brian Rinehart, and John Martinec and Gene Tulich, co-chairs of BAHEP's Ellington Field Task Force, to discuss future military expansion needs at Ellington Field.

BAHEP Participates in Plant Manager Meetings
BAHEP's Paul Chavez attends the Bayport area industrial district plant manager meetings on a monthly basis to network with peers within the industry and to discuss projects as well as issues facing the industry During the January 2011 meeting, discussions centered on upcoming legislative issues and plans for Texas Chemical Day in Austin Additionally, there was a discussion on plant expansions The February 2011 meeting also focused on last minute issues with Texas Chemical Day, the upcoming Caring for Texas event, and energy issues.

Maritime Committee Strategic Plan
Dan Seal of BAHEP collaborated with steering committee members of its International Maritime Advisory Committee (IMAC), including Griffin Communications Group and Amstel Holdings, Inc., to initiate development of a three-year strategic plan for IMAC IMAC, led by Chair Captain Tom Tray, vice president and general manager, Marine Division, Bay-Houston Towing Company, completed its third year in 2010, and the objective of the new plan is to update and revise its goals for the next three years

BayTech, Public/Private Consortium
BAHEP continues work to form BayTech, a public/private 501(c)(3) non-profit corporation, to capitalize on this region's vast knowledge base to meet the research and development needs of various federal agencies. The goals are to create and preserve Bay Area Houston jobs and generate revenue streams for consortium participants BayTech will act as a liaison between the government funding agencies and participant partners allowing participants to focus on research and technology solutions, freeing the participants from the administrative demands of the projects. Meetings to assess progress, develop partnerships and secure support for BayTech include the following

- Attorney and BAHEP member Joe Barlow on Jan. 7, 2011, to assess progress on the formation of this 501(c)(3) non-profit corporation
- Dr. Lei Yu, Dean of TSU's College of Science & Technology, to discuss Texas Southern University's involvement in BayTech.

BAHEP Facilitates Meeting between Regional Cities and IEDC
BAHEP arranged a meeting between representatives of the International Economic Development Council (IEDC) and Bay area regional cities on Jan 12, 2011, to discuss how to recover from non-natural disasters that affect communities The IEDC is a non-profit membership organization that serves the economic development profession with its members representing city economic development organizations, chambers of commerce, technology development agencies, educational institutions and redevelopment authorities

Small Business Committee Learns about State Legislative Process
Galveston County Tax Assessor Cheryl Johnson presented a step by step approach on how to effectively participate in the legislative process on Jan 19, 2011: 1 Identify laws that affect your issue; 2 Identify which legislative committees those laws move through and, 3. Go online (www capitol.state.tx us) and sign up for bill and committees alerts, then review bills and track their movement, provide input through telephone calls, faxes, e-mails, personal testimony, and letters to the editor This was a very enlightening meeting and was well received by the 25 small business members in attendance

Economic & Real Estate Outlook Symposium
The keynote speaker for the event was Ted Jones, senior vice-president and chief economist for Stewart Title. His presentation focused on economic news and indicators regarding the residential real estate market but included information on manufacturing, investments, and global events that impact the region Barbara Cutsinger of BAHEP attended and networked with real estate professionals in the audience to develop project leads More than 60 people representing the Houston real estate industry were in attendance.

Colliers Global Commercial Real Estate Market Update
Ross Moore, Colliers International chief economist, provided economic news on commercial real estate, import/export, inflation, employment and banking at the Feb. 23, 2011, event Barbara Cutsinger represented BAHEP and networked with commercial real estate professionals to develop project leads.

BAHEP Five-Year Strategic Plan
Bob Mitchell of BAHEP met with Don Kelly/ Encore Business Consulting, Inc., and Glenn Freedman, EduSafe Systems, Inc., on March 15, 2011, to outline BAHEP's strategic plan for the next five years Kelly and Freedman will work with the BAHEP board and membership to develop the plan

BAHEP *Cited for Initiatives to Bring Space Shuttle Orbiter to Region*
NASA's decision not to select Houston as the home of a retired space shuttle orbiter was best stated by Harris County Commissioner Jack Morman during a recent news announcement who stated, "I want to acknowledge the citizens of the Bay Area and veterans of the NASA family who have worked so hard to bring a Space Shuttle Orbiter home to Houston. The Bay Area Houston Economic Partnership worked tirelessly during this effort There is no shame in losing when the deck is stacked against you. This was a political decision. There is no other explanation."

Section 2

Current BAHEP Projects

Section 2

Current BAHEP Projects within the Bay Area Houston region

BAHEP is currently pursuing **12** project leads in the **Galveston County.**

Entities involved	Project Name	Business Type	Jobs	Acreage	Required Sq. Ft.
BAHEP	MD	Biotech	N/A	N/A	3,000
BAHEP	Wound Up	Manufacturing	N/A	20	N/A
BAHEP	Hunt	Museum	N/A	N/A	10,000
BAHEP	Stonewall	Continuing Care Facility	220	8	N/A
BAHEP	Knoll	Office	N/A	N/A	7,000
BAHEP	Foil	Manufacturing	200	15	0
BAHEP	Ed	Distribution	5	N/A	10,000
BAHEP	JFK	Aerospace	550	N/A	150,000
BAHEP	Analee	Medical	N/A	N/A	10,000
BAHEP	Triage	Institutional	200	30	80,000
BAHEP	Care	Healthcare	50	16	N/A
BAHEP	Rubber Ducky	Recreation/Sports	30	10	N/A
			1,255	**99**	**270,000**

Section 3

Marketing and Sales

Section 3

Marketing

Panama Canal Expert Provides Insight into Local Ports' Growth
Dan Seal of BAHEP met with Brad Walker, president of E-ndeavor Program Management, Inc , a Panama Canal consultant, on Mar 2, 2011, to learn of the predictions on future growth potential for the ports in the Galveston – Houston region The expansion of the Panama Canal, with a third set of locks, will double the capacity of the canal in 2014 by allowing more and larger ships to transit Galveston - Houston region ports are anticipating a significant increase in shipping traffic and cargo as a result of this expansion project

BAHEP Continues to Recruit Aeronautical University to Bay Area Houston
Dan Seal is working with senior executives from Embry-Riddle Aeronautical University (ERAU) to assist in filing an application for the Texas Enterprise Fund BAHEP, working in conjunction with the Houston Airport System (and others), has developed an incentive package worth several million dollars to attract ERAU to the Houston area ERAU is the world's oldest, largest, and most prestigious university specializing in aviation and aerospace This will be the third campus for the university, which will consist of 1,000 students and 300 employees The list of potential locations for ERAU's campus was whittled down to two locations including Houston

First Annual Stavanger-Houston Space - Energy Conference
BAHEP hosted the First Annual Stavanger-Houston Space - Energy Conference in which a delegation of 80 inbound representatives from Norway businesses collaborated with representatives from NASA Johnson Space Center and the local aerospace contractor community on Feb 8 - 9, 2011 The objective of this event was to discuss, define, select, and describe collaborative projects between the Norwegian energy industry and the U S space sector The exciting program was comprised of three workshops which ran in parallel covering Robotics, Safety and Mission Assurance, and Materials Dan Seal conducted a teleconference on March 31, 2011, with Dick Sanger, chair of BAHEP's International Business Development Committee, and Knut Oxnevad, liaison to Stavanger, Norway, energy companies, to discuss and follow up on opportunities flowing out of the conference The Norwegian delegation will return to Houston for additional meetings during the Offshore Technology Conference, May 2-5, 2011

2011 Chemicals Day at Texas Capitol a Big Success
Paul Chavez of BAHEP and more than 150 chemical industry executives, site leaders, and environmental, health and safety personnel attended the very successful Texas Chemical Council/Association of Chemical Industry of Texas "Chemicals Day" at the Texas Capitol on March 9, 2011 "Chemicals Day gives industry representatives the opportunity to meet with elected officials to discuss the importance of the chemical industry in Texas," said TCC President Hector Rivero "It's a great opportunity to promote how our industry enhances the daily lives of Texans " Chavez and other attendees were briefed on key industry issues, and heard from Senate Natural Resources Committee Chairman Troy Fraser (R-

Horseshoe Bay) and House Environmental Regulation Committee Chairman Wayne Smith (R-Baytown) The group also heard from Governor Rick Perry's Legislative Director Ken Armbrister and House Speaker Joe Straus' General Counsel Jesse Ancira One way the group educated the legislative offices about the industry was to deliver a reusable plastic shopping bag containing consumer products made from materials at TCC/ACIT member Texas facilities Some of those products include a bottle of water, soap, salt and pepper, aluminum foil and post-it notes just to name a few The TCC Outreach Committee delivered about 275 bags to legislative offices

Texas Economic Development Council Conference
Paul Chavez attended the TEDC meeting in Austin, Texas, on Feb 16 – 18, 2011 This conference focused on legislative issues as well as workforce training concerns, manufacturing trends in Texas, competitive marketing ideas, Texas' budget challenges, and rural issues One highlight from this conference included a lengthy report on the manufacturing sector in Texas and how it compares to the rest of the U S , as well as Mexico and China Interestingly enough, Texas features a *lower* risk/cost factor in every category for new business development except for labor cost. However, the perception that it is cheaper to conduct business in China and Mexico continues to prevail Economists and consultants noted that the tide is starting to turn back towards U S -based manufacturing, with a strong look at the Texas market

Gulf Coast Medical Device Manufacturers Reception
This event was sponsored by MediTech Strategic Consultants, B V , held on Jan 18, 2011 Barbara Cutsinger of BAHEP attended to network with Houston area medical device representatives to develop project leads MediTech Marketing Director Kristen Weikel, formerly with the Greater Houston Partnership, organized the event Cutsinger met with representatives of the Human Genome Sequencing Center at Baylor College of Medicine, Life Sciences & Financial Services for United Kingdom Trade & Investment, British Consulate-General, and Uson L P , which specializes in leak detection

Commercial Real Estate Research Forum Hears Economic Outlook
Barbara Cutsinger of BAHEP attended the Commercial Real Estate Research Forum luncheon on Feb 9, 2011, to network with the researchers who work in Houston's large commercial brokerage and market research firms. Patrick Jankowski, Research vice president, Greater Houston Partnership, presented GHP's "Regional Economic Outlook " Jankowski's concluding remark was that the long-term outlook for Houston is good Twenty researchers from the research departments at commercial brokerage companies were in attendance

Hot Projects Presentation to Women's Council of Realtors
Barbara Cutsinger of BAHEP gave her Hot Projects presentation to about 90 realtors on Feb 10, 2011 The audience included BAHEP members Marilyn Burt, Coldwell Banker, and Tom Brown Patriot Bank

Bay Area Commercial Real Estate Network Meeting
The keynote speaker for the Feb 17, 2011, BACREN meeting was Pasadena Mayor Johnnie Isbell who addressed the economy, Harris County and new growth

in Pasadena Barbara Cutsinger of BAHEP attended the meeting to network with local and Houston-area commercial brokers to obtain leads on new development

BAHEP Attends Heli-Expo to Promote Ellington Airport
Dan Seal attended the Heli-Expo annual meeting and conference in Orlando, FL, March 4-8, 2011, to promote site location opportunities for Ellington Airport Seal, along with Gwen Wagner of CenterPointe Energy and Craig Rhodes of the Greater Houston Partnership, met with prospects to discuss the advantages of Ellington Airport and the Houston Region

Commercial Real Estate Research Forum
Barbara Cutsinger of BAHEP attended the March 9, 2011, meeting of the Commercial Real Estate Research Forum to develop project leads by networking with the researchers who work in Houston's large commercial brokerage and market research firms

Bay Area Commercial Real Estate Network
Barbara Cutsinger of BAHEP attended the Bay Area Commercial Real Estate Network meeting on March 17, 2011, to connect with local and Houston-area commercial brokers in order to maintain face-to-face presence of our organization and obtain leads on new development

BIC Alliance Hosts Annual Appreciation Event
Barbara Cutsinger of BAHEP attended BIC Alliance Magazine's Fourth Annual Industry Appreciation day at South Shore Harbour Resort & Conference Center to network with the various industries in attendance Earl Heard, founder of BIC Alliance, and James Hutton of Alligator Management & Marketing, gave presentations during the seminar Heard's presentation was 'winning strategies for doing business in industry' and Hutton's was 'suggestions for career enhancement ' BIC Magazine is one of the largest multi-industry publications targeting the petrochemical, refining, construction, power generation, and pulp and paper industries

Section 4

Advertising, Public Relations and Media Communications

Section 4

Advertising, Public Relations, and Media Communications

Regional Print Media Featuring BAHEP
Numerous publications, including *The Houston Chronicle, The Bay Area Citizen, The Pasadena Citizen* and *The Friendswood Journal,* publish Bay Area Houston's *Business to Business* update monthly as well as BAHEP news releases Story topics include economic development news, the Space Alliance Technology Outreach Program, and other information relevant to the region's business community Copies of the most recent issues are attached and can be found on BAHEP's Web site at
http //www BayAreaHouston com/Home/NewsRoom/NewArticles/

Regional Online Media Featuring BAHEP
Guidry News Service publishes BAHEP news releases on events and services in Bay Area Houston Guidry News Service is based in midtown Houston with offices in downtown Beaumont and downtown Galveston

BAHEP's E-News Publications
The e-newsletter, *The Business Development Update,* produced by BAHEP five times a year, is available online and distributed to more than 2,500 commercial brokers, developers and site consultants *The Business Development Update* includes information regarding commercial, office, industrial, residential, retail and infrastructure development in Bay Area Houston This publication was distributed on April 8, 2011, and is attached in Section 6 It can also be found on BAHEP's Web site, along with archival issues, at
http //www BayAreaHouston com/Home/NewsRoom/BusinessDevelopment Update1/

BAHEP's *Business Briefs* is posted on the organization's Web site This newsletter provides brief summaries of major BAHEP activities four times per year The Winter 2010 and archival issues are currently available for viewing in the News Room section of the Web site

The BAHEP *Twitter* feed provides up-to-date news on BAHEP and the region Read BAHEP's tweets at www twitter com/bahep

Web-based TV
YourTownTV com. a member of the Bay Area Houston Economic Partnership, is a Web-based TV show, an "infotainment" resource

YourTownTV.com Reports on BAHEP's Legislative Agenda
YourTownTV com traveled to Austin, Texas on Feb 16, 2011, for BAHEP's 82nd Legislative priorities meetings Coverage of this event can be viewed at·
http //yourtowntv com/2011/02/18/capitol-day/

Bob Mitchell Speaks on NASA 2012 Budget with YourTownTV.com
On Feb 14, 2011, Bob Mitchell, BAHEP president, discussed with reporter Jennifer Rogers of YourTownTV.com what the 2012 NASA budget means for Bay Area Houston. The interview can be viewed at http://yourtowntv.com/2011/02/14/nasa-budget-2012/.

Section 5

Preserve NASA Funding Levels

SATOP

Preserve NASA Funding Levels

GoBoldlyNASA Trip to Washington, D.C.
Twenty-nine travelers, including BAHEP staff members, descended on Washington, D C , under the GoBoldlyNASA banner on March 9 – 10, 2011, to meet with freshmen members of Congress With an original goal of meeting half of the 114 congressional freshmen, GoBoldlyNASA far exceeded that goal by meeting with 95 members (85 House, 10 Senate) before leaving Washington Drop-off packets were delivered to the members who were not able to schedule appointments with the group The GoBoldyNASA objective was to meet with the new members to discuss the benefits of NASA and the need for a robust Human Space Exploration Program Their message was well received, and many of the congressional offices requested additional information BAHEP's Citizens for Space Exploration Committee will be headed to Washington, D C , May 31, 2011, to pick up where GoBoldlyNASA left off

BAHEP Meets with Congressional Members on Retired Shuttle Orbiters and NASA Budget
Bob Mitchell of BAHEP traveled to Washington, D C , on March 9 - 10, 2011, and met with Senators Kay Bailey Hutchison and John Cornyn, Steve Ruhlen, chief of staff for Congressman Pete Olson, Congressman John Culberson's chief of staff, Jamie Gahun, and Congressman Gene Green's communications director, Timothy Merritt, to discuss the space shuttle retirement Mitchell discussed the economic impact of NASA's FY2011 Continuing Resolution and FY2012 budget with the congressional members Discussions also included the continued funding for the Space Alliance Technology Outreach Program through the FY2012 NASA authorization budget

BAHEP Participates in NASA's Space Day at State Capitol
BAHEP staff members participated in 185 legislative office visits, including the governor's office, on March 30 – 31, 2011, to share the economic, technological, and educational impact of NASA in the State of Texas, to highlight potential opportunities for collaboration between Texas institutions and the NASA Johnson Space Center, and participate in NASA Space Week resolutions read on the floors of the House and Senate More than 1,500 school children visited the NASA exhibit booths on the Capitol grounds The following organizations and groups participated in the office visits or staffed NASA booths on the Capitol grounds

- NASA Johnson Space Center
- City of Houston
- Bay Area Houston Economic Partnership
- Aerospace contractors
- Houston Livestock Show and Rodeo
- Rotary National Award for Space Achievement
- Texas schools and universities

BAHEP hosted a reception for the legislators and their staff on March 30th The reception was highlighted by addresses from Houston Mayor Annise Parker, Reps John Davis and Ken Legler, BAHEP President Bob Mitchell, and NASA

astronaut Doug Wheelock BAHEP also hosted a luncheon the next day for members and staff with a program that was kicked off by Sen Mike Jackson

Congressional Committee Chair with Oversight for NASA Visits NASA JSC
Congressman Pete Olson (TX-22) invited Congressman Ralph Hall (TX-4), the chairman of the House Committee on Science and Technology, to visit Johnson Space Center and the local aerospace community on Friday, March 25, 2011 In his position as committee chairman, Congressman Hall has oversight over NASA While in area, BAHEP's Aerospace Advisory Committee hosted a luncheon for Congressman Hall at the Nassau Bay Hilton with about 90 attendees NASA Johnson Space Center Director Mike Coats presented both Congressmen Olson and Hall with certificates of appreciation from NASA JSC for all the work that they do for NASA Congressman Hall spoke for about 30 minutes about his commitment to NASA

Initiative on FY2011 NASA Funding
Bob Mitchell of BAHEP met with Chief of Staff Tony Essalih, U S Congressman John Culberson's office, on Jan 12, 2011, to discuss moving forward on NASA FY2011 funding

BAHEP Collaborates with SAIC to Better Position NASA JSC
Bob Mitchell and Dan Seal of BAHEP met with senior officers from SAIC to provide input to SAIC on its efforts to help position NASA Johnson Space Center most favorably for continued federal funding

Initiative to Bring Retired Space Shuttle Orbiter to Bay Area Houston
BAHEP's President Bob Mitchell, Richard Allen, president and CEO of Space Center Houston, and Fred Griffin, president, Griffin Partners, Inc , met on Jan 5, 2011, to continue work on securing a space shuttle orbiter for Bay Area Houston after the space shuttle fleet is retired

BAHEP Perspective on NASA Johnson Space Center's Future
Bob Mitchell of BAHEP presented "NASA's Budget and its Impact on the Region" to the JSC National Management Association meeting on Feb 22, 2011, at the Hilton Nassau Bay Hotel Mitchell cited the economic impact of the NASA JSC related employment of 16,494 direct jobs and its $1 55 billion payroll He discussed the president's FY2011 NASA budget proposal and the possible job losses associated with it Mitchell outlined BAHEP's 10-point action plan following the president's budget announcement, which included targeting local, state and federal elected officials to join the fight A significant impact of the 10-point action plan was the formation of the GoBoldlyNASA campaign that resulted in over 61,000 letters sent to the White House and Congress expressing support for NASA's human space exploration program Mitchell described BAHEP's initiative to preserve aerospace talent in the region through the "Preserving Aerospace Talent (PAT)" program PAT has worked closely with aerospace contractors, Texas Workforce Commission, area colleges, United Way and other local organizations to provide resources to employees affected by NASA's budget The creation of BayTech, the 501(c)(3) non-profit organization reported in Section 1, is an outgrowth of BAHEP's initiative to preserve aerospace talent The complete presentation is in Section 8, Attachments

Space Shuttle Commercialization Seminar
David Braun of BAHEP attended the "U S Spaceflight Continuity and Stability" presentation at the James Baker III Institute for Public Policy at Rice University on Feb 15, 2011 Former NASA JSC Director George Abbey hosted the event, and Dan Brandenstein, executive vice president & COO, United Space Alliance, provided introductory remarks The presentation by Howard DeCastro, vice president and space shuttle program manager, United Space Alliance, focused on USA's recent proposal to NASA to continue to fly the shuttle for the next seven years as a commercial venture More than 100 business leaders from the local aerospace community and college students were in attendance

UHCL Voices of Colour Hears about NASA's Impact to Local Economy
BAHEP's Bob Mitchell presented, "NASA & Clear Lake The impact of the space industry on the area's economy," at the University of Houston – Clear Lake Voices of Colour meeting on Feb 9, 2011 Voices of Colour is a speaker series that strives to provide the UHCL community with a variety of educational programs throughout the academic year The theme for this year's series is "Headlines" and focuses on current events affecting the world.

Space Alliance Technology Outreach Program (SATOP)

SATOP Exhibits at Conference in Galveston County
Nick Gardner and Bob Payne of BAHEP staffed the SATOP exhibit booth on March 9, 2011, at the 2011 National Contract Management Association conference at **South Shore Harbour Resort and Convention Center in League City** Gardner and Payne used the forum to educate engineers and managers working for SATOP's Alliance Partners about the benefits of participating in the program Two new Alliance Partner engineers were recruited during the conference

BAHEP Launches 2011 SATOP Program
SATOP, administered by Bay Area Houston Economic Partnership, started the year with a new round of funding from both the state and federal governments 2011 marks the 13th year that SATOP will provide free engineering assistance to small business owners in **Galveston County** and across the state

Fifteen Small Businesses in the Region Helped by SATOP
SATOP completed technical assistance to 15 small businesses in the 10-county region surrounding the NASA Johnson Space Center during this report period and received six new requests for technical assistance SATOP's Alliance Partner engineers volunteer to work with the small business owners to resolve technical challenges the companies encounter in completing the design of new products

NASA Headquarters Hears SATOP Success Stories
Bob Mitchell of BAHEP traveled to Washington, D C , on March 10, 2011, to brief Mike Battaglia, NASA's SATOP technical manager Mitchell discussed recent SATOP success stories and the status of current 2011 national program

administered by BAHEP Battaglia said SATOP is a great program that is fully supported by NASA Headquarters and its technology transfer organization, Innovative Partnerships Program Battaglia encouraged Mitchell and BAHEP to continue its initiatives to keep SATOP funded and operational as a national program

State Legislators Informed about Importance of SATOP to Economy
BAHEP staff members accompanied NASA JSC to Austin, Texas, on March 1, 2011, to inform legislators about the Texas Aerospace Scholars Program (TAS) and the Technology Outreach Program (TOP) Both of these programs received state funding NASA JSC and BAHEP representatives made 27 scheduled office visits and 26 "drop-by" visits to ask the legislators for their continued support and describe accomplishments during the prior year

SATOP Conducts "Lunch & Learn" for Lockheed Martin Engineers
Nick Gardner and the SATOP staff conducted a follow up "lunch and learn" for platinum-level Alliance Partner Lockheed Martin on Feb 17, 2011 Engineers and scientists learned how they can volunteer to assist small business owners seeking technical assistance

NASA JSC Evaluates Airborne Neonatal Transport Incubator
Nick Gardner of BAHEP attended the February meeting of the BioMedical Engineering Society Industry Chapter to hear Reza Aghili of NASA Johnson Space Center's Vibration and Acoustic Test Facility report on a study being performed by NASA to minimize the environmental effects of transportation on neonates This study is a follow on to SATOP's assistance to Texas Children's Hospital through a request for technical assistance in 2008 When premature children are born away from the hospital, they are transported to the Texas Children's Hospital for care and treatment The neonates are extremely sensitive to the environmental effects, and this study seeks to understand the sources and minimize the effects of sources such as vibration and noise Aghili's presentation discussed the results of the studies. conducted under a NASA JSC Space Act Agreement between the two organizations, at the NASA JSC Vibration and Acoustic Test Facility and at the Texas Children's Hospital

Section 6

Business Development Update

Business Development Update

BAY AREA HOUSTON Economic Partnership

A publication of Bay Area Houston Economic Partnership
www bayareahouston com

Issue 39 – April 8 2011

Commercial/Office/Industrial Development
Retail / Hospitality Development
Residential Development
Infrastructure News and Everything Else!

Bay Area Houston Economic Partnership (BAHEP) is a member-driven organization that provides leadership to stimulate regional economic development and employment in a range of industries such as aerospace engineering, biotechnology/bioscience, specialty chemicals and plastics, and information technology and communications BAHEP partners with 270 member companies, 13 cities, Galveston County, Harris County and the Port of Houston Authority in southeast Texas to foster economic vitality through regional collaboration

Commercial / Office / Industrial Development

Kuraray America Inc purchased 81 acres in **La Porte** at 13100 Bay Area Boulevard Located in the Bayport Industrial District, the land was acquired for future construction of a chemical plant Kuraray's core business is Vinyl Acetate and Polyvinyl Alcohol (PVA) resin

Work is progressing on the spec building at Beltway Green and SH 225 in **Pasadena** The tilt walls are going up on the 30,170 SF facility this week It's on 4 36 acres, expandable, will be 28' clear height, both dock high and grade level, and 20-ton crane ready

A new generation black-oil terminal will be built on a 187-acre site at Miller Cut Off Road, north of SH 225 in **La Porte** Battleground Oil Specialty Terminal Company (BOSTCO) plans to begin the $400M first phase of this project in July with a completion expected in early 2013 Seventy people will be employed at this facility (reported in the *Houston Business Journal*)

Construction starts next week on a new 27,120 SF building Location is Bay Oaks Business Park – Genoa Red Bluff Rd near Beltway 8 in **Pasadena** The spec building is on 2 96 acres, will be 28' eave height, 20-ton crane ready, grade level and expandable by 18,000 SF

Site work is complete on a new 45-acre business park on Beltway 8 near SH 225 in **Pasadena** including regional detention out of the 100-year flood plain A design for an office/flex building to accommodate 5,000 - 50,000 SF office users has begun Rear load office warehouse facilities to accommodate users between 15,000 and 40,000 SF is also under way

BAHEP's Citizens for Space Exploration's **20th annual trip to Washington D.C** in support of NASA and a healthy Human Space Exploration Program for our Country is scheduled for May 31 to June 3, 2011 This group of over 100 travelers will meet with over 350 congressional offices while in D C to educate them on the importance of NASA to our country We need your voice! *If you've never made the trip before, this is the year you should plan to join the group in support of NASA* Contact david@bayareahouston com or 832-536-3242 for more details

Progress continues on the construction of the Saturn One office building at **Nassau Bay** Town Square With the building topped out, Griffin Partners expects construction to remain on schedule with completion for occupancy anticipated September, 2011 Nassau Bay Town Square

Merger-mania! Clear Lake Regional Medical Center in **Webster** has merged with Texas City's *Mainland Medical Center, both HCA-affiliated facilities* The two campuses will total 757 licensed beds, more than 2,100 employees and 860 physicians Plans were recently announced for a $92 million expansion at the Webster campus, this will add a 154,000 SF patient tower, new operating and recovery rooms and a 30-bed adult intensive care unit Renovations are also planned for the women's and children's center

UTMB Health has leased 45,111 SF to build the Multispecialty Center at Victory Lakes Town Center in **League City** Besides their location on Galveston Island, Stark Diabetes Center and Texas Transplant Center will have a presence here and will offer diabetes care, pre-transplant evaluation and post-operative care This new center is a mile from UTMB's Victory Lakes Surgical Specialty Center and across the freeway from the Pediatric Specialty Center at Bay Colony

Work has begun again on the 175-bed hospital on SH 3 at Blossom in **Webster** The developer plans to construct 11 stories and then build-out nine of them Negotiations are in progress with an operator for this facility

Bayshore Medical Center in **Pasadena** is investing $1 5M to convert a nursing unit to a 24-bed adult inpatient psychiatric unit, the only adult psych beds in the region It's expected to open early May

A new cardiovascular clinic is coming to life in a building that was a former trophy store at 17220 SH 3 in **Webster** Renovations are underway!

A new medical office, laboratory and pharmacy will occupy a former 19,000 SF bank building at 218 W NASA Parkway in **Webster**

Around the Crenshaw / Beltway 8 area in **Pasadena**, land is selling for healthcare-related uses two acres for a new physician's clinic, three acres for a new clinic and 5 2 acres for a senior living project

At Clearpoint Crossing on Space Center Boulevard, a new medical professional building will be built on a 1+ acre tract of land

Great news! University of Texas Medical Branch in **Galveston** announced it has been redesignated as a Level 1 Trauma Center after being forced to close in the wake of Hurricane Ike Twelve-month documented research support, educational programs and 24-hour availability of specialty care is required of such trauma centers There are three Level 1 trauma centers in the greater Houston area, the other two are Memorial Hermann Hospital and Ben Taub General Hospital in the Texas Medical Center

Latest transactions--

- 65,520 SF – Starplast USA, a manufacturer of high quality household plastic items, leased space at Bay Area Business Park, 9401 Bay Area Blvd in **Pasadena** It will be used for a distribution operation This is the New Jersey-based company's first Texas location Welcome ya'll! *BAHEP member Stream Realty Partners for the landlord*
- 7,200 SF – SPX Bolting Systems leased at 3030 SH 225 in **Pasadena** The company manufactures hydraulic bolting products
- 6,300 SF – KELTEC Technolab leased at 7311 Old Galveston Road Based in Twinsburg, Ohio, the company manufactures a wide range of air-oil separators for air compressors plus air-intake filters, oil filters, coalescing filters and synthetic compressor lubricants They are the largest manufacturer and supplier of air-oil separators in North America This new facility will serve as a distribution center *BAHEP worked this project with BAHEP member Jeanette Holt / J Holt Properties*

- 5,471 SF – Honeywell leased at 2525 Bay Area Blvd – One Corporate Plaza *BAHEP member CB Richard Ellis – Matt Dunn and Dena Wren for the landlord*
- 5,150 SF – Safway Services leased a warehouse building at 3511 Watters Road in **Pasadena** *BAHEP members CB Richard Ellis – Ron Gernay and Colliers International – Marshall Clinkscales and Blake Gibson inked the deal*
- 5,000 SF - Industrial Rescue Interaction System Inc leased a former sewer facility near SH 225 in **Pasadena**
- 2,800 SF - Animal House Veterinary Clinic at South Shore Marketplace in **League City**
- 2,773 SF – Curtis Wright leased in **Webster**, 711 Bay Area Blvd *BAHEP member PM Realty Group – Courtney Knightstep for the landlord*
- 2,598 SF – DYB leased in **Webster**, 711 Bay Area Blvd *BAHEP member PM Realty Group – Courtney Knightstep for the landlord*
- 1,200 SF – Vivid Graphics leased at 2800 Marina Bay Dr , **League City**
- 1,158 SF – Sierra Nevada Corporation leased at 2625 Bay Area Blvd – Two Corporate Plaza
- 788 SF – Teledyne leased at 2200 Space Park Drive, **Nassau Bay** *BAHEP member PM Realty Group – Courtney Knightstep for the landlord*
- 150 acres – Enterprise Products Partners LP purchased a site near SH 3 and Beltway 8, east of the Gulf Freeway, to construct a crude oil storage facility and associated pipelines Service is scheduled to begin mid-2012 *BAHEP member CB Richard Ellis handled the transaction*
- 15 acres - Port Modal Centre, L P purchased land at 1306 N 10th Street in **La Porte** A company has been hired to design and build a large logistics hub The site will provide rail and truck container transportation
- 7 2 acres – A site was purchased at 3130 Bayport Blvd in **Seabrook** for an office/warehouse concept to be built
- 4 3 acres – Schuetz Container Systems leased property at Underwood Road in **Bayport**
- SOLD – **Barbour's Cut** Business Park (356,000 SF) and **Bayport** Container Terminal (226,240 SF) were sold to Duke Realty Both industrial facilities are fully leased to Gulf Winds International
- SOLD – 15 4 ac A trust has bought land at 9600 block of New Decade Drive in **Bayport North** Industrial Park
- SOLD – 2 11 acres at League City Parkway and Lawrence Road in **League City**
- SOLD - 1 5 acre tract at Clearpoint Crossing for a new 15,000 SF professional building Construction will start soon
- SOLD – South End Apts , Inc purchased a ground lease site at 3160 Gulf Freeway in **League City**
- SOLD – Boxer bought two office buildings 1100 NASA Parkway, 56,850 SF and 1120 NASA Parkway, 79,000 SF
- SOLD – 2,946 SF building at 412 N **Friendswood** Drive to an investment company
- SOLD – TAC Mechanical purchased a 5,000 SF office/warehouse at 3205 Federal Road in **Pasadena**

Congratulations! Memorial Hermann hospitals were the only facilities in the Houston area to be named in the nation's top 100 hospitals by Thomson Reuters For this study, public information and patient satisfaction data from more than 2,914 hospitals was used Also, HealthGrades just released its ratings showing the Memorial Hermann Healthcare System as a top performer

NOTE Please feel free to pass this e-newsletter along to others who would enjoy it and, whenever possible, remember to credit Bay Area Houston Economic Partnership for this information

NEED FREE ENGINEERING ASSISTANCE FOR ONE OF YOUR PRODUCTS OR SERVICES??
The Space Alliance Technology Outreach Program is administered by the Bay Area Houston Economic Partnership It is a NASA and State of Texas funded initiative designed to transfer the knowledge and technology of the U S Space Program to small businesses, at no charge to them, to solve technical challenges they are unable to solve themselves

Any type of small business is encouraged to submit a technical challenge to SATOP If SATOP is

able to assist, the business is provided with up to 40 hours of FREE technical assistance from a scientist or engineer in the space program

For additional details on this program, visit www spacetechsolutions com or call Nick Gardner, program manager, at 832 536 3248

Now open
League City *- Elite Care Medical Center, a 24-hour, 13,500SF emergency room at the Gulf Freeway at FM 646*

Retail / Hospitality Development

Sports Authority is moving from **Webster's** Baybrook Shopping Center to the other side of the Gulf Freeway It leased 35,000 SF at Baybrook Village on Bay Area Boulevard Buy Buy Baby will be opening a new 31,000 SF store at Baybrook Shopping Center, next to its parent company, Bed Bath & Beyond By the way, the city of Webster reports that store is the #2 performer in the state

Simon Property Group has proposed to build a 350,000 SF outlet center on the Gulf Freeway, just south of Holland Road in Texas City This news has certainly perked things up along the Gulf Freeway corridor, especially in **Dickinson** and **League City**! 'Galveston Premium Outlets' would be home to about 100 stores

Tanger Factory Outlet Centers wants to bring a shopping center to **League City** along the Gulf Freeway near FM 646 The project would cover 35 acres, just south of the Big League Dreams sports complex, and include 300,743 SF for about 95 stores

City of **Webster** reports that Chuy's and Ashley Furniture, both new to the city, are No 1 in sales in their company's portfolio

Lots going on at the **Port of Galveston**! Disney Cruise Line's 2400-passenger *Disney Magic* will set sail for the Western Caribbean starting September, 2012 – the first of 12 cruises Ports of call include Grand Cayman, Costa Maya and Cozumel The regional economic impact could be tremendous with this additional cruise line, possibly $70 million Princess Cruises *Crown Princess*, a 3,070-passenger vessel, will depart between December 2012 and April 2013 for 19 cruises to ports in Mexico, Honduras and Belize This year, Carnival will bring two vessels to the port – the 3,690-passenger *Magic* and the 2,758-passenger *Triumph* Next year, Royal Caribbean International will bring in the 3,114-passenger *Mariner of the Seas*, said to be one of the world's 10 largest cruise ships

In May, the Rainforest Pyramid at **Galveston's** Moody Gardens will reopen after a $25M enhancement project The new canopy walkway is a winner as it's 35 feet above the ground in some places -- a true bird's-eye view! A giant river otter exhibit will be new, too -- three female otters will enjoy waterfalls, slides and a pool Sounds like fun!

Jimmy Changas has opened at 5144 Center Street in **Pasadena**, between Spencer Highway and Red Bluff Road The owners of Gringo's Mexican Kitchen and Bullritos are behind this new Mexican food restaurant

Scheduled to start in May is a 15,000 SF retail service center in **Houston** at Clearpoint Crossing on Space Center Boulevard

If you're wondering what's going on with the dirt work in front of Academy Sports + Outdoors along the Gulf Freeway, that's for **Webster's** new Rudy's Country Store & Bar-B-Q

Just for fun

- Edgewater Dragon Boat Challenge in **Webster** on Saturday, April 9th at Edgewater's marina FREE! You'll see boats that are 40 ft long, 4 ft wide carrying 20 paddlers, 1 drummer and a

steersperson race to the finish! Entertainment includes races, shopping, Asian cuisine, cultural performances and professional kite flying Edgewater Dragon Boat Challenge

- Celebrating Wellness & Technology Festival on Sunday, April 10th at **Harris County's** Clear Lake Park – 5001 NASA Parkway FREE! Noon to 4PM Demonstrations, how-to clinics, screenings, music, entertainment and more! Lots of fun for the family! Celebrating Wellness & Technology Festival

- San Jacinto Day Festival & Battle Reenactment, Saturday, April 16th, at **San Jacinto** Battleground State Historic Site, 3523 Battleground Road FREE! Live music, entertainment, educational activities, food and games as well as a battle reenactment of the decisive battle where Gen Sam Houston led his soldiers to victory www sanjacinto-museum org

- Sylvan Beach Festival & Crawfish Jam on Saturday, April 30th in **La Porte** 9 AM till midnight Parades, two bands in concert, cook-off, beauty pageant, carnival and more! Sylvan Beach Festival & Crawfish Jam

- Keels and Wheels in **Seabrook** on Saturday, April 30th and Sunday, May 1st at Lakewood Yacht Club Event features the nation's first and now largest gathering of classics cars and boats Additional displays include early 1900's examples of electric automobiles, cars of the stars, 50's classics, street rods, Italian exotics, Brass era classics and the heavy classics Packard, Duesenberg, Bugatti, Pierce Arrow and others most people have never seen or heard of Keels & Wheels

- Red, White & Bayou Crawfish Texas Music festival on May 21st in **Dickinson** – Hwy 3 & FM 517 FREE! Music, music and music! Band headliner is Wade Bowen Family fun including petting zoos, pony rides, shopping and lots of crawfish! 11 00 AM to Midnight Red, White & Bayou Crawfish Festival

- The City of **Friendswood** will host its 116th annual Friendswood Fourth of July Celebration on July 4th, including a parade down Friendswood Drive, activities at Stevenson Park and an evening program at Centennial Park FREE! **4th of July parade information**

Coming Soon!

Houston - Shell Federal Credit Union at Bay Area Blvd and Glenwest Drive, Magnolia Café and Bakery leased 2,421 SF at 14020 Old Galveston Rd (SH 3) - *BAHEP member Colliers International - Marshall Clinkscales and Bruce Wallace for the landlord*

Webster - Mely's Mexican Restaurant leased 3,800 SF at Village Real Shopping Center, NASA Pkwy at El Camino Real, Star Furniture's new store will be open within the month at Baybrook Commons, west side of I-45 near Bay Area Blvd, Subway at 150 W Bay Area Blvd, Robbins Bros is coming back to Baybrook Square, Pollo Campero - 2,382 SF, at 702 West Bay Area Blvd *(deal done by BAHEP member CBRE - Mark Raines, Matt Keener and Russell Janicek)*

Pasadena - European Wax Center at Fairmont Parkway and Fairway Plaza Dr, Dollar Tree Stores at Pasadena Town Square Mall

Nassau Bay - Wigs and More, Tutti Frutti opens in about 2 weeks - both at Nassau Bay Town Square

League City - Christian Brothers Automotive at Victory Lakes Town Center

Friendswood - BBVA Compass Bank at 131 N Friendswood Dr

Kemah - D'Vine Wine is building a 3-story Tuscan-themed winery at 709 Harris Ave It will feature a custom built bottling line from Italy, a vaulted barrel room, glassed-in bottling room and special event areas

Now Open!

Pasadena - CherryBerry self-serve frozen yogurt at Center Street & Fairmont Parkway

Kemah - What's Cookin' at the Bistro at 926 FM 518, Sweet Scoops Ice Cream Store at the Boardwalk - a new concept store serving Blue Bell!

La Porte - King's BBQ has opened a new location at 500 West Main Street

Houston - Fish Place Cajun Seafood at 1227 Bay Area Blvd
Friendswood - Texas Gulf Bank opened at 1100 So Friendswood Drive
League City - Little Daddy's Gumbo Bar and Chitsuru Sushi & Hibachi at Victory Lakes Town Center

Residential Development

Beacon Island, 35-acres of land in **League City** overlooking Clear Lake, has new owners The infrastructure is already complete including the bulkhead, waterfront promenade, utilities, decorative lighting and private bridge entrance to the island from Lighthouse Boulevard Originally, when the island was first developed, plans were to build estate homes, town homes and mid to high rise condominiums and a private marina for the island property owners After all, it's one of the best views on the lake! Isola Ventura, LLC, formed by a group of area investors, hopes to follow the original plans of the former owner, the Verandah Companies More information later!

League City - Mariposa Apartment Homes, 176 units for 55+ adults, will be built on FM 517 east of Calder Rd in Bay Colony Construction is expected to start in 2012

Did you know the 2010 Census indicates that **League City's** population has grown by 83%, bringing the population to 83,560? The increase accounts for 93% of Galveston county's growth, making League City the largest city in the county Approximately half of the city remains undeveloped

Friendswood – Two new subdivisions are under construction Wilderness Estates at the end of Wilderness Trails – 46 lots and The Dominion in the back of Friendswood Lakes, 12 lots

Infrastructure News and Everything Else!

Two new buildings have been completed at the **Port of Houston Bayport** Container Terminal in Pasadena The two-story, 35,000 SF building is for terminal administration and U S Customs The other is a 65,500 SF maintenance and repair facility, total project value of both is $22 million

A design is underway for a 115,000 SF worship center at 7500 Fairmont Parkway in **Pasadena**

Education news .

- Texas Chiropractic College (TCC) in **Pasadena** and University of Houston-Clear Lake announced the signing of a memorandum of understanding which establishes a joint-degree program between TCC's Doctor of Chiropractic (DC) degree and UH-Clear Lake's Master of Science in Fitness and Human Performance (FHP) The agreement goes into effect for the fall 2011 academic term
- University of Houston-Clear Lake's School of Education announced that its Doctor of Education in Educational Leadership degree program now includes a specialization in Higher Education
- Bay Area Christian School has opened a new 14-room high school building This 19,600 SF facility will accommodate 200 additional students, location is 4800 W Main Street in **League City**
- The University of Houston has reached Tier One status after the Carnegie Foundation for the Advancement of Teaching elevated the university to its new category classification The increased visibility could lead to the recruitment of more high-profile faculty and students and to more research dollars that would stimulate the area economy
- Texas A&M University at **Galveston** has a new 9,800 SF building underway that will house Student Life and Student Service offices Spring enrollment rose 12 3%

City News . .

- **La Porte** – The Main Street business owners will hold an Art Walk on the first Friday of every month in downtown La Porte – the first one is May 6th Also, the city's econ dev department wants you to know there are two former auto dealership sites on the market on SH 146 between Fairmont Parkway and Spencer Highway

- **Seabrook** – The city plans a new gateway that will serve as an entry to The Point, an area well-known for its fish markets, shrimp boats and seafood markets Located on 10th Street, it will frame a view of Galveston Bay, while still visible from S H 146 The design will incorporate history of the San Jacinto district with select masonry and a replica of the star located atop the San Jacinto monument -- plus that of the city's nautical heritage Grant funds are supporting this project including one from the Houston-Galveston Area Council It's anticipated that the gateway will be substantially complete by the end of summer 2011

  Other city news Grand opening of the city's new special event venue, Carothers Gardens, is April 9th The new library will open in June

Happy 50th Birthday to the cities **of El Lago** and **Seabrook**! Incorporated in 1961, they became home to many astronauts and other NASA employees The Manned Spacecraft Center (now known as the Johnson Space Center) opened in 1963 and the area's population soared Thanks to the *Bay Area Citizen* for this walk down memory lane

- **El Lago** – City has issued $1 8M in certificates of obligation to build a new 5,000 SF community center, architects are currently being interviewed

- **League City** – To leverage private investment and transform the city's Historic District into a destination for residents and tourists alike, the city has kicked off a Main Street Implementation Plan The study is made possible by a Livable Centers grant in partnership with the Houston-Galveston Area Council

- **Webster** – The city is moving forward on the construction of a new fire station Currently in progress is selection of a project manager and architect City expects to have plans approved by August so construction bids can be taken Also, the city's Civic Center at 311 Pennsylvania is getting a $100,000 facelift

Road News

--- League City
Exit 20 going south will be converted to an entry ramp and an entry ramp one-half mile north will be converted to an exit ramp This change will accommodate increased traffic once the new Tanger Outlet Factory Center is built Ramp reversals will also provide safer access to the restaurants and stores located at the I-45/FM 646 intersection and will also entice developers to build on land north of the Bay Colony area Construction should be finished at the end of the year

Louisiana Avenue improvement work will begin this summer to include the addition of a middle turn lane, concrete sidewalks, curbs and gutters, a $5 5 M project The road is east **of FM 270** and connects to FM 518 and the League City Parkway

TxDOT has awarded a contract for the asphalt overlay on FM 518 (Main Street), from FM 270 (Egret Bay Blvd) to IH 45 – a 2 7 mile section The construction is scheduled to begin April 26th with completion expected by the end of June The base repair work will be accomplished during daytime hours (7am – 7pm) with isolated areas of lane closures The surface milling and asphalt overlay will be accomplished during nighttime hours (9pm - 5am) with multiple long stretches of lane closures No work will be performed on weekends or holidays The city is working with TxDOT to set a public meeting for businesses and residents interested in the project More information as it becomes available

--- Seabrook

A joint road project between the city of Seabrook and **Harris County** should begin this spring and take 18 months to finish The 1 5-mile section of Repsdorph Road will be upgraded from two to four lanes – complete with curbs, gutters and sidewalks

---Webster
Harris County will begin widening the roadway and renovating sidewalks along El Camino Real from NASA Parkway to Gemini early in May TxDOT will begin removal of the bridge on El Camino Real at the same time

---Friendswood
West Boulevard, phase two, is well on its way This portion of the road is being poured on the south side of the West Ranch master-planned development

--- La Porte
Road construction on Fairmont Parkway at SH 146 is scheduled to be completed in early summer, 2011

How "tweet" it is! BAHEP is now part of the Twitter network providing its members and followers yet another way to keep up with its activities Check out BAHEP's tweets at https //twitter com/BAHEP

Economic development doesn't happen by itself! If you would like to know more about how you can support our economic development initiatives and have the opportunity to work with the region's business leaders, please contact our Membership Director, Harriet Lukee, at 832 536 3255 or Harriet@bayareahouston com

Clear Lake Shores • Dickinson • El Lago • Friendswood • Houston • Kemah • La Porte
League City • Nassau Bay • Pasadena • Seabrook • Taylor Lake Village • Webster

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Questions or Comments? info@bayareahouston com

If you would like to be added or removed from the mailing list for the Business Development Update please email info@bayareahouston com

Section 7

News Articles

BUSINESS - to - BUSINESS

BAY AREA HOUSTON Economic Partnership
www.bayareahouston.com

BAHEP extends its sincere appreciation for the continued support of the *Houston Chronicle* through this monthly supplement

January 2011

Board officers prepare for action-packed year

The newly elected officers of Bay Area Houston Economic Partnership's board of directors have a full agenda as they begin their one-year term of office.

Board Chairman Robert Ellis stated, "The upcoming year will have a few mountains to climb. We will develop a new Strategic Plan for 2012-2016 to create our efforts to facilitate maritime workforce development in preparation for the soon-to-be-completed work on the Panama Canal, travel to Austin to further the region's legislative agenda, return to Washington for our 20th annual trip to Capitol Hill in support of NASA, seek out means to further stimulate the region's economy, and keep a close watch on the NASA appropriations process.

"This promises to be an exciting year, and I appreciate the opportunity to chair the board of an organization that is widely recognized for its integrity, determination, and ability to accomplish the seemingly impossible."

Brief biographies of the 2011 BAHEP board officers follow.

Board Chairman Robert Ellis

Robert Ellis, group president, is responsible for all operations of Wyle's Integrated Science and Engineering Group (IS&E), which is headquartered in Houston, Texas. The business unit has provided life sciences services and flight-related hardware to NASA at the Johnson Space Center since the late 1960s.

Wyle IS&E also performs work for NASA Ames Research Center, the Air Force School of Aerospace Medicine, and the European Space Agency, to name a few.

Wyle IS&E has two prime contracts with NASA to provide mission-related medical support and operations, flight hardware development, research services for the Space Shuttle and International Space Station Programs, and occupational medicine and occupational health services at JSC. Ellis has been involved in the management of this company since Wyle's first contract in 1968.

Ellis received his MBA in management and statistics from the University of Dayton. He founded Wyle's company chapter of the National Management Association in 1988 and is a recipient of the *Silver Knight of Management Award* from the NMA.

Board Vice Chairman Richard E. Allen, Jr.

Richard E. Allen, Jr. holds the position of president and CEO of the Manned Space Flight Education Foundation Inc. and its 501(c)(3) project, Space Center Houston. Allen brings to the Center's more than 30-year successful background in the attraction/museum industry. Prior to joining Space Center Houston in 1995, he served as general manager of the United States Space and Rocket Center (home of United States Space Camp), a space museum and education center in Huntsville, Alabama. He accepted that position in 1991 after more than 20 years with the Six Flags Corporation where he held numerous management positions.

As president of Space Center Houston, Allen has overall responsibility for all business aspects of the day-to-day operations, which include maintaining high standards of quality in the shows, exhibits, programs, food services, and merchandise presented to the Center's guests and the general public; directing educational, fundraising and marketing efforts; strategic planning for future development; and community relations.

Board Secretary Fred B. Griffin

Fred B. Griffin received a BS Degree in physics engineering at Washington and Lee University in Lexington, Virginia. After receiving an MBA from the University of Texas, Griffin joined Exxon Company USA in 1969. It was there that he began his real estate career with Friendswood Development Company, a subsidiary of Exxon Corporation, one of Houston's largest real estate developers.

In 1980 Griffin, with Conley Juban, formed Griffin/Juban Companies, the predecessor to Griffin Partners. The Griffin/Juban Companies and subsequently Griffin Partners have completed ground-up development projects encompassing more than 4,000,000 square feet of corporate office and retail space.

In addition to serving as chairman of Griffin Partners, Griffin also enjoys playing golf and traveling throughout the world.

Board Treasurer Jennifer Bowers

Jennifer Bowers, board treasurer, is a partner with the law firm of Bowers & Sadler LLP. The firm specializes in a variety of legal services aimed at assisting closely held businesses and their owners with their tax planning, business organization matters, estate planning and probate matters. Bowers is board certified in tax law by the Texas Board of Legal Specialization.

Ellis

Allen

Griffin

Bowers

New board leads partnership

The Bay Area Houston Economic Partnership has announced the members of its 2011 board of directors, an experienced team of business leaders representing a broad spectrum of industries.

OFFICERS OF 2011 BOARD OF DIRECTORS

Chair: Robert Ellis, Group President, Wyle Integrated Science & Engineering Group
Vice Chair: Richard E. Allen, Jr., President/CEO, Space Center Houston
Secretary: Fred B. Griffin, President, Griffin Partners, Inc.
Treasurer: Jennifer Bowers, Partner, Bowers & Sadler, LLP

2011 EXECUTIVE COMMITTEE

Richard E. Allen, Jr., President/CEO, Space Center Houston
Virginia Barnes, President/CEO, United Space Alliance
Cale E. Burkett, President/CEO, GB Tech, Inc.
Robert Ellis, Group President, Wyle Integrated Science & Engineering Group
Frans Gillebaard, President, Amstel Holdings, Inc.
Fred B. Griffin, President, Griffin Partners, Inc.
Brenda Hellyer, Ed.D., Chancellor, San Jacinto College District
Rick Hieb, Vice President, Exploration & Science Solutions, Lockheed Martin
Sandy Johnson, President, Barrios Technology
Stephen K. Jones, Jr., CEO, Clear Lake Regional Medical Center
Lon E. Miller, Senior Vice President/General Manager, Jacobs
Bernard A. Milstein, M.D., President, The Eye Clinic of Texas
Brewster Shaw, Vice President/General Manager, The Boeing Company
Jim Sweeney, Owner, Minuteman Press - Bay Area

EX OFFICIO MEMBERS OF EXECUTIVE COMMITTEE

Jennifer Bowers, Partner, Bowers & Sadler, LLP
Ellen Engleman Conners, Director, External Relations, NASA Johnson Space Center
Dick H. Gregg, Jr., Attorney at Law/President, Gregg & Gregg, PC
Dennis W. Petersen, President, Lockwood, Andrews & Newnam, Inc.
William A. Staples, Ph.D., President, University of Houston-Clear Lake
John Wilkins, CEO, CLC Properties

2011 BOARD OF DIRECTORS

Richard E. Allen, Jr., President/CEO, Space Center Houston
Virginia Barnes, President/CEO, United Space Alliance
Cale E. Burkett, President/CEO, GB Tech, Inc.
Don Burrows, Jr., Managing Director - Investments, Burrows & Curran Investment Group of Wells Fargo Advisors
Mary Alys Cherry, Editor Emeritus, Bay Area Citizen
Mark Conrad, Owner, Express Employment Professionals
Michael E. Cornett, President, Texas Citizens Bank, NA
Ruby Cubley, Individual Member
Wm. Theodore Cummings, Ph.D., Dean, School of Business, University of Houston-Clear Lake
Robert Curbeam, Jr., Vice President, Houston Operations, ARES Aerospace and Technology Services
Robert Elberger, President, Concorde Realty Development
Robert Ellis, Group President, Wyle Integrated Science & Engineering Group
Michael Flanagan, Texas External Affairs, AT&T
Marcy Fryday, Marketing Director, Lakewood Yacht Club
Mike Fuson, Vice President, My Flooring AMERICA
Frans Gillebaard, President, Amstel Holdings, Inc.
Mark Gittleman, Vice President, Oceaneering Intervention Engineering
Fred B. Griffin, President, Griffin Partners, Inc.
Gwen D. Griffin, President/CEO, Griffin Communications Group
Marc Hanson, President, Space City Films, Inc.
Brenda Hellyer, Ed.D., Chancellor, San Jacinto College District
Rick Hieb, Vice President, Exploration & Science Solutions, Lockheed Martin
Ralph Howard, COO/Executive Vice President, Dean & Draper Insurance Agency, LLP
Mike Huss, Senior Vice President, Clear Lake, Patriot Bank
Larry Jensen, Senior Vice President/Commercial Lending, Manager, Sterling Bank of Texas
Sandy Johnson, President, Barrios Technology
Robert A. Jones, Managing Partner, Barlow Jones, LLP
Stephen K. Jones, Jr., CEO, Clear Lake Regional Medical Center
Mark Kinkey, President, Duplex Corporation
John Martinec, President, Acreway, LLC
Ron W. Masters, President, MaxonGroup
Joan McKinney, General Manager, Norman Frede Chevrolet
Diane M. Matrick, Senior Project Manager, ECS Constructors, Inc.
Lon E. Miller, Senior Vice President/General Manager, Jacobs
Bernard A. Milstein, M.D., President, The Eye Clinic of Texas
Christopher (Kim) Morris, Houston Lead, Honeywell
Christopher Poland, Associate Vice President, Marketing, UTMB Health
Steve Phelps, Commissioner, Port of Houston Authority
Victor Pierson, President, Moody National Bank
Robert Robinson, President, Gulf Coast Limestone, Inc.
Brewster Shaw, Vice President/General Manager, The Boeing Company
Steven Skarke, Vice President, Kaneka Texas Corporation
Rob Stein, Senior Vice President, Commercial Banking, JP Morgan Chase Bank
Jim Stewart, Bay Area Market President, Icon Bank of Texas, NA
Hajime "Sam" Suzuki, Vice President, Administration, Kuraray America, Inc.
Jim Sweeney, Owner, Minuteman Press - Bay Area
Gwen Wagner, CLP, CCD, Manager, National Sales, ED Center, Ion Energy
Randolph L. Wile, President, Wile Interest

EX OFFICIO MEMBERS OF BOARD OF DIRECTORS

Jennifer Bowers, Partner, Bowers & Sadler, LLP
Coletta Castleschouldt, President, Bay Area Houston Transportation Partnership
Ellen Engleman Conners, Director, External Relations, NASA Johnson Space Center
Dick H. Gregg, Jr., Attorney at Law/President, Gregg & Gregg, PC
Cindy Harreld, President/CEO, Clear Lake Area Chamber of Commerce
Dennis W. Petersen, President, Lockwood, Andrews & Newnam, Inc.
Mike Shields, Executive Director, Baytown/West Chambers County Economic Development Foundation
Jeff Sjostrom, President, Galveston Economic Development Partnership
Greg Smith, Ph.D., Superintendent, Clear Creek Independent School District
William A. Staples, Ph.D., President, University of Houston-Clear Lake
The Honorable Michael Sullivan, Council Member, District E, City of Houston
John Wilkins, CEO, CLC Properties

BAHEP welcomes DCI and WPT

The Bay Area Houston Economic Partnership welcomed two new members as 2010 drew to a close.

DCI

DCI has two companies headquartered in Houston, Texas, Diehl Chemical Inc. and DCI Services & Consulting. Diehl Chemical was founded by Rick and Beth Diehl in 1987 to provide independent petrochemical distribution solutions. The basic founding principles are simple: 24/7 quality customer service and products at competitive prices.

Bob Mitchell, BAHEP president, stated, "Small businesses are the mainstay of the American economy. I look forward to working with DCI and seeing the company's growth as it becomes further integrated into the Bay Area Houston business community."

Chad Brinkley serves as DCI's president. He added, "DCI looks forward to supporting BAHEP outreach efforts in these very challenging times."

Brinkley reported that Diehl Chemical has always operated efficiently, resulting in a financially strong and viable small business. In an effort to diversify the family business and take advantage of the Aerospace & Defense market opportunities, DCI Services & Consulting (S&C) was formed as a Diehl Chemical subsidiary in August of 2008 by Brinkley with the leadership experience of Beth Diehl and Dr. Michael Lembeck.

DCI S&C incorporated drive to deliver top-of-the-spear systems engineering and integration solutions as its primary core competency. Additionally, a secondary core competency that supports all internal business activities and customers is implementing the Strategic Planning Lifecycle: strategic planning, business development, capture and proposal solutions.

Call 713-783-2616 for information or visit www.dcidi.com.

Water & Power Technologies

Water & Power Technologies provides a treatment solution for a world that demands high purity water. Whether through its WaterPRO™ operations or by supplying equipment, service or custom engineered systems, WPT provides water treatment solutions specific to industry needs.

Water & Power Technologies serves the petrochemical, chemical, power cogeneration and the oil and gas industries. WPT has 10 offices across the country.

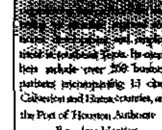
"There is a substantial need for pure water throughout industry, and Water & Power Technologies is meeting that need. We certainly welcome their technology to the region and WPT to our organization," stated Bob Mitchell, BAHEP president.

WPT's Pasadena, Texas, facility is the company's newest and includes 18,000 square feet devoted to ion exchange resin regeneration and processing for trailer mounted mobile deionization and large-vessel deionization. The facility utilizes a new innovative trailer design to focus on quick response and improved availability for customers.

WATER & POWER TECHNOLOGIES, INC.

Richard Oberholtzer is director of Parts and Services at the Pasadena facility. He commented, "Although WPT is a national company, we recognize the importance of regional relationships and community involvement. We look forward to being active participants in BAHEP."

For more information, call 281-991-0646 or go to www.wpt.com.


... business development and employment in southeast Texas. Its members include over 200 business partners encompassing 13 cities, Galveston and Harris counties, and the Port of Houston Authority.

Bay Area Houston Economic Partnership
18045 Saturn Lane
Bay Area Houston, TX 77058
832-536-3255
FAX 832-536-3...

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2011 Legislature: Local officials hoping for good news in Austin

2011 Legislature Local officials hoping for good news in Austin

Education and transportation rated as priorities

By ROBERT STANTON HOUSTON CHRONICLE
Jan 4 2011 1 48PM

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Local elected officials are hoping for the best but preparing for the worst as the 82nd Texas Legislature prepares to convene on Jan 11 to deal with a projected $22 billion budget shortfall

The shortfall - caused largely by decreases in sales and franchise tax revenue - is expected to be an equal opportunity hardship for cities, businesses and school districts throughout the state

Our city budget is really tight this year," Seabrook Mayor Gary Renola said "We went through a lot of difficult decisions and we still have a lot of difficult decisions to make

"Without fail there will be unfunded mandates," Renola said of requirements placed on local entities with no funding to fulfill them "Unfortunately the state legislature is filled with well-intentioned people that have not served in city government "

Bob Mitchell, president of Bay Area Houston Economic Partnership, said he hopes state legislators will keep their sights on business development in the Houston region

"We have to look beyond and do what's right to continue to make sure the state of Texas is a business-friendly state, and that we continue to recruit new businesses to the state open businesses and hire new employees " he said

Partnership officials met in November with state legislators to share their concerns about upcoming session

A top concern, Mitchell said is state support for the Johnson Space Center and continued research and development for human space exploration

Partnership officials also want legislators to pass a proclamation supporting the Ellington Field Joint Reserve Base Initiative, which would open up additional federal funding and protect the base from future base realignment closures

Clear Lake Shores Mayor Vern Johnson said he hopes state legislators will focus attention on the needs of municipalities and 'start paying more attention to the folks paying the taxes in the first place "

Much needed Johnson said are improvements to roads and drainage in the community

"I don't agree with studies to decide how to spend money," Johnson said 'I would like to see more accountability "

On school funding issues, state legislators should move beyond the 2006 funding formula that prohibits school districts from receiving an inflationary increase from year to year said Elaina Polsen, spokeswoman for the Clear Creek Independent School District

"Our per-student funding has not increased since 2006, but yet inflationary costs for items such as fuel, property insurance and costs-of-living increases have gone up " she said

Clear Creek school officials have developed a list of educational priorities for 2011 that include

- Restoring the authority of school boards to establish the maintenance and operations tax rate above $1 04 per $100 valuation
- Opposing unfunded mandates, and
- Allowing for flexibility in the student-teacher ratio

robert stanton@chron com

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Bay Area partnership creates business consortium

Bay Area partnership creates business consortium

Goal is to draw federal dollars to the Bay Area

By DIANA NORTH CHRONICLE CORRESPONDENT
Jan 12 2011 10 35AM

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The Bay Area Houston Economic Partnership (BAHEP) long known in the area for its support of Houston industries recently formed a new affiliated nonprofit to take that support in a new direction in an effort to give the local economy a much-needed boost

Created to draw federal funding to the Bay Area and beyond, the organization's newest venture is an advanced technology consortium called BayTech

"We're as excited as we can be," said Dan Seal BAHEP's executive director of special initiatives "This is a great next step "

With a goal of preserving and growing jobs, BayTech would team businesses and academia in partnerships drawing on the area's considerable knowledge base to supply federal agencies with sought-after research and development

BayTech would act as a liaison between government agencies and participating partners — businesses, colleges, universities with a focus on research and technology to find solutions federal agencies need and are willing to finance

With the future of NASA uncertain and the ongoing economic downturn Seal says support for the BayTech from area business people has been enthusiastic

The organization awaits approval for their submitted proposal

"This couldn't come at a better time " Seal said

Resources

AT A GLANCE

- **What** Bay Area Houston Economic Partnership
- **Where** 18045 Saturn Lane Houston
- **Phone** 832-536-3255
- **Online** Visit www bayareahouston com
- **Mailing address** P O Box 58724, Houston, TX 77258-8724
- **Mailing address** P O Box 58724, Houston TX 77258-8724

About BAHEP

The member-driven nonprofit that brings together more than 280 investor companies, business professionals local governments and academic institutions serves 13 cities in Galveston and Harris Counties

It was founded in 1976 to attract, retain and expanding industry in the area, moved to its new office on Saturn Lane last June - just in time to file for IRS approval for BayTech

Representatives from BAHEP seeking support for BayTech have met with state and local officials as well as area universities and technology companies

Listed among the plan s targeted federal agencies are the Department of Transportation Department of Energy, Department of Defense Defense Advanced Research Projects Agency and Department of Homeland Security

With 52 aerospace companies in the area, crossover technologies could include power generation storage and management communications, advanced materials life sciences, imagery, and green applications

Seal said the initial plan is to create a public/private partnership with business and institutions within 100 mile radius, and then expand to areas outside Houston as the organization grows

The affiliation s list of services include working to develop new business, vet funding sources, prepare proposals, submissions and conduct negotiations form teams write and file financial and technical progress reports, provide accounting services and final reports

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Bay Area Houston Economic Partnership Quasar Award

by Jim and Lynda Guidry with additional photos by Colleen Campbell
Sunday, January 23, 2011

The Bay Area Houston Economic Partnership on Friday presented its Quasar Award for Exceptional Leadership in Economic Development to United States Senator Kay Bailey Hutchison.

BAHEP President Bob Mitchell welcomed the large crowd to the ballroom at the South Shore Harbour Resort & Conference Center, and recognized past recipients of the Quasar Award and the elected officials in attendance. **Listen: MP3 RealPlayer**

Hutchison, who was recognized for her part in saving the manned spaceflight program from the most severe cuts of the Obama administration, said the National Aeronautics and Space Administration has played a major part in her life, since she was a girl growing up in La Marque **Listen: MP3 RealPlayer**

"It was so much fun for me to watch NASA grow," Hutchison said, recalling that her parents hosted a reception for the very first employees at the Johnson Space Center "There was nothing here. It was just a big field "

Hutchison said support for human spaceflight is growing in Congress, but warns that some would cut the budget for NASA in half

"If we cut it in half, we won't be going to the Space Station on our own ticket," she said "We'll be asking and begging the Russians and the Chinese for all of the information that they're learning and the new technologies of their discoveries Is that what we want for America?"

"No! No!," shouted people in the audience

"No! Thank you very much," Hutchison agreed "Not now, not ever!"

A special guest speaker at the event was Mike Coats, director of the Johnson Space Center. **Listen: MP3 RealPlayer**

"After 50 years of human spaceflight, we have really come a long way toward learning how to live and work in space," Coats said, thanking Hutchison and BAHEP for their support and expressing optimism for the future "We've attracted the best and the brightest of our young people into the space program. They love what they do and I have never seen a more motivated team "

Outgoing BAHEP Chair Dennis Peterson said that he enjoyed his year. **Listen: MP3 RealPlayer**

"It has been a pretty interesting year," Peterson said noting that the battle to save NASA began early in the year "The first shot was fired in a very rapid and intense strategic war. The good news, as the Senator mentioned, we won. It wasn't without a little collateral damage, but we did win and I think it was in a large part due to the people in this room, and in particular our Congressional delegation."

Incoming BAHEP Chair Robert Ellis thanked Peterson and the BAHEP staff for leaving him a good organization to lead **Listen: MP3 RealPlayer**

Ellis said his first project is to move forward on a new strategic plan for BAHEP

"We have a lot of interest in making sure that our 13 member cities, our two counties - Harris and Galveston, and the Port of Houston Authority are given the needs that they have and make sure that they get all of our attention," Ellis said "The economic climate has changed quite a bit in the past five years and it will be interesting to see how that sets our priorities as this year goes by "

Mitchell thanked special guests including the committee that planned the banquet. **Listen: MP3 RealPlayer**

Special thanks to ***Colleen Campbell Photography***

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BAHEP extends its sincere appreciation for the continued support of the *Houston Chronicle* through this monthly supplement

February 2011

BAHEP, CLACC focus on priorities during legislative meetings in Austin

[illegible]

In preparation for the 82nd Texas Legislative Session area legislators met with members of the Bay Area Houston Economic Partnership and the Clear Lake Area Chamber of Commerce at BAHEP's offices. Shown left to right are Bob Mitchell BAHEP president, Rep. Larry Taylor, Sen. Mike Jackson, Rep. John Davis, Rep. Randy Weber and Rep. Ken Legler

Legislative priorities in support of Ellington Field

[illegible]

Legislative priorities in support of aerospace

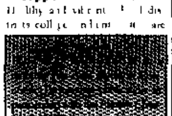
[illegible]

Additional priorities

[illegible]

Legislative priorities in support of education

[illegible]



[illegible] Galveston and Harris counties and the Port of Houston Authority.

Bay Area Houston Economic Partnership
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Dr. Stephen Klineberg (l) and Dr. Robert Hodgin

Klineberg, Hodgin speak of sociological, economic trends in state and nation

[illegible]

Recovery to take longer

[illegible]

Hodgin cautiously optimistic

[illegible]

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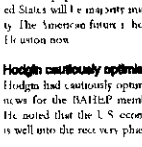

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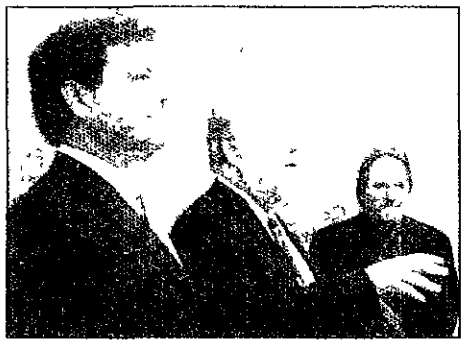

Photos by MARY ALYS CHERRY/The Citizen

State Reps John Davis, left, and Ken Legler address the crowd of Clear Lake area residents who went to Austin to urge restraints on cuts to education funding during this legislative session At right is Dr Peter Wuenschel, executive director of Communities in Schools Bay Area

Trip to Austin sponsors Bob Mitchell, president of the Bay Area Houston Economic Partnership and Cindy Harreld, president of the Clear Lake Area Chamber, check the schedule they prepared for the dozens who made the trip to lobby for public and secondary education, the maritime industry and Ellington Airport

Clear Creek ISD Superintendent Dr Greg Smith, right, and CCISD Trustee Robert Davee, left, get in a little good-natured lobbying as they meet at the State Capitol with State Reps Ken Legler of Pasadena, left, and John Davis of Clear Lake to talk about possible cuts in school funding

Bay Area group takes its message to Legislature in Austin

By MARY ALYS CHERRY
mcherry@hcnonline com

As state legislators began wrestling with the state budget, a caravan of about 50 Bay Area community leaders traveled to Austin last week to make their voices heard – to support education

Their message was a simple one as they visited about three dozen legislative offices The Clear Creek School District needs consistent and adequate funding to insure a bright future for all of us

As they met with legislators and/or their aides they warned of the dangers of massive funding cuts to both public and secondary education, urged more local control and asked support for the downward expansion of the University of Houston-Clear Lake, making it a four-year college

Led by Clear Lake Area Chamber President Cindy Harreld and Bay Area Houston Economic Partnership President Bob Mitchell, who sponsored the trip, the travelers included Houston City Councilman Mike Sullivan, CCISD Superintendents Dr Greg Smith, La Porte ISD Superintendent Lloyd Graham, retired Lockheed Martin Vice President John Wilkins retired Johnson Space Center Human Resources Director Harv Hartman and CCISD Trustee Robert Davee

Other educators included UH-Clear Lake Dean Zbigniew Czajkiewicz, Communities in Schools-Bay Area Executive Director Dr Peter Wuenschel Eva deCardenas of CCISD, Clear Creek Education Foundation President Doug Frazior, Barbara Hanson, Brenda Jones and Michael Kane from San Jacinto College and Bay Area Charter School Principal Dr Rosalind Perez

On arrival, they set up headquarters in State Rep John Davis' office and then proceeded to make the rounds, carrying their message and explaining that the forecasted $40 to $50 million in lost funding to CCISD would be devastating to the local school district

TEAM LEADERS

Team leaders included Innovative Alternatives Vice President John Barnett, attorney Randy Ashby, AT&T executive Mike Flanagan, Sergio Lucero of Orbital Sciences, Jamieson Mckay of the Gulf Coast Educators Credit Union, and Minuteman Press owner Jim Sweeney and Harv Hartman

And, after they got things started, other team members such as Marcy Fryday, Scott Rainey Kippy Caraway Kevin Venable, Ruby Cubley, Shari Sweeney, Febe Prado, Annette Falks and Mark Wilson added their comments, keeping the conversation flowing

Several from BAHEP, along with Ellington Field Task Force President John Martinec, carried Ellington's message while others sought changes in Texas maritime laws that would help local boat dealers

LEGISLATORS STOP BY

Meeting with the group at lunch, Reps John Davis of Clear Lake and Ken Legler of Pasadena both promised to do what they could

"We know the seriousness of the budget problem,' Davis told the group "We'll look at the Rainy Day Fund," and then, smiling, added, "In my opinion it's raining right now This will be a difficult session but we'll do our best"

Ledger, who represents a portion of Clear Lake City, echoed his remarks Rep Larry Taylor of Friendswood was unable to meet with the group

SENDS MESSAGE

Smith, the CCISD superintendent, said afterwards that he was moved by the group's "passion and motivation to let the voices of the Bay Area be heard on behalf of our students and future workforce

"I know sometimes we dont know whether our voices make a difference, but so many with whom we visited assured us that our legislators continue to rely on what their constituents say and believe in"

He sent a message to each person on the trip, asking them "to stay engaged and articulate our key messages and know that you have played an important role as a champion for sustaining excellence in education and preserving our democracy"

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Bay Area Houston Partnership Aerospace Advisory Committee

by Jim and Lynda Guidry
Saturday, March 26, 2011

The Bay Area Houston Economic Partnership Aerospace Advisory Committee on Friday hosted a reception for Congressman Ralph Hall of the Fourth District of Texas, who is chair of the Committee on Science and Technology for the 112th Congress

BAHEP President Bob Mitchell introduced 22nd District Congressman Pete Olson, who arranged for Hall's visit, who in turn introduced Hall
Listen. MP3 RealPlayer

"I want to thank Pete for all the work he did last year in making sure that we got a NASA authorization act," Mitchell said "It was incredible, I will tell you, the work he did on the very last day was instrumental in getting that bill passed about 9 45 that night "

In his introduction, Olson thanked Hall for his support as a new member of Congress, and for his support of human spaceflight

"We have no bigger friend, no bigger fan in Congress, than Congressman Ralph Hall," Olson said "No bigger supporter of JSC and human spaceflight He will never falter, he will never waiver And when you see true character, you know you've got someone you want to fight with - someone who always, always will stand beside you "

Hall had praise for Johnson Space Center Administrator Michael Coats, and criticism of President Barack Obama

"We've got a President that I think is on his way to trying to do away with NASA for one thing and with our position in space for another thing," Hall said "When I heard him when he was campaigning he said *he was going to redistribute the wealth, you know Well, I didn't like to hear that I don't have any of the* wealth, but that's a statemen t that I didn't think he meant and would keep or could keep, but now I believe he would if he could Because I believe that he is not just trying to redistribute the wealth, I

believe he is trying to kill the wealth of this country

Congressman Olson ended the meeting with a rallying cry to retire one of the Space Shuttles in Houston

"One of these three vehicles is coming home to Space Center Houston, Space City USA, Johnson Spaceflight Center," Olson said, holding the framed memeto photos of the Space Shuttle that he had just been presented "This is what we will be working on for the next couple of months to make sure one of these is parked across the street back there "

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Bay Area Houston Economic Partnership Membership Meeting

by Lynda Guidry
Thursday, March 24, 2011

Harris County Commissioner Jack Morman was the featured speaker at Wednesday's membership meeting of the Bay Area Houston Economic Partnership He was introduced by BAHEP Chair Robert Ellis
Listen MP3 RealPlayer

Morman said he has been impressed with the work of BAHEP in support of issues impacting Precinct Two, including the human spaceflight program

"I think probably the most challenging issue is the NASA budget proposal for 2012," Morman said "I am pleased to know that BAHEP will continue to press the federal government officials to get funding in line with the NASA Authorization Bill."

Morman said he supports BAHEP's efforts to have a retired Space Shuttle assigned to Johnson Space Center

"BAHEP has fought the good fight and the battle is not over and I salute the entire membership for its gallant efforts in this regard," he said

Morman said a major challenge for his precinct, as well as the entire county, is the budget

"I was shocked when I walked into my office on Day One and we were told we've got a new library in Seabrook but we've got no furniture and no computers," he said "My first thought was, 'Wow, this is my predecessor's idea of zero-based budgeting – spend it all and leave zero for the next administration' "

He said he worked with Seabrook Mayor Gary Renola to resolve the issues and the library will open later this year with furniture and computers

He reviewed county road projects in Bay Area Houston, promising to work with the elected officials in the area to prioritize funds within the budget

"This new budget forced us to eliminate dozens of jobs throughout the precinct," he said, noting that the cuts were county-wide "These cuts are not based simply on a philosophy of limited government spending, but more so on the reality of limited government revenue You simply can't spend the money that you don't have "

The BAHEP meeting was at Lakewood Yacht Club

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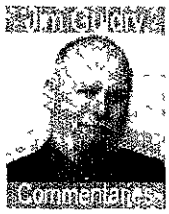

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March 2011

IN BRIEF

Clemmons recognized for outstanding performance

Doyle Clemmons Newton Manufacturing Company sales representative from LaPorte Texas was recently recognized as one of the company's top sales performers. Former Clemmons provides creative marketing solutions for all types of businesses utilizing promotional products and has represented Newton since 2003.

Doyle Clemmons

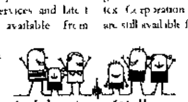
Clemmons exceptional sales performance earned him an all inclusive trip to Montego Bay Jamaica. There he spent five days with other top sales achievers from Newton at the RIU Montego Bay Resort. The trip included company hosted receptions and dinners with free time to explore the popular destination.

Newton Manufacturing Company celebrates over 100 years in the promotional products industry and continues to be an industry leading distributor specializing in innovative advertising, performance and recognition solutions.

Family fun and latest healthcare technologies featured during Wellness & Technology Festival

According to www.countyhealthrankings.org Texas ranks 14th out of America's 50 states in the overall state ranking of health statistics based on approximately 40 different measures. It is often difficult for families to know where to begin to address the many health care issues that may confront them.

The Bay Area Houston Economic Partnership and its Healthcare Committee recognize the value of healthy living. They also know that this region boasts many world class healthcare providers. To introduce the services and latest technologies available from these health care providers to families, BAHEP's Healthcare Committee is staging a Celebrating Wellness & Technology Festival on Sunday April 10 in Clear Lake Park just off NASA Parkway.



The event which is FREE FUN and open to the public will kick-off at noon with music and kid entertainment. Many of BAHEP's healthcare providers will give free health screenings while others demonstrate the latest technologies available in caring for your health. Until the festival winds down at 4:00 p.m. the festival will be an exciting family event while providing information on the excellent healthcare services available in our own backyard.

Sponsors include CHRISTUS St John Hospital, the University of Houston-Clear Lake, MD Anderson Regional Care Center Bay Area, Change Magazine, AMOCO Federal Credit Union, UTMB Health Clear Lake Regional Medical Center and Digitex Corporation. Opportunities are still available for sponsorship, exhibitors and volunteer hours for teen and adults. For more information call Monica Millican, chairperson of BAHEP's Healthcare Committee c/o PrimeLending at 281 333 1020 ext 17 or BAHEP's Barbara Cutsinger at 832 536 3245.

For yourself and your family learn how you can maintain your health better by attending the Celebrating Wellness & Technology Festival.

Is our nation's future in space at risk?

by Lieutenant General Jefferson D Howell Jr USMC [ret]

As I observe the continued debate over America's space program, it appears that one of our nation's most coveted and prestigious capabilities is being threatened due to claims of being unaffordable and unachievable. This concern me and it should many of you.

Having had the distinct honor of serving at the helm of two of our nation's most admired national assets, the U.S. Marine Corps and NASA's Johnson Space Center, I regard the U.S. Human Spaceflight Program as having a critical role in our nation's future as a world leader. I believe that what the Marines are to our national defense, the space program is to our technological and economic prowess.

Great nations do great things and human space exploration is a distinct mark of America's greatness. It is part of the essence of our national identity. No other nation has sent humans to the moon. No other nation has yet to equal that accomplishment. I believe that abrogation of our human space program will be a clear signal to other nations, as well as to ourselves, that we as a people no longer seek to be the world's leader in achieving great things.

Our nation needs to maintain a strong viable space industry to move us expeditiously into the future. A private commercial space program is a commendable goal worthy of pursuing in the long term. However given the inherent risks and costs driven by the limits of current technology, it is imperative that a viable government funded space program remains in the forefront of this effort. To retain our leadership in space the U.S. must promptly develop a replacement for its current Space Transportation System to set our nation on the course to more tough challenging human exploration missions in space. The most prudent expedition and affordable solution is to continue development of Orion as the Multipurpose Crew Vehicle while developing the nation's new Space Launch System. These NASA programs will provide the safest and most technologically advanced systems designed to date and prove to other nations the U.S. is economically capable and committed to remaining the frontrunner in space exploration and technology.

Lt Gen Jeff Howell Jr USMC [ret]

NASA is critical to our future success as a nation. It inspires us. It drives us to overcome seemingly unachievable technical challenges and it demonstrates to other nations that we still have the ability to accomplish what we start. To further reduce our commitment to the ongoing development of our national space exploration program would pose a threat to the investment we have made in our valuable asset and cede our U.S. leadership in space.

I urge our nation's leaders to keep our national pride intact, continue forward progress and give us another space program of which Americans can be proud.

A retired U.S. Marine Corps lieutenant general and naval aviator Jefferson D. Howell Jr. served as director of NASA's Johnson Space Center from April 2002 until October 2005. Since December 2005 he has been a senior research fellow at the University of Texas Lyndon B. Johnson School of Public Affairs.

Education Vendor Exchange benefits local businesses and schools

Through an initiative sponsored by the Bay Area Houston Economic Partnership, school districts and colleges that serve the Bay Area Houston region are partnering to encourage the participation of local businesses in their upcoming purchasing initiative.

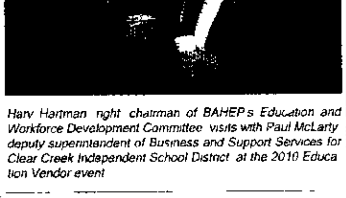
BAHEP's Education Vendor Exchange will be held on Wednesday April 20 2011 from 3:30 p.m. to 5:00 p.m. at NASA's Gilruth Center to provide the opportunity for regional vendors to meet one on one with buyers from local independent school districts.

Larry Hovey, a member of the BAHEP Education and Workforce Development Committee who co-chairs the event, stated "We are excited that buyers from several of our region's colleges and universities will be joining us once again. Additionally, in the past the event has been hosted as a breakfast. We felt that we could reach a broader audience by holding this year's exchange toward the end of the day."

This is the fifth year that the EWDC has organized this event in an effort to link local businesses owners with local schools. Harvey Hartman, chairman of the committee, stated "All of us benefit as the taxpayer when our schools can expand their vendor base, get more competitive bids for their work and contribute to the local economy. Area businesses can win as well when they have the opportunity to supply local needs as they grow their business. This is just one more example of how BAHEP brings people and organizations together to help make the Bay Area a better place to live, work and play."

During the event local vendors will learn how to tap into a potential market that serves more than 100,000 students in the Bay Area Houston school districts in addition to the many thousands of students enrolled in regional colleges and universities. Buyers will discuss specific purchasing requirements and general procurement that they utilize.

The Education Vendor Exchange will be held in the Alamo Ballroom of NASA's Gilruth Center, which is located on Space Center Blvd just two miles south of Bay Area Blvd and less than one mile north of NASA Parkway. For more information contact Kathryn Cooper, BAHEP communications manager at kathryn@bayareahouston.com 832 536 [illegible] or Tara Hayes at Tara.Hayes@RSNAC.rsp.com 281 286 2223. An invitation to the event that includes driving directions can be found at www.bayareahouston.com/Home/Press Room/News Release.



Harv Hartman right chairman of BAHEP's Education and Workforce Development Committee visits with Paul McLarty deputy superintendent of Business and Support Services for Clear Creek Independent School District at the 2010 Education Vendor event

GoBoldly group visits 95 members of Congress in support of NASA

In 2010 a group of young professionals with a passion for space exploration showed its support for NASA and human space flight by developing the GoBoldlyNASA campaign. Through its Web site at www.goboldlynasa.org, 61,835 letters were sent to Congress and the president on the importance of America's Human Space Program.

Once again under the GoBoldly banner 29 travelers descended on Washington DC on March 1-10 2011 to meet with freshmen members of Congress. GoBoldly felt that it was necessary to meet with the new members to discuss the benefits of NASA and a healthy Human Space Exploration Program for America. With an original goal of meeting half of the 114 new freshmen, GoBoldly far exceeded that goal by meeting with 95 members (85 House, 10 Senate). Before leaving Capitol Hill information packets were delivered to the members who were not able to schedule appointments with the group while it was in town. The GoBoldly message was well received with many of them asking for additional information. The Bay Area Houston Economic Partnership's Council for Space Exploration group will be heading to DC on June to pick up where GoBoldly left off. For more information on this effort contact BAHEP's David Burton 832 [illegible]

Bay Area Houston Economic Partnership extends warm welcome to new members

Brady, Chapman, Holland and Associates

Risk. As businesses grow, their exposure to risk grows right along with them. Brady, Chapman, Holland and Associates have been insuring their clients against risk since 1983.

BCH
Brady, Chapman, Holland

BCH employees are very community oriented, which was one of the driving forces to its decision to join the Bay Area Houston Economic Partnership. "We firmly believe that it's important to give back to the communities that have allowed us to grow and prosper in an industry that we enjoy and that allows us to help people manage their risk so they can grow and prosper in their chosen professions," stated Jeff Brady, BCH president and CEO.

Bob Mitchell, BAHEP president, replied "BCH believes strongly in developing, retaining and nurturing relationships which are so important in business as in life. We work hard on this every day here at BAHEP as well."

Commercial consultants Mike Beck and Steve Cole represent BCH at the Bay Area Houston Economic Partnership. Beck commented, "Our goal is to develop a comprehensive risk management program, including insurance placement and other related products and services to protect a company's valuable assets."

BCH is located at 10655 West Calk Bank. Call 713 688 1900 or visit www.BCHinsurance.com.

Eagle Applied Sciences LLC

Eagle Applied Sciences LLC is a cutting edge life and applied science company headquartered in San Antonio. It is an Alaska Native Corporation which has concentrated in biomedical research and development offering the expertise of current staff or contract staff to meet the needs of its clients.

Bob Mitchell, BAHEP president, said "Eagle Applied Sciences offers services in a variety of disciplines which directly relate to many of the companies in the region. Eagle with its specialized management and technical expertise is a welcome addition to the community and to our organization."

Deborah Lekteig, Eagle's corporate administrator replied "We take pride in providing outstanding services to our customers in very much the same way as BAHEP excels in meeting the needs of its members. We look forward to establishing many more mutually rewarding relationships throughout the Bay Area Houston region."

Lekteig explained that Eagle is adept in providing a cadre of talent to commercial and government customers in medical and scientific support staffing. Its program management department is proficient at handling contracts of any size.

Eagle's primary customer has been the Department of Defense. The company works closely with the United States Air Force in both the research and development aspect of disease management as well as forecasting needs with regard to bio surveillance. Additionally Eagle provides a myriad of medical professionals as required by contract specifics. It also works with NASA and the Centers for Disease Control on current contracts.

For more information visit www.eagle-app-sci.com or call 210 477 9242.

Eagle Applied Sciences LLC

M & B Engineering

Donn Massey and Ben Bourgeois founded M & B Engineering a Veteran Owned Small Business in 2005. Massey stated "At M & B Engineering, we know the important role that economic development plays in the community. We feel it is part of our responsibility to participate in that process to foster growth as well as that of our customers."

Donn and Ben believe in the strength of the region. In a true entrepreneurial spirit they successfully created a company that is active across several industry sectors. "It is no coincidence," said Bob Mitchell, BAHEP president commented, "about the expertise of M & B Engineering."

M & B's clients include The Deepwater Technology Company (DTC), Oceaneering Space Systems, Wyle, Hamilton Sundstrand and NASA. The company's engineers work within the petrochemical, energy, industrial and commercial construction and aerospace industries. They are experienced in:

M.B

- System Safety Engineering
- Risk Analysis, Identification and Mitigation
- Reliability Engineering and Improvement
- Probabilistic Risk Assessment
- System Maintainability
- Project Engineering, Design and Testing
- Structural and Thermal Analysis
- Government Regulatory Compliance and Verification
- Rapid Prototyping

Located at 2600 South Shore Blvd, Suite 300 in League City, M & B Engineering can be reached at 281 813 2030. Visit www.mandbengineering.com.

The Bay Area Houston Economic Partnership is a nonprofit organization that provides leadership in regional economic development and employment in southeast Texas. Its members include over 260 business partners encompassing 13 cities, Galveston and Harris counties and the Port of Houston Authority.

Bay Area Houston Economic Partnership
18045 Saturn Lane
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Ellington's Bid For New Embry-Riddle Campus

March 28, 2011

by Andrew Schneider

Ellington Field is often overshadowed by Houston s larger commercial airports, Bush Intercontinental and Hobby But the former Air Force base is a hive of new activity That's drawn the interest of one of the world's leading centers of aeronautical education. From the KUHF Business Desk, Andrew Schneider reports

listen now

(Jet takeoff)

That s the sound of a T-38 trainer jet taking off from Ellington Field Located just a few miles northwest of Johnson Space Center, Ellington is where NASA s astronauts go keep current with their flight hours

The airport may soon become the hub of a much larger effort for flight training It s one of two finalists to host the third campus of Embry-Riddle Aeronautical University, alongside those in Daytona Beach, Florida and Prescott, Arizona

Brian Rinehart s Ellington Airport s general manager

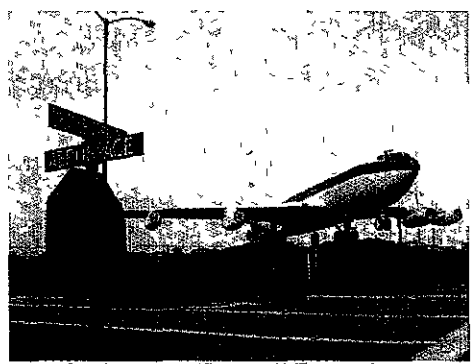
"The academic facility would be approximately 90,000 square foot, which is a pretty large campus "

That alone would bring 100 new jobs to Houston, from professors to aircraft maintenance crew, as well as a massive construction project. But the physical campus is only a small part of what s at stake

"We're anticipating, with their presence here, that there'll be a quantum leap in the amount of activity that's going on around here in research and development The estimated economic impact, with just Embry-Riddle being here, was over $100 million."

