REVISED

GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
JANUARY 26, 2011 – 9:30 A.M.

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

REGULARLY SCHEDULED MEETING – AGENDA – 9:30 A.M.

Pledge of Allegiance and Invocation

*1. Consideration of Resolution recognizing Ella Anderson for her many years of outstanding service upon her retirement as submitted by County Legal.

*2. Consideration of request for waiver or refund of Tax Penalty and Interest of the following due to clerical errors:

a. Account No.:3505-0087-0001-000 Jose and Albert Alfaro

b. Account No.:1505-0000-0029-000 Robert and Cathryn Davis

c. Account No.:1225-0000-003-000 Herman Hicks

d. Account No.:5485-0000-0017-000 William and Rita Oakes

e. Account No.:2750-0004-0003-000 Jody and Kim Stein

f. Account No.: 4427-0163-0007-000, 4427-0155-0017-000, 4427-0163-0016-000 CBKD Holdings LLC.

*3. Submitted by Cliff Billingsley, County Auditor

a. Approval of Accounts Payable checks date 1/26/11

b. Order for payroll period ending 1/19/11 Bi-Weekly #2

*4. Submitted by Jeff Modzelewski, First Asst. County Auditor – Accounting

a. Order for monthly Health Insurance claims made by Boon Chapman for month ending 11/30/10

b. Order for monthly Worker's Compensation claims made by The Littleton Group for month ending 11/30/10

*5. Submitted by Ron Chapa, First Asst. County Auditor – Internal Audit

a. Internal Audit report of the Cash Counts of the Tax Office's League City, Texas City, and Galveston

b. branch locations conducted on 12/8, 13, and 14, 2010.

6. Consideration of request for waiver or refund of Tax Penalty and Interest of the following:

a. Account No.: 5313-0000-0014-000 Maria Arocho

b. Account No.: 1650-0000-0001-025 Daniel T. Hunter

c. Account No.: 8600-0673-6007-000 Port Bolivar Marine Service.

7. Consideration of recommendation to award a contract on the following RFP submitted by the Purchasing Agent:

a. RFP #B111025, Caroline Street Pavement Reconstruction Project.

8. Consider recommending an extension on the following RFQ submitted by the Purchasing Agent:

a. RFQ #B061039, On Site Medical Services.

9. Consideration of approval to put out RFP for the Enterprise Content Management System (ECMS) Project due to start in April as submitted by I.T.

10. Consideration of approval to post positions for consideration to hire in April for the Enterprise Content Management System (ECMS) Project as submitted by I.T.

11. Consideration of authorizing the county purchasing agent to advertise for bids for road and parking improvements in Ft. Travis Park submitted by the County Engineer.

12. Consideration of authorizing Interlocal Agreement for sanding roads between the County of Galveston and the City of Clear Lake Shores

13. Consideration of Execution of an Interlocal Contract between the County of Galveston, the City of Galveston and the Park Board of Trustees for improvements to be constructed upon the Hampton Battery located at Ft. Crockett Park, Galveston, Texas submitted by County Legal.

14. Consideration of election of an option to renew the existing lease with William Leopold on the Galveston CareHere Clinic site for an additional one year period submitted by

County Legal.

15. Request for Hiring Exception as submitted by the Director of Finance and Administration.

Fiscal Year	Amendment #	Description
2011	11-028-0126-A	Various Departments – Request to reorganize and reclassify various positions in Galveston Departments.
2011	11-033-0126-B	Request to Budget additional funds to cover termination vacation and/or sick leave pay.

16. Consideration of adoption of Order Lifting Outdoor burn Ban in Unincorporated Areas of Galveston County, Texas located on Bolivar Peninsula, submitted by Emergency Management Coordinator.

WORKSHOP MEETING – AGENDA

NO WORKSHOP ITEMS HAVE BEEN PLACED ON THIS AGENDA.

AGENDA ITEM #1

COUNTY OF GALVESTON

On this the 26th day of January, 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, we are saddened to learn that on January 31, 2011, one of Galveston County's most dedicated, energetic and devoted public servants, **Ella Gibson Anderson**, will be leaving her position as **Chief of the Family Division** of the **Criminal District Attorney's Office**; and

Whereas, originally a native of Cookeville, Tennessee, we were indeed fortunate that after a successful career as a Registered Nurse and upon her graduation in 1995 with a Doctor of Jurisprudence degree from the University of Houston Law Center, **Ella** began her 16 year profession as a public servant by becoming an assistant Criminal District Attorney in the Family Law Section. Soon recognized for her ability to quickly discern what constitutes a prosecutable offense and concisely and accurately communicate her thoughts to others, in January of 1997 **Ella** was promoted to **Chief of the Family Division**, a position she has capably held with honor and distinction throughout her tenure with the **County**; and

Whereas, throughout her entire professional career, **Ella** acted in a professional and proper manner continually placing service to the public before her personal desires. She was always available to assist her coworkers in her division whenever needed. Her leadership, positive spirit and untiring efforts constantly provided strength and direction to all She served as a model of efficiency for all public servants of the County. Her judicial wisdom, skill and acumen provided strength and direction to the most novice of prosecutors as well as to the most experienced of defense attorneys. Her expertise in running the **Family Law Division** evidenced that not only was she a scholar of the law but also that her sense of justice was level headed and even handed, and

Whereas, Ella's popularity among her many friends and her knowledge, skill, integrity and dedication to duty are all admirable traits well recognized and appreciated by those who have had the pleasure of coming in contact with her Her friendship, leadership, wisdom, vision, foresight and rapid sense of humor will be sorely missed especially by those of us who daily worked with her; and

Whereas, the **Commissioners' Court of Galveston County** desires to express its appreciation to **Ella Gibson Anderson** for her long and faithful service to the **County of Galveston.**

Now, Therefore, Be It Resolved, that the **Commissioners' Court of Galveston County** issues this **Resolution of Appreciation** to **Ella Gibson Anderson** thanking her for her many years of faithful and unselfish dedication and devotion to all citizens of Galveston County and wishes her luck in all her future endeavors.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed this 26th day of January, 2011

Attest:

Dwight D. Sullivan, County Clerk

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

Kevin 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 #2a

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

January 18, 2011

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

Re CLERICAL ERROR
Request for P & I Waiver
3505-0087-0001-000
Jose & Albert Alfaro

Dear Judge Henry.

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property

Amount of waiver requested $ 1,250 36

Sincerely,

Cheryl E Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite113 Texas City, Texas 77591
Telephone (409) 935-1980 or toll free (866) 277-4725
Fax (409) 935-4319

December 15, 2010

Galveston County Tax Office
P.O 1169
Galveston, Texas 77553-1169

Re: Tax Account(s) 3505-0087-0001-000 / R100854

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2008 - 2009 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold
Director – G.I.S. / Mapping

Property ID and Legal Description	Owner Information	Last Inspected	Market Value	Card Printed	Card #	Map ID
R100854 Tax Year 2011 3505-0087-0001-000 ABST 628 PAGE 113 & 120 LOT 1 BLK 87 GALVESTON	ALFARO JOSE (O0051171) AND ALBERT ALFARO 4528 AVE Q 1/2 GALVESTON TX 77551	01/19/2010 (JR)	$56,420	12/17/2010	1	357-B
		Next Inspection/Reason	Assessed Value	Comments		
			$56 420	REVAL10-CHNG COND FR08-REAPPRAISE 11 12 07-del 62 mod BP05-CHG EY COND BP04-CHG COND FR02-CHG CLASS YR COND		

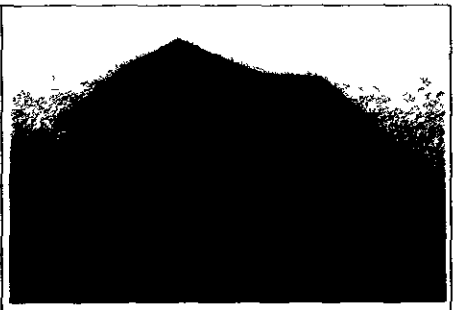
Property Situs Address
2727 AVE K GALVESTON TX 77550

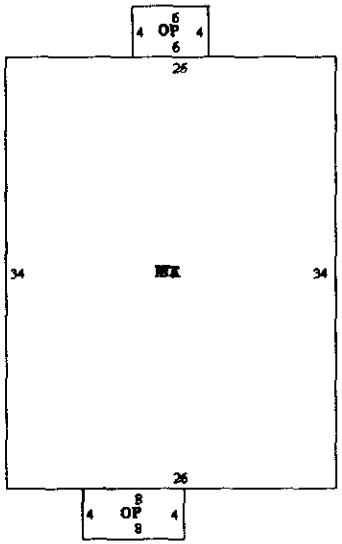
Linked Property

Neighborhood	Exemptions/Spec. Value
3505 1	

Taxing Unit Information
C30,GGA,J01 N01 R01 RFL,S10

Topography	Utilities	Access	Zoning
LEVEL	AP	ASP	SS





Additions

Const Style	Foundation	Ext. Finish	Int. Finish	Roof Style	Flooring
SFC	WPL	WF	SR	CS	HW-VI
Heat/AC	**Plumbing**	**Fireplace**	**Rooms**	**Bedrooms**	
WH	1				

Sales History

Date	Price	Seller	Book / Instrument	Page
07/22/2008		GONZALES BARBARA A & MLI INVESTMENTS INC MXI INC	2008044410 URD 2001032063	SEE COMENT

Improvements

Type	Description	St Cd, HS, Type	Class	Area	Area Factor	Adjusted Area	Perimeter	Unit Price	Yr Blt / Act-Eff	Cond	% Gd	Ph %	Eco %	Fnc %	% Cmp	Value
MA	Main Area	A1 N R1	F6	884		884		25 35	1957-1964	5	60	85	100	100		17 140
ST	Storage	A1 N R1	F6	884		884		12 68	1957-1964	5	60	85	100	30		2 570
OP	Open Porch	A1 N R1	F6	32		32		6 34	1957-1964	5	60	85	100	100		160
OP	Open Porch	A1 N R1	F6	24		24		6 34	1957-1964	5	60	85	100	100		120

NBH% 150 ImpMod 80 00000000 TOTAL **15,990**

Land Information

Type	Description	Table	ST Cd	HS	Meth	Area	Unit Price	Func %	Econ %	Adj %	Market Value	Ag Tbl	Meth	Ag Unit Pr	Ag Value
RL	Residential Lot	L-S3505 1	A1		L	5 160 0000	7 224 00	100	100		10 840			0 00	0

NBH% 150 EFF ACRES 0 1180 TOTAL **5,160.0000** TOTAL **10,840** TOTAL **0**

Property ID and Legal Description	Owner Information	Last Inspected	Market Value	Card Printed	Card #	Map ID
R100854 Tax Year 2011 3505-0087-0001-000 ABST 628 PAGE 113 & 120 LOT 1 BLK 87 GALVESTON	ALFARO JOSE (O0051171) AND ALBERT ALFARO 4528 AVE Q 1/2 GALVESTON TX 77551	01/19/2010 (JR)	$56,420	12/17/2010	2	357-B
		Next Inspection/Reason	Assessed Value	Comments		
			$56 420	REVAL10-CHNG COND FR08-REAPPRAISE I1 I2 07-del 62 mod BP05-CHG EY COND BP04-CHG COND FR02-CHG CLASS YR COND		

Property Situs Address:
2727 AVE K GALVESTON TX 77550

Linked Property

Neighborhood	Economic/Spec. Vals
3505 1	

Taxing Unit Information
C30 GGA,J01 N01,R01 RFL,S10

Topography	Utilities	Access	Other
LEVEL	AP	ASP	SS

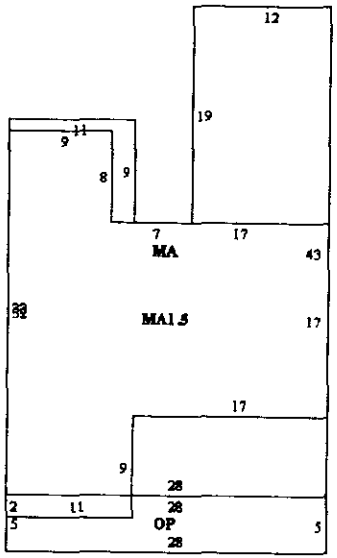
Attributes

Const Style	Foundation	Ext. Finish	Int. Finish	Roof Style	Heating
SFC	PB	WF	SR	CS	HW-VI

Heat/AC	Plumbing	Fireplace	Rooms	Bedrooms
ST	2			

Sales History

Date	Price	Seller	Book / Instrument	Page
07/22/2008	-	GONZALES BARBARA A & MLI INVESTMENTS INC MXI INC	2008044410 URD 2001032063	SEE COMENT



Improvements

Type	Description	St Cd, HS, Type	Class	Area	Area Factor	Adjusted Area	Perimeter	Unit Price	Yr Blt / Act-Eff	Cond	% Gd	Ph %	Eco %	Fnc %	% Cmp	Value
MA	Main Area	A1 N R1	F9	972		972		30 50	1955-1972	6	58	85	100	100		21 920
MA1	Main Area 1 5 Floor	A1 N R1	F9	674		674		28 98	1955-1972	6	58	85	100	100		14 440
OP	Open Porch	A1 N R1	F9	140		140		6 10	1955-1972	6	58	85	100	100		630

NBH% 150 ImpMod 80 00000000

TOTAL **29,590**

AGENDA ITEM #2b

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

January 18, 2011

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

Re· CLERICAL ERROR
Request for P & I Waiver
1505-0000-0029-000
Robert & Cathryn Davis

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property

Amount of waiver requested· $ 485.41

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

2

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite113 Texas City, Texas 77591
Telephone· (409) 935-1980 or toll free (866) 277-4725
Fax (409) 935-4319

December 30, 2010

Galveston County Tax Office
P.O 1169
Galveston, Texas 77553-1169

Re: Tax Account(s) 1505-0000-0029-000 / R117822

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2009 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold
Director – G.I.S. / Mapping

RECEIVED
JAN 04 2011
COLLECTIONS

AGENDA ITEM #2c

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

January 18, 2011

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

Re CLERICAL ERROR
Request for P & I Refund/Waiver
Acct# 1225-0000-003-000
Herman Hicks

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error by the Galveston Central Appraisal District

The homeowner is requesting the fees charged to his account be waived/refunded due to the clerk's error He states a representative in the Galveston County Tax Office miscalculated the amount due

Account Number	Year	Refund/Waiver
1225-0000-0035-000	2009	$ 38 53

Sincerely,

Cheryl E Johnson

4

1/5/11

To whom it may concern,

I am requesting the fees to be removed from my account due to the representative of the GCTO providing me with the incorrect amount due for the tax year of 2009.

Hermar J Hicks

1-5-11

Acct # 1225.0000.0035.000

AGENDA ITEM #2d

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

January 18, 2011

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

Re CLERICAL ERROR
Request for P & I Waiver/Refund
Acct# 5485-0000-0017-000
William & Rita Oakes

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error by the Galveston Central Appraisal District

Due to a posting error the homeowner acquired fees on his account The homeowner has paid all the levy due for this tax year and request the fees left on his account be waived and fees paid be refunded

Account Number	Year	Refund	Waiver
5485-0000-0017-000	2006	$ 180 92	$ 86 85

Total amount requested $ 267 77

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

GALVESTON TAX ASSESSOR/COLLECTOR

TO WHOM IT MAY CONCERN ACCOUNT #548500000017000

YOUR RECORDS SHOW THAT I AM DELINQUENT FOR MY 2006 TAXES. I HAD THOUGHT THIS WAS TAKEN CARE OF WHEN I SHOWED A RETURN CHECK THAT WAS SENT BACK TO ME FOR OVERPAYMENT OF TAXES IN 2006 FOR $ 547.00AND SOME CHANGE.

WITH THE DAMAGE FROM HURRICANE IKE I'M STUCK IN THE MIDDLE OF WHO RIGHT OR WHO'S WRONG IF YOU STAND BY YOUR RECORDS THEN I WILL HAVE TO PAY. WOULD YOU CONSIDER A PAYMENT PLAN IN MAYBE FOUR TO FIVE PAYMENTS AND WAIVE THE DELINQUENT CHARGES SO BOTH OF US CAN CLOSE THIS MATTER.

YOURS TRULY,

WILLIAM J. OAKES
8009 MELODY LANE
DICKINSON, TEXAS 77539
E-MAIL billoakes1@comcast.net
phone # 281-534-4998

Pay base and we will submit to CC for fees waived due to clerk error.
Elma

12/29/10 left message.
1/4/11 10:48am TP called. I explained to him I would need the base amount of taxes sent in and our office will then send the case to CC to have fees removed due to clerical error. I asked Mr Oakes to make correspondence to my attention.
— Elma —

AGENDA ITEM #2e

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

January 18, 2011

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

Re CLERICAL ERROR
Request for P & I Waiver
2750-0004-0003-000
Jody & Kim Stein

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error

The Galveston Central Appraisal District recently discovered an incorrect property regarding the above-referenced account They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property

Amount of waiver requested $ 1,879.37

Sincerely,

Cheryl E Johnson

January 3, 2011

The Galveston County Tax Office

722 Moody

Galveston, Texas 77550

RE: Tax Account 2750-0004-0003-000 / R118637

I have previously submitted a request to have the Penalties and Interest Waived on the above referenced property. Unfortunately at the time of closing I was forced to pay for the back taxes in order to proceed with the transfer from my mother's name in to mine and my wife's name and to obtain a loan to begin repairs on our home.

I would like to now request a refund of the penalties and interest. Please see the attached letter from the Central Appraisal District for supporting documentation.

Jody Stein

409 766 0092

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite113 Texas City, Texas 77591
Telephone (409) 935-1980 or toll free (866) 277-4725
Fax. (409) 935-4319

December 17, 2010

Galveston County Tax Office
P.O 1169
Galveston, Texas 77553-1169

Re: Tax Account(s) 2750-0004-0003-000 / R118637

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2009 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold
Director – G.I.S. / Mapping

Property ID and Legal Description	Owner Information	Last Inspected	Market Value	Card Printed	Card #	Map ID
R118637 Tax Year 2009 2750-0004-0003-000 ABST 121 PAGE 84 LOT 3 & N 14 FT OF LOT 4 BLK 4 COLONY PARK	CELESTE STEIN DESIGNS INC (O0037664) 3210 HERON DR GALVESTON TX 77551 5842	03/01/2003 (DK)	$152,620	12/17/2010	1	379-D
		Next Inspection/Reason	**Assessed Value**	**Comments**		
		01/01/2010 (R-REVAL)	$152 620	BP99-NC		

Property Situs Address
66 COLONY PARK CIR GALVESTON TX 77551

Linked Property

Neighborhood	Exemptions/Spec. Val
2750	

Taxing Unit Information
C30 GGA J01 N01 R01 RFL S10

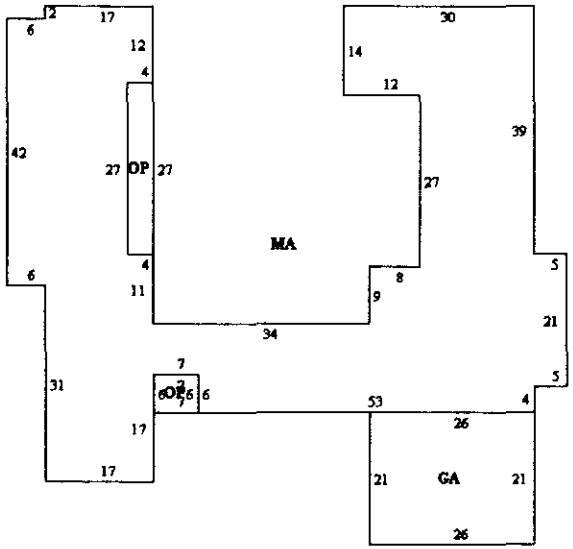
Topography	Utilities	Streets	Misc
ABOVE	AP	CONC	SS

Attributes

Const Style	Foundation	Ext. Finish	Int. Finish	Roof Style	Flooring
SFC	CS	ST	SR	TG	CP-TI
Heat/AC	**Plumbing**	**Fireplace**	**Kitchens**	**Bedrooms**	
CH-CA	3	FP			

Sales History

Date	Price	Seller	Book / Instrument	Page
09/28/2010		STEIN, CELESTE	2010048773	
09/28/2010		CELESTE STEIN DESIGNS	2010048772	
07/15/2009		BURNETT, KAY TAYLOR	2009039595	



Improvements

Type	Description	St Cd, HS, Type	Class	Area	Area Factor	Adjusted Area	Perimeter	Unit Price	Yr Blt / Act-Eff	Cond	% Gd	Ph %	Eco %	Fnc %	% Cmp	Value
MA	Main Area	A1 Y R1	F12	3 462		3 462		36 40	-1986	3	85	100	90	100		97 780
OP	Open Porch	A1 Y R1	F12	42		42		7 28	-1986	3	85	100	90	100		230
GA	Garage	A1 Y R1	F12	546		546		14 56	-1986	3	85	100	90	100		6 080
OP	Open Porch	A1 Y R1	F12	108		108		7 28	-1986	3	85	100	90	100		600
NBH% 100															TOTAL	**104,690**

Land Information

Type	Description	Table	ST Cd	HS	Meth	Area	Unit Price	Func %	Econ %	Adj %	Market Value	Ag Tbl	Meth	Ag Unit Pr	Ag Value
RL	Residential Lot	L-S2750	A1	Y	L	10 856 0000	40 425 35	100	100		40 430			0 00	0
NBH% 100		EFF ACRES 0 2490			TOTAL	**10,856 0000**				TOTAL	**40,430**			TOTAL	**0**

AGENDA ITEM #2f

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

January 18, 2011

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

Re CLERICAL ERROR
Request for P & I Refund/Waiver
Acct# 4427-0163-0007-000, 4427-0155-0017-000, 4427-0163-0016-000
CBKD Holdings LLC

Dear Judge Henry

In accordance with Section 33 011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error by the Galveston Central Appraisal District

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property

Account Number	Year	Waiver
4427-0163-0007-000	2009	$ 59 07
4427-0155-0017-000	2009	$ 71 24
4427-0163-0016-000	2009	$ 412 27

Total amount requested $ 542 58

Sincerely,

Cheryl E. Johnson

Cheryl E Johnson

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite113 Texas City, Texas 77591
Telephone (409) 935-1980 or toll free (866) 277-4725
Fax (409) 935-4319

January 10, 2011

Galveston County Tax Office
P.O 1169
Galveston, Texas 77553-1169

Re: Tax Account(s) 4427-0163-0016-000 / R175949
4427-0155-0017-000 / R175877
4427-0163-0007-000 / R175943

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2009 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold
Director – G.I.S. / Mapping

AGENDA ITEM #3a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000111	**Payee Name: BAKER, STEPHEN W**		
01/10-16/11 SRVC	1101121000 - 5431301	Justice Administration - Relief Associate Judge	978 50
		Warrant Total:	**978.50**
Warrant #: VW 00000112	**Payee Name: BOB PAGAN FORD INC**		
222214	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	70 30
222234	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	381 14
222280	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	23 42
222294	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	65 14
222358	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	67 21
222448	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	611 15
		Warrant Total	**1,218.36**
Warrant # VW 00338881	**Payee Name: ABACUS COMPUTERS INC**		
45329	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	1,065 33
		Warrant Total.	**1,065.33**
Warrant #: VW 00338882	**Payee Name: ABL MANAGEMENT INC**		
177592	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	18,966 22
177593	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	18,663 19
		Warrant Total:	**37,629 41**
Warrant #: VW 00338883	**Payee Name: ACCENT ENERGY TEXAS LP**		
10121428	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total	**100 00**
Warrant #: VW 00338885	**Payee Name: ALLEN, JJ**		
1/11-13/11 TRVL	1101159100 - 5496100	Information Technology - Travel	112 00
1/11-13/11 TRVL	1101159100 - 5496301	Information Technology - Auto Mileage	19 87
		Warrant Total.	**131.87**
Warrant #: VW 00338888	**Payee Name: AMBIT ENERGY LP**		
A2493944	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	106 43
A2519513	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	48 93
		Warrant Total:	**155.36**
Warrant # VW 00338889	**Payee Name AMBIUS**		
004846HR306599	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	682 00
004846HR306600	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	230 00
		Warrant Total:	**912.00**
Warrant # VW 00338890	**Payee Name: AMERICAN FENCE COMPANY INC**		
1566313	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	1,499 65
		Warrant Total	**1,499.65**
Warrant # VW 00338893	**Payee Name: ARONOWITZ, MARK**		
10CR2878 011911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	331 50
		Warrant Total:	**331 50**
Warrant # VW 00338894	**Payee Name ARROWHEAD SCIENTIFIC INC**		

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
47478	1101211131 - 5310000	Identification Division - Supplies and Materials	361 85
		Warrant Total:	**361 85**
Warrant #: VW 00338896	**Payee Name: AT&T SERVICES INC**		
S20100728201	1101127100 - 5310000	District Attorney - Supplies and Materials	50 00
		Warrant Total:	**50 00**
Warrant #: VW 00338897	**Payee Name: B&S QUALLS CONSTRUCTION**		
320	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,250 00
326	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	235 00
		Warrant Total.	**1,485 00**
Warrant # VW 00338898	**Payee Name: B L. ALEXANDER ENTERPRISES INC**		
8025	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	1,887 00
		Warrant Total.	**1,887.00**
Warrant # VW 00338900	**Payee Name: BACLIFF MUNICIPAL UTILITY DISTRICT**		
1010409400	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	36 86
		Warrant Total:	**36.86**
Warrant #. VW 00338901	**Payee Name: BARNETT, STEPHANIE B**		
10CR2746 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
		Warrant Total:	**292 50**
Warrant #: VW 00338906	**Payee Name: BENNETT, JAMES M**		
10CR2293 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	687 50
		Warrant Total:	**687.50**
Warrant #: VW 00338907	**Payee Name. BETA TECHNOLOGY INC**		
556549	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	644 40
556593	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	254 58
		Warrant Total:	**898.98**
Warrant #: VW 00338908	**Payee Name BFI WASTE SERVICES OF TEXAS LP**		
0855000393683	1101610200 - 5481000	County Extension - Contract Service	195 70
		Warrant Total:	**195.70**
Warrant # VW 00338911	**Payee Name: BOB BARKER CO INC**		
UT1184550	1101211133 - 5312100	Sheriff-Corrections - Clothing Expense	858 60
		Warrant Total:	**858.60**
Warrant # VW 00338912	**Payee Name: BRIGGS, LYNETTE**		
10CP0119 010411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	286 00
10CR1910 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	793 00
		Warrant Total:	**1,079 00**
Warrant # VW 00338913	**Payee Name: BROADWAY DRUG STORE**		
010511 CAPOFERRI	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	250 41
010511 MURPHY	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	45 80
010511 SHAW	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	55 77
1200710 BROOKS	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	75 00
121410 MILLER	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	130 25

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
		Warrant Total	**557 23**
Warrant #: VW 00338915	**Payee Name: BROWN, ADAM BANKS**		
10CR3470 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	84 50
JAIL DKT 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	950 00
		Warrant Total:	**1,034.50**
Warrant #: VW 00338916	**Payee Name. BROWNING, CARL CSR**		
10CR1629 011011	1101121000 - 5411102	Justice Administration - Prof Serv Transcripts	395 00
		Warrant Total:	**395 00**
Warrant #. VW 00338918	**Payee Name: CAPITAL GRAPHICS INC**		
110016	1101126100 - 5310000	District Clerk - Supplies and Materials	515 00
		Warrant Total:	**515 00**
Warrant # VW 00338919	**Payee Name: CEASER, KENDRIC**		
10CR2745 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,365 00
31114 011411	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	195 00
		Warrant Total	**1,560 00**
Warrant #. VW 00338920	**Payee Name CENTER FOR SCIENCE IN THE PUBLIC**		
2011 RENEWAL	1101610200 - 5310000	County Extension - Supplies and Materials	20 00
		Warrant Total	**20.00**
Warrant # VW 00338921	**Payee Name CENTERPOINT ENERGY**		
4472227 10711	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	36 24
47537323 10611	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	1,677 03
47972211 111411	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	328 39
48482202 10411	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	90 48
		Warrant Total:	**2,132 14**
Warrant #. VW 00338922	**Payee Name. CENTERPOINT ENERGY**		
48210769 012011	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	31 39
		Warrant Total.	**31.39**
Warrant #: VW 00338923	**Payee Name: CHAIR TAI CHI**		
BSC 201111	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
DSC20111	1101451110 - 5481000	Senior Citizens - Contract Service	80 00
LSC0111	1101451110 - 5481000	Senior Citizens - Contract Service	120 00
		Warrant Total:	**280 00**
Warrant # VW 00338925	**Payee Name: CHICAGO TITLE**		
2290001	1101000000 - 2290001	General Fund - Due to Others	50,000 00
		Warrant Total.	**50,000 00**
Warrant # VW 00338926	**Payee Name. CITY OF GALVESTON**		
S0015124	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	16,230 82
		Warrant Total·	**16,230 82**
Warrant # VW 00338927	**Payee Name CITY OF GALVESTON**		
132380	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 82
171860	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
291581 012011	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
531870	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total.	**400.82**
Warrant #· VW 00338928	**Payee Name. CITY OF HITCHCOCK**		
1020434007	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	109 67
		Warrant Total	**109 67**
Warrant #· VW 00338930	**Payee Name: CITY OF LA MARQUE**		
0260012125001	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total.	**100.00**
Warrant # VW 00338931	**Payee Name: CITY OF LEAGUE CITY**		
17870	1101211101 - 5481000	Administration Sheriff Dept - Contract Service	9,734 62
		Warrant Total.	**9,734.62**
Warrant #· VW 00338933	**Payee Name· CITY OF TEXAS CITY**		
0001060409	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	60 06
0002170802 2011	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	27 87
0002503007 0111	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	65 30
		Warrant Total:	**153 23**
Warrant #· VW 00338934	**Payee Name: CLEMENTS, CLYDE WESLEY**		
10CR2748 011811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	687 50
		Warrant Total:	**687.50**
Warrant #. VW 00338936	**Payee Name: COBURN SUPPLY COMPANY INC**		
313490272	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	1,071 45
		Warrant Total·	**1,071.45**
Warrant # VW 00338937	**Payee Name. COLTZER, ROBERT G**		
05CR2935 011911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	295 75
05CR3384 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	300 00
10CR2515 011911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	713 05
		Warrant Total	**1,308 80**
Warrant # VW 00338938	**Payee Name. CONTRACT RESOURCE GROUP LLC**		
90954	1101110000 - 5310001	General Government - Depart Supplies-Non Cap FFE	3,250 00
90956	1101110000 - 5310001	General Government - Depart Supplies-Non Cap FFE	3,134 00
		Warrant Total·	**6,384.00**
Warrant # VW 00338939	**Payee Name. COOLEY, CLARA**		
DEC 2010 MLG	1101122300 - 5496301	Probate Court - Sullivan - Auto Mileage	90 00
		Warrant Total:	**90.00**
Warrant #. VW 00338940	**Payee Name· CORRECTIONAL MEDICAL SERVICES INC**		
IN18574	1101211133 - 5412095	Sheriff-Corrections - Jail Healthcare Contract	335,665 83
		Warrant Total	**335,665 83**
Warrant # VW 00338942	**Payee Name. COUNTY TREASURER'S ASSOCIATION OF**		
2011 DUES	1101151600 - 5496100	County Treasurer - Travel	175 00
		Warrant Total:	**175.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00338943		**Payee Name: CPI FOODS INC.**	
14112	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	2,937 50
		Warrant Total.	**2,937 50**
Warrant # VW 00338944		**Payee Name· CRESCENT ENGINEERING COMPANY INC**	
L2306	1101170100 - 5424000	Facilities Srvs & Maintenance Maint & Repairs Buildings	615 16
L2491	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	1,448 21
		Warrant Total:	**2,063 37**
Warrant # VW 00338948		**Payee Name· DAHLENBURG, MICHAEL L**	
09CP0047 010611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	910 00
09CP0091 010611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	201 50
10CP0018 010611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	182 50
10CP0024 010611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	429 00
10CP0122 010611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
		Warrant Total.	**1,950.50**
Warrant # VW 00338949		**Payee Name· DARANDA, KELLEN A**	
308125 011011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	250 00
		Warrant Total.	**250.00**
Warrant #: VW 00338950		**Payee Name DARLING INTERNATIONAL INC**	
5001935819	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	35 00
		Warrant Total:	**35 00**
Warrant # VW 00338951		**Payee Name DARROW LAW FIRM**	
10CR2424 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	780 00
		Warrant Total.	**780.00**
Warrant #: VW 00338952		**Payee Name DAVISON, AMRI**	
010511 CRT RPTR	1101122300 - 5120001	Probate Court - Sullivan - Temporary Help	253 28
011011 CRT RPTR	1101122300 - 5120001	Probate Court - Sullivan - Temporary Help	253 28
122910 CRT RPTR	1101122300 - 5120001	Probate Court - Sullivan - Temporary Help	633 20
		Warrant Total·	**1,139 76**
Warrant # VW 00338953		**Payee Name: DEDRIC BROWN LAW FIRM PLLC, THE**	
307695 010611	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	482 21
		Warrant Total	**482.21**
Warrant # VW 00338954		**Payee Name: DEEM REALTY**	
3322 ASHTON PL	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total·	**100.00**
Warrant #. VW 00338956		**Payee Name: DIGITALMARKETS INC**	
1998	1101211171 - 5423000	Communications-Sheriff's Dept Maint/Repairs Equipment	1,050 00
		Warrant Total	**1,050 00**
Warrant # VW 00338957		**Payee Name DIRECT ENERGY LP**	
3959711	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	58 05
		Warrant Total·	**58.05**
Warrant # VW 00338958		**Payee Name DOLPHIN CHEMICAL & SUPPLY COMPANY LLC**	

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
8665	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	237 66
		Warrant Total:	**237.66**
Warrant # VW 00338959		**Payee Name: DONNA BROWN INVESTIGATION & RESEARCH**	
10CR2028 102710	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	1,495 00
10CR2171 121410	1101121000 - 5416000	Justice Administration - Prof Serv Investigators	373 25
		Warrant Total:	**1,868.25**
Warrant #· VW 00338960		**Payee Name: DPI ENERGY LLC**	
315167	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	95 91
329391	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total.	**195 91**
Warrant #: VW 00338961		**Payee Name: DRAGONY, RACHEL ANN**	
10CR2813 121410	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
		Warrant Total·	**520 00**
Warrant # VW 00338962		**Payee Name: DUBOIS, DEREK CHASE**	
307746 010611	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	65 00
		Warrant Total:	**65 00**
Warrant #. VW 00338963		**Payee Name DUCOTE, JAMES**	
10CR2790 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260 00**
Warrant #· VW 00338965		**Payee Name: DUSHANE, BRENDA**	
10CP0004 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	201 50
10CP0010 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	409 50
10CP0060 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	461 50
		Warrant Total:	**1,072 50**
Warrant # VW 00338966		**Payee Name. DUSHANE, BRENDA**	
10CP0007 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
		Warrant Total.	**390 00**
Warrant #. VW 00338967		**Payee Name E AND H CERAMICS**	
668402	1101451110 - 5310000	Senior Citizens - Supplies and Materials	159 88
		Warrant Total	**159.88**
Warrant # VW 00338969		**Payee Name: ENTERGY**	
2253364 10411	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	3,505 93
		Warrant Total·	**3,505.93**
Warrant # VW 00338970		**Payee Name: FANNING AND FANNING PLLC**	
09CR3767 011011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	601 25
		Warrant Total:	**601.25**
Warrant #. VW 00338971		**Payee Name FANNING AND FANNING PLLC**	
10CR1329 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	666 25
10CR3333 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
JAIL DKT 011411	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**1,941 25**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00338973	**Payee Name: FAUS, SALVADOR**		
09JV0017 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
		Warrant Total:	**276 25**
Warrant # VW 00338975	**Payee Name: FEROZ, MERCHANT**		
10CR1909 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,131 65
		Warrant Total:	**1,131 65**
Warrant #: VW 00338976	**Payee Name: FINEGAN, SAMUEL K**		
303987 011211	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	325 00
		Warrant Total:	**325 00**
Warrant #: VW 00338977	**Payee Name FIRST CHOICE POWER**		
1203183100	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
655001100234205	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	46 39
655001100348135	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	65 36
655001102852550C	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
655001202163885	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
655001202266295	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
655001202637020	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total	**611 75**
Warrant #: VW 00338978	**Payee Name: FISHER, DENA LAURA**		
10CR0444 111710	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	715 00
10CR3838 010311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**780 00**
Warrant # VW 00338979	**Payee Name: FISHER, EMILY A**		
306818 011011	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	568 75
		Warrant Total.	**568.75**
Warrant #: VW 00338981	**Payee Name: FOOD KING CORP**		
2718FB	1101443100 - 5447102	Indigent Care & Medication - Meals	30 00
		Warrant Total:	**30 00**
Warrant #: VW 00338982	**Payee Name FRANK, JOSEPH**		
DEC 2010 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	40 00
		Warrant Total:	**40 00**
Warrant #. VW 00338983	**Payee Name: FRYE AND ASSOCIATES PLLC**		
289867 011911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	130 00
		Warrant Total:	**130.00**
Warrant #: VW 00338984	**Payee Name. FULK, GEORGE BYRON**		
10CR3493 011811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	780 00
278371 121610	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	406 25
		Warrant Total:	**1,186 25**
Warrant #: VW 00338985	**Payee Name: GABRIEL ROEDER SMITH & COMPANY**		
113806	1101110000 - 5414200	General Government - Prof Serv Audit Fees	2,403 00
		Warrant Total.	**2,403.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00338986	**Payee Name GALTEX PROPERTIES**		
710 BALL B	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	100 00
		Warrant Total.	**100.00**
Warrant #: VW 00338987	**Payee Name. GALVESTON COUNTY DAILY NEWS**		
00258522	1101151800 - 5493101	Purchasing Agent - Legal Advertising	430 28
00259591	1101151800 - 5493101	Purchasing Agent - Legal Advertising	299 72
		Warrant Total:	**730.00**
Warrant # VW 00338988	**Payee Name. GALVESTON COUNTY DAILY NEWS**		
0021947	1101151600 - 5317000	County Treasurer - Books & Periodicals	156 00
00257484	1101153000 - 5310000	Legal Department - Supplies and Materials	1,232 63
00257485	1101153000 - 5310000	Legal Department - Supplies and Materials	1,232 63
00258531	1101151800 - 5493101	Purchasing Agent - Legal Advertising	425 28
00258533	1101151800 - 5493101	Purchasing Agent - Legal Advertising	274 12
00258535	1101151800 - 5493101	Purchasing Agent - Legal Advertising	269 12
00259351	1101151800 - 5493101	Purchasing Agent - Legal Advertising	269 00
00259352	1101151800 - 5493101	Purchasing Agent - Legal Advertising	264 00
00259353	1101151800 - 5493101	Purchasing Agent - Legal Advertising	271 56
00259354	1101151800 - 5493101	Purchasing Agent - Legal Advertising	266 56
00259595	1101151800 - 5493101	Purchasing Agent - Legal Advertising	294 72
00259596	1101151800 - 5493101	Purchasing Agent - Legal Advertising	269 00
00259597	1101151800 - 5493101	Purchasing Agent - Legal Advertising	264 00
00259598	1101151800 - 5493101	Purchasing Agent - Legal Advertising	274 12
00259599	1101151800 - 5493101	Purchasing Agent - Legal Advertising	269 12
0035540 122210	1101123300 - 5310000	Justice Court Pct #3 - Supplies and Materials	64 50
		Warrant Total	**6,096.36**
Warrant #· VW 00338989	**Payee Name. GALVESTON COUNTY WCID #1**		
0030064065 10311	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	53 67
1200500039 11011	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	314 77
		Warrant Total	**368.44**
Warrant #. VW 00338990	**Payee Name: GALVESTON HOUSING AUTHORITY**		
2810 61ST 201	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant # VW 00338991	**Payee Name. GAMMA WASTE SYSTEMS**		
26119	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	140 00
		Warrant Total·	**140.00**
Warrant # VW 00338992	**Payee Name: GATES MACHINE SHOP**		
018546	1101522020 - 5737195	Parks Department - JBP Rodeo Arena Improvements	1,080 00
		Warrant Total	**1,080.00**
Warrant # VW 00338993	**Payee Name: GHG CORPORATION**		
17571	1101159100 - 5481000	Information Technology - Contract Service	475 00
		Warrant Total	**475.00**
Warrant #. VW 00338994	**Payee Name GILLMAN, MICHAEL DAVID**		
08CR2578B 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	374 25

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Invoice Number	Account Info		Amount
		Warrant Total·	**374.25**
Warrant # VW 00338995	**Payee Name: GLOBAL KNOWLEDGE TRAINING INC**		
C6UJ9A031HON	1101159100 - 5495100	Information Technology - Education	893 50
		Warrant Total	**893 50**
Warrant #· VW 00338996	**Payee Name: GOODE, DONNA C.**		
08CR0333 TRAN	1101127100 - 5310000	District Attorney - Supplies and Materials	63 90
		Warrant Total:	**63.90**
Warrant # VW 00338998	**Payee Name· GOVERNMENT FINANCE OFFICERS ASSO**		
NEW FUND BALANCE	1101151300 - 5317000	County Auditor - Books & Periodicals	28 00
		Warrant Total	**28.00**
Warrant # VW 00338999	**Payee Name: GOVERNMENT FINANCE OFFICERS ASSO**		
0123003 010511	1101151300 - 5498000	County Auditor - Membership And Dues	1,145 00
		Warrant Total	**1,145 00**
Warrant #: VW 00339000	**Payee Name: GRACE CO**		
64570	1101522020 - 5737195	Parks Department - JBP Rodeo Arena Improvements	3,475 00
		Warrant Total:	**3,475.00**
Warrant # VW 00339001	**Payee Name· GRAHAM, CARMEN A**		
09CR2717 011811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	487 50
10CP0115 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	208 00
2010 MLG	1101122300 - 5496301	Probate Court - Sullivan - Auto Mileage	283 05
		Warrant Total:	**978.55**
Warrant # VW 00339002	**Payee Name GRAKK INC**		
13401	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	380 00
		Warrant Total	**380 00**
Warrant #. VW 00339005	**Payee Name GULF COAST AEROBIC SERVICES**		
5879	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	206 00
		Warrant Total	**206 00**
Warrant # VW 00339008	**Payee Name: GUTHEINZ LAW FIRM LLP**		
308666 011811	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	227 50
JAIL DKT 011411	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	950 00
		Warrant Total:	**1,177.50**
Warrant # VW 00339009	**Payee Name: HALFF ASSOCIATES**		
H148189	1101522020 - 5410000	Parks Department - Professional Services	2,590 37
		Warrant Total·	**2,590 37**
Warrant #: VW 00339010	**Payee Name. HARBOUR GLEN**		
APT 701	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total	**100.00**
Warrant # VW 00339011	**Payee Name· HEAT TRANSFER SOLUTIONS INC**		
53236	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	312 50

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Invoice Number	Account Info		Amount
		Warrant Total	**312.50**
Warrant #	**VW 00339012**	**Payee Name HENRY, THERESA**	
05CR0951 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	958 75
		Warrant Total·	**958.75**
Warrant #	**VW 00339014**	**Payee Name: HOGAN, DWANETTE**	
DEC 2010 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	412 50
		Warrant Total.	**412 50**
Warrant #.	**VW 00339015**	**Payee Name: HOME DEPOT**	
1013899	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	136 77
2013851	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	49 28
5564040	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	33 14
9013364	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	360 59
		Warrant Total.	**579.78**
Warrant #	**VW 00339016**	**Payee Name: HOUSTON EQUIPMENT COMPANY**	
179640	1101223110 - 5310000	Constable Pct #1 - Cherry - Supplies and Materials	143 50
179673	1101211133 - 5423000	Sheriff-Corrections - Maint/Repairs Equipment	94 00
		Warrant Total:	**237.50**
Warrant #	**VW 00339020**	**Payee Name HVAC MECHANICAL SERVICES OF TEXAS LTD**	
000049795	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	3,472 00
		Warrant Total	**3,472.00**
Warrant #	**VW 00339021**	**Payee Name: IBRAHIM & ELLIOTT LLP**	
10CR0979 011911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	698 75
		Warrant Total.	**698 75**
Warrant #:	**VW 00339022**	**Payee Name. INSTITUTE OF INTERNAL AUDITORS**	
1940422	1101151300 - 5498000	County Auditor - Membership And Dues	100 00
1940423	1101151300 - 5498000	County Auditor - Membership And Dues	100 00
1940425	1101151300 - 5498000	County Auditor - Membership And Dues	100 00
1940432	1101151300 - 5498000	County Auditor - Membership And Dues	100 00
1940434	1101151300 - 5498000	County Auditor - Membership And Dues	100 00
1940440	1101151300 - 5498000	County Auditor - Membership And Dues	100 00
1940441	1101151300 - 5498000	County Auditor - Membership And Dues	100 00
1940442	1101151300 - 5498000	County Auditor - Membership And Dues	100 00
		Warrant Total:	**800 00**
Warrant #.	**VW 00339024**	**Payee Name: ISI CONTROLS LTD**	
153927	1101170100 - 5425310	Facilities Srvs & Maintenance - Hays Road Crystal Beach	1,367 00
153929	1101170100 - 5425310	Facilities Srvs & Maintenance - Hays Road Crystal Beach	1,499 00
		Warrant Total·	**2,866 00**
Warrant #	**VW 00339027**	**Payee Name JENKINS, JEAN**	
DEC 2010 MLG	1101451110 - 5496301	Senior Citizens - Auto Mileage	122 50
		Warrant Total·	**122.50**
Warrant #·	**VW 00339028**	**Payee Name JONES LAW FIRM**	
08CR0552 011811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00

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Invoice Number	Account Info		Amount
08CR2410 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	305 50
10CR0041 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total.	**825.50**

Warrant #· VW 00339030 **Payee Name. JONES, VIRGINIA C.**

DEC 2010 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	72 00
		Warrant Total:	**72.00**

Warrant # VW 00339031 **Payee Name JP MORGAN CHASE**

JANUARY2011 STMT	1101000000 - 1800005	General Fund - P Crd #1504	244 27
JANUARY2011 STMT	1101000000 - 1800008	General Fund - P Crd #9159	336 05
JANUARY2011 STMT	1101000000 - 1800024	General Fund - P Crd #4219	1,650 00
JANUARY2011 STMT	1101000000 - 1800033	General Fund - P Crd #8334	478 54
JANUARY2011 STMT	1101000000 - 1800036	General Fund - P Crd #7247	1,301 88
JANUARY2011 STMT	1101000000 - 1800039	General Fund - P Crd #7388	9,691 96
JANUARY2011 STMT	1101000000 - 1800051	General Fund - P Crd #5647	62,977 62
JANUARY2011 STMT	1101000000 - 1800052	General Fund - P Crd #4517	692 93
JANUARY2011 STMT	1101000000 - 1800054	General Fund - P Crd #4491	-19 32
JANUARY2011 STMT	1101000000 - 1800055	General Fund - P Crd #4475	60 38
JANUARY2011 STMT	1101000000 - 1800056	General Fund - P Crd #4509	231 17
JANUARY2011 STMT	1101000000 - 1800058	General Fund - P Card #3268	188 80
JANUARY2011 STMT	1101000000 - 1800062	General Fund - P Card #6019	242 15
JANUARY2011 STMT	1101000000 - 1800069	General Fund - P Card #8497	468 28
JANUARY2011 STMT	1101000000 - 1800071	General Fund - P Card #4653	59 37
JANUARY2011 STMT	1101000000 - 1800086	General Fund - P Card #3427	119 13
JANUARY2011 STMT	1101000000 - 1800087	General Fund - P Card #2192	885 84
JANUARY2011 STMT	1101000000 - 1800089	General Fund - P Card #1245	1,744 04
JANUARY2011 STMT	1101000000 - 1800093	General Fund - P Card #5392	527 24
JANUARY2011 STMT	1101000000 - 1800094	General Fund - P Card #6304	2,338 58
JANUARY2011 STMT	1101000000 - 1800095	General Fund - P Card #6129	438 86
JANUARY2011 STMT	1101000000 - 1800097	General Fund - P Card #6650	6,110 12
JANUARY2011 STMT	1101000000 - 1800098	General Fund - P Card #1654	89 46
JANUARY2011 STMT	1101000000 - 1800101	General Fund - P Card #5468	116,671 04
JANUARY2011 STMT	1101000000 - 1800102	General Fund - P Card #0469	331 40
JANUARY2011 STMT	1101000000 - 1800108	General Fund - P Card #2518	148 93
JANUARY2011 STMT	1101000000 - 1800109	General Fund - P Card #9372	445 60
JANUARY2011 STMT	1101000000 - 1800115	General Fund - P Card #5749	360 39
JANUARY2011 STMT	1101000000 - 1800118	General Fund - P Card #1326	2,728 90
JANUARY2011 STMT	1101000000 - 1800122	General Fund - P Crd #2830	527 59
JANUARY2011 STMT	1101000000 - 1800123	General Fund - P Crd #6093	450 00
JANUARY2011 STMT	1101000000 - 1800128	General Fund - P Card #6407	7,413 50
JANUARY2011 STMT	1101000000 - 1800132	General Fund - P Card #3474	672 31
JANUARY2011 STMT	1101000000 - 1800138	General Fund - P Card #0858	167 93
JANUARY2011 STMT	1101000000 - 1800139	General Fund - P Card #9373	274 00
JANUARY2011 STMT	1101000000 - 1800142	General Fund - P Card #7253	714 33
JANUARY2011 STMT	1101000000 - 1800143	General Fund - P Card #7937	156 12
JANUARY2011 STMT	1101000000 - 1801006	General Fund - P Crd #9482	129 65
JANUARY2011 STMT	1101000000 - 1801011	General Fund - P Crd #1703	40 48
JANUARY2011 STMT	1101000000 - 1801015	General Fund - P Crd #1745	168 22
JANUARY2011 STMT	1101000000 - 1801018	General Fund - P Crd #7038	225 00
JANUARY2011 STMT	1101000000 - 1801022	General Fund - P Crd #4336	314 30
JANUARY2011 STMT	1101000000 - 1801023	General Fund - P Crd #4310	92 00
JANUARY2011 STMT	1101000000 - 1801024	General Fund - P Crd #4328	356 53

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Invoice Number	Account Info		Amount
JANUARY2011 STMT	1101000000 - 1801028	General Fund - P Crd #4344	716 21
JANUARY2011 STMT	1101000000 - 1801029	General Fund - P Crd #8024	347 66
JANUARY2011 STMT	1101000000 - 1801031	General Fund - P Crd #8147	80 24
JANUARY2011 STMT	1101000000 - 1801033	General Fund - P Crd #8097	2,704 64
JANUARY2011 STMT	1101000000 - 1801046	General Fund - P Crd #3375	180 59
JANUARY2011 STMT	1101000000 - 1801051	General Fund - P Crd #0876	122 67
JANUARY2011 STMT	1101000000 - 1801066	General Fund - P Crd #0475	1,510 85
JANUARY2011 STMT	1101000000 - 1801073	General Fund - P Crd #9763	22 11
JANUARY2011 STMT	1101000000 - 1801080	General Fund - P Crd #6743	562 19
JANUARY2011 STMT	1101000000 - 1801100	General Fund - P Card #5961	128 42
JANUARY2011 STMT	1101000000 - 1801105	General Fund - P Card #0712	40 59
JANUARY2011 STMT	1101000000 - 1801114	General Fund - P Card #0419	503 22
JANUARY2011 STMT	1101000000 - 1801117	General Fund - P Card #3930	135 56
JANUARY2011 STMT	1101000000 - 1801120	General Fund - P Card #0308	3,269 61
JANUARY2011 STMT	1101000000 - 1801121	General Fund - P Card #0316	160 90
JANUARY2011 STMT	1101000000 - 1801127	General Fund - P Card #4121	353 97
JANUARY2011 STMT	1101000000 - 1801130	General Fund - P Card #4097	3,792 98
JANUARY2011 STMT	1101000000 - 1801139	General Fund - P Crd #0135	2,846 60
JANUARY2011 STMT	1101000000 - 1801144	General Fund - P Card #1982	88 54
JANUARY2011 STMT	1101000000 - 1801161	General Fund - P Card #9910	1,797 07
JANUARY2011 STMT	1101000000 - 1801171	General Fund - P Card #5369	44 43
JANUARY2011 STMT	1101000000 - 1801173	General Fund - P Card #1424	32 20
JANUARY2011 STMT	1101000000 - 1803011	General Fund - P Crd #3495	428 80
JANUARY2011 STMT	1101000000 - 1803013	General Fund - P Card #2944	178 34
JANUARY2011 STMT	1101000000 - 1804002	General Fund - P Crd #5167	74 45
JANUARY2011 STMT	1101000000 - 1804003	General Fund - P Crd #5159	630 37
JANUARY2011 STMT	1101000000 - 1809006	General Fund - P Card #9362	30 51
		Warrant Total:	**244,029 29**

Warrant #: VW 00339033 **Payee Name: KAUFMANN, CHARLES R**

10CR1282 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
10CR2713 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
10CR2826 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
		Warrant Total:	**1,365 00**

Warrant # VW 00339034 **Payee Name: KFT HOLDINGS LLC**

36 UTIL	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	88 23
		Warrant Total:	**88.23**

Warrant #. VW 00339037 **Payee Name. KLEEN JANITORIAL SUPPLY COMPANY**

1246	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 18
		Warrant Total:	**50.18**

Warrant # VW 00339038 **Payee Name: KLEEN KUT LANDSCAPE SERVICE**

JAN 07 2011	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	2,450 00
		Warrant Total:	**2,450 00**

Warrant # VW 00339040 **Payee Name: LAIRD-VALDEZ LLP**

10JV0125 111610	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	715 00
		Warrant Total	**715 00**

Warrant #. VW 00339041 **Payee Name: LANDERS, JONATHAN DAVID**

303385 011111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	237 90

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Invoice Number	Account Info		Amount
		Warrant Total.	**237 90**
Warrant #: VW 00339042	**Payee Name: LANDRY, KENNETH**		
305504 OVERPYMT	1101000010 - 4412010	General Government - Pre-Trial Release Agency	25 00
		Warrant Total:	**25 00**
Warrant # VW 00339043	**Payee Name: LANDSCAPE ART INC**		
8211	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	243 00
		Warrant Total·	**243.00**
Warrant #: VW 00339044	**Payee Name LAW OFFICE OF CHRISTOPHER JOHNSEN**		
MH3829 122710	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH3831 010511	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
		Warrant Total:	**275.00**
Warrant #: VW 00339045	**Payee Name: LAW OFFICE OF DANA V DREXLER**		
MH3834 010511	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH3836 010511	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH3837 122910	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH3837A 122910	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH3839 122710	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH3841 122710	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH3843 010511	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH3843A 010511	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH3844 010511	1101122300 - 5431223	Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
		Warrant Total	**1,275 00**
Warrant #: VW 00339046	**Payee Name. LAW OFFICE OF DONNA L LELEUX**		
04CP0049 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	309 29
08CP0046 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	181 93
08CP0097 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	208 00
09CO0101 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	546 00
09CP0020 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	136 50
09CP0042 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	474 37
09CP0054 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	643 50
09CP0071 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	279 50
10CP0010 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 74
10CP0058 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	329 34
		Warrant Total:	**3,629.17**
Warrant #· VW 00339047	**Payee Name: LAW OFFICE OF KYLE VERRET PLLC, THE**		
06CR0686 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	201 50
10CR1958 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	198 25
10CR2164 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	201 50
10CR2521 010411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	184 14
10JV0031 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
		Warrant Total·	**882 89**
Warrant #· VW 00339048	**Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC, THE**		
10CR3033 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	341 25
10CR3160 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
10CR3167 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	276 25
10CR3317 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	422 50

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Invoice Number	Account Info		Amount
		Warrant Total:	**1,202.50**
Warrant # VW 00339049	**Payee Name: LAW OFFICE OF PAUL B KENNEDY**		
10CR2215 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	702 00
		Warrant Total:	**702 00**
Warrant #: VW 00339050	**Payee Name LAW OFFICE OF ROBERT DAVID MILLER**		
10CR1485 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	601 25
10CR3599 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**796.25**
Warrant #: VW 00339051	**Payee Name: LAW OFFICES OF SUSAN M EDMONSON PLLC**		
08CP0085 033010	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	663 00
09CP0014 033010	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	637 00
09CP0054 060310	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,209 00
		Warrant Total:	**2,509 00**
Warrant #: VW 00339054	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
174457	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	327 64
174584	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	155 25
174698	1101610200 - 5423110	County Extension - Auto Maintenance	39 75
175139	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	39 75
175145	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
175148	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
		Warrant Total:	**618.39**
Warrant # VW 00339055	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
DEC 10 JP8-1 FEE	1101000000 - 2291011	General Fund - Due to Collection Agency	3,195 32
		Warrant Total:	**3,195.32**
Warrant # VW 00339056	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
DEC 10 JP1 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	847 45
		Warrant Total.	**847.45**
Warrant #: VW 00339057	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
DEC 10 JP3 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	3,585 14
		Warrant Total:	**3,585.14**
Warrant # VW 00339058	**Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**		
DEC 10 JP7 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	2,004 51
		Warrant Total	**2,004 51**
Warrant #: VW 00339059	**Payee Name: LORI A BOTELLO ATTORNEY AND COUNSELOR**		
308163 011211	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	113 75
		Warrant Total.	**113.75**
Warrant #: VW 00339060	**Payee Name: LOUNDS, DONALD**		
LUNCH WITNESS	1101127100 - 5310000	District Attorney - Supplies and Materials	5 74
		Warrant Total	**5.74**
Warrant #: VW 00339061	**Payee Name: LOVE, PAUL**		
10CR3092 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00

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Invoice Number	Account Info		Amount
10JV0272 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	97 50
		Warrant Total.	**357.50**
Warrant #: VW 00339064	**Payee Name: M FOX CURL AND ASSOCIATES PC**		
09CR3604 011911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	1,394 90
10CR3084 010511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	112 45
		Warrant Total.	**1,507 35**
Warrant #. VW 00339065	**Payee Name: MAHONEY, KAREN A**		
010CP0108 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	344 50
04CP0063 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	312 00
09CP0091 111809	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	721 50
101CP0118 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	351 00
10CP0066 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	162 50
		Warrant Total	**1,891 50**
Warrant #: VW 00339066	**Payee Name MAINLAND PHARMACY**		
022702 122010	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	139 01
		Warrant Total·	**139 01**
Warrant # VW 00339067	**Payee Name: MALONEY & PARKS LLP**		
10CR1612 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
		Warrant Total.	**585.00**
Warrant # VW 00339068	**Payee Name MARTIN, JOHN**		
3834 BAYSHORE DR	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total·	**100.00**
Warrant #. VW 00339071	**Payee Name: MAUZY, BRUCE**		
09CP0101 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	760 50
10CR3882 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	110 50
11CP0002 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	149 50
		Warrant Total	**1,020 50**
Warrant #: VW 00339072	**Payee Name: MCCARNES, LOIS**		
09CR3589 011911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	552 50
		Warrant Total·	**552 50**
Warrant # VW 00339074	**Payee Name MICRO AIR OF TEXAS INC**		
4351	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	510 00
		Warrant Total:	**510 00**
Warrant # VW 00339076	**Payee Name· MILLER, MICHELE C**		
DEC 2010 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	502 50
		Warrant Total.	**502.50**
Warrant #· VW 00339077	**Payee Name MIRACLE RECREATION EQUIPMENT CO**		
687828A	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	340 00
		Warrant Total	**340 00**
Warrant # VW 00339079	**Payee Name: MORRIS, PHILLIP W**		
10CR1091 011811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00

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Invoice Number	Account Info		Amount
10CR2384 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	455 00
10CR3090 011711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	650 00
		Warrant Total.	**1,365.00**

Warrant # VW 00339081 **Payee Name: MUNRO'S UNIFORM SERVICES LTD**

18658	1101522020 - 5481000	Parks Department - Contract Service	16 25
20188	1101522020 - 5481000	Parks Department - Contract Service	12 50
20189	1101522020 - 5426106	Parks Department - Uniform Leasing	52 50
20197	1101522020 - 5481000	Parks Department - Contract Service	6 00
20198	1101522020 - 5481000	Parks Department - Contract Service	23 55
20199	1101522020 - 5426106	Parks Department - Uniform Leasing	12 75
20200	1101451110 - 5426106	Senior Citizens - Uniform Leasing	11 40
20202	1101522020 - 5481000	Parks Department - Contract Service	16 45
20203	1101522020 - 5426106	Parks Department - Uniform Leasing	64 00
20210	1101522020 - 5481000	Parks Department - Contract Service	12 15
20699	1101522020 - 5426106	Parks Department - Uniform Leasing	16 25
20700	1101522020 - 5481000	Parks Department - Contract Service	9 46
21236	1101522020 - 5426106	Parks Department - Uniform Leasing	50 00
21246	1101522020 - 5426106	Parks Department - Uniform Leasing	12 75
21247	1101451110 - 5426106	Senior Citizens - Uniform Leasing	11 40
21248	1101451110 - 5426106	Senior Citizens - Uniform Leasing	18 00
21250	1101522020 - 5426106	Parks Department - Uniform Leasing	64 00
		Warrant Total:	**409 41**

Warrant # VW 00339082 **Payee Name: NATIONAL GUARDIANSHIP ASSOCIATION**

15070 2011	1101443100 - 5495100	Indigent Care & Medication - Education	250 00
		Warrant Total:	**250.00**

Warrant #· VW 00339083 **Payee Name: NICKELSON, LINDA J**

09CR0213 011911	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	825 50
10CR1993 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	390 00
10CR2610 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	334 75
10CR3009 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	282 75
		Warrant Total:	**1,833.00**

Warrant # VW 00339084 **Payee Name: NRG ENERGY INC**

44638146	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total·	**100 00**

Warrant # VW 00339085 **Payee Name: O'BRIEN, KEVIN**

120710 MLG	1101111102 - 5496100	County Commissioner-Pct 2 - Travel	44 86
		Warrant Total:	**44 86**

Warrant # VW 00339086 **Payee Name· OLIVER, RICHARD K**

10CR1534 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
306303 011411	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	195 00
		Warrant Total.	**780.00**

Warrant #· VW 00339092 **Payee Name: OWEN ELECTRIC SUPPLY**

397543068	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	39 77
3975430695	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	86 00
3975430702	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	51 78
3975430869	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	183 00

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Invoice Number	Account Info		Amount
3975431016	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	75 00
3975431056	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	319 92
3975431074	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	228 00
3975431076	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	92 89
3975431230	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	98 00
3975431232	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	102 00
3975431290	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	228 81
3975431309	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	32 96
3975431311	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	27 00
3975431312	1101170100 - 5310000	Facilities Srvs & Maintenance - Supplies and Materials	43 08
		Warrant Total:	**1,608 21**

Warrant #· VW 00339094 **Payee Name. PALMER, MICHAEL**

10CR2875 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	666 25
		Warrant Total.	**666.25**

Warrant # VW 00339095 **Payee Name· PARKER & POMPA INC**

244276	1101211101 - 5310000	Administration Sheriff Dept - Supplies and Materials	111 06
		Warrant Total	**111.06**

Warrant #· VW 00339096 **Payee Name· PARKS, TAMRA**

010711 10TH DC	1101121000 - 5431121	Justice Administration - Court Reporter Expense	1,013 12
		Warrant Total·	**1,013.12**

Warrant #· VW 00339098 **Payee Name. PENINSULA SANITATION SERVICE INC**

55990	1101522020 - 5421400	Parks Department - Refuse Disposal	400 00
		Warrant Total.	**400 00**

Warrant #. VW 00339100 **Payee Name: PIER SYSTEMS INC.**

3328	1101291010 - 5481000	Emergency Management - Contract Service	1,320 00
		Warrant Total:	**1,320.00**

Warrant #· VW 00339101 **Payee Name. PIPE MASTER PLUMBING LLC**

1139	1101170100 - 5746010	Facilities Srvs & Maintenance - Capitalized Furn,Fix,& Eq	667 70
1168	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	173 40
1225	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	309 80
		Warrant Total:	**1,150 90**

Warrant # VW 00339102 **Payee Name PORT SUPPLY**

8046	1101211143 - 5423104	Patrol Division - Maint/Repairs Boat	70 81
		Warrant Total	**70.81**

Warrant #. VW 00339103 **Payee Name PRINTECH INC**

IN57037	1101159100 - 5423500	Information Technology - Maintenance of Software	1,971 00
		Warrant Total	**1,971.00**

Warrant # VW 00339106 **Payee Name: QUINTANILLA, DONNIE**

10CR3164 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	325 00
		Warrant Total·	**325 00**

Warrant # VW 00339108 **Payee Name: REED ELSEVIER INC**

1012116445	1101123110 - 5310000	Justice Court Pct #1 - Supplies and Materials	59 00

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Invoice Number	Account Info		Amount
		Warrant Total·	**59.00**
Warrant #· VW 00339109	**Payee Name REED, WILLIAM**		
010611 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	47 50
		Warrant Total	**47 50**
Warrant #· VW 00339110	**Payee Name: RIOS, MARTHA**		
DEC 2010 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	393 50
		Warrant Total.	**393.50**
Warrant #: VW 00339111	**Payee Name: RITZ CAMERA CENTERS INC**		
1679040420	1101223500 - 5310000	Constable Pct #5 - Montez - Supplies and Materials	749 98
		Warrant Total:	**749.98**
Warrant # VW 00339112	**Payee Name: ROELL, HOLLY C**		
10CR1842 011411	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	419 25
311082 011311	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	65 00
		Warrant Total	**484 25**
Warrant #· VW 00339114	**Payee Name. RUSCELLI, VINCENT**		
101810 SRVC	1101211160 - 5412102	Training-Sheriff's Department - Drug Screens/Psychologica	250 00
		Warrant Total:	**250.00**
Warrant #. VW 00339115	**Payee Name: RUSSELL, GREG**		
311072 011211	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	422 50
		Warrant Total:	**422.50**
Warrant # VW 00339116	**Payee Name· RUZZO, PATRICK J**		
305924 011211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	325 00
		Warrant Total	**325.00**
Warrant # VW 00339117	**Payee Name: SADLER, ANDREA**		
09CR3673 112210	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	289 25
10CR0621 011811	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	292 50
10CR2180 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	2,262 00
		Warrant Total:	**2,843.75**
Warrant #: VW 00339119	**Payee Name: SCHNEIDER ELECTRIC BUILDINGS AMERICAS**		
386200	1101211171 - 5423000	Communications-Sheriff's Dept - Maint/Repairs Equipment	447 50
390504	1101159100 - 5310001	Information Technology - Depart Supplies-Non Cap FFE	1,192 50
		Warrant Total.	**1,640 00**
Warrant # VW 00339120	**Payee Name: SCHWAB, TAYLOR**		
05CR3069 010611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	578 50
		Warrant Total	**578.50**
Warrant # VW 00339121	**Payee Name: SCOTT, SHELBY**		
10CR2119 011311	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	747 50
		Warrant Total.	**747 50**
Warrant # VW 00339122	**Payee Name: SEARS ROEBUCK AND COMPANY**		
T162791	1101451110 - 5310001	Senior Citizens - Depart Supplies-Non Cap FFE	1,269 97

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Invoice Number	Account Info		Amount
		Warrant Total:	**1,269.97**
Warrant #· VW 00339124	**Payee Name. SHATTUCK, BOB**		
9/20-12/23/10 ML	1101122300 - 5496301	Probate Court - Sullivan - Auto Mileage	794 90
MH3822 120810	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3823 121410	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3824 112210	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3825 122210	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3826 121510	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3827 120110	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3828 122210	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3829 122710	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3830 120810	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3831 010511	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3832 120810	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3833 121510	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3834 010511	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3835 121510	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3836 010511	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3837 122910	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3838 122010	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3839 122710	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3840 122210	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3841 122710	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3843 010511	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH3844 010511	1101122300 - 5431407	Probate Court - Sullivan - Associate Judge-Probate Court	160 00
PR0063965 011211	1101443100 - 5447102	Indigent Care & Medication - Meals	250 00
PR0064995 011211	1101443100 - 5447102	Indigent Care & Medication - Meals	250 00
		Warrant Total:	**4,814.90**
Warrant # VW 00339127	**Payee Name SHERWIN WILLIAMS PAINT CORP**		
38684	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	20 57
38833	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	25 77
42131	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	41 45
44509	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	31 02
		Warrant Total:	**118.81**
Warrant #· VW 00339129	**Payee Name. SMITH, JAMES DENNIS**		
08CR1086 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	520 00
09CR0161A 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total	**715.00**
Warrant # VW 00339130	**Payee Name. SOUTHWASTE DISPOSAL LLC**		
01318541N	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	2,250 00
01318631N	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	560 00
		Warrant Total	**2,810.00**
Warrant #: VW 00339132	**Payee Name STACEY VALDEZ & ASSOCIATES PLLC**		
10CR0221 122010	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	195 00
		Warrant Total:	**195.00**
Warrant #· VW 00339134	**Payee Name STENOGRAPH LLC**		
PI400537	1101159100 - 5423000	Information Technology - Maint/Repairs Equipment	2 015 20

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Invoice Number	Account Info		Amount
		Warrant Total:	**2,015.20**
Warrant #: VW 00339135	**Payee Name. STERLING BANK**		
2311 71S1 105	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100 00**
Warrant #: VW 00339136	**Payee Name: STEVE'S WAREHOUSE TIRES**		
66851	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	12 50
66890	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
66967	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
67017	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
		Warrant Total:	**57 50**
Warrant # VW 00339137	**Payee Name: STEVEN-SHARON CORPORATION**		
370506000	1101522020 - 5421400	Parks Department - Refuse Disposal	120 20
		Warrant Total:	**120 20**
Warrant #: VW 00339138	**Payee Name: STEVENS, MARK W**		
09CR2912 122210	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	897 00
		Warrant Total:	**897 00**
Warrant # VW 00339140	**Payee Name STICKLER, TOMMY JAMES**		
10CR1917 011011	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	1,314 00
		Warrant Total:	**1,314.00**
Warrant #: VW 00339141	**Payee Name: STREAM ENERGY**		
1139431854	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	95 71
1173500780	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	50 53
1176302392	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**246 24**
Warrant #: VW 00339143	**Payee Name: SUN COAST RESOURCES INC**		
90809403	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	4,354 08
90813795	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
90813798	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
90813799	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
		Warrant Total:	**4,504.08**
Warrant # VW 00339145	**Payee Name: SUTHERLAND LUMBER SOUTHWEST INC**		
209749	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	30 86
209763	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	13 55
209764	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	11 15
209783	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	4 60
209784	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	17 28
209799	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	11 55
209804	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	11 99
209815	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	35 64
209839	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	26 99
209846	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	131 94
209866	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	15 99
209872	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	28 97
209892	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	537 56
209893	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	-210 75

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Invoice Number	Account Info		Amount
209894	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	43 27
209907	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	6 89
209943	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	18 09
209947	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	23 20
209980	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	23 22
209982	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	15 98
209987	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	58 97
209994	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	23 51
210002	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	2 00
210009	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	8 99
210011	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	21 72
210032	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	60 03
210041	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	21 15
210042	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	57 33
210047	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	20 11
210048	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	37 23
210051	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	34 05
210057	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	33 31
210058	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	23 98
210060	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	21 27
210073	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	43 89
210074	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	78 48
210079	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	3 79
210086	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	31 06
210105	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	13 10
210176	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	3 66
210187	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	6 57
210195	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	18 10
210198	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	6 49
210219	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	35 57
210231	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	30 98
210232	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	340 51
		Warrant Total:	**1,833.82**

Warrant #: VW 00339146 **Payee Name: TALLOW BRIAR SUNSET LP**

634 N PINE 5	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**

Warrant #: VW 00339147 **Payee Name: TAYLOR, ANGELA M**

10CR1750 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	796 25
10CR3482 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	146 25
		Warrant Total.	**942.50**

Warrant #: VW 00339148 **Payee Name: TEXAS ASSOCIATION OF COUNTY AUDITORS**

2011 DUES GALVES	1101151300 - 5498000	County Auditor - Membership And Dues	415 00
		Warrant Total:	**415.00**

Warrant #. VW 00339149 **Payee Name: TEXAS OUTHOUSE INC**

133928	1101522020 - 5426181	Parks Department - Rental Porta Cans	280 00
		Warrant Total:	**280.00**

Warrant #: VW 00339152 **Payee Name: TEXAS STATE UNIVERSITY SAN MARCOS**

4/10-13/11 NOEL	1101223400 - 5496100	Constable Pct #4 - Fullen - Travel	100 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**100.00**
Warrant #: VW 00339153	**Payee Name: TORRES, ROBERTO**		
04FD1703 011011	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	97 50
06CR0251 011111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	227 50
08FD2501 011211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	178 75
10CR3229 010711	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	211 25
97FD0586 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	86 66
97FD2455 011011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	130 00
		Warrant Total:	**931.66**
Warrant #: VW 00339154	**Payee Name. TPM INC**		
2002 CHURCH CK	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00339155	**Payee Name: TRAVIS COUNTY**		
C1MH10002983	1101122300 - 5432212	Probate Court - Sullivan - Cost Bill Commitment	395 00
		Warrant Total:	**395.00**
Warrant #: VW 00339157	**Payee Name: TRUE COURAGE**		
421 SOUTH OAK CK	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00339159	**Payee Name: TXU ENERGY RETAIL COMPANY LP**		
100001130755	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	116 37
100011809799	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**216.37**
Warrant #: VW 00339160	**Payee Name: U.S. ENERGY SAVINGS CORP.**		
4414422	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
4652839	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	74 72
		Warrant Total:	**174.72**
Warrant #. VW 00339161	**Payee Name: UNITED PARCEL SERVICE**		
0000135W56011	1101159100 - 5481000	Information Technology - Contract Service	49 68
0000135W56021	1101159100 - 5481000	Information Technology - Contract Service	150 70
		Warrant Total:	**200.38**
Warrant #: VW 00339162	**Payee Name: USA MOBILITY WIRELESS INC**		
T7977749L	1101159100 - 5492321	Information Technology - Pager Service	487 04
		Warrant Total:	**487 04**
Warrant #: VW 00339163	**Payee Name: UTMB**		
30001550857 9/10	1101211131 - 5412112	Identification Division - Sexual Assault Examination	48 61
		Warrant Total:	**48.61**
Warrant #: VW 00339166	**Payee Name: VEGA RESOURCES LLC**		
130750 010111	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
180518	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**200.00**
Warrant #. VW 00339168	**Payee Name: VILLA, CLAUDIA R**		

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Invoice Number	Account Info		Amount
305890 011011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	325 00
		Warrant Total:	**325 00**
Warrant #: VW 00339169	**Payee Name: WALKER, BEVERLEY**		
301747 011411	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00339171	**Payee Name: WASTE MANAGEMENT INC**		
162902317914	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	4,364 32
		Warrant Total:	**4,364.32**
Warrant #: VW 00339172	**Payee Name: WATKINS, GENE ANTONE**		
307431 010611	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	162 50
		Warrant Total:	**162.50**
Warrant #: VW 00339173	**Payee Name: WEBER, WINIFRED B**		
10CR3490 011211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00339176	**Payee Name: WRIGHT-GIDLEY, JODI**		
011011 RMB	1101513200 - 5311500	Galveston County Museum - Museum Programming	109 20
		Warrant Total:	**109.20**
Warrant #: VW 00339177	**Payee Name: ZIENTEK, JOSHUA**		
308533 011911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	130 00
		Warrant Total:	**130.00**
Warrant # VW 00339178	**Payee Name: ZOLL, ERIKA SUSAN**		
307696 011211	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	97 50
		Warrant Total:	**97.50**
		FUND 1101 TOTAL:	**873,221.48**

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00339016	**Payee Name: HOUSTON EQUIPMENT COMPANY**		
179645	2102114020 - 5423000	County Clerk Records Mangement - Maint/Repairs Equipment	120 00
		Warrant Total:	**120.00**
		FUND 2102 TOTAL:	**120.00**

FUND: 2131 DA Contraband Acct Aft 10/89

Warrant #: VW 00339165	**Payee Name: VANDIVER, XOCHITL**		
011211 RMB CLASS	2131127132 - 5495112	DA Contraband Acct Aft 10/89 - Training	60 00
		Warrant Total:	**60.00**
		FUND 2131 TOTAL:	**60.00**

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Invoice Number	Account Info		Amount
FUND: 2211 Law Library			
Warrant #: VW 00339070	**Payee Name: MATTHEW BENDER & COMPANY INC**		
0229882G	2211129100 - 5317000	Law Library - Books & Periodicals	144 08
		Warrant Total:	**144.08**
Warrant #: VW 00339108	**Payee Name: REED ELSEVIER INC**		
1012096330	2211129100 - 5317000	Law Library - Books & Periodicals	420 00
		Warrant Total:	**420.00**
Warrant #: VW 00339133	**Payee Name: STATE BAR OF TEXAS**		
225678	2211129100 - 5317000	Law Library - Books & Periodicals	81 25
225906	2211129100 - 5317000	Law Library - Books & Periodicals	81 25
		Warrant Total:	**162.50**
Warrant #: VW 00339175	**Payee Name: WEST PUBLISHING CORPORATION**		
821972087	2211129100 - 5317000	Law Library - Books & Periodicals	8,964 16
821972098	2211129100 - 5317000	Law Library - Books & Periodicals	4,012 59
821994746	2211129100 - 5317000	Law Library - Books & Periodicals	2,510 87
		Warrant Total:	**15,487.62**
		FUND 2211 TOTAL:	**16,214.20**
FUND: 2212 Mediation Services Prog Fund			
Warrant #: VW 00338891	**Payee Name: AMERSON, RODGER DAN**		
11CP0001 011211	2212125300 - 5432011	Mediation Services - Mediation Services	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00339035	**Payee Name: KILGORE, JEFFREY A**		
010CP0124 011011	2212125300 - 5432011	Mediation Services - Mediation Services	370 00
		Warrant Total:	**370.00**
Warrant #: VW 00339170	**Payee Name: WALKER, MARGARET W.**		
11CP0002 011211	2212125300 - 5432011	Mediation Services - Mediation Services	300 00
		Warrant Total:	**300.00**
		FUND 2212 TOTAL:	**770.00**
FUND: 2220 Adult Probation Fund			
Warrant #: VW 00338902	**Payee Name. BAY AREA RECOVERY CENTER**		
10392	2220255101 - 5481000	Adult Probation - Contract Service	2,460 50
		Warrant Total:	**2,460 50**
Warrant #: VW 00338941	**Payee Name: CORRECTIONS SOFTWARE CORPORATION**		
24206	2220255101 - 5419301	Adult Probation - Computer Services	4,378 00
		Warrant Total:	**4,378.00**
Warrant #: VW 00338955	**Payee Name: DICKEY, ROCHELL**		
DEC 2010 MLG	2220255101 - 5496100	Adult Probation - Travel	135 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**135.00**
Warrant #: VW 00338968	**Payee Name: EAGLIN, JOSEPH**		
DEC 2010 MLG	2220255101 - 5496100	Adult Probation - Travel	147 50
		Warrant Total:	**147.50**
Warrant #. VW 00338974	**Payee Name: FEATHERLY, CHRISTINA**		
DEC 2010 MLG	2220255101 - 5496100	Adult Probation - Travel	153 50
		Warrant Total:	**153.50**
Warrant #: VW 00339029	**Payee Name: JONES, CHARLOTTE**		
DEC 2010 MLG	2220255101 - 5496100	Adult Probation - Travel	69 00
		Warrant Total:	**69.00**
Warrant #. VW 00339073	**Payee Name: MCNAIR, COREY**		
DEC 2010 MLG	2220255101 - 5496100	Adult Probation - Travel	101 00
		Warrant Total:	**101.00**
Warrant #: VW 00339113	**Payee Name ROSEMON, VANESSA R**		
DEC 2010 MLG	2220255101 - 5496100	Adult Probation - Travel	102 00
		Warrant Total:	**102.00**
Warrant #. VW 00339162	**Payee Name: USA MOBILITY WIRELESS INC**		
U7977738A	2220255101 - 5492220	Adult Probation - Equipment - Adult Probation	36 56
		Warrant Total·	**36.56**
		FUND 2220 TOTAL:	**7,583.06**

FUND: 2230 Juvenile Justice Fund

Warrant #: VW 00338880	**Payee Name: 4M YOUTH SERVICES INC**		
DEC 2010	2230256100 - 5441301	Juvenile Justice - Placement Services	62 00
		Warrant Total:	**62.00**
Warrant #: VW 00338892	**Payee Name: ARAMARK CORRECTIONAL SERVICES**		
5474000408	2230256118 - 5481199	Detention - Food Service Contract	1,897 17
5474000408	2230256119 - 5481199	Post Program - Food Service Contract	756 31
5474000408	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	40 82
5474000409	2230256118 - 5481199	Detention - Food Service Contract	1,483 23
5474000409	2230256119 - 5481199	Post Program - Food Service Contract	687 23
5474000412	2230256118 - 5481199	Detention - Food Service Contract	2,320 19
5474000412	2230256119 - 5481199	Post Program - Food Service Contract	775 15
5474000412	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	103 62
5474000413	2230256118 - 5481199	Detention - Food Service Contract	1,650 47
5474000413	2230256119 - 5481199	Post Program - Food Service Contract	721 77
5474000413	2230256155 - 5481199	Juv Justice Alt Ed Program - Food Service Contract	78 50
		Warrant Total:	**10,514.46**
Warrant #: VW 00338964	**Payee Name· DUNNAHOO, CHRISTOPHER**		
DEC 2010 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	245 00
		Warrant Total.	**245.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00338980	**Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON**		
28192139	2230256105 - 5423112	Juv Justice - Administration - Auto Credit Card Exp	209 24
		Warrant Total:	**209.24**
Warrant #: VW 00339023	**Payee Name: INTERVENTION RESOURCES**		
DEC 2010 SRVC	2230256100 - 5412114	Juvenile Justice - Psychological Evaluations/Cert	350 00
		Warrant Total:	**350.00**
Warrant #: VW 00339031	**Payee Name: JP MORGAN CHASE**		
JANUARY2011 STMT	2230000000 - 1801040	Juvenile Justice Fund - P Crd #8253	105 40
		Warrant Total:	**105.40**
Warrant #: VW 00339069	**Payee Name: MASTER WORD SERVICE INC**		
39173	2230256130 - 5431101	Court - Professional Srv Interpreter	176 50
39175	2230256130 - 5431101	Court - Professional Srv Interpreter	439 96
		Warrant Total:	**616.46**
Warrant #: VW 00339080	**Payee Name: MOTOROLA SOLUTIONS INC**		
13823303	2230256105 - 5310001	Juv Justice - Administration - Depart Supplies-Non Cap FF	5,194 35
13823303	2230256119 - 5310001	Post Program - Depart Supplies-Non Cap FFE	3,516 20
13823303	2230256155 - 5310001	Juv Justice Alt Ed Program - Depart Supplies-Non Cap FFE	280 50
		Warrant Total:	**8,991.05**
		FUND 2230 TOTAL:	**21,093.61**