Much of that would come from R&D collaboration between the university and NASA, as well as the dozens of private aerospace companies in the Houston area

Other sectors stand to benefit as well Dan Seal is with the Bay Area Houston Economic Partnership Together with the Houston Airport System, the partnership is spearheading the effort to bring Embry-Riddle to Ellington



A view from the entrance to Ellington Field The jet standing as a gate guard" is a NASA Boeing KC 135A Stratotanker N930NA, formerly used for zero-G training

"They're involved in safety They're involved in the life sciences, for instance People would not know that normally And the ability to locate in an area where they have access to research collaboration partners is very, very important to the university, and that's really the strong suit that Houston has to offer "

That s critical, because Houston s competition for the new campus is Rockford, Illinois Rockford is home of aerospace giant Hamilton Sundstrand Chicago, with Boeing s head office, is a scant 80 miles away

"Their community has been working very, very hard and diligently aggressively, to pursue this location and so we take that competition very, very seriously "

The new campus is far from the only deal Ellington is working on Within two years, the airport will have sixteen major construction projects either completed or well underway One will be the Lone Star Flight Museum, relocating from its current home in Galveston

Another, breaking ground next month, is the Coast Guard Regional Headquarters That's the latest addition to the Ellington Field Joint Reserve Base Brian Rinehart puts it in a nutshell

"We've got a lot of people interested in making Ellington a crown jewel "

If Embry-Riddle joins that list, the new campus could open as early as this fall

(Jet and helicopter sounds)

From the KUHF Business Desk, I m Andrew Schneider

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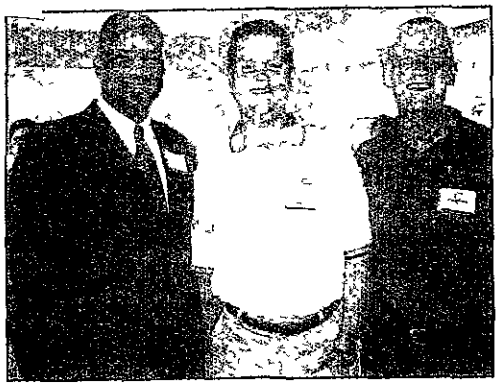
COMMUNITY

CONGRESSMAN LEAVES 'EM CHUCKLING



Ares exec Robert Curbeam, left, shares a light moment with Bill Corley Jr of Teledyne Brown, center, and Barry Finger of Paragon at BAHEP Aerospace Committee luncheon at the Hilton

Darryl Smith, right, ERC principal, stops to visit with Dave Valentine of United Space Alliance at BAHEP luncheon

Photos by MARY ALYS CHERRY/The Citizen

Congressman Pete Olson, center, says hello to United Space Alliance President Ginger Barnes and Chief Operating Officer Dan Brandenstein at BAHEP Aerospace Committee luncheon at the Hilton

MARY ALYSCHERRY

IF YOU EVER get a chance to hear Congressman **Ralph Hall** speak, don't miss it He's funnier than the guys who earn a living at late night comedy

Congressman **Pete Olson** brought him to town last week to address the Bay Area Houston Economic Partnership Aerospace Committee at the Hilton, and it was one of the most humorous meetings we've ever attended

The chairman of the House *Science* and Technology Committee that oversees the space agency is a big fan of NASA who uses humor to get his point across

Johnson Space Center Director Emeritus in the crowd, as were United Space Alliance President **Ginger Barnes** and COO **Dan Brandenstein**, Space Center Houston President **Richard Allen**, Anadarko Industries President **Tom Short**, Honeywell GM **Kim Morris**, ERC Principal **Darryl Smith**, Project Manager **Joe Mayer** of Lockheed Martin, Oceaneering GM **Mike Bloomfield** and Jacobs Engineering GM **Lon Miller**

Boeing GM **Brewster Shaw** headed a Boeing group that included **Dayna Alba**, **Pete McGrath**, **Pamela Workings**, **John Elbon**, **Mike Shaw**, **John Mulholland**, **Jayne Schnaars**, **Joy Bryant** and **Jeffrey Dodson**, joining SAIC VP **David Cazes**, Ares Aerospace exec **Robert Curbeam**, **Brian Duffy** of ATK, **Jeff Siders** and **Sergio Lucero** of Orbital Sciences, and AeroSys President **John Martinec**.

Before long, they were joined by Galveston County Commisioner **Ken Clark**, Kemah City Councilman **Wayne Rast**, attorney **Randy Ashby**, **Brian Duffy** of Alliant Technologies, **Tom Sanzone** and **David Romero** of Hamilton Sundstrand, **Mohammed Idrisa Iscandri** of Al-Razaq Computing Services, plus MEI Technologies GM **Victor Walczak** with **Art Sulkin**, **Stephanie Murphy**, **Karen Todd** and **Jose Hernandez**

Some of the others BAHEP President **Bob Mitchell** welcomed were MRI Technologies VP **Tim Kropp**, Lakewood Yacht Club Marketing Director **Marcy Fryday**, UHCL Associate VP **Dion McInnis**, **Jennifer** and **Phil Lewis** of J&P Technologies, **Barry Finger** of Paragon, **Brian Freeman** and **Donna Anderson** of JSC, **Gotthard Janson** and **David Brown** of GeoControl Systems, **Sam Boyd** of A2B Solutions and **Gwen Griffin** of Griffin Communications

Incidentally, Congressman Hall was born 87 years ago in Fate, Texas, which is the smallest town in the state's smallest county, he told the crowd He has been in Congress since 1980

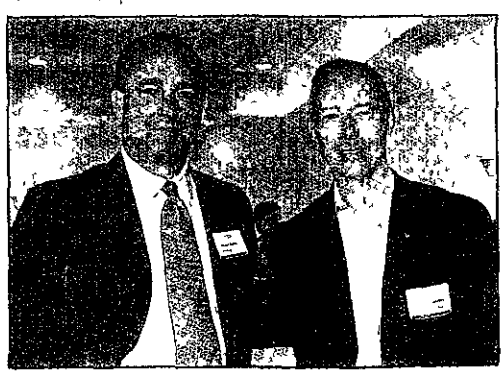


Photo by /

Boeing Vice President and General Manager Brewster Shaw right, arrives at the BAHEP Aerospace luncheon with Jeff Dodson

Section 8

General Membership Meetings

Attachments

BAY AREA HOUSTON Economic Partnership

18045 Saturn Lane
Houston, Texas 77058

P O Box 58724
Houston, Texas 77258-8724

Phone 832-536-3255
Fax 832-536-3258
Web www.bayareahouston.com

"State of the Economy"

Presented by:

Bay Area Houston Economic Partnership's

Small Business Committee

Featuring:

Dr. Stephen L. Klineberg
Department of Sociology, Rice University

Dr. Robert Hodgin
Associate Professor of Economics
University of Houston—Clear Lake

BAY AREA HOUSTON Economic Partnership

February 14, 2011

NASA JSC Gilruth Center

"State of the Economy"

BAY AREA HOUSTON
Economic Partnership

11.30 a m

Welcome & introduction of Elected Officials & New Members

Robert Ellis, Group President, Wyle Integrated Science & Engineering Group

Chairman, Bay Area Houston Economic Partnership

11 40 a m

Welcome & Overview of the Small Business Committee

Mark Conrad, Owner. Express Employment Professionals

Chairman, Small Business Committee

11 50 a m

"The Changing Face of Houston Tracking the Economic and Demographic Transformations Through 29 Years of Houston Surveys"

Dr Stephen Klineberg, Department of Sociology, Rice University

12 20 p m

"Bay Area Houston Trends and the National Economic Outlook"

Dr Robert Hodgin, Associate Professor of Economics

University of Houston—Clear Lake

12 45 p m
Questions

1 00 p m
Adjourn

BAY AREA HOUSTON
Economic Partnership

Mission Statement

Bay Area Houston Economic Partnership provides the leadership to stimulate regional economic development and employment

With nearly 14,000 businesses in the region, the Bay Area Houston Economic Partnership brokers responsible economic development The service area is defined by parts of Galveston and Harris Counties and the cities of Clear Lake Shores, Dickinson, El Lago, Friendswood, Houston, Kemah, La Porte, League City, Nassau Bay, Pasadena, Seabrook, Taylor Lake Village and Webster

The organization strives to find the optimal balance among business, quality-of-life, regional needs and sustainable growth In this context, planning is critical, but even more important is investor involvement, communication and a shared regional vision

Core Values

BAHEP is committed to

- Regional collaboration and cooperation
- Responsible leadership for regional economic development, resulting in a superb, affordable quality of life
- Integrity, fiscal responsibility, and sound management

This special meeting is sponsored by the following small business members.

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Robin Vest
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Helen Hodges
President

Dao and Norm Smith
Owners

Randy Ashby
Attorney

Sandra Vanderploeg
President

Today's event is proudly hosted by BAHEP's Small Business Committee

Thank you for attending the fourth annual "State of the Economy" program organized by the Small Business Committee of the Bay Area Houston Economic Partnership

"Cautious Optimism" seems to reflect the mind-set of many business owners and executives as we enter into 2011 Some of the economy's key indicators seem to be lifting the cloud of uncertainty hanging over the U S economy, while others, if anything, have created an outlook that is hazier than ever

The economy in the short-term seems to have turned the corner, but opinions vary widely from businesses to markets if these trends will continue in the long-term From economic growth to inflation, interest rates, strength of the dollar to employment, taxes and exports, there are many wild cards being watched These issues are creating a business environment that is tenuous, creating stress that is beginning to run rampant through the workplace

It won't be easy for an economy that's been driven for decades by consumer spending and housing investment We hope today's program will provide you with additional touch points to help "mitigate your caution" and "strengthen your optimism," as we continue to focus on the future

Thank you for attending, and, on behalf of BAHEP's Small Business Committee we wish you a prosperous 2011

Mark Conrad – Chair, Small Business Committee

Small Business Committee Members

5 to 50 Networks
AeroSys, LLC
Archer Group with Remax
Bay Area Houston Ballet & Theatre
BaySouth Maintenance Services, Inc
Capital Bank - Pasadena
Change Publications, Inc
Digitex Corporation
DRDA, PLLC
Encore Business Consulting, Inc
Escayg & Associates, Ameriprise Financial
Express Employment Professionals
Icon Bank of Texas, N A
Innovative Alternatives, Inc
Interactive Medical Connections, Inc
Jennifer Whitley Interiors
J & P Technologies
Juist, Fabio & Ward, P.C
MaximGroup
McCormick Stevenson
Mills Shirley L L P
Minuteman Press - Bay Area
My FlooringAMERICA
Payne's Plants
San Jacinto College District
SSCI Environmental & Consulting Services
Thrivent Financial For Lutherans Bay Area Group
Twenty Twenty Properties, Inc
University of Houston - HBRC
Vesco Business Products
Waldron & Schneider, L L P
Wile Interests
YourTownTV Com

Welcome New Members

HARVEY

Tim Sommer, Project Manager

TXU energy

Shawn Parker, Manager, Community Relations
Nicole Galeoto, Sales Executive - Large Business Markets

WATER & POWER TECHNOLOGIES, INC

Zan Shafer, Senior Account Manager

M & B ENGINEERING

Darin Massey, Director
Ben Bourgeois, Director

Save the Dates

2/16/11	Bay Area Houston/Clear Lake Day at the Texas Capital Legislative Agenda	Austin, TX
3/23/11	GMM - Keynote Speaker, Harris County Commissioner Jack Morman 4 00 PM – 5.30 PM	Lakewood Yacht Club
3/9-10/11	Advocacy Trip to D C	Washington, D C
3/30-31/11	Space Day Advocacy Trip	Austin TX
6/6-8/11	20th Annual D C Trip	Washington, D C

A graduate of Haverford College, with an M A from the University of Paris and a Ph D from Harvard, Stephen Klineberg is Professor of Sociology at Rice University and Co-director of the new Kinder Institute for Urban Research The recipient of ten major teaching awards at Rice, including the Lifetime Award for Excellence in Teaching, he is the founding-director of the annual "Houston Area Survey," now in its 30th year of tracking the remarkable changes in the population patterns, economic outlooks, experiences, and beliefs of Harris County residents

Robert F Hodgin, Ph.D , (Bob) has taught economics in the MBA program through the School of Business at UH-Clear Lake since 1981 He holds a Ph D> from Illinois State University and publishes applied studies in economics and finance Through the company name Southwest Business Research, he and his associate conduct economic impact analyses for Texas clients His wife, Johnette, and he have two adult children, Kristen and Whitney, and two granddaughters, Sloane and Elle

Mark Conrad, owner of Express Employment Professionals, a wholly franchised employment and workforce development service in Galveston and the Houston Bay Area Prior to opening his business, Conrad held various sales & marketing, management and executive positions over 20 years with Aggreko PLC, a global leader in the supply of temporary power and temperature control equipment headquartered in Scotland

Raised in the Midwestern state of Iowa, Conrad attended the University of Northern Iowa and the University of Phoenix, and is a member of various local economic organizations and chambers including his chairman role of the Small Business Committee with the Bay Area Houston Economic Partnership

Welcome New Members

BCH
Bay, Chapman, Holland & Associates, Inc

Mike Beck
Risk Consultant

Eagle Applied Sciences, L.L.C.

Deborah Lickteig
Corporate Administrator

Mission Statement

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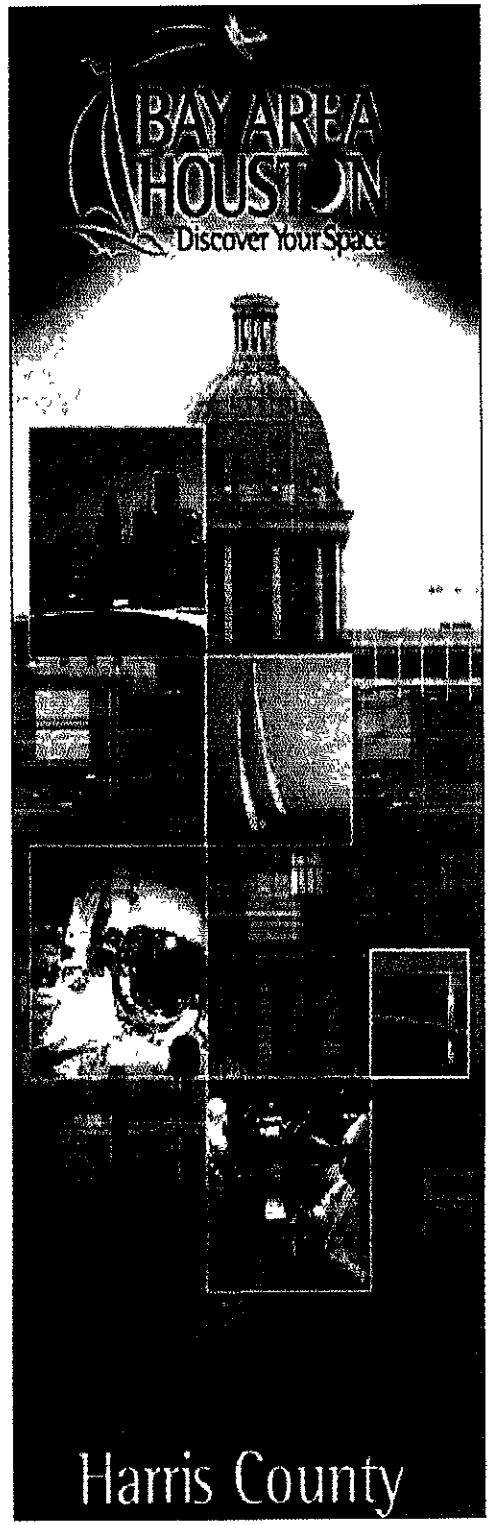
Integrity, fiscal responsibility, and sound management



The Bay Area Houston Economic Partnership

Welcomes

Jack Morman
Commissioner
Harris County Precinct Two

March 23, 2011
Lakewood Yacht Club

Sponsored by

GRIFFIN PARTNERS

PROGRAM

"WORKING IN PRECINCT TWO"

JACK MORMAN

COMMISSIONER, HARRIS COUNTY PRECINCT TWO

4 00 p.m. Social

4·30 p.m. Welcome & Introduction of Elected Officials & New Members
Robert Ellis, group president, Wyle Integrated Science & Engineering Group
Chairman, Bay Area Houston Economic Partnership

Introduction of Commissioner Jack Morman
Robert Ellis

"Working In Precinct 2"
Commissioner Jack Morman

Questions & Answers

Closing Remarks
Bob Mitchell, president, Bay Area Houston Economic Partnership

5:30 p.m Adjourn

BAY AREA HOUSTON
Economic Partnership

Jack Morman

Jack Morman was sworn in as Harris County Precinct Two Commissioner on January 1, 2011 after winning a historic election on November 2, 2010 He is the first Republican ever elected by Precinct 2 voters

A proud Deer Park native, Commissioner Morman believes in limited and efficient government His mission is to protect the taxpayers' interests, in all matters, while providing the essential services mandated by county government Commissioner Morman's top priority is to promote economic growth by improving the critical infrastructure in Precinct 2

Commissioner Morman is a graduate of Baylor University and Baylor University Law School and is licensed by the State of Texas to practice before the courts of the State of Texas as well as the U S District Court for the Southern District of Texas.

As an experienced civil litigator, he is well-versed in a broad-base of both public and private issues that affect the businesses and residents of Harris County

Commissioner Morman and his wife, Andrea, have two children, daughter Jordan and son Jack III They still make their home in Deer Park.

TODAY'S MEETING IS PROUDLY SPONSORED BY
FRED GRIFFIN, PRESIDENT, GRIFFIN PARTNERS

GRIFFIN PARTNERS

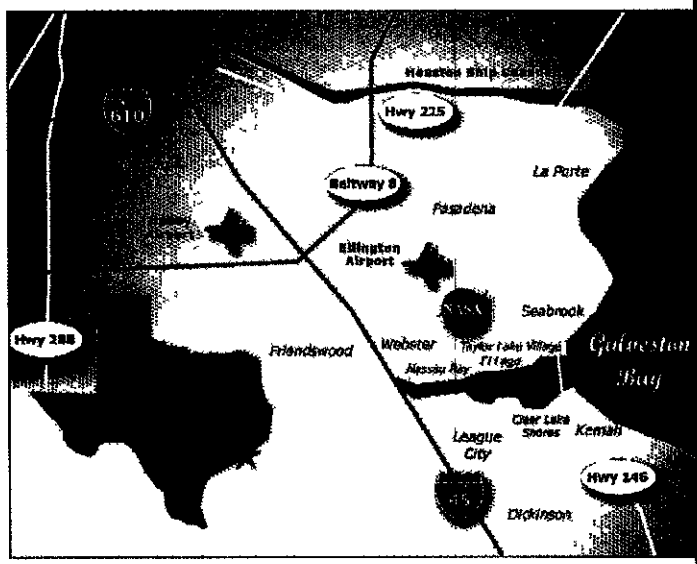
BAY AREA HOUSTON
Economic Partnership

CLEAR LAKE AREA
Chamber of Commerce

Bay Area Houston
Legislative Agenda Fact Sheet

Comprised of 13 cities, Harris and Galveston counties, the Bay Area Houston region is the home of

- NASA Johnson Space Center
- Space Center Houston
- Bayport industrial complex
- Ellington Airport / Ellington Field
- Port of Houston Authority
- ***5 school districts, 2 colleges and 3 universities***



[redacted]

The People of Bay Area Houston in 2010

Median Age of Residents	34 2
Average Household Income	$78,611
Median Household Income	$60,817
Post Secondary Education	36 6%

The Changes in Bay Area Houston 2000 - 2010

Median Age of Residents	Increase 3 4%
Average Household Income	Increase 6%
Median Household Income	Increase 3.8%
Post Secondary Education	Increase 2 8%

---

1 1 million people live, work and play in the region, which offers affordability for businesses, a value priced housing environment, and year-round activities with over 3,000 acres of public spaces

Bay Area Houston also features

- The largest concentration of specialty chemical processors in the world
- Almost 30 Fortune 500 companies in the fields of energy, oil & gas, engineering, transportation, finance, manufacturing, and more
- Industry leaders from the aerospace, biotech / healthcare, and maritime sectors

---

Clear Lake Shores Dickinson El Lago Friendswood Houston Kemah
La Porte League City Pasadena Seabrook Taylor Lake Village Nassau Bay Webster

2011/2012 LEGISLATIVE PRIORITIES IN SUPPORT OF AEROSPACE

NASA Johnson Space Center contributes greatly to the vitality of the entire state by infusing $4 9 billion each year into its economy Every region of Texas receives funds from NASA through contracts in addition to research and development dollars for our colleges and universities.

Equally important is the intellectual capital provided by the NASA JSC workforce, which not only drives the aerospace industry but also serves to influence our next generation toward careers in science, technology, engineering and math

It is vital to maintain and strengthen NASA's human space flight program initiative Through this initiative, America maintains its superiority in space and thereby its leadership position in the world

Prepared by the Bay Area Houston Economic Partnership
For more information, contact Bob Mitchell, 832 536 3255, bob@bayareahouston com

BAY AREA HOUSTON Economic Partnership

CLEAR LAKE AREA Chamber of Commerce
Serving Bay Area Houston since 1962

2010/2011 LEGISLATIVE PRIORITIES IN SUPPORT OF EDUCATION

Background

Economically challenging times like these lead us to think critically about our priorities In so doing, the Partnership and the Chamber are led to the conclusion that there's probably never been a time when it's easy to invest in education But consistent and adequate funding of schools is one of the best ways we know to insure that the future will be bright for all of us Why is it important?

- **Jobs are getting more demanding.** Increasingly, we need students coming out of school and into the workforce that are more skilled and better prepared than ever before

- **A competent workforce benefits all of us.** A high quality and plentiful workforce helps our companies to be more competitive in these challenging economic times It's also an inducement to companies to relocate here and start new businesses here Good jobs, more jobs build our business base and improve the quality of life in our region

- **An educated citizenry gives us a competitive edge.** Our heritage of a good education for all our young people has made Texas strong in the past and is an essential foundation *for our economic and social well being in the future*

- **We need strong educational institutions at all levels.** While public education (K-12) tends to get most of our attention, it's imperative that we also have healthy and vibrant *community colleges and universities*

Public schools (K-12)

- **What we know from our experiences**

  - The student population continues to grow rapidly across Texas and especially here

  - Matching the rapid growth in our student population are increasing changes in our student demographics

  - Everyone has higher expectations of our schools to produce better results, be more productive and be more accountable

  - The current funding system which freezes "target revenues" (even with the "tweaks" that were made in the 81st legislative session) is not working in our rapidly changing world of rising costs (utilities, transportation, etc), growing student enrollments and changing demographics

  - Property insurance costs have risen significantly for Gulf Coast districts since 2006 It's not uncommon for costs to have tripled (in the millions for some) and coverage to have been substantially reduced

  - Unfunded mandates (like 4X4) and under-funded mandates (like bus transportation) continue to be a challenge for us all

  - Local control of schools is of paramount importance to our communities

- **Near-term legislative actions we endorse**

    1. Helping districts on the expense side of budgets such as relief from state mandates including increased flexibility in applying classroom size limitations since new revenue is likely to be hard to come by

    2. Funding adjustments or new cost sharing arrangements for Gulf Coast districts to offset their unique property insurance challenges

    3. Providing local school boards more flexibility in accessing funds up to the $1 17 level

- **Longer-term legislative actions we endorse**

    1. Dedicating at least a portion of property tax revenues gained at the state level through increased property valuation to public education

    2. Updating the current public school finance structure to recognize increasing costs, especially that of putting quality teachers in the classroom

    3. Full funding for all mandated programs and policies

Community colleges

- **What we know from our experiences**

    - Community colleges are the largest sector of higher education in Texas, with more than 670,000 students enrolled This represents 54% of the students in Texas public higher education and 73 5% of the freshmen and sophomores in Texas public higher education

    - Enrollment at community colleges is booming For Fall 2009, over 70,000 new students enrolled (12% increase from Fall 2008) and since Fall 2000, enrollment at community colleges has increased 55% or over 237,000 students

    - Community colleges look like Texas with the demographic profile of their enrollment at 46% Anglo, 32 4% Hispanic, 13 9% African-American 7 4% Other
        - 75% of the freshman and sophomores and 78% of minority freshman and sophomores are enrolled in the State's community colleges

    - Community colleges are successful in graduating and transferring students
        - The total number of degrees and certificates awarded by community colleges has increased 49% since 2000 – now totaling over 55,000 annually
        - The total number of transfer students from community colleges to universities has increased 75% since 2000 – now totaling nearly 35,000 annually
        - Produce 62% of all registered nurses and 84% of all first responders

    - Community colleges help drive the State's economy
        - Fastest, best way to build a larger stronger middle class
        - Most attuned to the needs of business, industry and labor markets
        - Primary provider of State's workforce
        - We help in reducing the costs of social services to the state

- **Near-term legislative actions we endorse**

    1 Investing in community colleges and providing sufficient base funding in the amount of $2 213 billion This funding consists of $1 844 billion (base formula amount from the last state budget) and $368 8 million for the unprecedented growth in student enrollment at community colleges over the past two years

    2 Funding health insurance for community college employees and base the funding on employee eligibility Continuing the state's historical commitment of funding community college group healthcare insurance based on employee eligibility The critical agreement reached last session between the Legislature the Governor's Office, and Community Colleges must be preserved in the General Appropriations Act The certainty this covenant provides allows community colleges to hire and retain talented and dedicated faculty and staff to serve the growing number of Texans seeking educational opportunities

- **Longer-term legislative actions we endorse**

    1 Continuing the practice of recognizing enrollment growth with a contingency fund set aside at the Texas Higher Education Coordinating Board

    2 Adopting the Texas Public General Academic Formula Advisory Committee's recommendation to fund the additional, differential cost for delivering instruction and support services to accelerate and improve completion of developmental studies with a premium of 10% over and above the formula funding rating

    3 Continuing and increase the funding for the development of high demand career and technical education programs

    4 Continuing funding of the Skills Development Fund at the Texas Workforce Commission

Universities

- **What we know from our experiences**

    - Universities need additional support to meet the Closing the Gaps targets for college participation and graduation set by the Texas Higher Education Coordinating Board

    - Financial aid for students in the form of loans has increased significantly and may discourage students from attending college or staying in college until graduation

    - The balance between state appropriations versus tuition and fees charged to students has shifted over time, placing a larger burden on students State appropriations per total full-time student equivalent was less in 2009 than in 2001

    - Among all states, Texas tied for 30th in the proportion of adults with a bachelor's or higher degree

- Among the ten most populous states, Texas ranked 8th in degrees awarded as a percentage of the total population

- For the Bay Area Houston region, 72 6% of adults aged 25 and older had less than a bachelor's degree

- In the Gulf Coast region, the median wage was $43,281 for those with a bachelor's degree, $34,259 for those with an associate's degree, and $25,383 for those with a high school diploma

- **Near-term legislative actions we endorse**

  1 Adopting the Texas Public General Academic Formula Advisory Committee's recommendation of increasing base formula funding to cover the costs of enrollment growth and inflation

  2 Restoring formula funding impacted by the Stimulus bill

  3 Providing continued growth in funding for TEXAS Grants

  4 Providing funding for Tuition Revenue Bonds for construction of educational facilities to meet enrollment growth

  5 Continuing incentive funding for at risk students and critical field disciplines

- **Longer-term legislative actions we endorse**

  1 Developing an appropriate balance between state appropriations, including student grants, and the tuition and fees charged to students in order to enhance both the college-going rate and the college graduation rates in Texas

  2 Expanding incentive funding to include best practices in K-16 partnerships

BAY AREA HOUSTON Economic Partnership

CLEAR LAKE AREA Chamber of Commerce

2011/2012 LEGISLATIVE PRIORITIES IN SUPPORT OF ELLINGTON FIELD JOINT RESERVE BASE

Official Joint Reserve Base (JRB) status / facilities for Ellington Field

- Comprehensive study needed to address the future of Ellington Field JRB including
  - How to fund and run a de facto Reserve Base; consolidate under a single entity (joint services or interagency) across tenant services and agencies (current units include TX Air National Guard (TXANG), TX Army National Guard (TXARNG), Army Reserve (USAR), Navy Reserve (USNR), Marine Corps Reserve (USMCR), Coast Guard (DHS/USCG) and NASA JSC
  - Continued growth in joint military value:
    (1) Prime site for fighter basing (Air Sovereignty, Alert, airspace, noise, facilities)
    (2) Strategic joint mission "Center of Excellence" theme(s) – Homeland Security, Fusion
    (3) Physical expansion potential (more units will come to Ellington as DoD consolidates)
  - Joint and Quality of Life facilities for Ellington
    (1) Commissary, BX (Defense Commissary Agency (DeCA), Army-Air Force Exchange Services (AAFES)) formulas for justification do not adequately assess the need of Houston's military and large retiree community
    (2) Shooting range is a critical need now! Fitness Center, Running Track/Trails, joint security, joint ID card facility, joint dining, joint medical, mobility processing and joint billeting are also joint facility priorities

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Manned Intelligence, Surveillance & Reconnaissance (ISR) / Incidental Awareness & Assessment IAA aircraft/mission

- Manned aircraft are essential to the health of the Remotely Piloted Aircraft (RPA) crew force
  - Develop and maintain; airmanship, judgment, situation awareness, decision making, basic flying skills, flight discipline
  - Instrument Rating in a manned aircraft is required by FAA to fly RPAs in U S airspace
  - Critical to recruiting and retention / long term health and maintenance of pilot force
- Synergies of the same crew force (pilots/sensors) flying RPAs & manned aircraft are huge; payoff in both missions
- Tremendous demand for ISR/IAA aircraft
  - Insatiable demand for combat ISR/IAA platforms and capabilities at home and abroad
  - Current, miniscule ANG RC-26 fleet has been an overwhelming success at very low cost (Law Enforcement and Incidental Awareness and Assessment missions, e.g , Haiti, Katrina, political conventions, etc , in addition to combat missions)
  - Homeland/Civil Support missions are now legitimate missions for DoD funding, but are relatively unused

Prepared by the Bay Area Houston Economic Partnership
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BAY AREA HOUSTON Economic Partnership

CLEAR LAKE AREA Chamber of Commerce

2011/2012 LEGISLATIVE PRIORITIES IN SUPPORT OF HEALTHCARE – SMALL BUSINESS PERSPECTIVE

The area of healthcare coverage and healthcare costs is a primary concern for Texas small businesses Costs, for example, have escalated at a rate of ten to twelve percent in recent years, and even higher in the case of some businesses. Many companies are cutting coverage for their employees or significantly increasing co-pays in attempts to contain these rising costs Some businesses choose not to provide healthcare coverage for their employees, because they would not be able to survive as a company should they do so

The complexity of the new Federal Healthcare Bill is very frustrating to most small business owners Even though the bill is signed into law, the cost and other ramifications to the small business owner are far from clear For example, it appears that the three healthcare options for businesses under the new Healthcare Bill are

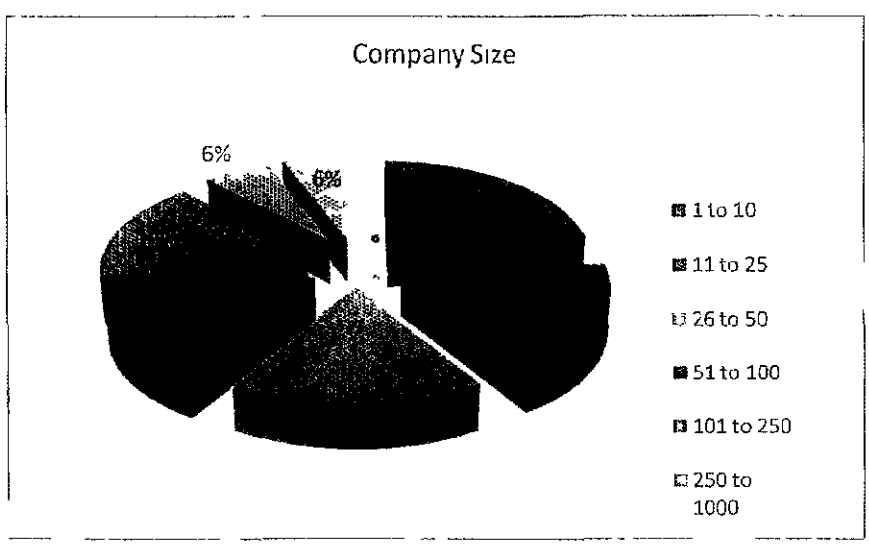
1 Contract directly with healthcare provider or insurer (as is done today),
2 Opt out of healthcare coverage and pay an approximate $2K fine per employee (after the first 30 employees), or
3 Pay for coverage under a state-run "Exchange" program

This "Exchange" program, which Texas will run, is not defined and thus has completely unclear cost implications at present

Specific Healthcare Concerns of Small Business

A brief questionnaire was developed and sent to more than forty business owners or executives (all members of BAHEP)

Most (95%) of the firms polled are small businesses with less than 1000 employees



Prepared by the Bay Area Houston Economic Partnership
For more information, contact Don Kelly, Ph.D , 281 857 6326, don@trustencore com

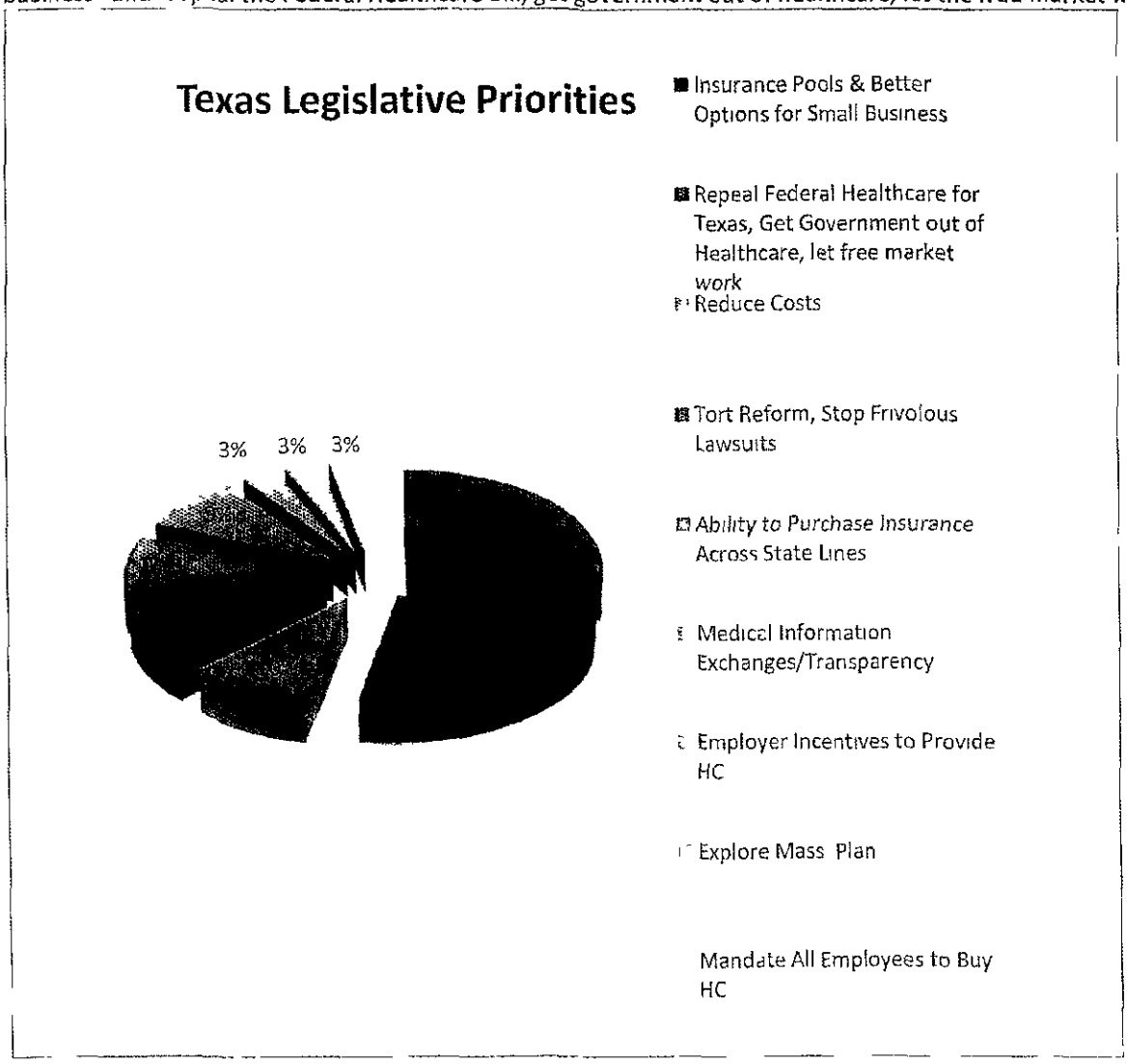
The majority (95%) of our firms polled offered healthcare coverage for their employees

The top healthcare concern By far, the top concern was "annual rising costs," **80%**, followed by "Government will further increase costs," **10%**, "Providing affordable comprehensive healthcare plans for employees," **5%**, and "complying with new healthcare reform legislature," **5%**

The number two concern The dominant themes combine for **53.7%** related to "decrease in quality of coverage" and concern for employees' "qualifications [and the potential for] denial or limitation of coverage" for their workforce

The third healthcare concern The wide range of responses [11] in such a small sample indicates an array of concerns *and the uncertainty created for small business by this new legislation Twenty-five percent felt they had expressed their* primary concern in the first two responses The next, most prevalent concern is for "quality and best coverage," but the remaining business leaders all expressed different, individual concerns

The next area polled asked the question, "What might the Texas Legislature consider as priorities relating to healthcare"? Anumber of helpful suggestions with the top two being "insurance pools and better options for small business" and "repeal the Federal Healthcare Bill, get government out of healthcare, let the free market work "



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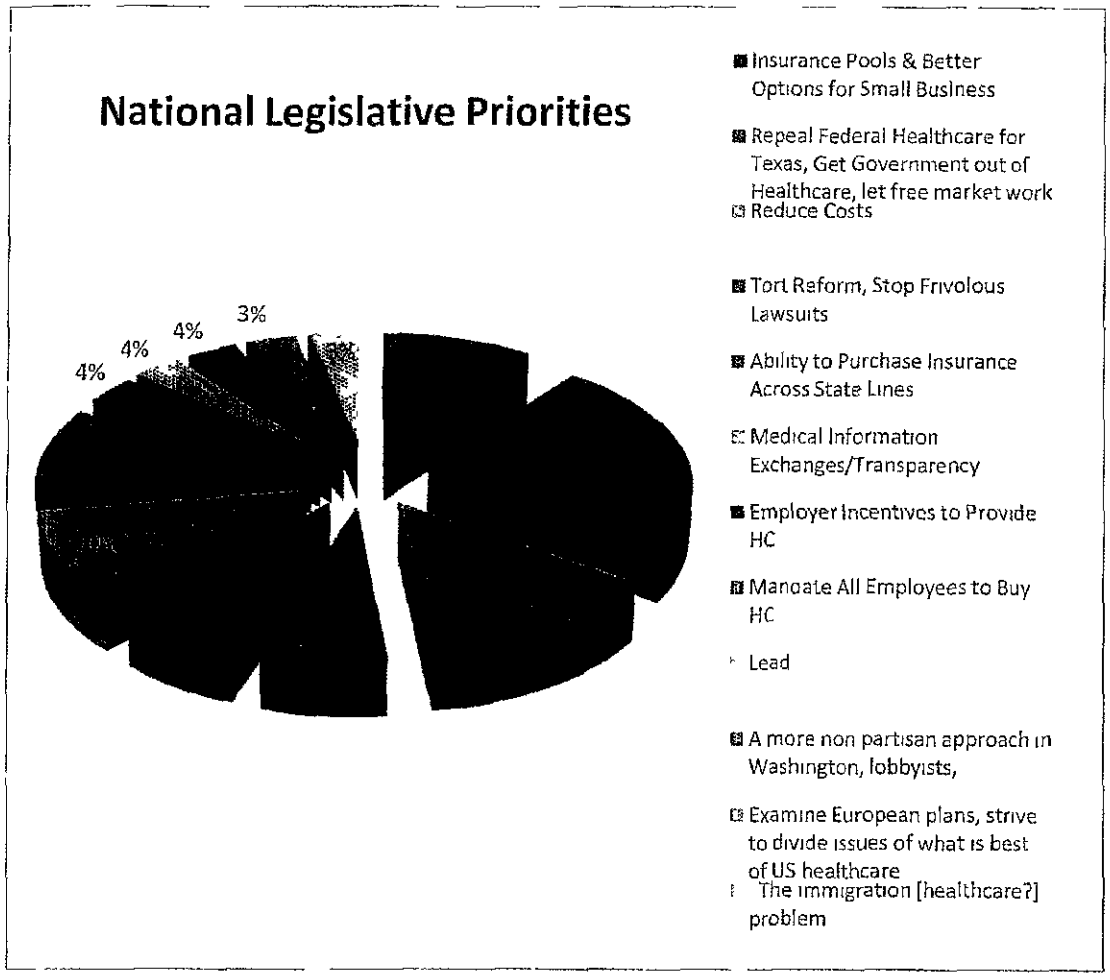
Finally, we asked what the Texas Legislature might do from a national perspective relating to healthcare to benefit Texas small businesses The top responses matched the results from previous question, "repeal the Federal Healthcare Bill, get government out of healthcare, let the free market work," second was "reduce costs" (which was 3rd on the state level) and finally, [create] "insurance pools and better options for small business "



Conclusion

Based on these polling results from our members of the Bay Area Houston Economic Partnership, our conclusions are

1 The primary obstacle to continuing to provide healthcare benefits is the pattern of rising costs, which is creating substantial hardship for many small businesses

2 The new healthcare legislation has created substantial uncertainty and concern for future ramifications in the small business community

3 In addition to rising healthcare costs, business owners are not confident that a government-run healthcare system will perform any better, and that government might in fact drive costs up even further. Second to the ability to continue coverage is the concern for the quality of care and access to coverage with concern for employees' potential to for denial or limitation of coverage

Prepared by the Bay Area Houston Economic Partnership
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Maritime Industry Job Preservation

Executive Summary

Several states, including Florida (the largest boat sales state), Rhode Island, Delaware, North Carolina, South Carolina, and Georgia have made recent changes to their state tax structure to create a "boater friendly" environment. These tax law changes have placed Texas (the second largest boat sales state) at a competitive disadvantage and can harm Texas sales tax revenues and jeopardize Texas marine industry jobs and the jobs of ancillary businesses (retail, service, and restaurant) in and around Texas recreational boating areas

Texans enjoy boating and the lakes, rivers, streams, and coastal waters of Texas provide boaters with ample recreational and commercial opportunities Boats are mobile, they can be moved and sailed to other ports. Boat sales are mobile, too. Going forward, the risk is that Texas sales tax revenue will go down and Texas will lose business and jobs to Florida and other states. Jobs and sales taxes tied to the marine sector will be lost, including jobs at marinas, shipyards, at outfitters & re-fitters, at marine retailers and restaurants, at rigging shops, and at repair, mechanic and overhaul operations.

In order to preserve and protect Texas marine industry and related jobs, we suggest and support the following actions·

- Placing a cap, like Florida has already done, on the sales and use tax levied on recreational boats in Texas This would level the playing field and make Texas more "boater friendly," allowing for more sales and support of industry jobs in Texas For sales tax purposes, the boat sale transaction value would be capped at $250,000 to neutralize the incentive to move the boat sales transaction to Florida or other states.
- Changing the Texas sales and use tax rules by placing all recreational vessels under the Texas Parks and Wildlife Boat and Motor Sales Tax Rule 3.741 (currently vessels over 65 ft. have separate rules and are taxed at a higher rate than smaller vessels).
- Establishing a "Safe Harbor" rule for out of state vessels to allow non-Texas registered vessels to remain in state for a period of time to make needed repairs In turn, these vessels would spend dollars in Texas and help preserve maritime industry jobs in Texas

Performing these actions will allow Texas to remain competitive with other states and retain Texas jobs in the marine industry and the jobs of those supporting the industry.

Prepared by the Bay Area Houston Economic Partnership
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MISSING THE BOAT

BOATING SHOULD BE BIG BUSINESS IN TEXAS

The Texas Boating Industry believes 6 25% sales tax on boat sales results in a regressive situation where Texas buyers go elsewhere to take advantage of Sale Tax caps in other states ("offshore closings"), rather than paying Texas sales and use tax Each boat purchased by Texas citizens beyond Texas borders provides no tax revenue to the State of Texas as the expenditures to accommodate these transactions accrue elsewhere The industry feels that a competitive sales tax cap would at once remove the incentive for many out-of-state and offshore transactions, while generating much-needed tax revenue for the State of Texas

An evaluation of boat sales and sales tax collections in Texas determined the State is at a significant competitive disadvantage to competing States [1] Sales data was collected from 11 Texas boat brokerages, which provided details on 2,058 separate boat purchases over the period of 2006-2009

[1] *"A Survey of Boat Sales Tax in Texas" Thomas J Murray & Associates, Inc 2010*

THE PROBLEM

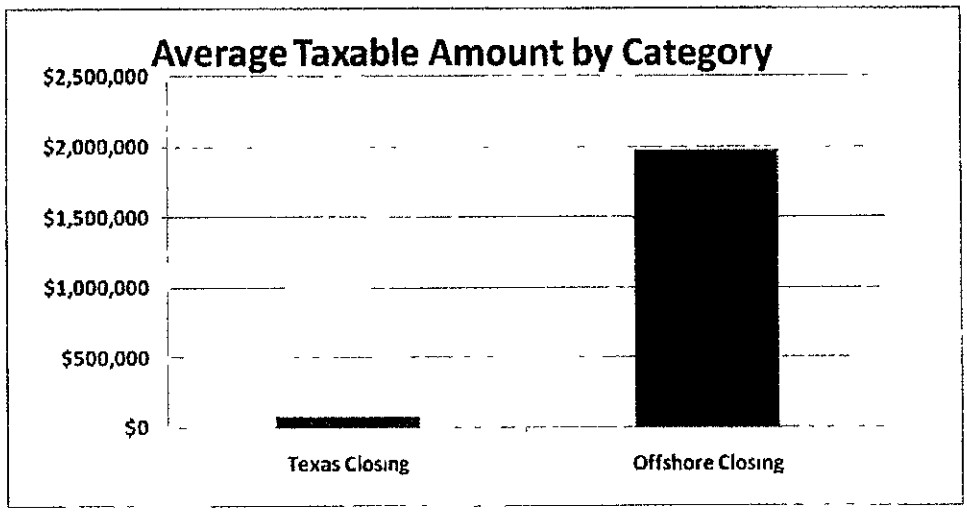
Many boat buyers purchase, close, and take delivery of their vessels out-of-state or offshore to avoid paying the 6.25% Sales and Use Tax For most of the more expensive boats sold from Texas, no sales tax is paid to the state whatsoever as they re-registered in another state with more favorable sales tax laws.

- Rhode Island - 0% tax
- Delaware - 0% tax
- North Carolina - $1500 00 tax cap
- South Carolina - $300 00 tax cap
- Georgia - 0% sales tax on used vessels, etc etc

Others are put into an offshore foreign corporation & "Reflagged" in Countries such as St Vincent, Marshall Islands, British Virgin Islands, and Cayman Islands, all of which are very "Boater Friendly" This process typically runs approximately $9,000 to $15,000, averaging $12,000 in additional revenue for those governments and in attorney's fees

The Study results indicate that sales price was a significant factor in the decision that a sale was closed outside the United States and therefore no tax being paid For each additional $US 100,000 in sales price there is a 20% increase in the odds that the sale will be closed outside the United States

- The average and median prices for the offshore transactions in 2010 were US $1,979,652 92 and US $1,757,000 respectively,
- The average and median price for the transactions that paid Texas sales tax were US $80,975 29 and US $30,173 5 respectively,
- In Texas the average sales price was US $93,891, and for those transactions that sales tax was paid, the average tax paid was US $4,388



Other states and governments have learned that they can benefit economically and socially by attracting revenue from Boats and Boating to their communities. The current situation encourages buyers to take their Boats and dollars elsewhere, and discourages them to register in Texas.

There are 1,345 documented recreational vessels with Texas owners that are kept out-of-state to berth and operate - at a substantial loss to Texas revenue.

Closing of Sale	Average Sale Price	Average Sales Tax
Texas Closing	$ 80,975	$ 3,911
Offshore Closing	$ 1,979,652	$ 0 00

The data shows that when the tax is paid, it exceeds the average administrative cost for an offshore closing and the probability for the offshore closing increases dramatically. The transaction data, as well as the regression results support this hypothesis.

THE STATE OF TEXAS NEEDS SALES TAX REVENUE

Each vessel on average spends $47 9 thousand in non-Texas economies If each vessel remained in Texas the economic impact would be an additional $36 million to the Texas economy, directly generating over 400 additional jobs and $12 0 million in incomes States such as Rhode Island - which has no sales tax - report that virtually 100% of vessels documented in that state also choose to remain there as the primary Hailing Port

The larger mega yachts that now avoid Texas due to misguided piloting requirements and the lack of safe harbor provisions, have repairs and maintenance performed annually that generate an average $488,000 in economic impact to competitive states such as Florida and Virginia

Texas needs sales tax revenue to help run and pay for the State's business

The current system is unfair and causes losses in Texas sales tax revenue because many of the most expensive Boats sold pay no sales tax on the purchase of their boats, and the least expensive boats sold pay 6.25% sales tax

Taxes are market-driven on highly discretionary mobile assets such as Boats If the cost is not competitive, buyers will not pay it They will travel and buy where the taxes and Governments are more favorable and "boater friendly"

HOW MUCH TAX IS TOO MUCH?

Several states and governments have learned the hard way They can do considerable damage to their economies and citizen's livelihoods and industries by excessive taxation.

A Classic example was the financial disaster the Federal government created in 1990 with a 10% luxury tax According to a Wall Street Journal editorial, the Labor Department estimated that in Florida, the nation's leading boat building state at that time, builders laid off 5,000 out of 18,000 laborers by the end of 1990 and those layoffs were not isolated Retailers, manufacturers, and services aligned to the boating industry were simultaneously affected To provide even the slightest justification for these job losses, the government should have at least been realizing substantial revenue gains Nevertheless, according to the same editorial, the Joint Committee of Taxation has released collection estimates of which only $3 million were attributable to boats in 1991

HOW MUCH TAX WILL TEXAS BUYERS PAY?

Buyers have demonstrated repeatedly they will pay $12,000 – or what it costs to Foreign Flag their Yachts rather than the onerous 6 25% tax and every broker we've spoken with believes this to be true

BOATING SHOULD BE BIGGER BUSINESS IN TEXAS!

In 2009 the State of Texas had approx 547,000 registered Power and Sailboats. Based on an Economic Impact Model developed by Michigan State University, the annual direct impact of Boating in Texas is $1 15 Billion in sales and 16,465 jobs, with a secondary effect of $1 87 Billion in sales and a total of 23,062 jobs

With a sales tax cap and other Boater friendly incentives in place the sales and job outlook is even greater for the State of Texas

2011 Texas Marine Industry:

AIR CONDITIONING SALES/SERVICE
ALUMINUM FABRICATORS
APPRAISERS
ATTORNEYS - MARITIME
BILGE CLEANING
BOAT DEALERS AND BROKERS
BOAT EQUIPMENT AND SUPPLIES
BOAT LETTERING AND GRAPHICS
BOAT LIFTS
BOAT REPAIRING
BOAT SHOWS
BOAT TRAILERS
BOAT YARDS
BRIGHTWORK
BULKHEAD MATERIALS AND SUPPLIES
BULKHEADS INSTALLATION
MARINE CABINET MAKERS
CANVAS GOODS
CARPET DEALERS
CHARTERS - FISHING
CHARTERS BOATS
CLEANING AND DETAILING
CONSULTANTS - MARINE
DIVERS
DOCK BUILDERS
DREDGING CONTRACTORS
DRY DOCK SERVICE
ELECTRICAL REPAIRS
ELECTRONIC EQUIPMENT DEALERS AND INSTALLATIONS
ENGINE CLEANING
ENGINE PARTS AND EQUIPMENT
ENGINES REBUILDING
FIBERGLASS PRODUCTS
FIBERGLASS REPAIRS
FINANCING
FIRE SAFETY SYSTEMS
FISHERMAN SUPPLIES
FISHING - BAIT
FISHING TACKLE DEALERS
FLAGS AND BANNERS
FUEL DOCKS
FUEL TANK CLEANING
GENERATORS - MARINE
GIFT SHOPS - NAUTICAL
GLASS MARINE AND TINTING
HARDWARE - MARINE
HEADS AND PLUMBING
HEAT EXCHANGE CLEANING SERVICE
HOTELS
INSPECTIONS AND LICENSING
INSTRUCTIONS AND LICENSING
INSURANCE
INTERIORS - BOATS AND YACHTS
LAUNCHING SITES
LETTERS NUMBERS AND STRIPING
LIFE RAFTS
LUMBER - MARINE
MARINAS
MARINE CONTRACTORS
MARINE RADIO SERVICE
MARINE REPAIRS
MATTRESSES
METAL FABRICATORS
NAVIGATION EQUIPMENTAND SUPPLIES
NAVIGATION SCHOOLS
OUTBOARD MOTOR DEALERS
OUTBOARD MOTOR REPAIRING
PAINTING HULL AND TOPSIDE
PERSONAL WATERCRAFT
PERSONAL WATERCRAFT REPAIR
PEST CONTROL
PHOTOGRAPHERS - MARINE
PIERS AND PILINGS
PLUMBING - MARINE
PROPELLERS
PUBLICATIONS - BOOKS, AND MAGAZINE DIRECTORIES
PUMP OUT STATIONS
RADAR EQUIPMENT AND SALES
REFIGERATION SALES AND SERVICE
RENTALS BOATS
RESORTS
RESTAURANTS
RIGGING
SAFETY EQUIPMENT AND SUPPLIES
SAILMAKERS
SALVAGE - MARINE
SANITATION EQUIPMENT/SERVICES
SATELLITE EQUIPMENT
SATELLITE TELEVISION SERVICE
SCHOOLS - POWER AND SAIL
SEAFOOD RETAIL
SECURITY AND MONITORING EQUIPMENT SYSTEMS
SHIP CHANDLERS
SHOES - BOAT
SHRINK WRAPPING
SPORTFISHING AND YACHT CONSULTANTS
STORAGE - BOATS
SURVEYORS - HULL AND CARGO
SURVEYORS BOATS AND YACHTS
TANKS - FUEL, HOLDING AND WATER
TOWERS AND PULPITS
TOWING - MARINE
TRAILER EQUIPMENT AND PARTS
TRAILER REPAIR AND SERVICE
TRANSMISSIONS - MARINE
TRANSPORTING - BOATS AND YACHTS
UPHOLSTERERS
VESSEL DOCUMENTATION
WATER MAKER EQUIPMENT AND SYSTEMS
WATER SKIING EQUIPMENT AND SUPPLIES
WEATHER INFORMATION
WEATHER INSTRUMENTS
WELDING
WINCHES - WINDGLASSES
WINDSHIELDS BOATS
WOODEN BOAT REPAIRING
WOODWORKING
YACHT CLUBS
YACHT DELIVERIES
YACHT MANAGEMENT
YACHT REPAIRING

BAY AREA HOUSTON Economic Partnership

CLEAR LAKE AREA Chamber of Commerce

2011/2012 LEGISLATIVE PRIORITIES IN SUPPORT OF

STATE FRANCHISE TAX – SMALL BUSINESS PERSPECTIVE

Many small business owners have experienced some damaging consequences from this system of taxation Small business owners have experienced a large overall increase in their tax liability to the state under this new tax structure

The state's gross-receipts based tax structure places a heavy burden on small business owners, it is not kind to many small business owners who had faithfully paid the state's old franchise tax In a survey done by the NFIB (National Federation of Independent Business), 84 percent of Texas small business owners reported a franchise tax increase of over 100 percent while over 40 percent of the respondents reported a tax increase over 500 percent

Short of outright repeal, we agree with NFIB/Texas in the following bullet points and strongly encourage the support and enactment the of following reforms to the Texas franchise tax so that small business can continue to thrive and create jobs·

- Allow deduction for cost of compliance for companies under $20 million,
- Make permanent the $1 million small-business exemption,
- Require a super-majority vote of the legislature before the tax rate can be increased,
- Allow increased deductions and tax incentives for employers providing benefits;
- Lower the tax rate by 50 percent for businesses with under $20 million in gross receipts; and
- Allow deductions for cost of employment for all contract labor used by Texas firms

Without these reforms, many small businesses will continue to suffer We urge the legislature to consider supporting these reforms

Prepared by the Bay Area Houston Economic Partnership
For more information, contact Mark Conrad, 832 444 6528, mark conrad@expresspros com

2011/2012 LEGISLATIVE PRIORITIES IN SUPPORT OF TELECOMMUNICATIONS

The Bay Area Houston Economic Partnership supports the continued updating of the state's telecommunications laws to reflect the competitive marketplace and the critical need for communications innovation and investment Examples of specific items to possibly address through legislation include

- Removal of an existing requirement to file customer specific pricing contracts,
- Elimination of existing requirements to file unnecessary reports,
- Elimination of an existing price floor to allow incumbent carriers to adjust (lower) their prices similar to their competitors,
- Permissive tariff filings, which would allow a company to file an electronic customer notice or pricing sheet as opposed to existing requirements to file voluminous paper documents to justify the product and pricing to the Texas Public Utility Commission,
- IP pre-emption bill from state regulation (VoIP), which would deny any opportunity to regulate internet based products

Prepared by the Bay Area Houston Economic Partnership

NASA's Budget and its Impact on the Region

Bob Mitchell
President
Bay Area Houston Economic Partnership
February 22, 2011

BAY AREA HOUSTON Economic Partnership

- Who is BAHEP
- NASA Advocacy Efforts
- 2012 NASA Budget
- Current Initiatives in the Region

Economic Impact

- In FY10, JSC obligated over $4.3 billion to businesses located in Texas
- Current JSC related employment
  - 16,494 direct jobs, $1.55 billion payroll
- Multiplier Effect (in Bay Area Houston)
  - 4,000 direct jobs=6,315 total jobs, $567 million
  - 5,000 direct jobs=7,894 total jobs, $709 million
  - 7,000 direct jobs=11,052 total jobs, $993 million

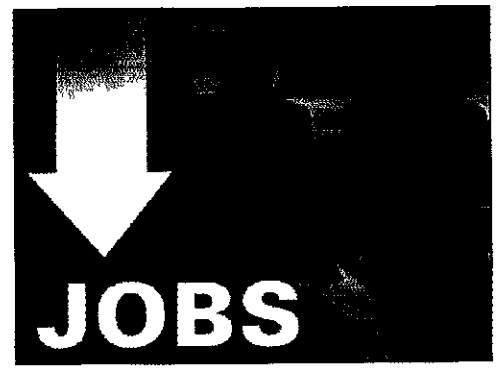
February 2, 2010 Budget Request

- President Obama released his FY 2011 budget proposal including NASA's 2011 budget:

1. Eliminated NASA's Constellation Program
2. Extended International Space Station
3. $1billion more for NASA annually
4. Provided money to commercial interests to launch cargo and crew
5. Increased our reliance on foreign countries

CONSTELLATION

Houston Area Job Loss

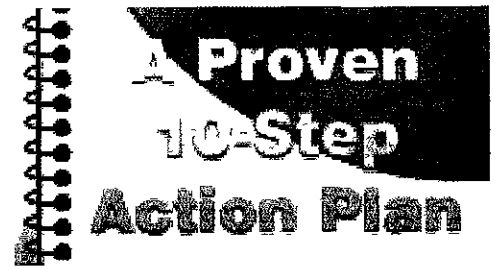


- Prior to February 2, 2010
  - Approximately 750 – 1,000 direct jobs as the Shuttle Program retires
- After February 2, 2010
  - As many as 7,000 jobs
  - Shuttle employees & Constellation employees
- Assuming a multiplier of about 1.58, losing 7,000 direct jobs would have an impact on the area of 11,052 direct and indirect jobs.

Preserving Aerospace Talent

- BAHEP continues activities to Preserve Aerospace Talent in the Region:
  - Working closely with aerospace contractors, Texas Workforce Commission, HGAC, Workforce Solutions, area colleges and universities, area ISDs and the United Way
  - Providing resources to affected employees
    - Preserving Aerospace Talent Web site
    - 5 area transition centers
    - Training classes
    - Resource events
    - Job fairs
    - Communication
    - Alternative certification degrees

10 Point Action Plan



- Following the president's budget announcement, BAHEP developed a 10-point action plan:

1. Target local, state and federal elected officials to join the fight
2. **Target officials from states with leadership on key committees**
3. Target small business across the country that will be affected
4. Travel to Washington, D.C., as required
5. Develop fact sheet with "what if scenarios" and Web links
6. Develop white paper on importance of keeping human spaceflight
7. Work with professional organizations that deal with these issues
8. **Take advantage of social media: YouTube, Facebook, GoBoldly**
9. Create a coalition with other states to have ONE message
10. Target media: press, radio, television, both local and national

Activities February - December 2010

- 32 speaking engagements
- 4 Washington, D.C., trips
- 111 appearances in print and electronic media
- 57 interviews on broadcast media
- 15 documents created as templates for outreach
- 648 small businesses from 40 states wrote letters
- 61,834 letters generated by GoBoldly campaign

2010 NASA Authorization Act

- The Senate and the House both developed bills for NASA that:
  - Reinstate major components of America's Human Space Program
  - Accelerate development of a heavy lift launch vehicle and human spacecraft to explore beyond low Earth orbit
  - Add one additional Shuttle flight
  - Develop a "walk before you run" approach to commercial interests
  - Extend ISS to 2020
- The Senate bill passed the full Senate prior to last summer's recess
- The House passed the Senate bill on September 29
- The President signed the bill into law on October 11

January 1	February 2	April 15	
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	Heavy Lift
[illegible]	[illegible]	[illegible]	Full Crew Vehicle
[illegible]	[illegible]	[illegible]	Moving Forward
[illegible]	[illegible]	[illegible]	One Additional Flight
Cargo and Crew	[illegible]	[illegible]	Walk Before You Run $1.5 Billion over 3 years $672M + $500M + $500M
[illegible]	[illegible]	[illegible]	[illegible]

2012 NASA Budget Proposal

- $18.7 Billion Budget for NASA
- Human Space Exploration Portion of the Budget

	2010 NASA Authorization Act	2012 Budget Request
HLV	$2.7 Billion	$1.8 Billion
MPCV	$1.4 Billion	$1.0 Billion
Commercial	$612 Million	$850 Million

2012 NASA Budget Proposal

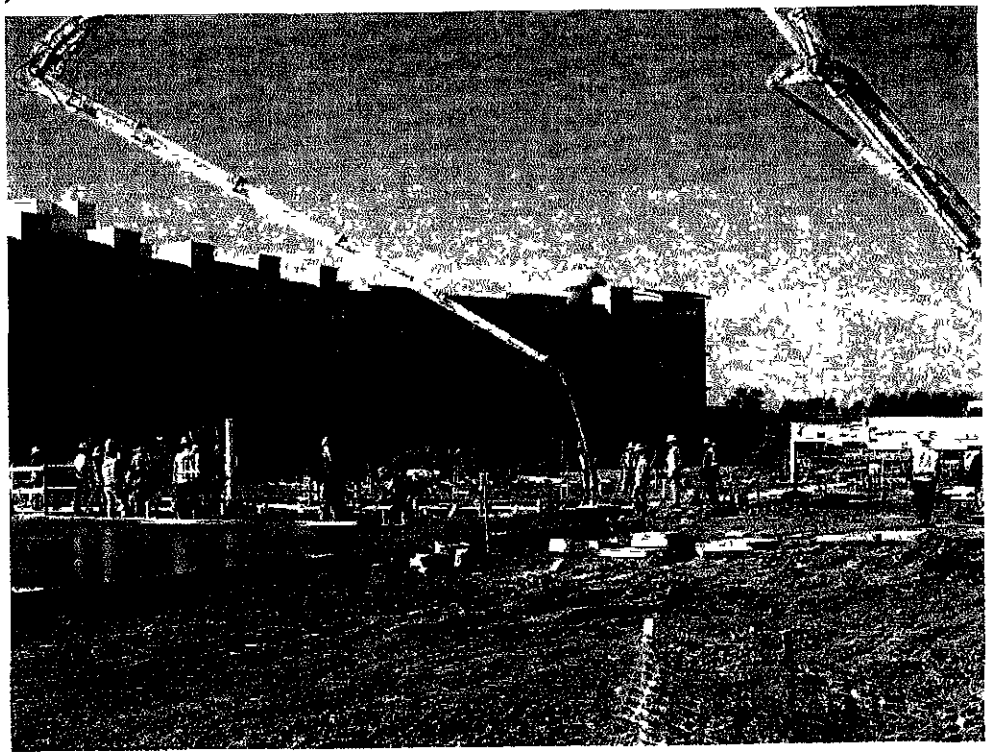
- Sen. Bill Nelson, Florida
  - "In this time of necessary budget cuts, NASA does well compared to most other agencies. But the president's budget does not follow the bipartisan NASA law Congress passed late last year. The Congress will assert its priorities in the next six months."
- Rep. Pete Olson, Texas
  - "Plain and simple: This budget is a non-starter, this budget ignores the human space flight priorities outlined by Congress last year. We fought this battle last year and won, and I believe we will do so again."

Activities Planned for 2011

- March 9-10 **Trip to Washington, D.C.**
  - Focus of this trip is to meet with the 107 new members of Congress to educate them on the importance of a healthy space exploration program and its benefits to the country
- March 30-31 **Space Day Austin**
  - Meet with Texas Legislators to discuss the economic impact that NASA/JSC provides to the State
  - Educational events for school children throughout the Capitol
  - Exhibits - Displays in Capitol Rotunda
- June 6-9 **20th Annual Trip to Washington, D.C.**
  - Plan to meet with over 350 members of Congress
  - 150 travelers including 20 to 25 College Students
  - Congressional reception

Bay Area Houston Moves Forward

- UHCL Economist Bob Hodgin says the worst of the recession is behind us
  - Among other indicators, Sales Tax revenue in our 13 area cities is up over 12%, comparing December 2009 to December 2010 numbers



The Bay Area Houston Advanced Technology Consortium: *BayTech*

BAHEP is creating a new 501(c)(3) technology consortium (industry and academic participants), to capitalize on this region's existing knowledge base to meet federal R&D needs (DOE, DOT, DOD, NIH, Homeland Security, etc.) to:

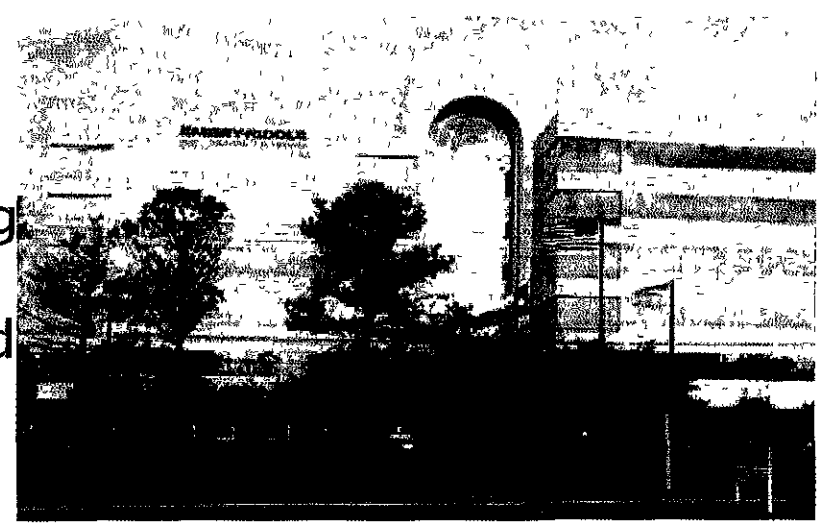
- Creating and preserving area jobs
- Generating new revenue streams for consortium participants

BayTech: Activities to Date (partial list)

- Met with a wide range of Elected Officials
- Met with Academia
- Met with NASA/JSC
- Met with Governor Perry
- Submitted IRS 501(c)(3) Request

Ellington Excitement

- 10 buildings under construction or completed last year, valued at more than $80 million including
  - New Military Facilities for the Joint Reserve Base
  - New Fire Station
  - New Control Tower
- U.S. Coast Guard has just completed purchase of a tract of land to begin construction of their new Sector Headquarters
- Embry Riddle University
  - One of two remaining sites being considered for ERAU's 3rd major campus with a decision expected this March



Just a Few Local "Hot Projects"

- Griffin Properties breaks ground on new 4 story office building in the Nassau Bay Town Square
  - More retail buildings to be added in 2011
- HCA Clear Lake Regional Hospital announces a nearly $92 million expansion and renovation project
  - New 154,470 square foot Patient Tower, operating rooms, pre-operating and recovery rooms, plus a 30-bed adult ICU
- Outlet Malls seek land for new developments
  - Tanger Outlets is interested in a 30 acre site in League City for development of 95 stores
  - Simon announces their intent to purchase land for "Galveston Premium Outlets" on I-45

Thank You

8-41

www.bayareahouston.com
Bob@bayareahouston.com
832-536-3255

AGENDA ITEM #5

COUNTY OF GALVESTON

On this the 10th day of May, 2011, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

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

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

Whereas, on May 14, 2011, the **League City Masonic Lodge #1053** will begin observation of its **Centennial Celebration** marking its foundation on December 7, 1911 as a place to further the values of the Ancient Free & Accepted Masons in the League City area, and

Whereas, although the Ancient Free & Accepted Masons are believed to descend at least from the Stone Masons Guilds of Western Europe as they existed 800 years ago, it is well established that the Masons have had a pivotal role in the creation not only of these United States, but Masons Stephen F Austin, Sam Houston, William Travis, James Bowie and Anson Jones were instrumental in the birth of Republic of Texas and/or its subsequent admission to the Union, inculcating Masonic values into Texas culture, and

Whereas, the bond of brotherhood that exists among Masons was exemplified during the Battle of Galveston in January 1863 when Masons from the Confederate forces occupying Galveston allowed and participated in a Masonic burial for a Mason from the Union forces who had been killed in the battle, and

Whereas, the Masonic values of selfless dedication to the betterment of all mankind have been exhibited by numerous members of the League City Masonic Lodge #1053, Lodge Member Clair Chennault founded the famous Flying Tigers in World War II, Lodge Member I W Hyde was the first President of the Clear Creek ISD, Lodge Member James Haydn Ross was a League City businessman and civic leader, and longtime City Councilmember Chester Davis was a noteworthy member of the Lodge But countless members of the Lodge have worked for the betterment of their community and county and all their efforts are commemorated in the **Centennial Celebration** of the **League City Masonic Lodge #1053.**

Now, Therefore Be It Resolved that in recognition of the 100 years of citizenship and service given by the members of the **League City Masonic Lodge #1053**, the Commissioners' Court of Galveston County does hereby proclaim May 14, 2011 to be **"League City Lodge Day"** in all of Galveston County

Be It Further Resolved, that a copy of this **Resolution** be spread upon the minutes of this Court and that the Original hereof be delivered to the most worshipful **Grand Master of Texas, Mr. T.E. "Gene" Carnes** as evidence of the congratulations of the **Commissioners' Court** of **Galveston County, Texas** upon this auspicious occasion as well as its wishes that the **League City Masonic Lodge #1053** continue to perform its good works for year to come

Upon Motion Duly Made and Seconded the above **Resolution** was unanimously passed on this the 10th day of May, 2011

So mote it be.

Attest

County of Galveston, Texas

By:

Dwight D. Sullivan, County Clerk

Mark Henry, County Judge

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

Stephen D. Holmes, Comm., Pct #3

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

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #6

COUNTY OF GALVESTON

On this 10th day of May, 2011, the **Commissioners' Court** of **Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

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

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

Whereas, the **Coastal Conservation Association**, which began in Houston in 1977 by individuals who were concerned with the declining population of Redfish hatched in the wild, was developed in part to preserve and improve our state's fisheries and wetlands, and

Whereas, Redfish hatchery programs have consistently improved since the 1980's and today, are a viable means of helping restore Redfish to state owned waters, and

Whereas, during the week of May 23, 2011, sixty specially tagged redfish will be released as part of the **STAR** attraction in the **22nd Annual 2011 CCA Texas State of Texas Anglers' Rodeo (STAR)** that is being sponsored by the Texas Ford Dealers and Tilson Home Corporation, and

Whereas, the **STAR Tournament,** which this year begins Saturday, May 28th, 2011 and ends September 5, 2011 has grown from humble beginnings to, with approximately 40,000 current participants, being the largest fishing tournament in Texas and possibly the United States Every year, the week before Memorial Day, **CCA** members introduce tagged Redfish into the bays and waterways across the Texas Coast in areas accessible by boat and by foot such as the Galveston Yacht Basin Keeper-sized prizes can be claimed by **STAR** anglers who bring in the first ten (10) tagged fish The first five (5) winners drive home in a 2011 loaded Ford F-150 "Texas Edition" XLT SuperCab, pulling a brand new 23'Haynie BigFoot boat rigged with a Mercury 150LOptiMax motor and a Coastline trailer The next five (5) winners will win the same boat, motor and trailer, and

Whereas, in addition, prizes are awarded to **STAR** contestants who catch the largest speckled trout, the heaviest kingfish, dorado and ling and the biggest flounder, gafftop and sheepshead Also, youth are attracted to the sport of fishing since the **STAR Scholarship Divisions** offer a total of ten college scholarships ranging from $20,000 to $50,000 each, and

Whereas, the **Commissioners' Court of Galveston County, Texas** wishes to express its support to the **Coastal Conservation Association** as well as all supporting volunteers and businesses who have worked so hard to ensure a successful contest The **Court** also adds its prayers that the upcoming tournament will be a safe and enjoyable one for all

Now, Therefore, Be It Resolved, that the **Commissioners' Court** of **Galveston County, Texas** hereby extends both its thanks to all members of the **Coastal Conservation Association** for their hard work and dedication in making this years tournament one of the best ever and its best wishes that they enjoy continued strength and vitality in the many years to come

Be It Further Resolved, that a copy of this **Resolution** be spread upon the minutes of this Court and that the Original hereof be delivered to **Bill Kinney, Tournament Director** as evidence of the good wishes of the **Commissioners' Court** of **Galveston County, Texas.**

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on the 10th day of May, 2011

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 Henry, County Judge

Stephen D. Holmes, Comm., Pct #3

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #7

COUNTY OF GALVESTON

On this the 10th day of May, 2011, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

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

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

Whereas, on Sunday, May 15, 2011, the **First Union Baptist Church of Galveston, Texas**, will celebrate the 12th Anniversary of **Pastor David Lee Everson, Sr.**, service to the members of his spiritual community. We, the members of the **Commissioners' Court of Galveston County**, on behalf of ourselves and our constituents, wish to honor **Pastor Everson**, for being a well established spiritual leader and talented vocalist within the communities of Galveston County, and

Whereas, Pastor Everson has always been known for his strong attributes such as his devotion to his Christian life, as well as his unfailing courage, his willingness to work hard, his kind personality and his unfaltering attention to the many responsibilities that are thrust upon him daily This devout and pious man has long been recognized throughout the State of Texas as a great evangelist During his distinguished career **Pastor Everson** has continued to serve as an inspiration to many individuals in spiritual need His reputation for being willing to aid and assist his fellow man regardless of race, color or religious creed as well as his sheer delight in living and serving his congregants and others in our community are among the many reasons he was chosen by his current congregation. We look forward to his continuing to serve as a pillar of our society and are confident that he will be successful in continuing to shape the character of many of the young men and women of Galveston County so they remain upstanding law-abiding citizens, and

Whereas, Pastor Everson enjoys the respect and love of those who know him, work with him, and pray with him His honesty and integrity are beyond reproach. If our community, country and world had more men with **Pastor Everson's** understanding, compassion and tolerance, we would all have a much better place in which to live.

Now, Therefore, Be It Ordered, that the **Commissioners' Court of Galveston County, Texas**, does hereby proclaim **Sunday, May 15, 2011**, as **David L. Everson, Sr. Day** in Galveston County and expresses its best wishes that he enjoy continued strength and vitality as pastor of **First Union Baptist Church of Galveston, Texas**, so that he may enjoy many blessings in the years to come

Be it Further Resolved that a copy of this Resolution be spread upon the minutes of this Court and that the Original hereof be furnished to **Pastor Everson** in appreciation of his dedicated service to his members as well as his congregation in anticipation of celebrating many more years to come with the **First Union Baptist Church of Galveston, Texas**, and the County at large

Upon Motion Duly Made, and Seconded, the above **Resolution** was unanimously passed on this 10th day of May, 2011

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 Henry, County Judge

Stephen D. Holmes, Comm., Pct #3

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #8

GALVESTON, TEXAS, WEDNESDAY, MAY 26, 2010

At a Regularly Called Meeting of Commissioners' Court of Galveston County, Texas, held upon this day upon call of the County Judge and all Commissioners to consider any and all matters that may come before them, there being present Commissioners Lamb, Doyle, Holmes and Clark; County Clerk Mary Ann Daigle; County Auditor Cliff Billingsley, and Attorney for the Court Harvey Bazaman County Judge Yarbrough, absent.

Upon motion of Commissioner Lamb, seconded by Commissioner Holmes, and carried; It is Ordered by the Court that Commissioner Kenneth Clark be appointed as Acting County Judge in absence of County Judge Yarbrough

---

Upon motion of Commissioner Holmes, seconded by Commissioner Lamb, and carried, It is Ordered by the Court that the County Engineer is authorized to execute Change Orders up to $1 Million Dollars, subject to the apportionment of costs for the Galveston Causeway Railroad Bridge Project and the Court will receive and file the Change Orders once executed

---

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

I hereby certify on June 1, 2010.

MARY ANN DAIGLE, COUNTY CLERK
GALVESTON COUNTY, TEXAS

By Brandy Chapman **, Deputy**
Brandy Chapman

AGENDA ITEM #9

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 1
Galveston Causeway Railroad Bridge

Owner Galveston County
Contractor Cianbro/Brasfield & Gorrie II, A Joint Venture
Engineer Modjeski & Masters

Contract Number 1042
Purchase Order Number C008808
Bid Number B101006

Summary of Change

The allowable mark up on extra work costs for four of the Contractor's specific vendors/suppliers/subcontractors is being established as described on page 2

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price	$80,143,944 00	Original Contract Time	730 Days
Net Change From Previous Change Orders	$0 00	Net Change From Previous Change Orders	0 Days
Contract Price Prior To This Change Order	$80,143,944 00	Contract Time Prior To This Change Order	730 Days
Net Increase/Decrease Of This Change Order	$0 00	Net Increase/Decrease Of This Change Order	0 Days
Contract Price With All Approved Change Orders	$80,143,944 00	Contract Time With All Approved Change Orders	730 Days

RECOMMENDED

By Jason Broussard (Apr 27, 2011) Date Apr 27, 2011
Modjeski & Masters

By Jeff Halley (Apr 27, 2011) Date Apr 27, 2011
BNSF

ACCEPTED

Brian Watson (Apr 28, 2011) Date Apr 28, 2011
Cianbro/Brasfield & Gorrie II, A Joint Venture

APPROVED

mike fitzgerald (May 3, 2011) Date. May 3, 2011
Mike Fitzgerald, P E
County Engineer

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 1
Galveston Causeway Railroad Bridge

Owner Galveston County
Contractor Cianbro/Brasfield & Gorrie II, A Joint Venture
Engineer Modjeski & Masters

Contract Number 1042
Purchase Order Number C008808
Bid Number B101006

Description of Change

For extra work done by force account (time and material) method of payment, Section 4 29 Subparagraph (d) of the contract allows the Contractor 20% mark up on costs for labor & materials furnished

For extra work done by force account (time and material) method of payment, Section 4 29 Subparagraph (g) of the contract allows 5% mark up on costs for subcontractors

For extra work done by non-force account (time and material) method of payment, the contract is silent

The Contractor and the USCG/BNSF/County team have been unable to agree on the allowable mark ups on extra work costs that may be incurred by the following four companies, none of which fall under force account work provisions. Hirschfeld (fabricated structural metal work in bridge), G&G (bridge mechanical operating system), Panatrol (bridge electrical and control system) and Houston Structures (wire ropes and sockets)

Therefore, it is agreed between the County and Contractor that the mark ups on extra work costs for only these four companies shall be 12 5% For all other non-force account work, it is agreed that the allowable mark up for vendors/suppliers is 20%, and the allowable mark up for subcontractors is 5% It is further agreed that if the USCG/BNSF/County team & Contractor are unable to agree in the future on whether the entity in question is a supplier or subcontractor, the County reserves the right to use a mark up of 12.5% unless otherwise agreed upon between the County & Contractor

Robertson, Elizabeth

From: Fitzgerald, Mike
Sent: Tuesday, May 03, 2011 3 51 PM
To. Robertson, Elizabeth
Subject. FW Galveston - Change Order 001 - JV Mark Up on Extra Work Costs Review

-----Original Message-----
From: Arvind.Patel@uscg.mil [mailto:Arvind.Patel@uscg.mil]
Sent: Wednesday, April 27, 2011 8:56 AM
To: Fitzgerald, Mike; JPBroussard@modjeski.com; Eppehimer, Ralph J; dava.kaitala@bnsf.com; jeff.malloy@bnsf.com; ELgaaly, Hala; Elnahal, Kamal
Cc: Gordon, Scott C
Subject: RE: Galveston - Change Order 001 - JV Mark Up on Extra Work Costs Review

Mike,

We have reviewed the Change Order 001 regarding the allowable mark up on extra work costs that may be incurred by the following four companies: Hirschfeld Industries, G&G Steel, Panatrol, and Houston Structures.

With zero day time-extension and zero dollar contract price increase, we concur with your recommendation for approval of the change order 001.

Arvind Patel, P.E., PMP
USCG - Bridge Administration Program

-----Original Message-----
From: btv1==098356406cc==Mike.Fitzgerald@co.galveston.tx.us [mailto:btv1==098356406cc==Mike.Fitzgerald@co.galveston.tx.us] On Behalf Of Fitzgerald, Mike
Sent: Wednesday, April 27, 2011 9:05 AM
To: Patel, Arvind; JPBroussard@modjeski.com; Eppehimer, Ralph J; dava.kaitala@bnsf.com; jeff.malloy@bnsf.com; ELgaaly, Hala, Elnahal, Kamal
Cc: Gordon, Scott C
Subject: RE: Galveston - Change Order 001 - JV Mark Up on Extra Work Costs Review

Arvind, as long as I have an email from M and M, BNSF and USCG stating that they recommend the change order that is all I need. I just wanted to give everyone an opportunity to sign if they wanted. I will remove all names except the county and re email one more time for confirmation.

-----Original Message-----
From: Arvind.Patel@uscg.mil [mailto:Arvind.Patel@uscg.mil]
Sent: Wednesday, April 27, 2011 7:29 AM
To. JPBroussard@modjeski.com; Fitzgerald, Mike; Eppehimer, Ralph J; dava.kaitala@bnsf.com; jeff.malloy@bnsf.com; ELgaaly, Hala; Elnahal, Kamal
Cc· Gordon, Scott C
Subject: RE: Galveston - Change Order 001 - JV Mark Up on Extra Work Costs Review

Good Morning All,

I have reviewed the subject draft and have no comment on the description of change, but I do have question on USCG signing as a recommended by; the USCG does not sign change orders but concur the changes via e-mails or letters. Also, I think, we should remove signature lines for M&M and BNSF. The change order is between the county and the contractor. I would like know your view on my comments. Thank you very much for your help on this project.

Arvind Patel, P.E., PMP
USCG - Bridge Administration Program

-----Original Message-----
From: JPBroussard@modjeski.com [mailto:JPBroussard@modjeski.com]
Sent: Tuesday, April 26, 2011 2:44 PM
To: Fitzgerald, Mike; Eppehimer, Ralph J; dava.kaitala@bnsf.com; jeff.malloy@bnsf.com; Patel, Arvind; ELgaaly, Hala; Elnahal, Kamal
Cc: Gordon, Scott C
Subject: RE: Galveston - Change Order 001 - JV Mark Up on Extra Work Costs Review

No problem, Mike. I will wait for follow up by all non-contractor parties before finalizing.

JASON P. BROUSSARD, EI | Field Services Engineer

Modjeski and Masters, Inc.

1055 St. Charles Ave, Suite 400, New Orleans, LA 70130

phone 409.740.3655 mobile 504.496.5046

jpbroussard@modjeski.com <mailto:jpbroussard@modjeski.com> www.modjeski.com <http://www.modjeski.com/>

From: Fitzgerald, Mike [Mike.Fitzgerald@co.galveston.tx.us]
Sent: Tuesday, April 26, 2011 1:40 PM
To: Broussard, Jason P; Eppehimer, Ralph J; dava.kaitala@bnsf.com; jeff.malloy@bnsf.com; Arvind.Patel@uscg.mil; Hala.ELgaaly@uscg.mil; Kamal.A.Elnahal@uscg.mil
Cc: Gordon, Scott C
Subject: Re: Galveston - Change Order 001 - JV Mark Up on Extra Work Costs Review

Please wait until all non contractor parties have commented and I have had a chance to discuss with them. Also I may change the signature line to remove the county judge since I was granted authority to approve change orders. Please do not submit to contractor yet.

-----Original Message-----
From: Broussard, Jason P <JPBroussard@modjeski.com>
To: Eppehimer, Ralph J <RJEppehimer@modjeski.com>; dava.kaitala@bnsf.com <dava.kaitala@bnsf.com>; Jeff Malloy <jeff.malloy@bnsf.com>; Fitzgerald, Mike; Arvind.Patel@uscg.mil <Arvind.Patel@uscg.mil>; hala.elgaaly@uscg.mil <hala.elgaaly@uscg.mil>; kamal.a.elnahal@uscg.mil <kamal.a.elnahal@uscg.mil>
CC. Broussard, Jason P <JPBroussard@modjeski.com>; Gordon, Scott C <SCGordon@modjeski.com>

Sent: Tue Apr 26 13:24:10 2011
Subject: Galveston - Change Order 001 - JV Mark Up on Extra Work Costs Review

All:

Please find attached the latest revision of the subject change order for your review. After any comments or questions are addressed, the change order will be distributed for signature via the EchoSign program.

Thank you,

JASON P. BROUSSARD, EI | Field Services Engineer

Modjeski and Masters, Inc.

1055 St. Charles Ave, Suite 400, New Orleans, LA 70130

phone 409.740.3655 mobile 504.496.5046

jpbroussard@modjeski.com <mailto:jpbroussard@modjeski.com> www.modjeski.com <http://www.modjeski.com/>

AGENDA ITEM #10

Robertson, Elizabeth

From. Robertson, Elizabeth
Sent Tuesday, May 03, 2011 4 05 PM
To· Grady, Patricia, Lewis, Roxann
Cc. Fitzgerald, Mike
Subject. AGENDA

Pat,

Please place the following on the next available ***consent*** agenda

"Consideration of receiving and filing change order no 1 to the Galveston Causeway Railroad Bridge project submitted by the County Engineer "

Please place the following on the next available agenda

"Consideration of a memorandum of understanding between Galveston County and TxDOT for the DBE program on the FM 646 Pass Through Toll project submitted by the County Engineer"

"Consideration of change order no 3 to the Durwood Greene Construction Company contract for the Bolivar Peninsula Road Repairs, Segment 2 project submitted by the County Engineer"

"Consideration of change order no 4 to the Metro City Construction, LP contract for the 9th Ave Paving, Drainage and Water Improvements project submitted by the County Engineer"

Elizabeth A. Robertson
Administrative Coordinator for Mike Fitzgerald, P.E.
County Engineer
Galveston County
[illegible] Moody
Galveston, TX [illegible]
[illegible]
[illegible] fax

DANNENBAUM ENGINEERING CORPORATION
3100 WEST ALABAMA HOUSTON TEXAS 77098 P O BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING EXCELLENCE SINCE 1945

May 2, 2011

Mr G Michael Fitzgerald, P E
Galveston County Engineer
Galveston County Courthouse
722 Moody, 1st Floor
Galveston, Texas 77550

Subject Memorandum of Understanding Regarding DBE Program

Mr Fitzgerald,

This letter summarizes our understanding of the requirement for Galveston County to sign the *Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprises Program by the County of Galveston* (MOU)

The Agreement between Galveston County and the Texas Department of Transportation (TxDOT) dated April 11, 2007 states in Paragraph 34 that the County agrees to comply with 49 CFR Part 26 The Galveston County Disadvantaged Business Enterprises (DBE) program and goals are subject to approval by TxDOT

The MOU is by and between TxDOT and Galveston County and states that Galveston County adopts TxDOT's federally approved DBE program The MOU covers design and construction of projects wholly or partially funded by FHWA The MOU states that Galveston County has the option of developing its own program or adopting TxDOT's program Galveston County will be responsible for project monitoring and data reporting to TxDOT on FHWA funded projects Galveston County will be responsible for implementing all requirements contained in 23 CFR 200 1

Monitoring, data reporting, and implementation are tasks that Dannenbaum is conducting for Galveston County on the FM 646 Pass Through Finance project

The FM 646 Project was visited by Mark Arrington with Federal Highway Administration (FHWA) on April 13, 2011 This was a routine visit where FHWA audits the project for compliance with federal guidelines Mr Arrington expressed to Mr Corey Garnett (Dannenbaum Construction Manager) that he was very impressed with the project as a whole and especially the required recordkeeping that is in place The only document that was not on hand was the subject MOU We understand that many TxDOT employees were not aware that this MOU is required on Federally-funded construction projects

I talked with Mr Butch Grote with TxDOT (512-486-5078) on April 19, 2011 Mr Grote stated that without the signed MOU in place, TxDOT could withhold future payments on FM 646

Without the MOU, TxDOT could withhold approval of any future contracts between TxDOT and Galveston County that contain USDOT funds and for any "On System" projects, even without USDOT funds

We don't know when this MOU issue came up between FHWA and TxDOT, but we understand that enforcement began in the summer of 2010 The current revision of the TxDOT Local Government Project Procedures manual states, "Federal Law mandates that all Local Government or Entity that receives USDOT funds from non-conventionally let projects must sign an MOU with TxDOT allowing them to adopt TxDOT's federally approved DBE Program and comply with the Federal Regulations 49 CFR Part 26 " A Local Government could develop their own DBE program that satisfied FHWA requirements and gain approval, but we believe that process could be a lengthy one Currently, the TxDOT DBE program is the only FHWA approved program in Texas

I trust this information is beneficial to you in preparing the MOU Please let me know if I can be of further assistance to you

SINCERELY,

DANNENBAUM ENGINEERING CORPORATION

Larry S Marr, P E
Program Manager

THE COUNTY OF
GALVESTON
Office of the County Engineer
722 MOODY, 1st FLOOR
GALVESTON, TX 77550
(409) 770-5399 (409) 770-5549 (281) 316-8300
FAX (409) 770-5557

Transmittal

To: **Brandy Chapman**

From: Mike Fitzgerald

Date: August 2, 2011

Re: May 10, 2011 Agenda, Item No. 10

On May 10, 2011 (agenda item no 10) the Commissioners Court approved a MOU with TxDOT for the FM 646 project

TxDOT has now signed and returned the agreement and it is enclosed for your records

Please call should you have any questions

Enclosure

W highways fm646pfi chapmantrans.06 30 08

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY THE COUNTY OF GALVESTON

This Memorandum of Understanding (MOU) is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT),** an agency of the State of Texas, and THE COUNTY OF GALVESTON, a political subdivision of the State of Texas

Whereas, from time to time THE COUNTY OF GALVESTON receives federal funds from the Federal Highway Administration (FHWA) through TxDOT to assist THE COUNTY OF GALVESTON with the construction and design of projects partially or wholly funded through FHWA, and

Whereas, THE COUNTY OF GALVESTON, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises (DBEs), as defined by 49 CFR 26 (DBE Program), and

Whereas, TxDOT has implemented a Disadvantaged Business Enterprise Program (DBE Program) that is approved by the FHWA pursuant to 49 CFR part 26, and

Whereas, certain aspects of THE COUNTY OF GALVESTON's procurement of construction and design services are subject to review and/or concurrence by TxDOT as a condition of receiving federal funds from FHWA through TxDOT, and

Whereas, THE COUNTY OF GALVESTON and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors, and

Whereas, THE COUNTY OF GALVESTON desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA, and

Whereas, TxDOT and THE COUNTY OF GALVESTON find it appropriate to enter into this MOU to memorialize the obligations, expectations and rights each has as related to THE COUNTY OF GALVESTON's adoption of the TxDOT DBE's Program to meet the federal requirements,

Now, therefore, TxDOT and THE COUNTY OF GALVESTON, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that is federally approved and compliant with 49 CFR 26 and other applicable laws and regulations

(2) THE COUNTY OF GALVESTON is a sub-recipient of federal assistance for construction projects and design projects and, in accordance with 49 CFR § 26 21, must comply with a federally approved DBE Program The THE COUNTY OF GALVESTON receives its federal assistance through TxDOT As a sub-recipient, THE COUNTY OF GALVESTON has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program The FHWA recommends that sub-recipients, such as THE COUNTY OF GALVESTON, adopt the DBE program, administered through TxDOT, and THE COUNTY OF GALVESTON by its prescribed protocol adopted the TxDOT DBE Program as of the date when adoption occurred

(3) This MOU evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by THE COUNTY OF GALVESTON to achieve its DBE participation in federally assisted Construction and Design Projects

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for THE COUNTY OF GALVESTON and for TxDOT

(5) THE COUNTY OF GALVESTON and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by THE COUNTY OF GALVESTON

(a) THE COUNTY OF GALVESTON will be responsible for project monitoring and data reporting to TxDOT THE COUNTY OF GALVESTON will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations TxDOT will provide the necessary and appropriate reporting forms, to THE COUNTY OF GALVESTON

(b) THE COUNTY OF GALVESTON will recommend contract-specific DBE goals consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. THE COUNTY OF GALVESTON 's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified THE COUNTY OF GALVESTON and TxDOT will work together to achieve a mutually acceptable goal, however, TxDOT will retain final decision-making authority regarding DBE goals

(c) TxDOT will cooperate with THE COUNTY OF GALVESTON in an effort to meet the timing and other requirements of THE COUNTY OF GALVESTON projects

(d) THE COUNTY OF GALVESTON will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its projects that use federal funds and will be responsible for all costs and expenses incurred in its procurements

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on THE COUNTY OF GALVESTON construction projects or design projects subject to the DBE Program The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program (TUCP)

(f) THE COUNTY OF GALVESTON will conduct reviews and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort (GFE), Commercially Useful Function (CUF), etc THE COUNTY OF GALVESTON and TxDOT will work together to achieve a mutually acceptable goal, however, TxDOT will retain final decision-making authority on those issues and reserves the right to perform compliance reviews THE COUNTY OF GALVESTON shall provide TxDOT with a listing of sanctions that will be assessed against contractors for violation of federal DBE regulations and its procedures for investigation of violations and assessment of sanctions for documented violations THE COUNTY OF GALVESTON will require contractors for its FHWA federally assisted projects to use the attached forms as follows:

Attachment 1 – Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form SMS 4901

Attachment 2 – DBE Monthly Progress Report Form SMS 4903

Attachment 3 – DBE Final Report Form SMS 4904

Attachment 4 – Prompt Payment Certification Form (Federal-air Projects) 2177

(g) THE COUNTY OF GALVESTON will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding THE COUNTY OF GALVESTON 's administration of the DBE Program through TxDOT

(h) THE COUNTY OF GALVESTON will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs THE COUNTY OF GALVESTON and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in THE COUNTY OF GALVESTON area

(j) THE COUNTY OF GALVESTON will submit DBE semi-annual progress reports to TxDOT

(k) THE COUNTY OF GALVESTON will participate in TxDOT sponsored training classes to include topics on Title VI of the Civil Rights Act of 1964, DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance TxDOT will include DBE contractors performing work on THE COUNTY OF GALVESTON projects in the DBE Education and Outreach Programs

(l) The Executive Director of THE COUNTY OF GALVESTON will implement all federal requirements, including those stated in Attachments A through F, which are incorporated as though fully set out herein for all purposes

(m) In accordance with 23 CFR 200 1, THE COUNTY OF GALVESTON shall develop procedures for the collection of statistical data (race, color, religion, sex, and national origin) of participants in , and beneficiaries of Sate highway programs, i e , relocatees, impacted citizens and affected communities, develop a program to conduct Title VI review of program areas, and conduct annual reviews of special emphasis program areas to determine the effectiveness of program area activities at all levels TxDOT, in accordance with federal law, may conduct compliance reviews by TxDOT's Office of Civil Rights (OCR)

(n) THE COUNTY OF GALVESTON will comply with 49 CFR 26 29 as stated in Attachment F

(6) In the event there is a disagreement between TxDOT and THE COUNTY OF GALVESTON about the implementation of the TxDOT DBE Program by THE COUNTY OF GALVESTON the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible in consultation with FHWA Non-compliance by THE COUNTY OF GALVESTON can result in restitution of federal funds to TxDOT and withholding of further federal funds upon consultation with FHWA

(7) This MOU becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement

(8) If this MOU is terminated for any reason, THE COUNTY OF GALVESTON will be allowed reasonable time in which to seek approval from FHWA for an alternative DBE Program, without being deemed non- compliant with 49 CFR Part 26

(9) This MOU applies only to projects for which THE COUNTY OF GALVESTON is a sub-recipient of federal funds through TxDOT THE COUNTY OF GALVESTON may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program THE COUNTY OF GALVESTON may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs for its non-federally funded projects

(10) The following attachments to this MOU are also incorporated as if fully set out herein for all purposes

Attachment A – FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973),

Attachment B – SPECIAL PROVISION – LOCAL GOVERNMENT / RMA / NON-STANDARD CONTRACTS

Attachment C – 49 CFR §26 13 (contractual assurances)

Attachment D – DBE Program Compliance Guidance for Local Government Agencies

Attachment E – FHWA Form 1273

Attachment F – Texas Department of Transportation (TxDOT) Disadvantaged Business Enterprise (DBE) Program with attachments as follows

- Attachment F1 – DBE Regulations 49 CFR Part 26
- Attachment F2 – DBE Special Provisions 000-1966
- Attachment F3 – TxDOT's Organizational Chart
- Attachment F4 – Measurement and Payment Special Provision 009-007
- Attachment F5 – Texas Unified Certification Program (TUCP) DBE directory example and website address to the directory
- Attachment F6 – DBE Goal Methodology
- Attachment F7 – DBE Bidder Certification
- Attachment F8 – DBE Joint Check Approval Form
- Attachment F9 – TUCP Standard Operating Procedures (SOP)
- Attachment F10 – TUCP Memorandum of Agreement (MOA)
- Attachment F11 – Forms list

(11) The following procedure shall be observed by the parties in regard to any notifications

(a) Any notice required or permitted to be given under this MOU shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by

registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address

THE COUNTY OF GALVESTON

G Michael Fitzgerald, P E
Galveston County Engineer

Hand Delivery

722 Moody, Galveston, Texas, 77550

Registered or Certified Mail (Return receipt requested)

722 Moody, Galveston, Texas, 77550

TEXAS DEPARTMENT OF TRANSPORTATION
DBE Liaison
Office of Civil Rights
Address 125 E 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U S mailbox or U S Post Office, provided notice is given as required by Paragraph (a) hereof

(c) Either party hereto may change its address by giving notice as provided herein

(12) This MOU may be modified or amended only by written instrument, signed by both

THE COUNTY OF GALVESTON and the TxDOT and dated subsequent to the effective date(s) of this MOU Except as authorized by the respective parties, no official, employee, agent, or representative of the parties has any authority, either express or implied, to modify or amend this MOU

(13) The provisions of this MOU are severable If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected, provided, however, THE COUNTY OF GALVESTON and TxDOT may mutually agree to terminate this MOU

(14) The following provisions apply in regard to construction of this MOU

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period If the last day of any period falls on a Saturday, Sunday, or national holiday, or state or county holiday, these days shall be omitted from the computation All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable

(15) This MOU shall not be construed in any way as a waiver by the parties of any immunity from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses

EXECUTED in duplicate originals by TxDOT and THE COUNTY OF GALVESTON, acting through each duly authorized official and effective on the latest date signed

The signatories below confirm that they have the authority to execute this MOU and bind their principles

TEXAS DEPARTMENT OF TRANSPORTATION

By _____
Amadeo Saenz, Jr P E
Executive Director

Date 7/15/11

THE COUNTY OF GALVESTON

By _____
Mark Henry
Galveston County Judge

Date 5/10/11

ATTEST: _____
Dwight D. Sullivan, County Clerk

AGENDA ITEM #11

Robertson, Elizabeth

From Robertson, Elizabeth
Sent Tuesday, May 03, 2011 4 05 PM
To Grady, Patricia, Lewis, Roxann
Cc· Fitzgerald, Mike
Subject. AGENDA

Pat,

Please place the following on the next available ***consent*** agenda

"Consideration of receiving and filing change order no 1 to the Galveston Causeway Railroad Bridge project submitted by the County Engineer "

Please place the following on the next available agenda

"Consideration of a memorandum of understanding between Galveston County and TxDOT for the DBE program on the FM 646 Pass Through Toll project submitted by the County Engineer"

"Consideration of change order no. 3 to the Durwood Greene Construction Company contract for the Bolivar Peninsula Road Repairs, Segment 2 project submitted by the County Engineer".

"Consideration of change order no 4 to the Metro City Construction, LP contract for the 9th Ave Paving, Drainage and Water Improvements project submitted by the County Engineer"

Elizabeth A. Robertson
Administrative Coordinator for Mike Fitzgerald, P.E.
County Engineer
Galveston County
[illegible]
[illegible] Texas [illegible]
[illegible]
[illegible] Fax

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 3
Bolivar Peninsula Road Repairs, Segment 2

Owner: Galveston County
Contractor Durwood Greene Construction Company
Engineer Huitt-Zollars, Inc

Contract Number 1059
Purchase Order Number C103799
Bid Number B101090

Work Being Changed

Increase in quantities for Pay Item Nos 17, 21, 23, 41, 59, 95, and 98, Spec Item No. 340, D-GR HMA (METH) TY-D SAC-B PG 64-22, and Pay Item No 97, Spec Item No. 276, CEM TRT (PLNT MX) (CL L) (TY A or D) (GR-1) (8"), above contract amounts

CHANGE IN CONTRACT PRICE

Original Contract Price	$1,867,477 00
Net Change From Previous Change Orders	-$592,196 00
Contract Price Prior To This Change Order	$1,275,251 00
Net Increase/Decrease Of This Change Order	+$22,335 10
Contract Price With All Approved Change Orders	$1,297,586 10

CHANGE IN CONTRACT TIME

Original Contract Time	120 Days
Net Change From Previous Change Orders	0 Days
Contract Time Prior To This Change Order	120 Days
Net Increase/Decrease Of This Change Order	0 Days
Contract Time With All Approved Change Orders	120 Days

RECOMMENDED

By _____, P.E.
Engineer (Consultant)

By D. M. Fitzgerald Date 5-12-11
Engineer (County Engineer)

APPROVED
County Of Galveston

By _____ Date 5/10/11
Mark Henry, County Judge

Attest _____
Dwight Sullivan, County Clerk

ACCEPTED
Contractor

By _____ Date 05-02-11
Contractor (Authorized Signature)

STEPHEN W MAYNARD
VICE PRESIDENT
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 3
Bolivar Peninsula Road Repairs Segment 2

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No	Spec Item No.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
BASE BID									
		NELSON LN							
20	276	CEM TRT (PLNT MX) (CL L) (TY A or D) (GR 1) "8"	SY	$39 00	0	$0.00	0	$0.00	$0 00
21	340	D-GR HMA (METH) TY-D SAC-B PG 64-22	SY	$7 90	1,560	$12,245 00	1,572	$12,418.80	$173 80
		SUBTOTAL, NELSON LN				$12,245.00		$12,418 80	$173.80
		PRIDES LN							
22	276	CEM TRT (PLNT MX) (CL L) (TY A or D) (GR 1) "8"	SY	$39 00	0	$0 00	0	$0.00	$0 00
23	340	D-GR HMA (METH) TY-D SAC-B PG 64-22	SY	$7 90	1,520	$12,008.00	1,533	$12,110 70	$102 70
		SUBTOTAL, PRIDES LN				$12,008.00		$12,110.70	$102 70
		WATERWAYS DR							
40	276	CEM TRT (PLNT MX) (CL L) □(TY A or D) (GR 1) (8"	SY	$39 00	0	$0 00	0	$0.00	$0 00
41	340	D-GR HMA (METH) TY-D SAC-B PG 64-22	SY	$7 90	2,560	$20,224 00	2,915	$23,028 50	$2,804.50
42	666	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	$20 00	9	$180.00	9	$180 00	$0 00
		SUBTOTAL, WATERWAYS DR				$20,404 00		$23,208 50	$2,804 50
		SURFVIEW RD							
58	276	CEM TRT (PLNT MX) (CL L) (TY A or D) (GR 1) "8"	SY	$39.00	0	$0.00	0	$0.00	$0.00
59	340	D-GR HMA (METH) TY-D SAC-B PG 64-22	SY	$7 90	4,440	$35,076.00	5,146	$40,669 20	$5,593.20
60	666	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	$20.00	8	$160 00	8	$160 00	$0.00
		SUBTOTAL, SURFVIEW RD				$35,236 00		$40,829 20	$5,593 20
		MOMS RD							
94	276	CEM TRT (PLNT MX) (CL L) (TY A or D) (GR 1) "8"	SY	$39 00	0	$0 00	0	$0.00	$0 00
95	340	D-GR HMA (METH) TY-D SAC-B PG 64-22	SY	$7 90	3,010	$23,779 00	3,096	$24,458 40	$679 40
96	666	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	$20 00	10	$200 00	10	$200.00	$0 00
		SUBTOTAL, MOMS RD				$23,979.00		$24,658.40	$679 40
ADD ALTERNATE NO. 1									
		N & S CRYSTAL BEACH RD							
97	276	CEM TRT (PLNT MX) (CL L) (TY A or D) (GR 1) "8"	SY	$32.00	4,111	$131,552 00	4,317	$138,144.00	$6,592.00
98	340	D-GR HMA (METH) TY-D SAC-B PG 64-22	SY	$7 90	5,600	$44,240.00	6,405	$50,599 50	$6,359.50
99	666	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	$20 00	20	$400 00	20	$400.00	$0 00
		SUBTOTAL, ADD ALTERNATE NO 1				$176,192 00		$189,143 50	$12,951 50
		CORRECTION Change Order No 1							$30 00
		TOTAL				$280,064.00		$302,369 10	$22,335.10

AGENDA ITEM #12

Robertson, Elizabeth

From Robertson, Elizabeth
Sent Tuesday, May 03 2011 4 05 PM
To Grady, Patricia Lewis, Roxann
Cc Fitzgerald, Mike
Subject AGENDA

Pat,

Please place the following on the next available ***consent*** agenda

"Consideration of receiving and filing change order no 1 to the Galveston Causeway Railroad Bridge project submitted by the County Engineer "

Please place the following on the next available agenda

"Consideration of a memorandum of understanding between Galveston County and TxDOT for the DBE program on the FM 646 Pass Through Toll project submitted by the County Engineer"

"Consideration of change order no 3 to the Durwood Greene Construction Company contract for the Bolivar Peninsula Road Repairs, Segment 2 project submitted by the County Engineer"

"Consideration of change order no 4 to the Metro City Construction, LP contract for the 9th Ave. Paving, Drainage and Water Improvements project submitted by the County Engineer"

Elizabeth A Robertson

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 4
9th Avenue Paving, Drainage and Water Improvements Project

Owner Galveston County
Contractor Metro City Construction, LP
Engineer Halff Associates Inc

Contract Number
Purchase Order Number
Bid Number B101064

Work Being Changed

1) **Signal Modifications at the intersections of 10th Street, 12th Street and 14th Street on 9th Avenue along with associated conduits, loops and pull boxes.**
2) **Replace Roadside Solar Flashing Beacon Assembly in front of the Firestation to improve safety and facilitate traffic Circulation.**
3) **Replacing Traffic sign Poles with Brandon Industries 3" Fluted Aluminum Poles.**

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price	$3,804,082 99	Original Contract Time	365 Days
Net Change From Previous Change Orders	$52,661 41	Net Change From Previous Change Orders	0 Days
Contract Price Prior To This Change Order	$3,856,744 40	Contract Time Prior To This Change Order	365 Days
Net Increase/Decrease Of This Change Order	$65,868 88	Net Increase/Decrease Of This Change Order	25 Days
Contract Price With All Approved Change Orders	$3,922,613 28	Contract Time With All Approved Change Orders	390 Days

RECOMMENDED

By _____
Engineer (Consultant) – Maen Hourani

By _____ Date 4-27-11
Engineer (County Engineer)

APPROVED
County Of Galveston

By _____ Date 5/10/11
Mark Henry, County Judge

Attest _____
Dwight Sullivan County Clerk

ACCEPTED
Contractor

By _____ Date 4/25/11
Contractor (Authorized Signature)

Rob Ovalle
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 4
9th Avenue Paving, Drainage and Water Improvements Project

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No.	Spec Item No	DESCRIPTION	UNIT	UNIT PRICE	QTY	ITEM COST	QTY	ITEM COST	OVERRUN/ UNDERRUN
121	0680-0690	Signal and Intersection Modifications @ 10th Street	LS	$12,089 00	-	-	1	$12,089 00	$12,089 00
122	0680-0690	Signal and Intersection Modifications @ 12th Street	LS	$20,642 00	-	-	1	$20,642 60	$20,642.60
123	0680-0690	Signal and Intersection Modifications @ 14th Street	LS	$10,780 00	-	-	1	$10,780 00	$10,780 00
124	0685	Roadside Emergency Flashing Beacon Assembly	LS	$6,604 40	-	-	1	$6,604 40	$6,604.40
60	0644	INS SM Rd SN SUP & AM TY 10BWG(1) SA(p)	EA	$395 45	2	$790 90	0	$0	($790 90)
61	0644	Relocate SM RD SN SUP & AM TY 10BWG	EA	$398 64	23	$9168 72	0	0	($9168 72)
125	0644	Supply & INS SM Rd SN SUP & AM TY 10BWG(1) SA(p)	EA	$1028 50	-	-	25	$25,712 50	$25,712 50
					TOTAL	**$9959.62**		**$75,828.50**	**$65,868.88**

AGENDA ITEM #13

Robertson, Elizabeth

From: Robertson, Elizabeth
Sent: Wednesday, May 04, 2011 9 04 AM
To: Grady, Patricia, Lewis, Roxann
Cc: Fitzgerald, Mike
Subject: AGENDA

Pat,

Please use the following, the previous one that I sent had a typo

Please place the following on the next available agenda

"Consideration of change order no 1 to the Conrad Construction Co., Ltd contract for the Melody Lane Reconstruction project submitted by the County Engineer"

Elizabeth A. Robertson
Administrative Coordinator for Mike Fitzgerald P E
County Engineer
Galveston County
722 Moody
Galveston TX 77550
409 770 5399
409 770 5557 fax

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. _1
Name of Project: **Melody Lane Reconstruction**

Owner: Galveston County
Contractor: **Conrad Construction Co., Ltd.**
Engineer: **Klotz Associates, Inc.**

Contract Number **B111028**
Purchase Order Number
Bid Number.

Work Being Changed

Round house connection for 16"x 10" TS&V

CHANGE IN CONTRACT PRICE

Original Contract Price **$3,056,531.00**
Net Change From
Previous Change Orders **0**
Contract Price Prior To
This Change Order: **$3,056,531.00**
Net Increase Of
This Change Order. **$4,477.49**
Contract Price With All
Approved Change Orders: **$3,061,008.49**

CHANGE IN CONTRACT TIME

Original Contract Time **300** Days
Net Change From
Previous Change Orders **0** Days
Contract Time Prior To
This Change Order: **300** Days
Net Increase Of
This Change Order **7** Days
Contract Time With All
Approved Change Orders **307** Days

RECOMMENDED
By Katherine A Means
Engineer (Consultant)
By Mike Fitzgerald Date. May 4, 2011
Engineer (County Engineer)

APPROVED
County Of Galveston

By Mark Henry Date. 5/10/11
Mark Henry, County Judge

Attest Dwight D. Sullivan
Dwight Sullivan, County Clerk

ACCEPTED
Contractor

By Date 5-3-11
Contractor (Authorized Signature)
ROBERT BARROW
VICE PRESIDENT
Printed Name

CONRAD CONSTRUCTION CO., LTD.
P.O. BOX 841134
HOUSTON, TEXAS 77284

Proposal

Date: 4 26.11; rev 1 - 5 2.11; rev 2 - 5 3 11 C O #1, rev 2
Owner Galveston County
Project Melody Lane Reconstruction
Ref RFI: 5a
Description: Roundhouse for 16''x 10'' TS&V

Materials:

Item	Qty	Unit	Unit Price	Unit Total
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ -
Tax 08250%				$ -
Total Material				$ -

Labor:

Name and/or Position	Qty	Unit	Unit Price	Unit Total
Conrad Superintendent	5	hr	$ 45.00	$ 225.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ 225.00
Burden 55%				$ 123 75
Total Labor				$ 348.75

CONRAD CONSTRUCTION CO., LTD.
P.O. BOX 841134
HOUSTON, TEXAS 77284

Equipment:

Item	Qty	Unit	Unit Price w/regional adjustment	Daily Operating Costs	Unit Total
Conrad Pick-up	5	hr	$ 8.23	$ 8.55	$ 83.90
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
Total equipment					$ 83.90

Miscellaneous

Item	Qty	Unit	Unit Price	Unit Total
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Total Miscellaneous				$ -

Subcontract

Item	Qty	Unit	Unit Price	Unit Total
TCH Directional Drilling	1	ls	$ 3,403.28	$ 3,403.28
			$ -	$ -
			$ -	$ -
			$ -	$ -
Total Subcontract				$ 3,403.28

CONRAD CONSTRUCTION CO., LTD.
P.O. BOX 841134
HOUSTON, TEXAS 77284

Total Equipment, Labor, Material, Misc	$	432 65
OH&P 15%	$	64 90
Total Subcontract	$	3,403 28
OH&P 15%	$	510 49
SubTotal	$	4,411 32
1 1/2% Bond Premium	$	66.17
Total	$	4,477.49

Time Request	7 cal days

Miscellaneous Comments

*Equipment rates are based on the current edition of "Rental rate Blue Book for construction equipment

*Labor rates can be verified on our Certified Payrolls.

The reason for the equipment, an 8' x 8' x 8' hole has to be dug in order to to set a trench box. The hole has to be filled w/bank sand and some cement sand TCH eliminated 2 loads in good faith and will be paid for the cement son under the extra work item already in the contract

R. Barrow

Robert Barrow

Vice President

CONRAD CONSTRUCTION CO., LTD.
P.O. BOX 841134
HOUSTON, TEXAS 77284

Proposal

Date 4/21/11 C O #1, rev2
Owner TCH Directional Drilling
Project Melody Ln Reconstruction
Ref RFI: #5a
Description Roundhouse for 16" X 10" T S & V

Materials

Item	Qty	Unit	Unit Price	Unit Total
10" socket clamp w/ washer	4	EA	$23 75	$ 95 00
Elcen lug washer	8	EA	$2 81	$ 22 50
8 SSB MH solid caps l/ acces imp	2	EA	$37 86	$ 75 71
8 MJ DI Gland acces pack imp	2	EA	$19 21	$ 38 42
10 ssb mj 90 ell l/acces pack imp	2	EA	$134 47	$ 268 94
10 one-lok skco restraint acc kit/c900	4	EA	$79 59	$ 318 36
10" DR 18 C900 cl150 water main	20	FT	$8 04	$ 160 80
3/4 X 12' 304 ss all thrd rod	48	LF	$4 54	$ 217 80
3/4 304 ss nuts	20	EA	$1 00	$ 20 00
3/4 304 ss washers	40	EA	$0 47	$ 18 67
80lb back sack crete mix	15	EA	$3 97	$ 59 48
Bank sand	2	Loads	$93 00	$ 186 00
Subtotal				$ [illegible]
Tax 08250%				$ -
Total Material				$ [illegible]

Labor

Name and/or Position	Qty	Unit	Unit Rate	Unit Total
Foreman/ Operator	8	Hours	$ 18 00	$ 144 00
Operator	8	Hours	$ 13 25	$ 106 00
Laborer	8	Hours	$ 10 70	$ 85 60
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal				$ [illegible]
Burden 55%				$ 184 58
Total Labor				$ [illegible]

CONRAD CONSTRUCTION CO., LTD.
P.O. BOX 841134
HOUSTON, TEXAS 77284

Equipment

Item	Qty	Unit	Unit Price w/regional adjustment	Daily Operating Costs	Unit Total
John Deere 310g 4WD Fixed bucket	8	Hours	$ 24 89	$ 17 15	$ 336 32
24" Bucket 375 cap	8	Hours	$ 4 45	$ 1 55	$ 48 00
Komatsu PC45	8	Hours	$ 23 00	$ 11 15	$ 273 20
24" Bucket 250 cap	8	Hours	$ 4 45	$ 1 50	$ 47 60
Chop saw to cut pipe 65 HP 36in cap	8	Hours	$ 12 45	$ 19 10	$ 252 40
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
Total equipment					$ 957 52

Miscellaneous

Item	Qty	Unit	Unit Price	Unit Total
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Total Miscellaneous				$ -

Subcontract

Item	Qty	Unit	Unit Price	Unit Total
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Total Subcontract				$ -

CONRAD CONSTRUCTION CO., LTD.
P.O. BOX 841134
HOUSTON, TEXAS 77284

Total Equipment, Labor, Material, Misc	$ 2,959 38
OH&P 15%	$ 443 91
Total Subcontract	$ -
OH&P 10%	$ -
[illegible]	$ [illegible]
1 1/2% Bond Premium	
[illegible]	$ [illegible]

Time Request

Miscellaneous Comments

*Equipment rates are based on the current edition of "Rental rate Blue Book for construction equipment

*Labor rates can be verified on our Certified Payrolls

R Barrow
Robert Barrow
Vice President

AGENDA ITEM #14

GULF COAST RAIL DISTRICT
HOUSTON • TEXAS

6922 Katy Road
Houston, TX 77024
Phone 713-843-5451
Fax 713-881-3171

INVOICE NO.	INVOICE DATE	AMOUNT DUE
	1/11/2011	$ 5,000.00

To Galveston County
Attn Judge Mark Henry
722 Moody
Galveston, TX 77550

Item	Quantity	Description	Unit Price	Total
	1	General Purpose Fund		$ 5,000 00

MAH
UNDER CUMM SUS BUDGET

Terms Due Upon Receipt

TOTAL $5,000 00

AGENDA ITEM #15

Maintenance Agreement

This Agreement is made and entered into on this the 10th day of May 20 11 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principle place of business in Sulphur Springs, Texas, and Galveston County, hereinafter referred to as "Buyer", with its principal place of business in Galveston, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from January 1, 2011 thru December 31, 2011 and applies to the following applications purchased from Seller.

Justice of the Peace – (9) Offices

2. During the term of this contract Seller agrees:

   a) To correct any errors found during such one year period in the software system which the Buyer has agreed to purchase from Seller for use on the IBM computer hardware.

   b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.

   c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller.

   d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems.

3. In consideration of the above-mentioned services, Buyer will pay to Seller the sum of $68,930 by the 15th day of January of each year during the term of this contract. Such fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County, Texas.

4. Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred (100) dollars per hour and expenses in return for other services (those not included in this contract) rendered.

THE NET DATA CORPORATION

By: _____
Tory Humphries, President

Galveston County

By: _____
Member of Governing Body

AGENDA ITEM #16

neopost

MailFinance Lease Agreement

For use with all Neopost Products

Billing Information

Galveston County - Information Technology			
Company Name (Full Legal Name)			
DBA			
Mailing Address	**P.O Box 1418**		
City State Zip+4	**Galveston**	**TX**	**77553**
County	**Galveston**		
Contact Name	**JJ Allen**		
Email Address			
Phone Number	**(409) 770-6013**	Fax Number	
Purchase Order #			

☑ Tax Exempt? (Exemption Certificate is required if Yes)

Installation Information (if different from billing information)

Galveston County			
Company Name (Full Legal Name)			
DBA			
Installation Address	*****See location list*** TBA**		
City State Zip+4	**TBA**	**TX**	**77550**
County	**Galveston**	Post Office Zip	**77550**
Contact Name	**Rob Powell**		
Email Address	**rob powell@co galveston tx us**		
Phone Number	**(409) 770-5409**	Fax Number	**(409) 766-4555**
☐ Use my TMS/POC Funding Account			

Postage Payment Options ☐ Bill Me ☐ Prepay ☐ PostageNow ACH

Equipment

Quantity	*Model / Part Number*	*Description*	*Serial Number*
1	DS758704301D	DS-75 Expert 3 Feeders (3 Auto) + Catch Tray	
1	DS752895562K	DS-75 High Capacity Vertical Stacker	
1	PF80	PF-80 Automatic Document Folder plus Daily Mail Feeder	
7	IS330BWP5	IS-330 w/ 5lb WP, Moistener & Differential Weighing	
4	IS420WP5	IS-420 w/ISWP5	
2	IS440WP5	IS-440 PLUS Base w/ Autofeeder & ISWP5	
1	IS6CWP30	IS-6000 300 LPM Base, Mixed Mail Feeder & ISWP30	

_____By initialing here, customer acknowledges acceptance of the attached Schedule A and agrees to its incorporation into this Lease Agreement

Payment Information

	Number of Months	Monthly Payment (Plus applicable taxes)	Billing Frequency
First	12	$2,431 66	Quarterly
Next	48	$4,138 10	

ACH Direct Debit (for lease payments only)

Bank Name	
Bank Contact	
Bank Routing Number	Bank Account Number

Included Business Services

All services selected below are included in the lease payment detailed in the Payment Information to the left

- ☑ Standard Maintenance
- ☑ Postage Meter Rental with Postage-On-Call
- ☐ neoFunds Postal Management (automatically included for eligible meters)
- ☑ Online Advantage
- ☑ Online Rate Protection
- ☑ Online Postal Expense Management
- ☐ Online USPS eServices
- ☐ Online USPS eServices with Electronic Return Receipt
- ☐ Rate Change Protection / eRCP Contract
- ☐ Software Advantage (for electronic shipping & accounting applications)
- ☐ Professional Installation & Training

Approval

This document consists of an Equipment Lease ("Lease") with MailFinance Inc , a Postage Meter Rental Agreement, Maintenance Agreement and/or an Online Services and Software Agreement with Neopost USA Inc , and a neoFunds Account Agreement with Mailroom Finance, Inc Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (versions L-10 09), which are also available at http //www neopostinc com/terms/Lease-10-09 pdf and that you are authorized to sign the agreements on behalf of the customer identified above The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is delivered to you

Authorized Signature _____ Date _____

Print Name and Title _____

Office #	Account Rep
281 - Houston	**Kenna Collins - 98854**

Visit us on the Web at www neopostinc com

Printed on 04/27/2011 03 31 PM

Form 51186(PF) 10/09

neopost

MailFinance Lease Agreement
Schedule A (Additional Equipment)

Company Name Galveston County - Information Technology

Quantity	Model / Part Number	Description	Serial Number
2	IS6AWP30	IS-6000 210 LPM Base, Mixed Mail Feeder & ISWP30	
3	IS56DWM PKG	IS-5000/6000 Dynamic Weighing Module	
3	IS56CONVEYOR	IS-5000/6000 Conveyor Stacker	
1	5050	Automatic Letter Opener	

Visit us on the Web at www.neopostinc com

Form 51186(PF) 10/09

For Neopost Use

Printed on 04/27/2011 03 31 PM

STATE OF TEXAS
TEXAS BUILDING AND PROCUREMENT COMMISSION
TEXAS MULTIPLE AWARD SCHEDULE (TXMAS)

THIS CONTRACT is by and between the STATE OF TEXAS ("State") acting through

The TEXAS BUILDING & PROCUREMENT COMMISSION ("TBPC"), with offices at

1711 San Jacinto Boulevard, Austin, Texas 78701 and Neopost Inc

_____ ("Contractor") with offices at 1717 West

10th Street Suite 450 Austin Texas 78703

1. BACKGROUND:

The Contractor has entered into a contract with the Federal Government under the Federal Government's Supply Schedule Contract Program administered by the General Services Administration ("GSA") That program allows a contractor and the GSA to negotiate in advance of actual purchases the terms and conditions under which a contractor will supply goods or services to the Federal Government Such a Federal schedule contract is not a commitment to purchase any goods or services, it is only a convenient way to do so should a Federal agency so choose during the contract's term

The Texas Building and Procurement Commission has also determined that the Contractor's Federal schedule contract offers goods or services that may be of interest to various state agencies and has therefore decided to use the Contractor's Federal contract as a basis for a state multiple award schedule contract with the Contractor It is recognized that prices reflected on GSA schedule contracts are most favored customer prices and are maximum prices A State Agency or Local Government may negotiate a lower price for goods and services listed on a schedule contract. This state multiple award schedule contract (the "Contract") establishes terms and conditions under which a state agency may acquire the Contractor's goods or services, but it in no manner obligates any state agency to do so

TERMS & CONDITIONS

2. COMPOSITION OF CONTRACT:

This Contract consists of the terms of the Contractor's Federal Schedule Contract, Number GS25F0110M (the "Federal Schedule Contract" or "Schedule Contract"), as amended by this Contract (*see paragraph 31 "ENTIRE AGREEMENT"*)

The Contractor's Schedule Contract consists of all the documents and materials incorporated in that agreement with the Federal Government. Those documents include, among possible others, the Federal Government's original solicitation, the Contractor's offer to the Federal Government, with amendments, the Contractor's best and final offer letter, the final award, and the Contractor's most current version of its Authorized Schedule Price List Additionally, all representations, clarifications, and certifications submitted by the Contractor as a part of that contracting process are also included And it includes any laws, regulations, documents, guidelines, and other materials incorporated by reference in the Contractor's Schedule Contract, including all Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation (DFAR), Federal Information Processing Standards Publication (FIPS PUB), Federal Standards (FED-STD) and United States Code (USC) provisions, among others By way of example, such would include all cited FAR and DFAR provisions relating to warranties, liabilities, and rights in data, and the GSA's Price Reduction Clause, among others.

3. CERTIFICATION OF ACCURACY:

The Contractor hereby certifies that all copies of the Contractor's Authorized Schedule Price List that were submitted to the State as part of the negotiation of this Contract are true, correct, current, and complete copies of that Price List The Contractor further represents and warrants that all future Price Lists submitted to revise this Contract will also be true, correct, current, and complete copies of the then-current Price List under the Contractor's then-current Federal Contract

4. FEDERAL REPRESENTATIONS:

The Contractor warrants that all certifications and representations made to the Federal Government as a basis for obtaining or as a part of its GSA Schedule Contract were and still are true and accurate The Contractor further agrees that such representations are a basis for the State entering into this Contract and that such representation and certifications inure to the State's benefit

5. FUTURE NOTICE:

The Contractor acknowledges that any continuing obligation to notify the Federal Government of changes affecting its GSA Schedule Contract, including by way of example, notices required under the price reduction provisions of its Schedule Contract, must be provided in the same manner to the State The State's rights under those notices will be the same as the rights of the Federal Government Additionally, the Contractor

agrees to notify the State within thirty (30) calendar days of all changes in the status of or amendments to its Federal Schedule Contract

6. PARTIES TO THE CONTRACT:

(a) For purposes of this Contract, all references to "Government," "Federal Government," "GSA," or similar terms meaning the Federal Government in the Contractor's Schedule Contract will mean the "State " And references to the "Contracting Officer" will mean the State representative, or their successor or designee, who signed this Contract on behalf of the State Additionally, for purposes of this Contract, all rights and obligations of the Contractor and the Federal Government under the Contractor's Schedule Contract, except to the extent that such would create an absurdity, or are otherwise clearly inappropriate, or would violate state or federal law, will be rights and obligations between the Contractor and the State.

(b) This Contract may be relied on by any "State Agency" as defined under section 2251 001(8) of the Texas Government Code and any "Local Government" as defined under section 271 101 of the Texas Local Government Code Whenever a Local Government relies upon this Contract to issue a purchase order, the Local Government will step into the shoes of the State under this Contract Any order placed by a Local Government under this contract will be between the Contractor and the Local Government. The Contractor will look solely to the Local Government for performance, including but not limited to payment, and will hold the State harmless with regard to such orders. The State, however, will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Local Government

(c) Nothing in this Contract requires the Contractor to accept an order from a Local Government where the Contractor reasonably believes that the Local Government is or will be unable to perform its obligations in relation to that order

7. SPECIFIC CHANGES TO PROVISIONS INCLUDED IN CONTRACTOR'S SCHEDULE CONTRACT:

The State and the Contractor agree to the following changes to specific provisions of the Contractor's Federal Schedule Contract, notwithstanding anything to the contrary contained in the Contractor's Federal Contract

(a) All equipment will be new and all replacement parts will be new

(b) The ordering and payment addresses under this Contract will be those contained in the Contractor's offer letter to the State

(c) Payments and invoicing will be done according to the terms discussed under paragraph 12 "PAYMENT DUE DATE" and paragraph 13 "INVOICE REQUIREMENTS", below

(d) All shipping of equipment under warranty for repairs will be at the Contractor's expense

(e) All references to hours of the day will be deemed to be references to Central Standard/Daylight Time.

(f) The State will not purchase goods or services for overseas delivery, or provide the Contractor with overseas support

(g) The Contractor will not offer to the State any products that are not Year 2000 compliant. All such items listed in the Contractor's Authorized Price List are deleted for purposes of the State

(h) As this Contract refers to a GSA schedule contract for convenience, orders under this Contract are not orders under the GSA schedule program Therefore, the federal supply schedules for blanket purchase agreements, contractor team arrangements are not applicable to this contract However, for administrative convenience and to satisfy a total best value procurement requirement, a purchasing entity may, if the quoted price is determined to be fair and reasonable, purchase incidental items that are not on the GSC contract schedule The purchase of incidental, off schedule items will be treated as an open market purchase and clearly labeled on the schedule purchase order as open market (OM) items

(i) Those terms and conditions of the Contractor's offering documentation not specifically referenced by the Amendments delineated under this heading shall remain unchanged

(j) The contractor will provide a Universal Resource Locator (URL) address that is exclusive to the contractor's TXMAS contract and catalog The "hot link" must allow users access to the contractor's TXMAS catalog from the TBPC website

(k) In conjunction with the submission of the Contractor Quarterly Sales Report referred to in Paragraph 8 of this document, the Contractor shall remit to the State of Texas a sales rebate which will not exceed the GSA Industrial Funding Fee (IFF) that is in effect at the time of the Quarterly Sales Report submission.

8. CONTRACTOR QUARTERLY SALES REPORT:

(a) The Contractor shall report to the State the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales under this Contract by fiscal quarter (i.e., September-November, December- February, March- May, June- August) The dollar value of the sale shall be the price paid by the schedule user for the products and services on a schedule contract task or delivery order, as recorded by the Contractor

(b) The Contractor shall report the quarterly dollar value of sales electronically in the on-line format provided by TBPC (See Paragraph 8(e), below). If no sales occur, the Contractor shall report "zero" sales The report shall be submitted within thirty (30) calendar days following the completion of the reporting period

(c) As a component of the Contractor Quarterly Sales Report the Contractor shall remit a Sales Rebate that is authorized by the Texas Government Code, Chapter 2155.510 The Sales Rebate shall be based on the GSA Industrial Funding Fee (IFF) rate that is effective at the time of the report submission The Sales Rebate rate that will apply to Contract Quarterly Sales Reports submitted for the fiscal quarters commencing March 2004 shall be 0 75% This rate shall apply to all quarterly Sales Rebates until a new IFF rate is set by GSA

(d) The Sales Rebate remittance should be identified as "TXMAS Sales Rebate" and made payable to **TBPC** The remittance address is Texas Building and Procurement Commission, Attn· Fiscal Division, Post Box 13047, Austin, TX 78711-3047

(e) The Contractor shall also submit a final closeout report within one hundred and twenty (120) calendar days after the expiration or termination of this Contract The contract shall expire upon the physical completion of the last outstanding task or delivery the final order under the Contract The closeout report shall include all sales not shown in the final or most recent quarterly report and shall reconcile all errors and credits If the Contractor reported all

contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor shall report "zero" sales in the closeout report

(f) The Quarterly Sales Report shall be submitted electronically to the following e-mail address

txmas@tbpc.state.tx.us

or by a diskette delivered to the following address

Texas Building and Procurement Commission
Texas Multiple Award Schedule Unit
P.O. Box 13047
Austin, TX 78711-3047

(g) If the Contractor fails to submit sales reports, falsifies sales reports, or fails to submit sales reports in a timely manner, the State may terminate or cancel this Contract in accordance with Paragraph 19 ("CANCELLATION")

9. DISTRIBUTORS:

(a) The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor But if the Contractor decides to use any dealers, the Contractor must submit the name, address, and telephone number of any such dealer, as well as the dealer's purchase order and payment address(es), Federal Employer's Identification number (FEI) and Dun and Bradstreet (DUNS) number if available. The Contractor must also submit a completed W9 form for each dealer it wishes to name under this section The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Director of Procurement In doing so, the Contractor warrants that

(1) The dealer has been given a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing to be bound by the terms and conditions in this Contract
(2) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor
(3) The Contractor agrees to remain liable under this Contract for any failure of the dealer to perform and any breach of the dealer under this Contract
(4) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the

dealer for any payments due the Contractor once the State has paid the dealer

(5) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability

(b) If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. One or more distributors may be identified in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form and DUNS number All other requirements and obligations for designating a dealer apply to designating a distributor

10. POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS):

(a) In accordance with the Texas Government Code, Sections 2161 181-182 and section 111 11 of the Texas Administrative Code (TAC), state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Building and Procurement Commission (TBPC) HUB Rules, 1 TAC 111 11-111.28 encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

(b) The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study:

(1) 11.9% for heavy construction other than building contracts;
(2) 26.1% for all building construction, including general contractors and operative builders contracts;
(3) 57.2% for all special trade construction contracts;
(4) 20% for professional services contracts;
(5) 33% for all other services contracts; and
(6) 12.6% for commodities contracts.

(c) Each state agency shall make a good faith effort to meet or exceed these goals and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year

(d) Contractors are urged to utilize Texas Certified HUBs as distributors or dealers whenever possible to promote full and equal business opportunities and assist state agencies in meeting the goals listed above A random listing of Certified Texas HUB Vendors that are registered on the Texas Centralized Master Bidder List (CMBL) for the commodities included in the contract schedule is attached (see Attachment B) You are also strongly encouraged to make a good faith effort within the ***basic*** terms of the GSA contract and consider engaging the service of a HUB to meet your contractual obligation in Texas. ***The attached TXMAS HUB Good Faith Effort Certification must be completed and returned with this document (see Attachment C).***

11. LIMITATION OF LIABILITY:

THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES

12. PAYMENT DUE DATE:

(a) Except as provided for in section 2251 021(b) Texas Government Code payment by a State Agency or Local Government is due within thirty (30) calendar days after the later of

(1) the date the State Agency or Local Government receives the goods under the contract,
(2) the date the State Agency or Local Government receives a proper invoice (*see paragraph 13 "INVOICE REQUIREMENTS"*) for the goods or services, or
(3) the date the performance of the service under the contact is completed

(b) Except as provided for in section 2251.021(b) Texas Government Code, a payment will begin to accrue interest at a rate of one percent a month on the 31st day after the later event described by subsections (a)(1) through (3) Interest stops accruing on the date the State Agency or Local Government mails (postmark) or electronically transmits the payment.

13. INVOICE REQUIREMENTS

(a) In order to receive payment, Contractor must submit an original invoice to the office designated in the purchase order as the "Bill To" address To be a proper invoice, the invoice must include the following information and/or attachments

(1) Name and address of the Contractor as designated in this Contract
(2) The Contractor's Texas Identification Number (TIN) as designated in this Contract
(3) The Contractor's invoice remittance address as designated in this Contract
(4) The purchase order number authorizing the delivery of products or services
(5) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services If the invoice is for a lease, the Contractor must also include the payment number (e g , 1 of 36)

(b) If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information If an invoice does not meet this section's requirements or if the Contractor fails to give proper notice of a price increase (*see paragraph 15 "NOTIFICATION OF PRICE INCREASE"*), the State will send the Contractor written notice with the improper invoice to the address designated for receipt of purchase orders within fifteen (15) calendar days after receipt of the invoice The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice

14. AUDIT REQUIREMENTS:

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards

15. NOTIFICATION OF PRICE INCREASES:

For price increases authorized under this contract, notification of such must be given to the TBPC and to the purchase order "bill to" address contained in the applicable purchase order(s) for any orders affected by the increase (e.g , existing leases, licenses, or annual maintenance programs) The Contractor must give these notices no later than thirty (30) calendar days before the effective date of the price increase This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number

16. NON-APPROPRIATION OF FUNDS:

The State's funds are contingent on the availability of lawful appropriations by the Texas Legislature If the Texas Legislature fails to continue funding for the payments due under an order referencing this Contract, the order will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments

17. PUBLIC INFORMATION:

Pursuant to Texas Government Code, Chapter 552, The Public Information Act, all information in the possession of the Texas Building and Procurement Commission is subject to disclosure in accordance with the provisions of the act

18. TAXES:

The State is exempt from all state and local taxes and does not agree to pay any taxes

19. CANCELLATION:

The State or the Contractor may cancel this Contract without cause on thirty (30) calendar days written notice But, in the case of any lease of goods or services or any license of software or other intangible property entered into before the effective date of the termination, the State will have the right to continue such lease or license after termination on the same terms

20. AUTOMATIC RENEWAL:

This contract is automatically renewed on the date that GSA exercises the renewal option All State of Texas terms and conditions will continue and apply to all renewal periods unless modified by mutual agreement.

21. DELIVERIES: Unless stated otherwise in the federal supply schedule, all deliveries will be F.O B. Destination.

22. EQUAL EMPLOYMENT OPPORTUNITY:

The Contractor will comply with all Texas laws regarding equal opportunity employment opportunity

23. DRUG FREE WORKPLACE:

The Contractor will make a good faith effort to ensure that none of its employees are under the influence of or possess illegal drugs or alcohol or abuse prescription drugs while they are on State property

24. CONTRACTOR AFFIRMATIONS:

(a) The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted contract.

(b) Contractor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S C.A Section 1, et seq (1973) as amended, and the Texas Free Enterprise and Antitrust Act of 1983, Tex Bus & Comm Code Sec. 15 01, et seq. (1983)

(c) Neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or Federal Antitrust laws, (see item b, above)

(d) Pursuant to Texas Family Code 231 006 (d), (relating to child support), the Contractor certifies that the individuals or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment may be withheld if the certification is inaccurate

(e) Under Section 2155.004 Texas Government Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate

(f) The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

(g) Contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the state of Texas

(h) Contractor certifies that they are in compliance with section 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency If section 669 003 applies, vendor will complete the following information in order for the offer to be evaluated·

Name of Former executive. Does not apply

Name of State Agency _____

Date of separation from State Agency _____

Position with Contractor _____

Date of Employment with Contractor _____

25. PUBLICITY:

The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without the prior, written consent of the State

26. TRAINING REQUIREMENTS:

The Contractor will send as a minimum one corporate representative and one dealer/distributor representative from each authorized dealer/distributor for training on TXMAS procedures prior to receiving award of a TXMAS contract The TXMAS Unit in Austin, Texas will provide training Training dates, location and times will be coordinated with the TXMAS Unit.

27. TRAVEL EXPENSES:

Any travel or per diem required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. All travel and per diem that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with State of Texas Travel Allowance Guide

28. HEADINGS:

The headings used in this Contract are for convenience only and will not be used in interpreting this Contract

29. ASSIGNMENT:

The Contractor will not assign this Contract without the written consent of the State

30. ORDER OF PRIORITY:

If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.

31. ENTIRE AGREEMENT:

This Contract consists of the Contractor's Schedule Contract (*see paragraph 2 "COMPOSITION OF CONTRACT"*), this Contract document, the Contractor's State Offer Letter, and, if applicable, the Contractor's letter(s) designating dealers (and/or distributors), and any price lists or catalogs specifically mentioned elsewhere in this Contract The foregoing constitutes the entire agreement between the parties, and any changes or modifications to this Contract must be in writing

STATE OF TEXAS
TEXAS BUILDING AND PROCUREMENT COMMISSION
TEXAS MULTIPLE AWARD SCHEDULE (TXMAS)

32. GOVERNING LAW:

This Contract is governed by and will be construed under Texas law, and venue for any dispute will be in a court of competent jurisdiction in Travis County, Texas

33. SEVERABILITY:

If any part of this Master Agreement shall be declared unlawful, all other provisions not affected shall remain in full force and effect

TO SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) below and unless otherwise indicated is effective as of the date of signature by the State

THE CONTRACTOR

By [signature]

Title Government Contract Administration

Date 8-17-04

STATE OF TEXAS,
TEXAS BUILDING & PROCUREMENT COMMISSION
PROCUREMENT DIVISION

Cindy Reed
Cindy Reed
Deputy Executive Director

By. [signature]
Ted R Maddry, CTPM
Projects & Support Manager

Date 9-17-04

Revised January 20 2004

To Prospective Texas Multiple Award Schedule (TXMAS) Vendors

Subject. Historically Underutilized Business (HUB)
Good Faith Effort Certification

As addressed in the basic Contract Terms and Conditions, contractors are strongly encouraged to engage the services of Texas Certified HUBs as distributors or dealers whenever possible to promote full and equal business opportunities and to assist state agencies in meeting the goals specified in the State of Texas Disparity Study. The decision to utilize the services of a currently Certified Texas HUB must be based on a good faith effort and as a potential contractor you are required to show documented evidence that an active participatory role for a HUB entity was considered. Should you elect to use the services of a Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) that may be eligible for Texas Hub certification, arrangements can be made to expedite the application process.

Please answer the following questions by selecting the response that applies to your good faith effort decision. Check the appropriate response(s).

YES ☐ NO ☑ 1. Are the services of a Certified Texas HUB being utilized to perform the contract referred to in the Terms and Conditions? **

YES ☐ NO ☑ 2. Are the services of a MBE/DBE or equivalent that maybe eligible for Texas HUB certification being utilized to perform the contract referred to in the Terms and Conditions?

YES ☐ NO ☑ 3. Will a Small Business as defined by regulations of the Small Business Administration (SBA) in 13 C.F.R., Section 121.201 perform the basic contract as awarded by the General Services Administration (GSA)?

YES ☑ NO ☐ 4. Will the contract be performed by a distributor, dealer or manufacturer under existing agreements approved by GSA that do not include Small Business/MBE/DBE/HUB participation?

Note. This document will become an attachment to the Contract Terms and Conditions and is affirmed by the signature on the Contract Terms and Conditions

** The attached randomly selected list of Certified Texas HUBs dealing in the goods and services included in this multiple award schedule contract opportunity should be considered in the selection/decision process

STATE OF TEXAS
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
TEXAS MULTIPLE AWARD SCHEDULE CONTRACT

Contract Amendment #2

WHEREAS the STATE OF TEXAS ("State") acting through the TEXAS COMPTROLLER OF PUBLIC ACCOUNTS ("CPA"), entered a Texas Multiple Award Schedule (TXMAS) contract ("Contract") with Neopost, Inc ("Contractor"),

WHEREAS the CPA and the Contractor wish to amend the Contract to add new requirements for the online ordering system that will be used by customers to order under the Contract

IT IS UNDERSTOOD AND AGREED AS FOLLOWS

In order to authorize the Contractor to add the administrative fee for using the online ordering system to its prices, Section 1 is amended to remove language about pricing and Section 2 is amended to address pricing, including adding the language removed from Section 1 (new language is underlined and removed language is ~~struckthrough~~)

1. BACKGROUND:

The Contractor has entered into a contract with the Federal Government under the Federal Government's Supply Schedule Contract Program administered by the General Services Administration ("GSA") That program allows a contractor and the GSA to negotiate in advance of actual purchases the terms and conditions under which a contractor will supply goods or services to the Federal Government Such a Federal schedule contract is not a commitment to purchase any goods or services, it is only a convenient way to do so should a Federal agency so choose during the contract's term

The Texas Comptroller of Public Accounts has also determined that the Contractor's Federal schedule contract offers goods or services that may be of interest to various state agencies and has therefore decided to use the Contractor's Federal contract as a basis for a state multiple award schedule contract with the Contractor ~~It is recognized that prices reflected on GSA schedule contracts are most favored customer prices and are maximum prices. A State Agency or Local Government may negotiate a lower price for goods and services listed on a schedule contract.~~ This state multiple award schedule contract (the "Contract") establishes terms and conditions under which a state agency may acquire the Contractor's goods or services, but it in no manner obligates any state agency to do so

2. COMPOSITION OF CONTRACT:

(a) This Contract consists of the terms of the Contractor's Federal Schedule Contract, Number GS-25F-0110M (the "Federal Schedule Contract" or "Schedule Contract"), as amended by this Contract (*see Paragraph 36 "ENTIRE AGREEMENT"*) The Contractor's Schedule Contract consists of all the documents and materials incorporated in that agreement with the Federal Government Those documents include, among possible others, the Federal Government's original solicitation, the Contractor's offer to the Federal Government, with

amendments, the Contractor's best and final offer letter, the final award, and the Contractor's most current version of its Authorized Schedule Price List

(b) Additionally, all representations, clarifications, and certifications submitted by the Contractor as a part of that contracting process are also included And it includes any laws, regulations, documents, guidelines, and other materials incorporated by reference in the Contractor's Schedule Contract, including all Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation (DFAR), Federal Information Processing Standards Publication (FIPS PUB), Federal Standards (FED-STD) and United States Code (USC) provisions, among others By way of example, such would include all cited FAR and DFAR provisions relating to warranties, liabilities, and rights in data, and the GSA's Price Reduction Clause, among others

(c) It is recognized that prices reflected on GSA schedule contracts are most favored customer prices and are maximum prices A State Agency or Local Government may negotiate a lower price for goods and services listed on a schedule contract CPA operates an online ordering system A 1 5% administrative fee is charged on all orders For this Contract, the Contractor is authorized to add up to 1 5228% to each order processed under the Contract The Contractor shall remit this administrative fee to the TexasOnline vendor on a monthly basis, as invoiced

In order to have the Contractor submit sales reports monthly, which is needed to reconcile the administrative fee for the online ordering system, Section 7(k) and Section 8 are amended to read as follows (new language is underlined and removed language is ~~struckthrough~~)

(k) ~~In conjunction with the submission of the Contractor Quarterly Sales Report referred to in Paragraph 8 "CONTRACTOR QUARTERLY SALES REPORT" of this document, the Contractor shall remit to the State of Texas a sales rebate which will not exceed the GSA Industrial Funding Fee (IFF) that is in effect at the time of the Quarterly Sales Report submission~~

8. CONTRACTOR MONTHLY ~~QUARTERLY~~ SALES REPORT.

(a) The Contractor shall report to the State the ~~quarterly~~ monthly dollar value (in U S. dollars and rounded to the nearest whole dollar) of the sales under this Contract ~~by fiscal quarter (i e , September November, December February, March May, June August)~~ The dollar value of the sale shall be the price paid by the schedule user for the products and services on a schedule contract task or delivery order, as recorded by the Contractor

(b) The Contractor shall report the ~~quarterly~~ monthly dollar value of sales electronically in the on-line format provided by CPA (See Paragraph 8(e), below) If no sales occur, the Contractor shall report "NO" sales The report shall be submitted within ten (10) ~~thirty (30)~~ calendar days following the end of the calendar month ~~completion of the reporting period~~

(c) The Contractor shall remit to the State of Texas a sales rebate which will not exceed the GSA Industrial Funding Fee (IFF) that is in effect at the time of the ~~Quarterly Sales Report~~ submission The sales rebate shall be remitted on a quarterly basis, using the State of Texas Fiscal Calendar, which starts on September 1 and ends on August 31 of each year The sales rebate will be for the amount of sales under the Contract for the previous quarter ~~As a component of the Contractor Quarterly Sales Report the Contractor shall remit a Sales Rebate that is authorized by the Texas Government Code, §2155 510 The Sales Rebate shall~~

~~be based on the GSA Industrial Funding Fee (IFF) rate that is effective at the time of the report submission. The Sales Rebate rate that will apply to Contract Quarterly Sales Reports submitted for the fiscal quarters commencing March 2004 shall be 0.75%. This rate shall apply to all quarterly Sales Rebates until a new IFF rate is set by GSA.~~

(d) The Sales Rebate remittance should be identified as "TXMAS Sales Rebate" and made payable to **CPA** The remittance address is Texas Comptroller of Public Accounts, TPASS, Attn Accounts Payable, P O Box 13186, Austin, TX 78711-3186

(e) The Contractor shall also submit a final closeout report within one hundred and twenty (120) calendar days after the expiration or termination of this Contract The contract shall expire upon the physical completion of the last outstanding task or delivery the final order under the Contract The closeout report shall include all sales not shown in the final or most recent quarterly report and shall reconcile all errors and credits If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor shall report "zero" sales in the closeout report

(f) The ~~Quarterly~~ Monthly Sales Report shall be submitted electronically online at http //portal cpa.state tx.us/txmas/vendor/, (see Attachment A)

(g) If the Contractor fails to submit sales reports, falsifies sales reports, or fails to submit sales reports in a timely manner, the State may terminate or cancel this Contract in accordance with Paragraph 19 "TERMINATION, SURVIVAL"

By the signing of this amendment, the parties hereto understand and agree that this amendment is hereby made a part of the Contract, as though the amendment were set forth word-for-word therein

The Contract in all other respects is ratified and confirmed.

COMPTROLLER OF PUBLIC ACCOUNTS	**NEOPOST, INC.**
Martin A Hubert	Lisa Hunt
Deputy Comptroller	Director, Government Contracts & Compliance
4/27/09	3/19/09
Date	Date

neopost TERMS & CONDITIONS

EQUIPMENT LEASE

In this Equipment Lease (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the order form "We," "Us" and "Our" mean the lessor, MailFinance Inc "Supplier" refers to either Neopost USA Inc , or any other third party that has manufactured, or is providing services related to, the Equipment

1 Lease of Equipment THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE during the Initial Term (as defined below) You agree to lease from Us the equipment, embedded software, Software, and other products listed on the order form, together with all existing and future accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Equipment") upon the terms stated herein For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Equipment The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware Software is subject to the additional terms contained in the Online Services and Software Agreement with the Supplier

2 Promise to Pay. You promise to pay to Us the lease payment shown on the order form ("Lease Payment") in accordance with the payment schedule set forth on that page, plus all other amounts stated herein This Lease is binding on You as of the date You sign it This Lease is not binding on Us until We sign it or until the Equipment is shipped, whichever happens first

3 Initial Term, Renewal The Initial Term of this Lease will begin on the earlier of either the date the Equipment is installed or five (5) days after the Equipment is shipped by the Supplier and will continue for the number of months shown on the order form ("Initial Term") Unless You notify Us in writing at least ninety (90) days before the end of the Initial Term that You intend to return the Equipment at the end of the Initial Term, this Lease will automatically renew for periods of one (1) year each (each a "Renewal Period") The amount You pay for the Equipment will remain unchanged during each Renewal Period We will not notify You that the Initial Term or any Renewal Period is ending You may terminate this Lease at the conclusion of any Renewal Period by giving Us ninety (90) days prior written notice of Your intent to do so If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall return the Equipment pursuant to Section 14 of this Lease

4 Lease Payments PAYMENTS UNDER THIS LEASE ARE UNCONDITIONAL AND WILL CONTINUE FOR THE ENTIRE TERM OF THIS LEASE, WITHOUT ANY RIGHT TO REDUCTION OR SET-OFF Lease Payments, plus applicable taxes and other charges provided for herein, are payable in advance periodically as stated on the order form You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice If We do not receive a payment in full on or before its due date, You shall pay a fee equal to 5% of the amount that is late or the maximum amount allowed by law, whichever is less In addition, You agree to pay Us Our then-current fee for checks returned unpaid and for ACH direct debit transactions which are rejected

5 Buy-Out of Another Obligation In the event that We have provided You with money to complete the remaining stream of payments on a lease that You may have with a third party, Your repayment of that amount shall be included as part of Your Lease Payment You remain solely responsible for the full performance of any commitments that You have made with such third party You agree that We are not responsible for any difference between the amount that We have provided and any amounts actually due, or claimed to be due, to the third party In the event that You fail to make all of the Lease Payments set forth on the order form, in addition to any other remedies We may have, You agree to immediately pay Us the unamortized remaining balance of the money given to You to complete the remaining stream of payments on the third party lease

6 Delivery and Location of Equipment. The Equipment will be delivered to You at the Equipment Address specified on the order form or, if no such location is specified, to Your Invoice Address Your acceptance of the Equipment occurs upon delivery of the Equipment You shall not remove the Equipment from the Equipment Address unless You first get Our written permission to do so

7 Ownership, Use, and Maintenance of Equipment We will own and have title to the Equipment during the Lease You agree that the Equipment is and shall remain personal property You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes At Your own cost, You agree to maintain the Equipment in accordance with the applicable operation manuals and to keep the Equipment in good working order, ordinary wear and tear excepted

8 Assignment of Supplier's Warranties We hereby assign to You any warranties relating to the Equipment that We may have received from the Supplier

9 Relationship of the Parties You agree that You, not We, selected the Equipment and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM)

10 Default You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately (A) cancel this Lease, (B) require You to return the Equipment pursuant to Section 14 below, (C) take possession of and/or render the Equipment unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages), and (iii) in the event that You failed to promptly return the Equipment to Us, an amount equal to the remaining value of the Equipment at the end of the then-current term, as reasonably determined by Us You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Equipment, as well as any other expenses that We may incur to collect amounts owed to Us We are not required to re-lease or sell the Equipment if We repossess it These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us

11 Finance Lease You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC") To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws

12 Automated Clearinghouse Direct Debit ("ACH") If, You have elected ACH service, You hereby authorize Us to initiate with the depository bank ("Bank") that You have provided to Us a debit of any amounts that become due by You to Us (and/or any of Our affiliates including, but not limited to, Neopost USA Inc , and Mailroom Finance, Inc) from the specified account ACH payments shall remain in effect until terminated by the Bank, You, or Us You must give Us thirty (30) days prior written notice of Your intent to terminate ACH services or any change in Bank account status which would impair Our ability to debit such funds

13 Loss; Damage, Insurance. Unless the order form indicates that You have enrolled in any insurance waiver program that We may offer and You have paid the associated fee, You shall (i) bear the risk of loss and damage to the Equipment and shall continue performing all of Your other obligations hereunder even if it becomes damaged or there is a loss, (ii) keep the Equipment insured against all risks of loss and damage in an amount at least equal to its full replacement cost, with Us named as sole loss payee thereon, and (iii) provide Us with evidence of such coverage upon request by Us If You have enrolled in Our insurance waiver program, and any loss, damage or destruction to the Equipment occurs that does not result from Your gross negligence or willful misconduct, We shall (provided You are not in default under this Lease) repair or replace the Equipment and Your Lease obligations will remain unchanged The insurance waiver program is not insurance Therefore state regulatory agencies have not reviewed the program, this Lease any of the fees charged hereunder, or Our financial condition

14 Return of Equipment You are required to return the Equipment under this Lease Upon the termination of this Lease You shall, after receiving an Equipment Return Authorization ("ERA") number from Us promptly send the Equipment, at Your expense, to any location(s) that We designate The Equipment must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear

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neopost TERMS & CONDITIONS

15 Indemnification. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses, and costs (including reasonable attorneys fees) made against or incurred by Us relating to Equipment Matters (as defined below) Your obligations pursuant to this Section shall survive the termination or expiration of this Lease

16 Assignment YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") ANY EQUIPMENT OR THIS LEASE IN WHOLE OR IN PART We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party You agree not to assert against the new owner any claim, defense or offset You may have against Us or any predecessor in interest

17. Documentation Fee In addition to the Lease Payment, You agree to pay Us a one-time fee (not to exceed $100 00) to cover the origination, documentation, processing and certain other costs associated with this Lease This fee will be included on Your initial invoice from Us

18. Taxes You agree to pay for all applicable taxes related to the Equipment, including taxes related to Your acquisition, possession, and/or use of the Equipment as well as all property taxes on the Equipment Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes In addition, in the event We determine it is reasonable to do so, You hereby authorize Us to pay any such taxes and to include such amount as part of the capitalized amount used to compute Your payment pursuant to this Lease

19 Disclaimer of Warranties WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE EQUIPMENT, ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE WE PROVIDE THE EQUIPMENT TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS "

20 Limitation of Liability. WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE EQUIPMENT (COLLECTIVELY, "EQUIPMENT MATTERS") NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU

21 Notice All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or Us, as applicable and shall be considered given when (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery

22 Integration The Lease represents the final and only agreement between You and Us There are no unwritten oral agreements between You and Us The Lease can be changed only by a written agreement between You and Us

23 Severability In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision

24 Waiver or Delay A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease

25 Survival of Obligations Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease

26 Arbitration, Choice of Law, Venue, and Attorney's Fees Any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof The place of arbitration shall be in Hartford County in the State of Connecticut This Lease shall be governed by and interpreted in accordance with the laws of the State of Connecticut, excluding its conflict of law principles All fees and expenses shall be borne by the parties equally However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation of proofs The prevailing party shall be entitled to an award of reasonable attorney's fees and costs and the arbitrator(s) shall be authorized to award such amounts

POSTAGE METER RENTAL AGREEMENT

1 Incorporation of Certain Terms Customer acknowledges that (i) it has entered an Equipment Lease with MailFinance Inc (the "Lease"), and (ii) if the Equipment that is subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc Sections 18 through 26 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement

2 Provisions as to Use You acknowledge that (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the order form (the "Postage Meter") is being rented to You and that it is Our property, (ii) the Postage Meter will be surrendered by You upon demand by Us (iii) You are responsible for the control and use of the Postage Meter, (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter, (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service, and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You

3. Rental Fee, Term, and Taxes The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental The Postage Meter rental fee does not include the cost of consumable supplies The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 14 of the Lease

4 Postage Meter Maintenance, Inspections, and Location We will keep the Postage Meter in good working condition during the term of this Rental Agreement The United States Postal Service regulations may require Us to periodically inspect the Postage Meter You agree to cooperate with Us regarding such inspections We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter

5 Postage Advances We do not sell postage In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance (i) the amount of the emergency advance, and (ii) the then-current advance fee

6 Default In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc , and Mailroom Finance, Inc , then We may, without notice (i) repossess the Postage Meter(s), (ii) disable the Postage Meter, (iii) immediately terminate this Rental Agreement, and (iv) pursue any remedies available to Us at law or in equity Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed

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to Us These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us

7. Rate Updates

A. MAINTENANCE OF POSTAL RATES It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages

B Rate Updates with Online Services If the order form indicates that You are enrolled in Our Online Services program, then You will receive periodic updates for Your covered Equipment and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Equipment or Postage Meter **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine** For the purposes of this section, "Integrated" means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products")

C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software If the order form indicates that You have selected RCP or Software Advantage, You will receive the following updates for Your covered Equipment or Software (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Equipment or Software, and (ii) updates for zip or zone changes that are compatible with Your covered Equipment or Software If any reprogramming is required because You have moved the Equipment or Postage Meter to a new location, none of the services described in this Section cover the cost to do so If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either (i) promptly pay the then-current price for such update, or (ii) return the unused, update to Us within ten (10) business days of receiving it Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved

8 UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT REQUIREMENT You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms The Acknowledgment reads as follows

UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT

1 The meter licensee ("Customer"), hereby acknowledges that it must transfer funds to the United States Postal Service ("Postal Service"), through a lockbox bank ("Lockbox Bank"), for the purpose of pre-payment of postage on computerized meter resetting system ("CMRS")-equipped meters ("Deposit")

2 The Customer may, from time to time, make Deposits in the Lockbox Bank account, identified as "USPS (Neopost POC) " The Postal Service may, at its discretion, designate itself or a successor as recipient of Deposits by the Customer

3 Any Deposit made by the Customer shall be credited by the Postal Service only for the payment of postage through CMRS-equipped meters Such Deposits may be commingled with Deposits of other customers The Customer shall not be entitled to any interest or other income earned on such Deposits

4 The Postal Service will provide a refund to the Customer for the remaining balance in a postage meter upon its return The Lockbox Bank will provide a refund to the Customer for Deposits otherwise held by the Postal Service, provided, however, that no refunds will be made for funds remaining in any postage meter that is reported lost or stolen, if it is not recovered within thirty (30) days from the date or such report Refunds are provided in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual Transition Book or its successor

5 The Lockbox Bank, which shall collect funds on behalf of the Postal Service, shall provide Us, on each business day, information as to the amount of each deposit made to the Postal Service by Customer

6 The Meter Company may deposit funds on behalf of the Customer The Postal Service will make no such advances Any relationship concerning advances is between the Customer and the Meter Company

7 The Customer acknowledges that the terms and conditions of this Acknowledgement may be changed, modified, or revoked by the Postal Service with appropriate notice

8 Postal Service regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual Transition Book or its successor Customer acknowledges that it shall be subject to applicable rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law The Postal Service rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit

neoFunds ACCOUNT AGREEMENT

1 Incorporation of Certain Terms You acknowledge that You have entered a Postage Meter Rental Agreement with Neopost USA Inc (the "Rental Agreement") If you have an eligible postage meter or an eligible Postage on Call account, then you will have access to a neoFunds™ postage funding account and this neoFunds Account Agreement ("neoFunds Agreement") shall govern Your use of such account Any defined terms in the Postage Meter Rental Agreement shall have the same meanings in this neoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc , an affiliate of Neopost USA Inc Sections 18 through 25 of the Lease are hereby incorporated into this neoFunds Agreement except that any reference in those sections to the "Lease" refer to this neoFunds Agreement

2 Establishment and Activation of Account You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the Postage Meter The establishment of Your Account shall be subject to Our approval of Your creditworthiness Any use of the Account shall constitute Your acceptance of all the terms and conditions of this neoFunds Agreement and all other documents executed or provided in connection with the Account The Account may not be used for personal, family, or household purposes

3. Operation of Account Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") requests a Postage Meter reset from Neopost USA Inc , Neopost USA Inc will notify Us of the amount requested We will transfer the requested amount to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable There is no minimum or maximum reset amount so long as You do not exceed Your Account Limit (as defined below), and there is no limit on the number of resets that You may request in any month

4 Payment Terms You will receive a billing statement for each billing cycle in which You have any activity on Your Account Payments are due on the due date shown on Your billing statement You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below) The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day, excluding unpaid interest and fees The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18 00%) per annum or the maximum permitted by law Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit

NEOPOST USA | 478 WHEELERS FARMS ROAD | MILFORD, CT 06461 | TEL 203 301 3400 | FAX 203 301 2600

neopost TERMS & CONDITIONS

5. Account Limit and Account Fees You agree that We will establish a credit limit on Your Account (the "Account Limit") The exact amount of the Account Limit will be indicated on Your invoice We may, in Our sole discretion, allow Your balance to exceed the Account Limit In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs Unless prohibited by applicable law, You agree to pay the amounts set forth in this neoFunds Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, and a fee for any checks that are returned as a result of insufficient funds Unless prohibited by applicable law, We may charge You and You agree to pay Our fees then in effect for copies of Your monthly statements All such fees shall be added to Your Account balance

6 Cancellation and Suspension We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this neoFunds Agreement We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this neoFunds Agreement by either party

7 Default We may declare You in default if You (i) have made any misrepresentations to Us, (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this neoFunds Agreement, or (iii) are in default under this neoFunds Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc , or their affiliates If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this neoFunds Agreement If We are required to take collection action or any other legal action under this neoFunds Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us

8 Remedies If We have declared that You are in default under this neoFunds Agreement, then We may (i) declare all agreements You have with Us in default and due and payable at once without notice or demand, (ii) refuse to make further advances on Your behalf to reset Your Postage Meter, and (iii) exercise any other rights that We may have In addition, You agree that any default under this neoFunds Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc , MailFinance Inc

9 Amendments We may amend this neoFunds Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice (including electronic notice to Your email address as reflected in Our then current records) to You Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account

10 Notice Any notice required to be given under this neoFunds Agreement by either party hereto shall be given if to You, at the address shown on Your order form, and if to Us at P O Box 30193, Tampa, Florida 33630-3193

11 Miscellaneous Upon Our request, You agree to furnish current financial and other information, including Your tax identification number You understand that We may obtain credit reports in connection with Your Account now and in the future This neoFunds Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict-of-laws rules, and any applicable federal laws The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Florida

MAINTENANCE AGREEMENT

1 Incorporation of Certain Terms You acknowledge that You have entered an Equipment Lease with MailFinance Inc (the "Lease") Any defined terms in the Lease shall have the same meanings in this Maintenance Agreement, except that "We," "Us," and "Our," refer to Neopost USA Inc Sections 18 through 26 of the Lease are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Lease" refer to this Maintenance Agreement

2 Neopost's Terms and Conditions for Maintenance Services If the order form indicates that You have purchased maintenance services, then Neopost USA Inc will provide maintenance services for the Equipment in accordance with Neopost USA Inc 's then-current maintenance terms and pricing for the level of maintenance services that You have purchased Those services will be provided for the entire term of the Lease and are NON-CANCELABLE The current version of those terms and conditions are available at www neopostinc com/maintenanceagreement/index html You agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference, and that You shall be bound by such terms as if they were fully stated herein

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms You acknowledge that You have entered an Equipment Lease with MailFinance Inc (the "Lease") Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc Sections 18 through 26 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement

2 License Grant and Additional Terms In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the order form solely for Your own use on or with the Equipment You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties, provided, however, that the Software products may be disclosed on a need-to-know basis to Your employees or independent contractors using the Equipment No title or ownership of the Software products or any portion thereof is transferred to You You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us Such terms will be provided with the Software and may be supplemented by Us or third party licensors, from time to time, by notice to You

3 Use of Websites Neopost USA Inc and/or any of Our affiliates, including, but not limited to, MailFinance Inc (collectively "Affiliates") may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites") If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use in effect at the time You use the Website Those terms of use are available on the Websites for Your review You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms") Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control

NEOPOST USA | 478 WHEELERS FARMS ROAD | MILFORD, CT 06461 | TEL 203 301 3400 | FAX 203 301 2600

AGENDA ITEM #17

CHANGE ORDER REQUEST LOG

Re Agenda Item #7 - Consideration of Ratification of Change Orders associated with the Reconstruction & Rehabilitation of various Houses heretofore approved by the previous and the current Director of Housing submitted by the Housing Depa(CC Agenda 5/10/11)

Builder	City	Appl ID#	CO#		Amount	Original Contract Amt or + Previous CO Amt (less Gap)	Amt Plus CO	"% of Change (Amt/Orig Contract)	Description	
SLS	Crystal Beach	10735	2	$	12,069 50	159,990 65	172,060 15	0 09	Add Concrete, Parking, Drive, & Insurance Diff	
AHB	Texas City	10718	1	$	9,140 00	111,440 36	120,580 36	0 08	Add Garage	Approved by TDHCA
CPH	Pt Bolivar	10747	1	$	11,184 50	162,213 97	173,398 47	0 07	Add Concrete, Driveway, & Culvert	Approved by TDHCA

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Community Development Block Grant (CDBG)

Disaster Recovery Program

Change Order Request		
Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 1014000036
Change Order Number: ☐ 1st ☒ 2nd ☐ 3rd ☐ 4th		
Homeowner Name [redacted]	**Homeowner Address** [redacted], Crystal Beach, TX 77650	
Building Contractor Name, Address, Phone Sullivan Land Services, Ltd PO Box 17017 Galveston, TX 77552 713-880-8411 713-880-8411		
(TDHCA Use Only) **Performance Specialist Signature**	**Date**	

Change Order Authorization	
Not valid unless all parties have signed and dated this form Signature indicates agreement herewith, including any adjustments in the Contract Cost and/or the Contract Time	
Homeowner Signature	**Date** 3/18/11
Building Contractor Signature	**Date** 3/18/11
Subrecipient Authorized Representative Signature	**Date** 3/18/11

Item	**Original Cost**	**Description of Change**	**Change in Cost (+ or -)**	**Reason for Change**
1	0	UB11 2 Concrete Under Home (1215 sf @ 5 30/sf)	6 439 50	Accessibility
2	0	UB12 420 sf UFAS Parking	2,226 00	Accessibility
3	0	UB11 3 Concrete Drive 10 x 60 (600 sf @ 5 00/sf	3,000 00	Accessibility
4	4372 00	Insurance (Hazard, Flood, Wind) - Estimated vs Actual	404 00	Correct Insurance Amt
Total Change in Cost (+ or -) for this Request			12,069 50	

A. Original Contract Cost for this Address	**144,840.65**
B. Original Contract Cost Previously Approved Change Orders (+ or -)	**15,150.00**
C. This Change Order Cost (+ or -)	**12,069.50**
D. Total New Contract Cost for this Address	**172,060.15**
E. Percentage of Total Changes (b+c /a)	**19%**
F. The Contract Time will be changed by (# of days)	**5 days**
G. The Date of Completion as of the date of this Change Order is	**3/18/11**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Community Development Block Grant (CDBG)
Disaster Recovery Program

Change Order Request		
Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 1014000060
Change Order Number: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th		
Homeowner Name [redacted]	**Homeowner Address** [redacted], Texas City, TX 77591	
Building Contractor Name, Address, Phone American Home Builders 2028 Broadway, Galveston, TX 77550		
(TDHCA Use Only) **Performance Specialist Signature**	**Date**	

Change Order Authorization	
Not valid unless all parties have signed and dated this form. Signature indicates agreement herewith, including any adjustments in the Contract Cost and/or the Contract Time.	
Homeowner Signature	**Date** 3-24-11
Building Contractor Signature	**Date** 3/24/11
Subrecipient Authorized Representative Signature	**Date** 3/24/11

Item	Original Cost	Description of Change	Change in Cost (+ or -)	Reason for Change
1	0	UB20 Attached Garage	9,140 00	Neighborhood Requirement
2				
3				
4				
Total Change in Cost (+ or -) for this Request			9,140 00	

A. Original Contract Cost for this Address	**111,440.36**
B. Original Contract Cost Previously Approved Change Orders (+ or -)	**0**
C. This Change Order Cost (+ or -)	**9,140.00**
D. Total New Contract Cost for this Address	**120,580.36**
E. Percentage of Total Changes (b+c /a)	**8%**
F. The Contract Time will be changed by (# of days)	**1 days**
G. The Date of Completion as of the date of this Change Order is	**5/24/2011**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Community Development Block Grant (CDBG)

Disaster Recovery Program

Change Order Request		
Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 1014000042
Change Order Number: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th		
Homeowner Name [redacted]	**Homeowner Address** [redacted] Port Bolivar, TX	
Building Contractor Name, Address, Phone Compass Pointe Homes 16000 Stuebner Airline, Ste 420, Spring, TX		
(TDHCA Use Only) **Performance Specialist Signature**	**Date**	

Change Order Authorization	
Not valid unless all parties have signed and dated this form Signature indicates agreement herewith, including any adjustments in the Contract Cost and/or the Contract Time.	
Homeowner Signature	**Date**
Building Contractor Signature	**Date**
Subrecipient Authorized Representative Signature	**Date**

Item	**Original Cost**	**Description of Change**	**Change in Cost (+ or -)**	**Reason for Change**
1		Concrete under Home (1445 sf)	7,947 50	Elevation Assistance
2		Driveway (42' x 10' Wide)	2,037 00	Accessibility
3		Culvert for Driveway	1,200 00	Accessibility
4				
Total Change in Cost (+ or -) for this Request			11,184 50	

A. Original Contract Cost for this Address	**162,213.97**
B. Original Contract Cost Previously Approved Change Orders (+ or -)	**0**
C. This Change Order Cost (+ or -)	**11,184.50**
D. Total New Contract Cost for this Address	**173,398.47**
E. Percentage of Total Changes (b+c /a)	**.07**
F. The Contract Time will be changed by (# of days)	**2 days**
G. The Date of Completion as of the date of this Change Order is	**3/14/11**

AGENDA ITEM #18

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 5/10/11)**

Builder	City	Appl ID#	CO#	Amount	Original Contract Amt or + Previous CO Amt (less Gap)	Amt Plus CO	"% of Change (Amt/Orig Contract)	Description
JCC	Texas City	10698	1	$ 7,244 00	$ 33,933 97	$ 41,177 97	0 21	Replace Roof & TWIA Inspection
AHS	League City	11056	1	$ 7,000 00	$ 90,819 55	$ 97,819 55	0 08	Aerobic Septic System

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Community Development Block Grant (CDBG)

Disaster Recovery Program

Change Order Request		
Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 1014000013
Change Order Number: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th		
Homeowner Name [redacted]	**Homeowner Address** [redacted], Texas City, TX 77590	
Building Contractor Name, Address, Phone JC Cantera Homes, Inc PO Box 16167 Galveston, TX 77552 409-763-7110		
(TDHCA Use Only) **Performance Specialist Signature**	**Date**	

Change Order Authorization	
Not valid unless all parties have signed and dated this form. Signature indicates agreement herewith, including any adjustments in the Contract Cost and/or the Contract Time	
Homeowner Signature	**Date**
Building Contractor Signature	**Date**
Subrecipient Authorized Representative Signature	**Date**

Item	Original Cost	Description of Change	Change in Cost (+ or -)	Reason for Change
1	0	Windstorm Inspection for Roof (Old & New)	300 00	Required for TWIA Compliance
2	0	Roof - remove & replace roof on house & detached garage	6944 00	Old Roof was not TWIA approved/Compliant
3				
4				
Total Change in Cost (+ or -) for this Request			7,244 00	

A. Original Contract Cost for this Address	**33,933.97**
B. Original Contract Cost Previously Approved Change Orders (+ or -)	**0**
C. This Change Order Cost (+ or -)	**7,244.00**
D. Total New Contract Cost for this Address	**41,177.97**
E. Percentage of Total Changes (b+c /a)	**21%**
F. The Contract Time will be changed by (# of days)	**3**
G. The Date of Completion as of the date of this Change Order is	**6/3/2011**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Community Development Block Grant (CDBG)
Disaster Recovery Program

Change Order Request		
Subrecipient Galveston County	**Contract #** 70090014	**Activity #** 1014000125
Change Order Number: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th		
Homeowner Name [redacted]	**Homeowner Address** [redacted] Street Santa Fe, TX 77510	
Building Contractor Name, Address, Phone American Homestar Corporation 2450 Southshore Blvd , Ste 300 League City, TX 77573 281-334-9730		
(TDHCA Use Only) **Performance Specialist Signature**	**Date**	

Change Order Authorization	
Not valid unless all parties have signed and dated this form Signature indicates agreement herewith, including any adjustments in the Contract Cost and/or the Contract Time	
Homeowner Signature	**Date**
Building Contractor Signature	**Date**
Subrecipient Authorized Representative Signature	**Date**

Item	**Original Cost**	**Description of Change**	**Change in Cost (+ or -)**	**Reason for Change**
1	0	UB3 Aerobic Septic System w/ Spray	7,000 00	Required per Health Dept in order to obtain Bldg Permit
2				
3				
4				
Total Change in Cost (+ or -) for this Request			7,000 00	

A. Original Contract Cost for this Address	**90,819.55**
B. Original Contract Cost Previously Approved Change Orders (+ or -)	**0**
C. This Change Order Cost (+ or -)	**7,000.00**
D. Total New Contract Cost for this Address	**97,819.55**
E. Percentage of Total Changes (b+c /a)	**8%**
F. The Contract Time will be changed by (# of days)	**0**
G. The Date of Completion as of the date of this Change Order is	**6/3/2011**

AGENDA ITEM #19

NO

BACK – UP

PROVIDED

AGENDA ITEM #20

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

May 3, 2011

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

Re. Declaration of Surplus as Salvage

Gentlemen,

On September 6, 2006, the Commissioners Court authorized the Purchasing Agent to utilize an online, web-based, auction method to dispose of surplus vehicles, equipment, and supplies. The company chosen to provide this service is GovDeals. In the years leading up to this prescribed method, a listing of these items was supplied to the Commissioners Court for approval of disposition prior to auction

The attached list represents items that are scheduled for auction upon approval by the Court This list and all subsequent approved lists will be made available to County departments with instructions on how to facilitate their movement if requested

In addition, all items designated for auction will be placed in a "hold" status on the GovDeals website for County departmental viewing and released for public viewing and bidding thirty (30) days after the Commissioners Court grants authorization for their disposal Permanent procedures are still being refined at this time

You consideration in this matter is greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

ROAD & BRIDGE DEPARTMENT

Unit 362

1988 Rosco Spreader

Serial #44235677

Starts run

Drives

Good tires

Hyd Works

Some rust

Brush Hog Batwing Mower Deck

Model #3615

Serial #12-03201

New paint a lot of rust

Solid tires

Gear boxes are good

Hyd Works

Unit 5907

Dump trailer 24 volt system

Bad fenders

15" tires and wheels fair

Hyd works

Unit 702

2006 p j trailer

12 volt system

Bad shape

Rusty

Bad Tires

Went through Ike

Unit 34

New Holland 6610

Serial #3-4171M

Seats ripped

Tires fair

Some rust

Hyd Good

Runs good hours 2676

Unit 372

Ford Tractor 6610

Model # EA 354 C

Serial #0744890

Bad battery

Starts and runs

Clutch not working

Bent steering rods

Rusty

Hyd Cylinders missing

Hyd Motor for blades missing

Tires hold air but are bad

Hours 3463

Unit 36

John Deere Tractor

Model # 5510

Serial # LV5510$350251

Fair Condition

Tires good

Hyd Good

New Clutch

Runs good hours 2702

Unit 351

Ferguson Pneumatic Roller

Serial #238

Detroit Engine

Tires fair

Bad Brakes

Some rust

Hyd fair

Runs and operates

Unit 488

Hitachi Trackhoe

Model # FX 210

Serial # 71415142

Glass Bad

Starts and runs

New Radiator

Various Hdy Leaks

Rusty

Two (2) Buckets – one each Smooth Bucket & Tooth Bucket

Attachment Mower Cutter Deck For Unit 488 Trackhoe

Roanoke

Rusty

Hdy Motor Mount Broken

Two sets of grapplers for a Gradall g3wd series with stands

Below listed equipment that should be on auction

C744890	TRACTOR	1986 FORD 6610	UNIT 372
T8-4383	BOOM MOWING	1999 TIGER TR850 ATTACH	TO UNIT 372
0257	ROCK SPREADER	1988 ROSCO PF-120H	UNIT 362
238 11-	PNUEMATIC ROLLER	1987 FERGUSON	UNIT 351
LV5510S350251	TRACTOR	2000 JOHN DEERE 5510	UNIT 36
354171M	TRACTOR	1996 NEW HOLLAND 6610	UNIT 34
12-03201	FLEX WING ROTARY MOWER	2000 BUSH HOG 3615	
33LM0065	EXCAVATOR-TRACKHOE	1995 FIAT-HITACHI 210LC	UNIT 488
	ROANOKE TRACKHOE MOWER CUTTER		FOR UNIT 488
	DUMP TRAILER	24 VOLT SYSTEM	UNIT 5907
	DUMP TRAILER	JP 12 VOLT SYSTEM	UNIT 702

pickup truck located in parking lot near your office

1FTJW35F3VEB36876	TRUCK P/U	1997 FORD F350	UNIT 203

PARKS DEPARTMENT

Honda 1500psi Pressure Washer
Bidder defaulted

Paint Sprayer
Auctioned twice with no bids
3/13/2011 – 4/2/2011
4/4/2011 – 4/25/2011

AGENDA ITEM #21

COUNTY OF GALVESTON

BRENDA BOCK
DIRECTOR OF HOUSING & ECONOMIC DEVELOPMENT

May 10, 2011

To Judge Henry & Commissioners

Re: Reconstruction Contractor Pool Expansion

The Housing Department initiated the expansion of our Reconstruction Contractor Pool to ensure that the CDBG Disaster Recovery Grant would be completed in an efficient and timely manner. This decision in part, is due to the inaccurate initial estimate for reconstructed homes being revised from 30% to a more realistic 80% We also want to guard against our current builders reaching or exceeding their building capacity and/or bond capacity. In other words, we are just planning for any contingencies that might occur in the future.