FUND: 2240 Sheriff's Commissary Fund

Warrant #: VW 00339031	**Payee Name: JP MORGAN CHASE**		
JANUARY2011 STMT	2240000000 - 1801168	Sheriff Commissary Fund - P Card #4924	14,613 18
		Warrant Total:	**14,613.18**
		FUND 2240 TOTAL:	**14,613.18**

FUND: 2242 Sheriff's Seizure Aft 10/89

Warrant #. VW 00338997	**Payee Name: GOVDEALS INC**		
918122010	2242000000 - 2295011	Sheriff Seizure after 10/89 - Due to Website Auctioneer	195 90
		Warrant Total:	**195.90**
		FUND 2242 TOTAL:	**195.90**

FUND: 2250 Law Enforcement Education Fund

Warrant #· VW 00339004	**Payee Name: GT DISTRIBUTORS INC**		
INV0337137	2250211510 - 5502208	Contin Education-State Alloc - Const Pct 8 Cont Ed Exp	543 55
		Warrant Total:	**543.55**
		FUND 2250 TOTAL:	**543.55**

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Invoice Number	Account Info		Amount
FUND: 2301	**Road & Bridge Fund**		
Warrant #. VW 00000113		**Payee Name: KEYWORTHS HARDWARE INC**	
000146180	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	1 79
000146216	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	6 57
000146324	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	45 88
000146363	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	14 32
000146512	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	17 99
000147382	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	3 79
		Warrant Total:	**90.34**
Warrant #: VW 00338879		**Payee Name: 3M**	
SS60545	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	1,113 78
		Warrant Total.	**1,113.78**
Warrant #: VW 00338886		**Payee Name: ALWAYS SAFETY AND 1ST AID INC**	
25945	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	919 00
		Warrant Total:	**919.00**
Warrant #: VW 00338899		**Payee Name: BACLIFF BUILDERS SUPPLY INC.**	
7382	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	16 28
7385	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	2 22
		Warrant Total:	**18.50**
Warrant #: VW 00338903		**Payee Name: BAYGAS INC**	
8581	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	87 00
		Warrant Total.	**87 00**
Warrant # VW 00338914		**Payee Name· BROOKSIDE EQUIP SALES INC**	
IL19503	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	55 90
		Warrant Total:	**55.90**
Warrant #: VW 00338924		**Payee Name: CHASTANGS ENTERPRISES**	
144328	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	158 18
		Warrant Total·	**158.18**
Warrant #: VW 00338936		**Payee Name COBURN SUPPLY COMPANY INC**	
313531241	2301312120 - 5424000	FM & Lateral Road - Maint & Repairs Buildings	33 75
		Warrant Total:	**33.75**
Warrant #. VW 00339013		**Payee Name· HI-WAY EQUIPMENT COMPANY LLC**	
H22619	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	110 12
H22729	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	188 40
H22983	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	341 03
		Warrant Total:	**639 55**
Warrant #: VW 00339017		**Payee Name· HOUSTON FREIGHTLINER STERLING WESTERN**	
PC03006636001	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	303 03
PC03006703201	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	113 99
		Warrant Total:	**417.02**
Warrant #: VW 00339031		**Payee Name: JP MORGAN CHASE**	

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Invoice Number	Account Info		Amount
JANUARY2011 STMT	2301000000 - 1802002	Road and Bridge Fund - P Crd #9522	322 76
JANUARY2011 STMT	2301000000 - 1802004	Road and Bridge Fund - P Crd #7301	100 79
		Warrant Total:	**423.55**

Warrant #: VW 00339036 **Payee Name. KIWI TIRE SHOP**

1452	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	25 00
1453	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	40 00
1454	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	25 00
1455	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	25 00
1652	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	25 00
		Warrant Total:	**140.00**

Warrant #: VW 00339037 **Payee Name KLEEN JANITORIAL SUPPLY COMPANY**

1224	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	591 36
		Warrant Total·	**591.36**

Warrant #: VW 00339081 **Payee Name: MUNRO'S UNIFORM SERVICES LTD**

20190	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
20191	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	30 00
20192	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	388 50
20193	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	31 10
20194	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	36 50
20195	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	81 55
20196	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	71 50
20701	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	84 00
21237	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
21239	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	45 50
21240	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	31 10
21242	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	81 55
21243	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	71 50
		Warrant Total:	**1,030.80**

Warrant #: VW 00339092 **Payee Name: OWEN ELECTRIC SUPPLY**

3975431236	2301312110 - 5424000	Administration - Maint & Repairs Buildings	129 60
		Warrant Total.	**129.60**

Warrant #· VW 00339093 **Payee Name: OZARKA NATURAL SPRING WATER**

01A0122815046	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	71 83
		Warrant Total:	**71.83**

Warrant #· VW 00339107 **Payee Name. R B EVERETT & CO**

SI36910	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	49 70
		Warrant Total:	**49.70**

Warrant #: VW 00339118 **Payee Name: SANTA FE AUTO PARTS INC**

36652	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	11 34
36706	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	30 07
36734	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	6 04
37999	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	282 38
40430	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	122 52
40504	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	625 00
40578	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	48 75
40667	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	390 60

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Invoice Number	Account Info		Amount
40671	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	63 72
40973	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	194 85
40975	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	847 00
40976	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	455 75
40977	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	560 00
		Warrant Total:	**3,638.02**
Warrant #: VW 00339127	**Payee Name: SHERWIN WILLIAMS PAINT CORP**		
06587	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	228 94
		Warrant Total:	**228.94**
Warrant #: VW 00339142	**Payee Name· STROUHAL'S TIRE & RECAPPING PLANT**		
294631	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	1,129 32
		Warrant Total:	**1,129.32**
Warrant #: VW 00339143	**Payee Name: SUN COAST RESOURCES INC**		
90813354	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	7,741 65
90815807	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	5,912 92
		Warrant Total.	**13,654.57**
Warrant #: VW 00339158	**Payee Name. TUBING AND METRICS HYDRAULICS INC**		
60325	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	30 38
60373	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	437 65
		Warrant Total.	**468.03**
		FUND 2301 TOTAL:	**25,088.74**

FUND: 2303 Farm to Market Lateral Road

Warrant #: VW 00339139	**Payee Name: STEWART TITLE CO**		
GF1016730117	2303314300 - 5713010	Real Estate Services - ROW Acquistion	250 00
		Warrant Total:	**250.00**
		FUND 2303 TOTAL:	**250.00**

FUND: 2370 Flood Control Fund

Warrant #. VW 00338887	**Payee Name. AM-MEX RESTAURANT INC**		
10001	2370190100 - 5498003	County Engineer - Dkinson Bayou Steer Comm Dues	272 80
		Warrant Total:	**272.80**
Warrant #: VW 00338903	**Payee Name: BAYGAS INC**		
067056	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	511 94
		Warrant Total:	**511.94**
Warrant #. VW 00338917	**Payee Name: BYRKETT CONSTRUCTION COMPANY**		
10912	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	190 00
		Warrant Total:	**190.00**
Warrant #: VW 00339063	**Payee Name: M & D DISTRIBUTORS**		
20033552	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	4,354 43

Galveston County, Texas

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Invoice Number	Account Info		Amount
		Warrant Total:	**4,354 43**
Warrant #: VW 00339093	**Payee Name: OZARKA NATURAL SPRING WATER**		
01A0122815095	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	149 68
		Warrant Total:	**149.68**
Warrant #: VW 00339118	**Payee Name: SANTA FE AUTO PARTS INC**		
41366	2370296121 - 5423000	Seawall Maintenance - Maint/Repairs Equipment	49 68
		Warrant Total:	**49.68**
Warrant #: VW 00339143	**Payee Name: SUN COAST RESOURCES INC**		
90813109	2370296121 - 5315010	Seawall Maintenance - Oils and Lubricants	1,238 60
		Warrant Total:	**1,238.60**
Warrant #· VW 00339174	**Payee Name: WELSH, MATTHEW SEAN**		
11/18-12/30/10ML	2370296110 - 5496301	Building Inspector - Auto Mileage	925 00
		Warrant Total:	**925.00**
		FUND 2370 TOTAL:	**7,692.13**

FUND: 2410 Mosquito Control District Fund

Warrant #. VW 00339031	**Payee Name: JP MORGAN CHASE**		
JANUARY2011 STMT	2410000000 - 1803007	Mosquito Control District - P Card #3257	2,493 86
		Warrant Total:	**2,493.86**
		FUND 2410 TOTAL:	**2,493.86**

FUND: 2501 Child Welfare Fund

Warrant #. VW 00339078	**Payee Name: MORALES, TINA**		
091510 RMB	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	15 00
		Warrant Total·	**15.00**
		FUND 2501 TOTAL:	**15.00**

FUND: 2601 Beach & Parks Fund

Warrant #· VW 00339032	**Payee Name: JRL SERVICES LLC**		
100528	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100529	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100530	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100531	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100532	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
		Warrant Total:	**10,250.00**
Warrant #· VW 00339081	**Payee Name· MUNRO'S UNIFORM SERVICES LTD**		
20698	2601522042 - 5312101	Beach Maintenance - Uniform Expense	4 25
20702	2601544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	32 50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**36.75**
Warrant #. VW 00339099	**Payee Name: PENINSULA SEPTIC SERVICE INC**		
54955	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	3,601 60
54956	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	258 90
		Warrant Total:	**3,860.50**
Warrant #: VW 00339123	**Payee Name: SEASIDE ENTERPRISES INC**		
154605	2601544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	90 15
		Warrant Total:	**90.15**
		FUND 2601 TOTAL:	**14,237.40**

FUND: 2824 Adult Probation Community

Warrant # VW 00338884	**Payee Name: ADULT PSYCHIATRIC CLINIC**		
DEC 2010 SRVC	2824255137 - 5481000	Sex Offender Supervision - Contract Service	3,730 00
		Warrant Total:	**3,730.00**
Warrant #: VW 00338902	**Payee Name: BAY AREA RECOVERY CENTER**		
10392	2824255111 - 5481000	Special Substance Abuse - Contract Service	722 00
		Warrant Total.	**722.00**
Warrant #· VW 00338947	**Payee Name: D'AMBRA, LINDA**		
DEC 2010 MLG	2824255111 - 5496301	Special Substance Abuse - Auto Mileage	85 00
		Warrant Total:	**85.00**
Warrant #: VW 00339003	**Payee Name GRANGER, ROSSLYN N**		
DEC 2010 SRVC	2824255137 - 5481000	Sex Offender Supervision - Contract Service	585 00
		Warrant Total:	**585 00**
Warrant #· VW 00339039	**Payee Name KLYNG, KERRY**		
DEC 2010 MLG	2824255137 - 5496301	Sex Offender Supervision - Auto Mileage	160 00
		Warrant Total.	**160.00**
Warrant #: VW 00339075	**Payee Name: MILLER, JARVIS**		
DEC 2010 MLG	2824255111 - 5496301	Special Substance Abuse - Auto Mileage	52 50
		Warrant Total:	**52 50**
Warrant #: VW 00339091	**Payee Name: ORDAZ, WILLIAM**		
DEC 2010 MLG	2824255137 - 5496301	Sex Offender Supervision - Auto Mileage	167 50
		Warrant Total:	**167.50**
Warrant #: VW 00339128	**Payee Name: SKUFCA, RICHARD**		
DEC 2010 MLG	2824255111 - 5496301	Special Substance Abuse - Auto Mileage	52 00
		Warrant Total:	**52.00**
		FUND 2824 TOTAL:	**5,554.00**

FUND: 2842 Community Corrections

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00339018	**Payee Name: HOWELL, NIKKI**		
DEC 2010 MLG	2842256177 - 5496301	Community Corr "Y" Grant - Auto Mileage	134 00
		Warrant Total:	**134.00**
		FUND 2842 TOTAL:	**134.00**

FUND: 2843 ICBP Regional Grant X

Warrant #: VW 00339006	**Payee Name: GULF COAST CENTER**		
DECEMBER 2010	2843256123 - 5481000	ICBP Regional Grant X - Contract Service	7,228 75
		Warrant Total:	**7,228.75**
		FUND 2843 TOTAL:	**7,228.75**

FUND: 2848 Juv Jst Alt Education Program

Warrant #. VW 00338880	**Payee Name: 4M YOUTH SERVICES INC**		
DEC 2010	2848256173 - 5441101	Diversionary Placement H Grant - Residential Services	3,038 00
		Warrant Total.	**3,038.00**
Warrant #: VW 00339007	**Payee Name. GULF COAST TRADES CENTER**		
4683	2848256173 - 5441101	Diversionary Placement H Grant - Residential Services	5,000 84
		Warrant Total:	**5,000.84**
Warrant #: VW 00339126	**Payee Name: SHELTERING HARBOUR**		
DEC 10	2848256173 - 5441101	Diversionary Placement H Grant - Residential Services	4,285 75
		Warrant Total:	**4,285.75**
		FUND 2848 TOTAL:	**12,324.59**

FUND: 2864 Auto Crimes Task Force Grant

Warrant #. VW 00338895	**Payee Name: AT&T MOBILITY**		
2460750501052011	2864211127 - 5492100	Auto Task Force - Wireless MCT Service	55 98
		Warrant Total:	**55.98**
Warrant #: VW 00338929	**Payee Name: CITY OF HITCHCOCK**		
NOV 2010 RAMSEY	2864211127 - 5100000	Auto Task Force - Salaries	2,529 12
		Warrant Total:	**2,529.12**
Warrant # VW 00338932	**Payee Name: CITY OF SANTA FE**		
DEC 2010 HENSLEY	2864211127 - 5100000	Auto Task Force - Salaries	3,808 86
DEC 2010 HENSLEY	2864211127 - 5130000	Auto Task Force - Overtime	545 19
		Warrant Total.	**4,354 05**
		FUND 2864 TOTAL:	**6,939.15**

FUND: 2892 State Homeland Security Grant

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00339104	**Payee Name: PROPAC INC**		
323806	2892291112 - 5310000	Urban Areas Security Initiativ - Supplies and Materials	1,000 00
		Warrant Total:	**1,000.00**
Warrant #: VW 00339167	**Payee Name: VIDEO INSIGHT INC.**		
33587	2892291123 - 5310000	2009 State Homeland Sec Grt - Supplies and Materials	2,525 00
		Warrant Total:	**2,525.00**
		FUND 2892 TOTAL:	**3,525.00**

FUND: 2893 HMGP - IKE

Warrant #: VW 00338946	**Payee Name. CROWDER GULF JOINT VENTURE INC**		
GALR176779	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	1,062 00
GALR176782	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	1,002 00
GALR176903	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	13,581 98
GALR176955	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	8,910 00
GALR177133	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	1,504 00
GALR177219	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	2,533 00
GALR177332	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	1,184 64
GALR177404	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	1,889 76
GALR178107	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	150 00
GALR179240	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	4,821 00
GALR179924	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	504 00
GALR181375	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	60,900 00
GALR364510	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	17,539 20
		Warrant Total.	**115,581.58**
		FUND 2893 TOTAL:	**115,581.58**

FUND: 2914 CDBG Housing Program

Warrant #. VW 00338909	**Payee Name· BGB INTERESTS LP**		
107021	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,241 57
109282	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	71,560 54
109282	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	6,125 00
		Warrant Total:	**114,927.11**
Warrant #: VW 00339026	**Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**		
00021621 2011	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	986 00
		Warrant Total·	**986.00**
Warrant #· VW 00339031	**Payee Name: JP MORGAN CHASE**		
JANUARY2011 STMT	2914000000 - 1800127	CDBG Housing Program - P Card #5212	474 57
		Warrant Total:	**474 57**
Warrant #: VW 00339131	**Payee Name: SPRINT SPECTRUM LP**		
384104405015	2914152500 - 5310001	Administration - Depart Supplies-Non Cap FFE	261 73
		Warrant Total:	**261 73**

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List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
		FUND 2914 TOTAL:	**116,649.41**

FUND: 2921 Senior Citizens Grant Prog

Warrant #: VW 00339164 **Payee Name: VALLEY SERVICES INC**

IVC000000143388	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	3,136 42
IVC000000143388	2921451156 - 5448117	Title IIIC - Raw Food/Congregate	1,652 49
IVC000000143389	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	4,621 86
IVC000000143634	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	3,130 40
IVC000000143634	2921451156 - 5448117	Title IIIC - Raw Food/Congregate	1,821 05
IVC000000143635	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	4,697 94
IVC000000143909	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	2,811 79
IVC000000143909	2921451156 - 5448117	Title IIIC - Raw Food/Congregate	1,562 81
IVC000000143910	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	4,412 64
IVC000000144088	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	2,891 04
IVC000000144088	2921451156 - 5448117	Title IIIC - Raw Food/Congregate	1,718 14
IVC000000144089	2921451156 - 5448116	Title IIIC - Raw Food/Home Delivered	4,431 66
		Warrant Total:	**36,888.24**

FUND 2921 TOTAL: 36,888.24

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00338905 **Payee Name: BECK DISASTER RECOVERY INC**

0106591	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	270 00
0106603	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	257 50
0106610	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	987 50
0107835	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	90 00
0107883	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	90 00
0107884	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	90 00
0107886	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	90 00
0107887	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	302 50
0107888	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	225 00
0107889	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	235 00
0107891	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	482 50
0107892	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	302 50
0107893	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	235 00
0107894	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	67 50
0107895	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	180 00
0107896	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	112 50
0107897	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	90 00
0107898	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	112 50
0107899	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	135 00
0107900	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	157 50
0107902	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	135 00
0107904	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	112 50
0107905	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	90 00
0107906	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	45 00
0107907	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	45 00
0109032	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	45 00
0109034	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	45 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
0109035	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	90 00
0109036	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	90 00
0109038	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	67 50
0109040	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	135 00
0109041	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	135 00
0109042	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	135 00
0109043	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	135 00
0109044	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	247 50
0109045	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	67 50
0109047	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	90 00
0109049	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	45 00
0109051	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	22 50
0109053	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	135 00
0109054	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	67 50
0109055	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	45 00
0109057	2994299130 - 5481000	JWW-127 Priv Prop Debris Rmvl - Contract Service	45 00
		Warrant Total:	**6,582.50**
Warrant #. VW 00338910		**Payee Name: BINKLEY & BARFIELD INC**	
15756	2994299354 - 5481000	Engineering for Bolivar - Contract Service	3,369 50
		Warrant Total.	**3,369.50**
Warrant #: VW 00338945		**Payee Name: CROWDER GULF JOINT VENTURE INC**	
BOLPPDR00340	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-315 35
BOLPPDR00340	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	3,153 50
BOLPPDRE20234	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-1,047 62
BOLPPDRE20234	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	10,476 20
BOLPPDRE20235	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-1,252 58
BOLPPDRE20235	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	12,525 80
BOLPPDRE20266	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-795 41
BOLPPDRE20266	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	7,954 10
BOLPPDRE22416	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	-131 95
BOLPPDRE22416	2994299156 - 5481000	TMF-058 Deb Rmvl and Misc - Contract Service	1,319 50
		Warrant Total:	**31,886 19**
Warrant #. VW 00338988		**Payee Name· GALVESTON COUNTY DAILY NEWS**	
00258943	2994299765 - 5481000	Dolphin Park - Contract Service	333 00
00258947	2994299765 - 5481000	Dolphin Park - Contract Service	328 00
		Warrant Total:	**661 00**
Warrant #: VW 00339019		**Payee Name: HUITT-ZOLLARS INC**	
212230107	2994299354 - 5481000	Engineering for Bolivar - Contract Service	2,557 39
		Warrant Total:	**2,557.39**
Warrant #: VW 00339052		**Payee Name· LEIMER BROTHERS INC**	
1200846	2994299741 - 5481000	Erman Pilsner Boat Ramp - Contract Service	13,283 15
		Warrant Total:	**13,283 15**
		FUND 2994 TOTAL:	**58,339.73**

FUND: 3100 County Capital Projects Fund

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00338935	**Payee Name: COASTAL SURVEYING OF TEXAS**		
100586	3100179330 - 5722903	Galveston Fire/EMS Station - Owners Contingency	300 00
		Warrant Total:	**300.00**
		FUND 3100 TOTAL:	**300.00**

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00338938	**Payee Name: CONTRACT RESOURCE GROUP LLC**		
90955	3120179135 - 5746010	Mid-County Annex - Capitalized Furn,Fix,& Equip	3,550 00
		Warrant Total:	**3,550.00**
Warrant #· VW 00339025	**Payee Name: JACKSON & RYAN ARCHITECTS INC.**		
8327	3120179331 - 5728121	Animal Resource Center - Capital Const-Architect Fees	8,550 00
		Warrant Total:	**8,550.00**
Warrant #: VW 00339105	**Payee Name. Q C LABORATORIES INC**		
1034835	3120179136 - 5722903	Records Storage Bldg - Owners Contingency	2,800 00
1034990	3120179331 - 5722000	Animal Resource Center - Construction Bldg Capital Outl	3,947 25
		Warrant Total:	**6,747 25**
		FUND 3120 TOTAL:	**18,847.25**

FUND: 3206 Comb Tax/Revenue COB Sr 2003C

Warrant #· VW 00339062	**Payee Name· LUCK COMPANY, THE**		
316	3206179305 - 5701305	Community Bld Construction - District Clerk Capital Outla	750 00
		Warrant Total:	**750 00**
		FUND 3206 TOTAL:	**750.00**

FUND: 3310 Pass Thru Toll Rv Lt Rv BdSr07

Warrant # VW 00339156	**Payee Name: TRIPLE B SERVICES LLP**		
8 011011	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	1,007,866 53
		Warrant Total:	**1,007,866.53**
		FUND 3310 TOTAL:	**1,007,866.53**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00338910	**Payee Name BINKLEY & BARFIELD INC**		
15757	3312312111 - 5731135	Non-County Roads - 7 Mile Rd Re-Aligned	12,369 92
15758	3312312111 - 5731134	Non-County Roads - Stewart Rd Re-Aligned	6,799 80
15759	3312312111 - 5731133	Non-County Roads - Stewart Rd-Cove View to 7mi	6,331 20
		Warrant Total.	**25,500.92**
Warrant # VW 00339097	**Payee Name: PATE ENGINEERS INC**		
0115078	3312312111 - 5731125	Non-County Roads - Hanson Road	8,150 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**8,150.00**
Warrant #: VW 00339125	**Payee Name: SHELMARK ENGINEERING L.L.C.**		
4311	3312312111 - 5731165	Non-County Roads - Caroline	3,782 60
		Warrant Total:	**3,782.60**
		FUND 3312 TOTAL:	**37,433.52**
FUND: 6123 Group Insurance Fund			
Warrant #: VW 00339053	**Payee Name: LEOPOLD, WILLIAM E**		
ARI1100030	6123155021 - 5481000	Group Insurance - Contract Service	2,975 00
ARI1100031	6123155021 - 5481000	Group Insurance - Contract Service	2,975 00
		Warrant Total:	**5,950.00**
		FUND 6123 TOTAL:	**5,950.00**
FUND: 7605 Escrow Fund			
Warrant #: VW 00338972	**Payee Name FARIS, BASAM**		
87344	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	15 00
		Warrant Total:	**15.00**
Warrant #. VW 00339087	**Payee Name· OMNI BASE SERVICES INC**		
OCT-DEC 10 JP7	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	6 00
		Warrant Total:	**6.00**
Warrant # VW 00339088	**Payee Name: OMNI BASE SERVICES INC**		
OCT-DEC 10 JP8-1	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	1,265 86
		Warrant Total:	**1,265.86**
Warrant #: VW 00339089	**Payee Name: OMNI BASE SERVICES INC**		
OCT-DEC 10 JP1	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	438 00
		Warrant Total:	**438.00**
Warrant #: VW 00339090	**Payee Name. OMNI BASE SERVICES INC**		
OCT-DEC 10 JP7	7605000000 - 2472050	Escrow Fund - Omnibase Ser Liability	431 10
		Warrant Total:	**431.10**
Warrant #: VW 00339150	**Payee Name· TEXAS PARKS AND WILDLIFE DEPT**		
DEC 10 JP1 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	6,907 60
		Warrant Total:	**6,907.60**
Warrant #: VW 00339151	**Payee Name: TEXAS PARKS AND WILDLIFE DEPT**		
DEC 10 JP7 FEES	7605000000 - 2476007	Escrow Fund - Tx Parks & Wildlife Fines 85%	180 20
		Warrant Total.	**180.20**
		FUND 7605 TOTAL:	**9,243.76**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Summary of All Funds

Fund		Amount
1101	General Fund	873,221 48
2102	Co Clerk Rec Mgt & Pres Fund	120 00
2131	DA Contraband Acct Aft 10/89	60 00
2211	Law Library	16,214 20
2212	Mediation Services Prog Fund	770 00
2220	Adult Probation Fund	7,583 06
2230	Juvenile Justice Fund	21,093 61
2240	Sheriff's Commissary Fund	14,613 18
2242	Sheriff's Seizure Aft 10/89	195 90
2250	Law Enforcement Education Fund	543 55
2301	Road & Bridge Fund	25,088 74
2303	Farm to Market Lateral Road	250 00
2370	Flood Control Fund	7,692 13
2410	Mosquito Control District Fund	2,493 86
2501	Child Welfare Fund	15 00
2601	Beach & Parks Fund	14,237 40
2824	Adult Probation Community	5,554 00
2842	Community Corrections	134 00
2843	ICBP Regional Grant X	7,228 75
2848	Juv Jst Alt Education Program	12,324 59
2864	Auto Crimes Task Force Grant	6,939 15
2892	State Homeland Security Grant	3,525 00
2893	HMGP - IKE	115,581 58
2914	CDBG Housing Program	116,649 41
2921	Senior Citizens Grant Prog	36,888 24
2994	Disaster Recovery - Ike	58,339 73
3100	County Capital Projects Fund	300 00
3120	Limited Tax Cnty Bldg Bds Sr09	18,847 25
3206	Comb Tax/Revenue COB Sr 2003C	750 00
3310	Pass Thru Toll Rv Lt Rv BdSr07	1,007,866 53
3312	Unltd Tax Road Bonds Sr 2009	37,433 52
6123	Group Insurance Fund	5,950 00
7605	Escrow Fund	9,243 76

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Grand Total: 2,427,747.62

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Approved Order to pay by Commissioners Court this day January 26, 2011.

Cliff Billingsley

Cliff Billingsley, County Auditor

Absent

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

Kevin D. O'Brien

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

Stephen D. Holmes, Galveston County Commissioner, Pct 3

ATTEST:

Dwight D. Sullivan, County Clerk

Absent

Kenneth Clark, Galveston County Commissioner, Pct 4

By: Brandy Chapman Deputy

Brandy Chapman

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 01/26/2011

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338879	402912	3M	01/26/11	1,113 78	MW	OH		
AP00338880	709754	4M YOUTH SERVICES INC	01/26/11	3,100 00	MW	OH		
AP00338881	705534	ABACUS COMPUTERS INC	01/26/11	1,065 33	MW	OH		
AP00338882	702471	ABL MANAGEMENT INC	01/26/11	37,629 41	MW	OH		
AP00338883	713074	ACCENT ENERGY TEXAS LP	01/26/11	100 00	MW	OH		
AP00338884	432263	ADULT PSYCHIATRIC CLINIC	01/26/11	3,730 00	MW	OH		
AP00338885	711570	ALLEN, JJ	01/26/11	131 87	MW	OH		
AP00338886	707451	ALWAYS SAFETY AND 1ST AID INC	01/26/11	919 00	MW	OH		
AP00338887	708154	AM-MEX RESTAURANT INC	01/26/11	272 80	MW	OH		
AP00338888	709623	AMBIT ENERGY LP	01/26/11	155 36	MW	OH		
AP00338889	708354	AMBIUS	01/26/11	912 00	MW	OH		
AP00338890	711161	AMERICAN FENCE COMPANY INC	01/26/11	1,499 65	MW	OH		
AP00338891	702478	AMERSON, RODGER DAN	01/26/11	100 00	MW	OH	B7	
AP00338892	702474	ARAMARK CORRECTIONAL SERVICES	01/26/11	10,514 46	MW	OH		
AP00338893	703874	ARONOWITZ, MARK	01/26/11	331 50	MW	OH	B7	
AP00338894	704991	ARROWHEAD SCIENTIFIC INC	01/26/11	361 85	MW	OH		
AP00338895	709784	AT&T MOBILITY	01/26/11	55 98	MW	OH		
AP00338896	708174	AT&T SERVICES INC	01/26/11	50 00	MW	OH		
AP00338897	708966	B&S QUALLS CONSTRUCTION	01/26/11	1,485 00	MW	OH		
AP00338898	710718	B L ALEXANDER ENTERPRISES IN	01/26/11	1,887 00	MW	OH		
AP00338899	021030	BACLIFF BUILDERS SUPPLY INC	01/26/11	18 50	MW	OH		
AP00338900	021329	BACLIFF MUNICIPAL UTILITY DIS	01/26/11	36 86	MW	OH		
AP00338901	709910	BARNETT, STEPHANIE B	01/26/11	292 50	MW	OH	B7	
AP00338902	432285	BAY AREA RECOVERY CENTER	01/26/11	3,182 50	MW	OH		
AP00338903	026047	BAYGAS INC	01/26/11	598 94	MW	OH		
AP00338904	VOID CONTINU	Void - Continued Stub	01/26/11	0 00	VM	OH		Void

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338905	710073	BECK DISASTER RECOVERY INC	01/26/11	6,582 50	MW	OH		
AP00338906	401969	BENNETT, JAMES M	01/26/11	687 50	MW	OH		
AP00338907	406081	BETA TECHNOLOGY INC	01/26/11	898 98	MW	OH		
AP00338908	700686	BFI WASTE SERVICES OF TEXAS L	01/26/11	195 70	MW	OH		
AP00338909	711795	BGB INTERESTS LP	01/26/11	114,927 11	MW	OH		
AP00338910	711556	BINKLEY & BARFIELD INC	01/26/11	28,870 42	MW	OH		
AP00338911	021303	BOB BARKER CO INC	01/26/11	858 60	MW	OH		
AP00338912	702559	BRIGGS, LYNETTE	01/26/11	1,079 00	MW	OH	B7	
AP00338913	024091	BROADWAY DRUG STORE	01/26/11	557 23	MW	OH		
AP00338914	024240	BROOKSIDE EQUIP SALES INC	01/26/11	55.90	MW	OH		
AP00338915	709370	BROWN, ADAM BANKS	01/26/11	1,034 50	MW	OH	B7	
AP00338916	713018	BROWNING, CARL CSR	01/26/11	395 00	MW	OH		
AP00338917	025692	BYRKETT CONSTRUCTION COMPANY	01/26/11	190 00	MW	OH		
AP00338918	406719	CAPITAL GRAPHICS INC	01/26/11	515 00	MW	OH		
AP00338919	702081	CEASER, KENDRIC	01/26/11	1,560 00	MW	OH	B7	
AP00338920	706170	CENTER FOR SCIENCE IN THE PUB	01/26/11	20 00	MW	OH		
AP00338921	407782	CENTERPOINT ENERGY	01/26/11	2,132 14	MW	OH		
AP00338922	407782	CENTERPOINT ENERGY	01/26/11	31 39	MW	OH		
AP00338923	702429	CHAIR TAI CHI	01/26/11	280 00	MW	OH		
AP00338924	705934	CHASTANGS ENTERPRISES	01/26/11	158 18	MW	OH		
AP00338925	712689	CHICAGO TITLE	01/26/11	50,000 00	MW	OH		
AP00338926	033985	CITY OF GALVESTON	01/26/11	16,230 82	MW	OH		
AP00338927	033985	CITY OF GALVESTON	01/26/11	400 82	MW	OH		
AP00338928	033027	CITY OF HITCHCOCK	01/26/11	109 67	MW	OH		
AP00338929	033027	CITY OF HITCHCOCK	01/26/11	2,529 12	MW	OH		
AP00338930	033209	CITY OF LA MARQUE	01/26/11	100 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338931	033241	CITY OF LEAGUE CITY	01/26/11	9,734 62	MW	OH		
AP00338932	033589	CITY OF SANTA FE	01/26/11	4,354 05	MW	OH		
AP00338933	403085	CITY OF TEXAS CITY	01/26/11	153 23	MW	OH		
AP00338934	712273	CLEMENTS, CLYDE WESLEY	01/26/11	687 50	MW	OH	B7	
AP00338935	081380	COASTAL SURVEYING OF TEXAS	01/26/11	300 00	MW	OH		
AP00338936	709399	COBURN SUPPLY COMPANY INC	01/26/11	1,105 20	MW	OH		
AP00338937	034223	COLTZER, ROBERT G	01/26/11	1,308 80	MW	OH	B7	
AP00338938	712269	CONTRACT RESOURCE GROUP LLC	01/26/11	9,934 00	MW	OH		
AP00338939	038729	COOLEY, CLARA	01/26/11	90 00	MW	OH		
AP00338940	409632	CORRECTIONAL MEDICAL SERVICES	01/26/11	335,665 83	MW	OH		
AP00338941	410293	CORRECTIONS SOFTWARE CORPORAT	01/26/11	4,378 00	MW	OH		
AP00338942	705234	COUNTY TREASURER'S ASSOCIATIO	01/26/11	175 00	MW	OH		
AP00338943	707222	CPI FOODS INC	01/26/11	2,937 50	MW	OH		
AP00338944	709896	CRESCENT ENGINEERING COMPANY	01/26/11	2,063 37	MW	OH		
AP00338945	708690	CROWDER GULF JOINT VENTURE IN	01/26/11	31,886 19	MW	OH		
AP00338946	708690	CROWDER GULF JOINT VENTURE IN	01/26/11	115,581 58	MW	OH		
AP00338947	708051	D'AMBRA, LINDA	01/26/11	85 00	MW	OH		
AP00338948	704992	DAHLENBURG, MICHAEL L	01/26/11	1,950 50	MW	OH	B7	
AP00338949	712512	DARANDA, KELLEN A	01/26/11	250 00	MW	OH	B7	
AP00338950	701394	DARLING INTERNATIONAL INC	01/26/11	35 00	MW	OH		
AP00338951	709803	DARROW LAW FIRM	01/26/11	780 00	MW	OH	B7	
AP00338952	710679	DAVISON, AMRI	01/26/11	1,139 76	MW	OH	B7	
AP00338953	711565	DEDRIC BROWN LAW FIRM PLLC, T	01/26/11	482 21	MW	OH	B7	
AP00338954	709718	DEEM REALTY	01/26/11	100 00	MW	OH	RE	
AP00338955	710008	DICKEY, ROCHELL	01/26/11	135 00	MW	OH		
AP00338956	710583	DIGITALMARKETS INC	01/26/11	1 050 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338957	704331	DIRECT ENERGY LP	01/26/11	58 05	MW	OH		
AP00338958	706718	DOLPHIN CHEMICAL & SUPPLY COM	01/26/11	237 66	MW	OH		
AP00338959	700879	DONNA BROWN INVESTIGATION & R	01/26/11	1,868 25	MW	OH	B7	
AP00338960	710226	DPI ENERGY LLC	01/26/11	195 91	MW	OH		
AP00338961	708361	DRAGONY, RACHEL ANN	01/26/11	520 00	MW	OH	B7	
AP00338962	712236	DUBOIS, DEREK CHASE	01/26/11	65 00	MW	OH	B7	
AP00338963	045286	DUCOTE, JAMES	01/26/11	260 00	MW	OH	B7	
AP00338964	712656	DUNNAHOO, CHRISTOPHER	01/26/11	245 00	MW	OH		
AP00338965	703381	DUSHANE, BRENDA	01/26/11	1,072 50	MW	OH	B7	
AP00338966	703381	DUSHANE, BRENDA	01/26/11	390 00	MW	OH	B7	
AP00338967	705608	E AND H CERAMICS	01/26/11	159 88	MW	OH		
AP00338968	706844	EAGLIN, JOSEPH	01/26/11	147 50	MW	OH		
AP00338969	405028	ENTERGY	01/26/11	3,505 93	MW	OH		
AP00338970	711189	FANNING AND FANNING PLLC	01/26/11	601 25	MW	OH	B7	
AP00338971	711189	FANNING AND FANNING PLLC	01/26/11	1,941 25	MW	OH	B7	
AP00338972	711783	FARIS, BASAM	01/26/11	15 00	MW	OH		
AP00338973	410365	FAUS, SALVADOR	01/26/11	276 25	MW	OH	B7	
AP00338974	704666	FEATHERLY, CHRISTINA	01/26/11	153 50	MW	OH		
AP00338975	711896	FEROZ, MERCHANT	01/26/11	1,131 65	MW	OH	B7	
AP00338976	711019	FINEGAN, SAMUEL K	01/26/11	325 00	MW	OH	B7	
AP00338977	703810	FIRST CHOICE POWER	01/26/11	611 75	MW	OH		
AP00338978	709477	FISHER, DENA LAURA	01/26/11	780 00	MW	OH	B7	
AP00338979	711571	FISHER, EMILY A	01/26/11	568 75	MW	OH	B7	
AP00338980	710210	FLEETCOR TECHNOLOGIES DBA CHE	01/26/11	209 24	MW	OH		
AP00338981	707106	FOOD KING CORP	01/26/11	30 00	MW	OH		
AP00338982	711872	FRANK, JOSEPH	01/26/11	40 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00338983	711064	FRYE AND ASSOCIATES PLLC	01/26/11	130 00	MW	OH	B7	
AP00338984	704440	FULK, GEORGE BYRON	01/26/11	1,186 25	MW	OH	B7	
AP00338985	710317	GABRIEL ROEDER SMITH & COMPAN	01/26/11	2,403 00	MW	OH		
AP00338986	712949	GALTEX PROPERTIES	01/26/11	100 00	MW	OH	RE	
AP00338987	071118	GALVESTON COUNTY DAILY NEWS	01/26/11	730 00	MW	OH		
AP00338988	071118	GALVESTON COUNTY DAILY NEWS	01/26/11	6,757 36	MW	OH		
AP00338989	071175	GALVESTON COUNTY WCID #1	01/26/11	368 44	MW	OH		
AP00338990	407294	GALVESTON HOUSING AUTHORITY	01/26/11	100 00	MW	OH	RE	
AP00338991	708789	GAMMA WASTE SYSTEMS	01/26/11	140 00	MW	OH		
AP00338992	071233	GATES MACHINE SHOP	01/26/11	1,080 00	MW	OH		
AP00338993	705919	GHG CORPORATION	01/26/11	475 00	MW	OH		
AP00338994	703986	GILLMAN, MICHAEL DAVID	01/26/11	374 25	MW	OH	B7	
AP00338995	701480	GLOBAL KNOWLEDGE TRAINING INC	01/26/11	893 50	MW	OH		
AP00338996	711867	GOODE, DONNA C	01/26/11	63 90	MW	OH		
AP00338997	708833	GOVDEALS INC	01/26/11	195 90	MW	OH		
AP00338998	409093	GOVERNMENT FINANCE OFFICERS A	01/26/11	28 00	MW	OH		
AP00338999	409093	GOVERNMENT FINANCE OFFICERS A	01/26/11	1,145 00	MW	OH		
AP00339000	709211	GRACE CO	01/26/11	3,475 00	MW	OH		
AP00339001	709134	GRAHAM, CARMEN A	01/26/11	978 55	MW	OH	B7	
AP00339002	711957	GRAKK INC	01/26/11	380 00	MW	OH		
AP00339003	704961	GRANGER, ROSSLYN N	01/26/11	585 00	MW	OH	B7	
AP00339004	703352	GT DISTRIBUTORS INC	01/26/11	543 55	MW	OH		
AP00339005	703785	GULF COAST AEROBIC SERVICES	01/26/11	206 00	MW	OH		
AP00339006	400782	GULF COAST CENTER	01/26/11	7,228 75	MW	OH		
AP00339007	075101	GULF COAST TRADES CENTER	01/26/11	5,000 84	MW	OH		
AP00339008	702363	GUTHEINZ LAW FIRM LLP	01/26/11	1,177 50	MW	OH	B7	

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AP00339009	700466	HALFF ASSOCIATES	01/26/11	2,590 37	MW	OH		
AP00339010	709282	HARBOUR GLEN	01/26/11	100 00	MW	OH	RE	
AP00339011	702878	HEAT TRANSFER SOLUTIONS INC	01/26/11	312 50	MW	OH		
AP00339012	705115	HENRY, THERESA	01/26/11	958 75	MW	OH	B7	
AP00339013	710193	HI-WAY EQUIPMENT COMPANY LLC	01/26/11	639 55	MW	OH		
AP00339014	710709	HOGAN, DWANETTE	01/26/11	412 50	MW	OH		
AP00339015	409105	HOME DEPOT	01/26/11	579 78	MW	OH		
AP00339016	084236	HOUSTON EQUIPMENT COMPANY	01/26/11	357 50	MW	OH		
AP00339017	706495	HOUSTON FREIGHTLINER STERLING	01/26/11	417 02	MW	OH		
AP00339018	709554	HOWELL, NIKKI	01/26/11	134 00	MW	OH		
AP00339019	709352	HUITT-ZOLLARS INC	01/26/11	2,557 39	MW	OH		
AP00339020	706976	HVAC MECHANICAL SERVICES OF T	01/26/11	3,472 00	MW	OH		
AP00339021	707488	IBRAHIM & ELLIOTT LLP	01/26/11	698 75	MW	OH	B7	
AP00339022	405032	INSTITUTE OF INTERNAL AUDITOR	01/26/11	800 00	MW	OH		
AP00339023	707874	INTERVENTION RESOURCES	01/26/11	350 00	MW	OH		
AP00339024	711580	ISI CONTROLS LTD	01/26/11	2,866 00	MW	OH		
AP00339025	711389	JACKSON & RYAN ARCHITECTS INC	01/26/11	8,550 00	MW	OH		
AP00339026	409049	JAHN-GALVESTON INSURANCE AGEN	01/26/11	986 00	MW	OH		
AP00339027	407148	JENKINS, JEAN	01/26/11	122 50	MW	OH		
AP00339028	701979	JONES LAW FIRM	01/26/11	825 50	MW	OH	B7	
AP00339029	705849	JONES, CHARLOTTE	01/26/11	69 00	MW	OH		
AP00339030	711126	JONES, VIRGINIA C	01/26/11	72 00	MW	OH		
AP00339031	410476	JP MORGAN CHASE	01/26/11	262,139 85	MW	OH		
AP00339032	708663	JRL SERVICES LLC	01/26/11	10,250 00	MW	OH		
AP00339033	704638	KAUFMANN, CHARLES R	01/26/11	1,365 00	MW	OH	B7	
AP00339034	709285	KFT HOLDINGS LLC	01/26/11	88 23	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00339035	700067	KILGORE, JEFFREY A	01/26/11	370 00	MW	OH	B7	
AP00339036	711325	KIWI TIRE SHOP	01/26/11	140 00	MW	OH		
AP00339037	402386	KLEEN JANITORIAL SUPPLY COMPA	01/26/11	641 54	MW	OH		
AP00339038	710415	KLEEN KUT LANDSCAPE SERVICE	01/26/11	2,450 00	MW	OH		
AP00339039	701428	KLYNG, KERRY	01/26/11	160 00	MW	OH		
AP00339040	712312	LAIRD-VALDEZ LLP	01/26/11	715 00	MW	OH	B7	
AP00339041	711911	LANDERS, JONATHAN DAVID	01/26/11	237 90	MW	OH	B7	
AP00339042	713016	LANDRY, KENNETH	01/26/11	25 00	MW	OH		
AP00339043	707413	LANDSCAPE ART INC	01/26/11	243 00	MW	OH		
AP00339044	711352	LAW OFFICE OF CHRISTOPHER JOH	01/26/11	275 00	MW	OH	B7	
AP00339045	711359	LAW OFFICE OF DANA V DREXLER	01/26/11	1,275 00	MW	OH	B7	
AP00339046	701780	LAW OFFICE OF DONNA L LELEUX	01/26/11	3,629 17	MW	OH	B7	
AP00339047	712266	LAW OFFICE OF KYLE VERRET PLL	01/26/11	882 89	MW	OH	B7	
AP00339048	711543	LAW OFFICE OF MICHAEL RUSSO P	01/26/11	1,202 50	MW	OH	B7	
AP00339049	708815	LAW OFFICE OF PAUL B KENNEDY	01/26/11	702 00	MW	OH	B7	
AP00339050	711805	LAW OFFICE OF ROBERT DAVID MI	01/26/11	796 25	MW	OH	B7	
AP00339051	708879	LAW OFFICES OF SUSAN M EDMONS	01/26/11	2,509 00	MW	OH	B7	
AP00339052	403426	LEIMER BROTHERS INC	01/26/11	13,283 15	MW	OH		
AP00339053	709682	LEOPOLD, WILLIAM E	01/26/11	5,950 00	MW	OH	RE	
AP00339054	123026	LIGGIOS TIRE AND SERVICE CENT	01/26/11	618 39	MW	OH		
AP00339055	707090	LINEBARGER GOGGAN BLAIR & SAM	01/26/11	3,195 32	MW	OH		
AP00339056	707090	LINEBARGER GOGGAN BLAIR & SAM	01/26/11	847 45	MW	OH		
AP00339057	707090	LINEBARGER GOGGAN BLAIR & SAM	01/26/11	3,585 14	MW	OH		
AP00339058	707090	LINEBARGER GOGGAN BLAIR & SAM	01/26/11	2,004 51	MW	OH		
AP00339059	710874	LORI A BOTELLO ATTORNEY AND C	01/26/11	113 75	MW	OH	B7	
AP00339060	708744	LOUNDS, DONALD	01/26/11	5 74	MW	OH		

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AP00339061	705152	LOVE, PAUL	01/26/11	357 50	MW	OH	B7	
AP00339062	710563	LUCK COMPANY, THE	01/26/11	750 00	MW	OH		
AP00339063	136200	M & D DISTRIBUTORS	01/26/11	4,354 43	MW	OH		
AP00339064	709123	M FOX CURL AND ASSOCIATES PC	01/26/11	1,507.35	MW	OH	B7	
AP00339065	700160	MAHONEY, KAREN A	01/26/11	1,891 50	MW	OH	B7	
AP00339066	131540	MAINLAND PHARMACY	01/26/11	139 01	MW	OH		
AP00339067	709125	MALONEY & PARKS LLP	01/26/11	585 00	MW	OH	B7	
AP00339068	713076	MARTIN, JOHN	01/26/11	100 00	MW	OH	RE	
AP00339069	705424	MASTER WORD SERVICE INC	01/26/11	616 46	MW	OH		
AP00339070	401374	MATTHEW BENDER & COMPANY INC	01/26/11	144 08	MW	OH		
AP00339071	705185	MAUZY, BRUCE	01/26/11	1,020 50	MW	OH	B7	
AP00339072	404930	MCCARNES, LOIS	01/26/11	552 50	MW	OH	B7	
AP00339073	708527	MCNAIR, COREY	01/26/11	101 00	MW	OH		
AP00339074	701600	MICRO AIR OF TEXAS INC	01/26/11	510 00	MW	OH		
AP00339075	705354	MILLER, JARVIS	01/26/11	52 50	MW	OH		
AP00339076	406517	MILLER, MICHELE C	01/26/11	502 50	MW	OH		
AP00339077	401165	MIRACLE RECREATION EQUIPMENT	01/26/11	340 00	MW	OH		
AP00339078	712989	MORALES, TINA	01/26/11	15 00	MW	OH		
AP00339079	710357	MORRIS, PHILLIP W	01/26/11	1,365 00	MW	OH	B7	
AP00339080	134056	MOTOROLA SOLUTIONS INC	01/26/11	8,991 05	MW	OH		
AP00339081	710385	MUNRO'S UNIFORM SERVICES LTD	01/26/11	1,476 96	MW	OH		
AP00339082	410704	NATIONAL GUARDIANSHIP ASSOCIA	01/26/11	250 00	MW	OH		
AP00339083	400707	NICKELSON, LINDA J	01/26/11	1,833 00	MW	OH	B7	
AP00339084	711213	NRG ENERGY INC	01/26/11	100 00	MW	OH		
AP00339085	712962	O'BRIEN, KEVIN	01/26/11	44 86	MW	OH		
AP00339086	711748	OLIVER, RICHARD K	01/26/11	780 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00339087	703084	OMNI BASE SERVICES INC	01/26/11	6 00	MW	OH		
AP00339088	703084	OMNI BASE SERVICES INC	01/26/11	1,265 86	MW	OH		
AP00339089	703084	OMNI BASE SERVICES INC	01/26/11	438 00	MW	OH		
AP00339090	703084	OMNI BASE SERVICES INC	01/26/11	431 10	MW	OH		
AP00339091	704067	ORDAZ, WILLIAM	01/26/11	167 50	MW	OH		
AP00339092	400105	OWEN ELECTRIC SUPPLY	01/26/11	1,737 81	MW	OH		
AP00339093	155036	OZARKA NATURAL SPRING WATER	01/26/11	221 51	MW	OH		
AP00339094	705290	PALMER, MICHAEL	01/26/11	666 25	MW	OH	B7	
AP00339095	400727	PARKER & POMPA INC	01/26/11	111 06	MW	OH		
AP00339096	711293	PARKS, TAMRA	01/26/11	1,013 12	MW	OH	B7	
AP00339097	702817	PATE ENGINEERS INC	01/26/11	8,150 00	MW	OH		
AP00339098	705136	PENINSULA SANITATION SERVICE	01/26/11	400 00	MW	OH		
AP00339099	407601	PENINSULA SEPTIC SERVICE INC	01/26/11	3,860 50	MW	OH		
AP00339100	712071	PIER SYSTEMS INC	01/26/11	1,320 00	MW	OH		
AP00339101	712782	PIPE MASTER PLUMBING LLC	01/26/11	1,150 90	MW	OH		
AP00339102	405621	PORT SUPPLY	01/26/11	70 81	MW	OH		
AP00339103	706331	PRINTECH INC	01/26/11	1,971 00	MW	OH		
AP00339104	410679	PROPAC INC	01/26/11	1,000 00	MW	OH		
AP00339105	712275	Q C LABORATORIES INC	01/26/11	6,747 25	MW	OH		
AP00339106	705753	QUINTANILLA, DONNIE	01/26/11	325.00	MW	OH	B7	
AP00339107	055012	R B EVERETT & CO	01/26/11	49 70	MW	OH		
AP00339108	706403	REED ELSEVIER INC	01/26/11	479 00	MW	OH		
AP00339109	410432	REED, WILLIAM	01/26/11	47 50	MW	OH		
AP00339110	405218	RIOS, MARTHA	01/26/11	393 50	MW	OH		
AP00339111	400262	RITZ CAMERA CENTERS INC	01/26/11	749 98	MW	OH		
AP00339112	406506	ROELL, HOLLY C	01/26/11	484 25	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00339113	706328	ROSEMON, VANESSA R	01/26/11	102 00	MW	OH		
AP00339114	410635	RUSCELLI, VINCENT	01/26/11	250 00	MW	OH		
AP00339115	710577	RUSSELL, GREG	01/26/11	422 50	MW	OH	B7	
AP00339116	712413	RUZZO PATRICK J	01/26/11	325 00	MW	OH	B7	
AP00339117	711909	SADLER, ANDREA	01/26/11	2,843 75	MW	OH	B7	
AP00339118	191023	SANTA FE AUTO PARTS INC	01/26/11	3,687 70	MW	OH		
AP00339119	704614	SCHNEIDER ELECTRIC BUILDINGS	01/26/11	1,640 00	MW	OH		
AP00339120	702664	SCHWAB, TAYLOR	01/26/11	578 50	MW	OH	B7	
AP00339121	701888	SCOTT, SHELBY	01/26/11	747 50	MW	OH	B7	
AP00339122	192229	SEARS ROEBUCK AND COMPANY	01/26/11	1,269 97	MW	OH		
AP00339123	192146	SEASIDE ENTERPRISES INC	01/26/11	90 15	MW	OH		
AP00339124	192161	SHATTUCK, BOB	01/26/11	4,814 90	MW	OH	EX	
AP00339125	711193	SHELMARK ENGINEERING L L C	01/26/11	3,782 60	MW	OH		
AP00339126	405858	SHELTERING HARBOUR	01/26/11	4,285 75	MW	OH		
AP00339127	400542	SHERWIN WILLIAMS PAINT CORP	01/26/11	347 75	MW	OH		
AP00339128	706313	SKUFCA, RICHARD	01/26/11	52 00	MW	OH		
AP00339129	430754	SMITH, JAMES DENNIS	01/26/11	715 00	MW	OH	B7	
AP00339130	711766	SOUTHWASTE DISPOSAL LLC	01/26/11	2,810 00	MW	OH		
AP00339131	707542	SPRINT SPECTRUM LP	01/26/11	261 73	MW	OH		
AP00339132	707013	STACEY VALDEZ & ASSOCIATES PL	01/26/11	195 00	MW	OH	B7	
AP00339133	194167	STATE BAR OF TEXAS	01/26/11	162 50	MW	OH		
AP00339134	404845	STENOGRAPH LLC	01/26/11	2,015 20	MW	OH		
AP00339135	713075	STERLING BANK	01/26/11	100 00	MW	OH	RE	
AP00339136	409104	STEVE'S WAREHOUSE TIRES	01/26/11	57 50	MW	OH		
AP00339137	093039	STEVEN-SHARON CORPORATION	01/26/11	120 20	MW	OH		
AP00339138	194514	STEVENS MARK W	01/26/11	897 00	MW	OH	B7	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00339139	404828	STEWART TITLE CO	01/26/11	250 00	MW	OH		
AP00339140	709091	STICKLER, TOMMY JAMES	01/26/11	1 314 00	MW	OH	B7	
AP00339141	708715	STREAM ENERGY	01/26/11	246 24	MW	OH		
AP00339142	404593	STROUHAL'S TIRE & RECAPPING P	01/26/11	1,129 32	MW	OH		
AP00339143	405722	SUN COAST RESOURCES INC	01/26/11	19,397 25	MW	OH		
AP00339144	VOID CONTINU	Void - Continued Stub	01/26/11	0 00	VM	OH		Void
AP00339145	195016	SUTHERLAND LUMBER SOUTHWEST I	01/26/11	1,833 82	MW	OH		
AP00339146	707246	TALLOW BRIAR SUNSET LP	01/26/11	100 00	MW	OH	RE	
AP00339147	410529	TAYLOR, ANGELA M	01/26/11	942 50	MW	OH	B7	
AP00339148	407773	TEXAS ASSOCIATION OF COUNTY A	01/26/11	415 00	MW	OH		
AP00339149	709875	TEXAS OUTHOUSE INC	01/26/11	280 00	MW	OH		
AP00339150	202267	TEXAS PARKS AND WILDLIFE DEPT	01/26/11	6,907 60	MW	OH		
AP00339151	202267	TEXAS PARKS AND WILDLIFE DEPT	01/26/11	180 20	MW	OH		
AP00339152	406578	TEXAS STATE UNIVERSITY SAN MA	01/26/11	100 00	MW	OH		
AP00339153	700583	TORRES, ROBERTO	01/26/11	931 66	MW	OH	B7	
AP00339154	710399	TPM INC	01/26/11	100 00	MW	OH	RE	
AP00339155	700925	TRAVIS COUNTY	01/26/11	395 00	MW	OH		
AP00339156	711227	TRIPLE B SERVICES LLP	01/26/11	1007,866 53	MW	OH		
AP00339157	709465	TRUE COURAGE	01/26/11	100 00	MW	OH	RE	
AP00339158	710161	TUBING AND METRICS HYDRAULICS	01/26/11	468 03	MW	OH		
AP00339159	703929	TXU ENERGY RETAIL COMPANY LP	01/26/11	216 37	MW	OH		
AP00339160	710003	U S ENERGY SAVINGS CORP	01/26/11	174 72	MW	OH		
AP00339161	701538	UNITED PARCEL SERVICE	01/26/11	200 38	MW	OH		
AP00339162	709761	USA MOBILITY WIRELESS INC	01/26/11	523 60	MW	OH		
AP00339163	402812	UTMB	01/26/11	48 61	MW	OH		
AP00339164	703768	VALLEY SERVICES INC	01/26/11	36 888 24	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00339165	702999	VANDIVER, XOCHITL	01/26/11	60 00	MW	OH		
AP00339166	710614	VEGA RESOURCES LLC	01/26/11	200 00	MW	OH		
AP00339167	709708	VIDEO INSIGHT INC	01/26/11	2,525 00	MW	OH		
AP00339168	712225	VILLA, CLAUDIA R	01/26/11	325 00	MW	OH	B7	
AP00339169	712300	WALKER, BEVERLEY	01/26/11	260 00	MW	OH	B7	
AP00339170	702057	WALKER, MARGARET W	01/26/11	300 00	MW	OH	B7	
AP00339171	402963	WASTE MANAGEMENT INC	01/26/11	4,364 32	MW	OH		
AP00339172	712330	WATKINS, GENE ANTONE	01/26/11	162 50	MW	OH	B7	
AP00339173	701863	WEBER, WINIFRED B	01/26/11	260 00	MW	OH	B7	
AP00339174	700273	WELSH, MATTHEW SEAN	01/26/11	925 00	MW	OH		
AP00339175	701533	WEST PUBLISHING CORPORATION	01/26/11	15,487 62	MW	OH		
AP00339176	711985	WRIGHT-GIDLEY, JODI	01/26/11	109 20	MW	OH		
AP00339177	711800	ZIENTEK, JOSHUA	01/26/11	130 00	MW	OH	B7	
AP00339178	711209	ZOLL, ERIKA SUSAN	01/26/11	97 50	MW	OH	B7	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	2
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	2425 460 42	Number of Checks Processed	298
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	2425,460 42		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000111	404603	BAKER, STEPHEN W	01/26/11	978 50	CX	OH	B7	
FT00000112	161059	BOB PAGAN FORD INC	01/26/11	1,218 36	CX	OH		
FT00000113	403006	KEYWORTHS HARDWARE INC	01/26/11	90 34	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	2,287 20	Number of Checks Processed	3
S U B T O T A L	2,287 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	2
		Total Void Hand Written		0 00			Number of Checks Processed	0
		Total Machine Written		2425,460 42			Number of Checks Processed	298
		Total Hand Written		0,00			Number of Checks Processed	0
		Total Reversals		0 00			Number of Checks Processed.	0
		Total Cancelled		2,287 20			Number of Checks Processed	3
		G R A N D T O T A L		2427,747 62				

AGENDA ITEM #3b

ORDER

On this the 26th day of January 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 **absent**
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 **absent**
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 Jan 19th, 2011 and being salary warrant numbers **PY0332235 through PY0332257. EFT90288431 through EFT90289737.** The gross amount of such warrants are estimated **$ 2,888,684.04 for Biweekly Payroll #002, 2011.**

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

BY COMMISSIONER **O'BRIEN** THE ABOVE ORDER WAS PASSED THIS **26TH** DAY

OF **JAN.**, 2011 with **3** votes cast in favor thereof and **0** votes cast against

COUNTY OF GALVESTON, TEXAS

~~Mark A. Henry, County Judge~~
Patrick Doyle

ATTEST

Dwight D. Sullivan
County Clerk

By: **Brandy Chapman** Deputy
Brandy Chapman

RECOMMENDED

Cliff Billingsley, CPA
County Auditor

AGENDA ITEM #4a

ORDER

On this 26th day of January, 2011, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge absent
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 absent
Dwight D. Sullivan, County Clerk

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

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly Health Insurance claims of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 made by Boon Chapman for the month ending November 30, 2010 the gross amount of such payment being $872,238.56

UPON MOTION OF THE COUNTY COMMISSIONER HOLMES AND SECONDED BY COMMISSIONER O'BRIEN the above order was passed this 26TH DAY OF JANUARY, 2011 with 3 votes cast in favor thereof and 0 votes cast against

County of Galveston, Texas

~~Mark Henry,~~ County Judge
Patrick Doyle

ATTEST

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

RECOMMENDED:

Cliff Billingsley, CPA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - MNB3010008898
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013056)
November 30, 2010

BALANCES PER THE BANK		BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK		$ 90,265 11	$ 872,372 40	$ 930,140 36	$ 32,497 15
DEPOSITS IN TRANSIT					
PRIOR MONTH CLAIMS FUNDING					
		-			-
CURRENT MONTH CLAIMS FUNDING					-
			-		-
OUTSTANDING CHECKS					
PRIOR MONTH					
	28,149 71	(28,149 71)		(28,149 71)	-
CURRENT MONTH					
	28,149 71			28,149 71	(28,149.71)
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
OS list for original amount of $1,100 80		1,100 80			1,100 80
10/27/10 Stop Loss Check-file not snt by admin		(57,901 80)		(57,901 80)	-
					-
ADJUSTED BALANCES PER BANK		$ 5,464 05	$ 872,372 40	$ 872,238 56	$ 5,597 89

BALANCES PER THE BOOKS	BEGINNING	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 5,364 76	$ 872,238 56	$ 872,238 56	$ 5,364 76
ADJUSTMENTS				
				-
Interest				-
October-10	99 29			99 29
November-11		133 84		133 84
ADJUSTED BALANCES PER THE BOOKS	$ 5,464 05	$ 872,372 40	$ 872,238 56	$ 5,597 89

MNB

DATE 11/30/10
ACCOUNT NUMBER 3010008898
ENCL 2

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	2
ACCOUNT NUMBER	3010008898	Statement Dates 11/01/10 thru 11/30/10	
PREVIOUS BALANCE	90,265.11	DAYS IN THE STMT PERIOD	30
5 DEPOSITS/CREDITS	872,238 56	AVERAGE DAILY BALANCE	94,966 58
6 CHECKS/DEBITS	930,140 36	AVERAGE COLLECTED BAL	94,966 58
SERVICE CHARGE	00	Interest Earned	133 84
INTEREST PAID	133 84	Annual Percentage Yield Earned	1 73%
CURRENT BALANCE	32,497 15	2010 Interest Paid	2,860 36

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

AGENDA ITEM #4b

ORDER

On this the 26th day of January, 2011, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge absent
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 absent
Dwight D. Sullivan, County Clerk

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

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly Workers' Compensation claims of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by The Littleton Group for the month ending November 30, 2010 the gross amount of such payment being $76,745.97

UPON MOTION OF THE COUNTY COMMISSIONER HOLMES AND SECONDED BY COMMISSIONER O'BRIEN the above order was passed this 26TH DAY OF JANUARY, 2011 with 3 votes cast in favor thereof and 0 votes cast against

County of Galveston, Texas

~~Mark Henry~~, County Judge,
Patrick Doyle

ATTEST:

Dwight D. Sullivan
County Clerk
By: Brandi Chapman Deputy

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)
November 30, 2010

BALANCES PER THE BANK

		BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK		$ 44,339 96	$ 76,933 26	$ 100,030 76	$ 21,242 46
DEPOSITS IN TRANSIT					
PRIOR MONTH					
		-		-	-
			-		-
OUTSTANDING CHECKS					
PRIOR MONTH					
	46,495 24	(46,495 24)		(46,495 24)	-
CURRENT MONTH					
	22,144 45			22,144 45	(22,144 45)
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
10/18/10 claims funded 11/3/10 EFT 12000		1,066 00		1,066 00	-
10/20/10 Stop Payment Charge		30 00			30 00
10/20/10 Stop Payment Charge		30 00			30 00
11/4/10 EFT12003 over funded			(0 20)		(0 20)
					-
					-
ADJUSTED BALANCES PER BANK		$ 1,226 40	$ 76,933 06	$ 76,745 97	$ 1,413 49

BALANCES PER THE BOOKS

	BEGINNING	RECEIPTS	DISBURSEMENTS	ENDING
IFAS	$ 158 62	$ 76,905 97	$ 76,745 97	$ 318 62
Book Adjustments				-
10/13/10 Cks 12402 & 12415 Reversed	1,041 18			1,041 18
				-
Interest				-
October 2010	26 60			*26 60*
November 2010		27 09		27 09
				-
				-
				-
ADJUSTED BALANCES PER THE BOOKS	$ 1,226 40	$ 76,933 06	$ 76,745 97	$ 1,413 49

MNB

Moody Online

DATE 11/30/10
ACCOUNT NUMBER 3010009748
ENCL 101

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	101
ACCOUNT NUMBER	3010009748	Statement Dates 11/01/10 thru	11/30/10
PREVIOUS BALANCE	44,339 96	DAYS IN THE STMT PERIOD	30
13 DEPOSITS/CREDITS	76,906 17	AVERAGE DAILY BALANCE	21,975 98
101 CHECKS/DEBITS	100,030 76	AVERAGE COLLECTED BAL	21,975 98
SERVICE CHARGE	00	Interest Earned	27 09
INTEREST PAID	27 09	Annual Percentage Yield Earned	1 51%
CURRENT BALANCE	21,242 46	2010 Interest Paid	298 17

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

AGENDA ITEM #5

THE COUNTY OF GALVESTON

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

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modlewski, CPA
First Assistant, Director of Accounting

January 26, 2011

Honorable Judge Mark Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court:

Attached for your consideration is the Internal Audit Report of the Cash Counts of the Tax Office's League City, Texas City, and Galveston branch locations that were conducted on December 8, 2010, December 13, 2010, and December 14, respectively. Also attached is Honorable Cheryl E. Johnson's response memo dated January 11, 2011.

Sincerely,

Cliff Billingsley, CPA
County Auditor

cc: Honorable Cheryl E. Johnson, Galveston County Tax Assessor/Collector

Attachments: Internal Audit Report of Cash Counts of Tax Office's Branch Locations
Response Memo, Honorable Cheryl E. Johnson

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

Date: January 6, 2011

To: Honorable Cheryl E Johnson
Galveston County Tax Assessor/Collector

From: Mike Allison MCA

Re: Cash Counts of the Tax Office's League City, Texas City and Galveston branch locations

---

Surprise cash counts of the Tax Office's League City, Texas City and Galveston branch locations were conducted on December 8, 2010, December 13, 2010, and December 14, 2010, respectively. The objectives of the cash counts were to determine if all collections had been accounted for at the time of the cash counts, and if the collections were properly handled and deposited in a timely manner

Collections accounted for
At the time of the surprise cash counts, all collections were accounted for at all three locations

Collections handled properly
It is a very important control for collections to be properly handled and deposited in a timely manner. For collections to be handled properly they must be safeguarded against loss; therefore, all negotiable instruments must be kept secured at all times and deposited on a daily basis

Finding

In the League City location, two deputies were observed leaving their keys in their cash drawers and leaving their workstations At the Galveston location, a deputy left the checks collected unsecured (on her desk) when she left her workstation Both of these occurrences exposed their cash to theft from the public and from co-workers

Recommendation

TOCC-11-01: Continue to stress the importance of securing collections when leaving their workstations by securing the collections in the cash drawers, locking the cash drawers and taking their keys with them.

Deposited in a timely manner
Collections are being deposited in a timely manner (daily), minimizing exposure to loss.

Efficiency of Closeout Process

The time it takes the branches to perform the daily closeouts has significantly improved since the last surprise cash counts were done by this office. We believe it was partially due to each supervisor and branch manager being required to gain proficiency in using 10-key calculators by touch

Conclusion

At the time of the surprise cash counts, all collections were accounted for at the three branch locations. Cash drawers not in use were locked and stored in a locked safe at all times In League City, two deputies were observed leaving their keys in the cash drawers and leaving their workstations. In Galveston, a deputy left checks that had been collected on her desk and left her workstation. Both of these occurrences exposed their cash to theft from the public and from co-workers.

We would like to commend the Tax Assessor/Collector and her staff for the improvement in the time it takes to perform the daily closeouts. All of the supervisors and managers were observed operating 10-key calculators by touch

We would like to thank the Tax Assessor/Collector and her staff for their cooperation and assistance

cc: Ron Chapa, CPA

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

January 11, 2011

Mr. Cliff Billingsley, CPA
County Auditor
722 Moody Avenue
Galveston, Texas 77550

Subject: Cash Count Audit

Dear Mr. Billingsley:

I have received and reviewed the Cash Count Audit of the League City, Texas City and Galveston branch locations and once again wish to express my appreciation to you and your staff for efforts to improve the performance of the Galveston County Tax Office while continuing to increase our systems of internal control. My response to your recommendation follows:

> **Recommendation TOCC-11-01:** Continue to stress the importance of securing collections when leaving their workstations by securing the collections in the cash drawers, locking the cash drawers and taking their keys with them.
>
> As you know, GCTO policy requires cashiers to secure their funds at all times. Failure to do so results in disciplinary action. The individuals who were observed leaving keys in their cash drawer and unsecured checks on the desk have been retrained on the importance of securing funds.

Thank you for recognizing the improvement in the closeout process. Staff has worked diligently to improve their skills and will appreciate that their efforts were reflected in the audit.

Once again, I greatly appreciate the assistance, guidance, and support that have been provided by the County Auditor's Office over the last six years. As a team, we have been able to realize amazing improvements in the conduct of business in the Tax Office. Please extend my appreciation to all who have contributed to our success.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

cc: Sheryl Swift, Chief Deputy Operations
Mike Allison
Ron Chapa, CPA

AGENDA ITEM #6a

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

January 18, 2011

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver of penalty & interest
5313-0000-0014-000
Maria Arocho

Dear Judge Henry.

Ms Arocho is requesting a waiver of the penalty and interest assessed on the account number referenced above

According to the Texas Property Tax Code Section 31 01 (g) " failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax "

The homeowner states she did not receive a 2009 tax statement because she had moved She also stated she was unaware of the need to notify the Galveston Central Appraisal District to change her address.

Account #	Year	Waiver
5313-0000-0014-000	2009	$ 419.71

Sincerely,

Cheryl E Johnson

b

Dear judge Yarbrough

I am writing to the commissions court today regarding account number 5313-000-0014-000. I have been living in Texas for about 1 year now. My husband Pablo Arocho has been hospitalized and in the intensive care unit since January 13 of this year. He is currently still in a ventilator and has not been able to move on his own since he's been in the hospital. Since he's been there he has had a heart attack and his lungs have failed him. I found out today that because I have not done my property taxes for the previous year I am being charged an extra $400 in fees. I never got the letter because it was mailed to my prior home located at 13427 Lakeland Rd whittier, CA 90605. I wasn't really aware of it because my husband would usually take care of all the bills. As of now, we are really struggling financially because my husband has not been able to return to work since he got sick. We changed the mailing address and have been receiving all of our mail at our current address 4410 Nicolini St in Dickinson, TX but I was not aware that we also had to change the mailing address so that we would get our property taxes. I ask you that you would please do something to reduce or cancel those extra fees altogether. We will still pay the property taxes that we have to pay but my family really needs help. I currently have a part time job at the census offices cleaning them every morning but with the medical bill pilling up I am really short on money. Please help us out. I would really appreciate if we can hear a response from you. You can contact us at (281) 678-7715 at anytime or write us back to our address 4410 Nicolini St Dickinson TX 77539 I am looking forward to getting a response for you.

Once again thank you for you time,

Maria Arocho

Maria Arocho

AGENDA ITEM #6b

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

January 18, 2011

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE. Request for waiver/refund of penalty & interest
Daniel T Hunter
1650-0000-0001-025

Dear Judge Henry

Mr Daniel T Hunter is requesting a waiver/refund of the penalty and interest on the above referenced account

The property owner states, the reason for the delinquency is due to a title company error The title company overlooked one of the tax accounts The 2010 tax statement was forwarded to the executor's address in a timely manner and included the 2009 delinquency

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District

There are no provisions in the Tax Code to address this issue

Account No	Year	Refund
1650-0000-0001-025	2009	$ 213 48

Sincerely,

Cheryl E Johnson

November 29, 2010

The Honorable James D. Yarbrough
Galveston County Judge, Commissioners Court
722 Moody
Galveston, TX 77550

Dear Judge Yarbrough·

This letter is a request for reimbursement of penalties for past due property taxes for the property of the late Daniel T. Hunter, 1512 Hughes Road, Dickinson, TX 77539. The circumstances resulting in the delinquent property taxes were extraordinary and are as follows·

- Daniel T. Hunter (Dan) passed away in June 2009. Anitra D. Poston is the executor Mr. Hunter's estate.

- Mr. Hunter's home and property at 1512 Hughes Rd, Dickinson was sold on February 10, 2010. This property has multiple tax accounts with Galveston County: 165000000001026 and 165000000001025. The latter is the account in question.

- The title company that executed the closing, Lawyers Title in League City, overlooked that there were multiple tax accounts and did not include the taxes for the account ending in **1025** in the final closing settlement. Thus, $468.47 in taxes was not paid. The title company stated they've never seen a property with multiple tax accounts.

- We were not made aware of the title company's error until the evening of November 9, 2010 when we received the 2010 tax bill in the mail. This bill was addressed to Mr. Hunter, at the Hughes Road address, and was forwarded to our home address, as we had all his mail forwarded shortly after his passing. According to the USPS, mail is usually forwarded for 6 months, but luckily this was forwarded to us nearly 18 months later so we could learn of the error and rectify it.

- After investigating with the title company as soon as they opened on November 10, the error was discovered and it was confirmed that Mr. Hunter's estate was liable for the taxes, neglected only due to the title company's error.

- The taxes were then immediately paid on November 10: $468.47 for 2009 taxes and $205 12 in late penalties.

We are requesting a reimbursement of the $205.12 in penalty fees due to the circumstances and lack of fault of our own. The taxes were late primarily due to the title company's error. Also potentially contributing was that all mail addressed to Mr. Hunter in Dickinson was likely not forwarded for much of 2010, thus we did not receive any delinquent tax notices until November 2010.

My wife (Anitra) and I are very responsible individuals and have never been late on our own property taxes for our Clear Lake (Harris County) home, or any other financial obligations for that matter. It should also be noted that we paid the 2009 taxes for Mr. Hunter within minutes of confirming an error occurred at that we were liable for the unpaid taxes.

Thank you for your consideration for reimbursing the $205.12 in penalty fees.

Sincerely,

Benjamin Poston &
Anitra Poston,
Executor for the Estate of Daniel T Hunter

14810 Gold Mesa Trail
Houston, TX 77062
281-990-7767

AGENDA ITEM #6c

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277
Cheryl E Johnson@co galveston tx us

January 18, 2011

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE Request for waiver of penalty & interest
Port Bolivar Marine Services
c/o Tammy Dafonte
8600-0673-6007-000

Dear Judge Henry·

Port Bolivar Marine Services is requesting a waiver of the penalty and interest on the above referenced account

The business owner states she came into our office to pay taxes but that the clerk could not locate her account in the system Statements were mailed to the same address listed in previous years The business account was deleted for 2009 but reinstated in April of 2010 per the Galveston Central Appraisal District

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District

There are no provisions in the Tax Code to address this issue

Account No	Year	Waiver
8600-0673-6007-000	2008	$ 2,428 03

Sincerely,

Cheryl E Johnson

Ownership Change Report

GALVESTONCAD

Date Range 04/01/2010 - 04/30/2010 **Sorted by** Property ID **Property Types** ALL

Taxing Units C56, C30, C31, C32, C33, C34, C36, C37, C38, C46, C54, C58, D01, D02, F01, GGA, J01, J05, M04, M05, M07, M09, M12, N01, RFL, S10, S11, S13, S14, S15, T01, T02, T03, T04, T05, T06, T07, T08, T09, T10, W01, W04, M01, T11, C40, T12, M18

Quick-Ref ID/Property ID	Legal Description	Taxing Units
QID P507810 **PID** 8600-0661-3975-002 **Owner Chg Reason** **Owner Chg Date** **Name/Addr Chg Rsn** NEW **Name/Addr Chg Dt**	BUSINESS PERSONAL PROPERTY **Current Owner Information** O0035461 **Previous Owner Information** K HOVNANIAN OF HOUSTON II LLC 13111 NORTHWEST FWY STE 200 HOUSTON, TX 77040-6311	GGA,CAD,S16,RFL,C40 **Instrument** **Deed Date** **Inst. Type**
QID P507811 **PID** 8600-0661-3975-003 **Owner Chg Reason** **Owner Chg Date** **Name/Addr Chg Rsn** NEW **Name/Addr Chg Dt**	BUSINESS PERSONAL PROPERTY **Current Owner Information** O0035461 **Previous Owner Information** K HOVNANIAN OF HOUSTON II LLC 13111 NORTHWEST FWY STE 200 HOUSTON, TX 77040-6311	S11,GGA,J05,CAD,M15,RFL,C40 **Instrument** **Deed Date** **Inst. Type**
QID P507805 **PID** 8600-0662-7047-000 **Owner Chg Reason** **Owner Chg Date** **Name/Addr Chg Rsn** NEW **Name/Addr Chg Dt** 04/28/10	BUSINESS PERSONAL PROPERTY - LOCATED IN TEXAS CITY TX TCISD GALVESTON CO TUG30 **Current Owner Information** O0045415 **Previous Owner Information** THE SHAW GROUP INC 4171 ESSEN LANE BATON ROUGE, LA 70809	GGA,J05,CAD,S18,C31,RFL **Instrument** **Deed Date** **Inst. Type**
QID P507764 **PID** 8600-0670-3631-000 **Owner Chg Reason** **Owner Chg Date** **Name/Addr Chg Rsn** NEW **Name/Addr Chg Dt** 04/19/10	BUSINESS PERSONAL PROPERTY - LOCATED IN LEAGUE CITY CCISD GALVESTON CO TUG52 **Current Owner Information** O0045167 **Previous Owner Information** JK HARRIS & CO LLC 208 SAINT JAMES AVE STE A GOOSE CREEK, SC 29445	GGA,CAD,S16 RFL,C40,M10 **Instrument** **Deed Date** **Inst. Type**
QID P507774 **PID** 8600-0671-4702-000 **Owner Chg Reason** **Owner Chg Date** **Name/Addr Chg Rsn** NEW **Name/Addr Chg Dt** 04/21/10	BUSINESS PERSONAL PROPERTY - LOCATED IN LEAGUE CITY TX CCISD GALVESTON CO TUG5 **Current Owner Information** O0045285 **Previous Owner Information** MERCK FABRICATION LLC 2530 LEISURE LN LEAGUE CITY, TX 77573-6802	GGA,CAD,S16,RFL,C40 **Instrument** **Deed Date** **Inst. Type**
* **QID** P291168 **PID** 8600-0673-6007-000 **Owner Chg Reason** **Owner Chg Date** **Name/Addr Chg Rsn** RES ? **Name/Addr Chg Dt** 04/08/10	PERSONAL PROPERTY FURNITURE FIXTURES EQUIPMENT INVENTORY MOTOR VEHICLES IN PORT BOLIVAR TX GISD **Current Owner Information** O258323 **Previous Owner Information** PORT BOLIVAR MARINE SERVICES INC PO BOX 506 PORT BOLIVAR, TX 77650-0506	GGA,CAD,J01,RFL,S10 **Instrument** **Deed Date** **Inst. Type**

Jesse
ex 4c3

Re-style of Name or Address
(Re-instated)

12/14/10
Called GCAD

COPY

COPY

JUN 18 PM 2:13 2010
DISTRICT CLERK
GALVESTON COUNTY, TX.

Regarding Suit # 10TX0347

Dear Honorable Court,

I have a situation involving my taxes and human error. In 2008, a few months before the storm hit, I went to the 21st Street courthouse to pay some of my taxes, both personal and business. With tax statements in hand, the assistant said she could not find my account in the system. Sounds bizarre, I know! She said she could not accept payment for something that was not in the system. (I should have wrote her name + date down on statement, but only wrote a note on it about her not finding acct.)
Then came "IKE". So up until now, I have heard nothing about these taxes. One May 28, 2010, I was served papers! Being sued for non-payment on these taxes so the same day I went to every tax office and attorney regarding this matter to get answers, because now they find it in the system and have charged with penalties + court fees, etc.
I was told I could make payment arrangements, which is fine. Except I feel I should not have to pay all of the add ons to these.

So I am asking the court to please consider the circumstances and dismiss some of these fees.
Because in all honestly, I did try to pay and the system did not allow me to Technology is great, sometimes, but its the human error behind it that makes it fail.

Thank-You for listening

Port Colinai Marine Service

Tammy B Dupte
office Manager

To whom it may concern, 11/30/10

On Nov 19th 2010 went to District Court as directed.

Tax Master Thomas W. McQuage informed us at that time that, this issue should have been filed with the Commissioners Court, and a letter also should have been filed with the Tax Office.

So Today November 30th 2010, I am again submitting my request to waive penalty & interest.

Thank You

Sammy L Dante

RECEIVED

NOV 30 2010

COLLECTIONS

Regarding Suit # 10TX0347

Dear Honorable Court, June 17th 2010

I have a situation involving my taxes and human error. In 2008, a few months before the Storm hit, I went to the 21st Street Courthouse to pay some of my Taxes, both personal and business. With Tax Statements in hand, the assistant said she could not find my account in the system, Sounds bizarre, I know!! She said she could not accept payment for something that was not in the system. (I should have written her name & date down on the statement) but I was so flustered I only made a quick note about her not finding the account.

Then Came "IKE". So up until now, I have heard nothing about these taxes. On May 28th 2010, I was served papers, and was being sued for nonpayment on the taxes. That same day I went to every tax office and to the attorneys regarding this matter. I had to get answers, because now, they find it in the system and I'm being charged with penalties & court fees and interest, etc.

I was told I could make payment arraignments, which is fine. Except I feel I should not have to pay all of the add ons to my tax bill. So I am asking the court to please consider the circumstances and dismiss some of these fees, because in all honesty, I did try to pay and the system did not allow me to. Technology is great sometimes, but it's the human error behind it that makes it fail.