If a need arises for more Reconstruction Contractors, we will now be ready & able to add one to three new contractors

Thank you,

Brenda Bock

Brenda Bock
Director of Housing
Galveston County

THE COUNTY OF GALVESTON

RUFUS G CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

May 4, 2011

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

Re: Authorization to Expand Contractor Pool for RFP #B101007, Galveston County Housing Construction

Gentlemen,

After Best and Final Offers (BAFO) were reviewed of the top rated eleven (11) offerors, on March 5, 2010, the Commissioners Court granted general contractor status to the following home builders

- Compass Pointe Homes
- Promenade Home
- Sullivan Land Services, Ltd
- American Homestar Corporation
- American Home Builders

The remaining top rated offerors were evaluated by a team consisting of Purchasing, Housing, Auditing, Shaw E&I, Inc , and ACS based on selected status related items as referenced on the attached selection criteria form It is requested that authorization be granted to add one (1) to three (3) additional contractors into the current pool as the need arises The three (3) contractors are as follows

- DSW Homes
- Tegrity Homes
- Byrdson Services, LLC dba Excello Construction

You consideration in this matter is greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

COUNTY OF GALVESTON

BRENDA BOCK
DIRECTOR OF HOUSING & ECONOMIC DEVELOPMENT

May 10, 2011

To Judge Henry & Commissioners

Re: Reconstruction Contractor Pool Expansion

The Housing Department initiated the expansion of our Reconstruction Contractor Pool to ensure that the CDBG Disaster Recovery Grant would be completed in an efficient and timely manner This decision in part, is due to the inaccurate initial estimate for reconstructed homes being revised from 30% to a more realistic 80%. We also want to guard against our current builders reaching or exceeding their building capacity and/or bond capacity. In other words, we are just planning for any contingencies that might occur in the future.

If a need arises for more Reconstruction Contractors, we will now be ready & able to add one to three new contractors.

Thank you,

Brenda Bock

Brenda Bock
Director of Housing
Galveston County

Galveston County Courthouse • 722 Moody St, 6th Floor • Galveston, TX 77550 • (409) 770-5369 •
www.co galveston tx us

Galveston County Housing Assistance Program
Additional Contractors Selection Criteria Form
Stick Built Homes Construction
RFP #B101007

Shaw

				DCW FINAL	Tegrity FINAL	Excello FINAL	One-30 FINAL	CDC FINAL
10 Points	EXPERIENCE (Firm/Company)	In Stick Build Industry	10 Points					
	0 yrs 5 yrs	0 points						
	5 yrs 10 yrs >10 yrs	5 yrs 10 yrs = 1 > 10 = 3		0	0	1	0	1
		Number of Years						
		Years of experience working in Texas						
	0 yrs 10 yrs	0 points						
	> 10 yrs	2 points		0	0	0	0	0
		Number of Years						
		Number of Units in Wind Zone II						
	1 25 units	0 points						
	26 50 units > 50 units	26 50 = 1, >50 = 2		2	1	2	0	0
		Number of Units						
		Years of experience working in Galveston County						
	>1yr	0 points						
	1 yr 5 yrs > 5 yrs	1 yr 5 yrs = 1 > 5 yrs = 2		1	0	1	0	2
		Number of Years						
	Letters of Recommendation	Add or Deduct 1 point		1	1	1	1	1
		Yes/No						
15 Points	PERSONNEL	Possible	15 Points					
	Experience of Project Manager	1 5 Points Available		5	2	5	5	5
	5 10 yrs=1 11 15yrs =2 16 20 yrs=3 21+ yrs=5							
	Experience Supervisory Personnel	1 5 Points Available		2	1	1	0	0
	5 10 yrs=1 11 15yrs =2 16 20 yrs=3 21+ yrs=5							
	Complete Submittal *(as requested on 04/14/2011 & 04/25/2011)*	3 Points Available (increments of 1)		3	3	3	3	1
	No of sites handled by each superintendent proposed	2 Points Available		2	1	1	2	2
		2 = 1 10 sites, 1 = 11 15 sites, 0 = > 15 sites						
20 Points	CAPACITY TO PERFORM	Possible	20 Points					
	Number of housing units under construction	1-5=1 6-10 =2, 11-15 = 3, 16-20 = 4, >20 = 5						
	and installation at any point in time	5 points		5	5	5	3	5
		Capacity Under Construction						
	Delivery Schedule (0-60 days=10), (>60 days=6)	10 points		10	10	10	6	6
	Disaster Housing Program Experience	2 points		2	2	2	0	0
		Yes/No (Yes = 2 points, No = 0 points)						
	Complete Submitta *(as requested on 04/14/2011 & 04/25/2011)*	3 Points Available (increments of 1)		3	3	2	3	1
			Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10 Points	FINANCIAL STATEMENTS	Possible	10 Points					
	Cash Analyses	10 points		10	5	6	1	0
		$0 100k = 0 Points, $100+ = 1 point, $200+ = 2 point, so on..$1 Million+ = 10 points (Evidence of Firm's Financial Strength)						
	Performance/Payment Bonds	0 points						
		Provided	Yes/No	Yes	Yes	Yes	Yes	Yes
	Bid Bond	0 points						
		Provided	Yes/No	Yes	Yes	Yes	Yes	Yes
0 Points	INSURANCE	Possible	0 Points					
	Insurance	0 points						
		Provided	Yes/No	Yes	Yes	Yes	Yes	Yes
			Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5 Points	INTERVIEW RESPONSE	Possible	5 Points					
	Interview Response	0 5 points available		5	4	2	2	2
		5=Excellent, 4=Good, 3=Moderate, 2=Acceptable, 1=Fair 0=Poor						
			Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
			Total Score	51.00	38.00	42.00	26.00	25.00

Concurred By:

Galveston County Purchasing Department

Galveston County Housing Department

Galveston County Audit

Shaw E&I Inc

ACS

AGENDA ITEM #22

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

May 3, 2011

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

Re Bid #B111038, Lawrence Road Reconstruction

Gentlemen,

On April 28, 2011 bids were opened for Bid #B111038, Lawrence Road Reconstruction, at which time seven (7) bids were received from the following companies

• RW Lucas Construction, LLC	League City, TX	$2,268,034 16
• Hassell Construction Co , Inc	Houston, TX	$3,197,721 68
• Metro City Construction, L P	Houston, TX	$2,686,955 90
• James Construction Group, LLC	Houston, TX	$3,189,131 40
• AAA Asphalt Paving, Inc	Houston, TX	$2,548,279 10
• MAR-CON Services, LLC	Pasadena, TX	$2,621,002 42
• Harris Construction Company	Houston, TX	$2,744,775 95

The lowest responsible bid was received from RW Lucas Construction, LLC The County Engineer and I recommend that you award this bid to RW 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: Friday, April 29, 2011 2 27 PM
To: Crowder, Rufus
Cc Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, 'clarkken@juno com', Clark, Ken, Grady, Patricia, Lewis, Roxann, Lopez, Renelle, Gilliam, Cindy, Mabry, Celia-Frances, McCullough, Darla, Robertson, Elizabeth
Subject. Fw Lawrence Road Recommendation
Attachments· Lawrence Recommendation pdf

Rufus, attached is the bid tabulation for Lawrence Rd It is my recommendation that the project be awarded to the low responsible bidder,R W Lucas Construction LLC , per their bid in the amount of $2,268,034 16 Funds are available in the road bond account

-----Original Message-----
From Linsay Earle <learle@ltraengineers com>
To Fitzgerald, Mike
CC Robertson, Elizabeth, Lina Ramey <lramey@ltraengineers com>
Sent Fri Apr 29 12 48 41 2011
Subject Lawrence Road Recommendation

Mike,

I received your package this morning of all the bids Please see attached recommendation for the Lawrence Road project Please let me know if you have any questions or concerns

Thanks,

Linsay Earle, PE

2400 Augusta Drive, Suite 301
Houston, TX 77057

Main (713) 972-0200 | Fax (713) 972-0204

learle@ltraengineers com <mailto learle@ltraengineers.com>

www ltraengineers com

Lina T. Ramey
& Associates, Inc.

Engineering
Surveying
Subsurface Utility Engineering
Construction Management

April 29, 2011

Mr G Michael Fitzgerald, PE
County Engineer
The County of Galveston
722 Moody Avenue
Galveston, TX 77550

Reference Lawrence Road Reconstruction, Galveston County, Texas
Bid Number B111038
Construction Contract Award Recommendation

Dear Mr Fitzgerald

LTRA, Inc has evaluated the bids received on April 28, 2011 for the referenced project Attached is a copy of bid tabulations including Final Engineer's Estimate

There was a mathematical error by Mar-Con Services, LLC The error was made in the subtotal amount listed for Lawrence Road The contractor wrote the subtotal as $2,589,735 92 and the correct amount should be $2,589,736 16 The total bid for the project was also off by one cent The contractor wrote $2,621,002 42 and the correct amount should be $2,621,002 41 This mathematical error did not affect the low bid result

The low bid of $2,268,034 16 was submitted by R W Lucas Construction, LLC

LTRA, Inc recommends that the County of Galveston award the contract to R W Lucas Construction, LLC based on their low bid submittal of $2,268,034 16

If you have any questions or need additional information, please contact me at (713) 972-0200

Sincerely,

Linsay Earle

Linsay Earle, P E
Project Engineer

Attachment Bid Tabulations for Santa Fe Street Improvements, Bid No B111005

2400 Augusta Drive, Suite 301, Houston, TX 77057 • Phone (713) 972-0200 • Fax (713) 972-0204

LAWRENCE ROAD RECONSTRUCTION
FROM SH 96 TO FM 2094
BID TABULATION
Bid Open 4/29/2011

ITEM NO	SPEC NO	ITEM DESCRIPTION	UNIT	UNIT QTY	[illegible]		[illegible]		[illegible]	
					UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
		LAWRENCE ROAD								
1	100	PREPARING ROW	STA	97.43	$2 000 00	$ 194 860 00	$ 200 00	$ 19 486 00	$ 450 00	$ 43 843 50
2	104	REMOVING CONC (PAV)	SY	583	$5 00	$ 2 915 00	$ 4 00	$ 2 332 00	$ 5 50	$ 3 206 50
3	104	REMOVING CONC (DRIVEWAYS)	SY	945	$6 00	$ 5 670 00	$ 3 00	$ 2 835 00	$ 6 50	$ 6 142 50
4	104	REMOVING CONC (WHEELCHAIR RAMP)	SY	65	$40 00	$ 2 600 00	$ 4 00	$ 260 00	$ 7 00	$ 455 00
5	105	REMOVING STAB BASE & ASPH PAV (8 14)	SY	22929	$5 00	$ 114 645 00	$ 1 74	$ 39 896 46	$ 4 75	$ 108 912 75
6	110	EXCAVATION (ROADWAY)	CY	17349	$4 00	$ 69 396 00	$ 7 50	$ 130 117 50	$ 8 50	$ 147 466 50
7	132	EMBANKMENT (FINAL)(DENS CONT) (TY C)	CY	2961	$6 00	$ 17 766 00	$ 10 00	$ 29 610 00	$ 7 00	$ 20 727 00
8	161	COMPOST MANUF TOPSOIL (BIP) (4)	SY	23745	$1 50	$ 35 617 50	$ 1 00	$ 23 745 00	$ 4 00	$ 94 980 00
9	162	BLOCK SODDING	SY	2168	$2 00	$ 4 336 00	$ 2 60	$ 5 636 80	$ 3 50	$ 7 588 00
10	162	STRAW OR HAY MULCH	SY	23745	$0 40	$ 9 498 00	$ 0 12	$ 2 849 40	$ 0 24	$ 5 698 80
11	164	BROADCAST SEEDING (SPECIAL MIX)	SY	23745	$0 30	$ 7 123 50	$ 0.20	$ 4 749 00	$ 0 15	$ 3 561 75
12	166	FERTILIZER	AC	4 91	$500 00	$ 2 455 00	$ 460 00	$ 2 258 60	$ 495 00	$ 2 430 45
13	260	LIME (HYD COM OR OK) (SLURRY) 3%	TON	265	$150 00	$ 39 750 00	$ 160 00	$ 42 400 00	$ 148 00	$ 39 220 00
14	265	FLY ASH (CLASS CS) 8%	TON	706	$60 00	$ 42 360 00	$ 100 00	$ 70 600 00	$ 60 00	$ 42 360 00
15	265	LFA TREAT SUBGRADE (8)	SY	29405	$2 00	$ 58 810 00	$ 2 00	$ 58 810 00	$ 3 50	$ 102 917 50
16	360	CONC PVMT (CONT REINF-CRCP) (8")	SY	27252	$40 00	$ 1 090 080 00	$ 34 80	$ 948 369 60	$ 35 00	$ 953 820 00
17	400	CEM STABIL BKFL	CY	2491	$75 00	$ 186 825 00	$ 26 00	$ 64 766 00	$ 35 00	$ 87 185 00
18	432	RIPRAP (CONC) (4 IN)	CY	9	$350 00	$ 3 150.00	$ 260 00	$ 2 340 00	$ 50 00	$ 450 00
19	462	CONC BOX CULV (4FT X 2FT)	LF	184	$150.00	$ 27 600 00	$ 107 00	$ 19 688 00	$ 125 00	$ 23 000 00
20	462	CONC BOX CULV (3FT X 2FT)	LF	280	$150 00	$ 42 000 00	$ 101.00	$ 28 280 00	$ 115 00	$ 32 200 00
21	464	RC PIPE (CL III) (18 IN)	LF	2452	$30 00	$ 73 560 00	$ 33 00	$ 80 916.00	$ 28 00	$ 68,656 00
22	464	RC PIPE (CL III) (24 IN)	LF	2292	$35 00	$ 80 220 00	$ 36 00	$ 82 512.00	$ 32 00	$ 73 344 00
23	464	RC PIPE (CL III) (30 IN)	LF	224	$60 00	$ 13 440 00	$ 44 00	$ 9 856 00	$ 40 00	$ 8 960 00
24	464	RC PIPE (CL III) (36 IN)	LF	108	$65 00	$ 7 020 00	$ 55 00	$ 5 940 00	$ 51 00	$ 5,508 00
25	465	INLET (COMPL) (TY A)	EA	9	$2 500 00	$ 22 500 00	$ 1 200 00	$ 10 800 00	$ 1 500 00	$ 13 500 00
26	465	MANH (COMPL) (TY A)	EA	2	$3 000 00	$ 6 000 00	$ 1 950 00	$ 3 900 00	$ 1 800 00	$ 3 600 00
27	467	SET (TY II) (24)(RCP)(6 1)(P)	EA	4	$1 000 00	$ 4 000 00	$ 1 328 00	$ 5 304 00	$ 1,200 00	$ 4 800.00
28	467	SET (TY I)(S=4 FT)(HW=2 FT)(6 1)(P)	EA	4	$4 500 00	$ 18 000 00	$ 3 400.00	$ 13 600 00	$ 3 210 00	$ 12 840 00
29	480	CLEAN EXIST CULVS	EA	4	$1 500 00	$ 6 000 00	$ 700 00	$ 2 800 00	$ 1 110 00	$ 4 440 00
30	496	REMOV STR (PIPE)	LF	4254	$10.00	$ 42 540 00	$ 8 50	$ 36 159 00	$ 10 00	$ 42 540 00
31	496	REMOV STR (TIMBER DECK)	EA	1	$2 500 00	$ 2 500 00	$ 1 000 00	$ 1 000 00	$ 1 500 00	$ 1 500 00
32	500	MOBILIZATION (5% Maximum NOT including Mobilization)	LS	1	$136 413 32	$ 136 413 32	$ 97 000 00	$ 97 000 00	$ 40 000 00	$ 40 000 00
33	502	BARRICADES SIGNS & TRAFFIC HANDLING	MO	8	$5 000 00	$ 40 000 00	$ 4 000 00	$ 32 000 00	$ 1 065 00	$ 8 520 00
34	506	ROCK FILTER DAMS (INSTALL)(TY2)	LF	83	$20 00	$ 1 660 00	$ 26 00	$ 2 158 00	$ 32 00	$ 2 656 00
35	506	ROCK FILTER DAMS (REMOVE)	LF	83	$6 00	$ 498 00	$ 15 00	$ 1 245 00	$ 21 00	$ 1 743 00
36	506	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	240	$10 00	$ 2 400 00	$ 20 00	$ 4 800 00	$ 33 00	$ 7 920 00
37	506	CONSTRUCTION EXITS (REMOVE)	SY	240	$5 00	$ 1,200 00	$ 10 00	$ 2 400 00	$ 22.00	$ 5 280 00
38	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	740	$3 00	$ 2 220 00	$ 1 26	$ 932 40	$ 1 60	$ 1 184 00
39	506	BIODEGRADABLE EROSION CONTROL LOGS (18)	LF	1033	$6 00	$ 6 198.00	$ 3 50	$ 3 615 50	$ 4 50	$ 4 648 50
40	506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	740	$1 50	$ 1 110 00	$ 0 26	$ 192.40	$ 0 65	$ 481 00
41	508	CONSTRUCTING DETOURS	SY	2298	$35 00	$ 80 150 00	$ 26 00	$ 59 540 00	$ 47 00	$ 107 630 00
42	512	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	200	$30 00	$ 6 000 00	$ 20 00	$ 4 000 00	$ 10 00	$ 2 000 00
43	512	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	80	$30 00	$ 2 400 00	$ 40 00	$ 3 200 00	$ 10 00	$ 800 00
44	512	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	1800	$4 00	$ 7 200 00	$ 10 00	$ 18 000 00	$ 5 00	$ 9 000 00
45	512	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	720	$4 00	$ 2 880 00	$ 10 00	$ 7 200 00	$ 5 00	$ 3 600 00

LAWRENCE ROAD RECONSTRUCTION
FROM SH 96 TO FM 2094
BID TABULATION
Bid Open 4/29/2011

					[illegible]		[illegible]		[illegible]	
ITEM NO	SPEC NO	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
46	512	PORT CTB (REMOVE) (LOW PROF) (TY 1)	LF	200	$4 00	$ 800 00	$ 15 00	$ 3 000 00	$ 10 00	$ 2 000 00
47	512	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	80	$4 00	$ 320 00	$ 15 00	$ 1,200 00	$ 10 00	$ 800 00
48	529	CONC CURB (TY II)	LF	880	$30 00	$ 26 400 00	$ 3 00	$ 2 640 00	$ 2 50	$ 2 200 00
49	530	DRIVEWAYS (CONC)	SY	3939	$40 00	$ 157 560 00	$ 36 00	$ 141 804 00	$ 60 00	$ 236 340 00
50	531	CURB RAMPS (TY 7)	EA	8	$1 200 00	$ 9 600 00	$ 600 00	$ 4 800 00	$ 1 200 00	$ 9 600 00
51	531	CONC SIDEWALK (4)	SY	13	$30 00	$ 390 00	$ 35 00	$ 455 00	$ 45 00	$ 585 00
52	531	CURB RAMPS (TY 7) (MOD)	EA	2	$1 200 00	$ 2 400 00	$ 700 00	$ 1 400 00	$ 1,250 00	$ 2 500 00
53	540	MTL W-BEAM GD FENCE (TIM POST)	LF	475	$15 00	$ 7 125 00	$ 22 00	$ 10 450 00	$ 22 00	$ 10 450 00
54	540	TERMINAL ANCHOR SECTION	EA	2	$550 00	$ 1 100 00	$ 1 050 00	$ 2 100 00	$ 776 00	$ 1 552 00
55	542	REMOVING METAL BEAM GUARD FENCE	LF	366	$1 50	$ 549 00	$ 2 60	$ 951 60	$ 5 60	$ 2,049 60
56	542	REMOVING TERMINAL ANCHOR SECTION	EA	4	$100 00	$ 400 00	$ 260 00	$ 1 040 00	$ 165 00	$ 660 00
57	544	GUARDRAIL END TREATMENT (INSTALL)	EA	2	$1 900 00	$ 3 800 00	$ 2 200 00	$ 4 400 00	$ 2 370 00	$ 4 740 00
58	560	MAILBOX INSTALL S (TWG POST) TY 2 FND TB	EA	15	$130 00	$ 1 950 00	$ 150 00	$ 2 250 00	$ 116 00	$ 1 740 00
59	560	MAILBOX INSTALL D (TWG POST) TY 2 FND TB	EA	3	$195 00	$ 585 00	$ 200 00	$ 600 00	$ 140 00	$ 420 00
60	560	MAILBOX INSTALL M (TWG POST) TY 2 FND TB	EA	1	$340 00	$ 340 00	$ 250 00	$ 250 00	$ 282 00	$ 282 00
61	618	CONDT (PVC) (SCHD 80) (1 1/4)	LF	30	$6 00	$ 180.00	$ 16 00	$ 480 00	$ 4 70	$ 141 00
62	618	CONDT (PVC) (SCHD 80) (2)	LF	25	$5 00	$ 125 00	$ 16 00	$ 400 00	$ 4 70	$ 117 50
63	620	ELEC CONDR (NO 14) INSULATED	LF	60	$1 00	$ 60 00	$ 3 00	$ 180 00	$ 5 60	$ 336 00
64	624	GROUND BOX TY D (162922) W/APRON	EA	2	$650 00	$ 1 300 00	$ 955 00	$ 1 910 00	$ 555 00	$ 1 110 00
65	636	ALUMINUM SIGNS (TY A)	SF	238 5	$20 00	$ 4 770 00	$ 30 00	$ 7 155 00	$ 25 50	$ 6 081 75
66	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	19	$335 00	$ 6 365 00	$ 475 00	$ 9 025 00	$ 261 00	$ 4 959.00
67	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (T)	EA	4	$500 00	$ 2 000 00	$ 505 00	$ 2 020 00	$ 261 00	$ 1 044 00
68	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (U)	EA	2	$400 00	$ 800 00	$ 515 00	$ 1 030 00	$ 261 00	$ 522 00
69	644	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9	$260 00	$ 2 340 00	$ 175.00	$ 1 575 00	$ 310 00	$ 2 790 00
70	644	REMOVE SM RD SN SUP & AM	EA	17	$60 00	$ 1 020 00	$ 75 00	$ 1 275 00	$ 60 00	$ 1 020 00
71	658	INSTL DEL ASSM (D SW) SZ 1 (FLX) GF2 (BI)	EA	16	$25 00	$ 400 00	$ 40 00	$ 640 00	$ 35 50	$ 568 00
72	658	INSTL OM ASSM (OM 2Y) (WC) GND	EA	2	$60 00	$ 120 00	$ 50 00	$ 100 00	$ 111 00	$ 222 00
73	666	REFL PAV MRK TY I (W) 4 (SLD) (100MIL)	LF	19210	$0 30	$ 5 763 00	$ 0 30	$ 5 763 00	$ 0 50	$ 9 605 00
74	666	REFL PAV MRK TY I (W) 8 (SLD) (100MIL)	LF	665	$0 80	$ 532 00	$ 0 65	$ 432.25	$ 1 10	$ 731 50
75	666	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	615	$2 60	$ 1 599 00	$ 1 75	$ 1 076 25	$ 3 05	$ 1 875 75
76	666	REFL PAV MRK TY I (W) 24 (SLD) (100MIL)	LF	215	$4 00	$ 860 00	$ 3 75	$ 806.25	$ 5 75	$ 1 236.25
77	666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	$100 00	$ 400 00	$ 80 00	$ 320 00	$ 131 00	$ 524 00
78	666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4	$125 00	$ 500 00	$ 85 00	$ 340 00	$ 131 00	$ 524 00
79	666	REFL PAV MRK TY I (Y) 4 (BRK) (100MIL)	LF	2040	$0 30	$ 612 00	$ 0 30	$ 612 00	$ 0 50	$ 1 020 00
80	666	REFL PAV MRK TY I (Y) 4 (SLD) (100MIL)	LF	3310	$0 40	$ 1 324 00	$ 0 30	$ 993 00	$ 0 50	$ 1 655 00
81	666	REFL PAV MRK TY I (Y) 24 (SLD) (100MIL)	LF	45	$6 00	$ 270 00	$ 3 75	$ 168 75	$ 7 00	$ 315 00
82	666	PAVEMENT SEALER 4	LF	24560	$0 15	$ 3 684 00	$ 0 10	$ 2 456 00	$ 0 10	$ 2 456 00
83	666	PAVEMENT SEALER 8	LF	665	$0 30	$ 199 50	$ 0 20	$ 133 00	$ 0 20	$ 133 00
84	666	PAVEMENT SEALER 12	LF	615	$0 65	$ 399 75	$ 0 50	$ 307 50	$ 0 50	$ 307 50
85	666	PAVEMENT SEALER 24	LF	260	$1 50	$ 390 00	$ 1 00	$ 260 00	$ 0 80	$ 208 00
86	666	PAVEMENT SEALER (ARROW)	EA	4	$27 00	$ 108 00	$ 5 00	$ 20 00	$ 49 00	$ 196 00
87	666	PAVEMENT SEALER (WORD)	EA	4	$33 00	$ 132 00	$ 5 00	$ 20 00	$ 50 00	$ 200 00
88	672	REFL PAV MRKR TY II A-A	EA	244	$3 00	$ 732 00	$ 3 50	$ 854 00	$ 3 50	$ 854 00
89	672	REFL PAV MRKR TY II-C-R	EA	68	$3 00	$ 204 00	$ 3 50	$ 238 00	$ 3 50	$ 238 00
90	678	PAV SURF PREP FOR MRK (4)	LF	24560	$0 15	$ 3 684 00	$ 0 05	$ 1 228 00	$ 0 05	$ 1 228 00
91	678	PAV SURF PREP FOR MRK (8)	LF	665	$0 20	$ 133 00	$ 0 10	$ 66 50	$ 0 10	$ 66 50
92	678	PAV SURF PREP FOR MRK (12)	LF	615	$0 60	$ 369 00	$ 0 20	$ 123 00	$ 0 20	$ 123 00

LAWRENCE ROAD RECONSTRUCTION
FROM SH 96 TO FM 2094
BID TABULATION
Bid Open 4/29/2011

					[illegible] ESTIMATE		[illegible]		[illegible]	
ITEM NO	SPEC NO	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
93	678	PAV SURF PREP FOR MRK (24)	LF	260	$0 70	$ 182 00	$ 0 40	$ 104 00	$ 0 20	$ 52 00
94	678	PAV SURF PREP FOR MRK (ARROW)	EA	4	$20 00	$ 80 00	$ 1 00	$ 4 00	$ 7 50	$ 30 00
95	678	PAV SURF PREP FOR MRK (WORD)	EA	4	$30 00	$ 120 00	$ 1 00	$ 4 00	$ 7 50	$ 30 00
96	682	BACK PLATE (12 IN) (4 SEC)	EA	2	$65 00	$ 130 00	$ 260 00	$ 520 00	$ 210 00	$ 420 00
97	682	VEH SIG SEC (12 IN) LED (HOUSING ONLY)	EA	8	$140 00	$ 1 120 00	$ 180 00	$ 1 440 00	$ 255 00	$ 2 040 00
98	682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	$195 00	$ 390 00	$ 160 00	$ 320 00	$ 245 00	$ 490 00
99	682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2	$195 00	$ 390 00	$ 150 00	$ 300 00	$ 230 00	$ 460 00
100	682	VEH SIG SEC (12 IN) LED (RED)	EA	4	$180 00	$ 720 00	$ 150 00	$ 600 00	$ 230 00	$ 920 00
101	684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	325	$1 70	$ 552 50	$ 2 60	$ 845 00	$ 4 00	$ 1 300 00
102	684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	45	$1 00	$ 45 00	$ 2 00	$ 90 00	$ 4 00	$ 180 00
103	688	VEH LP DETECT (SAWCUT)	LF	200	$8 00	$ 1 600 00	$ 10 00	$ 2 000 00	$ 9.00	$ 1 800 00
104	6834	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	$5 000 00	$ 30 000 00	$ 2,600 00	$ 15 600 00	$ 2 000 00	$ 12 000 00
		SUBTOTAL LAWRENCE ROAD				**$ 2 813 590 07**		**$ 2,229,274.76**		**$ 2 499 364 10**
		ESTHER ROAD								
105	161	COMPOST MANUF TOPSOIL (BIP) (4)	SY	2295	$1 50	$ 3,442 50	$ 1 00	$ 2 295 00	$ 4 00	$ 9 180 00
106	162	STRAW OR HAY MULCH	SY	2295	$0 40	$ 918 00	$ 0 12	$ 275 40	$ 0 30	$ 688 50
107	164	BROADCAST SEEDING (SPECIAL MIX)	SY	2295	$0 30	$ 688 50	$ 0 20	$ 459 00	$ 0 20	$ 459 00
108	166	FERTILIZER	AC	0 5	$500 00	$ 250 00	$ 460 00	$ 230 00	$ 495 00	$ 247 50
109	340	D GR HMA (METH) TY D SAC B PG70 22	TON	40	$150 00	$ 6 000 00	$ 295 00	$ 11 800 00	$ 76 00	$ 3,040 00
110	400	CEM STABIL BKFL	CY	56	$75 00	$ 4 200 00	$ 26 00	$ 1 456 00	$ 35 00	$ 1 960 00
111	464	RC PIPE (CL III) (15 IN)	LF	524	$30 00	$ 15,720 00	$ 31 00	$ 16 244 00	$ 35 00	$ 18 340.00
112	760	DITCH CLEANING AND RESHAPING (FOOT)	LF	1500	$15 00	$ 22 500 00	$ 4 00	$ 6 000 00	$ 10 00	$ 15 000 00
		SUBTOTAL ESTHER ROAD				**$ 53 719 00**		**$ 38,759 40**		**$ 48 915 00**
		GRAND TOTAL BID				**$ [illegible]**		**$ 2,268,034.16**		**$ [illegible]**

TEXT CIRCLED IN RED ABOVE ARE CORRECTIONS MADE DUE TO CALCULATION ERRORS ON THE CONTRACTOR S BID

LAWRENCE ROAD RECONSTRUCTION
FROM SH 96 TO FM 2094
BID TABULATION
Bid Open 4/29/2011

					[illegible]		[illegible]		Metro City Construction L.P.		Harris Construction Company, LTD	
ITEM NO	SPEC NO	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
		LAWRENCE ROAD										
1	100	PREPARING ROW	STA	97 43	$2 000 00	$ 194 860 00	$ 641 60	$ 62 511 09	$ 10 00	$ 974 30	$ 600 00	$ 58,458 00
2	104	REMOVING CONC (PAV)	SY	583	$5 00	$ 2 915 00	$ 1 80	$ 1 049 40	$ 2.80	$ 1 632 40	$ 8 25	$ 4 809 75
3	104	REMOVING CONC (DRIVEWAYS)	SY	945	$6 00	$ 5 670 00	$ 1 80	$ 1 701 00	$ 2 00	$ 1 890 00	$ 8 25	$ 7 796 25
4	104	REMOVING CONC (WHEELCHAIR RAMP)	SY	65	$40 00	$ 2 600 00	$ 4 40	$ 286 00	$ 3 35	$ 217 75	$ 9.40	$ 611 00
5	105	REMOVING STAB BASE & ASPH PAV (8 14)	SY	22929	$5 00	$ 114 645 00	$ 1 70	$ 38 979 30	$ 1 50	$ 34 393 50	$ 3 50	$ 80 251 50
6	110	EXCAVATION (ROADWAY)	CY	17349	$4 00	$ 69 396 00	$ 7 00	$ 121 443 00	$ 8 40	$ 145 731 60	$ 7 00	$ 121 443 00
7	132	EMBANKMENT (FINAL)(DENS CONT) (TY C)	CY	2961	$6 00	$ 17 766 00	$ 3 50	$ 10 363 50	$ 11 00	$ 32 571 00	$ 6 00	$ 17 766 00
8	161	COMPOST MANUF TOPSOIL (BIP) (4)	SY	23745	$1 50	$ 35 617 50	$ 3 30	$ 78 358 50	$ 3 30	$ 78 358 50	$ 3 60	$ 85 482 00
9	162	BLOCK SODDING	SY	2168	$2 00	$ 4 336 00	$ 3 00	$ 6 504 00	$ 3 35	$ 7,262 80	$ 3 80	$ 8 238 40
10	162	STRAW OR HAY MULCH	SY	23745	$0 40	$ 9 498 00	$ 0 20	$ 4 749 00	$ 0 15	$ 3 561 75	$ 0 25	$ 5 936 25
11	164	BROADCAST SEEDING (SPECIAL MIX)	SY	23745	$0 30	$ 7 123 50	$ 0 20	$ 4 749 00	$ 0 20	$ 4 749 00	$ 0 25	$ 5 936 25
12	166	FERTILIZER	AC	4 91	$500 00	$ 2 455 00	$ 277 50	$ 1 362 53	$ 445 00	$ 2 184 95	$ 275 00	$ 1 350.25
13	260	LIME (HYD COM OR QK) (SLURRY) 3%	TON	265	$150 00	$ 39 750 00	$ 145 00	$ 38 425 00	$ 140 00	$ 37 100 00	$ 155 00	$ 41 075 00
14	265	FLY ASH (CLASS CS) 6%	TON	706	$60 00	$ 42 360 00	$ 61 60	$ 43 489 60	$ 63 00	$ 44 478 00	$ 65 00	$ 45 890 00
15	265	LFA TREAT SUBGRADE (8)	SY	29405	$2 00	$ 58 810 00	$ 2 00	$ 58 810 00	$ 2 00	$ 58 810 00	$ 2 75	$ 80 863 75
16	360	CONC PVMT (CONT REINF-CRCP) (8)	SY	27252	$40 00	$ 1 090 080 00	$ 45 90	$ 1 250 866 80	$ 43 70	$ 1 190 912 40	$ 39 25	$ 1 069 641 00
17	400	CEM STABIL BKFL	CY	2491	$75 00	$ 186 825 00	$ 22 20	$ 55 300 20	$ 27 00	$ 67 257 00	$ 29 50	$ 73 484 50
18	432	RIPRAP (CONC) (4 IN)	CY	9	$350 00	$ 3 150 00	$ 591 10	$ 5 319 90	$ 450 00	$ 4 050 00	$ 420 00	$ 3 780 00
19	462	CONC BOX CULV (4FT X 2FT)	LF	184	$150 00	$ 27 600 00	$ 105 10	$ 19 338 40	$ 179 00	$ 32 936 00	$ 120 55	$ 22 181 20
20	462	CONC BOX CULV (3FT X 2FT)	LF	280	$150 00	$ 42 000 00	$ 90 90	$ 25 452 00	$ 159 00	$ 44 520 00	$ 109 00	$ 30 520 00
21	464	RC PIPE (CL III) (18 IN)	LF	2452	$30 00	$ 73 560 00	$ 24 80	$ 60 809 60	$ 42 00	$ 102 984 00	$ 40 60	$ 99 551 20
22	464	RC PIPE (CL III) (24 IN)	LF	2292	$35 00	$ 80 220 00	$ 28 00	$ 64 176 00	$ 51 00	$ 116 892 00	$ 44 00	$ 100 848 00
23	464	RC PIPE (CL III) (30 IN)	LF	224	$60 00	$ 13 440 00	$ 35 40	$ 7 929 60	$ 64 00	$ 14 336 00	$ 51 10	$ 11 446 40
24	464	RC PIPE (CL III) (36 IN)	LF	108	$65 00	$ 7 020 00	$ 52 40	$ 5 659 20	$ 88 00	$ 9 504 00	$ 63 00	$ 6 804 00
25	465	INLET (COMPL) (TY A)	EA	9	$2 500 00	$ 22 500 00	$ 884 40	$ 7 959 60	$ 1 170 00	$ 10 530 00	$ 2 010 00	$ 18 090 00
26	465	MANH (COMPL) (TY A)	EA	2	$3 000 00	$ 6 000 00	$ 1 381 60	$ 2 763 20	$ 2 103 00	$ 4 206 00	$ 2 500 00	$ 5 000 00
27	467	SET (TY II) (24)(RCP)(6 1)(P)	EA	4	$1 000 00	$ 4 000 00	$ 1 723 10	$ 6 892 40	$ 1 480 00	$ 5 920 00	$ 1 850 00	$ 7 400 00
28	467	SET (TY II)(S=4 FT)(HW=2 FT)(6 1)(P)	EA	4	$4 500 00	$ 18 000 00	$ 2 383 40	$ 9 533 60	$ 6 350 00	$ 25 400 00	$ 5 950 00	$ 23 800 00
29	480	CLEAN EXIST CULVS	EA	4	$1 500 00	$ 6 000 00	$ 471 80	$ 1 887 20	$ 500 00	$ 2 000 00	$ 2 350 00	$ 9 400 00
30	496	REMOV STR (PIPE)	LF	4254	$10 00	$ 42 540 00	$ 4 30	$ 18 292 20	$ 5 00	$ 21 270 00	$ 11 75	$ 49 984 50
31	496	REMOV STR (TIMBER DECK)	EA	1	$2 500 00	$ 2 500 00	$ 555 00	$ 555 00	$ 100 00	$ 100 00	$ 5 000 00	$ 5 000 00
32	500	MOBILIZATION (5% Maximum NOT including Mobilization)	LS	1	$136 413 32	$ 136 413 32	$ 9 990 00	$ 9 990 00	$ 62,850 00	$ 62 850 00	$ 142 000 00	$ 142 000 00
33	502	BARRICADES SIGNS & TRAFFIC HANDLING	MO	8	$5 000 00	$ 40 000 00	$ 20 324 10	$ 162 592 80	$ 2 700 00	$ 21 600 00	$ 1 100 00	$ 8 800 00
34	506	ROCK FILTER DAMS (INSTALL)(TY2)	LF	83	$20 00	$ 1 660 00	$ 26 60	$ 2 207 80	$ 28 00	$ 2 324 00	$ 28 00	$ 2 324 00
35	506	ROCK FILTER DAMS (REMOVE)	LF	83	$6 00	$ 498 00	$ 4 10	$ 340 30	$ 8 50	$ 705 50	$ 15 00	$ 1 245 00
36	506	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	240	$10 00	$ 2 400 00	$ 11 10	$ 2 664 00	$ 12 50	$ 3 000 00	$ 16 00	$ 3,840 00
37	506	CONSTRUCTION EXITS (REMOVE)	SY	240	$5 00	$ 1 200 00	$ 1 10	$ 264 00	$ 4 00	$ 960 00	$ 11 00	$ 2 640 00
38	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	740	$3 00	$ 2 220 00	$ 1 70	$ 1 258 00	$ 1 60	$ 1 184 00	$ 1 75	$ 1 295 00
39	506	BIODEGRADABLE EROSION CONTROL LOGS (18)	LF	1033	$6 00	$ 6 198 00	$ 3 40	$ 3 512 20	$ 5 00	$ 5 165 00	$ 3 50	$ 3 615 50
40	506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	740	$1 50	$ 1 110 00	$ 0 60	$ 444 00	$ 1 60	$ 1 184 00	$ 1 75	$ 1 295 00
41	508	CONSTRUCTING DETOURS	SY	2290	$35 00	$ 80 150 00	$ 52 60	$ 120 454 00	$ 40 00	$ 91 600 00	$ 47 00	$ 107 630 00
42	512	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	200	$30 00	$ 6 000 00	$ 39 10	$ 7,820 00	$ 50 00	$ 10 000 00	$ 62 00	$ 12 400 00
43	512	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	80	$30 00	$ 2 400 00	$ 41 50	$ 3 320 00	$ 50 00	$ 4 000 00	$ 65 00	$ 5 200 00
44	512	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	1800	$4 00	$ 7 200 00	$ 4 30	$ 7 740 00	$ 5 00	$ 9 000 00	$ 8 75	$ 15 750 00
45	512	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	720	$4 00	$ 2 880 00	$ 4 30	$ 3 096 00	$ 5 00	$ 3 600 00	$ 8 75	$ 6 300 00

LAWRENCE ROAD RECONSTRUCTION
FROM SH 96 TO FM 2094
BID TABULATION
Bid Open 4/29/2011

					[illegible]		[illegible]		Metro City Construction, L.P.		Harris Construction Company LTD	
ITEM NO	SPEC NO	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
46	512	PORT CTB (REMOVE) (LOW PROF) (TY 1)	LF	200	$4 00	$ 800 00	$ 6 10	$ 1,220 00	$ 8 00	$ 1 600 00	$ 12 00	$ 2 400 00
47	512	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	80	$4 00	$ 320 00	$ 6 10	$ 488 00	$ 8 00	$ 640 00	$ 12 00	$ 960 00
48	529	CONC CURB (TY II)	LF	880	$30 00	$ 26 400 00	$ 1 90	$ 1 672 00	$ 2 50	$ 2 200 00	$ 3 00	$ 2 640 00
49	530	DRIVEWAYS (CONC)	SY	3939	$40 00	$ 157 560 00	$ 40 30	$ 158 741 70	$ 36 00	$ 141 804 00	$ 38 50	$ 151 651 50
50	531	CURB RAMPS (TY 7)	EA	6	$1 200 00	$ 9 600 00	$ 639 70	$ 5 117 60	$ 1 000 00	$ 8 000 00	$ 1 550 00	$ 12 400 00
51	531	CONC SIDEWALK (4)	SY	13	$30 00	$ 390 00	$ 59 70	$ 776 10	$ 40 00	$ 520 00	$ 38 50	$ 500 50
52	531	CURB RAMPS (TY 7) (MOD)	EA	2	$1 200 00	$ 2 400 00	$ 650 80	$ 1 301 60	$ 1 115 00	$ 2 230 00	$ 2 250 00	$ 4 500.00
53	540	MTL W-BEAM GD FENCE (TIM POST)	LF	475	$15 00	$ 7 125 00	$ 22 20	$ 10 545 00	$ 22 50	$ 10 687 50	$ 41 00	$ 19 475 00
54	540	TERMINAL ANCHOR SECTION	EA	2	$550 00	$ 1 100 00	$ 777 00	$ 1 554 00	$ 780 00	$ 1 560 00	$ 1 175 00	$ 2 350 00
55	542	REMOVING METAL BEAM GUARD FENCE	LF	366	$1 50	$ 549 00	$ 3 20	$ 1 171 20	$ 5 00	$ 1 830 00	$ 8 00	$ 2 928 00
56	542	REMOVING TERMINAL ANCHOR SECTION	EA	4	$100 00	$ 400 00	$ 180 20	$ 720 80	$ 100 00	$ 400 00	$ 350 00	$ 1 400 00
57	544	GUARDRAIL END TREATMENT (INSTALL)	EA	2	$1 900 00	$ 3 800 00	$ 2 369 90	$ 4 739 80	$ 2 400 00	$ 4 800 00	$ 825 00	$ 1 650 00
58	560	MAILBOX INSTALL S (TWG POST) TY 2 FND TB	EA	15	$130 00	$ 1 950 00	$ 222 00	$ 3 330 00	$ 128 00	$ 1 920 00	$ 350 00	$ 5,250 00
59	560	MAILBOX INSTALL D (TWG POST) TY 2 FND TB	EA	3	$195 00	$ 585.00	$ 333 00	$ 999 00	$ 168 00	$ 504.00	$ 425 00	$ 1 275 00
60	560	MAILBOX INSTALL M (TWG POST) TY 2 FND TB	EA	1	$340 00	$ 340 00	$ 333 00	$ 333 00	$ 350 00	$ 350 00	$ 650 00	$ 650 00
61	618	CONDT (PVC) (SCHD 80) (1 1/4)	LF	30	$6 00	$ 180 00	$ 17.20	$ 516 00	$ 20 00	$ 600 00	$ 33 00	$ 990 00
62	618	CONDT (PVC) (SCHD 80) (2")	LF	25	$5 00	$ 125 00	$ 17 80	$ 445 00	$ 27 00	$ 675 00	$ 20 00	$ 500 00
63	620	ELEC CONDR (NO 14) INSULATED	LF	60	$1 00	$ 60 00	$ 3 30	$ 198 00	$ 0 45	$ 27 00	$ 2 00	$ 120 00
64	624	GROUND BOX TY D (162922) W/APRON	EA	2	$650 00	$ 1 300 00	$ 1,060 10	$ 2 120 20	$ 1 061 00	$ 2 122 00	$ 1 400 00	$ 2 800 00
65	636	ALUMINUM SIGNS (TY A)	SF	238 5	$20 00	$ 4 770 00	$ 25 50	$ 6 081 75	$ 22 50	$ 5 366 25	$ 27 00	$ 6 439 50
66	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	19	$335 00	$ 6 365 00	$ 444 00	$ 8 436 00	$ 446 00	$ 8 474 00	$ 275 00	$ 5 225 00
67	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (T)	EA	4	$500 00	$ 2 000 00	$ 721 50	$ 2 886 00	$ 726 00	$ 2 904 00	$ 275 00	$ 1 100 00
68	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (U)	EA	2	$400 00	$ 800 00	$ 832 50	$ 1 665 00	$ 837 80	$ 1 675 60	$ 275 00	$ 550 00
69	644	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9	$260 00	$ 2 340 00	$ 444 00	$ 3 996 00	$ 446 00	$ 4 014 00	$ 325 00	$ 2 925 00
70	644	REMOVE SM RD SN SUP & AM	EA	17	$60 00	$ 1 020 00	$ 55 50	$ 943 50	$ 55 00	$ 935 00	$ 63 00	$ 1 071 00
71	658	INSTL DEL ASSM (D SW) SZ 1 (FLX) GF2 (BI)	EA	16	$25 00	$ 400 00	$ 35 50	$ 568 00	$ 35 00	$ 560 00	$ 50 00	$ 800 00
72	658	INSTL OM ASSM (OM 2Y) (WC) GND	EA	2	$60 00	$ 120 00	$ 45 50	$ 91 00	$ 45 00	$ 90 00	$ 125 00	$ 250 00
73	666	REFL PAV MRK TY I (W) 4 (SLD) (100MIL)	LF	19210	$0 30	$ 5,763 00	$ 0 30	$ 5 763 00	$ 0 35	$ 6 723 50	$ 0 50	$ 9 605 00
74	666	REFL PAV MRK TY I (W) 8 (SLD) (100MIL)	LF	665	$0 80	$ 532 00	$ 0 70	$ 465 50	$ 0 70	$ 465 50	$ 1 25	$ 831 25
75	666	REFL PAV MRK TY I (W) 12 (SLD) (100MIL)	LF	615	$2 60	$ 1 599 00	$ 2 20	$ 1 353 00	$ 2 25	$ 1 383 75	$ 3 25	$ 1 998 75
76	666	REFL PAV MRK TY I (W) 24 (SLD) (100MIL)	LF	215	$4 00	$ 860 00	$ 4 40	$ 946 00	$ 4 50	$ 967 50	$ 6 00	$ 1 290 00
77	666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	$100 00	$ 400 00	$ 111 00	$ 444 00	$ 111 00	$ 444 00	$ 150 00	$ 600 00
78	666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4	$125 00	$ 500 00	$ 111 00	$ 444 00	$ 111 00	$ 444 00	$ 150 00	$ 600 00
79	666	REFL PAV MRK TY I (Y) 4 (BRK) (100MIL)	LF	2040	$0 30	$ 612 00	$ 0 30	$ 612 00	$ 0 35	$ 714 00	$ 0 50	$ 1 020 00
80	666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	3310	$0 40	$ 1 324 00	$ 0 30	$ 993 00	$ 0 35	$ 1 158 50	$ 0 50	$ 1 655 00
81	666	REFL PAV MRK TY I (Y) 24 (SLD) (100MIL)	LF	45	$6 00	$ 270 00	$ 4 40	$ 198 00	$ 4 50	$ 202 50	$ 7 50	$ 337 50
82	666	PAVEMENT SEALER 4	LF	24560	$0 15	$ 3 684 00	$ 0 10	$ 2 456 00	$ 0 10	$ 2 456 00	$ 0 10	$ 2 456 00
83	666	PAVEMENT SEALER 8	LF	665	$0 30	$ 199 50	$ 0 10	$ 66 50	$ 0 15	$ 99 75	$ 0 20	$ 133 00
84	666	PAVEMENT SEALER 12	LF	615	$0 65	$ 399 75	$ 0 20	$ 123 00	$ 0 20	$ 123 00	$ 0 50	$ 307 50
85	666	PAVEMENT SEALER 24	LF	260	$1 50	$ 390 00	$ 0 30	$ 78 00	$ 0 30	$ 78 00	$ 0 75	$ 195 00
86	666	PAVEMENT SEALER (ARROW)	EA	4	$27 00	$ 108 00	$ 1 10	$ 4 40	$ 1 10	$ 4 40	$ 51 75	$ 207 00
87	666	PAVEMENT SEALER (WORD)	EA	4	$33 00	$ 132 00	$ 1 10	$ 4 40	$ 1 10	$ 4 40	$ 53 00	$ 212 00
88	672	REFL PAV MRKR TY II-A-A	EA	244	$3 00	$ 732 00	$ 3 30	$ 805 20	$ 3 35	$ 817 40	$ 3 50	$ 854 00
89	672	REFL PAV MRKR TY II C-R	EA	68	$3 00	$ 204 00	$ 3 30	$ 224 40	$ 3 35	$ 227 80	$ 3 50	$ 238 00
90	678	PAV SURF PREP FOR MRK (4)	LF	24560	$0 15	$ 3 684 00	$ 0 10	$ 2 456 00	$ 0 05	$ 1 228 00	$ 0 05	$ 1 228 00
91	678	PAV SURF PREP FOR MRK (8)	LF	665	$0 20	$ 133 00	$ 0 10	$ 66 50	$ 0 05	$ 33 25	$ 0 05	$ 33 25
92	678	PAV SURF PREP FOR MRK (12)	LF	615	$0 60	$ 369 00	$ 0 10	$ 61 50	$ 0 05	$ 30 75	$ 0 05	$ 30 75

LAWRENCE ROAD RECONSTRUCTION
FROM SH 96 TO FM 2094
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Bid Open 4/29/2011

					[illegible]		[illegible]		Metro City Construction, L.P		Harris Construction Company LTD	
ITEM NO	SPEC NO	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
93	678	PAV SURF PREP FOR MRK (24)	LF	260	$0 70	$ 182 00	$ 0 10	$ 26 00	$ 0 10	$ 26 00	$ 0 15	$ 39 00
94	678	PAV SURF PREP FOR MRK (ARROW)	EA	4	$20 00	80.00	$ 1 10	$ 4 40	$ 1 10	$ 4 40	$ 8 00	$ 32 00
95	678	PAV SURF PREP FOR MRK (WORD)	EA	4	$30 00	$ 120 00	$ 1 10	$ 4 40	$ 1 10	$ 4.40	$ 8 00	$ 32 00
96	682	BACK PLATE (12 IN) (4 SEC)	EA	2	$65 00	$ 130 00	$ 288 60	$ 577 20	$ 390 00	$ 780 00	$ 175 00	$ 350 00
97	682	VEH SIG SEC (12 IN) LED (HOUSING ONLY)	EA	8	$140 00	$ 1 120 00	$ 199 80	$ 1 598 40	$ 178 00	$ 1 424 00	$ 175 00	$ 1 400 00
98	682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	$195 00	$ 390 00	$ 177 60	$ 355 20	$ 156 00	$ 312 00	$ 175 00	$ 350 00
99	682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2	$195 00	$ 390 00	$ 166 50	$ 333 00	$ 134 00	$ 268 00	$ 175 00	$ 350 00
100	682	VEH SIG SEC (12 IN) LED (RED)	EA	4	$180.00	$ 720 00	$ 166 50	$ 666 00	$ 134 00	$ 536 00	$ 175 00	$ 700 00
101	684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	325	$1 70	$ 552 50	$ 2 80	$ 910 00	$ 3 90	$ 1 267 50	$ 3 25	$ 1 056.25
102	684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	45	$1 00	$ 45 00	$ 2 20	$ 99 00	$ 3 35	$ 150 75	$ 2 00	$ 90 00
103	688	VEH LP DETECT (SAWCUT)	LF	200	$8 00	$ 1 600 00	$ 10 30	$ 2 060 00	$ 14 50	$ 2 900 00	$ 15 00	$ 3 000 00
104	6834	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	$5 000 00	$ 30 000 00	$ 610 50	$ 3 663 00	$ 13 500 00	$ 81 000 00	$ 3 200 00	$ 19 200 00
		SUBTOTAL LAWRENCE ROAD				**$ 2 813 590 07**		**$ 2 589 736 16**		**$ 2 636 672.85**		**$ 2 700,404 45**
		ESTHER ROAD										
105	161	COMPOST MANUF TOPSOIL (BIP) (4)	SY	2295	$1 50	$ 3 442 50	$ 3 30	$ 7 573 50	$ 3 40	$ 7,803 00	$ 3 60	$ 8 262 00
106	162	STRAW OR HAY MULCH	SY	2295	$0.40	$ 918 00	$ 0.20	$ 459 00	$ 0 15	$ 344 25	$ 0 25	$ 573 75
107	164	BROADCAST SEEDING (SPECIAL MIX)	SY	2295	$0 30	$ 688 50	$ 0 20	$ 459 00	$ 0 20	$ 459 00	$ 0 25	$ 573 75
108	166	FERTILIZER	AC	0 5	$500 00	$ 250 00	$ 277 50	$ 138 75	$ 280 00	$ 140 00	$ 250 00	$ 125 00
109	340	D GR HMA (METH) TY D SAC B PG70 22	TON	40	$150 00	$ 6 000 00	$ 93 10	$ 3 724 00	$ 135 00	$ 5 400 00	$ 90 00	$ 3 600 00
110	400	CEM STABIL BKFL	CY	56	$75 00	$ 4,200 00	$ 22 20	$ 1 243 20	$ 24 80	$ 1 388 80	$ 29 50	$ 1 652 00
111	464	RC PIPE (CL III) (15 IN)	LF	524	$30 00	$ 15 720 00	$ 23 70	$ 12 418 80	$ 52 00	$ 27 248 00	$ 40 00	$ 20 960 00
112	760	DITCH CLEANING AND RESHAPING (FOOT)	LF	1500	$15 00	$ 22 500 00	$ 3 50	$ 5 250 00	$ 5 00	$ 7 500 00	$ 5 75	$ 8 625 00
		SUBTOTAL ESTHER ROAD				**$ 53 719 00**		**$ 31 266.25**		**$ 50 283 05**		**$ 44 371 50**
		GRAND TOTAL BID				[illegible]		[illegible]		[illegible]		**$ 2,744,775.95**

TEXT CIRCLED IN RED ABOVE ARE CORRECTIONS MADE DUE TO CALCULATION ERRORS ON THE CO

LAWRENCE ROAD RECONSTRUCTION
FROM SH 96 TO FM 2094
BID TABULATION
Bid Open 4/29/2011

					[illegible]		James Construction Group LLC		[illegible]	
ITEM NO	SPEC NO	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
		LAWRENCE ROAD								
1	100	PREPARING ROW	STA	97 43	$2 000.00	$ 194 860 00	$ 1 600 00	$ 155 888 00	$ 2 365 00	$ 230 421 95
2	104	REMOVING CONC (PAV)	SY	583	$5 00	$ 2 915 00	$ 2 00	$ 1 166 00	$ 6 80	$ 3 964 40
3	104	REMOVING CONC (DRIVEWAYS)	SY	945	$6 00	$ 5 670 00	$ 2 00	$ 1 890 00	$ 1 75	$ 1 653 75
4	104	REMOVING CONC (WHEELCHAIR RAMP)	SY	65	$40 00	$ 2 600 00	$ 2 00	$ 130 00	$ 1 75	$ 113 75
5	105	REMOVING STAB BASE & ASPH PAV (8 14)	SY	22929	$5 00	$ 114 645 00	$ 2.20	$ 50 443 80	$ 1 65	$ 37 832 85
6	110	EXCAVATION (ROADWAY)	CY	17349	$4 00	$ 69 396 00	$ 10 50	$ 182 164 50	$ 14 70	$ 255 030 30
7	132	EMBANKMENT (FINAL)(DENS CONT) (TY C)	CY	2961	$6 00	$ 17 766 00	$ 5 00	$ 14 805 00	$ 4 90	$ 14 508 90
8	161	COMPOST MANUF TOPSOIL (BIP) (4)	SY	23745	$1 50	$ 35 617 50	$ 3.20	$ 75 984 00	$ 3 25	$ 77 171 25
9	162	BLOCK SODDING	SY	2168	$2 00	$ 4 336 00	$ 3 00	$ 6 504 00	$ 2 85	$ 6 178 80
10	162	STRAW OR HAY MULCH	SY	23745	$0 40	$ 9 498 00	$ 0 12	$ 2 849 40	$ 0 12	$ 2,849 40
11	164	BROADCAST SEEDING (SPECIAL MIX)	SY	23745	$0 30	$ 7 123 50	$ 0 20	$ 4 749.00	$ 0 19	$ 4 511 55
12	166	FERTILIZER	AC	4 91	$500 00	$ 2 455 00	$ 260 00	$ 1 276 60	$ 420 00	$ 2 062 20
13	260	LIME (HYD COM OR QK) (SLURRY) 3%	TON	265	$150 00	$ 39 750 00	$ 155 00	$ 41 075 00	$ 181 50	$ 48 097 50
14	265	FLY ASH (CLASS CS) 8%	TON	706	$60 00	$ 42 360 00	$ 70 00	$ 49 420 00	$ 82 50	$ 58 245 00
15	265	LFA TREAT SUBGRADE (8)	SY	29405	$2 00	$ 58 810 00	$ 4 20	$ 123 501 00	$ 2 05	$ 60 280 25
16	360	CONC PVMT (CONT REINF-CRCP) (8)	SY	27252	$40 00	$ 1 090 080 00	$ 44 20	$ 1 204 538 40	$ 39 20	$ 1 068 278 40
17	400	CEM STABIL BKFL	CY	2491	$75 00	$ 186,825 00	$ 27 00	$ 67,257 00	$ 29 00	$ 72 239 00
18	432	RIPRAP (CONC) (4 IN)	CY	9	$350 00	$ 3 150 00	$ 500 00	$ 4 500 00	$ 735 00	$ 6 615 00
19	462	CONC BOX CULV (4FT X 2FT)	LF	184	$150 00	$ 27 600 00	$ 125 00	$ 23 000 00	$ 197 00	$ 36,248 00
20	462	CONC BOX CULV (3FT X 2FT)	LF	280	$150 00	$ 42 000.00	$ 108 00	$ 30 240 00	$ 174 00	$ 48 720 00
21	464	RC PIPE (CL III) (18 IN)	LF	2452	$30 00	$ 73 560 00	$ 40 00	$ 98 080 00	$ 47 45	$ 116 347 40
22	464	RC PIPE (CL III) (24 IN)	LF	2292	$35 00	$ 80 220 00	$ 45 00	$ 103 140 00	$ 55 60	$ 127 435 20
23	464	RC PIPE (CL III) (30 IN)	LF	224	$60 00	$ 13 440 00	$ 50 00	$ 11 200 00	$ 70 40	$ 15 769 60
24	464	RC PIPE (CL III) (36 IN)	LF	108	$65 00	$ 7 020 00	$ 62 00	$ 6 696 00	$ 94 00	$ 10 152 00
25	465	INLET (COMPL) (TY A)	EA	9	$2 500 00	$ 22 500 00	$ 1 700 00	$ 15 300 00	$ 1 925 00	$ 17 325 00
26	465	MANH (COMPL) (TY A)	EA	2	$3 000 00	$ 6,000 00	$ 1 800 00	$ 3 600 00	$ 2 000 00	$ 4 000 00
27	467	SET (TY II) (24")(RCP)(6 1)(P)	EA	4	$1 000 00	$ 4 000 00	$ 1 800 00	$ 7 200 00	$ 1,220 00	$ 4 880 00
28	467	SET (TY I)(S=4 FT)(HW=2 FT)(6 1)(P)	EA	4	$4 500 00	$ 18 000 00	$ 3 000 00	$ 12 000 00	$ 5 100 00	$ 20 400 00
29	480	CLEAN EXIST CULVS	EA	4	$1 500 00	$ 6 000 00	$ 1 750 00	$ 7 000 00	$ 8 215 00	$ 32 860 00
30	496	REMOV STR (PIPE)	LF	4254	$10 00	$ 42 540 00	$ 16 00	$ 68 064 00	$ 15 85	$ 67,425 90
31	496	REMOV STR (TIMBER DECK)	EA	1	$2 500 00	$ 2 500 00	$ 800 00	$ 800 00	$ 1 575 00	$ 1 575 00
32	500	MOBILIZATION (5% Maximum NOT including Mobilization)	LS	1	$136 413 32	$ 136 413 32	$ 150 000 00	$ 150 000 00	$ 140 000 00	$ 140 000.00
33	502	BARRICADES SIGNS & TRAFFIC HANDLING	MO	8	$5 000 00	$ 40 000.00	$ 3 100 00	$ 24 800 00	$ 1 000 00	$ 8 000 00
34	506	ROCK FILTER DAMS (INSTALL)(TY2)	LF	83	$20 00	$ 1 660 00	$ 21 00	$ 1 743 00	$ 26.25	$ 2 178 75
35	506	ROCK FILTER DAMS (REMOVE)	LF	83	$6 00	$ 498 00	$ 5 00	$ 415 00	$ 13 65	$ 1 132 95
36	506	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	240	$10 00	$ 2 400 00	$ 15 00	$ 3 600 00	$ 11 55	$ 2 772 00
37	506	CONSTRUCTION EXITS (REMOVE)	SY	240	$5 00	$ 1 200 00	$ 5 00	$ 1 200 00	$ 6 30	$ 1 512 00
38	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	740	$3 00	$ 2 220 00	$ 1 50	$ 1 110 00	$ 1 60	$ 1 184 00
39	506	BIODEGRADABLE EROSION CONTROL LOGS (18)	LF	1033	$6 00	$ 6 198 00	$ 21 00	$ 21 693 00	$ 3 25	$ 3 357 25
40	506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	740	$1 50	$ 1 110 00	$ 0 50	$ 370 00	$ 0 80	$ 592 00
41	508	CONSTRUCTING DETOURS	SY	2290	$35 00	$ 80 150 00	$ 65 00	$ 148 850 00	$ 70 00	$ 160 300 00
42	512	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	200	$30 00	$ 6 000 00	$ 55 00	$ 11 000 00	$ 15 75	$ 3 150 00
43	512	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	80	$30 00	$ 2 400 00	$ 50 00	$ 4 000 00	$ 21 00	$ 1 680 00
44	512	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	1800	$4 00	$ 7,200 00	$ 20 00	$ 36 000 00	$ 5 25	$ 9 450 00
45	512	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	720	$4 00	$ 2 880 00	$ 20 00	$ 14 400 00	$ 5 25	$ 3 780 00

LAWRENCE ROAD RECONSTRUCTION
FROM SH 96 TO FM 2094
BID TABULATION
Bid Open 4/29/2011

					[illegible] ESTIMATE		James Construction Group LLC		[illegible]	
ITEM NO	SPEC NO	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
46	512	PORT CTB (REMOVE) (LOW PROF) (TY 1)	LF	200	$4 00	$ 800 00	$ 20 00	$ 4 000 00	$ 15 75	$ 3 150 00
47	512	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	80	$4 00	$ 320 00	$ 20 00	$ 1 600 00	$ 21 00	$ 1 680 00
48	529	CONC CURB (TY II)	LF	880	$30 00	$ 26 400 00	$ 2 10	$ 1 848 00	$ 2 20	$ 1 936 00
49	530	DRIVEWAYS (CONC)	SY	3939	$40 00	$ 157 560 00	$ 42 00	$ 165 438 00	$ 41 20	$ 162 286 80
50	531	CURB RAMPS (TY 7)	EA	8	$1 200 00	$ 9 600 00	$ 1 050 00	$ 8 400 00	$ 2 485 00	$ 19 880 00
51	531	CONC SIDEWALK (4)	SY	13	$30 00	$ 390 00	$ 90 00	$ 1 170 00	$ 66 25	$ 861 25
52	531	CURB RAMPS (TY 7) (MOD)	EA	2	$1 200 00	$ 2 400 00	$ 1 300 00	$ 2 600 00	$ 3 045 00	$ 6 090 00
53	540	MTL W-BEAM GD FENCE (TIM POST)	LF	475	$15 00	$ 7 125 00	$ 28 00	$ 13 300 00	$ 43 00	$ 20 425 00
54	540	TERMINAL ANCHOR SECTION	EA	2	$550 00	$ 1 100 00	$ 950 00	$ 1 900 00	$ 945 00	$ 1 890 00
55	542	REMOVING METAL BEAM GUARD FENCE	LF	366	$1 50	$ 549 00	$ 5 00	$ 1 830 00	$ 3 00	$ 1 098 00
56	542	REMOVING TERMINAL ANCHOR SECTION	EA	4	$100 00	$ 400 00	$ 200 00	$ 800 00	$ 475 00	$ 1 900 00
57	544	GUARDRAIL END TREATMENT (INSTALL)	EA	2	$1 900 00	$ 3 800 00	$ 400 00	$ 800 00	$ 2 200 00	$ 4 400 00
58	560	MAILBOX INSTALL S (TWG POST) TY 2 FND TB	EA	15	$130 00	$ 1 950 00	$ 300 00	$ 4 500 00	$ 525 00	$ 7 875 00
59	560	MAILBOX INSTALL D (TWG POST) TY 2 FND TB	EA	3	$195 00	$ 585 00	$ 350 00	$ 1 050 00	$ 445 00	$ 1 335 00
60	560	MAILBOX INSTALL M (TWG POST) TY 2 FND - TB	EA	1	$340 00	$ 340 00	$ 400 00	$ 400 00	$ 395 00	$ 395 00
61	618	CONDT (PVC) (SCHD 80) (1 1/4)	LF	30	$6 00	$ 180 00	$ 16 00	$ 480 00	$ 4 45	$ 133 50
62	618	CONDT (PVC) (SCHD 80) (2")	LF	25	$5 00	$ 125 00	$ 16 00	$ 400 00	$ 4 45	$ 111 25
63	620	ELEC CONDR (NO 14) INSULATED	LF	60	$1 00	$ 60 00	$ 3 10	$ 186 00	$ 5 25	$ 315 00
64	624	GROUND BOX TY D (162922) W/APRON	EA	2	$650 00	$ 1 300 00	$ 1 000 00	$ 2 000 00	$ 525 00	$ 1 050 00
65	636	ALUMINUM SIGNS (TY A)	SF	238 5	$20 00	$ 4 770 00	$ 25 00	$ 5 962 50	$ 24 15	$ 5 759 78
66	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	19	$335.00	$ 6 365 00	$ 250 00	$ 4 750 00	$ 250 00	$ 4 750 00
67	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (T)	EA	4	$500 00	$ 2 000 00	$ 250 00	$ 1 000 00	$ 250 00	$ 1 000 00
68	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (U)	EA	2	$400 00	$ 800 00	$ 250 00	$ 500 00	$ 250 00	$ 500 00
69	644	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9	$260 00	$ 2 340 00	$ 300 00	$ 2 700 00	$ 295 00	$ 2 655 00
70	644	REMOVE SM RD SN SUP & AM	EA	17	$60 00	$ 1 020 00	$ 60 00	$ 1 020 00	$ 56 70	$ 963 90
71	658	INSTL DEL ASSM (D SW) SZ 1 (FLX) GF2 (BI)	EA	16	$25 00	$ 400 00	$ 55 00	$ 880 00	$ 47 25	$ 756 00
72	658	INSTL OM ASSM (OM 2Y) (WC) GND	EA	2	$60 00	$ 120 00	$ 100 00	$ 200 00	$ 105 00	$ 210 00
73	666	REFL PAV MRK TY I (W) 4 (SLD) (100MIL)	LF	19210	$0 30	$ 5 763 00	$ 0 42	$ 8 068 20	$ 0 43	$ 8,260 30
74	666	REFL PAV MRK TY I (W) 8 (SLD) (100MIL)	LF	665	$0 80	$ 532 00	$ 1 00	$ 665 00	$ 1 05	$ 698 25
75	666	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	615	$2 60	$ 1 599 00	$ 3 00	$ 1 845 00	$ 2 95	$ 1 814 25
76	666	REFL PAV MRK TY I (W) 24 (SLD) (100MIL)	LF	215	$4 00	$ 860 00	$ 5 30	$ 1 139 50	$ 5 45	$ 1 171 75
77	666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	$100 00	$ 400 00	$ 130 00	$ 520 00	$ 126 00	$ 504 00
78	666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4	$125 00	$ 500 00	$ 130 00	$ 520 00	$ 126 00	$ 504 00
79	666	REFL PAV MRK TY I (Y) 4 (BRK) (100MIL)	LF	2040	$0 30	$ 612 00	$ 0 45	$ 918 00	$ 0 45	$ 918 00
80	666	REFL PAV MRK TY I (Y) 4 (SLD) (100MIL)	LF	3310	$0 40	$ 1 324 00	$ 0 45	$ 1 489 50	$ 0 45	$ 1 489 50
81	666	REFL PAV MRK TY I (Y) 24 (SLD) (100MIL)	LF	45	$6 00	$ 270 00	$ 6 60	$ 297 00	$ 6 85	$ 308 25
82	666	PAVEMENT SEALER 4	LF	24560	$0 15	$ 3 684 00	$ 0 08	$ 1 964 80	$ 0 08	$ 1 964 80
83	666	PAVEMENT SEALER 8	LF	665	$0 30	$ 199 50	$ 0 18	$ 119 70	$ 0 20	$ 133 00
84	666	PAVEMENT SEALER 12"	LF	615	$0 65	$ 399 75	$ 0 45	$ 276 75	$ 0 42	$ 258 30
85	666	PAVEMENT SEALER 24	LF	260	$1 50	$ 390 00	$ 0 70	$ 182 00	$ 0 70	$ 182 00
86	666	PAVEMENT SEALER (ARROW)	EA	4	$27 00	$ 108 00	$ 45 00	$ 180 00	$ 46 00	$ 184 00
87	666	PAVEMENT SEALER (WORD)	EA	4	$33 00	$ 132 00	$ 45 00	$ 180 00	$ 47 25	$ 189 00
88	672	REFL PAV MRKR TY II A A	EA	244	$3 00	$ 732 00	$ 3.20	$ 780 80	$ 3 25	$ 793 00
89	672	REFL PAV MRKR TY II-C-R	EA	68	$3 00	$ 204 00	$ 3 20	$ 217 60	$ 3 25	$ 221 00
90	678	PAV SURF PREP FOR MRK (4)	LF	24560	$0 15	$ 3 684 00	$ 0 01	$ 245 60	$ 0 01	$ 245 60
91	678	PAV SURF PREP FOR MRK (8")	LF	665	$0.20	$ 133 00	$ 0 05	$ 33 25	$ 0 05	$ 33 25
92	678	PAV SURF PREP FOR MRK (12)	LF	615	$0 60	$ 369 00	$ 0 06	$ 36 90	$ 0 06	$ 36 90

LAWRENCE ROAD RECONSTRUCTION
FROM SH 96 TO FM 2094
BID TABULATION
Bid Open 4/29/2011

					[illegible]		James Construction Group LLC		[illegible]	
ITEM NO	SPEC NO	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
93	678	PAV SURF PREP FOR MRK (24)	LF	260	$0 70	$ 182 00	$ 0 12	$ 31 20	$ 0 12	$ 31.20
94	678	PAV SURF PREP FOR MRK (ARROW)	EA	4	$20 00	$ 80 00	$ 7 00	$ 28 00	$ 7 00	$ 28 00
95	678	PAV SURF PREP FOR MRK (WORD)	EA	4	$30 00	$ 120 00	$ 7 00	$ 28 00	$ 7 00	$ 28 00
96	682	BACK PLATE (12 IN) (4 SEC)	EA	2	$65 00	$ 130 00	$ 270 00	$ 540 00	$ 110 00	$ 220 00
97	682	VEH SIG SEC (12 IN) LED (HOUSING ONLY)	EA	8	$140 00	$ 1 120 00	$ 200 00	$ 1 600 00	$ 160 00	$ 1 280 00
98	682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	$195 00	$ 390 00	$ 170 00	$ 340 00	$ 128 00	$ 256 00
99	682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2	$195 00	$ 390.00	$ 160 00	$ 320 00	$ 122 00	$ 244 00
100	682	VEH SIG SEC (12 IN) LED (RED)	EA	4	$180 00	$ 720 00	$ 160 00	$ 640 00	$ 122 00	$ 488 00
101	684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	325	$1 70	$ 552 50	$ 2 60	$ 845 00	$ 3 85	$ 1 251 25
102	684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	45	$1 00	$ 45 00	$ 2 00	$ 90 00	$ 3 85	$ 173 25
103	688	VEH LP DETECT (SAWCUT)	LF	200	$8 00	$ 1 600 00	$ 10 00	$ 2 000 00	$ 8 65	$ 1 730 00
104	6834	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	$5 000 00	$ 30 000 00	$ 16 000 00	$ 96 000 00	$ 13 000 00	$ 78 000 00
		SUBTOTAL LAWRENCE ROAD				**$ 2,813 590 07**		**$ 3 145 499 00**		**$ 3,149 326.63**
		ESTHER ROAD								
105	161	COMPOST MANUF TOPSOIL (BIP) (4)	SY	2295	$1 50	$ 3 442 50	$ 3 20	$ 7 344 00	$ 3 40	$ 7 803 00
106	162	STRAW OR HAY MULCH	SY	2295	$0 40	$ 918 00	$ 0 12	$ 275 40	$ 0 12	$ 275 40
107	164	BROADCAST SEEDING (SPECIAL MIX)	SY	2295	$0 30	$ 688 50	$ 0 20	$ 459 00	$ 0 19	$ 436 05
108	166	FERTILIZER	AC	0 5	$500 00	$ 250 00	$ 260 00	$ 130 00	$ 440 00	$ 220.00
109	340	D GR HMA (METH) TY D SAC B PG70 22	TON	40	$150 00	$ 6 000 00	$ 200 00	$ 8 000 00	$ 125 00	$ 5 000 00
110	400	CEM STABIL BKFL	CY	56	$75 00	$ 4 200 00	$ 27 00	$ 1,512 00	$ 33 00	$ 1 848.00
111	464	RC PIPE (CL III) (15 IN)	LF	524	$30 00	$ 15 720 00	$ 38 00	$ 19 912 00	$ 41 15	$ 21 562 60
112	760	DITCH CLEANING AND RESHAPING (FOOT)	LF	1500	$15 00	$ 22 500 00	$ 4 00	$ 6 000 00	$ 7 50	$ 11,250 00
		SUBTOTAL ESTHER ROAD				**$ 53 719 00**		**$ 43 632 40**		**$ 48 395 05**
		GRAND TOTAL BID				$ [illegible]		**$ 3,189,131.40**		$ [illegible]

TEXT CIRCLED IN RED ABOVE ARE CORRECTIONS MADE DUE TO CALCULATION ERRORS ON THE CO

COPY

BID NUMBER B111038

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
LAWRENCE ROAD RECONSTRUCTION FROM SH 96 TO FM 2094

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

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

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

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

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

BIDDER	RW Lucas Construction, LLC
SIGNATURE	
PRINT NAME	Ryan Lucas
TITLE	President
ADDRESS	551 C League City Parkway
CITY, STATE	League City, Texas
ZIP	77573
TELEPHONE	281-316-9990
FAX NO	281-316-6087
DATE	April 28, 2011
TAX I.D. No.	27-3076189

ADDENDUM NO. 1

0v0

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

ITEM NO.	SPEC. NO	DESCRIPTION	UNIT	QUANT.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
		LAWRENCE ROAD					
1	100	PREPARING ROW	STA	97.43	Two hundred DOLLARS AND no CENTS	$200 00	$19,486 00
2	104	REMOVING CONC (PAV)	SY	583	Four DOLLARS AND no CENTS	$4 00	$2,332 00
3	104	REMOVING CONC (DRIVEWAYS)	SY	945	Three DOLLARS AND no CENTS	$3 00	$2,835 00
4	104	REMOVING CONC (WHEELCHAIR RAMP)	SY	65	Four DOLLARS AND no CENTS	$4 00	$260 00
5	105	REMOVING STAB BASE & ASPH PAV (8"-14")	SY	22929	One DOLLARS AND seventy four CENTS	$1 74	$39,896 46
6	110	EXCAVATION (ROADWAY)	CY	17349	Seven DOLLARS AND fifty CENTS	$7 50	$130,117 50
7	132	EMBANKMENT (FINAL)(DENS CONT) (TY C)	CY	2961	Ten DOLLARS AND no CENTS	$10 00	$29,610 00
8	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	23745	One DOLLARS AND no CENTS	$1 00	$23,745 00
9	162	BLOCK SODDING	SY	2168	Two DOLLARS AND sixty CENTS	$2 60	$5,636 80

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

10	152	STRAW OR HAY MULCH	SY	23745	Zero DOLLARS AND twelve CENTS	$0 12	$2,849 40
11	154	BROADCAST SEEDING (SPECIAL MIX)	SY	23745	Zero DOLLARS AND twenty CENTS	$0 20	$4,749 00
12	186	FERTILIZER	AC	4.91	Four hundred sixty DOLLARS AND no CENTS	$460 00	$2,258 60
13	260	LIME (HYD, COM OR QK) (SLURRY) 3%	TON	265	One hundred sixty DOLLARS AND no CENTS	$160 00	$42,400 00
14	265	FLY ASH (CLASS CS) 8%	TON	706	One hundred DOLLARS AND no CENTS	$100 00	$70,600 00
15	265	LFA TREAT SUBGRADE (6")	SY	29405	Two DOLLARS AND no CENTS	$2 00	$58,810 00
16	360	CONC PVMT (CONT REINF-CROP) (8")	SY	27252	Thirty four DOLLARS AND eighty CENTS	$34 80	$948,369 60
17	400	CEM STABIL BKFL	CY	2491	Twenty six DOLLARS AND no CENTS	$26 00	$64,,766 00
18	432	RIPRAP (CONC) (4 IN)	CY	9	Two hundred sixty DOLLARS AND no CENTS	$260 00	$2,340 00
19	462	CONC BOX CULV (4FT X 2FT)	LF	184	One hundred seven DOLLARS AND no CENTS	$107 00	$19,688 00
20	462	CONC BOX CULV (3FT X 2FT)	LF	280	One hundred one DOLLARS AND no CENTS	$101 00	$28,280 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

21	464	RC PIPE (CL III) (18 IN)	LF	2452	Thirty three DOLLARS AND no CENTS	$33 00	$80,916 00
22	464	RC PIPE (CL III) (24 IN)	LF	2292	Thirty six DOLLARS AND no CENTS	$36 00	$82,512 00
23	464	RC PIPE (CL III) (30 IN)	LF	224	Forty four DOLLARS AND no CENTS	$44 00	$9,856 00
24	464	RC PIPE (CL III) (36 IN)	LF	108	Fifty five DOLLARS AND no CENTS	$55 00	$5,940 00
25	465	INLET (COMPL) (TY A)	EA	9	One thousand two hundred DOLLARS AND no CENTS	$1,200 00	$10,800 00
26	465	MANH (COMPL) (TY A)	EA	2	One thousand nine hundred fifty DOLLARS AND no CENTS	$1,950 00	$3,900 00
27	467	SET (TY II) (24")(RCP)(6:1)(P)	EA	4	One thousand three hundred twenty six DOLLARS AND no CENTS	$1,326 00	$5,304 00
28	467	SET (TY I)(S=4 FT)(HW=2 FT)(6:1)(P)	EA	4	Three thousand four hundred DOLLARS AND no CENTS	$3,400 00	$13,600 00
29	489	CLEAN EXIST CULVS	EA	4	Seven hundred DOLLARS AND no CENTS	$700 00	$2,800 00
30	496	REMOV STR (PIPE)	LF	4254	Eight DOLLARS AND fifty CENTS	$8 50	$36,159 00
31	496	REMOV STR (TIMBER DECK)	EA	1	One thousand DOLLARS AND no CENTS	$1,000 00	$1,000 00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

32	500	MOBILIZATION (5% Maximum NOT including Mobilization)	LS	1	Ninety seven thousand DOLLARS AND no CENTS	$97,000 00	$97,000 00
33	502	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	8	Four thousand DOLLARS AND no CENTS	$4,000 00	$32,000 00
34	506	ROCK FILTER DAMS (INSTALL)(TY2)	LF	83	Twenty six DOLLARS AND no CENTS	$26 00	$2,158 00
35	506	ROCK FILTER DAMS (REMOVE)	LF	83	Fifteen DOLLARS AND no CENTS	$15 00	$1,245 00
36	506	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	240	Twenty DOLLARS AND no CENTS	$20 00	$4,800 00
37	506	CONSTRUCTION EXITS (REMOVE)	SY	240	Ten DOLLARS AND no CENTS	$10 00	$2,400 00
38	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	740	One DOLLARS AND twenty six CENTS	$1 26	$932 40
39	506	BIODEGRADABLE EROSION CONTROL LOGS (18")	LF	1033	Three DOLLARS AND fifty CENTS	$3 50	$3,615 50
40	506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	740	Zero DOLLARS AND twenty six CENTS	$0 26	$192 40
41	508	CONSTRUCTING DETOURS	SY	2290	Twenty six DOLLARS AND no CENTS	$26 00	$59,540 00
42	512	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	200	Twenty DOLLARS AND no CENTS	$20 00	$4,000 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

43	512	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	80	Forty DOLLARS AND no CENTS	$40 00	$3,200 00
44	512	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	1800	Ten DOLLARS AND no CENTS	$10 00	$18,000 00
45	512	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	720	Ten DOLLARS AND no CENTS	$10 00	$7,200 00
46	512	PORT CTB (REMOVE) (LOW PROF) (TY 1)	LF	200	Fifteen DOLLARS AND no CENTS	$15 00	$3,000 00
47	512	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	80	Fifteen DOLLARS AND no CENTS	$15 00	$1,200 00
48	529	CONC CURB (TY II)	LF	880	Three DOLLARS AND no CENTS	$3 00	$2,640 00
49	530	DRIVEWAYS (CONC)	SY	3939	Thirty six DOLLARS AND no CENTS	$36 00	$141,804 00
50	531	CURB RAMPS (TY 7)	EA	8	Six hundred DOLLARS AND no CENTS	$600 00	$4,800 00
51	531	CONC SIDEWALK (4")	SY	13	Thirty five DOLLARS AND no CENTS	$35 00	$455 00
52	531	CURB RAMPS (TY 7) (MOD)	EA	2	Seven hundred DOLLARS AND no CENTS	$700 00	$1,400 00
53	540	MTL W-BEAM GD FENCE (TIM POST)	LF	475	Twenty two DOLLARS AND no CENTS	$22 00	$10,450 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

54	540	TERMINAL ANCHOR SECTION	EA	2	One thousand fifty DOLLARS AND no CENTS	$1,050 00	$2,100 00
55	542	REMOVING METAL BEAM GUARD FENCE	LF	366	Two DOLLARS AND sixty CENTS	$2 60	$951 60
56	542	REMOVING TERMINAL ANCHOR SECTION	EA	4	Two hundred sixty DOLLARS AND no CENTS	$260 00	$1,040 00
57	544	GUARDRAIL END TREATMENT (INSTALL)	EA	2	Two thousand two hundred DOLLARS AND no CENTS	$2,200 00	$4,400 00
58	560	MAILBOX INSTALL-S (TWG-POST) TY 2 FND-TB	EA	15	One hundred fifty DOLLARS AND no CENTS	$150 00	$2,250 00
59	560	MAILBOX INSTALL-D (TWG-POST) TY 2 FND-TB	EA	3	Two hundred DOLLARS AND no CENTS	$200 00	$600 00
60	560	MAILBOX INSTALL-M (TWG-POST) TY 2 FND-TB	EA	1	Two hundred fifty DOLLARS AND no CENTS	$250 00	$250 00
61	618	CONDT (PVC) (SCHD 80) (1 1/4")	LF	30	Sixteen DOLLARS AND no CENTS	$16 00	$480 00
62	618	CONDT (PVC) (SCHD 80) (2")	LF	25	Sixteen DOLLARS AND no CENTS	$16 00	$400 00
63	620	ELEC CONDR (NO. 14) INSULATED	LF	60	Three DOLLARS AND no CENTS	$3 00	$180 00
64	624	GROUND BOX TY D (162922) W/APRON	EA	2	Nine hundred fifty five DOLLARS AND no CENTS	$955 00	$1,910 00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

65	636	ALUMINUM SIGNS (TY A)	SF	238.5	Thirty DOLLARS AND no CENTS	$30 00	$7,155 00
66	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	19	Four hundred seventy five DOLLARS AND no CENTS	$475 00	$9,025 00
67	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (T)	EA	4	Five hundred five DOLLARS AND no CENTS	$505 00	$2,020 00
68	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (U)	EA	2	Five hundred fifteen DOLLARS AND no CENTS	$515 00	$1,030 00
69	644	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9	One hundred seventy five DOLLARS AND no CENTS	$175 00	$1,575 00
70	644	REMOVE SM RD SN SUP & AM	EA	17	Seventy five DOLLARS AND no CENTS	$75 00	$1,275 00
71	658	INSTL DEL ASSM (D-SW) SZ1 (FLX) GF2 (BI)	EA	16	Forty DOLLARS AND no CENTS	$40 00	$640 00
72	658	INSTL OM ASSM (OM-2Y) (WC) GND	EA	2	Fifty DOLLARS AND no CENTS	$50 00	$100 00
73	666	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	19210	Zero DOLLARS AND thirty CENTS	$0 30	$5,763 00
74	666	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	665	Zero DOLLARS AND sixty five CENTS	$0 65	$432 25
75	666	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	615	One DOLLARS AND seventy five CENTS	$1 75	$1,076 25

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

76	666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	215	Three DOLLARS AND seventy five CENTS	$3 75	$806 25
77	666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	Eighty DOLLARS AND no CENTS	$80 00	$320 00
78	666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4	Eighty five DOLLARS AND no CENTS	$85 00	$340 00
79	666	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	2040	Zero DOLLARS AND thirty CENTS	$0 30	$612 00
80	666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	3310	Zero DOLLARS AND thirty CENTS	$0 30	$993 00
81	666	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	LF	45	Three DOLLARS AND seventy five CENTS	$3 75	$168 75
82	666	PAVEMENT SEALER 4"	LF	24560	Zero DOLLARS AND ten CENTS	$0 10	$2,456 00
83	666	PAVEMENT SEALER 8"	LF	665	Zero DOLLARS AND twenty CENTS	$0 20	$133 00
84	666	PAVEMENT SEALER 12"	LF	615	Zero DOLLARS AND fifty CENTS	$0 50	$307 50
85	666	PAVEMENT SEALER 24"	LF	260	One DOLLARS AND no CENTS	$1 00	$260 00
86	666	PAVEMENT SEALER (ARROW)	EA	4	Five DOLLARS AND no CENTS	$5 00	$20 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

87	666	PAVEMENT SEALER (WORD)	EA	4	Five DOLLARS AND no CENTS	$5 00	$20 00
88	672	REFL PAV MRKR TY II-A-A	EA	244	Three DOLLARS AND fifty CENTS	$3 50	$854 00
89	672	REFL PAV MRKR TY II-C-R	EA	68	Three DOLLARS AND fifty CENTS	$3 50	$238 00
90	678	PAV SURF PREP FOR MRK (4")	LF	24560	Zero DOLLARS AND five CENTS	$0 05	$1,228 00
91	678	PAV SURF PREP FOR MRK (8")	LF	665	Zero DOLLARS AND ten CENTS	$0 10	$66 50
92	678	PAV SURF PREP FOR MRK (12")	LF	615	Zero DOLLARS AND twenty CENTS	$0 20	$123 00
93	678	PAV SURF PREP FOR MRK (24")	LF	260	Zero DOLLARS AND forty CENTS	$0 40	$104 00
94	678	PAV SURF PREP FOR MRK (ARROW)	EA	4	One DOLLARS AND no CENTS	$1 00	$4 00
95	678	PAV SURF PREP FOR MRK (WORD)	EA	4	One DOLLARS AND no CENTS	$1 00	$4 00
96	682	BACKPLATE (12 IN) (4 SEC)	EA	2	Two hundred sixty DOLLARS AND no CENTS	$260 00	$520 00
97	682	VEH SIG SEC (12 IN) LED (HOUSING ONLY)	EA	8	One hundred eighty DOLLARS AND no CENTS	$180 00	$1,440 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

98	682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	One hundred sixty DOLLARS AND no CENTS	$160 00	$320 00
99	682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2	One hundred fifty DOLLARS AND no CENTS	$150 00	$300 00
100	682	VEH SIG SEC (12 IN) LED (RED)	EA	4	One hundred fifty DOLLARS AND no CENTS	$150 00	$600 00
101	684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	325	Two DOLLARS AND sixty CENTS	$2 60	$845 00
102	684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	45	Two DOLLARS AND no CENTS	$2 00	$90 00
103	688	VEH LP DETECT (SAWCUT)	LF	200	Ten DOLLARS AND no CENTS	$10 00	$2,000 00
104	6834	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	Two thousand six hundred DOLLARS AND no CENTS	$2,600 00	$15,600 00
		SUBTOTAL LAWRENCE ROAD					$2,229,274 76

		ESTHER ROAD					
105	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	2295	One DOLLARS AND no CENTS	$1 00	$2,295 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

106	162	STRAW OR HAY MULCH	SY	2295	Zero DOLLARS AND twelve CENTS	$0 12	$275 40
107	164	BROADCAST SEEDING (SPECIAL MIX)	SY	2295	Zero DOLLARS AND twenty CENTS	$0 20	$459 00
108	166	FERTILIZER	AC	0 5	Four hundred sixty DOLLARS AND no CENTS	$460 00	$230 00
109	340	D-GR HMA (METH) TY-D SAC-B PG70-22	TON	40	Two hundred ninety five DOLLARS AND no CENTS	$295 00	$11,800 00
110	400	CEM STABIL BKFL	CY	56	Twenty six DOLLARS AND no CENTS	$26 00	$1,456 00
111	464	RC PIPE (CL III) (15 IN)	LF	524	Thirty one DOLLARS AND no CENTS	$31 00	$16,244 00
112	760	DITCH CLEANING AND RESHAPING (FOOT)	LF	1500	Four DOLLARS AND no CENTS	$4 00	$6,000 00
		SUBTOTAL ESTHER ROAD					$38,759 40
TOTAL BID						$2,268,034 16	

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.