Thank you for listening

Port Bolivar Marine Service

Tammy B Dyonte

AGENDA ITEM #7a

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 19, 2011

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

Re. Bid #B111025, Caroline Street Pavement Reconstruction

Gentlemen,

On January 13, 2011 bids were opened for Bid #B111025, Caroline Street Pavement Reconstruction, at which time six (6) bids were received. The lowest responsible bid was received from AAA Asphalt Paving, Inc., in the amount of $735,066.50.

The County Engineer and I recommend that you award this bid to AAA Asphalt Paving, Inc

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

/dam

Attachments

McCullough, Darla

From· Fitzgerald, Mike
Sent: Tuesday, January 18, 2011 5 43 PM
To. Crowder, Rufus
Cc. 'mark@talonairservices com', Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, 'clarkken@juno com', Clark, Ken, Gilliam, Cindy, Mabry, Celia-Frances, McCullough, Darla, Robertson, Elizabeth, Grady, Patricia, Lewis, Roxann, Lopez, Renelle
Subject Fw Caroline Street Pavement Reconstruction Bids
Attachments Bid Tab pdf

Attached is the bid tabulation for Caroline St Pavement Reconstruction road bond project It is my recommendation that the project be awarded to the low responsible bidder, AAA Asphalt Paving Inc, per their bid in the amount of $735,066 50

-----Original Message-----
From Randall J Liska <randyl@shelmark net>
To Fitzgerald, Mike
CC Marcus Michna <mjmichna@shelmark net>
Sent Mon Jan 17 14 28 29 2011
Subject Caroline Street Pavement Reconstruction Project Bid Tab

Mike

Attached is the bid tab for the Caroline Street Pavement Reconstruction Project

There are several inconsistencies in the bid proposals that were submitted by AAA Asphalt Paving, James Construction, Matula and Matula and Mullen Asphalt Paving These inconsistencies are as follows

AAA Asphalt Paving entered an incorrect amount in the Site Work Subtotal The remainder of the bid proposal was correct

James Construction entered an incorrect amount in the Add Alternate Total Price space The Total Bid amount was also incorrect due to the incorrect amount being entered in the Add Alternate Total Price space

Matula and Matula entered an incorrect amount in the Total Base Bid space and this error also cause the Total Bid amount to be incorrect

Mullen Asphalt Paving rounded Site Work items 3 and 7 to the nears dollar Mullen appears to have miss added the subtotals for both the Site Work and the Roadway and Pavement sections Since the Site Work and Roadway and Pavement sections were miss added, the Total Base Bid and the Total Bid amounts are incorrect

There were no errors in the bid proposals for Metro City Construction and Durwood Greene Construction

All of the errors in the bid tab are indicated in red

If you have any questions, please call me at (409) 935-9986

Thanks

Randy

Randall J Liska, P.E

SHELMARK ENGINEERING, LLC

8419 EF Lowry Expressway - Suite 120

Texas City, Texas 77591

T.B P E Registration F-002115

409-935-9986 Fax: 409-938-8706

Website www shelmark net <http://www shelmark net/>

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CAROLINE STREET BOND PROJECT GALVESTON COUNTY TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	AAA ASPHALT PAVING INC UNIT PRICE	AAA ASPHALT PAVING INC TOTAL PRICE	METRO CITY CONSTRUCTION LP UNIT PRICE	METRO CITY CONSTRUCTION LP TOTAL PRICE	JAMES CONSTRUCTION UNIT PRICE	JAMES CONSTRUCTION TOTAL PRICE	MATULA & MATULA CONSTRUCTION INC UNIT PRICE	MATULA & MATULA CONSTRUCTION INC TOTAL PRICE	MULLEN ASHPHALT PAVING UNIT PRICE	MULLEN ASHPHALT PAVING TOTAL PRICE	DURWOOD GREENE CONSTRUCTION UNIT PRICE	DURWOOD GREENE CONSTRUCTION TOTAL PRICE
CAROLINE STREET (3 507 64 LF 0 66 MI)																
SITE WORK																
1	500	Sitework Mobilization (Limited to 5% of Bid)	LS	1	$ 12 000 00	$ 12 000 00	$ 33 618 00	$ 33 618 00	$ 41 000 00	$ 41 000 00	$ 33,574 80	$ 33 574 80	$ 19 000 00	$ 19 000 00	$ 50 000 00	$ 50 000 00
2	100	Prepare Right of-way including Driveways Miscellaneous Stone Sidewalks Drainage Structures, Scrap Iron and Debris Complete	STA	35 1	$ 250 00	$ 8 775 00	$ 100 00	$ 3 510 00	$ 1 000 00	$ 35 100 00	$ 1 758 40	$ 61 719.84	$ 463 00	$ 16 251 30	$ 3 000 00	$ 105 300 00
3	502	Barricades Signs and Traffic Handling Complete-in-place	MO	3	$ 835 00	$ 2 505 00	$ 2 300 00	$ 6 900 00	$ 3 000 00	$ 9 000 00	$ 1 491 60	$ 4 474 80	$ 1 433 34	$ 4 300 02	$ 2 000 00	$ 6 000 00
4	See Plans	48"x48" County of Galveston County Project Sign Complete-in-place	LS	1	$ 1 500 00	$ 1 500 00	$ 835 00	$ 835 00	$ 1 600 00	$ 1 600 00	$ 382 20	$ 382.20	$ 500 00	$ 500 00	$ 1 500 00	$ 1 500 00
5	GC	Regrade Existing Roadside Ditch Suitable Excess Excavated Material may be Placed to Backfill Pavement Edges and Compacted to 95% Standard Proctor Density or Removed from Project by Contractor Complete-in-place	LF	5 684	$ 8 00	$ 45 472 00	$ 4 00	$ 22 736 00	$ 5 00	$ 28 420 00	$ 8 80	$ 50 019 20	$ 2 50	$ 14,210 00	$ 7 00	$ 39 788 00
6	464	Installation of 18-inch RCP culvert including pipe and cement stabilized sand (1 5 sack/ton) bedding and backfill complete-in-place	LF	211	$ 30 00	$ 6 330 00	$ 32 00	$ 6 752 00	$ 66 00	$ 13 926 00	$ 41 20	$ 8 693.20	$ 81 00	$ 17 091 00	$ 60 00	$ 12 660 00
7	464	Installation of 24 inch RCP culvert including pipe and cement stabilized sand (1 5 sack/ton) bedding and backfill complete-in-place	LF	748	$ 40 00	$ 29 920 00	$ 44 00	$ 32 912 00	$ 71 00	$ 53 108 00	$ 46 70	$ 34 931 60	$ 61 48	$ 45 987 04	$ 70 00	$ 52 360 00
8	464	Installation of 30-inch RCP culvert including pipe and cement stabilized sand (1.5 sack/ton) bedding and backfill complete-in-place	LF	314	$ 50 00	$ 15 700 00	$ 60 00	$ 18 840 00	$ 84 00	$ 26 376 00	$ 58.30	$ 18 306.20	$ 110 24	$ 34 615 36	$ 90 00	$ 28 260 00
9	464	Installation of 36-inch RCP culvert including pipe and cement stabilized sand (1 5 sack/ton) bedding and backfill complete-in-place	LF	80	$ 65 00	$ 5 200 00	$ 70 00	$ 5 600 00	$ 110 00	$ 8 800 00	$ 74 70	$ 5 976 00	$ 178 12	$ 14 249 60	$ 120 00	$ 9 600 00
10	464	Installation of 48-inch RCP culvert including pipe and cement stabilized sand (1 5 sack/ton) bedding and backfill complete-in-place	LF	128	$ 95 00	$ 12 160 00	$ 100 00	$ 12 800 00	$ 145 00	$ 18 560 00	$ 104 70	$ 13 401 60	$ 240 91	$ 30 836 48	$ 150 00	$ 19 200 00
11	467	Installation of 24-inch Safety End Treatment including cement stabilized sand (1 5 sack/ton) bedding and backfill, complete-in-place	EA	1	$ 1,200 00	$ 1 200 00	$ 1 088 00	$ 1 088 00	$ 600 00	$ 600 00	$ 1 922 30	$ 1 922 30	$ 4 987 50	$ 4 987 50	$ 2 000 00	$ 2 000 00
12		Installation of Special Junction Box; Complete-in-place	EA	1	$ 19 000 00	$ 19 000 00	$ 15 500 00	$ 15 500 00	$ 10 000 00	$ 10 000 00	$ 20 651 70	$ 20 651 70	$ 25,830 00	$ 25 830 00	$ 20 000 00	$ 20 000 00
13	560	Mailbox Assemblies including temporary relocating mailbox assemblies providing portable mailbox stands and installing permanent new standard mail boxes Complete-in-place	LS	1	$ 4,200 00	$ 4 200 00	$ 1 600 00	$ 1 600 00	$ 4 000 00	$ 4 000 00	$ 1 764 00	$ 1 764 00	$ 3 975 00	$ 3 975 00	$ 7 000 00	$ 7 000 00
14	540	Metal Beam Guardrail with Guardrail Delineator Marker Signs Complete-in-place	LF	80	$ 64 00	$ 5 120 00	$ 65 00	$ 5 200 00	$ 40 00	$ 3 200 00	$ 30 20	$ 2 416 00	$ 60 00	$ 4 800 00	$ 42.00	$ 3 360 00
15	637	Stop Sign Complete-in-place	EA	2	$ 445 00	$ 890 00	$ 450 00	$ 900.00	$ 420 00	$ 840 00	$ 229 30	$ 458 60	$ 595 00	$ 1 190 00	$ 400 00	$ 800 00
16	637	Stop Sign with Street Signs Complete-in-place	EA	5	$ 445 00	$ 2 225 00	$ 450 00	$ 2 250 00	$ 420 00	$ 2 100 00	$ 351 66	$ 1 758 30	$ 610 00	$ 3 050 00	$ 400 00	$ 2,000 00
17	637	30 MPH Speed Limit Sign Complete-in-place	EA	4	$ 445 00	$ 1,780 00	$ 450 00	$ 1 800.00	$ 280 00	$ 1 120 00	$ 211 70	$ 846 80	$ 595 00	$ 2 380 00	$ 400 00	$ 1 600 00
18	637	Relocate Existing TxDOT Road Sign Complete-in-place	EA	1	$ 295 00	$ 295 00	$ 310 00	$ 3-0 00	$ 110 00	$ 110 00	$ 211 70	$ 211 70	$ 380 00	$ 380 00	$ 300.00	$ 300 00
SUBTOTAL SITE WORK						**$ 174,272.00**		**$ 173 151.00**		**$ 257,860 00**		**$ 261 508.54**		**$ 243,533.30**		**$ 361,726 00**
STORM WATER POLLUTION PREVENTION PLAN																
1	See Plans	Storm Water Pollution Prevention Plan Complete In-Place	LS	1	$ 7 950 00	$ 7 950 00	$ 6 200 00	$ 6 200 00	$ 3 000 00	$ 3 000 00	$ 6 579 40	$ 6 579 40	$ 8 800 00	$ 8 800 00	$ 20 000 00	$ 20 000 00
SUBTOTAL STORM WATER POLLUTION PREVENTION PLAN						**$ 7,950 00**		**$ 6,200 00**		**$ 3,000 00**		**$ 6,579 40**		**$ 8,800 00**		**$ 20 000 00**
ROADWAY & PAVEMENT																
1	See Plans	Saw Cut Existing Asphaltic Roadway at Intersections for Removal of Existing Asphaltic Pavement Complete-in-place	LF	109	$ 5 00	$ 545 00	$ 5 00	$ 545 00	$ 6 00	$ 654 00	$ 1 80	$ 196 20	$ 6 00	$ 654 00	$ 15 00	$ 1 635 00
2	See Plans	Saw Cut Existing Concrete Roadway at Intersections for Removal of Existing Concrete Pavement Complete in place	LF	22	$ 8 50	$ 187 00	$ 5 00	$ 110 00	$ 6 00	$ 132 00	$ 9 40	$ 206 80	$ 8 00	$ 176 00	$ 15 00	$ 330 00
3	See Plans	Saw Cut Existing Edge of Asphalt Roadway at FM 646 Intersection for Addition of Left Turn Lane Complete in-place	LF	25	$ 10 00	$ 250 00	$ 5 00	$ 125 00	$ 6 00	$ 150 00	$ 1 80	$ 45 00	$ 8 00	$ 200 00	$ 15 00	$ 375 00
4	105	Remove and dispose of Asphalt Paving Course Base and Subgrade Materials (0" to 8 depth) Complete	SY	9 865	$ 3 50	$ 34 527 50	$ 3 00	$ 29,595 00	$ 2 00	$ 19 730 00	$ 2 30	$ 22 689 50	$ 4 92	$ 48 535 80	$ 9 00	$ 88 785 00
5	104	Remove and Dispose of Existing 8-inch Thick Concrete Pavement at Caroline Street (South of 20th Street) Complete-in-place	SY	372	$ 6 50	$ 2 418 00	$ 6 00	$ 2,232 00	$ 2 00	$ 744 00	$ 1 70	$ 632 40	$ 18 45	$ 6,863 40	$ 12 00	$ 4 464 00
6	104	Remove and Dispose of Existing 6 inch Thick Concrete at Mackey Drive Complete in-place	SY	58	$ 5 50	$ 319 00	$ 6 00	$ 348 00	$ 2 00	$ 116 00	$ 1 70	$ 98 60	$ 25 00	$ 1 450 00	$ 12 00	$ 696 00

CAROLINE STREET BOND PROJECT GALVESTON COUNTY TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3 507.64 LF 0.66 MI)																
7	530	Demolish and Remove Concrete ADA Landing at FM 646 Right-of way Complete	SY	5	$ 7 00	$ 35.00	$ 6 00	$ 30 00	$ 5 00	$ 25 00	$ 46 80	$ 234 00	$ 125 00	$ 625 00	$ 800 00	$ 4 000.00
8	132	Embankment, Including Placement of Fill and Compaction to 95% Standard Proctor Density Complete-in-place	CY	500	$ 13 00	$ 6 500.00	$ 12 00	$ 6 000.00	$ 17 00	$ 8,500.00	$ 5 20	$ 2 600 00	$ 21 65	$ 10,825 00	$ 15 00	$ 7,500 00
9	360	Construction of 22-foot Wide 8-Inch Thick Concrete Pavement with No 6 Longitudinal Rebar on 9-inch Centers and No 5 Transverse Rebar Spaced 48-inch Centers, Complete-in-place	SY	9 578	$ 34 50	$ 330,372 00	$ 39 10	$ 374 421 60	$ 35.90	$ 343 778.40	$ 42 42	$ 406,213 92	$ 44 78	$ 428 813 28	$ 38 00	$ 363,888.00
10	260	Lime Manipulation, Complete-in-place	SY	10,392	$ 3 00	$ 31,176.00	$ 2.50	$ 25,980 00	$ 4 00	$ 41,568 00	$ 2.20	$ 22,862 40	$ 2 77	$ 28 785.84	$ 3 00	$ 31 176 00
11	264	Lime Slurry (6%)	TON	135	$ 145.00	$ 19,575.00	$ 148 00	$ 19,980 00	$ 155.00	$ 20 925 00	$ 150 00	$ 20,250.00	$ 157 00	$ 21 195.00	$ 150 00	$ 20,250 00
12	340	Construction of 11 foot Wide Left Turn Lane at FM 646 (3-inch Asphaltic Pavement) Complete-in-place	SY	16	$ 145 00	$ 2,320.00	$ 600 00	$ 9 600 00	$ 60.00	$ 960.00	$ 23 50	$ 376.00	$ 185 00	$ 2,960 00	$ 400 00	$ 6,400 00
13	247	Placement of 18-inches of Compacted Thickness Base Material (Type A or D Grade 1) and Compaction to 95% Standard Proctor Density at FM 646 Complete-in-place	SY	19	$ 75 00	$ 1 425 00	$ 22 00	$ 418 00	$ 100 00	$ 1 900 00	$ 113.50	$ 2 158 40	$ 168 75	$ 3,206.25	$ 400 00	$ 7,600 00
14	360	Construction of 6-Inch Thick Concrete Driveway with No. 4 Rebar on 12 inch Centers Each Way Complete-in-place	SY	766	$ 45 00	$ 34 470 00	$ 38 00	$ 29 108 00	$ 55 00	$ 42 130 00	$ 43 80	$ 33,397 60	$ 43 17	$ 33,068.22	$ 50 00	$ 38 300 00
15	360 361	Construction of New 8-Inch Concrete Pavement at Damaged Locations on Caroline Street Including Saw Cutting Pavement, Removal and Replacement of Existing 6-inch Concrete with 8-inch Concrete Pavement on a Compacted Subgrade Complete-in-place	SY	1	$ 450 00	$ 450 00	$ 100.00	$ 100.00	$ 150.00	$ 150 00	$ 94 10	$ 94 10	$ 2 535 00	$ 2,535 00	$ 2 000 00	$ 2 000 00
16	360 361	Construction of New 8-inch Concrete Pavement at Damaged Locations on Caroline Street Including Saw Cutting Pavement Removal and Replacement of Existing 6-inch Concrete with 8-inch Concrete Pavement on a Compacted Subgrade; Complete-in-place	SY	2	$ 450 00	$ 900 00	$ 100 00	$ 200.00	$ 150 00	$ 300 00	$ 94 10	$ 188.20	$ 1 367 50	$ 2,735 00	$ 2 000 00	$ 4 000 00
17	360 361	Construction of New 8-inch Concrete Pavement at Damaged Locations on Caroline Street Including Saw Cutting Pavement Removal and Replacement of Existing 6-inch Concrete with 8-inch Concrete Pavement on a Compacted Subgrade, Complete-in-place	SY	12	$ 450 00	$ 5 400 00	$ 60 00	$ 720 00	$ 150.00	$ 1 800 00	$ 68 60	$ 823.20	$ 312 16	$ 3,745 92	$ 1 000 00	$ 12 000 00
18	(GC)	Hydromulching Complete-in-place	AC	2.25	$ 1,200 00	$ 2,700 00	$ 1 330 00	$ 2 992 50	$ 1,600.00	$ 3,600 00	$ 1 757 00	$ 3 953.25	$ 2 000 00	$ 4 500 00	$ 1 400 00	$ 3,150 00
19	247	8-Inch Thick (min) Base for Construction of 4-foot Wide Temporary Asphalt Lane Extension Including Removal and Disposal of Material Offsite at Completion of Project, Complete-in-place	SY	3 080	$ 14.50	$ 44 660 00	$ 12 00	$ 36 960 00	$ 18 00	$ 55 440 00	$ 40 80	$ 125,664 00	$ 15 12	$ 46 569 60	$ 35 00	$ 107,800 00
20	300 301 320 334	1 1/2-inch Thick Asphalt Pavement for Construction of 4-foot Wide Temporary Lane Extension Including and Removal and Disposal of Material Offsite at Completion of Project; Complete-in-place	TON	270	$ 77.50	$ 20 925.00	$ 94 48	$ 25,509 60	$ 100.00	$ 27 000 00	$ 94 10	$ 25 407 00	$ 116 66	$ 31 498.20	$ 130 00	$ 35 100 00
21	666 668, 672	Striping and Pavement Markers for Left Turn Lane at Caroline Street and FM 646 Intersection, Complete-in-place	LS	1	$ 1,600 00	$ 1 600 00	$ 1 650 00	$ 1 650 00	$ 1 600.00	$ 1 600 00	$ 705 60	$ 705.60	$ 2 242 50	$ 2 242.50	$ 3 000.00	$ 3 000 00
22	666 668, 672	Striping and Pavement Markers for Left Turn Lane at Caroline Street and 20th Street Intersection Complete-in-place	LS	1	$ 1 825 00	$ 1 825 00	$ 1 900 00	$ 1 900 00	$ 1,900.00	$ 1 900 00	$ 733.80	$ 733.80	$ 2 467.00	$ 2 467 00	$ 3 000 00	$ 3 000 00
23	666 668 672	Striping for Center Line and Edge of Lane for Caroline Street Complete-in-place	LS	1	$ 8 215 00	$ 8 215 00	$ 8 600 00	$ 8 600.00	$ 8 600 00	$ 8,600 00	$ 7,982.00	$ 7 982.00	$ 9 757 00	$ 9 757 00	$ 10 000 00	$ 10 000 00
SUBTOTAL - ROADWAY & PAVEMENT						$ 550,794.50		$ 577,124 70		$ 581,702.40		$ 677,511.97		$ 693,408 01		$ 755,449.00
TOTAL BASE BID						$ 733,016.50		$ 756,475.70		$ 842,562 40		$ 945 599.91		$ 945,841.31		$ 1,137,177.00
ADD ALTERNATE																
1	688	Repair/Replace Vehicle Loop Detector Including Sawcuts, Installation of No 14 A.W G Loop Wire Foam Backer Sealant and Conduit; Complete-in-place	LF	82	$ 25.00	$ 2,050.00	$ 16 00	$ 1,312.00	$ 13 00	$ 1 066.00	$ 16 50	$ 1,353.00	$ 17 50	$ 1,435.00	$ 15 00	$ 1,230.00
TOTAL BID						$ 735,066 50		$ 757,787 70		$ 843,628.40		$ 946,952 91		$ 947,276.31		$ 1 138,407 00

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

BID NUMBER B111025

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT, 2008 ROAD BOND PROGRAM, GALVESTON COUNTY, TEXAS
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

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

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

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

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

BIDDER	Matula + Matula Construction, Inc
SIGNATURE	Jan Matula
PRINT NAME	Jan Matula
TITLE	President
ADDRESS	122 West Way Suite 325
CITY, STATE	Lake Jackson, Tx 77566
ZIP	77566
TELEPHONE	979-480-0030
FAX NO	979-480-0060
DATE	1/13/2011
TAX I.D No.	75-284-8842

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
SITE WORK							
1	500	SITEWORK - MOBILIZATION (LIMITED TO 5% OF BID)	LS	1	Thirty-three thousand five hundred seventy-four DOLLARS AND Eighty CENTS	33,574.80	33,574.80
2	100	PREPARE RIGHT-OF-WAY INCLUDING DRIVEWAYS, MISCELLANEOUS STONE, SIDEWALKS, DRAINAGE STRUCTURES, SCRAP IRON AND DEBRIS, COMPLETE	STA	35.1	One thousand seven hundred fifty-eight DOLLARS AND Forty CENTS	1,758.40	61,719.84
3	502	BARRICADES, SIGNS AND TRAFFIC HANDLING; COMPLETE-IN-PLACE.	MO	3	One thousand four hundred ninety-one DOLLARS AND Sixty CENTS	1,491.60	4,474.80
4	SEE PLANS	48"X48" COUNTY OF GALVESTON COUNTY PROJECT SIGN, COMPLETE-IN-PLACE.	LS	1	Three hundred eighty-two DOLLARS AND Twenty CENTS	382.20	382.20
5	6C	REGRADE EXISTING ROADSIDE DITCH, SUITABLE EXCESS EXCAVATED MATERIAL MAY BE PLACED TO BACKFILL PAVEMENT EDGES AND COMPACTED TO 95% STANDARD PROCTOR DENSITY OR REMOVED FROM PROJECT BY CONTRACTOR, COMPLETE-IN-PLACE	LF	5,684	Eight DOLLARS AND Eighty CENTS	8.80	50,019.20
6	464	INSTALLATION OF 18-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	211	Forty-one DOLLARS AND Twenty CENTS	41.20	8,693.20
7	464	INSTALLATION OF 24-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON), BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	748	Forty-six DOLLARS AND Seventy CENTS	46 70	34,931.60
8	464	INSTALLATION OF 30-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON), BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	314	Fifty-eight DOLLARS AND Thirty CENTS	58 30	18,306.20
9	464	INSTALLATION OF 36-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON), BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	80	Seventy-four DOLLARS AND Seventy CENTS	74 70	5,976.00
10	464	INSTALLATION OF 48-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON) BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	128	One hundred four DOLLARS AND Seventy CENTS	104.70	13,401.60

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507 64 LF - 0 66 MI)							
11	467	INSTALLATION OF 24-INCH SAFETY END TREATMENT INCLUDING CEMENT STABILIZED SAND (1 5 SACK/TON), BEDDING AND BACKFILL COMPLETE-IN-PLACE	EA	1	One thousand nine hundred twenty-two DOLLARS AND Thirty CENTS	1,922 30	1,922.30
12		INSTALLATION OF SPECIAL JUNCTION BOX, COMPLETE-IN-PLACE	EA	1	Twenty - thousand six hundred fifty-one DOLLARS AND Seventy CENTS	20,651.70	20,651 70
13	560	MAILBOX ASSEMBLIES INCLUDING TEMPORARY RELOCATING MAILBOX ASSEMBLIES, PROVIDING PORTABLE MAILBOX STANDS, AND INSTALLING PERMANENT NEW STANDARD MAIL BOXES. COMPLETE-IN-PLACE	LS	1	One thousand seven hundred sixty-four DOLLARS AND No CENTS	1,764.00	1,764.00
14	540	METAL BEAM GUARDRAIL WITH GUARDRAIL DELINEATOR MARKER SIGNS, COMPLETE-IN-PLACE	LF	80	Thirty DOLLARS AND Twenty CENTS	30.20	2,416.00
15	637	STOP SIGN - COMPLETE-IN-PLACE	EA	2	Two hundred twenty-nine DOLLARS AND Thirty CENTS	229.30	458 60
16	637	STOP SIGN WITH STREET SIGNS - COMPLETE-IN-PLACE	EA	5	Three hundred fifty-one DOLLARS AND Sixty CENTS	351.60	1,758 00
17	637	30 MPH SPEED LIMIT SIGN - COMPLETE-IN-PLACE.	EA	4	Two hundred eleven DOLLARS AND Seventy CENTS	211.70	846.80
18	637	RELOCATE EXISTING TxDOT ROAD SIGN, COMPLETE-IN-PLACE.	EA	1	Two hundred eleven DOLLARS AND Seventy CENTS	211.70	211.70
SUBTOTAL - SITE WORK					Two hundred sixty-one thousand five hundred eight DOLLARS AND fifty-four CENTS	$261,508.54	
STORM WATER POLLUTION PREVENTION PLAN							
1	SEE PLANS	STORM WATER POLLUTION PREVENTION PLAN; COMPLETE-IN-PLACE	LS	1	Six thousand five hundred ninety-seven DOLLARS AND forty CENTS	6,597.40	6,597.40
SUBTOTAL - STORM WATER POLLUTION PREVENTION PLAN					Six thousand five hundred ninety-seven DOLLARS AND Forty CENTS	$6,597.40	
ROADWAY & PAVEMENT							
1	SEE PLANS	SAW CUT EXISTING ASPHALTIC ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING ASPHALTIC PAVEMENT, COMPLETE-IN-PLACE	LF	109	One DOLLARS AND Eighty CENTS	1 80	196.20
2	SEE PLANS	SAW CUT EXISTING CONCRETE ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING CONCRETE PAVEMENT, COMPLETE-IN-PLACE.	LF	22	Nine DOLLARS AND Forty CENTS	9 40	206.80

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
3	SEE PLANS	SAW CUT EXISTING EDGE OF ASPHALT ROADWAY AT FM 646 INTERSECTION FOR ADDITION OF LEFT TURN LANE- COMPLETE-IN-	LF	25	One DOLLARS AND Eighty CENTS	1 80	45.00
4	105	REMOVE AND DISPOSE OF ASPHALT PAVING, COURSE BASE AND SUBGRADE MATERIALS (0" TO 8" DEPTH); COMPLETE	SY	9,865	Two DOLLARS AND Thirty CENTS	2.30	22,689.50
5	104	REMOVE AND DISPOSE OF EXISTING 8-INCH THICK CONCRETE PAVEMENT AT CAROLINE STREET (SOUTH OF 20TH STREET), COMPLETE-IN-PLACE	SY	372	One DOLLARS AND Seventy CENTS	1 70	632.40
6	104	REMOVE AND DISPOSE OF EXISTING 6-INCH THICK CONCRETE AT MACKEY DRIVE, COMPLETE-IN-PLACE	SY	58	One DOLLARS AND Seventy CENTS	1.70	98.60
7	530	DEMOLISH AND REMOVE CONCRETE ADA LANDING AT FM 646 RIGHT-OF-WAY- COMPLETE	SY	5	Forty-Six DOLLARS AND Eighty CENTS	46.80	234.00
8	132	EMBANKMENT, INCLUDING PLACEMENT OF FILL AND COMPACTION TO 95% STANDARD PROCTOR DENSITY, COMPLETE-IN-PLACE	CY	500	Five DOLLARS AND Twenty CENTS	5 20	2,600 00
9	360	CONSTRUCTION OF 22-FOOT WIDE 8-INCH THICK CONCRETE PAVEMENT WITH NO 6 LONGITUDINAL REBAR ON 9-INCH CENTERS AND NO. 5 TRANSVERSE REBAR SPACED 48-INCH CENTERS, COMPLETE-IN-PLACE	SY	9,576	Forty-two DOLLARS AND Forty-two CENTS	42.42	406,213.92
10	260	LIME MANIPULATION; COMPLETE-IN-PLACE	SY	10,392	Two DOLLARS AND Twenty CENTS	2.20	22,862 40
11	264	LIME SLURRY (6%)	TON	135	One hundred fifty DOLLARS AND No CENTS	150.00	20,250 00
12	340	CONSTRUCTION OF 11-FOOT WIDE LEFT TURN LANE AT FM 646 (3-INCH ASPHALTIC PAVEMENT), COMPLETE-IN-PLACE	SY	16	Twenty-three DOLLARS AND Fifty CENTS	23 50	376.00
13	247	PLACEMENT OF 18-INCHES OF COMPACTED THICKNESS BASE MATERIAL (TYPE A OR D - GRADE 1) AND COMPACTION TO 95% STANDARD PROCTOR DENSITY AT FM 646 COMPLETE-IN-PLACE	SY	19	One hundred thirteen DOLLARS AND Sixty CENTS	113.60	2,158 40
14	360	CONSTRUCTION OF 6-INCH THICK CONCRETE DRIVEWAY WITH NO 4 REBAR ON 12-INCH CENTERS EACH WAY, COMPLETE-IN-PLACE	SY	766	Forty-three DOLLARS AND Sixty CENTS	43.60	33,397.60

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
15	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE; COMPLETE-IN-PLACE	SY	1	Ninety-four DOLLARS AND Ten CENTS	94.10	94.10
16	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE, COMPLETE-IN-PLACE	SY	2	Ninety-four DOLLARS AND Ten CENTS	94 10	188.20
17	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE, COMPLETE-IN-PLACE	SY	12	Sixty-eight DOLLARS AND Sixty CENTS	68 60	823.20
18	(GC)	HYDROMULCHING, COMPLETE-IN-PLACE	AC	2 25	One thousand seven hundred fifty-seven DOLLARS AND No CENTS	1,757 00	3,953.25
19	247	8-INCH THICK (MIN) BASE FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY ASPHALT LANE EXTENSION INCLUDING REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT, COMPLETE-IN-PLACE	SY	3,080	Forty DOLLARS AND Eighty CENTS	40.80	125,664.00
20	300 301 320 334	1-1/2-INCH THICK ASPHALT PAVEMENT FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY LANE EXTENSION INCLUDING AND REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT; COMPLETE-IN-PLACE	TON	270	Ninety-four DOLLARS AND Ten CENTS	94 10	25,407.00
21	666, 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND FM 646 INTERSECTION COMPLETE-IN-PLACE	LS	1	Seven hundred five DOLLARS AND Sixty CENTS	705 60	705 60

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0 66 MI)							
22	666, 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND 20TH STREET INTERSECTION COMPLETE-IN-PLACE	LS	1	Seven hundred thirty-three DOLLARS AND Eighty CENTS	733.80	733.80
23	666, 668, 672	STRIPING FOR CENTER LINE AND EDGE OF LANE FOR CAROLINE STREET; COMPLETE-IN-PLACE	LS	1	Seven thousand nine hundred eighty-two DOLLARS AND No CENTS	7,982 00	7,982.00
SUBTOTAL - ROADWAY & PAVEMENT					Six hundred seventy-seven thousand five hundred eleven DOLLARS AND Ninety-Seven CENTS	$677,511.97	
TOTAL BASE BID					Nine hundred forty-five thousand six hundred seventeen DOLLARS AND Ninety-one CENTS	$945,617.91	
ADD ALTERNATE							
1	688	REPAIR/REPLACE VEHICLE LOOP DETECTOR INCLUDING SAWCUTS, INSTALLATION OF NO. 14 A W G. LOOP WIRE, FOAM BACKER, SEALANT AND CONDUIT; COMPLETE-IN-PLACE	LF	82	Sixteen DOLLARS AND Fifty CENTS	16 50	1,353 00
TOTAL BID					Nine hundred forty-six thousand nine hundred seventy DOLLARS AND Ninety-one CENTS	$946,970.91	

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

INCIDENTALS

All items of work required under this contract not specifically called for in the proposal as pay items shall be cosidered 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 $ 637,564.85

The cost of labor, profit, materials

Not in-place and all other charges $ 309,406.06

TOTAL: (Must agree with bid) $ 946,970.91

CONTRACT AWARD

CONTRACT FOR: CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT, 2008 ROAD BOND PROGRAM, GALVESTON COUNTY, TEXAS

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: B111025

Contractor: Matula & Matula Construction, Inc.

The Specifications and Drawings are enumerated as follows:

Standard Specifications: **Standard Specifications for Construction and Maintenance Of Highways, Streets and Bridges; adopted by the Texas Department Of Transportation, June 2004**

Special Provisions: **To Items 1 thru 9**

Special Items: 110 (GC) Excavation
164 (GC) Seeding and Fertilizing for Erosion Control
Texas Department of Transportation Permit #10-1573 RD

DRAWINGS. **A0.01-A0.03, C1.01-C1.05, P2.01-P2.04, D3.01-PED 05 AND TR4.01-TR4.08**

ADDENDA. 1+2 1/12/2011 + 1/13/2011

A0 01 – Title Sheet
A0 02 – General Notes
A0.03 – Legend Abbreviations
C1 01 – Site Plan
C1 01A – Site Plan
C1 02 – Demolition Plan
C1 02A – Demolition Plan
C1 03 – SWPPP
C1 03A – SWPPP
C1 04 – Striping Plan
C1 04A – Striping Plan
C1 04B – Striping Plan
C1.04C – Striping Plan
C1 04D – TxDOT Street Tie-in Plan
C1 05 – Road Cross-sections
C1 05A – Road Cross-sections
C1 06 – Concrete Pavement Repair Location Plan
D3 01 – Details
D3 02 – Storm Sewer Junction Box
D3 03 – Storm Sewer Junction Box Details
D3 04 – Metal Beam Guard Fence
CRCP(1)-9 – Continuously Reinforced Concrete Pavement
E-2 Check Dam Details for Erosion Eel
FDR(CP)-05 – Full Depth Repair for Concrete Pavement
JS-94 – Concrete Paving Details Joint Seal
LD(1)-03 Loop Detector Installation Detail
MB-09(1) Sheet 1 – Mailbox Mounting and Spacing
MB-09(1) Sheet 2 – Mailbox Bracket Connecting Details
MB-09(1) Sheet 3 – Mailbox Support/Foundation
MB-09(1) Sheet 4 – Table of DHT Numbers
MB-09(2) – Mailbox Side Road Placement and Turnout
PED-05 Sheet 1 – Pedestrian Facilities – General Notes
PED-05 Sheet 2 – Pedestrian Facilities - Sidewalks
PED-05 Sheet 3 – Pedestrian Facilities – Intersection Layouts
TR4 01 – Traffic Control Plan
TR4 02 – Traffic Control Plan
TR4 03 – Traffic Control Plan
TR4 04 – Traffic Control Plan
TR4 05 – Traffic Control Plan
TR4 06 – Traffic Control Plan
TR4 07 – Traffic Control Plan
TR4 08 – Traffic Control Plan

Contract Award (continued)

Sections I (Invitation to Bid; General Provisions; Instructions to Bidders; Vendor Qualification Packet), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), IV (General Terms and Conditions), V (Specifications) and VI (Plans) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 120 Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of _____

_____

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: _____
JAMES D. YARBROUGH, County Judge

ATTEST:

_____
MARY ANN DAIGLE, County Clerk

CONTRACTOR
Matula & Matula Construction, Inc.

BY: President
Signature - Title

Jon Matula
Printed Name

BID NUMBER B111025

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT, 2008 ROAD BOND PROGRAM, GALVESTON COUNTY, TEXAS
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	Durwood Greene Construction Co.
SIGNATURE	Jerry L. Berry
PRINT NAME	Jerry L. Berry
TITLE	Vice President
ADDRESS	P.O. Box 1338
CITY, STATE	Stafford, Texas
ZIP	77497-1338
TELEPHONE	281-499-1551
FAX NO	281-499-1525
DATE	1-13-11
TAX I.D. No.	74-1654993

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507 64 LF - 0 66 MI)							
SITE WORK							
1	500	SITEWORK - MOBILIZATION (LIMITED TO 5% OF BID)	LS	1	Fifty-Thousand DOLLARS AND No CENTS	50,000.00	50,000.00
2	100	PREPARE RIGHT-OF-WAY INCLUDING DRIVEWAYS, MISCELLANEOUS STONE, SIDEWALKS, DRAINAGE STRUCTURES, SCRAP IRON AND DEBRIS; COMPLETE.	STA	35.1	Three-Thousand DOLLARS AND No CENTS	3,000.00	105,300.00
3	502	BARRICADES, SIGNS AND TRAFFIC HANDLING; COMPLETE-IN-PLACE.	MO	3	Two-Thousand DOLLARS AND No CENTS	2,000.00	6,000.00
4	SEE PLANS	48"x48" COUNTY OF GALVESTON COUNTY PROJECT SIGN; COMPLETE-IN-PLACE	LS	1	Fifteen-Hundred DOLLARS AND No CENTS	1,500.00	1,500.00
5	GC	REGRADE EXISTING ROADSIDE DITCH, SUITABLE EXCESS EXCAVATED MATERIAL MAY BE PLACED TO BACKFILL PAVEMENT EDGES AND COMPACTED TO 95% STANDARD PROCTOR DENSITY OR REMOVED FROM PROJECT BY CONTRACTOR, COMPLETE-IN-PLACE	LF	5,684	Seven DOLLARS AND No CENTS	7.00	39,788.00
6	464	INSTALLATION OF 18-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON), BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	211	Sixty DOLLARS AND No CENTS	60.00	12,660.00
7	464	INSTALLATION OF 24-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	748	Seventy DOLLARS AND No CENTS	70.00	52,360.00
8	464	INSTALLATION OF 30-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON), BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	314	Ninety DOLLARS AND No CENTS	90.00	28,260.00
9	464	INSTALLATION OF 36-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON); BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	80	One-Hundred-Twenty DOLLARS AND No CENTS	120.00	9,600.00
10	464	INSTALLATION OF 48-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON), BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	128	One-Hundred-Fifty DOLLARS AND No CENTS	150.00	19,200.00

1-12-11, 5 11PM
EC, # 4
ADDENDUM 1

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
11	467	INSTALLATION OF 24-INCH SAFETY END TREATMENT INCLUDING CEMENT STABILIZED SAND (1 5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	EA	1	Two-Thousand DOLLARS AND No CENTS	2,000.00	2,000.00
12		INSTALLATION OF SPECIAL JUNCTION BOX, COMPLETE-IN-PLACE	EA	1	Twenty-Thousand DOLLARS AND No CENTS	20,000.00	20,000.00
13	560	MAILBOX ASSEMBLIES INCLUDING TEMPORARY RELOCATING MAILBOX ASSEMBLIES, PROVIDING PORTABLE MAILBOX STANDS, AND INSTALLING PERMANENT NEW STANDARD MAIL BOXES. COMPLETE-IN-PLACE.	LS	1	Seven-Thousand DOLLARS AND No CENTS	7,000.00	7,000.00
14	540	METAL BEAM GUARDRAIL WITH GUARDRAIL DELINEATOR MARKER SIGNS, COMPLETE-IN-PLACE.	LF	80	Forty-Two DOLLARS AND No CENTS	42.00	3,360.00
15	637	STOP SIGN - COMPLETE-IN-PLACE.	EA	2	Four-Hundred DOLLARS AND No CENTS	400.00	800.00
16	637	STOP SIGN WITH STREET SIGNS - COMPLETE-IN-PLACE	EA	5	Four-Hundred DOLLARS AND No CENTS	400.00	2,000.00
17	637	30 MPH SPEED LIMIT SIGN - COMPLETE-IN-PLACE	EA	4	Four-Hundred DOLLARS AND No CENTS	400.00	1,600.00
18	637	RELOCATE EXISTING TXDOT ROAD SIGN; COMPLETE-IN-PLACE	EA	1	Three-Hundred DOLLARS AND No CENTS	300.00	300.00
SUBTOTAL - SITE WORK					Three-Hundred-Sixty-One-Thousand-Seven-Hundred-Twenty-Eight DOLLARS AND No CENTS	$ 361,728.00	
STORM WATER POLLUTION PREVENTION PLAN							
1	SEE PLANS	STORM WATER POLLUTION PREVENTION PLAN, COMPLETE-IN-PLACE	LS	1	Twenty-Thousand DOLLARS AND No CENTS	20,000.00	20,000.00
SUBTOTAL - STORM WATER POLLUTION PREVENTION PLAN					Twenty-Thousand DOLLARS AND No CENTS	$ 20,000.00	
ROADWAY & PAVEMENT							
1	SEE PLANS	SAW CUT EXISTING ASPHALTIC ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING ASPHALTIC PAVEMENT, COMPLETE-IN-PLACE	LF	109	Fifteen DOLLARS AND No CENTS	15.00	1,635.00
2	SEE PLANS	SAW CUT EXISTING CONCRETE ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING CONCRETE PAVEMENT, COMPLETE-IN-PLACE.	LF	22	Fifteen DOLLARS AND No CENTS	15.00	330.00

1-12-11, 5 11PM
EC,# 5
ADDENDUM 1

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
3	SEE PLANS	SAW CUT EXISTING EDGE OF ASPHALT ROADWAY AT FM 646 INTERSECTION FOR ADDITION OF LEFT TURN LANE, COMPLETE-IN-	LF	25	Fifteen DOLLARS AND No CENTS	15.00	375.00
4	105	REMOVE AND DISPOSE OF ASPHALT PAVING, COURSE BASE AND SUBGRADE MATERIALS (0" TO 8" DEPTH); COMPLETE.	SY	9,865	Nine DOLLARS AND No CENTS	9.00	88,785.00
5	104	REMOVE AND DISPOSE OF EXISTING 8-INCH THICK CONCRETE PAVEMENT AT CAROLINE STREET (SOUTH OF 20TH STREET), COMPLETE-IN-PLACE	SY	372	Twelve DOLLARS AND No CENTS	12.00	4,464.00
6	104	REMOVE AND DISPOSE OF EXISTING 6-INCH THICK CONCRETE AT MACKEY DRIVE, COMPLETE-IN-PLACE	SY	58	Twelve DOLLARS AND No CENTS	12.00	696.00
7	530	DEMOLISH AND REMOVE CONCRETE ADA LANDING AT FM 646 RIGHT-OF-WAY; COMPLETE	SY	5	Eight-Hundred DOLLARS AND No CENTS	800.00	4,000.00
8	132	EMBANKMENT, INCLUDING PLACEMENT OF FILL AND COMPACTION TO 95% STANDARD PROCTOR DENSITY, COMPLETE-IN-PLACE	CY	500	Fifteen DOLLARS AND No CENTS	15.00	7,500.00
9	360	CONSTRUCTION OF 22-FOOT WIDE 8-INCH THICK CONCRETE PAVEMENT WITH NO 6 LONGITUDINAL REBAR ON 9-INCH CENTERS AND NO. 5 TRANSVERSE REBAR SPACED 48-INCH CENTERS, COMPLETE-IN-PLACE	SY	9,576	Thirty-Eight DOLLARS AND No CENTS	38.00	363,888.00
10	260	LIME MANIPULATION; COMPLETE-IN-PLACE	SY	10,392	Three DOLLARS AND No CENTS	3.00	31,176.00
11	264	LIME SLURRY (6%)	TON	135	One-Hundred-Fifty DOLLARS AND No CENTS	150.00	20,250.00
12	340	CONSTRUCTION OF 11-FOOT WIDE LEFT TURN LANE AT FM 646 (3-INCH ASPHALTIC PAVEMENT), COMPLETE-IN-PLACE	SY	16	Four-Hundred DOLLARS AND No CENTS	400.00	6,400.00
13	247	PLACEMENT OF 18-INCHES OF COMPACTED THICKNESS BASE MATERIAL (TYPE A OR D - GRADE 1) AND COMPACTION TO 95% STANDARD PROCTOR DENSITY AT FM 646. COMPLETE-IN-PLACE	SY	19	Four-Hundred DOLLARS AND No CENTS	400.00	7,600.00
14	360	CONSTRUCTION OF 6-INCH THICK CONCRETE DRIVEWAY WITH NO. 4 REBAR ON 12-INCH CENTERS EACH WAY; COMPLETE-IN-PLACE	SY	766	Fifty DOLLARS AND No CENTS	50.00	38,300.00

1-12-11, 5 11PM

EC, # 6

ADDENDUM 1

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
15	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE, COMPLETE-IN-PLACE	SY	1	Two-Thousand DOLLARS AND No CENTS	2,000.00	2,000.00
16	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE; COMPLETE-IN-PLACE	SY	2	Two-Thousand DOLLARS AND No CENTS	2,000.00	4,000.00
17	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE; COMPLETE-IN-PLACE	SY	12	One-Thousand DOLLARS AND No CENTS	1,000.00	12,000.00
18	(GC)	HYDROMULCHING; COMPLETE-IN-PLACE	AC	2.25	~~Fourteen-Hundred~~ DOLLARS AND No CENTS	1,400.00	~~3,150.00~~ ~~3,125.00~~ JLB.
19	247	8-INCH THICK (MIN) BASE FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY ASPHALT LANE EXTENSION INCLUDING REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT, COMPLETE-IN-PLACE.	SY	3,080	Thirty-Five ~~One-Hundred-Thirty~~ JLB DOLLARS AND No CENTS	35.00 ~~130.00~~ JLB	107,800.00 ~~35,100.00~~ JLB
20	300 301 320 334	1-1/2-INCH THICK ASPHALT PAVEMENT FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY LANE EXTENSION INCLUDING AND REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT, COMPLETE-IN-PLACE.	TON	270	One-Hundred-Thirty ~~Three-Thousand~~ JLB DOLLARS AND No CENTS	130.00 ~~3,000.00~~ JLB	35,100.00 ~~3,000.00~~ JLB
21	666, 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND FM 646 INTERSECTION; COMPLETE-IN-PLACE	LS	1	Three-Thousand DOLLARS AND No CENTS	3,000.00	3,000.00

JLB

1-12-11, 5 11PM

EC, # 7

ADDENDUM 1

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
22	666, 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND 20TH STREET INTERSECTION; COMPLETE-IN-PLACE	LS	1	Three-Thousand ~~Ten-Thousand~~ DOLLARS AND No CENTS	3,000.00 ~~10,000.00~~	3,000.00 ~~10,000.00~~
23	666, 668, 672	STRIPING FOR CENTER LINE AND EDGE OF LANE FOR CAROLINE STREET, COMPLETE-IN-PLACE	LS	1	Ten-Thousand DOLLARS AND No CENTS	10,000.00	10,000.00
SUBTOTAL - ROADWAY & PAVEMENT					Seven-Hundred-Fifty-Five-Thousand-Four-Hundred-Forty-Nine DOLLARS AND No CENTS	$ 755,449.00	
TOTAL BASE BID					One-Million-One-Hundred-Thirty-Seven-Thousand-One-Hundred-Seventy-Seven DOLLARS AND No CENTS	$ 1,137,177.00	
ADD ALTERNATE							
1	688	REPAIR/REPLACE VEHICLE LOOP DETECTOR, INCLUDING SAWCUTS, INSTALLATION OF NO. 14 A W G LOOP WIRE, FOAM BACKER, SEALANT AND CONDUIT; COMPLETE-IN-PLACE	LF	82	Fifteen DOLLARS AND No CENTS	15.00	1,230.00
TOTAL BID					One-Million-One-Hundred-Thirty-Eight-Thousand-Four-Hundred-Seven DOLLARS AND No CENTS	$ 1,138,407.00	

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.

ADDENDUM 2

1-13-11, 9 03AM , EC,# 3

INCIDENTALS

All items of work required under this contract not specifically called for in the proposal as pay items shall be cosidered 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 $ 625,574.00

The cost of labor, profit, materials

Not in-place and all other charges $ 512,833.00

TOTAL: *(Must agree with bid)* $ 1,138,407.00

CONTRACT AWARD

CONTRACT FOR: CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT, 2008 ROAD BOND PROGRAM, GALVESTON COUNTY, TEXAS

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: B111025

Contractor: Durwood Greene Construction Co.

The Specifications and Drawings are enumerated as follows:

Standard Specifications: **Standard Specifications for Construction and Maintenance Of Highways, Streets and Bridges; adopted by the Texas Department Of Transportation, June 2004**

Special Provisions: **To Items 1 thru 9**

Special Items: 110 (GC) Excavation
164 (GC) Seeding and Fertilizing for Erosion Control
Texas Department of Transportation Permit #10-1573 RD

DRAWINGS **A0.01-A0.03, C1.01-C1.05, P2.01-P2.04, D3.01-PED 05 AND TR4.01-TR4.08**

ADDENDA: #1 - 1/12/11
#2 - 1/13/11

A0 01 – Title Sheet
A0 02 – General Notes
A0 03 – Legend Abbreviations
C1 01 – Site Plan
C1 01A – Site Plan
C1 02 – Demolition Plan
C1 02A – Demolition Plan
C1 03 – SWPPP
C1 03A – SWPPP
C1 04 – Striping Plan
C1 04A – Striping Plan
C1 04B – Striping Plan
C1 04C – Striping Plan
C1 04D – TxDOT Street Tie-in Plan
C1 05 – Road Cross-sections
C1 05A – Road Cross-sections
C1 06 – Concrete Pavement Repair Location Plan
D3 01 – Details
D3 02 – Storm Sewer Junction Box
D3 03 – Storm Sewer Junction Box Details
D3 04 – Metal Beam Guard Fence

CRCP(1)-9 – Continuously Reinforced Concrete Pavement
E-2 Check Dam Details for Erosion Eel
FDR(CP)-05 – Full Depth Repair for Concrete Pavement
JS-94 – Concrete Paving Details Joint Seal
LD(1)-03 Loop Detector Installation Detail
MB-09(1) Sheet 1 – Mailbox Mounting and Spacing
MB-09(1) Sheet 2 – Mailbox Bracket Connecting Details
MB-09(1) Sheet 3 – Mailbox Support/Foundation
MB-09(1) Sheet 4 – Table of DHT Numbers
MB-09(2) – Mailbox Side Road Placement and Turnout
PED-05 Sheet 1 – Pedestrian Facilities – General Notes
PED-05 Sheet 2 – Pedestrian Facilities - Sidewalks
PED-05 Sheet 3 – Pedestrian Facilities – Intersection Layouts
TR4 01 – Traffic Control Plan
TR4 02 – Traffic Control Plan
TR4 03 – Traffic Control Plan
TR4 04 – Traffic Control Plan
TR4 05 – Traffic Control Plan
TR4 06 – Traffic Control Plan
TR4 07 – Traffic Control Plan
TR4 08 – Traffic Control Plan

Contract Award (continued)

Sections I (Invitation to Bid; General Provisions; Instructions to Bidders; Vendor Qualification Packet), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), IV (General Terms and Conditions), V (Specifications) and VI (Plans) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 120 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of _____

_____

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: _____
JAMES D. YARBROUGH, County Judge

ATTEST:

_____
MARY ANN DAIGLE, County Clerk

CONTRACTOR
Durwood Greene Construction Co.

BY: Jerry L. Berry - Vice President
Signature - Title
Jerry L. Berry
Printed Name

COPY

ADDENDUM 1

BID NUMBER B111025

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT, 2008 ROAD BOND PROGRAM, GALVESTON COUNTY, TEXAS
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. Hoff
PRINT NAME	Michael D. Hoffman
TITLE	President
ADDRESS	10526 Tanner Rd.
CITY, STATE	Houston, Tx 77041
ZIP	77041
TELEPHONE	713·896·7373
FAX NO	713·896·8889
DATE	Jan. 13, 2011
TAX I.D. No.	760451285-9

Received Time Jan. 12. 2011 5:04PM No. 8662

BID FORM

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

Received Time Jan. 12. 2011 5:04PM No. 8662

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
SITE WORK							
1	500	SITEWORK - MOBILIZATION (LIMITED TO 5% OF BID)	LS	1	Twelve thousand DOLLARS AND NO CENTS	12,000.00	12,000.00
2	100	PREPARE RIGHT-OF-WAY INCLUDING DRIVEWAYS, MISCELLANEOUS STONE, SIDEWALKS, DRAINAGE STRUCTURES, SCRAP IRON AND DEBRIS, COMPLETE.	STA	35.1	Two hundred fifty DOLLARS AND NO CENTS	250.00	8775.00
3	502	BARRICADES, SIGNS AND TRAFFIC HANDLING, COMPLETE-IN-PLACE.	MO	3	Eight hundred thirty five DOLLARS AND NO CENTS	835.00	2505.00
4	SEE PLANS	48"x48" COUNTY OF GALVESTON COUNTY PROJECT SIGN; COMPLETE-IN-PLACE	LS	1	One thousand five hundred DOLLARS AND NO CENTS	1,500.00	1500.00
5	GC	REGRADE EXISTING ROADSIDE DITCH; SUITABLE EXCESS EXCAVATED MATERIAL MAY BE PLACED TO BACKFILL PAVEMENT EDGES AND COMPACTED TO 95% STANDARD PROCTOR DENSITY OR REMOVED FROM PROJECT BY CONTRACTOR, COMPLETE-IN-PLACE	LF	5,684	Eight DOLLARS AND NO CENTS	8.00	45,472.00
6	464	INSTALLATION OF 18-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON), BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	211	Thirty DOLLARS AND NO CENTS	30.00	6,330.00
7	464	INSTALLATION OF 24-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	748	Forty DOLLARS AND NO CENTS	40.00	29,920.00
8	464	INSTALLATION OF 30-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON), BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	314	Fifty DOLLARS AND NO CENTS	50.00	15,700.00
9	464	INSTALLATION OF 36-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON), BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	80	Sixty five DOLLARS AND NO CENTS	65.00	5,200.00
10	464	INSTALLATION OF 48-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON), BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	128	Ninety five DOLLARS AND NO CENTS	95.00	12,160.00

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
11	467	INSTALLATION OF 24-INCH SAFETY END TREATMENT INCLUDING CEMENT STABILIZED SAND (1 5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	EA	1	One thousand two hundred DOLLARS AND NO CENTS	1,200.00	1,200.00
12		INSTALLATION OF SPECIAL JUNCTION BOX; COMPLETE-IN-PLACE	EA	1	Nineteen thousand DOLLARS AND NO CENTS	19,000.00	19,000.00
13	560	MAILBOX ASSEMBLIES INCLUDING TEMPORARY RELOCATING MAILBOX ASSEMBLIES, PROVIDING PORTABLE MAILBOX STANDS, AND INSTALLING PERMANENT NEW STANDARD MAIL BOXES. COMPLETE-IN-PLACE	LS	1	Four thousand two hundred DOLLARS AND NO CENTS	4,200.00	4,200.00
14	540	METAL BEAM GUARDRAIL WITH GUARDRAIL DELINEATOR MARKER SIGNS; COMPLETE-IN-PLACE.	LF	80	Sixty four DOLLARS AND NO CENTS	64.00	5,120.00
15	637	STOP SIGN - COMPLETE-IN-PLACE.	EA	2	Four hundred forty five DOLLARS AND NO CENTS	445.00	890.00
16	637	STOP SIGN WITH STREET SIGNS - COMPLETE-IN-PLACE.	EA	5	Four hundred forty five DOLLARS AND NO CENTS	445.00	2,225.00
17	637	30 MPH SPEED LIMIT SIGN - COMPLETE-IN-PLACE.	EA	4	Four hundred forty five DOLLARS AND NO CENTS	445.00	1,780.00
18	637	RELOCATE EXISTING TxDOT ROAD SIGN, COMPLETE-IN-PLACE	EA	1	Two hundred ninety five DOLLARS AND NO CENTS	295.00	295.00
SUBTOTAL - SITE WORK					One hundred sixty three thousand four hundred seventy two DOLLARS AND NO CENTS	$ 163,472.00	
STORM WATER POLLUTION PREVENTION PLAN							
1	SEE PLANS	STORM WATER POLLUTION PREVENTION PLAN; COMPLETE-IN-PLACE	LS	1	Seven thousand nine hundred fifty DOLLARS AND NO CENTS	7,950.00	7,950.00
SUBTOTAL - STORM WATER POLLUTION PREVENTION PLAN					Seven thousand nine hundred fifty DOLLARS AND NO CENTS	$ 7950.00	
ROADWAY & PAVEMENT							
1	SEE PLANS	SAW CUT EXISTING ASPHALTIC ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING ASPHALTIC PAVEMENT, COMPLETE-IN-PLACE.	LF	109	Five DOLLARS AND NO CENTS	5.00	545.00
2	SEE PLANS	SAW CUT EXISTING CONCRETE ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING CONCRETE PAVEMENT, COMPLETE-IN-PLACE.	LF	22	Eight DOLLARS AND forty CENTS	8.50	187.00

Received Time Jan. 12. 2011 5:04PM No. 8662

ADDENDUM

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
3	SEE PLANS	SAW CUT EXISTING EDGE OF ASPHALT ROADWAY AT FM 646 INTERSECTION FOR ADDITION OF LEFT TURN LANE, COMPLETE-IN-	LF	25	Ten DOLLARS AND NO CENTS	10.00	250.00
4	105	REMOVE AND DISPOSE OF ASPHALT PAVING, COURSE BASE AND SUBGRADE MATERIALS (0" TO 8" DEPTH); COMPLETE	SY	9,865	Thrue DOLLARS AND fifty CENTS	3.50	34,527.50
5	104	REMOVE AND DISPOSE OF EXISTING 8-INCH THICK CONCRETE PAVEMENT AT CAROLINE STREET (SOUTH OF 20TH STREET); COMPLETE-IN-PLACE	SY	372	Six DOLLARS AND fifty CENTS	6.50	2,418.00
6	104	REMOVE AND DISPOSE OF EXISTING 6-INCH THICK CONCRETE AT MACKEY DRIVE COMPLETE-IN-PLACE	SY	58	Fixe DOLLARS AND fifty CENTS	5.50	319.00
7	530	DEMOLISH AND REMOVE CONCRETE ADA LANDING AT FM 646 RIGHT-OF-WAY, COMPLETE	SY	5	Seven DOLLARS AND NO CENTS	7.00	35.00
8	132	EMBANKMENT, INCLUDING PLACEMENT OF FILL AND COMPACTION TO 95% STANDARD PROCTOR DENSITY; COMPLETE-IN-PLACE	CY	500	Thirteen DOLLARS AND NO CENTS	13.00	6,500.00
9	360	CONSTRUCTION OF 22-FOOT WIDE 8-INCH THICK CONCRETE PAVEMENT WITH NO 6 LONGITUDINAL REBAR ON 9-INCH CENTERS AND NO. 5 TRANSVERSE REBAR SPACED 48-INCH CENTERS, COMPLETE-IN-PLACE	SY	9,576	Thirty four DOLLARS AND fifty CENTS	34.50	330,372.00
10	260	LIME MANIPULATION, COMPLETE-IN-PLACE	SY	10,392	Thrue DOLLARS AND NO CENTS	3.00	31,176.00
11	264	LIME SLURRY (6%)	TON	135	One hundred forty five DOLLARS AND NO CENTS	145.00	19,575.00
12	340	CONSTRUCTION OF 11-FOOT WIDE LEFT TURN LANE AT FM 646 (3-INCH ASPHALTIC PAVEMENT); COMPLETE-IN-PLACE	SY	16	One hundred forty five DOLLARS AND NO CENTS	145.00	2320.00
13	247	PLACEMENT OF 18-INCHES OF COMPACTED THICKNESS BASE MATERIAL (TYPE A OR D - GRADE 1) AND COMPACTION TO 95% STANDARD PROCTOR DENSITY AT FM 646. COMPLETE-IN-PLACE.	SY	19	Seventy five DOLLARS AND NO CENTS	75.00	1425.00
14	360	CONSTRUCTION OF 6-INCH THICK CONCRETE DRIVEWAY WITH NO. 4 REBAR ON 12-INCH CENTERS EACH WAY, COMPLETE-IN-PLACE	SY	766	Forty five DOLLARS AND NO CENTS	45.00	34,470.00

Received Time Jan. 12. 2011 5:04PM No. 8662

ADDENDUM 1

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
15	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE, COMPLETE-IN-PLACE	SY	1	Four hundred fifty DOLLARS AND no CENTS	450.00	450.00
16	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE; COMPLETE-IN-PLACE	SY	2	Four hundred fifty DOLLARS AND no CENTS	450.00	900.00
17	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE, COMPLETE-IN-PLACE	SY	12	Four hundred fifty DOLLARS AND no CENTS	450.00	5400.00
18	(GC)	HYDROMULCHING; COMPLETE-IN-PLACE	AC	2 25	One thousand two DOLLARS AND no CENTS	1200.00	2700.00
19	247	8-INCH THICK (MIN) BASE FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY ASPHALT LANE EXTENSION INCLUDING REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT, COMPLETE-IN-PLACE	SY	3,080	Fourteen DOLLARS AND fifty CENTS	14.50	44,660.00
20	300 301 320 334	1-1/2-INCH THICK ASPHALT PAVEMENT FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY LANE EXTENSION INCLUDING AND REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT; COMPLETE-IN-PLACE.	TON	270	Seventy seven DOLLARS AND fifty CENTS	77.50	20,925.00
21	666, 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND FM 646 INTERSECTION; COMPLETE-IN-PLACE	LS	1	One thousand six hundred DOLLARS AND no CENTS	1600.00	1600.00

Received Time Jan. 12. 2011 5:04PM No. 8662

ADDENDUM 1

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
22	666, 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND 20TH STREET INTERSECTION, COMPLETE-IN-PLACE	LS	1	One thousand eight hundred twenty five DOLLARS AND NO CENTS	1825.00	1825.00
23	666, 668, 672	STRIPING FOR CENTER LINE AND EDGE OF LANE FOR CAROLINE STREET, COMPLETE-IN-PLACE	LS	1	Eight thousand two hundred fifteen DOLLARS AND NO CENTS	8215.00	8215.00
SUBTOTAL - ROADWAY & PAVEMENT					Five hundred fifty thousand seven hundred ninety four DOLLARS AND fifty CENTS	$ 550,794.50	
TOTAL BASE BID					Seven hundred thirty three thousand sixteen DOLLARS AND fifty CENTS	$ 733,016.50	
ADD ALTERNATE							
1	688	REPAIR/REPLACE VEHICLE LOOP DETECTOR, INCLUDING SAWCUTS, INSTALLATION OF NO 14 A W.G. LOOP WIRE, FOAM BACKER, SEALANT AND CONDUIT, COMPLETE-IN-PLACE	LF	82	Twenty five DOLLARS AND NO CENTS	25.00	2050.00
TOTAL BID					Seven hundred thirty five thousand sixty six DOLLARS AND fifty CENTS	$ 735,066.50	

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

Received Time Jan. 13. 2011 8:58AM No. 8677

INCIDENTALS

All items of work required under this contract not specifically called for in the proposal as pay items shall be cosidered 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 $ 376,877.00

The cost of labor, profit, materials

Not in-place and all other charges $ 358,189.50

TOTAL: (Must agree with bid) $ 735,066.50

ADDENDUM 1

BID NUMBER _____

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT, 2008 ROAD BOND PROGRAM, GALVESTON COUNTY, TEXAS
Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

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

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

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

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

BIDDER	Mullen Asphalt Paving Co., Inc.
SIGNATURE	
PRINT NAME	David Mullen
TITLE	Vice-President
ADDRESS	P. O. Box 339
CITY, STATE	Bacliff, Texas
ZIP	77518
TELEPHONE	281-339-2035
FAX NO	281-339-0676
DATE	1/13/11
TAX I D No	76-0519818

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507 64 LF - 0 66 MI)							
SITE WORK							
1	500	SITEWORK - MOBILIZATION (LIMITED TO 5% OF BID)	LS	1	Nineteen thousand DOLLARS AND no CENTS	19,000.00	19,000.00
2	100	PREPARE RIGHT-OF-WAY INCLUDING DRIVEWAYS, MISCELLANEOUS STONE, SIDEWALKS, DRAINAGE STRUCTURES SCRAP IRON AND DEBRIS COMPLETE	STA	35 1	Four hundred sixty three DOLLARS AND no CENTS	463.00	16,251.30
3	502	BARRICADES, SIGNS AND TRAFFIC HANDLING COMPLETE-IN-PLACE	MO	3	One thousand four hundred DOLLARS AND thirty three&thirty four CENTS	1,433.34	4,300.00
4	SEE PLANS	48"x48" COUNTY OF GALVESTON COUNTY PROJECT SIGN COMPLETE-IN-PLACE	LS	1	Five hundred DOLLARS AND no CENTS	500.00	500.00
5	GC	REGRADE EXISTING ROADSIDE DITCH SUITABLE EXCESS EXCAVATED MATERIAL MAY BE PLACED TO BACKFILL PAVEMENT EDGES AND COMPACTED TO 95% STANDARD PROCTOR DENSITY OR REMOVED FROM PROJECT BY CONTRACTOR COMPLETE-IN-PLACE	LF	5,684	Two DOLLARS AND fifty CENTS	2.50	14,210.00
6	464	INSTALLATION OF 18-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON) BEDDING AND BACKFILL COMPLETE-IN-PLACE	LF	211	Eighty one DOLLARS AND no CENTS	81.00	17,091.00
7	464	INSTALLATION OF 24-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON); BEDDING AND BACKFILL COMPLETE-IN-PLACE	LF	748	Sixty one DOLLARS AND forty eight CENTS	61.48	45,987.00
8	464	INSTALLATION OF 30-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON) BEDDING AND BACKFILL COMPLETE-IN-PLACE	LF	314	One hundred ten DOLLARS AND twenty four CENTS	110.24	34,615.36
9	464	INSTALLATION OF 36-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON) BEDDING AND BACKFILL COMPLETE-IN-PLACE	LF	80	One hundred seventy eight DOLLARS AND twelve CENTS	178.12	14,249.60
10	464	INSTALLATION OF 48-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON) BEDDING AND BACKFILL COMPLETE-IN-PLACE	LF	128	Two hundred forty DOLLARS AND ninety one CENTS	240.91	30,836.48

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507 64 LF - 0 66 MI)							
11	467	INSTALLATION OF 24-INCH SAFETY END TREATMENT INCLUDING CEMENT STABILIZED SAND (1 5 SACK/TON) BEDDING AND BACKFILL COMPLETE-IN-PLACE	EA	1	Four thousand nine hundred eighty seven DOLLARS AND fifty CENTS	4,987.50	4,987.50
12		INSTALLATION OF SPECIAL JUNCTION BOX COMPLETE-IN-PLACE	EA	1	Twenty five thousand DOLLARS AND eight hundred thirty no CENTS	25,830.00	25,830.00
13	560	MAILBOX ASSEMBLIES INCLUDING TEMPORARY RELOCATING MAILBOX ASSEMBLIES PROVIDING PORTABLE MAILBOX STANDS, AND INSTALLING PERMANENT NEW STANDARD MAIL BOXES COMPLETE-IN-PLACE	LS	1	Three thousand nine hundred seventy five DOLLARS AND no CENTS	3,975.00	3,975.00
14	540	METAL BEAM GUARDRAIL WITH GUARDRAIL DELINEATOR MARKER SIGNS COMPLETE-IN-PLACE	LF	80	Sixty DOLLARS AND no CENTS	60.00	4,800.00
15	637	STOP SIGN - COMPLETE-IN-PLACE	EA	2	Five hundred ninety DOLLARS AND five no CENTS	595.00	1,190.00
16	637	STOP SIGN WITH STREET SIGNS - COMPLETE-IN-PLACE	EA	5	Six hundred ten DOLLARS AND no CENTS	610.00	3,050.00
17	637	30 MPH SPEED LIMIT SIGN - COMPLETE-IN-PLACE	EA	4	Five hundred ninety DOLLARS AND five no CENTS	595.00	2,380.00
18	637	RELOCATE EXISTING TXDOT ROAD SIGN COMPLETE-IN-PLACE	EA	1	Three hundred eighty DOLLARS AND no CENTS	380.00	380.00
SUBTOTAL - SITE WORK					Two hundred forty three DOLLARS AND thousand six hundred thirty three and twenty four cents	$243,633.24	
STORM WATER POLLUTION PREVENTION PLAN							
1	SEE PLANS	STORM WATER POLLUTION PREVENTION PLAN COMPLETE-IN-PLACE	LS	1	Eight thousand eight hundred DOLLARS AND no CENTS	8,800.00	8,800.00
SUBTOTAL - STORM WATER POLLUTION PREVENTION PLAN					Eight thousand eight hundred DOLLARS AND no CENTS	$ 8,800.00	8,800.00
ROADWAY & PAVEMENT							
1	SEE PLANS	SAW CUT EXISTING ASPHALTIC ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING ASPHALTIC PAVEMENT COMPLETE-IN-PLACE	LF	109	Six DOLLARS AND no CENTS	6.00	654.00
2	SEE PLANS	SAW CUT EXISTING CONCRETE ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING CONCRETE PAVEMENT COMPLETE-IN-PLACE	LF	22	Eight DOLLARS AND no CENTS	8.00	176.00

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507 64 LF - 0 66 MI)							
3	SEE PLANS	SAW CUT EXISTING EDGE OF ASPHALT ROADWAY AT FM 646 INTERSECTION FOR ADDITION OF LEFT TURN LANE COMPLETE-IN-	LF	25	Eight DOLLARS AND no CENTS	8.00	200.00
4	105	REMOVE AND DISPOSE OF ASPHALT PAVING COURSE BASE AND SUBGRADE MATERIALS (0" TO 8" DEPTH) COMPLETE	SY	9 865	Four DOLLARS AND ninety two CENTS	4.92	48,535.80
5	104	REMOVE AND DISPOSE OF EXISTING 8-INCH THICK CONCRETE PAVEMENT AT CAROLINE STREET (SOUTH OF 20TH STREET) COMPLETE-IN-PLACE	SY	372	Eighteen DOLLARS AND forty five CENTS	18.45	6,863.40
6	104	REMOVE AND DISPOSE OF EXISTING 6-INCH THICK CONCRETE AT MACKEY DRIVE COMPLETE-IN-PLACE	SY	58	Twenty five DOLLARS AND no CENTS	25.00	1,450.00
7	530	DEMOLISH AND REMOVE CONCRETE ADA LANDING AT FM 646 RIGHT-OF-WAY COMPLETE	SY	5	One hundred twenty five DOLLARS AND no CENTS	125.00	625.00
8	132	EMBANKMENT INCLUDING PLACEMENT OF FILL AND COMPACTION TO 95% STANDARD PROCTOR DENSITY COMPLETE-IN-PLACE	CY	500	Twenty one DOLLARS AND sixty five CENTS	21.65	10,825.00
9	360	CONSTRUCTION OF 22-FOOT WIDE 8-INCH THICK CONCRETE PAVEMENT WITH NO 6 LONGITUDINAL REBAR ON 9-INCH CENTERS AND NO 5 TRANSVERSE REBAR SPACED 48-INCH CENTERS COMPLETE-IN-PLACE	SY	9 576	Forty four DOLLARS AND seventy eight CENTS	44.78	428,813.28
10	260	LIME MANIPULATION COMPLETE-IN-PLACE	SY	10 392	Two DOLLARS AND seventy seven CENTS	2.77	28,785.84
11	264	LIME SLURRY (6%)	TON	135	One hundred fifty seven DOLLARS AND no CENTS	157.00	21,195.00
12	340	CONSTRUCTION OF 11-FOOT WIDE LEFT TURN LANE AT FM 646 (3-INCH ASPHALTIC PAVEMENT) COMPLETE-IN-PLACE	SY	16	One hundred eighty five DOLLARS AND no CENTS	185.00	2,960.00
13	247	PLACEMENT OF 18-INCHES OF COMPACTED THICKNESS BASE MATERIAL (TYPE A OR D - GRADE 1) AND COMPACTION TO 95% STANDARD PROCTOR DENSITY AT FM 646 COMPLETE-IN-PLACE	SY	19	One hundred sixty eight DOLLARS AND seventy five CENTS	168.75	3,206.25
14	360	CONSTRUCTION OF 6-INCH THICK CONCRETE DRIVEWAY WITH NO 4 REBAR ON 12-INCH CENTERS EACH WAY COMPLETE-IN-PLACE	SY	766	Forty three DOLLARS AND seventeen CENTS	43.17	33,068.22

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507 64 LF - 0 66 MI)							
15	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE COMPLETE-IN-PLACE	SY	1	Two thousand five hundred thirty five DOLLARS AND no CENTS	2,535.00	2,535.00
16	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE COMPLETE-IN-PLACE	SY	2	One thousand three hundred sixty seven DOLLARS AND fifty CENTS	1,367.50	2,735.00
17	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE COMPLETE-IN-PLACE	SY	12	Three hundred twelve DOLLARS AND sixteen CENTS	312.16	3,745.92
18	(GC)	HYDROMULCHING COMPLETE-IN-PLACE	AC	2 25	Two thousand DOLLARS AND no CENTS	2,000.00	4,500.00
19	247	8-INCH THICK (MIN) BASE FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY ASPHALT LANE EXTENSION INCLUDING REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT COMPLETE-IN-PLACE	SY	3 080	Fifteen DOLLARS AND twelve CENTS	15.12	46,569.60
20	300 301 320 334	1-1/2-INCH THICK ASPHALT PAVEMENT FOR CONSTRUCTION OF 4 FOOT WIDE TEMPORARY LANE EXTENSION INCLUDING AND REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT COMPLETE-IN-PLACE	TON	270	One hundred sixteen DOLLARS AND ~~sixty six~~ CENTS	116.66	31,498.20
21	666 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND FM 646 INTERSECTION COMPLETE-IN-PLACE	LS	1	Two thousand two hundred forty two DOLLARS AND fifty CENTS	2,242.50	2,242.50

ADDENDUM

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507 64 LF - 0 66 MI)							
22	666 668 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND 20TH STREET INTERSECTION COMPLETE-IN-PLACE	LS	1	Two thousand four hundred sixty seven DOLLARS AND no CENTS	2,467.00	2,467.00
23	666 668, 672	STRIPING FOR CENTER LINE AND EDGE OF LANE FOR CAROLINE STREET COMPLETE-IN-PLACE	LS	1	Nine thousand seven hundred fifty seven DOLLARS AND no CENTS	9,757.00	9,757.00
SUBTOTAL - ROADWAY & PAVEMENT					Seven hundred three thousand six hundred forty three & one cents	$703,643.01	
TOTAL BASE BID					Nine hundred fifty six thousand seventy six & twenty five cents	$956,076.25	
ADD ALTERNATE							
1	688	REPAIR/REPLACE VEHICLE LOOP DETECTOR INCLUDING SAWCUTS, INSTALLATION OF NO 14 A W G LOOP WIRE FOAM BACKER SEALANT AND CONDUIT COMPLETE-IN-PLACE	LF	82	Seventeen ~~fifty~~ DOLLARS AND CENTS	17.50	1,435.00
TOTAL BID					Nine hundred fifty seven thousand five hundred eleven & twenty five cents	$957,511.25	

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

INCIDENTALS

All items of work required under this contract not specifically called for in the proposal as pay items shall be cosidered 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 $394,000.00

The cost of labor, profit, materials

Not in-place and all other charges $563,511.25

TOTAL: (Must agree with bid) $957,511.25

ADDENDUM 1

BID NUMBER B111025

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT, 2008 ROAD BOND PROGRAM, GALVESTON COUNTY, TEXAS
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	
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	1/13/2011
TAX I D No.	51-0446360

BID FORM

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507 64 LF - 0.66 MI)							
SITE WORK							
1	500	SITEWORK - MOBILIZATION (LIMITED TO 5% OF BID)	LS	1	Thirty Three Thousand Six Hundred Eighteen DOLLARS AND NO CENTS	33,618.00	33,618.00
2	100	PREPARE RIGHT-OF-WAY INCLUDING DRIVEWAYS, MISCELLANEOUS STONE, SIDEWALKS, DRAINAGE STRUCTURES, SCRAP IRON AND DEBRIS; COMPLETE	STA	35 1	One Hundred DOLLARS AND No CENTS	100 00	3,510 00
3	502	BARRICADES, SIGNS AND TRAFFIC HANDLING, COMPLETE-IN-PLACE.	MO	3	Twenty Three Hundred DOLLARS AND No CENTS	2,300 00	6,900.00
4	SEE PLANS	48"x48" COUNTY OF GALVESTON COUNTY PROJECT SIGN, COMPLETE-IN-PLACE.	LS	1	Eight Hundred Thirty Five DOLLARS AND No CENTS	835.00	835.00
5	GC	REGRADE EXISTING ROADSIDE DITCH; SUITABLE EXCESS EXCAVATED MATERIAL MAY BE PLACED TO BACKFILL PAVEMENT EDGES AND COMPACTED TO 95% STANDARD PROCTOR DENSITY OR REMOVED FROM PROJECT BY CONTRACTOR, COMPLETE-IN-PLACE	LF	5,684	Four DOLLARS AND No CENTS	4 00	22,736.00
6	464	INSTALLATION OF 18-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	211	Thirty Two DOLLARS AND No CENTS	32.00	6,752 00
7	464	INSTALLATION OF 24-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	748	Forty Four DOLLARS AND No CENTS	44.00	32,912.00
8	464	INSTALLATION OF 30-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON), BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	314	Sixty DOLLARS AND No CENTS	60.00	18,840.00
9	464	INSTALLATION OF 36-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1 5 SACK/TON), BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	80	Seventy DOLLARS AND No CENTS	70.00	5,600 00
10	464	INSTALLATION OF 48-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	128	One Hundred DOLLARS AND No CENTS	100.00	12,800.00

ADDENDUM 1

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
11	467	INSTALLATION OF 24-INCH SAFETY END TREATMENT INCLUDING CEMENT STABILIZED SAND (1.5 SACK/TON), BEDDING AND BACKFILL COMPLETE-IN-PLACE	EA	1	One Thousand Eighty Eight DOLLARS AND No CENTS	1,088.00	1,088.00
12		INSTALLATION OF SPECIAL JUNCTION BOX; COMPLETE-IN-PLACE	EA	1	Fifteen Thousand Five Hundred DOLLARS AND No CENTS	15,500.00	15,500.00
13	560	MAILBOX ASSEMBLIES INCLUDING TEMPORARY RELOCATING MAILBOX ASSEMBLIES, PROVIDING PORTABLE MAILBOX STANDS, AND INSTALLING PERMANENT NEW STANDARD MAIL BOXES COMPLETE-IN-PLACE	LS	1	Sixteen Hundred DOLLARS AND No CENTS	1,600.00	1,600.00
14	540	METAL BEAM GUARDRAIL WITH GUARDRAIL DELINEATOR MARKER SIGNS, COMPLETE-IN-PLACE	LF	80	Sixty Five DOLLARS AND No CENTS	65.00	5,200.00
15	637	STOP SIGN - COMPLETE-IN-PLACE.	EA	2	Four Hundred Fifty DOLLARS AND No CENTS	450.00	900.00
16	637	STOP SIGN WITH STREET SIGNS - COMPLETE-IN-PLACE	EA	5	Four Hundred Fifty DOLLARS AND No CENTS	450.00	2,250.00
17	637	30 MPH SPEED LIMIT SIGN - COMPLETE-IN-PLACE	EA	4	Four Hundred Fifty DOLLARS AND No CENTS	450.00	1,800 00
18	637	RELOCATE EXISTING TXDOT ROAD SIGN, COMPLETE-IN-PLACE	EA	1	Three Hundred Ten DOLLARS AND No CENTS	310.00	310.00
SUBTOTAL - SITE WORK					One Hundred Seventy Three Thousand One Hundred Fifty One DOLLARS AND No CENTS	$ 173,151.00	
STORM WATER POLLUTION PREVENTION PLAN							
1	SEE PLANS	STORM WATER POLLUTION PREVENTION PLAN, COMPLETE-IN-PLACE	LS	1	Sixty Two Hundred DOLLARS AND No CENTS	6,200.00	6,200 00
SUBTOTAL - STORM WATER POLLUTION PREVENTION PLAN					Sixty Two Hundred DOLLARS AND No CENTS	$ 6,200 00	
ROADWAY & PAVEMENT							
1	SEE PLANS	SAW CUT EXISTING ASPHALTIC ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING ASPHALTIC PAVEMENT, COMPLETE-IN-PLACE	LF	109	Five DOLLARS AND No CENTS	5.00	545.00
2	SEE PLANS	SAW CUT EXISTING CONCRETE ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING CONCRETE PAVEMENT; COMPLETE-IN-PLACE	LF	22	Five DOLLARS AND No CENTS	5.00	110.00

ADDENDUM 1

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0 66 MI)							
3	SEE PLANS	SAW CUT EXISTING EDGE OF ASPHALT ROADWAY AT FM 646 INTERSECTION FOR ADDITION OF LEFT TURN LANE, COMPLETE-IN-	LF	25	Five DOLLARS AND No CENTS	5.00	125.00
4	105	REMOVE AND DISPOSE OF ASPHALT PAVING, COURSE BASE AND SUBGRADE MATERIALS (0" TO 8" DEPTH), COMPLETE	SY	9,865	Three DOLLARS AND No CENTS	3 00	29,595.00
5	104	REMOVE AND DISPOSE OF EXISTING 8-INCH THICK CONCRETE PAVEMENT AT CAROLINE STREET (SOUTH OF 20TH STREET), COMPLETE-IN-PLACE	SY	372	Six DOLLARS AND No CENTS	6 00	2,232.00
6	104	REMOVE AND DISPOSE OF EXISTING 6-INCH THICK CONCRETE AT MACKEY DRIVE, COMPLETE-IN-PLACE	SY	58	Six DOLLARS AND No CENTS	6 00	348 00
7	530	DEMOLISH AND REMOVE CONCRETE ADA LANDING AT FM 646 RIGHT-OF-WAY, COMPLETE	SY	5	Six DOLLARS AND No CENTS	6 00	30 00
8	132	EMBANKMENT, INCLUDING PLACEMENT OF FILL AND COMPACTION TO 95% STANDARD PROCTOR DENSITY, COMPLETE-IN-PLACE	CY	500	Twelve DOLLARS AND No CENTS	12.00	6,000 00
9	360	CONSTRUCTION OF 22-FOOT WIDE 8-INCH THICK CONCRETE PAVEMENT WITH NO. 6 LONGITUDINAL REBAR ON 9-INCH CENTERS AND NO 5 TRANSVERSE REBAR SPACED 48-INCH CENTERS; COMPLETE-IN-PLACE	SY	9,576	Thirty Nine DOLLARS AND Ten CENTS	39 10	374,421.60
10	260	LIME MANIPULATION, COMPLETE-IN-PLACE	SY	10,392	Two DOLLARS AND Fifty CENTS	2.50	25,980.00
11	264	LIME SLURRY (6%)	TON	135	One Hundred Forty Eight DOLLARS AND No CENTS	148.00	19,980.00
12	340	CONSTRUCTION OF 11-FOOT WIDE LEFT TURN LANE AT FM 646 (3-INCH ASPHALTIC PAVEMENT); COMPLETE-IN-PLACE	SY	16	Six Hundred DOLLARS AND No CENTS	600 00	9,600 00
13	247	PLACEMENT OF 18-INCHES OF COMPACTED THICKNESS BASE MATERIAL (TYPE A OR D - GRADE 1) AND COMPACTION TO 95% STANDARD PROCTOR DENSITY AT FM 646 COMPLETE-IN-PLACE.	SY	19	Twenty Two DOLLARS AND No CENTS	22 00	418 00
14	360	CONSTRUCTION OF 6-INCH THICK CONCRETE DRIVEWAY WITH NO 4 REBAR ON 12-INCH CENTERS EACH WAY, COMPLETE-IN-PLACE	SY	766	Thirty Eight DOLLARS AND No CENTS	38.00	29,108.00

ADDENDUM 1

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
15	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE; COMPLETE-IN-PLACE	SY	1	One Hundred DOLLARS AND No CENTS	100.00	100.00
16	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE, COMPLETE-IN-PLACE	SY	2	One Hundred DOLLARS AND No CENTS	100.00	200.00
17	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE, COMPLETE-IN-PLACE	SY	12	Sixty DOLLARS AND No CENTS	60.00	720.00
18	(GC)	HYDROMULCHING, COMPLETE-IN-PLACE	AC	2 25	Thirteen Hundred Thirty DOLLARS AND No CENTS	1,330.00	2,992.50
19	247	8-INCH THICK (MIN) BASE FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY ASPHALT LANE EXTENSION INCLUDING REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT, COMPLETE-IN-PLACE.	SY	3,080	Twelve No DOLLARS AND CENTS	12.00	36,960.00
20	300 301 320 334	1-1/2-INCH THICK ASPHALT PAVEMENT FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY LANE EXTENSION INCLUDING AND REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT, COMPLETE-IN-PLACE	TON	270	Ninety Four DOLLARS AND Forty Eight CENTS	94.48	25,509.60
21	666, 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND FM 646 INTERSECTION, COMPLETE-IN-PLACE	LS	1	Sixteen Hundred Fifty DOLLARS AND No CENTS	1,650.00	1,650.00

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0 66 MI)							
22	666, 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND 20TH STREET INTERSECTION, COMPLETE-IN-PLACE	LS	1	Nineteen Hundred DOLLARS AND No CENTS	1,900.00	1,900 00
23	666, 668, 672	STRIPING FOR CENTER LINE AND EDGE OF LANE FOR CAROLINE STREET, COMPLETE-IN-PLACE	LS	1	Eight Six Hundred DOLLARS AND No CENTS	8,600.00	8,600.00
SUBTOTAL - ROADWAY & PAVEMENT			Five Hundred Seventy		Seven Thousand One Hundred Twenty Four DOLLARS AND Seventy CENTS	$ 577,124.70	
TOTAL BASE BID			Seven Hundred Fifty Six		Thousand Four Hundred Seventy Five DOLLARS AND Seventy CENTS	$ 756,475.70	
ADD ALTERNATE							
1	688	REPAIR/REPLACE VEHICLE LOOP DETECTOR, INCLUDING SAWCUTS, INSTALLATION OF NO. 14 A W G LOOP WIRE, FOAM BACKER, SEALANT AND CONDUIT COMPLETE-IN-PLACE	LF	82	Sixteen DOLLARS AND No CENTS	16.00	1,312.00
TOTAL BID			Seven Hundred Fifty		Seven Thousand Seven Hundred Eight Seven DOLLARS AND Seventy CENTS	$ 757,787.70	

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

INCIDENTALS

All items of work required under this contract not specifically called for in the proposal as pay items shall be cosidered 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 $ 341,004.47

The cost of labor, profit, materials

Not in-place and all other charges $ 416,783.24

TOTAL: (Must agree with bid) $ 757,787.70

ADDENDUM 1

BID NUMBER B111025

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT, 2008 ROAD BOND PROGRAM, GALVESTON COUNTY, TEXAS
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	Will Cravens
TITLE	Vice President
ADDRESS	11603 Windfern, Suite C
CITY, STATE	Houston, Tx
ZIP	77064
TELEPHONE	713-300-1530
FAX NO	713-300-1531
DATE	1-13-11
TAX I.D. No.	383424695

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
SITE WORK							
1	500	SITEWORK - MOBILIZATION (LIMITED TO 5% OF BID)	LS	1	forty one thousand DOLLARS AND no CENTS	41000.00	41000.00
2	100	PREPARE RIGHT-OF-WAY INCLUDING DRIVEWAYS, MISCELLANEOUS STONE, SIDEWALKS, DRAINAGE STRUCTURES, SCRAP IRON AND DEBRIS, COMPLETE.	STA	35.1	one thousand DOLLARS AND no CENTS	1000.00	35100.00
3	502	BARRICADES, SIGNS AND TRAFFIC HANDLING; COMPLETE-IN-PLACE.	MO	3	three thousand DOLLARS AND no CENTS	3000.00	9000.00
4	SEE PLANS	48"x48" COUNTY OF GALVESTON COUNTY PROJECT SIGN; COMPLETE-IN-PLACE	LS	1	one thousand six hundred DOLLARS AND no CENTS	1600.00	1600.00
5	GC	REGRADE EXISTING ROADSIDE DITCH; SUITABLE EXCESS EXCAVATED MATERIAL MAY BE PLACED TO BACKFILL PAVEMENT EDGES AND COMPACTED TO 95% STANDARD PROCTOR DENSITY OR REMOVED FROM PROJECT BY CONTRACTOR, COMPLETE-IN-PLACE	LF	5,684	five DOLLARS AND no CENTS	5.00	28420.00
6	464	INSTALLATION OF 18-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	211	Sixty six DOLLARS AND no CENTS	66.00	13926.00
7	464	INSTALLATION OF 24-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	748	Seventy one DOLLARS AND no CENTS	71.00	53108.00
8	464	INSTALLATION OF 30-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	314	eighty four DOLLARS AND no CENTS	84.00	26376.00
9	464	INSTALLATION OF 36-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	80	one hundred ten DOLLARS AND no CENTS	110.00	8800.00
10	464	INSTALLATION OF 48-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	128	one hundred forty five DOLLARS AND no CENTS	145.00	18560.00

ADDENDUM 1

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
11	467	INSTALLATION OF 24-INCH SAFETY END TREATMENT INCLUDING CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	EA	1	six hundred DOLLARS AND no CENTS	600.00	600.00
12		INSTALLATION OF SPECIAL JUNCTION BOX; COMPLETE-IN-PLACE	EA	1	ten thousand DOLLARS AND no CENTS	10000.00	10000.00
13	560	MAILBOX ASSEMBLIES INCLUDING TEMPORARY RELOCATING MAILBOX ASSEMBLIES, PROVIDING PORTABLE MAILBOX STANDS, AND INSTALLING PERMANENT NEW STANDARD MAIL BOXES. COMPLETE-IN-PLACE.	LS	1	four thousand DOLLARS AND no CENTS	4000.00	4000.00
14	540	METAL BEAM GUARDRAIL WITH GUARDRAIL DELINEATOR MARKER SIGNS; COMPLETE-IN-PLACE.	LF	80	forty DOLLARS AND no CENTS	40.00	3200.00
15	637	STOP SIGN - COMPLETE-IN-PLACE.	EA	2	four hundred twenty DOLLARS AND no CENTS	420.00	840.00
16	637	STOP SIGN WITH STREET SIGNS - COMPLETE-IN-PLACE.	EA	5	four hundred twenty DOLLARS AND no CENTS	420.00	2100.00
17	637	30 MPH SPEED LIMIT SIGN - COMPLETE-IN-PLACE.	EA	4	two hundred eighty DOLLARS AND no CENTS	280.00	1120.00
18	637	RELOCATE EXISTING TxDOT ROAD SIGN, COMPLETE-IN-PLACE.	EA	1	one hundred ten DOLLARS AND no CENTS	110.00	110.00
SUBTOTAL - SITE WORK					two hundred fifty seven thousand ~~DOLLARS~~ AND eight hundred sixty dollars ~~CENTS~~ no cents	$ 257,860.00	
STORM WATER POLLUTION PREVENTION PLAN							
1	SEE PLANS	STORM WATER POLLUTION PREVENTION PLAN; COMPLETE-IN-PLACE	LS	1	three thousand DOLLARS AND no CENTS	3000.00	3000.00
SUBTOTAL - STORM WATER POLLUTION PREVENTION PLAN					three thousand DOLLARS AND no CENTS	$ 3000.00	
ROADWAY & PAVEMENT							
1	SEE PLANS	SAW CUT EXISTING ASPHALTIC ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING ASPHALTIC PAVEMENT; COMPLETE-IN-PLACE	LF	109	six DOLLARS AND no CENTS	6.00	654.00
2	SEE PLANS	SAW CUT EXISTING CONCRETE ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING CONCRETE PAVEMENT; COMPLETE-IN-PLACE	LF	22	six DOLLARS AND no CENTS	6.00	132.00

ADDENDUM

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
3	SEE PLANS	SAW CUT EXISTING EDGE OF ASPHALT ROADWAY AT FM 646 INTERSECTION FOR ADDITION OF LEFT TURN LANE; COMPLETE-IN-	LF	25	six DOLLARS AND no CENTS	6.00	150.00
4	105	REMOVE AND DISPOSE OF ASPHALT PAVING, COURSE BASE AND SUBGRADE MATERIALS (0" TO 8" DEPTH); COMPLETE	SY	9,865	two DOLLARS AND no CENTS	2.00	19730.00
5	104	REMOVE AND DISPOSE OF EXISTING 8-INCH THICK CONCRETE PAVEMENT AT CAROLINE STREET (SOUTH OF 20TH STREET); COMPLETE-IN-PLACE	SY	372	two DOLLARS AND no CENTS	2.00	744.00
6	104	REMOVE AND DISPOSE OF EXISTING 6-INCH THICK CONCRETE AT MACKEY DRIVE, COMPLETE-IN-PLACE	SY	58	two DOLLARS AND no CENTS	2.00	116.00
7	530	DEMOLISH AND REMOVE CONCRETE ADA LANDING AT FM 646 RIGHT-OF-WAY, COMPLETE	SY	5	five DOLLARS AND no CENTS	5.00	25.00
8	132	EMBANKMENT, INCLUDING PLACEMENT OF FILL AND COMPACTION TO 95% STANDARD PROCTOR DENSITY; COMPLETE-IN-PLACE	CY	500	Sixteen DOLLARS AND no CENTS	17.00	8500.00
9	360	CONSTRUCTION OF 22-FOOT WIDE 8-INCH THICK CONCRETE PAVEMENT WITH NO. 6 LONGITUDINAL REBAR ON 9-INCH CENTERS AND NO 5 TRANSVERSE REBAR SPACED 48-INCH CENTERS; COMPLETE-IN-PLACE	SY	9,576	thirty five DOLLARS AND ninety CENTS	35.90	343778.40
10	260	LIME MANIPULATION; COMPLETE-IN-PLACE	SY	10,392	four DOLLARS AND no CENTS	4.00	41568.00
11	264	LIME SLURRY (6%)	TON	135	one hundred fifty five DOLLARS AND no CENTS	155.00	20925.00
12	340	CONSTRUCTION OF 11-FOOT WIDE LEFT TURN LANE AT FM 646 (3-INCH ASPHALTIC PAVEMENT), COMPLETE-IN-PLACE	SY	16	Sixty DOLLARS AND no CENTS	60.00	960.00
13	247	PLACEMENT OF 18-INCHES OF COMPACTED THICKNESS BASE MATERIAL (TYPE A OR D - GRADE 1) AND COMPACTION TO 95% STANDARD PROCTOR DENSITY AT FM 646 COMPLETE-IN-PLACE.	SY	19	one hundred DOLLARS AND no CENTS	100.00	1900.00
14	360	CONSTRUCTION OF 6-INCH THICK CONCRETE DRIVEWAY WITH NO 4 REBAR ON 12-INCH CENTERS EACH WAY; COMPLETE-IN-PLACE	SY	766	fifty five DOLLARS AND no CENTS	55.00	42130.00

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507 64 LF - 0.66 MI)							
15	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE, COMPLETE-IN-PLACE	SY	1	one hundred fifty DOLLARS AND no CENTS	150.00	150.00
16	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE, COMPLETE-IN-PLACE	SY	2	one hundred fifty DOLLARS AND no CENTS	150.00	300.00
17	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE, COMPLETE-IN-PLACE	SY	12	one hundred fifty DOLLARS AND no CENTS	150.00	1800.00
18	(GC)	HYDROMULCHING, COMPLETE-IN-PLACE	AC	2 25	one thousand six hundred DOLLARS AND no CENTS	1600.00	3600.00
19	247	8-INCH THICK (MIN) BASE FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY ASPHALT LANE EXTENSION INCLUDING REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT, COMPLETE-IN-PLACE	SY	3,080	eighteen DOLLARS AND no CENTS	18.00	55440.00
20	300 301 320 334	1-1/2-INCH THICK ASPHALT PAVEMENT FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY LANE EXTENSION INCLUDING AND REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT COMPLETE-IN-PLACE	TON	270	one hundred DOLLARS AND no CENTS	100.00	27000.00
21	666, 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND FM 646 INTERSECTION, COMPLETE-IN-PLACE	LS	1	one thousand six hundred DOLLARS AND no CENTS	1600.00	1600.00

ADDENDUM 1

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0 66 MI)							
22	666, 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND 20TH STREET INTERSECTION COMPLETE-IN-PLACE	LS	1	one thousand nine hundred DOLLARS AND no CENTS	1900.00	1900.00
23	666, 668, 672	STRIPING FOR CENTER LINE AND EDGE OF LANE FOR CAROLINE STREET, COMPLETE-IN-PLACE	LS	1	eight thousand six hundred DOLLARS AND no CENTS	8600.00	8600.00
SUBTOTAL - ROADWAY & PAVEMENT					five hundred eighty one thousand ~~DOLLARS AND~~ seven hundred two dollars ~~CENTS~~ forty cents	$581,702.40	
TOTAL BASE BID					eight hundred forty two thousand ~~DOLLARS AND~~ five hundred sixty two dollars ~~CENTS~~ forty cents	$842,562.40	
ADD ALTERNATE							
1	688	REPAIR/REPLACE VEHICLE LOOP DETECTOR, INCLUDING SAWCUTS, INSTALLATION OF NO 14 A W G LOOP WIRE FOAM BACKER, SEALANT AND CONDUIT, COMPLETE-IN-PLACE	LF	82	thirteen DOLLARS AND no CENTS	13.00	8944.00
TOTAL BID					eight hundred fifty one thousand ~~DOLLARS AND~~ five hundred six dollars ~~CENTS~~ forty cents	$851,506.40	

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.

INCIDENTALS

All items of work required under this contract not specifically called for in the proposal as pay items shall be cosidered 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 $ 510903.84

The cost of labor, profit, materials

Not in-place and all other charges $ 340,602.56

TOTAL: (Must agree with bid) $ 851,506.40

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: February 8, 2011

Re: Caroline Street Pavement Reconstruction Project

Cc: Dwight Sullivan

On January 26, 2011 the Commissioners' Court (agenda item no. 7a) 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

CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT 2008 ROAD BOND PROGRAM GALVESTON COUNTY, TEXAS

RECORD SET

Contractor: _____ Date: 2/8/11

Engineer: _____ Date: 1/26/11

Owner: _____ Date: _____

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COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT 2008 ROAD BOND PROGRAM GAVESTON COUNTY, TEXAS

STATE OF TEXAS
RANDALL J LISKA
89374
LICENSED
PROFESSIONAL ENGINEER

Randall Liska, P.E.
Engineer December 16, 2010

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SECTION	I	Invitation to Bid General Provisions Vendor Qualification Packet Instructions to Bidders
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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 #. B111025
OPEN: 01/13/2011
2:00 PM

INVITATION TO BID
CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT
GALVESTON COUNTY, TEXAS

BID #B111025

The County of Galveston solicits bids on the following project

Contract to furnish labor, equipment, materials and incidentals as required for.
Bid #B111025, Caroline Street Pavement Reconstruction Project

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 **01/13/2011** 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 **01/13/2011 at 2.00 PM** in the Purchasing Agents office located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth (5th) Floor, Galveston, Texas 77550

All bids must be marked on the outside of the envelope
Bid #B, Caroline Street Pavement Reconstruction Project

Bidder's name and return address should be on the outside of the envelope

Plans and specifications may be obtained from the office of Shelmark Engineering, LLC, 8419 EF Lowry Expressway, Suite 120, Texas City, Texas 77591, (409) 935-9986

A $50 00 non refundable deposit shall be required for each set of plans and specifications

Bids will be either lump sum or unit prices as shown on the bid 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
CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package Bids must be submitted in ***sets of five (5), one (1) original and four (4) copies,*** *on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance

All questions regarding this Invitation to Bid must be submitted in writing to

Rufus G. Crowder, CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all bids This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications

Please carefully review this Invitation to Bid It provides specific information necessary to aid participating firms in formulating a thorough response.

3. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made The envelope will then be resealed No liability will attach to a County office or employee for the premature opening of a bid If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list

4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date

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5. **REJECTION OF BIDS**
The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

6. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**
It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

7. **SUBSTITUTES**
It is not the County's intent to discriminate against any materials of equal merit to those specified, however, no substitutions are allowed for this bid unless specific instructions are included in the Special Provision section that allow alternate substitutions. Should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. **EXCEPTIONS TO BID**
No exceptions to this bid are allowed unless specific instructions are included in the Special Provision section that allow exceptions to the bid conditions Otherwise, Bidders must adhere to the specifications when completing their submittals

9. **PRICING**
Bids will be either lump sum or unit prices as shown on the bid sheet The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your bid

Cash discount must be shown on bid, otherwise prices will be considered net Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court

10 **PROCUREMENT CARD PROGRAM**
The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date If your company will accept payment via credit card (Visa, MasterCard), please notate this in you bid submittal

11. **TAX EXEMPTION**
Any resultant purchase orders are issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise, and use taxes pursuant to sections 151 309 – 151 311, of the Texas Tax Code The contractor performing this contract may purchase all materials, and supplies, used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9307 in lieu of tax Any such exemption certificate issued by the Contractor in lieu of tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended As a general rule, a vendor is not required to pay state sales tax on goods purchased that are totally incorporated into or consumed by the public improvements Certificates may be issued upon request

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12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid

A request for a pass through cost does not guarantee that one will be granted Vendors must submit such information on each request as is required by the County Purchasing Agent The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made No more than one pass through adjustment will be permitted per year

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by bidder guaranteeing authenticity Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid The prices proposed will be considered firm and cannot be altered after the submission deadline

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items The Commissioners' Court shall be the sole judge in the determination of these matters

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

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The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent

15. RESULTANT CONTRACT

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal

16. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth

17. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received

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Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract

18. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early

19. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations

20. ESTIMATED QUANTITIES

Any reference to quantities shown in the Invitation to Bid are an estimate only Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements

21. CONTRACTOR INVESTIGATION

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation

22. NO COMMITMENT BY COUNTY OF GALVESTON

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies

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23. SINGLE BID RESPONSE

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable

24. REJECTION/DISQUALIFICATION OF BIDS

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes

A. Failure to use the bid form(s) furnished by the County, if applicable
B Lack of signature by an authorized representative that can legally bind the company on the bid form
C Failure to properly complete the bid
D. Bids that do not meet the mandatory requirements
E Evidence of collusion among bidders

25. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids Such revisions and amendments, if any, shall be announced by amendments to the solicitation Copies of such amendments shall be furnished to all prospective contractors Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening of bids

26. BID DISCLOSURES

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received Violations of this provision may result in the rejection of a bid

27. PROTEST

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent The decision of the Court will be final The Court need not consider protests unless this procedure is followed

28. WITHDRAWAL OF BID

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids

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29. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

30. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums

A For damages arising out of bodily injury to or death of one person in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS
B For damages arising out of bodily injury to or death of two or more persons in any one accident –
THREE HUNDRED THOUSAND AND NO/100 ($300,000 00) DOLLARS
C For any injury to or destruction of property in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

31. BID BOND

Each bidder will be required to furnish with their bid a Cashier's or Certified Check from any bank with in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston The certified check or bid bond will be returned to the unsuccessful bidder(s) and to the successful bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates

The bid bond or check will be forfeited to the County as liquidated damages should the successful bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid

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32. PERFORMANCE AND PAYMENT BOND(S)

V T C A , Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of $100,000) and a Payment Bond (for contracts in excess of $25,000), to be provided by the Contractor Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company The bond(s) will remain in full force and effect until final completion and acceptance of the work

The bond(s) are to be made payable to the County of Galveston They shall be written on forms provided by the surety for public works projects in Texas A surety licensed to do business in the state of Texas must execute the bond

Bidders should familiarize themselves with the entire provisions of V T C A , Chapter 2253 and the penalties provided for its violation before submitting their bid

33. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www co galveston tx us

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http //www ethics state tx us/whatsnew/conflict_forms htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

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It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

34. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties Any prior agreement, promise, negotiation or representation not expressly set fourth in this contract has no force or effect Any subsequent modification to this contract must be in writing, signed by both parties

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court

35. NON-COLLUSIONAFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the 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:	AAA Asphalt Paving Inc.
Attention Line:	Michael D. Hoffman

2.

Physical Address:	10526 Tanner Rd.		
City:	Houston	State: TX	Zip+4: 77041

3.

Billing / Remit Address:	" "	" "	
City:	" "	State: " "	Zip+4 " "

4.

Main Contact Person:	Michael D. Hoffman
Main Phone Number:	713-896-7373
Fax Number:	713-896-8889
E-mail Address:	Mikeh@aaa-asphalt.com

Areas below are for County use only.

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above AAA Asphalt Paving Inc.

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.) 10526 Tanner Rd.

Requester's name and address (optional)

City, state, and ZIP code Houston TX 77041

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number 76-0451285-9

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 ▶ Michael D. Hoff Date ▶ 1-13-11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7)

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes

If you are a U S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U S law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176 001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

Michael D. Huff

Signature of person doing business with the governmental entity

1-13-11

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

ADDENDUM 1

BID NUMBER 611025

COPY

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT, 2008 ROAD BOND PROGRAM, GALVESTON COUNTY, TEXAS
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. Hoff
PRINT NAME	Michael D. Hoffman
TITLE	President
ADDRESS	10526 Tanner Rd.
CITY, STATE	Houston, Tx 77041
ZIP	77041
TELEPHONE	713.896.7373
FAX NO	713.896.8889
DATE	Jan. 13, 2011
TAX I.D. No.	760451285-9

Received Time Jan. 12. 2011 5:04PM No. 8662

BID FORM

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
SITE WORK							
1	500	SITEWORK - MOBILIZATION (LIMITED TO 5% OF BID)	LS	1	Twelve thousand DOLLARS AND NO CENTS	12,000.00	12,000.00
2	100	PREPARE RIGHT-OF-WAY INCLUDING DRIVEWAYS, MISCELLANEOUS STONE, SIDEWALKS, DRAINAGE STRUCTURES, SCRAP IRON AND DEBRIS, COMPLETE.	STA	35.1	Twohundred fifty DOLLARS AND NO CENTS	250.00	8775.00
3	502	BARRICADES, SIGNS AND TRAFFIC HANDLING, COMPLETE-IN-PLACE.	MO	3	Eight hundred thirty five DOLLARS AND NO CENTS	835.00	2505.00
4	SEE PLANS	48"x48" COUNTY OF GALVESTON COUNTY PROJECT SIGN; COMPLETE-IN-PLACE	LS	1	One thousand five hundred DOLLARS AND NO CENTS	1,500.00	1500.00
5	GC	REGRADE EXISTING ROADSIDE DITCH; SUITABLE EXCESS EXCAVATED MATERIAL MAY BE PLACED TO BACKFILL PAVEMENT EDGES AND COMPACTED TO 95% STANDARD PROCTOR DENSITY OR REMOVED FROM PROJECT BY CONTRACTOR, COMPLETE-IN-PLACE	LF	5,684	Eight DOLLARS AND NO CENTS	8.00	45,472.00
6	464	INSTALLATION OF 18-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON), BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	211	Thirty DOLLARS AND NO CENTS	30.00	6,330.00
7	464	INSTALLATION OF 24-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	748	Forty DOLLARS AND NO CENTS	40.00	29,920.00
8	464	INSTALLATION OF 30-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON); BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	314	Fifty DOLLARS AND NO CENTS	50.00	15,700.00
9	464	INSTALLATION OF 36-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON), BEDDING AND BACKFILL; COMPLETE-IN-PLACE	LF	80	Sixty five DOLLARS AND NO CENTS	65.00	5,200.00
10	464	INSTALLATION OF 48-INCH RCP CULVERT INCLUDING PIPE AND CEMENT STABILIZED SAND (1.5 SACK/TON), BEDDING AND BACKFILL, COMPLETE-IN-PLACE	LF	128	Ninety five DOLLARS AND NO CENTS	95.00	12,160.00

Received Time Jan. 12. 2011 5:04PM No. 8662

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
11	467	INSTALLATION OF 24-INCH SAFETY END TREATMENT INCLUDING CEMENT STABILIZED SAND (1 5 SACK/TON); BEDDING AND BACKFILL; COMPLETE-IN-PLACE	EA	1	One thousand two hundred DOLLARS AND NO CENTS	1,200.00	1,200.00
12		INSTALLATION OF SPECIAL JUNCTION BOX; COMPLETE-IN-PLACE	EA	1	Nineteen thousand DOLLARS AND NO CENTS	19,000.00	19,000.00
13	560	MAILBOX ASSEMBLIES INCLUDING TEMPORARY RELOCATING MAILBOX ASSEMBLIES, PROVIDING PORTABLE MAILBOX STANDS, AND INSTALLING PERMANENT NEW STANDARD MAIL BOXES. COMPLETE-IN-PLACE	LS	1	Four thousand two hundred DOLLARS AND NO CENTS	4,200.00	4,200.00
14	540	METAL BEAM GUARDRAIL WITH GUARDRAIL DELINEATOR MARKER SIGNS; COMPLETE-IN-PLACE.	LF	80	Sixty four DOLLARS AND NO CENTS	64.00	5,120.00
15	637	STOP SIGN - COMPLETE-IN-PLACE.	EA	2	Four hundred forty five DOLLARS AND NO CENTS	445.00	890.00
16	637	STOP SIGN WITH STREET SIGNS - COMPLETE-IN-PLACE.	EA	5	Four hundred forty five DOLLARS AND NO CENTS	445.00	2,225.00
17	637	30 MPH SPEED LIMIT SIGN - COMPLETE-IN-PLACE.	EA	4	Four hundred forty five DOLLARS AND NO CENTS	445.00	1,780.00
18	637	RELOCATE EXISTING TXDOT ROAD SIGN, COMPLETE-IN-PLACE	EA	1	Two hundred ninety five DOLLARS AND NO CENTS	295.00	295.00
SUBTOTAL - SITE WORK					One hundred sixty three thousand four hundred seventy two DOLLARS AND NO CENTS	$ 163,472.00	
STORM WATER POLLUTION PREVENTION PLAN							
1	SEE PLANS	STORM WATER POLLUTION PREVENTION PLAN; COMPLETE-IN-PLACE	LS	1	Seven thousand nine hundred fifty DOLLARS AND NO CENTS	7,950.00	7,950.00
SUBTOTAL - STORM WATER POLLUTION PREVENTION PLAN					Seven thousand nine hundred fifty DOLLARS AND NO CENTS	$ 7950.00	
ROADWAY & PAVEMENT							
1	SEE PLANS	SAW CUT EXISTING ASPHALTIC ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING ASPHALTIC PAVEMENT, COMPLETE-IN-PLACE	LF	109	Five DOLLARS AND NO CENTS	5.00	545.00
2	SEE PLANS	SAW CUT EXISTING CONCRETE ROADWAY AT INTERSECTIONS FOR REMOVAL OF EXISTING CONCRETE PAVEMENT, COMPLETE-IN-PLACE.	LF	22	Eight DOLLARS AND fifty CENTS	8.50	187.00

Received Time Jan. 12. 2011 5:04PM No. 8662

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
3	SEE PLANS	SAW CUT EXISTING EDGE OF ASPHALT ROADWAY AT FM 646 INTERSECTION FOR ADDITION OF LEFT TURN LANE, COMPLETE-IN-	LF	25	Ten DOLLARS AND NO CENTS	10.00	250.00
4	105	REMOVE AND DISPOSE OF ASPHALT PAVING, COURSE BASE AND SUBGRADE MATERIALS (0" TO 8" DEPTH); COMPLETE	SY	9,865	Thrie DOLLARS AND fifty CENTS	3.50	34,527.50
5	104	REMOVE AND DISPOSE OF EXISTING 8-INCH THICK CONCRETE PAVEMENT AT CAROLINE STREET (SOUTH OF 20TH STREET); COMPLETE-IN-PLACE	SY	372	Six DOLLARS AND fifty CENTS	6.50	2,418.00
6	104	REMOVE AND DISPOSE OF EXISTING 6-INCH THICK CONCRETE AT MACKEY DRIVE. COMPLETE-IN-PLACE	SY	58	Five DOLLARS AND fifty CENTS	5.50	319.00
7	530	DEMOLISH AND REMOVE CONCRETE ADA LANDING AT FM 646 RIGHT-OF-WAY, COMPLETE	SY	5	Seven DOLLARS AND NO CENTS	7.00	35.00
8	132	EMBANKMENT, INCLUDING PLACEMENT OF FILL AND COMPACTION TO 95% STANDARD PROCTOR DENSITY; COMPLETE-IN-PLACE	CY	500	Thirteen DOLLARS AND NO CENTS	13.00	6,500.00
9	360	CONSTRUCTION OF 22-FOOT WIDE 8-INCH THICK CONCRETE PAVEMENT WITH NO 6 LONGITUDINAL REBAR ON 9-INCH CENTERS AND NO. 5 TRANSVERSE REBAR SPACED 48-INCH CENTERS, COMPLETE-IN-PLACE	SY	9,576	Thirty four DOLLARS AND fifty CENTS	34.50	330,372.00
10	260	LIME MANIPULATION, COMPLETE-IN-PLACE	SY	10,392	Thrie DOLLARS AND NO CENTS	3.00	31,176.00
11	264	LIME SLURRY (6%)	TON	135	One hundred forty five DOLLARS AND NO CENTS	145.00	19,575.00
12	340	CONSTRUCTION OF 11-FOOT WIDE LEFT TURN LANE AT FM 646 (3-INCH ASPHALTIC PAVEMENT); COMPLETE-IN-PLACE	SY	16	One hundred forty five DOLLARS AND NO CENTS	145.00	2320.00
13	247	PLACEMENT OF 18-INCHES OF COMPACTED THICKNESS BASE MATERIAL (TYPE A OR D - GRADE 1) AND COMPACTION TO 95% STANDARD PROCTOR DENSITY AT FM 646. COMPLETE-IN-PLACE.	SY	19	Seventy five DOLLARS AND NO CENTS	75.00	1425.00
14	360	CONSTRUCTION OF 6-INCH THICK CONCRETE DRIVEWAY WITH NO. 4 REBAR ON 12-INCH CENTERS EACH WAY, COMPLETE-IN-PLACE	SY	766	Forty five DOLLARS AND NO CENTS	45.00	34,470.00

Received Time Jan. 12. 2011 5:04PM No. 8662

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
15	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE, COMPLETE-IN-PLACE	SY	1	Four hundred fifty DOLLARS AND NO CENTS	450.00	450.00
16	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE: COMPLETE-IN-PLACE	SY	2	Four hundred fifty DOLLARS AND NO CENTS	450.00	900.00
17	360 361	CONSTRUCTION OF NEW 8-INCH CONCRETE PAVEMENT AT DAMAGED LOCATIONS ON CAROLINE STREET INCLUDING SAW CUTTING PAVEMENT, REMOVAL AND REPLACEMENT OF EXISTING 6-INCH CONCRETE WITH 8-INCH CONCRETE PAVEMENT ON A COMPACTED SUBGRADE, COMPLETE-IN-PLACE	SY	12	Four hundred fifty DOLLARS AND NO CENTS	450.00	5400.00
18	(GC)	HYDROMULCHING; COMPLETE-IN-PLACE	AC	2.25	One thousand two DOLLARS AND NO CENTS	1200.00	2700.00
19	247	8-INCH THICK (MIN) BASE FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY ASPHALT LANE EXTENSION INCLUDING REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT, COMPLETE-IN-PLACE	SY	3,080	Fourteen DOLLARS AND fifty CENTS	14.50	44,660.00
20	300 301 320 334	1-1/2-INCH THICK ASPHALT PAVEMENT FOR CONSTRUCTION OF 4-FOOT WIDE TEMPORARY LANE EXTENSION INCLUDING AND REMOVAL AND DISPOSAL OF MATERIAL OFFSITE AT COMPLETION OF PROJECT; COMPLETE-IN-PLACE.	TON	270	Seventy seven DOLLARS AND fifty CENTS	77.50	20,925.00
21	666, 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND FM 646 INTERSECTION; COMPLETE-IN-PLACE	LS	1	One thousand six hundred DOLLARS AND NO CENTS	1600.00	1600.00

Received Time Jan. 12. 2011 5:04PM No. 8662

CAROLINE STREET BOND PROJECT - GALVESTON COUNTY, TEXAS

BID FORM

ITEM NO	SPEC NO	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
CAROLINE STREET (3,507.64 LF - 0.66 MI)							
22	666, 668, 672	STRIPING AND PAVEMENT MARKERS FOR LEFT TURN LANE AT CAROLINE STREET AND 20TH STREET INTERSECTION; COMPLETE-IN-PLACE	LS	1	One thousand eight hundred twenty five DOLLARS AND NO CENTS	1825.00	1825.00
23	666, 668, 672	STRIPING FOR CENTER LINE AND EDGE OF LANE FOR CAROLINE STREET, COMPLETE-IN-PLACE	LS	1	Eight thousand two hundred fifteen DOLLARS AND NO CENTS	8215.00	8215.00
SUBTOTAL - ROADWAY & PAVEMENT			Five hundred fifty thousand seven hundred ninety four DOLLARS AND fifty CENTS			$ 550,794.50	
TOTAL BASE BID			Seven hundred thirty three thousand sixteen DOLLARS AND fifty CENTS			$ 733,016.50	
ADD ALTERNATE							
1	688	REPAIR/REPLACE VEHICLE LOOP DETECTOR, INCLUDING SAWCUTS, INSTALLATION OF NO. 14 A.W.G. LOOP WIRE, FOAM BACKER, SEALANT AND CONDUIT, COMPLETE-IN-PLACE	LF	82	Twenty five DOLLARS AND NO CENTS	25.00	2050.00
TOTAL BID			Seven hundred thirty five thousand sixty six DOLLARS AND fifty CENTS			$ 735,066.50	

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.

Received Time Jan. 13. 2011 8:58AM No. 8677

INCIDENTALS

All items of work required under this contract not specifically called for in the proposal as pay items shall be cosidered 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 $ 376,877.00

The cost of labor, profit, materials

Not in-place and all other charges $ 358,189.50

TOTAL: (Must agree with bid) $ 735,066.50

CONTRACT AWARD

CONTRACT FOR: CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT, 2008 ROAD BOND PROGRAM, GALVESTON COUNTY, TEXAS

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 1068

Bid No B111025

Contractor AHA Asphalt Paving, Inc.

The Specifications and Drawings are enumerated as follows

Standard Specifications **Standard Specifications for Construction and Maintenance Of Highways, Streets and Bridges; adopted by the Texas Department Of Transportation, June 2004**

Special Provisions: **To Items 1 thru 9**

Special Items 110 (GC) Excavation
164 (GC) Seeding and Fertilizing for Erosion Control
Texas Department of Transportation Permit #10-1573 RD

DRAWINGS **A0.01-A0.03, C1.01-C1.05, P2 01-P2.04, D3.01-PED 05 AND TR4.01-TR4.08**

ADDENDA Addendum #1 & Addendum #2

A0 01 – Title Sheet
A0 02 – General Notes
A0 03 – Legend Abbreviations
C1 01 – Site Plan
C1 01A – Site Plan
C1 02 – Demolition Plan
C1 02A – Demolition Plan
C1 03 – SWPPP
C1 03A – SWPPP
C1 04 – Striping Plan
C1 04A – Striping Plan
C1 04B – Striping Plan
C1 04C – Striping Plan
C1 04D – TxDOT Street Tie-in Plan
C1 05 – Road Cross-sections
C1 05A – Road Cross-sections
C1 06 – Concrete Pavement Repair Location Plan
D3 01 – Details
D3 02 – Storm Sewer Junction Box
D3 03 – Storm Sewer Junction Box Details
D3 04 – Metal Beam Guard Fence
CRCP(1)-9 – Continuously Reinforced Concrete Pavement
E-2 Check Dam Details for Erosion Eel
FDR(CP)-05 – Full Depth Repair for Concrete Pavement
JS 94 – Concrete Paving Details Joint Seal
LD(1)-03 Loop Detector Installation Detail
MB-09(1) Sheet 1 – Mailbox Mounting and Spacing
MB-09(1) Sheet 2 – Mailbox Bracket Connecting Details
MB-09(1) Sheet 3 – Mailbox Support/Foundation
MB-09(1) Sheet 4 – Table of DHT Numbers
MB-09(2) – Mailbox Side Road Placement and Turnout
PED 05 Sheet 1 – Pedestrian Facilities – General Notes
PED-05 Sheet 2 – Pedestrian Facilities - Sidewalks
PED-05 Sheet 3 – Pedestrian Facilities – Intersection Layouts
TR4 01 – Traffic Control Plan
TR4 02 – Traffic Control Plan
TR4 03 – Traffic Control Plan
TR4 04 – Traffic Control Plan
TR4 05 – Traffic Control Plan
TR4 06 – Traffic Control Plan
TR4 07 – Traffic Control Plan
TR4 08 – Traffic Control Plan

Contract Award (continued)

Sections I (Invitation to Bid; General Provisions; Instructions to Bidders; Vendor Qualification Packet), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), IV (General Terms and Conditions), V (Specifications) and VI (Plans) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 120 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of Seven hundred thirty five thousand sixty six Dollars and 50/100 ($ 735,066.50), 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 1/26, 2011.

EXECUTED this 10th day of February, 2011

COUNTY OF GALVESTON, TEXAS

BY: Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan, County Clerk

By: Deputy

CONTRACTOR
AAA Asphalt Paving Inc.

BY: President
Signature - Title

Michael D. Hoffman
Printed Name

SHELMARK
ENGINEERING, L.L.C.
CIVIL | MARINE | PLANNING | STRUCTURAL

8419 Emmott F Lowry Expy., Suite 120 | Texas City, TX 77591

ADDENDUM NO. 1

PROJECT: Galveston County Caroline Street Pavement Reconstruction Project
Galveston County, Texas

BID DATE: Thursday, January 13, 2011 Time: 2:00 pm

FROM: Randall J Liska, P.E.
Shelmark Engineering, LLC
8419 E. F. Lowry Expressway - Suite 120
Texas City, Texas 77574
Phone: 409-935-9986
Fax: 409-938-8706

TO: **All Prospective Bidders**

Addendum No. 1 is issued as follows:

I. Bid Form

1. The bid form for this project was inserted into the bid book two times. Delete all pages of the Bid Proposal from the Project Manual and use the attached Bid Proposal sheets .

STATE OF TEXAS
RANDALL J. LISKA
89374
LICENSED
PROFESSIONAL ENGINEER

Randall J. Liska, P.E. (Project Manager) (Seal)

END OF ADDENDUM NO. 1

Received Time Jan. 12. 2011 5:04PM No. 8662

SHELMARK
ENGINEERING, L.L.C.
CIVIL | MARINE | PLANNING | STRUCTURAL

8419 Emmett F Lowry Expy., Suite 120 | Texas City, TX 77591

ADDENDUM NO. 2

PROJECT: Galveston County Caroline Street Pavement Reconstruction Project
Galveston County, Texas

BID DATE: Thursday, January 13, 2011 Time 2:00 pm

FROM: Randall J Liska, P E
Shelmark Engineering, LLC
8419 E F. Lowry Expressway - Suite 120
Texas City, Texas 77574
Phone· 409-935-9986
Fax: 409-938-8706

TO: **All Prospective Bidders**

Addendum No 2 is issued as follows

I. Bid Form

1. Delete Page 37 from the Bid Proposal issued in Addendum 1 and use the attached Page 37 with the Bid Proposal

STATE OF TEXAS
RANDALL J LISKA
CS 374

Randall J Liska, P E (Project Manager)

(Seal)

END OF ADDENDUM NO. 2

Received Time Jan. 13. 2011 8:58AM No. 8677

Bond No. HSIFSU0546916

TEXAS STATUTORY PERFORMANCE BOND

(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS That **AAA ASPHALT PAVING, INC.**

(hereinafter called the Principal), as Principal, and **International Fidelity Insurance Company**

a corporation organized and existing under the laws of the State **NJ** licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter called the Surety), are held and firmly bound unto **Galveston County**

(hereinafter called the Obligee), in the amount of **SEVEN HUNDRED THIRTY FIVE THOUSAND SIXTY SIX AND 50/100** (Dollars), ($ **$735,066.50**) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators executors, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the **26th** day of **January**, **2011**, for

Caroline Street Pavement Reconstruction Project, 2008 Road Bond Program.

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and void, otherwise to remain in full force and effect,

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **7th** day of **February**, **2011**

ATTEST

By

PRINCIPAL **AAA ASPHALT PAVING, INC.**

By

Michael D Hoffman, President

APPROVED AS TO FORM

By

Obligee

SURETY **International Fidelity Insurance Company**

By

Scott D. Chapman, Attorney-in-Fact

Bond No. HSIFSU0546916

TEXAS STATUTORY PAYMENT BOND

(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS That **AAA ASPHALT PAVING, INC.**

(hereinafter called the Principal), as Principal, and **International Fidelity Insurance Company**,

a corporation organized and existing under the laws of the State of **NJ** licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter called the Surety), are held and firmly bound unto **Galveston County**

(hereinafter called the Obligee), in the amount of **SEVEN HUNDRED THIRTY FIVE THOUSAND SIXTY SIX AND 50/100** (Dollars), ($ **$735,066.50**) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the **26th** day of **January**, **2011**, for

Caroline Street Pavement Reconstruction Project, 2008 Road Bond Program.

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void, otherwise to remain in full force and effect,

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **7th** day of **February**, **2011**

ATTEST

By

PRINCIPAL **AAA ASPHALT PAVING, INC.**

By

Michael D Hoffman, President

SURETY **International Fidelity Insurance Company**

By

Scott D Chapman, Attorney-In-Fact

APPROVED AS TO FORM

By

Obligee

Tel (973) 624-7200

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS. That **INTERNATIONAL FIDELITY INSURANCE COMPANY,** a corporation organized and existing laws of the State of New Jersey and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

KEVIN MCQUAIN, RHESA F BOULTON, ELAINE LEWIS, ROSALYN D HASSELL, SCOTT D. CHAPMAN, JUSTIN MCQUAIN

The Woodlands, TX

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and

(2) To remove at any time any such attorney-in-fact and revoke the authority given

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April 1982 of which the following is a true excerpt

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer this 16th day of October A D 2007

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY;** that the seal affixed to said instrument is the Corporate Seal of said Company, that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company

CATHY VAZQUEZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7th day of February, 2011

Assistant Secretary

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at.

800-333-4167

You may also write to International Fidelity Insurance Company at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at·

800-252-3439

You may write the Texas Department of Insurance at:

P.O Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771
Web: http.//www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your Agent or International Fidelity Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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 Texas legal and regulatory requirements

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/8/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER
Brady, Chapman, Holland & Associates
10055 West Gulf Bank
Houston TX 77040

CONTACT NAME
PHONE (A/C, No, Ext) 713-688-1500 FAX (A/C, No) 713-688-7967
E-MAIL ADDRESS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A St. Paul Fire & Marine (Trave	24767
INSURER B Travelers Lloyds (Travelers)	41262
INSURER C Travelers Indemnity Co. (Trav	
INSURER D	
INSURER E	
INSURER F	

INSURED
AAA Asphalt Paving, Inc
10526 Tanner Road
Houston TX 77041

COVERAGES CERTIFICATE NUMBER 1993096063 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	
	GENERAL LIABILITY	Y	Y	CO8732R898TLC	10/18/2010	10/18/2011	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY	Y	Y	BA8772R282IND	10/18/2010	10/18/2011	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB X OCCUR			QK09102210	10/18/2010	10/18/2011	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	UB8834R288IND	10/18/2010	10/18/2011	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E L EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	$1,000,000
							E L DISEASE - POLICY LIMIT	$1,000,000
	Contractors Equipment Floater			QT6609345R442TLC	10/18/2010	10/18/2011	Rented/Leased $250,000 Ded $2,500	Equipment Per Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CAROLINE ST PAVEMENT RECONSTRUCTION PROJECT

CERTIFICATE HOLDER

COUNTY OF GALVESTON
722 MOODY AVE
ATTN MIKE FITZGERALD
GALVESTON TX 77550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Jeff Brady

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POLICY NUMBER: DT-CO-8732R898-TLC-10

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (CONTRACTORS)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (SECTION II) IS AMENDED TO INCLUDE ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A "WRITTEN CONTRACT REQUIRING INSURANCE" TO INCLUDE AS AN ADDITIONAL INSURED ON THIS COVERAGE PART. HOWEVER, THE PERSON OR ORGANIZATION IS ONLY AN ADDITIONAL INSURED WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL INJURY" AND AS DESCRIBED IN PARAGRAPH A), B) OR C) BELOW, WHICHEVER APPLIES:

   A) IF THE "WRITTEN CONTRACT REQUIRING INSURANCE" SPECIFICALLY REQUIRES YOU TO PROVIDE ADDITIONAL INSURED COVERAGE TO THAT PERSON OR ORGANIZATION BY THE USE OF:
      I) THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (FORM B) ENDORSEMENT CG 20 10 11 85; OR

      II) THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT CG 20 10 10 01 AND THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT CG 20 37 10 01;

THE PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ONLY IF THE INJURY OR DAMAGE ARISES OUT OF "YOUR WORK" TO WHICH THE "WRITTEN CONTRACT REQUIRING INSURANCE" APPLIES.

   B) IF THE "WRITTEN CONTRACT REQUIRING INSURANCE" SPECIFICALLY REQUIRES YOU TO PROVIDE AD-DITIONAL INSURED COVERAGE TO THAT PERSON OR ORGANIZATION BY THE USE OF:

      I. THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT CG 2010 07 04 AND THE ADDITIONAL INSURED - OWN-ERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT CG 20 37 07 04; OR

      II. THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT CG 2010 AND THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT CG 20 37, WITHOUT AN EDITION OF SUCH ENDORSEMENTS SPECIFIED;

THE PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ONLY IF THE INJURY OR DAMAGE IS CAUSED, IN WHOLE OR IN PART, BY ACTS OR OMISSIONS OF YOU OR YOUR SUBCONTRACTOR IN THE PER-FORMANCE OF "YOUR WORK" TO WHICH THE "WRITTEN CONTRACT REQUIRING INSURANCE" APPLIES.

C) IF NEITHER PARAGRAPH A) NOR B) ABOVE APPLIES:

I. THE PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ONLY IF, AND TO THE EXTENT THAT, THE INJURY OR DAMAGE IS CAUSED BY ACTS OR OMISSIONS OF YOU OR YOUR SUBCONTRACTOR IN THE PERFORMANCE OF "YOUR WORK" TO WHICH THE "WRITTEN CONTRACT REQUIRING INSURANCE" APPLIES; AND

II. THE PERSON OR ORGANIZATION DOES NOT QUALIFY AS AN ADDITIONAL INSURED WITH RE-SPECT TO THE INDEPENDENT ACTS OR OMISSIONS OF SUCH PERSON OR ORGANIZATION.

2. THE INSURANCE PROVIDED TO THE ADDITIONAL INSURED BY THIS ENDORSEMENT IS LIMITED AS FOLLOWS:

A) IN THE EVENT THAT THE LIMITS OF INSURANCE OF THIS COVERAGE PART SHOWN IN THE DECLARATIONS EXCEED THE LIMITS OF LIABILITY REQUIRED BY "WRITTEN CONTRACT REQUIRING INSURANCE", THE INSURANCE PROVIDED TO THE ADDITIONAL INSURED SHALL BE LIMITED TO THE LIMITS OF LIABILITY REQUIRED BY THAT "WRITTEN CONTRACT REQUIRING IN-SURANCE". THIS ENDORSEMENT SHALL NOT INCREASE THE LIMITS OF INSURANCE DESCRIBED IN SECTION III - LIMITS OF INSURANCE.

B) THE INSURANCE PROVIDED TO THE ADDITIONAL INSURED DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAM-AGE" OR "PERSONAL INJURY" ARISING OUT OF THE RENDERING OF, OR FAILURE TO RENDER, ANY PROFESSIONAL ARCHITECTURAL, ENGI-NEERING OR SURVEYING SERVICES, INCLUDING:

I. THE PREPARING, APPROVING, OR FAILING TO PREPARE OR APPROVE, MAPS, SHOP DRAWINGS, OPINIONS, REPORTS, SURVEYS, FIELD ORDERS OR CHANGE ORDERS, OR THE PREPARING, APPROVING, OR FAILING TO PREPARE OR APPROVE, DRAWINGS AND SPECIFICATIONS; AND

II. SUPERVISORY, INSPECTION, ARCHITECTURAL OR ENGINEERING ACTIVITIES.

C) THE INSURANCE PROVIDED TO THE ADDITIONAL INSURED DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED BY "YOUR WORK" AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD" UNLESS THE "WRITTEN CONTRACT REQUIRING INSURANCE" SPECIFICALLY REQUIRES YOU TO PROVIDE SUCH COVERAGE FOR THAT ADDITIONAL INSURED DURING THE POLICY PERIOD.

3. THE INSURANCE PROVIDED TO THE ADDITIONAL INSURED BY THIS ENDORSEMENT IS EXCESS OVER ANY VALID AND COLLECTIBLE "OTHER INSURANCE", WHETHER PRIMARY, EXCESS, CONTINGENT OR ON ANY OTHER BASIS, THAT IS AVAILABLE TO THE ADDITIONAL INSURED FOR A LOSS WE COVER UNDER THIS ENDORSEMENT. HOWEVER, IF THE "WRITTEN CONTRACT REQUIRING IN-SURANCE" SPECIFICALLY REQUIRES THAT . THIS INSURANCE APPLY ON A PRIMARY BASIS OR A PRIMARY AND NON-CONTRIBUTORY BASIS, THIS INSURANCE IS PRIMARY TO "OTHER INSURANCE" AVAILABLE TO THE ADDITIONAL INSURED WHICH COVERS THAT PERSON OR OR-GANIZATION AS A NAMED INSURED FOR SUCH LOSS, AND WE WILL NOT SHARE WITH THAT "OTHER INSURANCE". BUT THE INSURANCE PROVIDED TO THE ADDITIONAL INSURED BY THIS ENDORSEMENT STILL IS EXCESS OVER ANY VALID AND COLLECTIBLE "OTHER INSURANCE", WHETHER PRIMARY, EXCESS, CONTINGENT OR ON ANY OTHER BASIS, THAT IS AVAILABLE TO THE ADDITIONAL INSURED WHEN THAT PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED UNDER SUCH "OTHER INSURANCE".

4. AS A CONDITION OF COVERAGE PROVIDED TO THE ADDITIONAL INSURED BY THIS ENDORSEMENT:

   A) THE ADDITIONAL INSURED MUST GIVE US WRITTEN NOTICE AS SOON AS PRACTICABLE OF AN "OCCURRENCE" OR AN OFFENSE WHICH MAY RESULT IN A CLAIM. TO THE EXTENT POSSIBLE, SUCH NOTICE SHOULD INCLUDE:

      I. HOW, WHEN AND WHERE THE "OCCURRENCE" OR OFFENSE TOOK PLACE;
      II. THE NAMES AND ADDRESSES OF ANY INJURED PERSONS AND WITNESSES; AND
      III. THE NATURE AND LOCATION OF ANY INJURY OR DAMAGE ARISING OUT OF THE "OCCURRENCE" OR OFFENSE.

   B) IF A CLAIM IS MADE OR "SUIT" IS BROUGHT AGAINST THE ADDITIONAL INSURED, THE ADDITIONAL INSURED MUST:

      I. IMMEDIATELY RECORD THE SPECIFICS OF THE CLAIM OR "SUIT" AND THE DATE RECEIVED; AND
      II. NOTIFY US AS SOON AS PRACTICABLE.

      THE ADDITIONAL INSURED MUST SEE TO IT THAT WE RECEIVE WRITTEN NOTICE OF THE CLAIM OR "SUIT" AS SOON AS PRACTICABLE.

   C) THE ADDITIONAL INSURED MUST IMMEDIATELY SEND US COPIES OF ALL LEGAL PAPERS RECEIVED IN CON-NECTION WITH THE CLAIM OR "SUIT", COOPERATE WITH US IN THE INVESTIGATION OR SETTLEMENT OF THE CLAIM OR DEFENSE AGAINST THE "SUIT", AND OTHERWISE COMPLY WITH ALL POLICY CONDITIONS.

   D) THE ADDITIONAL INSURED MUST TENDER THE DEFENSE AND INDEMNITY OF ANY CLAIM OR "SUIT" TO ANY PROVIDER OF "OTHER INSURANCE" WHICH WOULD COVER THE ADDITIONAL INSURED FOR A LOSS WE COVER UNDER THIS ENDORSEMENT. HOWEVER, THIS CONDITION DOES NOT AFFECT WHETHER THE INSURANCE PROVIDED TO THE ADDITIONAL INSURED BY THIS ENDORSEMENT IS PRIMARY TO "OTHER INSURANCE" AVAILABLE TO THE ADDITIONAL INSURED WHICH COVERS THAT PERSON OR ORGANIZATION AS A NAMED INSURED AS DESCRIBED IN PARAGRAPH 3. ABOVE.

5. THE FOLLOWING DEFINITION IS ADDED TO SECTION V. - DEFINITIONS:

"WRITTEN CONTRACT REQUIRING INSURANCE" MEANS THAT PART OF ANY WRITTEN CONTRACT OR AGREEMENT UN-DER WHICH YOU ARE REQUIRED TO INCLUDE A PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED ON THIS COV-ERAGE PART, PROVIDED THAT THE "BODILY INJURY" AND "PROPERTY DAMAGE" OCCURS, AND THE "PERSONAL INJURY" IS CAUSED BY AN OFFENSE COMMITTED, DURING THE POLICY PERIOD AND:

A. AFTER THE SIGNING AND EXECUTION OF THE CONTRACT OR AGREEMENT BY YOU; AND
B. WHILE THAT PART OF THE CONTRACT OR AGREEMENT IS IN EFFECT.

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
   a. Rupture, bursting, or operation of pressure relief devices;
   b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
   c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

   Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be the higher of:
   a. $300,000; or
   b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Paragraph a. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";
5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to:
   a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
   b. Any premises for which coverage is excluded by endorsement; or
   c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **e.** in Paragraph **B.7., Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (b) Neither you nor any other involved "insured" will make any settlement without our consent.

   (c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (d) We will reimburse the "insured":

      (i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

      (ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE,

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and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

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(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 04 (A) – 001

POLICY NUMBER: (DTKUB-8834R28-8-10)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

   ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations describe.

4. Advance Premium: $

SECTION III

Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: CAROLINE STREET PAVEMENT RECONSTRUCTION PROJECT, 2008 ROAD BOND PROGRAM, GALVESTON COUNTY, TEXAS

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: Caroline Street Pavement Reconstruction Project, 2008 Road Bond Program, Galveston County, Texas

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

This project consists of preparation of the right-of-way, remove 8-inches existing asphaltic pavement and coarse base, preparation of 24-foot wide lime stabilized subgrade, construction of approximately 3,655 linear feet of 22-foot wide 8-inch thick concrete roadway with two (2) left turn lanes, removal and reconstruction of existing driveways with 6-inch thick concrete driveways, removal and replacement of existing drainage culverts, regrading of approximately 5,750 linear feet of roadside ditch, installation of a special junction box with steel beam guardrail, and provide all striping and pavement markers for Caroline Street

The Contractor will be required to make submittals on all materials for pre-delivery approval.

All advance warning signs to be set two weeks prior to the start of construction activities and to remain in place until all construction activities are complete and accepted by Galveston County

For this project the contractor will furnish and maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction. These barricades and warning signs shall be constructed and placed in accordance with the barricades and construction standards, latest Texas

MUTCD, and typical construction layouts, or as directed by the Engineer.

The Contractor shall be responsible for controlling excess dust and loose rocks produced by the work. The Contractor shall use methods which are reasonable and practical to control these problems

MATERIAL STORAGE

Mixing of materials, storing of materials, storing of equipment, or repairing of equipment on top of pavement or bridge decks will not be permitted unless specifically authorized by the ENGINEER. Permission will be granted to store materials on subject surfaces if no damage or discoloration will result.

MATERIAL HAULING

Hauling of materials will not be paid for directly, but shall be considered as subsidiary work pertaining to the respective bid items. Haul routes for full and empty loads shall be restricted to State Highways. Hauling of equipment is also restricted to State Highways.

VERTICAL AND HORIZONTAL CONTROL

Vertical and horizontal control points will be provided by Galveston County. All construction surveying and staking will be done by the contractor.

MATERIALS TESTING

Galveston County will pay for and conduct materials testing for the County's benefit and use in determining whether to accept or reject the materials or finished products. Contractor is responsible for assuring all materials and finished products comply with the Drawings and Specifications Test results from the County's testing will be made available to Contractor.

SUSPENSION OF WORK

In case of suspension of work for any cause, the contractor shall be responsible for the preservation of all materials. He shall provide suitable drainage of the roadway and shall erect temporary structures where required The contractor shall maintain the roadway in good and passable condition until final acceptance.

ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY CONSTRUCTION NOISE

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the contractor shall make every

reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor.

All equipment associated with the work shall be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., shall not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

WORKING HOURS

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7:00 P.M. and 6.00 A.M. of the following day.

LIQUIDATED DAMAGES

Liquidated damages in the amount of one thousand dollars ($ 1,000.00) per day will be assessed for each day beyond the time of completion that the work is not substantially complete.

TIME OF COMPLETION

Time of Completion of this project is ___120___ calendar days from the date of the Notice to Proceed.

PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY

An effort to determine all pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid. The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

BUILDER'S RISK INSURANCE

Builder's Risk Insurance and Professional Liability Insurance will not be required for this project.

EXPERIENCE

All bidders must have done a like project within the last two years.

EXCESS, WASTE MATERIAL AND DEBRIS

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site. No separate payment shall be made for same.

LABOR AND EQUIPMENT

All labor and equipment furnished by the contractor will be considered subsidiary to the various bid items and will not be paid for directly.

FIELD OFFICE

For this project the Contractor will/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 contractor is to install all cross pipes under Caroline street such that only one lane of traffic is closed at any time Cross pipes to be bedded and backfilled to grade prior

to re-opening lane for traffic. Appropriate traffic control with flagman to be used during installation of cross pipes.

2). The contractor shall provide access to mailboxes at all times during construction. The contractor shall relocate all mailboxes from Caroline Street to temporary mailbox banks located on Lanis Street and Jeffery Street during construction and replace the mailboxes to their original location at the complete of construction. The Contractor shall notify each residence and coordinate with the United States Postal Service prior to the relocation of the mailboxes.

3). Door hangers shall be placed at each residence at least one (1) week prior to mobilization to notify residents of the start of construction.

4). The contractor shall notify the Dickinson Independent School District Transportation Department at least two (2) weeks prior to start of construction.

5) A portable sign shall be placed in the work area to notify residents of the date for the start of construction and the date for the start of one-way traffic at least two (2) weeks prior to mobilization.

6). The contractor shall provide all weather access to all properties during the project and the existing road shall be maintained in a condition passable by 2-wheel drive vehicles in all weather conditions during construction.

7). Traffic control devices placed after the first day of the month or removed prior to the last day of the month shall be prorated for that month.

8) The contractor shall coordinate Caroline Street road construction work with the proposed Owens Street road construction project. Contact Pate Engineers, Inc at (713) 462-3178.

9). A 48" x 36" project sign shall be placed in the front of the work area stating:

Your Galveston County Road Bonds at Work
Caroline Street Road Improvements

County Judge: Honorable James D Yarbrough
Precinct 1: Honorable Patrick Doyle
Precinct 2: Honorable Bryan Lamb
Precinct 3: Honorable Stephen D. Holmes
Precinct 4: Honorable Ken Clark

10) This project shall follow conditions established in the Texas Department of Transportation (TxDOT) Permit TR10-284.

11). The attached schedule of wages per hour for this Contract follow:

GENERAL DECISION: **TX20070127** 02/09/2007 TX127

Date: February 9, 2007
General Decision Number: **TX20070127** 02/09/2007

Superseded General Decision Number: TX20030127

State: Texas

Construction Type: Heavy

County: Galveston County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines
(Does Not Include Flood Control)

Modification Number	Publication Date
0	02/09/2007

SFTX0669-001 01/01/2005

	Rates	Fringes
Sprinkler Fitter, Fire	$ 22 62	10.50

SUTX2005-021 08/05/2005

HEAVY Including Water and Sewer Lines (Excluding Flood Control)

	Rates	Fringes
Carpenter	$ 14.38	
Cement mason/concrete finisher	$ 11.37	1.13
Electrician	$ 18.40	1.34
Form Builder/Form Setter	$ 13.35	1.17
Ironworker, Reinforcing	$ 11.29	
Laborers:		
Common	$ 10.70	
Landscape	$ 7 35	
Mason Tender Cement	$ 9.96	
Pipelayer	$ 10.07	
Pipefitter	$ 17.00	0.04
Power equipment operators:		
Excavator	$ 16.74	
Backhoe	$ 13.25	
Bulldozer	$ 14.00	
Crane	$ 14.91	0.58
Front End Loader	$ 11.75	0.92
Grader	$ 12.20	1.48
Tractor	$ 12.38	1.51
Truck Driver	$ 12.28	0.98

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

==========

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party
(those affected by the action) can request review and reconsideration from
the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

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

The request should be accompanied by a full statement of the interested
party's position and by any information (wage payment data, project
description, area practice material, etc.) that the requestor considers
relevant to the issue.

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

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

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

END OF GENERAL DECISION

PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

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:

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RELEASE OF LIENS OTHER

AIA DOCUMENT G706A

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:

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

AIA DOCUMENT G707 • CONSENT OF SURETY COMPANY TO FINAL PAYMENT • APRIL 1970 EDITION • AIA®
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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)

, CONTRACTOR

hereby approves the reduction in or partial release of retainage to the Contractor as follows

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this day of 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. James Yarbrough, 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.

SECTION V
SPECIFICATIONS

SPECIAL ITEM 110 (GC)

EXCAVATION

110.1 Description.

Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

110.2. Construction.

Accept ownership of unsuitable or excess material and dispose of material in accordance with local, state, and federal regulations at locations outside the right of way.

Maintain drainage in the excavated area to avoid damage to the roadway section Correct any damage to the subgrade caused by weather, at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides as directed.

A. Rock Cuts. Excavate to finish subgrade. Manipulate and compact subgrade in accordance with Article 132.3.D, "Compaction Methods," unless excavation is to clean homogenous rock at finish subgrade elevation. If excavation extends below finish subgrade, use approved embankment material compacted in accordance with Article 132.3 D to replace undercut material at no additional cost.

B. Earth Cuts. Excavate to finish subgrade. In areas where base or pavement structure will be placed on subgrade, scarify subgrade to a uniform depth at least 6 in. below finish subgrade elevation. Manipulate and compact subgrade in accordance with Article 132.3.D, "Compaction Methods."

   If unsuitable material is encountered below subgrade elevations, take corrective measures as directed. Drying required deeper than 6 in. below subgrade elevation will be paid for in accordance with Article 9.4, "Payment for Extra Work." Excavation and replacement of unsuitable material below subgrade elevations will be performed and paid for in accordance with the applicable bid items. However, if Item 132, "Embankment," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9.4.

C. Subgrade Tolerances. For turnkey construction, excavate to within 1/2 in in cross-section and 1/2 in. in 16 ft measured longitudinally. For staged construction, excavate to within 0.1 ft. in cross-section and 0 1 ft. in 16 ft.

SPECIAL ITEM 164 (GC)

SEEDING AND FERTILIZING FOR EROSION CONTROL

164.1 Description

This item shall consist of preparing ground, providing and hydromulching seeds and fertilizer, rolling and other management practices along and across such areas that are to be re-seeded as designated as on the plans and in accordance with these specifications.

164.2 Materials

Seed: All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed (PLS=purity + germination) name and type of seed. Seed furnished shall be of previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer. Seeding shall be a combination of Bermuda grass (hulled) at 15lb./acre and Rye grass (or other approved species) 25 lb./acre for a total of 40lb./acre.

Fertilizer: Fertilizer shall be delivered in bags or containers clearly labeled showing the analysis. The fertilizer is subject to testing in accordance with the Texas Fertilizer Law. Fertilizer that is powdered or caked will be rejected. A pelleted or granulated fertilizer which has an analysis of 12-12-12, (percentage of nitrogen, phosphoric acid, and potash nutrients) shall be uniformly applied at a rate of 830/lbs acre. In the event it is necessary to substitute a fertilizer of different analysis, the total amount of nutrients furnished and applied per acre shall equal that specified for each nutrient. Any such substitution shall be approved in advance by the Engineer.

Mulch: Mulch for use with hydraulic application of grass seed and fertilizer shall consist of specially prepared wood cellulose fiber or shredded paper fiber. It shall be processed in such a manner that it will not contain germination or growth inhibiting factors. It shall be dyed green to allow visual metering of its application. The fibers shall have the property of becoming evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fibers shall form a blotter-like ground cover, which readily absorbs water, and allows infiltration to the underlying soil. Weight specifications from suppliers, and for all applications, shall refer only to air dry weight of the fiber, a standard equivalent to 10 percent moisture. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds, and shall be marked by the manufacturer to show the air dry weight content. Suppliers shall be prepared to certify that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements.

Form 1058
(Rev 9/2004)
(GSD-EPC)
Page 1 of 2

Permit to Construct Access Driveway Facilities on Highway Right of Way

To: **Shellmark Engineering LLC**
8419 Emmett F Lowry Expressway Ste 120
Texas City, Tx 77591

Hwy **FM 646**
Control **978**
409-935-9986
(Phone)

Permit No. **10-1573 RD**
Section **1**

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Shellmark Engineering LLC, hereinafter called the Permittee, to construct/reconstruct a Public access driveway on the highway right of way abutting highway number FM 646 in in Galveston County, located Caroline Street

Subject to the Following:

1. The Permittee is responsible for all costs associated with the construction of this access driveway
2. Design of facilities shall be as follows and/or as shown on sketch and is subject to conditions stated below.
   Upgrade the existing roadway with a 11' right turn lane with 25' radii using a single line of 24" RCP with SETs as shown on the attached drawings dated 11-17-10

   Access Only (No developed flow to TxDOT)

   All Construction and materials shall be subject to inspection and approval by the State
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of exercise of this permit
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as service pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way
6. The State reserves the right to require a new access driveway permit in the event of a land use change or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit
8. The Permittee will contact the State's representative Mr. Kerry V Kipp at telephone (409) 978-2553 at least twenty-four (24) hours prior to beginning the work authorized by this permit.

Texas Department of Transportation

November 30, 2010
Date of Issuance

Quincy D. Allen, P.E.
Quincy D. Allen, P.E
Director of Maintenance
Houston District

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the highway right of way

Date

Signed
(Property owner or owner's representative)

Texas Department of Transportation

Form 1058
(Rev 9/2004)
(GSD EPC)
Page 1 of 2

Permit to Construct Access Driveway Facilities on Highway Right of Way

To _____ Hwy _____ Permit No _____
(Name)

_____ Control _____ Section _____
(Address)

_____ _____
(City, State, Zip) (Phone No)

The Texas Department of Transportation, hereinafter called the State, hereby authorizes _____, hereinafter called the Permittee, to ☐ construct / ☐ reconstruct a _____(residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number _____ in _____ County, located _____.

Subject to the following.

1. The Permittee is responsible for all costs associated with the construction of this access driveway
2. Design of facilities shall be as follows and/or as shown on sketch and is subject to conditions stated below

_____
_____
_____
_____
_____
_____
_____

All construction and materials shall be subject to inspection and approved by the State

3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway Changes in design will be made only with approval of the State
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a land use change or change in driveway traffic volume or vehicle types
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
8. The Permittee will contact the State's representative _____ telephone, (____) _____, at least twenty-four (24) hours prior to beginning the work authorized by this permit

Texas Department of Transportation

_____ _____
Date of Issuance Authorized Representative

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the highway right of way

Date _____ Signed _____
(Property owner or owner's representative)

SPECIAL PROVISIONS FOR PERMIT NUMBER 10-1573

1. All Pipes used shall be Reinforced Concrete Pipe (RCP).
2. Culvert crossings within the 30-foot clear zone (parallel culverts) shall be required to have minimum 6:1 sloping ends known as Safety End Treatments (SETs). The culvert shall have sufficient length to allow the 6:1 slope to be achieved from the edge of pavement to the flowline at the end of the SET Culverts that exceed 50' in length shall have a junction box for clean out as specified by the Area Engineer.
3. Culverts larger than single 30-inch diameter (or larger than multiple 24-inch diameter culverts) shall require safety pipe runners.
4. Riprap or stabilizing material shall be provided and installed by grantee at time of construction as directed by Area Engineer.
5. FOR TXDOT MAINTAINED ASPHALT SURFACED PAVEMENT no concrete pavement or curbing shall be allowed within State right of way. (See attached driveway profile.)
6. FOR TXDOT MAINTAINED CONCRETE SURFACED PAVEMENT, additional full-depth saw cuts may be made as needed to facilitate removal of the concrete within the limits of the required full-depth cuts. Concrete adjacent to the patch shall not be spalled or fractured by the removal procedure.(See attached driveway profile.)
7. Placement or removal of beautification on State right of way shall be under the direction of the Texas Department of Transportation
8. The Grantee certifies that its storm water runoff to the State's right of way shall not be contaminated by any industrial processes or significant pollutants, and the State shall not be held liable for any pollutants entering State right of way through storm water connections.
9. Grantee shall meet all Americans with Disabilities Act (ADA) and Texas Department of Licensing Regulation (TDLR) requirements for items including but not limited to side walks and wheelchair ramps.
10. Grantee shall obtain overall environmental clearance with all appropriate regulatory agencies prior to beginning construction Approval of this request by TxDOT does not relieve the Grantee or its agents of this obligation.
11. Work performed on railroad right-of-way or easements controlled by others is subject to the concurrence of the owner of said properties. Approval of this request by TxDOT does not relieve the Grantee of this obligation.
12. The complete permit package shall be on the project site at all times and available for review by TxDOT.

The Texas Department of Transportation will assist as follows:

1 Provide flow line elevation and inspection of construction

2 This permit issued subject to a traffic control plan, which will be approved by the Area Engineer. No work within State right of way shall begin until this approval has been granted.

SPECIAL NOTE:

ADDITIONAL SPECIAL PROVISIONS FOR STREET TIE-IN PERMIT

- All work within the state, highway right of way shall be performed in accordance with state standards and specifications as to the installation and materials used.

- All materials and mix designs to be placed in TxDOT right of way must be obtained from TxDOT approved sources and be of approved TxDOT mix designs.

- All utilities shall be located and adjusted prior to commencing work. The location of and relocation and/or adjustment to any utilities shall be responsibility of the Contractor.

- No valves, meter boxes, manhole covers, etc will be allowed in the pavement. These appurtenances shall be relocated within the right of way as approved by TxDOT and the utility owner.

- All exposed dirt surfaces shall be seeded or sodded as specified by the Area Engineer.

- 4:1 maximum slope on the ditch front slope is required.

- The use of one lane closure traffic control plans will not be allowed during hours of 6 a.m. to 9 a.m. and 3:00 p.m. to 7 p.m. Monday through Friday as directed by the Area Engineer.

- The Contractor shall coordinate the sequence of construction and traffic control plan with any adjacent construction or maintenance projects to ensure the uninterrupted flow of traffic

- In no event will an edge drop off be permitted during the hours of darkness. If the Contractor, due to unforeseen circumstances is unable to complete a section before the end of the work day, base material capable of vehicle support shall be pulled back to the existing pavement edge on a 4:1 slope as shown on the attached overnight drop-off detail.

- The work shall be completed such that the roadway will be fully opened to traffic overnight. No overnight lane closures will be permitted, unless otherwise approved by the Area Engineer.

- Plastic drums shall be used for overnight delineation of off roadway work areas.

- Standard Pavement Markings shall be placed according to the following standards:
  PM (1)-00A PM (3)-00A PM (4)-00A PM (5)-01 PM (6)-01.

- All raised pavement markers shall meet the requirements of Item 672, "Raised Pavement Markers."

ADDITIONAL SPECIAL PROVISIONS FOR ROADWAY IMPROVEMENT PERMIT

- Any adjustments made to traffic signals shall be overseen and inspected by the Texas Department of Transportation Signal Operation and Maintenance Section. Contact Mr. Doug Vanover at (713) 802-5661, 48 hours in advance of signal work.

- Should the existing roadway pavement be damaged, during the traffic control set up to place traffic on the shoulder, it shall be repaired as specified by Area Engineer.

- The Contractor shall employ at his/her expense, an approved commercial testing laboratory to pour and break concrete beams for determining concrete strength (Test method TEX-448-A Flexural Strength.) Certified reports by a Professional Engineer of each break shall be submitted to the TxDOT Area Engineer. The other required tests shall be TEX-415-A, slump and TEX-416-A or TEX-414-A Entrained air. The frequency of sampling for flexural strength shall be one test (2 beams) for each 3,000 s.y. Not less then one set of beams will be required for each day's placement. This work shall be coordinated with TxDOT Area Engineer's Office, 48 hours prior to pouring concrete.

* WIDENING OF CAROLINE ST. TO ADD A RIGHT TURN LANE.

** GALVESTON COUNTY PROJECT.

Access Driveway or Roadway Modification of Facilities On Highway Right Of Way

Texas Department of Transportation

05-16-08

Name of Applicant: SHELMARK ENGINEERING / ETC / ETICUERDA — Permittee / Contact Name

Name of Site: CAROLINE ST.

Mail Permit To: 8419 EMMETT F. LOWRY EXP. ST. 120 — Address

TEXAS CITY, TX 77590 — City / State / Zip Code

E-mail: ETICUERDA@SHELMARK.NET

Phone No: 409 935 9986 — Fax No: 409 935 8706

Address: LEAGUE CITY, TX 77573 — City / State / Zip Code

ACCESS REQUEST LOCATION & INFORMATION

Type of Access: ☐ Street Tie-In ☐ Commercial ☐ Private ☒ Public ☐ Temporary ☐ Sidewalk

Highway: FM 646 County: GALVESTON

Is Highway within an incorporated city? ☒ Yes ☐ No City: LEAGUE CITY

Property on which side of highway? ☐ North ☒ South ☐ East ☐ West

Name of closest cross street: SOUTH SHORE BLVD.

Key Map: 660 Total amount of property frontage on TxDOT: —

NOTE: TEMPORARY DRIVEWAYS ARE GOOD FOR SIX MONTHS ONLY

Number of requested driveways: — Width of requested driveway(s): —

Number of requested street ties: — Width of requested street ties(s): —

Number of existing driveways to be modified — Width of requested modification(s) 11'

Return radius: 25' Width of median: —

If open ditch, give inside diameter of nearest upstream and downstream pipes

Type of highway design? ☐ Curbed ☒ Open ditch ☐ Both

NOTE: SHOULD THIS PROJECT BE CANCELED PLEASE CALL OUR OFFICE IMMEDIATLEY.

Does this request include any drainage coming to TxDOT? ☐ Yes ☒ No

If yes, complete the attached Access Permit Request Checklist, TxDOT Hydraulic Section. If no, what drainage authority receives developed flow — and ***attach a copy of approval letter from the drainage authority.***

Indicate the primary use for the property: CITY STREET / ☐ Undeveloped Land

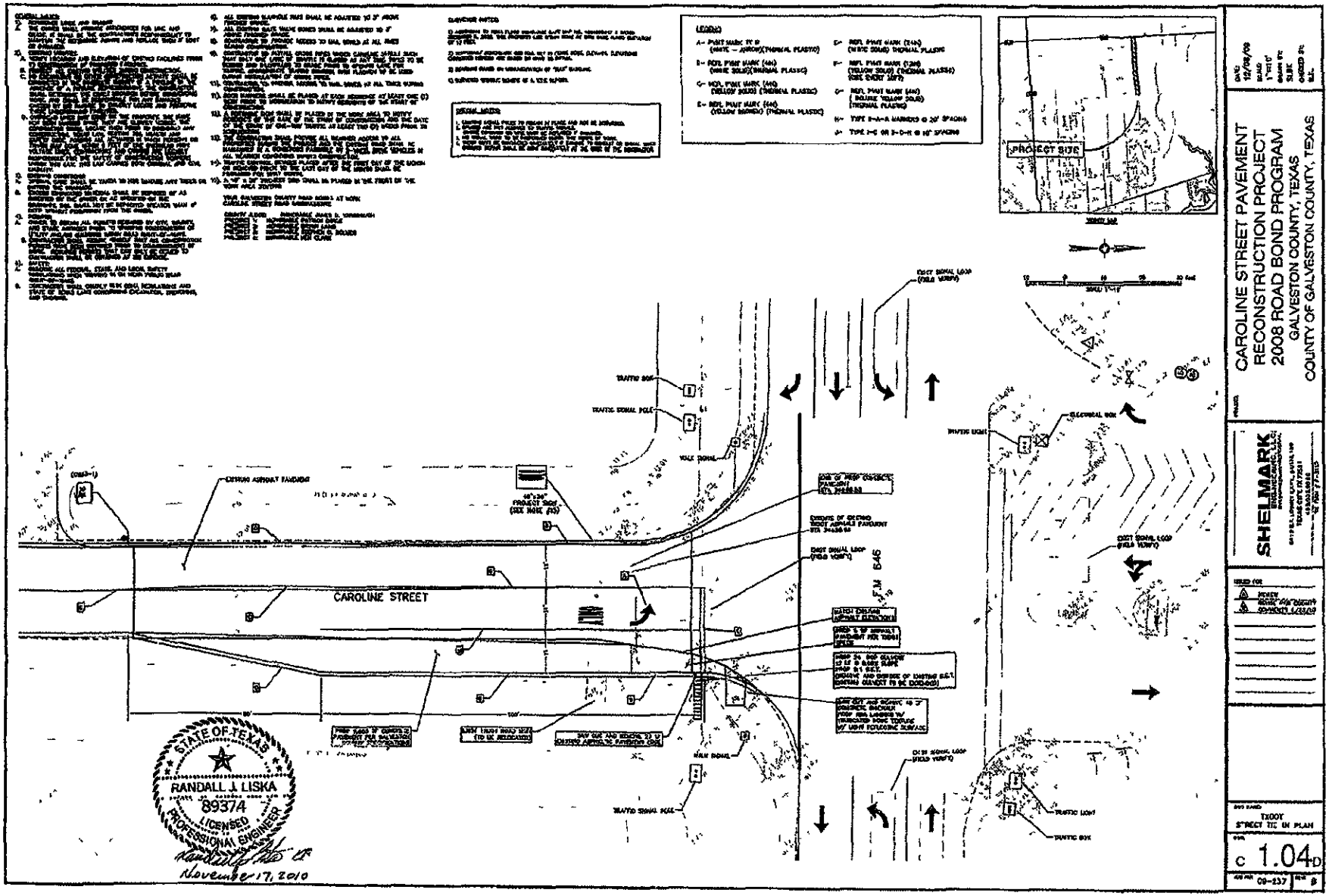
NOTE: ANY FUTURE DEVELOPMENT TO THIS SITE MUST BE REVIEWED AND APPROVED BY TxDOT, OR THIS PERMIT WILL BECOME NULL AND VOID

Is there a ramp or traffic signal located within 1000 feet of the proposed access? ☒ Yes ☐ No

If yes, show details on drawings. ☐ Yes ☒ No

Is there an existing roadway median opening near the proposed driveway?

If yes, indicate distance and directions to all openings on your plans


CAROLINE STREET PAVEMENT
RECONSTRUCTION PROJECT
2008 ROAD BOND PROGRAM
GALVESTON COUNTY, TEXAS
COUNTY OF GALVESTON COUNTY, TEXAS
SHELMARK
TXDOT
STREET TIE IN PLAN
C 1.04D
09-237
CAROLINE STREET
F.M. 646
PROJECT SITE
STATE OF TEXAS
RANDALL J. LISKA
89374
LICENSED
PROFESSIONAL ENGINEER
November 17, 2010

GENERAL NOTES:

1). REFERENCE LINES AND GRADES
A. THE OWNER SHALL PROVIDE REFERENCE FOR LINE AND GRADE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE REFERENCE POINTS AND REPLACE THEM IF LOST OR DAMAGED.