State of Texas Tax Statement of Materials and other charges

The cost of in-place materials to be incorporated into the project	$ 1,337,084.16
The cost of labor, profit, materials not in-place and all other charges	$ 930,950 00
TOTAL: (Must agree with bid)	$ 2,268,034 16

BID NUMBER **B111038**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for
LAWRENCE ROAD RECONSTRUCTION FROM SH 96 TO FM 2094

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

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

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

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

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

BIDDER	HASSELL CONSTRUCTION CO INC.
SIGNATURE	Michael L. Hassell
PRINT NAME	MICHAEL L. HASSELL
TITLE	VICE PRESIDENT
ADDRESS	12211 DUNCAN RD
CITY, STATE	HOUSTON, TX
ZIP	77066
TELEPHONE	281-893-2570
FAX NO	281-580-9170
DATE	4/28/11
TAX I D No	74-1876093

ADDENDUM NO. 1

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUANT	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
		LAWRENCE ROAD					
1	100	PREPARING ROW	STA	97 43	TWO THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS	2365.00	230421.25
2	104	REMOVING CONC (PAV)	SY	583	SIX DOLLARS AND EIGHTY CENTS	6.80	3964.40
3	104	REMOVING CONC (DRIVEWAYS)	SY	945	ONE DOLLARS AND SEVENTY-FIVE CENTS	1.75	1653.75
4	104	REMOVING CONC (WHEELCHAIR RAMP)	SY	65	ONE DOLLARS AND SEVENTY-FIVE CENTS	1.75	113.75
5	105	REMOVING STAB BASE & ASPH PAV (8"-14")	SY	22929	ONE DOLLARS AND SIXTY-FIVE CENTS	1.65	37832.85
6	110	EXCAVATION (ROADWAY)	CY	17349	FOURTEEN DOLLARS AND SEVENTY CENTS	14.70	255030.30
7	132	EMBANKMENT (FINAL)(DENS CONT) (TY C)	CY	2961	FOUR DOLLARS AND NINETY CENTS	4.90	14508.90
8	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	23745	THREE DOLLARS AND TWENTY-FIVE CENTS	3.25	77171.25
9	162	BLOCK SODDING	SY	2168	TWO DOLLARS AND EIGHTY-FIVE CENTS	2.85	6178.80

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

10	162	STRAW OR HAY MULCH	SY	23745	No DOLLARS AND Twelve CENTS	.12	2849.40
11	164	BROADCAST SEEDING (SPECIAL MIX)	SY	23745	No DOLLARS AND Nineteen CENTS	.19	4511.55
12	166	FERTILIZER	AC	4 91	Four Hundred Twenty DOLLARS AND No CENTS	420.00	2062.20
13	260	LIME (HYD, COM OR QK) (SLURRY) 3%	TON	265	One Hundred Eighty-One DOLLARS AND Fifty CENTS	181.50	48097.50
14	265	FLY ASH (CLASS CS) 8%	TON	706	Eighty-Two DOLLARS AND Fifty CENTS	82.50	58245.00
15	265	LFA TREAT SUBGRADE (8")	SY	29405	Two DOLLARS AND Five CENTS	2.05	60280.25
16	360	CONC PVMT (CONT REINF-CRCP) (8")	SY	27252	Thirty-Nine DOLLARS AND Twenty CENTS	39.20	1068278.40
17	400	CEM STABIL BKFL	CY	2491	Twenty-Nine DOLLARS AND No CENTS	29.00	72239.00
18	432	RIPRAP (CONC) (4 IN)	CY	9	Seven Hundred Thirty-Five DOLLARS AND No CENTS	735.00	6615.00
19	462	CONC BOX CULV (4FT X 2FT)	LF	184	One Hundred Ninety-Seven DOLLARS AND No CENTS	197.00	36248.00
20	462	CONC BOX CULV (3FT X 2FT)	LF	280	One Hundred Seventy-Four DOLLARS AND No CENTS	174.00	48720.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

21	464	RC PIPE (CL III) (18 IN)	LF	2452	FORTY-SEVEN DOLLARS AND FORTY-FIVE CENTS	47.45	116347.40
22	464	RC PIPE (CL III) (24 IN)	LF	2292	FIFTY-FIVE DOLLARS AND SIXTY CENTS	55.00	127435.20
23	464	RC PIPE (CL III) (30 IN)	LF	224	SEVENTY DOLLARS AND FORTY CENTS	70.40	15769.60
24	464	RC PIPE (CL III) (36 IN)	LF	108	NINETY-FOUR DOLLARS AND NO CENTS	94.00	10152.00
25	465	INLET (COMPL) (TY A)	EA	9	ONE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS	1925.00	17325.00
26	465	MANH (COMPL) (TY A)	EA	2	TWO THOUSAND DOLLARS AND NO CENTS	2000.00	4000.00
27	467	SET (TY II) (24")(RCP)(6 1)(P)	EA	4	ONE THOUSAND TWO HUNDRED TWENTY DOLLARS AND NO CENTS	1220.00	4880.00
28	467	SET (TY I)(S=4 FT)(HW=2 FT)(6 1)(P)	EA	4	FIVE THOUSAND ONE HUNDRED DOLLARS AND NO CENTS	5100.00	20400.00
29	480	CLEAN EXIST CULVS	EA	4	EIGHT THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND NO CENTS	8215.00	32860.00
30	496	REMOV STR (PIPE)	LF	4254	FIFTEEN DOLLARS AND EIGHTY-FIVE CENTS	15.85	67425.90
31	496	REMOV STR (TIMBER DECK)	EA	1	ONE THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS	1575.00	1575.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

32	500	MOBILIZATION (5% Maximum NOT including Mobilization)	LS	1	ONE HUNDRED FORTY THOUSAND DOLLARS AND NO CENTS	140000.00	140000.00
33	502	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	8	ONE THOUSAND DOLLARS AND NO CENTS	1000.00	8000.00
34	506	ROCK FILTER DAMS (INSTALL)(TY2)	LF	83	TWENTY-SIX DOLLARS AND TWENTY-FIVE CENTS	26.25	2178.75
35	506	ROCK FILTER DAMS (REMOVE)	LF	83	THIRTEEN DOLLARS AND SIXTY-FIVE CENTS	13.65	1132.95
36	506	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	240	ELEVEN DOLLARS AND FIFTY-FIVE CENTS	11.55	2772.00
37	506	CONSTRUCTION EXITS (REMOVE)	SY	240	SIX DOLLARS AND THIRTY CENTS	6.30	1512.00
38	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	740	ONE DOLLARS AND SIXTY CENTS	1.60	1184.00
39	506	BIODEGRADABLE EROSION CONTROL LOGS (18")	LF	1033	THREE DOLLARS AND TWENTY-FIVE CENTS	3.25	3357.25
40	506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	740	NO DOLLARS AND EIGHTY CENTS	.80	592.00
41	508	CONSTRUCTING DETOURS	SY	2290	SEVENTY DOLLARS AND NO CENTS	70.00	160300.00
42	512	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	200	FIFTEEN DOLLARS AND SEVENTY-FIVE CENTS	15.75	3150.00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

43	512	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	80	TWENTY-ONE DOLLARS AND NO CENTS	21 00	1680 00
44	512	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	1800	FIVE DOLLARS AND TWENTY-FIVE CENTS	5 25	9450 00
45	512	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	720	FIVE DOLLARS AND TWENTY-FIVE CENTS	5 25	3780 00
46	512	PORT CTB (REMOVE) (LOW PROF) (TY 1)	LF	200	FIFTEEN DOLLARS AND SEVENTY-FIVE CENTS	15 75	3150 00
47	512	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	80	TWENTY-ONE DOLLARS AND NO CENTS	21 00	1680 00
48	529	CONC CURB (TY II)	LF	880	TWO DOLLARS AND TWENTY CENTS	2 20	1936 00
49	530	DRIVEWAYS (CONC)	SY	3939	FORTY-ONE DOLLARS AND TWENTY CENTS	41 20	162286,80
50	531	CURB RAMPS (TY 7)	EA	8	TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS	2485 00	19880 00
51	531	CONC SIDEWALK (4")	SY	13	SIXTY-SIX DOLLARS AND TWENTY-FIVE CENTS	66.25	861.25
52	531	CURB RAMPS (TY 7) (MOD)	EA	2	THREE THOUSAND FORTY-FIVE DOLLARS AND NO CENTS	3045 00	6090.00
53	540	MTL W-BEAM GD FENCE (TIM POST)	LF	475	FORTY-THREE DOLLARS AND NO CENTS	43.00	20425 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

54	540	TERMINAL ANCHOR SECTION	EA	2	Nine Hundred Forty-Five DOLLARS AND No CENTS	945 00	1890 00
55	542	REMOVING METAL BEAM GUARD FENCE	LF	366	Three DOLLARS AND No CENTS	3 00	1098 00
56	542	REMOVING TERMINAL ANCHOR SECTION	EA	4	Four Hundred Seventy-Five DOLLARS AND No CENTS	475 00	1900 00
57	544	GUARDRAIL END TREATMENT (INSTALL)	EA	2	Two Thousand Two Hundred DOLLARS AND No CENTS	2200 00	4400 00
58	560	MAILBOX INSTALL-S (TWG-POST) TY 2 FND-TB	EA	15	Five Hundred Twenty-Five DOLLARS AND No CENTS	525 00	7875 00
59	560	MAILBOX INSTALL-D (TWG-POST) TY 2 FND-TB	EA	3	Four Hundred Forty-Five DOLLARS AND No CENTS	445 00	1335 00
60	560	MAILBOX INSTALL-M (TWG-POST) TY 2 FND-TB	EA	1	Three Hundred Ninety-Five DOLLARS AND No CENTS	395 00	395 00
61	618	CONDT (PVC) (SCHD 80) (1 1/4")	LF	30	Four DOLLARS AND Forty-Five CENTS	4.45	133.50
62	618	CONDT (PVC) (SCHD 80) (2")	LF	25	Four DOLLARS AND Forty-Five CENTS	4.45	111.25
63	620	ELEC CONDR (NO 14) INSULATED	LF	60	Five DOLLARS AND Twenty-Five CENTS	5.25	315.00
64	624	GROUND BOX TY D (162922) W/APRON	EA	2	Five Hundred Twenty-Five DOLLARS AND No CENTS	525 00	1050 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

65	636	ALUMINUM SIGNS (TY A)	SF	238 5	TWENTY-FOUR DOLLARS AND FIFTEEN CENTS	24.15	5759.78
66	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	19	TWO HUNDRED FIFTY DOLLARS AND NO CENTS	250.00	4750.00
67	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (T)	EA	4	TWO HUNDRED FIFTY DOLLARS AND NO CENTS	250.00	1000.00
68	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (U)	EA	2	TWO HUNDRED FIFTY DOLLARS AND NO CENTS	250.00	500.00
69	644	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9	TWO HUNDRED NINETY-FIVE DOLLARS AND NO CENTS	295.00	2655.00
70	644	REMOVE SM RD SN SUP & AM	EA	17	FIFTY SIX DOLLARS AND SEVENTY CENTS	56.70	963.90
71	658	INSTL DEL ASSM (D-SW) SZ1 (FLX) GF2 (BI)	EA	16	FORTY-SEVEN DOLLARS AND TWENTY-FIVE CENTS	47.25	756.00
72	658	INSTL OM ASSM (OM-2Y) (WC) GND	EA	2	ONE HUNDRED FIVE DOLLARS AND NO CENTS	105.00	210.00
73	666	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	19210	NO DOLLARS AND FORTY-THREE CENTS	.43	8260.30
74	666	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	665	ONE DOLLARS AND FIVE CENTS	1.05	698.25
75	666	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	615	TWO DOLLARS AND NINETY-FIVE CENTS	2.95	1814.25

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

76	666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	215	FIVE DOLLARS AND FORTY-FIVE CENTS	5 45	1171 25
77	666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	ONE HUNDRED TWENTY-SIX DOLLARS AND NO CENTS	126 00	504 00
78	666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4	ONE HUNDRED TWENTY-SIX DOLLARS AND NO CENTS	126.00	504 00
79	666	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	2040	NO DOLLARS AND FORTY-FIVE CENTS	.45	918 00
80	666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	3310	NO DOLLARS AND FORTY-FIVE CENTS	.45	1489 50
81	666	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	LF	45	SIX DOLLARS AND EIGHTY-FIVE CENTS	6 85	308 25
82	666	PAVEMENT SEALER 4"	LF	24560	NO DOLLARS AND EIGHT CENTS	.08	1964 80
83	666	PAVEMENT SEALER 8"	LF	665	NO DOLLARS AND TWENTY CENTS	.20	133.00
84	666	PAVEMENT SEALER 12"	LF	615	NO DOLLARS AND FORTY-TWO CENTS	.42	258 30
85	666	PAVEMENT SEALER 24"	LF	260	NO DOLLARS AND SEVENTY CENTS	.70	182 00
86	666	PAVEMENT SEALER (ARROW)	EA	4	FORTY-SIX DOLLARS AND NO CENTS	46 00	184 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

87	666	PAVEMENT SEALER (WORD)	EA	4	FORTY-SEVEN DOLLARS AND TWENTY-FIVE CENTS	47.25	189.00
88	672	REFL PAV MRKR TY II-A-A	EA	244	THREE DOLLARS AND TWENTY-FIVE CENTS	3.25	793.00
89	672	REFL PAV MRKR TY II-C-R	EA	68	THREE DOLLARS AND TWENTY-FIVE CENTS	3.25	221.00
90	678	PAV SURF PREP FOR MRK (4")	LF	24560	NO DOLLARS AND ONE CENTS	.01	245.60
91	678	PAV SURF PREP FOR MRK (8")	LF	665	NO DOLLARS AND FIVE CENTS	.05	33.25
92	678	PAV SURF PREP FOR MRK (12")	LF	615	NO DOLLARS AND SIX CENTS	.06	36.90
93	678	PAV SURF PREP FOR MRK (24")	LF	260	NO DOLLARS AND TWELVE CENTS	.12	31.20
94	678	PAV SURF PREP FOR MRK (ARROW)	EA	4	SEVEN DOLLARS AND NO CENTS	7.00	28.00
95	678	PAV SURF PREP FOR MRK (WORD)	EA	4	SEVEN DOLLARS AND NO CENTS	7.00	28.00
96	682	BACKPLATE (12 IN) (4 SEC)	EA	2	ONE HUNDRED TEN DOLLARS AND NO CENTS	110.00	220.00
97	682	VEH SIG SEC (12 IN) LED (HOUSING ONLY)	EA	8	ONE HUNDRED SIXTY DOLLARS AND NO CENTS	160.00	1280.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

98	682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	ONE HUNDRED TWENTY-EIGHT DOLLARS AND NO CENTS	128.00	256.00
99	682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2	ONE HUNDRED TWENTY-TWO DOLLARS AND NO CENTS	122.00	244.00
100	682	VEH SIG SEC (12 IN) LED (RED)	EA	4	ONE HUNDRED TWENTY-TWO DOLLARS AND NO CENTS	122.00	488.00
101	684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	325	THREE DOLLARS AND EIGHTY-FIVE CENTS	3.85	1251.25
102	684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	45	THREE DOLLARS AND EIGHTY-FIVE CENTS	3.85	173.25
103	688	VEH LP DETECT (SAWCUT)	LF	200	EIGHT DOLLARS AND SIXTY-FIVE CENTS	8.65	1730.00
104	6834	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	THIRTEEN THOUSAND DOLLARS AND NO CENTS	13000.00	78000.00
		SUBTOTAL LAWRENCE ROAD					3149326.00

		ESTHER ROAD					
105	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	2295	THREE DOLLARS AND FORTY CENTS	3.40	7803.00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

106	162	STRAW OR HAY MULCH	SY	2295	No DOLLARS AND Twelve CENTS	.12	275.40
107	164	BROADCAST SEEDING (SPECIAL MIX)	SY	2295	No DOLLARS AND Nineteen CENTS	.19	436.05
108	166	FERTILIZER	AC	0 5	Four Hundred Forty DOLLARS AND No CENTS	440.00	220.00
109	340	D-GR HMA (METH) TY-D SAC-B PG70-22	TON	40	One Hundred Twenty-Five DOLLARS AND No CENTS	125.00	5000.00
110	400	CEM STABIL BKFL	CY	56	Thirty-Three DOLLARS AND No CENTS	33.00	1848.00
111	464	RC PIPE (CL III) (15 IN)	LF	524	Forty-One DOLLARS AND Fifteen CENTS	41.15	21562.60
112	760	DITCH CLEANING AND RESHAPING (FOOT)	LF	1500	Seven DOLLARS AND Fifty CENTS	7.50	11250.00
		SUBTOTAL ESTHER ROAD					48395.00
TOTAL BID							3,977721.68 ~~485~~

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

State of Texas Tax Statement of Materials and other charges

The cost of in-place materials to be incorporated into the project $ 1,254,800.00

The cost of labor, profit, materials not in-place and all other charges $ 1,942,921.68

TOTAL (Must agree with bid) $ 3,197,721.68

BID NUMBER **B111038**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for
LAWRENCE ROAD RECONSTRUCTION FROM SH 96 TO FM 2094

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

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

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

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

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

BIDDER	Metro City Construction, L.P.
SIGNATURE	Robert N Smith
PRINT NAME	Robert N. Smither
TITLE	Chief Estimator
ADDRESS	5715 Luce Street
CITY, STATE	Houston, Texas
ZIP	77087
TELEPHONE	713-943-0090
FAX NO	713-943-0092
DATE	4/28/2011
TAX I.D No.	51-0446360

ADDENDUM NO. 1

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUANT.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
		LAWRENCE ROAD					
1	100	PREPARING ROW	STA	97 43	Ten DOLLARS AND No CENTS	10 00	974 30
2	104	REMOVING CONC (PAV)	SY	583	Two DOLLARS AND Eighty CENTS	2 80	1,632 40
3	104	REMOVING CONC (DRIVEWAYS)	SY	945	Two DOLLARS AND No CENTS	2 00	1,890 00
4	104	REMOVING CONC (WHEELCHAIR RAMP)	SY	65	Three DOLLARS AND Thirty Five CENTS	3 35	217 75
5	105	REMOVING STAB BASE & ASPH PAV (8"-14")	SY	22929	One DOLLARS AND Fifty CENTS	1 50	34,393 50
6	110	EXCAVATION (ROADWAY)	CY	17349	Eight DOLLARS AND Forty CENTS	8 40	145,731 6
7	132	EMBANKMENT (FINAL)(DENS CONT) (TY C)	CY	2961	Eleven DOLLARS AND No CENTS	11 00	32,571 00
8	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	23745	Three DOLLARS AND Thirty CENTS	3 30	78,358 5
9	162	BLOCK SODDING	SY	2168	Three DOLLARS AND Thirty Five CENTS	3 35	7,262 80

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

10	162	STRAW OR HAY MULCH	SY	23745	No DOLLARS AND Fifteen CENTS	0 15	3,561 51
11	164	BROADCAST SEEDING (SPECIAL MIX)	SY	23745	No DOLLARS AND Twenty CENTS	0 20	4,749 00
12	166	FERTILIZER	AC	4.91	Four Hundred Forty Five DOLLARS AND No CENTS	445 00	2,184 95
13	260	LIME (HYD, COM OR QK) (SLURRY) 3%	TON	265	One Hundred Forty DOLLARS AND No CENTS	140 00	37,100 00
14	265	FLY ASH (CLASS CS) 8%	TON	706	Sixty Three DOLLARS AND No CENTS	63 00	44,478 00
15	265	LFA TREAT SUBGRADE (8")	SY	29405	Two DOLLARS AND No CENTS	2 00	58,810 00
16	360	CONC PVMT (CONT REINF-CRCP) (8")	SY	27252	Forty Three DOLLARS AND Seventy CENTS	43 70	1,190,912 40
17	400	CEM STABIL BKFL	CY	2491	Twenty Seven DOLLARS AND No CENTS	27 00	67,257 00
18	432	RIPRAP (CONC) (4 IN)	CY	9	Four Hundred Fifty DOLLARS AND No CENTS	450 00	4,050 00
19	462	CONC BOX CULV (4FT X 2FT)	LF	184	One Hundred Seventy Nine DOLLARS AND No CENTS	179 00	32,936 00
20	462	CONC BOX CULV (3FT X 2FT)	LF	280	One Hundred Fifty Nine DOLLARS AND No CENTS	159 00	44,520 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

21	464	RC PIPE (CL III) (18 IN)	LF	2452	Forty Two DOLLARS AND No CENTS	42 00	102,984 00
22	464	RC PIPE (CL III) (24 IN)	LF	2292	Fifty One DOLLARS AND No CENTS	51 00	116,892 00
23	464	RC PIPE (CL III) (30 IN)	LF	224	Sixty Four DOLLARS AND No CENTS	64 00	14,336 00
24	464	RC PIPE (CL III) (36 IN)	LF	108	Eight Eight DOLLARS AND No CENTS	88 00	9,504 00
25	465	INLET (COMPL) (TY A)	EA	9	Eleven Hundred Seventy DOLLARS AND No CENTS	1,170 00	10,530 00
26	465	MANH (COMPL) (TY A)	EA	2	Twenty One Hundred Three DOLLARS AND No CENTS	2,103 00	4,206 00
27	467	SET (TY II) (24")(RCP)(6 1)(P)	EA	4	Fourteen Hundred Eighty DOLLARS AND No CENTS	1,480 00	5,920 00
28	467	SET (TY I)(S=4 FT)(HW=2 FT)(6.1)(P)	EA	4	Sixty Three Hundred Fifty DOLLARS AND No CENTS	6,350 00	25,400 00
29	480	CLEAN EXIST CULVS	EA	4	Five Hundred DOLLARS AND No CENTS	500 00	2,000 00
30	496	REMOV STR (PIPE)	LF	4254	Five DOLLARS AND No CENTS	5 00	21,270 00
31	496	REMOV STR (TIMBER DECK)	EA	1	One Hundred DOLLARS AND No CENTS	100 00	100 00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

32	500	MOBILIZATION (5% Maximum NOT including Mobilization)	LS	1	Sixty Two Thousand Eight Hundred Fifty DOLLARS AND No CENTS	62,850 00	62,850 00
33	502	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	8	Twenty Seven Hundred DOLLARS AND No CENTS	2,700 00	21,600 00
34	506	ROCK FILTER DAMS (INSTALL)(TY2)	LF	83	Twenty Eight DOLLARS AND No CENTS	28 00	2,324 00
35	506	ROCK FILTER DAMS (REMOVE)	LF	83	Eight DOLLARS AND Fifty CENTS	8 50	705 50
36	506	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	240	Twelve DOLLARS AND Fifty CENTS	12 50	3,000 00
37	506	CONSTRUCTION EXITS (REMOVE)	SY	240	Four DOLLARS AND No CENTS	4 00	960 00
38	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	740	One DOLLARS AND Sixty CENTS	1 60	1,184 00
39	506	BIODEGRADABLE EROSION CONTROL LOGS (18")	LF	1033	Five DOLLARS AND No CENTS	5 00	5,165 00
40	506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	740	One DOLLARS AND Sixty CENTS	1 60	1,184 00
41	508	CONSTRUCTING DETOURS	SY	2290	Forty DOLLARS AND No CENTS	40 00	91,600 00
42	512	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	200	Fifty DOLLARS AND No CENTS	50 00	10,000 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

43	512	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	80	Fifty DOLLARS AND No CENTS	50 00	4,000 00
44	512	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	1800	Five DOLLARS AND No CENTS	5 00	9,000 00
45	512	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	720	Five DOLLARS AND No CENTS	5 00	3,600 00
46	512	PORT CTB (REMOVE) (LOW PROF) (TY 1)	LF	200	Eight DOLLARS AND No CENTS	8 00	1,600 00
47	512	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	80	Eight DOLLARS AND No CENTS	8 00	640 00
48	529	CONC CURB (TY II)	LF	880	Two DOLLARS AND Fifty CENTS	2 50	2,200 00
49	530	DRIVEWAYS (CONC)	SY	3939	Thirty Six DOLLARS AND No CENTS	36 00	141,804 00
50	531	CURB RAMPS (TY 7)	EA	8	One Thousand DOLLARS AND No CENTS	1,000 00	8,000 00
51	531	CONC SIDEWALK (4")	SY	13	Forty DOLLARS AND No CENTS	40 00	520 00
52	531	CURB RAMPS (TY 7) (MOD)	EA	2	Eleven Hundred Fifteen DOLLARS AND No CENTS	1,115 00	2,230 00
53	540	MTL W-BEAM GD FENCE (TIM POST)	LF	475	Twenty Two DOLLARS AND Fifty CENTS	22 50	10,687 50

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

54	540	TERMINAL ANCHOR SECTION	EA	2	Seven Hundred Eighty DOLLARS AND No CENTS	780 00	1,560 00
55	542	REMOVING METAL BEAM GUARD FENCE	LF	366	Five DOLLARS AND No CENTS	5 00	1,830 00
56	542	REMOVING TERMINAL ANCHOR SECTION	EA	4	One Hundred DOLLARS AND No CENTS	100 00	400 00
57	544	GUARDRAIL END TREATMENT (INSTALL)	EA	2	Twenty Four Hundred DOLLARS AND No CENTS	2,400 00	4,800 00
58	560	MAILBOX INSTALL-S (TWG-POST) TY 2 FND-TB	EA	15	One Hundred Twenty Eight DOLLARS AND No CENTS	128 00	1,920 00
59	560	MAILBOX INSTALL-D (TWG-POST) TY 2 FND-TB	EA	3	One Hundred Sixty Eight DOLLARS AND No CENTS	168 00	504 00
60	560	MAILBOX INSTALL-M (TWG-POST) TY 2 FND-TB	EA	1	Three Hundred Fifty DOLLARS AND No CENTS	350 00	350 00
61	618	CONDT (PVC) (SCHD 80) (1 1/4")	LF	30	Twenty DOLLARS AND No CENTS	20 00	600 00
62	618	CONDT (PVC) (SCHD 80) (2")	LF	25	Twenty Seven DOLLARS AND No CENTS	27 00	675 00
63	620	ELEC CONDR (NO. 14) INSULATED	LF	60	No DOLLARS AND Forty Five CENTS	0 45	27 00
64	624	GROUND BOX TY D (162922) W/APRON	EA	2	One Thousand Sixty One DOLLARS AND No CENTS	1,061 00	2,122 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

65	636	ALUMINUM SIGNS (TY A)	SF	238 5	Twenty Two DOLLARS AND Fifty CENTS	22 50	5,366 25
66	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	19	Four Hundred Forty Six DOLLARS AND No CENTS	446 00	8,474 00
67	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (T)	EA	4	Seven Hundred Twenty Six DOLLARS AND No CENTS	726 00	2,904 00
68	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (U)	EA	2	Eight Hundred Thirty Seven DOLLARS AND Eighty CENTS	837 80	1,675 60
69	644	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9	Four Hundred Forty Six DOLLARS AND No CENTS	446 00	4,014 00
70	644	REMOVE SM RD SN SUP & AM	EA	17	Fifty Five DOLLARS AND No CENTS	55 00	935 00
71	658	INSTL DEL ASSM (D-SW) SZ1 (FLX) GF2 (BI)	EA	16	Thirty Five DOLLARS AND No CENTS	35 00	560 00
72	658	INSTL OM ASSM (OM-2Y) (WC) GND	EA	2	Forty Five DOLLARS AND No CENTS	45 00	90 00
73	666	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	19210	No DOLLARS AND Thirty Five CENTS	0 35	6,723 50
74	666	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	665	No DOLLARS AND Seventy CENTS	0 70	465 50
75	666	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	615	Two DOLLARS AND Twenty Five CENTS	2 25	1,383 75

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

76	666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	215	Four DOLLARS AND Fifty CENTS	4 50	967 50
77	666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	One Hundred Eleven DOLLARS AND No CENTS	111 00	444 00
78	666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4	One Hundred Eleven DOLLARS AND No CENTS	111 00	444 00
79	666	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	2040	No DOLLARS AND Thirty Five CENTS	0 35	714 00
80	666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	3310	No DOLLARS AND Thirty Five CENTS	0 35	1,158 50
81	666	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	LF	45	Four DOLLARS AND Fifty CENTS	4 50	202 50
82	666	PAVEMENT SEALER 4"	LF	24560	No DOLLARS AND Ten CENTS	0 10	2,456 00
83	666	PAVEMENT SEALER 8"	LF	665	No DOLLARS AND Ten CENTS	0 15	99 75
84	666	PAVEMENT SEALER 12"	LF	615	No DOLLARS AND Twenty CENTS	0 20	123 00
85	666	PAVEMENT SEALER 24"	LF	260	No DOLLARS AND Thirty CENTS	0 30	78 00
86	666	PAVEMENT SEALER (ARROW)	EA	4	One DOLLARS AND Ten CENTS	1 10	4 40

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

87	666	PAVEMENT SEALER (WORD)	EA	4	One DOLLARS AND Ten CENTS	1 10	4 40
88	672	REFL PAV MRKR TY II-A-A	EA	244	Three DOLLARS AND Thirty Five CENTS	3 35	817 40
89	672	REFL PAV MRKR TY II-C-R	EA	68	Three DOLLARS AND Thirty Five CENTS	3 35	227 80
90	678	PAV SURF PREP FOR MRK (4")	LF	24560	No DOLLARS AND Five CENTS	0 05	1,228 00
91	678	PAV SURF PREP FOR MRK (8")	LF	665	No DOLLARS AND Five CENTS	0 05	33 25
92	678	PAV SURF PREP FOR MRK (12")	LF	615	No DOLLARS AND Five CENTS	0 05	30 75
93	678	PAV SURF PREP FOR MRK (24")	LF	260	No DOLLARS AND Ten CENTS	0 10	26 00
94	678	PAV SURF PREP FOR MRK (ARROW)	EA	4	One DOLLARS AND Ten CENTS	1 10	4 40
95	678	PAV SURF PREP FOR MRK (WORD)	EA	4	One DOLLARS AND Ten CENTS	1 10	4 40
96	682	BACKPLATE (12 IN) (4 SEC)	EA	2	Three Hundred Nienty DOLLARS AND No CENTS	390 00	780 00
97	682	VEH SIG SEC (12 IN) LED (HOUSING ONLY)	EA	8	One Hundred Seventy Eight DOLLARS AND No CENTS	178 00	1,424 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

98	682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	One Hundred Fifty Six DOLLARS AND No CENTS	156 00	312 00
99	682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2	One Hundred Thirty Four DOLLARS AND No CENTS	134 00	268 00
100	682	VEH SIG SEC (12 IN) LED (RED)	EA	4	One Hundred Thirty Four DOLLARS AND No CENTS	134 00	536 00
101	684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	325	Three DOLLARS AND Ninety CENTS	3 90	1,267 50
102	684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	45	Three DOLLARS AND Thirty Five CENTS	3 35	150 75
103	688	VEH LP DETECT (SAWCUT)	LF	200	Fourteen DOLLARS AND Fifty CENTS	14 50	2,900 00
104	6834	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	Thirteen Thousand Five Hundred DOLLARS AND No CENTS	13,500 00	81,000 00
		SUBTOTAL LAWRENCE ROAD					2,636 672 85

		ESTHER ROAD					
105	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	2295	Three DOLLARS AND Forty CENTS	3 40	7,803 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

106	162	STRAW OR HAY MULCH	SY	2295	No DOLLARS AND Fifteen CENTS	0 15	344 25
107	164	BROADCAST SEEDING (SPECIAL MIX)	SY	2295	No DOLLARS AND Twenty CENTS	0 20	459 00
108	166	FERTILIZER	AC	0 5	Two Hundred Eight DOLLARS AND No CENTS	280 00	140 00
109	340	D-GR HMA (METH) TY-D SAC-B PG70-22	TON	40	One Hundred Thirty Five DOLLARS AND No CENTS	135 00	5,400 00
110	400	CEM STABIL BKFL	CY	56	Twenty Four DOLLARS AND Eighty CENTS	24 80	1,388 80
111	464	RC PIPE (CL III) (15 IN)	LF	524	Fifty Two DOLLARS AND No CENTS	52 00	27,248 00
112	760	DITCH CLEANING AND RESHAPING (FOOT)	LF	1500	Five DOLLARS AND No CENTS	5 00	7,500 00
		SUBTOTAL ESTHER ROAD					50,283 05
TOTAL BID							2,686,955.90

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

State of Texas Tax Statement of Materials and other charges.

The cost of in-place materials to be incorporated into the project	$ 1,300,000 00
The cost of labor, profit, materials not in-place and all other charges	$ 1,386,955 90
TOTAL. (Must agree with bid)	$ 2,686,955 90

BID NUMBER **B111038**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
LAWRENCE ROAD RECONSTRUCTION FROM SH 96 TO FM 2094

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

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

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

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

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

BIDDER	James Construction Group LLC
SIGNATURE	
PRINT NAME	Brent Price
TITLE	Controller
ADDRESS	11603 Windfern, Suite C
CITY, STATE	Houston, TX
ZIP	77064
TELEPHONE	713 300 1530
FAX NO	713 300.1531
DATE	4-28-11
TAX I.D No.	38-3424695

ADDENDUM NO. 1

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

ITEM NO	SPEC NO.	DESCRIPTION	UNIT	QUANT.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
		LAWRENCE ROAD					
1	100	PREPARING ROW	STA	97.43	One thousand six hundred DOLLARS AND Zero CENTS	1600.00	155888.00
2	104	REMOVING CONC (PAV)	SY	583	two DOLLARS AND Zero CENTS	2.00	1166.00
3	104	REMOVING CONC (DRIVEWAYS)	SY	945	two DOLLARS AND Zero CENTS	2.00	1890.00
4	104	REMOVING CONC (WHEELCHAIR RAMP)	SY	65	two DOLLARS AND Zero CENTS	2.00	130.00
5	105	REMOVING STAB BASE & ASPH PAV (8"-14")	SY	22929	two DOLLARS AND twenty CENTS	2.20	50443.80
6	110	EXCAVATION (ROADWAY)	CY	17349	ten DOLLARS AND fifty CENTS	10.50	182,164.50
7	132	EMBANKMENT (FINAL)(DENS CONT) (TY C)	CY	2961	Five DOLLARS AND Zero CENTS	5.00	14805.00
8	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	23745	three DOLLARS AND twenty CENTS	3.20	75984.00
9	162	BLOCK SODDING	SY	2168	three DOLLARS AND zero CENTS	3.00	6504.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

10	162	STRAW OR HAY MULCH	SY	23745	Zero DOLLARS AND twelve CENTS	.12	2849.40
11	164	BROADCAST SEEDING (SPECIAL MIX)	SY	23745	Zero DOLLARS AND twenty CENTS	.20	4749.00
12	166	FERTILIZER	AC	4.91	two hundred sixty DOLLARS AND Zero CENTS	260.00	1276.60
13	260	LIME (HYD. COM OR QK) (SLURRY) 3%	TON	265	One hundred fifty five DOLLARS AND zero CENTS	155.00	41075.00
14	265	FLY ASH (CLASS CS) 8%	TON	706	Seventy DOLLARS AND zero CENTS	70.00	49420.00
15	265	LFA TREAT SUBGRADE (8")	SY	29405	Four DOLLARS AND twenty CENTS	4.20	123501.00
16	360	CONC PVMT (CONT REINF-CRCP) (8")	SY	27252	Forty four DOLLARS AND twenty CENTS	44.20	1204538.40
17	400	CEM STABIL BKFL	CY	2491	twenty seven DOLLARS AND Zero CENTS	27.00	67257.00
18	432	RIPRAP (CONC) (4 IN)	CY	9	five hundred DOLLARS AND Zero CENTS	500.00	4500.00
19	462	CONC BOX CULV (4FT X 2FT)	LF	184	One hundred twenty five DOLLARS AND Zero CENTS	125.00	23000.00
20	462	CONC BOX CULV (3FT X 2FT)	LF	280	One hundred eight DOLLARS AND Zero CENTS	108.00	30240.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

21	464	RC PIPE (CL III) (18 IN)	LF	2452	Forty DOLLARS AND Zero CENTS	40.00	98080.00
22	464	RC PIPE (CL III) (24 IN)	LF	2292	Forty five DOLLARS AND Zero CENTS	45.00	103140.00
23	464	RC PIPE (CL III) (30 IN)	LF	224	Fifty DOLLARS AND Zero CENTS	50.00	11200.00
24	464	RC PIPE (CL III) (36 IN)	LF	108	Sixty two DOLLARS AND Zero CENTS	62.00	6696.00
25	465	INLET (COMPL) (TY A)	EA	9	One thousand seven hundred DOLLARS AND Zero CENTS	1700.00	15300.00
26	465	MANH (COMPL) (TY A)	EA	2	One thousand eight hundred DOLLARS AND Zero CENTS	1800.00	3600.00
27	467	SET (TY II) (24")(RCP)(6:1)(P)	EA	4	One thousand eight hundred DOLLARS AND Zero CENTS	1800.00	7200.00
28	467	SET (TY I)(S=4 FT)(HW=2 FT)(6.1)(P)	EA	4	three thousand DOLLARS AND Zero CENTS	3000.00	12000.00
29	480	CLEAN EXIST CULVS	EA	4	One thousand seven hundred fifty DOLLARS AND Zero CENTS	1750.00	7000.00
30	496	REMOV STR (PIPE)	LF	4254	Sixteen DOLLARS AND Zero CENTS	16.00	68064.00
31	496	REMOV STR (TIMBER DECK)	EA	1	eight hundred DOLLARS AND Zero CENTS	800.00	800.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

32	500	MOBILIZATION (5% Maximum NOT including Mobilization)	LS	1	One hundred fifty thousand DOLLARS AND zero CENTS	150000.00	150000.00
33	502	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	8	three thousand one hundred DOLLARS AND zero CENTS	3100.00	24800.00
34	506	ROCK FILTER DAMS (INSTALL)(TY2)	LF	83	twenty one DOLLARS AND zero CENTS	21.00	1743.00
35	506	ROCK FILTER DAMS (REMOVE)	LF	83	five DOLLARS AND zero CENTS	5.00	415.00
36	506	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	240	fifteen DOLLARS AND zero CENTS	15.00	3600.00
37	506	CONSTRUCTION EXITS (REMOVE)	SY	240	five DOLLARS AND zero CENTS	5.00	1200.00
38	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	740	one DOLLARS AND fifty CENTS	1.50	1110.00
39	506	BIODEGRADABLE EROSION CONTROL LOGS (18")	LF	1033	twenty one DOLLARS AND zero CENTS	21.00	21693.00
40	506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	740	zero DOLLARS AND fifty CENTS	.50	370.00
41	508	CONSTRUCTING DETOURS	SY	2290	sixty five DOLLARS AND zero CENTS	65.00	148850.00
42	512	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	200	fifty five DOLLARS AND zero CENTS	55.00	11000.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

43	512	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	80	fifty DOLLARS AND Zero CENTS	50.00	4000.00
44	512	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	1800	twenty DOLLARS AND Zero CENTS	20.00	36000.00
45	512	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	720	twenty DOLLARS AND Zero CENTS	20.00	14400.00
46	512	PORT CTB (REMOVE) (LOW PROF) (TY 1)	LF	200	twenty DOLLARS AND Zero CENTS	20.00	4000.00
47	512	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	80	twenty DOLLARS AND Zero CENTS	20.00	1600.00
48	529	CONC CURB (TY II)	LF	880	two DOLLARS AND ten CENTS	2.10	1848.00
49	530	DRIVEWAYS (CONC)	SY	3939	forty two DOLLARS AND Zero CENTS	42.00	165438.00
50	531	CURB RAMPS (TY 7)	EA	8	One thousand fifty DOLLARS AND Zero CENTS	1050.00	8400.00
51	531	CONC SIDEWALK (4")	SY	13	ninety DOLLARS AND Zero CENTS	90.00	1170.00
52	531	CURB RAMPS (TY 7) (MOD)	EA	2	One thousand three hundred DOLLARS AND Zero CENTS	1300.00	2600.00
53	540	MTL W-BEAM GD FENCE (TIM POST)	LF	475	twenty eight DOLLARS AND Zero CENTS	28.00	13300.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

54	540	TERMINAL ANCHOR SECTION	EA	2	nine hundred fifty DOLLARS AND zero CENTS	950.00	1900.00
55	542	REMOVING METAL BEAM GUARD FENCE	LF	366	five DOLLARS AND zero CENTS	5.00	1830.00
56	542	REMOVING TERMINAL ANCHOR SECTION	EA	4	two hundred DOLLARS AND zero CENTS	200.00	800.00
57	544	GUARDRAIL END TREATMENT (INSTALL)	EA	2	four hundred DOLLARS AND zero CENTS	400.00	800.00
58	560	MAILBOX INSTALL-S (TWG-POST) TY 2 FND-TB	EA	15	three hundred DOLLARS AND zero CENTS	300.00	4500.00
59	560	MAILBOX INSTALL-D (TWG-POST) TY 2 FND-TB	EA	3	three hundred fifty DOLLARS AND zero CENTS	350.00	1050.00
60	560	MAILBOX INSTALL-M (TWG-POST) TY 2 FND-TB	EA	1	four hundred DOLLARS AND zero CENTS	400.00	400.00
61	618	CONDT (PVC) (SCHD 80) (1 1/4")	LF	30	Sixteen DOLLARS AND zero CENTS	16.00	480.00
62	618	CONDT (PVC) (SCHD 80) (2")	LF	25	Sixteen DOLLARS AND zero CENTS	16.00	400.00
63	620	ELEC CONDR (NO. 14) INSULATED	LF	60	three DOLLARS AND ten CENTS	3.10	186.00
64	624	GROUND BOX TY D (162922) W/APRON	EA	2	One thousand DOLLARS AND zero CENTS	1000.00	2000.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

65	636	ALUMINUM SIGNS (TY A)	SF	238.5	twenty five DOLLARS AND zero CENTS	25.00	5962.50
66	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	19	two hundred fifty DOLLARS AND zero CENTS	250.00	4750.00
67	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (T)	EA	4	two hundred fifty DOLLARS AND zero CENTS	250.00	1000.00
68	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (U)	EA	2	two hundred fifty DOLLARS AND zero CENTS	250.00	500.00
69	644	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9	three hundred DOLLARS AND zero CENTS	300.00	2700.00
70	644	REMOVE SM RD SN SUP & AM	EA	17	Sixty DOLLARS AND zero CENTS	60.00	1020.00
71	658	INSTL DEL ASSM (D-SW) SZ1 (FLX) GF2 (BI)	EA	16	fifty five DOLLARS AND zero CENTS	55.00	880.00
72	658	INSTL OM ASSM (OM-2Y) (WC) GND	EA	2	One hundred DOLLARS AND zero CENTS	100.00	200.00
73	666	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	19210	zero DOLLARS AND forty two CENTS	.42	8068.20
74	666	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	665	One DOLLARS AND zero CENTS	1.00	665.00
75	666	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	615	three DOLLARS AND zero CENTS	3.00	1845.00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

76	666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	215	Five DOLLARS AND thirty CENTS	5.30	1139.50
77	666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	One hundred thirty DOLLARS AND zero CENTS	130.00	520.00
78	666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4	One hundred thirty DOLLARS AND zero CENTS	130.00	520.00
79	666	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	2040	zero DOLLARS AND forty five CENTS	.45	918.00
80	666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	3310	zero DOLLARS AND forty five CENTS	.45	1489.50
81	666	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	LF	45	Six DOLLARS AND Sixty CENTS	6.60	297.00
82	666	PAVEMENT SEALER 4"	LF	24560	zero DOLLARS AND eight CENTS	.08	1964.80
83	666	PAVEMENT SEALER 8"	LF	665	zero DOLLARS AND eighteen CENTS	.18	119.70
84	666	PAVEMENT SEALER 12"	LF	615	zero DOLLARS AND forty five CENTS	.45	276.75
85	666	PAVEMENT SEALER 24"	LF	260	zero DOLLARS AND Seventy CENTS	.70	182.00
86	666	PAVEMENT SEALER (ARROW)	EA	4	forty five DOLLARS AND zero CENTS	45.00	180.00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

87	666	PAVEMENT SEALER (WORD)	EA	4	forty five DOLLARS AND zero CENTS	45.00	180.00
88	672	REFL PAV MRKR TY II-A-A	EA	244	three DOLLARS AND twenty CENTS	3.20	780.80
89	672	REFL PAV MRKR TY II-C-R	EA	68	three DOLLARS AND twenty CENTS	3.20	217.60
90	678	PAV SURF PREP FOR MRK (4")	LF	24560	zero DOLLARS AND one CENTS	.01	245.60
91	678	PAV SURF PREP FOR MRK (8")	LF	665	zero DOLLARS AND five CENTS	.05	33.25
92	678	PAV SURF PREP FOR MRK (12")	LF	615	zero DOLLARS AND six CENTS	.06	36.90
93	678	PAV SURF PREP FOR MRK (24")	LF	260	zero DOLLARS AND twelve CENTS	.12	31.20
94	678	PAV SURF PREP FOR MRK (ARROW)	EA	4	seven DOLLARS AND zero CENTS	7.00	28.00
95	678	PAV SURF PREP FOR MRK (WORD)	EA	4	seven DOLLARS AND zero CENTS	7.00	28.00
96	682	BACKPLATE (12 IN) (4 SEC)	EA	2	two hundred seventy DOLLARS AND zero CENTS	270.00	540.00
97	682	VEH SIG SEC (12 IN) LED (HOUSING ONLY)	EA	8	two hundred DOLLARS AND zero CENTS	200.00	1600.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

98	682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	One hundred Seventy DOLLARS AND Zero CENTS	170.00	340.00
99	682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2	One hundred Sixty DOLLARS AND Zero CENTS	160.00	320.00
100	682	VEH SIG SEC (12 IN) LED (RED)	EA	4	One hundred Sixty DOLLARS AND Zero CENTS	160.00	640.00
101	684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	325	two DOLLARS AND Sixty CENTS	2.60	845.00
102	684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	45	two DOLLARS AND Zero CENTS	2.00	90.00
103	688	VEH LP DETECT (SAWCUT)	LF	200	ten DOLLARS AND Zero CENTS	10.00	2000.00
104	6834	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	Sixteen thousand DOLLARS AND Zero CENTS	16000.00	96000.00
		SUBTOTAL LAWRENCE ROAD			3,145,499.00		

		ESTHER ROAD					
105	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	2295	three DOLLARS AND twenty CENTS	3.20	7344.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

106	162	STRAW OR HAY MULCH	SY	2295	Zero DOLLARS AND twelve CENTS	.12	275.40
107	164	BROADCAST SEEDING (SPECIAL MIX)	SY	2295	Zero DOLLARS AND twenty CENTS	.20	459.00
108	166	FERTILIZER	AC	0 5	two hundred sixty DOLLARS AND zero CENTS	260.00	130.00
109	340	D-GR HMA (METH) TY-D SAC-B PG70-22	TON	40	two hundred DOLLARS AND zero CENTS	200.00	8000.00
110	400	CEM STABIL BKFL	CY	56	twenty seven DOLLARS AND zero CENTS	27.00	1512.00
111	464	RC PIPE (CL III) (15 IN)	LF	524	thirty eight DOLLARS AND zero CENTS	38.00	19912.00
112	760	DITCH CLEANING AND RESHAPING (FOOT)	LF	1500	four DOLLARS AND zero CENTS	4.00	6000.00
		SUBTOTAL ESTHER ROAD			43,632.40		

TOTAL BID $3,189,131.40

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.

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project $ 2,200,000.00

The cost of labor, profit, materials not in-place and all other charges $ 989,131.40

TOTAL (Must agree with bid) $ 3,189,131.40

CONTRACT AWARD

CONTRACT FOR: LAWRENCE ROAD RECONSTRUCTION FROM SH96 TO FM 2094

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: _____

Bid No **B111038**

Contractor James Construction Group, LLC

The Specifications and Drawings are enumerated as follows:

Standard Specifications: **Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges; adopted by the Texas Department Of Transportation, June 2004**

Special Provisions: **To Items 1 thru 9, 100, 132, 161, 164, 166, 260, 265, 340, 360, 400, 464, 465, 500, 502, 506, 512, 540, 560, 620, 636, 672, and 682**

Special Items: **Item 6834 Portable Changeable Message Sign**

DRAWINGS: **1 Thru 228**

ADDENDA: not applicable

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 240 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 three million one hundred eighty nine thousand one hundred thirty one dollars and forty cents Dollars and No/100 ($3,189,131.40), 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 _____, 20___.

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST.

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR
James Construction Group, LLC

BY: _____
Signature - Title
Brent Price
Printed Name

BID NUMBER **B111038**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
LAWRENCE ROAD RECONSTRUCTION FROM SH 96 TO FM 2094

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

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

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

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

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

BIDDER	AAA Asphalt Paving Inc.
SIGNATURE	Michael D. Hoffman
PRINT NAME	Michael D. Hoffman
TITLE	President
ADDRESS	10526 Tanner Rd.
CITY, STATE	Houston TX
ZIP	77041
TELEPHONE	713-896-7373
FAX NO	713-896-8889
DATE	April 28, 2011
TAX I.D No.	760451285-9

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUANT.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
		LAWRENCE ROAD					
1	100	PREPARING ROW	STA	97 43	Four Hundred Fifty DOLLARS AND No CENTS	450.00	43,843.50
2	104	REMOVING CONC (PAV)	SY	583	Five DOLLARS AND Fifty CENTS	5.50	3,206.50
3	104	REMOVING CONC (DRIVEWAYS)	SY	945	Six DOLLARS AND Fifty CENTS	6.50	6,142.50
4	104	REMOVING CONC (WHEELCHAIR RAMP)	SY	65	Seven DOLLARS AND No CENTS	7.00	455.00
5	105	REMOVING STAB BASE & ASPH PAV (8"-14")	SY	22929	Four DOLLARS AND Seventy Five CENTS	4.75	108,912.75
6	110	EXCAVATION (ROADWAY)	CY	17349	Eight DOLLARS AND Fifty CENTS	8.50	147,466.50
7	132	EMBANKMENT (FINAL)(DENS CONT) (TY C)	CY	2961	Seven DOLLARS AND No CENTS	7.00	20,727.00
8	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	23745	Four DOLLARS AND No CENTS	4.00	94,980.00
9	162	BLOCK SODDING	SY	2168	Three DOLLARS AND Fifty CENTS	3.50	7,588.00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

10	162	STRAW OR HAY MULCH	SY	23745	DOLLARS AND no Twenty Four CENTS	.24	5,698.80
11	164	BROADCAST SEEDING (SPECIAL MIX)	SY	23745	DOLLARS AND no Fifteen CENTS	.15	3,561.75
12	166	FERTILIZER	AC	4.91	DOLLARS AND Four hundred Ninety Five no CENTS	495.00	2,430.45
13	260	LIME (HYD, COM OR QK) (SLURRY) 3%	TON	265	DOLLARS AND One hundred Forty Eight no CENTS	148.00	39,220.00
14	265	FLY ASH (CLASS CS) 8%	TON	706	DOLLARS AND Sixty no CENTS	60.00	42,360.00
15	265	LFA TREAT SUBGRADE (8")	SY	29405	DOLLARS AND Three Fifty CENTS	3.50	102,917.50
16	360	CONC PVMT (CONT REINF-CRCP) (8")	SY	27252	DOLLARS AND Thirty Five no CENTS	35.00	953,820.00
17	400	CEM STABIL BKFL	CY	2491	DOLLARS AND Thirty Five no CENTS	35.00	87,185.00
18	432	RIPRAP (CONC) (4 IN)	CY	9	DOLLARS AND Fifty no CENTS	50.00	450.00
19	462	CONC BOX CULV (4FT X 2FT)	LF	184	DOLLARS AND One hundred Thirty Five no CENTS	125.00	23,000.00
20	462	CONC BOX CULV (3FT X 2FT)	LF	280	DOLLARS AND One hundred Fifteen no CENTS	115.00	32,200.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

21	464	RC PIPE (CL III) (18 IN)	LF	2452	Twenty Eight DOLLARS AND No CENTS	28.00	68,656.00
22	464	RC PIPE (CL III) (24 IN)	LF	2292	Thirty Two DOLLARS AND No CENTS	32.00	73,344.00
23	464	RC PIPE (CL III) (30 IN)	LF	224	Forty DOLLARS AND No CENTS	40.00	8,960.00
24	464	RC PIPE (CL III) (36 IN)	LF	108	Fifty One DOLLARS AND No CENTS	51.00	5,508.00
25	465	INLET (COMPL) (TY A)	EA	9	One Thousand Five hundred DOLLARS AND No CENTS	1,500.00	13,500.00
26	465	MANH (COMPL) (TY A)	EA	2	One Thousand Eight Hundred DOLLARS AND No CENTS	1,800.00	3,600.00
27	467	SET (TY II) (24")(RCP)(6 1)(P)	EA	4	One Thousand Two Hundred DOLLARS AND No CENTS	1,200.00	4,800.00
28	467	SET (TY I)(S=4 FT)(HW=2 FT)(6 1)(P)	EA	4	Three Thousand Two Hundred Ten DOLLARS AND No CENTS	3,210.00	12,840.00
29	480	CLEAN EXIST CULVS	EA	4	One Thousand One Hundred Ten DOLLARS AND No CENTS	1,110.00	4,440.00
30	496	REMOV STR (PIPE)	LF	4254	Ten DOLLARS AND No CENTS	10.00	42,540.00
31	496	REMOV STR (TIMBER DECK)	EA	1	One Thousand Five Hundred DOLLARS AND No CENTS	1,500.00	1,500.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

32	500	MOBILIZATION (5% Maximum NOT including Mobilization)	LS	1	Forty Thousand DOLLARS AND No CENTS	40,000.00	40,000.00
33	502	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	8	One Thousand Sixty Five DOLLARS AND No CENTS	1,065.00	8,520.00
34	506	ROCK FILTER DAMS (INSTALL)(TY2)	LF	83	Thirty Two DOLLARS AND No CENTS	32.00	2,656.00
35	506	ROCK FILTER DAMS (REMOVE)	LF	83	Twenty One DOLLARS AND No CENTS	21.00	1,743.00
36	506	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	240	Thirty Three DOLLARS AND No CENTS	33.00	7,920.00
37	506	CONSTRUCTION EXITS (REMOVE)	SY	240	Twenty Two DOLLARS AND No CENTS	22.00	5,280.00
38	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	740	One DOLLARS AND Sixty CENTS	1.60	1,184.00
39	506	BIODEGRADABLE EROSION CONTROL LOGS (18")	LF	1033	Four DOLLARS AND Fifty CENTS	4.50	4,648.50
40	506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	740	No DOLLARS AND Sixty Five CENTS	.65	481.00
41	508	CONSTRUCTING DETOURS	SY	2290	Forty Seven DOLLARS AND No CENTS	47.00	107,630.00
42	512	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	200	Ten DOLLARS AND No CENTS	10.00	2,000.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

43	512	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	80	Ten DOLLARS AND No CENTS	10.00	800.00
44	512	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	1800	Five DOLLARS AND No CENTS	5.00	9,000.00
45	512	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	720	Five DOLLARS AND No CENTS	5.00	3,600.00
46	512	PORT CTB (REMOVE) (LOW PROF) (TY 1)	LF	200	Ten DOLLARS AND No CENTS	10.00	2,000.00
47	512	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	80	Ten DOLLARS AND No CENTS	10.00	800.00
48	529	CONC CURB (TY II)	LF	880	Two DOLLARS AND Fifty CENTS	2.50	2,200.00
49	530	DRIVEWAYS (CONC)	SY	3939	Sixty DOLLARS AND No CENTS	60.00	236,340.00
50	531	CURB RAMPS (TY 7)	EA	8	One Thousand Two Hundred DOLLARS AND No CENTS	1,200.00	9,600.00
51	531	CONC SIDEWALK (4")	SY	13	Forty Five DOLLARS AND No CENTS	45.00	585.00
52	531	CURB RAMPS (TY 7) (MOD)	EA	2	One Thousand Two Hundred Fifty DOLLARS AND No CENTS	1,250.00	2,500.00
53	540	MTL W-BEAM GD FENCE (TIM POST)	LF	475	Twenty Two DOLLARS AND No CENTS	22.00	10,450.00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

54	540	TERMINAL ANCHOR SECTION	EA	2	Seven Hundred Seventy Six DOLLARS AND No CENTS	776.00	1,552.00
55	542	REMOVING METAL BEAM GUARD FENCE	LF	366	Five DOLLARS AND Sixty CENTS	5.60	2,049.60
56	542	REMOVING TERMINAL ANCHOR SECTION	EA	4	One Hundred Sixty Five DOLLARS AND No CENTS	165.00	660.00
57	544	GUARDRAIL END TREATMENT (INSTALL)	EA	2	Two Thousand Three Hundred Seventy DOLLARS AND No CENTS	2,370.00	4,740.00
58	560	MAILBOX INSTALL-S (TWG-POST) TY 2 FND-TB	EA	15	One Hundred Sixteen DOLLARS AND No CENTS	116.00	1,740.00
59	560	MAILBOX INSTALL-D (TWG-POST) TY 2 FND-TB	EA	3	One Hundred Forty DOLLARS AND No CENTS	140.00	420.00
60	560	MAILBOX INSTALL-M (TWG-POST) TY 2 FND-TB	EA	1	Two Hundred Eighty Two DOLLARS AND No CENTS	282.00	282.00
61	618	CONDT (PVC) (SCHD 80) (1 1/4")	LF	30	Four DOLLARS AND Seventy CENTS	4.70	141.00
62	618	CONDT (PVC) (SCHD 80) (2")	LF	25	Four DOLLARS AND Seventy CENTS	4.70	117.50
63	620	ELEC CONDR (NO 14) INSULATED	LF	60	Five DOLLARS AND Sixty CENTS	5.60	336.00
64	624	GROUND BOX TY D (162922) W/APRON	EA	2	Five Hundred Fifty Five DOLLARS AND No CENTS	555.00	1,110.00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

65	636	ALUMINUM SIGNS (TY A)	SF	238.5	Twenty Five DOLLARS AND Fifty CENTS	25.50	6,081.75
66	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	19	Two Hundred Sixty One DOLLARS AND No CENTS	261.00	4,959.00
67	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (T)	EA	4	Two Hundred Sixty One DOLLARS AND No CENTS	261.00	1,044.00
68	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (U)	EA	2	Two Hundred Sixty One DOLLARS AND No CENTS	261.00	522.00
69	644	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9	Three Hundred Ten DOLLARS AND No CENTS	310.00	2,790.00
70	644	REMOVE SM RD SN SUP & AM	EA	17	Sixty DOLLARS AND No CENTS	60.00	1,020.00
71	658	INSTL DEL ASSM (D-SW) SZ1 (FLX) GF2 (BI)	EA	16	Thirty Five DOLLARS AND / Fifty CENTS	35.50	568.00
72	658	INSTL OM ASSM (OM-2Y) (WC) GND	EA	2	One Hundred Eleven DOLLARS AND No CENTS	111.00	222.00
73	666	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	19210	No DOLLARS AND Fifty CENTS	.50	9,605.00
74	666	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	665	One / DOLLARS AND Ten CENTS	1.10	731.50
75	666	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	615	Three DOLLARS AND Five CENTS	3.05	1,875.75

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

76	666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	215	DOLLARS AND Five Seventy Five CENTS	5.75	1,236.25
77	666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	DOLLARS AND One hundred Thirty One No CENTS	131.00	524.00
78	666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4	DOLLARS AND One hundred Thirty One No CENTS	131.00	524.00
79	666	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	2040	DOLLARS AND No Fifty CENTS	.50	1,020.00
80	666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	3310	DOLLARS AND No Fifty CENTS	.50	1,655.00
81	666	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	LF	45	DOLLARS AND Seven No CENTS	7.00	315.00
82	666	PAVEMENT SEALER 4"	LF	24560	DOLLARS AND No Ten CENTS	.10	2,456.00
83	666	PAVEMENT SEALER 8"	LF	665	DOLLARS AND No Twenty CENTS	.20	133.00
84	666	PAVEMENT SEALER 12"	LF	615	DOLLARS AND No Fifty CENTS	.50	307.50
85	666	PAVEMENT SEALER 24"	LF	260	DOLLARS AND No Eighty CENTS	.80	208.00
86	666	PAVEMENT SEALER (ARROW)	EA	4	DOLLARS AND Forty Nine No CENTS	49.00	196.00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

87	666	PAVEMENT SEALER (WORD)	EA	4	Fifty DOLLARS AND Two CENTS	50.00	200.00
88	672	REFL PAV MRKR TY II-A-A	EA	244	Three DOLLARS AND Fifty CENTS	3.50	854.00
89	672	REFL PAV MRKR TY II-C-R	EA	68	Three DOLLARS AND Fifty CENTS	3.50	238.00
90	678	PAV SURF PREP FOR MRK (4")	LF	24560	No DOLLARS AND Five CENTS	.05	1,228.00
91	678	PAV SURF PREP FOR MRK (8")	LF	665	No DOLLARS AND Ten CENTS	.10	66.50
92	678	PAV SURF PREP FOR MRK (12")	LF	615	No DOLLARS AND Twenty CENTS	.20	123.00
93	678	PAV SURF PREP FOR MRK (24")	LF	260	No DOLLARS AND Twenty CENTS	.20	52.00
94	678	PAV SURF PREP FOR MRK (ARROW)	EA	4	Seven DOLLARS AND Fifty CENTS	7.50	30.00
95	678	PAV SURF PREP FOR MRK (WORD)	EA	4	Seven DOLLARS AND Fifty CENTS	7.50	30.00
96	682	BACKPLATE (12 IN) (4 SEC)	EA	2	Two hundred Ten DOLLARS AND No CENTS	210.00	420.00
97	682	VEH SIG SEC (12 IN) LED (HOUSING ONLY)	EA	8	Two hundred Fifty Five DOLLARS AND No CENTS	255.00	2,040.00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

98	682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	Two Hundred Forty Five DOLLARS AND No CENTS	245.00	490.00
99	682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2	Two Hundred Thirty DOLLARS AND No CENTS	230.00	460.00
100	682	VEH SIG SEC (12 IN) LED (RED)	EA	4	Two Hundred Thirty DOLLARS AND No CENTS	230.00	920.00
101	684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	325	Four DOLLARS AND No CENTS	4.00	1,300.00
102	684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	45	Four DOLLARS AND No CENTS	4.00	180.00
103	688	VEH LP DETECT (SAWCUT)	LF	200	Nine DOLLARS AND No CENTS	9.00	1,800.00
104	6834	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	Two Thousand DOLLARS AND No CENTS	2,000.00	12,000.00
		SUBTOTAL LAWRENCE ROAD			Two Million Four Hundred Ninety Nine Thousand Three Hundred Sixty Four Dollars & Ten Cents		2,499,364.10

		ESTHER ROAD					
105	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	2295	Four DOLLARS AND No CENTS	4.00	9,180.00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

106	162	STRAW OR HAY MULCH	SY	2295	DOLLARS AND No Thirty CENTS	.30	688.50
107	164	BROADCAST SEEDING (SPECIAL MIX)	SY	2295	DOLLARS AND No Twenty CENTS	.20	459.00
108	166	FERTILIZER	AC	0.5	DOLLARS AND Four hundred Ninety Five No CENTS	495.00	247.50
109	340	D-GR HMA (METH) TY-D SAC-B PG70-22	TON	40	DOLLARS AND Seventy Six No CENTS	76.00	3,040.00
110	400	CEM STABIL BKFL	CY	56	DOLLARS AND Thirty Five No CENTS	35.00	1,960.00
111	464	RC PIPE (CL III) (15 IN)	LF	524	DOLLARS AND Thirty Five No CENTS	35.00	18,340.00
112	760	DITCH CLEANING AND RESHAPING (FOOT)	LF	1500	DOLLARS AND Ten No CENTS	10.00	15,000.00
		SUBTOTAL ESTHER ROAD			Forty Eight Thousand Nine hundred Fifteen Dollars & No Cents		48,915.00

TOTAL BID Two Million Five Hundred Forty Eight Thousand Two Hundred Seventy Nine Thousand Dollars & Ten Cents — $2,548,279.10

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.

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be *incorporated into the project* $ 1,210,067.00

The cost of labor, profit, materials not in-place and all other charges $ 1,338,212.10

TOTAL: (Must agree with bid) $ 2,548,279.10

BID NUMBER **B111038**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for
LAWRENCE ROAD RECONSTRUCTION FROM SH 96 TO FM 2094

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

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

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

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

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

BIDDER	MAR-CON SERVICES, LLC
SIGNATURE	
PRINT NAME	Mario Ramos
TITLE	Owner
ADDRESS	1410 Preston Ave, Bldg H
CITY, STATE	Pasadena, Texas
ZIP	77503
TELEPHONE	713-473-1800
FAX NO	713-473-1811
DATE	April 28, 2011
TAX I D No	20-5302083

ADDENDUM NO. 1

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUANT	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
		LAWRENCE ROAD					
1	100	PREPARING ROW	STA	97.43	SIX HUNDRED FORTY ONE DOLLARS AND SIXTY CENTS	641.60	62,511.09
2	104	REMOVING CONC (PAV)	SY	583	ONE DOLLARS AND EIGHTY CENTS	1.80	1,049.40
3	104	REMOVING CONC (DRIVEWAYS)	SY	945	ONE DOLLARS AND EIGHTY CENTS	1.80	1,701.00
4	104	REMOVING CONC (WHEELCHAIR RAMP)	SY	65	FOUR DOLLARS AND FORTY CENTS	4.40	286.00
5	105	REMOVING STAB BASE & ASPH PAV (8"-14")	SY	22929	ONE DOLLARS AND SEVENTY CENTS	1.70	38,979.30
6	110	EXCAVATION (ROADWAY)	CY	17349	SEVEN DOLLARS AND NO CENTS	7.00	121,443.00
7	132	EMBANKMENT (FINAL)(DENS CONT) (TY C)	CY	2961	THREE DOLLARS AND FIFTY CENTS	3.50	10,363.50
8	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	23745	THREE DOLLARS AND THIRTY CENTS	3.30	78,358.50
9	162	BLOCK SODDING	SY	2168	THREE DOLLARS AND NO CENTS	3.00	6,504.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

10	162	STRAW OR HAY MULCH	SY	23745	No DOLLARS AND TWENTY CENTS	.20	4,749.00
11	164	BROADCAST SEEDING (SPECIAL MIX)	SY	23745	No DOLLARS AND TWENTY CENTS	.20	4,749.00
12	166	FERTILIZER	AC	4 91	TWO HUNDRED SEVENTY SEVEN DOLLARS AND FIFTY CENTS	277.50	1,362.53
13	260	LIME (HYD, COM OR QK) (SLURRY) 3%	TON	265	ONE HUNDRED FORTY FIVE DOLLARS AND NO CENTS	145.00	38,425.00
14	265	FLY ASH (CLASS CS) 8%	TON	706	SIXTY ONE DOLLARS AND SIXTY CENTS	61.60	43,489.60
15	265	LFA TREAT SUBGRADE (8")	SY	29405	TWO DOLLARS AND NO CENTS	2.00	58,810.00
16	360	CONC PVMT (CONT REINF-CRCP) (8")	SY	27252	FORTY FIVE DOLLARS AND NINETY CENTS	45.90	1,250,866.80
17	400	CEM STABIL BKFL	CY	2491	TWENTY TWO DOLLARS AND TWENTY CENTS	22.20	55,300.20
18	432	RIPRAP (CONC) (4 IN)	CY	9	FIVE HUNDRED NINETY ONE DOLLARS AND TEN CENTS	591.10	5,319.90
19	462	CONC BOX CULV (4FT X 2FT)	LF	184	ONE HUNDRED FIVE DOLLARS AND TEN CENTS	105.10	19,338.40
20	462	CONC BOX CULV (3FT X 2FT)	LF	280	NINETY DOLLARS AND NINETY CENTS	90.90	25,452.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

21	464	RC PIPE (CL III) (18 IN)	LF	2452	TWENTY FOUR DOLLARS AND EIGHTY CENTS	24 80	60,809 60
22	464	RC PIPE (CL III) (24 IN)	LF	2292	TWENTY EIGHT DOLLARS AND NO CENTS	28 00	64,176 00
23	464	RC PIPE (CL III) (30 IN)	LF	224	THIRTY FIVE DOLLARS AND FORTY CENTS	35 40	7,929 60
24	464	RC PIPE (CL III) (36 IN)	LF	108	FIFTY TWO DOLLARS AND FORTY CENTS	52 40	5,659 20
25	465	INLET (COMPL) (TY A)	EA	9	EIGHT HUNDRED EIGHTY FOUR DOLLARS AND FORTY CENTS	884 40	7,959 60
26	465	MANH (COMPL) (TY A)	EA	2	THIRTEEN HUNDRED EIGHTY ONE DOLLARS AND SIXTY CENTS	1,381 60	2,763 20
27	467	SET (TY II) (24")(RCP)(6:1)(P)	EA	4	SEVENTEEN HUNDRED TWENTY THREE DOLLARS AND TEN CENTS	1,723 10	6,892 40
28	467	SET (TY I)(S=4 FT)(HW=2 FT)(6 1)(P)	EA	4	TWENTY THREE HUNDRED EIGHTY THREE DOLLARS AND FORTY CENTS	2,383 40	9 533 60
29	480	CLEAN EXIST CULVS	EA	4	FOUR HUNDRED SEVENTY ONE DOLLARS AND EIGHTY CENTS	471 80	1,887 20
30	496	REMOV STR (PIPE)	LF	4254	FOUR DOLLARS AND THIRTY CENTS	4 30	18,292 20
31	496	REMOV STR (TIMBER DECK)	EA	1	FIVE HUNDRED FIFTY FIVE DOLLARS AND NO CENTS	555 00	555 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

32	500	MOBILIZATION (5% Maximum NOT including Mobilization)	LS	1	NINETY NINE HUNDRED NINETY DOLLARS AND NO CENTS	9,990.00	9,990.00
33	502	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	8	TWENTY THOUSAND THREE HUNDRED TWENTY FOUR DOLLARS AND TEN CENTS	20,324.10	162,592.80
34	506	ROCK FILTER DAMS (INSTALL)(TY2)	LF	83	TWENTY SIX DOLLARS AND SIXTY CENTS	26.60	2,207.80
35	506	ROCK FILTER DAMS (REMOVE)	LF	83	FOUR DOLLARS AND TEN CENTS	4.10	340.30
36	506	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	240	ELEVEN DOLLARS AND TEN CENTS	11.10	2,664.00
37	506	CONSTRUCTION EXITS (REMOVE)	SY	240	ONE DOLLARS AND TEN CENTS	1.10	264.00
38	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	740	ONE DOLLARS AND SEVENTY CENTS	1.70	1,258.00
39	506	BIODEGRADABLE EROSION CONTROL LOGS (18")	LF	1033	THREE DOLLARS AND FORTY CENTS	3.40	3,512.20
40	506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	740	NO DOLLARS AND SIXTY CENTS	.60	444.00
41	508	CONSTRUCTING DETOURS	SY	2290	FIFTY TWO DOLLARS AND SIXTY CENTS	52.60	120,454.00
42	512	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	200	THIRTY NINE DOLLARS AND TEN CENTS	39.10	7,820.00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

43	512	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	80	FORTY ONE DOLLARS AND FIFTY CENTS	41 50	3,320 00
44	512	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	1800	FOUR DOLLARS AND THIRTY CENTS	4 30	7,740 00
45	512	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	720	FOUR DOLLARS AND THIRTY CENTS	4.30	3,096 00
46	512	PORT CTB (REMOVE) (LOW PROF) (TY 1)	LF	200	SIX DOLLARS AND TEN CENTS	6 10	1,220 00
47	512	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	80	SIX DOLLARS AND TEN CENTS	6 10	488 00
48	529	CONC CURB (TY II)	LF	880	ONE DOLLARS AND NINETY CENTS	1.90	1,672 00
49	530	DRIVEWAYS (CONC)	SY	3939	FORTY DOLLARS AND THIRTY CENTS	40 30	158741 70
50	531	CURB RAMPS (TY 7)	EA	8	SIX HUNDRED THIRTY NINE DOLLARS AND SEVENTY CENTS	639 70	5,117 60
51	531	CONC SIDEWALK (4")	SY	13	FIFTY NINE DOLLARS AND SEVENTY CENTS	59 70	776.10
52	531	CURB RAMPS (TY 7) (MOD)	EA	2	SIX HUNDRED FIFTY DOLLARS AND EIGHTY CENTS	650 80	1,301 60
53	540	MTL W-BEAM GD FENCE (TIM POST)	LF	475	TWENTY TWO DOLLARS AND TWENTY CENTS	22 20	10,545 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

54	540	TERMINAL ANCHOR SECTION	EA	2	SEVEN HUNDRED SEVENTY SEVEN DOLLARS AND NO CENTS	777.00	1,554.00
55	542	REMOVING METAL BEAM GUARD FENCE	LF	366	THREE DOLLARS AND TWENTY CENTS	3.20	1,171.20
56	542	REMOVING TERMINAL ANCHOR SECTION	EA	4	ONE HUNDRED EIGHTY DOLLARS AND TWENTY CENTS	180.20	720.80
57	544	GUARDRAIL END TREATMENT (INSTALL)	EA	2	TWENTY THREE HUNDRED SIXTY NINE DOLLARS AND NINETY CENTS	2,369.90	4,739.80
58	560	MAILBOX INSTALL-S (TWG-POST) TY 2 FND-TB	EA	15	TWO HUNDRED TWENTY TWO DOLLARS AND NO CENTS	222.00	3,330.00
59	560	MAILBOX INSTALL-D (TWG-POST) TY 2 FND-TB	EA	3	THREE HUNDRED THIRTY THREE DOLLARS AND NO CENTS	333.00	999.00
60	560	MAILBOX INSTALL-M (TWG-POST) TY 2 FND-TB	EA	1	THREE HUNDRED THIRTY THREE DOLLARS AND NO CENTS	333.00	333.00
61	618	CONDT (PVC) (SCHD 80) (1 1/4")	LF	30	SEVENTEEN DOLLARS AND TWENTY CENTS	17.20	516.00
62	618	CONDT (PVC) (SCHD 80) (2")	LF	25	SEVENTEEN DOLLARS AND EIGHTY CENTS	17.80	445.00
63	620	ELEC CONDR (NO 14) INSULATED	LF	60	THREE DOLLARS AND THIRTY CENTS	3.30	198.00
64	624	GROUND BOX TY D (162922) W/APRON	EA	2	ONE THOUSAND SIXTY DOLLARS AND TEN CENTS	1,060.10	2,120.20

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

65	636	ALUMINUM SIGNS (TY A)	SF	238.5	TWENTY FIVE DOLLARS AND FIFTY CENTS	25 50	6,081 75
66	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	19	FOUR HUNDRED FORTY FOUR DOLLARS AND NO CENTS	444 00	8,436 00
67	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (T)	EA	4	SEVEN HUNDRED TWENTY ONE DOLLARS AND FIFTY CENTS	721 50	2,886 00
68	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (U)	EA	2	EIGHT HUNDRED THIRTY TWO DOLLARS AND FIFTY CENTS	832 50	1,665 00
69	644	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9	FOUR HUNDRED FORTY FOUR DOLLARS AND NO CENTS	444 00	3,996 00
70	644	REMOVE SM RD SN SUP & AM	EA	17	FIFTY FIVE DOLLARS AND FIFTY CENTS	55 50	943 50
71	658	INSTL DEL ASSM (D-SW) SZ1 (FLX) GF2 (BI)	EA	16	THIRTY FIVE DOLLARS AND FIFTY CENTS	35 50	568 00
72	658	INSTL OM ASSM (OM-2Y) (WC) GND	EA	2	~~FORTY FIVE~~ FORTY FIVE DOLLARS AND FIFTY CENTS	45 50	91 00
73	666	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	19210	NO DOLLARS AND THIRTY CENTS	.30	5,763 00
74	666	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	665	NO DOLLARS AND SEVENTY CENTS	.70	465 50
75	666	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	615	TWO DOLLARS AND TWENTY CENTS	2 20	1,353 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

76	666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	215	FOUR DOLLARS AND FORTY CENTS	4 40	946 00
77	666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	ONE HUNDRED ELEVEN DOLLARS AND NO CENTS	111 00	444 00
78	666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4	ONE HUNDRED ELEVEN DOLLARS AND NO CENTS	111 00	444 00
79	666	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	2040	NO DOLLARS AND THIRTY CENTS	.30	612 00
80	666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	3310	NO DOLLARS AND THIRTY CENTS	.30	993 00
81	666	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	LF	45	FOUR DOLLARS AND FORTY CENTS	4 40	198 00
82	666	PAVEMENT SEALER 4"	LF	24560	NO DOLLARS AND TEN CENTS	.10	2,456 00
83	666	PAVEMENT SEALER 8"	LF	665	NO DOLLARS AND TEN CENTS	10	66 50
84	666	PAVEMENT SEALER 12"	LF	615	NO DOLLARS AND TWENTY CENTS	.20	123 00
85	666	PAVEMENT SEALER 24"	LF	260	NO DOLLARS AND THIRTY CENTS	.30	78 00
86	666	PAVEMENT SEALER (ARROW)	EA	4	ONE DOLLARS AND TEN CENTS	1 10	4 40

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

87	666	PAVEMENT SEALER (WORD)	EA	4	ONE DOLLARS AND TEN CENTS	1 10	4 40
88	672	REFL PAV MRKR TY II-A-A	EA	244	THREE DOLLARS AND THIRTY CENTS	3 30	805 20
89	672	REFL PAV MRKR TY II-C-R	EA	68	THREE DOLLARS AND THIRTY CENTS	3 30	224 40
90	678	PAV SURF PREP FOR MRK (4")	LF	24560	NO DOLLARS AND TEN CENTS	.10	2,456 00
91	678	PAV SURF PREP FOR MRK (8")	LF	665	NO DOLLARS AND TEN CENTS	.10	66 50
92	678	PAV SURF PREP FOR MRK (12")	LF	615	NO DOLLARS AND TEN CENTS	.10	61 50
93	678	PAV SURF PREP FOR MRK (24")	LF	260	NO DOLLARS AND TEN CENTS	.10	26 00
94	678	PAV SURF PREP FOR MRK (ARROW)	EA	4	ONE DOLLARS AND TEN CENTS	1 10	4 40
95	678	PAV SURF PREP FOR MRK (WORD)	EA	4	ONE DOLLARS AND TEN CENTS	1 10	4.40
96	682	BACKPLATE (12 IN) (4 SEC)	EA	2	TWO HUNDRED EIGHTY EIGHT DOLLARS AND SIXTY CENTS	288 60	577 20
97	682	VEH SIG SEC (12 IN) LED (HOUSING ONLY)	EA	8	ONE HUNDRED NINETY NINE DOLLARS AND EIGHTY CENTS	199 80	1,598 40

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

98	682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	ONE HUNDRED SEVENTY SEVEN DOLLARS AND SIXTY CENTS	177 60	355 20
99	682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2	ONE HUNDRED SIXTY SIX DOLLARS AND FIFTY CENTS	166 50	333 00
100	682	VEH SIG SEC (12 IN) LED (RED)	EA	4	ONE HUNDRED SIXTY SIX DOLLARS AND FIFTY CENTS	166 50	666 00
101	684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	325	TWO DOLLARS AND EIGHTY CENTS	2 80	910 00
102	684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	45	TWO DOLLARS AND ~~FORTY~~ NR TWENTY CENTS	2 20	99 00
103	688	VEH LP DETECT (SAWCUT)	LF	200	TEN DOLLARS AND THIRTY CENTS	10 30	2,060 00
104	6834	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	SIX HUNDRED TEN DOLLARS AND FIFTY CENTS	610 50	3,663 00
		SUBTOTAL LAWRENCE ROAD					2,589,735.92

		ESTHER ROAD					
105	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	2295	THREE DOLLARS AND THIRTY CENTS	3 30	7,573 50

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

106	162	STRAW OR HAY MULCH	SY	2295	NO DOLLARS AND TWENTY CENTS	20	459 00
107	164	BROADCAST SEEDING (SPECIAL MIX)	SY	2295	NO DOLLARS AND TWENTY CENTS	.20	459 00
108	166	FERTILIZER	AC	0 5	TWO HUNDRED SEVENTY SEVEN DOLLARS AND FIFTY CENTS	277 50	1387 75
109	340	D-GR HMA (METH) TY-D SAC-B PG70-22	TON	40	NINETY THREE DOLLARS AND TEN CENTS	93 10	3724 00
110	400	CEM STABIL BKFL	CY	56	TWENTY TWO DOLLARS AND TWENTY CENTS	22 20	1,243 20
111	464	RC PIPE (CL III) (15 IN)	LF	524	TWENTY THREE DOLLARS AND SEVENTY CENTS	23 70	12,418 80
112	760	DITCH CLEANING AND RESHAPING (FOOT)	LF	1500	THREE DOLLARS AND FIFTY CENTS	3 50	5,250 00
		SUBTOTAL ESTHER ROAD					31,266.50
TOTAL BID							2,621,002.42

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.

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project	$ 1,190,610 03
The cost of labor, profit, materials not in-place and all other charges	$ 1,430,392 39
TOTAL. (Must agree with bid)	$ 2,621,002.42

CONTRACT AWARD

CONTRACT FOR: LAWRENCE ROAD RECONSTRUCTION FROM SH96 TO FM 2094

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: _____

Bid No: **B111038**

Contractor: MAR-CON SERVICES, LLC

The Specifications and Drawings are enumerated as follows:

Standard Specifications: **Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges; adopted by the Texas Department Of Transportation, June 2004**

Special Provisions: **To Items 1 thru 9, 100, 132, 161, 164, 166, 260, 265, 340, 360, 400, 464, 465, 500, 502, 506, 512, 540, 560, 620, 636, 672, and 682**

Special Items: **Item 6834 Portable Changeable Message Sign**

DRAWINGS: **1 Thru 228**

ADDENDA: _____

Contract Award (continued)

Sections I (Invitation to Bid; General Provisions; Instructions to Bidders; Vendor Qualification Packet), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), IV (General Terms and Conditions), V (Specifications) and VI (Plans) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents

Time of Completion: The Contractor shall complete the work within 240 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 _____

_____

Dollars and No/100 ($_____), 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 _____, 20__

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR
MAR-CON SERVICES, LLC

BY: _____
Signature - Title
MARIO RAMOS
Printed Name

7 00 2 6

BID NUMBER **B111038**

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
LAWRENCE ROAD RECONSTRUCTION FROM SH 96 TO FM 2094

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

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

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

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

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

BIDDER	HARRIS CONSTRUCTION COMPANY, LTD.
SIGNATURE	
PRINT NAME	It's General Partner GHCC LLC
TITLE	Glenn S. Harris, President
ADDRESS	6602 GUHN ROAD
CITY, STATE	HOUSTON, TX
ZIP	77040
TELEPHONE	713-690-0791
FAX NO	713-690-0797
DATE	APRIL 28, 2011
TAX I.D. No.	76-0290986

ADDENDUM NO. 1

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

ITEM NO	SPEC NO.	DESCRIPTION	UNIT	QUANT.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
		LAWRENCE ROAD					
1	100	PREPARING ROW	STA	97.43	SIX HUNDRED DOLLARS AND ZERO CENTS	600 00	58,458 00
2	104	REMOVING CONC (PAV)	SY	583	EIGHT DOLLARS AND TWENTY FIVE CENTS	8 25	4,809 75
3	104	REMOVING CONC (DRIVEWAYS)	SY	945	EIGHT DOLLARS AND TWENTY FIVE CENTS	8 25	7,796 25
4	104	REMOVING CONC (WHEELCHAIR RAMP)	SY	65	NINE DOLLARS AND FORTY CENTS	9 40	611 00
5	105	REMOVING STAB BASE & ASPH PAV (8"-14")	SY	22929	THREE DOLLARS AND FIFTY CENTS	3 50	80,251 50
6	110	EXCAVATION (ROADWAY)	CY	17349	SEVEN DOLLARS AND ZERO CENTS	7 00	121,443 00
7	132	EMBANKMENT (FINAL)(DENS CONT) (TY C)	CY	2961	SIX DOLLARS AND ZERO CENTS	6 00	17,766 00
8	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	23746	THREE DOLLARS AND SIXTY CENTS	3 60	85,482 00
9	162	BLOCK SODDING	SY	2168	THREE DOLLARS AND EIGHTY CENTS	3 80	8,238 40

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

10	162	STRAW OR HAY MULCH	SY	23745	ZERO DOLLARS AND TWENTY FIVE CENTS	0 25	5,936 25
11	164	BROADCAST SEEDING (SPECIAL MIX)	SY	23745	ZERO DOLLARS AND TWENTY FIVE CENTS	0 25	5,936 25
12	168	FERTILIZER	AC	4.91	TWO HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS	275 00	1,350 25
13	260	LIME (HYD, COM OR QK) (SLURRY) 3%	TON	285	ONE HUNDRED FIFTY FIVE DOLLARS AND ZERO CENTS	155 00	41,075 00
14	265	FLY ASH (CLASS CS) 8%	TON	706	SIXTY FIVE DOLLARS AND ZERO CENTS	65 00	45,890 00
15	265	LFA TREAT SUBGRADE (8")	SY	29405	TWO DOLLARS AND SEVENTY FIVE CENTS	2 75	80,863 75
16	360	CONC PVMT (CONT REINF CRCP) (8")	SY	27252	THIRTY NINE DOLLARS AND TWENTY FIVE CENTS	39 25	1,069,641 00
17	400	CEM STABIL BKFL	CY	2491	TWENTY NINE DOLLARS AND FIFTY CENTS	29 50	73,484 50
18	432	RIPRAP (CONC) (4 IN)	CY	9	FOUR HUNDRED TWENTY DOLLARS AND ZERO CENTS	420 00	3,780 00
19	462	CONC BOX CULV (4FT X 2FT)	LF	184	ONE HUNDRED TWENTY DOLLARS AND FIFTY FIVE CENTS	120 55	22,181 00
20	462	CONC BOX CULV (3FT X 2FT)	LF	280	ONE HUNDRED NINE DOLLARS AND ZERO CENTS	109 00	30,520 00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

21	464	RC PIPE (CL III) (18 IN)	LF	2452	FORTY DOLLARS AND SIXTY CENTS	40 60	99,551 20
22	464	RC PIPE (CL III) (24 IN)	LF	2292	FORTY FOUR DOLLARS AND ZERO CENTS	44 00	100,848 00
23	464	RC PIPE (CL III) (30 IN)	LF	224	FIFTY ONE DOLLARS AND TEN CENTS	51 10	11,446 40
24	464	RC PIPE (CL III) (36 IN)	LF	108	SIXTY THREE DOLLARS AND ZERO CENTS	63 00	6,804 00
25	465	INLET (COMPL) (TY A)	EA	9	TWO THOUSAND & TEN DOLLARS AND ZERO CENTS	2,010 00	18,090 00
26	465	MANH (COMPL) (TY A)	EA	2	TWENTY FIVE HUNDRED DOLLARS AND ZERO CENTS	2,500 00	5,000 00
27	467	SET (TY II) (24")(RCP)(6:1)(P)	EA	4	ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS	1,850 00	7,400 00
28	467	SET (TY II)(S=4 FT)(HW=2 FT)(6:1)(P)	EA	4	FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS	5,950 00	23,800 00
29	480	CLEAN EXIST CULVS	EA	4	TWO THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS	2,350 00	9,400 00
30	496	REMOV STR (PIPE)	LF	4254	ELEVEN DOLLARS AND SEVENTY FIVE CENTS	11 75	49,984 50
31	496	REMOV STR (TIMBER DECK)	EA	1	FIVE THOUSAND DOLLARS AND ZERO CENTS	5,000 00	5 000 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

32	500	MOBILIZATION (5% Maximum NOT including Mobilization)	LS	1	ONE HUNDRED FORTY TWO THOUSAND DOLLARS AND ZERO CENTS	142,000 00	142,000 00
33	502	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	8	ONE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS	1,100 00	8,800 00
34	506	ROCK FILTER DAMS (INSTALL)(TY2)	LF	83	TWENTY EIGHT DOLLARS AND ZERO CENTS	28 00	2,324 00
35	506	ROCK FILTER DAMS (REMOVE)	LF	83	FIFTEEN DOLLARS AND ZERO CENTS	15 00	1,245 00
36	506	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	240	SIXTEEN DOLLARS AND ZERO CENTS	16 00	3,840 00
37	506	CONSTRUCTION EXITS (REMOVE)	SY	240	ELEVEN DOLLARS AND ZERO CENTS	11 00	2,640 00
38	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	740	ONE DOLLARS AND SEVENTY FIVE CENTS	1 75	1,295 00
39	506	BIODEGRADABLE EROSION CONTROL LOGS (18")	LF	1033	THREE DOLLARS AND FIFTY CENTS	3 50	3,615 50
40	506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	740	ONE DOLLARS AND SEVENTY FIVE CENTS	1 75	1,295 00
41	508	CONSTRUCTING DETOURS	SY	2290	FORTY SEVEN DOLLARS AND ZERO CENTS	47 00	107,630 00
42	512	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	200	SIXTY TWO DOLLARS AND ZERO CENTS	62 00	12,400 00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

43	512	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	80	SIXTY FIVE DOLLARS AND ZERO CENTS	65 00	5,200 00
44	512	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	1800	EIGHT DOLLARS AND SEVENTY FIVE CENTS	8 75	15,750 00
45	512	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	720	EIGHT DOLLARS AND SEVENTY FIVE CENTS	8 75	6,300 00
46	512	PORT CTB (REMOVE) (LOW PROF) (TY 1)	LF	200	TWELVE DOLLARS AND ZERO CENTS	12 00	2,400 00
47	512	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	80	TWELVE DOLLARS AND ZERO CENTS	12 00	960 00
48	529	CONC CURB (TY II)	LF	880	THREE DOLLARS AND ZERO CENTS	3 00	2,640 00
49	530	DRIVEWAYS (CONC)	SY	3939	THIRTY EIGHT DOLLARS AND FIFTY CENTS	38 50	151,651 50
50	531	CURB RAMPS (TY 7)	EA	8	ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND ZERO CENTS	1,550 00	12,400 00
51	531	CONC SIDEWALK (4")	SY	13	THIRTY EIGHT DOLLARS AND FIFTY CENTS	38 50	500 50
52	531	CURB RAMPS (TY 7) (MOD)	EA	2	TWO THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS	2,250 00	4,500 00
53	540	MTL W-BEAM GD FENCE (TIM POST)	LF	475	FORTY ONE DOLLARS AND ZERO CENTS	41 00	19,475.00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

54	540	TERMINAL ANCHOR SECTION	EA	2	ONE THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS	1,175 00	2,350 00
55	542	REMOVING METAL BEAM GUARD FENCE	LF	366	EIGHT DOLLARS AND ZERO CENTS	8 00	2,928 00
56	542	REMOVING TERMINAL ANCHOR SECTION	EA	4	THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS	350 00	1,400 00
57	544	GUARDRAIL END TREATMENT (INSTALL)	EA	2	EIGHT HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS	825 00	1,650 00
58	560	MAILBOX INSTALL-S (TWG-POST) TY 2 FND-TB	EA	15	THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS	350 00	5,250 00
59	560	MAILBOX INSTALL-D (TWG-POST) TY 2 FND-TB	EA	3	FOUR HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS	425 00	1,275 00
60	560	MAILBOX INSTALL-M (TWG-POST) TY 2 FND-TB	EA	1	SIX HUNDRED FIFTY DOLLARS AND ZERO CENTS	650 00	650 00
61	618	CONDT (PVC) (SCHD 80) (1 1/4")	LF	30	THIRTY THREE DOLLARS AND ZERO CENTS	33 00	990 00
62	618	CONDT (PVC) (SCHD 80) (2")	LF	25	TWENTY DOLLARS AND ZERO CENTS	20 00	500 00
63	620	ELEC CONDR (NO. 14) INSULATED	LF	60	TWO DOLLARS AND ZERO CENTS	2 00	120 00
64	624	GROUND BOX TY D (182922) W/APRON	EA	2	ONE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS	1,400 00	2,800 00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

65	636	ALUMINUM SIGNS (TY A)	SF	238.5	TWENTY SEVEN DOLLARS AND ZERO CENTS	27 00	6,439 50
66	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	19	TWO HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS	275 00	5 225 00
67	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (T)	EA	4	TWO HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS	275 00	1,100 00
68	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (U)	EA	2	TWO HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS	275 00	550 00
69	644	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9	THREE HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS	325 00	2,925 00
70	644	REMOVE SM RD SN SUP & AM	EA	17	SIXTY THREE DOLLARS AND ZERO CENTS	63 00	1,071 00
71	658	INSTL DEL ASSM (D-SW) SZ1 (FLX) GF2 (BI)	EA	16	FIFTY DOLLARS AND ZERO CENTS	50 00	800 00
72	658	INSTL OM ASSM (OM-2Y) (WG) GND	EA	2	ONE HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS	125 00	250 00
73	666	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	19210	ZERO DOLLARS AND FIFTY CENTS	0 50	9,605 00
74	666	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	665	ONE DOLLARS AND TWENTY FIVE CENTS	1 25	831 25
75	666	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	615	THREE DOLLARS AND TWENTY FIVE CENTS	3 25	1,998 75

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

76	666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	215	SIX DOLLARS AND ZERO CENTS	6 00	1290 00
77	666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS	150 00	600 00
78	666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4	ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS	150 00	600 00
79	666	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	2040	ZERO DOLLARS AND FIFTY CENTS	0 50	1,020 00
80	666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	3310	ZERO DOLLARS AND FIFTY CENTS	0 50	1,655 00
81	666	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	LF	45	SEVEN DOLLARS AND FIFTY CENTS	7 50	337 50
82	666	PAVEMENT SEALER 4"	LF	24560	ZERO DOLLARS AND TEN CENTS	0 10	2,456 00
83	666	PAVEMENT SEALER 8"	LF	665	ZERO DOLLARS AND TWENTY CENTS	0 20	133 00
84	666	PAVEMENT SEALER 12"	LF	615	ZERO DOLLARS AND FIFTY CENTS	0 50	307 50
85	666	PAVEMENT SEALER 24"	LF	260	ZERO DOLLARS AND SEVENTY FIVE CENTS	0 75	195 00
86	666	PAVEMENT SEALER (ARROW)	EA	4	FIFTY ONE DOLLARS AND SEVENTY FIVE CENTS	51 75	207 00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

87	666	PAVEMENT SEALER (WORD)	EA	4	FIFTY THREE DOLLARS AND ZERO CENTS	53 00	212 00
88	672	REFL PAV MRKR TY II-A-A	EA	244	THREE DOLLARS AND FIFTY CENTS	3 50	854 00
89	672	REFL PAV MRKR TY II-C-R	EA	68	THREE DOLLARS AND FIFTY CENTS	3 50	238 00
90	678	PAV SURF PREP FOR MRK (4")	LF	24560	ZERO DOLLARS AND FIVE CENTS	0 05	1,228 00
91	678	PAV SURF PREP FOR MRK (8")	LF	665	ZERO DOLLARS AND FIVE CENTS	0 05	33 25
92	678	PAV SURF PREP FOR MRK (12")	LF	615	ZERO DOLLARS AND FIVE CENTS	0 05	30 75
93	678	PAV SURF PREP FOR MRK (24")	LF	260	ZERO DOLLARS AND FIFTEEN CENTS	0 15	39 00
94	678	PAV SURF PREP FOR MRK (ARROW)	EA	4	EIGHT DOLLARS AND ZERO CENTS	8 00	32 00
95	678	PAV SURF PREP FOR MRK (WORD)	EA	4	EIGHT DOLLARS AND ZERO CENTS	8 00	32 00
96	682	BACKPLATE (12 IN) (4 SEC)	EA	2	ONE HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS	175 00	350 00
97	682	VEH SIG SEC (12 IN) LED (HOUSING ONLY)	EA	8	ONE HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS	175 00	1,400 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

98	682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	ONE HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS	175 00	350 00
99	682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2	ONE HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS	175 00	350 00
100	682	VEH SIG SEC (12 IN) LED (RED)	EA	4	ONE HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS	175 00	700 00
101	684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	325	THREE DOLLARS AND TWENTY FIVE CENTS	3 25	1,056 25
102	684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	45	TWO DOLLARS AND ZERO CENTS	2 00	90 00
103	688	VEH LP DETECT (SAWCUT)	LF	200	FIFTEEN DOLLARS AND ZERO CENTS	15 00	3,000 00
104	6834	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	THREE THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS	3,200 00	19,200 00
		SUBTOTAL LAWRENCE ROAD					2,700,404 45

		ESTHER ROAD					
105	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	2295	THREE DOLLARS AND SIXTY CENTS	3 60	8,262 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

106	162	STRAW OR HAY MULCH	SY	2295	ZERO DOLLARS AND TWENTY FIVE CENTS	0 25	573 75
107	164	BROADCAST SEEDING (SPECIAL MIX)	SY	2295	ZERO DOLLARS AND TWENTY FIVE CENTS	0 25	573 75
108	166	FERTILIZER	AC	0.5	TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS	250 00	125 00
109	340	D-GR HMA (METH) TY-D SAC-B PG70-22	TON	40	NINETY DOLLARS AND ZERO CENTS	90 00	3,600 00
110	400	CEM STABIL BKFL	CY	58	TWENTY NINE DOLLARS AND FIFTY CENTS	29 50	1,652 00
111	464	RC PIPE (CL III) (15 IN)	LF	524	FORTY DOLLARS AND ZERO CENTS	40 00	20,960 00
112	760	DITCH CLEANING AND RESHAPING (FOOT)	LF	1500	FIVE DOLLARS AND SEVENTY FIVE CENTS	5 75	8,625 00
		SUBTOTAL ESTHER ROAD					44,371 50
TOTAL BID							2,744,775 95

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.