2). EXISTING UTILITIES
A. VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES.
B. PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION.
C. NO EXCAVATING OR OTHER CONSTRUCTION ACTIVITY SHALL BE CONDUCTED IN THE IMMEDIATE VICINITY OF A PIPELINE IN THE ABSENCE OF A PIPELINE REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK, AND SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.
D. OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE HAVE NOT BEEN MARKED SINCE THEY ARE CLEARLY VISIBLE. THE CONTRACTOR SHALL LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN 6 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS AND OWNERS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY.

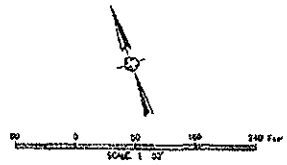
3). EXISTING CONDITIONS.
A. SPECIAL CARE SHALL BE TAKEN TO NOT DAMAGE ANY TREES OR DISTURB THE DRAINAGE.
B. EXCESS EXCAVATED MATERIAL SHALL BE DISPOSED OF AS DIRECTED BY THE OWNER OR AS SPECIFIED ON THE DRAWINGS. SOIL SHALL NOT BE DEPOSITED GREATER THAN 4 DEEP WITHOUT PERMISSION FROM THE OWNER.

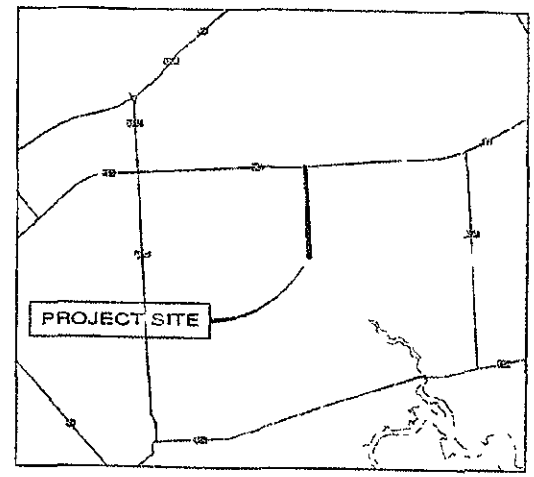
4). PERMITS.
A. OWNER TO OBTAIN ALL PERMITS REQUIRED BY CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING CONSTRUCTION OF UTILITY AND/OR CULVERTS WITHIN ROAD RIGHT-OF-WAYS.
B. CONTRACTOR SHALL ACQUIRE WHOLLY THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR SHALL BE OBTAINED AT HIS EXPENSE.

5). SAFETY:
A. OBSERVE ALL FEDERAL, STATE, AND LOCAL SAFETY REGULATIONS WHEN WORKING IN OR NEAR PUBLIC ROAD RIGHT-OF-WAYS.
B. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, AND SHORING.

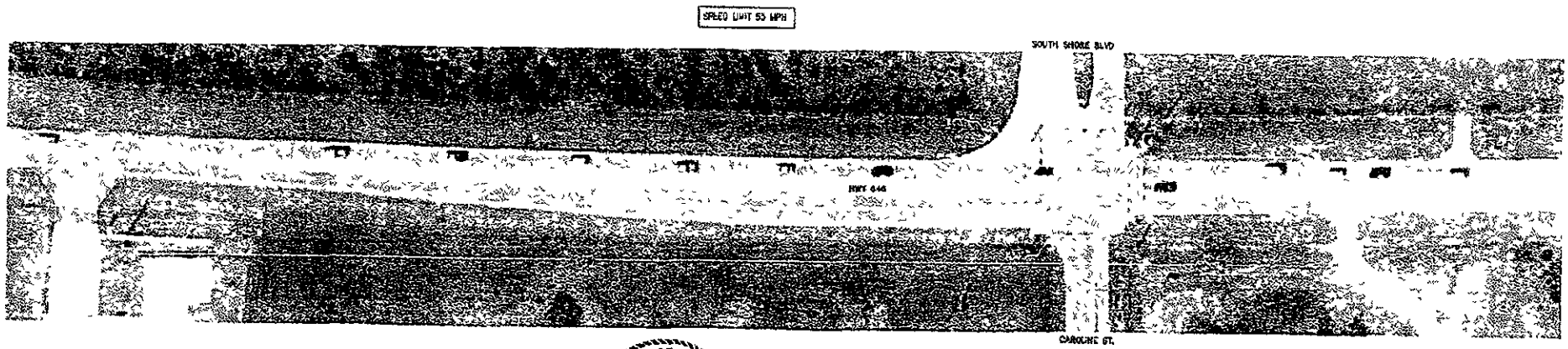
6). ALL EXISTING MANHOLE RIMS SHALL BE ADJUSTED TO 3 ABOVE FINISHED GRADE.

7). ALL EXISTING GATE VALVE BOXES SHALL BE ADJUSTED TO 3 ABOVE FINISHED GRADE.





VICINITY MAP



STATE OF TEXAS
RANDALL J. USKA
89374
LICENSED
PROFESSIONAL ENGINEER

Randall J. Uska
August 2010

TXDOT PERMIT
CAROLINE STREET @ HWY 646
GALVESTON COUNTY TEXAS

SHELMARK ENGINEERING, L.L.C.
8419 E.K. LOWRY EXPY., SUITE 108
TEXAS CITY TX 77531
409.905.3900

DATE	8/5/10
SCALE	N.T.S.
DWG	TX 1.01
JOB NO.	09-237
REV	A

GENERAL NOTES:

1). REFERENCE LINE AND GRADE
A. THE OWNER SHALL PROVIDE REFERENCES FOR LINE AND GRADE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE REFERENCE POINTS AND MARKING THEM IF LOST OR DAMAGED.

2). EXISTING UTILITIES
A. VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES.
B. PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION. NO EXCAVATION OR OTHER CONSTRUCTION ACTIVITY SHALL BE CONDUCTED IN THE IMMEDIATE VICINITY OF A PIPELINE IN USE WITHOUT THE PRESENCE OF A PIPELINE REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK, AND SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO CAREFULLY LOCATE AND PROTECT THESE UNDERGROUND FACILITIES.
D. OVERHEAD WIRES MAY EXIST ON THE PROPERTY. THE WIRES MAY NOT BE MARKED SINCE THEY ARE CLEARLY VISIBLE. THE CONTRACTOR SHALL LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE, FORBIDS ALL AGENTS IN WHICH PERSONS ON PUBLIC WAY COME WITHIN 6 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS AND OWNERS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY.

3). CLEANING CONTRACTORS:
A. SPECIAL CARE SHALL BE TAKEN TO NOT DAMAGE ANY TREES OR DISTURB THE DRAINAGE.
B. EXCESS EXCAVATED MATERIAL SHALL BE DISPOSED OF AS DIRECTED BY THE OWNER OR AS SPECIFIED ON THE DRAWINGS. SOIL SHOULD NOT BE DEPOSITED GREATER THAN 4 FEET WITHOUT PERMISSION FROM THE OWNER.

4). PERMITS:
A. OWNER TO OBTAIN ALL PERMITS REQUIRED BY CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING CONSTRUCTION OF UTILITY AND/OR DRAINAGE WITHIN ROAD RIGHTS-OF-WAYS.
B. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR SHALL BE ON HAND AT HIS EXPENSE.

5). SAFETY:
A. OBTAIN ALL FEDERAL, STATE, AND LOCAL SAFETY REGULATIONS WHEN WORKING IN OR NEAR PUBLIC ROAD RIGHTS-OF-WAYS.
B. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, AND SHORING.

6). ALL EXISTING MANHOLE RIMS SHALL BE ADJUSTED TO 3" ABOVE FINISHED GRADE.

7). ALL EXISTING GATE VALVE COVERS SHALL BE ADJUSTED TO 3 ABOVE FINISHED GRADE.

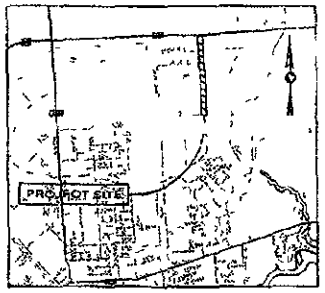
SURVEYOR NOTES:

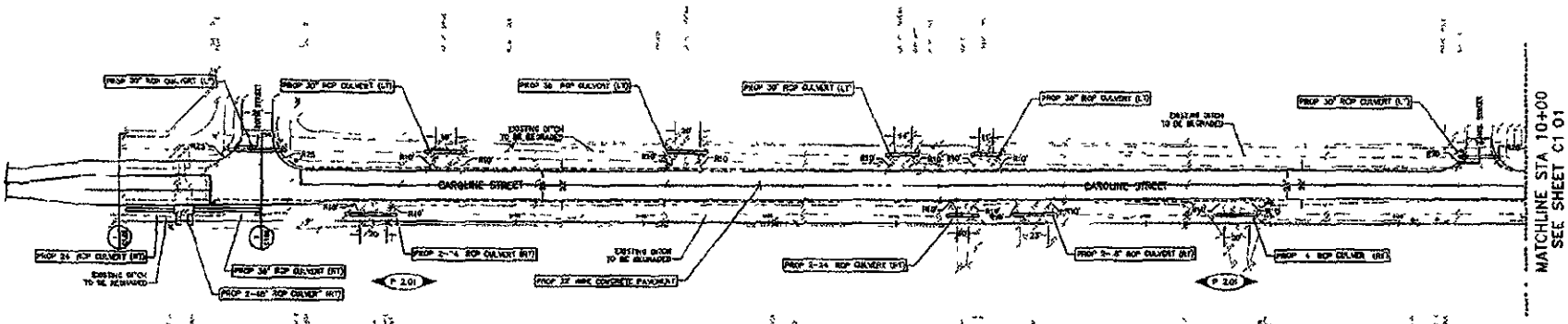
1) ADDITIONAL TO FINAL CLOSE INSURANCE MUST MAY NOT MEASUREMENT & MARKS INTERVENE IN AREA. THIS PROPERTY LIES WITHIN ZONE AE WITH BASE FLOOD ELEVATION OF 15 FEET.

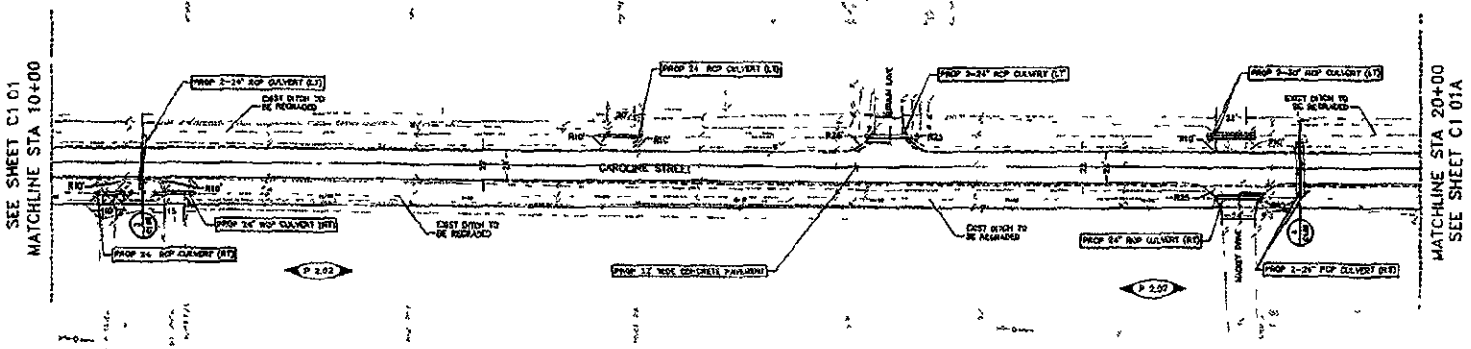
2) TEMPORARY BENCHMARK NO. MAL 377 IS KNOWN FOR ELEV=11' ELEVATIONS EXPRESSED HEREIN ARE BASED ON NAVD 88 DATUM.

3) BEARINGS BASED ON MONUMENTATION OF "MAX" BASELINE.

1 SURVEYED WITHOUT BENEFIT OF A TITLE REPORT







CAROLINE STREET PAVEMENT
RECONSTRUCTION PROJECT
2008 ROAD BOND PROGRAM
GALVESTON COUNTY, TEXAS
COUNTY OF GALVESTON COUNTY, TEXAS

SHELMARK ENGINEERING & MGMT., L.L.C.

ISSUED FOR
ADMIN
BIDDING FOR COUNTY COMMITTEE SUBMITTAL

INTERIM SUBMITTAL
DOCUMENT INTENDED FOR REVIEW ONLY. NOT ISSUED FOR CONSTRUCTION.
CHANGES:
RAFAEL A. LEIVA P.E.
REGISTRATION NO. 65314
DATE: 4/23/10

DWG NAME: SITE PLAN
DWG: C 1.01
JOB NO: 05-237 REV: B

GENERAL NOTES:

1) REFERENCE LINES AND GRADES
A. THE OWNER SHALL PROVIDE REFERENCES FOR LINE AND GRADE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE REFERENCE POINTS AND REPLACE THEM IF LOST OR DAMAGED.

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3) EXISTING GOVERNMENTS
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B. EXCESS EXCAVATED MATERIAL SHALL BE DISPOSED OF AS DIRECTED BY THE OWNER OR AS SPECIFIED ON THE DRAWINGS. NOTE SHALL NOT BE DEPOSITED GREATER THAN 4' DEEP WITHOUT PERMISSION FROM THE OWNER.

4) PERMITS
A. OWNER TO OBTAIN ALL PERMITS REQUIRED BY CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING CONSTRUCTION OF UTILITY AND/OR GALVESTON TEXAS ROAD RIGHT-OF-WAYS.
B. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE FOUND TO CONTRACTOR SHALL BE OBTAINED AT HIS EXPENSE.

5) SAFETY
A. OBSERVE ALL FEDERAL, STATE, AND LOCAL SAFETY REGULATIONS WHEN WORKING ON OR NEAR PUBLIC ROAD RIGHT-OF-WAYS.
B. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, AND SHORING.

6) ALL EXISTING MANHOLE RIMS SHALL BE ADJUSTED TO 3" ABOVE FINISHED GRADE.

7) ALL EXISTING GATE VALVE BOXES SHALL BE ADJUSTED TO 3 ABOVE FINISHED GRADE.

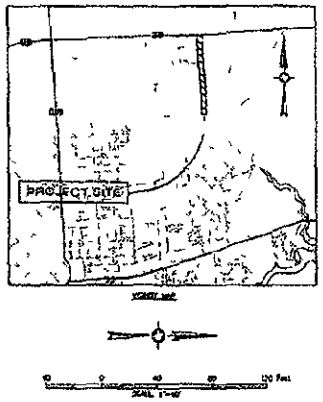
SURVEYOR NOTES

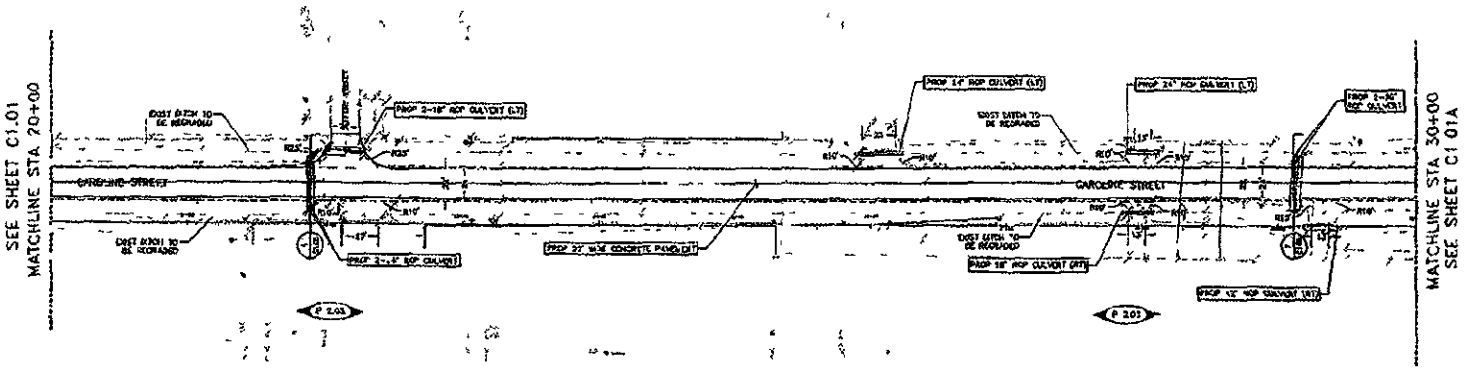
1) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. [illegible] DATED [illegible] THE PROPERTY LIES WITHIN ZONE [illegible] IN AN AREA OUTSIDE EVACUATION OF 100 YEAR.

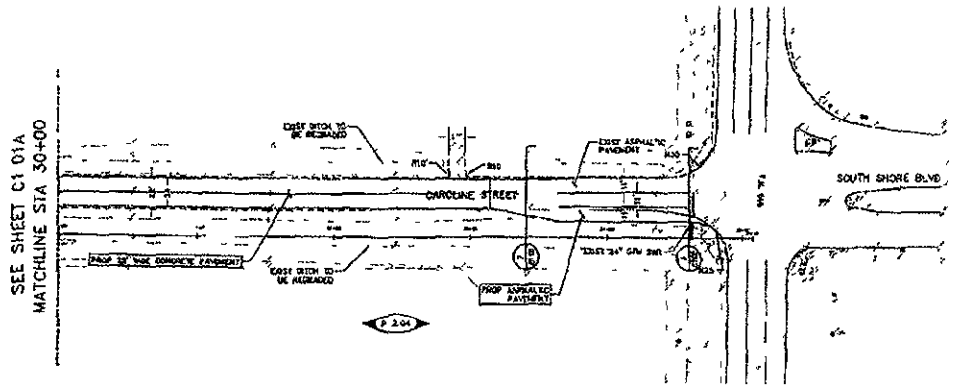
2) TEMPORARY BENCHMARK AND ALL SITE BE FOUND FROM [illegible] ELEVATIONS EXPRESSED HEREON ARE BASED ON NAVD 88 DATUM.

3) BEARINGS BASED ON MONUMENTATION OF "SAM" BUCKLING.

4) SURVEYED WITHOUT BENEFIT OF A TITLE REPORT.







CAROLINE STREET PAVEMENT
RECONSTRUCTION PROJECT
2008 ROAD BOND PROGRAM
GALVESTON COUNTY, TEXAS
COUNTY OF GALVESTON COUNTY, TEXAS

SHELMARK ENGINEERING, L.L.C.

ISSUED FOR:
REVIEW
REVISE PER COUNTY COMMENTS 4/23/10

INTERIM SUBMITTAL
DOCUMENT INTENDED FOR REVIEW ONLY NOT ISSUED FOR CONSTRUCTION.
ENGINEER: RANDALL J. LUTH P.E. REGISTRATION NO 89374
DATE 4/23/10

DWG NAME: SITE PLAN
DWG. C 1.01A
JOB NO. 09-237 REV. B

GENERAL NOTES:

1). REFERENCE LINES AND GRADES
A. THE OWNER SHALL PROVIDE REFERENCES FOR LINE AND GRADE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE REFERENCE POINTS AND REPLACE THEM IF LOST OR DAMAGED.

2). EXISTING STRUCTURES
A. VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES.
B. PROTECT ALL EXISTING STRUCTURES DURING CONSTRUCTION.
C. NO EXCAVATING OR OTHER CONSTRUCTION ACTIVITY SHALL BE CONDUCTED IN THE IMMEDIATE VICINITY OF A PIPELINE IN THE ABSENCE OF A PIPELINE REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK AND SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.
D. OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE WIRES HAVE NOT BEEN MARKED SINCE THEY ARE CLEARLY VISIBLE. THE CONTRACTOR SHALL LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. SEVERE LAW REGARDING THE HEALTH AND SAFETY CODE, PROVIDES ALL AGENCIES IN WHICH PERSONS OR THINGS MAY COME WITHIN 8 FEET OF THE OVERHEAD HIGH VOLTAGE LINES, CONTRACTORS AND OWNERS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY

3). EXISTING CONDITIONS:
A. SPECIAL CARE SHALL BE TAKEN TO NOT DAMAGE ANY TREE, OR DISTURB THE BEARINGS.
B. EXCESS EXCAVATED MATERIAL SHALL BE DISPOSED OF AS DIRECTED BY THE OWNER ON AN APPROVED ON THE OWNERS SITE. SITE SHALL NOT BE DISPOSED EXCEEDS THAN 6" DEEP WITHOUT PERMISSION FROM THE OWNER.

4). PERMITS:
A. OWNER TO OBTAIN ALL PERMITS REQUIRED BY CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING CONSTRUCTION OF VEHICLE ARMOR CULVERTS WITHIN ROAD RIGHT-OF-WAYS.
B. CONTRACTOR SHALL ASSUME HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR SHALL BE OBTAINED AT HIS EXPENSE.

5). SAFETY:
A. OBSERVE ALL FEDERAL, STATE, AND LOCAL SAFETY REGULATIONS WHEN WORKING IN OR NEAR PUBLIC ROAD RIGHT-OF-WAYS.
B. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, AND SHORING.

6). ALL EXISTING MANHOLE RIMS SHALL BE ADJUSTED TO 3" ABOVE FINISH GRADE.

7). ALL EXISTING GATE VALVE BOXES SHALL BE ADJUSTED TO 3" ABOVE FINISHED GRADE.

SURVEY NOTES:

1) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48167C0004 F DATED OCTOBER 4, 2002, THIS PROPERTY LIES WITHIN ZONE AE WITH BASE FLOOD ELEVATION OF 13 FEET.

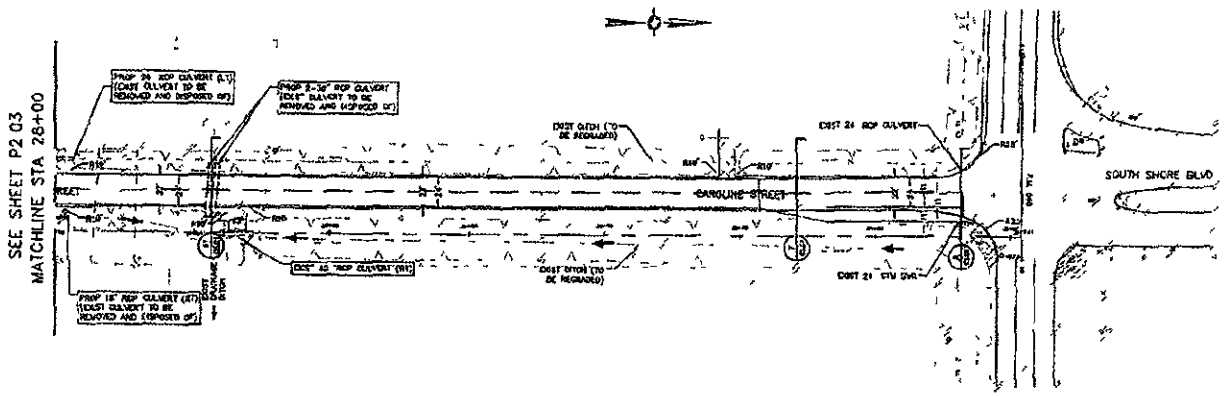
2) TEMPORARY BENCHMARK ROD HAS SET W/ FENCE POST. ELEV.= FT ELEVATIONS EXPRESSED HEREON ARE BASED ON NAVD 88 DATUM.

3) BEARINGS BASED ON NORTH/SOUTH OF "SHA" BASELINE.

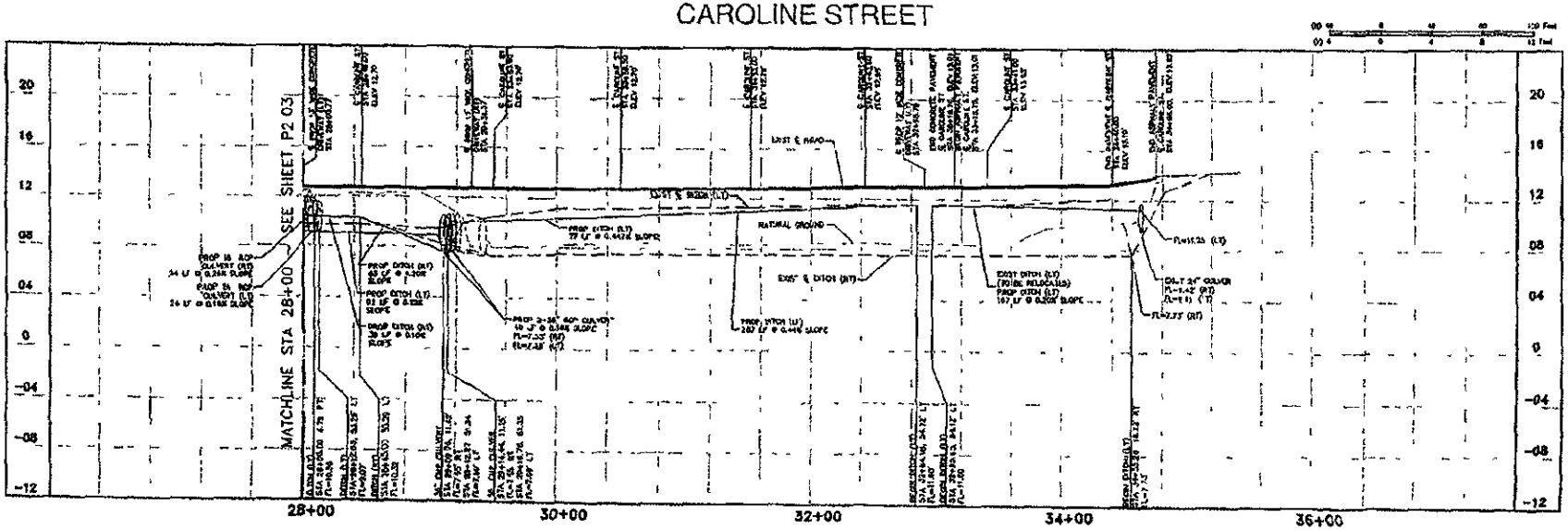
4) SURVEYED WITHOUT BENEFIT OF A TITLE REPORT.

PLAN & PROFILE LEGEND

- PROP CULVERTS
- EXIST CULVERTS
- PROP ℄ DITCH
- EXIST ℄ DITCH
- FLOW ARROW
- STORM SEWER LINE



CAROLINE STREET



CAROLINE STREET PAVEMENT
RECONSTRUCTION PROJECT
2008 ROAD BOND PROGRAM
GALVESTON COUNTY, TEXAS
COUNTY OF GALVESTON COUNTY, TEXAS

DATE: 12/08/08
SCALE: 1"=40
DRAWN BY: SLBK
CHECKED BY: BJL

SHELMARK ENGINEERING & LAND SURVEYING, L.L.C.
8119 ST. LAWRENCE STREET, SUITE 100
MESQUITE, TEXAS 75150
469.535.2080
TX. FIRM # F-2585

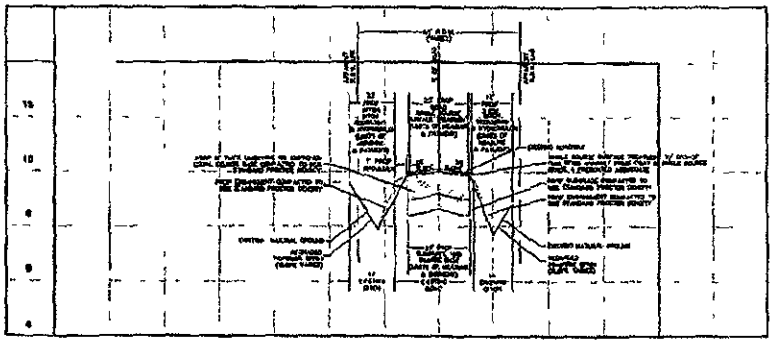
ISSUED FOR
REVISIONS
REVISE PER CHECK
COMPLETE 4/23/10

INTERIM SUBMITTAL
DOCUMENT PREPARED FOR REVIEW SHALL NOT BE ISSUED FOR CONSTRUCTION.
ENGINEER: RAFAEL J. LUNA P.E.
REGISTRATION NO. 93074
DATE: 4/23/10

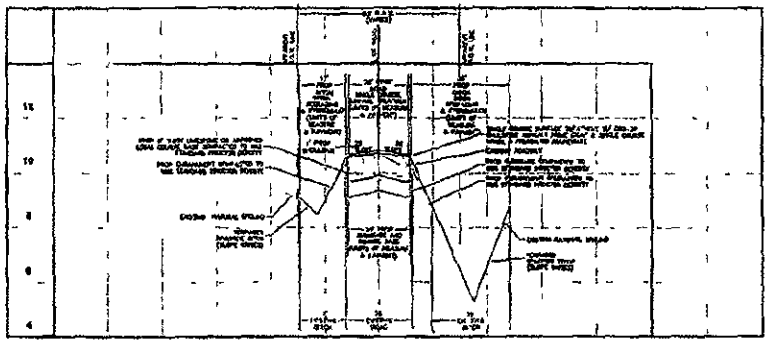
PLAN AND PROFILE
STA 28+00-35+07.80

P 2.04

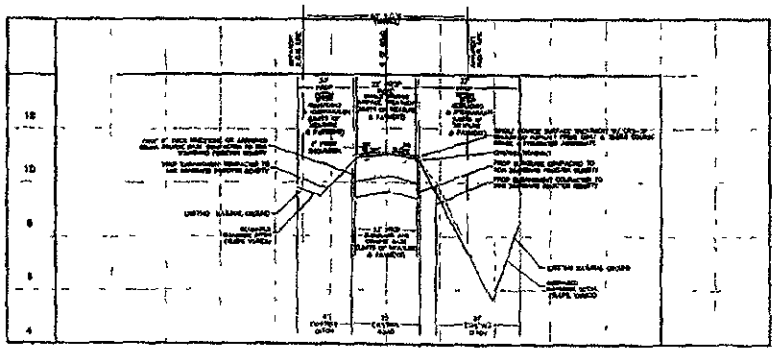
JOB NO. 09-237 REV. 0



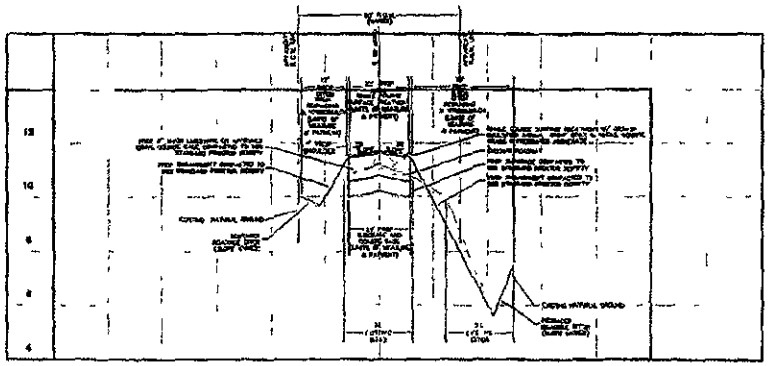
CROSS SECTION - 5



CROSS SECTION - 6



CROSS SECTION - 7



CROSS SECTION - 8

PROJECT

CAROLINE STREET PAVEMENT
RECONSTRUCTION PROJECT
2008 ROAD BOND PROGRAM
GALVESTON COUNTY, TEXAS
COUNTY OF GALVESTON COUNTY, TEXAS

DATE: 12/08/09
SCALE: 1"=20'
DRAWN BY: SLBK
CHECKED BY: RJL

SHELMARK ENGINEERING LLC

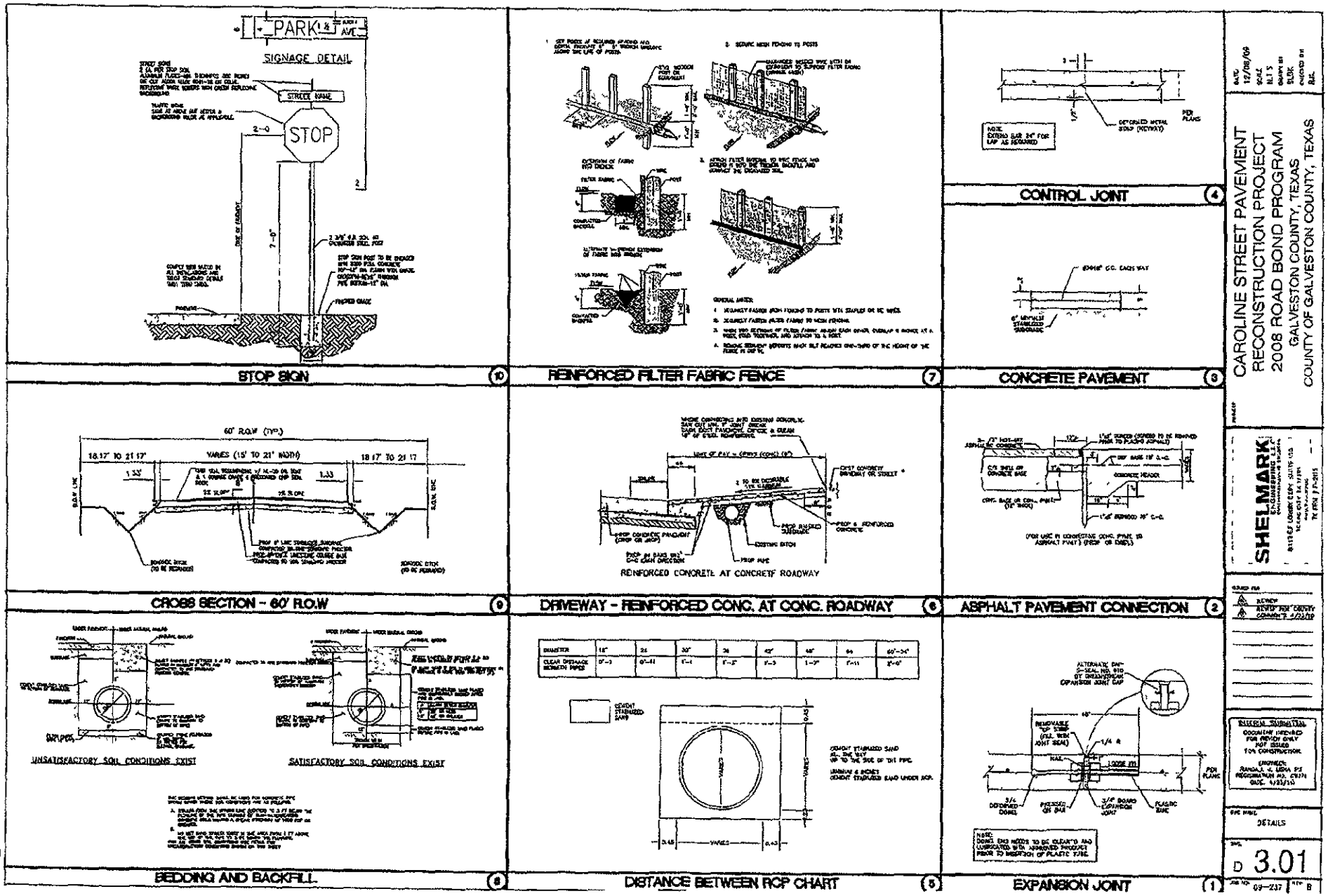
ISSUED FOR
REVIEW
REVISE PER COUNTY COMMENTS 1/25/10

INTERIM SUBMITTAL
DOCUMENT INTENDED FOR REVIEW ONLY NOT ISSUED FOR CONSTRUCTION.
ENGINEER: RANDALL L. LISKA P.E. REGISTRATION NO. 89374 DATE 4/22/10

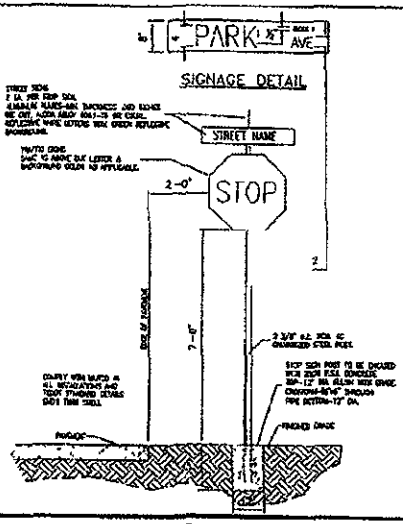
JOB NAME: ROAD CROSS SECTIONS

DWG: C 1.05A

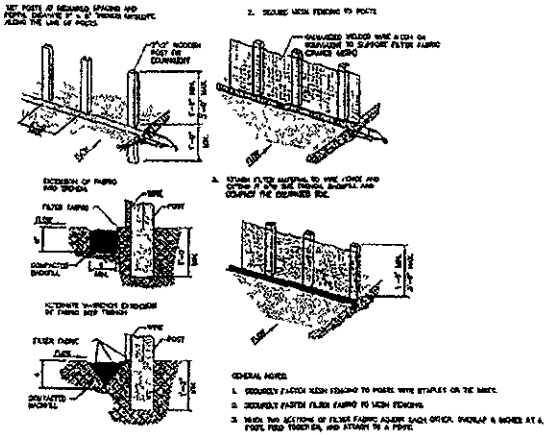
JOB NO. 09-237 REV. B



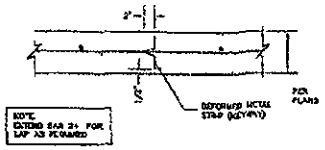
PARK
SIGNAGE DETAIL
STREET NAME
STOP
STOP SIGN
10
REINFORCED FILTER FABRIC FENCE
7
CONTROL JOINT
4
CONCRETE PAVEMENT
3
60' R.O.W (TYP.)
VARIES (15' TO 21' WIDTH)
CROSS SECTION - 60' R.O.W
9
REINFORCED CONCRETE AT CONCRETE ROADWAY
DRIVEWAY - REINFORCED CONC. AT CONC. ROADWAY
6
ASPHALT PAVEMENT CONNECTION
2
UNSATISFACTORY SOIL CONDITIONS EXIST
SATISFACTORY SOIL CONDITIONS EXIST
BEDDING AND BACKFILL
8
DISTANCE BETWEEN RCP CHART
5
EXPANSION JOINT
1
CAROLINE STREET PAVEMENT
RECONSTRUCTION PROJECT
2008 ROAD BOND PROGRAM
GALVESTON COUNTY, TEXAS
COUNTY OF GALVESTON COUNTY, TEXAS
SHELMARK
INTERIM SUBMITTAL
DETAILS
D 3.01
09-237



STOP SIGN (10)

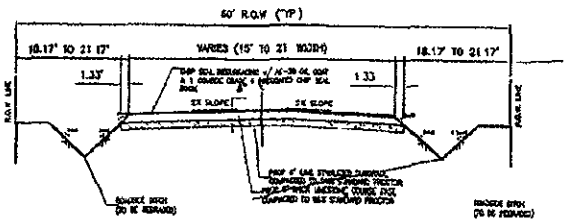


REINFORCED FILTER FABRIC FENCE (7)

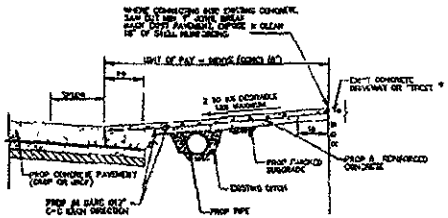


CONTROL JOINT (4)

CONCRETE PAVEMENT (3)

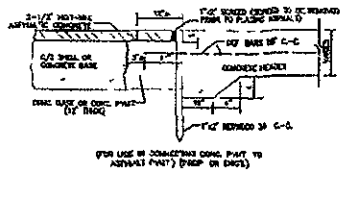


CROSS SECTION - 60' R.O.W. (9)

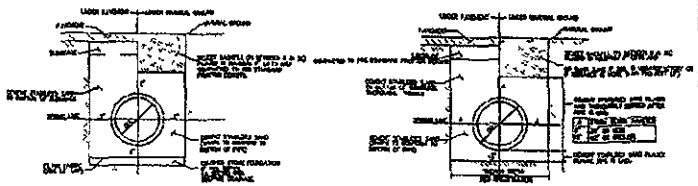


REINFORCED CONCRETE AT CONCRETE ROADWAY

DRIVEWAY - REINFORCED CONC. AT CONC. ROADWAY (6)



ASPHALT PAVEMENT CONNECTION (2)

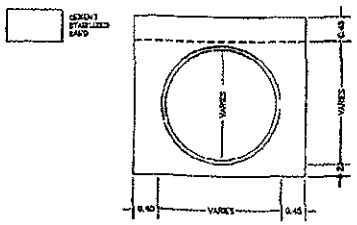


UNSATISFACTORY SOIL CONDITIONS EXIST

SATISFACTORY SOIL CONDITIONS EXIST

BEDDING AND BACKFILL (8)

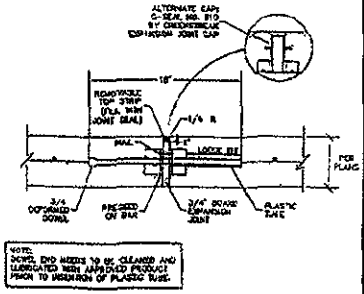
DIAMETER	18"	24"	30	36	42"	48"	54"	60"-84"
CLEAR DISTANCE BETWEEN PIPES	0'-9	0'-11"	1'-1	1'-3"	1'-5"	1'-7"	1'-11	2'-0"



CEMENT STABILIZED SAND ALL THE WAY UP TO THE SIDE OF THE PIPE.

REMOVE & REPLACE CEMENT STABILIZED SAND UNDER PCP

DISTANCE BETWEEN RCP CHART (5)



NOTE: DOWEL END NEEDS TO BE CLEANED AND LUBRICATED WITH APPROVED PRODUCT PRIOR TO INSTALLATION OF PLASTIC TUBE.

EXPANSION JOINT (1)

DATE 12/08/09
SCALE N.T.S.
DRAWN BY SLBK
CHECKED BY BJL

CAROLINE STREET PAVEMENT
RECONSTRUCTION PROJECT
2008 ROAD BOND PROGRAM
GALVESTON COUNTY, TEXAS
COUNTY OF GALVESTON COUNTY, TEXAS

SHELMARK ENGINEERING, L.L.C.

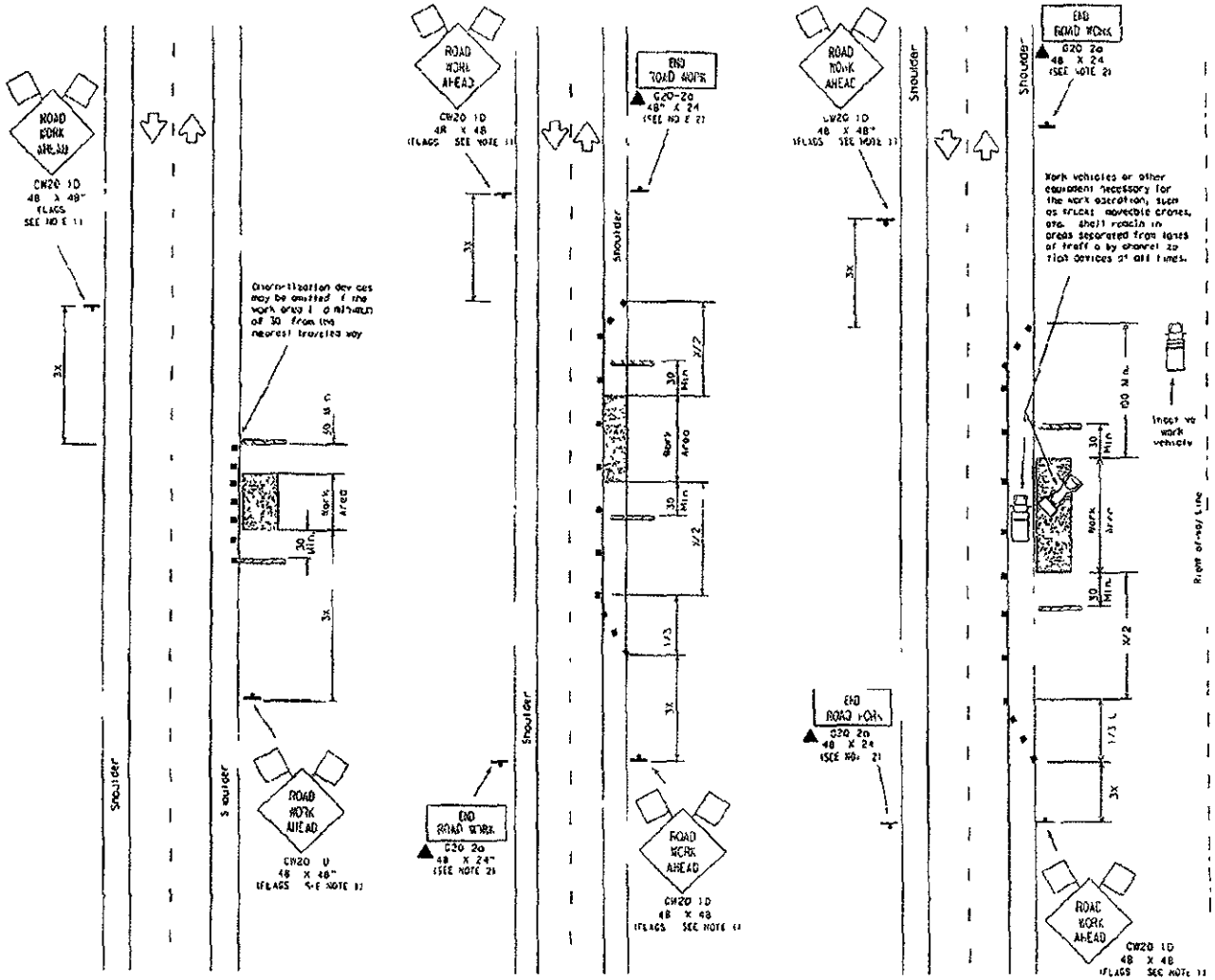
ISSUED FOR
1 REVISE PER COUNTY COMMENTS 4/23/10

INTERIM SUBMITTAL
DOCUMENT INTENDED FOR REVIEW ONLY NOT ISSUED FOR CONSTRUCTION
DIVISION
NAN-DAL J. UDOH, P.E.
REGISTRATION NO. 93234
DATE: 4/23/10

DWG NAME DETAILS

DWG D 3.01

JOB NO. 09-237 REV B



TCP (2-1a)

Work Area Near Shoulder

TCP (2-1b)

Work Area on Shoulder

TCP (2-1c)

Work Vehicles on Shoulder

LEGEND

Type III Barricade — Channelizing Devices — Flag

Heavy Work Vehicle — Truck Mounted Attenuator

Trailer Mounted Flashing Arrow Panel — Portable Changeable Message Sign

Flagger — Sign Post

Posted Speed X	Formula	Minimum Desirable Taper Lengths X & L: 10' Offset	11' Offset	12' Offset	Suggested Max mum Spacing of Devices: On a Taper	On a Tangent		85th percentile Speed mph X Distance B
30	$L = \frac{WS^2}{60}$	150	165'	180	30	60	75	20
35		205	225	245	35	70	90	160
40		265'	295	320	40	80	100	240
45		450'	495	540	45	90	110	320
50		500	550	600	50	100	125	400
55	L=WS	550	605	660	55	110	140	500
60		600	660	720	60	120	150	*600
65		650	715	780	65	130	165	*700
70		700	770'	840	70	140	175	*800

* Converted Areas Only

** Taper lengths have been rounded off

L Length of taper (ft) W Width of offset (ft) S Posted Speed (mph)

TYPICAL USAGES				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

GENERAL NOTES

1. Unless otherwise stated on the plans, flags attached to sign are REQUIRED.
2. All traffic control device illustrated are REQUIRED, except those denoted with an, or angle symbol may be omitted when stated elsewhere in the plans.
3. Type III barricades are required on both sides of work area at all times. (See BC Standards for barricade details.
4. Stockpiling material should be placed a minimum 30' from nearest traveled way.
5. On high speed facilities vehicle warning signs should be installed approximately 3X from the work area or from the beginning of a lane or shoulder taper. On low speed facilities the advance warning sign should be placed on the "X" minimum distance.

Only pre qualified products shall be used. A list of compliant products and their sources may be obtained by writing or faxing:

Standards Engineer
Traffic Operations Division TE
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701 2483
Phone (512) 416 3335
Fax (512) 416-3161
E-mail: TRF STANDARDS@dot.state.tx.us

STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION
Traffic Operations Division

TRAFFIC CONTROL PLAN

TCP (2-1)-98

©TxDOT December 1985

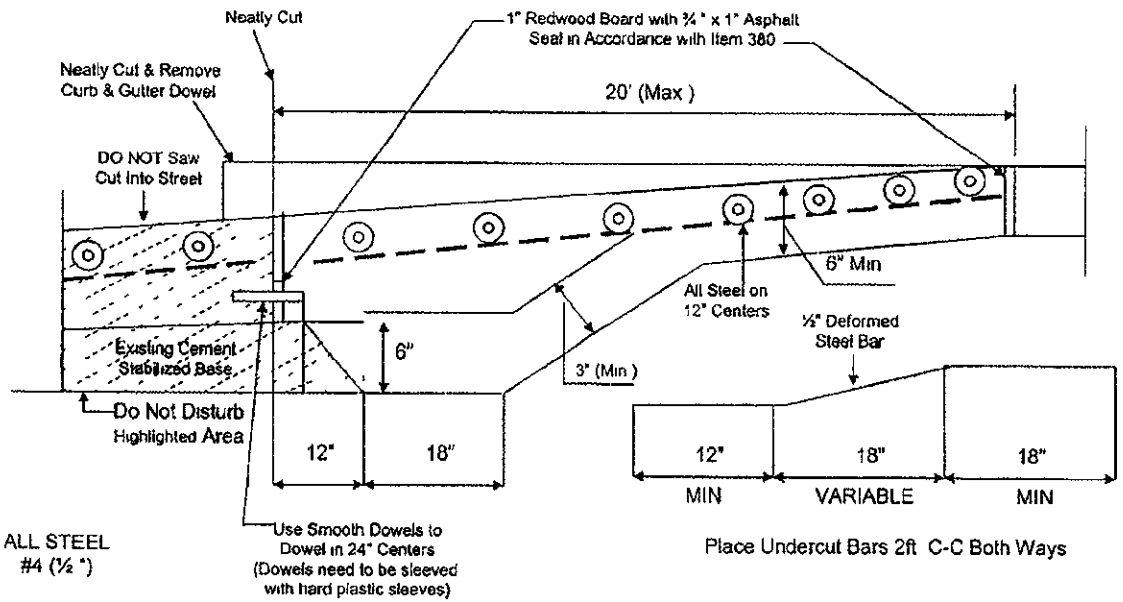
REVISIONS	DATE	REVISED BY	WORK NUMBER	SHEET
2-94				
8-95				
1-97				
4-98				

DISCLAIMER
The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

CHECKED BY	DATE	ACCEPTED BY	DATE	TITLE

CURB & GUTTER or CONCRETE DRIVEWAYS

TxDOT APRON DETAIL



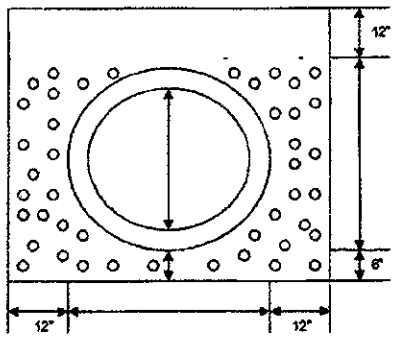
CEMENT STABILIZED SAND SPECIFICATIONS

Time requirements for Cement Stabilized Sand is between 3 to 5 hours and to be used no longer than that time frame.

Distance Between RCP See Chart Below

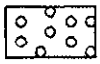
CHART

Diameter	18"	24"	30"	36"	42	48	54"	60 -84"
Clear Distance Between Pipes	0"-9"	0"-11"	1'-1"	1'-3"	1'-5"	1 -7"	1'-11"	2'-0"



Cement Stabilized Sand all the way up to the side of the pipe

Minimum 6 inches Cement Stabilized Sand under RCP



'CEMENT STABILIZED SAND

SECTION VI
PLANS

AGENDA ITEM #8a

COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

January 19, 2011

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

Re Bid #B061039, On Site Medical Services

Gentlemen,

The contract associated with Bid # B061039, On Site Medical Services, is scheduled for its second and final extension on February 1, 2011 The contracted vendor for this service is CareHere, LLC

It is requested that you authorize an extension on this contract

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

McCullough, Darla

From: Stephen Gauen [segauen@yahoo com]
Sent· Tuesday, January 18, 2011 9 15 PM
To McCullough, Darla
Subject: Re Extension of the CareHere RFP

Darla,
Please extend the CareHere RFP/Contractual Agreement
Regards, Steve

From: "McCullough, Darla" <Darla McCullough@co.galveston.tx.us>
To: segauen@yahoo com
Sent: Tue, January 18, 2011 4 37·26 PM
Subject: FW Extension of the CareHere RFP

Steve,

Here is the response from Commissioner Holmes

Thank you,

Darla McCullough
Administrative Coordinator/P-Card Administrator
Galveston County Purchasing
(409) 770-5373
(409) 621-7987 Fax
Darla McCullough@co galveston tx us

-----Original Message-----
From Holmes, Stephen
Sent Tuesday, January 11, 2011 9 49 AM
To McCullough, Darla
Subject Re Extension of the CareHere RFP

Yes I would like to extend

-----Original Message-----
From McCullough, Darla
To Holmes, Stephen
CC Crowder, Rufus
Sent Tue Jan 11 09 43 12 2011
Subject Extension of the CareHere RFP

Commissioner Holmes,

RFP #B061039, On Site Medical Services is scheduled for its second and final one year extension on February 1, 2011
Are you in agreement to extend this contract for one more year?

I will be placing this item on the January 26, 2011 agenda once I hear from you I will also be contacting Steve Gauen regarding his intent to extend this contract as well

Please give me or Rufus a call if you have any questions

Thank you,

Darla McCullough

Administrative Coordinator/P Card Administrator

Galveston County Purchasing

(409) 770-5373

(409) 621-7987 Fax

Darla Mccullough@co galveston tx us

AGENDA ITEM #9

NO

BACK – UP

PROVIDED

AGENDA ITEM #10

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Project Manager
DEPARTMENT: Information Technology
REPORTS TO: Program Director

IT/xx

PAY GRADE: 22
PAY STEP: _____

Date Created: August 1, 2002
Date Revised: October 15, 2008__

Approved by _____
Approved by _____

FLSA STATUS: _X_ **Exempt** ___ **Non-Exempt**

POSITION SUMMARY This position manages specialized information technology projects as directed by the program director

ESSENTIAL FUNCTIONS

Directs, coordinates, and supervises the completion of projects under a wide area of responsibility as directed by the Program Director
Provides project management services to users
Establishes, implements, and enforces work priorities
Reviews project needs and requests to determine feasibility and cost
Assist in the development and implementation of long- and short-term strategic plans
Monitor/maintain project execution to ensure compliance with schedules and established County policies and procedures
Generate and produce communications, schedules, plans and reports
Assist in the evaluation of new computer hardware and software applications for possible implementation
Manage vendors regarding services and products required to complete projects
Analyze problems and propose solutions with regard to projects
Order and reorder equipment and supplies for projects
Assist in promoting and improving the image of the department
Perform HR functions for assigned project positions including interviewing, hiring, disciplining, and firing
Coordinates and participates in the training of new employees
Performs other related duties as assigned

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of, the purposes, principles, terminology, and practices employed in information technology and project management
Comprehensive knowledge of the information technology concepts as appropriate to project management is required
Comprehensive knowledge of legislation, current problems, and professional literature in the field of information technology and project management is required
Comprehensive knowledge of advanced professional techniques in the fields of information technology and project management is required
Comprehensive knowledge of local and state law, procedures, and policies as they relate to the mission of the County
Thorough knowledge of all computer hardware and software systems, applications, and equipment used by the department is required
Comprehensive knowledge of administrative planning, management, and supervision as it applies to the position
Thorough knowledge of computer processing systems, programming, and systems analysis is required
Thorough knowledge of the application of new and existing technology to county department operations is required
Thorough knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding project activities is required
Thorough knowledge of county department operations, organization, accountability, and responsibility is required
Thorough knowledge of promotional and public relations activities needed
Comprehensive knowledge of government and large-scale budget development and personnel management procedures is required
Skill in analyzing current problems, assessing future problems, and formulating complex action plans to facilitate resolution of said problems

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is performed while sitting, standing, bending, crouching, walking, or stooping. The work is performed in an office setting, server room, or warehouse. The employee may be exposed to dirt, dust, grease, or machinery with moving parts

SUPERVISORY RESPONSIBILITY

This position exercises direct supervision over assigned department employees

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field or Certification in project management
On the job experience sufficient to thoroughly understand the work of subordinate positions and to be able to answer questions and resolve problems, usually associated with one to three years experience or service

COUNTY OF GALVESTON

CLASSIFICATION TITLE Application Support Specialist
DEPARTMENT Information Technology
REPORTS TO: Applications Supervisor

IT/xx

PAY GRADE 20 **Date Created:** June 1, 2010 **Approved by** _____
PAY STEP- A_____ **Date Revised:** _ **Approved by** _____

FLSA STATUS _X_ **Exempt** ___ **Non-Exempt**

POSITION SUMMARY: This position provides administrative application support, handling IT related application functions such as security and application configuration as well as business process documentation and modeling for all applications but specifically focused on LCMS applications supported by IT

ESSENTIAL FUNCTIONS

Configures applications and maintains IT related functions within the various COTS and developed systems, Using internal applications screens and utilities
Maintains Trains and supports user departments in the implementation of LCMS
Provide data maintenance for applications as required by agreements between IT and various customers
Maintains Access databases and user interfaces for departments as required
Documents application functionality and creates training materials
Provide problem analysis and tier two support
Performs patches and minor application upgrades as required by vendor
Provide technical expertise in the evaluating and selecting of software packages
Performs other application related duties as assigned as well as non application related duties required to meet the mission of the department

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of, the purposes, principles terminology and practices employed in information technology
Knowledge of, the legislation, current problems and professional literature associated with the fields of information technology and application management
Knowledge of, local and state law, procedures and policies as they relate to the mission of the department
Knowledge of, computer software systems and applications used by the department
Knowledge of, relational databases and related programming languages
Knowledge of, computer processing, programming and systems analysis techniques
Knowledge of the preparation and interpretation of statistical, technical and narrative reports regarding system/departmental activities is required
Skill in analyzing current problems, assessing future problems, and formulating action plans to facilitate resolution of said problems
Skill in performing standard mathematical calculations is required
Physical conditioning commensurate with the demands to perform the functions required of this position

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting at a desk or table The work is typically performed in a standard office setting

SUPERVISORY RESPONSIBILITY

None

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with an entry level position in the field of information technology
Knowledge and level of competency commonly associated with a baccalaureate degree in a field related to a county function
On the job experience sufficient to thoroughly understand how to follow a chain of command, to answer questions and resolve problems from a customer service perspective

AGENDA ITEM #11

NO

BACK – UP

PROVIDED

AGENDA ITEM #12

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

January 6, 2011

City of Clear Lake Shores
Vern Johnson, Mayor
1006 South Shore Dr
Clear Lake Shores, TX 77565

Re **Interlocal for Sanding Roads**

Dear Mayor,

Please find enclosed an Interlocal Agreement for the County to sand requested bridge for the City of Clear Lake Shores

Please sign the Agreement and return to my office I will schedule the approval of this Agreement on the next available Commissioners' Court Agenda

If you have any questions, please do not hesitate to call

Sincerely,

Layne Harding
Road Administrator

LH/djs

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

MEMORANDUM

Date. January 13, 2011

To Patricia Grady
Legal Liaison

From Layne Harding
Road Administrator

Re **Inter-local Agreement – City of Clear Lake Shores**

Please find attached an Inter-local Agreement between the County of Galveston and the City of Clear Lake Shores for the County Road Department to sand requested City bridges during icy road conditions The Agreement has been signed by Vern Johnson, Mayor for the City of Clear Lake Shores, and will be delivered to your office I am requesting this item be submitted to the Commissioners' Court on the next agenda for approval

If additional information is needed, please contact me at 281/534-4152

Enclosures Interlocal Agreement
Exhibit A

The State of Texas

County of Galveston

This Interlocal Cooperation Act Agreement is between the County of Galveston ("County"), and City of Clear Lake Shores ("Requesting Agency") a political subdivision of the State of Texas

Requesting Agency is in need of having work performed by the County Road Department on various roads, parking lots and similar public works belonging to it located within its jurisdictional limits ("Project") The work to be performed is specified in Exhibit "A" Each separate road, parking lot, or similar public work will be a segment of the Project

County is willing to perform the work upon the terms and conditions stated in this Agreement

Requesting Agency has specified the work to be done and the materials to be used on the Project

Now, Therefore, for and in consideration of the mutual covenants herein expressed, it is agreed as follows

County agrees to furnish labor and equipment for the Project at the costs set forth in Exhibit "A" Such labor and equipment will be available only at such times and for such periods of time as they are not needed for the maintenance of County roads or the performance of other County functions or obligations

County will provide supervisory personnel to direct its operations

County has no obligation to provide or furnish Requesting Agency with any materials,

supplies or any other item necessary or desirable for the performance of the Project other than the labor and equipment specified

County's determination of the times and periods of time that its personnel and equipment are needed for other duties and times and the periods of time that its personnel and equipment are available for use on the Project is final

Requesting Agency will monitor County's work on each segment of the Project, point out any deficiency, if any, and request correction of such deficiency prior to County's completion of work on the applicable segment County will make such corrections as are reasonably requested County will not be responsible for any deficiency that is not noted and requested corrected by Requesting Agency prior to completion of its work on the segment

The County will specify and supply all materials required on the Project The actual cost of the materials used will be included in the final invoice

Upon completion of each segment of the Project under construction, County's duties regarding such segment shall end Requesting Agency will immediately issue a check to County in the amount specified for the completed segment Requesting Agency will be responsible for all future maintenance of each segment of the Project as may be needed or required

No provision of this Agreement shall be construed to impose, create or increase any liability to any third party whatsoever This Agreement shall not be construed to operate for the benefit of any third party

The County will not be responsible for damages to property or for injuries to persons driving upon or otherwise using or occupying any part of the Project The County will not be

responsible for damages to property or injuries to persons that may arise from or be incident to the design, construction, maintenance and use of any such part of the Project Rather, as between the County and Requesting Agency the Requesting Agency shall be so responsible

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the within subject matter

County will approve the Project by execution of this Agreement and by a Commissioners' Court Order as required by §791 014 of the Government Code

Both parties agree

1 each party to the contract has authorized the contract,

2 each party to the contract is paying for the performance of the contract from current revenues,

3 each party is paying fair compensation for the services or products rendered, and

4 each party to the contract is authorized by law to perform the functions or services to be performed under the contract

The rest of this page has intentionally been left blank

Executed this 26th day of January, 2011.

County of Galveston

By: _____
Mark Henry
County Judge

Attest: _____

Dwight Sullivan
County Clerk

By: _____
City of Clear Lake Shores
( ) City Manager (✓) Mayor ( ) Other

Attest: _____

Karen Mericle
Secretary

EXHIBIT A

County of Galveston - Interlocal Agreement **Date:**
City of Clear Lake Shores
Sanding roads

Street:
Length & width:

	Qty		Unit Cost	Hours	Total Cost
Labor:					
	1	HEO III	$ 18.06	1	$ 18 06
	1	HEO II	$ 16 38	1	$ 16 38
					$ 34 44
		Admin fee - 10%			$ 3 44
Equipment:					
	1	Dump Truck	$ 43 00	1	$ 43 00
	1	Sand Spreader	$ 3 30	1	$ 3 30
	1	Pickup Truck	$ 25 00	1	$ 25 00
					$ 71 30
					0 25
					17 83
	Total Cost - Labor & Equipment				**$ 55.71**
Material:	1	Chat Rock	$ 24 05	Ton	**$ 24.05**
	Total Cost with Actual Material used				**$ 79.76** *

Labor unit cost subject to salary increase
Material unit cost subject to price increase

* Example only This total cost is for one hour labor & equipment and 1 ton material
Total cost will vary depending on hours taken and actual material usage

AGENDA ITEM #13

Chapman, Brandy

TCBc

From· Bazaman, Harvey
Sent. Monday, January 31, 2011 3 02 PM
To Bazaman, Harvey, 'Lou Muller', ccotropia@millsshirley com, Susie Green, Chapman, Brandy
Subject. FW Hampton Battery - Page 4 pdf - Adobe Acrobat Standard

Hello all
Here is page 4 of the Agreement at Ft Crockett Park that the County approved last week The change we talked about was initialized by Steve LeBlanc
Also attached is the City's Resolution
Brandy Please substitute page 4 for the original page 4 and attach the City's Resolution at the end of the document
Thanks·
Anyone have any questions, please call
Harvey

From: Misty John [mailto johnmis@cityofgalveston org]
Sent: Monday, January 31, 2011 2 46 PM
To: Bazaman, Harvey
Cc: Susie Green
Subject: Hampton Battery - Page 4 pdf - Adobe Acrobat Standard

Harvey-

I have attached page 4 of the Hampton Battery Agreement As requested, Steve has initialed the corrected page

Thank you

Misty

INTERLOCAL CONTRACT
THREE PARTY AGREEMENT
HAMPTON BATTERY AT FT. CROCKETT PARK LOCATED
ON THE GALVESTON SEAWALL

This Interlocal Contract ("Agreement") is made and entered into and effective as of the 26th day of January, 2011 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act") It is by and between the **City of Galveston, Texas** (the "City"), the **Park Board of Trustees of the City of Galveston, Texas** (the "Park Board"), and **Galveston County, Texas** (the "County") It is for the construction and maintenance of beautification improvements and pedestrian amenities upon the Hampton Battery located at Ft Crockett Park

Whereas, pursuant to the Act, the City, County, and Park Board, are authorized to contract with eligible entities to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested, and

Whereas, the Galveston Island Seawall Project, commonly known as the Galveston Seawall consists of rip-rap, a gravity concrete structure, an earthen embankment and concrete and asphalt pavement surfaces Located upon and as a part of the Galveston Seawall is an area commonly known as the Hampton Battery located at Ft Crockett Park, and

Whereas, the City has received a donation of $1 million from Frito-Lay North America, Inc to be spent solely for the development of beautification improvements and pedestrian amenities upon Ft Crockett Park, and

Whereas, the City, utilizing the Frito-Lay North America, Inc donation as part of a larger federally approved Seawall improvement program, the details of which program will be addressed by future agreements, has heretofore developed plans and specifications for the construction of improvements upon the Hampton Battery These plans and specifications, dated November 19, 2010 are entitled "Hampton Battery Fort Crockett Park Site Improvements Galveston, Texas" and are attached hereto as Exhibit "A", and

Whereas, the City has heretofore submitted these plans and specifications to both the State Historic Preservation Office (SHPO) and to the County's County Engineer for review and comment, and

Whereas, as shown by Exhibit "B" attached hereto, the SHPO has heretofore reviewed the City's plans and specifications and found that the proposed improvements are consistent with the State's historic objectives, and

Whereas, as shown by his execution of this Agreement, the County Engineer, after consulting with the United States Army Corps of Engineers, has also approved these plans and specifications,

Whereas, the County and Park Board have heretofore, on December 27, 2004 as amended on January 16, 2008 and again on July 29, 2009, entered into an agreement relating to the ongoing maintenance of Fort Crockett Park, the Galveston Seawall and other properties owned by the County (Exhibit "C"); and

Whereas, the City, the County, and Park Board desire to enter into this Agreement to

- maximize the Frito-Lay North America, Inc. donation relating to the design, development and construction of future improvements upon the Hampton Battery,
- delineate the roles and responsibilities of the three entities relating to the maintenance of such future improvements,
- specify the rights, duties and responsibilities of the three entities relating to maintenance of the grounds upon which the Hampton Battery is located, and
- specify the rights of the Parks Board to continue to enter into mobile concession agreements upon the Hampton Battery

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, County, and Park Board agree to the following terms, covenants, and conditions

ARTICLE 1 – FRITO-LAY NORTH AMERICA, INC. DONATION TO BE SPENT SOLELY UPON THE DEVELOPMENT OF FT. CROCKETT PARK

The City received a $1 million donation from Frito-Lay North America, Inc to be spent solely to support the development of beautification and pedestrian amenities upon Ft Crockett Park. The City has placed the donation into an "escrow account" to be utilized for the design and construction of Park improvements The City agrees that the donated funds to support the Park improvements will, to the extent it does not negatively impact the integrity of the Galveston Seawall or the primary purpose for which it was constructed (i e. to act as a bulwark against the sea in time of storm or hurricane), be utilized in accordance with the Frito-Lay North America, Inc donation guidelines delineated in its donation letter dated September 28, 2009, and accepted by the City (Exhibit "D" attached hereto) The funding will also be utilized by the City to match and leverage available federal funding to support the construction of additional improvements authorized to be constructed by the County upon additional areas of Ft. Crockett Park in the future No funds will be used for administrative purposes or for the payment of any consulting fees other than fees paid to the Goodman Corporation for monitoring design plans and specifications and construction

ARTICLE 2- CONSTRUCTION OF IMPROVEMENTS UPON THE HAMPTON BATTERY

As stated in the Preamble, the City has developed the plans and specifications for the construction of beautification improvements and pedestrian amenities upon the Hampton Battery that have been approved by both SHPO and the County Engineer Included in the plans and

specifications is a requirement that the contractor will warrant the quality of their construction for a minimum period of two (2) years subsequent to the completion of construction Similarly, the City will be responsible for advertising for bids, awarding the contract(s) for construction and overseeing construction through completion of the Project to ensure that the all construction takes place in accordance with the approved plans and specifications Should, during construction, the need arise to execute a change order, the change order must be approved by the County Engineer before implementation of construction. The City agrees that the County will have the unfettered right to enter the construction premises at such times as it deems desirable or prudent to ensure that construction of the Project is in accordance with the approved plans and specifications and change orders and that the integrity of the Galveston Seawall is not negatively impacted. The City also agrees that should the County raise any objections to the construction of the Project that it will cease all construction activities until such time as the objections are resolved No construction shall be permitted to take place during hurricane season except as is specifically authorized by the County

ARTICLE 3 - MAINTENANCE OF IMPROVEMENTS LOCATED UPON THE HAMPTON BATTERY

Once the construction of the new beautification improvements and pedestrian amenities are completed the City agrees to be responsible for their continual maintenance and repairs. The City agrees that the improvements and amenities will be routinely monitored and that they will be maintained and kept in a good and safe condition utilizing Hotel/Motel Tax, Beach User Fees, 4B funds, transportation funds, seawall parking fees if implemented or other City funds In addition, the City agrees that should such improvements and/or amenities become destroyed or otherwise rendered unusable due to fire, vandalism, flood, wind or other damage caused by tropical storm, hurricane or other natural disaster or due to the passage of time or should this Agreement be terminated by the City or the County in accordance with the provisions of Article 8 that they will remove all such improvements and amenities and restore the Hampton Battery to the condition required at that time by the County and the U S Army Corp of Engineers

As also stated in the Preamble, the County and Park Board have an existing agreement (Exhibit "C") that provides for the maintenance of Ft Crockett Park and other portions of the Galveston Seawall by the Park Board on behalf of the County. This agreement will remain in force and effect and the Park Board will continue to provide the maintenance it is currently contractually obligated to provide on the whole of Ft Crockett Park including the Hampton Battery

ARTICLE 4 – INSURANCE ON IMPROVEMENTS

The City agrees that it will maintain the following insurance on the improvements it constructs upon the Hampton Battery

- third party liability insurance coverage in such amounts as it deems prudent but in no event lower than the extent of the liability limits set forth by what is commonly called the Texas Tort Claims Act as it currently exists or hereafter may be amended The City agrees that any insurance polic(ies) it will procure will name

SJL

the County and the Park Board as additional insureds and contain a provision that waives any right of recovery against the County and the Park Board for loss or damage to persons or property including, but not limited to, the extent that the City is insured by a valid policy or policies of insurance issued by an insurance company licensed to do business in the State of Texas or the Texas Municipal League Intergovernmental Risk Pool. The City further agrees that no insurance company or companies with which the City maintains any insurance in force and effect with respect to the improvements constructed upon the Hampton Battery shall be subrogated to any claim of the City hereto against the County or the Park Board.

- flood, windstorm, fire and such other hazard insurance coverage as are covered by and protected against under policies of insurance commonly referred to as "flood insurance", "windstorm and hail" and "fire and extended coverage". City will attempt to but not guarantee that it will maintain such insurance in an amount not less than 100% of the then full replacement value of the improvements.

ARTICLE 5-CONCESSION AGREEMENTS AT FT. CROCKETT PARK

The Park Board agrees that it will not authorize the operation of any mobile concessions during the construction phase of the beautification improvements and pedestrian amenities upon the Hampton Battery.

The existing agreement between the County and the Park Board limits mobile concession agreements to a maximum period of two (2) years each Inasmuch as the improvements envisioned by the parties will be extensive, the parties agree that, beginning with the effective date of this new Agreement, the Park Board may enter into up to four (4) mobile concession agreements that are to be located at the Hampton Battery for up to maximum periods of five (5) years each. But, each such concession agreement must contain a provision that should the Park Board or the County terminate this Agreement that each such concession agreement will automatically terminate on the effective date of termination established by the County or the Park Board.

Any fees and other revenues generated by any concession agreements shall belong to the Park Board. But the use of such fees and revenues shall be restricted to the upkeep and maintenance of the improvements and amenities at Ft. Crockett Park or for such other purposes as the parties mutually.

ARTICLE 6- RIGHTS RETAINED BY COUNTY

In addition to the rights being granted the County in Article 2, County reserves the right to enter all portions of Ft. Crockett Park at such times it deems necessary, prudent or convenient to make such improvements, upgrading, repairs, replacement and maintenance of the Galveston Seawall it deems desirable The County will not be liable for any damages or injuries caused by

County's routine or emergency operations to any improvements or amenities located upon the Galveston Seawall and Ft. Crockett Park including but not limited to the beautification improvements and pedestrian amenities constructed upon the Hampton Battery by the City. The County will not be liable for any loss of profit to the City or the Park Board or their concessionaires at Ft. Crockett Park that may be caused by or result from any routine or emergency operations undertaken by the County and no claim or right to compensation shall accrue from such damages or injuries

The parties further agree that any person entering upon Ft Crockett Park to use any portion of the Park and/or the amenities or services located thereon shall be deemed by the parties to be entering upon property solely controlled by the City and the Parks Board

ARTICLE 7 - TERM OF AGREEMENT

This Agreement shall be effective as of the date listed above It will continue for an indefinite period of time until it is terminated by any party as provided in Article 8

ARTICLE 8- TERMINATION OF AGREEMENT

Any party may terminate its participation in this Agreement at any time for any reason or for convenience by providing six (6) months notice of their intention to terminate But, such termination will not relieve the terminating party from any obligation it had incurred by virtue of the terms and provisions of this Agreement prior to the effective date of their termination In addition, except as otherwise agreed to by the County, City may not terminate its participation in this Agreement until after construction of the Project at Ft Crockett Park has been completed and the warranty period specified by the construction Project has expired

ARTICLE 9 - LIABILITY

Section 9.01 - No Personal Liability of Parties To the extent allowed by law, County officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof

Section 9 02 - No Personal Liability of the City. To the extent allowed by law, the City's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof

Section 9 03 – No Personal Liability of the Park Board To the extent allowed by law, the Park Board officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof

ARTICLE 10 - MISCELLANEOUS

Section 10 01 - Laws. The parties hereto agree to abide with all applicable City Charter, County, and Park Board Charter provisions, laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction

Section 10 02 - Notices All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery

The City's address is 823 Rosenberg, Galveston, Texas 77553 (for U S mail, express or overnight mail), or (409) 797-3521 for facsimile transmissions, in any case to the attention of the City Manager

The County's address is Galveston County Courthouse, 722 Moody, Suite 200, Galveston, Texas 77550 (for U S. mail, express or overnight mail), in any case to the attention of the County Judge.

The Park Board's address is 601 Tremont Street, Galveston, Texas 77550 (for U S mail, express or overnight mail), in any case to the attention of the Chair

Section 10 03 - Texas Law to Apply and Venue This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas

Section 10.04 – Payments by Governmental Entities It is understood that, in accordance with Texas law, any payments from governmental entities, as required herein, for the performance of governmental functions or services are from available current revenues including federal and state grant resources.

Section 10.05 - Legal Construction In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 10 06 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City, County and the Park Board or their successors and permitted assigns

Section 10 07 - Exhibits All Exhibits attached to this Agreement are incorporated by reference

Section 10 08 - Counterparts This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement

Section 10 10 - Headings The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement

Section 10 11 – Assignment The County has no objection if the City should desire to transfer all or any portion of its obligations under this Agreement to the Park Board. But, any portion of this Agreement that the City does not assign to the Park Board shall remain the responsibility of the City

Section 10 12 – No Responsibility Except as may otherwise occur as a result of Section 10 11 or may otherwise be subsequently modified by Amendment as set forth in Section 10 06, no party shall bear any current liability, responsibility or obligation of any other party as a result of execution of this Agreement, e g the County shall still be responsible for maintaining the integrity of the Galveston Seawall, the Park Board shall still be responsible for its obligations itemized in the Agreement set forth in Exhibit "C" and the City shall still be responsible for traffic management and control

THIS AGREEMENT has been executed by the parties on the date and year first above written

CITY OF GALVESTON, TEXAS

Steve LeBlanc, City Manager

Approved as to form

Susie Green
City Attorney

1/13/11
Date of Execution

Galveston County, Texas

Patrick F. Doyle, Acting Judge

Attest

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

Approved as to Form:

Harvey Bazaman
Director, County Legal

Approval of Plans and Specifications attached hereto as Exhibit "A"

Mike F Fitzgerald
County Engineer

January 26, 2011
Date of Execution

Depts/Parks/Sunchip Final Draft January 11, 2011

Park Board of Trustees of the City of Galveston

Lou Muller
Executive Director

BOARD APPROVED
DATE 1-25-11
SIG. Karen Leach

Approved as to Form:

Carla Cotropia
Board Attorney

1-25-11
Date of Execution

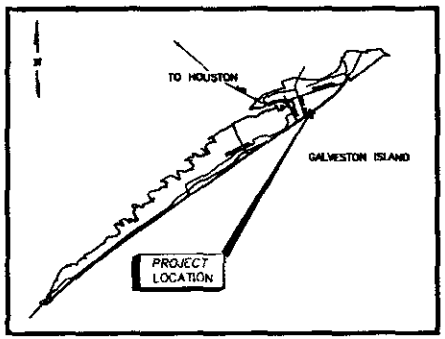
Exhibit "A"
Hampton Battery Fort Crockett Park Site Improvements

11/19/10
ADDENDUMS ONE & TWO
11/19/10
REVIEW COMMENTS
12-14-10
CCA PROJECT NO 110-039

THE GOODMAN CORPORATION

3200 Travis, #200
Houston, TX 77006
(713) 951-7951
(713) 951-7957

HAMPTON BATTERY
FORT CROCKETT PARK
SITE IMPROVEMENTS
GALVESTON, TX



LOCATION MAP

TITLE	SHEET NO
SURVEY	
CIVIL SITE DEMOLITION PLAN	C1.0
DEMOLITION PLAN	L1.00
CIVIL SITE LAYOUT PLAN	C2.0
CIVIL SITE GRADING PLAN	C3.0
CIVIL SITE UTILITY PLAN	C4 C4.1
GENERAL NOTES AND DETAILS	C5.0
DETAILS	C5.1
CONSTRUCTION PLAN	L1.01
CONSTRUCTION DETAILS	L1.03-L1.04
CONSTRUCTION DETAILS, NOTES & SCHEDULE	L1.05
CONSTRUCTION DETAILS & SCHEDULE	L1.06
ALTERNATES PLAN	L1.07
IRRIGATION PLAN	L2.01
IRRIGATION NOTES & DETAILS	L2.02
PLANTING PLAN	L3.01
PLANTING DETAILS, NOTES, SCHEDULE	L3.02
ARCHITECTURE PLAN & DETAILS	A1.01
FORT CROCKETT GATEWAY	[illegible]
INFORMATION SIGNS	G1.02
GENERAL NOTES, PLANS, AND DETAILS	S2.01
DETAILS	S2.02

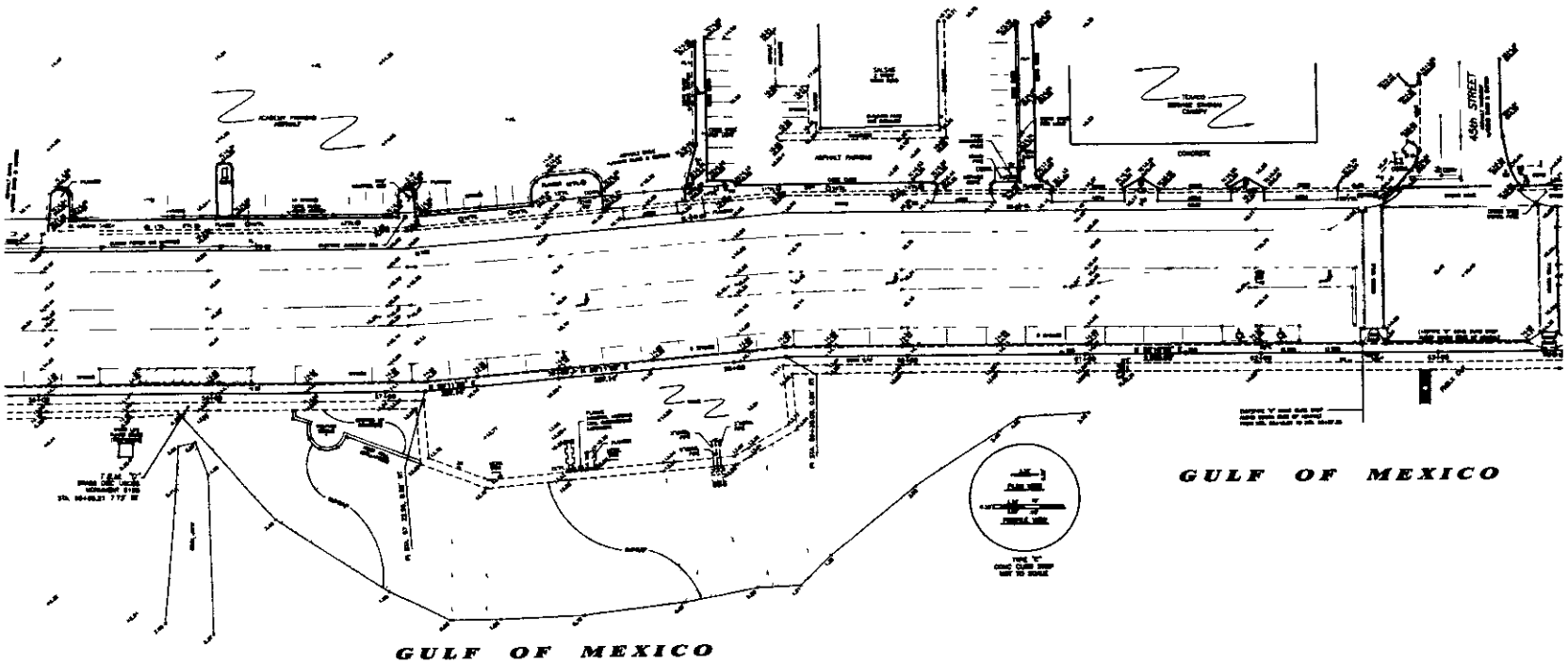
EGA
3202 Argonne Street
Houston, TX 77098
(713) 522-2652
(713) 522-2653

CLARK CONDON ASSOCIATES
LANDSCAPE ARCHITECTURE
10401 Stella Link Rd
Houston, TX 77025
(713) 871-1414
(713) 871-0888

WALTER P MOORE
1301 McKinney
Suite 1100
Houston, TX 77002
(713) 630-7300

MATRIX
24 Greenway Plaza, Suite 1508
Houston, TX 77098
(713) 520-1096
(713) 520-6836

JUDSON DESIGN
2407 Norfolk
Houston, TX 77098
(713) 520-1096
(713) 520-6836



NOTES:

1. THE BUILDINGS OF IMPROVEMENTS SHOWN HEREON REPRESENT THE OUTLINE AT GROUND SURFACE LEVEL UNLESS OTHERWISE NOTED.
2. THE UTILITY APPURTENANCES (I.E., VAULTS, BOXES, POSTS, ETC.) SHOWN HEREON ARE THOSE VISIBLE AT THE TIME OF SURVEY AND MAY NOT BE COMPLETE.
3. A UTILITY LOCATE REQUEST WAS CALLED IN TO TEXAS ONE, CALL ON 01-11-2016 @ 10:10AM, TICKET # 1601100423, TICKET # 1601101446, TICKET # 1601101447, TICKET # 1601101448, TICKET # 1601101449 AND TICKET # 1601101450. ALL UTILITY APPURTENANCES APPEARING ON THE GROUND AS OF THE ORIGINAL DATE OF THIS SURVEY HAVE BEEN LOCATED AND DEPICTED HEREON. UNLESS WHICH THAT MAY HAVE BEEN MISSED AND NOT SHOWN HEREON AND MAY NOT BE COMPLETE. BURIED SERVICE BE REQUESTED PRIOR TO EXCAVATION.
4. UNDERGROUND UTILITIES ARE NOT COMPLETE. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF UNDERGROUND UTILITIES.
5. UNDERGROUND TRAFFIC SIGNAL LINES AND STREET LIGHT LINES NOT SHOWN.
6. SURFACE COORDINATES, BEARINGS AND DISTANCES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. SURFACE COORDINATES WERE CALCULATED BY USING A COMBINED SCALE FACTOR OF 0.99999967.

TREE ABBREVIATIONS

PL	PALM
SP	SABAL PALM

LEGEND

10.00	ELEVATION
	TOP OF CURB
	GUTTER
	FLOWLINE
	DIRT
	STORM SEWER
	SANITARY SEWER
	WATER LINE
	OVERHEAD POWER
	POWER LINE (BURIED)
	TELEPHONE LINE (BURIED)
	GAS LINE
	DOWN GUY
	INLET
	MANHOLE
	POWER POLE
	FIRE HYDRANT
	GATE VALVE
	STREET SIGN
	STREET LIGHT
	TELEPHONE ENCLOSURE

ABBREVIATIONS

AL	AREA LIGHT
ASPH	ASPHALT
BLDG	BUILDING
BLVD	BOULEVARD
CLR	CLEARANCE
CONC	CONCRETE
CONDO	CONDOMINIUM
CPP	CORRUGATED PIPE
CPP(P)	CORRUGATED PLASTIC PIPE
DG	DOWN GUY
EB	ELECTRIC BOX
EM	ELECTRIC METER
EMH	ELECTRIC MANHOLE
FH	FIRE HYDRANT
FL	FLOW LINE
GL	GROUND LEVEL
GM	GAS METER
GV	GAS VALVE
HCP	HOLE CUT PIPE
HP	HOLE PUNCH
IGV	IRRIGATION VALVE
INV	INVERT
MH	METAL HOOD
PED	PEDESTAL
PP	POWER POLE
RCP	REINFORCED CONCRETE PIPE
SIGN	SIGNAGE
SP	SPRINKLER
SPC	SOUTHWESTERN BELL COMMUNICATION
SL	STREET LIGHT
SP	STREET POLE
TB	TELEPHONE BOX
TC	TELEPHONE
TEL	TELEPHONE
TELE	TELEPHONE ENCLOSURE
TM	TELEPHONE METER
TMH	TELEPHONE MANHOLE
TPP	TRAFFIC SIGNAL POLE
TSP	TRAFFIC SIGNAL POLE
WM	WATER METER
WV	WATER VALVE

PROJECT CONTROL BENCHMARK

NATIONAL GEODETIC SURVEY MONUMENT "HALL" BEING A BRASS DISC STAMPED "HALL 1943" SET FLUSH IN CONCRETE SURFACE OF THE SEAWALL LOCATED ON THE SOUTH SIDE OF SEAWALL BOULEVARD APPROXIMATELY 300 FEET EAST OF SEAWALL BOULEVARD AND 19TH STREET INTERSECTION.
DEL 1944-08-01 13.00' RX.

CALLED ELEVATION 14.27 (NAVD 88 ADJUSTMENT)

T.B.M. "D"

NATIONAL GEODETIC SURVEY MONUMENT "D 136" BEING A BRASS DISC STAMPED "D 136 1929" SET IN CONCRETE SURFACE OF THE SEAWALL LOCATED ON THE SOUTH SIDE OF SEAWALL BOULEVARD APPROXIMATELY 750 FEET WEST OF SEAWALL BOULEVARD AND 45TH STREET INTERSECTION.
(DIRECT LOCATION SHOWN ON SURVEY)
DEL 08-08-01 7.72' RX.

FOUND ELEVATION 14.04 (NAVD 88 ADJUSTMENT)
CALLED ELEVATION 14.00 (NAVD 88 ADJUSTMENT)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ON 05-16-2016 AND THAT THE TYPE DRAWN HEREWITH COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 6, CONDITION 1 SURVEY.

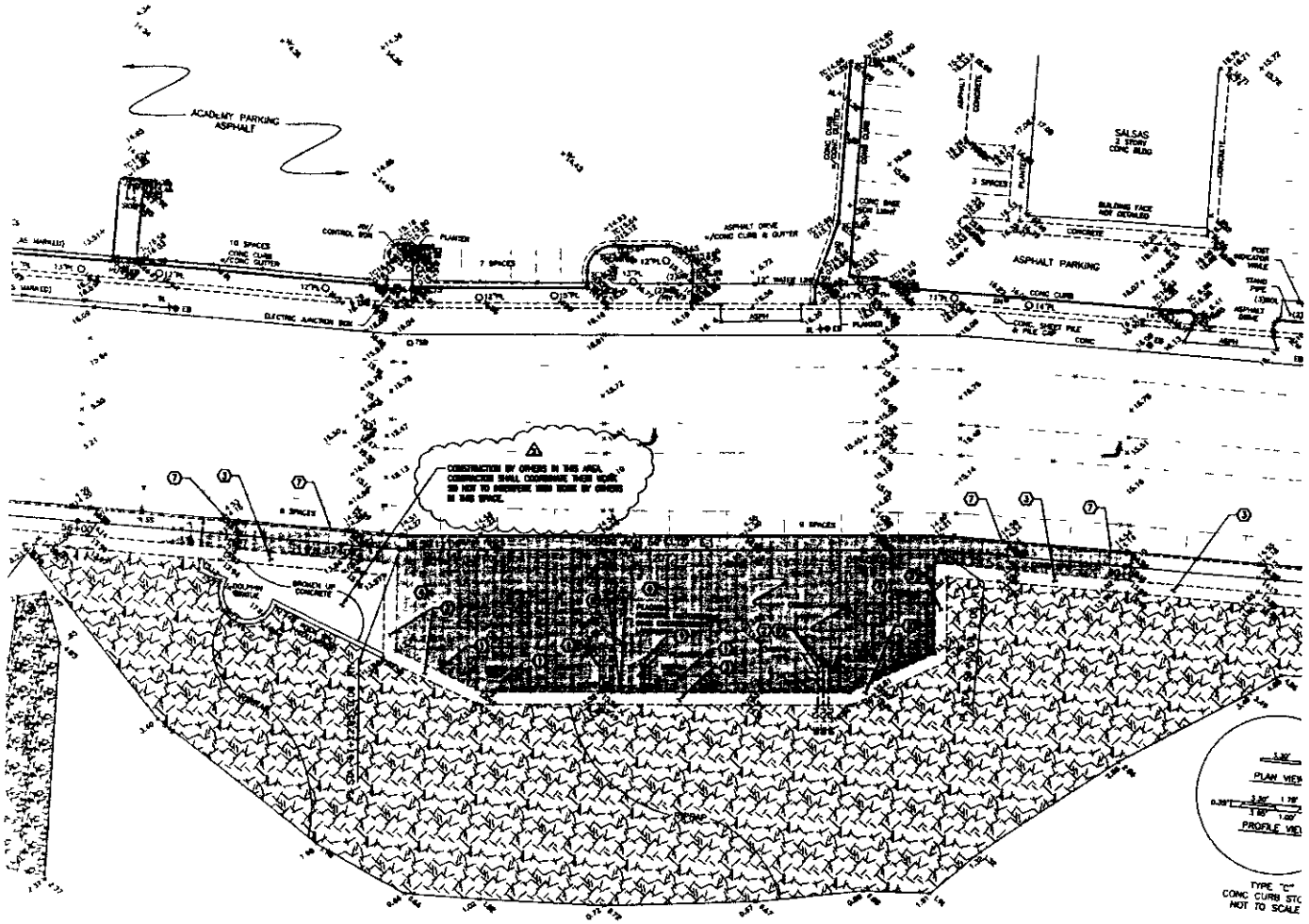
THIS CERTIFICATION IS BASED ON THE SURVEY HALL AND VOID IF THE DOCUMENT IS ALTERED IN ANY MANNER, OR, UNLESS NOT BEARS AN ORIGINAL SEAL AND SIGNATURE OF THE ENGINEER.

REVISED: 11-15-2016 — ADDED UTILITY LINES WITHIN CLOSED AREA

C.L. DAVIS & CO
LAND SURVEYING

TOPOGRAPHIC SURVEY
GALVESTON COUNTY
PORTION OF
SEAWALL BOULEVARD FROM
45TH STREET TO 800' WEST
GALVESTON GALVESTON COUNTY TEXAS

DATE: 06-16-2016 | SCALE: 1" = 30' | JOB NO. 11-



Benchmark:

PROJECT CONTROL BENCHMARK

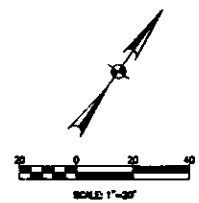
[illegible]

T.B.M. "G"

[illegible]

T.B.M. "Z"

[illegible]



LEGEND

	EXISTING	PROPOSED
Curb		
Edge of Pavement		
R.O.W.		
Curve Number		CI
Storm Sewer/MH		
Curb Inlet/Grate Inlet		
Sanitary Sewer/MH/Cleanout		
Water Line/Fire Hydrant/Valve		
Gas		
Electric		
Phone		
Fence		
Slope		1S
Top of Pavement		TP 42.25
Top of Sidewalk		TW 42.25
Finished Grade		FG 42.25
Top of Grate		TG 42.25
Flow Line		FL 42.25
Detail Number		5
Detail Sheet Number		C5.0

Notes:

1. REMOVE STRUCTURE COORDINATE W/LANDSCAPE
2. UTILITY TO REMAIN
3. EXISTING SEAWALL TO REMAIN. DO NOT DISTURB SEAWALL
4. REMOVE CONCRETE, SEE LANDSCAPE FOR LIMITS
5. CONTRACTOR TO CLEAN OUT LINES, TEST FLOW WITH WATER AND REPORT TO ENGINEER PRIOR TO CONSTRUCTION
6. REMOVE, COORDINATE WITH LANDSCAPE
7. DEMOLISH CURB AT STREET PLANTER, RE-LANDSCAPE

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3206 Travis, #200
Houston, TX 77006
(713) 661-7651
(713) 661-7657

ARCHITECTURE
EUBANKS GROUP ARCHITECTS
3202 Argonne Street
Houston, TX 77098
(713) 522-2662
(713) 522-2668

LANDSCAPE ARCHITECTURE
CLARK CONDON ASSOCIATES, INC.
10401 Stella Link Rd.
Houston, TX 77025
(713) 871-1414
(713) 871-8888

CIVIL ENGINEERING
WALTER P. MOORE COMPANY
1301 McKinney, Suite 1100
Houston, TX 77002
(713) 629-7399

STRUCTURAL ENGINEERING
MATRIX STRUCTURAL ENGINEERS
24 Greenway Plaza, Suite 1500
Houston, TX 77046
(713) 694-0128
(713) 694-1378

GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
2407 Norfolk
Houston, TX 77098
(713) 520-1098
(713) 520-8838

Walter P. Moore and Associates, Inc.
TBPE Firm Registration No. 1000

PE 12-14-10

ISSUE	DATE
FOR BID	11/19/10
△1 ADDENDUMS ONE & TWO	12/14/10
△2 REVIEW COMMENTS	12/14/10

CIVIL SITE
DEMOLITION PLAN

DRAWN: BP
CHECKED: MR
SCALE: 1"=20'-0"
DATE: November 18, 2010
CCA PROJECT NO: 110-036

SHEET
C1.0

DEMOLITION NOTES

1. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCING WORK. NOTIFY VARIOUS UTILITY COMPANIES A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK.

2. CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF ANY UTILITIES DAMAGED DURING CONSTRUCTION.

3. CONTRACTOR SHALL PROVIDE AN ACCEPTABLE SAFETY FENCE (PREFERABLY 6' CHAIN LINK) AROUND ALL CONSTRUCTION AREAS.

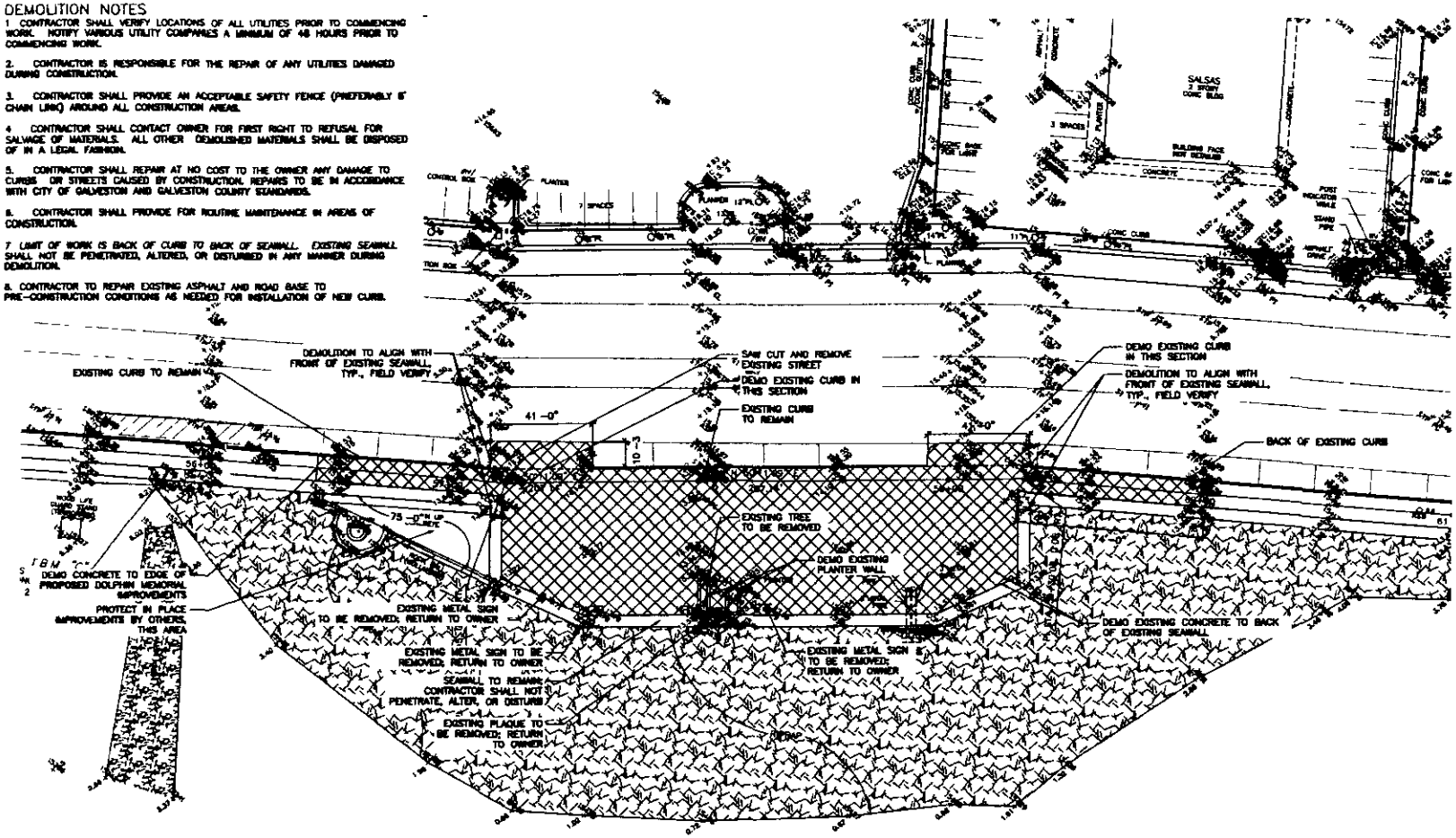
4. CONTRACTOR SHALL CONTACT OWNER FOR FIRST RIGHT TO REFUSAL FOR SALVAGE OF MATERIALS. ALL OTHER DEMOLISHED MATERIALS SHALL BE DISPOSED OF IN A LEGAL FASHION.

5. CONTRACTOR SHALL REPAIR AT NO COST TO THE OWNER ANY DAMAGE TO CURBS OR STREETS CAUSED BY CONSTRUCTION. REPAIRS TO BE IN ACCORDANCE WITH CITY OF GALVESTON AND GALVESTON COUNTY STANDARDS.

6. CONTRACTOR SHALL PROVIDE FOR ROUTINE MAINTENANCE IN AREAS OF CONSTRUCTION.

7. *LIMIT OF WORK IS BACK OF CURB TO BACK OF SEAWALL. EXISTING SEAWALL* SHALL NOT BE PENETRATED, ALTERED, OR DISTURBED IN ANY MANNER DURING DEMOLITION.

8. CONTRACTOR TO REPAIR EXISTING ASPHALT AND ROAD BASE TO PRE-CONSTRUCTION CONDITIONS AS NEEDED FOR INSTALLATION OF NEW CURB.



0 20 40 80

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3200 Travis, 6200
Houston, TX 77006
(713) 861-7861
(713) 861-7867

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(713) 523-3662
(713) 523-3662

LANDSCAPE ARCHITECTURE
CLARK CONDON ASSOCIATES, INC.
10401 Stella Link Rd.
Houston, TX 77025
(713) 571-1414
(713) 571-0000

CIVIL ENGINEERING
WALTER P MOORE COMPANY
1301 McKinney, Suite 1100
Houston, TX 77008
(713) 630-7300

STRUCTURAL ENGINEERING
MATRIX STRUCTURAL ENGINEERS
24 Greenway Plaza, Suite 1800
Houston, TX 77046
(713) 664-0139
(713) 664-1370

GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
2407 Norfolk
Houston, TX 77098
(713) 520-1085
(713) 520-0000

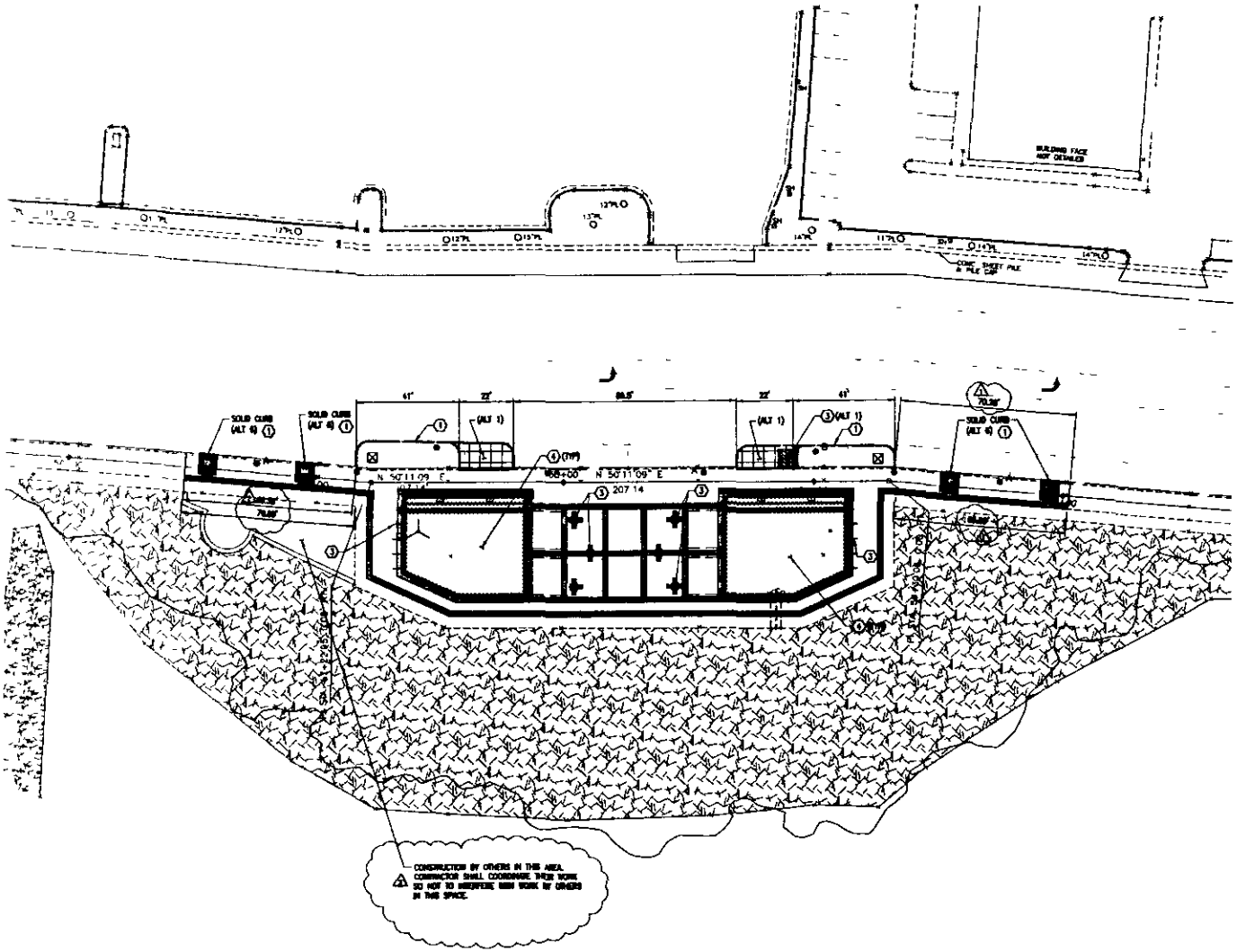
ISSUE	DATE
FOR BID	11/19/19

Demolition Plan

DRAWN: LRL
CHECKED: [illegible]
SCALE: 1"=20'-0"
DATE: November 19, 2019
CCA PROJECT NO: 110-000

SHEET

L1.00



BENCHMARKS

PROJECT CONTROL BENCHMARK

NATIONAL GEODETIC SURVEY MONUMENT "WILL 1936" BRASS DISC STAMPED "WILL 1936" SET FLUSH IN CONCRETE SURFACE OF THE SEAWALL LOCATED ON THE SOUTH SIDE OF SEAWALL BOULEVARD APPROXIMATELY 500 FEET EAST OF SEAWALL BOULEVARD AND 1,270 FEET WEST OF [illegible]
(DATUM LOCATION TAKEN ON SURVEY)
[illegible]

CALLED ELEVATION: 14.37 (BASED ON ADJUSTMENT)

T.B.M. "C"

NATIONAL GEODETIC SURVEY MONUMENT "S 1097" BRASS DISC STAMPED "S 1097" SET IN CONCRETE SURFACE OF THE SEAWALL LOCATED ON THE SOUTH SIDE OF SEAWALL BOULEVARD APPROXIMATELY 750 FEET WEST OF SEAWALL BOULEVARD AND 1000 FEET EAST OF [illegible]
(DATUM LOCATION TAKEN ON SURVEY)
[illegible]

FOUND ELEVATION: 14.64 (BASED ON ADJUSTMENT)
CALLED ELEVATION: 14.65 (BASED ON ADJUSTMENT)

T.B.M. "F"

NATIONAL GEODETIC SURVEY MONUMENT "CROCKETT 2" BRASS DISC STAMPED "CROCKETT 2 1934" SET IN CONCRETE PAVEMENT OF PICNIC AREA ON SOUTH SIDE OF SEAWALL BOULEVARD APPROXIMATELY 1,300 FEET EAST OF SEAWALL BOULEVARD AND FORT CROCKETT BOULEVARD INTERSECTION.
(DATUM LOCATION TAKEN ON SURVEY)
[illegible]

FOUND ELEVATION: 14.55 (BASED ON ADJUSTMENT)
CALLED ELEVATION: 14.55 (BASED ON ADJUSTMENT)

SCALE: 1 =20'

LEGEND

	EXISTING	PROPOSED
Curb		
Edge of Pavement		
R.O.W.		
Curve Number		CN
Storm Sewer/MH		
Curb Inlet/Grate Inlet		
Sanitary Sewer/MH/Cleanout		
Water Line/Fire Hydrant/Valve		
Gas		
Electric		
Phone		
Fence		
Slope		1:6
Top of Pavement	TP 42.25	
Top of Sidewalk	TS 42.25	
Finished Grade	FG 42.25	
Top of Grade	TG 42.25	
Flow Line	FL 42.25	
Detail Number / Detail Sheet Number		3 / C5.0

Notes

1. DOWELED ON CURB, HEIGHT VARIES SLOPED CURB AT 4 ON CENTER (1 / C5.0)(3 / C5.0)
2. SEE LANDSCAPE FOR MATERIAL TYPE, LAYOUT, AND JOINT LAYOUT
3. SEE LANDSCAPE FOR SITE FIXTURES AND FURNISHINGS
4. SEE LANDSCAPE FOR PLANTERS AND PLANTING

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

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(713) 991-7557

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(713) 522-3663

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(713) 571-0888

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MATRIX STRUCTURAL ENGINEERS
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(713) 664-1370

GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
2407 Norfolk
Houston, TX 77098
(713) 529-1086
(713) 529-9525

Walter P. Moore and Associates, Inc.
TBPE Firm Registration No. F-439

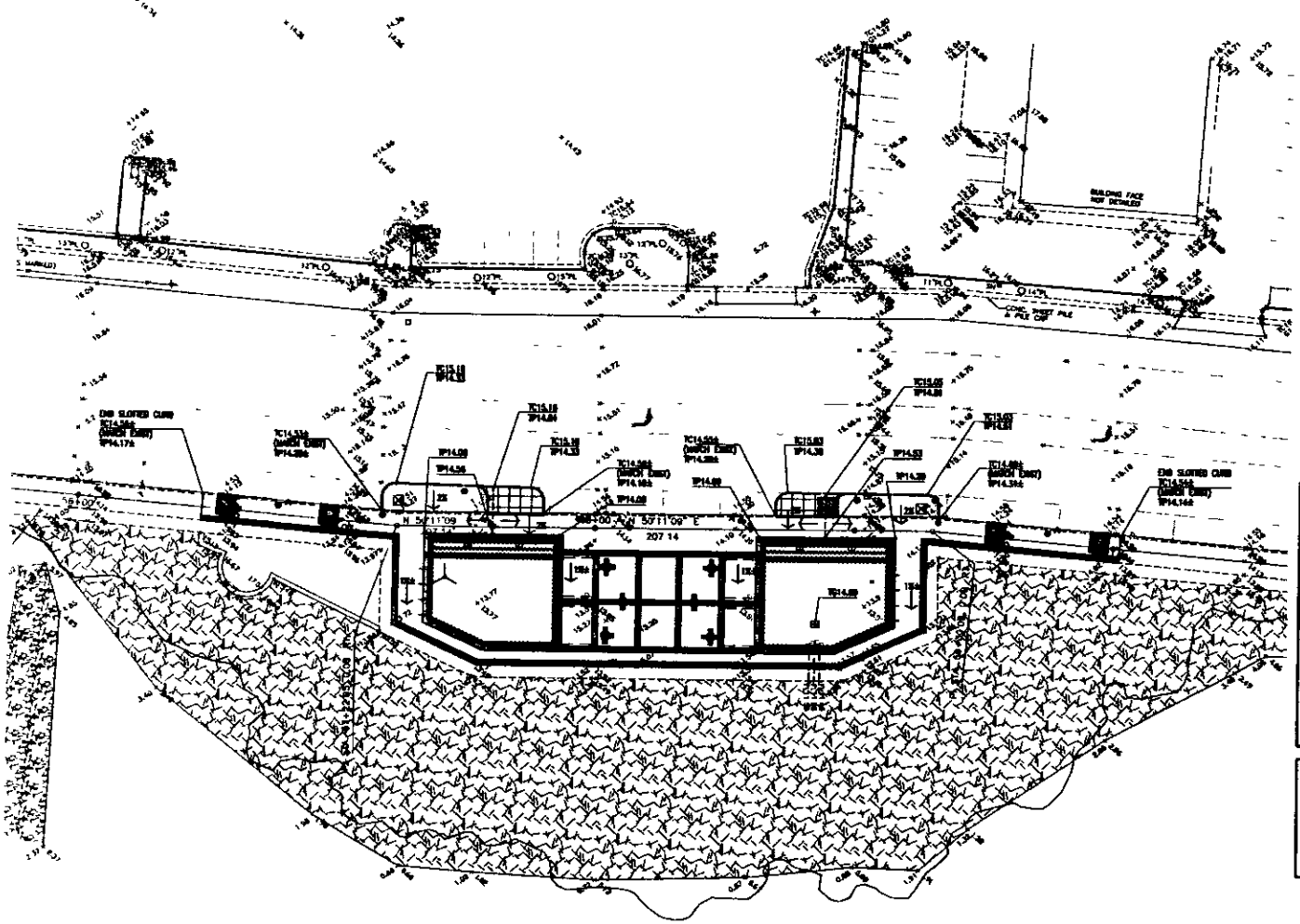
STATE OF TEXAS
J. MICHAELS GUTHRIE
[illegible] PE
12-14-10

ISSUE	DATE
FOR BID	11/15/10
1 ADDENDUMS ONE & TWO	12/1/10
2 REVIEW COMMENTS	12/14/10

CIVIL SITE
LAYOUT PLAN

DRAWN: BP
CHECKED: MR
SCALE: 1"=20'-0"
DATE: November 19, 2010
CCA PROJECT NO: 110-030

SHEET
C2.0



PROJECT CONTROL BENCHMARK

NATIONAL GEODETIC SURVEY MONUMENT "BALL" BEING A BRASS DISC STAMPED "BOA, 1963" SET FLUSH IN CONCRETE SURFACE OF THE SEAWALL LOCATED ON THE SOUTH SIDE OF SEAWALL BOULEVARD APPROXIMATELY 300 FEET EAST OF SEAWALL BOULEVARD AND 43RD STREET INTERSECTION.
(GPS LOCATION SHOWN ON SURVEY)
DN. 10-00-00.N, 10.00' W.

CALLED ELEVATION: 14.37' (BASE ON ADJUSTMENT)

T.B.M. "B"

NATIONAL GEODETIC SURVEY MONUMENT "L 1097" BEING A BRASS DISC STAMPED "L 1097" SET IN CONCRETE SURFACE OF THE SEAWALL LOCATED ON THE SOUTH SIDE OF SEAWALL BOULEVARD APPROXIMATELY 700 FEET EAST OF SEAWALL BOULEVARD AND 43RD STREET INTERSECTION.
(GPS LOCATION SHOWN ON SURVEY)
DN. 50-00.31, 7.72' W.

FOUND ELEVATION: 14.04 (BASE ON ADJUSTMENT)
CALLED ELEVATION: 14.00 (BASE ON ADJUSTMENT)

T.B.M. "C"

NATIONAL GEODETIC SURVEY MONUMENT "CROCKETT 2" BEING A BRASS DISC STAMPED "CROCKETT 2, 1974" SET IN CONCRETE PEDESTAL OF PICNIC AREA ON SOUTH SIDE OF SEAWALL BOULEVARD APPROXIMATELY 1,200 FEET EAST OF SEAWALL BOULEVARD AND FORT CROCKETT BOULEVARD INTERSECTION.
(GPS LOCATION SHOWN ON SURVEY)
DN. 10-00.00, 2.10' W.

FOUND ELEVATION: 14.02 (BASE ON ADJUSTMENT)
CALLED ELEVATION: 14.00 (BASE ON ADJUSTMENT)

20 0 20 40
SCALE: 1"=20'

LEGEND

	EXISTING	PROPOSED
Curb		
Edge of Pavement		
R.O.W.		
Curve Number		(01)
Storm Sewer/MH		
Curb Inlet/Grate Inlet		
Sanitary Sewer/MH/Cleanout		
Water Line/Fire Hydrant/Valve		
Gas		
Electric		
Phone		
Fence		
Slope		2:1
Top of Pavement	TP 42.35	TP 42.35
Top of Sidewalk	TW 42.38	TW 42.38
Finished Grade	FG 42.35	FG 42.35
Top of Grade	TG 42.35	TG 42.35
Flow Line	FL 42.30	FL 42.30
Detail Number		6
Detail Sheet Number		C3.0

Notes

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3200 Travis, 6200
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(713) 981-7991
(713) 981-7997

ARCHITECTURE
EUBANKS GROUP ARCHITECTS
3202 Argonne Street
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(713) 523-2662

LANDSCAPE ARCHITECTURE
CLARK CONDON ASSOCIATES, INC.
10401 State Link Rd.
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(713) 671-1414
(713) 671-6865

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MATRIX STRUCTURAL ENGINEERS
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(713) 664-1370

GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
2407 Hadley
Houston, TX 77006
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(713) 520-6620

Walter P. Moore and Associates, Inc.
TBPE Firm Registration No. 530

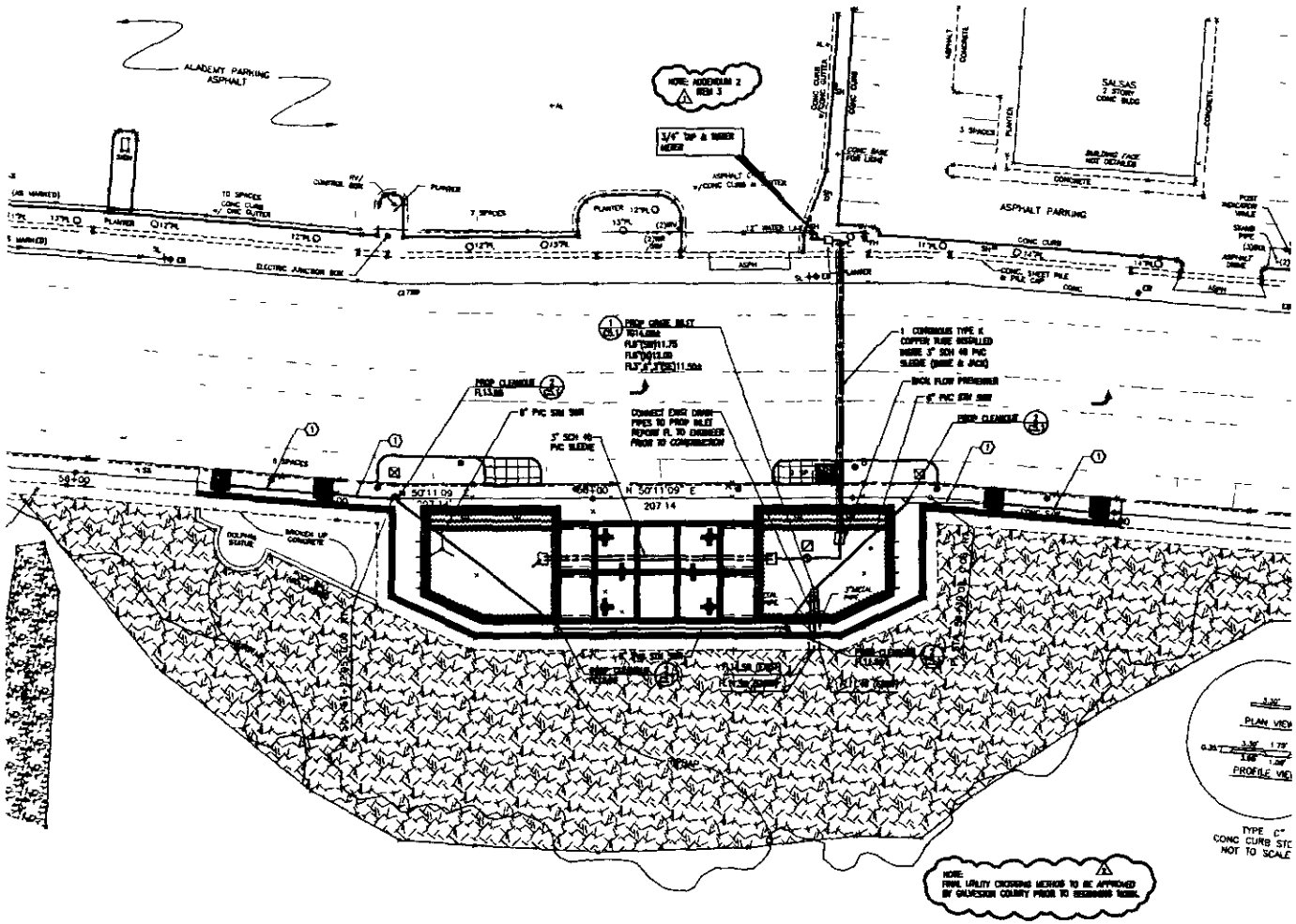
STATE OF TEXAS
12/14/10

ISSUE	DATE
FOR BID	11/18/10
ADDENDUMS ONE & TWO	12/14/10
REVIEW COMMENTS	12/14/10

CIVIL SITE
GRADING PLAN

DRAWN: BF
CHECKED: MR
SCALE: 1"=20'-0"
DATE: November 10, 2010
CCA PROJECT NO: 118-089

SHEET
C3.0



Benchmark

PROJECT CONTROL BENCHMARK

NATIONAL GEODETIC SURVEY MONUMENT "WALL" BEING A BRASS DISC STAMPED "WALL 1982" SET FLUSH IN CONCRETE SURFACE OF THE SEAWALL LOCATED ON THE SOUTH SIDE OF SEAWALL BOULEVARD APPROXIMATELY 700 FEET EAST OF SEAWALL BOULEVARD AND 13TH STREET INTERSECTION.
(EXACT LOCATION SHOWN ON SURVEY)
SPC, 4[illegible], 13.[illegible] FT.

CALLED ELEVATION: 14.37 (NAVD 88 ADJUSTMENT)

T.B.M. "G"
NATIONAL GEODETIC SURVEY MONUMENT "G 1[illegible]" BEING A BRASS DISC STAMPED "G 1[illegible]" SET IN CONCRETE SURFACE OF THE SEAWALL LOCATED ON THE SOUTH SIDE OF SEAWALL BOULEVARD APPROXIMATELY 730 FEET EAST OF SEAWALL BOULEVARD AND 45TH STREET INTERSECTION.
(EXACT LOCATION SHOWN ON SURVEY)
SPC, [illegible], 7.[illegible] FT.

FOUND ELEVATION: 14.04 (NAVD 88 ADJUSTMENT)
CALLED ELEVATION: 14.05 (NAVD 88 ADJUSTMENT)

T.B.M. "Z"
NATIONAL GEODETIC SURVEY MONUMENT "CROCKETT 2" BEING A BRASS DISC STAMPED "CROCKETT 2 1974" SET IN CONCRETE PAVEMENT OF PICNIC AREA ON SOUTH SIDE OF SEAWALL BOULEVARD APPROXIMATELY 1,[illegible] FEET EAST OF SEAWALL BOULEVARD AND FORT CROCKETT BOULEVARD INTERSECTION.
(EXACT LOCATION SHOWN ON SURVEY)
SPC, [illegible], 3.[illegible] FT.

FOUND ELEVATION: 14.52 (NAVD 88 ADJUSTMENT)
CALLED ELEVATION: 14.53 (NAVD 88 ADJUSTMENT)

SCALE: 1 =30'

LEGEND

	EXISTING	PROPOSED
Curb		
Edge of Pavement		
R.O.W.		
Curve Number		CI
Storm Sewer/MH		
Curb Inlet/Grate Inlet		
Sanitary Sewer/MH/Cleanout		
Water Line/Fire Hydrant/Valve		
Gas		
Electric		
Phone		
Fence		
Slope		1%
Top of Pavement	TP 42.25	
Top of Sidewalk	TW 42.25	
Finished Grade	FG 42.25	
Top of Grate	TG 42.25	
Flow Line	FL 42.25	
Detail Number		5
Detail Sheet Number		C5.0

Notes

1. LANDSCAPE DRAINAGE PIPING TO BE PLACED BEHIND SEAWALL BLDG R.O.W.

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3200 Travis, 8200
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(713) 951-7957

ARCHITECTURE
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CLARK CONDON ASSOCIATES, INC.
10401 Stella Link Rd.
Houston, TX 77025
(713) 571-1414
(713) 571-0[illegible]

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WALTER P. MOORE COMPANY
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STRUCTURAL ENGINEERING
MATRIX STRUCTURAL ENGINEERS
24 Greenway Plaza, Suite 1600
Houston, TX 77046
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(713) 694-1579

GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
2407 Norfolk
Houston, TX 77098
(713) 520-1099
(713) 520-8838

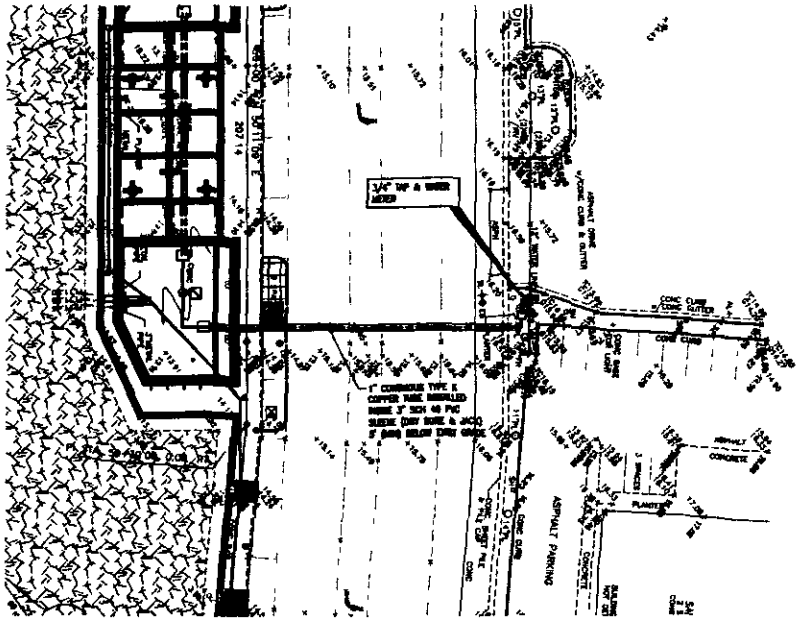
PE 12/14/10

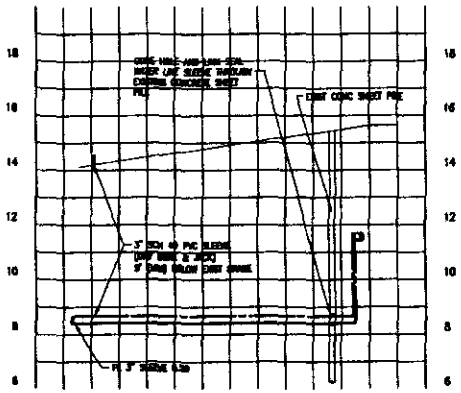
ISSUE	DATE
100% CD	11/19/10
ADDENDUMS ONE & TWO	12/14/10
REVIEW COMMENTS	12/14/10

CIVIL SITE
UTILITY PLAN

DRAWN: SP
CHECKED: MR
SCALE: 1"=20'-0"
DATE: November 19, 2010
CCA PROJECT NO: 110-[illegible]

SHEET
C4.0





Benchmark

PROJECT CONTROL BENCHMARK

[illegible]

CALIB. ELEVATION 14.32 (pipe on [illegible])

T.B.M. "G"

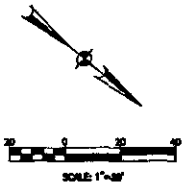
[illegible]

CALIB. ELEVATION 14.04 (pipe on [illegible])

T.B.M. "J"

[illegible]

CALIB. ELEVATION 14.36 (pipe on [illegible])



LEGEND

	EXISTING	PROPOSED
Curb		
Edge of Pavement		
R.O.W.		
Drive Number		(D)
Storm Sewer/MH		
Curb Inlet/Grate Inlet		
Sanitary Sewer/MH/Cleanout		
Water Line/Fire Hydrant/Valve		
Gas		
Guards		
Fence		
Trees		
Steps		
Top of Pavement	TP 45.55	
Top of Sidewalk	TW 45.55	
Finished Grade	FG 45.55	
Top of Grade	TG 45.55	
Flow Line	FL 45.55	
Detail Number		3
Detail Sheet Number		C4.0

Notes:

1. LANDSCAPE DRAINAGE PIPING TO BE PLACED BEHIND SIDEWALK, BEHIND R.O.W.

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3200 Travis, 6th
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(713) 522-3002

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10497 Shale Line Rd.
Houston, TX 77035
(713) 871-1414
(713) 871-0999

CIVIL ENGINEERING
WALTER P MOORE COMPANY
1301 McKinney, Suite 1100
Houston, TX 77002
(713) 630-7300

STRUCTURAL ENGINEERING
MATRIX STRUCTURAL ENGINEERS
24 Greenway Plaza, Suite 1605
Houston, TX 77046
(713) 664-0139
(713) 664-1379

GRAPHIC DESIGN AND WAYFINDING
AUDRON DESIGN
3407 Hadath
Houston, TX 77098
(713) 630-1000
(713) 630-0000

Texas Inc. No. 1024 Texas
Registration No. 4642

STATE OF TEXAS
J. MARCUS AUDRON
0400
LICENSED
PROFESSIONAL ENGINEER

12-14-10

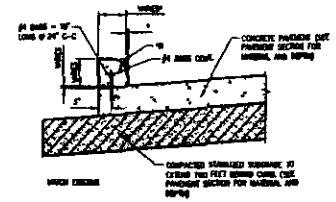
ISSUE	DATE
FOR BID	11/19/10
⚠ ADDENDUMS ONE & TWO	12/14/10
⚠ REVIEW COMMENTS	12/14/10

CIVIL SITE
UTILITY PLAN

DRAWN: BP
CHECKED: MR
SCALE: 1"=20'-0"
DATE: November 19, 2010
CCA PROJECT No.10-030

SHEET
C4.1
⚠

12/14/2010 11:52 AM \\p03\2010\10059-00\\sd\plts\10059-00-wl-hpe-pp



1 DOWELLED ON CONCRETE CURB
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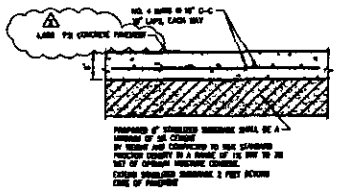

2 6" CONCRETE PAVEMENT
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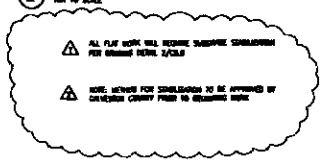

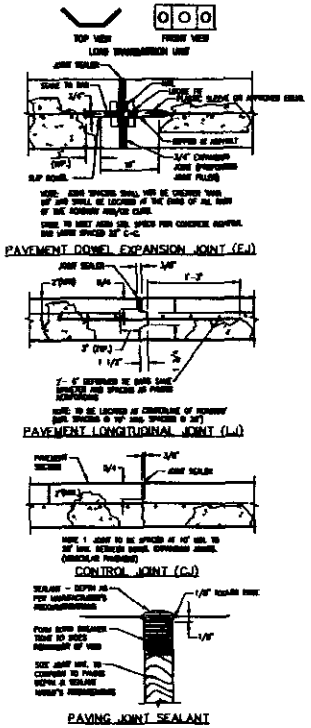

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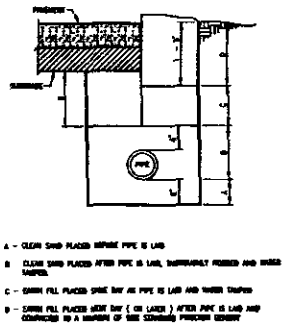

4 WATER LINE BEDDING & BACKFILL
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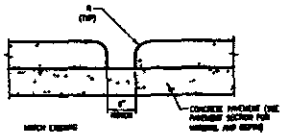

5 CONCRETE CURB NOTCH
NOT TO SCALE

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3200 Travis, #200
Houston, TX 77006
(713) 951-7951
(713) 951-7957

ARCHITECTURE
ELISANKS GROUP ARCHITECTS
3302 Argonne Street
Houston, TX 77009
(713) 522-2662
(713) 522-2662

LANDSCAPE ARCHITECTURE
CLARK CONDON ASSOCIATES, INC.
10401 Shale Link Rd.
Houston, TX 77039
(713) 871-1414
(713) 871-6666

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WALTER P. MOORE COMPANY
1301 McKinney, Suite 1100
Houston, TX 77002
(713) 630-7300

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MATRIX STRUCTURAL ENGINEERS
24 Greenway Plaza, Suite 1800
Houston, TX 77046
(713) 964-0135
(713) 964-1370

GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
2407 Norfolk
Houston, TX 77098
(713) 520-1086
(713) 520-0838

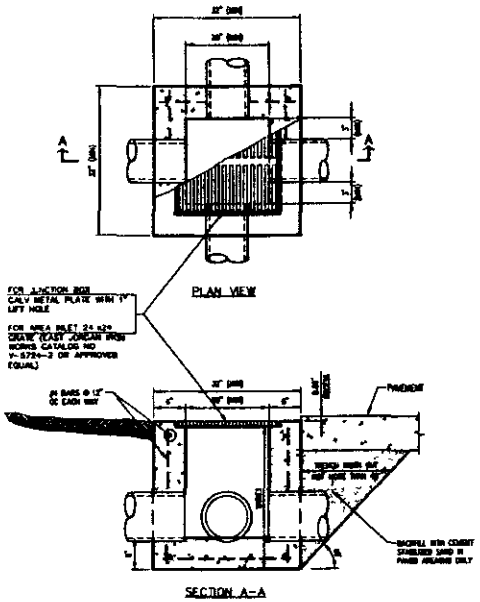
12-14-10

ISSUE	DATE
FOR BID	11/19/10
1 ADDENDUMS ONE & TWO	12/14/10
2 REVIEW COMMENTS	12/14/10

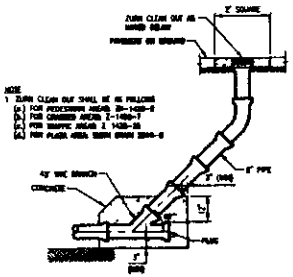
GENERAL NOTES AND DETAILS

DRAWN: BP
CHECKED: MR
SCALE:
DATE: November 19, 2010
CCA PROJECT NO: 110-038

SHEET
C5.0



1 SQUARE GRATE INLET OR JUNCTION BOX
NOT TO SCALE



2 CLEAN OUT
NOT TO SCALE

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3280 Travis, #200
Houston, TX 77006
(713) 951-7951
(713) 951-7957

ARCHITECTURE
EUBANKS GROUP ARCHITECTS
3202 Argonne Street
Houston, TX 77098
(713) 523-3882
(713) 523-3882

LANDSCAPE ARCHITECTURE
CLARK CONDON ASSOCIATES, INC.
10401 Stella Link Rd.
Houston, TX 77025
(713) 871-1414
(713) 871-0886

CIVIL ENGINEERING
WALTER P. MOORE COMPANY
1301 McKinney, Suite 1100
Houston, TX 77002
(713) 630-7300

STRUCTURAL ENGINEERING
MATRIX STRUCTURAL ENGINEERS
24 Greenway Plaza, Suite 1500
Houston, TX 77046
(713) 884-0130
(713) 884-1376

GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
2407 Norfolk
Houston, TX 77098
(713) 520-1086
(713) 520-6535

Walter P. Moore and Associates, Inc.
TBPE Firm Registration No. 1005

12-14-10

ISSUE	DATE
FOR BID	11/19/10
ADDENDUMS ONE & TWO	12/14/10
REVIEW COMMENTS	12/14/10

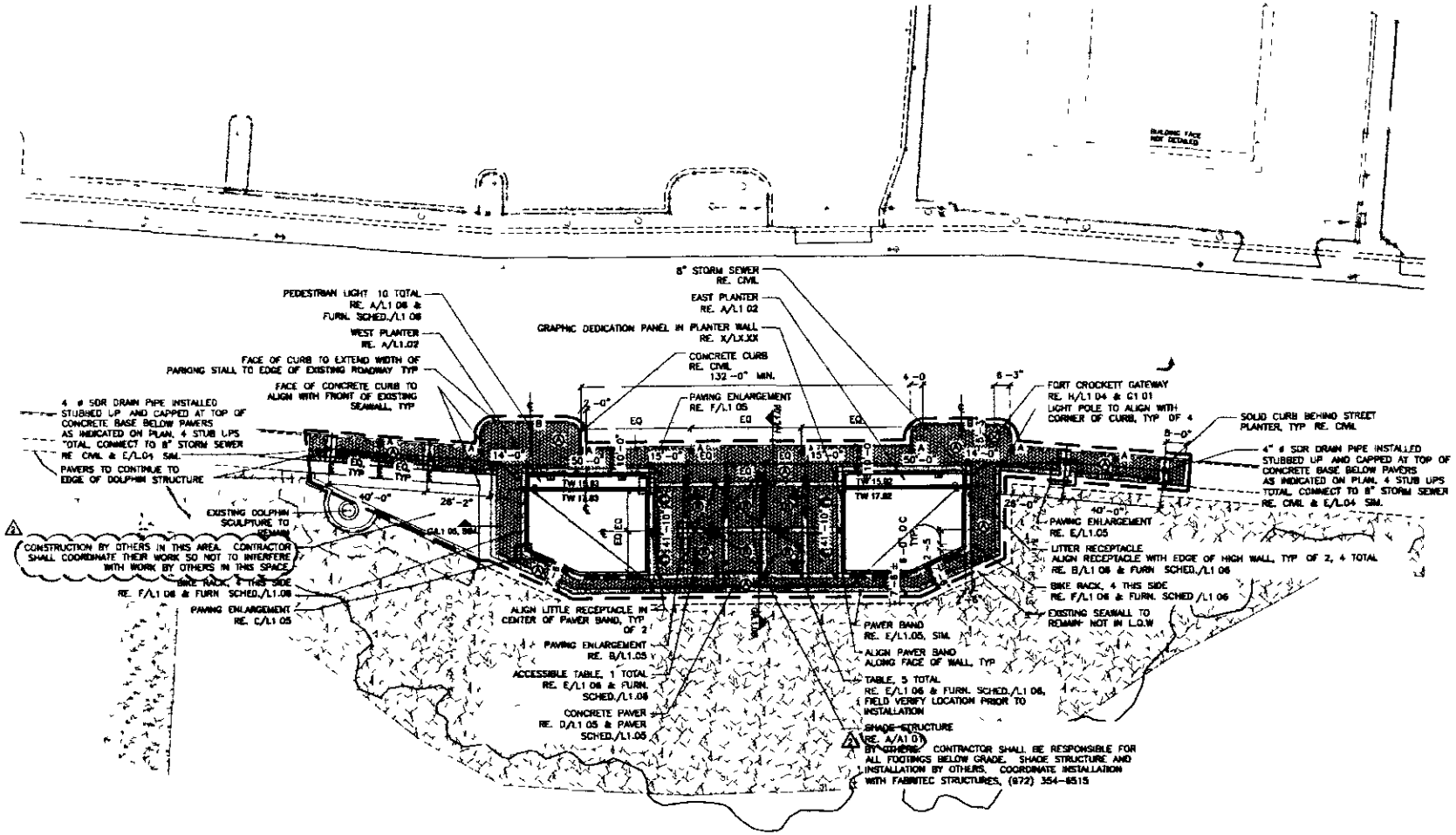
DETAILS

DRAWN: SP
CHECKED: MR
SCALE:
DATE: November 16, 2010
CCA PROJECT NO: 110-028

SHEET
C5.1

	PAVER TYPE A
B	PAVER TYPE B
C	PAVER TYPE C

NOTE. 1 REFERENCE PAVER SCHEDULE/L1.05 FOR PAVER TYPES.
2 TW = TOP OF WALL



HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3200 Travis, #200
Houston, TX 77006
(713) 861 7851
(713) 861 7867

ARCHITECTURE
EUBANKS GROUP ARCHITECTS
3202 Augusta Street
Houston, TX 77098
(713) 523-3662
(713) 522-3662

LANDSCAPE ARCHITECTURE
CLARK CONDON ASSOCIATES, INC.
10401 Stella Link Rd.
Houston, TX 77025
(713) 871-1414
(713) 871-0889

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Houston, TX 77002
(713) 630-7300

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MATRIX STRUCTURAL ENGINEERS
24 Greenway Plaza, Suite 1600
Houston, TX 77046
(713) 984-0120
(713) 984-1370

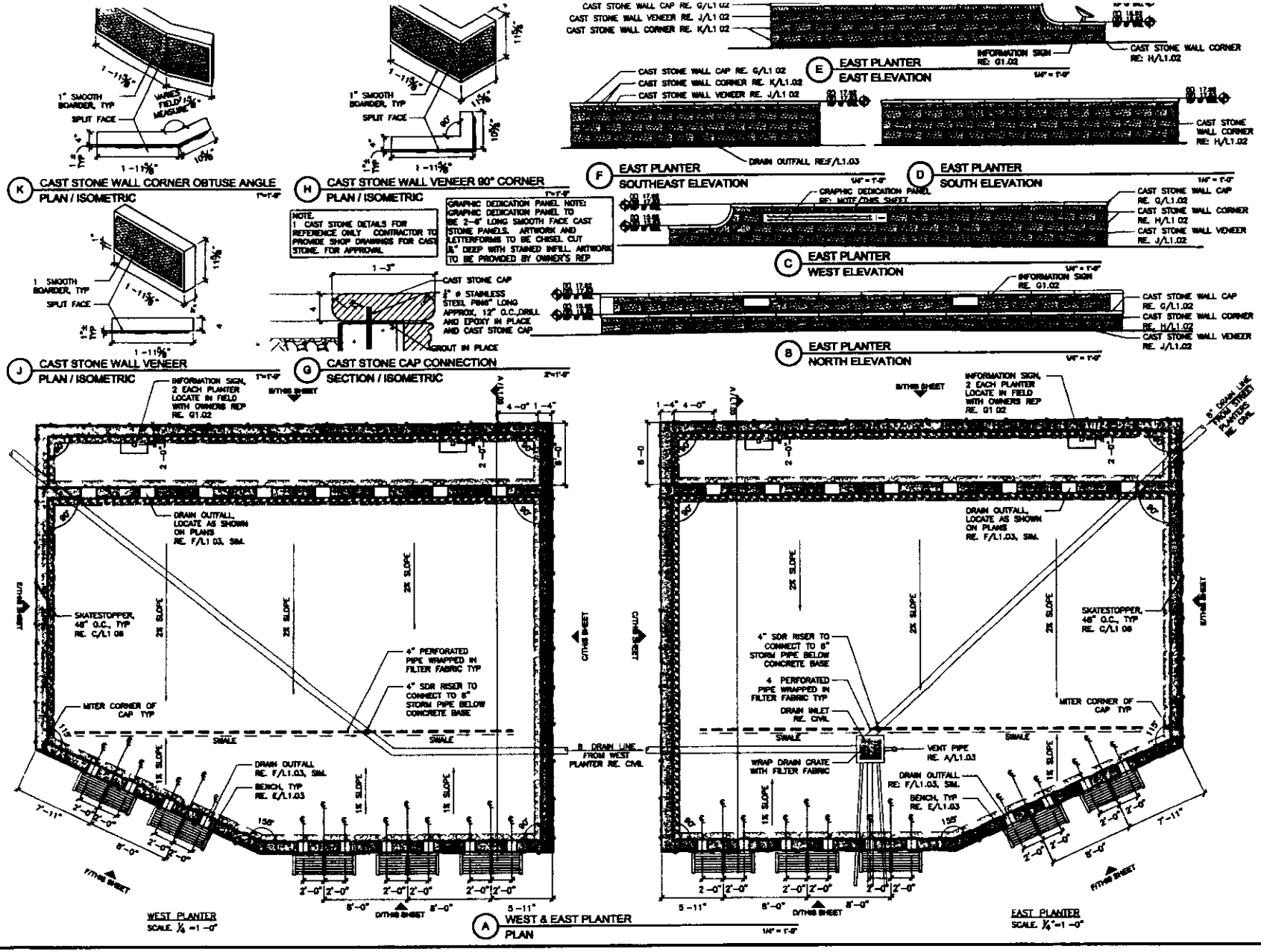
GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
2407 Norfolk
Houston, TX 77098
(713) 520-1089
(713) 520-8838

ISSUE	DATE
FOR BID	11/18/10
2 REVIEW COMMENTS	12/14/10

Construction Plan

DRAWN: LRL
CHECKED: SBB
SCALE: 1"=20'-0"
DATE: November 19, 2010
CCA PROJECT NO: 110-000

SHEET
L1.01



HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3200 Travis, #200
Houston, TX 77006
(713) 961-7961
(713) 961-7967

ARCHITECTURE
EUBANKS GROUP ARCHITECTS
3202 Argonne Street
Houston, TX 77005
(713) 523-3662
(713) 523-3662

LANDSCAPE ARCHITECTURE
CLARK CONDON ASSOCIATES, INC.
10401 Stella Link Rd.
Houston, TX 77025
(713) 871-1414
(713) 871-0888

CIVIL ENGINEERING
WALTER P. MOORE COMPANY
1301 McKinney, Suite 1100
Houston, TX 77002
(713) 630-7300

STRUCTURAL ENGINEERING
MATRIX STRUCTURAL ENGINEERS
24 Greenway Plaza, Suite 1600
Houston, TX 77046
(713) 664-0130
(713) 664-1370

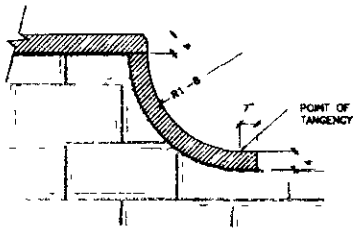
GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
2407 Norfolk
Houston, TX 77098
(713) 520-1080
(713) 520-0888

ISSUE	DATE
FOR BID	11/19/18

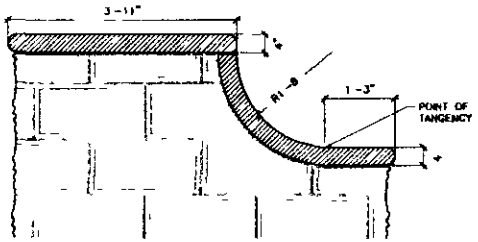
Construction Details

DRAWN: LRL
CHECKED: BBB
SCALE: 1"=20'-0"
DATE: November 19, 2018
CCA PROJECT NO: 115-039

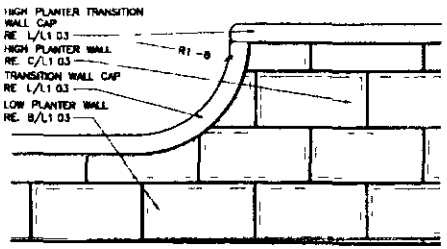
SHEET
L1.02



L TRANSITION WALL CAP ELEVATION 1"=1'-0"



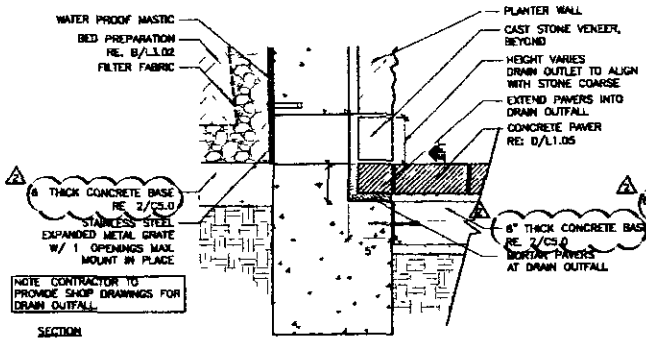
K TRANSITION WALL CAP STREET PLANTER ELEVATION/PLAN 1"=1'-0"



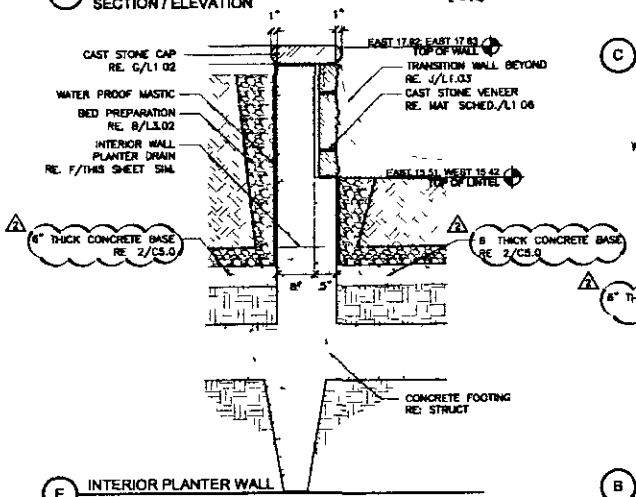
J TRANSITION WALL ELEVATION 1 = 1'-0"

H NOT USED 2" = 1'-0"

G NOT USED SECTION / ELEVATION 2" = 1'-0"

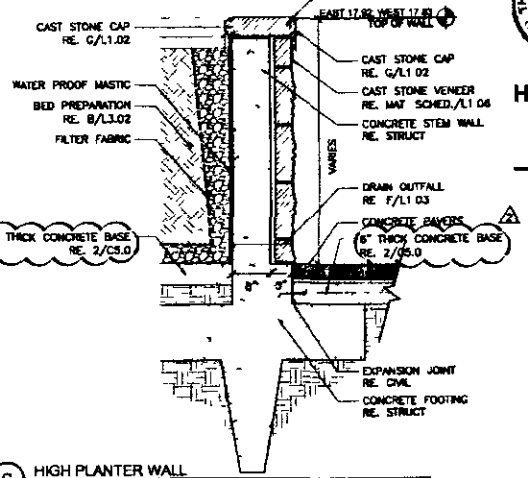


F DRAIN OUTFALL @ HIGH PLANTER WALL SECTION / ELEVATION 2" = 1'-0"

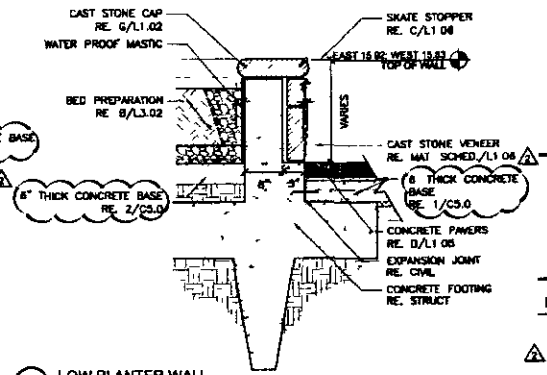


E INTERIOR PLANTER WALL SECTION 1 = 1'-0"

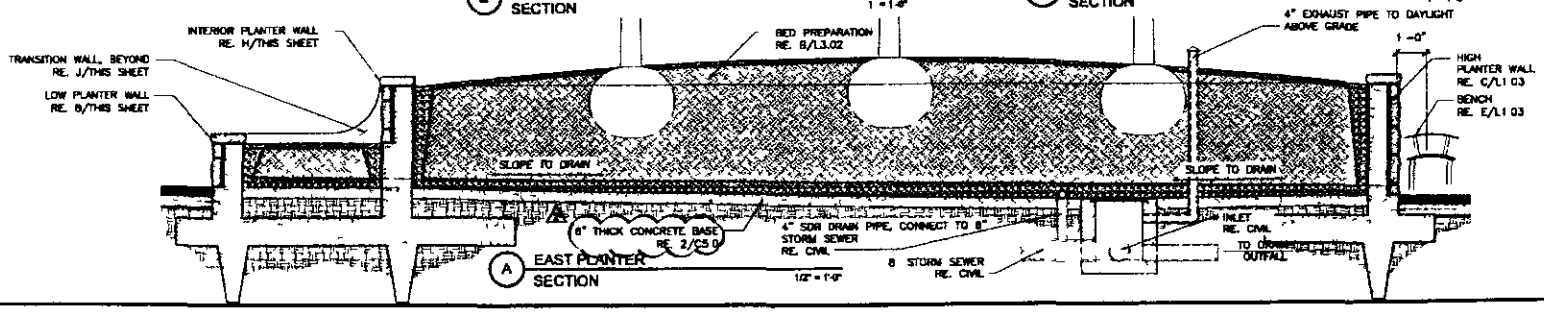
D NOT USED 1 = 1'-0"



C HIGH PLANTER WALL SECTION 1 = 1'-0"



B LOW PLANTER WALL SECTION 1 = 1'-0"



A EAST PLANTER SECTION 1/2" = 1'-0"

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3208 Travis, 9200
Houston, TX 77006
(713) 861-7931
(713) 861-7957

ARCHITECTURE
EUBANKS GROUP ARCHITECTS
3202 Argonne Street
Houston, TX 77098
(713) 522-3992
(713) 522-3993

LANDSCAPE ARCHITECTURE
CLARK CONDON ASSOCIATES, INC.
10401 Stella Link Rd.
Houston, TX 77025
(713) 871 1414
(713) 871-0888

CIVIL ENGINEERING
WALTER P. MOORE COMPANY
1301 McKinney, Suite 1100
Houston, TX 77002
(713) 630-7300

STRUCTURAL ENGINEERING
MATRIX STRUCTURAL ENGINEERS
24 Greenway Plaza, Suite 1900
Houston, TX 77046
(713) 664-0130
(713) 664-1378

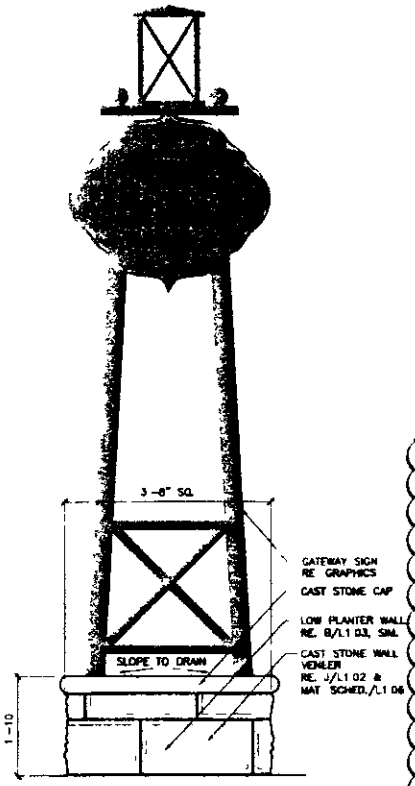
GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
2407 Norfolk
Houston, TX 77098
(713) 520-1886
(713) 520-8636

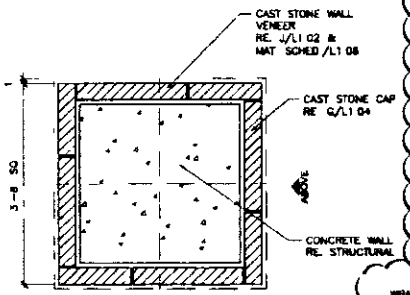
ISSUE	DATE
FOR BID	11/19/10
2 REVIEW COMMENTS	12/14/10

Construction Details

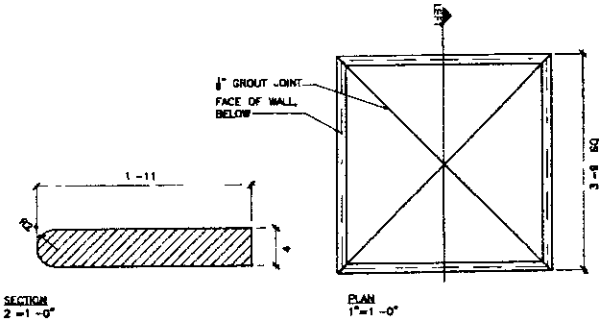
DRAWN: LRL
CHECKED: BBB
SCALE: 1"=2'-0"
DATE: November 18, 2010
CCA PROJECT NO: 110-039

SHEET
L1.03

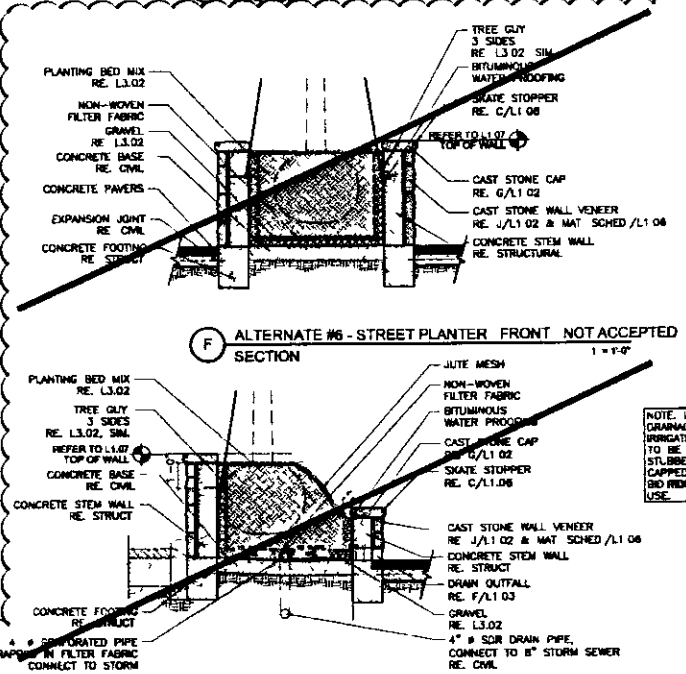




H FORT CROCKETT GATEWAY BASE
PLAN/ELEVATION
1"=1'-0"



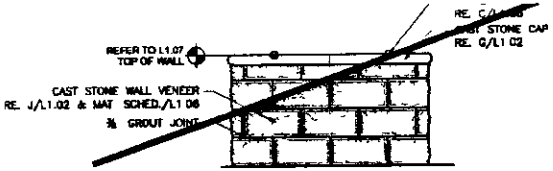
G CAST STONE CAP - GATEWAY MARKER
SECTION
1"=1'-0"



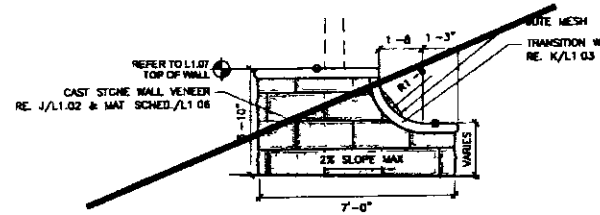
F ALTERNATE #6 - STREET PLANTER FRONT NOT ACCEPTED
SECTION
1"=1'-0"

NOTE: LANDSCAPE DRAINAGE AND IRRIGATION SLEEVE TO BE INSTALLED STUBBED UP AND CAPPED IN BASE BID REDRU/FUTURE USE.

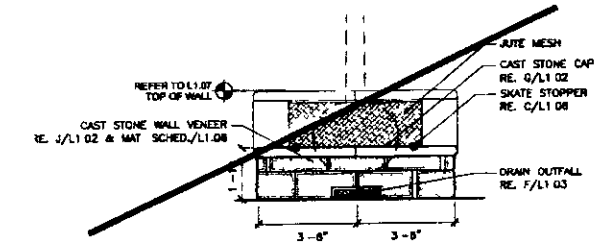
E ALTERNATE #6 - STREET PLANTER - SIDE NOT ACCEPTED
SECTION
1"=1'-0"



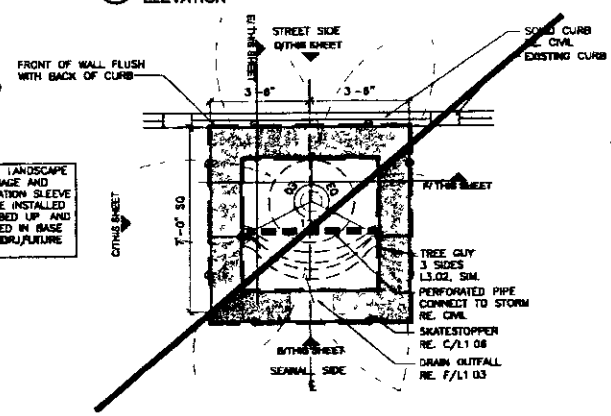
D ALTERNATE #6 - STREET PLANTER - BACK - NOT ACCEPTED
ELEVATION
1"=1'-0"



C ALTERNATE #6 - STREET PLANTER SIDE NOT ACCEPTED
ELEVATION
1"=1'-0"



B ALTERNATE #6 - STREET PLANTER FRONT - NOT ACCEPTED
ELEVATION
1"=1'-0"



A ALTERNATE #6 - STREET PLANTER - NOT ACCEPTED
PLAN
1/2"=1'-0"

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3200 Travis, #200
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(713) 861-7861
(713) 861-7867

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3202 Argonne Street
Houston, TX 77098
(713) 522-2882
(713) 522-2882

LANDSCAPE ARCHITECTURE
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10401 Stella Link Rd.
Houston, TX 77025
(713) 571-1414
(713) 571-0899

CIVIL ENGINEERING
WALTER P MOORE COMPANY
1301 McKinney Suite 1100
Houston, TX 77002
(713) 630-7280

STRUCTURAL ENGINEERING
MATRIX STRUCTURAL ENGINEERS
24 Greenway Plaza, Suite 1500
Houston, TX 77046
(713) 664-0120
(713) 664-1370

GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
2407 NORFOLK
HOUSTON, TX 77098
(713) 520-1086
(713) 630-0636

ISSUE	DATE
FOR BID	11/18/10
REVIEW COMMENTS	12/14/10

Construction Details

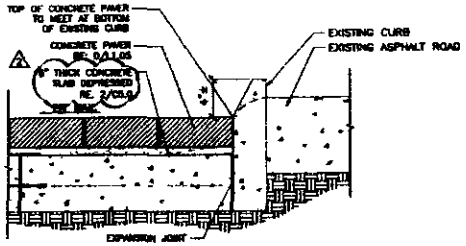
DRAWN: LHL
CHECKED: [illegible]
SCALE: 1"=20'-0"
DATE: November 18, 2010
CCA PROJECT NO: 110-030

SHEET
L1.04

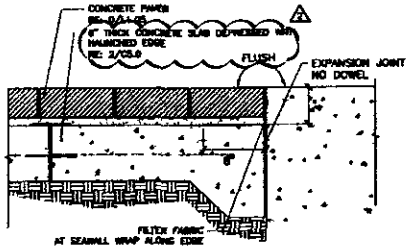
PAVER TYPE A	CONCRETE UNIT PAVER, PARKWAY	PAVESTONE	80MM 4X8, ANTIQUE TERRACOTTA BLEND HERRINGBONE PATTERN
PAVER TYPE B	CONCRETE UNIT PAVER, PARKWAY	PAVESTONE	80MM 4X8, 40% TERRACOTTA, 40% BUFF 20% CAST STONE, HERRINGBONE PATTERN
PAVER TYPE C	CONCRETE UNIT PAVER, PARKWAY	PAVESTONE	80MM 4X8, 50% TERRA COTTA, 50% BUFF HERRINGBONE PATTERN
PAVER TYPE D	CONCRETE UNIT PAVER, PARKWAY	PAVESTONE	80MM 6X8, DARK BROWN, RUNNING BOND
PAVER TYPE E	CONCRETE UNIT PAVER, PARKWAY	PAVESTONE	80MM 9X9, DARK BROWN, RUNNING BOND
PAVER TYPE F	CONCRETE UNIT PAVER, PARKWAY	PAVESTONE	80MM 12X12, TERRA COTTA, DOUBLE STACK

CONSTRUCTION NOTES

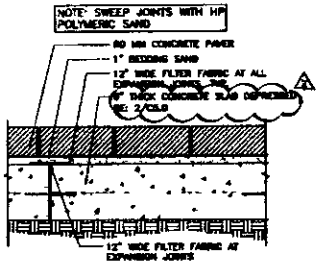
1. OWNER TO PROVIDE CONTROL STAKING ONE TIME FOR CONTRACTOR.
2. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL EXISTING GRADES DAMAGED DURING CONSTRUCTION.
3. GRADE ENTIRE SITE TO FINISH GRADE PRIOR TO SCHEDULING TREE INSTALLATION.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND/OR REPLACING ANY DAMAGED UTILITIES AT NO ADDITIONAL COST TO THE OWNER
5. EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN CONTRACTOR TO CONTACT 1-800-669-8344 A MIN. OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE UTILITIES FIELD LOCATED.
6. ALL CONSTRUCTION TO COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.
7. CONTRACTOR TO COORDINATE WORK WITH OTHER TRADES ON THE PROJECT
8. CONTRACTOR SHALL BE FAMILIAR WITH ACTUAL SITE CONDITIONS BEFORE PROCEEDING WITH WORK.
9. ANY DISCREPANCIES BETWEEN ACTUAL SITE CONDITIONS AND THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE IN A TIMELY MANNER TO NOT ADVERSELY AFFECT PROGRESS OF WORK.
10. EXISTING SEAWALL SHALL NOT BE PENETRATED, ALTERED, OR DISTURBED IN ANY MANNER DURING CONSTRUCTION.
11. CONTRACTOR RESPONSIBLE FOR ALL REQUIRED PERMITS FOR CONSTRUCTION FOR THIS PROJECT
12. ALL CONSTRUCTION TO COMPLY WITH 2006 INTERNATIONAL BUILDING CODE (INCLUDING WIND LOADS), 2006 NATIONAL ELECTRIC CODE, AND CITY OF GALVESTON AMENDMENTS.