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project	$ 1,598,667 50
The cost of labor, profit, materials not in-place and all other charges	$ 1,146,108 45
TOTAL: (Must agree with bid)	$ 2,744,775 95

CONTRACT AWARD

CONTRACT FOR: LAWRENCE ROAD RECONSTRUCTION FROM SH96 TO FM 2094

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: _____

Bid No: **B111038**

Contractor: HARRIS CONSTRUCTION COMPANY, LTD

The Specifications and Drawings are enumerated as follows:

Standard Specifications: **Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges; adopted by the Texas Department Of Transportation, June 2004**

Special Provisions: **To Items 1 thru 9, 100, 132, 161, 164, 166, 260, 265, 340, 360, 400, 464, 465, 500, 502, 506, 512, 540, 560, 620, 636, 672, and 682**

Special Items: **Item 6834 Portable Changeable Message Sign**

DRAWINGS: **1 Thru 228**

ADDENDA: APRIL 21, 2011

Its General Partner GHCC LLC

Glenn S. Harris, President

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 240 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 TWO MILLION SEVEN HUNDRED FORTY FOUR THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS & NINETY FIVE CENTS Dollars and No/100 ($ 2,744,775 95), 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 _____, 20__

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR
HARRIS CONSTRUCTION COMPANY, LTD

BY: _____
Signature - Title
It's General Partner GHCC LLC

_____
Printed & Name/President
It's General Partner GHCC LLC

Glenn S. Harris, President

Lina T. Ramey
& Associates, Inc.

Engineering
Surveying
Subsurface Utility Engineering
Construction Management

ADDENDUM NO. 1

Date April 21, 2011

STATE OF TEXAS
LINSAY EARLE
104613
LICENSED
PROFESSIONAL ENGINEER
Linsay Earle
4/21/11

PROJECT: Lawrence Road Reconstruction From SH 96 to FM 2094

BID NO: B111038

BID DATE: April 21, 2011, 2:00 P M

FROM Linsay Earle, P.E.
Project Engineer
2400 Augusta Dr. St. 301
Houston, TX 77057

To **Prospective Bidders and Interested Parties**

This addendum forms a part of the bidding documents and will be incorporated into the Contract Documents, as applicable. Insofar as the original Contract documents, Specifications, and Drawings are inconsistent, this Addendum shall govern. Please acknowledge receipts of this Addendum by email to learle@ltraengineers.com or fax number 713-972-0204.

CONTRACT DOCUMENT

Replace bid proposal with attached bid proposal Note bid item number 13 (quantity changed from 7 94 ton to 265 ton) and bid item number 14 (quantity changed from 56.46 ton to 706 ton).

Bid date and time are changed from April 21, 2011 at 2:00 p.m. to April 28, 2011 at 2:45 p.m.

All corresponding construction drawings are revised accordingly

END ADDENDUM NO. 1

Linsay Earle, PE
Project Engineer

2400 Augusta Drive Suite 301 Houston, TX 77057 • Phone (713) 972-0200 • Fax (713) 972-0204

THE COUNTY OF
GALVESTON
Office of the County Engineer
722 MOODY, 1st FLOOR
GALVESTON, TX 77550
(409) 770-5554 (409) 770-5549 (281) 316-8300
FAX (409) 770-5559

Transmittal

To: **Patricia Grady**

From: Mike Fitzgerald Mike

Date: May 17, 2011

Re: Lawrence Road Reconstruction

Cc: Dwight Sullivan

On May 10, 2011 the Commissioners' Court (agenda item no 22) awarded the above referenced project

Please have the Judge sign and date all four contracts in the place indicated Please let me know when they are ready and we will pick them up and deliver them to the County Clerk for further handling

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

LAWRENCE ROAD RECONSTRUCTION FROM SH 96 TO FM 2094

STATUTORY PERFORMANCE BOND

(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No 105577894	

KNOW ALL MEN BY THESE PRESENTS, that R W Lucas Construction, LLC, 551 C Link Road, League City, Texas 77573

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County

(hereinafter called the Obligee), as Obligee, in the amount of Two Million Two Hundred Sixty Eight Thousand Thirty Four Dollars and 16/100

($2,268,034 16) 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 10 day of May 20 11, to Lawrence Road Reconstruction from SH 96 to FM 2094

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 10 day of May, 20 11

R W Lucas Construction, LLC
(Principal)

By _____
RYAN LUCAS, PRES

Travelers Casualty and Surety Company of America

By Kelly J. Brooks
Kelly J Brooks, Attorney-In-Fact

HARTFORD CONN.

STATUTORY PAYMENT BOND
(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No 105577894	

KNOW ALL MEN BY THESE PRESENTS, that R W Lucas Construction, LLC, 551 C Link Road, League City, Texas 77573

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County

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WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 10 day of May, 20 11, to Lawrence Road Reconstruction from SH 96 to FM 2094

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 10 day of May, 20 11

R W Lucas Construction, LLC
(Principal)

By _____
RYAN LUCAS, PRES.

Travelers Casualty and Surety Company of America

By _____
Kelly J. Brooks, Attorney-in-Fact

HARTFORD, CONN

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

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 003853660

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, 2011

Marie C. Tetreault Notary Public

58440-4-09 Printed in U S A

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc , 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, Kori M Johanson, 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 23rd day of August, 20 10

Kori M Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www travelersbond com Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached

Travelers

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at.

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3000
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at

Texas Department of Insurance
P.O Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53 202, Property Code, effective September 1, 2001

OP ID: LURO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/16/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hotchkiss Insurance Agency LLC
13105 NW Freeway, Suite 850
Houston, TX 77040-6312
Tye Justice, CIC

713-956-9800
713-956-0331

CONTACT NAME
PHONE (A/C, No, Ext)
FAX (A/C, No)
E-MAIL ADDRESS
PRODUCER CUSTOMER ID # LUCAS-1

INSURED
RW Lucas Construction LLC
Lucas Construction Company Inc
551 Link Rd #C
League City, TX 77573-5429

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Allied Property & Casualty	42579
INSURER B Texas Mutual Insurance Co	22945
INSURER C	
INSURER D	
INSURER E	
INSURER F	

COVERAGES CERTIFICATE NUMBER. REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC	X		ACPGLPO7232694793	07/31/10	07/31/11	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			ACPBAPC7232694793	07/31/10	07/31/11	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 $			ACPCAD7232694793	07/31/10	07/31/11	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF0001182104	07/31/10	07/31/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater Special Inc Theft			ACPCIMP7232694793 $1000 DEDUCTIBE	07/31/10	07/31/11	Lease/Ren Sched Equ	400,000 4,204,441

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Lawrence Road Reconstruction From SH96 to FM 2094
Certificate Holder is named as Additional Insured with regard to General Liability as required by written contract

CERTIFICATE HOLDER

GALVES0

Galveston County
% Rufus Crowder
Purchasing Department
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
Tye Justice, CIC

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The ACORD name and logo are registered marks of ACORD

Lina T. Ramey
& Associates, Inc.

Engineering
Surveying
Subsurface Utility Engineering
Construction Management

ADDENDUM NO. 1

Date April 21, 2011

STATE OF TEXAS
LINSAY EARLE
104613
LICENSED
PROFESSIONAL ENGINEER
Linsay Earle
4/21/11

PROJECT Lawrence Road Reconstruction From SH 96 to FM 2094

BID NO B111038

BID DATE April 21, 2011, 2 00 P M

FROM Linsay Earle, P E
Project Engineer
2400 Augusta Dr St 301
Houston, TX 77057

To **Prospective Bidders and Interested Parties**

This addendum forms a part of the bidding documents and will be incorporated into the Contract Documents, as applicable Insofar as the original Contract documents, Specifications, and Drawings are inconsistent, this Addendum shall govern Please acknowledge receipts of this Addendum by email to learle@ltraengineers com or fax number 713-972-0204

CONTRACT DOCUMENT

Replace bid proposal with attached bid proposal Note bid item number 13 (quantity changed from 7 94 ton to 265 ton) and bid item number 14 (quantity changed from 56 46 ton to 706 ton)

Bid date and time are changed from April 21, 2011 at 2 00 p m to April 28, 2011 at 2 45 p m

All corresponding construction drawings are revised accordingly

END ADDENDUM NO 1

Linsay Earle, PE
Project Engineer

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

LAWRENCE ROAD RECONSTRUCTION FROM SH 96 TO FM 2094

Prepared By:

Lina T Ramey & Associates, Inc.
2400 Augusta Drive, Suite 301
Houston, TX 77057
(713) 972-0200, (713) 972-0204 (fax)
TBPE Firm Registration No F-782

CONTENTS

SECTION	I	Invitation to Bid General Provisions Vendor Qualification Packet Instructions to Bidders
SECTION	II	Bid Proposal Contract Award
SECTION	III	Special Terms and Conditions Wage Rates & AIA Forms
SECTION	IV	General Terms and Conditions
SECTION	V	Specifications
SECTION	VI	Plans

SECTION I

Invitation to Bid

General Provisions

Vendor Qualification Packet

Instructions to Bidders

BID #: B111038
OPEN. 04/21/2011
2:00 p m.

INVITATION TO BID
LAWRENCE ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS

BID #B111038

The County of Galveston solicits bids on the following project

Contract to furnish labor, equipment, materials and incidentals as required for
Bid #B111038, Lawrence Road Reconstruction

Sealed bids in **sets of five (5), (one (1) original and four (4) copies)** will be received in the office of the County Purchasing Agent, until **2:00 PM** on **04/21/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. **Bidders are specifically advised that any bid delivered after this time will be returned unopened.**

Submitted bids will be publicly opened on **04/21/2011 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 #B111038, Lawrence Road Reconstruction

Bidder's name and return address should be on the outside of the envelope

Plans and specifications may be obtained from the office of LTRA Consulting Engineers at 2400 Augusta Dr , Suite 301, Houston, Texas 77057 Phone No 713-972-0200

A $50 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
LAWRENCE ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS

1. **BID PACKAGE**
The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package Bids must be submitted in ***sets of five (5), one (1) original and four (4) copies****, on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. **COMPETITIVENESS AND INTEGRITY**
To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted

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

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

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

An authorized person from the submitting firm must sign all bids This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications

Please carefully review this Invitation to Bid It provides specific information necessary to aid participating firms in formulating a thorough response

3 **TIME FOR RECEIVING BIDS**
Bids received prior to the submission deadline will be maintained unopened until the specified time for opening If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made The envelope will then be resealed No liability will attach to a County office or employee for the premature opening of a bid. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list

4 **BID OPENING**
The names of the bidders and the pricing will be read aloud at the bid opening Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date

GENERAL PROVISIONS
LAWRENCE ROAD RECONSTRUCTION
GALVESTON COUNTY, TEXAS

5. **REJECTION OF BIDS**
The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

6. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**
It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening Vendors are to bid as specified herein or bid an approved equal The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

7 **SUBSTITUTES**
It is not the County's intent to discriminate against any materials of equal merit to those specified, however, no substitutions are allowed for this bid unless specific instructions are included in the Special Provision section that allow alternate substitutions Should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. **EXCEPTIONS TO BID**
No exceptions to this bid are allowed unless specific instructions are included in the Special Provision section that allow exceptions to the bid conditions Otherwise, Bidders must adhere to the specifications when completing their submittals

9. **PRICING**
Bids will be either lump sum or unit prices as shown on the bid sheet The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your bid

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

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

10. **PROCUREMENT CARD PROGRAM**
The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date If your company will accept payment via credit card (Visa, MasterCard), please notate this in you bid submittal

11. **TAX EXEMPTION**
Any resultant purchase orders are issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise, and use taxes pursuant to sections 151 309 – 151 311, of the Texas Tax Code The contractor performing this contract may purchase all materials, and supplies, used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9307 in lieu of tax Any such exemption certificate issued by the Contractor in lieu of tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended As a general rule, a vendor is not required to pay state sales tax on goods purchased that are totally incorporated into or consumed by the public improvements Certificates may be issued upon request

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12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted Vendors must submit such information on each request as is required by the County Purchasing Agent The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made No more than one pass through adjustment will be permitted per year.

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by bidder guaranteeing authenticity Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid The prices proposed will be considered firm and cannot be altered after the submission deadline

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items The Commissioners' Court shall be the sole judge in the determination of these matters

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

GENERAL PROVISIONS
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The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the bid in compliance with this contract

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

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent

15. RESULTANT CONTRACT

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal

16. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth

17. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received

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

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

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

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract

18. TERMINATION FOR CONVENIENCE

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

19 FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period

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

20. ESTIMATED QUANTITIES

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

21 CONTRACTOR INVESTIGATION

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

22. NO COMMITMENT BY COUNTY OF GALVESTON

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

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23. SINGLE BID RESPONSE

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

24. REJECTION/DISQUALIFICATION OF BIDS

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes

A Failure to use the bid form(s) furnished by the County, if applicable
B Lack of signature by an authorized representative that can legally bind the company on the bid form
C Failure to properly complete the bid
D Bids that do not meet the mandatory requirements
E Evidence of collusion among bidders

25. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent

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

26. BID DISCLOSURES

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

27. PROTEST

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

28. WITHDRAWAL OF BID

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

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29. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

30. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums.

A For damages arising out of bodily injury to or death of one person in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS
B For damages arising out of bodily injury to or death of two or more persons in any one accident –
THREE HUNDRED THOUSAND AND NO/100 ($300,000.00) DOLLARS
C For any injury to or destruction of property in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

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

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

31. BID BOND

Each bidder will be required to furnish with their bid a Cashier's or Certified Check from any bank with in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston The certified check or bid bond will be returned to the unsuccessful bidder(s) and to the successful bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates

The bid bond or check will be forfeited to the County as liquidated damages should the successful bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid

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32. PERFORMANCE AND PAYMENT BOND(S)

V T C A , Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of $100,000) and a Payment Bond (for contracts in excess of $25,000), to be provided by the Contractor Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company The bond(s) will remain in full force and effect until final completion and acceptance of the work

The bond(s) are to be made payable to the County of Galveston They shall be written on forms provided by the surety for public works projects in Texas A surety licensed to do business in the state of Texas must execute the bond

Bidders should familiarize themselves with the entire provisions of V T C A , Chapter 2253 and the penalties provided for its violation before submitting their bid

33. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

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

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

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

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http //www co galveston.tx us

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

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

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It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

34. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect Any subsequent modification to this contract must be in writing, signed by both parties

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court

35. NON-COLLUSIONAFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

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

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

36. PROCUREMENT ETHICS

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

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

CODE OF ETHICS – Statement of Purchasing Policy

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

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

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

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

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

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

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

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

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

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

37. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code,

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Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

38. **NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax· (409) 770-5560

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev 1 2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston **should complete and return only the following attached forms to:**

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

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service Please check the IRS website at http://www.irs.gov/pub/irs-pdf/fw9.pdf for the latest revision of this form)

Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission)

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000 00),
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000.00), and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000 00)

This insurance shall be either on an occurrence basis or on a claims made basis Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above

Worker's Compensation Insurance:

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

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy

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

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

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

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

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here

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

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

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

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

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

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

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

Questions/Concerns:
If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371**

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

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

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

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

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www.co.galveston.tx.us

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

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

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

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 October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt or suite no)

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 Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN) However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3 For other entities, it is your employer identification number (EIN) If you do not have a number, see *How to get a TIN* on page 3

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter

Social security number

or

Employer identification number

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 28% 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

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" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line Enter the LLC's name on the "Business name" line

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business 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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc)

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, 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 chart below 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 13 Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
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 (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding medical and health care payments, attorneys' fees, 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 *www 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 items 1, 4, and 5 below indicate otherwise

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2

Signature requirements. Complete the certification as indicated in 1 through 5 below

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form

3. Real estate transactions. You must sign the certification You may cross out item 2 of the certification

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations)

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1 Individual	The individual
2 Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3 Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4 a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5 Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6 Disregarded entity not owned by an individual	The owner
7 A valid trust, estate, or pension trust	Legal entity [4]
8 Corporate or LLC electing corporate status on Form 8832	The corporation
9 Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10 Partnership or multi-member LLC	The partnership
11 A broker or registered nominee	The broker or nominee
12 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

[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 second 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. 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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes

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 personal 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 consumer gov/idtheft* or 1-877-IDTHEFT(438-4338)

Visit the IRS website at *www.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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U S possessions to carry out their tax laws We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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 Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer Certain penalties may also apply

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H B. 1491, 80th Leg, Regular Session

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176 006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176 006, Local Government Code

A person commits an offense if the person knowingly violates Section 176 006, Local Government Code An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3 **Name of local government officer with whom filer has employment or business relationship**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176 001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

INSTRUCTIONS TO BIDDERS

1 BID PACKAGE

This bid package consists of the Invitation to Bid, the Instructions to Bidders, the bid proposal, the unexecuted Notice of Contract Award, the Special and General Terms and Conditions, any drawings and specifications, and any addenda which the County may issue prior to receipt of bids.

2. REVIEW

Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bidding procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contact the successful bidder will execute with the County

3. PRE-BID MODIFICATIONS

Any modification to any portion of this bid packet will be in writing in the form of addenda All addenda will be mailed to all holders of plans and specifications at least three (3) days prior to the date of opening bids Bidders should inquire whether addenda have been issued inasmuch as Bidders shall be bound by such addenda whether or not received

4 BID FORMS

All bids must be submitted on forms furnished by County

5 TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for bid opening If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the

envelope for the sole purpose of identifying the Bid Number for which the submission was made The envelope will then be resealed No liability will attach to a County officer or employee for the premature opening of a bid

6 **TERM**

The term of the contract will begin on the date of execution by the County and will terminate on the date specified in the document entitled "Contract Award"

7. **AWARD OF BID**

The award will be to the responsive, responsible bidder(s) who submits the lowest and best bid Criteria utilized for determining responsibility of bidder(s) includes, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

8 **SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the Bidder desire to use any substitutions, prior written approval shall be obtained from the County sufficiently in advance in order that an addendum might be issued.

9 **REJECTION OF BIDS**

The County, acting through its County Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any Bidder determined to be not responsible

10 **BID BOND**

Each Bidder will be required to furnish with his bid a Cashier's or Certified Check from any bank in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston The certified check or Bid Bond will be returned to the unsuccessful Bidder(s) and to the successful Bidder on the completion of execution of all contract documents and the furnishing of any necessary payment and

performance bonds and insurance certificates.

The bid bond or check will be forfeited to the County as liquidated damages should the successful Bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid.

11. **PERFORMANCE AND PAYMENT BOND**

V T C.A , Government Code Chapter 2253, requires a Performance Bond (for contracts in excess of $100,000) and a Payment Bond (for contracts in excess of $25,000), be provided by the Contractor. Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company The bond(s) will remain in full force and effect until final completion and acceptance of the work

The bond(s) are to be made payable to the County of Galveston They shall be written on forms provided by the surety for public works projects in Texas. They shall also be executed by a surety and licensed to do business in Texas.

Bidders should familiarize themselves with the entire provisions of V.T C A ,

Chapter 2253 and the penalties provided for its violations before submitting their bid

12 **CONTRACT**

The contract shall become effective upon the Commissioners' Court's execution of same The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work

13 **TAX EXEMPTION**

This contract is issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise and use taxes pursuant to Section 151 309, Texas Tax Code

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9 07 in lieu of the tax Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended

SECTION II

Bid Proposal

Contract Award

COPY

BID NUMBER B111038

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
LAWRENCE ROAD RECONSTRUCTION FROM SH 96 TO FM 2094

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

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

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

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

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

BIDDER	RW Lucas Construction, LLC
SIGNATURE	
PRINT NAME	Ryan Lucas
TITLE	President
ADDRESS	551 C League City Parkway
CITY, STATE	League City, Texas
ZIP	77573
TELEPHONE	281-316-9990
FAX NO	281-316-6087
DATE	April 28, 2011
TAX I.D. No.	27-3076189

ADDENDUM NO. 1

0v0

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANT.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
		LAWRENCE ROAD					
1	100	PREPARING ROW	STA	97.41	Two hundred DOLLARS AND no CENTS	$200.00	$19,486 00
2	104	REMOVING CONC (PAV)	SY	583	Four DOLLARS AND no CENTS	$4 00	$2,332.00
3	104	REMOVING CONC (DRIVEWAYS)	SY	945	Three DOLLARS AND no CENTS	$3 00	$2,835 00
4	104	REMOVING CONC (WHEELCHAIR RAMP)	SY	65	Four DOLLARS AND no CENTS	$4.00	$260 00
5	105	REMOVING STAB BASE & ASP'H PAV (8"-14")	SY	22929	One DOLLARS AND seventy four CENTS	$1 74	$39,896.46
6	110	EXCAVATION (ROADWAY)	CY	17549	Seven DOLLARS AND fifty CENTS	$7.50	$130,117.50
7	122	EMBANKMENT (FINAL)(DENS CONT) (TY C)	CY	2961	Ten DOLLARS AND no CENTS	$10 00	$29,610.00
8	161	COMPOST MANUF TOPSOIL (BTP) (4")	SY	23745	One DOLLARS AND no CENTS	$1.00	$23,745 00
9	162	BLOCK SODDING	SY	2168	Two DOLLARS AND sixty CENTS	$2.60	$5,636 80

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

10	152	STRAW OR HAY MULCH	SY	23745	Zero DOLLARS AND twelve CENTS	$0 12	$2,849.40
11	154	BROADCAST SEEDING (SPECIAL MIX)	SY	23745	Zero DOLLARS AND twenty CENTS	$0.20	$4,749 00
12	156	FERTILIZER	AC	4.91	Four hundred sixty DOLLARS AND no CENTS	$460.00	$2,258.60
13	250	LIME (HYD, COM OR QK) (SLURRY) 3%	TON	265	One hundred sixty DOLLARS AND no CENTS	$160.00	$42,400.00
14	265	FLY ASH (CLASS CS) 8%	TON	706	One hundred DOLLARS AND no CENTS	$100 00	$70,600 00
15	265	LFA TREAT SUBGRADE (6")	SY	29405	Two DOLLARS AND no CENTS	$2.00	$58,810.00
16	360	CONC PVMT (CONT REINF-CROP) (8")	SY	27252	Thirty four DOLLARS AND eighty CENTS	$34 80	$948,369.60
17	400	GEM STABIL BKFL	CY	2499	Twenty six DOLLARS AND no CENTS	$26 00	$64,,766 00
18	432	RIPRAP (CONC) (4 IN)	CY	9	Two hundred sixty DOLLARS AND no CENTS	$260 00	$2,340.00
19	462	CONC BOX CULV (4FT X 2FT)	LF	184	One hundred seven DOLLARS AND no CENTS	$107.00	$19,688.00
20	462	CONC BOX CULV (3FT X 2FT)	LF	280	One hundred one DOLLARS AND no CENTS	$101.00	$28,280 00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

21	464	RC PIPE (CL III) (18 IN)	LF	2452	Thirty three DOLLARS AND no CENTS	$33.00	$80,916.00
22	464	RC PIPE (CL III) (24 IN)	LF	2292	Thirty six DOLLARS AND no CENTS	$36 00	$82,512 00
23	464	RC PIPE (CL III) (30 IN)	LF	224	Forty four DOLLARS AND no CENTS	$44.00	$9,856 00
24	464	RC PIPE (CL III) (36 IN)	LF	108	Fifty five DOLLARS AND no CENTS	$55.00	$5,940 00
25	465	INLET (COMPL) (TY A)	EA	9	One thousand two hundred DOLLARS AND no CENTS	$1,200.00	$10,800.00
26	465	MANH (COMPL) (TY A)	EA	2	One thousand nine hundred fifty DOLLARS AND no CENTS	$1,950 00	$3,900 00
27	467	SET (TY II) (24")(RCP)(6:1)(P)	EA	4	One thousand three hundred twenty six DOLLARS AND no CENTS	$1,326.00	$5,304 00
28	467	SET (TY II)(S=4 FT)(HW=2 FT)(6:1)(P)	EA	4	Three thousand four hundred DOLLARS AND no CENTS	$3,400.00	$13,600 00
29	480	CLEAN EXIST CULVS	EA	4	Seven hundred DOLLARS AND no CENTS	$700 00	$2,800 00
30	496	REMOV STR (PIPE)	LF	4254	Eight DOLLARS AND fifty CENTS	$8.50	$36,159.00
31	496	REMOV STR (TIMBER DECK)	EA	1	One thousand DOLLARS AND no CENTS	$1,000 00	$1,000 00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

32	500	MOBILIZATION (5% Maximum NOT including Mobilization)	LS	1	Ninety seven thousand DOLLARS AND no CENTS	$97,000 00	$97,000.00
33	502	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	8	Four thousand DOLLARS AND no CENTS	$4,000.00	$32,000 00
34	506	ROCK FILTER DAMS (INSTALL)(TY2)	LF	83	Twenty six DOLLARS AND no CENTS	$26 00	$2,158 00
35	506	ROCK FILTER DAMS (REMOVE)	LF	83	Fifteen DOLLARS AND no CENTS	$15.00	$1,245 00
36	506	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	240	Twenty DOLLARS AND no CENTS	$20 00	$4,800.00
37	506	CONSTRUCTION EXITS (REMOVE)	SY	240	Ten DOLLARS AND no CENTS	$10.00	$2,400.00
38	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	740	One DOLLARS AND twenty six CENTS	$1.26	$932 40
39	506	BIODEGRADABLE EROSION CONTROL LOGS (18")	LF	1033	Three DOLLARS AND fifty CENTS	$3 50	$3,615.50
40	506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	740	Zero DOLLARS AND twenty six CENTS	$0.26	$192.40
41	508	CONSTRUCTING DETOURS	SY	2290	Twenty six DOLLARS AND no CENTS	$26.00	$59,540.00
42	512	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	200	Twenty DOLLARS AND no CENTS	$20.00	$4,000 00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

43	512	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	80	Forty DOLLARS AND no CENTS	$40.00	$3,200 00
44	512	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	1800	Ten DOLLARS AND no CENTS	$10.00	$18,000.00
45	512	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	720	Ten DOLLARS AND no CENTS	$10.00	$7,200 00
46	512	PORT CTB (REMOVE) (LOW PROF) (TY 1)	LF	200	Fifteen DOLLARS AND no CENTS	$15 00	$3,000 00
47	512	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	80	Fifteen DOLLARS AND no CENTS	$15.00	$1,200.00
48	529	CONC CURB (TY II)	LF	880	Three DOLLARS AND no CENTS	$3 00	$2,640.00
49	530	DRIVEWAYS (CONC)	SY	3939	Thirty six DOLLARS AND no CENTS	$36 00	$141,804.00
50	531	CURB RAMPS (TY 7)	EA	8	Six hundred DOLLARS AND no CENTS	$600 00	$4,800.00
51	531	CONC SIDEWALK (4")	SY	13	Thirty five DOLLARS AND no CENTS	$35.00	$455 00
52	531	CURB RAMPS (TY 7) (MOD)	EA	2	Seven hundred DOLLARS AND no CENTS	$700.00	$1,400.00
53	540	MTL W-BEAM GD FENCE (TIM POST)	LF	475	Twenty two DOLLARS AND no CENTS	$22 00	$10,450 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

54	540	TERMINAL ANCHOR SECTION	EA	2	One thousand fifty DOLLARS AND no CENTS	$1,050.00	$2,100 00
55	542	REMOVING METAL BEAM GUARD FENCE	LF	366	Two DOLLARS AND sixty CENTS	$2 60	$951 60
56	542	REMOVING TERMINAL ANCHOR SECTION	EA	4	Two hundred sixty DOLLARS AND no CENTS	$260 00	$1,040 00
57	544	GUARDRAIL END TREATMENT (INSTALL)	EA	2	Two thousand two hundred DOLLARS AND no CENTS	$2,200.00	$4,400.00
58	560	MAILBOX INSTALL-S (TWG-POST) TY 2 FND-TB	EA	15	One hundred fifty DOLLARS AND no CENTS	$150 00	$2,250 00
59	560	MAILBOX INSTALL-D (TWG-POST) TY 2 FND-TB	EA	3	Two hundred DOLLARS AND no CENTS	$200 00	$600 00
60	560	MAILBOX INSTALL-M (TWG-POST) TY 2 FND-TB	EA	1	Two hundred fifty DOLLARS AND no CENTS	$250 00	$250.00
61	618	CONDT (PVC) (SCHD 80) (1 1/4")	LF	30	Sixteen DOLLARS AND no CENTS	$16.00	$480.00
62	618	CONDT (PVC) (SCHD 80) (2")	LF	25	Sixteen DOLLARS AND no CENTS	$16 00	$400.00
63	620	ELEC CONDR (NO. 14) INSULATED	LF	60	Three DOLLARS AND no CENTS	$3.00	$180.00
64	624	GROUND BOX TY D (162922) W/APRON	EA	2	Nine hundred fifty five DOLLARS AND no CENTS	$955.00	$1,910.00

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

65	636	ALUMINUM SIGNS (TY A)	SF	238.5	Thirty DOLLARS AND no CENTS	$30.00	$7,155 00
66	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	19	Four hundred seventy five DOLLARS AND no CENTS	$475.00	$9,025 00
67	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (T)	EA	4	Five hundred five DOLLARS AND no CENTS	$505.00	$2,020.00
68	644	INS SM RD SN SUP&AM TY 10BWG (1) SA (U)	EA	2	Five hundred fifteen DOLLARS AND no CENTS	$515 00	$1,030 00
69	644	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9	One hundred seventy five DOLLARS AND no CENTS	$175.00	$1,575 00
70	644	REMOVE SM RD SN SUP & AM	EA	17	Seventy five DOLLARS AND no CENTS	$75 00	$1,275.00
71	658	INSTL DEL ASSM (D-SW) SZ1 (FLX) GF2 (BI)	EA	16	Forty DOLLARS AND no CENTS	$40 00	$640.00
72	658	INSTL OM ASSM (OM-2Y) (WC) GND	EA	2	Fifty DOLLARS AND no CENTS	$50 00	$100.00
73	666	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	19210	Zero DOLLARS AND thirty CENTS	$0 30	$5,763.00
74	666	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	665	Zero DOLLARS AND sixty five CENTS	$0.65	$432 25
75	666	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	615	One DOLLARS AND seventy five CENTS	$1.75	$1,076.25

BID FORM

LAWRENCE ROAD RECONSTRUCTION

BASE BID

76	666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	215	Three DOLLARS AND seventy five CENTS	$3 75	$806.25
77	666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4	Eighty DOLLARS AND no CENTS	$80.00	$320 00
78	666	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4	Eighty five DOLLARS AND no CENTS	$85.00	$340 00
79	666	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	2040	Zero DOLLARS AND thirty CENTS	$0 30	$612 00
80	666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	3310	Zero DOLLARS AND thirty CENTS	$0.30	$993.00
81	666	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	LF	45	Three DOLLARS AND seventy five CENTS	$3 75	$168.75
82	666	PAVEMENT SEALER 4"	LF	24560	Zero DOLLARS AND ten CENTS	$0 10	$2,456 00
83	666	PAVEMENT SEALER 8"	LF	665	Zero DOLLARS AND twenty CENTS	$0.20	$133 00
84	666	PAVEMENT SEALER 12"	LF	615	Zero DOLLARS AND fifty CENTS	$0.50	$307.50
85	666	PAVEMENT SEALER 24"	LF	260	One DOLLARS AND no CENTS	$1.00	$260 00
86	666	PAVEMENT SEALER (ARROW)	EA	4	Five DOLLARS AND no CENTS	$5.00	$20 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

87	666	PAVEMENT SEALER (WORD)	EA	4	Five DOLLARS AND no CENTS	$5.00	$20 00
88	672	REFL PAV MRKR TY II-A-A	EA	244	Three DOLLARS AND fifty CENTS	$3 50	$854.00
89	672	REFL PAV MRKR TY II-C-R	EA	68	Three DOLLARS AND fifty CENTS	$3.50	$238 00
90	678	PAV SURF PREP FOR MRK (4")	LF	24560	Zero DOLLARS AND five CENTS	$0 05	$1,228 00
91	678	PAV SURF PREP FOR MRK (8")	LF	665	Zero DOLLARS AND ten CENTS	$0 10	$66 50
92	678	PAV SURF PREP FOR MRK (12")	LF	615	Zero DOLLARS AND twenty CENTS	$0.20	$123.00
93	678	PAV SURF PREP FOR MRK (24")	LF	260	Zero DOLLARS AND forty CENTS	$0 40	$104 00
94	678	PAV SURF PREP FOR MRK (ARROW)	EA	4	One DOLLARS AND no CENTS	$1 00	$4 00
95	678	PAV SURF PREP FOR MRK (WORD)	EA	4	One DOLLARS AND no CENTS	$1.00	$4 00
96	682	BACKPLATE (12 IN) (4 SEC)	EA	2	Two hundred sixty DOLLARS AND no CENTS	$260.00	$520.00
97	682	VEH SIG SEC (12 IN) LED (HOUSING ONLY)	EA	8	One hundred eighty DOLLARS AND no CENTS	$180 00	$1,440 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

98	682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	One hundred sixty DOLLARS AND no CENTS	$160.00	$320 00
99	682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2	One hundred fifty DOLLARS AND no CENTS	$150.00	$300.00
100	682	VEH SIG SEC (12 IN) LED (RED)	EA	4	One hundred fifty DOLLARS AND no CENTS	$150 00	$600.00
101	684	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	325	Two DOLLARS AND sixty CENTS	$2.60	$845 00
102	684	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	45	Two DOLLARS AND no CENTS	$2 00	$90 00
103	688	VEH LP DETECT (SAWCUT)	LF	200	Ten DOLLARS AND no CENTS	$10.00	$2,000 00
104	6834	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	Two thousand six hundred DOLLARS AND no CENTS	$2,600.00	$15,600.00
		SUBTOTAL LAWRENCE ROAD					$2,229,274.76

		ESTHER ROAD					
105	161	COMPOST MANUF TOPSOIL (BIP) (4")	SY	2295	One DOLLARS AND no CENTS	$1.00	$2,295 00

BID FORM
LAWRENCE ROAD RECONSTRUCTION

BASE BID

106	162	STRAW OR HAY MULCH	SY	2295	Zero DOLLARS AND twelve CENTS	$0 12	$275 40
107	164	BROADCAST SEEDING (SPECIAL MIX)	SY	2295	Zero DOLLARS AND twenty CENTS	$0.20	$459.00
108	166	FERTILIZER	AC	0.5	Four hundred sixty DOLLARS AND no CENTS	$460 00	$230 00
109	340	D-GR HMA (METH) TY-D SAC-B PG70-22	TON	40	Two hundred ninety five DOLLARS AND no CENTS	$295 00	$11,800 00
110	400	CEM STABIL BKFL	CY	56	Twenty six DOLLARS AND no CENTS	$26.00	$1,456 00
111	464	RC PIPE (CL III) (15 IN)	LF	524	Thirty one DOLLARS AND no CENTS	$31 00	$16,244 00
112	760	DITCH CLEANING AND RESHAPING (FOOT)	LF	1500	Four DOLLARS AND no CENTS	$4 00	$6,000.00
		SUBTOTAL ESTHER ROAD					$38,759 40
TOTAL BID						$2,268,034 16	

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.

State of Texas Tax Statement of Materials and other charges:

The cost of in-place materials to be incorporated into the project	$ 1,337,084.16
The cost of labor, profit, materials not in-place and all other charges	$ 930,950.00
TOTAL: (Must agree with bid)	$ 2,268,034.16

RL

CONTRACT AWARD

CONTRACT FOR: LAWRENCE ROAD RECONSTRUCTION FROM SH96 TO FM 2094

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. 1075

Bid No **B111038**

Contractor. **R W Lucas Construction, LLC**

The Specifications and Drawings are enumerated as follows:

Standard Specifications **Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges; adopted by the Texas Department Of Transportation, June 2004**

Special Provisions: **To Items 1 thru 9, 100, 132, 161, 164, 166, 260, 265, 340, 360, 400, 464, 465, 500, 502, 506, 512, 540, 560, 620, 636, 672, and 682**

Special Items: **Item 6834 Portable Changeable Message Sign**

DRAWINGS **1 Thru 228**
ADDENDA **Addendum No. 1**

Contract Award (continued)

Sections I (Invitation to Bid; General Provisions; Instructions to Bidders; Vendor Qualification Packet), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), IV (General Terms and Conditions), V (Specifications) and VI (Plans) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion The Contractor shall complete the work within 240 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 ***TWO MILLION TWO HUNDRED SIXTY EIGHT THOUSAND THIRTY FOUR DOLLARS AND SIXTEEN CENTS***
Dollars and No/100 ($ ***2,268,034.16***), 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 May 10, 2011

EXECUTED this 18 day of May, 2011

COUNTY OF GALVESTON, TEXAS

BY: Mark Henry
MARK HENRY, County Judge

ATTEST
Dwight A. Sullivan
DWIGHT SULLIVAN, County Clerk

CONTRACTOR
R W LUCAS CONSTRUCTION LLC

BY: PRES.
Signature - Title
RYAN LUCAS
Printed Name

SECTION III

Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: LAWRENCE ROAD RECONSTRUCTION FROM SH 96 TO FM 2094

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:

Reconstruct 1.85 miles of Lawrence Road from SH 96 to FM 2094. The existing facility is a two-lane rural undivided asphalt pavement facility with open ditch drainage. The proposed improvements will provide a two-lane undivided concrete pavement facility with open ditch drainage and will include left-turn lanes on Lawrence Road at the intersections of SH 96, FM 518, and FM 2094. There will also be a left-turn lane included at the Summerbrooke Resort Apartment between FM 518 and FM 2094. This project also includes re-grading the ditches and replacing driveway culverts along Esther Road between Lawrence Road and Vivian Street.

The construction will consist of grading, drainage structures, concrete pavement, lime treated subgrade, signing and pavement markings and related miscellaneous work.

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 123 Rosenberg, Suite 4157, Galveston, Texas 77550
Telephone No.. (409) 770-5549

GENERAL

Before approval of 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 (if applicable)

The Contractor will be required to make submittals on all materials for pre-delivery approval

All advance warning signs to be set two weeks prior to the start of construction activities and to remain in place until all construction activities are complete and accepted by Galveston County

For this project the contractor will furnish and maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction. These barricades and warning signs shall be constructed and placed in accordance with the barricades and construction standards, latest Texas MUTCD, and typical construction layouts, or as directed by the Engineer.

The Contractor shall be responsible for controlling excess dust and loose rocks produced by the work The Contractor shall use methods which are reasonable and practical to control these problems

MATERIAL STORAGE

Mixing of materials, storing of materials, storing of equipment, or repairing of equipment on top of pavement or bridge decks will not be permitted unless specifically authorized by the ENGINEER Permission will be granted to store materials on subject surfaces if no damage or discoloration will result

MATERIAL HAULING

Hauling of materials will not be paid for directly, but shall be considered as subsidiary work pertaining to the respective bid items Haul routes for full and empty loads shall be restricted to State Highways Hauling of equipment is also restricted to State Highways

VERTICAL AND HORIZONTAL CONTROL

Vertical and horizontal control points will be provided by Galveston County All construction surveying and staking will be done by the contractor

MATERIALS TESTING

Galveston County will pay for and conduct materials testing for the County's benefit and use in determining whether to accept or reject the materials or finished products Contractor is responsible for assuring all materials and finished products comply with the Drawings and Specifications. Test results from the County's testing will be made available to Contractor

SUSPENSION OF WORK

In case of suspension of work for any cause, the contractor shall be responsible for the preservation of all materials. He shall provide suitable drainage of the roadway and shall erect temporary structures where required The contractor shall maintain the roadway in good and passable condition until final acceptance

ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY CONSTRUCTION NOISE

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor

All equipment associated with the work shall be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc , shall not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use

WORKING HOURS

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7:00 P M and 6 00 A.M. of the following day

LIQUIDATED DAMAGES

Liquidated damages in the amount of One Thousand dollars ($1,000) 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 240 calendar days from the date of the Notice to Proceed

PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY

An effort to determine all pipelines and utilities which may impact the project has been made All known pipelines and utilities have been approximately located and shown on the plans The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner

BUILDER'S RISK INSURANCE

Builder's Risk Insurance and Professional Liability Insurance will not be required for this project.

EXPERIENCE

All bidders must have done a like project within the last two years.

EXCESS, WASTE MATERIAL AND DEBRIS

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site. No separate payment shall be made for same

LABOR AND EQUIPMENT

All labor and equipment furnished by the contractor will be considered subsidiary to the various bid items and will not be paid for directly

FIELD OFFICE

For this project the Contractor will not have to provide a field office.

INCIDENTALS

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

FLAGMEN

During certain phases of construction flagmen will be required to direct and control traffic This work will not be paid for directly, but shall be considered incidental to Item 502, "Barricades, Signs and Traffic Handling"

SPECIAL REQUIREMENTS:

1) The attached schedule of wages per hour for this Contract follows

Lawrence Wage Rates

General Decision Number: TX100046 03/12/2010 TX46

Superseded General Decision Number: TX20080046

State: Texas

Construction Types: Highway

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

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

Modification Number	Publication Date
0	03/12/2010

SUTX2005-005 11/09/2004

	Rates	Fringes
Asphalt Distributor Operator...	$ 10.94	0.00
Asphalt paving machine operator	$ 12.01	0.00
Asphalt Raker.....	$ 11.13	0.00
Asphalt Shoveler.....	$ 9.14	0.00
Broom or Sweeper Operator.....	$ 11.19	0.00
Bulldozer operator	$ 11.81	0.00
Carpenter, Rough.....	$ 12.49	0.00
Concrete Finisher, Paving.....	$ 11.38	0.00
Concrete Finisher, Structures..	$ 10.80	0.00
Concrete Paving Curbing Machine Operator.....	$ 10.00	0.00
Concrete Paving Finishing Machine Operator.....	$ 13.07	0.00
Concrete Paving Joint Sealer Operator.....	$ 11.00	0.00
Concrete Paving Saw Operator...	$ 12.75	0.00
Concrete Paving Spreader Operator.....	$ 10 44	0.00
Concrete Rubber.....	$ 9.00	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	$ 12.71	0.00
Crusher and Screed Plant Operator.....	$ 11.29	0.00
Electrician.....	$ 21.79	0.00
Flagger.....	$ 9.42	0.00
Form Builder/Setter, Structures	$ 10.50	0.00
Form Liner, Paving & Curb.....	$ 11.75	0.00
Form Setter, Paving & Curb.....	$ 10.51	0.00
Foundation Drill Operator, Crawler Mounted.....	$ 15.00	0.00
Foundation Drill Operator, Truck Mounted.....	$ 12.73	0.00
Front End Loader Operator.....	$ 10.65	0.00
Laborer, common.....	$ 9.15	0 00
Laborer, Utility..... ...	$ 9.81	0.00

	Lawrence Wage Rates	
Manhole Builder	$ 9.00	0.00
Mechanic	$ 13.72	0.00
Milling Machine Operator, Fine Grade	$ 13.17	0.00
Mixer operator	$ 10.33	0.00
Motor Grader Operator, Rough	$ 13.13	0.00
Motor Grader Operator	$ 11.67	0.00
Oiler	$ 12.12	0.00
Painter, Structures	$ 15.54	0.00
Pavement Marking Machine Operator	$ 8.18	0.00
Piledriverman	$ 12.22	0.00
Pipelayer	$ 9.49	0.00
Reinforcing Steel Setter, Paving	$ 15.14	0.00
Reinforcing Steel Setter, Structure	$ 13.87	0.00
Roller Operator, Pneumatic, Self-Propelled	$ 9.91	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	$ 10.43	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	$ 11.07	0.00
Scraper Operator	$ 9.92	0.00
Servicer	$ 10.96	0.00
Sign Installer (PGM)	$ 8.54	0.00
Slip Form Machine Operator	$ 11.07	0.00
Spreader Box operator	$ 11.12	0.00
Structural Steel Worker	$ 12.13	0.00
Tractor operator, Crawler Type	$ 13.00	0.00
Tractor operator, Pneumatic	$ 10.07	0.00
Traveling Mixer Operator	$ 11.00	0.00
Truck driver, lowboy-Float	$ 13.16	0.00
Truck driver, Single Axle, Heavy	$ 10.65	0.00
Truck driver, Single Axle, Light	$ 10.07	0.00
Truck Driver, Tandem Axle, Semi-Trailer	$ 10.25	0.00
Work Zone Barricade Servicer	$ 9.94	0.00

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT:
(name, address)

State of.

County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception)

SUPPORTING DOCUMENTS ATTACHED HERETO.

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.
   Indicate attachment. (yes) (no).

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

CONTRACTOR

Address.

BY

Subscribed and sworn to before me this

day of 19

Notary Public:

My Commission Expires:

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT:
(name, address)

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA 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 19

Notary Public:

My Commission Expires

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CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT:
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this day of 19 .

Surety Company

Signature of Authorized Representative

Attest:
(Seal)

Title

NOTE. This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

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CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

AIA DOCUMENT G707A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT:
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, th
(here insert name and address of Surety as it appears in the bond).

, SURET'

on bond of (here insert name and address of Contractor as it appears in the bond)

, CONTRACTOF

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Suret of any of its obligations to (here insert name and address of Owner)

, OWNE'

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this day of 19

Surety

Signature of Authorized Representative

Attest:
(Seal):

Title

SECTION IV

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1 COUNTY AS OWNER

The word "County" in this contract refers to the County of Galveston

2 CONTRACTOR

The word "Contractor" refers to the person or entity agreeing to perform the work in this contract

3. PROGRAM ADMINISTRATOR

The term "Program Administrator" refers to the person designated by County to act on its behalf in administering this contract

4 STATUS OF CONTRACTOR

The Contractor shall at all times be considered to be an independent contractor, and will not hold itself or its employees out to be employees or agents of the County of Galveston

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress

5 ASSIGNMENT AND SUBLETTING

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County The Contractor further agrees that the subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract

6 EQUAL OPPORTUNITY

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination

7. **CONTRACT**

This contract consists of the following documents, Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award, Special Terms and Conditions (including specifications, drawings and addenda), General Terms and Conditions, and any other documents referenced herein or attached hereto for the work Collectively these documents may also be referred to as the Plans and Specifications

8 **DISCREPANCIES AND OMISSIONS**

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Program Administrator shall define which is intended to apply to the work. Such definition shall be final and binding on Contractor

9. **COLLATERAL CONTRACT**

The County reserves the rights to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract

10 **TIME**

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award.

The time for completion will begin to run on the day after the issuance of a notice to proceed by the Program Administrator The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed Failure to timely commence operations may be deemed by the County to be a default The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site by the Program Administrator.

11 **TIME AND ORDER OF COMPLETION**

The Contractor will commence work within ten (10) working days after the issuance of the notice to proceed and will substantially complete it within the time specified in the Contract Award.

By the term "substantially completed" is meant that work shall be fully completed with the exception of minor miscellaneous work and adjustment.

12 **EXTENSION OF TIME**

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay The amount of the extension will be determined by the Program Administrator.

13 **LOSSES FROM NATURAL CAUSES**

All damage to the work from the action of the elements, or from any unforeseen circumstances in the prosecution of the work shall be repaired by the Contractor at his own cost

14 **KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE**

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times.

15. **PERFORMANCE OF WORK**

All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workers

16 **STORAGE AND CLEANUP**

The County does not assume responsibility for any materials, tools, or equipment stored on or about the worksite. The worksite shall be cleared of debris by the Contractor continuously through the progress of the work and also upon final completion of the work

17. **WORKING HOURS**

Contractor may perform work twenty four hours a day, seven days a week, unless otherwise restricted by the Special Conditions of this contract.

18 **WORKSITE SECURITY**

Contractor shall maintain the security of the worksite and shall restrict access to the site to the following.

a) its employees,
b) employees of subcontractors,
c) representatives of manufacturers whose goods are utilized in the work and are called to the site by either the Contractor or the Program Administrator; and
d) agents and/or employees of the County

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause.

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously effected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

19 **ALCOHOL/DRUG FREE WORKPLACE**

The County is committed to maintaining an alcohol and drug free workplace Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this Contract is prohibited Violation of this requirement shall constitute grounds for immediate termination of the contract

20 **LABOR**

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost.

Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color or national origin Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination

clause

In the event of Contractor's non-compliance with the non-discrimination clause of this contract, the contract entered into may be canceled in whole or in part

21 **WAGE RATES**

This Contract is a Public Works Contract governed by V T C.A., Government Code, Chapter 2258. That Act requires Contractor to pay workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing rate of per diem wages for legal holiday and overtime work

Prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U S C Section 276a et seq) are used in this contract and are incorporated and made a part hereof.

In the event other crafts or types of workers are required than are listed therein, such workers shall be paid at a rate not less than the prevailing rate for similar workers in the Galveston County area.

Contractor acknowledges that

A) Pursuant to V T C A , Government Code §2258 022, a violation of the obligation to pay workers the prevailing wages shall result in Contractor paying the County the amount of $60 00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract, and

B) Contractors and Subcontractors shall be required to keep a record showing the name and occupation of each worker employed by Contractor or Subcontractor in the construction of the work called for in the contract and the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of the County

Contractor represents it has read this law and the penalties provided prior to entering into this agreement

22 **UTILITIES**

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor

23. **PARKING**

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County

24. **FIRE AND SAFETY**

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site

25 **CONTRACTOR'S BUILDINGS**

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the Program Administrator shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the Program Administrator

26 **INSURANCE**

Contractor shall obtain and pay for insurance set forth below prior to commencing work, and shall file with the Program Administrator certificates or copies of policies for approval and as proof of coverage

1) Workmen's Compensation
   a State Statutory
   b Applicable - Statutory

2) Comprehensive General Liability (including Premises – Operations, Independent Contractor's Protective, Products and Completed Operations; Broad Form Property Damage)
   a Bodily Injury –
      $100,000 00 each person, each occurrence
      $300,000.00 Aggregate, each occurrence
   b. Property Damage including loss of use –
      $100,000 00 Each occurrence
   c Products and Completed Operations to be maintained for 1 year after Final Payment
   d Property Damage Liability Insurance will provide X, C or U coverage as applicable

3) Contractual Liability
   a. Bodily Injury
      $100,000 00 Each Person
      $300,000 00 Each occurrence
   b Property Damage
      $100,000 00 Each occurence

4) Personal injury, with Employment Exclusion deleted
      $100,000 00 Each occurence

5) Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles).
   a. Bodily Injury
      $100,000.00 Each Person
      $300,000 00 Each occurrence
   b Property Damage
      $100,000 00 Each occurrence

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work. The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Receipt of all required notices shall be evidenced by return receipt of registered or Certified letter. The policies shall contain provision that coverages will not be cancelled until at least thirty days' prior written notice has been given to the County. In the event of such notice of cancellation being given the contractor will provide substitute policies with the same provisions to county prior to the effective date of such cancellation.

The above requirements do not establish limits of Contractor's liability

Contractor shall at all times during the term of this contract and any extensions thereof maintain such insurance coverage

Such insurance is to be provided at the sole cost of Contractor

All policies of insurance shall waive all rights of subrogation against County, its officers, employees and agents.

The County shall be named as "additional insured" on such policies as are specified above

The County reserves the right to require additional insurance should it be deemed necessary

27. **SANITATION**

Necessary sanitary conveniences for the use of laborers at the worksite, properly secluded from the public observation, shall be constructed and maintained by Contractor in such manner at such points as shall be approved by the Program Administrator, and their use shall be strictly enforced

28 **DAILY CLEANUP**

Contractor shall confine to the work site all materials and refuse generated by Contractor's operations Materials which are stored on-site shall be stored in an orderly manner Materials or refuse from demolition and/or removal operations which become scattered in adjacent areas shall be collected and returned to the work site and satisfactorily removed Truck hauling materials must be covered to keep materials from littering streets

29. **FINAL GRADING**

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface.

30. **RIGHT OF ENTRY**

County reserves the right to enter the property or location at which the work is being conducted, by such agents as it may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as County may desire, or for any other purpose deemed necessary by County

31. **INSPECTION**

County reserves the right to inspect the work done by Contractor at any time.

The inspection may include examination of the material furnished and the work done under this agreement to ensure compliance with the plans and specifications

Contractor shall furnish all reasonable aid and assistance required by the inspector(s) for the proper inspection and examination of the work The inspector(s) may make any order requiring remedy of deficient performance at any time Should Contractor object to any order by any inspector, Contractor may, within 24 hours, make written appeal to the Program Administrator for his decision, which decision shall be final and binding on Contractor.

The approval or failure of an inspector to reject non complying work or materials shall not relieve Contractor of his obligation to perform the work in full compliance with the plans and specifications for the work

Contractor shall be responsible for the costs associated by the exposing and covering of any item of concealed work for which an inspection is performed

32 **DEFECTS AND THEIR REMEDIES**

It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the Program Administrator as unsuitable or not in conformity with the specifications Contractor shall, after receipt of written notice thereof from the Program Administrator, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

33. **SUBSTANTIAL COMPLETION**

When the Contractor determines that the work is substantially complete, he shall advise the Program Administrator of such and schedule a time for the Program Administrator to inspect the work Contractor shall have all systems fully functional and operational for the inspection of the Program Administrator. All phases of the work will be examined by the Program Administrator, who will note any deficiencies in the work and notify Contractor of the same.

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken; however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor.

34. **FINAL COMPLETION AND ACCEPTANCE**

Within ten (10) days after Contractor has given the Program Administrator written notice that the work has been completed, or substantially completed, the Program Administrator shall inspect the work and, within said time, if the work be found to be completed or substantially completed in accordance with the plans and specifications, the Program Administrator shall issue a substantial completion certificate

Should such inspection reveal deficiencies on the work, the Program Administrator will deliver a list of deficiencies to Contractor for immediate repair. No final payment will be made until all deficiencies have been remedied

35 **PARAGRAPH 35 HAS BEEN DELETED**

36 **PROGRESS PAYMENTS AND RETAINAGE**

If this contract provides for the making of progress payments, Contractor shall make application to County for payment utilizing forms provided by County for that purpose Contractor shall state the percentage or the limits of the work performed and request payment for the amount of acceptable work performed Applications for payment shall be made monthly by Contractor.

The County shall then pay the Contractor 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, 2nd floor
Galveston, TX 77550
Fax (409) 765-2653

and to Contractor at the address listed in Contractor's Bid Proposal

55 **FORCE MAJEURE**

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence.

56. **APPLICABLE LAWS**

Contractor acknowledges that County is a governmental entity and this Agreement is an open record under the Open Records Act and will be discussed and voted upon in a public meeting

57 **ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties A prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect A subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners' Court

58. **SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS**

If a provision contained in this contract is held invalid for any reason, the invalidity does not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this contract are severable

59. **GOVERNING LAW; VENUE**

This contract shall be governed by the laws of the State of Texas Venue for an action arising under this contract shall be exclusively in Galveston County

60. LINES AND GRADES

The Engineer will furnish points for horizontal and vertical control Any additional stakes required by the Contractor shall be set at his expense Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc shall be replaced by the Engineer at the Contractor's expense

61. EMPLOYMENT VERIFICATION

The Immigration Reform and Control Act (IRCA) of 1986 prohibits contractors from knowingly hiring illegal workers Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement The records shall be open at all

reasonable hours to inspection by the Galveston County Wage Compliance Officer Each violation of this requirement shall result in the Contractor and/or Subcontractor paying the County the amount of $60 00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition

SECTION V
SPECIFICATIONS

Texas Department of Transportation

STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES

Adopted by the
Texas Department of Transportation

June 1, 2004

NOTICE OF SPECIFICATIONS

Unless otherwise noted, for the construction of this project, the Contractor shall utilize any attached Special Provisions, Special Specifications, and by referencing the specifications from the TEXAS DEPARTMENT OF TRANSPORTATION Specification Book, **"STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES – Dated June 1, 2004"**

All references to "Department" or "Texas Department of Transportation (TxDOT)" will be construed as owner which is understood to be Galveston County for this project

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS

STANDARD SPECIFICATIONS. ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE

ITEMS 1 TO 9 INCL , GENERAL REQUIREMENTS AND COVENANTS
ITEM 100 PREPARING RIGHT OF WAY
ITEM 104 REMOVING CONCRETE
ITEM 105 REMOVING STABILIZED BASE AND ASPHALT PAVEMENT
ITEM 110 EXCAVATION
ITEM 132 EMBANKMENT
ITEM 161 COMPOST
ITEM 162 SODDING FOR EROSION CONTROL
ITEM 164 SEEDING FOR EROSION CONTROL
ITEM 166 FERTILIZER
ITEM 260 LIME TREATMENT (ROAD-MIXED)
ITEM 265 FLY ASH OR LIME-FLY ASH TREATMENT (ROAD-MIXED)
ITEM 340 DENSE-GRADED HOT-MIX ASPHALT (METHOD)
ITEM 360 CONCRETE PAVEMENT
ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES
ITEM 432 RIPRAP
ITEM 462 CONCRETE BOX CULVERTS AND STORM DRAINS
ITEM 464 REINFORCED CONCRETE PIPE
ITEM 465 MANHOLES AND INLETS
ITEM 467 SAFTY END TREATMENTS
ITEM 480 CLEANING EXISTING CULVERTS
ITEM 496 REMOVING STRUCTURES
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 508 CONSTRUCTING DETOURS
ITEM 512 PORTABLE CONCRETE TRAFFIC BARRIER
ITEM 529 CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER
ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS
ITEM 531 SIDEWALKS
ITEM 540 METAL BEAM GUARD FENCE
ITEM 542 REMOVING METAL BEAM GUARD FENCE
ITEM 544 GUARDRAIL END TREATMENTS
ITEM 560 MAILBOX ASSEMBLIES

ITEM 618 CONDUIT
ITEM 620 ELECTRICAL CONDUCTORS
ITEM 624 GROUND BOXES
ITEM 636 ALUMINUM SIGNS
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
ITEM 672 RAISED PAVEMENT MARKERS
ITEM 678 PAVEMENT SURFACE PREPARATION FOR MARKINGS
ITEM 682 VEHICLE AND PEDESTRIAN SIGNAL HEADS
ITEM 684 TRAFFIC SIGNAL CABLES
ITEM 688 PEDESTRIAN DETECTORS AND VEHICLE LOOP DETECTORS
ITEM 690 MAINTENANCE OF TRAFFIC SIGNALS
ITEM 760 CLEANING AND RESHAPING DITCHES

SPECIAL PROVISIONS — SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITHIN

SPECIAL PROVISIONS TO ITEMS 1 THRU 9
SPECIAL PROVISION (000-001)
SPECIAL PROVISION TO ITEM 100 (100---002)
SPECIAL PROVISION TO ITEM 132 (132---005)
SPECIAL PROVISION TO ITEM 161 (161---001)
SPECIAL PROVISION TO ITEM 164 (164---002)
SPECIAL PROVISION TO ITEM 166 (166---001)
SPECIAL PROVISION TO ITEM 260 (260---002)
SPECIAL PROVISION TO ITEM 265 (265---002)
SPECIAL PROVISION TO ITEM 340 (340---003)
SPECIAL PROVISION TO ITEM 360 (360---SPL)
SPECIAL PROVISION TO ITEM 400 (400---004)
SPECIAL PROVISION TO ITEM 464 (464---003)
SPECIAL PROVISION TO ITEM 465 (465---001)
SPECIAL PROVISION TO ITEM 500 (500---005)
SPECIAL PROVISION TO ITEM 502 (502---033)
SPECIAL PROVISION TO ITEM 506 (506---013)
SPECIAL PROVISION TO ITEM 512 (512---002)
SPECIAL PROVISION TO ITEM 540 (540---023)
SPECIAL PROVISION TO ITEM 560 (560---001)
SPECIAL PROVISION TO ITEM 620 (620---001)
SPECIAL PROVISION TO ITEM 636 (636---014)
SPECIAL PROVISION TO ITEM 672 (672---034)
SPECIAL PROVISION TO ITEM 682 (682---001)

SPECIAL SPECIFICATIONS·

ITEM 6834 PORTABLE CHANGEABLE MESSAGE SIGN

GENERAL THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT

SPECIAL PROVISION

(000-001)

Important Notice to Contractors

The following is a list of known utilities in the project area

OWNER	LOCATION	UTILITY
Verizon	Various	Buried Fiber Optic, Overhead
Phonoscope	Various	Buried Cable, Overhead
CenterPoint Gas	Various	Buried Gas Lines
CenterPoint Electric	Various	Overhead
Comcast	Various	Buried Cable, Overhead
Enterprise Products	Various	Buried Gas Lines
Kinder Morgan	Various	Buried Gas Lines

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 is authorized to function as the ENGINEER'S representative with respect to certain of the ENGINEER'S activities, that representative's responsibilities and obligations shall be limited as provided in Article 1 148

Article 1 64, "INSPECTOR", is revised to read in its entirety as follows

1 64 INSPECTOR The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of the work and the material to be used therein A representative is authorized to function as the ENGINEER'S representative with respect to certain of the activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1 148

SPECIAL 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 its 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 its entirety

The "Award and Execution of Contract" 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 THE 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 PROVISIONS 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 its 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"

ARTICLE 7 14 "CONTRACTOR'S RESPONSIBILITY FOR WORK". Paragraph F "Basis of Payment" is hereby revised to read as follows

When reimbursement for repair work is allowed and performed, payment will be made in accordance with pertinent Items, ARTICLE 38 "CHANGES AND ALTERATIONS" or ARTICLE 39 "EXTRA WORK" 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", Paragraph 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

ARTICLE 8 6 "ABANDONMENT OF WORK OR DEFAULT OF CONTRACT". The fifth sentence of the second bullet of the third paragraph is hereby revised to read as follows

Work may resume after the Department receives and approves certificates of insurance

SPECIAL PROVISION TO ITEM 9

"MEASUREMENT AND PAYMENT"

For this project, Item 9 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 9 2 "PLANS QUANTITY MEASUREMENT" is hereby deleted in its entirety and replaced by ARTICLE 37 "ESTIMATED QUANTITIES" of Section IV, "General Terms and Conditions"

ARTICLE 9 3 "SCOPE OF PAYMENT" The second sentence in the first paragraph is hereby revised to read as follows.

Until final acceptance in accordance with ARTICLE 34. "FINAL COMPLETION AND ACCEPTANCE" of Section IV, "General Terms and Conditions", assume liability for completing the work according to the plans and specifications and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

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"

SPECIAL PROVISION
100---002
Preparing Right of Way

For this project, Item 100, "Preparing Right of Way," 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 100.4. Payment. The second paragraph is voided and replaced by the following·

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance The remainder will be paid on the estimate after the final acceptance under Article 5 8, "Final Acceptance "

SPECIAL PROVISION
132---005
Embankment

For this project, Item 132, "Embankment," 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 132.2. Materials is supplemented with the following·

- **Type E.** Cement stabilized material consisting of Type C select backfill meeting the requirements of Article 423.2 C.2 Table 2 Select Backfill Gradation Limits and hydraulic cement meeting the requirements of DMS-4600, "Hydraulic Cement," and the Department's Hydraulic Cement Quality Monitoring Program (HCQMP) Sources not on the HCQMP will require testing and approval before use

Article 132.2. Materials. The last paragraph is voided and not replaced

Article 132.3.C. Embankment Adjacent to Culverts and Bridges is voided and replaced by the following.

Article 132.3.C. Embankment Adjacent to Culverts and Bridges. Except as noted below, in Article 132 3 D, compact embankments adjacent to culverts, under bridge approach slabs, and adjacent to abutments where using Wide Flange Terminal Anchorage systems but not cement stabilized embankment, in accordance with Item 400, "Excavation and Backfill for Structures "

Article 132.3.D. Compaction Methods. The first paragraph is supplemented by the following

When cement stabilized backfill embankment, reinforced volume embankment, retaining wall foundation improvements, or embankment foundation improvements are shown on the plans, compact each layer to the required density, in accordance with Article 276 4 C, "Compaction "

Article 132.3.Construction is supplemented with the following·

G. Cement Stabilized Backfill Embankment (CSBE). Provide Type E material for cement stabilized backfill embankment Place CSBE for embankments, retaining wall foundation improvements, embankment foundation improvements and backfill material placed between the reinforced volume of retaining walls in accordance with the requirements of Article 423 2.C 4, "Cement Stabilized Backfill" at the locations shown on the plans or as directed

Article 132.5. Payment. The first paragraph is voided and replaced by the following:

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Embankment (Final)," "Embankment (Original)," or "Embankment (Vehicle)," of the compaction method and type specified Where Cement Stabilized Backfill Embankment (CSBE) is shown on the plans, it will be paid for at the unit price bid for "Embankment (Final) (CSBE)", "Embankment (Final)(CSBE)(Retaining Wall Foundation Improvement)," "Embankment (Final)(CSBE)(Embankment Foundation Improvement)," or "Embankment (Final)(CSBE) (Reinforced Volume of Retaining Walls) of the compaction method and type shown on the plans When the embankment adjacent to the cement stabilized reinforced volume is not cement stabilized, the cement stabilized reinforced volume will be paid as "Embankment (Final)" of the compaction method and type shown on the plans. This price is full compensation for all cement, cement treatment and stabilization, furnishing embankment, hauling, placing, compacting, curing, finishing, and reworking; disposal of waste material; and equipment, labor, tools, and incidentals.

SPECIAL PROVISION
161---001
Compost

For this project, Item 161, "Compost," 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 161.2. Materials. Table 1 is voided and replaced by the following·

Furnish compost that meets the requirements of DMS-6360, "Compost " Material not conforming to quality monitoring program under DMS-6360, may be used only when tested by the Engineer and approved before use

SPECIAL PROVISION

164---002

Seeding For Erosion Control

Item 164, "Seeding For Erosion Control," 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 164.3. Construction. The following is added after the first sentence·

Use approved equipment to vertically track the seedbed as shown on the plans or as directed by the Engineer

SPECIAL PROVISION
166---001
Fertilizer

Item 166, "Fertilizer," 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 166.2. Materials is voided and replaced by the following.

Use a complete fertilizer containing nitrogen (N), phosphoric acid (P), and potash (K) nutrients unless otherwise specified on the plans At least 50% of the nitrogen component must be a slow--release sulfur coated urea Ensure that fertilizer is in an acceptable condition for distribution in containers labeled with the analysis. Fertilizer is subject to testing by the Texas A&M Feed and Fertilizer Control Service in accordance with the Texas Fertilizer Law

Article 166.3. Construction is voided and replaced by the following

Deliver and apply the complete fertilizer uniformly at a rate equal to 60 lb of nitrogen per acre or at the analysis and rate specified on the plans

Apply fertilizer as a dry material and do not mix with water to form a slurry

Incorporate fertilizer during seedbed preparation as specified in the plans.

SPECIAL PROVISION
260---002
Lime Treatment (Road-Mixed)

For this project, Item 260, "Lime Treatment (Road-Mixed)," 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 260.2. Materials, Section A. Lime. The first two sentences are voided and replaced by the following.

A. Lime. Furnish lime that meets the requirements of DMS-6350 "Lime and Lime Slurry," and DMS-6330, "Prequalification of Lime Sources " Use hydrated lime, commercial lime slurry, quicklime, or carbide lime slurry as shown on the plans

Article 260.3. Equipment, Section B. Slurry Equipment. The last sentence of the second paragraph is voided and replaced by the following·

Equip the distributor truck with a sampling device in accordance with Tex-600-J, Part I, when using commercial lime slurry or carbide lime slurry

Article 260.4. Construction, Section C. Application of Lime, Section 2. Slurry Placement. The first paragraph is voided and replaced with the following·

Provide slurry free of objectionable materials, at or above the minimum dry solids content, and with a uniform consistency that will allow ease of handling and uniform application. Deliver commercial lime slurry or carbide lime slurry to the jobsite, or use hydrated lime or quicklime to prepare lime slurry at the jobsite or other approved location, as specified When dry quicklime is applied as a slurry, use 80 percent of the amount shown on the plans

Article 260.5. Measurement, Section A. Lime is supplemented by the following.

4. Carbide Lime Slurry. Lime slurry will be measured by the ton (dry weight) as calculated from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered

Article 260.6. Payment. The first paragraph is voided and replaced by the following

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 260 6.A, "Lime," and Section 260 6 B, "Lime Treatment "

Article 260.6. Payment, Section A. Lime. The first sentence is voided and replaced by the following.

A. Lime. Lime will be paid for at the unit price bid for "Lime" of one of the following types

- Hydrated Lime (Dry),
- Hydrated Lime (Slurry),
- Commercial Lime Slurry,
- Quicklime (Dry),
- Quicklime (Slurry), or
- Carbide Lime Slurry

Article 260.6. Payment, Section B. Lime Treatment is voided and replaced by the following

B. Lime Treatment. Lime treatment will be paid for at the unit price bid for "Lime Treatment (Existing Material)," "Lime Treatment (New Base)," or "Lime Treatment (Mixing Existing Material and New Base)," for the depth specified No payment will be made for thickness or width exceeding that shown on the plans This price is full compensation for shaping existing material, loosening, mixing, pulverizing, spreading, applying lime, compacting, finishing, curing, curing materials, blading, shaping and maintaining shape, replacing mixture, disposing of loosened materials, processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals

SPECIAL PROVISION

265---002

Fly Ash or Lime—Fly Ash Treatment (Road-Mixed)

For this project, Item 265, "Fly Ash or Lime—Fly Ash Treatment (Road-Mixed)," 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 265.4 Construction, Section C.1.b. Slurry Placement. The first paragraph is supplemented by the following:

When dry quicklime is applied as a slurry, use 80 percent of the amount shown on the plans.

Article 265.6, Payment. The first paragraph is voided and replaced by the following.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 265.6 A, "Lime;" Section 265.6.B, "Fly Ash;" and Section 265.6 C, "FA and LFA Treatment."

Article 265.6 Payment, Section C. FA and LFA Treatment is voided and replaced by the following·

C. FA and LFA Treatment. FA and LFA treatment will be paid for at the unit price bid for "LFA Treated Subgrade," "FA Treated Subgrade," "LFA Treatment for Base Courses (Existing Base)," "FA Treatment for Base Courses (Existing Base)," "LFA Treatment for Base Courses (New Base)," "FA Treatment for Base Courses (New Base)," "LFA Treatment for Base Courses (New and Existing Base)," and "FA Treatment for Base Courses (New and Existing Base)," for the depth specified. No payment will be made for thickness or width exceeding that shown on the plans This price is full compensation for shaping existing material, loosening, mixing, pulverizing, spreading, applying lime and fly ash, compacting, finishing, curing including curing materials, water, drying, blading, shaping and maintaining shape, replacing mixture, disposing of loosened materials, processing, hauling, reworking if required, preparing secondary subgrade, equipment, labor, tools, and incidentals

SPECIAL PROVISION

340---003

Dense-Graded Hot-Mix Asphalt (Method)

For this project, Item 340, "Dense-Graded Hot-Mix Asphalt (Method)," 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 340.2. Materials, Section A. Aggregate, Section 2. RAP is voided and replaced by the following

2. RAP. RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement Crush or break RAP so that 100% of the particles pass the 2-in. sieve

Use of Contractor-owned RAP including HMA plant waste is permitted, unless otherwise noted in the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans Perform any necessary tests to ensure Contractor or Department-owned RAP is appropriate for use Unless otherwise shown on the plans, the Department will not perform any tests or assume any liability for the quality of the Department-owned RAP.

Fractionated RAP is defined as having 2 or more RAP stockpiles whereas the RAP is divided into coarse and fine fractions The coarse RAP stockpile will contain only material retained by processing over a 3/8 in screen or 1/2 in. screen unless otherwise approved The fine RAP stockpile will contain only material passing the 3/8 in screen or 1/2 in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8 in screen or 1/2 in screen to fractionate the RAP The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP Utilize a separate cold feed bin for each stockpile of fractionated RAP used

Determine asphalt content and gradation of RAP stockpiles for mixture design purposes Perform other tests on RAP when shown on the plans Unless otherwise shown on the plans, use no more than 10% unfractionated RAP in surface mixtures and no more than 20% unfractionated RAP in non-surface mixtures that are placed within 8 in of the final riding surface Use no more than 30% unfractionated RAP in non-surface mixtures that are placed 8 in or more from the final riding surface. Unless otherwise shown on the plans, use no more than 20% fractionated RAP in surface mixtures and no more than 30% fractionated RAP in non-surface mixtures that are placed within 8 in of the final riding surface Use no more than 40% fractionated RAP in non-surface mixtures that are placed 8 in. or more from the final riding surface. "Surface" mixtures are defined as mixtures that will be the final lift or riding surface of the pavement structure "Non-Surface" mixtures are defined as mixtures that will be an intermediate or base layer in the pavement structure. Do not use Department or Contractor owned RAP contaminated with dirt or other objectionable materials Do not use Department or Contractor owned RAP if

the decantation value exceeds 5% and the plasticity index is greater than 8 Test the stockpiled RAP for decantation in accordance with the laboratory method given in Tex-406-A, Part I Determine the plasticity index using Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles Remove unused Contractor-owned RAP material from the project site upon completion of the project Return unused Department-owned RAP to the designated stockpile location

Article 340.2. Materials, Section A. Aggregate. is supplemented by the following

4. **Recycled Asphalt Shingles (RAS).** The contractor may use post-manufactured RAS or post-consumer RAS, however, the use of post-consumer RAS may be restricted when shown on the plans RAS are defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. "Post-manufactured RAS" are processed manufacturer's shingle scrap by-product "Post-consumer RAS," or "tear-offs," are processed shingle scrap removed from residential structures

   Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 1/2 in sieve when tested in accordance with Tex-200-F, Part I Add sand meeting the requirements of Table 1 and Table 2 to RAS stockpiles, if needed, to keep the processed material workable Use a maximum of 4% sand by weight of RAS Perform a sieve analysis on processed RAS material prior to extraction of the asphalt

   Determine asphalt content and gradation of the RAS material for mixture design purposes in accordance with Tex-236-F Unless otherwise shown on the plans, use no more than 5% processed RAS of the total mixture weight. When RAS is used, whether in conjunction with RAP or not, calculate and ensure the ratio of the virgin binder to total binder is greater than 65% in surface mixtures and 60% in non-surface mixtures "Surface" mixtures are defined as mixtures that will be final lifts or riding surfaces of a pavement structure. "Non-Surface" mixtures are defined as mixtures that will be intermediate or base layers in a pavement structure When RAS is used in conjunction with fractionated RAP, use no more than 20% combined RAS and RAP for surface mixtures, and no more than 30% combined RAS and RAP in non-surface mixtures, unless otherwise shown on the plans When RAS is used in conjunction with un-fractionated RAP, use no more than 10% combined RAS and RAP for surface mixtures, and no more than 20% combined RAS and RAP in non-surface mixtures, unless otherwise shown on the plans.

   Certify compliance of the RAS with specification DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines" If the RAS has not come into contact with any hazardous materials, treat it as an established NRM Do not use RAS if deleterious materials as measured by Tex-217-F, Part I, are more than 1 5% of the stockpiled RAS

SPECIAL PROVISION
360---SPL
Concrete Pavement

For this project, Item 360, "Concrete 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 360.2. Materials, Section A. Hydraulic Cement Concrete. The first paragraph is voided and replaced by the following.

Provide hydraulic cement concrete in accordance with Item 421, "Hydraulic Cement Concrete," except that strength over-design is not required Provide Class P concrete designed tomeet a minimum average compressive strength of 4,000 psi at 28 days. Test in accordance with Tex-418-A

Article 360.3. Equipment, Section E. Curing Equipment. The third sentence is voided and replaced by the following

Provide curing equipment that is independent of all other equipment when required to meet the requirements of Article 360.4.I, "Curing"

Article 360.4. Construction, Section H. Spreading and Finishing, Section 2. Maintenance of Surface Moisture. The first and second sentences are voided and replaced by the following.

Prevent surfacing drying of the pavement before application of the curing system by means that may include water fogging, the use of wind screens and the use of evaporation retardants

Article 360.4. Construction, Section H. Spreading and Finishing, Section 3. Surface Texturing is voided and replace by the following

Complete final texturing before the concrete has attained its initial set. Drag the carpet longitudinally along the pavement surface with the carpet contact surface area adjusted to provide a satisfactory coarsely textured surface Prevent the carpet from getting plugged with grout. Do not perform carpet dragging operations while there is excessive bleed water

A metal-tine texture finish is required for all areas with a posted speed limit in excess of 45 mph A metal-tined texture finish is required unless otherwise shown on the plans for areas with a posted speed limit less than 45 mph Immediately following the carpet drag, apply a single coat of evaporation retardant at a rate recommended by the manufacturer Provide the metal-tine finish immediately after the concrete surface has set enough for consistent tining Operate the metal-tine

device to obtain grooves spaced at 1 in , approximately 3/16 in deep, with a minimum depth of 1/8 in., and approximately 1/12 in. wide Do not overlap a previously tined area Use manual methods to achieve similar results on ramps or other irregular sections of pavements

Repair damage to the edge of the slab and joints immediately after texturing Do not tine pavement that will be overlaid or that is scheduled for blanket diamond grinding or shot blasting

When carpet drag is the only surface texture required by the plans, ensure that adequate and consistent micro-texture is achieved by applying sufficient weight to the carpet and keeping the carpet from getting plugged with grout, as directed by the Engineer. Target a carpet drag texture of 04 in , as measured by Tex 436-A Correct any location with a texture less than 03 in. by diamond grinding or shot blasting The Engineer will determine the test locations at points located transversely to the direction of traffic in the outside wheel path

Article 360.4. Construction, Section I. Curing. The first sentence is voided and replaced by the following·

Keep the concrete pavement surface from drying as described in Section 360 4.H 2, "Maintenance of Surface Moisture," until the curing material has been applied.

Article 360.4. Construction, Section I. Curing, Section 1. Membrane Curing. The first paragraph is voided and replaced by the following·

Spray the concrete surface uniformly with 2 coats of membrane curing compound at an individual applicaton rate of not more than 180 sq ft. per gallon. Do not allow the concrete surface to dry before applying the curing compound Use a trowel or absorptive fabric to remove any standing pools of bleed water that may be present on the surface before applying the curing compound Apply the first coat within 10 min. after completing texturing operations. Apply the second coat within 30 min after completing texturing operations

SPECIAL PROVISION

400---004

Excavation and Backfill for Structures

For this project, Item 400, "Excavation and Backfill for Structures," 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 400.5. Payment, Section E. Cutting and Restoring Pavement. The first sentence is voided and replaced by the following

Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified

SPECIAL PROVISION
464---003
Reinforced Concrete Pipe

For this project, Item 464, "Reinforced Concrete Pipe," 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 464.2. Materials, Section A. Fabrication is voided and replaced by the following·

Fabrication plants must be approved by the Construction Division in accordance with DMS-7310, "Reinforced Concrete Pipe Fabrication and Plant Qualification" before furnishing precast reinforced concrete pipe for Department projects The Construction Division maintains a list of approved reinforced concrete pipe plants.

Furnish material and fabricate reinforced concrete pipe in accordance with DMS-7310, "Reinforced Concrete Pipe Fabrication and Plant Qualification "

Article 464.2. Materials, Section B. Design. 1. General. Table 2 is voided and replaced with the following

Table 2
Arch Pipe

Design Size	Equivalent Diameter (in.)	Rise (in.)	Span (in.)
1	18	13-1/2	22
2	21	15-1/2	26
3	24	18	28-1/2
4	30	22-1/2	36-1/4
5	36	26-5/8	43-3/4
6	42	31-5/16	51-1/8
7	48	36	58-1/2
8	54	40	65
9	60	45	73
10	72	54	88

Article 464.2. Materials, Section C. Physical Test Requirements is voided and not replaced

Article 464.2. Materials, Section D. Markings The first paragraph is voided and replaced with the following

Furnish each section of reinforced concrete pipe marked with the following information specified in DMS-7310, "Reinforced Concrete Pipe Fabrication and Plant Qualification"

- class or D-Load of pipe,
- ASTM designation,
- date of manufacturer,
- name or trademark of manufacturer and plant location,
- designated manufacturer's approval marking,
- pipe to be used for jacking and boring (when applicable), and
- pipe meeting sulfate-resistant concrete plan requirements (when applicable)

Article 464.2. Materials, Section E. Inspection is voided and replaced with the following·

Provide access for inspection of the finished pipe at the project site before and during installation

Article 464.2. Materials, Section F. Causes for Rejection is voided and replaced by the following

Individual sections of pipe may be rejected for any of the conditions stated in the annex of DMS-7310, "Reinforced Concrete Pipe Fabrication and Plant Qualification "

Article 464.2. Materials, Section G. Repairs is voided and replaced by the following

Make repairs if necessary as stated in the annex of DMS-7310, "Reinforced Concrete Pipe Fabrication and Plant Qualification "

Article 464.2. Materials, Section H. Rejections is voided and not replaced

SPECIAL PROVISION
465---001
Manholes and Inlets

For this project, Item 465, "Manholes and Inlets," 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 465.2, Materials. The second paragraph is voided and replaced by the following.

Precast manholes, inlets, risers, and appurtenances are acceptable unless otherwise shown Alternate designs for precast items must be acceptable to the Engineer and must conform to functional dimensions and dimensions for plan wall, slab and edge beam thicknesses, and reinforcing steel areas. Alternate designs must be designed and sealed by a licensed professional engineer

SPECIAL PROVISION
500---005
Mobilization

For this project, Item 500, "Mobilization," 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 500.1. Description is supplemented by the following

Work for this Item includes submissions required by the Contract.

Article 500.3. Payment, Section A is voided and replaced by the following

A. Payment will be made upon presentation of a paid invoice for the payment, performance, or retainage bonds, and required insurance The combined payment for bonds and insurance will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.

Article 500.3. Payment, Section F is voided and replaced by the following

F. Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.

Article 500.3. Payment is supplemented by the following.

G. Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test and performance periods provided for in the Contract have been successfully completed

SPECIAL PROVISION

502---033

Barricades, Signs, and Traffic Handling

For this project, Item 502, "Barricades, Signs, and Traffic Handling," 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 502.4. Payment, Section C. Maximum Total Payment Prior to Acceptance is voided and replaced by the following

C. Maximum Total Payment Prior to Acceptance. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5 8, "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.E, "Balance Due "

SPECIAL PROVISION

506---013

Temporary Erosion, Sedimentation, and Environmental Controls

For this project, Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," 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 506.2. Materials. Section I. Sandbags. Table 1 is replaced with the following·

Table 1
Sand Gradation

Sieve #	Retained (% by Weight)
4	MAXIMUM 3%
100	MINIMUM 80%
200	MINIMUM 95%

Article 506.4 Construction, B. General, 2. Maintenance, is voided and replaced by the following

B. General.

2. **Maintenance.** Perform maintenance in accordance with the plans and the TPDES General Permit. Correct ineffective control measures Implement additional controls as directed

   An Inspector will perform a regularly scheduled SWP3 inspection once a month Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the site to work on each control device A control device site being "too wet to work" during the entire 7 calendar day time period is the only acceptable reason for not accomplishing the corrections within the 7 calendar day time limit. Provide documentation on the Department's inspection form developed from the Department's inspections or through other approved methods

   If maintenance corrections are not made within this timeframe, work on the project may be suspended by the Engineer Time charges will continue until SWP3 is brought into compliance and documentation of corrective action is provided This in no way releases the contractor of liability for noncompliance

SPECIAL PROVISION

512---002

Portable Concrete Traffic Barrier

For this project, Item 512, "Portable Concrete Traffic Barrier," 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 512.2. Materials. The first paragraph is supplemented by the following·

For precast concrete traffic barrier,

- Furnish the class of concrete shown on the plans Air-entrained concrete will not be required, unless otherwise shown on the plans
- Use a minimum of 25% Class F fly ash with mix design Option 1 from Section 421.4.A 6, "Mix Design Options."
- Do not use mix design Options 6, 7, or 8 from Section 421.4.A 6 , "Mix Design Options "

Article 512.3. Construction. The second sentence of the first paragraph is voided and replaced by the following

Multi-project fabrication plants as defined in Item 424, "Precast Concrete Structures (Fabrication)" that produce concrete traffic barrier, except temporary barrier furnished and retained by the Contractor, must be approved in accordance with DMS-7350, "Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Traffic Barrier "

SPECIAL PROVISION
540---023
Metal Beam Guard Fence

For this project, Item 540, "Metal Beam Guard Fence," 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 540.2. Materials, Section A. Metal Beam Rail Elements. The third paragraph is replaced by the following.