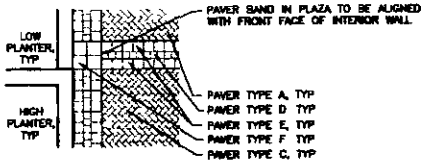
H CONCRETE PAVER AT EXISTING CURB 2"=1'-0"



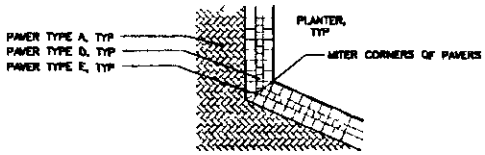
G CONCRETE PAVER AT EXISTING SEAWALL 2"=1'-0"



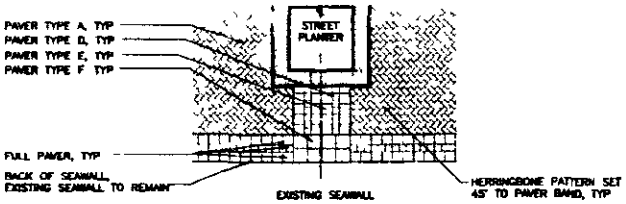
D CONCRETE PAVER, TYP 2"=1'-0"



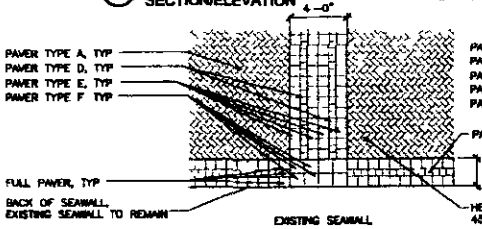
F PAVING ENLARGEMENT SECTION/ELEVATION 1/4"=1'-0"



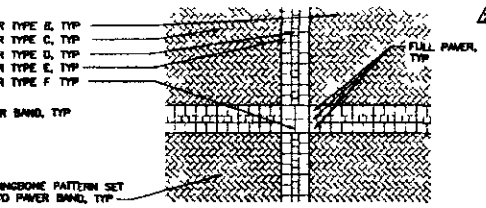
C PAVING ENLARGEMENT SECTION/ELEVATION 1/4"=1'-0"



J ALTERNATE #6 - PAVING ENLARGEMENT SECTION/ELEVATION 1/4"=1'-0"



E PAVING ENLARGEMENT SECTION/ELEVATION 1/4"=1'-0"



B PAVING ENLARGEMENT PLAN 1/4"=1'-0"

A NOT USED PLAN N.T.S.

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
1200 Travis, #200
Houston, TX 77002
(713) 861-7861
(713) 861-7867

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3202 Agnes Street
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(713) 523-2662
(713) 523-3067

LANDSCAPE ARCHITECTURE
CLARK CONDON ASSOCIATES, INC.
10401 Stella Link Rd.
Houston, TX 77025
(713) 871-1414
(713) 871-0488

CIVIL ENGINEERING
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(713) 630-7300

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MATRIX STRUCTURAL ENGINEERS
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(713) 884-0133
(713) 884-1370

GRAPHIC DESIGN AND WAYFINDING
JUNION DESIGN
2407 Norfolk
Houston, TX 77005
(713) 520-1005
(713) 520-0026

ISSUE	DATE
FOR BID	11/19/10
REVIEW COMMENTS	12/14/10

Construction Details, Notes & Schedule

DRAWN: LAL
CHECKED: MM
SCALE: 1"=20'-0"
DATE: November 16, 2010
CCA PROJECT NO: 110-030

SHEET

L1.05

12/13/2010 4:38 PM

	CAST STONE WALL VENEER	CAST STONE	STONE CASTLE INDUSTRIES 3815 ALMEDA GENOA RD HOUSTON, TX 77047 (713) 440-6224	12"x24"x4" ROCK FINISH CAST STONE WITH 1" PICTURE FRAME BORDER; COLOR TO MATCH ARMICRAFT SUEDE; CONTRACTOR TO SUBMIT SHOP DRAWINGS, SAMPLE OF ROCK FINISH, AND COLOR SAMPLES FOR APPROVAL BY LANDSCAPE ARCHITECT GROUT: LARCRETE #8 ALMOND (X)
	CAST STONE CAP	CAST STONE	STONE CASTLE INDUSTRIES 3815 ALMEDA GENOA RD HOUSTON, TX 77047 (713) 440-6224	SMOOTH FINISH, COLOR TO MATCH ARMICRAFT SUEDE; CONTRACTOR TO SUBMIT SHOP DRAWINGS AND COLOR SAMPLES FOR APPROVAL BY LANDSCAPE ARCHITECT. GROUT: LARCRETE #8 ALMOND (X)

FURNISHINGS SCHEDULE

92	SKATESTOPPERS	GRINDGINGER	GRIND TO A HALT.COM (630) 355-2379 INFO@GRINDHALT.COM	BRUSHED STAINLESS STEEL FINISH; INSTALL PER MANUFACTURER'S DETAILS; LOCATE AS SHOWN ON PLANS FOR APPROVAL OF LANDSCAPE ARCHITECT; 48" O.C.
5	ABLE	THOMAS STEELE #STPS-PS-48 ASHTON TABLE 4 BACKED SEATS	SITE SOURCE, INC. CONTACT: KIM NEAL P.O. BOX 270160 FLOWERMOUND, TX (972) 539-4924	SURFACE MOUNT THROUGH PAVERS WITH STAINLESS STEEL BOLTS; (NO HARDWARE, BAR AT BOTTOM OF TABLE), NO UMBRELLA HOLE, POWDERCOAT: SILVER METALLIC, WOOD: RECYCLED PLASTIC LIGHT OAK (TABLE AND CHAIRS), MACHFIELD FINISH
1	ACCESSIBLE TABLE	THOMAS STEELE #ST-48-PS-RP ASHTON TABLE 3 BACKED SEATS	SITE SOURCE, INC. CONTACT: KIM NEAL P.O. BOX 270160 FLOWERMOUND, TX (972) 539-4924	SURFACE MOUNT THROUGH PAVERS WITH STAINLESS STEEL BOLTS; (NO HARDWARE, BAR AT BOTTOM OF TABLE), NO UMBRELLA HOLE, POWDERCOAT: SILVER METALLIC, WOOD: RECYCLED PLASTIC LIGHT OAK (TABLE AND CHAIRS), MACHFIELD FINISH, 3 BACKED
10	BENCH	THOMAS STEELE #BF-6-RP	SITE SOURCE, INC. CONTACT: KIM NEAL P.O. BOX 270160 FLOWERMOUND, TX (972) 539-4924	6' ARM, COMPT ARM, SURFACE MOUNT THROUGH PAVERS WITH STAINLESS STEEL BOLTS, POWDERCOAT: SILVER METALLIC, WOOD: RECYCLED PLASTIC LIGHT OAK, MACHFIELD FINISH
8	BIKE RACK	MADRAX #BR6-2-3F-LS	SITE SOURCE, INC. CONTACT: KIM NEAL P.O. BOX 270160 FLOWERMOUND, TX (972) 539-4924	POWDERCOAT: SILVER METALLIC, MACHFIELD FINISH, SURFACE MOUNT THROUGH PAVERS WITH STAINLESS STEEL BOLTS
4	TRASH RECEPTACLE	THOMAS STEELE #STR-33-W-P	SITE SOURCE, INC. CONTACT: KIM NEAL P.O. BOX 270160 FLOWERMOUND, TX (972) 539-4924	POWDERCOAT: SILVER METALLIC, MACHFIELD FINISH, SURFACE MOUNT THROUGH PAVERS WITH STAINLESS STEEL, VINYL TRIM: TAN
6	PEDESTRIAN LIGHT A	GREENWAY BY SOL 129-18100-0W120-181 00-0W-0ILED179-19-HIGH WIND PACKAGE	HUNTER KNEPSHIELD OF TEXAS, INC. CONTACT: BARRY TREDWAY (800) 451-4136	ABCOT FIXTURE, TYPE I DISTRIBUTOR: INSTALL PER DRAWINGS & MANUFACTURER'S RECOMMENDATIONS; 15' POLE; CUSTOM COLOR TO MATCH THOMAS STEELE METALLIC SILVER; 7MM MARINE GRADE POWDERCOAT
2	PEDESTRIAN LIGHT B	GREENWAY BY SOL 129-18100-0W120-181 00-0W-EILED179-11-HIGH WIND PACKAGE	HUNTER KNEPSHIELD OF TEXAS, INC. CONTACT: BARRY TREDWAY (800) 451-4136	ABCOT FIXTURE, TYPE V DISTRIBUTOR: INSTALL PER DRAWINGS & MANUFACTURER'S RECOMMENDATIONS; 15' POLE; CUSTOM COLOR TO MATCH THOMAS STEELE METALLIC SILVER; 7MM MARINE GRADE POWDERCOAT

ALTERNATES SCHEDULE

ALTERNATE #1 – BUS SHELTER ADD

8	PEDESTRIAN LIGHT A	GREENWAY BY SOL 129-18100-0W120-181 00-0W-0ILED179-19-HIGH WIND PACKAGE	HUNTER KNEPSHIELD OF TEXAS, INC. CONTACT: BARRY TREDWAY (800) 451-4136	ALTERNATE #1: ABCOT FIXTURE, TYPE I DISTRIBUTOR: INSTALL PER DRAWINGS & MANUFACTURER'S RECOMMENDATIONS; 15' POLE; CUSTOM COLOR TO MATCH THOMAS STEELE METALLIC SILVER; 7MM MARINE GRADE POWDERCOAT
2	PEDESTRIAN LIGHT B	GREENWAY BY SOL 129-18100-0W120-181 00-0W-EILED179-11-HIGH WIND PACKAGE	HUNTER KNEPSHIELD OF TEXAS, INC. CONTACT: BARRY TREDWAY (800) 451-4136	ALTERNATE #1 ABCOT FIXTURE; TYPE V DISTRIBUTOR: INSTALL PER DRAWINGS & MANUFACTURER'S RECOMMENDATIONS; 15' POLE; CUSTOM COLOR TO MATCH THOMAS STEELE METALLIC SILVER; 7MM MARINE GRADE POWDERCOAT

	ARMICRAFT	ARMICRAFT REMEMBRANCE	UPCHURCH RAMBOUGH CONTACT: HEATHER WIO 7401 WESTVIEW HOUSTON, TEXAS 77055 (713) 957-1320	12"x24"x4" REMEMBRANCE BLOCK, COLOR: SUEDE, 1" PICTURE FRAME BORDER, ROCKED FINISH, GROUT: LARCRETE #8 ALMOND (X)
	ARMICRAFT CORNER	ARMICRAFT REMEMBRANCE	UPCHURCH RAMBOUGH CONTACT: HEATHER WIO 7401 WESTVIEW HOUSTON, TEXAS 77055 (713) 957-1320	REMEMBRANCE BLOCK, COLOR: SUEDE, 1" PICTURE FRAME BORDER, ROCKED FINISH, GROUT: LARCRETE #8 ALMOND (X)

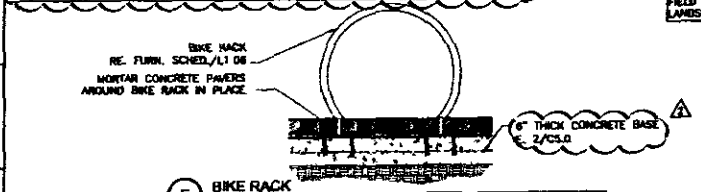
~~ALTERNATE #2 – ARMICRAFT VENEER~~ NOT ACCEPTED

~~ALTERNATE #3 – SKATESTOPPERS~~

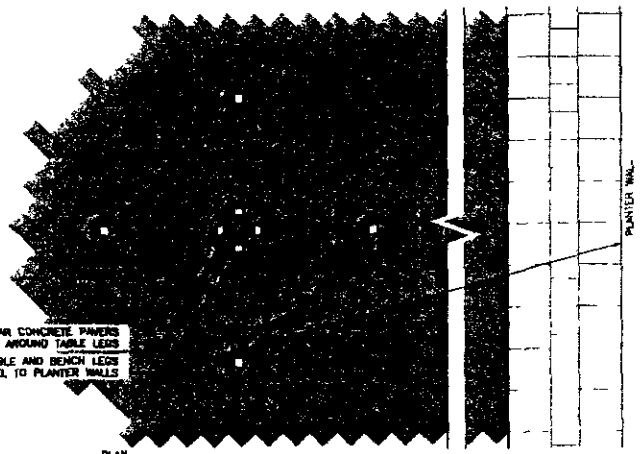
92	SKATESTOPPERS	STANTON FAMILY	(618) 447-5374 WWW.SKATESTOPPERS.COM	BRONZE, 1-1/2" RADIUS; 48" O.C., REPLACE GRINDGINGER

~~ALTERNATE #4 – STREET PLANTER~~ NOT ACCEPTED

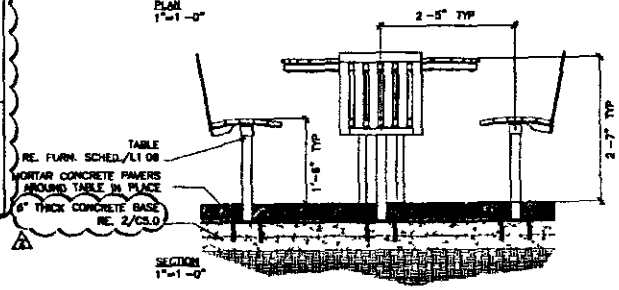
32	SKATESTOPPERS			ADD SKATESTOPPERS OR ALTERNATE #4 SKATESTOPPERS



F BIKE RACK PLAN 1"=1'-0"



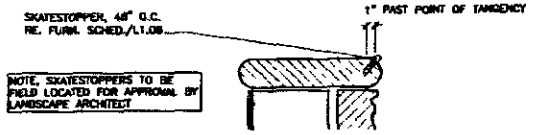
PLAN 1"=1'-0"



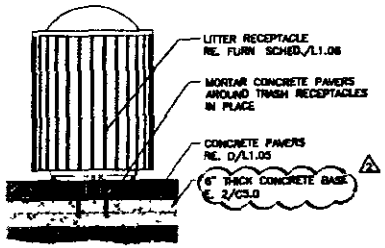
SECTION 1"=1'-0"

E TABLE SECTION/PLAN AS SHOWN

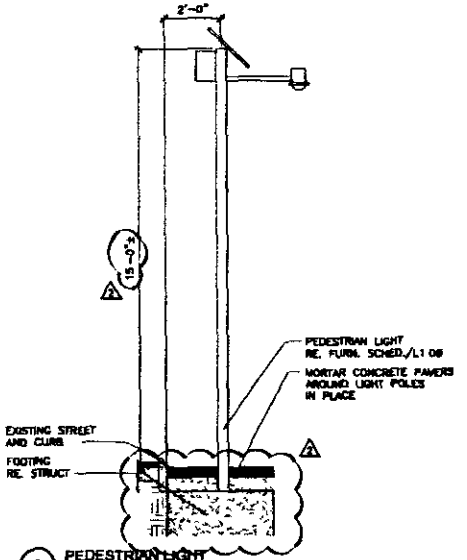
D NOT USED SECTION N.T.S.



C SKATESTOPPER SECTION N.T.S.



B LITTER RECEPTACLE SECTION/ELEVATION 1"=1'-0"



A PEDESTRIAN LIGHT PLAN N.T.S.

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3200 Travis, 6000
Houston, TX 77006
(713) 961-7991
(713) 961-7997

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3200 Anderson Street
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(713) 522-2002
(713) 522-3002

LANDSCAPE ARCHITECTURE
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10401 Shella Link Rd.
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(713) 971-1414
(713) 971-0000

CIVIL ENGINEERING
WALTER P. MOORE COMPANY
1301 McKinney, Suite 1100
Houston, TX 77002
(713) 630-7300

STRUCTURAL ENGINEERING
MATRIX STRUCTURAL ENGINEERS
34 Greenway Plaza, Suite 1820
Houston, TX 77046
(713) 664-6130
(713) 664-1376

GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
3407 Norfolk
Houston, TX 77063
(713) 520-1000
(713) 520-0035

ISSUE	DATE
FOR BID	11/18/10
2 REVISION COMMENTS	12/14/10

Construction Details & Schedule

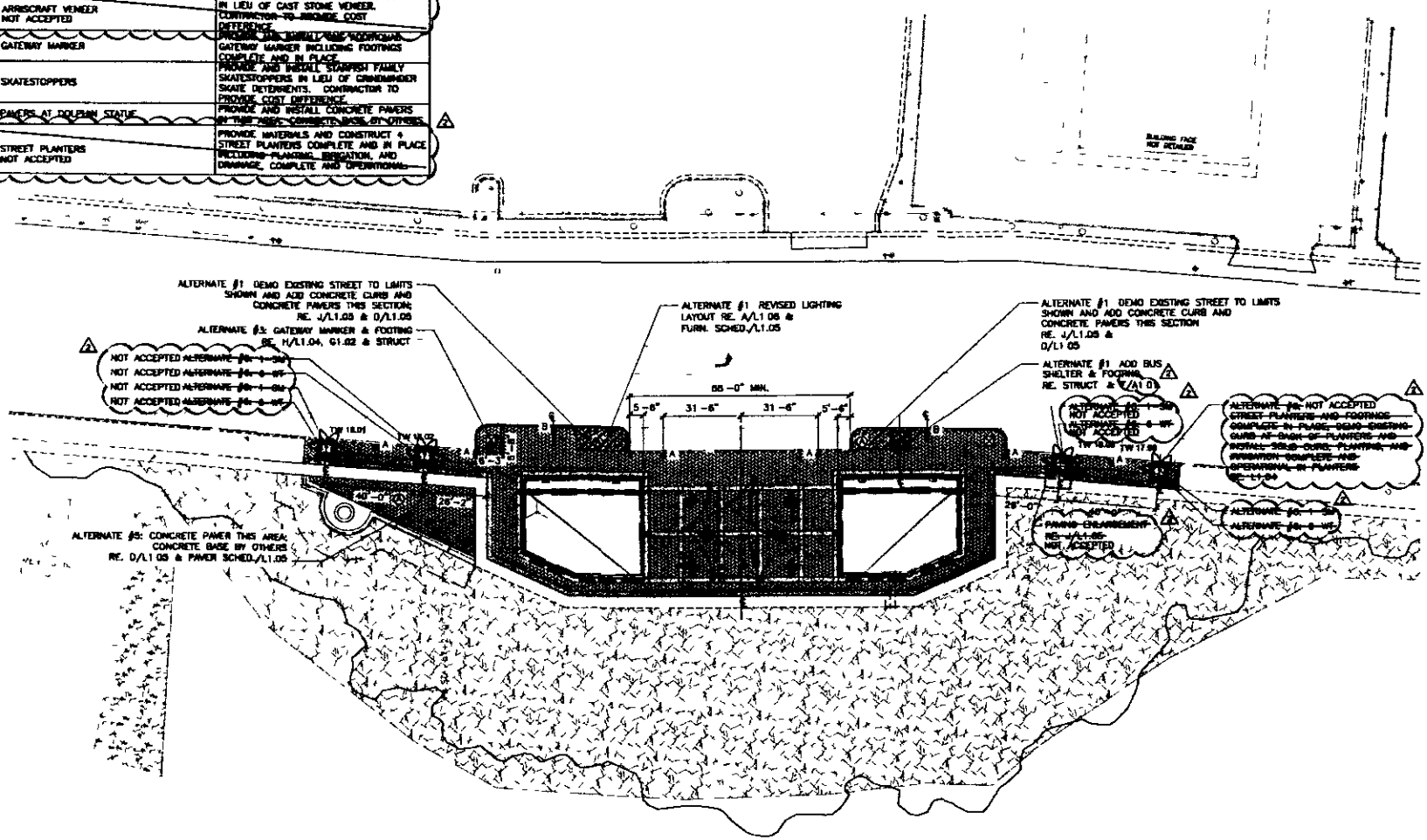
DRAWN: LRL
CHECKED: [illegible]
SCALE: 1"=1'-0"
DATE: November 19, 2010
CCA PROJECT NO: 110-[illegible]

SHEET
L1.06

1	BUS SHELTER IMPROVEMENTS	PROVIDE AND INSTALL BUS SHELTER & IMPROVEMENTS INCLUDING FOOTINGS COMPLETE AND IN PLACE, ADDITIONAL CONCRETE CURB AND CONCRETE PAVERS ON CONCRETE BASE ADJUST LIGHTING LAYOUT AS SHOWN ON L1.07 CONTRACTOR TO INCLUDE $20,000 ALLOWANCE FOR BUS SHELTER STRUCTURE.
2	ARRISCRAFT VENEER NOT ACCEPTED	PROVIDE AND INSTALL ARRISCRAFT BLOCK IN LIEU OF CAST STONE VENEER. CONTRACTOR TO PROVIDE COST DIFFERENCE.
3	GATEWAY MARKER	PROVIDE AND INSTALL ONE ADDITIONAL GATEWAY MARKER INCLUDING FOOTINGS COMPLETE AND IN PLACE.
4	SKATESTOPPERS	PROVIDE AND INSTALL STARFISH FAMILY SKATESTOPPERS IN LIEU OF GRINDMINDER SKATE DETERRENTS. CONTRACTOR TO PROVIDE COST DIFFERENCE.
5	PAVERS AT DOLPHIN STATUE	PROVIDE AND INSTALL CONCRETE PAVERS IN THIS AREA. CONCRETE BASE BY OTHERS.
6	STREET PLANTERS NOT ACCEPTED	PROVIDE MATERIALS AND CONSTRUCT 4 STREET PLANTERS COMPLETE AND IN PLACE INCLUDING PLANTING, IRRIGATION, AND DRAINAGE, COMPLETE AND OPERATIONAL.

	PAVER TYPE B
	PAVER TYPE C

NOTE. REFERENCE PAVER SCHEDULE/L1.06



0 20 40 60

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3200 Travis, 6209
Houston, TX 77006
(713) 951-7881
(713) 951-7987

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3202 Argonne Street
Houston, TX 77098
(713) 522-2882
(713) 522-2882

LANDSCAPE ARCHITECTURE
CLARK CONDON ASSOCIATES, INC.
10401 Stella Link Rd.
Houston, TX 77025
(713) 871-1414
(713) 871-0886

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24 Greenway Plaza, Suite 1800
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GRAPHIC DESIGN AND WAYFINDING
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2407 Norfolk
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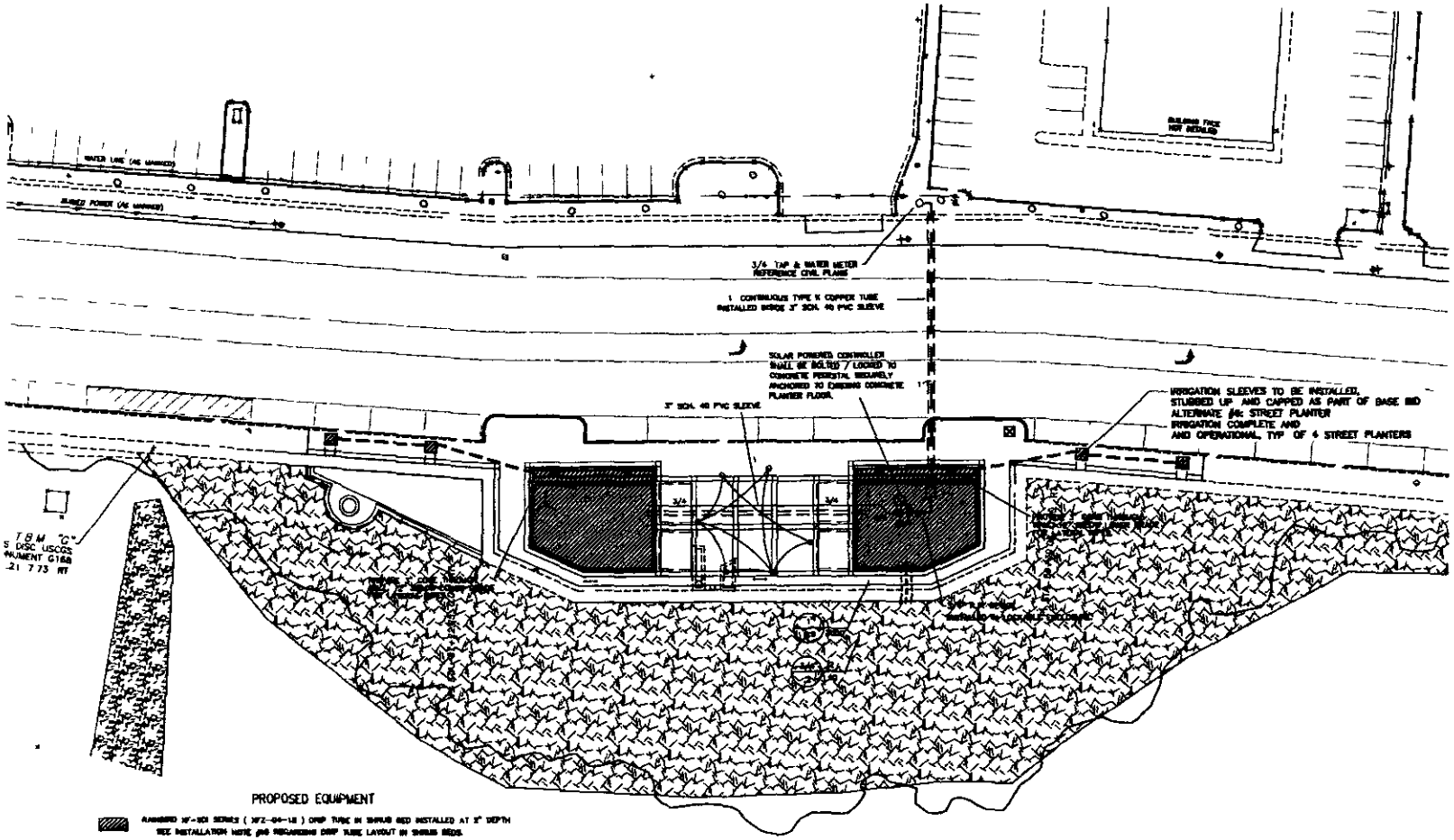
(713) 520-1088
(713) 520-8838

ISSUE	DATE
FOR BID	11/18/10
REVIEW COMMENTS	12/14/10

Alternates Plan

DRAWN: LRL
CHECKED: SSS
SCALE: 1"=20'-0"
DATE: November 18, 2010
CCA PROJECT NO: 110-038

SHEET
L1.07



PROPOSED EQUIPMENT

- RAINBIRD XF-501 SERIES (XFZ-04-18) DRIP TUBE IN SHRUB BED INSTALLED AT 2" DEPTH SEE INSTALLATION NOTE #10 REGARDING DRIP TUBE LAYOUT IN SHRUB BEDS.
- RAINBIRD XCZ-100-B / 150-COM SERIES AUTOMATIC DRIP VALVE ASSEMBLY WITH 40 PSI PRESSURE REGULATOR, COMMERCIAL BASKET FILTER WITH STAINLESS STEEL SCREEN, AND DC LATCHING SOLENOID
- HUNTER 33D-R QUICK COUPLING VALVE WITH LOCKING PURPLE COVER AND 3/4" PVC BALL VALVE
- LASCO "VISIN" SERIES SCH. 80 PVC TRUE UNION BALL VALVE, MAINLINE SIZE
- 3/4" WILKINS 375 SERIES REDUCED PRESSURE TYPE BACKFLOW PREVENTOR INSTALLED PER CITY CODE
- 3/4 IRRIGATION WATER METER AND TAP
- LBT-2 SOLAR POWERED AUTOMATIC CONTROLLER
- MAINLINE PIPE: SCH. 40 PVC INSTALLED DOWNSTREAM FROM BACKFLOW PREVENTOR TO VALVES CONTINUOUS SOFT COPPER TUBE, TYPE K, INSTALLED BETWEEN METER AND BACKFLOW PREVENTOR
- CLASS 200 (EXCEPT 1/2 INCH #315) PVC LATERAL PIPE
- 2" SCH. 40 PVC SLEEVE PIPE

L.I.C. SHALL SELECT PRO-SPRAY SPRAY NOZZLES FOR "HEAD-TO-HEAD" COVERAGE, ADJUSTED FOR NO OVERSPRAY ONTO WALLS AND WALKS. NO OVERSPRAY INTO STREETS IS PERMITTED.

James Pole
IRRIGATION CONSULTANTS

0 20 40 60

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3200 Travis, #200
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(713) 951-7957

ARCHITECTURE
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3202 Argonne Street
Houston, TX 77006
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(713) [illegible]

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Houston, TX 77025
(713) 571-1414
(713) 571-[illegible]

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1301 McKinney, Suite 1100
Houston, TX 77002
(713) [illegible]

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24 Greenway Plaza, Suite 1600
Houston, TX 77046
(713) 964-0130
(713) 964-1370

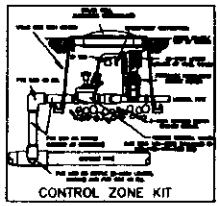
GRAPHIC DESIGN AND WAYFINDING
JUDSON DESIGN
2407 Norfolk
Houston, TX 77009
(713) 520-1000
(713) [illegible]

ISSUE	DATE
FOR BID	11/18/10

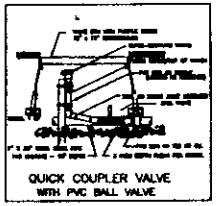
Irrigation Plan

DRAWN: JP
CHECKED: [illegible]
SCALE: 1"=[illegible]
DATE: November 16, 2010
CCA PROJECT NO: 110-[illegible]

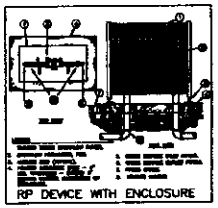
SHEET
L2.01



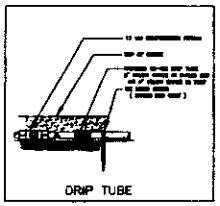
CONTROL ZONE KIT



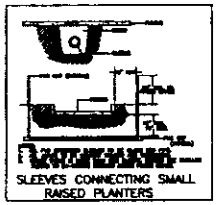
QUICK COUPLER VALVE WITH PVC BALL VALVE



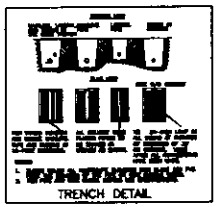
RP DEVICE WITH ENCLOSURE



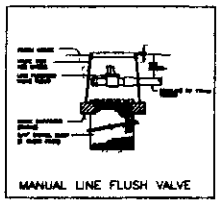
DRIP TUBE



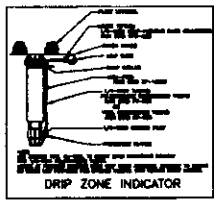
SLEEVES CONNECTING SMALL RAISED PLANTERS



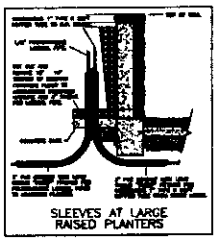
TRENCH DETAIL



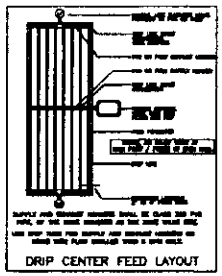
MANUAL LINE FLUSH VALVE



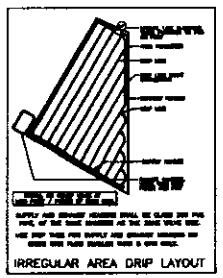
DRIP ZONE INDICATOR



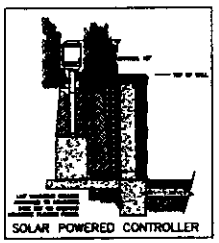
SLEEVES AT LARGE RAISED PLANTERS



DRIP CENTER FEED LAYOUT



IRREGULAR AREA DRIP LAYOUT



SOLAR POWERED CONTROLLER

INSTALLATION NOTES

1. COORDINATE IRRIGATION INSTALLATION WITH PLANTING PLAN AND SITE CONDITIONS TO PROVIDE COMPLETE COVERAGE WITH MINIMUM OVERSPRAY. THE IRRIGATION CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO ENSURE PROPER COVERAGE AT NO ADDITIONAL COST TO THE OWNER.
2. THE IRRIGATION CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE MANDATED IRRIGATION ORDINANCES AND CODES, AND WILL SECURE ALL REQUIRED PERMITS. L.I.C. SHALL PAY ANY ASSOCIATED FEES UNLESS OTHERWISE NOTED. ALL LOCAL CODES SHALL PREVAIL OVER ANY DISCREPANCIES HEREIN AND SHALL BE ADDRESSED BEFORE ANY CONSTRUCTION BEGINS.
3. CONFIRM MINIMUM STATIC WATER PRESSURE OF 60 PSI AT THE HIGHEST ELEVATION OF THE SYSTEM LIMITS, AND MAXIMUM STATIC WATER PRESSURE OF 80 P.S.I. AT THE LOWEST ELEVATION OF THE SYSTEM LIMITS AT LEAST 7 DAYS BEFORE BEGINNING WORK. IF STATIC WATER PRESSURE IS OUTSIDE THE RANGE STATED ABOVE, DO NOT PROCEED UNTIL DIRECTED BY THE LANDSCAPE ARCHITECT.
4. LATERAL PIPE SHALL BE INSTALLED AT A MINIMUM DEPTH OF 12 INCHES. MAINLINE PIPE AND WIRES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18 INCHES. NO MACHINE TRENCHING SHALL BE PERMITTED WITHIN EXISTING TREE ROOT ZONES. WHEN HAND – TRENCHING WITHIN EXISTING TREE ROOT ZONES, NO ROOTS LARGER THAN 1" DIAMETER SHALL BE CUT
5. VALVE BOXES SHALL BE INSTALLED FLUSH WITH GRADE, SUPPORTED BY BRICKS IF NEEDED, WITH 3 INCHES OF CLEAN PEA GRAVEL LOCATED BELOW THE VALVE. USE 12" x 17" RECTANGULAR VALVE BOXES WITH PURPLE LID FOR QUICK COUPLING VALVES, AND BLACK LID FOR ZONE VALVES.
6. USE RIGID SCH. 80 PVC SWING JOINT ASSEMBLIES TO CONNECT QUICK COUPLERS.
7. PROVIDE ONE QUICK COUPLER KEY WITH SWIVEL HOSE ELL.
8. CONTRACTOR IS TO CONTACT APPROPRIATE AUTHORITIES AND LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
9. THE PROPOSED LOCATIONS OF ALL ABOVE– GROUND EQUIPMENT INCLUDING BACKFLOW PREVENTORS, CONTROLLERS AND WEATHER SENSORS SHALL BE STAKED BY THE CONTRACTOR FOR APPROVAL BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE BEFORE THESE ITEMS ARE INSTALLED.
10. ALL HEADS SHALL BE INSTALLED A MINIMUM OF 4 FROM PAVEMENT EDGES. (6" OR GREATER WHERE REQUIRED BY LOCAL CODE) FINAL HEAD ADJUSTMENTS BY THE CONTRACTOR SHALL INCLUDE THE ADDITION OF CHECK VALVES WHERE NEEDED TO PREVENT EXCESSIVE LOW HEAD DRAINAGE. THE CONTRACTOR SHALL BUDGET FOR, AND INSTALL CHECK VALVES FOR UP 10 % OF THE TOTAL NUMBER OF HEADS WHEN NEEDED, WITH NO ADDITIONAL COST TO THE OWNER.
11. WHERE SHOWN ON THE PLANS, MASS SHRUB / GROUNDCOVER BEDS SHALL INCLUDE RAINBIRD XF–801 SERIES DRIP TUBE WITH PRE–INSTALLED 4 GPH DRIP EMITTERS EVERY 12" INSTALLED IN CENTER–FED GRIDS WITH ROWS SPACED 18" APART. INDIVIDUAL DRIP TUBE RUNS SHALL NOT EXCEED 200 L.F. SEE DRIP GRID DETAILS FOR HEADER AND DRAWOUT PIPE SIZES. WHERE REQUIRED, PVC LATERAL "TRUNK" LINES SHALL BE INSTALLED 18" DEEP. DRIP TUBE SHALL BE SET 2" BELOW FINISHED SOIL GRADE (NOT INCLUDING MULCH LAYER), SECURED WITH RAINBIRD #DHS6TK STAKES EVERY 18". MANUAL FLUSH VALVES (1/2" PVC BALL VALVE) SHALL BE INSTALLED AT THE FARTHEST POINTS FROM THE ZONE VALVE. USE 17 MM BARBED FITTINGS FOR DRIP LINE CONNECTIONS, PRESSURE TESTING ALL CONNECTIONS BEFORE BACKFILLING. XF–801 DRIP TUBING SHALL BE INSTALLED PERPENDICULAR TO SLOPE FACE. EACH DRIP ZONE SHALL INCLUDE ONE "MAINTENANCE FLAG" WHICH SHALL CONSIST OF A 12" POP–UP SPRAY HEAD AND COMPLETELY CLOSED SPRAY NOZZLE. THE POP–UP HEAD SHALL BE CONNECTED TO THE DRIP ZONE PIPE, SET FLUSH WITH GRADE, AND LOCATED AT THE FARTHEREST DISTANCE FROM THE DRIP VALVE ASSEMBLY. INSTALL THE "FLAG" HEAD ADJACENT TO EDGING OR IN LOW PLANTINGS FOR EASE OF VIEWING. INSTALL RAINBIRD AIR/VACUUM RELIEF VALVES (AR VALVE NT) IN 6" ROUND VALVE BOX, AT THE HIGHEST ELEVATIONS OF EACH DRIP ZONE.
12. LATERAL PIPE FROM VALVE #2 TO RAISED STREET TREE PLANTERS IS OMITTED FOR GRAPHIC CLARITY. PROVIDE 1/2" POLYETHYLENE LATERAL PIPE FROM VALVE #2 TO FOUR RAISED STREET TREE PLANTERS.

LEGEND

- RAINBIRD XF–801 SERIES (XFZ–04–18) DRIP TUBE IN SHRUB BED INSTALLED AT 2" DEPTH SEE INSTALLATION NOTE #11 REGARDING DRIP TUBE LAYOUT IN SHRUB BEDS.
- RAINBIRD XCZ–100–B / 150–COM SERIES AUTOMATIC DRIP VALVE ASSEMBLY WITH 40 PSI PRESSURE REGULATOR, BASKET FILTER WITH S.S. SCREEN, AND DC LATCHING SOLENOID, SERVING LARGE PLANTERS ONLY (ZONE #1)
- RAINBIRD XCZ–075–PRF SERIES AUTOMATIC DRIP VALVE ASSEMBLY WITH 30 PSI PRESSURE REGULATOR, WYE FILTER, AND DC LATCHING SOLENOID, SERVING SMALL STREET TREE PLANTERS ONLY (ZONE #2) SEE INSTALLATION NOTE #11 REGARDING LATERAL PIPE TO STREET TREE PLANTERS.
- HUNTER 33D–R QUICK COUPLING VALVE WITH LOCKING PURPLE COVER AND 3/4" PVC BALL VALVE
- 3/4" WILKINS 375 SERIES REDUCED PRESSURE TYPE BACKFLOW PREVENTOR INSTALLED PER CITY CODE
- 3/4" IRRIGATION WATER METER AND TAP
- LIT–2 SOLAR POWERED AUTOMATIC CONTROLLER INSTALLED AS DETAILED.
- MAINLINE PIPE. SCH. 40 PVC INSTALLED DOWNSTREAM FROM BACKFLOW PREVENTOR TO VALVES CONTINUOUS SOFT COPPER TUBE, TYPE K, INSTALLED BETWEEN METER AND BACKFLOW PREVENTOR
- CLASS 200 (EXCEPT 1/2 INCH #315) PVC LATERAL PIPE
- 3" SCH. 40 PVC SLEEVE PIPE

James Pole
IRRIGATION CONSULTANTS
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HAMPTON BATTERY

FORT CROCKETT

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11 / 02 / 2010

ISSUE	DATE
FOR BID	11/16/10

Irrigation Notes & Details

DRAWN: JP

CHECKED: [illegible]

SCALE: 1"=60'-0"

DATE: November 16, 2010

CCA PROJECT NO: 110-[illegible]

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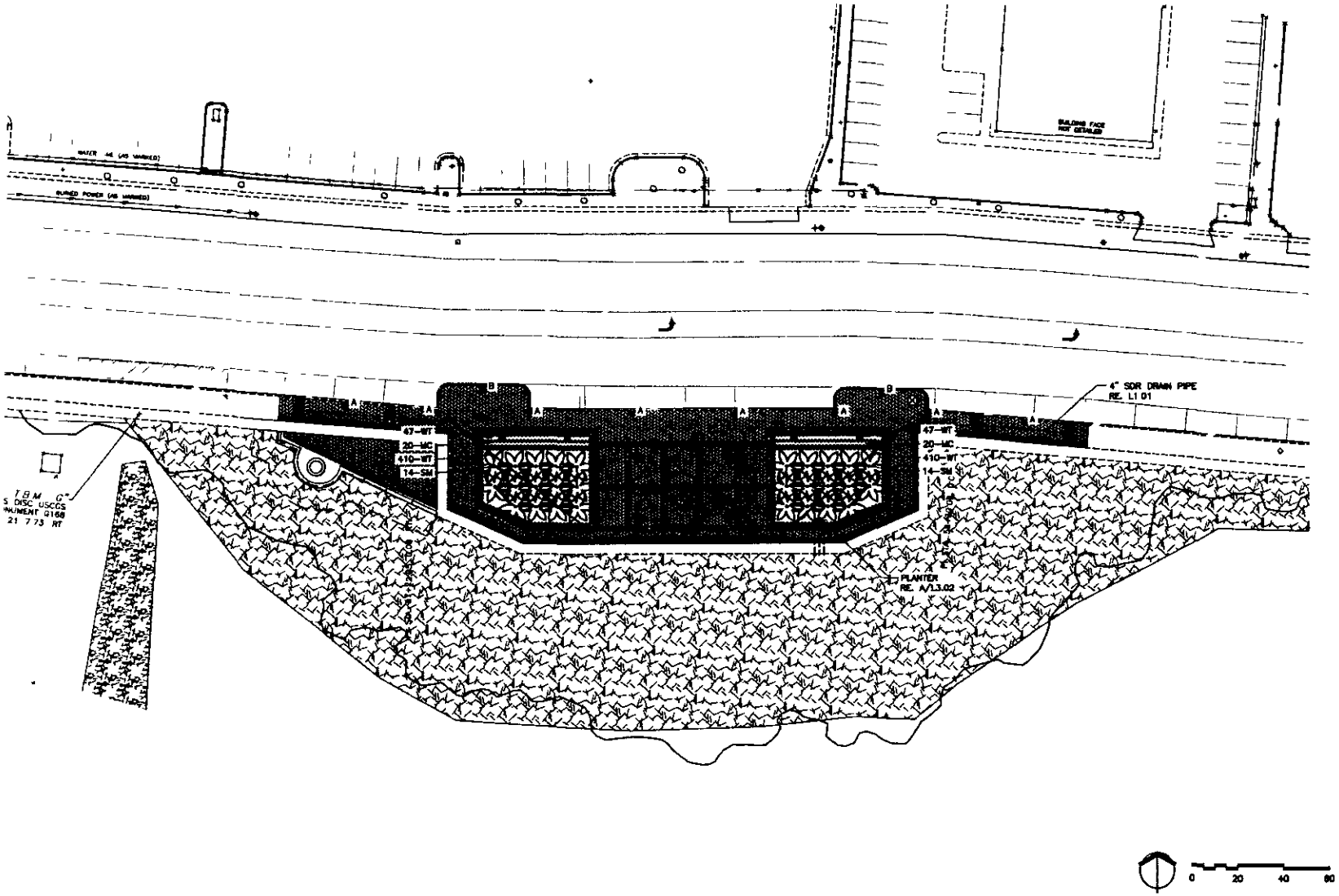
PLANT SCHEDULE	
KEY	COMMON NAME
TREES	
SM	TEXAS SABAL PALM
SHRUBS AND GROUNDCOVER	
WT	WEDELIA
MC	GULF COAST MUHLY



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ISSUE	DATE
FOR BID	11/19/10

Planting Plan

DRAWN: LRL
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SCALE: 1"=20'-0"
DATE: November 18, 2010
CCA PROJECT NO: 110-[illegible]

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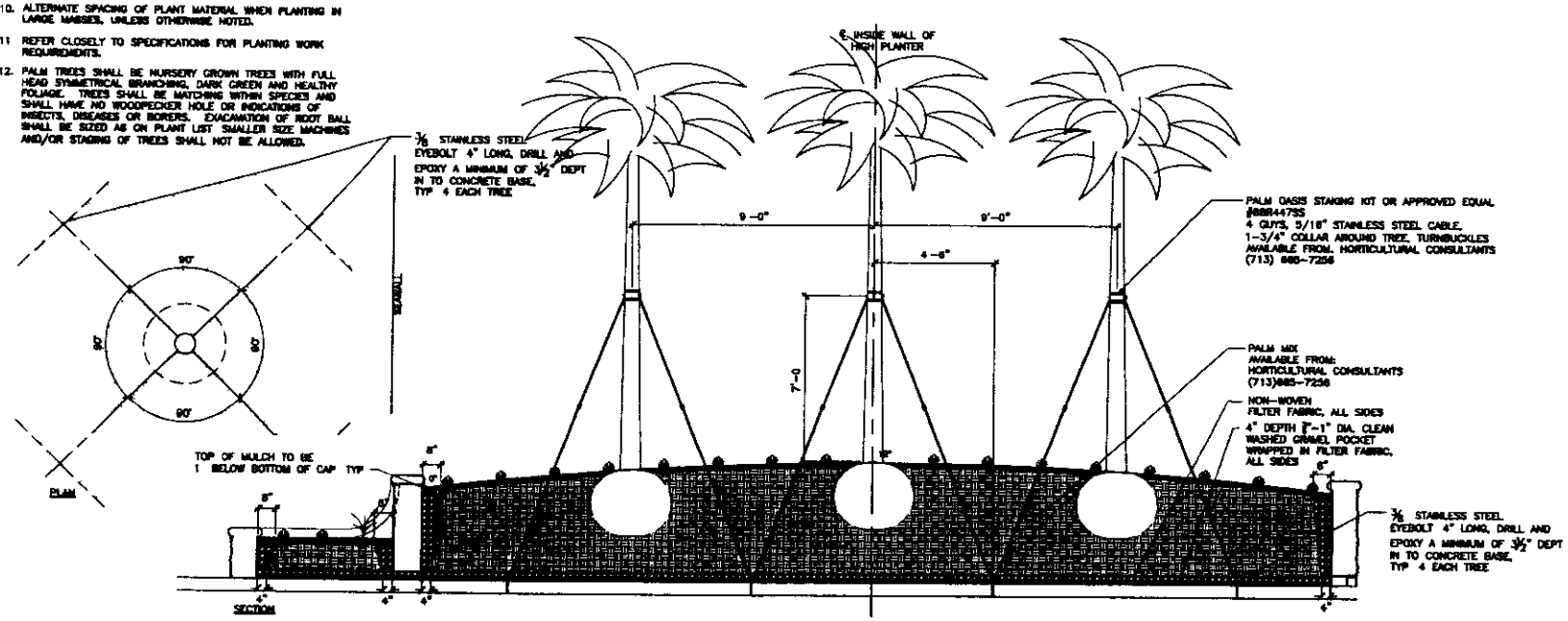
QTY	KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS
TREES					
28	SM	SABAL MEXICANA	TEXAS SABAL PALM		36"ø ROOTBALL, 12'-13' CLEAR HEIGHT STRAIGHT TRUNK, FULL AND EVEN HEAD, SPECIMEN, CLEAN TRUNK, NO BOOTS
SHRUBS AND GROUNDCOVER					
614	WT	WEDELIA TRILOBATA	WEDELIA	1 GAL.	2" HT., 12" SPR., FULL POT WELL ROOTED 24" O.C.
40	MC	MUHLENBERGIA CAPILLARIS GULF COAST'	GULF COAST MUHLY	3 GAL.	24" HT., 14" SPR., FULL POT WELL ROOTED, 30" O.C., SINGLE ROW
ALTERNATE #6 - STREET PLANTERS					
4	SM	SABAL MEXICANA	TEXAS SABAL PALM		36"ø ROOTBALL, 12'-13' CLEAR HEIGHT, STRAIGHT TRUNK, FULL AND EVEN HEAD, SPECIMEN, CLEAN TRUNK, NO BOOTS
24	WT	WEDELIA TRILOBATA	WEDELIA	1 GAL.	2" HT., 12" SPR., FULL POT WELL ROOTED 24" O.C.

PLANTING NOTES

1. LOCATE ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. ANY DAMAGE DONE TO EXISTING OR NEW UTILITIES SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO OWNER.
2. STAKE OUT ALL TREE LOCATIONS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. LOCATE AS DIMENSIONED ON PLANS.
3. COORDINATE WORK WITH THE WORK OF OTHER TRADES ON THE SITE.
4. ENTIRE SITE SHALL BE GRADED TO FINISH GRADE PRIOR TO SCHEDULING PLANTING INSTALLATION.
5. COORDINATE WITH APPLICABLE UTILITY COMPANIES AS REQUIRED DURING THE COURSE OF THE INSTALLATION.
6. APPLY FOR AND PROCURE REQUIRED PERMITS PRIOR TO COMMENCING WORK.
7. PLANTS SHALL BE SPECIMEN QUALITY FULL POT AND HEAD, SYMMETRICAL FOLIAGE AND BRANCHING STRUCTURE. SHRUBS SHALL BE FULL TO GROUND.
8. PROVIDE SAMPLES OF EACH SHRUB AND GROUNDCOVER SPECIES FOR APPROVAL BY THE OWNER PRIOR TO DELIVERY TO THE SITE. PROVIDE PHOTOGRAPHS WITH SCALE FIGURES FOR TREES OR SAMPLE TREES FROM LOCAL NURSERY FOR APPROVAL BY THE OWNER PRIOR TO DELIVERY TO THE SITE.
9. PLANT MATERIAL OF THE SAME SPECIES SHALL BE MATCHING IN CHARACTER AND SIZE, OBTAINED FROM THE SAME SOURCE.
10. ALTERNATE SPACING OF PLANT MATERIAL WHEN PLANTING IN LARGE MASSES, UNLESS OTHERWISE NOTED.
11. REFER CLOSELY TO SPECIFICATIONS FOR PLANTING WORK REQUIREMENTS.
12. PALM TREES SHALL BE NURSERY GROWN TREES WITH FULL HEAD SYMMETRICAL BRANCHING, DARK GREEN AND HEALTHY FOLIAGE. TREES SHALL BE MATCHING WITHIN SPECIES AND SHALL HAVE NO WOODPECKER HOLE OR INDICATIONS OF INSECTS, DISEASES OR BORERS. EXCAVATION OF ROOT BALL SHALL BE SIZED AS ON PLANT LIST. SMALLER SIZE MACHINES AND/OR STAGING OF TREES SHALL NOT BE ALLOWED.



A PALM STAKING SECTION 1/2" = 1'-0"

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(713) 520-8888

ISSUE	DATE
FOR BID	11/18/10

Planting Details, Notes & Schedule

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DATE: November 18, 2010
CCA PROJECT NO: 110-020

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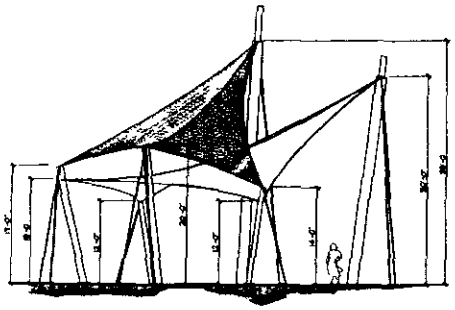
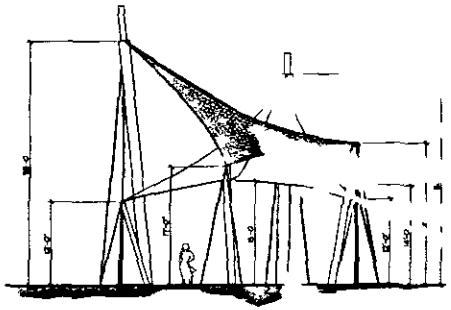


D ELEVATION
@ TENSILE STRUCTURE
1/8" = 1'-0"



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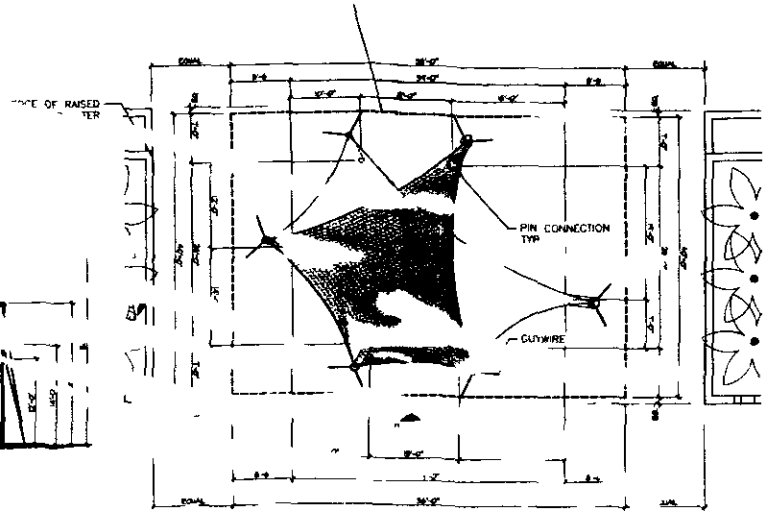
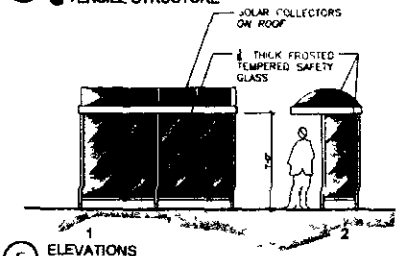
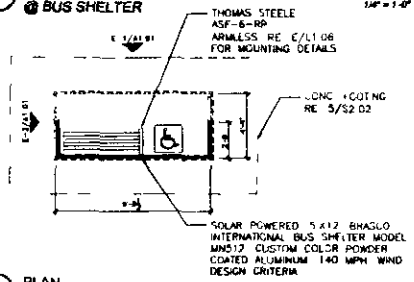
@ TENSILE STRUCTURE
1/8" = 1'-0"



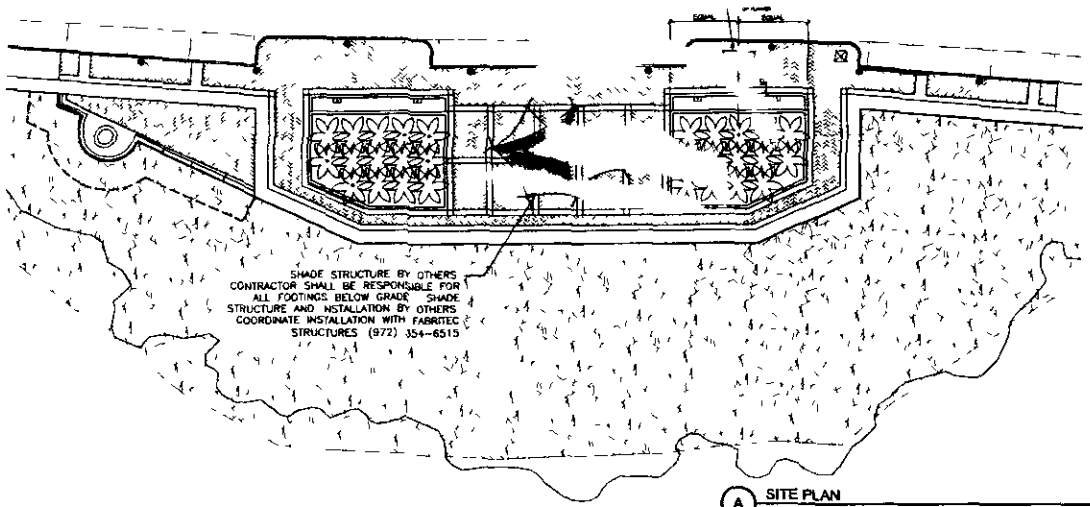
ENLARGED PLAN
@ TENSILE STRUCTURE
1/8" = 1'-0"



E ELEVATIONS
@ BUS SHELTER
1/4" = 1'-0"



F PLAN
@ BUS SHELTER
1/4" = 1'-0"



A SITE PLAN
1"=20'-0"

0 20 40 60

HAMPTON BATTERY
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12/14/10

ISSUE	DATE
2 REVIEW COMMENTS	12/14/10

Architecture Plan Details

DRAWN:
CHECKED:
SCALE: VARIES
DATE: DECEMBER 14 2010
CCA PROJECT NO: 110-039

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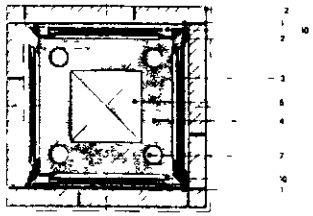
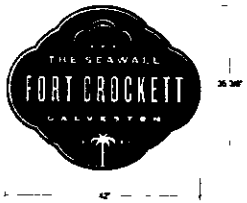
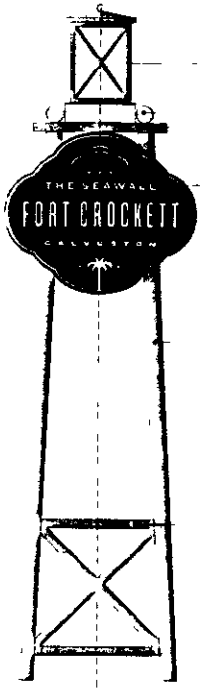


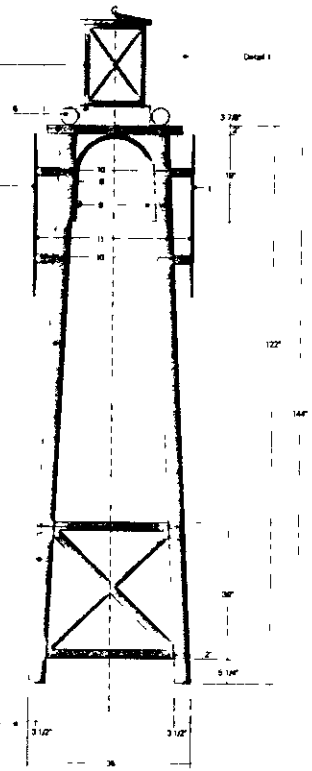
Top View | scale: 1 = 1' 0"



Sign Panel Detail - Front View | scale: 1 = 1' 0"



Front View | scale: 1 = 1' 0"



Side View | scale: 1 = 1' 0"

PRICING OPTIONS

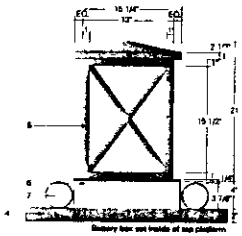
Sign Contractor to price sign unit as follows.

Base Bid Steel with powder coated surface

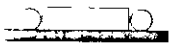
Option A Grade 316 Stainless steel with primed and painted surface.

Option B Galvanized steel with primed and painted surface.

Lantern Design Reference Image | scale: NA



Detail 1 - Lantern | scale: 1 1/2" = 1' 0"



Lantern Maintenance Detail | scale: NA

SIGN SPECIFICATIONS

Sign Contractor responsible for structural engineering. Prior to fabrication, Sign Contractor is to coordinate with Architect and Engineer on: anchoring, post footings, mounting hardware and overall sign foundation.

1 1/4" thick steel - custom routed cut sign panel. Panel to receive porcelain enamel finish. Porcelain panel is mechanically mounted to backer panel. Qty: 2.

2 3 1/2" x 3 1/2" square steel tube - all frame joints to be welded.

3 3/8" thick steel. Cut 2"W strips are welded together to create bracing. All welded joints are sanded flush. Slight bevel applied to all edges. Exterior face of cross bracing to align parallel and be inset 1/2" from exterior face of tower posts.

4 1/4" thick steel plate - fabricated top platform box. All parts are welded and sanded flush corners are sanded to be square. Slight bevel applied to all edges. Center of top panel will be cut and removed to allow battery box to drop down inside platform box and welded into place.

5 Custom fabricated steel lantern
Fabrication - Lantern sides (4) to receive glass panels. Sign Contractor responsible for final lantern construction details. Interior of lantern to be accessible for electrical maintenance. Lantern unit is welded to bottom mounting plate mounting plate will be mechanically connected to battery box. Sign Contractor responsible for accessibility design. All hardware and fasteners to be hidden
Electrical - electrical to be fed through frame posts to lantern location - all wiring to be hidden Lantern to have internal LED illumination. Sign Contractor to coordinate electrical and lighting with project lighting consultant prior to fabrication. SOL Inc. tailor lighting systems. Barry Tredway, (800) 481-4138. Master on / off switch to be incorporated in electrical design and switch to be located in hidden location.

6 1/8" 1/4" thick steel plate fabricated battery box hollow cavity will house wiring and battery for solar power. Battery box passes through top of platform box and is welded into place. Lantern is mechanically mounted to top of battery box. Top of battery box is to have mounting connections that will receive lantern mounting plate. Connection between lantern and battery box is to have water-proof seal. Sign Contractor to confirm battery dimensions before fabrication of battery box.

7 4" diameter steel sphere. Bottom of sphere to be sanded down 1/8" to allow sphere to have flat connection on mounting panel - also provides better welding connection. Sphere to be welded to panel.

8 1" diameter round tube decorative brace. Quantity - 4 - on each side. Rolled to fit inside of frame supports and welded in place.

9 1" diameter decorative sphere - welded in place.

10 2" x 2" steel square tube. Qty: (4) Tubes are used to support porcelain sign panel. Tubes are welded to support posts. Sign panel backer is then welded to tubes.

11 1/4" thick steel backer. Backer is attached to frame via square support tubes. Sign panel is mechanically attached to backer panel with back pins and stainless steel hardware.

12 Stone planter design and construction is responsibility of Landscape Architect. Sign Contractor to coordinate mounting specifications with Landscape Architect and G.C. prior to fabrication and installation.

Mounting Notes:
* Sign Contractor to field verify sign locations before installation

HAMPTON BATTERY
FORT CROCKETT
SITE IMPROVEMENTS
GALVESTON, TX

THE GOODMAN CORPORATION
3200 Travis, #200
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(713) 951-7501
(713) 951-7507

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3202 Argonne Street
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CLARK CONDON ASSOCIATES, INC.
10401 Stella Link Rd.
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STRUCTURAL ENGINEERING
MATRIX STRUCTURAL ENGINEERS
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(713) 664-0130
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JUDSON DESIGN
2407 Norfolk
Houston, TX 77098
(713) 520-1099
(713) 820-9839

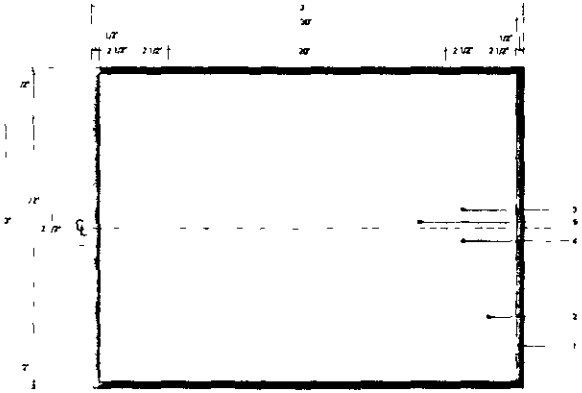
ISSUE	DATE
100% CD	11/15/10

Fort Crockett Gateway

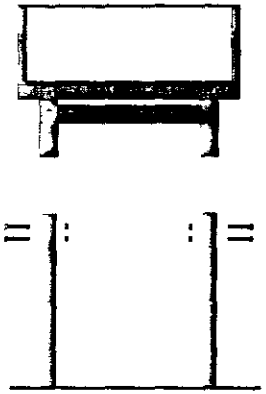
DRAWN: MJ
CHECKED: MJ
SCALE: AS SHOWN
DATE: November 15, 2010
CCA PROJECT NO: 110-026

SHEET

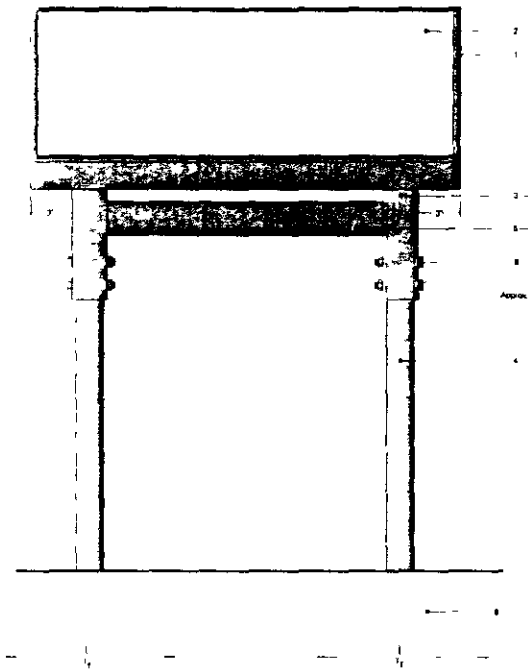
G1.01



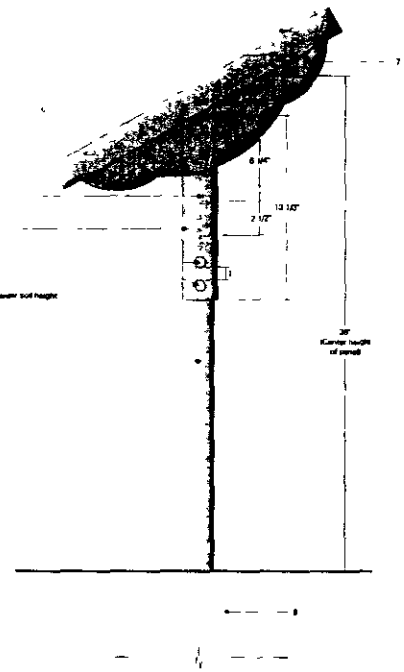
Top View | scale: 3" = 1' 0"



Information Panel Attachment & Removal Detail | scale: NA



Front view | scale: 3" = 1' 0"



Side View | scale: 3" = 1' 0"

PRICING OPTIONS

Sign Contractor to price sign unit as follows.

Base Bid Steel with powder coated surface

Option A Grade 316 Stainless steel with primed and painted surface.

Option B Galvanized steel with primed and painted surface.

SIGN SPECIFICATIONS

1. 1/4" thick steel custom fabricated sign box. All joints to be welded and seams to be filled and sanded smooth (no visible seams). Sign box is sealed on all sides. Sign box is set at a 30 degree angle for pedestrian viewing.
2. 1/4" thick steel panel welded to sign box. Welded seams are to be filled and sanded square. Sign panel face to receive full color high performance vinyl. Arch (matte laminate applied to vinyl surface. Laminate to be UV resistant.
3. Vertical sign supports (female) 2 1/2" x 2 1/2" square steel tube with 1/4" thick walls. Bottom / open end of vertical sign supports (female) to slip over ground mounted vertical anchor supports (male). Supports are welded to sign box gussets.
4. Vertical anchor supports (male) 2" x 2" square steel tube with 1/4" thick walls.
5. 2 1/2" x 2 1/2" square steel tube with 1/4" thick walls. Horizontal brace is welded to vertical supports. All seams to be filled and sanded smooth (no visible seams)
6. Stainless steel bolt and nut. Sleeves and grommets to be used to prevent corrosion. Sign Contractor to determine best method for hardware connection.
7. Custom routed/cut, 1/4" thick steel gusset, Qty (2). Gussets are welded to sign box. Two (2) holes are bored in each gusset to receive bolts for vertical support attachment
8. Mounting to be responsibility of Architect and General Contractor. Sign Contractor to coordinate with Architect and/or G.C. for mounting specifications and locations.

Mounting Notes:

Sign Contractor to field verify sign locations before installation.

Sign Contractor and Designer to confirm planter height and approximate soil height before beginning fabrication. Bottom end of (female) vertical sign support intended to be buried slightly below soil level.

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(713) 520-8838

ISSUE	DATE
100% CD	11/15/10

Information Signs

DRAWN: MJ
CHECKED: MJ
SCALE: AS SHOWN
DATE: November 15, 2010
CCA PROJECT NO: 110-039

SHEET
G1.02

A. GENERAL BUILDING CODE
1. International Building Code.

B. CONCRETE CODES
ACI 318, American Concrete Institute Building Code.
2. ACI 301, Specifications for Structural Concrete for Buildings.
3. CRSI Manual of Standard Practice.

C. CONFLICTS IN STRUCTURAL REQUIREMENTS
[illegible]

[illegible]

A. TYPICAL DETAILS

A. [illegible]

B. DESIGN CRITERIA

A. DEAD LOADS
1. [illegible]

B. LIVE LOADS

CATEGORY	UNIFORM LOAD (PSF)	CONCENTRATED LOAD (#)
Roof	20	[illegible]
Guard Rails & Hand Rails	[illegible]	

[illegible]

C. WIND LOADS
1. [illegible]
2. V = 140 mph, [illegible]

IV. FOUNDATIONS - GENERAL

A. GEOTECHNICAL REPORT
Foundation design is based on [illegible] prepared by [illegible].

[illegible]

B. FOUNDATION APPROVAL AND INSPECTION BY AUTHORIZED INSPECTOR
1. [illegible]
2. [illegible]

C. GRADE BEAMS
1. [illegible]
a. [illegible]
b. [illegible]
2. [illegible]
3. [illegible]

V. SPREAD (DUAL) FOOTING FOUNDATION

A. DESIGN SOIL PRESSURES
Allowable Pressure: [illegible]

B. FIELD INSPECTION OF BEARING STRATUM
1. [illegible]

C. FOOTING EXCAVATION
1. [illegible]

VI. CONCRETE

A. CLASSES OF CONCRETE
1. [illegible]

USAGE	28 DAY COMP. CONC. STRENGTH (psi)	TYPE	MAX. SIZE AGGREGATE
Footings, Grade Beams, Piers	[illegible]	NW	1 1/2"
Walls, Light Poles	[illegible]	NW	1"

[illegible]

2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]

VII. CONCRETE FORMWORK

A. RESPONSIBILITY
1. [illegible]

VIII. REINFORCING STEEL

A. SPECIFICATION
1. [illegible]
2. [illegible]

B. REINFORCING STEEL COVERAGE
[illegible]

X. SUBMITTALS

A. SHOP DRAWINGS
1. [illegible]

2. [illegible]
3. [illegible]

B. MANUFACTURER'S LITERATURE
1. [illegible]

C. REPRODUCTION
1. [illegible]

XI. MISCELLANEOUS

A. CONTRACT DOCUMENTS
[illegible]

B. DRAWING CONFLICTS
1. [illegible]

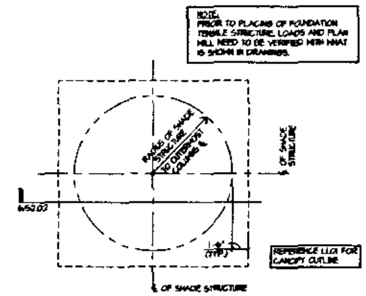
C. EXISTING CONDITIONS
1. [illegible]

D. RESPONSIBILITY OF THE CONTRACTOR FOR STABILITY OF THE STRUCTURE DURING CONSTRUCTION
[illegible]

E. HORIZONTAL CONSTRUCTION JOINTS IN CONCRETE POURS
1. [illegible]

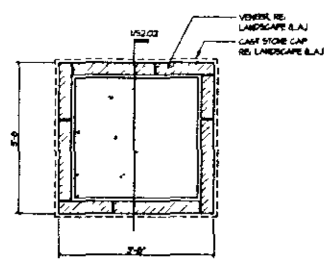
XII. SITE OBSERVATION BY THE STRUCTURAL ENGINEER

A. GENERAL
1. [illegible]
2. [illegible]
3. [illegible]



TENSILE SHADE STRUCTURE FOUNDATION PLAN

SCALE: 3/4" = 1'-0" 2



GATEWAY MARKER BASE PLAN

SCALE: 3/4" = 1'-0" 1

HAMPTON BATTERY
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2407 Norfolk
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(713) 520-1096
(713) 520-4475

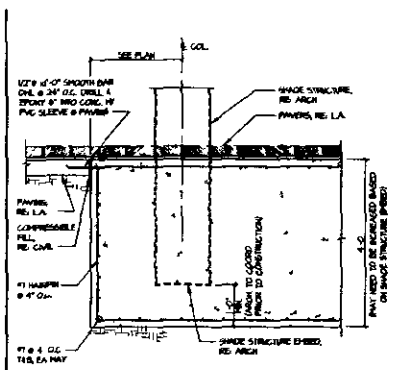
ISSUE	DATE
FOR BID	11/19/10
ADDENDUM #1 & #2	12/14/10
REVIEW COMMENTS	12/14/10

GENERAL NOTES, PLANS AND DETAILS

DRAWN: KN
CHECKED: ED
SCALE: AS NOTED
DATE: November 19, 2010
CCA PROJECT NO.: 110-039

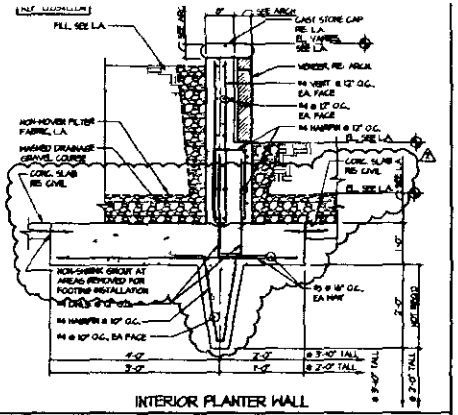
SHEET

S2.01



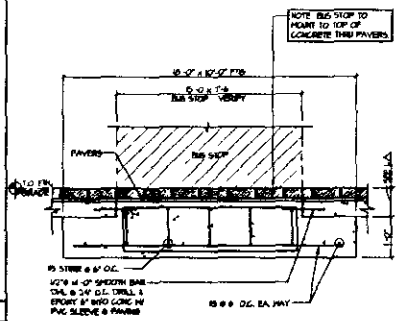
SECTION AT TENSILE STRUCTURE

6



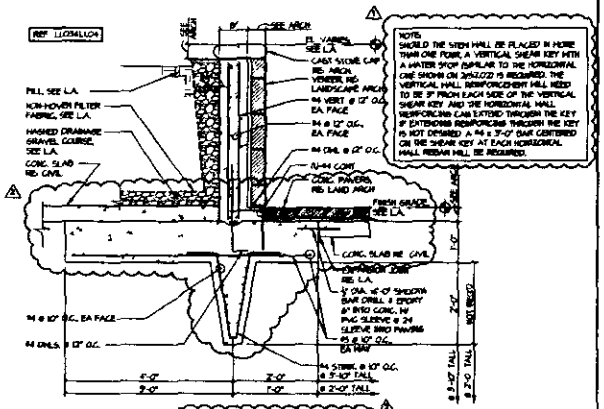
INTERIOR PLANTER WALL

3



FOUNDATION AT BUS STOP

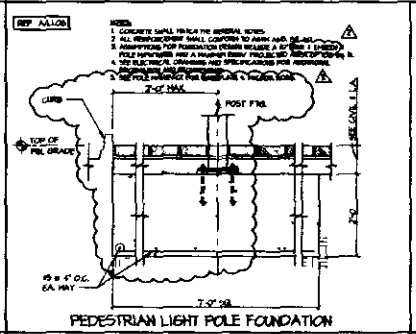
5



NOTE:
SHOULD THE WEIR WALL BE PLACED IN MORE THAN ONE POUR, A VERTICAL SHEAR KEY WITH A WATER STOP (SIMILAR TO THE HORIZONTAL ONE SHOWN ON 3/S2.02) IS REQUIRED. THE VERTICAL WALL REINFORCEMENT WILL NEED TO BE 3" FROM EACH SIDE OF THE VERTICAL SHEAR KEY AND THE HORIZONTAL WALL REINFORCING CAN EXTEND THROUGH THE KEY. IF EXTENDING REINFORCING THROUGH THE KEY IS NOT DESIRED, A #4 x 3'-0" BAR CENTERED ON THE SHEAR KEY AT EACH HORIZONTAL WALL REBAR WILL BE REQUIRED.

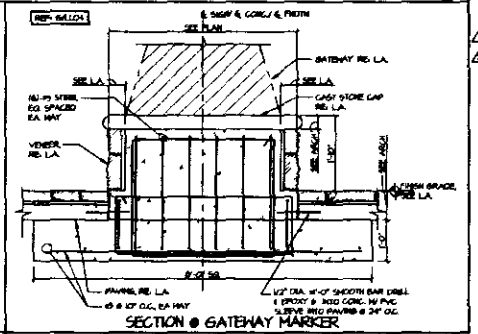
PLANTER WALL / STREET PLANTER @ CURB

2



PEDESTRIAN LIGHT POLE FOUNDATION

4



SECTION @ GATEWAY MARKER

1

HAMPTON BATTERY
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ISSUE	DATE
FOR BID	11/19/10
1 ADDENDUM #1 & #2	12/14/10
2 REVIEW COMMENTS	12/14/10

Details

DRAWN: KN
CHECKED: ED
SCALE: AS NOTED
DATE: November 16, 2010
CCA PROJECT NO: 110-039

SHEET
S2.02

Exhibit "B"
State Historic Preservation Office Approval Letter

TEXAS HISTORICAL COMMISSION
real places telling real stories

August 4, 2010

Mr John D. Carrara, Jr.
Vice President
The Goodman Corporation
3200 Travis, Suite 200
Houston, TX 77006

Re: Project review under the National Historic Preservation Act of 1966 and the Antiquities Code of Texas, Proposed Seawall Boulevard Improvement Program, Galveston, Galveston County, Texas (FTA/106, NR, SAL)

Dear Mr Carrara,

Thank you for your correspondence describing the above referenced project. This letter serves as comment on the proposed undertaking from the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission

The review staff, led by Kelly Little, has completed its review of the project documentation provided for Phase One of the Galveston Seawall Boulevard Improvement Program, received by our office on July 19, 2010 Phase One of the proposed project consists of improvements to the Izard and Hampton Batteries and the area connecting the two, approximately between 45th and 49th streets along the south side of Seawall Boulevard As noted in previous correspondence, this segment of the Seawall is **ELIGIBLE** for listing in the National Register of Historic Places under Criterion A at the state level of significance.

Based on the information provided, Phase One of the project will entail the creation of a tourist destination at the gun batteries. Concrete pavers will be added to the Izard and Hampton Batteries and the sidewalk between them New curb bump-outs will be added at the batteries, and bus shelters will be located within the bump-outs at 45th and 49th Streets Solar-powered, pedestrian-scale lighting will be located within the batteries and along the connector. Shade structures and site furniture will be added to each battery, as well as two large planters constructed from concrete blocks faced with cast stone panels Single-tree planters will be added along the connector Markers and historical displays will be added to identify individual segments along Seawall Boulevard We sincerely appreciate the fact that you have taken into account many of the comments and concerns noted in our initial consultation letter of September 17, 2009 The project as described will have **NO ADVERSE EFFECT** on this historic resource

We look forward to working with your office to review submittals as plans develop for the other segments along Seawall Boulevard. As discussed in our site visit on March 4, 2010, we feel that the gun battery areas are a unique element within the Seawall Boulevard and provide an opportunity for more intensive development than we would prefer to see on the rest of the Seawall. We approve of the plans for this portion of the Seawall and expect to see elements from this portion repeated along the Seawall. However, please note that while we appreciate the simple design of the lighting system and planters, they should not be located with such density along other segments of Seawall Boulevard. Moreover, the addition of pavers along other portions of the Seawall would likely result in an adverse effect determination

We look forward to further consultation with your office and hope to maintain a partnership that will foster effective historic preservation Thank you for your cooperation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas **If you have any**

questions concerning our review or if we can be of further assistance, please contact Kelly Little at 512/463-7687.

Sincerely,

Kelly Little, Project Reviewer
For Mark Wolfe, State Historic Preservation Officer

MW/kl

Cc Lori Feild Schwarz, Historic Preservation Officer, City of Galveston
Dwayne Jones, Executive Director, Galveston Historical Foundation
Alecya Gallaway, Chair, Galveston County Historical Commission

Exhibit "C"
Galveston County/Park Board of Trustees Interlocal Agreements

300-40-1940
7/9/09
2 amendments attached

Interlocal Agreement Between
County of Galveston and Park Board of Trustees of the City of Galveston
Relating to Various Services to be Rendered on the Galveston Island Seawall, Fort Crockett Park and Galveston County Beach Pocket Parks 1,2 and 3

The State of Texas	§
	§
County of Galveston County	§

This Interlocal Governmental Agreement is between the **County of Galveston** and the **Park Board of Trustees of the City of Galveston** The **Park Board** will provide services on the Galveston Seawall and at various **County**-owned facilities In exchange for providing these services the **Park Board** will be permitted to operate and receive revenue from the **County**'s Beach Pocket Parks and from Ft Crockett Park

This Agreement consolidates the prior Agreement entered into between the parties dated January 31, 2000 that may be found in Volume 300-26-1141 et seq, Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County, Texas, the First Amendment to this Agreement dated February 5, 2001 that may be found in Volume 300-28-1736 and the Second Amendment to this Agreement dated July 21, 2003 that may be found in Volume 300-35-0438 both of the same County Clerk Microfilm Records It also provides for the **Park Board** to take over the operation and maintenance of Beach Pocket Parks 1, 2 and 3

This replacement Agreement is broken each **County** facility to be serviced by the **Park Board** There is also a section that addresses Ft Crockett Park and the County's three Beach Pocket Parks The requirements of each facility and park differ somewhat Accordingly each segment of this Agreement will recite the agreement between the parties

I. Galveston Seawall

1. Preamble

The Galveston Island Seawall Project consists of rip-rap, a gravity concrete structure, an earthen embankment and concrete and asphalt pavement surfaces Collectively it is commonly known as the Galveston Seawall

The Galveston Seawall was built on various tracts of land owned by the **County** It extends roughly parallel to the Gulf of Mexico from the eastern end of Galveston Island westward through Lot 401, Trimble and Linsdsey, Section 1 of Galveston Island

The **County**'s interest in the Galveston Seawall is limited to protecting and maintaining it to act as a protective barrier against the sea in time of storm. The **County** does so by generally complying with the general design and specifications contained in the Operation and Maintenance Manual for the Seawall This Manual was prepared in July of 1962, by the Office of the District Engineer, U S Army Engineer District, Galveston Corps of Engineers, Department of the Army, Galveston, Texas From time to time the Manual has been modified. The Manual provides, among other items, for routine vegetation control on the Galveston Seawall

The City of Galveston uses the Galveston Seawall as a street Together with the State of Texas, it exercises its police powers over the Galveston Seawall for, among other things, traffic regulation and control measures

2. <u>Services Rendered on Galveston Seawall</u>

a) **Vegetation Control.** The **Park Board** agrees to assume responsibility for vegetation control along the entire length of the Galveston Seawall This control will be continuous until terminated as set out in Paragraph VII It will be performed during the initial year of this Agreement at such times as shown in the Exhibits attached hereto and in accordance with current and future requirements of the U S Army Corp of Engineers and the **County Engineer** In subsequent years vegetation control will be conducted as the parties mutually agree by March 31st of each year

b) **Graffiti Abatement.** The **Park Board** agrees to perform graffiti abatement along the entire length of the Galveston Seawall The abatement will be continuous until terminated as set out in Paragraph VII It will be performed during the initial year of this Agreement at such times as shown in the Exhibits attached hereto and in accordance with current and future requirements of the U S Army Corp of Engineers and the **County Engineer.** In subsequent years graffiti abatement will be conducted as the parties mutually agree by March 31st of each year

c) **Rodent Control.** The **Park Board** also agrees to obtain the services of a state-licensed exterminator to perform rodent eradication on the rip-rap portion of the Galveston Seawall and on the rock groins leading into the Gulf of Mexico This control will be continuous until terminated as set out in Paragraph VII It will be performed during the initial year of this Agreement at such times as shown in the Exhibits attached hereto and in accordance with current and future requirements of the U S Army Corp of Engineers and the **County Engineer** In subsequent years rodent control will be conducted as the parties mutually agree by March 31st of each year

II. Ft. Crockett Park

1. Preamble

The **County** acquired the following described tracts of land as part of the Galveston Island Seawall Project

> Deed without Warranty from the United States of America to the **County** of Galveston dated June 30, 1958, recorded in Volume 1269 pages 172 et seq of the Deed Records, Galveston **County**, Texas,
>
> Deed and Easement without Warranty from the United States of America to the **County** of Galveston dated January 23, 1958, recorded in Volume 1247, page 399, et seq of the Deed Records, Galveston **County**, Texas,
>
> Deed without Warranty from the United States of America to the **County** of Galveston dated November 6, 1957, recorded in Volume 1241, pages 107 et seq of the Deed Records, Galveston **County**, Texas

Prior to these lands being conveyed to the **County** they were used as part of the United States military base known as Ft Crockett

The United States Government originally built a seawall upon portions of these tracts of land

The **County** made improvements to the seawall The United States Government seawall and the **County** improvements collectively became part of the Galveston Seawall

Portions of Ft Crockett are known as the Jacinto Laval Battery, the Wade Hampton Battery, the Charles Izard Battery and other unnamed batteries These batteries, located between approximately 39th and 53rd street and Seawall Boulevard, are constructed of concrete and concrete pavement Although the batteries are not in keeping with the general design of the Galveston

Seawall, they were incorporated into the Galveston Island Seawall Project As such, these concrete portions of the Galveston Seawall are wider than other paved concrete surfaces along the Galveston Seawall

Prior to December of 1996, the Galveston County Beach Park Board of Trustees, whose purpose was the development of public park facilities and the encouragement of tourism to Galveston County, installed picnic tables upon the batteries for the public to use In addition it entered into various mobile food concession agreements The Galveston County Beach Park Board of Trustees named the batteries Ft Crockett Park

On December 19, 1996 the **County** and the Galveston County Beach Park Board of Trustees terminated their contractual relationship All parks, contracts and concession agreements managed and controlled by the Galveston County Beach Park Board of Trustees at the various **County**-owned parks were reassigned to **County** Included in this reassignment were the mobile food concession agreements located upon Ft Crockett Park

In an effort not to disrupt the public's use and enjoyment of what is now called Ft. Crockett Park, the **County** continued to allow the public to use the area for public recreation purposes at no charge In addition, it continued to enter into mobile food concession agreements

Maintaining Ft Crockett Park as a public park is not in keeping with the **County's** interest in the Galveston Seawall Neither is entering into mobile food concession agreements But both are in keeping with the **Park Board's** interests The **Park Board** operates other parks on Galveston Island and is willing to maintain and operate Ft Crockett Park, subject to certain conditions and right to terminate as discussed hereinafter in Paragraph VII

The Galveston Commission for the Arts has placed a memorial to the victims of the 1900 Storm at Ft Crockett Park The U S Army Corp of Engineers has also placed a statute depicting the construction of the seawall In addition, a statute of a pair of dolphins and several plaques exist Neither the **County** nor the **Park Board** has any responsibility to maintain or repair these items

2. **Operation and Maintenance.**

The **Park Board** agrees to assume responsibility for the daily operation and maintenance of Ft Crockett Park and its improvements. It will repair picnic tables as needed and, at its sole option replace them at such times as it desires It will provide sufficient trash barrels and trash pick-up and litter abatement It will perform vegetation control and graffiti abatement in the same method and to the same extent it provides such services on the rest of the Galveston Seawall All of these duties and conditions are subject to termination as set out in Paragraph VII

3. **Concession Agreements.**

County agrees **Park Board** may enter into such mobile concession agreements it deems appropriate at Fort Crockett Park on the following conditions

a) prior approval of each concession agreement is obtained from the **County**,

b) no structure or other item associated with such mobile concession agreement will be physically attached to any portion of Ft Crockett Park,

c) the concession agreements will be for no longer than periods of two years each, and

d) the concession agreements will provide that, at the option of the **County**, they will expire upon expiration of this Agreement

Park Board agrees it will not charge any member of the public (other than concessionaires) a fee to enter upon, use or enjoy any portion of or any facility located upon Ft Crockett Park

4. **Landscaping, Lighting and Beautifying.**

County also gives **Park Board** the license, privilege and permission of landscaping and beautifying Ft Crockett Park With the exception of the gravity concrete structure, it also gives the Parks Board the license, privilege and permission of installing and maintaining lighting over and across the property **Park Board** agrees to obtain written approval from **County** prior to any landscaping, beautification or lighting projects being installed Park Board is not obligated or bound to make such improvements

4. **Rules and Regulations.**

Park Board agrees that its use and occupation of Ft Crockett Park is subject to such rules and regulations the **County** may prescribe to properly protect the primary interest of the **County**, that interest being the protection and maintenance of Ft Crockett Park as part of the Galveston Seawall **Park Board** also agrees to make no use of Ft Crockett Park that will in any way endanger the integrity or drainage of the Galveston Seawall in any way Whether such use affects the integrity or drainage of the Galveston Seawall will lie in the discretion of the **County Engineer** and the U S Army Corps of Engineers, Galveston District, or their successors

County reserves the right to enter Ft Crockett Park to make such improvements, upgrading, repairs, replacement and maintenance of the Galveston Seawall as it deems necessary The **County** will not be liable for any damages or injuries caused to any improvements located within Ft Crockett Park by **County's** routine or emergency operations The **County** will not be liable for

any loss of profit to **Park Board** or **Park Board's** concessionaires which may be caused by or result from any routine or emergency operations undertaken by the **County** and no claim or right to compensation shall accrue from such damages or injuries

No other use of Ft Crockett Park shall be permitted, other than the rights herein specifically granted

III. Beach Pocket Parks 1, 2 and 3

1. **Preamble.**

The **County** owns the following described tracts of land commonly known as Beach Pocket Park No 1

> Warranty Deed from James N Letsos, Jr and Vincent Rinando and John Rinando to the **County** of Galveston recorded in Volume 2879 Page 798 et seq of the Deed Records of Galveston **County**, Texas

The **County** owns the following described tracts of land commonly know as Beach Pocket Park No 2

> Warranty Deed from Mark D Chambers, et al to the **County** of Galveston recorded in Volume 2833 page 783 et seq. of the Deed Records of Galveston **County**, Texas as modified by that one certain document called "Transfer of Land and Granting of an Easement in Exchange for Other Land" found of record in 019-66-1854 of the Microfilm Records of the Office of the **County** Clerk of Galveston **County**, Texas.
>
> Warranty Deed from Eugenia D Bassi, et al. to the **County** of Galveston recorded in Volume 2853 page 378 et. seq. of the Deed Records of Galveston **County**, Texas as modified by that one certain document called "Transfer of Land and Granting of an Easement in Exchange for Other Land" found of record in 019-66-1854 of the Microfilm Records of the Office of the **County** Clerk of Galveston **County**, Texas

The **County** also owns the following described tracts of land commonly known as Beach Pocket No 3

> Warranty Deed from John E Chapoton et al. to the **County** of Galveston dated November 24, 1981 recorded in 001-46-0655 et seq. of the Deed Records of Galveston **County**, Texas
>
> Warranty Deed from E L Crain, Jr et al to the **County** of Galveston dated November 26, 1981 recorded in 001-46-0658 et seq of the Deed Records of Galveston **County**, Texas

The **County** desires that the operation, management, maintenance and control of these Parks be transferred to the **Park Board**

The **Park Board** desires to enter into an agreement with the **County** for such purposes pursuant to the terms and conditions more fully described below

The parties agree as follows

1. **Right to Use.**

For and in consideration for the premises hereinafter set forth, the **County**, acting by and through its Commissioners' Court hereby **Grants** to the **Park Board** the authority to use and manage the Pocket Parks, for a term of ten years commencing January 1, 2005 and ending on a date which is ten years after such commencement date, subject to termination as set out in Paragraphs 5 and 6 The **Park Board** shall use the Pocket Parks for public recreational uses only

2. **Rental and Fees.**

In consideration for operating, managing, maintaining, controlling and improving the Pocket Parks and performing the other services at Ft Crockett Park and the other County facilities listed herein, the **County** shall charge no rent to **Park Board** The **County** also agrees that the **Park Board** may charge the public for parking at each facility and may either operate its own concession stands or contract with a third party for the operation of such concession stands All revenues generated from **Park Board** and/or third party operated concessions and from parking fees or from any other source shall be controlled by the Park Board and shall be devoted

to maintenance, upkeep, and operational expenses of the Pocket Parks, for lifeguard services at the Pocket Parks In addition if revenues exist after these expenses up to $15,000 may be used annually to help pay for the services provided on the Galveston Seawall that are listed in Article I In addition such revenues may be used for new capital improvements at Pocket Park 1 and for additional capital improvements at Pocket Parks 2 and 3 No other use of such revenues will be permitted

2. Laws and Restrictions.

The **Park Board** shall comply with all applicable laws, ordinances, restrictions, and regulations as may be required The **Park Board** shall also comply with all General Land Office beach user requirements

3. Condition of Premises.

The **Park Board** shall be responsible for maintaining the Pocket Parks during the term of this Agreement in their current or better condition

4. Capital Improvements.

The parties desire and hope that revenues generated from Beach Pocket Park No 2 and Beach Pocket Park No 3 are sufficient to construct new capital improvements at Pocket Park 1 and additional capital improvements at Pocket Parks 2 and 3 In addition, the parties are optimistic that other **Park Board** facilities will become available for such purposes But, despite such desires, **Park Board** is under no obligation to construct such improvements Any and all new capital improvements shall be ADA compliant and made pursuant to the prior approval of the **County** and subject to negotiations concerning the payment thereof. But, despite its willingness to negotiate in the future **County** does not wish to indicate that it will commit any funds to any future capital improvement projects Likewise, Park Board does not wish to indicate that it will commit any funds to any further capital improvement projects

Although new capital improvements may be made either solely by **Park Board**, or solely by **County**, or jointly with **County**, any such permanent improvements will belong to **County** upon expiration or early termination of this Agreement

County will furnish **Park Board** with legal descriptions and surveys of the Pocket Parks that it has in its possession upon request

County will also work with **Park Board** to help ensure that all improvements that to be constructed by Escapes! Inc at Pocket Park No 2 will be constructed in accordance with the agreement **County** has with Escapes! Inc for such construction.

Park Board also agrees to rake, clean and maintain the public beaches located at the parks and to provide other services in accordance with the schedules shown on the attached Exhibits

5. Termination by County.

This Article III may be terminated by the **County**, at its election, upon the happening of any of the following events

a) lapse in required insurance coverage by the **Park Board** or failure by the **Park Board** to strictly comply with any provisions in this Agreement related to insurance coverage;

b) the commission by the **Park Board** of any act of insolvency, the filing of any voluntary or involuntary actions concerning the **Park Board** under any state or federal bankruptcy or other laws for the protection of debtors, an assignment by the **Park Board** for the benefit of creditors or the appointment of a receiver for the **Park Board**, or

c) upon six (6) prior written months' written notice given to the **Park Board**.

Any concession agreements entered into between the **Park Board** and any third party will contain a provision that the concession agreement will terminate upon termination of this Agreement with **County**

6. Termination by Park Board.

The **Park Board** shall also have the right to terminate this Article III by giving six (6) months written notice to the **County** no later than September 30th of the year in which the **Park Board** decides to terminate

At the expiration or early termination of this Agreement the management and control of the Pocket Parks will be returned to **County** in a well maintained condition and free of any indebtedness, liens, or third party concession agreements

7. Insurance.

Throughout the term of this Agreement, the **Park Board** shall maintain statutory workers' compensation coverage on its employees, and shall carry additional insurance against public liability for injury to persons (including death) or damage to property resulting from or arising out of, or alleged to have arisen from or resulted from, the operations of the **Park Board** in or about the Pocket Parks Such insurance policy shall be in an amount not less than the maximum amount of liability exposure to which the Parks Board and the **County** are exposed by virtue of Chapter 101 of the Texas Civil Practice and Remedies Code as it currently exists or to which it may be amended

In addition, beginning January 1, 2005 and continuing for as long as this portion of this Agreement is in effect, the **Park Board** will maintain fire and extended coverage, wind and hail coverage and flood insurance coverage on all buildings and other improvements located at the Pocket Park The amount of such coverage shall be at least 80% of replacement value of the buildings and improvements

The **Park Board** shall name the **County** as an additional insured under all insurance policies, with the exception of workers' compensation, and said policies shall provide for thirty (30) days' notice to **County** prior to any cancellation or revision of said policies Such policies shall be in form and with an insurance carrier acceptable to the **County** The **Park Board** shall at all times provide **County** with a copy of all such insurance policies with current copies of certificates of insurance providing for thirty (30) days' notice prior to cancellation

8. Use of Proceeds of Insurance.

Any insurance proceeds received by the parties from any insurance on buildings and other improvements located at the Pocket Parks will, to the greatest extent practicable, be committed to rebuilding and repairing such damaged buildings and improvements If such damaged buildings or improvements are incapable of being repaired or reconstructed, such proceeds will be used in

constructing new buildings and improvements at the Pocket Parks If such new construction is not viable (due to erosion or other factors beyond the control of the parties), the proceeds will be divided as mutually agreed

9. Liens.

The **Park Board** shall keep the Pocket Parks and all property of the **County** free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or for the **Park Board** and agrees to bond against or discharge any mechanic's or material men's liens or other claims within ten (10) days after written request therefore by **County**

10. Cost to County.

Other than capital expenditures that may be negotiated by and between the parties, the **County** shall not be responsible for expenses related to the maintenance and operation of the Pocket Parks

11. Park Board Rules.

The use and occupation of the premises shall be subject to any and all rules and regulations as may be described by the **Park Board** from time to time

12. Signs.

Signs will be posted at the entrance to each Pocket Park advising the public that the park is owned by Galveston **County** and operated by the **Park Board**

13. Repairs and Maintenance.

The **Park Board** covenants and agrees, at the **Park Board's** sole cost and expense, to keep the operations and all improvements, including but not limited to the geotextile tubes, located at the Pocket Parks in good and clean condition The **Park Board** also agrees to make, at the **Park Board's** sole cost and expense, all repairs and replacements necessary (other than capital improvements) to keep the improvements and operations in good and clean condition. In the event any improvements at the Pocket Parks are damaged or destroyed by storm, hurricane, fire, wind, or other natural or man-made disaster **County**, as owner of the Pocket Parks, will work with Parks Board in submitting insurance claims or requests to FEMA for disaster fund relief

14. **Right of Entry.**

County reserves the unfettered right of entry to the Pocket Parks and any improvements located thereon during normal business hours for any reason or no reason.

15. **Bookkeeping/Inspection of Records**

Park Board will keep full, complete and proper books, records and accounts of all gross receipts and expenditures on each Pocket Park These books, records, and accounts shall be open to inspection by **County** or its authorized representatives or agents during normal business hours In Addition, the Park Board will annually report to the County by no later than November 1st of each year the amount of revenues received by each park and the amount and purpose of each expenditure of such revenues

16. **Current County Employees.**

Patricia and Allen Howell are **County** employees. They serve as toll booth operators at Pocket Parks 2 and 3 Since the **County** will no longer have a need for their services and will terminate their employment with the **County, Park Board** agrees to offer both Mr and Mrs Howell the opportunity to continue working as toll booth operators for the **Park Board.** However, their employment will be "at-will," and they will be guaranteed no length of employment

17. **Non-Discrimination/ADA compliant.**

The **Park Board** agrees that in the use and occupancy of the Pocket Parks no discrimination shall be practiced, which is based upon a person's race, sex, color, religion, ancestry national origin, disability, age, military status, whether in employment or in the provisions of goods and services

IV. Beach Ramps

1 **Preamble.**

At 25th, 35th, 46th and 57th streets and Seawall Boulevard there are four ramps that lead from the gravity concrete structure portion of the Seawall down to the sand From time to time, mobile

concession vendors have approached the **County** and requested the issuance of a permit to enable them to sell various items As stated in the Ft Crockett portion of this Agreement, entering into mobile concession agreements is not in keeping with the **County's** interest in the Galveston Seawall But it is in keeping with the **Park Board's** interests

The parties agree

2. <u>Right to Issue Concessions.</u>

That the **Park Board** may add to the areas on the Galveston Seawall it currently permits as mobile concession agreement sites those areas of the 25th, 35th, 46th and 57th street beach ramps known as the top landing

3. <u>Restrictions on Use.</u>

Any such concession agreements entered into will be subject to the same restrictions imposed by the **County** as those applicable to mobile concession agreements currently being entered into at Ft Crockett Park

The mobile concession(s) must be located in such a manner that it will not impede police or other emergency vehicles, **County** or **Park Board** maintenance vehicles or other mobile concession vendors from utilizing the ramps at such times as are required or necessary for their operation The **Park Board** will assume the same responsibility for the daily operation and maintenance of the ramps it currently has at Ft Crockett Park **Park Board** will retain all concessionaire revenues This Section IV may be terminated as set out in Paragraph VII.

V. 61st Street Rock Groin

1 **Preamble**

The **County** owns what is commonly referred to as the 61st street rock groin The groin is paved and is used by the public to fish, sight see and promenade Attached to the end of the 61st street rock groin is a privately owned and operated wooden fishing pier

2. **Services Rendered on 61st Street Groin.**

Trash. The **Park Board** agrees to supply and maintain trash barrels on the 61st street groin. It will provide trash pickup in the same manner and to the same extent it customarily provides such services on the Galveston Seawall This service may be terminated by giving notice as set out in Paragraph VII

VI. Consideration

The consideration being given to the **Park Board** for this Agreement for all services rendered by the **Park Board** is the transfer of the management of Ft Crockett Park and Beach Pocket Parks 1,2, and 3 by the **County** to it The consideration being given to **County** is the services rendered by Park Board at the other **County** facilities and the agreement to maintain the Pocket Parks.

VII. Term of Agreement

This Agreement, regardless of date of execution, commences effective the 1st day of January, 2005 It will continue for an indefinite period of time until it is terminated by either party

Any portion of this Agreement, with the exception of Article III Beach Pocket Parks, may be terminated effective upon six months prior notice of the party desiring to terminate being given to the other party

VIII. General Provisions

1. **Independent Contractor.**

This Agreement is not a contract of employment No relationship of employer and employee exists between the **County** and the **Park Board** The **Park Board** shall at all times be deemed to be an independent contractor The **County** shall not be liable for any acts or omissions of the **Park Board**, its employees, or its agents in performing the duties prescribed herein

2. **Force Majeure.**

The **County** and the **Park Board** shall be excused from performing any of their respective duties, obligations, or undertakings provided for in this Agreement in the event and so long as performance of such duty, obligation, or undertaking is prevented, delayed, retarded, or hindered by an Act of God, epidemic, fire, earthquake, flood, explosion, action of civil commotion, sabotage, malicious mischief, strike, lockout, action of labor unions, condemnation, governmental restriction, order of civil or military or naval authorities, embargo, impossibility of obtaining materials, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party in question Either party entitled to such extension hereunder shall give prompt written notice to the other party as soon as possible after the occurrence causing such delay asserting its claim of right to such extension and the reasons therefore

3. **Mediation**

Any disputes between the parties relating to this portion of the Agreement may be submitted to mediation in Galveston, Texas The cost of the mediation proceedings and the cost of the mediator will be split between the parties

4. **No Assignment.**

This Agreement shall not be assigned whole or in part The only exception that is permitted is that **Park Board** may enter into concession agreements with third parties for the operation of the concession stands located at the Pocket Parks

Notice.

Any notice required to be given shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed and deposited postage prepaid in a post office or branch post office regularly maintained by the United States Government, to the following addresses, or by hand delivery

County

	County of Galveston, Texas
Attention	County Judge
Address	County Courthouse, 2nd floor
	Galveston, Texas 77550
Telephone	409 766 2244
Telefax	409 766 4591
Email	James Yarbrough@co galveston tx us

with a copy being sent to.

Director
Galveston County Parks Department
4102 Main Street
La Marque, Texas 77568

Park Board

	Park Board of Trustees of City of Galveston, Texas
Attention	Executive Director
Address	2504 Church Street
	Galveston, Texas 77550
Telephone	409 763 6564
Telefax	409 762 8911
E-mail	Lmuller@galvestonparkboard org

5. **Successors**

That all of the covenants, conditions and provisions in this Agreement shall extend to and bind both successor Commissioners' Court of **County** and successor Board of Trustees of **Park Board**

6. **Venue**

This Agreement shall be construed under the laws of the State of Texas and venue shall lie in Galveston County, Texas

8 **Severability**

Any covenant, condition or provision herein contained that is held to be invalid by any Court of competent jurisdiction shall be deleted from this Agreement but such deletion shall in no way effect any other covenant, condition or provision herein contained

9 **Non-Liability**

The parties hereto agree that in no event shall any members of the Commissioners' Court of the **County** or the Board of Trustees of the **Park Board** or their officers, agents, and employees ever be held individually liable for this agreement, any activities associated herewith, or any breach hereof

10. **Amendment**

Any and all provisions and claims in this Agreement can be amended or deleted by **County** and Parks Board only by mutual agreement and any such change shall be in writing and attached to this Agreement as an addendum

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Executed in duplicated originals this 27th day of December, 2004.

County of Galveston

James D. Yarbrough
County Judge

Attest:

Mary Ann Daigle
County Clerk

by: Patricia A. Puccetti
Patricia A. Puccetti
Chief Deputy

Park Board of Trustees
of the City of Galveston

Lou Muller
Executive Director

Attest:

Secretary

Word\parks\Beach Park Board Transfer Final

Off-Season September 13, 2004 to March 31, 2005

Beach Cleaning Schedule (West-end)

Monday

Raking
- No Rake

Handpicking
- 8-mile to 12-mile rd

Refuse Collection
- 8-mile to 12-mile rd

Tuesday

Raking
- No Rake

Handpicking
- 12-mile to 18-mile rd

Refuse Truck
- 12-mile to 18-mile rd

Wednesday

Raking
- No Rake

Handpicking
- 18-mile to 22-mile rd

Refuse Collection
- 18-mile to 22-mile rd

Thursday

Raking
- No Rake

Handpicking
- 22-mile to San Luis Pass Bridge

Refuse Truck
- 22-mile to San Luis Pass Bridge

Friday

Raking
- No Rake

Handpicking.
- San Luis Pass Bridge area

Refuse Truck
- San Luis Pass Bridge area

Saturday **(OFF)**

Raking
Handpicking
Refuse Truck

Sunday **(OFF)**

Raking,
Handpicking
Refuse Truck

Additional Season Projects

1. Repair Trash Containers that are in need of repairs
2. Remove all heavy debris along the beachfront

During Season April 01, 2005 to September 12, 2005

Beach Cleaning Schedule (West-end)

Monday

Raking
- (Pocket Park #2 & #3)

Handpicking
- All Beach Access Points

Refuse Collection
- All Beach Access Points

Tuesday

Raking
- (Pocket Park #2 & #3)

Handpicking
- (18mile to San Luis Pass Bridge)

Refuse Truck
- 8mile to San Luis Pass Bridge)

Wednesday

Raking
- (Pocket Park #2 & #3)

Handpicking
- 18 to 8 mile rd

Refuse Collection
- All Beach Access Points

Thursday

Raking
(Pocket Park #2 & #3)

Handpicking
(Personnel off)

Refuse Truck
(Personnel off)

Friday

Raking
- (Pocket Park #2 & #3)

Handpicking
- San Luis Pass Bridge area

Refuse Truck.
- 8 mile to San Luis Pass Bridge

Saturday

Raking
- (Pocket Park #2 & #3)

Handpicking
- All Beach Access Points (4 hrs)

Refuse Truck.
- All Beach Access Points (4 hrs)

Sunday

Raking.
- (Pocket Park #2 & #3)

Handpicking
- All Beach Access Points (4 hrs)

Refuse Truck
- All Beach Access Points (4 hrs)

This schedule does **not** include any seaweed removal Seaweed removal will be scheduled on a day-to-day basis.

Areas where seaweed will be removed:

1 Pocket Park #2
2 Pocket Park #3

During Season April 01 2005 to September 12, 2005

Additional Season Projects

1. Repair Trash Containers that are in need of repairs
2. Remove all heavy debris along the beachfront

Holiday's:

Easter Weekend	March	25 - 27
Cinco De Mayo	May	06 - 08
Memorial Day	May	27 - 30
Independence Day	July	01 - 04
Labor Day	September	02 - 05

Special Events:

Beach Party	April	15 – 17

Beach Cleaning Schedule (Seawall)

Monday

Raking
- No Rake

Handpicking
- 64th to Stewart Beach

Refuse Collection
- 103rd to 10th

Tuesday

Raking
- No Rake

Handpicking
- 64th to Stewart Beach

Refuse Truck
- 103rd to 10th

Wednesday

Raking
- No Rake

Handpicking,
- 103rd to 64th Rocks

Refuse Collection
- 103rd to 10th

Thursday

Raking
- No Rake

Handpicking
- Top of Seawall 103rd to Boddecker Drive

Refuse Truck
- 103rd to 10th

Friday

Raking
- No Rake

Handpicking
- 64th to Stewart Beach

Refuse Truck
- 103rd to 10th

Saturday (OFF)

Raking,
Handpicking
Refuse Truck

Sunday (OFF)

Raking
Handpicking,
Refuse Truck

Additional Off-Season Projects

1. Repair Trash Containers that are in need of repairs
2. Clean trash containers when needed
3. Remove graffiti along the seawall
4. Repair all beach access points
5. Repair Ramps on Rock Groins.
6. Remove all heavy debris along the beachfront.
7. Weed Control along Seawall sidewalk as needed
8. Rodent Control on Rock Groins

Beach Cleaning Schedule (Seawall)

Monday
Raking
1 61st to 10th
Handpicking
1 Top of Seawall 103rd to Boddecker Drive
2 61st to Stewart Beach
Refuse Collection
1 103rd to Boddecker Drive top and Bottom

Tuesday
Raking
1 61st to 10th
Handpicking
1 Top of Seawall 103rd to Boddecker Drive
2 103rd to Stewart Beach (bottom)
Refuse Truck
1 103rd to Boddecker Drive top and Bottom

Wednesday
Raking
1 61st to 10th
Handpicking
1 Top of Seawall 103rd to Boddecker Drive
2 103rd to Stewart Beach (bottom)
Refuse Collection
1 103rd to Boddecker Drive top and Bottom

Thursday
Raking
1 61st to 10th
Handpicking
1 Top of Seawall 103rd to Boddecker Drive
2 103rd to Stewart Beach (bottom)
Refuse Truck
1 103rd to Boddecker Drive top and Bottom

Friday
Raking
1 61st to 10th
Handpicking
1 Top of Seawall 103rd to Boddecker Drive
2 103rd to Stewart Beach (bottom)
Refuse Truck
1 103rd to Boddecker Drive top and Bottom

Saturday
Raking:
1 61st to 10th
Handpicking.
1 Top of Seawall 103rd to Boddecker Drive
2 61st to Stewart Beach
Refuse Truck
1 103rd to Boddecker Drive Top and Bottom

Sunday
Raking
1 61st to 10th
Handpicking.
1 Top of Seawall 103rd to Boddecker Drive
2 61st to Stewart Beach
Refuse Truck
1 103rd to Boddecker Drive
2 61st to Stewart Beach (Bottom)

This schedule does **not** include any seaweed removal Seaweed removal will be scheduled on a day-to-day basis

Areas where seaweed will be removed:

1 The Seawall from 65th to 6th street

During Season April 01. 2005 to September 12, 2005

Holiday's:

Easter Weekend	March	25 - 27
Cinco De Mayo	May	06 - 08
Memorial Day	May	27 - 30
Independence Day	July	01 - 04
Labor Day	September	02 - 05

Special Events:

Beach Party	April	15 - 17

Additional Season Projects

1 Repair Trash Containers that are in need of repairs
1 Clean trash containers when needed.
2 Remove graffiti along the seawall
3 Repair all beach access points
4 Repair Ramps on Rock Groins
5 Remove all heavy debris along the beachfront
6 Weed control along Seawall sidewalk as needed
7 Rodent Control on Rock Groins

Upon motion of Commissioner Doyle, seconded by Commissioner Holmes, and carried, It is Ordered by the Court that execution of the following First Amendment to Interlocal Agreement with the City of Galveston Park Board of Trustees relating to various services to be rendered on the Galveston Island Seawall, Fort Crockett Park and Galveston County Beach Pocket Parks 1, 2 and 3 be and is approved.

13

First Amendment - Interlocal Agreement Between County of Galveston and Park Board of Trustees of the City of Galveston Relating to Various Services to be Rendered on the Galveston Island Seawall, Fort Crockett Park and Galveston County Beach Pocket Parks 1,2 and 3

The State of Texas §
§
County of Galveston County §

This Interlocal Governmental Agreement is between the **County of Galveston** and the **Park Board of Trustees of the City of Galveston.**

On December 27, 2004 the parties entered into an Agreement wherein, among other things, the Park Board agreed to operate and maintain the County's Beach Pocket Parks 1, 2 and 3. This Agreement may be found in Volume 300-40-1940 et.seq. of the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston Count

The Beach Pocket Parks have failed to generate sufficient revenues to enable the Park Board to maintain them in accordance with standards required by the Agreement or to pay the insurance premiums for all of the required insurance policies.

The parties agree as follows

1 The County will tender $55,300 to the Park Board to enable it to purchase fire and extended coverage, wind and hail coverage and flood insurance coverage on all buildings and other improvements located at the Pocket Parks under the terms and conditions specified in the Agreement for the upcoming year The Park Board will ensure that there will be no lapse in any required insurance coverage

2 The County will tender $ 32,180 to the Park Board to enable it to perform such repairs to the Parks improvements that are set forth in Exhibit "A' Such repairs will be completed to the County s satisfaction by no later than March 1, 2008 The County will inspect the repairs on or about that date and specify any deficiencies, if any are found The Park Board will undertake such efforts as is required to correct such deficiencies within the next thirty (30) days

3 The County will tender these payments within thirty (30) days after the date of execution of this Agreement.

4 Any monies not expended by the Park Board for their intended purpose will be expeditiously returned to the County.

Executed in duplicated originals this 16th **day of** January, **2008.**

County of Galveston

James D. Yarbrough
County Judge

Attest:

Mary Ann Daigle
County Clerk

By: Mae Ross Deputy
Mae Ross, Deputy

Park Board of Trustees
of the City of Galveston

Lou Muller
Executive Director

Attest:

Secretary
Word/parks/Beach Park Board Supplemental Agreement 2008

Karen Leach
Recording Secretary

Exhibit A

First Amendment - Interlocal Agreement Between
County of Galveston and Park Board of Trustees of the City of Galveston

Pocket Park # 2

Description	Estimated Cost
Repair and Replacement of Roll-Down Doors	$5,000
Replacement of Restroom Exhaust Fans	$2,450
General cleaning and touch-up painting	
Repair signage (Frank Carmona Pocket Park # 2)	

Pocket Park # 3

Description	Estimated Cost
Decking and Railing Replacement • Handicap Ramp (Eastside of Building) • Stairway (Westside of Building) • Beach Access Ramp • Boardwalk	$13,862
Replace Storm Blinds	$2,468
Replace damaged Lap and Gap Siding	$900
Repair underside of buildings structural supports	$7,500
Replace Vents and Exhaust Covers on Roof	
Repair Roll-Down Doors on Concession Building	
Repair missing and damaged Lattice	
Clean Septic Tank and jet sewer lines	
Complete Electrical check	
Replace Tiger Teeth at exit	
Replace damaged boards on Dumpster Enclosure	
Relocate outside showers and drainage system	
Repair Concession Area	

- - - - - - - - -

15

Second Amendment to the Interlocal Agreement for Services Between the County of Galveston and Park Board of Trustees of the City of Galveston Relating to Various Services to be Rendered on the Galveston Island Seawall, Fort Crockett Park and Galveston County Beach Pocket Parks 1, 2 and 3

1 This Second Amendment to Interlocal Agreement is entered into between the County of Galveston and the Park Board of Trustees of the City of Galveston

2 The County and the Parks Board entered into an Interlocal Agreement effective December 27, 2004 wherein, among other things, the Park Board agreed to operate and maintain the County's Beach Pocket Parks 1 2 and 3 This Agreement may be found in Volume 300-40-1940 et seq. of the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County

3 The parties amended this Agreement on January 16, 2008 A copy of this Amendment may be found in the Commissioners' Court minutes of that date under item #13

4 The parties agree that the Agreement and the First Amendment is the complete agreement between the parties and that no other amendments have been entered into between the parties This amendment will be the second amendment to this Agreement

5 The parties desire to, and do hereby amend the Agreement in the following respects

The second paragraph of Article 7, entitled Insurance will be modified to read as follows

Beginning with the renewal date of each respective policy in calendar year 2009 and continuing for as long as this portion of this Agreement is in effect, the **County** will maintain fire and extended coverage, wind and hail coverage and flood insurance coverage on all buildings and other improvements located at Pocket Parks 2 and 3 The amount of such coverage shall be at least 80% of replacement value of the buildings and improvements

6 The Agreement the First Amendment and this Amendment constitute the complete understanding of the parties and no other representation, oral or written between the parties shall be of any force and effect unless specifically stated in writing in either the Agreement or this Amendment

Executed the 17th day of July 2009

Galveston County

By: James D. Yarbrough, County Judge

Attest:

Mary Ann Daigle, County Clerk

Park Board of Trustees of The City of Galveston

By: Lou Muller
Executive Director

Attest:

Karen Leach
Secretary

Park Board Approved 7/14/09

depts parks Beach Park Board Transfer Second Amendment

Dennis J. Harris, Sr.
Director

Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

August 4, 2009

Lou Muller, Executive Director
Park Board of Trustees of the City of Galveston
2504 Church
Galveston, Texas 77550

RE: Second Amendment – Insurance

Dear Lou,

On Wednesday July 29, 2009 Commissioners' Court approved the Second Amendment to the Interlocal Agreement between the County of Galveston and the Park Board of Trustees of the City of Galveston. Attached you will find one executed original for your files

Should you have any questions please do not hesitate to let me know

Sincerely,

Dennis J. Harris, Director
Galveston County
Department of Parks & Senior Services

Attachments

cc Harvey Bazaman County Legal Department
Jim McCartney Risk Management

Third Amendment to the Interlocal Agreement for Services Between the County of Galveston and Park Board of Trustees of the City of Galveston Relating to Various Services to be Rendered on the Galveston Island Seawall, Fort Crockett Park and Galveston County Beach Pocket Parks 1, 2 and 3

1 This Third Amendment to Interlocal Agreement is entered into between the County of Galveston and the Park Board of Trustees of the City of Galveston

2 The County and the Parks Board entered into an Interlocal Agreement effective December 27, 2004 wherein, among other things, the Park Board agreed to operate and maintain the County's Beach Pocket Parks 1, 2 and 3, Ft Crockett Park and the Galveston Seawall This Agreement may be found in Volume 300-40-1940 et seq of the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County

3 The parties amended this Agreement on January 16, 2008 A copy of this Amendment may be found in the Commissioners' Court minutes of that date under item #13

4 The parties amended this Agreement a second time on July 17, 2009 A copy of this Amendment may be found in the Commissioners' Court minutes of that date under item #15

5 The parties agree that the Agreement, the First Amendment and the Second Amendment is the complete agreement between the parties and that no other amendments have been entered into between the parties This amendment will be the third amendment to this Agreement

6 The parties desire to, and do hereby amend the Agreement in the following respects

Paragraph 5 will be added to 'Article II- Ft Crockett Park as follows

5 **<u>FEMA Authorized Agent.</u>**

Ft Crockett Park sustained damages caused by Hurricane Ike that struck Galveston Island in September of 2008 The parties agree that the Park Board is authorized to act on behalf of the County and to apply for any and all FEMA funds and to execute any FEMA Project Work Sheets or other documents necessary that might be available to address these existing damages, with the exception of that portion of the Park upon which the Dolphin Statue is located which will be administered by County In addition, should, in the future, portions of Ft Crockett Park sustain damage by virtue of another storm or hurricane the Park Board is similarly authorized to act on behalf of County in applying for any FEMA funds Park Board will periodically advise County of the status of its efforts with FEMA on behalf of County and the final

financial outcome of its applications

Paragraph 18 will be added to "Article III-Beach Pocket Parks 1, 2, and 3" as follows

18. FEMA Authorized Agent.

All three Beach Pocket Parks sustained damages caused by Hurricane Ike that struck Galveston Island in September of 2008 The parties agree that the Park Board is authorized to act on behalf of the County and to apply for any and all FEMA funds and to execute any FEMA Project Work Sheets or other documents necessary that might be available to address these existing damages. In addition, should, in the future, one or more of the Beach Pocket Parks sustain damage by virtue of another storm or hurricane the Park Board is similarly authorized to act on behalf of County in applying for any FEMA funds Park Board will periodically advise County of the status of its efforts with FEMA on behalf of County and the final financial outcome of its applications

7 The Agreement, the First Amendment, the Second Amendment and this Amendment constitute the complete understanding of the parties and no other representation, oral or written, between the parties, shall be of any force and effect unless specifically stated in writing in either the Agreement as modified by the First Amendment and the Second Amendment

Executed the 14th day of April, 2010

Galveston County

By: _____
James D. Yarbrough, County Judge

Attest: _____
Mary Ann Daigle, County Clerk

Park Board of Trustees of The City of Galveston

By: _____
Lou Muller
Executive Director

Attest: _____
Secretary

depts\parks\Beach Park Board Transfer Third Amendment

Exhibit "D"
Frito-Lay Donation Guidelines

Frito-Lay North America, Inc.

CITY SECRETARY'S OFFICE
RECEIVED
OCT 14 2009
CITY OF GALVESTON

Effective as of September 28, 2009

City of Galveston Texas
P O Box 779
823 Rosenberg
Galveston, Texas 77553

***Re:* One Million Dollar Donation**

In consideration of Frito-Lay North America, Inc. ("Frito-Lay") making a donation on behalf of its SunChips® brand and The Kroger Co. ("Kroger") in the amount of one million dollars ($1,000,000) (the "Donation") to the city of Galveston, Texas, ("Galveston"), Galveston agrees that it will:

Use the Donation to help fund construction of an urban park on the Galveston seawall at the Fort Crockett site (the "Park");

Use the Donation to plant trees, install solar lighting and construct other amenities in the Park;

Use, whenever reasonably possible, eco-friendly technology in the construction of Park amenities;

Create and install in the Park a plaque commemorating the Donation on behalf of the SunChips® brand and Kroger; and

To the extent permitted by Texas law, defend, indemnify and hold Frito-Lay, Kroger and their respective parent, subsidiaries and affiliates, (and each of the foregoing entities and their subsidiaries, affiliates, predecessors, successors and assigns, and their respective agents, officers, directors and employees) harmless from and against any and all losses, costs, claims, damages, liability, demands and expenses, including attorneys' fees, made by third parties which may arise out of or derive in any way from Galveston's use of the Donation or any and all third party claims, demands, losses, causes of action and liabilities of any nature whatsoever, including, but not limited to any death, loss, injury or damage to person or property, or loss of enjoyment, or other harm or loss of any nature whatsoever that may arise from the construction of the Park and or its amenities or from any use of the Park and/or its amenities

If you agree with the foregoing terms and conditions, please indicate your acceptance by signing below.

Sincerely,

Frito-Lay North America, Inc.

Carrie Walsh
SunChips® brand Director

Accepted and agreed on behalf the City of Galveston, Texas:

Steve LeBlanc City Manager
As approved by Mayor & City Council 10/08/2009

RESOLUTION NO 11-003

CONSIDER FOR APPROVAL A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AN INTERLOCAL CONTRACT THREE PARTY AGREEMENT BETWEEN THE CITY, THE PARK BOARD OF TRUSTEES OF THE CITY OF GALVESTON, TEXAS AND GALVESTON COUNTY, TEXAS FOR THE CONSTRUCTION AND MAINTENANCE OF BEAUTIFICATION IMPROVEMENTS AND PEDESTRIAN AMENITIES UPON THE HAMPTON BATTERY LOCATED AT FT CROCKETT PARK, PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to the Interlocal Cooperation Act (the "Act"), the City is authorized to contract with eligible entities to perform government functions and services, and

WHEREAS, Galveston County (the "County") and the Park Board of Trustees (the "Park Board") are eligible entities under the Act and desire to contract with the City on the terms described herein, and

WHEREAS, in accordance with the Act, all payments for the performance of governmental functions or services are from available current revenues, and

WHEREAS, the City has received a donation of $1 million from the Frito-Lay Foundation to be spent solely for the development of beautification improvements and pedestrian amenities upon Ft Crockett Park, and

WHEREAS, the City, utilizing the Frito-Lay Foundation donation as part of a larger federally approved Seawall improvement program, the details of which program will be addressed by future agreements, has heretofore developed plans and specifications for the construction of improvements upon the Hampton Battery, which is located at the Ft Crockett Park, and,

WHEREAS, the City, the County, and Park Board desire to enter into an Interlocal Agreement to

- maximize the Frito-Lay donation relating to the design, development and construction of future improvements upon the Hampton Battery,
- delineate the roles and responsibilities of the three entities relating to the maintenance of such future improvements,
- specify the rights, duties and responsibilities of the three entities relating to maintenance of the grounds upon which the Hampton Battery is located, and
- specify the rights of the Parks Board to continue to enter into mobile concession agreements upon the Hampton Battery

WHEREAS, the City Council deems it in the public's interest to enter the Agreement under the terms and conditions set out in Exhibit 1, attached hereto and incorporated herein for all intents and purposes,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS

SECTION 1 The findings and recitations set out in the preamble to this Resolution are found to be true and correct and hereby adopted by the City Council and made a part hereof for all purposes

SECTION 2 The City Council of the City of Galveston hereby approves and authorizes the City Manager to execute the Interlocal Agreement in substantially the same form as attached hereto as Exhibit 1

SECTION 3 This Resolution shall be and become effective from and after its adoption

APPROVED AS TO FORM

_____
SUSIE GREEN
CITY ATTORNEY

I, Barbara S Lawrence, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 13th day of January, 2011, as the same appears in records of this office

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this the _____ day of _____, 20_____

_____
Secretary for the City Council
Of the City of Galveston

EXHIBIT 1

Exhibit A

Exhibit B

Exhibit C

Exhibit D

AGENDA ITEM #14

Galveston County
Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

Galveston
Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

January 14, 2011

Hon Mark Henry, County Judge
Hon County Commissioners
Galveston County Courthouse
Galveston, Texas 77550

Re Renewal of CareHere Lease with William Leopold

Gentlemen

The attached CareHere lease executed in June of 2007 for the facility located at 1701 Tremont, Galveston, Texas was renewed for one (1) year on December 16, 2009 and currently expires January 31, 2011 The County has two remaining options to renew for periods of one (1) year each

I have spoken with Mr Leopold about Galveston County exercising its second one (1) year option He has agreed to extending the lease for one (1) year The rent is to remain the same, i e $2,975 per month

Please approve extending the CareHere lease for one year beginning February 1, 2011 and terminating January 31, 2012 Also, please authorize me to notify Mr Leopold of your approval

Should anyone have any questions, please do not hesitate to contact me

Sincerely yours,

Harvey Bazaman
Galveston County Legal Dept

Cc Mr William Leopold
1619 Tremont
Galveston, Texas 77550

Mr Steve Gauen
Hon Cliff Billingsley
Ms Kathy Branch, Human Resources

Bazaman, Harvey

From· Bazaman, Harvey
Sent Friday, January 14, 2011 11 27 AM
To Holmes, Stephen, Stephen Gauen, Henry, Mark
Subject. Care Here Lease Galveston
Attachments· CareHere Leopold extension 2011 doc

Good morning all
The CareHere lease with Bill Leopold for the facility in Galveston expires at the end of this month I spoke with Bill Leopold and he is o k with renewing it on the same terms and conditions and at the same rental of $2,975 per month for an additional one year through 1/31/12 If approved, this will leave us with one last option to renew for one year ending 1/31/13
Attached is a letter I ask to be placed on the agenda
If anyone has any questions, concerns or objections please let me know

Patricia: Next available agenda please:
Consideration of election of an option to renew the existing lease with William Leopold on the Galveston CareHere Clinic site for an additional one year period submitted by County Legal.

Thanks
Harvey

Harvey Bazaman
Galveston County Legal Department
Galveston County Courthouse
722 Moody, 5th floor
Galveston, Texas 77550
(409) 770-5562

The information contained in this transmission and any attachments hereto is privileged and/or confidential information intended solely for the use of the individual(s) named above If the reader of this message is not an intended recipient, the reader is hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited

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Upon motion of Commissioner Holmes, seconded by County Judge Yarbrough, and carried, It is Ordered by the Court that execution of the following Lease with William Leopold for clinic space for the CareHere operations be and is approved

15

State of Texas '

' **Know All Men by These Presents**

County of Galveston '

Lease Agreement

Whereas, the **County of Galveston,** a political subdivision of the State of Texas, desires to lease office space for the provision of medical services to Galveston County Employees and their dependents, to City of Galveston Employees and their dependents and to each respective entity's Medicare eligible retirees and their dependents and other lawful county purposes; and

Whereas, these services will be provided through a contract that the **County** has with CareHere, L.L C., a Tennessee limited liability corporation; and

Whereas, William Leopold, the owner of **Tremont Plaza** located at 1701 Tremont, Galveston, Texas 77550 has sufficient space available and is desirous of leasing same to the County

Now, Therefore Lessor and Lessee Agree as Follows:

I.

Lessor, for and in consideration of and subject to the conditions, limitations, terms and agreements hereinafter contained, has **Demised, Leased and Let,** and by these presents does **Demise, Lease and Let** unto **Lessee** the following described property situated in Galveston, Galveston County, Texas, to-wit:

> Approximately 2,350 square feet of climate controlled medical office space together with six (6) tenant and patient parking spaces located at the Tremont Plaza, 1701 Tremont, Galveston, Texas 77550 and hereafter called the "Demised Premises"

To Have and to Hold the same unto Lessee, its successors and assigns for the term and subject to the conditions and covenants hereinafter set forth

II.

This Lease shall be for a primary term of two (2) years and seven (7) months commencing on the *1st day of July, 2007, and terminating on the 31st day of January, 2010, unless terminated earlier by the* County as hereinafter set forth. In addition, **Lessee** shall have the option and election of extending this Lease on a year to year basis for three (3) additional years subject to an annual increase in rentals sufficient to cover any proportionate increase in taxes and/or insurance incurred by **Lessor** on the premises herein leased (not to exceed 5% per annum) and subject to the same terms and conditions contained within this Lease, provided notice from the **Lessee** to **Lessor** is made in writing not less than sixty (60) days prior to the expiration of the initial term of this Lease and at least sixty (60) days prior to each renewal period.

Lessee may terminate this Lease at any time by giving at least sixty (60) days' notice in writing to the other party, at which time **Lessee** will vacate the premises and remove its portable improvements and equipment and restore the premises to its original condition, reasonable wear and tear excepted. Said notice shall be computed commencing with the day after the date of mailing

III.

Lessee, in consideration of the demise and of the covenants and agreements made herein by **Lessor** leases said premises for said primary term, and, subject to right of prior termination as hereinabove set forth, does hereby promise to pay to **Lessor** as rental for said premises the total sum of **Ninety Two Thousand Two Hundred Twenty Five ($92,225) Dollars** in lawful money of the United States, payable in monthly installments of **Two Thousand Nine Hundred Seventy Five ($2,975) Dollars** each, due and payable in advance and without notice to **Lessor** at 1619 Tremont, Texas 77550, on or before the 1st day of each and every calendar month.

IV.

Lessee agrees not to assign, underlet and/or sublet the Demised Premises or any part thereof for any purpose whatsoever, without prior written consent of **Lessor** being obtained, which consent will not be unreasonably withheld.

V.

Lessee agrees that the Demised Premises hereinabove described shall be used for medical office space used by **CareHere, L.L.C** to provide medical services to County and City of Galveston Employees and their dependents and or for any other lawful County purpose.

VI.

Lessor shall maintain, at his expense, in good condition and repair all exterior portions of the Demised premises. **Lessor** shall also maintain at his expense all air conditioning, heating, electrical, mechanical and plumbing Further, **Lessor** agrees to maintain all walkways, parking lots, grounds, and other common areas adjacent to the Demised Premises.

VII.

Lessor agrees to pay or cause to be paid all applicable ad-valorem taxes assessed on the Demised Premises prior to date of delinquency. **Lessor** also covenants and agrees that, throughout the term of this Lease and at **Lessor's** cost and expense, he will keep the building insured against loss, damage and destruction by fire, wind, flood and other hazards as are covered by and protected against under policies of insurance in an amount not less than 80% of the then full replacement value of said improvements.

In the event of damage or destruction to the Demised Premises, **Lessor** shall have fifteen (15) days after such damage or destruction occurs to determine whether or not to make repairs or restoration. In the event **Lessor** elects to repair or restore the Demised Premises, such insurance proceeds shall be used to restore, repair or replace the damaged portions of the Demised Premises as nearly as may be practicable to its original condition (unless alternative repairs or restorations are deemed more appropriate by **Lessor**, in

which event such alternative repairs or restorations may, subject to approval by **Lessee**, be made), including temporary repairs and protection of such improvements pending the completion of permanent repairs, restoration and replacement.

If **Lessor** elects not to repair such damage or destruction, this Lease shall terminate as of the date of such damage or destruction and all obligations imposed upon **Lessee** by virtue of this Lease shall cease

Lessee may, but is not obligated, to obtain such property damage insurance it may desire on its personal property and equipment located within the Demised Premises **Lessee**, as a political subdivision of the State of Texas, is self insured against third party liability claims

VIII.

Lessor will provide, at his expense, will water and regular trash service to the Demised Premises. Lessee will provide for janitorial service for the Demised Premises and for disposal of its bio-hazardous and medical waste generated by occupancy of the Demised Premises in accordance with state and federal regulations. **Lessor** will provide separate electric and gas meters that covers the Demised Premises used by **Lessee**. **Lessee** shall pay for electricity, gas and telephone utilized by it on the Demised Premises.

Lessor shall not be liable for temporary interruption of any utility services and shall not be liable for any damages from plumbing, gas, water, steam or sewerage leaks or stoppage unless such interruption or damage is caused by any act, omission or negligence of **Lessor**, his employees, agents, licensees or contractors.

In the event the Demised Premises should become in need of repairs required to be made by **Lessor**, **Lessee**, acting by and through its Director of Facilities shall give written notice to **Lessor** and **Lessor** shall make such repairs and/or replacement with reasonable promptness, or, in any event, within ten (10) days of receipt of such notification In the event **Lessor** shall fail to make such repairs or replacements promptly, or within ten (10) days after written notification as hereinabove provided, **Lessee** may make same and deduct the cost of said repairs and/or replacements from the next rental period or

periods, whichever is applicable, or at **Lessee's** option, **Lessee** may terminate this Lease at which time all obligations imposed upon **Lessee** by virtue of this Lease shall cease.

IX

Lessee, prior to opening the medical clinic to County and City of Galveston employees, desires to improve the Demised Premises. These improvements consist of such items as painting, wallpapering, replacing a plumbing fixture, installing a "pharmacy window" in an interior wall, installing carpet, lighting and an alarm system and other minor modifications. **Lessee** will perform these improvements either by using its employees or by contracting to have these improvements constructed **Lessee** will advise **Lessor** of its desired improvements and will obtain **Lessor's** approval of such improvements (which approval will not be unreasonably withheld) prior to the commencement of construction. Once the Demised Premises are open for use **Lessee** may also make such other alterations and changes to the interior of the Demised Premises as it deems necessary for its purpose, provided that such alterations do not injure the building structure, are in conformity with the City of Galveston's Building, Plumbing and Electrical Codes and required inspection and permits are obtained, and that such alterations and changes to the Demised Premises shall be made at **Lessee's** expense and cost. Such consent is not required for normal routine interior maintenance such as future painting, which may periodically be performed by **Lessee**. **Lessee** shall in no way alter or otherwise change the exterior appearance or front of the Demised Premises without the prior written consent of the **Lessor**.

It is agreed that all such portable fixtures, alarm system, and other personal property installed by **Lessee** may be removed by **Lessee** at the termination of this Lease or any extension thereof, provided that everything attached to and intended to be a part of the real property must remain if there is any doubt as to *the intent in the installment of the fixtures or equipment.*

X.

Lessee may erect signs as approved by **Lessor** both identifying the Demised Premises as **CareHere's** medical clinic and warning of **Lessee's** alarm system in front of and at the rear entrance to the Demised Premises.

XI.

A number of the records stored within the Demised Premises are medical and therefore confidential in nature and may not be reviewed by any unauthorized person. Accordingly, if **Lessee's** Director of Facilities, or **CareHere's** clerical staff are present, then **Lessor** or **Lessor's** representative, agents or servicemen may enter the Demised Premises during any reasonable time for any reasonable business purpose. If such persons are not present, **Lessor** or **Lessor's** representative or servicemen may only enter the premises in emergency situations such as fire and notice of such entry shall be provided **Lessee** as soon as possible. Otherwise, Lessor may not enter the Demised Premises.

XII.

Lessor covenants and warrants that the **Lessee**, upon paying the rental and other payments herein provided and performing and keeping the covenants of the **Lessee** to be kept pursuant to the provisions hereof, shall lawfully and quietly hold, occupy, use and enjoy the Demised Premises, and shall have the full, exclusive and unrestricted use and enjoyment of the Demised Premises during the entire term of the Lease, without hindrance or molestation of the **Lessor** during the term of this Lease, or any person or persons claiming under the **Lessor**, or his successors or assigns.

XIII.

Lessee agrees on the last day of the term hereof, or on any earlier termination of this Lease, to surrender the Demised Premises unto **Lessor** in good condition and repair, reasonable wear and tear excepted. **Lessee**, on or before the end of the term or upon any earlier termination of this Lease, shall remove all its personal property, including but not limited to its burglar alarm system and portable fixtures from the Demised Premises

XIV.

Should there at any time be any default in any of the covenants herein, including the timely payment of rent as provided, and such default shall continue for thirty (30) days after written notice thereof by the **Lessor** to the **Lessee** (without being fully remedied within such thirty (30) day period) **Lessor** shall have the right to declare this Lease forfeited and the leasehold term hereof ended. In the event the **Lessor** declares this Lease forfeited and the leasehold term ended, the **Lessor** shall have the right to re-enter the Demised Premises, with process of law, and to direct **Lessee** to remove all persons or chattels therefrom, as though such date of termination was originally set forth for the expiration hereof, and except for the payment of all rentals which may accrue through the date of such termination or removal of **Lessee**, whichever is later, and the performance of each, every and all of the other obligations of the **Lessee** which may accrue to such date, **Lessee's** obligations hereunder and this Lease shall cease and terminate and **Lessee** shall be under no further obligation to the **Lessor** hereunder, provided the **Lessee** surrenders to the **Lessor** the complete physical possession of the Demised Premises on or before such date of termination.

XV.

The covenants and agreements contained herein shall be binding upon and inure to the heirs, devisee, successors, assigns and legal representatives of the parties hereto in all aspects and in the manner as the parties hereto are bound by this agreement.

XVI

Any notice to be given under the terms of this Lease shall be delivered as follows.

Lessor:

William Leopold
1619 Tremont
Galveston, Texas 77550

Lessee:

County of Galveston, Texas
Director of Facilities
County Courthouse
722 Moody
Galveston, Texas 77550

with a copy sent to

County of Galveston County
Director of Special Projects
County Courthouse
722 Moody
Galveston, Texas 77550

The above addresses may change upon notice being given by the person changing the address to the other person

XVII.

This Lease embodies the entire contract between the parties hereto relative to the subject matter hereof No variation, modification or change herein or hereof shall be binding upon any party hereto unless embodied in a written document executed by such parties. A waiver by any party hereto of any breach or default of any provision contained herein shall not be deemed to be a waiver of any such provision or of any subsequent breach or default thereof

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AGENDA ITEM #15

Galveston County, Texas

Consideration of Budget Amendments for Wednesday, January 26, 2011

As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2011	11-028-0126-A	**Various Departments** – Request to reorganize and reclassify various positions in Galveston County Departments.
2011	11-033-0126-B	**Budget**– Request to budget additional funds to cover termination vacation and/or sick leave pay.

Approved by: _____ Date: 1/19/11

Ronald Shelby, Director of
Finance and Administration

AGENDA ITEM #15a

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

01216

Department	Various Departments	Amendment No 11-028-0115-A
Date Submitted	January 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 Wednesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Request to fund various departmental reorganizations

This budget amendment does not increase the overall county budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No	Line Item		—
1101-443100-5100000	Social Services - Salaries (Pos 1)	8,400	
1101-151600-5100000	Co Treasurer - Salaries (Pos 2 and 7)	42,200	
TOTAL - Transfer Amount		$ 50,600	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No	Line Item		—
1101-443100-5100000	Social Services - Unallocated	8,400	
1101-151600-5100000	Co Treasurer - Salaries (Pos 5, 6, 7, 8)	40,600	
1101-151600-5100000	Co Treasurer - Salaries (Unallocated)	1,600	
TOTAL - Transfer Amount		$ 50,600	

ADDITIONAL COMMENTS:

Please see attached spreadsheet and job descriptions for departmental reorganizations included in this amendment

Various Departments

Departmental Authorization Date

Kathy Branch Date 1/26/11

Human Resources Department

Budget Office Authorization Date 1/26/2011

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 1/26/11

Amendment Support: 11-028-0126-A

CC Date: 1/26/2011

All Grade/Step changes are subject to Condrey review and will be adjusted accordingly to agree with the county's current Position Grading
Any correction will have no impact on the employee's salary

County Court #2 (1101-126100)

	Pos.	Title From	Title To	Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	3	Court Coordinator		40,435	18A					
New	3		Court Coordinator (Budget Neutral, already in Position Budget)			42,482	18C	-	-	n/a

Information Technology (1101-159100)

	Pos.	Title From	Title To	Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	30	Application Coordinator		82,747	24J					
New	30		Senior Infrastructure Engineer			82,747	24J	-	-	Y
Old	58	Applications Developer		60,026	22E					
New	58		Senior Server Analyst			60,026	22E	-	-	Y
Old	17	Senior Server Analyst		71,353	21P					
New	17		Principle Server Analyst			71,353	21P	-	-	Y
Old	15	Assistant Director of Infrastructure		98,360	25M					
New	15		Assistant CIO - Infrastructure			98,360	25M	-	-	n/a
Old	49	Assistant Director of Applications		103,340	25O					
New	49		Assistant CIO - Applications			103,340	25O	-	-	n/a

Social Services (1101-443100)

	Pos	Title From	Title To	Salary From		Salary To		Annual Difference	FY2011 Difference	
Old	1	Social Services Manager		61,527	22F					
New	1		Social Services Manager			49,266	21A	(12,261)	(8,488)	n/a

County Treasurer (1101-151600)

Pos.	Title From	Title To	Budget Salary From	Salary To	Annual Difference	FY2011 Difference

Old	2	Assistant County Treasurer		69,612	22K					
New	2		Assistant County Treasurer			63,065	22G	6,547	4,533	n/a
Old	7	Financial Analyst		54,381	19K					
New			Eliminate			-	n/a	54,381	37,648	n/a
Old	-	None		-	n/a					
New	7		Secretary/Payroll Clerk			28,617	11A	(28,617)	(19,812)	Y
Old	-	None		-	n/a					
New	4		Accounting Technician			30,066	12A	(30,066)	(20,815)	Y
						Savings/ (shortfall)				
			Net Impact of All Changes (Gen Fund, across all departments):					**(10,016)**	**(6,934)**	

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Infrastructure Engineer
DEPARTMENT: Information Technology
REPORTS TO: Project Coordinator

IT/13

PAY GRADE: 28 **Date Created:** August 1, 2004 **Approved by:** _____
PAY STEP: ____ **Date Revised:** _____ **Approved by:** _____

FLSA STATUS: _X_ Exempt __ Non-Exempt

POSITION SUMMARY: This position administers and maintains computer network hardware and software and provides technical data and voice communications support to users.

ESSENTIAL FUNCTIONS:

Monitors, administers, and services network data and voice communications equipment including routers, switches, hubs, PBXs, MUXs, gateways cabling and wireless communications devices.
Manages and maintains infrastructure cable plant including UTP, CAT5, CAT6 and Fiber Optic Cabling as well as IDF and MDF areas.
Installs, configures and manages telephony and network communications equipment.
Monitors, configures and maintains transport services including Telnet, SSH, RADIUS, RAS, ATM, T1, T3, Frame Relay, Kerberos, etc.
Configures and utilizes various communications monitoring software and devices to monitor, acquire, analyze and report performance.
Serves as Technical Liaison with Communications Carriers, Service Providers and Contractors.
Configures, monitors and maintains network security devices and policies, including Firewalls, intrusion detection systems (HIDS, NIDS), DMZs, et al
Determines and documents LAN/WAN topology including nodes, configurations and performance and usage metrics for County network and any attached networks.
Develops, maintains and distributes periodic reports as required.
Maintains Telephone Systems services including Move/Add/Change/Delete, Voice Mail, Auto Attendant and Integrated Voice Response.
Analyzes, isolates and troubleshoots telephony, data and wireless communications related problems.
Backs up and maintains configuration files for telephony and data communications equipment.
Researches, documents, recommends and applies network communications hardware and software upgrades in accordance with established policies and requirements.
Performs other related duties as assigned.

REQUIRED KNOWLEDGES AND SKILLS:

Comprehensive knowledge of the purposes, principles, terminology, and practices employed in computer network data and voice communications analysis, support, and maintenance.
Comprehensive knowledge of all communications hardware and network systems, applications, and equipment used to provide and manage voice and data communications services.
Thorough knowledge of the application of existing and new technology for County communications operations.
Thorough knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding network issues.
Thorough knowledge of IT department mission, operation, organization, accountability, and responsibility
Working knowledge of current issues and professional literature for data, voice and wireless communications network analysis, support, and maintenance.
Working knowledge of advanced professional techniques in data, voice and wireless communications network analysis, support, and maintenance.
Skill in analyzing current problems, assessing future issues, and formulating complex action plans to facilitate resolution of said problems.
Skill in performing mathematical calculations.
Physical condition commensurate with the demands of the position.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

The work is typically performed while sitting standing, walking, bending, crouching, or stooping. The employee occasionally lifts light and heavy objects, climbs ladders, distinguishes between shades of color, and uses tools or equipment requiring a high degree of dexterity The work is typically performed in an office or server room. The employee may be exposed to dust, dirt, or grease.

SUPERVISORY RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS:

Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
Experience sufficient to thoroughly understand the work of subordinate positions and/or service personnel and to answer questions and resolve problems, usually associated with at least three years experience or service.
Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated.

GALVESTON COUNTY

JOB DESCRIPTION

FLSA STATUS: ___ Exempt
X Non-Exempt

Grade: 20 Step:
Salary

Date Created: 10/01/2003
Date Revised:

Approved by:
Approved by:

CLASSIFICATION TITLE: Senior Server Analyst
DEPARTMENT: INFORMATION TECHNOLOGY

DESCRIPTION SUMMARY:

Implements, configures, and administers multiple servers running multiple operating systems by using standard systems administration techniques. Assures security, availability, and optimum performance of various server systems. Establishes enterprise server standards, administers user access, controls changes to server architecture, and coordinates server issues throughout the Galveston County enterprise.

ESSENTIAL FUNCTIONS:

- Supports multiple mainframe and/or mid-range server systems to include GCOS7, UNIX, AS/400 and Windows 2000 Server platforms in an open systems environment.
- Installs, configures, and maintains system software, utilities, and application software on servers throughout the enterprise.
- Configures and supports applications, connectivity and load balancing for a Citrix remote access server environment.
- Performs system resource auditing, performance tuning, and troubleshooting on various servers throughout the enterprise.
- Plans, implements, and monitors security procedures for all server platforms including specifying users access levels.
- Performs file/disk maintenance on multiple platforms to provide optimum storage and performance.
- Assists in developing, documenting, and implementing standard operating procedures put into production on the enterprise.
- Configures and supports multiple databases to include SQL, DB2 and Informix according to specifications provided by vendor and/or applications developer.
- Plans, implements, and monitors security procedures for all database platforms including specifying users access levels to databases, files, and functions.
- Tracks database statistics, such as distribution of records and amount of available memory, to proactively enhance database and to improve processing performance.
- Develops and maintains backup and recovery procedures for multiple platforms including data files, system files, and user databases.
- Coordinates changes to database applications with users and technical staff.
- Consults and assists technical staff and users in resolving enterprise server application and/or connection issues.
- Researches and evaluates the latest hardware and software solutions available for implementation.
- Works with vendors and contract support personnel to resolve issues and/or improve system performance.
- Maintains software license database and system maintenance agreements.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

Bachelor's degree from an accredited college or university; or three to four years related experience and/or training; or equivalent combination of experience and/or education (1 years related experience = 1 years education).

KNOWLEDGE, SKILLS & ABILITIES:

Good communication and interpersonal skills to determine user requirements, understand technical issues, and present server solutions; Ability to read and understand technical documentation such as system specifications, operating instructions and maintenance procedures; Ability to document server information such as configuration details and operator procedures; Ability to define problems, collect data, establish facts, and draw valid conclusions; Ability to interpret technical instructions in mathematical or diagram form and deal with several abstract and concrete variables; Knowledge of GCOS7, Windows NT, Windows 2000, Unix/AIX and AS/400 platforms and applications.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical requirements include possibly lifting and/or moving up to 20 lbs. Visual acuity, speech, and hearing. Hand / eye coordination and manual dexterity to operate computer and office equipment. Subject to carrying, lifting, twisting, and reaching to perform essential functions. Working conditions vary from office to computer room to maintenance areas.

SPECIAL REQUIREMENTS:

Must have a valid Texas driver's license. Ability to travel (by air if necessary). Ability to be On Call during non-business hours. Ability to work more than forty hours during the workweek to meet deadlines or to resolve critical issues

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Principle Server Analyst
DEPARTMENT: Information Technology
REPORTS TO: Server Team Supervisor

IT/17

PAY GRADE: 21
PAY STEP:

Date Created: January 25, 2010
Date Revised:

Approved by: _____
Approved by: _____

FLSA STATUS: _X_ Exempt ___ Non-Exempt

POSITION SUMMARY: This position administers and maintains Windows, Unix and IBM OS servers and data storage systems.

ESSENTIAL FUNCTIONS

Responsible for design, implementation, and administration of Microsoft network infrastructures for business solutions
Administers and maintains Windows, Unix and IBM OS Servers; installs, configures, set up, and troubleshooting
Performs hardware maintenance and repair tasks as needed
Administers and supports Active Directory objects and policies.
Supports infrastructure services, including; SQL, DNS, DHCP, Web Services, E-Mail, SMTP and Printing.
Assists with escalated incident management and event management for server related incidents.
Administers and maintains Network Attached Storage systems
Administers and maintains data replication and archival systems and backup/restore procedures.
Assists in the planning and implementation of disaster recovery processes.
Provides technical support to county employees as requested.
Administers and maintains Virtualization and remote access systems
Performs system level capacity planning and workload management for servers and data sources.
Performs user administration including accounts, permissions, directory structure, and the like.
Assists in the administration and maintenance of the virus protection systems.
Performs other related duties as assigned.

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of the purposes, principles, terminology, and practices employed in computer system analysis, support, and maintenance.
Comprehensive knowledge of legislation, current problems, and professional literature in the fields of computer systems analysis, support, and maintenance.
Comprehensive knowledge of advanced professional techniques in the fields of computer systems analysis, support, and maintenance.
Comprehensive knowledge of local and state law, procedures, and policies as they relate to the mission of the department.
Comprehensive knowledge of all computer hardware and software systems, applications, and equipment used by the department.
Thorough knowledge of computer processing systems, programming, and systems analysis.
Thorough knowledge of the application of new and existing technology towards County department operations.
Thorough knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities.
Thorough knowledge of county department operations, organization, accountability, and responsibility.
Working knowledge of administrative planning, management, and supervision as it applies to the position.
Skill in analyzing current problems, assessing future problems, and formulating complex action plans to facilitate resolution of said problems.
Skill in performing mathematical calculations.
Currently hold or obtain a Microsoft MCSE certification within 120 days of hiring date
Physical condition commensurate with the demands of the position.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting at a desk or table. The employee occasionally lifts light and heavy objects. The work is typically performed in a standard office setting.

SUPERVISORY RESPONSIBILITY

This position exercises project supervision over Server Analysts and Senior Server Analysts

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
Experience sufficient to thoroughly understand the work of subordinate positions and to be able to answer questions and resolve problems, usually associated with five to ten years experience of service.
Minimum one to two years of experience in designing, installing, configuring, and troubleshooting network server systems
Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated.

Galveston County Treasurers Office
Kevin C. Walsh, CPA, Treasurer
January 5, 2011 Office Realignment Budget Proposal

Position	Name	Old Grade	Old Annual	New Grade	New Annual	Change
Assistant County Treasurer	Crystal Cooper (new)	22K	$ 69,612	22G	$ 63,065	$ (6,547)
Payroll Technician	Alecia Y. Holmes	12H	$ 35,739	12I	$ 36,632	$ 893
Senior Accounting Technician	Marcie L. Bailey	14D	$ 35,739	14E	$ 36,632	$ 893
			$ 141,090		$ 136,329	$ (4,761)
Proposed change to split old position and reorganize office						
Savings from above changes to positions			$ 4,761			
Financial Analyst	Vacant (Eliminate Position)	19K	$ 54,381			
			$ 59,142			
New Positions						
Secretary/Payroll Clerk	Vacant	11A	$ 28,617			
Accounting Technician	Vacant	12A	$ 30,066			
			$ 58,683			
	Net savings to County		$ 459			

Plus additional savings due to Dwight Sullivan leaving office early and the delayed hiring of new positions until at least February 1, 2011 will keep the budget in balance. Estimated at $4,000.

In addition, The position of Payroll Manager (20K $57,134)is expected to Retire during this budget year allowing the Treasurer's Office additional flexability in reorganizing the office.

COUNTY OF GALVESTON

CLASSIFICATION TITLE: Secretary/Payroll Clerk
DEPARTMENT: Treasurer
REPORTS TO: County Treasurer

TR/5

PAY GRADE: 11 **Date Created:** January 2011 **Approved by:** _____
PAY STEP: _____ **Date Revised:** _____ **Approved by:** _____

FLSA STATUS: __ Exempt _X_ Non-Exempt

POSITION SUMMARY: This position provides technical assistance related to the maintenance and administration of department accounts and performs administrative functions to help ensure the smooth operation of the department.

ESSENTIAL FUNCTIONS

Answers telephones, directing calls and taking messages as appropriate.
Receives visitors and directs to appropriate personnel
Receives, sorts, and distributes department mail
Maintains and monitors inventory of office supplies, reordering as needed.
Prepares and types various reports and correspondence.
Resolves discrepancies occurring in department accounts.
Makes travel and training arrangements as requested.
Monitors and balances department operating budget.
Receives checks for process and disbursement.
Mails checks to appropriate vendors.
Makes travel and training arrangements as requested.
Reviews data entry of work hours for accuracy and completion.
Reviews payroll claims to ensure they are properly signed and stamped.
Enters payroll claims and seeks clarification for questionable entries.
Performs other related duties as assigned.

REQUIRED KNOWLEDGES AND SKILLS

Thorough knowledge of county policies and procedures related to billing, accounting, and disbursement of funds.
Thorough knowledge of modern business office policies, procedures, and standards.
Working knowledge of the purposes, principles, terminology, and practices employed in billing, accounting, and disbursement of funds.
Working knowledge of legislation, current problems, and professional literature in the fields of billing, accounting, and disbursement of funds.
Working knowledge of large-scale and government billing.
Working knowledge of Galveston County government, geography, economics, demographics, society, politics, policies, and procedures.
Working knowledge of the use and application of computer software packages currently being used by the county.
Working knowledge of payroll policies and procedures.
Working knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities.
Sufficient knowledge of local and state law, policies, and procedures as they relate to the mission of the department so as to not be in violation of them.
Ability to operate common office equipment and machinery, including photocopier, facsimile machine, computer, and typewriter.
Ability to perform mathematical calculations.
Physical condition commensurate with the demands of the position.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, bending, crouching, stooping, or walking. The employee may be required to occasionally lift light objects. The work is typically performed in a standard office environment or in a storage room.

SUPERVISORY RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

Ability to read, write, and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

COUNTY OF GALVESTON

CLASSIFICATION TITLE: **Accounting Technician**
DEPARTMENT: Treasurer
REPORTS TO: County Treasurer

TR/3

PAY GRADE: 12 **Date Created:** January, 2011 **Approved by:** _____
PAY STEP: ____ **Date Revised:** _____ **Approved by:** _____

FLSA STATUS: __ Exempt _X_ Non-Exempt

POSITION SUMMARY: This position is responsible for performing accounting tasks such as account analysis, account reconciliation, and financial reporting.

ESSENTIAL FUNCTIONS

Balances daily bank statements for multiple bank accounts.
Reconciles checks that have cleared the bank and corrects errors as they arise.
Balances daily cash receipts from internal and external departments with the cash, checks, and prior deposits taken directly to the bank.
Researches all balancing errors and makes corrections as necessary
Processes checks never received or lost by vendors; process bad checks written to the county
Monitors and tracks unclaimed funds owed to persons; disburses monies as they are claimed.
Tracks and records interest on numerous county accounts.
Provide advice and assistance to the County Treasurer regarding the update, creation, and implementation of department procedures.
Prepares various reports and correspondence.
Provides assistance and serves as backup for payroll processing as needed.
Archives, organizes, labels, files, and stores all financial records, reports, and backup documentation for the county.
Prepares and types various reports and correspondence.
Performs other related duties as assigned.

REQUIRED KNOWLEDGES AND SKILLS

Comprehensive knowledge of county policies and procedures related to billing, accounting, and disbursement of funds.
Thorough knowledge of the purposes, principles, terminology, and practices employed in accounting and financial management.
Thorough knowledge of legislation, current problems, and professional literature in the fields of accounting and financial management.
Thorough knowledge of advanced professional techniques in the fields of accounting and financial management.
Thorough knowledge of local and state law, procedures, and policies as they relate to the mission of the department.
Thorough knowledge of large-scale and government billing.
Thorough knowledge of the preparation and interpretation of narrative and analytical reports regarding department financial activities.
Thorough knowledge of Galveston County government, geography, economics, demographics, society, politics, policies, and procedures.
Thorough knowledge of the use and application of computer software packages currently being used by the county
Ability to perform mathematical calculations.
Physical condition commensurate with the demands of the position.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, stooping, or walking. The employee occasionally lifts light and heavy objects.
The work is typically performed in a standard office environment or in a storage room.

SUPERVISORY RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

Knowledge and level of competency commonly associated with the completion of specialized training in the occupational field, in addition to basic skills typically associated with a high school education.
Experience sufficient to thoroughly understand the work of subordinate positions and to be able to answer questions and resolve problems, usually associated with one to three years experience or service.

AGENDA ITEM #15b

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Budget Office	Amendment No 11-033-0126-B
Date Submitted	January 19, 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 Wednesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION·
Budget request for additional funds to cover termination vacation and/or sick leave pay

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 1101-110000-5481000	Line Item Contract Services	150,000	___
TOTAL - Transfer Amount		$ 150,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No 1101-920180-5112001	Line Item Term Vac/Sick Lv	150,000	___
TOTAL - Transfer Amount		$ 150,000	

ADDITIONAL COMMENTS
This budget request from the Budget Office is for additional funds to cover the termination vacation and/or sick leave pay for the employees who are no longer employed by Galveston County through termination or retirement
As of January 19, 2011, the expenditures to date were 99 87% of the adopted budget. Additional funds are needed to cover expenditures in the remaining three quarters of the fiscal year 2011

N/A
Departmental Authorization Date

N/A
Human Resources Department Date

Budget Office Authorization Date 1/19/11

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 1/26/11

Item #15

COUNTY OF GALVESTON

RONALD C SHELBY
DIRECTOR OF FINANCE & ADMINISTRATION
BUDGET & INVESTMENT OFFICER

January 26, 2011

Honorable Mark Henry,
Honorable Commissioners Court
Galveston County
722 Moody
Galveston, TX 77550

Re. Hiring Exception Request

Gentlemen,

Judge Roberts, Probate Court Judge, is requesting that she be able to hire her Court Coordinator at an 18-C, which is what the previous Court Coordinator was paid. The difference is $2,047 and is budget neutral.

The individual being hired was previously a Court Coordinator in the Probate courts and left county employment in 2002.

Policy would dictate that she hire at 18-A if there is no exception made by Commissioners court.

Respectfully,

Ronald C Shelby
Director of Finance and Administration.

AGENDA ITEM #16

ORDER LIFTING
OUTDOOR BURN BAN IN UNINCORPORATED AREAS OF GALVESTON COUNTY LOCATED ON BOLIVAR PENINSULA

State of Texas §
§
County of Galveston §

On this, the 26th day of January, 2011, the Commissioners' Court of Galveston County, Texas convened in a **Regularly Scheduled** meeting with the following members present

Patrick F. Doyle, Commissioner, Precinct No 1 (and serving as Presiding Officer of the Commissioners' Court for this January 26, 2011 Meeting),
Kevin OBrien, Commissioner, Precinct No 2,
Stephen D. Holmes, Commissioner, Precinct No 3,
Kenneth Clark, Commissioner, Precinct No 4, and **absent**
Dwight D. Sullivan, County Clerk

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

Whereas, pursuant to Section 352 081 of the Texas Local Government Code, the Commissioners' Court issued an order prohibiting outdoor burning in the unincorporated areas of Galveston County located on Bolivar Peninsula on January 5, 2011,

Whereas, the January 5, 2011 Order was issued, in accordance with Texas Local Government Code Section 352.081(c)(2), upon a finding by the Commissioners' Court of circumstances being present in the unincorporated areas of Galveston County that were creating a public safety hazard that would be exacerbated by outdoor burning, and

Whereas, the Commissioners' Court **FINDS** that the circumstances identified in its January 5, 2011 Order no longer exist

Now, Therefore, it is hereby ORDERED, by the Commissioners' Court of Galveston County, Texas, that the Order Prohibiting Outdoor Burning in Unincorporated Areas of Galveston County, Texas Located on Bolivar Peninsula that was issued on January 5, 2011 is here by **LIFTED** effective **IMMEDIATELY** on and from the adoption of this Order,

Be it FURTHER ORDERED, that the Presiding Officer of this Meeting of the Commissioners' Court is hereby authorized to execute this Order on behalf of the Commissioners' Court of Galveston County, Texas, and

Be it FURTHER ORDERED, that the County Clerk is Ordered to transmit forthwith a copy of this Order to the Sheriff, Constables, and Criminal District Attorney of Galveston County, Texas

Upon Motion Duly Made and Seconded, the above Order is hereby **ADOPTED**, on this, the 26th day of January, 2011

COUNTY OF GALVESTON, TEXAS, By

Patrick F Doyle, Commissioner, Precinct No 1 and Presiding Officer of the Commissioners' Court on this, the 26th day of January, 2011

ATTEST

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