Furnish metal beam rail elements from a manufacturer on the Department's approved Material Producer List, entitled "Metal Beam Guard Fence Rail Element Manufacturers "

Article 540.2. Materials, Section B. Posts, Section 2. Steel Posts is voided and replaced by the following

2. **Steel Posts.** Provide rolled sections conforming to the material requirements of ASTM A 36 Drill or punch posts for standard rail attachment as shown on the plans. Galvanize in accordance with Item 445, "Galvanizing " Low fill culvert posts may be fabricated as galvanized "blanks" with the hole to accept the rail and the final height field fabricated Treat all exposed post surfaces caused by the field fabrication in accordance with Section 445 3 D "Repairs "

Article 540.2. Materials, Section B. Posts, Table 1, Rail Element Requirements. The section entitled "**Markings**" is voided and replaced by the following

Markings	Permanently mark each metal beam rail element with the information required in AASHTO M 180 Permanently mark all curved sections of metal beam rail element, in addition, with the radius of the curved section in the format "R=xx ft " These additional markings (die-imprinted) must be on the back of the metal beam rail section away from traffic and visible after erection

Article 540.2. Materials, Section B. Posts is supplemented by the following

3. **Composite Posts.** Meet the requirements of DMS-7210, "Composite Material Posts and Blocks for Metal Beam Guard Fence."

Article 540.2. Materials is supplemented by the following

H. **Terminal Anchor Posts.** Furnish new terminal anchor posts from steel conforming to the material requirements of ASTM A 36. Fabricate posts in accordance with Item 441, "Steel Structures " Galvanize terminal anchor posts after fabrication in accordance with Item 445, "Galvanizing "

I. **Driveway Terminal Anchor Posts.** Furnish new terminal anchor posts from steel conforming to the material requirements of ASTM A 36 Fabricate posts in accordance with Item 441, "Steel Structures " Galvanize terminal anchor posts after fabrication in accordance with Item 445, "Galvanizing "

Article 540.3. Construction, Section B. Rail Elements is supplemented by the following

Short Radius. Special rail fabrication will be required at installations having a curvature of less than 150 ft radius. The required radius shall be as shown on the plans Short radius metal beam guard fence requires the placement of controlled release terminal (CRT) posts of the quantity shown on the plans.

Article 540.3. Construction is supplemented by the following·

G. **Driveway Terminal Anchor Posts.** Embed terminal anchor posts in concrete unless otherwise shown on the plans.

Article 540.4. Measurement is supplement by the following.

D. **Short Radius.** Measurement will be by the foot to the nearest whole foot along the face of the rail in place, from beginning of radius (and first CRT post) to the end of radius.

E. **Driveway Terminal Anchor Section.** Measurement will be by each section, complete in place, consisting of a driveway terminal anchor post and one 6 ft section of rail element

Article 540.5. Payment. The first paragraph is voided and replaced by the following

540.5. Payment. The work performed and material furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Metal W-Beam Guard Fence" of the post type specified, "Metal Thrie-Beam Guard Fence" of the post type specified, "Terminal Anchor Section," "Metal Beam Guard Fence Transition" of the type specified, "Metal W-Beam Guard Fence Adjustment," "Metal Thrie-Beam Guard Fence Adjustment," "Terminal Anchor Section Adjustment," "Transition Adjustment," "Short Radius," or "Driveway Terminal Anchor Section " When weathering steel is required, Type IV will be specified.

Article 540.5. Payment, Section C. Transition is voided and replaced by the following

C. Transition. The price bid for "Metal Beam Guard Fence Transition" is full compensation for furnishing nested sections of thrie-beam, nested sections of W-beam; thrie-beam-to-W-beam transitional rail piece, posts, concrete, curb, and connections to W-beam guard fence and bridge rails; thrie-beam terminal connectors and terminal connectors; excavation and backfilling; and equipment, labor, tools, and incidentals

Article 540.5. Payment is supplemented by the following

E. Short Radius. The price bid for "Short Radius" is full compensation for furnishing special rail fabricated metal beam guard fence, controlled release terminal (CRT) posts, materials, hauling, erection, blocks, driving posts, excavating, backfilling, equipment, labor, tools, and incidentals

F. Driveway Terminal Anchor Section. The price bid for "Driveway Terminal Anchor Section " is full compensation for furnishing the rail element, driveway anchor assembly, driveway terminal anchor post, and foundations, installing the rail element anchor assembly and the driveway terminal anchor post and foundations, excavation and backfilling; and equipment, labor, tools, and incidentals

SPECIAL PROVISION
560---001
Mailbox Assemblies

For this project, Item 560, "Mailbox Assemblies," 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 560.5. Payment is voided and replaced by the following:

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Mailbox Installation (Single)," of the type specified, "Mailbox Installation (Double)," of the type specified, or "Mailbox Installation (Multiple)," of the type specified. This price is full compensation for installing mailboxes and reflectors in permanent locations, materials, equipment, labor, tools, and incidentals Removing existing and temporary mailbox assemblies and installing and moving temporary mailbox assemblies will not be paid for directly, but will be subsidiary to pertinent Items

SPECIAL PROVISION
620---001
Electrical Conductors

For this project, Item 620, "Electrical Conductors," 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 620.2 Materials. The fourth and fifth paragraphs are void and replaced by the following

Use white insulation for grounded (neutral) conductors, except that grounded conductors AWG No 4 and larger may be black with white tape marking at every accessible location. Do not use white insulation or marking for any other conductor except control wiring specifically shown on the plans

Ensure that insulated grounding conductors are green except that insulated grounding conductors AWG No. 4 and larger may be black with green tape marking at every accessible location. Do not use green insulation or marking for any other conductor except control wiring specifically shown on the plans

SPECIAL PROVISION
636---014
Aluminum Signs

For this project, Item 636, "Aluminum Signs," 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 636.1. Description is voided and replaced by the following

- **Installation.** Furnish, fabricate, and erect signs Sign supports are provided for under other Items.
- **Replacement.** Replace existing signs on existing sign supports
- **Refurbishing.** Refurbish existing signs on existing sign supports

Article 636.2. Materials, Section A. Sign Blanks is voided and replaced by the following:

A. **Sign Blanks.** Furnish sign blank substrates in accordance with DMS-7110, "Aluminum Sign Blanks" or DMS-8305, "Fiberglass Sign Substrate," and in accordance with the types shown on the plans Use single-piece sheet-aluminum substrates for Type A (small) signs Use either extruded aluminum or fiberglass substrates for Type G (ground-mounted) or Type O (overhead-mounted) signs as shown on the plans

Article 636.2. Materials, Section B. Sign Face Reflectorization is supplemented by the following

Ensure that sign legend, symbols, borders, and background exhibit uniform color, appearance, and retroreflectivity when viewed both day and night

Article 636.2. Materials, Section C. Sign Messages. The last two bullets are voided and replaced by the following

- Fabricate non-reflective black film legend from materials meeting DMS-8300.
- Furnish direct-applied route markers and other attachments within the parent sign face, unless otherwise specified in the plans

Article 636.2. Materials, Section D. Hardware is supplemented by the following

Furnish sign hardware for fiberglass signs in accordance with the fiberglass substrate manufacturer's recommendations

Article 636.3. Construction, Section A. Fabrication, Part 1. Sign Blanks. The first paragraph is voided and replaced by the following

Furnish sign blanks to the sizes and shapes shown on the plans and that are free of buckles, warps, burrs, dents, cockles, or other defects. Do not splice individual extruded aluminum or fiberglass panels

Article 636.3. Construction, Section A. Fabrication, Part 2. Sheeting Application is voided and replaced by the following

2. **Sheeting Application.** Apply sheeting to sign blanks in conformance with the sheeting manufacturer's recommended procedures. Meet the fabrication requirements of DMS-8300, Section 8300 7.F, "Sign Fabrication" for white, orientation non-compliant sheeting listed on the Department's Material Producer List entitled "Sign Face Materials " Clean and prepare the outside surface of extruded aluminum or fiberglass flanges in the same manner as the sign panel face

   Minimize the number of splices in the sheeting Overlap the lap-splices by at least 1/4 in Use butt splices for Type C microprismatic, Type D, and Type E reflective sheeting. Provide a 1-ft minimum dimension for any piece of sheeting Do not splice sheeting for signs fabricated with transparent screen inks or colored transparent films

Article 636.3. Construction, Section A. Fabrication, Part 3. Sign Assembly. The first paragraph is voided and replaced by the following

3. **Sign Assembly.** Assemble extruded aluminum signs in accordance with the details shown on the plans. Assemble fiberglass signs in accordance with the fiberglass manufacturer's recommendations located on the Department's Material Producer List entitled "Fiberglass Sign Substrates " Sign face surface variation must not exceed 1/8 in per foot Surface misalignment between panels in multi-panel signs must not exceed 1/16 in at any point

Article 636.3. Construction, Section B. Storage and Handling. The last paragraph is voided and replaced by the following

Store all finished signs off the ground and in a vertical position until erected Store finished sheet-aluminum substrate signs in a weatherproof building. Extruded aluminum and fiberglass substrate signs may be stored outside

Article 636.3. Construction, Section E. Replacement is supplemented by the following.

Mounting hardware for fiberglass signs will be per the fiberglass substrate manufacturer's recommendations

Article 636.3. Construction, Section H. Documentation is added.

H. Documentation. Provide a notarized original of the Signing Material Statement (Form 2273) with the proper attachments for verification of compliance

Article 636.5. Payment. The first paragraph is voided and replaced by the following

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Aluminum Signs," "Fiberglass Signs," "Signs," "Replacing Existing Aluminum Signs," "Replacing Existing Fiberglass Signs," "Refurbishing Aluminum Signs," or "Refurbishing Fiberglass Signs," of the type specified

Article 636.5. Payment, Section B. Replacement is voided and replaced by the following

B. Replacement. This price is full compensation for furnishing and installing new aluminum or fiberglass signs and hardware, removal of existing signs; fabrication of sign panels, treatment of sign panels required before application of the background materials, application of the background materials and messages to the sign panels, furnishing and fabricating frames, wind beams, stiffeners, or required joint backing strips, furnishing bolts, rivets, screws, fasteners, clamps, brackets, and sign support connections, assembling and erecting the signs; preparing and cleaning the signs; salvaging and disposing of unsalvageable material; and equipment, materials, labor, tools, and incidentals

SPECIAL PROVISION
672---034
Raised Pavement Markers

For this project, Item 672, "Raised Pavement Markers," 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 672.2. Materials, Section B. Adhesives is supplemented by the following

- The Contractor may propose alternate adhesive materials for consideration and approval by the Engineer

Article 672.3. Construction. The sixth paragraph is voided and replaced by the following

Use the following adhesive materials for placement jiggle bar tile, reflectorized pavement markers, and traffic buttons unless otherwise shown on the plans

- standard or flexible bituminous adhesive for applications on bituminous pavements
- epoxy adhesive or flexible bituminous adhesive for applications on hydraulic cement concrete pavements

Use epoxy adhesive for plowable reflectorized pavement markers.

Article 672.3. Construction is supplemented by the following

Provide a 30-day performance period that begins the day following written acceptance for each separate location The date of written acceptance will be the last calendar day of each month for the RPMs installed that month for the completed separate project locations This written acceptance does not constitute final acceptance.

Replace all missing, broken or non-reflective RPMs Visual evaluations will be used for these determinations. Upon request, the Engineer will allow a Contractor representative to accompany the Engineer on these evaluations

The Engineer may exclude RPMs from the replacement provisions of the performance, provided the Engineer determines that the failure is a result of causes other than defective material or inadequate installation procedures Examples of outside causes are extreme wear at intersections, damage by snow or ice removal, and pavement failure

Replace all missing or non-reflective RPMs identified during the performance period within 30 days after notification The end of the performance period does not relieve the Contractor from the performance deficiencies requiring corrective action identified during the performance period

Article 672.5. Payment is supplemented by the following

No additional payment will be made for replacement of RPMs failing to meet the performance requirements

RPMs INSTALLATION RECORD

The 30 day performance period begins the day after written acceptance for each separate location. The date of written acceptance will be the last calendar day of each month for the RPMs installed that month for the completed separate project locations.

COUNTY HIGHWAY	CONTROL PROJECT	LIMITS FROM LIMITS TO	MONTH/YR OF INSTALLATION

Contractor signature _____ _____
Date

Department signature _____ _____
Date

SPECIAL PROVISION
682--001
Vehicle and Pedestrian Signal Heads

Specification Item 682, "Vehicle and Pedestrian Signal Heads," 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 682.2. Materials. Section B. General. The first paragraph is void and replaced by the following

Provide vehicle signal heads in accordance with DMS-11120, "Vehicle Signal Heads" and DMS-11121, "12 Inch LED Traffic Signal Lamp Unit." Provide vehicle signal heads from manufacturers prequalified by the Department The Traffic Operations Division maintains a list of prequalified vehicle signal head manufacturers

SECTION VI
PLANS

AGENDA ITEM #23

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

May 3, 2011

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

Re Bid #B092014A, Alarm Services

Gentlemen,

The contract associated with Bid #B092014A, Alarm Services, is scheduled for its second and final extension on May 27, 2011 The contracted vendor for this service is Alert Alarms Burglar & Fire Protection, Inc

The Facilities Manager and I request 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

/dam

Attachments

COUNTY OF GALVESTON

CHARLES KENWORTHY
FACILITIES MANAGER

April 14, 2011

To: Rufus Crowder
From: Charles Kenworthy
RE: Alarm Services Bid Extension

Rufus,

I recommend that that Bid #B092014 for Alarm Services, be extended for an additional year, to Alert Alarms. If you have any questions please call me at 766-2385.

Charles Kenworthy
Facilities Manager
Galveston County

[illegible]

ALERT ALARMS

BURGLAR & FIRE PROTECTION, INC.

Computerized Central Station
Commercial — Residential — Hold-up — CCTV

[illegible] HOUR SERVICE
STATE LICENSE NO [illegible]

April 20, 2011

Mr Rufus Crowder
County of Galveston Purchasing Department
722 Moody, 5th Floor
Galveston, TX 77550

Dear Mr Crowder

Please be advised that Alert Alarms Burglar & Fire Protection, Inc wishes to extend our contract with the County of Galveston for 24 hour alarm monitoring and maintenance for an additional year until May 26, 2012 We truly appreciate your business and look forward to our continuing relationship with Galveston County

Sincerely,

Donna Koehler Mencacci

Donna Koehler Mencacci
Alert Alarms Burglar & Fire Protection, Inc

AGENDA ITEM #24

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, May 10, 2011
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2011	**11-083-0510-A**	**Human Resources –** Budget request for funds to cover unemployment claims through the end of the fiscal year.

Approved by: Mel Trammell

Mel Trammell, Director of
Finance and Administration

Date. 5/3/2011

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Human Resources	Amendment No 10-083-0510-A
Date Submitted	May 3, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budgeting request for funds to cover unemployment claims through the end of the fiscal year

This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No 6130-920180-5930000	Line Item Budgeted Reserves	80,500	___
TOTAL - Transfer Amount		$80,500	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No 6130-151431-5155000	Line Item Unemployment Benefits	80,500	___
TOTAL - Transfer Amount		$80,500	

ADDITIONAL COMMENTS

This budget amendment is requested by the Human Resources Department to cover unemployment claims which exceeded the amount of Galveston County deposits at the Texas Association of Counties

Upon approval, the remaining balance in budgeted reserves in Self Insurance Fund should be $619,000

2011 Adopted Budgeted	$175,000
2011 Expenditures to-date	$144,345
Invoice dated April 14, 2011	$111,152
Budget Request	($80,497)

Departmental Authorization Date

Human Resources Department Date

Budget Office Authorization Date 5/3/2011

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 5/10/11

RECEIVED
HUMAN RESOURCES DEPT
GALVESTON COUNTY, TX
2011 APR 21 PM 4:01

April 14, 2011

Galveston County
Honorable Kevin C. Walsh, CPA
722 21st St Fl 2
Galveston, TX 77550-2318

Dear Mr. Walsh:

We have completed an operational audit of the TAC Unemployment Compensation Fund's fiscal activities for calendar year 2010. As part of this audit we have determined the one-year reserve balance required to be maintained in your organization's individual account and have enclosed a report showing this balance and the claims and payments activity within your account for the years 2006 through 2010.

In accordance with the Fund's bylaws and the interlocal agreement between the Fund and your organization, monies held in your reserve account are invested and earnings from these investments are credited against the expense of operating the Fund, including costs of processing claims. Expenses for 2010 exceeded interest income. Therefore, a prorated portion, allocated according to the number of full time employees, of this additional expense charge is reflected on the Reserve Calculation Report as a negative figure under the Other column as Operating Expense.

A deficit billing is necessary to bring your account up to the one-year reserve requirement.

Invoice Amount: $111,152.44
Due Date: 5/14/11

Texas Association of Counties
P. O. Box 200989
Houston, Texas 77216-0989

We continuously update our Unemployment Fund coordinator information listing. If you are no longer the coordinator, or if the address to which we mailed this notice is incorrect, please let us know so we can correct our data base.

If you have any questions, please feel free to call either Cynthia Brannen or me at 1-800-456-5974

Sincerely,

PEID. 202671
ALd: 4130151431 5155000
PR-CR 106918

James W Jean, ARM
Director, Program Administration

Enclosures

(512) 478-8753 • (800) 456-5974 • (512) 478-1426 FAX • www.county.org • 1210 San Antonio Austin TX 78701 • P.O. Box 2131 Austin TX 78768-2131
Gene Terry, *Executive Director*

UNEMPLOYMENT FUND

RESERVE CALCULATION

Based on Years 2006 - 2010

840 Galveston County **Beginning Balance: $111,539.64**

			Deposits	Charges	Other
1/9/06	2006	1	29,052.84		
6/15/06	2006	1		-18,000.15	
4/12/06	2006	2	38,874.89		
9/15/06	2006	2		-17,771 73	
7/10/06	2006	3	33,853.14		
12/15/06	2006	3		-30,256.03	
10/6/06	2006	4	41,635.84		
3/15/07	2006	4		-18,444.17	
3/29/07	2006	4			-10,312.33 (Operating Expense)
5/11/07	2006	4			-55,690 57 (Refunded Reserve)
					2006 balance: 104,481 38
1/5/07	2007	1	35,689.72		
4/6/07	2007	2	38,295 77		
9/18/07	2007	2		-9,875.19	
7/5/07	2007	3	34,035.38		
12/21/07	2007	3		-11,281 65	
10/11/07	2007	4	39,806 73		
3/25/08	2007	4		-7,433 31	
4/1/08	2007	4			-7,571.40 (Operating Expense)
5/22/08	2007	4			-123,576.87 (Refunded Reserve)
					2007 balance: 92,570 56
1/9/08	2008	1	37,249 07		
6/15/08	2008	1		-10,596.19	
4/7/08	2008	2	40,676.68		
9/19/08	2008	2		-21,442.80	
6/30/08	2008	3	34,932 93		
12/15/08	2008	3		-41,543.62	
10/10/08	2008	4	40,218 07		
3/15/09	2008	4		-86,334.25	
4/15/09	2008	4			-13,622 12 (Operating Expense)
6/8/09	2008	4			53,028.03 (Deficit Payment)
					2008 balance: 125,136 37
1/8/09	2009	1	44,147 41		
7/20/09	2009	1		-81,245.37	
10/13/09	2009	1			37,097 96 (Deficit Payment)
4/1/09	2009	2	25,516.72		
9/11/09	2009	2		-61,569 41	
11/2/09	2009	2			36,052.69 (Deficit Payment)
6/26/09	2009	3	26,209 30		
12/15/09	2009	3		-52,753.16	
2/11/10	2009	3			22,251 35 (Deficit Payment)
10/13/09	2009	4	-37,097 96		

UNEMPLOYMENT FUND

RESERVE CALCULATION

Based on Years 2006 - 2010

10/13/09	2009	4	37,097.96			
10/15/09	2009	4	30,501.81			
11/2/09	2009	4	36,052.69			
11/2/09	2009	4	-36,052.69			
5/14/10	2009	4		-62,451.08		
5/25/10	2009	4			-23,968.36	(Operating Expense)
10/25/10	2009	4			94,196 16	(Deficit Payment)
						2009 balance: 159,122.39
1/11/10	2010	1	30,932.11			
6/15/10	2010	1		-44,543.29		
10/25/10	2010	1			13,611.18	(Deficit Payment)
3/31/10	2010	2	25,556.36			
9/15/10	2010	2		-58,192.09		
4/1/11	2010	2			46,246.91	(Deficit Payment)
7/6/10	2010	3	29,403.10			
12/15/10	2010	3		-75,927.14		
4/1/11	2010	3			32,912.86	(Deficit Payment)
9/30/10	2010	4	25,304 78			
3/10/11	2010	4			-17,761 77	(Operating Expense)
3/15/11	2010	4		-74,052 44		
						2010 balance 92,612 96

Account Balance: $92,612.96

Total claims for 5 years $783,713.07
One year reserve $203,765 40

*** * * Invoice for: $111,152.44 * * ***

4/7/11

AGENDA ITEM #25

Bazaman, Harvey

From: Hannon, Jennifer [Jennifer Hannon@ssa gov]
Sent: Thursday, April 28, 2011 2 51 PM
To Bazaman, Harvey
Cc: Lewis, Patricia A FO Galveston
Subject· Corrected IPMOU for Galveston Co Jail
Attachments. GALVESTON CO 7885 IPMOU doc

Mr. Bazaman, GIVE TO HARVEY

Attached is the IPMOU ready for signature by the county judge Please print **two** copies and have them signed and ~~mail back to~~ me If there are any errors or corrections that need to be made on the contract, please notify me and I will prepare a new contract

Social Security Administration

Center for Disability, Attn. Jennifer Hannon

1301 Young St Room 670

Dallas, TX 75202

<<GALVESTON CO 7885 IPMOU doc>>

Thank you,

Jennifer Hannon

Disability Program Specialist

Center for Disability, Dallas

214 767 4295

Consideration of Incentive Memorandum
etc. etc, etc.

SOCIAL SECURITY

Office of the Regional Commissioner

May 20, 2011

Mr Dwight Sullivan
Galveston County
P O Box 17253
Galveston, TX 77552-7253

Dear Mr Sullivan

Enclosed is a fully executed Incentive Payment Memorandum of Understanding (IPMOU) between the Social Security Administration and the county of Galveston

We greatly appreciate your assistance in obtaining the Memorandum and we look forward to working with Galveston County Jail

If members of your staff have any questions about the agreement, please have them contact Jennifer Hannon at 214-767-4295 in Management and Operations Support, Center for Disability or by email at Jennifer Hannon@ssa gov

Sincerely,

Martha J Lambie
Regional Commissioner

Enclosure

cc Patricia Lewis

INCENTIVE PAYMENT MEMORANDUM OF UNDERSTANDING (IPMOU)
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND THE
GALVESTON COUNTY JAIL, GALVESTON, TX 77550

I. Purpose

The purpose of this agreement is to set forth the terms and conditions under which a State or local facility or institution (Reporter) will provide to the Social Security Administration (SSA) information about certain individuals who are confined to a facility or institution under authority of law at any time during the period covered by this agreement. The information the Reporter provides may result in the suspension of Supplemental Security Income (SSI) payments under Title XVI of the Social Security Act (the Act) and Retirement, Survivors and Disability (RSDI) benefits under Title II of the Act for those confined individuals. The Reporter may provide information on its own behalf or on behalf of other facilities and institutions SSA will pay the Reporter for that information in accordance with law SSA may also use the information to investigate and monitor the performance of representative payees who are confined to a facility or institution under authority of law at any time during the period covered by this agreement If warranted, SSA may revoke their certification for payment of benefits

II. Legal Authority

This agreement is entered into under sections 202(x)(1)(A)(ii), 202(x)(3), and 1611(e)(1)(I)(i) of the Act, which authorize SSA to enter into agreements with interested State or local institutions (such as a jail, prison, or other penal institution or correctional facility or other institutions in which people are confined by court order at public expense) to obtain information about certain confined SSA beneficiaries and to pay for this information Sections 202(x)(1)(A), 202(x)(3), 1611(e)(1)(A), and 1611(e)(1)(I) of the Act require SSA to limit or deny the payment of benefits to certain Title II beneficiaries confined to an institution under a conviction of a criminal offense, and Title XVI recipients for any full calendar month during which the recipient is confined to a jail, prison, or other penal institution or correctional facility at public expense. Under sections 205(j)(1)(A), 1631(a)(2)(A)(iii), and 1631(a)(2)(B) of the Act, SSA may investigate and monitor the performance of representative payees who are confined to a facility or institution and revoke their certification for payment of benefits if warranted

Section 552a(a)(8)(B)(viii) of Title 5, U S C , as amended by section 402(a)(2) of Public Law 106-170, exempts this agreement, and information exchanged under this agreement, from certain provisions of the Privacy Act, i e , those relating to computer matches

III. Definitions

A **"Certain Other Individuals Confined at Public Expense" (Title II beneficiaries)** are individuals confined by court order for more than 30 continuous days in any institution at public expense in connection with

(1) A verdict or finding that the individual is guilty of a criminal offense but insane, or

(2) A verdict or finding that the individual is not guilty of a criminal offense by reason of insanity, or

(3) A finding that the individual is incompetent to stand trial under an allegation of a criminal offense, or

(4) A similar verdict or finding with respect to such an offense based on similar factors (such as a mental disease, a mental defect or mental incompetence).

Such an individual is considered confined until (1) he or she is released from the care and supervision of such institution, and (2) such institution ceases to meet the individual's basic living needs

B **"Confined"** refers to individuals who are confined

C **"Conviction"** means the judgment in a criminal case that an individual is guilty of a crime It may result from a verdict or finding of guilty, a plea of guilty, or a plea of nolo contendere (no contest)

D **"Disclosure"** means the release of information (data) with or without the consent of the individual(s) to whom the information pertains

E **"Facility Identification Code"** means the six-character code that SSA will assign to a facility or institution that confines individuals and is covered by this agreement This code must be furnished with each submission of inmate data to SSA concerning the facility/institution's confined individuals in order for SSA to process any incentive payments due the facility/institution under this agreement

F **"More than 30 continuous days"** means that a Title II individual has been convicted and remains confined in an institution for a period of more than 30 continuous days following the conviction Suspension applies for a month where the individual has been convicted and confined for any part of that month

Example 1 Individual is convicted on April 28, enters an institution on April 30 and is released on June 3 The individual would be convicted and confined for more than 30 continuous days Benefits would be suspended for all three months, April, May, and June

Example 2 Individual is convicted on May 1, enters an institution on May 1 and is released on June 30 The individual would be convicted and confined for more than 30 continuous days in an institution Benefits would be suspended for both months, May and June

G **"Other Confined Individuals" (Title XVI Beneficiaries)** are individuals who are confined to a jail or similar facility throughout any month during the period covered by this agreement This individual remains confined if transferred from one public institution to another or if temporarily absent from such an institution, or resides in the institution as of the beginning of a month and dies in the institution during the month

H **"Record"** means any item, collection, or grouping of information about an individual that is maintained by an entity including, but not limited to, the individual's criminal history, name, Social Security number (SSN), aliases, date of birth, gender, date of confinement, place of confinement and prisoner or inmate status

I **"Reporter Identification Code"** means the four-character code assigned by SSA to the Reporter that is party to the agreement and that will report information on its own behalf and/or on behalf of other facilities/institutions identified in this agreement

J **"Representative Payee"** means the person, agency, organization or institution selected (by SSA) to receive and manage benefits on behalf of an incapable (SSA) beneficiary This includes a parent who is receiving benefits on behalf of the parent's minor child

K **"Sexually Dangerous Individuals"** are individuals, who immediately upon completion of their prison sentence for a criminal offense (an element of which is sexual activity), are confined for more than 30 continuous days by court order in an institution at public expense These individuals are confined in an institution based on a determination or finding that they are sexually dangerous persons, sexual predators, or similar determinations or findings

L **"State or Local Facility or Institution" ("Reporter")** means

(1) Any interested State or local institution comprising a jail, prison, penal institution, or correctional facility, or

(2) Any other interested State or local facility or institution that confines certain Title II beneficiaries at public expense as set forth in definition A

M **"Throughout a month"** means that a Title XVI individual is confined in an

institution at the beginning of a calendar month and stays through the entire month Suspension applies in any month throughout which an individual is an inmate of a jail, prison, other similar facility or public institution

Example 1 If an individual enters an institution on April 30 and is released on June 3, the individual would be considered to be confined throughout May

Example 2 If an individual enters an institution on May 1 and is released on June 30, the individual would not have been confined in an institution throughout either May or June

Under the SSI program, an individual who is confined in a public institution is considered as remaining confined in a public institution if the individual is transferred from one such institution to another or if the individual is temporarily absent for a period of not more than 14 consecutive days An individual also is considered confined in an institution throughout a month if the individual is confined in the institution as of the beginning of a month and dies in the institution during the month

IV. Responsibilities of the Parties

A Reporter Responsibilities

(1) Provide SSA with identifying information for confined individuals

(2) Opt to qualify only for the payment of Title XVI Incentive Payments If the Reporter chooses that option, then the Reporter must provide SSA with the following data elements related to the identity of the confined individuals

(a) Social Security number (provide all numbers the individual has been known to use),

(b) Name (provide all combination of names and Social Security numbers the individual has been known to use),

(c) Date of Birth (known or alleged),

(d) Confinement Date (provide the date the inmate was admitted to the facility or the date custody of the individual began),

(e) Facility Identification Code, and

(f) Other identifying information as required in the attached Enumeration Verification System (EVS) User Package for Correctional Institutions

For the Title XVI Incentive Payments only, the Reporter will furnish SSA

with Reports (electronic file or paper report, if appropriate) containing the data elements/reporting requirements listed here for SSI recipients whose confinement commenced on or after March 1, 1997

(3) Opt to qualify for the payment of both Title XVI incentive payments and Title II incentive payments If the Reporter chooses that option, then, the Reporter must provide SSA with the following data elements related to the identity of confined individuals

(a) through (f) above, plus

(g) the date of conviction for the criminal offense

For the Title XVI and Title II Incentive Payments, the Reporter will furnish SSA with reports (electronic file or paper report, if appropriate) containing the data elements/reporting requirements listed here for SSI recipients whose confinement commenced on or after March 1, 1997, for RSDI beneficiaries whose confinement and conviction commenced on or after April 1, 2000

(4) Send the data to SSA via a secure electronic media, such as a form of Government to Government Services Online (GSO), secure messaging, or data exchange

(5) Clearly identify the facility/institution that is the source of the records when preparing and transmitting records

(6) Submit data to SSA in the following sequence

(a) First, the Reporter must submit a report on total inmate population, commonly referred to as a census report

(b) Next, the Reporter must submit files monthly, the file must be submitted for the calendar month preceding the month in which the report is submitted The monthly report should consist of

- data for those individuals who are admitted to the facility/institution at any time during the period from the first day of the reporting month to the last day of that month (e g , newly admitted inmates) and/or,

- data for those individuals already in the custody of the facility/institution who have subsequently been convicted since the facility/institution initially began reporting inmate data to SSA

(7) Provide SSA with an annual census report if SSA requests it

B SSA Responsibilities

(1) Match the data elements received from the Reporter against the following systems of records

(a) Supplemental Security Income Record and Special Veterans Benefits SSA/OASSIS (60-0103)

(b) Master Representative Payee File SSA/OISP (60-0222)

(c) Master Beneficiary Record SSA/DCS (60-0090)

(d) Master Files of Social Security Number Holders and SSN Applications SSA/DCS (60-0058) (Alphident & Numident)

(2) After validating or locating the proper Social Security number, SSA will

(a) Determine if the individual is receiving SSI or RSDI benefits

(b) Determine whether the individual has received an SSI benefit in the month preceding the first month throughout which such individual is an inmate

(c) Determine whether the individual has received an RSDI benefit in the month preceding the first month during which such individual is an inmate

(d) Determine whether such individual is acting as a representative payee.

(e) Investigate and determine whether revocation of representative payee certification is appropriate under applicable law as cited in Article I

(f) Determine whether the individual has been confined throughout a calendar month for SSI or convicted and confined for more than 30 continuous days for RSDI

(g) Notify the individual of the suspension action and provide the individual with an opportunity to contest the planned action under applicable regulations

(h) Suspend SSI and RSDI payments as required by law

(i) Pay the Reporter as specified under this agreement

(j) Provide the Reporter with a notice of the amount of the incentive

payment, the payment date, the total number of suspended individuals, and a list of the individuals suspended

V. Reporter Records

These records are compiled from

GALVESTON COUNTY JAIL, FID TX0152

Reporters must contact **JENNIFER HANNON** to establish electronic processes, such as GSO, with SSA systems

VI. Incentive Payment Process

A SSI (Title XVI) Incentive Payments

SSA will pay an incentive payment to a Reporter covered by this agreement for information on a confined individual that the Reporter furnishes to SSA within the time periods specified below, if the confined individual is

(1) Receiving an SSI payment for the month preceding the first month throughout which the confined individual is in such facility/institution, and

(2) Determined by SSA to be ineligible for a SSI payment for the first month of confinement as a result of the information provided by the Reporter under this agreement

B RSDI (Title II) Incentive Payments·

SSA will pay an incentive payment to a Reporter covered by this agreement for information on a confined and convicted individual that the Reporter furnishes to SSA within the time periods specified below, if the confined individual is

(1) Receiving an RSDI payment for the month preceding the first month during which the confined individual is in a facility/institution, and

(2) Determined by SSA to be ineligible for an RSDI payment for any part of the first month as a result of the information provided by the Reporter under this agreement

C SSA Payment

(1) SSA will pay the Reporter according to the following schedule

(a) $400 if the Reporter furnishes the information to SSA on a confined

individual described above within 30 days after the date the individual's confinement in such facility/institution begins, and

(b) $200 if the Reporter furnishes such information to SSA after 30 days after such date but within 90 days after such date

(c) The amounts above will be reduced by 50 percent per Report when the Reporter furnishes a Report to SSA because the individual's benefit is to be suspended under the SSI program and another Report because the same individual's benefit is to be suspended under the RSDI program

(2) If SSA cannot validate the SSN of a confined individual, SSA will take no further action to suspend the confined individual's SSI or RSDI benefits

(3) SSA will not pay an incentive payment for information about a confined individual if, prior to SSA's receipt of the information, SSA has already determined that the individual is ineligible for SSI or RSDI payments, or if the only action taken by SSA is to suspend the individual from serving as a representative payee

(4) Payments made by SSA under this agreement represent incentive payments for data provided under this agreement when the data results in the suspension of SSI payments to confined individuals or suspension of RSDI payments for confined and convicted individuals

(5) The time SSA requires to verify the data, determine whether suspension of an individual's SSI or RSDI payment is appropriate, and provide due process to an individual subject to a suspension action may vary from case to case and may represent several months Accordingly, several months may elapse from the time the Reporter provides information to the time SSA makes a payment

(6) SSA will pay incentive payments to the Reporter on a monthly basis by electronic transfer of funds The Reporter will name a financial institution and provide the information required on the attached Automated Clearing House Vendor/Miscellaneous Payment Enrollment Form (SF 3881) to receive its incentive payments by electronic transfer of funds

(7) SSA will provide the Reporter with a notice of the amount of the incentive payment, the payment date, the total number of suspended individuals, and a list of individuals suspended Disputes involving these incentive payments will be considered by the Regional Prisoner Coordinator designated in section IX The Reporter should forward a written request describing the dispute in detail to the Regional Prisoner Coordinator designated in Article IX within 30 days of its receipt of the relevant incentive payment notice

VII. Records Usage, Duplication, and Redisclosure Restrictions

A SSA will use the information provided by the Reporter only to determine which of the confined/convicted individuals are receiving payments and to suspend these payments as required by law and to investigate and monitor the performance of representative payees

B As required by the Act, SSA will redisclose the information obtained pursuant to this agreement to any Federal or federally assisted cash, food, or medical assistance program, for eligibility purposes

C Information provided is stored within the Prisoner Update Processing System (PUPS), the Privacy Act System of Records Notice for this system (Prisoner Update Processing System (PUPS), SSA/OPB) 60-0269, documents any additional uses for which this information may be shared without consent.

D SSA will retire all identifiable records in accordance with the Federal Records Retention Schedule (44 U S C. § 3303a)

VIII. Notice, Verification, and Opportunity to Contest

A SSA will verify information obtained under this agreement prior to initiating any adverse action against an individual Pursuant to its applicable regulations, SSA will inform the individual by written notice that it has received specified information indicating that the individual is confined under the jurisdiction of a named prison system or is an inmate of a public institution beginning (month/year) and that, by law, SSI payments and/or RSDI benefits must be suspended SSA will afford the individual the opportunity to contest and submit information concerning the planned action and to appeal a determination by SSA to suspend payments in accordance with applicable regulations

B SSA is responsible for determining the most suitable representative payee to receive Title II and Title XVI payments The representative payee who receives notice of a change of representation for the affected beneficiary or recipient based in part on the current payee's incarceration or confinement has 30 days to contest the Agency's decision

C SSA's final decision on the representative payee issue does not affect the eligibility or entitlement of a represented individual to the continued receipt of Social Security benefits or SSI payments In the event that there is any adverse effect on the monthly benefits or payments to the beneficiary or recipient as a result of the data match under this agreement, or if a decision is made to change the representative payee, the beneficiary or recipient will receive notice of the change

IX. Duration and Modification of the Agreement

This agreement shall be effective as of May 19, 2011 Any modification or amendment of this agreement must be in writing and agreed to by both parties Either party may terminate this agreement by giving the other party 60 days notice in writing

X. Contacts

A SSA Regional Prisoner Coordinator

NAME: JENNIFER HANNON
ADDRESS: 1301 YOUNG ST. ROOM 670 DALLAS, TX 75202
TELEPHONE: (214) 767-4281
FAX: (214) 767-8267
E-MAIL: JENNIFER. HANNON@SSA.GOV

B SSA Policy Contact

Judy Sale
Office of Payment and Claimant Representation Policy
6401 Security Boulevard, 2-B-18A Operations Building
Baltimore, MD 21235-6401
(410) 965-8581
FAX (410) 966-2839
E-mail Judy Sale@ssa gov

C SSA Technical Contact for Computer Operation

NAME: JENNIFER HANNON
ADDRESS: 1301 YOUNG ST. ROOM 670 DALLAS, TX 75202
TELEPHONE: (214) 767-4281
FAX: (214) 767-8267
E-MAIL: JENNIFER. HANNON@SSA.GOV

D Reporter Contact for Incentive Payments

NAME: CHIEF DEPUTY MIKE HENSON
ADDRESS: GALVESTON COUNTY JAIL
5700 AVENUE H (BALL)

GALVESTON, TX 77550
TELEPHONE: (409) 621-7929
FAX: (409) 765-3116
E-MAIL: MIKE.HENSON@CO.GALVESTON.TX.US

E Reporter Contact for the Electronic File Process

NAME: DEPUTY JOSE SALAZAR
ADDRESS: 5700 AVENUE H (BALL) GALVESTON, TX 77550
TELEPHONE: (409) 776-2338
FAX:
E-MAIL: JOSE.SALAZAR@CO.GALVESTON.TX.US

OR

NAME: SGT. DONNA KLIGAR
ADDRESS: 5700 AVENUE H (BALL) GALVESTON, TX 77550
TELEPHONE: (409) 621-7938
FAX:
EMAIL: DONNA.KLIGAR@CO.GALVESTON.TX.US

F Reporter Contact for Accounting Information

NAME: CLIFF BILLINGSLEY, COUNTY AUDITOR
ADDRESS: GALVESTON COUNTY COURTHOUSE
722 MOODY, 4TH FLOOR
GALVESTON, TX 77550
TELEPHONE: (409) 770-5301
FAX: (409) 766-4559 (Ms. Susan Black)
E-MAIL: CLIFF.BILLINGSLEY@CO.GALVESTON.TX.US

XI. Integration Clause

This IPMOU constitutes the entire agreement of the parties with respect to its subject matter There have been no representations, warranties, or promises made outside of this agreement This agreement shall take precedence over any other documents that may be in conflict with it, including any similar agreements entered into previously by the reporter and SSA concerning disclosure of records of confined individuals or inmates of public institutions

XII. SSA Authorized Signature

The signatories below warrant and represent that they have the competent authority on behalf of their respective entities to enter into the obligations set forth in this agreement

Social Security Administration

Stephanie Hall
Acting Assistant Deputy Commissioner
for Budget, Finance and Management

11/18/2009
Date

Social Security Administration
Region VI

[Name]
Regional Commissioner

5/19/2011
Date

Galveston County

Mark Henry
County Judge

Attest:

Dwight D. Sullivan
County Treasurer

May 10, 2011
Date

AGENDA ITEM #26

NO

BACK – UP

PROVIDED

AGENDA ITEM #27

Chapman, Brandy

From: Simsen, John
Sent: Wednesday, May 11, 2011 11 39 AM
To: Chapman, Brandy
Cc: Sanchez, John
Subject: FW Attached SF-SAC Data Collection Form for Fiscal Year Ended 09-30-2010

Hi Brandy. Attached is the package that needs to be sent, along with the completed certification form, to the SAA and HGAC

Please send to

SAA@txdps.state tx us

Faye prevot@h-gac com

John simsen@co galveston tx us

Thanks, Brandy, and John too!

From: Sanchez, John
Sent: Wednesday, May 11, 2011 10:58 AM
To: Simsen, John
Cc: Modzelewski, Jeff
Subject: FW: Attached: SF-SAC Data Collection Form for Fiscal Year Ended 09-30-2010

John – Please find attached the A-133 package you need to attach to the SAA audit certification form

John Sanchez, Jr.
Accounting Supervisor
Galveston County Auditor's Office
(409) 770-5344
john.sanchez@co.galveston.tx.us

From: Modzelewski, Jeff
Sent: Wednesday, May 11, 2011 8:45 AM
To: Sanchez, John
Subject: Attached: SF-SAC Data Collection Form for Fiscal Year Ended 09-30-2010

John,

As we discussed, attached please find the completed clearinghouse form, which I filed electronically Tuesday

a m , 05/10/2011

Please forward to whomever you think needs a copy, such as John Simsen.

Thanks

Jeff

- - - - - - - - - - -

Jeff Modzelewski, MBA, CPA
First Assistant County Auditor - Director of Accounting
Galveston County Auditor's Office
P O Box 1418
Galveston, TX 77553-1418
E-Mail. jeff modzelewski@co galveston.tx.us
Tel 409-770-5328
Fax: 409-766-4583

2011
REQUIRED NIMSCAST, TRRN, AND A-133 AUDIT CERTIFICATIONS

Req. #	Initials	Certifications
1	MH	I certify that my jurisdiction has completed the FY2010 NIMS Implementation Objectives and has completed and is 100% compliant with the FY2010 NIMSCAST Implementation Objectives and Metrics for Local Governments
2	MH	I certify that my jurisdiction is registered with the Texas Regional Response Network (TRRN)
3 Choose 1	MH	I certify that my jurisdiction/entity has entered all deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant Program funds has been entered into the TRRN
	☐	I certify that my jurisdiction/entity does not have any deployable equipment with a cost of $5,000 or more purchased with Homeland Security Grant Program funds
4	☐	I certify my jurisdiction/entity did NOT expend over $500,000 in Federal funding during its last fiscal year, so NO A-133 audit was necessary or obtained
	MH	I certify my jurisdiction/entity expended over $500,000 in Federal funding in its last fiscal year Choose 1 box below also
		☒ I certify an A-133 Audit was timely obtained and there were no findings concerning SAA-administered grants Attached is a copy of the reporting package previously forwarded to the Federal Clearinghouse
		☐ I certify an A-133 Audit was timely obtained and there were no findings concerning SAA-administered grants In lieu of a reporting package, attached is a detailed § A-133 §___ 320(e)(2)Written Notification of No Findings signed by CEO or CFO
		☐ I certify an A-133 Audit was timely obtained and there were some audit findings concerning SAA-administered grants Attached is a copy of the reporting package previously forwarded to the Federal Clearinghouse
		☐ The jurisdiction did not timely obtain an A-133 Audit

Print Name of City, County, or Tribe	Galveston County
Print Name of Chief Elected Official, Chief Executive Officer, OR Chief Financial Officer	Mark Henry
Title (Judge, Mayor, ED, City Manager)	County Judge
Signature	Mark Henry
Date	May 10, 2011

2011 NIMSCAST/TRRN/A-133 AUDIT CERTIFICATION

Completion of this certification form is required by all sub-recipients to be eligible for homeland security grant funds This form must be signed by the chief elected official, chief executive officer, and/or chief financial officer A sub-recipient may chose to have multiple signatories

NIMSCAST

The NIMS Compliance Assistance Support Tool (NIMSCAST) is designed as a free, web-based self-assessment tool for State, territorial, tribal, and local governments to evaluate and report their jurisdiction's achievement of all NIMS Compliance Objectives (Implementation Activities) released since fiscal year (FY) 2005 by National Preparedness Directorate's Incident Management Systems Integration Division (IMSI)

Homeland Security Presidential Directive (HSPD)-5 requires Federal Departments and agencies to make adoption of the NIMS by State and local organizations a condition for Federal preparedness assistance The NIMSCAST facilitates the adoption of the NIMS by State, territory, tribal, and local governments in order to meet the requirement established in HSPD-5

Every city, county, and tribal jurisdiction must be 100% complete and compliant with the FFY 2010 NIMSCAST assessment to be eligible to receive 2011 Homeland Security Grant funding ***The deadline for meeting this requirement was September 30, 2010.***

TRRN

The Texas Regional Response Network (TRRN) is a web-based registration application through the Texas Forest Service The function of the TRRN web registration application is to provide a central, web-based system to organize and coordinate resources in response to such incidents

Any jurisdiction who has received Homeland Security Grant Program funding must register with TRRN Any equipment with a cost of $5,000 or more, purchased with Homeland Security Grant Program funds, must be entered into the TRRN

OMB CIRCULAR A-133 SINGLE AUDIT

Any sub-recipient expending Federal funds in excess of $500,000 must obtain an OMB Circular A-133 Single Audit and provide a copy of the reporting package to the SAA For those sub-recipients whose A-133 audit disclosed no audit findings associated with the federal awards administered by the State Administrative Agency, the sub-recipient may provide the SAA an A-133 §____ 320(e)(2) Written Notification of No Findings in lieu of providing a copy of the reporting package previously forwarded to the Federal Clearinghouse The written notification of no findings must contain required information about each grant award from SAA and must be signed by the Chief Elected Official, Chief Executive Officer, or Chief Financial Officer

RETURN INSTRUCTIONS AND ADDRESS

The certification form and any required attachments (i e reporting package) must be emailed to the State Administration Agency (SAA) at SAA@txdps state tx us no later than May 16, 2011 In the email subject line, please mention jurisdiction and certification form

AND

A completed and signed copy also must be emailed to your local COG Contact the Homeland Security Grant facilitator at your local COG for email instructions

OMB No 0348-0057

FORM **SF-SAC** (5-18-2010)

U S DEPT OF COMM – Econ and Stat. Admin.– U S CENSUS BUREAU
ACTING AS COLLECTING AGENT FOR
OFFICE OF MANAGEMENT AND BUDGET

Data Collection Form for Reporting on AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS for Fiscal Year Ending Dates in 2010, 2011, or 2012

Complete this form, as required by OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

PART I GENERAL INFORMATION *(To be completed by auditee, except for Items 6, 7, and 8)*

1. Fiscal period ending date for this submission: Month 09 / Day 30 / Year 2010

2. Type of Circular A-133 audit: 1 [X] Single audit 2 [ ] Program-specific audit

3. Audit period covered: 1 [X] Annual 2 [ ] Biennial 3 [ ] Other – [ ] Months

4. Auditee Identification Numbers

a. Primary Employer Identification Number (EIN): 74-6000908

b. Are multiple EINs covered in this report? 1 [ ] Yes 2 [X] No

c. If Part I, Item 4b = "Yes," complete Part I, Item 4c on the continuation sheet on Page 4.

d. Data Universal Numbering System (DUNS) Number: 08-150-7709

e. Are multiple DUNS covered in this report? 1 [ ] Yes 2 [X] No

f. If Part I, Item 4e = "Yes," complete Part I, Item 4f on the continuation sheet on Page 4

5. AUDITEE INFORMATION

a. Auditee name: GALVESTON COUNTY, TEXAS

b. Auditee address *(Number and street)*: 722 MOODY, 4TH FLOOR

City: GALVESTON

State: TX ZIP + 4 Code: 77550 –

c. Auditee contact
Name: JEFF MODZELEWSKI
Title: FIRST ASSISTANT COUNTY AUDITOR

d. Auditee contact telephone: (409) 770 – 5328

e. Auditee contact FAX: (409) 766 – 4583

f. Auditee contact E-mail: JEFF.MODZELEWSKI@CO.GALVESTON.TX.US

g. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of OMB Circular A-133 for the period described in Part I, Items 1 and 3, (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the provisions of the Circular; and, (3) the information included in **Parts I, II,** and **III** of this data collection form is accurate and complete. I declare that the foregoing is true and correct.

Auditee certification: ELECTRONICALLY CERTIFIED Date: 5/10/2011

Name of certifying official: JEFFREY P. MODZELEWSKI

Title of certifying official: 1ST ASSISTANT COUNTY AUDITOR - DIR. OF ACCOUNTING

6. PRIMARY AUDITOR INFORMATION *(To be completed by auditor)*

a. Primary auditor name: NULL-LAIRSON, PC

b. Primary auditor address *(Number and street)*: 2000 LOOP 197 NORTH, STE 200

City: TEXAS CITY

State: TX ZIP + 4 Code: 77590 –

c. Primary auditor contact
Name: TOM PEDERSEN
Title: PARTNER

d. Primary auditor contact telephone: (409) 948 – 4406

e. Primary auditor contact FAX: (409) 948 – 0364

f. Primary auditor contact E-mail: TPEDERSEN@NULL-LAIRSON.COM

g. AUDITOR STATEMENT – The data elements and information included in this form are limited to those prescribed by OMB Circular A-133. The information included in Parts II and III of the form, except for Part III, Items 7, 8, and 9a-9g, was transferred from the auditor's report(s) for the period described in Part I, Items 1 and 3, and **is not a substitute** for such reports. The auditor has not performed any auditing procedures since the date of the auditor's report(s). A copy of the reporting package required by OMB Circular A-133, which includes the complete auditor's report(s), is available in its entirety from the auditee at the address provided in Part I of this form. As required by OMB Circular A-133, the information in **Parts II** and **III** of this form was entered in this form by the auditor based on information included in the reporting package. The auditor has not performed any additional auditing procedures in connection with the completion of this form

7a. Add Secondary auditor information? (Optional)

1 [ ] Yes 2 [X] No

b. If "Yes," complete **Part I, Item 8** on the continuation sheet on page 5.

Auditor certification: ELECTRONICALLY CERTIFIED Date: 5/10/2011

NOT FOR SUBMISSION

INTERNET REPORT ID: 425681 VERSION: 1

Primary EIN. 74 – 6000908

PART II FINANCIAL STATEMENTS *(To be completed by auditor)*

1. Type of audit report

Mark either: 1 [X] Unqualified opinion **OR**

any combination of: 2 [ ] Qualified opinion 3 [ ] Adverse opinion 4 [ ] Disclaimer of opinion

2. Is a "going concern" explanatory paragraph included in the audit report? 1 [ ] Yes 2 [X] No

3. Is a significant deficiency disclosed? 1 [X] Yes 2 [ ] No

4. Is a material weakness disclosed? 1 [X] Yes 2 [ ] No

5. Is a material noncompliance disclosed? 1 [ ] Yes 2 [X] No

PART III FEDERAL PROGRAMS *(To be completed by auditor)*

1. Does the auditor's report include a statement that the auditee's financial statements include departments, agencies, or other organizational units expending $500,000 or more in Federal awards that have separate A-133 audits which are not included in this audit? (AICPA Audit Guide, Chapter 13) 1 [ ] Yes 2 [X] No

2. What is the dollar threshold to distinguish Type A and Type B programs? (OMB Circular A-133 §___.520(b)) $ 1,952,959

3. Did the auditee qualify as a low-risk auditee? (§___.530) 1 [X] Yes 2 [ ] No

4. Is a significant deficiency disclosed for any major program? (§___.510(a)(1)) 1 [X] Yes 2 [ ] No

5. Is a material weakness disclosed for any major program? (§___.510(a)(1)) 1 [X] Yes 2 [ ] No

6. Are any known questioned costs reported? (§___ 510(a)(3) or (4)) 1 [X] Yes 2 [ ] No

7. Were Prior Audit Findings related to **direct** funding shown in the Summary Schedule of Prior Audit Findings? (§___.315(b)) 1 [ ] Yes 2 [X] No

8. Indicate which **Federal** agency(ies) have current year audit findings related to **direct** funding or prior audit findings shown in the Summary Schedule of Prior Audit Findings related to **direct** funding. *(Mark (X) all that apply or None)*

- 98 [ ] U.S. Agency for International Development
- 10 [ ] Agriculture
- 23 [ ] Appalachian Regional Commission
- 11 [ ] Commerce
- 94 [ ] Corporation for National and Community Service
- 12 [ ] Defense
- 84 [ ] Education
- 81 [ ] Energy
- 66 [ ] Environmental Protection Agency
- 39 [ ] General Services Administration
- 93 [ ] Health and Human Services
- 97 [ ] Homeland Security
- 14 [ ] Housing and Urban Development
- 03 [ ] Institute of Museum and Library Services
- 15 [ ] Interior
- 16 [ ] Justice
- 17 [ ] Labor
- 09 [ ] Legal Services Corporation
- 43 [ ] National Aeronautics and Space Administration
- 89 [ ] National Archives and Records Administration
- 05 [ ] National Endowment for the Arts
- 06 [ ] National Endowment for the Humanities
- 47 [ ] National Science Foundation
- 07 [ ] Office of National Drug Control Policy
- 59 [ ] Small Business Administration
- 96 [ ] Social Security Administration
- 19 [ ] U.S. Department of State
- 20 [ ] Transportation
- 21 [ ] Treasury
- 64 [ ] Veterans Affairs
- 00 [ ] **None**
- [ ] Other – *Specify*

X

FORM SF SAC (5 18-2010)

Primary EIN 7 4 – 6 0 0 0 9 0 8

FORM SF-SAC (5 18 2010)

PART III FEDERAL PROGRAMS – Continued

9. FEDERAL AWARDS EXPENDED DURING FISCAL YEAR

CFDA Number: Federal Agency Prefix[1] (a)	CFDA Number: Extension[2] (b)	Research and development (c)	ARRA[3] (d)	Name of Federal program (e)	Amount expended (f)	Direct award (g)	Major program: Major program (h)	Major program: If yes, type of audit report[4] (i)	**10.** AUDIT FINDINGS: Type(s) of compliance requirement(s)[5] (a)	Audit finding reference number(s)[6] (b)
1 0	.555	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	NATIONAL SCHOOL LUNCH PROGRAM	$ 54,246 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
1 4	.228	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	HIGH ISLAND SEWER IMPROVEMENTS	$ 98,602 00	1 ☐ Y 2 ☒ N	1 ☒ Y 2 ☐ N	U	O	N/A
1 4	.228	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	CDBG HOUSING GRANT	$ 9,036,155 .00	1 ☐ Y 2 ☒ N	1 ☒ Y 2 ☐ N	U	B	10-10
1 4	.228	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	CDBG NON-HOUSING GRANT	$ 699 00	1 ☐ Y 2 ☒ N	1 ☒ Y 2 ☐ N	U	O	N/A
1 6	.606	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	STATE CRIMINAL ALIEN ASST PROGRAM	$ 89,823 00	1 ☒ Y 2 ☐ N	1 ☐ Y 2 ☒ N		O	N/A
1 6	.738	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM	$ 60,419 00	1 ☒ Y 2 ☐ N	1 ☐ Y 2 ☒ N		O	N/A
1 6	.738	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM	$ 20,391 00	1 ☒ Y 2 ☐ N	1 ☐ Y 2 ☒ N		O	N/A
1 6	.738	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM	$ 23,890 00	1 ☒ Y 2 ☐ N	1 ☐ Y 2 ☒ N		O	N/A
1 6	.738	1 ☐ Y 2 ☒ N	1 ☒ Y 2 ☐ N	FY 09 RECOVERY ACT EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE ARRA	$ 323,809 .00	1 ☒ Y 2 ☐ N	1 ☐ Y 2 ☒ N		O	N/A
1 6	.710	1 ☐ Y 2 ☒ N	1 ☒ Y 2 ☐ N	COPS HIRING RECOVERY PROGRAM ARRA	$ 527,873 00	1 ☒ Y 2 ☐ N	1 ☐ Y 2 ☒ N		O	N/A
TOTAL FEDERAL AWARDS EXPENDED →					$ 65,000,000 00					

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[1] See Appendix 1 of instructions for valid Federal Agency two-digit prefixes

[2] Or other identifying number when the Catalog of Federal Domestic Assistance (CFDA) number is not available *(See Instructions)*

[3] American Recovery and Reinvestment Act of 2009 (ARRA)

[4] If major program is marked "Yes," enter only one letter (**U** = Unqualified opinion, **Q** = Qualified opinion, **A** = Adverse opinion, **D** = Disclaimer of opinion) corresponding to the type of audit report in the adjacent box If major program is marked "No," leave the type of audit report box blank.

[5] Enter the letter(s) of all type(s) of compliance requirement(s) that apply to audit findings (i e , noncompliance, significant deficiency (including material weaknesses), questioned costs, fraud, and other items reported under §___ 510(a)) reported for each Federal program

- A Activities allowed or unallowed
- B Allowable costs/cost principles
- C Cash management
- D Davis – Bacon Act
- E Eligibility
- F. Equipment and real property management
- G Matching, level of effort, earmarking
- H Period of availability of Federal funds
- I Procurement and suspension and debarment
- J Program income
- K. Real property acquisition and relocation assistance
- L. Reporting
- M Subrecipient monitoring
- N Special tests and provisions
- O None
- P Other

[6] N/A for NONE

Primary EIN 7 4 – 6 0 0 0 9 0 8

FORM SF-SAC (5-18 2010)

PART III FEDERAL PROGRAMS – Continued

9. FEDERAL AWARDS EXPENDED DURING FISCAL YEAR

CFDA Number: Federal Agency Prefix[1] (a)	CFDA Number: Extension[2] (b)	Research and development (c)	ARRA[3] (d)	Name of Federal program (e)	Amount expended (f)	Direct award (g)	Major program: Major program (h)	Major program: If yes type of audit report[4] (i)	**10.** AUDIT FINDINGS: Type(s) of compliance requirement(s)[5] (a)	Audit finding reference number(s)[6] (b)
1 6	.523	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	JUVENILE ACCOUNTABILITY BLOCK GRANT	$ 18,675 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
1 6	.523	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	JUVENILE ACCOUNTABILITY BLOCK GRANT	$ 2,565 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
1 6	.588	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	VIOLENCE AGAINST WOMENS ACT (VAWA)	$ 45,639 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
1 6	.588	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	VIOLENCE AGAINST WOMENS ACT (VAWA)	$ 5,555 .00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 7	.042	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	EMERGENCY MANAGEMENT ASSISTANCE	$ 195,509 .00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 7	.111	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	REGIONAL CASATROPHIC PREPAREDNESS GRANT PROGRAM	$ 44,921 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 7	.047	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	PRE-DISASTER MITIGATION GRANT	$ 2,205 .00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 7	.039	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	HAZARD MITIGATION GRANT PROGRAM - HOME BUY OUT	$ 23,592,538 00	1 ☐ Y 2 ☒ N	1 ☒ Y 2 ☐ N	U	CFL	10-05, 10-07, 10-08, 1
9 7	.036	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	EMERGENCY MANAGEMENT ASSISTANCE/ IKE	$ 30,112,316 00	1 ☐ Y 2 ☒ N	1 ☒ Y 2 ☐ N	U	B	10-06
9 7	.008	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	URBAN AREA SECURITY INITIATIVE	$ 12,334 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
TOTAL FEDERAL AWARDS EXPENDED →					$ ~~65,000,000~~ 00					

RECEIVED

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[2] Or other identifying number when the Catalog of Federal Domestic Assistance (CFDA) number is not available *(See instructions)*
[3] American Recovery and Reinvestment Act of 2009 (ARRA)
[4] If major program is marked "Yes," enter only one letter (**U** = Unqualified opinion, **Q** = Qualified opinion, **A** = Adverse opinion, **D** = Disclaimer of opinion) corresponding to the type of audit report in the adjacent box. If major program is marked "No," leave the type of audit report box blank.
[5] Enter the letter(s) of all type(s) of compliance requirement(s) that apply to audit findings (i.e., noncompliance, significant deficiency (including material weaknesses), questioned costs, fraud, and other items reported under §___ 510(a)) reported for each Federal program.

- A Activities allowed or unallowed
- B Allowable costs/cost principles
- C Cash management
- D. Davis – Bacon Act
- E Eligibility
- F Equipment and real property management
- G Matching, level of effort, earmarking
- H. Period of availability of Federal funds
- I Procurement and suspension and debarment
- J Program income
- K Real property acquisition and relocation assistance
- L. Reporting
- M Subrecipient monitoring
- N Special tests and provisions
- O None
- P. Other

[6] N/A for NONE

Primary EIN 7 4 – 6 0 0 0 9 0 8

FORM SF-SAC (5-18-2010)

PART III FEDERAL PROGRAMS – Continued

9. FEDERAL AWARDS EXPENDED DURING FISCAL YEAR

CFDA Number: Federal Agency Prefix[1] (a)	CFDA Number: Extension[2] (b)	Research and development (c)	ARRA[3] (d)	Name of Federal program (e)	Amount expended (f)	Direct award (g)	Major program: Major program (h)	Major program: If yes, type of audit report[4] (i)	10. AUDIT FINDINGS: Type(s) of compliance requirement(s)[5] (a)	Audit finding reference number(s)[6] (b)
9 7	.008	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	URBAN AREA SECURITY INITIATIVE	$ 39,753 .00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 7	.008	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	URBAN AREA SECURITY INITIATIVE	$ 43,667 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 7	.073	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	STATE HOMELAND SECURITY PROGRAM	$ 7,754 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 7	.073	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	STATE HOMELAND SECURITY PROGRAM	$ 29,498 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 7	.053	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	CITIZEN CORP PROGRAM	$ 998 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 3	.044	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	SUPPORTIVE SERVICES III-B	$ 126,929 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 3	.045	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	CONGREGATE & HOME DELIVERED MEAL PROGRAM III-C	$ 444,755 .00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 3	.658	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	FOSTER CARE TITLE IV-E	$ 39,350 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 3	.658	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	FOSTER CARE TITLE IV-E	$ 49,382 .00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
9 3	.658	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N	FOSTER CARE TITLE IV-E	$ 40,372 00	1 ☐ Y 2 ☒ N	1 ☐ Y 2 ☒ N		O	N/A
TOTAL FEDERAL AWARDS EXPENDED →					$ ~~65,000,622~~ 00					

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[3] American Recovery and Reinvestment Act of 2009 (ARRA)

[4] If major program is marked "Yes," enter only one letter (**U** = Unqualified opinion, **Q** = Qualified opinion, **A** = Adverse opinion, **D** = Disclaimer of opinion) corresponding to the type of audit report in the adjacent box. If major program is marked "No," leave the type of audit report box blank.

[5] Enter the letter(s) of all type(s) of compliance requirement(s) that apply to audit findings (i e , noncompliance, significant deficiency (including material weaknesses), questioned costs, fraud, and other items reported under §___ 510(a)) reported for each Federal program

- A Activities allowed or unallowed
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- H Period of availability of Federal funds
- I Procurement and suspension and debarment
- J. Program income
- K. Real property acquisition and relocation assistance
- L. Reporting
- M Subrecipient monitoring
- N Special tests and provisions
- O None
- P. Other

[6] N/A for NONE

PART I **Item 5 Continuation Sheet**

c. List the multiple Employer Identification Numbers (EINs) covered in this report.

1	NLA	21	–	41	–
2	–	22	–	42	–
3	–	23	–	43	–
4	–	24	–	44	–
5	–	25	–	45	–
6	–	26	–	46	–
7	–	27	–	47	–
8	–	28	–	48	–
9	–	29	–	49	–
10	–	30	–	50	–
11	–	31	–	51	–
12	–	32	–	52	–
13	–	33	–	53	–
14	–	34	–	54	–
15	–	35	–	55	–
16	–	36	–	56	–
17	–	37	–	57	–
18	–	38	–	58	–
19	–	39	–	59	–
20	–	40	–	60	–

f. List the multiple DUNS covered in the report

1	NLA	–	21	–	–
2	–	–	22	–	–
3	–	–	23	–	–
4	–	–	24	–	–
5	–	–	25	–	–
6	–	–	26	–	–
7	–	–	27	–	–
8	–	–	28	–	–
9	–	–	29	–	–
10	–	–	30	–	–
11	–	–	31	–	–
12	–	–	32	–	–
13	–	–	33	–	–
14	–	–	34	–	–
15	–	–	35	–	–
16	–	–	36	–	–
17	–	–	37	–	–
18	–	–	38	–	–
19	–	–	39	–	–
20	–	–	40	–	–

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FORM SF SAC (5-18-2010)

PART I GENERAL INFORMATION – Continued

8. Part I, Item 8, Secondary Auditor's Contact Information *(List the Secondary Auditor's Contact information)*

1. a. Secondary Auditor name N / A	**2. a.** Secondary Auditor name	**3. a.** Secondary Auditor name
b. Secondary Auditor address *(Number and street)*	**b.** Secondary Auditor address *(Number and street)*	**b.** Secondary Auditor address *(Number and street)*
City	City	City
State ZIP + 4 Code –	State ZIP + 4 Code –	State ZIP + 4 Code –
c. Secondary Auditor contact Name	**c.** Secondary Auditor contact Name	**c.** Secondary Auditor contact Name
Title	Title	Title
d. Secondary Auditor contact telephone ( ) –	**d.** Secondary Auditor contact telephone ( ) –	**d.** Secondary Auditor contact telephone ( ) –
e. Secondary Auditor contact FAX ( ) –	**e.** Secondary Auditor contact FAX ( ) –	**e.** Secondary Auditor contact FAX ( ) –
f. Secondary Auditor contact E-mail	**f.** Secondary Auditor contact E-mail	**f.** Secondary Auditor contact E-mail
4. a. Secondary Auditor name	**5. a.** Secondary Auditor name	**6. a.** Secondary Auditor name
b. Secondary Auditor address *(Number and street)*	**b.** Secondary Auditor address *(Number and street)*	**b.** Secondary Auditor address *(Number and street)*
City	City	City
State ZIP + 4 Code –	State ZIP + 4 Code –	State ZIP + 4 Code –
c. Secondary Auditor contact Name	**c.** Secondary Auditor contact Name	**c.** Secondary Auditor contact Name
Title	Title	Title
d. Secondary Auditor contact telephone ( ) –	**d.** Secondary Auditor contact telephone ( ) –	**d.** Secondary Auditor contact telephone ( ) –
e. Secondary Auditor contact FAX ( ) –	**e.** Secondary Auditor contact FAX ( ) –	**e.** Secondary Auditor contact FAX ( ) –
f. Secondary Auditor contact E-mail	**f.** Secondary Auditor contact E-mail	**f.** Secondary Auditor contact E-mail

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AGENDA ITEM #28a

NO

BACK – UP

PROVIDED

AGENDA ITEM #28b

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Freeman Mendell
Chief of Staff

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

May 3, 2011

Kathy Hopkins
Mitigation Specialist
Flood Mitigation Planning
Texas Water Development Board
P O Box 13231
1700 N Congress Ave Austin, TX 78711-3231

Re: Galveston County SRL Request for Funding

Dear Ms Hopkins,

I have been authorized by the Galveston County Commissioners Court to request funding through the FEMA Severe Repetitive Loss Grant Program I, Mark Henry, do hereby authorize the request for said funding.

I also hereby designate John Simsen, Galveston County Emergency Management Coordinator, and Connie Nicholson, Galveston County Grants Manager, as County Primary Project Officers and authorize them to sign all necessary FEMA- SRL application documents on my behalf

Sincerely,

Mark Henry
County Judge

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409-765-2915

AGENDA ITEM #28c

SAIC
From Science to Solutions

BDR Division

May 3, 2011

To: John Simsen, Galveston County Emergency Management Coordinator
1353 FM 646, Suite 201
Dickinson TX, 77539

From: Thad Leugemors, Project Manager

Re: Galveston County HMGP Buyout Program Offer Acceptance Deadline Recommendation

Dear Mr Simsen

The final buyout offer was presented on Friday May 6, 2011 In an effort to maintain the project schedule, it is my recommendation that the County establish an offer acceptance deadline of May 20, 2011 This will allow applicants who have recently received their offer time to consider it and it will compel applicants who have previously received an offer but not responded to act

Once the deadline has been approved by Commissioners Court, we will notify each remaining applicant in writing of the deadline and follow up with phone calls. Failure of an applicant to accept their offer by the deadline will be treated as a decline by default This will allow us to meet all future milestones and close out the project on time

Please verify your concurrence with this recommendation

Concurrence

5/10/11
Date

2301 LUCIEN WAY SUITE 120 MAITLAND, FL 32751

t 321 441 8500 f 321 441 8501

AGENDA ITEM #28d

CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Patrick F. Doyle, as a member of Commissioners' Court of Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court.

(Select One)

The business entity is South Land Title

The real property is _____

BUSINESS ENTITY CONFLICT

* Patrick F. Doyle, (~~have~~/has) a substantial interest in this business entity for the following reasons. (Check all which are applicable.)

( ) Ownership of 10% or more of the voting stock or shares of the business entity.

( ) Ownership of 10% or more of the fair market value of the business entity.

( ) Ownership of $15,000. or more of the fair market value of the business entity.

( ) Funds received from the business entity exceed 10% of ** _____ gross income for the previous year.

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

*_____ (have/has) a substantial interest in this real property for the following reasons: (Check all which are applicable.)

***

( ) Real property is involved and _____ have an equitable or legal ownership with a fair market value of at least $2,500.

( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the real property that would be affected by a decision of the Commissioners' Court.

Upon the filing of this affidavit with the County Clerk, I affirm that I will abstain from voting on any decision involving this business entity or the real property and from any further participation on this matter.

This Affidavit is being executed on Claim No. 28d dated May 10, 2011. (Fill in if applicable.)

Signature of Official

County Commissioner Precinct 1
Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

Sworn to and Subscribed before me on this 10th day of May, 2011

DWIGHT D. SULLIVAN, County Clerk
Galveston County, Texas

By: Brandy Chapman
Brandy Chapman Deputy

* ("I" or name of relative or relationship)
** (my, his, her)
*** (I, he, she)

COMMISSIONER S COURT BUYOUT LIST 5/10/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner s Last Name	Owner s First Name	Damaged Property Address	Presented Offer Date
1	4 14 2010	4204-[illegible]	R 2449	Wooley	Tom D & Melinda	16702 W Beach Rd Jamaica Beach TX	3 18 2010
2	4 14/2010	4204 [illegible]	R124991	Shubert	Linda E & Jack	16706 W Beach Rd Jamaica Beach TX	3 16 2010
3	4 14 2010	[illegible]	R 25003	Picone	Arthur Jr & Christy Schluter	16734 W Beach Rd Jamaica Beach TX	3 14 2010
4	4/14 2010	[illegible]	R 25071	Jammal	Cory	16929 Jamaica Beach Rd Jamaica Beach	3 18 2010
5	4 14 2010	[illegible]	R 25372	Rice	William R	16925 Jamaica Beach Rd Jamaica Beach TX	3 18 2010
6	4 14 2010	[illegible]	R 25[illegible]	McDaniel	Micheal	16921 Jamaica Beach Rd Jamaica Beach TX	[illegible]
7	4/14/2010	4215 [illegible]	R125[illegible]6	Van Vulpen	Pauline & Betty F Wallace	16913 Jamaica Beach Rd Jamaica Beach TX	3 20 2010
8	4 14/2010	4215 [illegible]	R121374	Murphy	Anne	16930 Beachcomber Jamaica Beach TX	3 16 2010
9	4 14 2010	[illegible] 0024 000	R 72208	McGee	Webster R	2784 Hwy 87 Gilchrist Tx 77617	4 1 2010
10	4 14/2010	4260 [illegible]	R 921[illegible]	Vandling	Weny & Robert	2578 Holiday Drive Crystal Beach Tx [illegible]	[illegible] 8 2010
11	4 14/2010	4280 [illegible]	R179407	Jacobs	Dan	963 S Stingaree Dr Crystal Beach Tx [illegible]	4 5 2010
12	4/14/2010	6040 [illegible]	R1 9921	Downs	Bradford K & Clara	2888 Tropicana Dr Crystal Beach TX 77650	3 16 2010
13	4/14/2010	6040 [illegible]	R1 9925	Meaux Sr	Lamont E	2910 Tropicana Dr Crystal Beach TX	3/17 20 0
14	4/14/2010	6040 [illegible]	R179926	Brown	James N DDS	2918 Tropicana Dr Crystal Beach TX	3/16 20 0
15	4/14/2010	6040 [illegible]	R17992[illegible]	Wolfe	Larry	2920 Tropicana Crystal Beach TX	3/17 2010
16	4/14/2010	[illegible]	R180977	Spell	Lena J	2809 Tradewinds Crystal Beach Tx 7650	3 16 2010
17	4 14 2010	[illegible]	R180978	Cowle	Mark	2793 Tradewinds Ln Crystal Beach TX	3/16 2010
18	4/14/2010	[illegible]	R180979	Garza	Charles V	2789 Tradewind Ln Crystal Beach TX	3 16 20 0
19	4 14/2010	[illegible]	R 80999	Bridwell	Ronald P	2764 Tradewind Ln Crystal Beach TX	3 16 2010
20	4 14/2010	[illegible]	R181004	Franchville	Robert	2782 Tradewind Ln Crystal Beach TX	3/16 2010
21	4 14 2010	[illegible]	R181008	Andrues	Paul	2794 Tradewind Ln Crystal Beach TX 77650	3 17 2010
22	4 14 2010	[illegible]	R181012	Salter	James A	2812 Tradewind Ln Crystal Beach TX	3 16 2010
23	4/21/2010	1204-0000-0002-000	R172186	Sandhez	Eddie & Elizabeth	2618 Hwy 87 Gilchrist TX 77617	4/1/2010
24	4/21/2010	1204-0000-0004-000	R172188	Konarik	Victor & Patrice	2632 Hwy 87 Gilchrist TX 77617	4/14/2010
25	4/21/2010	1204-0000-0006-000	R172189	Popejoy Jr	Lee T	2640 Hwy 87 Gilchrist, TX 77617	4/6/2010
26	4/21/2010	1204-0000-0017-000	R172201	Miller	Michael D	2728 Hwy 87 Gilchrist TX 77617	4/14/2010
27	4/21/2010	1204-0000-0018-000	R172202	Kirkland	Gloria	2736 Hwy 87 Gilchrist TX 77617	4/14/2010
28	4/21/2010	1204-0000-0023-000	R172207	Dexter	Bruce & Leonard, David	2782 Hwy 87 Gilchrist TX 77617	4/14/2010
29	4/21/2010	1204-0000-0028-000	R172212	Jones	Scott & Shannon	2810 Hwy 87 Gilchrist, TX 77617	4/8/2010
30	4/21/2010	1204-0000-0029-000	R172213	Collins	Jeff & Kay	2820 Hwy 87 Gilchrist,TX 77617	4/5/2010
31	4/21/2010	1204-0000-0032-000	R172216	Reedy	Jean M	2834 Hwy 87 Gilchrist TX 77617	4/5/2010
32	4/21/2010	1204-0000-0038-002	R172224	Sage	Hope	2865 Hwy 87 Gilchrist TX 77617	4/12/2010
33	4/21/2010	0064-0022-0003-000	R177048	Pace	John W.	1428 Hwy 87 Gilchrist TX 77617	4/9/2010
34	4/21/2010	2278-0000-0005-004	R177069	Skaggs	Willis Ray	978 Baker Ln Gilchrist TX 77617	4/15/2010
35	4/21/2010	2935-0000-0007-000	R177065	Cooper	Kyle & Mandy	972 Bluestein Gilchrist, TX 77617	4/15/2010
36	4/21/2010	2957-0002-0002-000	R177207	Oehlers	Beth Lanell & Eddie	994 Elizabeth St Gilchrist TX 77617 Lots 3&4	4/14/2010
37	4/21/2010	2957-0002-0005-000	R177209	Oehlers	Beth Lanell & Eddie	990 Elizabeth St Gilchrist TX 77617	4/14/2010
38	4/21/2010	2957-0002-0006-000	R177200	Oehlers	Beth Lanell & Eddie	986 Elizabeth St Gilchrist TX 77617 Lots 6&7	4/14/2010
39	4/21/2010	2957-0002-0007-000	R177210	Oehlers	Beth Lanell & Eddie	980 Elizabeth St Gilchrist TX 77617	4/14/2010
40	4/21/2010	2957-0002-0008-000	R177211	Rogers	Larry & Kayley	976 Elizabeth St Gilchrist TX 77617	4/15/2010
41	4/21/2010	2957-0003-0002-000	R177224	Roberts	Marilyn	989 Elizabeth St Gilchrist TX 77617	4/14/2010
42	4/21/2010	2957-0003-0004-000	R177228	Giles-Saunders	Lori	985 Elizabeth St Gilchrist TX 77617	4/14/2010
43	4/21/2010	2958-0001-0003-001	R177253	Higgins	Barbara S.	973 Mae St Gilchrist TX 77617	4/15/2010
44	4/21/2010	2958-0002-0003-000	R177268	Livingston	Patrick J.E	968 Church St Gilchrist TX 77617	4/12/2010
45	4/21/2010	3585-0011-0000-011	R177521	De Luna	Teresa A	986 Alicia Dr Gilchrist TX 77617	4/14/2010
46	4/21/2010	3587-0021-0005-000	R177185	Hranicka	Paul Ray	1036 Black s Slip Rd Gilchrist TX 77617	4/14/2010
47	4/21/2010	0064-0093-0000-000	R177654	Rodriguez	Janet B.	1748 Highway 87 Gilchrist TX 77617	4/14/2010
48	4/21/2010	7325-0002-0004-000	R178177	Klimpt	Kelly	984-A Beaumont St Gilchrist TX 77617	4/14/2010
49	4/21/2010	7071-0000-0057-000	R178731	McCarron	James D	3388 Sand Castle Crystal Beach TX 77650	4/12/2010
50	4/21/2010	3550-0013-0004-000	R178852	Rogers	Douglas & Marcus	3012 Cedar Lane Crystal Beach TX 7765-	4/14/2010

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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's Last Name	Damaged Property Address	Presented Offer Date
51	4/21/2010	3950-0013-0005-000	R176853	Taylor	Michael	3016 Cedar Lane Crystal Beach TX 77650	4/14/2010
52	4/21/2010	4050-0006-0279-000	R179155	Hankey	Henry & Mary	2581 Holiday Dr Crystal Beach TX 77650	4/16/2010
53	4/21/2010	4050-0000-0329-000	R179207	Deary	Gregory P	2628 Holiday Crystal Beach TX 77650	4/14/2010
54	4/21/2010	4067-0001-0006-000	R179225	Murphy	Robert & Carolyn	3298 Treasure Ln Crystal Beach TX 77650	4/13/2010
55	4/21/2010	6275-0003-0009-000	R180431	Hawthorne	Steve A	2330 Trinidad Crystal Beach TX 77650	4/14/2010
56	4/21/2010	6766-0001-0001-000	R180587	Plank	Shirley E	2906 Gulf Dr Lots 1 & 2 Crystal Beach TX 77650	4/13/2010
57	4/21/2010	7120-0006-0009-000	R180975	Tantzen	Kendall	2817 Tradewinds Crystal Beach TX	4/7/2010
58	4/21/2010	7120-0011-0008-000	R181031	Sultan	Syed	2808 Tradewind Crystal Beach TX 77650	4/13/2010
59	4/21/2010	3956-0000-0006-000	R217391	Hawthorne	Flint	1944 Avenue J Crystal Beach TX 77650	4/14/2010
60	4/21/2010	3956-0000-0010-000	R217396	Martian	Bello	1954 Avenue J Crystal Beach TX 77650	4/14/2010
61	4/21/2010	2700-0001-0006-000	R291679	O'Brien	Doris M	3096 James St Crystal Beach TX 77650	4/15/2010
62	4/21/2010	0064-0062-0001-000	R364510	Wright	James H	1644 Hwy 87 Gilchrist TX 77617	4/13/2010
63	4/21/2010	0064-0120-0000-001	R364607	Gilreath	DeAnna	976 Geary Ln Gilchrist, TX 77617	4/9/2010
64	4/21/2010	0064-0101-0003-000	R365774	Pangalla	David	989 Mazzu St Gilchrist TX 77617	4/8/2010
65	4/21/2010	1204-0000-0100-004	R375461	Sage	Hope	2672 Hwy 87 Gilchrist, TX 77617	4/12/2010
66	4/21/2010	3956-0003-0006-001	R385175	Crowell	Harold W	1948 Avenue J Crystal Beach TX 77650	4/9/2010
67	4/21/2010	4050-0000-0330-000	R401664	Deary	Gregory P	2624 Holiday Crystal Beach TX 77650	4/14/2010
68	4/21/2010	0064-0022-0002-003	R423404	Venacek	Gerald & Sandra	1414 Hwy 87 Gilchrist TX 77617	4/14/2010
69	4/21/2010	1828-0004-0019-000	R510022	Taylor	Michael	973 Caplen Gilchrist TX 77617	4/14/2010
70	4/21/2010	7335-0002-0004-001	R611164	Klumpt	Kelly	984-B Beaumont St Gilchrist TX 77617	4/14/2010
71	5/5/2010	1204-0000-0006-000	R172190	Sarman	Linda R	2648 Hwy 87 Gilchrist TX 77617	4/18/2010
72	5/5/2010	1204-0000-0020-000	R172204	Hancock	Doug & Gail	2752 Hwy 87 Gilchrist TX 77617	4/21/2010
73	5/5/2010	1204-0000-0030-000	R172214	Smith	Greg & Josie	2826 Hwy 87 Gilchrist TX 77617	4/21/2010
74	5/5/2010	2205-0000-0290-000	R172505	Carney	Lillie M	1412 Van Sant Gilchrist TX 77617	4/27/2010
75	5/5/2010	0064-0002-0000-000	R[illegible]	Moore Jr	Teddy	1188 Bryants Ln Caplen TX 77617	4/20/2010
76	5/5/2010	2210-0000-0000-000	R176944	Akin	Stephen J	989 Johnson Rd Gilchrist TX 77617	4/16/2010
77	5/5/2010	2210-0003-0000-000	R176948	Woodson	Michael	980 Lazy Lane Gilchrist TX 77617	4/27/2010
78	5/5/2010	3585-0001-0000-003	R177512	Brett	Mary E & Joseph D	979 Alicia Dr Gilchrist TX 77617	4/16/2010
79	5/5/2010	1835-0000-0002-000	R178[illegible]	Russenberger	Frank	981 Beaumont Ave Gilchrist TX 77617	4/16/2010
80	5/5/2010	3077-0000-0000-000	R178476	Hooper	Fred D Jr	2116 Gulf St Crystal Beach TX 77650	4/17/2010
81	5/5/2010	4050-0000-0001-000	R179208	Thornton	Patricia	2618 Holiday Dr Crystal Beach TX 77650	4/27/2010
82	5/5/2010	4050-0000-0010-000	R179219	Cramer	Alan	2574 Holiday Crystal Beach TX 77650	4/21/2010
83	5/5/2010	5135-0001-0043-000	R179477	Hebert	Alton John	849 Meynig Ln Crystal Beach TX 77650	4/27/2010
84	5/5/2010	1068-0000-0000-000	R181375	Cramer	Alan	1098 Hwy 87 Gilchrist TX 77617	4/21/2010
85	5/5/2010	3550-0000-0015-000	R186431	Hughes	Benny H & Allison	3592 Tarpon Bay Crystal Beach TX 77650	4/19/2010
86	5/5/2010	1865-0000-0034-001	R214702	Jacobs	Dan	1142 Gulfview Rd Crystal Beach TX 77650	4/22/2010
87	5/5/2010	3956-0000-0002-000	R217389	Neal	Paul	1940 Avenue J Crystal Beach TX 77650	4/15/2010
88	5/5/2010	3956-0000-0007-000	R217397	Henley	Terry	1937 Avenue J Crystal Beach TX 77650	4/15/2010
89	5/5/2010	3956-0000-0012-000	R217398	Henley	Terry	1939 Avenue J Crystal Beach TX 77650	4/15/2010
90	5/5/2010	35-0003-0001-001	R263[illegible]	Thornton	Jack & Jennie	982 Austin Dr Gilchrist TX 77617	4/27/2010
91	5/12/2010		R[illegible]	Wall Jr	[illegible]	[illegible]	
92				[illegible]			
93							
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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
101	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
102	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
103	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
104	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
105	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
106	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
107	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
108	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
109	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
110	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
111	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
112	5/19/2010	410-0000-0008-000	R170388	Randall	Lionel	987 Cade St Gilchrist TX 77617	[illegible]
113	5/19/2010	204-0000-0009-000	R172[illegible]33	Shell's Gilchrist House	Kocurek Scott L & Michelle	2670 Hwy 87 Gilchrist TX 77617	[illegible]
114	5/19/2010	2205-0000-0126-000	R172351	Berry	Yvonne	1413 van Sant Gilchrist TX 77617	[illegible]
115	5/19/2010	2[illegible]06-0000-0447-000	R177655	Boudreaux	David	1118 Mabry Gilchrist TX 77617	[illegible]
116	5/19/2010	0054-0003-0000-000	R173798	Bauer	Arthur R & Gail E	990 Gordon Dr Caplen TX 77617	[illegible]
117	5/19/2010	0064-0049-0000-000	R176666	Sisk	Dorothy	1609 Hwy 87 Gilchrist TX 77617	[illegible]
118	5/19/2010	1590-0002-0021-000	R176684	Minocchi	Marjannie	1014 Deens St Gilchrist TX 77617	[illegible]
119	5/19/2010	2210-0002-0011-000	R173937	Wells	Ross & Daughtry Richard	1362 Keith Ave Gilchrist TX 77617	[illegible]
120	5/19/2010	2210-0003-0014-000	R176955	Gregory	Richard B & Marcia	1375 Keith Caplen TX 77617	[illegible]
121	5/19/2010	2958-0002-0008-000	R177253	Atkinson	John S	988 Kirk's Rd Gilchrist TX 77617	[illegible]
122	5/19/2010	2958-0001-0009-002	R177261	Clark	Ross & Barbara	992 Kirk Rd Gilchrist TX 77617	[illegible]
123	5/19/2010	3270-0001-0025-000	R177324	Meadows	Bobby	[illegible] Haggard Slip Rd Gilchrist TX 77617	[illegible]
124	5/19/2010	3585-0015-0004-000	R177548	Shonka	Frank	990 Kirkpatrick Gilchrist TX 77617	[illegible]
125	5/19/2010	3485-0020-0000-001	R177781	Robbins	Cliff	983 French Road Gilchrist TX 77617	[illegible]
126	5/19/2010	5010-0000-0010-000	R179[illegible]96	Mazzu	Donald J & Anna M	989 Mazzu St Gilchrist TX 77617	[illegible]
127	5/19/2010	1067-0000-0080-000	R178467	Harvey-Schneider	Mary N & Kenneth	865 Alberdie Dr Crystal Beach TX 77650	[illegible]
128	5/19/2010	3015-0000-0015-000	R178531	Frost	Jack	2089 Sand Drift Crystal Beach TX 77650	[illegible]
129	5/19/2010	4050-0000-0204-000	R179087	Gaspard	Norman & Regina	2601 Breaker Crystal Beach TX 77650	[illegible]
130	5/19/2010	6270-0001-0013-000	R180356	Hatch	Sherrye	3184 Gulf Coast Crystal Beach TX 77650	[illegible]
131	5/19/2010	6550-0006-0008-000	R186432	Nichols	H G Sr estate of R Allan	2594 Tarpon Way Crystal Beach TX 77650	[illegible]
132	5/19/2010	0134-0000-0016-000	R214294	Quinn	Robert G	1390 Gulf Crystal Beach TX 77650	[illegible]
133	5/19/2010	3200-0000-0210-000	R216216	Burgess	James C & Irene A	1346 Emerald Dr Crystal Beach TX 77650	[illegible]
134	5/19/2010	3200-0000-0293-000	R216295	Unruh	James & Eulalia	803 Surfview Emerald Beach TX 77650	[illegible]
135	5/19/2010	3200-0000-0235-000	R216297	Follis	Ed B	1336 Emerald Dr Crystal Beach TX 77650	[illegible]
136	5/19/2010	3200-0000-0463-000	R216444	Lees	William	339 Emerald Dr Crystal Beach TX 77650	[illegible]
137	5/26/2010	3735-0000-0185-000	R172154	Moe	James	1058 4th Street Gilchrist TX 77617	5/17/2010
138	5/26/2010	1825-0002-0021-000	R176896	Hornbuckle	Virginia	971 Jean Ave Gilchrist TX 77617	5/17/2010
139	5/26/2010	2958-0002-0014-000	R177277	Sanchez	Raymond & Lisa	971 Kirk Rd Gilchrist TX 77617	5/17/2010
140	5/26/2010	3685-0003-0000-003	R177490	Coaster	Terry J & Deborah J	983 Weber Rd Gilchrist TX 77617	[illegible]
141	5/26/2010	3585-0014-0004-000	R177539	Stoneham	Mark & Caroline	989 Kirkpatrick Gilchrist TX 77617	5/18/2010
142	5/26/2010	6363-0001-0014-000	R180307	Conn	Dorothy A	3480 Smiths Point Crystal Beach TX 77650	[illegible]
143	5/26/2010	3755-0001-0003-000	R216766	Calder	Dennie Ray	1990 Avenue I Crystal Beach TX 77650	[illegible]
144	5/26/2010	3755-0001-0004-000	R216767	MacMillan	Scott & Patricia	1988 Avenue I Crystal Beach TX 77650	[illegible]
145	5/26/2010	3956-0000-0016-000	R217402	Dunlap	Jo Ann	1949 Avenue J Crystal Beach TX 77650	[illegible]
146	5/26/2010	5655-0001-0001-004	R217945	MacMillan	Scott & Patricia	840 Gulf Shores Dr Crystal Beach TX 77650	[illegible]
147	5/26/2010	6280-0010-0003-000	R218027	Windmeyer	Don & Susan	1768 Redfish Ln Crystal Beach TX 77650	5/17/2010
148	5/26/2010	6180-0000-0052-000	R303823	Hebert	Clay J	1126 Rollover Circle Gilchrist TX 77617	[illegible]
149	5/26/2010	7336-0000-0001-004	R363829	Selcer	Tobias & Amanda	993 Butterfield Gilchrist TX 77617	[illegible]

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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
150	6/2/2010	4107 0000-0020 000	R170400	Galewsky	Harry	958 James Rd Gilchrist TX 77617	5/19/2010
151	6/2/2010	1590-0002 0016-000	R176680	Todd	Laura Ann & Monroe Lee	1038 Deens St Gilchrist TX 77617	5/14/2010
152	6/2/2010	1825 0002-0004-001	R176880	Beerer	Larry D	970 Dolly St Gilchrist TX 77617	5/18/2010
153	6/2/2010	1825 0003-0003 002	R176901	Finley	George,Larry,Carolyn	970 Jean St Gilchrist TX 77617	5/3/2010
154	6/2/2010	1825-0003-0006-000	R176903	Serafino	Aless Ann Isbell	976 Jean St Gilchrist TX 77617	5/14/2010
155	6/2/2010	2210 0001-0000 000	R176929	Blackwell	Daniel	968 Johnson Rd Gilchrist TX 77617	5/13/2010
156	6/2/2010	2957-0003-0007-001	R177232	Kaleta	Richard & Teresa	974 Mae St Gilchrist TX 77617	5/18/2010
157	6/2/2010	3276-0003-0009 000	R177404	Hellinger	Charles N	1048 Waco Gilchrist TX 77650	5/14/2010
158	6/2/2010	3585-0008-0000 007	R177504	Haddox	Ronald & Anna Lee	978 Katy St Gilchrist TX 77617	5/11/2010
159	6/2/2010	3586-0025 0006-000	R177591	Bieligk	Michael	983 Bos Rd Gilchrist TX	5/12/2010
160	6/2/2010	4110 0001-0005-000	R177841	Marcon	Howard,Anthony,Sandry	977 S Deens St Gilchrist TX 77617	5/11/2010
161	6/2/2010	3075-0000 0006 000	R178520	Radley	Don/Radley Family LP	2402 Sand Drift Ln Crystal Beach TX 77650	5/18/2010
162	6/2/2010	5135 0000-0042-000	R179476	Hanson, Todd	Beachrock Trust	865 Meynig Dr Crystal Beach TX 77650	5/10/2010
163	6/2/2010	1845 0002 0016-000	R214539	Cramer	Alan	1848 Pompano Crystal Beach TX 77650	5/19/2010
164	6/2/2010	1845-0003-0004 000	R214556	Denena	Johnny	1800 Redfish Lane Crystal Beach,TX 77650	5/17/2010
165	6/2/2010	1865 0000 0143-000	R214719	Hulsey	LMH Trust	819 East Rd Crystal Beach TX 77650	5/13/2010
166	6/2/2010	6280-0010-0001 000	R218028	Plum	Beth & Russell	1762 Red Fish Ln Crystal Beach TX 77650	5/14/2010
167	6/2/2010	6280-0010-0006-000	R218031	Rogers	Douglas	1782 Redfish Ln Crystal Beach TX 77650	5/21/2010
168	6/2/2010	7315-0000-0049-000	R218272	Langtree	John A	830 Alma Ln Crystal Beach, TX 77650	5/20/2010
169	6/2/2010	3276 0001-0070 001	R381412	Forsythe	Sallie & Jessie	1275 Faggards Slip Gilchrist TX 77617	5/13/2010
170	6/9/2010	2205-0000-0197-000	R172421	Wheeler	Eileen	1071 Van Sant Gilchrist TX 77617	5/25/2010
171	6/9/2010	4040-0000-0026-000	R172894	Harwell	Michael	2552 Hwy 87 Gilchrist TX 77617	5/19/2010
172	6/9/2010	4040-0000-0031 000	R172899	Stronach	Donald A & Marjorie A	2548 Hwy 87 Gilchrist TX 77617	5/26/2010
173	6/9/2010	2210-0002-0007-000	R176935	McAbee	David	1376 Keith Ave Gilchrist TX 77617	5/18/2010
174	6/9/2010	2955-0002 0013 000	R177099	Fuselier	Harold & Elaine	977 Bay St Gilchrist TX 77617	5/24/2010
175	6/9/2010	4660-0018-0009-000	R177938	Johnston	Irwin B	989 Daigle Dr Gilchrist TX 77617	5/26/2010
176	6/9/2010	5670-0000 0176-000	R179886	Eakins	Gary W	2478 Gilmore Crystal Beach TX 77650	5/21/2010
177	6/9/2010	7120-0002-0028-000	R180786	Arisco	Ida Joyce	915 Driftwood Dr Crystal Beach TX 77650	5/25/2010
178	6/9/2010	3201-0013-0214-000	R216693	Cribbs	C Haden, Jr	2023 Lakeview Dr Crystal Beach TX 77650	5/25/2010
179	6/9/2010	3201-0013-0215-000	R216695	Cribbs	C Haden, Jr	2025 Lakeview Dr Crystal Beach, TX 77650	5/25/2010
180	6/9/2010	6280-0010 0004-000	R218029	Umstead	Billy J & Yoriko	1774 Redfish Ln Crystal Beach TX 77650	5/24/2010
181	6/9/2010	7336 0000-0001-003	R363828	Escagne	Allen H	997 Butterfield Ln Gilchrist TX 77617	5/25/2010
182	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
183	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
184	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
185	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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189	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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193	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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195	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
196	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
197	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

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No	Court Action Date	GCAD Number	Property ID	Owner s Last Name	Owner s First Name	Damaged Property Address	Presented Offer Date
198	6/30/2010	1640-0000-0002-000	R170267	Polk	Carol J	945 James Rd. Gilchrist TX 77617	6/7/2010
199	6/30/2010	2205-0000-0186-000	R172411	Brumfield	Ralph Neil & Mary Ann	1123 Van Sant Gilchrist TX 77617	6/4/2010
200	6/30/2010	4040-0000-0029-000	R172897	Duplantis	Stephen	2570 Hwy 87 Gilchrist TX 77617	5/26/2010
201	6/30/2010	1610-0001-0014-000	R176779	Black	Janie & Bradley	1026 Dolphin Gilchrist , TX 77617	6/10/2010
202	6/30/2010	2957 0001-0003-000	R177199	Weatherall	Marguerita	990 Margaret St Gilchrist TX 77617	6/7/2010
203	6/30/2010	4110-0001-0012-000	R177847	Gressett	Bea	986 Deens St Gilchrist TX 77617	6/1/2010
204	6/30/2010	4315-0001-0003-000	R177907	Arnold	Jim H & W E	989 Pontiff St Gilchrist TX 77617	6/8/2010
205	6/30/2010	5010-0000-0006-000	R177955	Emerald	A. John	977 Elsie St Gilchrist TX 77617	6/2/2010
206	6/30/2010	6182-0000-0024-000	R178139	Minter	Larry V & Jo H	1101 Joy Gilchrist TX 77617	6/10/2010
207	6/30/2010	0064-0085-0000-000	R178163	Funchess	Wanda	1680 Hwy 87 Gilchrist TX 77617	6/1/2010
208	6/30/2010	7335-0002-0007-000	R178180	Marks	Frank R	994 Beaumont St Gilchrist TX 77617	6/2/2010
209	6/30/2010	1067-0000-0091-000	R178477	Bergh	Stephen S	2120 Gulf St Crystal Beach TX 77650	6/3/2010
210	6/30/2010	5135-0000-0044-000	R179478	McCarroll	Celeste	845 Meynig Dr Crystal Beach TX 77650	6/6/2010
211	6/30/2010	6363-0001-0012-000	R180305	Knight	Marc & Carole	3500 Smiths Point Crystal Beach, TX 77650	6/17/2010
212	6/30/2010	5960-0475-1017-001	R207967	Beavers	Billy & Marie	1913 Galveston Alley Port Bolivar, TX 77650	6/18/2010
213	6/30/2010	3200-0000-0127-000	R216136	Mackowski-Tomberlin	Donna	1352 Emerald Dr Crystal Beach TX 77650	5/27/2010
214	6/30/2010	3200-0000-0213-000	R216219	O'Sullivan	Janette	1340 Emerald Crystal Beach TX 77650	8/2/2010
215	6/30/2010	3755-0002-0018-000	R216790	Buntin	Robert R	1981 Avenue J Crystal Beach TX 77650	6/4/2010
216	6/30/2010	3956-0000-0007-001	R386181	Bruce	Catalina	1952 Avenue J Crystal Beach TX 77650	6/10/2010
217	6/30/2010	3760-0002-0064-001	R403925	Kujawa	Linda	803 Kahla St Crystal Beach,TX 77650	6/3/2010
218	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Jamaica Beach, TX 77554	[illegible]
219	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Gilchrist TX 77617	6/11/2010
220	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Hwy 87 Gilchrist TX 77617	6/17/2010
221	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Dolphin St Gilchrist TX 77617	6/11/2010
222	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Gilchrist TX 77617	6/18/2010
223	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Gilchrist TX 77617	6/21/2010
224	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Gilchrist TX 77617	6/22/2010
225	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Gilchrist, TX 77617	5/25/2010
226	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Gilchrist TX 77617	6/20/2010
227	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Gilchrist TX 77617	6/21/2010
228	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Hwy 87 Gilchrist TX 77617	6/24/2010
229	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Hwy 87 Gilchrist, TX 77617	6/16/2010
230	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Gilchrist TX 77617	6/9/2010
231	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Crystal Beach TX 77650	6/16/2010
232	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Crystal Beach, TX 77650	6/17/2010
233	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Crystal Beach, TX 77650	6/21/2010
234	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Crystal Beach TX 77650	6/15/2010
235	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Crystal Beach, TX 77650	6/16/2010
236	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Crystal Beach, TX 77650	6/19/2010
237	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Crystal Beach, TX 77650	6/17/2010
238	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Crystal Beach, TX 77650	6/1/2010
239	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Crystal Beach, TX 77650	6/21/2010

COMMISSIONER'S COURT BUYOUT LIST 5/10/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
240	7/28/2010	2118-0000-0001-001	R170171	Lopez	Filiza	950 Linn Gilchrist TX 77617	7/13/2010
241	7/28/2010	2119-0000-0002-001	R170356	Drago Realty Associates	Joseph F Drago	850 Miami Gilchrist, TX 77617	7/13/2010
242	7/28/2010	1204-0000-0010-000	R172194	Kantis	Dean A.	2680 Hwy 87 Gilchrist,TX 77617	7/6/2010
243	7/28/2010	1204-0000-0021-000	R172205	Glossi	David	2762 Hwy 87 Gilchrist TX 77617	6/24/2010
244	7/28/2010	7205-0000-0009-000	R172233	Barnes	Diana	1058 Pennington Gilchrist TX 77617	6/30/2010
245	7/28/2010	4040-0000-0011-000	R172879	Cessac	Freddy R & Theta D	2444 Hwy 87 Gilchrist TX 77617	7/14/2010
246	7/28/2010	4040-0000-0013-000	R172881	Kantis	Dean A.	2460 Hwy 87 Gilchrist,TX 77617	7/6/2010
247	7/28/2010	1590-0002-0022-000	R176685	Estes	Gwann M	1008 Deens Gilchrist TX 77617	7/2/2010
248	7/28/2010	1635-0000-0064-000	R176853	Cormier	Andrew	1110 Beachfront Gilchrist,TX 77617	7/13/2010
249	7/28/2010	2955-0002-0008-000	R177092	Cacioppo	Mary Jo	976 Gayle St Gilchrist TX 77617	7/13/2010
250	7/28/2010	2956-0002-0006-000	R177136	Williamson	Jackie & Carolyn	1010 Gayle St Gilchrist TX 77617	6/24/2010
251	7/28/2010	2956-0003-0008-002	R177153	Warner	Kenneth	1008 Margaret Rd Gilchrist TX 77617	7/13/2010
252	7/28/2010	2957-0002-0001-000	R177205	Surturers	Betty	993 Margaret Rd Gilchrist TX 77617	7/13/2010
253	7/28/2010	3585-0012-0000-002	R177525	Garcia	Mary C & Cathy	981 Faggards Rd Gilchrist TX 77617	6/8/2010
254	7/28/2010	3586-0023-0004-000	R177576	McCall, Jr.	Leroy	987 Evans Gilchrist TX 77617	6/21/2010
255	7/28/2010	3586-0023-0006-000	R177580	McCall, Jr	Leroy	979 Evans Gilchrist TX 77617	6/21/2010
256	7/28/2010	3587-0014-0009-000	R177721	Randall	Mary	1033 Gulf Supply Rd Gilchrist TX	7/13/2010
257	7/28/2010	3587-0014-0011-000	R177722	Howard	Robin	1039 Gulf Supply Rd Gilchrist TX 77617	7/13/2010
258	7/28/2010	3587-0021-0026-000	R177799	Wang	Niki	1020 Blacks Slip Gilchrist TX 77617	6/22/2010
259	7/28/2010	7336-0000-0013-000	R178213	Cramer	Alan	993 George St Gilchrist, TX 77617	6/25/2010
260	7/28/2010	4050-0000-0019-000	R178820	Hodge	Charles W	945 Gulf Rd. Crystal Beach, TX 77650	7/13/2010
261	7/28/2010	4050-0000-0032-000	R178209	Bland	Juliet & Steve	2617 Holiday Dr Crystal Beach TX 77650	6/28/2010
262	7/28/2010	6285-0000-0008-000	R180090	McFerrinTim Properties LLC	Tom	2608 Gillespie Crystal Beach, TX 77650	6/29/2010
263	7/28/2010	5960-0350-0015-000	R207219	Desormeaux	Larry J	1404 Front Ave Port Bolivar, TX 77650	7/14/2010
264	7/28/2010	5960-0450-1002-001	R207868	Carter	Daniel	1810 Houston Alley Port Bolivar TX 77650	6/23/2010
265	7/28/2010	6280-0014-0009-000	R218056	LaGrappe	Bryan	841 Trout Blvd Crystal Beach TX 77650	7/14/2010
266	7/28/2010	6180-0000-0051-000	R302824	McCay	M.A.	1128 Rollover Cr Gilchrist TX 77617	7/14/2010
267	8/4/2010	4109-0000-0002-000	R170310	Hidalgo	Robert A	955 Smith Rd Gilchrist TX 77617	7/14/2010
268	8/4/2010	1825-0002-0004-002	R176881	Crenshaw	John E-Estate of Rosa D. Cre	972 Dolly St Gilchrist TX 77617	7/16/2010
269	8/4/2010	2955-0001-0006-000	R177082	Chen	Anthony, Chi-Wa	978 Bay Street Gilchrist TX 77617	7/14/2010
270	8/4/2010	2955-0003-0004-000	R177105	Player	Craig	981 Gayle Gilchrist TX 77617	7/14/2010
271	8/4/2010	2957-0003-0006-000	R177230	Oehlers	Eddie G & Betti Lanell	975 ELIZABETH ST GILCHRIST TX 77617	7/12/2010
272	8/4/2010	3585-0013-0006-000	R177532	Rand	Jay Ortega	982 Faggards Rd. Gilchrist, TX 77617	7/6/2010
273	8/4/2010	3587-0013-0011-000	R177695	Krystaponis	James	1052 Faggards Rd. Gilchrist TX 77617	7/7/2010
274	8/4/2010	6180-0000-0012-000	R178069	Grat	Thomas & Jill	1047 Rollover Cr Gilchrist TX 77617	7/15/2010
275	8/4/2010	1067-0000-0047-000	R178437	DeRoune	Jimmy D	2100 Pond Srt Crystal Beach TX 77650	7/20/2010
276	8/4/2010	7071-0000-0050-000	R178724	REDERA LLC	Lasater, Debra-Manager	2329 Sandcastle Ln Crystal Beach TX 77650	7/15/2010
277	8/4/2010	4467-0001-0004-000	R179725	Perkins	Robert & Lane	3280 Treasure Ln Crystal Beach TX 77650	7/16/2010
278	8/4/2010	6040-0000-0027-000	R179915	Cherry	Donald R	921 Bahama Dr Crystal Beach TX 77650	7/10/2010
279	8/4/2010	7120-0010-0002-000	R180957	Lanning	Michael	2754 Tradewinds Crystal Beach TX 77650	7/12/2010
280	8/4/2010	7120-0010-0003-000	R180958	Lanning	Michael	2758 Tradewinds Crystal Beach TX 77650	7/12/2010
281	8/4/2010	6550-0006-0014-000	R186430	Schwarzburg	George J Jr	3590 Tarpon Way Crystal Beach TX 77650	7/10/2010
282	8/4/2010	3200-0000-0126-000	R215125	Kirchoff	Steve & Jaque	1354 Emerald Ave Crystal Beach, TX 77650	7/9/2010
283	8/4/2010	3200-0000-0286-000	R216285	Barnett	Kenneth John	701 Holiday Crystal Beach TX 77650	7/17/2010
284	8/4/2010	3586-0024-0000-004	R371923	Vargas	Raul	980 Evans St Gilchrist TX 77617	7/9/2010
285	8/4/2010	0052-0009-0000-007	R389032	Fortenberry	David & Sandy	2586 Hwy 87 Gilchrist TX 77617	7/15/2010
286	8/4/2010	1825-0001-0008-000	R515250	Ingvardsen	John & Amy	975 Dolly Gilchrist TX 77617	7/12/2010
287	8/18/2010	1204-0000-0003-000	R172187	Bonnette, Jr	Randall J	2626 Hwy 87 Gilchrist TX 77617	7/26/2010
288	8/18/2010	1204-0000-0008-000	R172192	Husband	Guy B & Charlotte	2666 Hwy 87 Gilchrist TX 77617	7/22/2010

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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner s First Name	Damaged Property Address	Presented Offer Date
289	8/18/2010	1204-0000-0022-000	R172206	Lyday	Sandra	2770 Hwy 87 Gilchrist TX 77617	8/3/2010
290	8/18/2010	1204-0000-0033-000	R172217	Husband	Guy B & Charlotte	2844 Hwy 87 Gilchrist TX 77617	7/22/2010
291	8/18/2010	1204-0000-0040-001	R172231	Husband	Guy B & Charlotte	2898 Hwy 87 Gilchrist TX 77617	7/22/2010
292	8/18/2010	2205-0000-0255 000	R172472	Perkins	Terry & Dixie	1244 Van Sant Gilchrist TX 77617	7/30/2010
293	8/18/2010	2956-0003-0011-000	R177156	Lovett	Charles Allen	1011 Gayle St Gilchrist TX 77617	7/15/2010
294	8/18/2010	6755-0002-0004 000	R180594	Robach	Patrick & Michelle	2906 Cedar Ln Crystal Beach TX 77650	7/20/2010
295	8/18/2010	7120-0012-0005-000	R181017	Langtree	John A	2830 Tradewinds Ln Crystal Beach TX 77650	5 20 2010
296	8/18/2010	5960-0424-0007-000	R207564	Simpson	George H	1706 Houston Alley Port Bolivar, TX 77650	8/3/2010
297	8/18/2010	5134 0000-0006-000	R214287	O'Brian	Russell	1398 Gulf St Crystal Beach TX 77650	7/19/2010
298	8/18/2010	5134-0000 0015-000	R214293	McCool	Richard H. & Shirley A	805 Sandollar Cr Crystal Beach TX 77650	8/3/2010
299	8/18/2010	3755-0001-0005-000	R216768	BEDERA LLC	Debra Lasater-Manager	1984 Ave I Crystal Beach TX 77650	7/20/2010
300	[redacted]						
301	[redacted]						
302	[redacted]						
303	[redacted]						
304	[redacted]						
305	[redacted]						
306	[redacted]						
307	[redacted]						
308	[redacted]						
309	[redacted]						
310	[redacted]						
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312	[redacted]						
313	[redacted]						
314	[redacted]						
315	[redacted]						
316	[redacted]						
317	[redacted]						
318	[redacted]						
319	[redacted]						
320	[redacted]						
321	[redacted]						
322	9/8/2010	2955-0002-0006-000	R177090	Kirkpatrick	Henry	986 Gayle St Gilchrist TX 77617	8/20/2010
323	9/8/2010	7725-0028-0015-000	R213576	Curran	Patricia J	4812 Bayou Ln Hitchcock TX 77563	8/23/2010
324	9/8/2010	1865-0000-0121-000	R214684	Eschete-Hatchik	Karen A	824 East Rd. Crystal Beach TX 77650	8/20/2010
325	9/8/2010	1865-0000-0122-001	R214685	Eschete-Hatchik	Karen A	820 East Rd. Crystal Beach TX 77650	8/20/2010
326	9/8/2010	1865-0000-0122-002	R214686	Eschete-Hatchik	Karen A	818 East Rd. Crystal Beach TX 77650	8/20/2010
327	9/8/2010	2671-0000-0003-000	R215574	Kline	Sandra	849 Lazy Ln Crystal Beach TX 77650	8/22/2010
328	9/8/2010	3200-0000-0508-000	R216488	Kline	Sandra	773 Townsend Crystal Beach TX 77650	8/22/2010
329	9/15/2010	4187-0000-0000-013	R125430	Bradley	Elizabeth	16501 Jamaica Beach Rd Jamaica Beach TX 77554	8/23/2010
330	9/15/2010	4040-0000-0025 000	R172893	Schoeman	Cary	2534 Hwy 87 Gilchrist, TX 77617	8/24/2010
331	9/15/2010	2210 0003-0025-000	R176965	Quinn	Lisa & Phillip	1355 Keith Ave Gilchrist TX 77617	9/1/2010
332	9/15/2010	7120-0010-0001-000	R180996	McCracken	Ronald L	2750 Tradewind Crystal Beach TX 77650	8/29/2010
333	9/15/2010	1845-0002-0008-000	R214532	Brewer	Roy V	1816 Pompano Ln Crystal Beach TX 77650	8/14/2010
334	9/22/2010	2119-0000 0007-000	R170361	Armstrong	Doris M	830 Miami St Gilchrist TX 77617	9/1/2010
335	9/22/2010	4315-0002-0004-000	R177916	Herlaud	Albert	984 Pontiff St Gilchrist TX 77617	9/5/2010
336	9/22/2010	2900-0003-0001-000	R215872	Cribbs	C. Haden	1865 Croaker St Crystal Beach TX 77650	9/1/2010

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No	Court Action Date	GCAD Number	Property ID	Owner s Last Name	Owner s First Name	Damaged Property Address	Presented Offer Date
337	[illegible]	7755 0001 0006 000	R216769	Puntin	Robert B	1980 Ave [illegible] Crystal Beach TX [illegible]	[illegible]
338	9 29/2010	1204 0000 0001 000	R172185	Emerald	A ohn	26[illegible] 87 [illegible]	[illegible]
339	9 29/2010	3585 0011 0000 008	R177917	Golden Estate of Jann Gold	Dewey Ke t	989 Al[illegible]	[illegible]
340	9 29/2010	0064 0016 0000 009	R178055	Deasy	Mike W & Kathie	567 [illegible] St [illegible] TX [illegible]	[illegible]
341	9 29/2010	4980 0004 0078 000	R179430	Freeman	Bill & Patricia	966 [illegible]	[illegible]
342	9 29 2010	6276 0001 0018 000	P180361	Davis	Barry L & Roberta Rita	5168 [illegible]	[illegible]
343	9/29 2010	3200 0000 0018 000	R216034	Spiker	Renia	850 [illegible] Crystal Beach [illegible]	[illegible]
344	9/29/2010	1610-0004 0010 001	R309443	Davis	Charles	1047 Buck Shot Gilchrist TX 77617	9/8 2010
345	10/6/2010	3276 0002 0012-000	R177372	Hillglest	Jerry	1061 Faggards Slip Gilchrist TX 77617	9/13 20[illegible]
346	10/6/2010	3586-0029-0017 000	R177613	Miranda	Leslie & David	984 Legers St Gilchrist TX 77617	9/14/[illegible]
347	10/6/2010	4660-0019-0008-000	R177948	Butler	H Joseph	988 Daigle Dr Gilchrist TX 77617	9 16 2010
348	10/6/2010	3201 0003-0047-000	R216554	Bennett	Darlene B	2028 Seaside Crystal Beach TX 77650	[illegible]
349	10/6/2010	3956-0000-0078-000	R217465	Kelly	Byron & Karen	1951 Avenue G Crystal Beach TX 77650	9 15/2010
350	10/6/2010	5152-0000-0010-000	R221412	Kay	Judy H	429 Atkinson Crystal Beach TX 77650	9/13/2010
351	10/6/2010	2956-0005-0004-002	R422906	Castleberry	Robert Keith	1028 Mae St Gilchrist TX 77617	8/31 2010
352	10/13/2010	7336-0000-0001-001	R178195	Wolfston	Sue	983 Butterfield Gilchrist TX 77617	9/20/2010
353	10/13/2010	5960-0500-1011-000	R208049	Barron	Ed W.	2023 Galveston Ave Port Bolivar, TX 77650	9/30/2010
354	10/13/2010	3201-0010-0199-000	R216680	Doucet	Jerry S & Mary F	2024 Crestview Crystal Beach TX 77650	9 21/2010
355	10/27/2010	1590-0002-0004-000	R176670	Gaffen	Sharon	1041 Deens St Gilchrist TX 77617	9/15/2010
356	10/27/2010	7070-0000-0022-000	R178604	Mason	Brad & Monica	3390 Sand Castle Crystal Beach TX 77650	10/6/2010
357	10/27/2010	0068-0008-0000-000	R181371	Shaddock	Carroll, Trustee	932 Martha's Vineyard Ln Gilchrist, TX 77650	9/15/2010
358	11 3/2010	1610-0001-0000-001	R176763	Tucker	Bruce	1045 Mae St Gilchrist TX 77617	7 29/2010
359	11/3 2010	1635 0000-0048 000	R176848	Mailey	Michael G	1160 Beachfront Gilchrist TX 77617	[illegible]
360	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	10/12/2010
361	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	10/18/2010
362	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	10/18/2010
363	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	10/20/2010
364	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	10/29/2010
365	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	10/28/2010
366	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
367	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
368	12 1/2010	7335 0002 0018 000	R178188	Fazelmanesh	Ardeshire & Karen	975 Austin Dr Gilchrist TX 7761[illegible]	11 [illegible]
369	12/1 2010	3701 0004 0054 000	R216561	Mapps	Jana	2012 Seaside Crystal Beach TX [illegible]	[illegible]
370	12/15/2010	3587 0020-0071 000	R177778	Sherman Sr	Jimmy Lee& Judith E	1175 Blacks Slip Gilchrist TX 77617	8/23 2010
371	12/15/2010	7120 0001 0020 000	R180793	Porter	Charles F & Betty	907 Sandune Dr Crystal Beach TX 77[illegible]	11 13 2010
372	1/5/2011	4040 0000-0003-000	R172871	Fischer	John & Shirley	2394 Hwy 87 Gilchrist TX 77617	12/14 2010
373	1/5/2011	4040-0000 0004-000	R172872	Fischer	John & Shirley	2400 Hwy 87 Gilchrist TX 77617	12 14 2010
374	1/5/2011	4040-0000-0006-000	R172874	Connolly	Thomas	2408 Hwy 87 Gilchrist TX 77617	12/15 2010
375	1/5/2011	3585-0012-0000-003	R177526	Brown	James	985 Faggards Rd Gilchrist TX 77617	11/29/2010
376	1/5/2011	3585-0012-0000-004	R177527	Guthrie	Harry H & Beverly A	989 Faggard Rd Gilchrist TX 77617	12/8/2010
377	1/5/2011	7335-0002-0016-000	R178186	Self	Connie M	987 Austin Dr Gilchrist TX 77617	12/8/2010
378	1/5/2011	1865-0000-0040-000	R515056	Clarke	Kenton	815 S O neal Crystal Beach TX 77650	12 14/2010
379	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Rd Gilchrist TX 77617	12/21/2010
380	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Gilchrist TX 77617	1/14/2011
381	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Gilchrist TX 77617	1/13/2011
382	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Elizabeth St Gilchrist TX 77617	1/11/2011
383	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Dr Gilchrist TX 77617	1/14/2011
384	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Rd Gilchrist TX 77617	1/13/2011
385	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Legers St Gilchrist TX 77617	1/19/2011

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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
386	2/9/2011	7335-0001-0003-000	[illegible]	[illegible]	[illegible] & Betty	985 Beaumont Ave Gilchrist TX 77617	1/19/2011
387	2/9/2011	7335-0002-0004-000	[illegible]	[illegible]	[illegible] & John	986 Beaumont St Gilchrist TX 77617	1/13/2011
388	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	2632 Holiday Crystal Beach TX 77650	12/30/2010
389	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	3348 Treasure Ln Crystal Beach TX 77650	12/30/2010
390	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	2184 Noisy Waves Crystal Beach TX 77650	1/17/2011
391	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	2185 Noisy Waves Crystal Beach TX 77650	1/18/2011
392	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible] & James	847 Buell Crystal Beach TX 77650	1/7/2011
393	2/9/2011	[illegible]	[illegible]	[illegible]	[illegible]	1018 Deens St Gilchrist TX 77617	1/3/2011
394	2/16/2011	2119 0000 0011 000	R170365	Roberts	Judith	843 Miami Gilchrist TX 77617	1/25 2011
395	2/16/2011	0045-0004 0000 000	R171493	Sutton	William	970 Fletcher Ln Gilchrist TX 77617	2 1/2011
396	2/16/2011	2275 0000 0001 002	R171501	Sutton	William	982 Fletcher Ln Gilchrist TX 77617	2/1/2011
397	2/16/2011	0064 0052 0000 000	R176663	Brown	Stanley & June	1570 Hwy 87 Gilchrist TX 77617	1/29/2011
398	2/16/2011	2955-0002-0001-000	R177085	Heintz	Harry Frank III	995 Bay St Gilchrist TX 77617	1/31/2011
399	2/16/2011	2956-0004-0007-000	R177168	Haag	Kermit & Julia	1012 Elizabeth St Gilchrist TX 77617	1/26 2011
400	2/16/2011	3587-0013 0007 000	R177692	Roberts	Judith	1036 Faggards Rd Gilchrist TX 77617	1 31 2011
401	2/16/2011	0064-0078-0000-001	R178152	Zimmerman	Frank & Jane W	1686 Hwy 87 Gilchrist TX 77617	1/27/2011
402	2/16/2011	0064-0119 0000-000	R178221	Hufferd Jr	Lowell	975 Geary Gilchrist TX 77617	1 24 2011
403	2/16/2011	0064-0118-0000-000	R178223	Sather	Brian	976 Butterfield Ln Gilchrist TX 77617	1 25/2011
404	2/16/2011	4050-0000 0344-000	R179220	George	Bonita	2568 Holiday Dr Crystal Beach TX 77650	1/12/2011
405	2/16/2011	7120 0012 0002 000	R181014	King	Douglas & Bruce	2820 Tradewind Ln Crystal Beach TX 77650	1 27 2011
406	2/16/2011	4750-0026 0007 000	R221977	MESSINA	MARY BETH & MICHAEL R	4419 STRAND AVE Pt Bolivar TX 77650	2 2/2011
407	2/16/2011	0064-0101 0002 000	R296602	Husband	Guy & Charlotte	982 Mazzu St Gilchrist TX 77617	1/13 2011
408	2/16/2011	3587 0020-0003 001	R381104	Frederick	Katherine Ann	1035 Blacks Slip Gilchrist TX 77617	1 27 2011
409	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
410	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
411	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
412	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
413	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
414	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
415	3/8/2011	2118-0000-0002-002	R170276	Hearning	Samuel	no situs Gilchrist TX 77617	2/9/2011
416	3/8/2011	2119-0000-0009-000	R170364	Smith	Linda T	835 Miami Gilchrist TX 77617	2/9/2011
417	3/8/2011	4040-0000-0023-000	R172891	Bryan	C Michael	2528 Hwy 87 Gilchrist TX 77617	2/9/2011
418	3/8/2011	2955-0002-0015-000	R177101	Fuselier	Elaine	985 Bay Street Gilchrist TX 77617	2/13/2011
419	3/8/2011	3586-0029-0015-002	R177612	Miranda	David & Leslie	990 Legers St Gilchrist TX 77617	2/9/2011
420	3/8/2011	7335-0002-0010-000	R178182	Sandifer	Thibodeau Grothe	2142 Hwy 87 Gilchrist TX 77617	2/10/2011
421	3/8/2011	4050-0000-0333-000	R179210	Nicotra	Mary	2606 Holiday Crystal Beach TX 77650	2/9/2011
422	3/8/2011	4467-0001-0010-000	R179231	Saladin	Frances	3308 Treasure Ln Crystal Beach TX 77650	2/9/2011
423	3/8/2011	5670-0000-0179-000	R179889	Disch	Ralph	2488 Gilmore Crystal Beach TX 77650	2/9/2011
424	3/8/2011	6270-0001-0002-000	R180345	Parker	Richard	3240 Gulf Castle Dr Crystal Beach TX 77650	2/9/2011
425	3/8/2011	6270-0001-0009-000	R180352	Brown	Robert & Linda	3200 Gulf Castle Dr Crystal Beach TX 77650	2/10/2011
426	3/8/2011	7120-0010-0005-000	R181002	Sinclair	Patrick	2768 Tradewinds Crystal Beach TX 77650	2/8/2011
427	3/8/2011	7120-0010-0005-000	R181002	Sinclair	Patrick	2770 Tradewinds Crystal Beach TX 77650	2/8/2011
428	3/8/2011	7120-0010-0005-000	R181002	Sinclair	Patrick	2772 Tradewinds Crystal Beach TX 77650	2/8/2011
429	3/8/2011	4050-0000-0338-000	R289308	Smith	Carole	2588 Holiday Crystal Beach TX 77650	11/15/2010
430	3/8/2011	3750-0000-0102-000	R291923	Hughes	Jess & Carolyn	220 Gulfport Crystal Beach TX 77650	2/10/2011
431	3/15 2011	1204-0000 0035 000	R172219	Furnace	John	2860 Hwy 87 Gilchrist TX 77617	2 15 2011
432	3/15 2011	0064 0010 0000 000	R173807	Wilkes	Brenda	958 Duff Maverick Gilchrist TX 77617	2 9 20
433	3 15 2011	1610 0003 0007 000	R176804	Lockhart	Judith	1030 Buck Shot Gilchrist TX 77617	2 18 20
434	3 15 2011	2958 0001 0007 002	R177257	Rozelle	Ray	982 Kirks Rd Gilchrist TX 77617	2 18 20 1
435	3/15 2011	3276 0003-0070 000	R177442	Sparks	Michael	1279 Waco Gilchrist TX 77617	2 9 20 1
436	3 15 2011	358 0002 0014 000	R177642	Henderson	Don	1063 Hamm Rd Gilchrist TX 77617	9 20

COMMISSIONER'S COURT BUYOUT LIST 5, 10/2011 COURT ACTION DATE

No	Court Action Date	CCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
437	3/15/2011	3587-0021-0040-000	R177804	Piazza Sr	Joseph	1104 Blacks Slip Rd Gilchrist TX 77617	[illegible]
438	3/15/2011	1840-0000-0011-000	R177817	Burgin	Melissa	1176 Blacks Slip Rd Gilchrist TX 77617	[illegible]
439	3/15/2011	446[illegible]-0001-0014-000	R179235	Koehler	Michael	3326 Treasure Crystal Beach TX 77650	[illegible]
440	3/15/2011	[illegible]24-0000-0025-000	R213017	Richie	Ruth	4633 Hwy 5 Hitchcock TX 77563	[illegible]
441	3/15/2011	3201-0003-0049-000	R216556	Doherty	Timothy & Michele	2024 Seaside Crystal Beach TX 77650	[illegible]
442	3/15/2011	6895-0000-0001-000	R218109	Beck	Charles & JoAnn	800 Mr G Crystal Beach TX 77650	[illegible]
443	3/15/2011	3585-0006-0000-00	R404043	Shields	Henry & Sharon	2210 Hwy 87 Gilchrist TX 77617	[illegible]
444	3/22/2011	2118-0000-0004-002	R170282	Draper	E Linn	947 Casa Mare Gilchrist TX 77617	3/3/2011
445	3/22/2011	0045-0003-0000-000	R171492	J Broussard Partnership	James C	951 Edson Ln Gilchrist TX 77617	2/28/2011
446	3/22/2011	0054-0019-0000-000	R173818	Knapp	Rebecca	958 Rabbit Run Gilchrist TX 77617	2/28/2011
447	3/22/2011	2958-0001-0000-002	R177248	Henson	Rodney & Donna	996 Kirks Rd Gilchrist TX 77617	2/13/2011
448	3/22/2011	2958-0001-0008-001	R177258	Laney	James & Cheryl	985 Mae St, Gilchrist TX 77617	2/28/2011
449	3/22/2011	2958-0002-0012-000	R177275	Todnem	Daniel	981 Kirk Rd Gilchrist TX 77617	2/28/2011
450	3/22/2011	2958-0003-0003-000	R177282	Baynes, Williams	Sheila James	968 Hebert St Gilchrist TX 77617	2/22/2011
451	3/22/2011	3276-0002-0006-000	R177367	Robbins	Cliff & Shannon	1035 Faggards Slip Rd Gilchrist TX 77617	2/15/2011
452	3/22/2011	3586-0025-0005-000	R177590	Tully	Ann	991 Bos Rd Gilchrist TX 77617	3/2/2011
453	3/22/2011	4467-0001-0003-000	R179224	Lawton	George	3276 Treasure Ln Crystal Beach TX 77650	2/11/2011
454	3/22/2011	4467-0001-0012-000	R179233	Makin	James & Lynda Kay	3318 Treasure Lane Crystal Beach TX 77650	3/8/2011
455	3/22/2011	5670-0000-0178-000	R179888	Christian	Wayne	2484 Gilmore St Crystal Beach TX 77650	2/11/2011
456	3/22/2011	6285-0000-0005-000	R180087	Properties Llc	JFW	2680 Gillespie Crystal Beach TX 77650	3/1/2011
457	3/22/2011	6550-0001-0014-000	R186382	Babin	Brian	3630 Tarpon Way Crystal Beach TX 77650	4/16/2010
458	3/22/2011	6550-0001-0015-000	R186383	Babin	Brian	3620 Tarpon Way Crystal Beach TX 77650	4/16/2010
459	3/22/2011	6550-0001-0016-000	R186384	Babin	Brian	3610 Tarpon Way Crystal Beach TX 77650	4/16/2010
460	3/22/2011	7725-0003-0034-000	R213100	Garcia	Felicita	4623 Pelican Hitchcock TX 77563	2/15/2011
461	3/22/2011	3201-0004-0051-000	R216557	Moore	Steve	2020 Seaside Crystal Beach TX 77650	2/15/2011
462	3/22/2011	3201-0004-0055-000	R216562	Tucker	John & Vicki	2008 Seaside Crystal Beach TX 77650	3/3/2011
463	3/22/2011	3956-0000-0009-000	R217395	Lasater	Debra	1956 Avenue J Crystal Beach TX 77650	2/25/2011
464	3/22/2011	2875-0000-0020-000	R221789	Fulkert	Dennis & Patricia	329 Atkinson Crystal Beach TX 77650	2/13/2011
465	3/22/2011	6897-0000-0001-000	R425053	Williams	Gene & Ruth	2514 E Howell Crystal Beach TX 77650	2/3/2011
466	[redacted]						
467	[redacted]						
468	[redacted]						
469	[redacted]						
470	[redacted]						
471	[redacted]					[redacted]	3/8/2011
472	[redacted]					[redacted]	3/8/2011
473	[redacted]					[redacted]	2/13/2011
474	[redacted]					[redacted]	3/11/2011
475	[redacted]					[redacted]	3/16/2011
476	[redacted]					[redacted]	3/8/2011
477	[redacted]					[redacted]	2/17/2011
478	[redacted]					[redacted]	3/21/2011
479	[redacted]					[redacted]	3/16/2011
480	4/26/2011	2956-0001-0006-000	R177124	Farris	Hazel M	1018 Bay Street Gilchrist TX 77617	[illegible]
481	4/26/2011	4362-0000-0012-000	R17[illegible]932	Vratis	James	1047 Bauer Ln Gilchrist TX 77617	[illegible]
482	4/26/2011	[illegible]83-0000-0015-000	R178070	Keeling	Clayton & Pam	1659 Pelover Ct Gilchrist TX 77617	[illegible]
483	4/26/2011	3004-0015-0000-000	R178143	Lawton Jr	George	1690 Hwy 87 Gilchrist TX 77617	[illegible]
484	4/26/2011	6363-000[illegible]-0010-000	R180300	Rogers	Doris Curry	3520 Smiths Point Crystal Beach TX [illegible]	[illegible]
485	4/26/2011	865-000[illegible]-0120-000	R214689	Pachlhofer-Shirley	Velinda	1106 Gulfview Rd Crystal Beach TX 77650	[illegible]
486	4/26/2011	2956-0005-0003-002	R381352	Reno	Raymond	1029 Elizabeth St Gilchrist TX 77617	[illegible]

COMMISSIONER'S COURT BUYOUT LIST 5/10/2011 COURT ACTION DATE

No	Court Action Date	CEAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
487	5/3/2011	1204-0000-0013-000	R172197	Fleming	Thomas & Dianne	2700 Hwy 87 Gilchrist TX 77617	3 8 2011
488	5/3/2011	2956-0001-0003-000	R177121	Ulrich	Mark & Marcie	1030 Bay St Gilchrist TX 77617	3 25 20 1
489	5/3/2011	2956-0003-0009-001	R177154	Kham	Vutha & Dannay	1004 Margaret Rd Gilchrist TX 77617	3 25 20 1
490	5/3/2011	2956-0003-0010-000	R177155	Kham	Vutha & Dannay	2025 Hwy 87 Gilchrist TX 77617	[illegible]
491	5/3/2011	4050-0000-0335-000	R179212	Baggett	Floyd	2598 Holiday Crystal Beach TX 77650	4 5 2 1
492	5/3/2011	4467-0001-0002-000	R179223	Mullins	Katherine & Robert	3270 Treasure Ln Crystal Beach TX 77650	[illegible]
493	5/3/2011	3956-0000-0021-000	R217407	Ross	Hal L	1938 Avenue I Crystal Beach TX 77650	2 21 2011
494	5/3/2011	3956-0000-0022-000	R217408	Bell	Vernon & Hazel	865 Avenue I Crystal Beach TX 77650	4 11 2011
495	5/3/2011	2875-0000-0036-000	R221803	Deloney	Loy	387 Atkinson Dr Crystal Beach TX 77650	3/25 0
496	5/3/2011	1590-0002-0001-002	R176669	Vratis	James	1855 Hwy 87 Gilchrist TX 77617	4/6/2011
497	5/3/2011	1610-0002-0000-003	R176784	Martin	G W	1044 Church St Gilchrist TX 77617	4/6/2011
498	5/3/2011	4363-0000-0006-000	R177925	Vratis	James	975 Bauer St Gilchrist TX 77617	4/6/2011
499	5/3/2011	4362-0000-0001-000	R177926	Vratis	James	1867 Hwy 87 Gilchrist TX 77617	4/6/2011
500	5/3/2011	4362-0000-0013-000	R289826	Vratis	James	1055 Bauer Ln Gilchrist TX 77617	4/6/2011

Contracts to be signed on 5/10/2011	5
Total Contracts	500

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 11 day of APRIL, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **James Vratis, ("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: 1855 Hwy 87, Gilchrist TX 77617, Legal Description. ABST 64 E FRANKS LOT B BLK 2 BAYSIDE ADDN REPLAT OF SAM HUGHES 4 69 AC TR.

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 **$45,000.00** 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 **$45,000.00** 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 **$60,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$0.00** 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.

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.

R176669

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 11 day of APRIL, 2011

Seller Signature

James Vratis
Seller Printed Name

Galveston County

By:
Mark Henry
County Judge

Attest:
Dwight Sullivan
County Clerk

R176669

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 14 day of April, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **G/W. Martin, ("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 1044 Church St, Gilchrist TX 77617, Legal Description ABST 64 E FRANKS NE 50 FT OF SW 100 FT LOT B BLK 2 BAYVIEW ADDN DIMENSIONS 50 X 90

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 **$56,250.00** 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 **$56,250.00** 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 **$75,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$0.00** 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

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.

R176784

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 14 day of April, 2011

Seller Signature

G W Martin
Seller Printed Name

G.W. MARTIN

Galveston County

By:
Mark Henry
County Judge

Attest:
Dwight Sullivan
County Clerk

R176184

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 11 day of APRIL, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **James Vratis, ("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 975 Bauer St, Gilchrist TX 77617, Legal Description ABST 64 E FRANKS LOT 6 UNRECD S-D OF J L KEITH TR S OF HWY 50 X 100 FT & 1/10 INT IN ADJ 10 X 441 FT PRIVATE ROW

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 **$59,170.50** 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 **$59,170.50** 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 **$175,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$110,000.00** and structural damage from wind insurance of **$14,786.34** 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 $78,894 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

R177925

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 11 day of APRIL, 2011

Seller Signature

James Vratis
Seller Printed Name

Galveston County

By:
Mark Henry
County Judge

Attest:
Dwight D. Sullivan
County Clerk

R177925

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 16 day of APRIL, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County"), and James Vratis, ("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: 1867 Hwy 87, Gilchrist TX 77617, Legal Description: ABST 64 E FRANKS LOTS 1 THRU 6 UNRBCD S-D OF J L KEITH TR N
OF HWY 350 X 100 FT

Seller represents and understands:

- The **Premises** was damaged by flood;
- **Seller** qualifies for the assistance being granted under the federal grant;
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily; and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale.

The parties agree as follows:

1. **Seller agrees** to sell the **Premises** described above to **County** for the sum of **$262,500.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances.

2. **County agrees** to pay **Seller** for said Premises the sum of **$262,500.00** payable at closing after the acceptance of this Agreement and approval of Seller's title.

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **$350,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **$0.00** and structural damage from wind insurance of **$0.00** 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.

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.

K177928

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 16 day of APRIL, 2011

Seller Signature

James Vratis
Seller Printed Name

Galveston County

By: _____
Mark Henry
County Judge

Attest: _____
Dwight Sullivan
County Clerk

R177928

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 4 day of APRIL, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **James Vratis, ("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 1055 Bauer Ln, Gilchrist TX 77617, Legal Description ABST 64 E FRANKS LOTS 13 AND 14 UNRECD S-D OF J L KEITH TR
N OF HWY 87 DIMM IRREG

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 **$142,559 25** 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 **$142,559.25** 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 **$165,000.00** and structural damage from wind insurance of **$34,598.79** 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 $190,079 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

R289826

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 11 day of APRIL, 2011

Seller Signature

James Vratis
Seller Printed Name

Galveston County

By:
Mark Henry
County Judge

Attest:
Dwight Sullivan
County Clerk

K289826

AGENDA ITEM #28e

STATUTORY CHECKLIST

24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

Grant Recipient Galveston County Project Name Galveston County – 4014.1-5

Project Description (Include all actions which are either geographically or functionally related)
DESCRIPTION
Grantee shall construct a new, fully functioning ADA compliant fire station and emergency medical services (EMS) facility The new station will include truck bays, meeting, office, storage, and sleeping spaces; new doors, windows, lights, flooring, ceiling, and plumbing fixtures; HVAC, fire protection, communication, and security systems Grantee shall construct exterior improvements including grading, paving, utilities, surfacing and brick masonry hardening Grantee shall purchase and install one (1) one hundred thirty kilowatt (130 kW) permanently-affixed, diesel-fueled generator with automatic transfer switches and associated appurtenances Grantee shall construct concrete pad for generator mounting and perform site work associated with construction. Construction of the fire station will ensure adequate fire protection

LOCATION
Construction shall take place at the High Island Fire Station located at 1371 Weeks Avenue in High Island, Texas.

If this project is determined to be categorically excluded according to 24 CFR 58 35, then use Statutory Checklist for Categorical Excluded projects only

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5	N/A	Consultation Review, Permits Required	Consistency Determination	Condition Mitigation	**Compliance Documentation**
Historic Preservation [36 CFR Part 800]		X			Consulted with the THC – No historic properties affected Contacted – 11/10/10 Responded – 12/1/10
Floodplain Management [24 CFR 55, Executive Order 11988]		X			The project does not involve property acquisition management construction or improvements within (or will impact) a 100 year floodplain (Zones A or V) identified by FEMA Map 4854700010E
Wetland Protection [Executive Order 11990]		X			According to NWI Wetland Mapper, a Freshwater Emergent Wetland exists on the western boundary of the property in concern A wetlands delineation study was completed to identify the exactly location of this wetland After reviewing the wetlands delineation study, the project engineer concluded that project location has wet areas and wetland vegetation in the area of work However, the Environmental Service Provider (ESP) who developed the wetlands delineation study indicated that the water is not a part of a jurisdictional waterway and in their opinion would not constitute a wetland as the USACE defines it This is also based on the fact that the water retention is caused by a neighbor damming the area with fill material Nevertheless the project engineer will submit an application (ENG FORM 4345 SEPT 2009), along with the wetlands reports, to USACE BMP's should be utilized wherever possible to prevent runoff into the wetland If BMP's are properly utilized, there should be no impact on adjacent wetland

Compliance Factors: Statutes, Executive Orders. and Regulations listed at 24 CFR §58.5	N/A	Consultation Review Permits Required	Consistency Determination	Condition Mitigation	**Compliance Documentation**
Coastal Zone Management Act [Sections 307(c), (d)]		X			According to the General Land Office and Google Maps, Galveston County is in a coastal zone However, according to the Goecommons website, the project is not near a coastal barrier
Sole Source Aquifers [40 CFR 149], SDWA (42 U S C 201, 300(f) et seq , and 21 U S C 349)		X			The project is not located within a U S FPA-designated sole source aquifer watershed area per EPA Ground Water Office
Endangered Species Act [50 CFR 402]		X			After reviewing the County Endangered Species List (TDPW and USDFW), the habitat for no species listed on the USDFW County List occurs within the project area However, the habitats for the following species listed on the TDPW and USDFW County Endangered Species Lists may occur within 300 feet of the project area • Black Rail • Eskimo Curlew • Henslow's Sparrow • Reddish Egret • White-faced Ibis • White-tailed Hawk • Wood Stork • Plains spotted skunk • Red wolf • Texas horned lizard • Timber/Canebrake rattlesnake • Grand Prairie evening • primrose In addition, according to the Texas Department of Parks and Wildlife, there will be potential impacts to vegetation, federal regulations (Migratory Bird Treaty Act), Wetlands and Rare and Protected Resources Recommendations include • Vegetation - TPWD recommends that clearing of mature, native trees be avoided Loss of vegetation should be minimized by using site planning and construction techniques designed to avoid and preserve existing trees shrubs, grasses, and forbs For impacts that are unavoidable, TPWD recommends transplanting the existing trees or replacing them at a ratio of 3 saplings for every tree lost Whether transplanted or replaced, a survival of 85% should be achieved TPWD recommends that native plant and forage species that are beneficial to wildlife endemic to the area be used in mitigation and landscaped areas • Federal Regulation (Migratory Bird Treaty Act) - Recommendations Construction activities such as but not limited to, tree felling as well as vegetation clearing, trampling, or maintenance should occur outside the April 1- July 15 migratory bird nesting season of each year the project is authorized and lasting for the life of the project To comply with the MTBA, the proposed site should be surveyed for migratory bird nest sites prior to construction or future maintenance activities Since raptors nest in late winter and early spring all construction activities as identified above should be excluded from a minimum zone of 100 meters around any raptor nest during the period of February 1- July 15 (U S Fish and Wildlife Service Southwest

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58 5	N/A	Consultation Review Permits Required	Consistency Determination	Condition Mitigation	**Compliance Documentation**
					Regional Office (Region 2) at (505) 248-6879 for further information) • Wetlands - Recommendation If wetlands would be impacted by the proposed project TPWD requests that the County of Galveston mitigate for all wetland impacts and prepare a wetland mitigation plan The wetland mitigation plan should be developed in consultation with TPWD Coordination of all impacts to the aquatic resources should be coordinated with Jamie Schubert with our Coastal Program (281-534-0135) • Rare and Protected Resources - According to records in the Texas Natural Diversity Database (TXNDD), occurrences of the following species have been documented possibly within the proposed Galveston County project area Specie ofConcern Correll's false dragon-head (Physostegia correllii) Natural Communities and Special Features Coastal Live oak- Pecan Series (Quercus virginiana- Carya illinoensis Series) Migratory Bird Fallout Site If these natural communities or special features are suspected at the project site, contractor should immediately contact txndd@tpwd state tx us After review of the County Endangered Species List (TDPW and USDFW), and consultation with both agencies, it was concluded that the project will not affect federally or state listed threatened, endangered, or special status species or their critical habitat This finding is based upon the fact that a) The habitat for such species does not exist b) The habitat for such species may exist within 300 feet of the project site, but the project, which entails adding a generator to an existing water facility within a fenced, manicured location, should not affect the natural habitat in the area TDPW & USDFW – contacted 11/30/10 - responded 1/4/11
Wild and Scenic Rivers Act [Sections 7(b), and (c)]		X			According to the U S Fish and Wildlife and Google Maps, the project is not located within one mile of a listed Wild and Scenic River
Clean Air Act [Sections 176(c), (d), and 40 CFR 6, 51, 93]		X			According to the TCEQ, the project is located within a "non-attainment" area Air pollution will be slightly increased during construction In addition, once the new facility has been constructed, operation of the facility and the additional vehicular traffic it will create will further increase air pollution The project is expected to have well below the allowable threshold for emissions Effects of ambient air quality and the projects contribution to local air quality is expected to be negligible The project will meet EPA Tier 3 regulation standards Source – TCEQ Texas Attainment Status by Region
Farmland Protection Policy Act [7 CFR 658]		X			There are no mapped prime farmland soils within the project area Source NRCS Soil Data Mart, NRCS Web Soil Survey

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58 5	N/A	Consultation Review Permits Required	Consistency Determination	Condition Mitigation	**Compliance Documentation**
Environmental Justice [Executive Order 12898]		X			No ROW or easement acquisitions would be required for this project No displacements or negative impacts to minority or low income populations are anticipated from generator installation Source Site Observations and consultation with project engineer
Water Quality					The project will not affect water quality Source – County project engineer and review of project application
State/Local Statutes					The project complies with state and local statutes Source – County, project engineer and review of project application
Noise Abatement and Control [24 CFR 51B]		X			Temporary increase in ambient noise level is possible during construction of the project Once constructed, vehicular traffic and the operation of the Fire Station/EMS facility will increase noise in the area Sirens from emergency vehicles may be activated during any time of day which could disrupt residential sleep patterns Unless it is necessitated, emergency vehicle sirens should not be activated until they exit the residential area where the new facility will be located In addition the backup generator would typically operate during disasters and/or emergency situations and on a temporary basis Therefore, abatement measures would not be required The generator would be equipped with soundproofing in a weather proof enclosure and noise would not exceed 70 decibels at a distance of 7 meters The county will also perform maintenance and testing between 6am and noon per TCEQ 117 2030© Source TCEQ, site observations, aerial map of site
Explosive and Flammable Operations [24 CFR 51C]		X			The subject and adjacent properties are free of hazardous materials contamination, toxic chemicals, gasses and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the subject property According to the EPA and TCEQ, there are some nearby Explosive and Flammable operations • Enviromapper (Waste, Land, Water, RCRAInfo and PCS) - High Island ISD WWTP - High Island Petrochemicals • Unpermitted landfill (U1041) - Household waste • CRQ (PST) - Erin Oil Company Shop – (In use 1 diesel above ground tank) - High Island Food Mart – (In use 4 gasoline and 1 diesel underground tanks) Based upon the HUD Acceptable Separation Distance (ASD) Electronic Assessment Tool, all the aforementioned above ground storage tanks are at an acceptable separation distance * Erin Oil Company Shop (Tank #4) Distance From northwestern boundary of project site – 2,300 feet Acceptable Distance (humans) – 658 feet Acceptable Distance (buildings) – 132 feet The properties in concern (1) are not listed on an EPA Superfund National Priorities or CERCLA list or equivalent

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58 5	N/A	Consultation Review Permits Required	Consistency Determination	Condition Mitigation	**Compliance Documentation**
					State list, (ii) have no underground storage tanks (iii) are not known or suspected to be contaminated by toxic chemicals or radioactive materials, (iv) not located within 3 000 feet of a toxic or solid waste landfill site In addition, there are no explosive or flammable operations on or adjacent to the property in concern Therefore, an ASTM Phase I report is not required Source EPA National Priorities List, TCEQ PST Registration Database, Enviromapper, TCEQ Inventory of closed/abandoned landfills
Toxic Chemicals and Radioactive Materials [24 CFR 58 5(i)]		X			The subject and adjacent properties are free of Toxic Chemicals and Radioactive Materials which could affect the health or safety of occupants or conflict with the intended use of the subject property According to the EPA and TCEQ, there are nearby toxic chemicals • Enviromapper (Waste Land Water, RCRAInfo and PCS) - High Island ISD WWTP - High Island Petrochemicals • Unpermitted landfill (U1041) - Household waste • CRQ (PST) - Erin Oil Company Shop – (In use 1 diesel above ground tank) - High Island Food Mart – (In use 4 gasoline and 1 diesel underground tanks) Due to the proximity of the project, the aforementioned toxic chemicals should not affect this project The properties in concern (i) are not listed on an EPA Superfund National Priorities or CERCLA list or equivalent State list, (ii) have no underground storage tanks (iii) are not known or suspected to be contaminated by toxic chemicals or radioactive materials In addition, there are no explosive or flammable operations on the property in concern Therefore, an ASTM Phase I report is not required Source EPA National Priorities List TCEQ PST Registration Database Enviromapper, TCEQ Inventory of closed/abandoned landfills
Airport Clear Zones and Accident Potential Zones [24 CFR 51D]					According to Google Maps there are no airports in close proximity to the project sites Therefore, there are no Airport Clear Zones and Accident Potential Zones within the project areas
Solid Waste Disposal					There are no solid waste facilities near the project site Google maps and on-site observation

PREPARER SIGNATURE: _____ DATE: 3-28-11

PREPARER NAME: Tim F. Glendening

RESPONSIBLE ENTITY AGENCY

OFFICIAL SIGNATURE: _____ **DATE:** 5/10/11

NAME, TITLE Mark Henry, County Judge

Environmental Assessment Checklist

Project Name and Identification No

Galveston County – 4014 1-2 # DRS010052-4014-5

Impact Categories	IMPACT ANTICIPATED			REQUIRES MITIGATION OR MODIFICATION	NOTE CONDITIONS AND/OR SOURCE DOCUMENTATION THAT SUPPORTS FINDING REFERENCE NOTES
	NONE	MINOR	MAJOR		
Land Development					
Conformance with Comprehensive Plans and Zoning	X				Project complies with local plans, existing land use and zoning ordinance Source – TCDP grant application and Galveston County and City of High Island
Compatibility and Urban Impact	X				The project will be compatible with the area as it involves the construction of a new fire department next to an existing fire department within a developed area of the community which is a common place to construct such facilities – Source – on-site observations and TCDP project performance statement
Slope	X				According to on-site observation and USDA Soil Survey maps, there are no steep slopes in the area and the project should not change the slope of the land
Erosion		X			According to USDA soil survey maps, the soil in the project area has a minimal potential for soil erosion Appropriate construction measures should be taken to minimize soil erosion at the project site
Soil Suitability	X				Based upon information from the USDA Soil Survey, the soil in the area is suitable for the project activities In addition, the project location has been deemed as acceptable in the grant application Applicable engineering measures will be taken to ensure soil stability & suitability
Hazards and Nuisances Including Site Safety		X			In general, no hazardous sites were observed during field investigations However, the project sites will not be safe for non-construction personnel Fencing/barricades and/or warnings signs will be utilized to prevent non-construction personnel from entering the sites In addition, prior to construction, appropriate dig tests should be conducted (where necessary) to ensure no gas or other hazardous utility lines are in the project area In addition, the location of any flammable or hazardous containers located on the property should also be located so appropriate precautions can be made.
Energy Consumption		X			During and after construction , energy consumption (fuel and electricity) will slightly increase. However, adequate energy is available in the area
Noise					
Effects of Ambient Noise on Project and Contribution to Community Noise Levels		X			Temporary increase in ambient noise level is possible during construction of the project Once constructed, vehicular traffic and the operation of the Fire Station will increase noise in the area Sirens from emergency vehicles may be activated during any time of day which could disrupt residential sleep patterns Unless it is necessitated, emergency vehicle sirens should not be activated until they exit the residential area where the new facility will be

					located In addition, the backup generator would typically operate during disasters and/or emergency situations and on a temporary basis Therefore, abatement measures would not be required The generator would be equipped with soundproofing in a weather proof enclosure and noise would not exceed 70 decibels at a distance of 7 meters The county will also perform maintenance and testing between 6am and noon per TCEQ 117 2030© Source· TCEQ, site observations, aerial map of site
Air Quality					
Effects of Ambient Air Quality on Project and Contribution to Community Pollution Levels		X			During construction, air pollution in the area will be slightly increased However, the effects are negligible and no facilities to be constructed are listed in (42 U S C § 7401 et seq) of the Clean Air Act No significant impact is expected
Environmental Design, Historic Values and Urban Impact					
Visual Quality Coherence, Diversity, Compatible Use and Scale	X				The project will not negatively affect the visual quality, coherence or diversity of the area and is compatible with the use and scale of the area because the facility will be constructed next to an existing fire station and these facilities are commonly built within areas similar to the proposed area Source – on-site observations and aerial photos

Environmental Assessment Checklist

Impact Categories	IMPACT ANTICIPATED			REQUIRES MITIGATION OR MODIFICATION	NOTE CONDITIONS AND/OR SOURCE DOCUMENTATION THAT SUPPORTS FINDING REFERENCE NOTES
	NONE	MINOR	MAJOR		
Socioeconomic					
Demographic Character Changes	X				This project is not expected to affect the demographic character of the area Source – On-site observations and planning consultant
Displacement	X				No displacement of persons or businesses will occur as no easements are ROW will need to be acquired Source – on-site observations, project map and discussions with County officials
Employment and Income Patterns		X			This project is not expected to have any major affects on employment or income patters of the area However, the new facility could cause the creation of a few new jobs in the community
Community Facilities and Services.					
Educational Facilities		X			According to on-site observations and Google Maps, there is a middle school located in close proximity of the proposed site However, since all of the work will be done on vacant land, there should be no disruption to traffic flows in and out of the school site Due to the close proximity to the school, it is possible children may enter the construction site As such, signage prohibiting entry to unauthorized personnel should be utilized as well as barricades where appropriate In addition, all trenches should be covered whenever possible and all machinery should be secured when not in use
Commercial Facilities	X				According to on-site inspections, no construction activities are along roadways which are used to access major commercial facilities and no major commercial buildings are in the project area As such, no commercial disruption is expected Source – On-site observations and Google Maps No adverse impacts are expected
Health Care	X				According to local observations and Google Maps, there are no health care facilities in the project area No adverse impacts are expected
Social Services	X				According to local observations, there are no social service facilities in the project area No adverse impacts are expected
Solid Waste	X				According to local observations and the county list of closed landfills, there are no solid waste facilities near the project site However, there is an unpermitted site in close proximity A by-product of construction will include a temporary increase in solid waste generation There are adequate facilities to handle the increase waste in the area Due to the nature of the project and the proximity of the unpermitted landfill, no adverse impacts are expected
Waste Water		X			This project should not affect wastewater in the area However, the new building will be connected to a citywide sanitary sewer system and will generate additional waste to it There are adequate facilities to handle the additional waste

						Source – on-site observation and review of performance statement in contract between the city and TDRA
Storm Water			X			The project will decrease permeable land. However, the non-permeable area is minimal and should not negatively affect storm water flows – Source project description and FEMA maps
Water Supply			X			The new facility will increase water demand in the area There is ample water supply to accommodate the additional demand Source – on-site observation, project engineer and review of performance statement in contract between the city and TDRA
Public Safety	Police	X				This project should not affect public safety as it relates to police as all work will occur on existing, vacant property On-site observations and review of performance statement in contract between city and TDRA
	Fire		X			The project includes constructing a new fire station and adding a new generator to it, both of which are positive effects Since construction will take place on vacant property, fire response times should not be affected On-site observations and review of performance statement in contract between city and TDRA
	Emergency Medical	X				Since construction will take place on vacant property, EMS response times should not be affected On-site observations and review of performance statement in contract between city and TDRA
Open Space and Recreation	Open Space	X				The project should not directly affect open space as no work will take place in any designated Open Space areas On-site observations, Google and review of city maps
	Recreation	X				The project should not directly affect recreation in the area as no work will take place in or near any recreational areas On-site observations, Google and review of city maps
	Cultural Facilities	X				According to on-site observations, there are no cultural facilities in the project area No adverse impact is expected
Transportation		X				This project should not affect transportation in the area On-site observations, Google and review of city maps

Environmental Assessment Checklist

Impact Categories	IMPACT ANTICIPATED			REQUIRES MITIGATION OR MODIFICATION	NOTE CONDITIONS AND/OR SOURCE DOCUMENTATION THAT SUPPORTS FINDING REFERENCE NOTES
	NONE	MINOR	MAJOR		
Natural Features					
Water Resources		X			The completed project is not expected to have a significant effect on water resources in the area However, once completed, the new facility will increase water demand in the area No significant impact is expected as there is adequate water available to supply the facility Source - onsite observations, project engineer and review of performance statement in contract between city and TDRA
Surface Water		X			According to on-site observations, USGS and Aerial maps, there are no streams, seepage, springs or impounded water in the direct project area However, according to the USFWS, there is a Freshwater Emergent Wetland on the eastern border of the property in concern Every effort will need to be made to prevent storm water runoff from the project site which could potentially contaminate surface water in the general area BMPs will need to be utilized to prevent storm water runoff No adverse impact is expected
Unique Natural Features and Agricultural Lands	X				This project will not affect any unique natural features and/or agricultural lands as all work will take place within the boundaries of an existing vacant piece of property Source - On-site observations and Google maps
Vegetation and Wildlife	X				After reviewing the County Endangered Species List (TDPW and USDFW), it was determined that this project will not impact vegetation and wildlife in the area as the habitats for no endangered and threatened species exist within 300 feet of the project area

Summary of Findings and Conclusions

Alternatives

Determine and describe possible alternatives to the proposed project, including the 'no action' alternative The feasibility of each alternative and the reasons why each should be adopted or rejected should be discussed sufficiently to indicate that an adequate consideration of each alternative has occurred Consider alternatives in scope, location, design, and/or materials

- #1 No Action - not an option Current conditions present a public safety issue and must be addressed
- #2 Renovate an existing fire-department There are no fire-departments in the general area which could be renovated.
- #3 Construct a new fire department in a different location Not financially viable Constructing in a different location would cost more money as the current property has already been studies and acquired for the activity. However, this is an option which may be considered
- #4 Utilize different materials The county has determined the materials to be used in this project are best suited to solve the problems However, more detailed studies may indicate that different materials may be required.
- #5 Increase or descrease the size of the facility. Not feasible The current facility is adequately sized However, if funds became available, this option could be realized

Summary of Existing Conditions and Future Trends

A new fire department and EMS facility is needed to properly serve citizens in the area If this project is not undertaken, the fire department may not be able to respond to emergencies in a timely manner which presents a public safety problem.

Additional Studies Performed (Attach Study or Summary)

A wetlands delineation study has been conducted. Additional engineering related studies will be conducted as part of the development of the plans.

Mitigation Measures Needed:

Soil Erosion – Best management practices should be in place to prevent soil erosion

Storm & Surface Water – A pollution prevention plan should be in place to prevent sedimentation and soil runoff into the surface water

Nuisances and Site Safety Issues – Safety precautions to secure construction equipment would need to be implemented while the project is being constructed and any hazardous material containers and flammable/hazardous utility lines should be located prior to construction In addition, the usage of emergency vehicle sirens should be utilized only when necessary to reduce potential disruptions of residents in close proximity of the facility

Environmental Assessment Checklist
Finding of No Significant Impact

1. **Is project in compliance with applicable laws and regulations?** ☒Yes ☐No

2. **Is an EIS required?** ☐Yes ☒No

3. **Finding of No Significant Impact (FONSI) can be made. Project will not significantly affect the quality of the human environment.** ☒Yes ☐No

Prepared By: Tim F. Glendening & Associates, Inc

Title: Grant Consultant

Signature:

Date: 3-28-11

Certified By: Mark Henry

Title: County Judge

Signature:

Date: 5/10/11

STATUTORY CHECKLIST

24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

Grant Recipient Galveston County Project Name Galveston County – 4014 1-3

Project Description (Include all actions which are either geographically or functionally related)·
DESCRIPTION
Grantee shall construct a new, fully functioning ADA compliant fire station and emergency medical services (EMS) facility. The new facility will include approximately six (6) truck bays; meeting, office, storage, and sleeping spaces; new doors, windows, lights, flooring, ceiling, and plumbing fixtures, HVAC, fire protection, communication, and security systems. Grantee shall construct exterior improvements including grading, paving, utilities, surfacing and brick masonry hardening Grantee shall purchase and install one (1) two hundred thirty kilowatt (230 kW) permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances Grantee shall construct a concrete pad for generator mounting and perform site work associated wifu construction. Construction of this new facility will ensure adequate fire protection for the city.

LOCATION
Construction shall take place at Crystal Beach Fire and EMS located at 946 Noble Carl Drive, Crystal Beach, Texas

If this project is determined to be categorically excluded according to 24 CFR 58 35, then use Statutory Checklist for Categorical Excluded projects only

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58 5	N/A	Consultation Review Permits Required	Consistency Determination	Condition Mitigation	**Compliance Documentation**
Historic Preservation [36 CFR Part 800]		X			Consulted with the THC – No historic properties affected Contacted – 11/5/10 Responded – 12/1/10
Floodplain Management [24 CFR 55, Executive Order 11988]		X			The project involves property acquisition, management, construction or improvements within (or will impact) a 100 year floodplain (Zones A or V) identified by FEMA Map 4854700124E The 8-step process has been followed Early Public Notice – 11/20/10 Notice of Explanation – 12/8/10 The project will not have a negative effect on the floodplain
Wetland Protection [Executive Order 11990]		X			According to NWI Wetland Mapper, a Freshwater Emergent Wetland exists on the southern edge of the property in concern and a Freshwater Emergent Wetland exists adjacent to the northwestern edge of the property in concern A wetlands delineation study was completed to identify the exactly location of the wetlands After reviewing the wetland delineation study, the project engineer indicated that there will be no dredging or fill into the wetland as a result of this project, thus no permits with the USACE will be required However, BMP's should be utilized wherever possible to prevent runoff into the wetlands If BMP's are properly utilized, there should be no impact on adjacent wetlands

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58 5	N/A	Consultation, Review Permits Required	Consistency Determination	Condition Mitigation	**Compliance Documentation**
Coastal Zone Management Act [Sections 307(c), (d)]		X			According to the General Land Office and Google Maps, Galveston County is in a coastal zone However, according to the Goecommons website, the project is not near a coastal barrier
Sole Source Aquifers [40 CFR 149], SDWA (42 U S C 201, 300(f) et seq., and 21 U.S.C 349)		X			The project is not located within a U S EPA-designated sole source aquifer watershed area per EPA Ground Water Office
Endangered Species Act [50 CFR 402]		X			After reviewing the County Endangered Species List (TDPW and USDFW), the habitat for no species listed on the USDFW County List occurs within the project area However the habitats for the following species listed on the TDPW and USDFW County Endangered Species Lists may occur within 300 feet of the project area • Attwater's Greater Prairie-Chicken • Black Rail • Brown Pelican • Eskimo Curlew • Henslow's Sparrow • Reddish Egret • Snowy Plover • Southeastern Snowy Plover • White-faced Ibis • Wood Stork • Texas diamondback terrapin • Timber/Canebrake rattlesnake In addition, according to the Texas Department of Parks and Wildlife there will be potential impacts to vegetation, federal regulations (Migratory Bird Treaty Act), Wetlands and Rare and Protected Resources Recommendations include • Vegetation - TPWD recommends that clearing of mature, native trees be avoided Loss of vegetation should be minimized by using site planning and construction techniques designed to avoid and preserve existing trees, shrubs, grasses, and forbs For impacts that are unavoidable, TPWD recommends transplanting the existing trees or replacing them at a ratio of 3 saplings for every tree lost Whether transplanted or replaced, a survival of 85% should be achieved TPWD recommends that native plant and forage species that are beneficial to wildlife endemic to the area be used in mitigation and landscaped areas • Federal Regulation (Migratory Bird Treaty Act) - Recommendations Construction activities such as, but not limited to tree felling as well as vegetation clearing, trampling, or maintenance should occur outside the April 1- July 15 migratory bird nesting season of each year the project is authorized and lasting for the life of the project To comply with the MTBA the proposed site should be surveyed for migratory bird nest sites prior to construction or future maintenance activities Since raptors nest in late winter and early spring, all construction activities as identified above should be excluded from a minimum zone of 100 meters around any raptor

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58 5	N/A	Consultation Review Permits Required	Consistency Determination	Condition Mitigation	**Compliance Documentation**
					nest during the period of February 1- July 15 (U S Fish and Wildlife Service Southwest Regional Office (Region 2) at (505) 248-6879 for further information) • Wetlands - Recommendation If wetlands would be impacted by the proposed project, TPWD requests that the County of Galveston mitigate for all wetland impacts and prepare a wetland mitigation plan The wetland mitigation plan should be developed in consultation with TPWD Coordination of all impacts to the aquatic resources should be coordinated with Jamie Schubert with our Coastal Program (281-534-0135) • Rare and Protected Resources - According to records in the Texas Natural Diversity Database (TXNDD), occurrences of the following species have been documented possibly within the proposed Galveston County project area Natural Communities and Special Features Migratory Bird Fallout Site and Colonial Waterbird Rookery If either of the se natural communities or special features are suspected at the project site contractor should immediately contact txndd@tpwd state tx us In addition, the TPWD recommends that Construction crews should be informed of the rare species that have potential to occur in the project county and should avoid disturbance to sensitive species if encountered during construction Only personnel with a TPWD scientific collection permit are allowed to handle and move state listed species For further information on the required permit please contact Chris Maldonado at (512) 389-4647 Further consultation with TPWD would be warranted upon detection of a Texas listed rare, threatened, or endangered species within or near the proposed project at any time prior to or during construction TPWD also recommends that the Galveston County reseed disturbed soils with a mixture of grasses and forbs native to Galveston County To enhance native grasses available to wildlife in the project area, TPWD recommends that Bermuda grass be avoided to the extent possible in reseeding efforts, though TPWD understands that slopes may require certain grasses to control erosion After review of the County Endangered Species List (TDPW and USDFW), and consultation with both agencies, it was concluded that the project will not affect federally or state listed threatened, endangered, or special status species or their critical habitat This finding is based upon the fact that a) The habitat for such species does not exist, b) The habitat for such species may exist within 300 feet of the project site, but the project, which entails adding a generator to an existing water facility within a fenced, manicured location, should not affect the natural habitat in the area TDPW & USDFW – contacted 11/30/10 - responded 1/4/11
Wild and Scenic Rivers Act [Sections 7(b), and (c)]		X			According to the U S Fish and Wildlife and Google Maps, the project is not located within one mile of a listed Wild and Scenic River
Clean Air Act [Sections 176(c), (d),		X			According to the TCEQ, the project is located within a ' non-attainment" area Air pollution will be slightly increased during construction In addition, once the new

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58 5	N/A	Consultation Review Permits Required	Consistency Determination	Condition Mitigation	**Compliance Documentation**
and 40 CFR 6, 51, 93]					facility has been constructed operation of the facility and the additional vehicular traffic it will create will further increase air pollution The project is expected to have well below the allowable threshold for emissions Effects of ambient air quality and the projects contribution to local air quality is expected to be negligible The project will meet EPA Tier 3 regulation standards Source – TCEQ Texas Attainment Status by Region
Farmland Protection Policy Act [7 CFR 658]		X			There are no mapped prime farmland soils within the project area Source NRCS Soil Data Mart, NRCS Web Soil Survey
Environmental Justice [Executive Order 12898]		X			No ROW or easement acquisitions would be required for this project No displacements or negative impacts to minority or low income populations are anticipated from generator installation Source Site Observations
Water Quality					The project will not affect water quality Source – County, project engineer and review of project application
State/Local Statutes					The project complies with state and local statutes Source – County, project engineer and review of project application
Noise Abatement and Control [24 CFR 51B]		X			Temporary increase in ambient noise level is possible during construction of the project Once constructed, vehicular traffic and the operation of the Fire Station/EMS facility will increase noise in the area Sirens from emergency vehicles may be activated during any time of day which could disrupt residential sleep patterns Unless it is necessitated emergency vehicle sirens should not be activated until they exit the residential area where the new facility will be located In addition, the backup generator would typically operate during disasters and/or emergency situations and on a temporary basis Therefore, abatement measures would not be required The generator would be equipped with soundproofing in a weather proof enclosure and noise would not exceed 70 decibels at a distance of 7 meters The county will also perform maintenance and testing between 6am and noon per TCEQ 117 2030© Source TCEQ site observations, aerial map of site
Explosive and Flammable Operations [24 CFR 51C]		X			The subject and adjacent properties are free of hazardous materials, contamination, toxic chemicals, gasses and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the subject property According to the EPA and TCEQ, there are no nearby Explosive and Flammable operations However, there is currently a residential solid waste collection station set up on the property This should not affect the project as the solid waste is collected in trash containers and removed from the site The properties in concern (i) are not listed on an EPA Superfund National Priorities or CERCLA list or equivalent State list, (ii) have no underground storage tanks (iii) are not known or suspected to be contaminated by toxic chemicals or radioactive materials, (iv) not located within 3,000 feet of a toxic or solid waste landfill site, Therefore, an ASTM

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5	N/A	Consultation, Review Permits Required	Consistency Determination	Condition Mitigation	**Compliance Documentation**
					Phase I report is not required Source EPA National Priorities List TCEQ PST Registration Database, Enviromapper, TCEQ Inventory of closed/abandoned landfills
Toxic Chemicals and Radioactive Materials [24 CFR 58 5(i)]		X			The subject and adjacent properties are free of Toxic Chemicals and Radioactive Materials which could affect the health or safety of occupants or conflict with the intended use of the subject property According to the EPA and TCEQ, there are no nearby toxic operations However, they should not affect this project However there is currently a residential solid waste collection station set up on the property This should not affect the project, as the solid waste is collected in trash containers and removed from the site The properties in concern (i) are not listed on an EPA Superfund National Priorities or CERCLA list or equivalent State list, (ii) have no underground storage tanks (iii) are not known or suspected to be contaminated by toxic chemicals or radioactive materials Therefore, an ASTM Phase I report is not required Source EPA National Priorities List, TCEQ PST Registration Database, Enviromapper, TCEQ Inventory of closed/abandoned landfills
Airport Clear Zones and Accident Potential Zones [24 CFR 51D]					According to Google Maps, there are no airports in close proximity to the project sites Therefore, there are no Airport Clear Zones and Accident Potential Zones within the project areas
Solid Waste Disposal					There are no solid waste facilities near the project sites Google maps and on-site observation However, there is currently a residential solid waste collection station set up on the property This should not affect the project, as the solid waste is collected in trash containers and removed from the site

PREPARER SIGNATURE: _____ DATE: 3-28-11

PREPARER NAME: Tim F. Glendening

RESPONSIBLE ENTITY AGENCY

OFFICIAL SIGNATURE: Mark Henry DATE: 5/10/11

NAME, TITLE Mark Henry, County Judge

Environmental Assessment Checklist

Project Name and Identification No
Galveston County – 4014.1-2 # DRS010052-4014-3

Impact Categories	IMPACT ANTICIPATED			REQUIRES MITIGATION OR MODIFICATION	NOTE CONDITIONS AND/OR SOURCE DOCUMENTATION THAT SUPPORTS FINDING REFERENCE NOTES
	NONE	MINOR	MAJOR		
Land Development					
Conformance with Comprehensive Plans and Zoning	X				Project complies with local plans, existing land use and zoning ordinance Source – TCDP grant application and Galveston County and City of Crystal Beach
Compatibility and Urban Impact	X				The project will be compatible with the area as it involves the construction of a new fire department / EMS facility within a residential neighborhood which is a common place to construct such facilities – Source – on-site observations
Slope	X				According to on-site observation and USDA Soil Survey maps, there are no steep slopes in the area and the project should not change the slope of the land
Erosion		X			According to USDA soil survey maps, the soil in the project areas have a potential for soil erosion Appropriate construction measures should be taken to minimize soil erosion at the project site
Soil Suitability	X				Based upon information from the USDA Soil Survey, the soil in the area is suitable for the project activities In addition, the project locations have been deemed as acceptable in the grant application Applicable engineering measures will be taken to ensure soil stability & suitability
Hazards and Nuisances Including Site Safety		X			In general, no hazardous sites were observed during field investigations However, there is currently a residential solid waste collection station set up on the property This should not affect the project, as the solid waste is collected in trash containers and removed from the site In addition, the project sites will not be safe for non-construction personnel Fencing/barricades and/or warnings signs will be utilized to prevent non-construction personnel from entering the sites In addition, prior to construction, appropriate dig tests should be conducted (where necessary) to ensure no gas or other hazardous utility lines are in the project area In addition, the location of any flammable or hazardous containers located on the property should also be located so appropriate precautions can be made
Energy Consumption		X			During and after construction , energy consumption (fuel and electricity) will slightly increase However, adequate energy is available in the area
Noise					
Effects of Ambient Noise on Project and Contribution to Community Noise Levels		X			Temporary increase in ambient noise level is possible during construction of the project Once constructed, vehicular traffic and the operation of the Fire Station/EMS facility will

					increase noise in the area Sirens from emergency vehicles may be activated during any time of day which could disrupt residential sleep patterns Unless it is necessitated, emergency vehicle sirens should not be activated until they exit the residential area where the new facility will be located In addition, the backup generator would typically operate during disasters and/or emergency situations and on a temporary basis Therefore, abatement measures would not be required The generator would be equipped with soundproofing in a weather proof enclosure and noise would not exceed 70 decibels at a distance of 7 meters The county will also perform maintenance and testing between 6am and noon per TCEQ 117 2030© Source· TCEQ, site observations, aerial map of site
Air Quality					
Effects of Ambient Air Quality on Project and Contribution to Community Pollution Levels		X			During construction, air pollution in the area will be slightly increased However, the effects are negligible and no facilities to be constructed are listed in (42 U S C § 7401 et seq) of the Clean Air Act No significant impact is expected
Environmental Design, Historic Values and Urban Impact					
Visual Quality Coherence, Diversity, Compatible Use and Scale	X				The project will not negatively affect the visual quality, coherence or diversity of the area and is compatible with the use and scale of the area because the facility to be constructed is commonly built within areas similar to the proposed area Source – on-site observations and aerial photos

Environmental Assessment Checklist

Impact Categories	IMPACT ANTICIPATED			REQUIRES MITIGATION OR MODIFICATION	NOTE CONDITIONS AND/OR SOURCE DOCUMENTATION THAT SUPPORTS FINDING REFERENCE NOTES
	NONE	MINOR	MAJOR		
Socioeconomic					
Demographic Character Changes	X				This project is not expected to affect the demographic character of the area Source – On-site observations and planning consultant
Displacement	X				No displacement of persons or businesses will occur as no easements are ROW will need to be acquired Source – on-site observations, project map and discussions with County officials
Employment and Income Patterns		X			This project is not expected to have any major affects on employment or income patters of the area However, the new facility could cause the creation of a few new jobs in the community
Community Facilities and Services.					
Educational Facilities	X				According to on-site observations and Google Maps, there are no school related facilities in close proximity of the project areas
Commercial Facilities	X				According to on-site inspections, no construction activities are along roadways which are used to access major commercial facilities and no major commercial buildings are in the project area As such, no commercial disruption is expected Source – On-site observations and Google Maps No adverse impacts are expected
Health Care	X				According to local observations and Google Maps, there are no health care facilities in the project area No adverse impacts are expected
Social Services	X				According to local observations, there are no social service facilities in the project area No adverse impacts are expected
Solid Waste	X				According to local observations and the county list of closed landfills, there are no solid waste facilities near the project site A by-product of construction will include a temporary increase in solid waste generation There are adequate facilities to handle the increase waste in the area There is currently a residential solid waste collection station set up on the property This should not affect the project, as the solid waste is collected in trash containers and removed from the site No adverse impacts are expected
Waste Water		X			This project should not affect wastewater in the area However, the new building will be connected to a citywide sanitary sewer system and will generate additional waste to it There are adequate facilities to handle the additional waste Source – on-site observation and review of performance statement in contract between the city and TDRA
Storm Water		X			The project will decrease permeable land However, the non-permeable area is minimal and should not negatively affect storm water flows – Source project description and FEMA

						maps
Water Supply			X			This project should not affect water supply in the area However, the new facility will increase water demand in the area Source – on-site observation and review of performance statement in contract between the city and TDRA
Public Safety	Police	X				This project should not affect public safety as it relates to police as all work will occur on existing, vacant property On-site observations and review of performance statement in contract between city and TDRA
	Fire		X			The project includes constructing a new fire station / EMS facility and adding a new generator to it, both of which are positive effects Since construction will take place on vacant property, fire/EMS response times should not be affected On-site observations and review of performance statement in contract between city and TDRA
	Emergency Medical		X			The project includes constructing a new fire station / EMS facility and adding a new generator to it, both of which are positive effects Since construction will take place on vacant property, fire/EMS response times should not be affected On-site observations and review of performance statement in contract between city and TDRA
Open Space and Recreation	Open Space	X				The project should not directly affect open space as no work will take place in any designated Open Space areas On-site observations, Google and review of city maps
	Recreation	X				The project should not directly affect recreation in the area as no work will take place in or near any recreational areas On-site observations, Google and review of city maps
	Cultural Facilities	X				According to on-site observations, there are no cultural facilities in the project area. No adverse impact is expected
Transportation		X				This project should not affect transportation in the area On-site observations, Google and review of city maps

Environmental Assessment Checklist

Impact Categories	IMPACT ANTICIPATED			REQUIRES MITIGATION OR MODIFICATION	NOTE CONDITIONS AND/OR SOURCE DOCUMENTATION THAT SUPPORTS FINDING REFERENCE NOTES
	NONE	MINOR	MAJOR		
Natural Features					
Water Resources	X				The completed project is not expected to have a significant effect on water resources in the area However, once completed, the new facility will increase water demand in the area No significant impact is expected Source - onsite observations and review of performance statement in contract between city and TDRA
Surface Water	X				According to on-site observations, USGS and Aerial maps, the project site is not near surface water In addition, there are no streams, seepage, springs or impounded water in the direct project area However, the Gulf of Mexico is approximately 1,000 feet south of the project site Every effort will need to be made to prevent storm water runoff from the project site which could potentially contaminate surface water in the general area BMPs will need to be utilized to prevent storm water runoff No adverse impact is expected
Unique Natural Features and Agricultural Lands	X				This project will not affect any unique natural features and/or agricultural lands as all work will take place within the boundaries of an existing vacant piece of property Source - On-site observations and Google maps
Vegetation and Wildlife	X				After reviewing the County Endangered Species List (TDPW and USDFW), it was determined that this project will not impact vegetation and wildlife in the area as the habitats for no endangered and threatened species exist within 300 feet of the project area

Summary of Findings and Conclusions

Alternatives

Determine and describe possible alternatives to the proposed project, including the 'no action' alternative The feasibility of each alternative and the reasons why each should be adopted or rejected should be discussed sufficiently to indicate that an adequate consideration of each alternative has occurred Consider alternatives in scope, location, design, and/or materials

- #1 No Action - not an option Current conditions present a public safety issue and must be addressed
- #2 Renovate an existing fire-department. There are no fire-departments in the general area which could be renovated
- #3 Construct a new fire department in a different location. Not feasible Constructing in a different location would cost more money as the current property has already been studies and acquired for the activity.
- #4 Utilize different materials. The county has determined the materials to be used in this project are best suited to solve the problems. However, more detailed studies may indicate that different materials may be required
- #5 Increase or decrease the size of the facility Not feasible The current facility is adequately sized However, if funds became available, this option could be realized

Summary of Existing Conditions and Future Trends

A new fire department and EMS facility is needed to properly serve citizens in the area. If this project is not undertaken, the fire department may not be able to respond to emergencies in a timely manner which presents a public safety problem.

Additional Studies Performed (Attach Study or Summary)

No other studies have been performed at this time. However, additional engineering related studies will be conducted as part of the development of the plans

Mitigation Measures Needed:

Soil Erosion – Best management practices should be in place to prevent soil erosion.

Storm & Surface Water – A pollution prevention plan should be in place to prevent sedimentation and soil runoff into the surface water

Nuisances and Site Safety Issues – Safety precautions to secure construction equipment would need to be implemented while the project is being constructed and any hazardous material containers and flammable/hazardous utility lines should be located prior to construction In addition, the usage of emergency vehicle sirens should be utilized only when necessary to reduce potential disruptions of residents in close proximity of the facility.

Environmental Assessment Checklist
Finding of No Significant Impact

1. **Is project in compliance with applicable laws and regulations?** ☒Yes ☐No

2. **Is an EIS required?** ☐Yes ☒No

3. **Finding of No Significant Impact (FONSI) can be made. Project will not significantly affect the quality of the human environment.** ☒Yes ☐No

Prepared By: Tim F. Glendening & Associates, Inc.

Title: Grant Consultant

Signature:

Date: 3-28-11

Certified By: Mark Henry

Title: County Judge

Signature:

Date: 5/10/11